

IN THE CIRCUIT COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA

DOROTHY JEAN ROGERS, individually,

Plaintiff,

v.

CASE NO.: _____

MATTHEW GROELINGER, AS TRUSTEE OF
THE DOROTHY ROGERS LIVING TRUST
DATED SEPTEMBER 10, 2003;
MATTHEW GROELINGER, INDIVIDUALLY;
MICHAEL V.E. SKIRPAN, AS TRUSTEE OF
THE DOROTHY ROGERS LIVING TRUST
DATED SEPTEMBER 10, 2003;
MICHAEL V.E. SKIRPAN, INDIVIDUALLY;
SKIRPAN PROPERTIES, LLC, a Florida limited
liability company; CYNTHIA S. WILLEY, INDIVIDUALLY;
and JOHN WILLEY, III, INDIVIDUALLY

Defendant.

_____ /

COMPLAINT

Plaintiff, DOROTHY JEAN ROGERS, individually (hereinafter "Dorothy Rogers" or "Plaintiff"), by and through his undersigned attorneys, sues Defendants, MATTHEW GROELINGER, AS TRUSTEE OF THE DOROTHY ROGERS LIVING TRUST DATED SEPTEMBER 10, 2003 (hereinafter "Matthew Groelinger, Trustee"); MATTHEW GROELINGER, individually (hereinafter "Matthew Groelinger"); MICHAEL V. E. SKIRPAN, AS TRUSTEE OF THE DOROTHY ROGERS LIVING TRUST DATED SEPTEMBER 10, 2003 (hereinafter "Michael V. E. Skirpan, Trustee"); MICHAEL V. E. SKIRPAN, individually (hereinafter "Michael Skirpan"); SKIRPAN PROPERTIES, LLC, a Florida limited liability company (hereinafter "Skirpan Properties"); CYNTHIA S. WILLEY, individually (hereinafter "Cindy Willey"); and JOHN WILLEY, III, INDIVIDUALLY (hereinafter "John Willey, III") and alleges:

GENERAL ALLEGATIONS

1. This is an action for accounting, breach of fiduciary duty, fraud, civil conspiracy, abuse of process, declaratory judgment, and removal of trustee.

2. The Dorothy Rogers Living Trust dated September 10, 2003 (hereinafter the "Trust") is a trust governed by Florida law; accordingly, Matthew Groelinger, to the extent he is deemed trustee of that trust, is subject to the jurisdiction of this Court.

3. Matthew Groelinger is a resident of the State of Florida, and therefore, is subject to the jurisdiction of this Court.

4. The Dorothy Rogers Living Trust dated September 10, 2003 (hereinafter the "Trust") is a trust governed by Florida law; accordingly, Michael Skirpan, to the extent he is deemed trustee of that trust, is subject to the jurisdiction of this Court.

5. Michael V. E. Skirpan is subject to the jurisdiction of this Court under Florida Statute §736.0202 because he has been acting as trustee of the Trust and is a beneficiary of the Trust.

6. Skirpan Properties is a Florida limited liability company, and therefore is subject to the jurisdiction of this Court

7. Cindy Willey is a resident of the State of Florida, and therefore is subject to the jurisdiction of this Court.

8. John Willey, III is a resident of the State of Florida, and therefore is subject to the jurisdiction of this Court

9. Dorothy Rogers f/k/a Dorothy Adams married Michael Skirpan in 1948. Thereafter, in 1948 Dorothy Rogers and Michael Skirpan acquired real property in Santa Rosa County, Florida that they developed into an 11 lot mobile home park.

10. Dorothy's Rogers husband, Michael Skirpan, died in 1965. At the time of his death Dorothy was 37 years of age and she and her husband had four children between the ages of fifteen years and five months: Lana Coleman f/k/a Lana Skirpan, Cindy Willey f/k/a Cindy Skirpan, Judy Groelinger f/k/a Judy Skirpan, and Michael V. E. Skirpan (hereinafter all four individuals are collectively referred to as the "Children").

11. After the death of her husband Michael Skirpan, Dorothy Rogers continued to develop her real property in Santa Rosa County, and acquired additional parcels, that eventually comprised a 50+ lot mobile home park. Dorothy Rogers entire livelihood and work history during her life has been intertwined with the development, maintenance, and operation of the mobile home park.

12. On or about September 10, 2003, the Dorothy Rogers Living Trust was formed, which was a revocable trust. Dorothy Rogers was the grantor and the trustee of the Trust.

13. In 2007, Dorothy Rogers formed Skirpan Properties for the purpose of holding record title to certain parcels of real property. Dorothy Rogers was the sole member of Skirpan Properties.

14. On or about January 4, 2011, the Trust was amended and restated. A copy of the amended and restated Trust is attached hereto as Exhibit "A" (the "Amended Trust").

15. Jason Mosely, Esq. prepared the Amended Trust and was the attorney for Dorothy Rogers.

16. The Amended Trust was a revocable trust, and Dorothy Rogers remained the grantor and the trustee of the Amended Trust.

17. Article V, Section B of the Amended Trust provides that:

Remove of Trustee Under Article II. The Grantor may at any time or from time to time remove any Trustee of the trust created under Article II, with or without cause, and may nominate a successor individual or corporate Trustee or a series of successor individual or corporate Trustees or Co-Trustees.

18. Beginning in 2008, Dorothy Rogers grandson, Matthew Groelinger, began to assist in managing the various mobile home park interests and was designated as one of the managers of Skirpan Properties and was compensated, although Dorothy retained all membership interest in Skirpan Properties.

19. Beginning in 2008, Dorothy Rogers youngest child and only son, Michael V. E. Skirpan, began to assist in managing the various mobile home park interests and was

designated as one of the managers of Skirpan Properties and was compensated, although Dorothy retained all membership interest in Skirpan Properties.

20. Beginning in 2012, Matthew Groelinger began to verbally abuse Dorothy Rogers and to methodically attempt to falsely convince her that she had dementia and Alzheimer's and was unable to take care of herself. This included verbally humiliating her for being in a wheel chair, calling her a "scumbag", telling Dorothy "I'm going to take you down", and constantly belittling her ability to provide for herself in any manner.

21. In 2012, Matthew Groelinger and Michael V. E. Skirpan, attempted to have Dorothy Rogers incorrectly deemed incompetent for the purpose of seizing control of her personal finances and affairs, including the real property and mobile home parks.

22. In 2012, Matthew Groelinger took Dorothy Rogers to her medical provider, Stephen Bast, and a mini-mental state exam (MMSE) was performed.

23. Following the MMSE, Matthew Groelinger falsely informed Dorothy Rogers that the MMSE confirmed she had dementia.

24. Thereafter, Matthew Groelinger and Michael V. E. Skirpan, proceeded with efforts to have Dorothy Rogers deemed incompetent.

25. At Matthew Groelinger and Michael V. E. Skirpan behest, Dorothy Rogers met with attorney Jason Mosely, Esq., regarding filing a voluntary guardianship.

26. Despite the fact that Dorothy Rogers was the client of Jason Mosely, Esq., Jason had direct communications with Matthew Groelinger regarding Dorothy Rogers and efforts to have a guardianship established whereby Matthew Groelinger was appointed her guardian.

27. On or about November 26, 2013 a petition for voluntary guardianship was filed in Santa Rosa County (Case No. 2013 GA 000357) by Jason Mosely, Esq. on behalf of Dorothy Rogers seeking to appoint Matthew Groelinger as her guardian.

28. The voluntary guardianship was in contradiction to Dorothy Rogers wishes and thereafter was promptly dismissed at her direction.

29. Irrespective of Dorothy Rogers wishes, the petition for voluntary guardianship sought to appoint Matthew Groelinger as guardian, despite the fact that he did not qualify to act as guardian in accordance with Florida law.

30. Thereafter, Matthew Groelinger engaged in substantial communications with Jason Mosely, Esq. in order to usurp Dorothy Rogers as the Trustee of the Amended Trust and to amend the Amended Trust so that it was no longer a revocable trust, but an irrevocable trust.

