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GENERAL DURABLE POWER OF ATTORNEY

ARTICLE I DESIGNATION OF AGENT

Designation of Agent. I, **Barbara J. Richards**, also known as **Barbara Jones Richards**, of Wake County, North Carolina, being of sound mind, appoint my son, **Samuel Albert Richards**, and my daughter, **Amy R. Harrison**, to serve together as my Co-Attorneys-in-Fact (herein referred to as my "Agent") for the purposes set out below. If either agent dies, resigns, or for any reason cannot serve as my agent as shown by death certificate, resignation letter, or affidavit of my remaining agent, then in that event, the remaining agent shall serve alone.

Appointment of Successor. If, upon the death, removal or resignation of an Attorney-in-Fact serving hereunder, no successor or surviving Attorney-in-Fact has been named herein and/or if a person named as successor Attorney-in-Fact fails or refuses to accept such appointment, the last person who served or is serving as Attorney-in-Fact hereunder who was not removed from office shall have the power to appoint a person or persons to serve as successor attorney(s)-in-fact hereunder. The appointing Attorney-in-Fact may resign and make the appointment effective immediately or the appointment may provide that it will become effective upon the subsequent death, removal or resignation of the appointing Attorney-in-Fact.

The appointment of a successor Attorney-in-Fact shall be made as follows:

- (a) The Attorney-in-Fact entitled to make the appointment shall sign and acknowledge a written instrument making the appointment;
- (b) The written instrument making the appointment shall be recorded in the office of the register of deeds where this power of attorney has been recorded; and

Submitted electronically by "Connor Bunn Rogerson Woodard & Fleming, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

- (c) If the appointment was to become effective upon the occurrence of a subsequent event or condition, a written instrument signed and acknowledged by the appointee giving notice of the occurrence of such event or condition shall be recorded in the office of the register of deeds where this power of attorney has been recorded. The facts stated in the recorded appointee notice shall be conclusively presumed to be true.

ARTICLE II GENERAL STATEMENT OF AUTHORITY GRANTED

I grant to my Agent the power to do and perform in a fiduciary capacity as my Agent may deem advisable anything of any character which I might do or perform for myself if personally present and acting, including, but not limited to, the specific powers set forth below in Articles III, IV, and V, but excluding those matters which my Agent is not permitted to do as expressly provided in this General Power of Attorney or as provided by law.

ARTICLE III SPECIFIC POWERS RELATING TO PROPERTY

My Agent may exercise the following powers relating to property or interests in property, which I now own or may hereafter acquire:

Collection of Property. The power to demand, sue for or use other lawful means to obtain, collect, and take possession and control of any sums of money, debts, checks, accounts, interest, dividends, annuities, rents, goods, chattels, inheritances, insurance benefits, social security benefits, unemployment benefits, veteran's benefits and any other claims and right whatsoever which are now or may hereafter become due, owing, payable or belonging to me, and to compromise, settle, arbitrate, abandon or otherwise deal with any such claims;

Sale or Other Disposition of Property. The power to sell, exchange, quitclaim, convert, partition, grant an option on, abandon or otherwise dispose of all or any part of my real or personal property or my interest in such property, including, but not limited to automobiles, stocks, bonds, and real estate owned by me individually, as a tenant in common, tenant by the entirety or otherwise, upon any terms and conditions;

Acquisition and Retention of Investments. The power to acquire and retain for any period of time as investments, without diversification as to kind or amount, any real or personal property, or interest in such property, including an undivided, temporary or remainder interest, income or non-income producing, located within or outside the United States, and including, but not limited to, notes, U.S. Treasury Bonds redeemable at par in payment of federal estate tax, any other bonds, debentures, mortgages and other obligations, secured or unsecured, common and preferred stocks, mutual funds, legal and discretionary trust funds, general and limited partnership interests, leases and securities of any corporate Agent or any corporation owning stock of the corporate Agent or of any subsidiary or affiliate of or successor to such corporation;

