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DURABLE POWER OF ATTORNEY
OF
ELIZABETH A. HILL

Jerry A. Gaines
The Odom Law Firm
220 North Church Street, Suite 1
Spartanburg, South Carolina 29304
864.582.6776

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DURABLE POWER OF ATTORNEY
OF
ELIZABETH A. HILL

ARTICLE I
INTRODUCTION

Introductory Provision. I, **ELIZABETH A. HILL**, as principal (the "Principal") have this day appointed **CHRISTI HILL BEBKO OR DALE CAPERS HILL**, both of whom shall be referred to herein as my "Agent," either of whom may exercise on my behalf the powers and discretions set forth below. Should either be unable to serve for any reason, the remaining Agent shall continue to serve.

Statement of Intent to Create Durable Power of Attorney Under State Statute. By this instrument I intend to create a Durable Power of Attorney under South Carolina law.

Agent Authorization. All persons named as Agents, or Alternate Agents herein who have succeeded to the office of Agent, are granted the powers and discretions described in the following provisions.

Delegation of All Powers Lawful to Delegate. I herewith delegate to my Agent each and every power that I may lawfully delegate, subject only to those limitations specifically set forth in this instrument.

ARTICLE II
ASSET POWERS

Introduction. My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible, and mixed, as follows:

(1) **Power to Sell.** My Agent is authorized to sell any and every kind of property that I may own now or hereafter acquire, real, personal, intangible, and/or mixed, on such terms and conditions and security as my Agent shall deem appropriate and to grant options with respect to sales thereof.

(2) **Power to Buy.** My Agent is authorized to buy every kind of property, real, personal, intangible, and/or mixed, on such terms and conditions as my Agent shall deem appropriate.

(3) **Power to Invest.** My Agent is authorized to invest and reinvest all or any part of my property in any property or interests, including undivided interests, in property, real, personal, intangible, and/or mixed, wherever located.

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(4) **Power to Manage Real Property.** With respect to real property, including but not limited to any real property I may hereafter acquire or receive and my personal residence, my Agent is authorized to lease, sublease, release; to eject and remove tenants or other persons. My Agent is authorized to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by my Agent.

(5) **Power to Manage Personal Property.** With respect to personal property, my Agent is authorized to buy, collect, receive, manage, lease, protect, insure, alter, improve, mortgage, pledge, sell, or transfer any such personal property, whether owned currently or hereinafter acquired by me.

(6) **Power to Operate Businesses.** My Agent is authorized to continue the operation of any business, corporation, partnership, limited liability company, proprietorship, or other entity owned by me, including all things relating to the management, operation, financing, and sale of any such business.

(7) **Power to Exercise Rights in Securities.** My Agent is authorized to exercise all rights with respect to corporate securities which I now own or may hereafter acquire.

(8) **Power to Demand and Receive.** My Agent is authorized to demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest, or make such other appropriate disposition of as my Agent deems appropriate, all cash, rights to the payment of cash, property, real, personal, intangible, and/or mixed, debts, dues rights, accounts, legacies, bequests, devises, dividends, annuities, rights, and/or benefits to which I am now or may in the future become entitled.

(9) **Power to Exercise Elective Share Rights.** My Agent is authorized to elect to take against any will and conveyances of my deceased spouse and/or any other person, if appropriate, and to retain any property which I have the right to elect to retain, as my Agent deems appropriate.

(10) **Power with Respect to Employment Benefits.** My Agent is authorized to create and contribute to an employee benefit plan for my benefit; to elect my retirement; to select any payment option; to make voluntary contributions; to make "roll-overs" of plan benefits into other retirement plans; to apply for and receive payments and benefits; to waive rights given to non-employee spouses under state or federal law; to borrow money and purchase assets from such plans; to make and change beneficiary designations; and to consent and/or waive consent in connection with the designation of beneficiaries.

(11) **Power with Respect to Bank Accounts.** My Agent is authorized to establish accounts of all kinds, including checking and savings, for me with financial institutions of any kind, including but not limited to banks and thrift institutions; to make

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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 authorized signatory; to negotiate, endorse, or transfer any checks or other instruments with respect to any such accounts; and to contract for any services rendered by any bank or financial institution.

(12) **Power with Respect to Safe-Deposit Boxes.** My Agent is authorized to contract with any institution for the maintenance of a safe-deposit box; to have access to all safe-deposit boxes in my name or with respect to which I am a signatory; to add to and remove from the contents of any such safe deposit box; and to terminate box leases.

