

LANCASTER COUNTY, SC	
2025009062	POWER OF ATTORNEY
RECORDING FEES	\$25.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
PRESENTED & RECORDED	
07-11-2025	10:21:54 AM
BRITTANY GRANT	
REGISTER OF DEEDS	
LANCASTER, COUNTY SC	
By: CANDICE PHILLIPS	
BK:DEED 1941 PG:193-205	

DURABLE POWER OF ATTORNEY GIVEN BY KATHLEEN SMITH, AS PRINCIPAL

KNOW ALL MEN BY THESE PRESENTS, that I, Kathleen Smith (hereinafter sometimes referred to as the "Principal"), do hereby constitute and appoint my Husband, Richard Lee Smith, to serve as my primary Agent.

If my Agent dies, resigns or is unable to act, I appoint the following person to serve as my true and lawful successor Agent: Jared Richard Smith. A successor Agent will serve with all of the rights and powers of the primary Agent.

ARTICLE I GENERAL POWERS

Except as specifically limited herein or by law, my Agent shall have the power to do all acts I may do, and shall have all the powers conferred in SC Code 62-8-204 through 62-8-216 of an absolute owner over my assets and liabilities, wherever located. Without limiting the generality of the foregoing, in order to expand on such authority, and for purposes of illustrating such authority, my Agent's powers include the following:

A. **Sell.** To sell any and every kind of property that I may own now or in the future, real, personal, intangible and/or mixed; to make such disposition of the proceeds of such sale or sales (including expending such proceeds for my benefit) as my Agent shall deem appropriate.

B. **Buy.** To buy every kind of property, real, personal, intangible or mixed, upon such terms and conditions as my Agent shall deem appropriate.

C. **Invest.** To invest and reinvest all or any part of my property in any property or interests (including undivided interests) in property, real, personal, intangible or mixed, wherever located, including without being limited to commodities contracts of all kinds, securities of all kinds, bonds, debentures, notes (secured or unsecured), stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or my Agent.

D. **Operate an Entity or Business.** To conduct my business and pursue my business affairs with respect to any business I own, or any other interest I may have as a sole proprietor, partner, limited partner, manager or member of a limited liability company, shareholder, officer, or director of a corporation, or under any other business form, including all authority further provided in SC Code 62-8-209.

E. **Real and Tangible Personal Property.** With respect to real and personal property; to lease, and release; to recover possession of by all lawful means; to maintain, protect, repair, preserve, insure, alter or improve all or any part thereof; to sell and to buy the same or other real and personal property, including without limitation partial interests in real and personal property; to mortgage and/or grant security interests in any real and personal property or intangibles now or hereafter owned by me; and to exercise all authority further provided in SC Code 62-8-204 and 62-8-205. I additionally authorize my Agent to engage in transactions concerning such real and personal property with him or herself on such terms as my Agent deems appropriate. The powers under this paragraph shall extend to all interests in real property, including but not limited to improvements thereon, condominiums, time share interests, interval ownership, undeveloped real property and to any interests in cooperative apartments (including all right, title and interest in any proprietary lease and any and all shares of stock or other interest in the landlord corporation).

F. **Stocks and Bonds.** To exercise all rights with respect to corporate securities which I now own or may hereafter acquire, including the right to sell, grant security interests in and to buy the same or different securities; to establish, utilize and terminate brokerage accounts (including margin accounts); and to exercise all authority further provided in SC Code 62-8-206.

G. **Banks and Financial Institutions.** To establish accounts of all kinds, including checking, money market, and savings, for me with financial institutions of any kind, including but not limited to banks and thrift institutions, to modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am an authorized signatory, to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; and to exercise all authority further provided in SC Code 62-8-208.

H. **Claims and Litigation.** To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way; and to exercise all authority further provided in SC Code 62-8-212.