Management of Property. The power to take possession, custody, control and otherwise manage any of my real or personal property, or my interest in such property, including, but not limited to, the power (i) to protect, develop, subdivide and consolidate such property, (ii) to lease such property upon any terms and conditions including options to renew or purchase for any period or periods of time and to modify, renew or extend any existing leases, (iii) to erect, repair, or make improvements to any building or other property and to remove existing structures, (iv) to establish and maintain reserves for the maintenance, protection and improvements of such property and for other purposes, (v) to initiate or continue farming, mining or timber operations on such property, (vi) to purchase and carry casualty and liability insurance, (vii) to grant or release easements with respect to such property, (viii) to dedicate or withdraw from dedication such property from public use, and (ix) to join with co-owners in exercising any such powers;

Business Interests. The power to continue to own, or to form initially, and operate any business interest, whether in the form of a proprietorship, corporation, general or limited partnership, joint venture or other organization, including, but not limited to, the power (i) to effect incorporation, dissolution or other change in the form of the organization of such business interest, (ii) to dispose of any part of such business interest or acquire the interest of others, (iii) to continue, enter into, modify or terminate any agreements relating to any such business interest, and (iv) to invest capital or additional capital in or lend money to such business interest;

Borrowing Money. The power (i) to borrow money for my benefit from my Agent, individually, or from others, upon any terms and conditions, (ii) to secure the payment of any amount so borrowed by mortgaging, pledging or otherwise encumbering any of my real or personal property, or my interest in such property, and (iii) to modify, renew or extend the time for payment of any obligation, secured or unsecured, payable by me for any period or periods of time and upon any terms and conditions;

Lending Money. The power (i) to lend money to any person upon any terms and conditions, (ii) to modify, renew or extend the time for payment of any obligation, secured or unsecured, payable to me for any period or periods of time and upon any terms and conditions, (iii) to foreclose as an incident to the collection of any obligation, any deed of trust or other lien securing such obligation, to bid on the property at such a foreclosure sale or otherwise acquire the property without foreclosure and to retain the property so obtained;

Holding Property in Nominee Form. The power to register and hold any securities or other property in the name of a nominee or in any other form without disclosure of the agency relationship, or to hold the same in such form that they will pass by delivery;

Exercise of Security Rights. With regard to securities of mine, including stocks, bonds and any evidence of indebtedness, the power (i) to vote any such securities in person or by special, limited or general proxy at any shareholders' meeting, (ii) to consent to or participate in any contract, lease, mortgage, foreclosure, voting trust, purchase, sale or other action by any corporation, company or association, (iii) to consent to or participate in, facilitate and implement any plan of incorporation, reincorporation, reorganization, consolidation, merger, liquidation, readjustment or other similar plan with respect to any such corporation, company or association,

and (iv) to exercise all options, rights and privileges, including the exercise or sale of conversion, subscription or other rights of whatever nature pertaining to any such securities and to subscribe for additional securities or other property;

Creation of Revocable or Irrevocable Trusts. The power to amend and/or to create a Revocable Trust or to create an Irrevocable Trust that provides for me alone or for me and/or my spouse, if any, and/or one or more of my descendants during my lifetime and at my death provides for my spouse, if any, for my spouse's lifetime and then for my descendants, per stirpes, or provides for my beneficiaries consistent with my existing Last Will and Testament. Provisions for my spouse, if any, and my other beneficiaries, may include, but are not limited to, a Supplemental Needs or Special Needs Trust, or an asset protection trust, as my Agent may deem appropriate. Upon my death, the trust property may be distributed in trust or outright and free of trust to my spouse and/or my beneficiaries, if any, as directed above, or in the alternate, to those persons who would be my heirs had I died intestate owning such property;

Further, my trustee may create and fund, with so much of my income and/or assets as my Agent deems necessary or appropriate, a qualified income trust, a pooled trust or a disability trust, all as authorized pursuant to 42 USC 1396(p)(d)(4)(A)-(C) and to execute any accompanying joinder agreement for purposes of establishing a pooled trust and to nominate beneficiaries consistent with the laws governing such trust(s) and further to nominate the ultimate beneficiary, after repayment of any state or federal entity, provided such nomination is consistent with my existing estate plan, if any, and if none, then to those persons who would be my heirs had I died intestate owning such property;

Transfer of Property to and Withdrawal of Property from Trusts. The power to assign, transfer and convey all or any part of my real or personal property, or my interest in such property, to (i) any irrevocable or revocable trust established by me during my lifetime, or (ii) any irrevocable or revocable trust established by my Agent during my lifetime. The power to withdraw property from (i) any revocable trust established by me during my lifetime, or (ii) any revocable trust established by my Agent during my lifetime. The power to exchange property to and from an irrevocable trust created by me or my agent.