31. A copy of social media communications between Matthew Groelinger and Jason Mosely, Esq. are attached hereto as Exhibit "B".

32. On November 26, 2014, Matthew Groelinger took Dorothy Rogers to a meeting with Jason Mosley, Esq. where purportedly an amendment of trust was executed that attempted to make the Amended Trust irrevocable, to remove Dorothy Rogers as Trustee, and to appoint Matthew Groelinger as Trustee. A copy of the purported documentation amending the Trust is attached hereto as Exhibit "C" (hereinafter the "Purported Trust Amendments")

33. Dorothy Rogers was unaware that the meeting with Jason Mosley, Esq., and any documentation signed, was for the purpose of making the Amended Trust irrevocable.

34. Dorothy Rogers was unaware that the meeting with Jason Mosley, Esq., and any documentation signed, was for the purpose of removing her as Trustee of the Amended Trust.

35. Dorothy Rogers was unaware that the meeting with Jason Mosley, Esq., and any documentation signed, was for the purpose of appointing Matthew Groelinger as Trustee of the Amended Trust.

36. On November 26, 2014, Matthew Groelinger took Dorothy Rogers to a meeting with Jason Mosley, Esq. where purportedly a durable power of attorney was executed by Dorothy Rogers appointing Matthew Groelinger as her attorney-in-fact, and Michael V. E.

Skirpan as the successor attorney-in-fact. A copy of the purported power of attorney is attached hereto as Exhibit "D" (hereinafter the "Purported Power of Attorney to Matthew Groelinger").

37. Dorothy Rogers was unaware that the meeting with Jason Mosley, Esq., and any documentation signed, was for the purpose executing a power of attorney that granted Matthew Groelinger authority to manage virtually all of Dorothy Rogers affairs.

38. On November 26, 2014, Matthew Groelinger took Dorothy Rogers to a meeting with Jason Mosley, Esq. where purportedly a deed was executed conveying multiple parcels of real property, including her homestead residence, titled in Dorothy Rogers, individually, that was conveyed to Matthew Groelinger as Trustee of the Amended Trust. A copy of that deed, recorded in Official Record Book 3401 at Page 2085 of the public records of Santa Rosa County, Florida is attached hereto as Exhibit "E" (hereinafter the "Purported Deed").

39. Dorothy Rogers was unaware that the meeting with Jason Mosley, Esq., and any documentation signed, was for the purpose conveying real property owned in her individual capacity, including her homestead, to Matthew Groelinger as Trustee of the Amended Trust.

40. Irrespective of the validity and/or enforceability of the Purported Trust Amendments, the Purported Power of Attorney to Matthew Groelinger and the Purported Deed (the Purported Trust Amendments, the Purported Power of Attorney to Matthew Groelinger and the Purported Deed are collectively referred to as the "Purported Instruments"), per the terms of the Amended Trust all income generated by the Amended Trust was to be paid to Dorothy Rogers.

41. Irrespective of the validity and/or enforceability of the Purported Instruments, per the terms of the Amended Trust Dorothy Rogers retained the right to remove any Trustee of the Amended Trust and to appoint any new trustee of the Amended Trust at her sole discretion.

42. Following the November 26, 2014 meeting with Jason Mosely, Esq., Matthew Groelinger continued engaging in communications with Jason Mosely, Esq. as well as Dorothy Roger's health care providers in order to convince both that Dorothy Rogers was incompetent.

43. In April of 2015, Jason Mosely, Esq. provided legal advice and representation to Matthew Groelinger to attempt to initiate a forced guardianship of Dorothy Rogers whereby Matthew Groelinger would be appointed her guardian.

44. Following the November 26, 2014 meeting with Jason Mosely, Esq., Matthew Groelinger closed Dorothy Rogers bank account in April, 2015 and usurped her income for a two month period. Once again, from October of 2015 to present, Matthew Groelinger again usurped all income from the mobile home and rental properties; thus depriving Dorothy Rogers of rental proceeds that had been her primary source of income for over sixty (60) years.

45. Following the November 26, 2014 meeting with Jason Mosely, Esq., Matthew Groelinger filed false reports with the State of Florida to report Dorothy Rogers as an unsafe driver. A copy of a letter received by Dorothy Rogers from the Florida Department of Highway Safety and Motor Vehicle sent following one of Matthew Groelinger false reports is attached hereto as Exhibit "G".

46. Following the November 26, 2014 meeting with Jason Mosely, Esq., Matthew Groelinger filed false reports with the State of Florida to report Dorothy Rogers was unable to take care of herself.

47. Following the November 26, 2014 meeting with Jason Mosely, Esq., Matthew Groelinger closed all of Dorothy Rogers bank accounts thus depriving her of any access to her money.

48. On or about June 11, 2015, unbeknownst to Dorothy Rogers, Matthew Groelinger executed a deed purporting to transfer her interest in real property. A copy of that deed is attached hereto as Exhibit "H".

49. In August of 2015, Dorothy Rogers met with Jason Mosely, Esq. and informed him of the extent of Matthew Groelinger's improper and illegal actions that had decimated her financial well-being and safety.

50. Jason Mosely, Esq. advised her that a revocation of the power of attorney that had been provided to Matthew Groelinger on November 26, 2014 was needed and he prepared that revocation for her execution. A copy of the revocation of the power of attorney is attached hereto as Exhibit "I" (hereinafter "Revocation of Power of Attorney").

51. Jason Mosely, Esq. retained the original of the Revocation of Power of Attorney.

52. Jason Mosely, Esq. never recorded the original Revocation of Power of Attorney in the public records of Santa Rosa County, Florida, despite the substantial real property involved and located in Santa Rosa County, Florida.

53. Jason Mosely, Esq. told Dorothy Rogers he would call Matthew Groelinger and confirm the Purported Power of Attorney to Matthew Groelinger had been revoked.

54. Dorothy Rogers is uncertain if that call to Matthew Groelinger was ever made. Dorothy Rogers is unaware of any letters sent to any persons by Jason Mosely, Esq. notifying those parties that the Purported Power of Attorney to Matthew Groelinger had been revoked.

55. Thereafter, Matthew Groelinger executed another deed purporting to convey real property owned by Dorothy Rogers in Santa Rosa County pursuant to the Purported Power of Attorney to Matthew Groelinger that had been revoked. A copy of that deed is attached hereto as Exhibit "J".

56. Matthew Groelinger has never provided Dorothy Rogers any accounting of any kind as to the Amended Trust.

57. On or about October 19, 2015, Matthew Groelinger, Michael V. E. Skirpan, Cindy Willey, and John Willey, III conspired to have Dorothy Rogers Baker Acted pursuant to Florida law based on false allegations, known to be false those parties, that Dorothy Rogers was not competent.

58. Immediately after law enforcement officers secured Dorothy Rogers at her home located at 7813 Fleetwood Drive, Milton, Florida 32570, pursuant to the Baker Act proceedings, Matthew Groelinger and John Willey, III approached long-time mobile home tenants and friends of Dorothy Rogers that resided adjacent to her home and were known to have keys to Dorothy Rogers residence.

59. Matthew Groelinger and John Willey, III confirmed to the long-time mobile home tenants that they were now in charge of the mobile home park and Dorothy Rogers residence and if the keys were not provided they would initiate eviction proceedings against the tenant. The tenant surrendered the keys as demanded.

60. Immediately thereafter, Matthew Groelinger and John Willey, III entered Dorothy Rogers home located at 7813 Fleetwood Drive, Milton, Florida 32570.

61. Once inside Dorothy Rogers home, Matthew Groelinger and John Willey, III effectively looted and ransacked her home and committed the following known acts:

- a) Removed and stole \$3,000.00 cash in a locked safe box that Dorothy Rogers had been saving to have eye surgery;
- b) Removed and stole numerous mobile home titles for various mobile homes located on the real property owned by Dorothy Rogers;
- c) Removed and stole a new box of insulin needles for her diabetic machine, a case of glucerna (dietary supplement) and removed all batteries from her blood pressure machine;
- d) Removed, stole and or destroyed a significant amount of Dorothy Rogers clothes;
- e) Filled her bathtub full of debris to make it impossible for use by Dorothy Rogers;
- f) Disconnected her television from the cable system;

- g) Removed and stole Dorothy Rogers vehicle, a Jaguar, that included her wheel chair, the wheel chair mount attached to the vehicle, as well as the title to the vehicle.

62. Contemporaneously with the looting and ransacking of Dorothy Rogers home, Matthew Groelinger issued written demand to all tenants of the mobile home parks demanding that all rent be paid to the attention of Matthew Groelinger, ordering all tenants to have no further interaction of communication of any kind with Dorothy Rogers. No explanation for the reason why was provided in the written notice other than the statement that "Mrs. Rogers set this plan in place over 12 years ago and we are honoring her wishes to retire and continue the family business through Skirpan Properties". A copy of the fraudulent demand letter is attached hereto as Exhibit "F-1" (hereinafter the "Fraudulent Demand Letter").

63. On or about November 4, 2015 a second demand was sent to all tenants of the mobile home parks demanding that all rent be paid to the attention of Matthew Groelinger, ordering all tenants to have no further interaction of communication of any kind with Dorothy Rogers. A copy of the second fraudulent demand letter is attached hereto as Exhibit "F-2" (hereinafter the "Second Fraudulent Demand Letter"; the "First Fraudulent Demand Letter" and "Second Fraudulent Demand Letter" are collectively referred to as the "Fraudulent Demand Letters").

64. Cindy Willey, and John Willey, III assisted in providing copies of the Fraudulent Demand Letter to the tenants, and confirming that all rental payments had to be paid to Matthew Groelinger.

65. Matthew Groelinger, Cindy Willey, and John Willey, III notified tenants receiving HUD assistance that they must contact HUD to immediately have all rent payments remitted to Matthew Groelinger.

66. Immediately after Dorothy Rogers was Baker Acted, she satisfactorily passed all examinations and evaluations of her mental competency and was permitted to return to her home.

67. When Dorothy Rogers returned home she was devastated to find her home looted and ransacked, and she immediately called 911 and Santa Rosa Sheriff's Deputies responded. An offense report of the incident was prepared by the Santa Rosa Sheriff's Office, a copy of which is attached hereto as Exhibit "K" (hereinafter the "Offense Report").

68. The Santa Rosa Sheriff's Office contacted Matthew Groelinger regarding the incident and he demanded that Dorothy Rogers be evicted from her home since it was now owned by Skirpan Properties. The Santa Rosa Sheriff's Office refused such demand since it was a civil matter, and Dorothy Rogers remained in her home.

69. In the meantime, Matthew Groelinger continued making false claims to the mobile home tenants, friends, and family that Dorothy Rogers was not competent or capable of taking care of herself and he was proceeding with securing all her affairs to afford her the retirement she deserved.

70. Dorothy Rogers was isolated from family and loved ones and left financially destitute, and since her vehicle and wheel chair had been stolen, her mobility and ability to seek help was significant impaired.

71. Following the theft of the mobile home titles and the title to Dorothy Rogers vehicle, Matthew Groelinger then transferred title to those mobile homes and vehicle to Skirpan Properties.

72. Thereafter, Dorothy Rogers son-in-law, Carl Coleman became aware of the extent of the abuse and improper conduct of Matthew Groelinger and others family members, including Michael V. E. Skirpan, Cindy Willey, and John Willey, III, and began to assist her in efforts to secure and provide for her well-being.

73. Thereafter, Scott Haines, a friend of Dorothy Rogers, became aware of the extent of the abuse and improper conduct of Matthew Groelinger and others family members, including Michael V. E. Skirpan, Cindy Willey, and John Willey, III, and began to assist her in efforts to secure and provide for her well-being.

74. In November of 2015, after following up with her health care provider, Dorothy Rogers took another MMSE that unequivocally confirmed she did not have dementia. Additionally, her health care provider confirmed that the MMSE performed in 2012 was improperly reported and was not accurate.

COUNT 1 – ACCOUNTING (AS TO MATTHEW GROELINGER, AS TRUSTEE)

Plaintiff re-alleges and incorporates Paragraphs 2 through 74, above as if fully set forth herein.

75. This is an action for damages in excess of \$15,000.00.

76. This is a claim against Matthew Groelinger, to the extent deemed Trustee of the Amended Trust, for failure to provide trust accounting in contradiction to the express provisions of the Amended Trust and applicable Florida law.

77. Matthew Groelinger, to the extent deemed Trustee of the Amended Trust, had a fiduciary relationship with Dorothy Rogers.

78. Matthew Groelinger, to the extent deemed Trustee of the Amended Trust, knowingly acknowledged and accepted that fiduciary obligation and all duties required of the Trustee under the Amended Trust and by Florida law.

79. Matthew Groelinger, to the extent deemed Trustee of the Amended Trust, knowingly and willfully failed to provide Dorothy Rogers, with any accounting of any kind with respect to, among other things, the assets, expenditures, income, and/or liabilities of the Amended Trust.

80. By failing to provide any Trust accounting of any kind to Dorothy Rogers, Matthew Groelinger, to the extent deemed Trustee of the Amended Trust, knowingly and

willfully failed to comply with the clear provisions of the Amended Trust and applicable Florida law.

81. In light of the knowing and willful failure by Matthew Groelinger, to the extent deemed Trustee of the Amended Trust, to provide any Trust accounting of any kind, the Plaintiff has been damaged and has no adequate remedy at law.

82. Plaintiff has employed the law firm of Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, LLC to represent its interests herein, and as such, is obligated to pay its attorneys a reasonable fee for their services.

WHEREFORE, Plaintiff, Dorothy Rogers, demands an accounting of all revenue, expenses, expenditures, costs etc. for the Amended Trust at any time Matthew Groelinger acted as Trustee, and for the amount of damages sustained by Dorothy Rogers, including interest, costs and reasonable attorneys' fees, and for all other just and equitable relief.

COUNT 2 – BREACH OF FIDUCIARY DUTY
(AS TO MATTHEW GROELINGER, INDIVIDUALLY AND AS TRUSTEE)

Plaintiff re-alleges and incorporates Paragraphs 2 through 74, above as if fully set forth herein.

83. This is an action for damages in excess of \$15,000.00.

84. This is a claim against Matthew Groelinger, individually and/or to the extent deemed Trustee of the Amended Trust, for breach of his fiduciary duty as Trustee of the Amended Trust

85. Matthew Groelinger, individually and/or to the extent deemed Trustee of the Amended Trust, had a fiduciary relationship with Dorothy Rogers.

86. Matthew Groelinger, individually and/or to the extent deemed Trustee of the Amended Trust, knowingly acknowledged and accepted that fiduciary obligation and all duties required of the Trustee under the Amended Trust and by Florida law.

87. Dorothy Rogers had a reasonable expectation as the grantor and beneficiary of a Florida trust that the Trustee would carry out his or her duties in accordance with the express provisions of the trust and the requirements of Florida law.

88. Matthew Groelinger, individually and/or to the extent deemed Trustee of the Amended Trust has knowingly and willfully administered assets of the Trust in contradiction to the express provision of the Trust and Florida law.

89. Matthew Groelinger, individually and/or to the extent deemed Trustee of the Amended Trust has conveyed trust assets, including but not limited to real property and mobile home titles, in contradiction to the terms of the Amended Trust and for Matthew Groelinger own-self-serving interests and to the detriment of Dorothy Rogers.

90. Matthew Groelinger, individually and/or to the extent deemed Trustee of the Amended Trust has willfully deprived Dorothy Rogers of the income and principal generated by assets of the Amended Trust.