I. **Insurance and Annuities.** To purchase and/or maintain and pay all premiums for any contract of insurance or any annuity contract, including, without limitation, medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support, and insurance of such kind and in such amounts as my Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability; to pay the premiums therefor; to pursue claims thereunder; surrender and receive the cash surrender value on my behalf on any contract of insurance or annuity; and to exercise all authority further provided in SC Code 62-8-210; provided, however, that my Agent shall hold no authority or power with respect to any policy of insurance owned by me on the life of my Agent.

J. **Estates, Trusts, and Other Beneficial Interests.** To request, demand, recover, collect, endorse, receive, and receipt for all gifts, inheritances, bequests, or other beneficial interests payable to me; and to sell, assign, pledge, or exchange my interest in any such gift, inheritance, bequest, or other beneficial interest, if my Agent deems it to be appropriate, for any reason; and to exercise all authority further provided in SC Code 62-8-211.

K. **Retirement Plans.** To exercise authority in connection with any retirement benefits or deferred compensation, including any profit sharing plan, pension plan, 401(k) plan, 403(b) plan, Roth IRA or traditional IRA account ("Plan") in which I am a participant or beneficiary, including, without limitation, the authority to establish a Plan in my name, to make contributions to a Plan, to receive distributions from a Plan, to elect the form and timing of payment of benefits from a Plan, to make a rollover from one Plan to another, to make withdrawals from a Plan, to convert a traditional IRA to a Roth IRA, to exercise investment powers under a Plan, and to borrow from, sell assets to or purchase assets from a Plan; and to exercise all authority further provided in SC Code 62-8-215.

L. **Benefits from Governmental Programs or Civil or Military Service.** To apply for, obtain and maintain my eligibility for public benefits, government programs and insurance benefits on my behalf. These benefits and programs shall include, but not be limited to, Civil Service benefits, Military Service benefits, Social Security, Social Security Disability Income, Supplemental Security Income, Medicare, or Medicaid; and to exercise all authority further provided in SC Code 62-8-214.

M. **Special Needs Trusts for Principal.** My Agent is authorized to:

1. Establish, execute, fund or otherwise create a first party special needs trust pursuant to 42 U.S.C. 1396p d(4)(A) (hereinafter "special needs trust") for my benefit without the intervention of any court.

2. Petition the appropriate court on my behalf to establish and fund a special needs trust for my benefit.

3. Execute a 42 U.S.C 1396p d(4)(C) pooled trust subaccount (hereinafter "pooled trust subaccount") joinder agreement on my behalf with the Commonwealth Community Trust or similar non-profit organization.

4. Assign, transfer, deliver, and convey any or all of my assets, including any rights to receive income or assets from any source, to the trustee(s) of a special needs trust or to a pooled trust subaccount established by my Agent or me.

N. **Digital Assets, Accounts, and Devices.** To take any action with respect to my Digital Assets, Digital Accounts, and Digital Devices, as my Agent deems necessary or appropriate, and as shall be permitted by applicable Federal, state, or international law, giving due effect to the authorization provided in this paragraph. This authority shall include, but shall not be limited to, (a) the authority to access or control any Digital Device, including any computer, camera, telephone, or data storage device owned or lawfully used by me, individually or jointly, (b) the authority to manage, control, delete, or terminate any e-mail, telephone, bank, brokerage,

investment, insurance, social networking, internet service provider, retail vendor, utility or other account which is owned or lawfully used by me, individually or jointly, (c) the authority to change my username and password to gain access to such accounts and information, (d) the authority to transfer or withdraw assets from or among such accounts, to the extent that such transfer or withdrawal is consistent with the authority otherwise granted to my Agent under this Power of Attorney, and (e) the authority to open any such account in my name. In connection with this authority, I hereby provide the following:

1. I expressly authorize the disclosure to my Agent of (a) a full catalogue of my Digital Assets and Digital Accounts, including a full catalogue of my electronic communications, and (b) all content of my electronic communications.

2. My Agent may engage experts or consultants or any other third party, and may delegate authority to such experts, consultants or third party, as necessary or appropriate to effectuate the actions authorized under this paragraph, including, but not limited to, such authority as may be necessary or appropriate to decrypt electronically stored information, or to bypass, reset or recover any password or other kind of authentication or authorization.