Gifts. The power to give any or all of my real and/or personal property, or my interest in any such property, to my spouse, to my issue and/or to the spouse of any of my issue, not necessarily in equal amounts or shares, including the power to make such gifts to my attorney-in-fact, if my attorney-in-fact is a member of the class of eligible donees as set forth hereinabove. Such power shall include but not be limited to the power to gift any or all of my property held with a bank, savings and loan, brokerage house or other institution. Such bank, savings and loan, brokerage house or other institution shall be entitled to rely on an affidavit executed by my above named attorney-in-fact stating that such transaction is authorized under this instrument. Any bank, savings and loan, brokerage house or other institution dealing in good faith with my attorney-in-fact under this instrument shall be protected and not be responsible for the misapplication of any money or other property gifted by or to such attorney-in-fact.


Any gifts made by my attorney-in-fact under this instrument must (1) be advisable for tax planning, asset protection or other purposes, specifically including but not limited to private or

public benefit or medical assistance planning, and (2) be in the mutual interests of me, my spouse and my issue; any such determinations shall be made in the reasonable discretion of my attorney-in-fact. My attorney-in-fact shall not be limited by my history of making or joining in the making of gifts.

Gifts authorized by this power of attorney may be made in any manner which my attorney-in-fact deems appropriate, including but not limited to, outright gifts, gifts in trust, gifts which retain a life estate or an estate for a fixed term for me, gifts which retain a special power of appointment by me, gifts of future or contingent interests, gifts to a custodian under a uniform gifts or transfers to minors act, gifts for education given to an educational organization, or gifts for medical care given to medical services providers.

It is my desire that my attorney-in-fact attempt to maximize the impact of any present or future federal or state transfer tax (i.e., gift tax or estate tax); however, the imposition of any such tax shall not prohibit my attorney-in-fact from making gifts.

Renunciations. The power to renounce or disclaim in whole or in part the right of succession to any real or personal property or interest in such property passing to me as an heir or beneficiary under a will or otherwise when in the opinion of my Agent a renunciation or disclaimer is advisable for tax purposes.

 Insurance Transactions. The power to exercise or perform any act, power, duty, right or obligation whatsoever in regard to any contract of life, accident, health, disability or liability insurance or any combination of such insurance procured by or on behalf of me prior to execution; and to procure new, different or additional contracts of insurance for me and to designate the beneficiary of any such contract of insurance, including my Agent.

Estate Transactions. The power to request, ask, demand, sue for, recover, collect, receive, and hold and possess all legacies, bequests, devises, as are owned by, or due, owing, payable, or belonging to me at the time of execution or in which I may thereafter acquire interest, to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make execute and deliver for the principal, all endorsements, acquaintances, releases, receipts, or other sufficient discharges for the same.

ARTICLE IV SPECIFIC POWERS RELATING TO PERSONAL AFFAIRS

My Agent may exercise the following powers relating to personal affairs:

Support. The power to do any acts, including disbursing of any monies belonging to me, which, in the opinion of my Agent, may be necessary or proper for any purpose in connection with the support and maintenance of my spouse, my dependents and me in accordance with our customary standard of living, including, but not limited to, provisions for housing, clothing,

food, transportation, recreation, education and the employing of any person whose services may be needed for such purposes.

Health Care. The power to disburse any monies belonging to me, which, in the opinion of my Agent, may be necessary or proper for any purpose in connection with my health care and the health care of my spouse and dependents, that is, any care, treatment, service or procedure to maintain, diagnose, treat, or provide for my physical or mental health or personal care and comfort and that of my spouse and dependents, including, but not limited to, the power to pay for the charges of health care providers, such as any physician, dentist, or podiatrist and any hospital, nursing or convalescent home, or other institution;

I intend for my agent to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164;

I authorize: any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care provider, any insurance company and the Medical Information Bureau Inc. or other health-care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse;

The authority given my agent shall supersede any prior agreement that I may have made with my health-care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my agent has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health-care provider;

Asserting My Intent to Return Home. If I ever enter a nursing home or other care facility, it is my intent to return to any home that I own or in which I have an interest. This should not limit the ability of my Agent to exercise the full powers listed in this document and I understand that there may be some circumstances where it may be best for my Agent to sell or transfer my home. I hereby authorize my Agent to execute a "Statement of Intent to Return Home" in connection with any Medicaid application or recertification that may need to be filed on my behalf.