(13) **Power with Respect to Legal and Other Actions.** My Agent is authorized 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.

(14) **Power to Manage Membership Plans and Accounts.** My Agent is authorized to open, manage, use, transfer, gift, and close on my behalf membership plans and accounts.

(15) **Power to Borrow Money.** My Agent is authorized to borrow money from any lender for my account on such terms and conditions and security as my Agent shall deem appropriate; and to borrow money on any life insurance policies owned by me on my life.

(16) **Power to Create, Fund, Amend, and Terminate Trusts.** My Agent is authorized to execute, amend, fund, withdraw, and terminate a revocable trust agreement with such trustee or trustees as my Agent shall select, which trust shall provide that all income and principal shall be paid to me, to some person for my benefit, or applied for my benefit in such amounts as I or my Agent shall request or as the trustee or trustees shall determine, and that on my death any remaining income and principal shall be paid to my personal representative.

(17) **Power to Fund Trusts Created by the Principal.** My Agent is authorized to transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument any and all of my cash, real or personal property of all kinds, or interests in property.

(18) **Power to Withdraw Funds from Trusts.** My Agent is authorized to request, withdraw, and/or receive the income or corpus of any trust over which I may have a right of withdrawal and to exercise or let lapse any power of withdrawal.

(19) **Power to Renounce and Resign from Fiduciary Positions.** My Agent is authorized to renounce any fiduciary position to which I have been or may be appointed or elected, and any office or position to which I have been or may be elected or

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appointed; to resign any such positions; to file an accounting with a court of competent jurisdiction or settle on an informal method as my Agent shall deem appropriate.

(20) **Power to Disclaim, Renounce, Release, or Abandon Property Interests.** My Agent is authorized to renounce, disclaim, release, or abandon any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession, including the right to alter, amend, revoke, or terminate, and to exercise any right to claim an elective share in any estate or under any will.

(21) **Power with Respect to Insurance.** My Agent is authorized to purchase, maintain, surrender, collect, or cancel life insurance or annuities, hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, long-term care insurance, and disability income insurance for me or any of my dependents, and liability insurance on assets of mine against loss or damage.

(22) **Power with Respect to Taxes.** My Agent is authorized 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, and any power of attorney form appointing an agent required by the Internal Revenue Service and/or any state and/or local taxing authority.

(23) **Power to Oversee Qualified State Tuition Plans.** My Agent is authorized to create, fund, modify, and terminate one or more qualified state tuition plans created under section 529 of the Internal Revenue Code.

(24) **Power to Make Gifts.** My Agent is authorized to make gifts or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such person or organization as my Agent shall select; to consent to the splitting of gifts under section 2513 of the Internal Revenue Code; to pay any gift tax that may arise by reason of such gift. Provided, however, that if this Power of Attorney shall permit an Agent to make gifts to a group of individuals, which includes the Agent, the amount of such gift to the Agent shall be limited to the greater of Five Thousand Dollars ($5,000.00) or five percent (5%) of the aggregate value of the Principal's assets effected by this Power of Attorney as of the date of the gift.

(25) **Power to Provide Support to Others.** My Agent is authorized to support and/or continue to support any person whom I have undertaken to support or to whom I may owe an obligation of support, in the same manner and in accordance with the same standard of living as I may have provided in the past; provided, however, that if at any time that my Agent shall act under this clause I am legally separated or divorced from my spouse, any support provided to such spouse by my Agent shall be limited to such support as may be required by law.

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(26) **Power to Make Loans.** My Agent is authorized to lend, renew, or extend money and property at such interest rate, if any, and on such terms and conditions, and with such security, if any, as my Agent may deem appropriate.

(27) **Power to Care for Pets.** My Agent is authorized to take possession of my pets and maintain them in the standard of care and health as I cared for them. In exercising such authority, my Agent is authorized to expend or otherwise use reasonable amounts of my funds as may be necessary or appropriate to provide for the health, care, exercise, and welfare of such pets including, but not limited to, veterinary care, food, toys, and kennel fees.

ARTICLE III
CARE AND CONTROL OF THE PERSON

Introduction. 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, as follows:

(1) **Power to Provide for Principal's Support.** My Agent is authorized to do all acts necessary for maintaining my customary standard of living, to provide a place of residence, to provide normal domestic help, and to provide clothing, transportation, medicine, food, health care, custodial care, and incidentals, as my Agent shall deem appropriate.