3. I hereby give my lawful consent and fully authorize my Agent to take the actions described in this paragraph, to the fullest extent allowable under The Electronic Communications Privacy Act, as amended, the Computer Fraud and Abuse Act of 1986, as amended, the Gramm-Leach-Bliley Act, as amended, and any other Federal, state or international laws that may require such consent or authorization. To the extent that a specific reference to any such law is required in order to grant my Agent the authority described in this paragraph, I hereby express my intent to reference such law, whether currently in existence or enacted or amended to require such reference after the date of this Power of Attorney.

O. **Pets.** To take any actions with respect to any animal that I own as a pet when this Power of Attorney is executed or that is acquired thereafter as my Agent believes necessary or desirable in order to effectively maintain the animal, and to pay any fees associated with such care. The power granted under this paragraph shall include the power to take any actions necessary to provide a safe and appropriate living environment for the animal, provide the animal with a nutritionally balanced diet, provide for grooming the animal on a regular basis, provide for visits to a veterinarian for annual checkups and as needed for illnesses or injuries, provide for vaccinations as required by law, provide proper flea and tick prevention, provide appropriate exercise for the animal, and provide adequate attention to the animal. If the support and maintenance of the animal becomes unreasonably expensive, my Agent shall have the power to dispose of the animal in a humane fashion, preferably by finding another home for the animal.

P. **Personal and Family Maintenance.** To provide for my support, in order to maintain my customary standard of living, and to support or continue to support any person whom I have undertaken to support or to whom I owe an obligation of support, in the same manner and in accordance with the same standard of living as I have provided in the past (adjusted if necessary by circumstances and inflation), including paying for medical and dental care, shelter, customary vacations, clothing, food, appropriate education, and other living costs; and to exercise all authority further provided in SC Code 62-8-213.

Q. **Taxes.** To represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, including an Internal Revenue Service Form 2848 or any other power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year still open for audit; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; and to exercise any elections I may have under federal, state or local tax law; and to exercise all authority further provided in SC Code 62-8-216.

ARTICLE II ADDITIONAL AUTHORITY

In addition to the foregoing, I expressly grant my Agent the following authority:

A. **Exercise of Fiduciary Powers.** To exercise any and all fiduciary powers and authorities now or hereafter granted to me in any case, to the extent that I have authority to delegate such fiduciary powers and authorities;

B. **Gifts.** To make gifts (or cause any trustee, custodian, guardian, or conservator to make gifts) of my property, outright, in trust, or to a custodian, as follows:

1. *Gifts to Husband.* The authority to make gifts to or for the benefit of my Husband, in any amount and for any purpose.

2. *Gifts to Qualify for Government Benefits.* In addition to, and without limitation on, the foregoing authority, I authorize my Agent to make gifts without limitation as to amount to facilitate my qualifying for the receipt of government benefits for my long-term health care and nursing home needs. Such gifts shall be irrevocable, and my Agent is authorized to make such gifts as my Agent shall determine, in my Agent's discretion considering all facts and circumstances. Any gifts made pursuant to this subsection by my Agent may also include a gift to my Agent.

3. *Form of Gifts.* Gifts authorized under this instrument may be made outright or to a trust for the primary benefit of one or more individuals to whom such gifts are authorized, as my Agent may deem appropriate, even if an Agent hereunder is a trustee of any such trust.

4. *Gifts to Agent.* My Agent's authority to make gifts shall include the authority to make gifts to or for the benefit of any Agent, or any spouse or descendant of such Agent, to whom gifts are permitted pursuant to the above provisions of this instrument. No Agent may use any of my assets in a manner that would discharge the legal obligation of that Agent to support any donee.