91. Matthew Groelinger, individually and/or to the extent deemed Trustee of the Amended Trust, knowingly and willfully failed to provide Dorothy Rogers with any accounting of any kind with respect to, among other things, the assets, expenditures, income, and/or liabilities of the Trust.

92. Even to the extent the Purported Instruments are deemed valid and enforceable, which is denied, Matthew Groelinger, individually and/or to the extent deemed Trustee of the Amended Trust, continued to take action on behalf of the Amended Trust long after Matthew Groelinger had knowledge that said authority had been revoked by Dorothy Rogers.

93. Matthew Groelinger, individually and/or to the extent deemed Trustee of the Amended Trust, has breached her duties as a fiduciary owed to Dorothy Rogers, as a beneficiary of the Amended Trust.

94. By failing to comply with the express provisions of the Amended Trust and the clear requirements of Florida law, Matthew Groelinger, individually and/or to the extent deemed

Trustee of the Amended Trust, knowingly and willfully failed to carry out his fiduciary duties individually and/or to the extent deemed Trustee of the Amended Trust.

95. Plaintiff has been damaged by breach of fiduciary duty committed by Matthew Groelinger, individually and/or to the extent deemed Trustee of the Amended Trust.

96. Plaintiff has employed the law firm of Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, LLC to represent its interests herein, and as such, is obligated to pay its attorneys a reasonable fee for their services.

WHEREFORE, Plaintiff, Dorothy Rogers, demands judgment for money damages against Matthew Groelinger individually and/or to the extent deemed Trustee of the Amended Trust, jointly and severally, for the amount of damages sustained by Dorothy Rogers, including interest, costs and reasonable attorneys' fees, and for all other just and equitable relief.

Reservation of Rights to Amend to Pursue Punitive Damages

Plaintiff, Dorothy Rogers, hereby reserves the right to seek amendment of this pleading to pursue a claim for punitive damages against Matthew Groelinger individually and/or to the extent deemed Trustee of the Amended Trust, upon establishing the requisite showing and proffer.

COUNT 3 – BREACH OF FIDUCIARY DUTY
(AS TO MATTHEW GROELINGER, INDIVIDUALLY AND AS ATTORNEY-IN-FACT)

Plaintiff re-alleges and incorporates Paragraphs 2 through 74, above as if fully set forth herein.

97. This is an action for damages in excess of \$15,000.00.

98. This is a claim against Matthew Groelinger, individually and/or to the extent deemed attorney-in-fact for Dorothy Rogers, for breach of his fiduciary duty as attorney-in-fact for Dorothy Rogers.

99. Matthew Groelinger, individually and/or to the extent deemed attorney-in-fact for Dorothy Rogers, had a fiduciary relationship with Dorothy Rogers.

100. Matthew Groelinger, individually and/or to the extent deemed attorney-in-fact for Dorothy Rogers, knowingly acknowledged and accepted the fiduciary obligation to serve as attorney-in-fact for Dorothy Rogers.

101. Dorothy Rogers had a reasonable expectation that an attorney-in-fact would carry out his or her duties in accordance with the requirements of Florida law.

102. Matthew Groelinger, individually and/or to the extent deemed attorney-in-fact for Dorothy Rogers has conveyed assets of Dorothy Rogers, including but not limited to real property and mobile home titles, in contradiction to her wishes and without charge for Matthew Groelinger own-self-serving interests and to the detriment of Dorothy Rogers.

103. Matthew Groelinger, I individually and/or to the extent deemed attorney-in-fact for Dorothy Rogers has willfully deprived Dorothy Rogers of the income and principal generated by her assets.

104. Even to the extent the Purported Power of Attorney to Matthew Groelinger is deemed valid and enforceable, which is denied, Matthew Groelinger individually and/or to the extent deemed attorney-in-fact for Dorothy Rogers has taken actions on behalf of Skirpan Properties, which is not allowable under Florida law.

105. Even to the extent the Purported Instruments are deemed valid and enforceable, which is denied, Matthew Groelinger, individually and/or to the extent deemed attorney-in-fact for Dorothy Rogers, continued to take action on behalf of the Dorothy Rogers long after Matthew Groelinger had knowledge that said authority had been revoked by Dorothy Rogers.

106. Matthew Groelinger, individually and/or to the extent deemed attorney-in-fact for Dorothy Rogers, has breached her duties as a fiduciary owed to Dorothy Rogers, as attorney-in-fact.

107. Plaintiff has been damaged by breach of fiduciary duty committed by Matthew Groelinger, individually and/or to the extent deemed attorney-in-fact for Dorothy Rogers.

108. Plaintiff has employed the law firm of Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, LLC to represent its interests herein, and as such, is obligated to pay its attorneys a reasonable fee for their services.

WHEREFORE, Plaintiff, Dorothy Rogers, demands judgment for money damages against Matthew Groelinger individually and/or to the extent deemed attorney-in-fact for Dorothy Rogers, jointly and severally, for the amount of damages sustained by Dorothy Rogers, including interest, costs and reasonable attorneys' fees, and for all other just and equitable relief.

Reservation of Rights to Amend to Pursue Punitive Damages

Plaintiff, Dorothy Rogers, hereby reserves the right to seek amendment of this pleading to pursue a claim for punitive damages against Matthew Groelinger individually and/or to the extent deemed attorney-in-fact for Dorothy Rogers, upon establishing the requisite showing and proffer.

COUNT 4 – FRAUD

Plaintiff re-alleges and incorporates Paragraphs 2 through 74, above as if fully set forth herein.

109. This is an action for damages in excess of \$15,000.00.

110. This is a claim against Matthew Groelinger and Michael V. E. Skirpan.

111. Matthew Groelinger and Michael V. E. Skirpan made false statements to Dorothy Rogers regarding the reason for meeting with Jason Mosely on November 26, 2014 and the purpose of the Purported Instruments made on continuous false statements to Dorothy Rogers by Matthew Groelinger and Michael V. E. Skirpan that she was not capable of taking care of herself.

112. Matthew Groelinger and Michael V. E. Skirpan made false statements to Dorothy Rogers that the Purported Instruments were for the purpose of providing for her well-being and to protect her ability to manage her affairs.

113. Matthew Groelinger and Michael V. E. Skirpan knew these statements were false and that Dorothy Rogers was competent and capable of managing her own affairs.

114. Matthew Groelinger and Michael V. E. Skirpan intended the false representations to convince Dorothy Rogers her she was not competent, and to induce her to sign the Purported Instruments.

115. Matthew Groelinger and Michael V. E. Skirpan intended the false representations that the Purported Instruments were for the purpose of providing for her well-being and to protect her ability to manage her affairs, when in fact the Purported Instruments were for not for that purpose, would induce her to sign the Purported Instruments.

116. Matthew Groelinger and Michael V. E. Skirpan knowingly and willfully engaged in a fraudulent scheme to have Dorothy Rogers executed Purported Instruments for the unlawful purpose of high jacking her financial affairs and assets for their own self-serving interest.

117. Plaintiff has been damaged by in justifiable reliance on the representations made by Matthew Groelinger and Michael V. E. Skirpan.

118. Plaintiff has been damaged by the actions taken by Matthew Groelinger and Michael V. E. Skirpan following execution of the Purported Instruments.

119. Plaintiff has employed the law firm of Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, LLC to represent its interests herein, and as such, is obligated to pay its attorneys a reasonable fee for their services.

WHEREFORE, Plaintiff, Dorothy Rogers, demands judgment for money damages against Plaintiff has been damaged by in justifiable reliance on the representations made by Matthew Groelinger and Michael V. E. Skirpan, jointly and severally, for the amount of damages sustained by Dorothy Rogers, including interest, costs and reasonable attorneys' fees, and for all other just and equitable relief.

Reservation of Rights to Amend to Pursue Punitive Damages

Plaintiff, Dorothy Rogers, hereby reserves the right to seek amendment of this pleading to pursue a claim for punitive damages against Matthew Groelinger and Michael V. E. Skirpan, upon establishing the requisite showing and proffer.