(2) **Power to Provide for Personal Care.** My Agent may make all decisions related to my personal care, including but not limited to, providing for my food and clothing, transportation, recreation, entertainment, and other activities of daily life.

(3) **Power to Provide for Recreation and Travel.** To provide opportunities for me to engage in recreational and sports activities, including travel, as my health permits.

(4) **Power to Provide for Spiritual or Religious Needs.** My Agent is authorized to provide for the presence of religious clergy, and to maintain my memberships in religious organizations.

(5) **Power to Provide for Companionship.** To provide for such companionship for me as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself.

(6) **Power to 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; if I have not previously done so myself.

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(7) **Power to Make Anatomical Gifts Effective at Death.** To make anatomical gifts of any of my organs, tissues, or body parts which will take effect at my death to such persons and organizations as my Agent shall deem appropriate and to execute such papers and do such acts as shall be necessary or appropriate.

(8) **Power to Change Domicile.** My Agent is authorized to establish a new residency or domicile for me, as my Agent shall deem appropriate.

(9) **Designation of Agent as HIPAA Personal Representative.** This Durable Power of Attorney authorizes my Agent to act on my behalf pertaining to me and my property. Some of these decisions also deal with decisions that relate to my health and health care matters. I therefore grant and confirm that my Agent also shall be treated as a "personal representative" under the Health Insurance Portability and Accountability Act of 1996 and its regulations (including 45 C.F.R. § 164.502(g)(2)) for all purposes relating to my "protected health information." My Agent is authorized to request and receive all "protected health information" and all other types of my medical records and information from my doctors, hospitals, and any other medical facility or provider.

ARTICLE IV
HEALTH CARE

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time to exercise the authority described below relating to matters involving my health and medical care.

The Agent, as my "personal representative," shall have powers granted by all applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA"). The information disclosed by any such health care provider is subject to further disclosure and may thereafter no longer be protected by such privacy rules. This authorization shall remain in effect until the earlier of its revocation by me or my death.

(1) **Power of Access and Disclosure of Medical Records and Other Personal Information.** To request, receive, and review any information, including both verbal or written, regarding my personal affairs or my physical or medical health, including medical and hospital records and any "protected health information" as defined by the Health Insurance Portability and Accountability Act ("HIPAA"), and to execute any releases or other documents that may be required to obtain such information, and to disclose or deny such information to such persons, organizations, firms, or corporations as my Agent shall deem appropriate. The Agent shall have powers granted by all applicable state and federal law, including HIPAA. For such purposes, I do hereby designate my Agent as my "personal representative" with all the authority granted to such person under HIPAA. The Agent may grant releases to hospital staff, physicians, and other health care providers who act in reliance on instructions given by my Agent or who render written opinions to the Agent from all liability for damages. This authorization is intended to provide my health care providers with the authorization necessary to allow each of them to disclose such general medical

information and protected health information regarding me to the above designated agents. The information disclosed by any such health care provider pursuant to this authorization is subject to further disclosure and use by such designated agents and may thereafter no longer be protected by such privacy rules. This authorization shall remain in effect until the earlier of its revocation by me or my death.

(2) **Psychiatric Records.** My Agent is authorized to request, receive, and review any information, including, both verbal or written, regarding my psychiatric or mental health, including psychiatric records, psychiatric notes, and hospital records and any "protected health information" as defined by the Health Insurance Portability and Accountability Act ("HIPAA"), and to execute any releases or other documents that may be required to obtain such information, and to disclose or deny such information to such persons, organizations, firms, or corporations as my Agent shall deem appropriate. The Agent shall have powers granted by all applicable state and federal law including HIPAA. For such purposes, I do hereby designate my Agent as my "personal representative" with all the authorities granted to such person under HIPAA. The Agent may grant releases to hospital staff, physicians, and other health care providers who act in reliance on instructions given by my Agent or who render written opinions to the Agent from all liability for damages. This authorization is intended to provide my health care providers with the authorization necessary to allow each of them to disclose such general psychiatric information and protected health information regarding me to the above designated agents. The information disclosed by any such health care provider pursuant to this authorization is subject to further disclosure and use by such designated agents and may thereafter no longer be protected by such privacy rules. This authorization shall remain in effect until the earlier of its revocation by me or my death.

