

LIMITED DURABLE POWER OF ATTORNEY

I, **GREGORY ALAN WILLIAMS**, a legal person and transmitting utility created by the STATE OF MASSACHUSETTS, do hereby voluntarily and knowingly appoint **Gregory-Alan: Williams**, a living man, *sui juris*, as my attorney-in-fact and authorized agent.

Under this Durable Limited Power of Attorney, Gregory-Alan: Williams is granted limited authority to lawfully administer the affairs of the DEBTOR strictly as a third-party intervener and authorized agent, with no assumption of personal liability, fiduciary duty, or suretyship, for any and all lawful, commercial, administrative, and equitable purposes, including but not limited to:

1. Acceptance or discharge of obligations*
2. Signing and transmitting of negotiable instruments*
3. Executing presentments*, affidavits, and lawful notices
4. Assigning rights or liabilities to or from the trust known as GREGORY ALAN WILLIAMS TRUST™, doing business as the Williams Family Estate™
5. Endorsing, negotiating, and discharging instruments such as payment coupons, bills, invoices, or statements believed to pertain to obligations of the DEBTOR*
6. Accessing and asserting control over any public records, trust assets, and accounts pertaining to the DEBTOR, including communications with public officers, corporations, and agencies

This Power of Attorney shall be **durable** and remain in full effect unless and until revoked by written notice.

***Note:** To the extent this Power of Attorney authorizes the administration and discharge of obligations by negotiable/non-negotiable instrument, such authority is supported by:

- **UCC §3-603** – Tender of payment discharges obligation;
- **31 U.S.C. § 5118(d)(2)** – Dollar obligations may be discharged in any form agreed by the parties.

Section II – Successor Agent Authority Upon Incapacity of Principal

In the event that the appointed Attorney-in-Fact, Gregory-Alan: Williams, becomes incapacitated, or otherwise unable to act in my private capacity, I hereby designate as Successor Agent:

The acting Trustee of the Williams Family Estate™, a private irrevocable trust established for the benefit and the administration of any lawful or commercial affairs requiring representation of the legal person or estate interests under the authority of this appointment.

The Successor Agent shall immediately assume all duties, powers, and authority granted under this Durable Power of Attorney **without the need for further affirmation**, provided that such incapacity is reasonably evidenced by medical condition, legal restraint, or verified unavailability of the Principal.

The Successor Agent, in their official capacity as Trustee, may exercise all powers granted under this instrument necessary to:

- safeguard the Trust Res,
- discharge obligations,
- maintain lawful records, and
- represent the interests of the Estate.

This includes authority over all public and private instruments, accounts, and identities attached to the legal person or interests represented under this power.

The Successor Agent shall act strictly under **fiduciary duty and equity** and may not delegate this authority unless the governing Trust instrument expressly provides for such delegation.

Section III – Supporting Authorities

This Durable Limited Power of Attorney is executed and supported by the following lawful authorities:

1. **M.G.L. c. 190B § 5-501 et seq.** – Massachusetts Uniform Durable Power of Attorney Act, which authorizes durable powers of attorney for both financial and

estate-related matters within the Commonwealth.

2. **UCC §1-103** – Establishes that equity, common law, and principles of agency govern unless displaced.
3. **UCC §1-201(b)(35)** – Defines “representative” to include authorized agents and attorneys-in-fact.
4. **UCC §9-102(a)(71)** – Defines “transmitting utility,” including entities like the DEBTOR recognized in commerce.
5. **Restatement (Third) of Agency §§ 1.01–1.02** – Acknowledges legal separation between principal and agent, and limits agent liability absent express suretyship.
6. **Black's Law Dictionary, 11th Ed.:**
 - *Power of Attorney*: “An instrument granting authority to act on behalf of another.”
 - *Durable Power of Attorney*: “A POA that remains effective despite the principal's subsequent incapacity.”
 - *Constructive Trust*: Recognizes res held by one party for benefit of another without express agreement.

7. **Maxims of Equity:**

- “Equity will not suffer a wrong without a remedy.”
- “Equity regards the substance rather than the form.”

Non-Merger Clause: This Power of Attorney shall not be construed to create a merger of estates or identities. The living man, Gregory-Alan Williams, does not and shall not assume the debts, obligations, or public identity of the DEBTOR, but acts solely as third-party intervenor and authorized agent under express and limited authority.

SECTION IV – Limited Delegation

The Attorney-in-Fact may, under exigent or extraordinary circumstances, delegate specific ministerial or administrative functions to a qualified substitute agent, solely for the lawful execution of duties authorized under this Power of Attorney. Any such delegation shall be made in writing, specifying the scope and duration, and shall not include authority to assign, transfer, or alter the terms of this power.

Such delegation shall terminate automatically upon the resumption of full capacity by the Attorney-in-Fact or the appointment of a Successor Agent as set forth herein.

SECTION V – Right to Defend and Discharge

The Attorney-in-Fact shall have full authority to respond to, contest, discharge, or settle any claims, debts, charges, or administrative actions brought against the Grantor, whether judicial or extrajudicial, and to assert any lawful defenses, tenders, remedies, or counterclaims in any forum, venue, or jurisdiction as required.

This includes, but is not limited to, the execution of affidavits, declarations, notices, and instruments necessary to protect the interests of the Grantor.

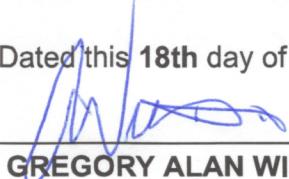
SECTION VI – Severability

If any provision of this instrument is determined to be invalid or unenforceable by any court or lawful authority of competent jurisdiction, such determination shall not affect the remaining provisions, which shall continue in full force and effect.

This instrument is to be interpreted in a manner consistent with lawful intent, private agency, and the maxim that equity will not suffer a wrong without a remedy.

Executed voluntarily by the undersigned legal person, acknowledging that commercial agency and associated liabilities may arise from the grant of authority herein.

Dated this 18th day of July, 2025.


GREGORY ALAN WILLIAMS

Grantor / Principal

Witness Declarations

We, the undersigned witnesses, affirm that we are competent adults of sound mind, **not related by blood or marriage** to the principal, not named as trustees, beneficiaries, or fiduciaries of the associated trust, and hold **no financial or legal interest** in the execution of this instrument. We witnessed the principal execute this Durable Power of Attorney voluntarily and in good faith.

Witness Name

Angel I. Ramirez

Signature



Date

7/18/25

Chelsea Cross



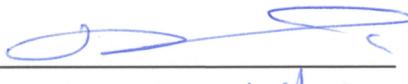
7/18/25

Notarial Acknowledgment

State of North Carolina)

County of Wake)

On this 18th day of July, 2025, before me, a notary public in and for said county and state, appeared **GREGORY ALAN WILLIAMS**, known to me (or satisfactorily proven) to be the party executing the foregoing instrument, and acknowledged it as a free act and deed for the purposes stated therein.

Notary Public Signature: 

My Commission Expires: Dec. 19th 2025.

Seal:

