RI SOS Filing Number: 202343634700 Date: 12/29/2023 12:38:00 PM



# State of Rhode Island Department of State - Business Services Division

## **Articles of Dissolution**

**DOMESTIC Business Corporation** 

→ Filing Fee: \$50.00



Pursuant to the provisions of RIGL <u>7-1.2-1308</u> and <u>7-1.2-1309</u>, the undersigned corporation adopts the following Articles of Dissolution for the purpose of dissolving the corporation:

	in for the purpose of dissorting	. 3	
1. Entity ID Number:	2. The name of the corporation is:		
000164034	KATHY'S ICE CREAM, INC.		
3. The dissolution was approved by (CHECK ONE):			
consent of the shareholders pursuant to RIGL <u>7-1.2-1302</u> .  OR  an act of the corporation pursuant to RIGL <u>7-1.2-1303</u> .			
<ol> <li>All debts, obligations and liabil have been paid and discharged, completed bankruptcy proceeding Code.</li> </ol>	or have been subject to a	5. All remaining property and assets of the corporation have been distributed among its shareholders in accordance with their respective rights and interests.	
6. There are no suits pending against the corporation in any court, or that adequate provision has been made for the satisfaction of any judgement, order, or decree which may be entered against it in any pending suit.		7. The corporation certifies that it has no outstanding tax obligations. As required by RIGL <u>7-1.2-1309</u> , the corporation has paid all fees and taxes. [Note: tax status can be verified by emailing tax.collections@tax.ri.gov.]	
8. Date when these Articles of Dissolution will be effective: CHECK ONE BOX ONLY			
✓ Date received (Upon filing) □ Later effective date (Date must be no more than 90 days from the date of filing)			
9. Under penalty of perjury, I/we declare and affirm that I/we have examined these Articles of Dissolution, including any accompanying attachments, and that all statements contained herein are true and correct.			
Type or Print Name of Authorized Officer			Date
KATHERINE PAPAVASILIOU			12/26/27
Signature of Authorized Officer of the Corporation  P. O.A hatherine Polavas. 1:3-			
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**MAIL TO:** 

**Division of Business Services** 

148 W. River Street, Providence, Rhode Island 02904-2615

Phone: (401) 222-3040 Website: www.sos.ri.gov DEC 29 2023 BY 2 3 4 2

#### **DURABLE POWER OF ATTORNEY**

OF

#### KATHERINE PAPAVASILIOU

- I, KATHERINE PAPAVASILIOU, of Woonsocket, Rhode Island, am creating a durable power of attorney intended to comply with Rhode Island law. I hereby revoke all powers of attorney previously granted by me as Principal and terminate all Agency relationships created by me except.
  - (i) powers granted by me under any state statutory short form durable power of attorney;
- (ii) powers granted by me under any Durable Health Care Power of Attorney or any Healthcare Proxy;
- (iii) powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to and withdraw funds from accounts to which I am a signatory; and
  - (iv) power granting access to a safe deposit box.

## Article One Appointment of Attorney-In-Fact

#### Section 1.01 Appointment

I, appoint V. JAMES FLORU, of North Smithfield, Rhode Island, to serve as my true and lawful attorney-in-fact.

### Section 1.02 Prior or Joint Attorney-In-Fact Unable to Act

A successor attorney-in-fact, or an attorney-in-fact serving jointly with another attorney-in-fact, may establish that the acting attorney-in-fact or joint attorney-in-fact is no longer able to serve as attorney-in-fact by signing an affidavit that states that the attorney-in-fact is not available or is incapable of acting. The affidavit may (but need not) be supported by a death certificate of the attorney-in-fact, a certificate showing that a guardian or conservator has been appointed for the attorney-in-fact, a letter from a physician stating that the attorney-in-fact is incapable of managing his or her own affairs, or a letter from the attorney-in-fact stating his or her unwillingness to act or delegating his or her power to the successor attorney-in-fact.

#### Article Two

## Effectiveness of Appointment Durability Provision

### Section 2.01 Effectiveness

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The authority granted to my attorney-in-fact under this Durable Power of Attorney shall be effective immediately upon signing.

### Section 2.02 <u>Durability</u>

I hereby declare that, to the extent permitted by law, the authority granted to my attorney-in-fact shall not be affected by my subsequent incompetency, disability, incapacity, or lapse of time and the powers granted to said attorney-in-fact hereunder shall be exercisable notwithstanding such incompetency, disability, incapacity or lapse of time.

## Section 2.03 Termination of Durable Power of Attorney

This Durable Power of Attorney shall expire at the earlier of:

- (i) my death (except for post-death matters allowed under state law);
- (ii) my revocation of this Durable Power of Attorney.

## Article Three

#### General Powers

I grant my attorney-in-fact the powers described in this Article so that my attorney-in-fact may act on my behalf. In addition, my attorney-in-fact may execute and perform any act, deed, matter or thing whatsoever, that is necessary or ought to be done, executed or performed, or that, in the opinion of my said attorney-in-fact ought to be done, executed or performed in connection with the exercise of these powers listed below as fully and effectually as I could do if personally present.