(3) **Power to Obtain Medical Records to Determine Incapacity.** When it is necessary or appropriate to inquire about the physical or mental health of the Principal and notwithstanding any condition precedent otherwise contained in the document, the Agent is authorized to request, receive, and review any information, verbal or written, regarding the Principal's physical or mental health, including medical and hospital records. The Agent may execute any releases or other documents that may be required to obtain such information and to disclose such information to such persons, organizations, firms, or corporations as my Agent shall deem appropriate. The Agent shall have powers granted by all applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA"). For such purposes, I do hereby designate my Agent as my "personal representative" with all the authorities granted to such person under HIPAA. The Agent may grant releases to hospital staff, physicians, and other health care providers who act in reliance on instructions given by my Agent or who render written opinions to the Agent from all liability for damages. This authorization is intended to provide my health care providers with the authorization necessary to allow each of them to disclose such general medical information and protected health information regarding me to the above designated agents. The information disclosed by any such health care provider pursuant to this authorization is subject to further disclosure and use by such designated agents and may thereafter no

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longer be protected by such privacy rules. This authorization shall remain in effect until the earlier of its revocation by me or my death.

(4) **Power to Employ and Discharge Health Care Personnel.** My Agent is authorized to employ, compensate, and discharge health care personnel as my Agent shall deem necessary.

(5) **Power to Give, Withhold, or Withdraw Consent to Health Care Treatment.** My Agent is authorized to give, withhold, withdraw, or modify consent to any health care procedures, tests, or treatments, including surgery; to arrange for my hospitalization or other care; to summon emergency medical personnel and seek emergency treatment for me, as my Agent shall deem appropriate; to give, withhold, withdraw, or modify consents for procedures and care.

(6) **Power to Give or Withhold Consent to Psychiatric Treatment.** My Agent is authorized to arrange, on the execution of a certificate by two independent psychiatrists who have examined me and in whose opinions, I am in immediate need of hospitalization because of mental disorder, alcoholism, or drug abuse, for my voluntary admission to an appropriate hospital or institution for treatment of the diagnosed problem; to arrange for my treatment; and to revoke, modify, withdraw or change consent to such treatment.

(7) **Power to Maintain Me in My Residence.** My Agent is authorized to take whatever steps are necessary or advisable to enable me to remain in my personal residence as long as it is reasonable under the circumstances to maintain me in my residence.

(8) **Power to Exercise My Health Care Right of Privacy.** My Agent is authorized to exercise all state and federal rights that I may have, including but not limited to my right of privacy to make decisions regarding my health care.

(9) **Power to Authorize Relief from Pain.** My Agent is authorized to consent to the administration of pain-relieving drugs of any kind, or other surgical or health care procedures calculated to relieve my pain, even though such drugs or procedures may lead to permanent physical damage, addiction, or even hasten the moment of, but not intentionally cause, my death.

(10) **Power to Grant Releases.** My Agent is authorized to grant releases to hospital staff, physicians, and other health care providers who act in reliance on instructions given by my Agent from all liability for damages suffered or to be suffered by me.

ARTICLE V
REFUSAL OF HEALTH CARE TREATMENT

Authority for the Refusal of Health Care. I wish to live and enjoy life as long as possible. However, I do not wish to receive health care treatment that will only

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postpone the moment of my death from an incurable and terminal condition or prolong an irreversible coma. For purposes of this instrument, (1) "terminal condition" shall refer to a condition that is reasonably expected to result in my death within twelve (12) months regardless of the treatment I may receive, and (2) "irreversible coma" shall refer to a permanent loss of consciousness from which there is no reasonable possibility that I will return to a cognitive and sapient life and shall include but shall not be limited to that condition known as a persistent vegetative state. Therefore, if two licensed qualified physicians who are familiar with my condition have diagnosed and noted in my medical records that: i) I am unable to give informed consent to health care treatment that is proposed or available for my condition and my condition is terminal, or ii) I have been in a coma for at least sixty (60) days and that the coma is irreversible as defined above, then my Agent is authorized to: i) direct that health care be withheld or, if previously begun, to direct that such treatment be withdrawn, ii) request, require, or consent to the writing of a "No-Code" or "Do Not Resuscitate" order by any of my attending physicians, iii) sign on my behalf any documents necessary to carry out the authorizations, and iv) order whatever is appropriate to keep me as comfortable and free of pain as is reasonably possible, even though such drugs or procedures may lead to permanent physical damage or addiction, or hasten the moment of, but not intentionally cause, my death.