Other Personal Affairs. The power to do acts, including the disbursing of any monies belonging to me, which, in the opinion of my Agent, may be necessary or proper in connection with the conduct of my other personal affairs, including, but not limited to, (i) continuation, use or termination of any charge or credit accounts, (ii) payments or contributions to any charitable, religious or educational organizations, (iii) dealing with my mail and representing me in any matter concerning the U.S. Postal Service, (iv) continuation or discontinuation of my membership in any club or other organization, and (v) acceptance or resignation, on my behalf, from any offices or positions which I may hold including any fiduciary positions.

ARTICLE V MISCELLANEOUS SPECIFIC POWERS

My Agent may exercise the following miscellaneous powers:

Tax Matters. The power to perform any and all acts that I might perform with respect to any and all federal, state, local and foreign taxes, for the period between the tax years 1984 and 2084, including, but not limited to, the power (i) to make, execute and file returns, amended returns, declarations of estimated tax, joint or otherwise, and to represent me or to sign an Internal Revenue Service Form 2848 ("Power of Attorney and Declaration of Representative") or 8821 ("Tax Information Authorization"), or comparable authorization, appointing a qualified lawyer, certified public accountant or enrolled agent (including my Agent if my Agent is qualified as such a lawyer, accountant or agent) to represent me in all tax matters before any office of the Internal Revenue Service or any state, local or foreign taxing authority with respect to all types of taxes; (ii) to represent me before any office of the Internal Revenue Service or other taxing authority with respect to any audit or other tax matter involving any tax year or period, (iii) to receive from or inspect confidential information in any office of, the Internal Revenue Service or state, local or foreign tax authority, (iv) to receive, endorse, and collect checks refunding taxes, penalties or interest, (v) to execute waivers of restrictions on assessment or collection of deficiencies in tax, (vi) to execute consents extending the statutory period for assessment or collection of taxes, (vii) to execute and prosecute protests or claims for refund or applications for correction of assessed value, (viii) to execute closing agreements under IRC §7121 or comparable provisions of any state, local or foreign tax statutes or regulations, (ix) to prosecute, defend, compromise or settle any tax matter, (x) to delegate authority to or substitute another representative for anyone previously appointed by me, any Agent, or attorney, respecting any such taxes or tax matters, and (xi) to receive copies of all notices and other written communications involving my federal, state, local or foreign taxes at the home or office address of my Agent. I waive any privileges I may have against disclosure of any confidential tax information to my Agent.

If I am married, to signify, as may be required under IRC §2513 or any corresponding section of any future United States law, my consent to having one-half (1/2) of any gift(s) made by my spouse considered as made by me.

This General Durable Power of Attorney shall be deemed to apply to all types of taxes, including, but not limited to: all foreign taxes, federal income, FICA, payroll, generation skipping (and allocation of my generation skipping exemption) and gift taxes, and state and local income, payroll, intangibles, gift, and generation skipping (and allocation of my generation skipping exemption), due, reportable, or payable; and all returns to be filed on, within, or between the following years: 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068,

2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084;

Banking Transactions. The power (i) to make deposits in or withdrawals from any account of mine in any banking, trust or investment institution, whether such account is in my name or in the joint names of myself and any other person, (ii) to open any account or interest with any such institution in my name or in the name of my Agent or in our names jointly, (iii) to endorse any checks or negotiable instruments payable to me for collection or deposit to such accounts and to sign, execute and deliver checks or drafts on such accounts, and (iv) to exercise any right, option or privilege pertaining to any account, deposit, certificate of deposit, or other interest with any such institution;

Safe Deposits. The power (i) to have access to any safe deposit box held in my name or in the joint names of myself and any other person, (ii) to lease one or more safe deposit boxes for safekeeping of my assets, and (iii) to deal with the contents of any safe deposit box, including the removal of such contents;

Individual Retirement Accounts and Qualified Retirement Plans. The power to exercise all rights, privileges, elections, and options I have with regard to any individual retirement account, pension, profit sharing, stock bonus, Keogh or other retirement plan; or other benefit or similar arrangement; including, but not limited to making withdrawals; making, changing or altering beneficiary designations, determining or amending forms of payments on behalf of me or my beneficiaries; making, changing, or altering investment decisions; changing custodians or trustees; making or completing rollovers; and making direct "trustee-to-trustee" or similar type transfers of the assets, rights, or other benefits thereof;