## Section 3.01 Real and Personal Property, Sales, Purchases and Leases

- (i) My attorney-in-fact may contract to sell, grant options, bargain, sell, exchange, convey and lease any and every kind of property, real, personal, intangible and/or mixed owned by me or any interest of mine therein (said property or any interest being hereinafter referred to as the "Property"), for such price(s) and upon such terms and conditions as my attorney-in-fact deems proper;
- (ii) execute, acknowledge and deliver, in my name or in said attorney-in-fact's name as attorney-in-fact hereunder, any deed, bill of sale, lease or other instrument, with or without covenants and warranties, that may be required for the sale, lease or transfer of any of such

Property or any part thereof or interest therein; make corrections and additions to all deeds, bills of sale, leases and other documents necessary to effectuate the transfer of any of such Property or any part thereof or interest therein;

- (iii) obtain options to buy and buy any kind of such Property, or any interest therein, for such price(s) and upon such terms and conditions as my attorney-in-fact determines;
- (iv) execute all documents, instruments and agreements reasonably required by the title company, the closing attorney, or buyer's lender in connection with the granting of a mortgage and related matters, including, but not limited to, settlement statements, title insurance affidavits regarding compliance with Federal and state laws, and other affidavits, letters or forms required by the lender;
- (v) receive and disburse, on my behalf, all funds from the sale of the Property or any part thereof or interest therein, apply the same to the discharge of any mortgages, liens or encumbrances thereon, apply all fees and expenses in connection therewith and hold in my name all proceeds arising out of the sale of the Property, or any part thereof or interest therein until such time as I make demand therefor, and thereupon promptly transfer and deliver said proceeds to me.

## Section 3.02 Real Property Management

- (i) My attorney-in-fact may take full care and manage any such real property comprising a portion of such Property and maintain, protect, repair, rebuild, improve, demolish, abandon, alter or reconstruct any buildings, houses or other structures, or any part or parts thereof, that may now or hereafter upon any such real property comprising a portion of such Property;
- (ii) enter upon, eject and remove tenants or other persons from and recover and take possession of any of such real estate comprising a portion of the Property by all lawful means;
- (iii) collect, receive and sue for rents, profits, issues or income of any and all of such real property comprising a portion of the Property;
- (iv) pay, compromise, or contest any and all taxes, charges and assessments that may be levied, assessed on imposed upon any such real property comprising a portion of the Property;
  - (v) execute occupancy agreements on my behalf;
  - (vi) employ laborers, contractors and subcontractors;
- (vii) continue to carry, purchase, cancel, dispose of or transfer ownership of any kind, nature or description whatsoever, on any of such real property comprising a portion of such Property in connection with the management, use or operation thereof and/or in respect of any rents, issues and profits therefrom, to pay any insurance premiums thereon and to make, execute and file proof of all losses sustained or claimable thereunder, and all other instruments in and

about the same, and to make, execute and deliver receipts, releases or other discharges therefor; and

(viii) release or partially release real property from a lien.

#### Section 3.03 Tangible Personal Property Management

My attorney-in-fact may:

- (i) lease and sublease personal property comprising a portion of the Property for any period, and grant options to lease, even if the terms of the lease, sublease or option extends beyond the term of this Durable Power of Attorney;
- (ii) recover any personal property comprising a portion of the Property by all lawful means;
  - (iii) collect and sue for rents;
- (iv) pay, compromise, or contest any and all taxes, charges and assessments that may be levied, assessed or imposed upon any such personal property comprising a portion of the Property;
- (v) maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of such personal property comprising a portion of the Property;
- (vi) apply for a Certificate of Title upon and to sell or transfer title to any boat, automobile, truck, pickup, van, motorcycle, trailer or other vehicle owned by me or to register any such vehicle owned by me; and apply for any license or permit of any type whatsoever as my attorney may deem advisable; represent in any such transfer that the title to said vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer; and
- (vii) to borrow and grant security interests in such personal property including a portion of the Property.

#### Section 3.04 Residence and Tangible Personal Property

If my attorney-in-fact determines that I will never be able to return to my residence form a hospital, hospice, nursing home, convalescent home, or similar facility, my attorney-in-fact may sell, lease, sublease, or assign my interest in my residence on terms and conditions that my attorney-in-fact considers appropriate; and

As it relates to items of tangible personal property remaining in my residence, my attorney-in-fact may:

(i) store and safeguard any items, and pay all storage costs;

- (ii) sell any items that my attorney-in-fact believes I will never need again on terms and conditions that my attorney-in-fact considers appropriate; and
- (iii) transfer custody and possession of any item to the person named in my estate planning documents as the person to receive that item upon my death.