ARTICLE VI
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, affidavits, certificates, and papers necessary or appropriate to such exercise or exercises.

(1) **Resort to Courts.** My Agent is authorized to seek on my behalf and at my expense a declaratory judgment, mandatory injunction, or suit for damages from any court of competent jurisdiction.

(2) **Hire and Fire Any Personnel.** My Agent is Authorized to employ, compensate, and discharge such domestic, health care, and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants, and employees as my Agent deems appropriate.

(3) **Sign Documents and Incur Costs in Implementing the Agent's Instructions.** My Agent is authorized to sign, execute, endorse, seal, acknowledge, deliver, and file or record instruments and documents appropriate to effectuate the powers delegated herein; to incur costs on my behalf and to promptly pay such costs, and to expend my funds and to liquidate my property or to borrow money to produce such funds needed.

(4) **Power to Do Miscellaneous Acts.** My Agent is authorized to open, read, respond to, and redirect my mail; to represent me before the U.S. Postal Service; to establish, cancel, continue, or initiate my membership in organizations and

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associations; to take and give or deny custody of all of my important documents; to execute documents on my behalf; and to house or provide for housing, support, and maintenance of any animals that I may own or to transfer such animals to some person or persons willing to care for them.

ARTICLE VII
THIRD PARTY RELIANCE

Third Party Reliance. For the purpose of inducing all persons and entities, including but not limited to any physician, hospital, nursing home, health care provider, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party to act in accordance with the instructions of my Agent as authorized in this instrument, I hereby represent, warrant, and agree that: i) if this instrument is revoked or amended for any reason, I and my estate will hold any person or entity harmless from any loss suffered, or liability incurred by such person in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such person of actual written notice of any such revocation or amendment; ii) the powers conferred on my Agent may be exercised by my Agent alone and my Agent's signature or act under the authority granted in this instrument may be accepted by persons as fully authorized by me; iii) no person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me; iv) no person who relies on any affidavit or certificate under penalties of perjury that this instrument specifically authorizes my Agent to execute and deliver to such person shall incur any liability to me; v) all persons from whom my Agent may request information regarding me are released from any legal liability whatsoever to me, my estate, or my personal representative for complying with my Agent's requests; and vi) I hereby authorize all physicians and psychiatrists who have treated me, and all other providers of health care, including hospitals, to release to my Agent all information or photocopies of any records which my Agent may request and I hereby waive all privileges which may be applicable to such information and records.

ARTICLE VIII
RESTRICTION ON POWERS

Restriction on Powers. Notwithstanding any provision herein to the contrary, my Agent shall: i) have no power or authority whatsoever with respect to any interest in or incidents of ownership in any policy of insurance I may own on the life of my Agent; ii) have no power or authority whatsoever with respect to (a) any irrevocable trust created by my Agent as to which I am a trustee or a beneficiary, or (b) any asset given to me by my Agent; iii) be prohibited from (a) appointing, assigning, or designating any of my assets, interests, or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (b) exercising any powers of appointment I may hold in favor of my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (c) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to pass assets directly or indirectly to my Agent or his or her estate, or (d) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others,

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excluding those whom I am legally obligated to support; iv) be prohibited from exercising any discretionary fiduciary powers that I now hold or may hereafter acquire; and v) avoid disrupting the dispositive provisions of any estate plan of mine known to my Agent.

ARTICLE IX
DURABILITY PROVISION

Immediate Power. This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time.

ARTICLE X
ADMINISTRATIVE PROVISIONS

Introduction. The following provisions shall apply:

(1) **Nomination of Agent as Conservator and Guardian for Principal.** To the extent that I am permitted by law to do so, I herewith nominate and appoint my Agent to serve as my guardian, conservator, and/or in any similar representative capacity, if such an appointment is necessary.

(2) **Waiver of Acts of Omission and Commission.** My Agent (and my Agent's estate and Personal Representative), acting in good faith, are hereby released and forever discharged from any and all civil liability and from all claims or demands of all kinds whatsoever by me or my estate and Personal Representative arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence.