COUNT 5 – CIVIL CONSPIRACY

Plaintiff re-alleges and incorporates Paragraphs 2 through 74, above as if fully set forth herein.

120. This is an action for damages in excess of \$15,000.00.

121. This is a claim against Matthew Groelinger and Michael V. E. Skirpan.

122. Matthew Groelinger and Michael V. E. Skirpan knew Dorothy Rogers was competent.

123. Matthew Groelinger and Michael V. E. Skirpan, by concerted action, made false statements to Dorothy Rogers that the Purported Instruments were for the purpose of providing for her well-being and to protect her ability to manage her affairs.

124. Matthew Groelinger and Michael V. E. Skirpan knew these statements were false and that Dorothy Rogers was competent and capable of managing her own affairs.

125. Matthew Groelinger and Michael V. E. Skirpan intended the false representations to convince Dorothy Rogers her she was not competent, and to induce her to sign the Purported Instruments.

126. Matthew Groelinger and Michael V. E. Skirpan intended the false representations that the Purported Instruments were for the purpose of providing for her well-being and to protect her ability to manage her affairs, when in fact the Purported Instruments were for not for that purpose, would induce her to sign the Purported Instruments.

127. Matthew Groelinger and Michael V. E. Skirpan knowingly and willfully engaged in a fraudulent scheme to have Dorothy Rogers executed Purported Instruments for the unlawful purpose of high jacking her financial affairs and assets for their own self-serving interest.

128. Plaintiff has been damaged by the concerted actions of Matthew Groelinger and Michael V. E. Skirpan.

129. Plaintiff has been damaged by the actions taken by Matthew Groelinger and Michael V. E. Skirpan following execution of the Purported Instruments.

130. Plaintiff has employed the law firm of Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, LLC to represent its interests herein, and as such, is obligated to pay its attorneys a reasonable fee for their services.

WHEREFORE, Plaintiff, Dorothy Rogers, demands judgment for money damages against Plaintiff has been damaged by the concerted actions of Matthew Groelinger and Michael V. E. Skirpan, jointly and severally, for the amount of damages sustained by Dorothy Rogers, including interest, costs and reasonable attorneys' fees, and for all other just and equitable relief.

Reservation of Rights to Amend to Pursue Punitive Damages

Plaintiff, Dorothy Rogers, hereby reserves the right to seek amendment of this pleading to pursue a claim for punitive damages against Matthew Groelinger and Michael V. E. Skirpan, upon establishing the requisite showing and proffer.

COUNT 6 – ABUSE OF PROCESS

Plaintiff re-alleges and incorporates Paragraphs 2 through 74, above as if fully set forth herein.

131. This is an action for damages in excess of \$15,000.00.

132. This is a claim against Matthew Groelinger, Michael V. E. Skirpan, Cindy Willey, and John Willey, III

133. Matthew Groelinger, Michael V. E. Skirpan, Cindy Willey, and John Willey, III willfully or intentionally made illegal, improper or perverted use of the Baker Act process to have Dorothy Rogers taken into custody for evaluation.

134. Matthew Groelinger, Michael V. E. Skirpan, Cindy Willey, and John Willey, III knew or should have known that Dorothy Rogers was competent and that Baker Act proceedings were not appropriate.

135. Matthew Groelinger, Michael V. E. Skirpan, Cindy Willey, and John Willey, III had the ulterior motive or purpose in commencing Baker Act proceedings against Dorothy Rogers for the purpose of unilaterally and unlawfully taking control of all her assets after she was taken into custody, and then to utilize that opportunity to falsely inform the mobile home tenants not to pay Dorothy Rogers, but instead Matthew Groelinger.

136. Plaintiff has been damaged by the actions taken by Matthew Groelinger, Michael V. E. Skirpan, Cindy Willey, and John Willey, III

137. Plaintiff has employed the law firm of Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, LLC to represent its interests herein, and as such, is obligated to pay its attorneys a reasonable fee for their services.

WHEREFORE, Plaintiff, Dorothy Rogers, demands judgment for money damages against Matthew Groelinger, Michael V. E. Skirpan, Cindy Willey, and John Willey, III, jointly and severally, for the amount of damages sustained by Dorothy Rogers, including interest, costs and reasonable attorneys' fees, and for all other just and equitable relief.

Reservation of Rights to Amend to Pursue Punitive Damages

Plaintiff, Dorothy Rogers, hereby reserves the right to seek amendment of this pleading to pursue a claim for punitive damages against Matthew Groelinger, Michael V. E. Skirpan, Cindy Willey, and John Willey, III, upon establishing the requisite showing and proffer.

COUNT 7 – CIVIL CONSPIRACY

Plaintiff re-alleges and incorporates Paragraphs 2 through 74, above as if fully set forth herein.

138. This is an action for damages in excess of \$15,000.00.

139. This is a claim against Matthew Groelinger, Michael V. E. Skirpan, Cindy Willey, and John Willey, III

140. Matthew Groelinger, Michael V. E. Skirpan, Cindy Willey, and John Willey, III knew or should have known Dorothy Rogers was competent.

141. Matthew Groelinger, Michael V. E. Skirpan, Cindy Willey, and John Willey, III, by concerted action, willfully or intentionally made illegal, improper or perverted use of the Baker Act process to have Dorothy Rogers taken into custody for evaluation.

142. Matthew Groelinger, Michael V. E. Skirpan, Cindy Willey, and John Willey, III knew or should have known that Dorothy Rogers was competent and that Baker Act proceedings were not appropriate.

143. Matthew Groelinger, Michael V. E. Skirpan, Cindy Willey, and John Willey, III had the ulterior motive or purpose in commencing Baker Act proceedings against Dorothy Rogers for the purpose of unilaterally and unlawfully taking control of all her assets after she was taken into custody, and then to utilize that opportunity to falsely inform the mobile home tenants not to pay Dorothy Rogers, but instead Matthew Groelinger.

144. Plaintiff has been damaged by the concerted actions taken by Matthew Groelinger, Michael V. E. Skirpan, Cindy Willey, and John Willey, III

145. Plaintiff has employed the law firm of Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, LLC to represent its interests herein, and as such, is obligated to pay its attorneys a reasonable fee for their services.

WHEREFORE, Plaintiff, Dorothy Rogers, demands judgment for money damages against Plaintiff has been damaged by the concerted actions of Matthew Groelinger, Michael V. E. Skirpan, Cindy Willey, and John Willey, III, jointly and severally, for the amount of damages sustained by Dorothy Rogers, including interest, costs and reasonable attorneys' fees, and for all other just and equitable relief.

Reservation of Rights to Amend to Pursue Punitive Damages

Plaintiff, Dorothy Rogers, hereby reserves the right to seek amendment of this pleading to pursue a claim for punitive damages against Matthew Groelinger, Michael V. E. Skirpan, Cindy Willey, and John Willey, III, upon establishing the requisite showing and proffer.

COUNT 8 – DECLARATORY JUDGMENT

Plaintiff re-alleges and incorporates Paragraphs 2 through 74, above as if fully set forth herein.

146. This is an action pursuant to Section 86.011, Florida Statutes, for a judgment declaring that the Purported Instruments were procured through, among other things, misrepresentation, fraud, undue influence, and are therefore invalid and unenforceable as a matter of law.

147. This is an action pursuant to Section 86.011, Florida Statutes, for a judgment declaring that the deeds attached hereto as Exhibits "E", "H" and "J" were procured through, among other things, misrepresentation, fraud, undue influence, and are therefore invalid and unenforceable as a matter of law.

148. This is an action pursuant to Section 86.011, Florida Statutes, for a judgment declaring that Matthew Groelinger and Michael V. E. Skirpan have no authority to act as trustee of the Amended Trust, as attorney-in-fact for Dorothy Rogers, or as an agent of any kind for Skirpan Properties.