## Section 3.05 Bank Accounts and Banking Transactions

- (i) transact all ordinary bank business in any bank, trust company, credit union, savings association or other depository agent in which I have an account; deposit to, write checks on and make withdrawals (including by electronic funds transfer) from said institutions; endorse checks, promissory notes, drafts and bills of exchange for collection or deposit; and waive demand, notice and notice of protest of all such writings;
- (ii) grant security interest in any account in my name or to which I am an authorized signatory, except accounts held by me in a fiduciary capacity;
- (iii) pay all sums of money, at any time or times, that may hereafter be owing by me upon any bill of exchange, check, draft, note or trade acceptance, made, executed, endorsed, accepted and delivered by me, or for me, and in my name, by my said attorney-in-fact; withdraw money from any savings accounts, standing in my name or jointly as aforesaid (and to execute on my behalf any authorizations, certificates or other instruments required by any such banking institution in connection with the exercise of the aforesaid powers);
  - (iv) pay my ordinary household expenses;
- (v) examine and receive related records, including bank statements and canceled checks regarding any of my accounts in any such financial institutions;
- (vi) inquire with and receive information on passbooks or similar evidences of ownership, from any bank or similar financial institution, the United States Treasury or any other federal, state or local government with the goal of determining the full extent of my assets and obtaining possession of said assets or evidence of ownership of such assets;
- (vii) open either in my name alone, or jointly with my said attorney-in-fact, a deposit account of any type in any bank, trust company, savings association or other depository agent selected by my said attorney; and
- (viii) access, establish, cancel or continue online bank accounts (through the Internet or other similar method) and conduct online banking transactions of any kind as authorized in this Section.

#### Section 3.06 Investments and Investment Transactions and Securities

- (i) 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, including without being limited to, securities of all kinds, bonds, debentures, notes (secured or unsecured), stocks of corporations regardless of class, mutual funds, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, interests in trust, 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; sell (including short sales) and terminate any investments whether made by me or my attorney-in-fact; establish, utilize and terminate savings and money market accounts with banks and other financial institutions of all kinds; establish, utilize and terminate accounts (including margin accounts) with securities brokers; employ, compensate and terminate the services of financial and investment advisors and consultants;
- (ii) retain, continue, operate, manage, organize, acquire, invest in, terminate and dispose of, alone or with others, proprietorships, corporations, limited or general partnerships, joint ventures, land trusts or other business or property-holding organizations under the laws of any jurisdiction; lease, sell, purchase or otherwise transfer any property to or from, make further investments in or advances of loan funds to, with or without security, and incur obligations on account of or for the benefit of, any such organization; and employ any persons for such purposes and delegate to them such powers and discretions as my said attorney-in-fact considers advisable;
- (iii) access, establish, cancel or continue online investment accounts (through the Internet or similar method) and conduct online investment transactions of any kind as authorized in this Section;
- (iv) sell, assign and transfer, in my said attorney-in-fact's discretion, stocks and bonds, and draw, execute, sign and deliver for me and in my name all orders, checks or other instruments in writing, whatsoever, which shall or may, in my said attorney-in-fact's discretion, be necessary in the conducting, carrying on and transacting of the business of buying and selling stocks and bonds on speculation and otherwise;
- (v) sell and dispose of, as my said attorney shall think expedient, either by public auction or private sale, any shares of stock which I now hold or may hereafter hold in any business corporation or any bonds or securities of the United States, or of any state or municipal corporation or private company, and receive the consideration money for the sale thereof, and for me and in my name to execute such transfers or assignments as shall be necessary to assign my said shares, bonds or securities to the purchase or purchaser thereof;
- (vi) deal with any and all of my brokerage accounts currently existing or hereafter opened, effect purchases and sales, subscribe for and trade in stocks, bonds, options, rights, and

warrants or other securities, domestic or foreign, whether dollar or non-dollar denominated, or limited partnership interests or investments and trust units, whether or not in negotiable form, issued or un-issued, foreign exchange, commodities, and contracts relating to same (including commodity futures) on margin or otherwise for my account; deliver to my broker securities for my account and instruct my broker to deliver securities from my accounts to my attorney-in-fact or to others, and in such names and form, including their own, as they may direct; instruct my broker to make payment of monies from my accounts with my broker, and receive and direct payment therefrom payable to my attorney-in-fact or others; sell, assign, endorse, exercise, and transfer any stocks, bonds, vested or unvested incentive stock options, non-qualified stock options, rights and warrants or other securities of any nature, at any time standing in my name and execute any documents necessary to effectuate the foregoing; receive statements of transactions made for my account; approve and confirm the same, receive any and all notices, calls for margin, or other demands with reference to my account; and make any and all agreements with my broker with reference thereto for me and on my behalf;

- (vii) receive the dividends which are now due, or which shall hereafter become due and payable, according to law, on all the stock standing in my name in any business corporation;
- (viii) appear and vote, and otherwise act as my proxy or representative, in respect to such number of shares as I may be entitled to vote at any and all meetings of stockholders of companies or corporations in which I now have or may hereafter have stock, and for such purposes sign and execute any proxies or other instruments in my name and on my behalf;
  - (ix) receive certificate and other evidences of ownership with regard to securities; and
- (x) inquire with and receive information on stock certificates or similar evidences of investment ownership from any brokerage form, mutual fund or similar investment organization, insurance company, the United States Treasury or any other federal, state or local government with the goal of determining the full extent of my assets and obtaining possession of said assets or evidence of ownership of such assets.