(3) **Waiver of Duty to Produce Income, Authority for Transactions between Agent as Agent and Agent as Individual and Eligibility of Agent to Serve in Other Fiduciary Capacities for Principal.** My Agent shall have no responsibility to make my property productive of income, to increase the value of my estate or to diversify my investments. My Agent shall have no liability for entering into transactions authorized by this instrument with my Agent in my Agent's individual capacity as long as my Agent believes in good faith that such transactions are in my best interests, or the best interests of my estate and those persons interested in my estate. My Agent shall be eligible to serve in all other fiduciary capacities, for me or my benefit (but not in my place where I may serve as a fiduciary for others), including but not limited to serving as Trustee, Guardian, Conservator, Committee, Personal Representatives.

(4) **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 capacity to determine if any actions need be taken under this instrument.

(5) **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

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such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

(6) **This Instrument Unaffected by Lapse of Time.** This power of attorney shall be legally unaffected by reason of lapse of time or staleness.

(7) **Agent Authorized to Sign Power of Attorney Forms.** In carrying out the authorizations set forth in this instrument, if in the sole opinion of my Agent it is necessary or convenient for my Agent to sign my name, as Principal, on forms of powers of attorney (the "Forms") required by governmental agencies, corporations or other entities in transactions with me, my Agent is authorized to execute such Forms, and to appoint an agent or other person on the Forms to represent me.

(8) **Agent Authorized to Employ Principal's Attorney.** The Principal requests and authorizes the Agent to employ the attorney who prepared this power of attorney or other attorneys employed by the Principal in connection with the Principal's estate plan and business matters and hereby (a) waives any and all conflicts of interest that might arise through such employment, (b) authorizes all such attorneys to make full disclosure of the Principal's estate plan and business to the Agent and (c) authorizes such attorneys to accept such employment.

(9) **Revocation and Amendment.** This instrument may be amended or revoked by me at any time by the execution by me of a written instrument of revocation or amendment delivered to my Agent and to all Alternate Agents.

(10) **Agent's Resignation and Selection of Substitute.** If my Agent desires to resign as my Agent, and there is no successor Agent named in this instrument who is willing and able to serve as my Agent, and I am incapacitated at the time of such resignation, then on such resignation my Agent is authorized and empowered to appoint a substitute Agent to act and serve as my Agent, such appointment to be made in a written instrument that shall be (i) signed by my Agent, (ii) delivered to my substitute Agent, and (iii) attached to this instrument.

(11) **Agent's Death, Incapacity, or Resignation and Selection of Substitute.** At any time after my incapacity, my Agent at any time may appoint a future successor Agent to act and serve as my Agent in the event that my Agent shall die or become mentally incapacitated or shall resign prior to my death, and my Agent at any time during my Agent's service as Agent may also revoke any such appointment theretofore made by my Agent, provided, however, that my Agent may not revoke, modify or supersede any appointment of a successor Agent made by me in this power of attorney. Any appointment made by my Agent shall be made in a written instrument that shall (i) specify the event or events on which such substitution shall become effective, (ii) be signed by my Agent, (iii) be delivered to my substitute Agent, and (iv) be attached to this instrument.

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(12) **Counterpart Originals.** If this instrument has been executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

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

(14) **Binding Effect.** This instrument and actions taken by my Agent properly authorized hereunder shall be binding on me, my estate and my Personal Representative.

IN WITNESS WHEREOF, I have executed this Power of Attorney this August 23, 2023, and I have directed that photographic copies of this power be made which shall have the same force and effect as an original.

Elizabeth A. Hill
ELIZABETH A. HILL, PRINCIPAL

ATTESTATION

The foregoing Durable Power of Attorney was this August 23, 2023, signed, sealed, published and declared by the said Principal as and for the Principal's Durable Power of Attorney in our presence, and at the Principal's request and in the Principal's presence, and in the presence of each other, have hereunto subscribed our names as witnesses on the above date.

Randi Phillips of Gaffney, S.C.
RANDI PHILLIPS

Jerry Gaines of Inman, S.C.
JERRY GAINES

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Shelby Cnty Judge of Probate, AL
08/29/2023 12:15:56 PM FILED/CERT

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF SPARTANBURG)

I, Jerry Gaines, the undersigned Notary Public, do hereby certify that ELIZABETH A. HILL personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23 day of August, 2023.

_____(SEAL)
Notary Public for South Carolina
My commission expires: 2.22.32

JERRY GAINES
NOTARY PUBLIC
My Commission Expires 02/22/2032
SOUTH CAROLINA