C. **Beneficiary Designations; Rights of Survivorship.** I hereby expressly grant my Agent the authority:

1. To designate (or modify a beneficiary designation to designate) any one or more individuals to whom my Agent is authorized to make gifts under this Power of Attorney, or one or more trusts for the primary benefit of such individuals, as beneficiary of any property, benefit or contract right on my death, including, but not limited to, any insurance policy on my life or any annuity for my benefit and any retirement benefit or plan in my name; to open, modify or terminate a "Totten Trust" or similar "in trust for" account or a transfer-on-death account for the benefit of any one or more individuals to whom my Agent is authorized to make gifts under this Power of Attorney; to purchase, redeem or retitle U.S. Savings Bonds to include payable on death and designation of beneficiary for the benefit of any one or more individuals to whom my Agent is authorized to make gifts under this Power of Attorney; and to open, modify or terminate a deposit account in my name and the name of one or more individuals to whom my Agent is authorized to make gifts under this Power of Attorney, as joint tenants; provided, however, that my Agent may not take any action described in this paragraph that would result in my Agent or a person to whom my Agent owes a legal obligation of support (or a trust for the benefit of my Agent or for the benefit of such a person) being named, directly or indirectly, as beneficiary, joint tenant, or recipient of any such account, property, benefit or contract right, except that my Agent may exercise such authority to name my Agent or person to whom my Agent owes a legal obligation of support (or a trust for the benefit of my Agent or for the benefit of such a person) as beneficiary of any property, benefit or contract right to the extent such Agent or a person to whom my Agent owes a legal obligation of support (or trust for the benefit of such Agent or for the benefit of such a person) was named as a beneficiary of such property, benefit or contract procured by me before this power is exercised.

2. To designate any person as my joint tenant with right of survivorship with respect to any of my property and to sever any joint tenancy with right of survivorship where all of the other tenants are either my spouse, my descendants or my ancestors, or any of them, creating a tenancy-in-common or with respect to me.

D. **Trusts.** To create, amend, alter, revoke, or terminate any trust agreement, and to transfer my property and take any action otherwise needed to fund, or to complete the funding of any trust(s) which I have established, either alone or in conjunction with my Husband, or which my Agent has established on my behalf, whether or not the trust benefits me alone or has dispositive provisions differing from those which would have governed the property had it not been transferred to the trust. In addition to, and in furtherance of, the authority granted herein, I expressly grant my Agent the power to create and execute revocable and irrevocable inter vivos trust agreements on my behalf with such trustee(s) as my Agent selects (including my Agent) and with such terms as my Agent deems appropriate (including an Income Trust pursuant to 42 USC §1396p(d)(4)(B) and a first party special needs trust pursuant to 42 USC §1396p(d)(4)(A) in order to qualify me for Medicaid or any other public assistance benefits), to petition the appropriate court on my behalf to establish and fund a special needs trust for my benefit, and to execute a 42 U.S.C. §1396p (d)(4)(C) pooled subaccount joinder account on my behalf with the Commonwealth Community Trust or similar non-profit organization; to amend, modify, revoke or terminate any trust created by me or on my behalf to the extent provided in the trust instrument; to transfer any or all of my property that I now own or hereafter acquire, including any rights to receive income or assets from any source, into any trust, revocable or irrevocable, regardless of whether such trust was established by me and regardless of whether I am a beneficiary of such trust, or to a pooled

trust subaccount, provided that with respect to any such transfer which is a gift, my Agent's power shall be subject to any provisions hereunder concerning gifts as if such transfer had been made directly to the beneficiary or beneficiaries of that trust; to exercise, in whole or in part, release, or let lapse any rights reserved or given to me as under any trust, including, but not limited to, any power of appointment or withdrawal or any power to appoint or remove the trustees of any trust; and to withdraw, and/or receive income or principal from any trust regarding which I have the right of withdrawal or receipt, to request and receive the income or principal of any trust regarding which the trustee has discretionary authority to make distributions to me or on my behalf, and to execute any receipt, release, or other document that may be required of me by such trustee. The powers exercised pursuant to this paragraph shall only be exercised to the extent so permitted under the relevant governing law, and shall be exercised in a manner that is consistent with my estate planning goals, as expressed to my Agent or as evidenced by my current estate planning documents.

E. **Benefits Waiver.** To waive my right to be a beneficiary of any joint and survivor annuity, including any survivor benefit under a retirement plan.