Social Security and Unemployment. The power to prepare, execute and file all social security, unemployment insurance and information returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government;

Benefits From Military Service. To execute vouchers in my name for any and all allowances and reimbursements payable by the United States, or subdivision thereof, to me, arising from or based upon military service and to receive, to endorse, and to collect the proceeds of any check payable to my order drawn on the treasurer or other fiscal officer or depository of the United States or subdivision thereof; to take possession and to order the removal and shipment, of any property of mine from any post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, to execute and to deliver any release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument which the attorney-in-fact shall think to be desirable or necessary for such purpose, to prepare, to file, and to prosecute my claim to any benefit or assistance, financial, or otherwise, to which I am, or claim to be, entitled, under the provisions of any statute or regulation existing at the creation of the agency or thereafter enacted by the United States or by any state or by any subdivision thereof, or by any foreign government, which benefit or assistance arises from or is based upon military service performed prior to or after executed hereof;

Legal and Other Actions. The power to cause to be commenced, prosecuted, defended, appealed, compromised, settled, arbitrated or discontinued in my name as plaintiff or defendant, as the case may be, any legal or equitable proceedings, judicial or administrative;

Employment of Advisors. The power to employ or discharge persons, firms and corporations to advise or assist my Agent, including, but not limited to, agents, accountants, auditors, brokers, attorneys-at-law, custodians, investment counsel, rental agents, realtors, appraisers and tax specialists;

Contracting Authority. To enter into any agreement necessary or sufficient to enforce any legal right possessed by me, including but not limited to agreements pertaining to marital rights, agreements for personal services to be performed for me or on my behalf and authorizing a person, persons or agency, including my Agent, to provide personal services to me, including health care services and decisions, in exchange for a lump sum or other type of payment from my assets or income, for services rendered during my life, including the remainder of my lifetime, even if the payment depletes all of my assets or income;

Bankruptcy. To file Bankruptcy on my behalf, to attend to any section 341 Creditors' Meetings or other hearings, to sign all papers necessary to effectuate a bankruptcy filing, and to act in all ways necessary or appropriate to effectuate a bankruptcy filing under any chapter of the United State Bankruptcy Code;

Resignations and Acceptance of Positions. To resign any position which I might hold as an officer or director of a corporation, as a partner of a partnership, as a personal representative, trustee, guardian or other fiduciary or as a politically elected or appointed officer of other similar position and to accept any such position provided that my agent may only "accept" an appointment or nomination on my behalf but shall not "serve" in my stead for any such office or fiduciary position requested of me by any third party and expected by that party for me to render such service personally;

Attorney-Client Privilege. To waive the attorney-client privilege and obtain all information from any lawyer representing me or who has represented me. Any such lawyer is authorized to furnish all information requested concerning any legal representation as fully as if I had requested such information myself;

Establish Joint Survivorship Accounts and/or payable on Death Accounts. My agent may establish joint and survivorship accounts in my name and in the name of my spouse, and/or any of my children, and/or any of my grandchildren; and may establish payable on death accounts and/or transfer on death accounts wherein the designated beneficiary of said account shall be my spouse, and/or any of my children, and/or any of my grandchildren;

Change beneficiary of Life Insurance, Annuity or Retirement Accounts. My Agent may change the beneficiary of any life insurance policy or other insurance or annuity contract wherein the beneficiary of said policy shall be my spouse, and/or any of my children, and/or any of my grandchildren;

Disclaimers, Waivers and Powers of Appointment. To claim or disclaim or waive any interest in property, in whole or in part, and to exercise any power of appointment over property that I have or would otherwise receive, INCLUDING circumstances where the exercise of any of these actions would result in a benefit to my Agent, or the estate, creditors, or the creditors of the estate of my Agent, or an individual to whom my Agent owes a legal obligation of support;