#### Section 3.07 Obligations

- (i) demand, sue for, collect, recover and receive all property, goods, claims, debts, moneys, interests and demands whatsoever now due, or that may hereafter be due or belong to me (including the right to institute any action, suit or legal proceeding for the recovery of any land, building, tenement, or other structures, or any part or parts thereof, of which I may be entitled to possession), and make, execute and deliver receipts, releases or other discharges therefor, under seal or otherwise;
- (ii) collect and deliver any and all bills of exchange, check, drafts, notes and trade acceptances;

- (iii) collect and receive all sums of money now due or hereafter to become due to me, whether from rents, accounts, bonds and mortgages, or otherwise, and upon payment thereof give good and sufficient receipts or other discharges therefor;
- (iv) collect all rights and benefits to which I am entitled now or in the future the legacies, bequests, devices, dividends and annuities;
- (v) file any proof of debt, or take any other proceedings, under the Bankruptcy Act, or under any law of any state or territory of the United States in connection with any such claim, debt, money or demand, and, in any such proceeding or proceedings, vote in the election of any trustee or trustees, or assignee or assignees, and demand, receive and accept any dividend or dividends, or distribution or distributions, that may be or become payable therein or thereunder.

## Section 3.08 Bankruptcy

My attorney-in-fact may:

- (i) act for me with respect to filing for bankruptcy or insolvency, whether voluntary or involuntary, pursuant to any chapter of bankruptcy available to me under federal law; whether to file as next friend or to file by signing my name indicating it was signed by the attorney-in-fact acting on my behalf and submitting a copy of the power of attorney with the filings; or in any other manner permitted by law; employ counsel to represent me in such filings; select any and all exemptions available to me; determine which if any debts to re-affirm; and make any and all decisions regarding any plan or repayment/reorganization, if applicable; discuss my affairs, and/or employ any debt re-counseling service; discuss my affairs with a credit counseling service and a debtor education service;
- (ii) perform those acts and execute and deliver those legal documents necessary or appropriate to the exercise of the powers set forth in this Section, including but not limited to the following incidental powers:
  - (a) commence any court proceedings to protect my legal rights and interest under this Section; and
  - (b) sign, execute, endorse, seal, acknowledge, deliver and file or record all appropriate legal documents necessary to exercise the powers granted under this Section.

## Section 3.09 <u>Legal Actions</u>

My attorney-in-fact may:

(i) institute, supervise, prosecute, defend, intervene in, abandon, arbitrate, settle, adjust, compound, submit to arbitration and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, or proceedings involving me in any way.

- (ii) perform those acts and execute and deliver those legal documents necessary or appropriate to the exercise of the powers set forth in this Section, including but not limited to the following incidental powers:
  - (a) commence any court proceedings to protect my legal rights and interest under this Section; and
  - (b) sign, execute, endorse, seal, acknowledge, deliver and file or record all appropriate legal documents necessary to exercise the powers granted under this Section.

## Section 3.10 Advance Funeral Arrangements

My attorney-in-fact may make advance arrangements for my functal and burial, including the purchase of a burial lot and marker, designation of functal planning agent and/or alternate functal planning agent (even if such functal planning agent or alternate agent is my said attorney) and such other related arrangements as my attorney-in-fact shall deem appropriate, if I have not previously done so myself.

## Article Four

### Additional Powers

In addition to the powers specified in Article Three, my attorney-in-fact has the powers specified in this Article. If a power specified in this Article conflicts with a power specified in Article Three, the power in this Article controls.

## Section 4.01 Insurance Transactions

My attorney-in-fact may carry, apply for, purchase, maintain, cancel, dispose of or transfer ownership of fire, casualty, property or income protection, medical, hospitalization, life, liability or other insurance and to pay any premiums thereon; to inquire with and receive information on any policies of insurance on my life; apply dividends on any such insurance to pay premiums thereon; to exercise all rights of ownership over any such insurance, including, without limitation, rights to assign, borrow upon, pledge or surrender such insurance or convert it into paid-up insurance.

## Section 4.02 Estate Transaction

My attorney-in-fact may execute, acknowledge and deliver all receipts, releases, discharges and other instruments and execute all other acts which may be necessary or proper in connection with any distributions from any estate of which I am a beneficiary.

## Section 4.03 <u>Disclaimers</u>

My attorney-in-fact may renounce and disclaim 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; release or abandon any property or interest in property or powers which I may now or hereafter own, including any interests in or rights over trusts; provided, however, my attorney-in-fact shall be prohibited (except as specifically authorized in this instrument) from (a) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to my attorney-in-fact, my attorney-in-fact's estate, my attorney-in-fact's creditors or the creditors my attorney-in-fact's estate, (b) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such disclaimed assets to pass directly or indirectly to my attorney-in-fact or his or her estate, and (c) using my assets to discharge any of my attorney-in-fact's legal obligations, including any obligation of support which my attorney-in-fact may owe to others.