F. **Disclaimer.** To disclaim, pursuant to applicable State or Federal law, all or any assets, property or interests to which I might otherwise be entitled as a beneficiary or donee, if my Agent deems it to be appropriate, for any reason, but in particular for the purpose of preventing my estate from incurring unnecessary Federal or state estate tax.

G. **Safe-Deposit Boxes and Vaults.** To contract with any institution for the maintenance of a safe-deposit box or vault in my name; to have access to all safe-deposit boxes and vaults in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe-deposit box or vault was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safe-deposit box or vault and to terminate any and all contracts for such boxes and vaults.

H. **Delegation.** To authorize another person to exercise the authority granted under this Power of Attorney.

I. **Broad Grant of Authority.** Except when expressly prohibited by another provision hereunder, my Agent may enter into transactions on my behalf in relation to all or any part of, or interest in, my property that I could do if acting personally, even if my Agent is personally interested in or could benefit from such transaction or property; provided, however that this provision is not intended to alter or waive any limitation on my Agent's authority in connection with my Agent's duty to act in good faith. In the foregoing provisions, in the instances where I have given my Agent express permission to exercise authority to create in my Agent or in an individual whom my Agent owes a legal obligation of support, an interest in my property, whether by gift, right of survivorship, beneficiary designation, disclaimer or otherwise, it is my intention to give my Agent the broadest latitude in exercising those powers. Without limiting the generality of the foregoing provisions, I expressly grant my Agent the authority to:

(i) pay down the principal balance on any loan owed by me, including one that is secured by my homestead property; (ii) transfer with or without consideration my assets to or for the benefit of 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 for my benefit , including my Agent (and any individual to whom my Agent owes a legal obligation of support), either outright or in trust; (iii) enter into a personal services contract or caregiver agreement for my benefit, including entering into such contract with my Agent (or any individual to whom my Agent owes a legal obligation of support), (iv) purchase interests (including, but not limited to, a life estate) in real property even if that real property is now or will be owned or jointly owned by or with my Agent (or any individual to whom my Agent owes a legal obligation of support); (v) make a loan to any third party, including my Agent (and any individual to whom my Agent owes a legal obligation of support), and on such terms and conditions as my Agent may deem appropriate; (vi) make, execute and deliver assignments of any right of support I may have against my spouse to any agency of the State; and (vii) purchase Series I and Series EE United States Savings Bonds and to designate any third party, including my Agent (and any individual to whom my Agent owes a legal obligation of support) as a joint owner of such bonds or as a beneficiary of such bonds upon my death.

ARTICLE III CARE AND CONTROL OF THE PRINCIPAL

My Agent is authorized, in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, to do the following, provided, however, that my Agent shall, in acting in accordance with this Article, coordinate with the Agent acting under my Health Care Power of Attorney, if any such Agent is then acting:

A. **Provide for Principal's Support.** To do all acts necessary for maintaining my customary standard of living, to provide living quarters, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment, excluding the authority to enter into any arbitration agreement with such hospital, nursing home, assisted living home or other facility that waives or limits my right to a trial by jury. In addition, my Agent may make arrangements for care providers, upon such terms as my Agent deems appropriate, including hiring my Agent as my care provider; to assist me with my activities of daily living and health care, and to compensate such care provider even if such care provider is my Agent.

B. **Activities and Travel.** To provide me with opportunities to engage in recreational activities and travel as my health permits.

C. **Arrange for Hospital Needs.** To make necessary arrangements for me at any hospital, nursing home, assisted living home or similar facility and to assure that my needs are provided for at such facility.

D. **Make Advance Funeral Arrangements.** To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate.

ARTICLE IV INCIDENTAL POWERS

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient of such exercise or exercises, including without limitation, i) to take any appropriate court action; ii) to employ, compensate and discharge such domestic, medical and professional personnel; iii) to execute and deliver any and all documents; iv) to borrow funds in my name and on my behalf for the purposes of this document; v) to supplement this instrument by adding or modifying the descriptions of any property, real or personal, which I may now or hereafter own, in whole or in part; and vi) to do all miscellaneous acts necessary and appropriate, including the right to open and redirect my mail, to take or deny custody of all of my important documents, and to obtain and release or deny information or records of all kinds relating to me.