149. Plaintiff filed this action because there is a bona fide, actual, practical, and present need for a declaration by this Court that the Purported Instruments and deeds attached as Exhibits "E", "H" and "J" invalid and unenforceable as a matter of law; and therefore void.

150. Plaintiff has employed the law firm of Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, LLC to represent its interests herein, and as such, is obligated to pay its attorneys a reasonable fee for their services.

WHEREFORE, Plaintiff, Dorothy Rogers, requests that the Court grant a declaratory judgment determining that the Purported Instruments, and the deeds attached hereto as

Exhibits "E", "H" and "J", are invalid and unenforceable as a matter of law, and therefore void; and furthermore, that Matthew Groelinger and Michael V. E. Skirpan have no authority to act as trustee of the Amended Trust, as attorney-in-fact for Dorothy Rogers, or as an agent of any kind for Skirpan Properties.

COUNT 9 – REMOVAL OF MATTHEW GROELINGER, AS TRUSTEE

Plaintiff re-alleges and incorporates Paragraphs 2 through 74, above as if fully set forth herein.

151. This is an action pursuant to Section 736.0706, Florida Statutes, to remove Matthew Groelinger, to the extent deemed Trustee of the Amended Trust.

152. Matthew Groelinger knowingly and willfully procured the Purported Instrument to improperly appoint himself purported trustee of the Amended Trust.

153. Matthew Groelinger, to the extent deemed Trustee of the Amended Trust, knowingly acknowledged and accepted that fiduciary obligation and all duties required of the Trustee under the Amended Trust and by Florida law.

154. Matthew Groelinger, to the extent deemed Trustee of the Amended Trust, knowingly and willfully failed to withdraw as Trustee despite demand by Dorothy Rogers.

155. Matthew Groelinger, to the extent deemed Trustee of the Amended Trust, has committed several serious and ongoing breaches of trust.

156. Matthew Groelinger, to the extent deemed Trustee of the Amended Trust, is unfit, unwilling and persistently fails to administer the Amended Trust effectively and in accordance with the Amended Trust terms and Florida law.

157. Removing Matthew Groelinger, to the extent deemed Trustee of the Amended Trust, will be to the benefit of all beneficiaries, and will permit administration of the Amended Trust in the manner provided for by the terms thereof.

158. Plaintiff has employed the law firm of Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, LLC to represent its interests herein, and as such, is obligated to pay its attorneys a reasonable fee for their services.

WHEREFORE, Plaintiff, Dorothy Rogers, requests that the Court remove Matthew Groelinger to the extent deemed Trustee of the Amended Trust, and appoint a trustee consistent with the terms of the Amended Trust and Florida law.

CARVER, DARDEN, KORETZKY, TESSIER, FINN,
BLOSSMAN & AREAUX, LLC

By: 

Brian W. Hoffman, Esquire
Florida Bar No.: 0627747
801 West Romana Street, Suite A
Pensacola, Florida 32502
Telephone: (850) 266-2300
Attorneys for Plaintiff, Dorothy Rogers

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged therein are true and correct to the best of my knowledge and belief.


Dorothy Rogers

**AMENDED AND RESTATED
DOROTHY ROGERS LIVING TRUST**

THIS AMENDED AND RESTATED TRUST AGREEMENT is entered into on January 4, 2011, and amends and restates the Dorothy Rogers Living Trust entered into on September 10, 2003 between DOROTHY ROGERS, also known as DOROTHY JEAN ADAMS SKIRPAN RENO ROGERS, of Santa Rosa County, Florida, as Grantor (the "Grantor"), and DOROTHY ROGERS of Santa Rosa County, Florida, as initial Trustee (the "Trustee").

W I T N E S S E T H:

The Grantor desires to create a trust to be held, administered and distributed in accordance with the provisions of this Trust Agreement. Accordingly, the Grantor has transferred to the Trustee, and the Trustee acknowledges receipt from the Grantor of the sum of one dollar in cash.

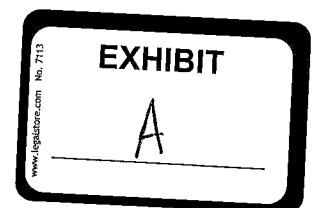
This property, together with any other property which may hereafter be conveyed to the Trustee subject to the trust hereby created, shall be held, administered and distributed by the Trustee, upon the trust and for the purposes and uses herein set forth. The trust initially created by this Trust Agreement shall be known as the "DOROTHY ROGERS LIVING TRUST."

ARTICLE I - IDENTIFICATION

- A. **Grantor's Spouse.** The Grantor is unmarried.
- B. **Grantor's Beneficiaries.** The Grantor's beneficiaries are MATTHEW GROELINGER and MICHAEL V.E. SKIRPAN, and such other persons that may be named herein.

ARTICLE II - INITIAL REVOCABLE TRUST

- A. **Distributions.** The Trustee shall hold, manage, sell, exchange, invest and reinvest the trust property, collect all income and, after deducting such expenses as are properly payable, shall accumulate and distribute the income and principal as herein provided. The Trustee shall distribute the income and principal of the trust to the Grantor in such amounts as the Grantor may direct. All trust net income not otherwise appointed by the Grantor shall be accumulated and invested. If the Grantor becomes incapacitated, the Trustee shall distribute such amounts of the income and principal of the trust for the comfort, health, support, maintenance or other needs of the Grantor as the Trustee shall determine, in the Trustee's discretion, to be necessary or appropriate to maintain the Grantor in accordance with the Grantor's accustomed standard of living at the time of



the execution of this Trust Agreement.

B. Additions Following Death of Grantor. The Trustee shall add to the trust created by this Article all property which was owned by the Grantor and which is received by the Trustee under the Grantor's Will, under this Trust Agreement, or otherwise. All non-probate assets (which shall include, but not be limited to, any payments from an employee or self-employed benefit plan, individual retirement account or annuity or any proceeds of any insurance policy on the life of the Grantor) which are payable to the Trustee hereunder shall be added to the trust created by this Article.

C. Other Payments. Following the death of the Grantor the Trustee shall pay from the remaining property of the trust the difference between all taxes which must be paid by reason of the Grantor's death and those taxes which would be payable by reason of the Grantor's death had such trust property not been includable in the gross estate of the Grantor for the purpose of calculating such taxes. The Trustee, in the Trustee's discretion, may pay from the trust property all or any part of the Grantor's funeral expenses, claims which are legally enforceable against the Grantor's estate (including estate and inheritance taxes) and reasonable expenses of administration of the Grantor's estate. The Trustee may make such payments directly or may pay over the amounts thereof to the duly qualified executor, personal representative, or administrator of the Grantor's estate. Written statements by the executor, personal representative, or administrator of the Grantor's estate of the sums that may be paid under this Section shall be sufficient evidence of their amounts, and the Trustee shall be under no duty to confirm that such payments were applied properly.

E. Survivorship Provisions. For purposes of this Trust Agreement, no person shall be presumed to have survived the Grantor if such person should die within 60 days of the Grantor's death.

F. Distributions to Beneficiaries. Following all of the preceding distributions, the Trustee shall distribute the remainder of the Trust estate to the Grantor's Beneficiaries as defined in Article III, in accordance with the terms thereof.

ARTICLE III - BENEFICIARIES

Any property which is to be distributed to the "Grantor's Beneficiaries as defined in Article III" shall be distributed to MATTHEW GROELINGER and MICHAEL V.E. SKIRPAN, or to their lineal descendants per stirpes. If any such beneficiary that predeceases the Grantor shall not have lineal descendants, his or her share shall be distributed to the Grantor's lineal descendants, per stirpes. Any property (other than the Grantors' tangible personal property) to be distributed to an individual pursuant to the terms of this Article shall not be distributed outright, but instead shall be

held, administered, and distributed by the Trustee subject to the terms and provisions of Article IV. Any requirement in this Article that a person must survive the Grantor shall, in the case of property distributed upon the termination of a trust, instead mean that such person must then be living.