#### Section 4.04 Safe Deposit Box

My attorney-in-fact may open and enter on my behalf any safe deposit box or other place of safekeeping rented or held by me alone or jointly with others, at any time to deposit in such box or other place of safekeeping and remove from such box or other place of safekeeping any part or all of the contents thereof, including any security or tangible personal property, as often and as freely as I could do if personally present, and cancel or modify the lease or rental agreement under which such box or other place of safekeeping is rented and surrender or exchange the same.

### Section 4.05 Government Agencies and Benefits

My attorney-in-fact has the unrestricted power to deal with and obtain maximum entitlements and benefits relating to the Social Security Administration, Veterans Administration, Social Services Departments, Social Security Disability Insurance, Supplemental Security Income, Medicaid, Medicare, Workers' Compensation and all other government benefits or entitlement programs including preparing, signing and filing of claims, applications and/or other documents necessary to apply for benefits to which I am entitled, including monetary (compensation and pension benefits), health care or other benefits; assent my rights against any curtailment or termination of benefits; obtain any information from any such agency, and communicate with any such agency on my behalf; appeal or compromise any denial of benefits or contested claim, including, but not limited to the power to request a Fair Hearing and act as my Appeals Representative at a Fair Hearing before the Office of Medicaid; collect, receive and deposit any such benefits on my behalf, and in general to exercise all powers to any benefits which I could exercise on my own behalf.

#### Section 4.06 Deal with Tax Authorities

My attorney-in-fact is authorized to:

(i) deal with tax authorities, execute and sign on my behalf any and all Federal, state, local and foreign income and gift tax returns, including estimated returns, and pay any taxes, penalties and interest due thereon;

- (ii) represent me or to sign on Internal Revenue Service Form 2848 (Power of Attorney or Declaration of Representative) or Form 8821 (Tax Information Authorization), or comparable authorization, appointing a qualified lawyer, certified public accountant or enrolled agent (including my attorney-in-fact, if so qualified) to represent me before any office of the Internal (encluding my attorney-in-fact, if so qualified) to represent me before any office of the Internal Revenue Service, state, local or foreign taxing authority with respect to the type of taxes referred to above for any and all taxable years, and specify on said authorization said type of taxes and vears;
- (iii) inspect or receive copies of any tax returns filed by or for me, reports or other papers or documents, compromises or adjustments of any and all claims;
- (iv) receive from or inspect confidential information in any office of the Internal Revenue Service, state, local or foreign tax authority;
- (v) receive and deposit, in any one of my bank accounts, or those of any revocable trust of mine, checks in payment of any refund of Federal, state, local or foreign taxes, penalties and interest;
- (vi) delegate authority to, or substitute another representative for any one of those previously appointed by me or my attorney-in-fact, and to receive copies of all notices and other written communications involving Federal, state, local or foreign taxes at such addresses as my attorney-in-fact designates.

## Section 4.07 Health Care Decisions and Powers

My attorney-in-fact may make all health care decisions on my behalf including, without limitation, the following:

- (i) exercise authority relating to matters involving my health and medical care in accordance with the treatment choices I may previously have expressed on the subject while competent, whether under this instrument or otherwise or if my said attorney-in-fact cannot determine the treatment choice or choices I would want under the circumstances, then my said attorney-in-fact shall make such choice or choices for me based upon what he, she or they believe to be in my best interests;
- (ii) request, receive and review any information, verbal or written, regarding my personal affairs or my physical or mental health, including medical and hospital records, and execute any releases or other documents that may be required in order to obtain such information, and disclose or deny such information to such persons, organizations, firms or corporations as my said attorney shall deem appropriate;
- (iii) employ and discharge medical personnel including physicians, psychiatrists, dentists, nurses and therapists as my said attorney-in-fact shall deem necessary for my physical, mental and emotional well-being, and pay them or cause them to be paid reasonable compensation;