Government benefits. To use the authority conferred in this Durable Power of Attorney to make decisions which my Agent may, in his or her own discretion, determine are appropriate to qualify for Medicaid or any other public benefit program and to consent on my behalf to support orders sought and obtained by my spouse for my spouse's proper support and to avoid my spouse's impoverishment; however, my Agent should exercise this power only after consultation with and guidance from a qualified Elder Law Attorney eligible to practice law in the State of my residence. I understand that my Agent may engage in such planning for such purposes as spousal protection, preservation of my assets for needs not met by public benefit programs and/or the preservation of assets for my testate or intestate or trust beneficiaries;

Retirement Accounts and Pension Plans. To apply for and receive any retirement benefit, including profit sharing, pension or other employee welfare plans and other benefits to which I may be entitled, including the right to act as my representative payee with Social Security Administration, and to exercise any right to elect benefits or payment options, and specifically including the right to terminate or withdraw from any such account or plan and to change beneficiaries of any such account or plan provided such change is consistent with my estate plan; and to change ownership of any such account or plan from me to my spouse and to consent to or waive consent in connections with the designation of beneficiaries and joint and survivor spousal rights under any such account or plan;

Life Insurance and Annuities. To purchase, sell, assign, surrender, and/or withdraw from, life insurance and annuity contracts and to exercise any and all rights of mine under such contracts including the right to designate or change owners and beneficiaries provided such designation or change of beneficiaries is consistent with the designation of beneficiaries under my existing estate plan.

ARTICLE VI EFFECT OF SUBSEQUENT DISABILITY OF PRINCIPAL

This General Power of Attorney is executed pursuant to Article 2 of Chapter 32A of the General Statutes of North Carolina and shall not be affected by my subsequent incapacity or mental incompetence.

ARTICLE VII ADMINISTRATIVE AND OTHER MISCELLANEOUS PROVISIONS

Guardianship Provision. If it becomes necessary for a court to appoint a guardian of my estate, I nominate my Agent acting under this document to be the guardian of my estate, to serve without

bond or security. My agent may also serve as guardian of my person, to serve without bond or security, but my health care agent shall have priority to be appointed over my person.

Reliance of Third Parties on Agent.

1. No person who relies in good faith upon the authority of or any representations by my Agent shall be liable to me, my estate, my heirs, successors, assigns, or personal representatives, for actions or omissions by my Agent.

2. The powers conferred on my Agent by this document may be exercised by my Agent alone, and my Agent's signature or act under the authority granted in this document 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. All acts performed in good faith by my Agent pursuant to this General Power of Attorney are done with my consent and shall have the same validity and effect as if I were present and exercised the powers myself, and shall inure to the benefit of and bind me, my estate, my heirs, successors, assigns, and personal representatives. The authority of my Agent pursuant to this General Power of Attorney shall be superior to and binding upon my family, relatives, friends and others.

Revocation of General Power of Attorney. If this General Power of Attorney has not been registered in an office of the register of deeds in any county in North Carolina, then in addition to the methods of revocation provided by Section 32A-13(b) of the General Statutes of North Carolina, this General Power of Attorney may be revoked by my executing and acknowledging, in the manner provided for execution of durable powers of attorney in Article 2 of Chapter 32A of the General Statutes of North Carolina a subsequent General Power of Attorney, a copy of which is delivered to the Agent acting under this General Power of Attorney in person or to such person's last known address by certified or registered mail, return receipt requested.

Legal Documents and Incidental Costs. My Agent shall be entitled to sign, execute, deliver, and acknowledge any contract or other document that may be necessary, desirable, convenient, or proper in order to exercise and carry out any of the powers described in this document and to incur reasonable costs on my behalf incident to the exercise of these powers. My Agent shall have no authority to enter into any contract that mandates arbitration as a mandatory form of dispute resolution.

Duty and Limited Liability of Agent. This General Power of Attorney does not impose a duty on my Agent to exercise granted powers, but when a power is exercised, my Agent shall use due care to act in my best interests and in accordance with this document. My Agent and my Agent's estate, heirs, successors, and assigns are hereby released and forever discharged by me, my estate, my heirs, successors, and assigns and personal representatives from all liability and from all claims or demands of all kinds arising out of the acts or omissions of my Agent pursuant to this document, except for willful misconduct or gross negligence.

Accountings. My Agent shall keep full and accurate inventories and accounts of all transactions for me as my Agent. Such inventories and accounts shall be made available for inspection, upon

request by me or by my guardian or personal representative. My Agent shall not be required to file any inventory or accounts with any court or clerk.