ARTICLE V THIRD PARTY RELIANCE

For the purpose of inducing all persons, organizations, corporations and entities including but not limited to any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or party to act in accordance with the instructions of my Agent given in this instrument, I hereby represent, warrant and agree that (a) third parties may rely upon the continued existence of this document and the authority of my Agent until actual notice of its termination is given; (b) the powers conferred on my Agent by this instrument may be exercised by my Agent in accordance with the provisions of this instrument, and my Agent's signature or act under the authority granted in this instrument may be accepted by persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf; (c) no person who, in good faith, acts in reliance upon any representations my Agent may make shall incur any liability to me or to my estate for permitting my Agent to exercise any such authority, nor shall any person who deals with my Agent be responsible to determine or ensure the proper application of funds or property; and (d) all parties are authorized to release any information to my Agent without limitation.

ARTICLE VI EFFECTIVE DATE

A. **Effective Date.** This Power of Attorney is effective immediately and shall not be affected by my disability.

B. **Termination.** This Power of Attorney and the authority of my Agent shall continue until the first of the following to occur:

1. **Revocation or Termination.** The Power of Attorney or the authority granted to my Agent hereunder is revoked or terminated by me, or by court order.

2. **Death.** The Agent has actual knowledge of my death.

DURABLE POWER OF ATTORNEY OF KATHLEEN SMITH

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SIMPSON LAW FIRM, LLC

3. Dissolution, Separation, Invalidity of Marriage. If my Husband has been appointed as my Agent (or as a successor or co-Agent), the date of entry of a decree of dissolution or legal separation or declaration of invalidity of our marriage, unless the decree provides otherwise. Such revocation shall not affect the validity of my appointment of any other person as my Agent under this Power of Attorney.

ARTICLE VII ADMINISTRATIVE AND OTHER PROVISIONS

The following provisions shall apply:

A. **Compensation.** My Agent shall be entitled to receive, at least annually, without court approval, reasonable compensation for services performed on my behalf, and shall be entitled to reimbursement for all costs and expenses reasonably incurred and paid by my Agent on my behalf under any provision of this instrument. My Agent may waive this right to compensation from time to time, without waiving the right to future compensation.

B. **Indemnity.** My estate and I will hold harmless and indemnify the Agent from all liability for acts or omissions done honestly, in good faith, and not constituting fraud, gross negligence, reckless indifference to the purposes of this Power of Attorney, or willful misconduct.

C. **No Duty to Monitor Health.** My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental competence to determine if any actions need be taken under this instrument.

D. **Nomination of Conservator for Principal.** If it becomes necessary to appoint a conservator of my estate, I nominate my Agent to serve in that capacity, without bond. If my primary Agent cannot or will not serve as conservator, I nominate the successor Agent to serve in the order I have named them herein.

E. **Definitions Relating to Digital Assets, Accounts and Devices.** For purposes of this instrument, the following terms shall have the following meaning:

1. "Catalogue of my electronic communications" shall mean a record of identifying information regarding electronic communications (as defined in 18 U.S.C. § 2510(12), as amended) sent or received by me, including, without limitation, the identity of the person with whom I had the communication, the electronic address of such person, and the time and date of the communication.

2. "Content of my electronic communications" shall mean information concerning the substance or meaning of electronic communications (as defined in 18 U.S.C. § 2510(12), as amended) sent or received by me which is stored in electronic form by a custodian providing service for such communications to the public, or which is carried or maintained by a remote-computing service to the public, and which is not readily accessible to the public.

3. My "Digital Assets" shall include any electronic record in which I have a right or interest, including any asset or liability which is itself an electronic record, regardless of the ownership of the device or account used to create such electronic record.

4. My "Digital Accounts" shall include all arrangements under which a custodian carries, maintains, processes, receives or stores a Digital Asset or provides goods or services in which I have an interest, or which I am lawfully entitled to use, either individually or jointly, regardless of the ownership of any device on which the Digital Account is accessed or stored.