- (iv) give, withhold, withdraw or modify consent to any medical procedures, tests or treatments, including surgery; to arrange for my hospitalization, assisted living, convalescent or nursing care, hospice or home care; summon paramedics or other emergency medical personnel and seek emergency treatment for me, as my said attorney-in fact shall deem appropriate; give, withhold, withdraw or modify consent to such procedures, tests and treatments, as well as hospitalization, convalescent care, hospice or home care which I or my said attorney-in-fact may have previously allowed or consented to or which may have been implied due to emergency conditions;
- (v) exercise all rights that I may have, including, but not limited to, my right of privacy to make decisions regarding my liberty interest in my health care and my right to make decisions regarding my health care treatment even though the exercise of my rights and interests might hasten my death or be against conventional health care advice;
- (vi) consent to and arrange for the administration of pain-relieving drugs of any kind, or other surgical or medical procedures calculated to relieve my pain, including unconventional pain-relief therapies which my said attorney-in-fact believes may be helpful to me, 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;
- (vii) execute and file on my behalf any applications, certificates or other instruments which may be necessary or appropriate to obtain my admission to any institution, public or private, for medical treatment, hospitalization, assisted living and convalescent or nursing care or otherwise for my health and welfare;
- (viii) authorize my admission to a hospital, medical, nursing, mental health, residential, convalescent or similar institution facility and to enter into agreements for my care;
- (ix) grant, in conjunction with any instructions given under this instrument, releases to hospital staff, physicians, nurses and other health care providers who act in reliance on instructions given by my said attorney-in-fact or who render written opinions to my said attorney-in-fact in connection with any matter described in this instrument from all liability for damages suffered or to be suffered by me; sign documents titled or purporting to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice" as well as any necessary waivers or releases from liability required by any hospital or physician to implement my wishes regarding medical treatment or non-treatment.

If I have executed a health care advance directive (including but not limited to a Healthcare Proxy or Durable Health Care Power of Attorney) designating a healthcare agent or healthcare attorney-in-fact, the terms of the directive control if the directive and this Durable Power of Attorney are in conflict.

## Section 4.08 HIPAA Authorization

My attorney-in-fact, and any successor attorney-in-fact appointed in this Durable Power of Attorney, shall have the power and authority of a designated representative for all purposes

under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. 1320d and 45 C.F.R. Parts 160-164, as now in effect, and as such law may from time to time hereafter be amended. My attorney-in-fact and successor attorney-in-fact are authorized to execute releases and other documents necessary to obtain disclosure of individually identifiable health information, medical records, and patient files, including psychotherapy notes. This information includes, but is not limited to, any written opinion or assessment of my decision making capacity. This authorization and release apply to all information protected ty HIPAA and shall only expire if I revoke this Durable Power of Attorney.

## Section 4.09 Employment of Professionals

My attorney-in-fact may appoint, employ, retain, discharge, and pay for, in the sole discretion of my attorney-in-fact, the services of professionals, including, but not limited to, information technology experts, attorneys, accountants, financial planners, investment counsel, geriatric care managers, social workers, and any other health care professionals, and to remove them and appoint others in their place.

## Section 4.10 Caregiver Agreements

My attorney-in-fact may enter into, execute, modify, alter or amend any contract or agreement (for example a Caregiver Agreement or Personal Services Contract) pertaining to my medical, personal, or general care that I may require at my residence, assisted living facility, nursing facility, or in another's residence on my behalf. I expressly authorize my attorney-infact to also serve as a caregiver under any such agreement and to be paid in accordance with the terms and conditions of such agreement, provided, however, that such services are compensated at fair market value.

## Section 4.11 Enforcement Proceedings

My attorney-in-fact may commence enforcement proceedings, at my expense, against any bank, savings and loan association, credit union, financial institution, brokerage firm, stock transfer agent, insurance company, title insurance company, or other person or entity that fails or refuses to honor the Durable Power of Attorney.

## Section 4.12 Online Accounts, Digital Assets and Digital Services

- (i) acquire, create, access, establish, control, use, modify, cancel, deactivate, delete, continue, transfer and take possession of my Online Accounts or my Digital Assets and to access, control, use, deactivate or dispose of my Digital Devices;
- (ii) request and change my access credentials to any Online Account, Digital Asset and Digital Device (such as username, password, and secret question) and hold any third-party dealing with my attorney-in-fact in good faith harmless for the releasing of such access credentials;

For purposes of this Durable Power of Attorney, the following definitions apply:

- (a) The term "Online Accounts" means accounts that are accessible through the Internet or other similar method, including, but not limited to, bank accounts; investment accounts; other financial accounts; accounts with health care providers; social media accounts (like LinkedIn, Facebook and Twitter); gambling and poker accounts; accounts with publishers; accounts for access to employee benefits; email accounts; accounts with Internet service providers; accounts to manage websites and website domain names; accounts with retail vendors, tax-preparation service accounts; affiliate marketing accounts; accounts with utility companies; user access accounts or third party Digital Devices; and any other online account;
- (b) The term "Digital Assets" means intangible personal property related to digital technology (whether located on a Digital Device or on Online Account) including, but not limited to: data, files, text messages, emails, sent or received, documents, digital music, digital photographs, digital videos, software licenses, social media content, social networking contents, apps, codes, health care records, health insurance records, credit card points, travel related miles and points, computer source codes, computer programs, software licenses, data-bases, or the like, including access to credentials such as usernames, passwords and answers to secret questions.
- (c) The term "Digital Devices" means tangible personal property related to digital technology capable of storing Digital Assets or accessing Online Accounts, and includes, but not limited to: desktop computers, laptop computers, tablet computing devices; other mobile computing devices, peripheral devices, hard disk drives, solid state drives, flash memory devices, other storage devices, mobile telephones, smartphones, and any other type of electronic digital device that currently exists or may exist as technology develops.