ARTICLE IV - BENEFICIARIES' TRUSTS

A. **Applicability.** If any property is to be distributed to an individual subject to being held, administered, and distributed according to the terms and provisions of this Article, the Trustee shall not distribute such property outright, but instead the Trustee shall hold all of such property as a separate trust for the benefit of such individual, and the records of the Trustee shall be kept accordingly. Each trust created by this Article shall be known by the name of the individual for whom it is created (hereafter called "Beneficiary" of such trust) which individual shall be the primary beneficiary thereof.

B. **Distributions.** With regard to each trust created by this Article, the Trustee shall distribute to the Beneficiary of such trust such amounts of the income and principal of such trust as are necessary, when added to the funds reasonably available to such Beneficiary from all other sources known to the Trustee, to provide for such Beneficiary's health, support, maintenance and education, taking into consideration the age, education and station in life of such Beneficiary. In addition, the Trustee, in the Trustee's discretion, may distribute to any one or more descendants of the Beneficiary of a trust created by this Article, such amounts of the income and principal of such trust as are necessary, when added to the funds reasonably available to such Beneficiary's descendants from all other sources known to the Trustee, to provide for their health, support, maintenance and education, taking into consideration their age, education and station in life. The Grantor desires that each of the Beneficiaries and the descendants of such Beneficiaries be afforded the opportunity to obtain as complete an education, including attendance at graduate, professional and special trade schools, as they may reasonably desire and be qualified to obtain.

C. **Termination.** The Trustee shall distribute one-fourth (1/4) of each beneficiary's share to the beneficiary as soon after the Grantor's death as is reasonably possible. One year after the Grantor's death, the Trustee shall distribute one-third (1/3) of the remaining balance of each beneficiary's share. Two years after the Grantor's death, the Trustee shall distribute one-half (1/2) of the remaining balance. Three years after the Grantor's death, the Trustee shall distribute the remainder of each beneficiary's share free of trust.

ARTICLE V - TRUSTEE NOMINATIONS

A. **Successor Trustee.** If DOROTHY ROGERS fails to serve, becomes incapacitated, or otherwise ceases to serve as Trustee of a trust created under this Trust Agreement, and the Grantor fails to nominate a successor Trustee within 30 days as provided in Article V, Section C, then MICHAEL V. E. SKIRPAN and MATTHEW GROELINGER shall become Co-Trustees of such trust, either of them having full authority to act on behalf of the trust without the consent of the other. If either is unable or unwilling to serve as Co-Trustee, whether through death, incapacity, or absence from the United States of America, the remaining Co-Trustee shall be the Successor Trustee.

B. **Removal of Trustee Under Article II.** The Grantor may at any time or from time to time remove any Trustee of the trust created under Article II, with or without cause, and may nominate a successor individual or corporate Trustee or a series of successor individual or corporate Trustees or Co-Trustees.

C. **Resignation of Trustee.** Any Trustee may resign by giving notice to the Grantor while the Grantor is living and to the adult beneficiaries of such trust after the death of the Grantor. While the Grantor is living, if the trusteeship of any trust should become vacant for any reason, and no successor Trustee has been nominated pursuant to the terms of any other Section of this Article, the power to nominate a successor shall be exercisable, in succession, by the Grantor for a period of 30 days, and by MICHAEL V. E. SKIRPAN and MATTHEW GROELINGER for an additional 30 days should the Grantor fail timely to nominate a successor. After the death of the Grantor, if the trusteeship of a trust should become vacant for any reason, and no successor Trustee has been nominated pursuant to the terms of any other Section of this Article, the power to nominate a successor shall be exercisable by the Beneficiary of such trust for a period of 90 days. If no successor Trustee has been nominated within 90 days of such vacancy or such notice of resignation, then a successor Trustee shall be appointed by a court of competent jurisdiction.

D. **Involuntary Removal.** An individual Trustee, other than the Grantor and the Wife, shall be treated as having failed to serve or as having ceased to serve as Trustee if such Trustee refuses to arrange for or submit to a mental status examination requested by any individual specifically named to serve as a successor to such Trustee, the purpose of which is to determine whether such Trustee should be permitted to continue to serve as Trustee hereunder, provided that such examinations shall not occur more frequently than once every two years, and provided further that the cost of such examinations shall be paid by the relevant trust if it concerns the trusteeship of one trust, or equally by several trusts if it concerns the trusteeship of more than one trust.

E. **Expenses and Compensation.** Every Trustee shall be reimbursed for the reasonable costs and expenses incurred in connection with such Trustee's duties. Every Trustee, except the Grantor, shall be entitled to fair and reasonable compensation for services rendered by

such Trustee in an amount determined in accordance with the Florida statutory rate prevailing at such time, or if no such statutory rate exists, in an amount not exceeding the customary and prevailing charges for services of a similar character at such time.

F. Waiver of Bond; Ancillary Trustees. No Trustee acting hereunder shall be required to give bond or other security in any jurisdiction. If any trust created by this Trust Agreement contains property located in another state or a foreign jurisdiction, and the Trustee cannot or chooses not to serve under the laws thereof, the power to nominate an ancillary Trustee for such property (as well as any successor ancillary Trustee) shall be exercisable by the Grantor, or by the Trustee if the Grantor is not living or is not competent to act. An ancillary Trustee nominated pursuant to this Section may be an individual or corporate Trustee.

G. Uneconomical Trusts. With regard to any trust created by this Trust Agreement, if in the opinion of a corporate Trustee (named and eligible to serve or already serving) it is or becomes uneconomical for such Trustee to serve or continue to serve because of the size of such trust, then if a Co-Trustee is serving it may resign or refuse to serve, or if no Co-Trustee is serving, such Trustee may resign or refuse to serve and nominate an alternate or successor Trustee. Furthermore, after the death of the Grantor, if such corporate Trustee is serving and such trust has a net asset value (on the books of such Trustee) less than the amount that would have had the same purchasing power as \$100,000 had on the January 1st following the date of this Trust Agreement (based on the U.S. Consumer Price Index for All Urban Consumers applicable to Tallahassee, Florida), such corporate Trustee may terminate such trust by complete distribution to the Beneficiary of such trust.

H. "Trustee" Defined. Unless another meaning is clearly indicated or required by context or circumstances, the term "Trustee" shall mean and include the initial Trustee and any successor Trustee or Co-Trustees. Except as otherwise provided in this Trust Agreement, if two or more Trustees are named or serving hereunder and any one or more, but not all, decline or cease to serve for any reason, then the remaining Trustee or Co-Trustees, as the case may be, shall continue to serve in such capacity. In all matters relating to each trust created under this Trust Agreement, the decision of a majority of the Trustees then serving shall control. Any writing signed by the persons whose decision shall control shall be valid and effective for all purposes as if signed by all such Trustees.

I. "Corporate Trustee" Defined. The term "corporate Trustee" shall mean a bank having trust powers or a trust company having (alone or when combined with its parent organization and affiliate) capital and surplus in excess of \$10,000,000 (U.S.), and the successor (by merger, consolidation, change of name or any other form of reorganization, or if such corporate Trustee ever transfers all of its existing business of serving as a fiduciary to any other bank or trust

company or corporation) bank or trust company to any such corporate Trustee named herein or serving hereunder. If a bank or trust company is specifically named herein or was a corporate Trustee (as defined above) when it accepted its fiduciary position hereunder, it shall not cease to be considered a corporate Trustee because its capital and surplus presently is or later declines below the amount stated above. In any instance where a corporate Trustee is required to be nominated as a successor Trustee or Co-Trustee in connection with the removal of any Trustee or Co-Trustee, the instrument of removal shall contain the acceptance of the corporate Trustee so nominated evidenced on it. If a corporate Trustee is serving as a Co-Trustee, it shall have exclusive custody of the properties, books and records of the trust as to which it is serving, but shall make such properties, books and records available for inspection and copying by every other Trustee of such trust.