5. A "Digital Device" is an electronic device that can create, generate, send, share, communicate, receive, store, display, or process information.

F. **Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

G. **Governing Law and Applicability to Foreign Jurisdictions.** This instrument shall be governed by the laws of the State of South Carolina in all respects.

H. **Revocation, Removal, Amendment and Resignation.** I direct that all previously executed powers of attorney (excluding any previously executed counterparts of this Power of Attorney and any health care power of attorney) shall be revoked by the execution of this instrument. This instrument may be amended or revoked by me. My Agent and any successor Agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent and to all alternate Agents. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My Agent and any successor Agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or in the case of a successor Agent, by delivery to my Agent.

I. **Photocopies.** My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

J. **Bond and Accounting.** To the extent permitted under South Carolina law, I direct that no court require my Agent to file a bond, accounting or inventory.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on July 10, 2025.

Kathleen Smith (SEAL)
Kathleen Smith

David T. White
David T. White, Witness

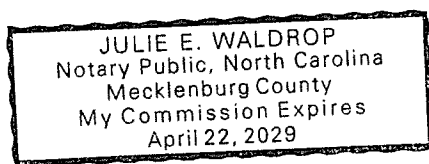
Haven Swanson
Haven Swanson, Witness

STATE OF NORTH CAROLINA)
)
MECKLENBURG COUNTY)

I, Julie E. Waldrop, do hereby certify that Kathleen Smith personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this July 10, 2025.

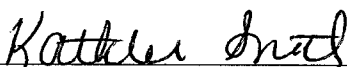
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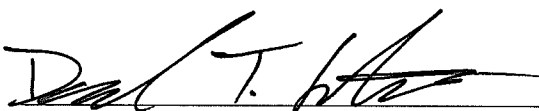
Julie E. Waldrop
Julie E. Waldrop, Notary Public for the State of
North Carolina
My Commission Expires: April 22, 2029

Attestation Page For Power of Attorney of Kathleen Smith

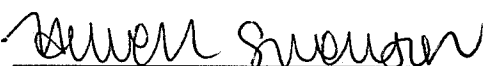
I, Kathleen Smith, the Principal, sign my name to this instrument on July 10, 2025, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Power of Attorney and that I sign it willingly (or willingly direct another to sign for me), that 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.


_____(SEAL)
Kathleen Smith

We, David T. White and Haven Swanson, the witnesses, sign our names to this instrument, and at least one of us, being first duly sworn, does hereby declare generally, and to the undersigned authority, that the Principal signs and executes this instrument as her Power of Attorney and that she signs it willingly (or willingly directs another to sign for her), and that each of us, in the presence and hearing of the Principal and in the presence of each other, hereby sign this Power of Attorney as witness to the Principal's signing, and that to the best of our knowledge the Principal is eighteen years of age or older, of sound mind, and under no constraint or undue influence. Each of us further certifies that he or she is not a party to or beneficiary of the transaction.



David T. White, Witness

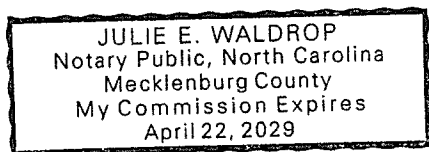


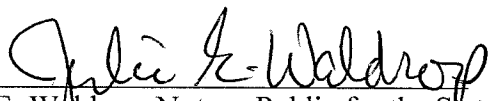
Haven Swanson, Witness

STATE OF NORTH CAROLINA)
)
MECKLENBURG COUNTY)

I, Julie E. Waldrop, do hereby certify that Kathleen Smith, the Principal, and David T. White and Haven Swanson, witnesses, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this July 10, 2025.





Julie E. Waldrop, Notary Public for the State of
North Carolina
My Commission Expires: April 22, 2029

DURABLE POWER OF ATTORNEY OF KATHLEEN SMITH

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SIMPSON LAW FIRM, LLC