## Section 4.13 <u>U.S. Mail</u>

My attorney-in-fact may receive, open, read and respond to my mail, change my mailing address, and otherwise represent me in any manner relating to the U.S. Postal Service and mail service.

## Section 4.14 Custody of Documents

My attorney-in-fact may take, give or deny custody of my important documents, including my Will and any Codicils, Trust Agreements, deeds, leases, life insurance policies, contracts or securities. My attorney-in-fact may disclose or not disclose the whereabouts or contents of those documents as my attorney-in-fact believes appropriate.

### Article Five

## Administrative Powers and Provisions

## Section 5.01 Release of Information

My attorney-in-fact may release and obtain, as the case may be, any and all information regarding my financial investments, taxes, and estate planning, including any information or documents regarding stocks, bonds, certificates of deposit, bank accounts, tax returns, retirement accounts, pension plans, wills, trusts, powers of attorney, advance directives, and any other documents or information regarding my financial affairs, taxes, or estate planning from my attorneys-at-law, financial advisors, insurance professionals, accountants, stockbrokers, stock transfer agents, and any other persons having such information.

I release those persons or entities from any liability for releasing the above-referenced information to my attorney-in-fact in reliance on this Section.

## Section 5.02 Fiduciary Eligibility of Attorney-In-Fact

My attorney-in-fact is eligible to serve in any other fiduciary capacity for me or for my benefit, including trustee, guardian, conservator, executor, administrator, or personal representative.

## Section 5.03 Amendment and Revocation

Settlor may amend or revoke this Durable Power of Attorney at any time. Amendments to this document must be in writing by me personally (not by my attorney-in-fact) and must be attached to the original of this document and recorded in the same local land evidence records or county registry of deeds as the original if the original is recorded.

The written notice of amendment or revocation to my attorney-in-fact must be:

- (i) personally, delivered and receipt of delivery received;
- (ii) mailed postage prepaid by certified mail, return receipt requested, to the last known address of my attorney-in-fact; or
- (iii) sent by express mail or commercial expedited delivery providing a receipt for such delivery.

If this Durable Power of Attorney is amended or revoked, no person will incur any liability to me or my estate as a result of permitting my attorney-in-fact to exercise any power authorized by this Durable Power of Attorney prior to that person's receipt of notice that it was amended and revoked.

## Section 5.04 Resignation

My attorney-in-fact may resign by the execution of a written resignation delivered to me (or my guardian if I am incapacitated and one has been appointed for me) and to any attorney-in-fact serving together with the resigning attorney-in-fact, or if none, to the next successor attorney-in-fact. If I am incapacitated, notice may be delivered to any person with whom I am residing or who has my care and custody.

## Section 5.05 Signature of Attorney-In-Fact

My attorney-in-fact shall use substantially the following form when signing documents on my behalf pursuant to this power:

KATHERINE PAPAVASILIOU by V. JAMES FLORU her attorney-in-fact attorney-in-fact name

## Section 5.06 Interpretation

This Durable Power of Attorney is a general power of attorney and should be interpreted as granting my attorney-in-fact all general powers permitted under Rhode Island Law. The description of specific powers is not intended to, nor does it, limit or restrict any of the general powers granted to my attorney-in-fact.

## Section 5.07 <u>Use of "Attorney-In-Fact" Nomenclature</u>

The word "attorney-in-fact" and any modifying or equivalent word or substituted pronoun includes the singular and the plural, as well as the masculine, feminine, and neuter genders.

## Section 5.08 Third-Party Reliance

No person who relies in good faith on the authority of my attorney-in-fact under the Durable Power of Attorney will incur any liability to me, my estate, or my heirs, successors and assigns.

Any party dealing with my attorney-in-fact may conclusively rely upon an affidavit or certificate of my attorney-in-fact stating that:

- (i) the authority granted to my attorney-in-fact under this Durable Power of Attorney is in effect;
- (ii) my attorney-in-fact's actions are within the scope of my attorney-in-fact's authority under this Durable Power of Attorney;
  - (iii) I was competent when I executed this Durable Power of Attorney;
  - (iv) I have not revoked this Durable Power of Attorney; and

(v) my attorney-in-fact is currently serving as my attorney-in-fact.

### Section 5.09 Effect of Duplicate Originals or Copies

If this Durable Power of Attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My attorney-in-fact may make copies of this Durable Power of Attorney and each copy will have the same force and effect as the original.

A copy means an electronic, digital, facsimile, photocopy, or other reproduction of this Durable Power of Attorney.

#### Section 5.10 Governing Law

This Durable Power of Attorney's validity and interpretation will be governed by Rhode Island law. To the extent permitted by law, this Durable Power of Attorney is applicable to all of my property (whether real or personal, tangible or intangible, or legal or equitable), wherever located, and whether or not the property is owned by me now or in the future.