Removal and Resignation of Agent. I shall have the right to remove an Agent at any time in a writing signed by me and acknowledged before a notary public and delivered to the Agent in person or to such person's last known address by certified or registered mail, return receipt requested. An Agent shall have the right to resign in a writing signed by the Agent and acknowledged before a notary public and delivered to me and to any other Agent acting under this General Power of Attorney or, if none, to the designated successor Agent, if any, in person or to such person's last known address by certified or registered mail, return receipt requested.

Continuing Nature and Conflicts of Interest. The powers herein granted shall be deemed continuing and relate as fully to any property that I may hereafter acquire as to any property I may own, and may be exercised repeatedly. In the event my Agent will occupy, from a legal standpoint, positions in which a conflict of interest is either real or apparent, I hereby declare that the existence of any conflict of whatever nature or however arising shall not in any manner limit any of the powers herein conferred upon my attorney-in-fact, who may perform any act authorized hereunder notwithstanding any such conflict of interest.

Compensation of My Agent. As full compensation for his or her services hereunder, any attorney-in-fact serving hereunder may pay to or for the benefit of himself or herself an amount not to exceed five percent (5%) of the receipts, including the value of all personal and real property when received, and also an amount not to exceed five percent (5%) of the expenditures made in accordance with law. In lieu thereof, if my attorney in fact has not taken five percent (5%) of receipts as allowed above and accurate hourly records are kept, my attorney in fact may pay himself or herself on an hourly basis in a reasonable amount not to exceed Fifty Dollars per hour. A corporate fiduciary shall take an amount in accordance with their published fee schedule. In addition, I reserve the right to authorize my attorney-in-fact, in writing, to pay to himself or herself additional or different compensation. If my attorney-in-fact is a licensed attorney at law or accountant, I authorize him or her to pay to or for the benefit of himself or herself a reasonable fee as compensation for any professional services he or she performs on my behalf as an attorney at law or accountant; such compensation to be in addition to the fees referred to above. No attorney-in-fact who has been adjudged guilty of misconduct in the execution of this office resulting in the removal of the attorney-in-fact from this office shall be entitled to any compensation hereunder.

Relation of Agent to Health Care Agent. Any decision affecting my property or financial affairs, including a decision as to the disbursement of monies belonging to me, which is made by my Health Care Agent appointed pursuant to a Health Care Power of Attorney meeting the requirements of Article 3 of Chapter 32A of the General Statutes of North Carolina shall be superior to and binding upon my Agent acting under this General Power of Attorney, and my Agent acting under this General Power of Attorney shall not be required to inquire into whether any such decision is necessary to exercise powers relating to health care, or whether costs incurred by the Health Care Agent are reasonable, and shall not be liable to me, my estate, my heirs, successors, assigns and personal representatives for any acts or omissions arising from any such decision.

Partial Invalidity. If any part of this General Power of Attorney is declared invalid or unenforceable under applicable law, such decision shall not affect the validity of the remaining parts.

I have signed and sealed this General Power of Attorney this 23rd day of October, 2012.

Barbara J. Richards (SEAL)
Barbara J. Richards

Barbara J. Richards
WITNESS

Shelia H. Alexander
WITNESS

Raleigh, NC
ADDRESS

Raleigh, NC
ADDRESS

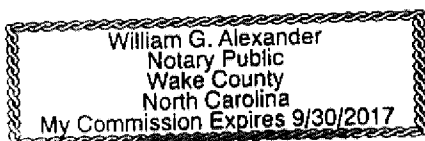
STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, William G. Alexander, a Notary Public of Wake County, North Carolina, do hereby certify that **Barbara J. Richards**, identified by her government issued picture identification card, personally appeared before me this day, who acknowledged the due execution of the foregoing instrument for the purposes therein expressed, and being duly sworn by me, made oath that the statements in the forgoing instrument are true.

I further certify that Barbara J. Richards and Shelia Alexander, witnesses, each identified by a government issued picture identification card or who are personally known to the undersigned Notary Public, appeared before me and swore that each witnessed **Barbara J. Richards** sign the attached General Durable Power of Attorney.

Witness my hand and notarial seal, this the 23rd day of October, 2012.



William G. Alexander (SEAL)
Notary Public: William G. Alexander
My commission expires on September 30, 2017.