### Section 5.11 Severability

If any provision of this Durable Power of Attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.

#### Article Six

#### Limitation on Powers

All powers granted to my attorney-in-fact under this Durable Power of Attorney are subject to the limitations set forth in this Article.

#### Section 6.01 My Attorney-In-Fact to Avoid Disrupting My Estate Plan

If it becomes necessary for my attorney-in-fact to liquidate or reinvest any of my assets to provide support for me, I direct that my attorney-in-fact, to the extent that it is reasonably possible, avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

If it is necessary to disrupt the dispositive provisions of my estate plan, my attorney-in-fact will make reasonable efforts to obtain and review my estate plan. I authorize any person with knowledge of my estate plan or possession of my estate planning documents to disclose information to my attorney-in-fact and to provide copies of documents to my attorney-in-fact.

#### Section 6.02 Tax Sensitive Powers

No individual serving as my attorney-in-fact may exercise any fiduciary power or discretion if the exercise of that power or discretion would:

- (i) cause any income generated by my property to be attributed to my attorney-in-fact for federal income tax purposes;
- (ii) cause the value of any property subject to this Durable Power of Attorney to be included in my attorney-in-fact's gross estate for federal estate tax purposes;
- (iii) cause any distribution made or allowed to be made by my attorney-in-fact to be treated as a gift from my attorney-in-fact; or
  - (iv) discharge a legal obligation of my attorney-in-fact.

### Section 6.03 Other Attorney-In-Fact Prohibitions

My said attorney-in-fact shall be prohibited (except as specifically authorized in this instrument) from (a) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to my said attorney-in-fact, my said attorney-in-fact's estate, my said attorney-in-fact's creditors or the creditors of my said attorney-in-fact's estate, (b) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such disclaimed assets to pass directly or indirectly to my said attorney-in-fact or his or her estate, (c) using my assets to discharge any of my said attorney-in-fact's legal obligations, including any obligation of support which my said attorney-in-fact may owe to others (excluding those whom I am legally obligated for support).

#### Section 6.04 Self-Dealing

This Section only applies if my spouse or a descendant of mine is serving as my attorney-in-fact.

Unless expressly prohibited by another provision of this Durable Power of Attorney, my attorney-in-fact may enter into transactions on my behalf in which my attorney-in-fact is personally interested so long as the terms of such transaction are fair to me. For example, my attorney-in-fact may purchase property from one at its fair market value without court approval.

#### Article Seven

### <u>Duties and Liabilities of My Attorney-In-Fact</u>

## Section 7.01 <u>Limitation of Liability of My Attorney-In-Fact</u>

I release and discharge my attorney-in-fact acting in good faith from any and all civil liability and from all claims or demands of all kinds whatsoever by me, my estate, and my heirs, successors, and assigns arising out of the acts or omissions of my attorney-in-fact, except for duties committed dishonestly, with improper motive, or with reckless indifference to the purposes of this Durable Power of Attorney or my best interests, including willful misconduct or

gross negligence. This protection extends to the estate, heirs, successors and assigns of my attorney-in-fact.

In particular, my attorney-in-fact who acts in good faith is not liable to any beneficiary of my estate plan for failure to preserve the plan, and absent a breach of duty to me, my attorney-in-fact is not liable if the value of my property declines.

### Article Eight

### Declarations of the Principal

I understand that this Durable Power of Attorney is an important legal document. Before executing this Durable Power of Attorney, my attorney explained to me the following:

- (i) that this Durable Power of Attorney provides my attorney-in-fact with broad powers to dispose of, sell, convey and encumber my real and personal property;
- (ii) that the powers will exist for an indefinite period of time unless I revoke this Durable Power of Attorney or I have limited their duration by specific provisions herein;
- (iii) that this Durable Power of Attorney remains in full force and effect during my subsequent disability or incapacity; and
  - (iv) that I may revoke or terminate this Durable Power of Attorney at any time.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this and seal of February, 2023.

Satherine Papavasiliou

STATE OF RHODE ISLAND COUNTY OF PROVIDENCE

On this \_\_\_\_\_\_\_ day of February, 2023, before me, the undersigned notary public, personally appeared Katherine Papavasiliou, personally known to the notary or proved to the notary through satisfactory evidence of identification which was \_\_\_\_\_\_\_\_ to be the person whose name is signed on the preceding or attached document, and acknowledged to the notary that she signed it voluntarily for its stated purpose.

LLOYD R GAR EPY Notary Public-State of Rhode Island 10# 8699 My Commission Expires June 19, 2025 Lloyd R. Gariepy Notary Public

My Commission Expires: 6/19/2025

RI SOS Filing Number: 202343634700 Date: 12/29/2023 12:38:00 PM



I, GREGG M. AMORE, Secretary of State of the State of Rhode Island,
hereby certify that this document, duly executed in accordance with the provisions
of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this
office on this day:

December 29, 2023 12:38 PM

Gregg M. Amore Secretary of State

Treg M. Coure