ARTICLE VI - ADMINISTRATIVE PROVISIONS

A. **Revocation Prior to Death of Grantor.** The Grantor may by acknowledged instrument alter, amend, revoke or terminate this instrument or the trust created by Article II on thirty days' notice to the Trustee (unless waived). Any alteration, amendment, or revocation made pursuant to this Article shall be made by acknowledged instrument delivered to the Trustee.

B. **Irrevocability Following Death of Grantor.** After the death of the Grantor, the trusts created under this Trust Agreement shall become irrevocable, and no person shall thereafter have the power to alter, amend, revoke or terminate any of the provisions of such trusts.

C. **Right To Reside.** The Grantor's principal residence shall be entitled to the homestead tax exemption as provided in Section 689.071(8)(h) of the Florida Land Trust Act, and in that regard, notwithstanding any other provision of this Trust Agreement, the Grantor shall have the right to reside on any real property owned by the trust created under Article II during the Grantor's lifetime and until the death of the Grantor. It is the intent of this provision to preserve in the Grantor the requisite beneficial interest and possessory right in and to such real property to comply with Section 196.031 of the Florida Statutes, so that the Grantor's possessory right constitutes, in all respects, equitable title to real estate as that phrase is used in Section 6, Article 7 of the Constitution of the State of Florida. The Grantor will be entitled to claim any available homestead tax exemption for any real property in the trust created hereunder, and for purposes of that exemption, the Grantor's interest in such property will be deemed an interest in real property and not an interest in personalty. The provisions contained in this Section shall not restrict the Trustee in any way from selling, leasing, or encumbering such property without the Grantor's joinder in any deed or other instrument.

D. **Combination of Trusts.** After the death of the Grantor, the Trustee, in the Trustee's discretion, may combine any trust created under this Trust Agreement with any other trust

or trusts if the terms of such trusts are substantially similar, if such trusts have the same primary beneficiaries, and if such trusts have the same inclusion ratio as defined in Section 2642(a) of the Code. The Trustee shall not be obligated to combine such trusts. If trusts which are combined are to terminate at different times, the combined trust shall terminate in stages, with a pro rata portion of the combined trust being distributed to the appropriate beneficiaries when each such trust terminates. If trusts which are combined are to terminate at the same time but have different contingent beneficiaries, the remaining property of the combined trust shall be divided pro rata among the contingent beneficiaries of each trust. Any such pro rata distributions shall be made in proportion to the value of each trust at the time such trusts were combined.

E. Maximum Duration of Trusts. Notwithstanding anything to the contrary contained in this Trust Agreement, each trust created under this Trust Agreement or by the exercise of any power of appointment conferred by this Trust Agreement, unless earlier terminated according to its terms, shall terminate within the time period specified in the Florida Uniform Statutory Rule Against Perpetuities found in Section 689.225 of the Florida Statutes, as amended. If the Trustee at any time combines and administers as one trust any trust or trusts created hereunder and any trust or trusts under any other instrument, such combined trust shall not continue beyond the date on which either of such trusts would, without regard to such combination, have been required to expire under the rule against perpetuities or other applicable law governing the maximum duration of trusts. If any trust (including a combined trust) would, but for the terms of this Section, continue beyond such date, such trust shall nevertheless at that time terminate and the remaining property of such trust shall be distributed to the Beneficiary of such trust.

F. General Power of Appointment. If, without regard to this Section, any part of a trust would be subject to the imposition of a generation skipping transfer tax upon the death of the Beneficiary thereof, then such Beneficiary shall have the general testamentary power to appoint all or any part of such Beneficiary's trust to the creditors of such Beneficiary's estate; provided that such general power shall not apply to more than the largest amount, if any, of such Beneficiary's trust where the marginal estate tax (after taking into account all available credits) that would be attributable to the inclusion of such trust in the Beneficiary's gross estate would be less than the marginal generation skipping transfer tax (after taking into account all available credits) that would be attributable to such trust if taxed as a taxable termination. If any estate, inheritance or other death taxes are payable by reason of such Beneficiary's death as a result of the inclusion of all or any portion of the unappointed property of such Beneficiary's trust in such Beneficiary's gross estate because of this general power of appointment, the Trustee of such trust shall pay to the executors, personal representatives, or administrators of such Beneficiary's estate from the remaining unappointed property of such Beneficiary's trust the difference between the amount of such taxes that

are payable and the amount of such taxes that would be payable if such Beneficiary did not possess this general power of appointment over any portion of his or her trust, unless such Beneficiary shall direct otherwise in his or her Will.

G. Support Obligation. Notwithstanding anything to the contrary in this Trust Agreement, the Trustee, other than an Independent Trustee as defined in Section 674(c) of the Code, shall make no distributions of income or principal of any trust that would to any extent reduce or discharge a legal or contractual obligation of any person to support any other person.

H. Allocation of GST Exemption. The Trustee, in the Trustee's discretion, may assist the executor, personal representative, or administrator of the estate of the Grantor in allocating any remaining portion of the Grantor's GST exemption amount to any property as to which the Grantor is the transferor, including any property transferred by the Grantor during life as to which the Grantor did not make an allocation prior to the Grantor's death and/or among any generation skipping transfers (as defined in Section 2611 of the Code) resulting under this Trust Agreement and/or that may later occur with respect to any trust established under this Trust Agreement. The Trustee may, in the Trustee's discretion, set apart, to constitute two separate trusts, any property which would otherwise have been allocated to any trust created hereunder and which would have had an inclusion ratio, as defined in Section 2642(a) of the Code, of neither one nor zero so that one such trust has an inclusion ratio of one and the other such trust has an inclusion ratio of zero. The Trustee shall not make any adjustments in the interests of any beneficiaries as the result of any such elections or allocations and shall incur no liability for making such elections or allocations if done in good faith.

ARTICLE VII - TRUSTEE PROVISIONS

A. Powers. The Trustee shall have all of the powers conferred upon trustees by the Florida Trust Code, and by any future amendments to the Florida Trust Code or any corresponding statute, except for any instance in which the Florida Trust Code, as amended, or any such other statutory provisions may conflict with the express provisions of this Trust Agreement, in which case the express provisions of this Trust Agreement shall control. In addition to such powers, the Trustee is specifically authorized:

(1) To retain, in the discretion of the Trustee, any property transferred to the Trustee by the Grantor or any other person, including securities of any corporate Trustee, without regard to the duty to diversify investments under the Florida Trust Code and without liability for any depreciation or loss occasioned by such retention;

(2) To exchange, sell or lease (including leases for terms exceeding the duration of all trusts created by this instrument) for cash, property or credit, or to

partition, from time to time, publicly or privately, at such prices, on such terms, times and conditions and by instruments of such character and with such covenants as the Trustee may deem proper, all or any part of the assets of each trust, and no vendee or lessee of the Trustee shall be required to look to the application made by the Trustee of any funds paid to the Trustee;

(3) To borrow money from any source (including any Trustee) and to mortgage, pledge or in any other manner encumber all or any part of the assets of any trust as may be advisable in the judgment of the Trustee for the advantageous administration of the trusts;

(4) To invest and reinvest each of the trust estates in any kind of property whatsoever, real or personal (including oil, gas and other mineral leases, royalties, overriding royalties and other interests), whether or not productive of income and without regard to the proportion that such property or property of a similar character held may bear to the entire trust estate; provided, however, that the Grantor may direct the Trustee as to the investments to be made by the Trustee, and the Trustee shall not be liable to any person for any losses resulting from following the written direction of the Grantor in investing the trust assets;

(5) To employ attorneys, accountants, investment managers, specialists and such other agents as the Trustee shall deem necessary or desirable; to have the authority to nominate an investment manager or managers to manage all or any part of the assets of any trust, and to delegate to said manager investment discretion and such nomination shall include the power to acquire and dispose of such assets; and to charge the compensation of such attorneys, accountants, investment advisors, investment managers, specialists and other agents and any other expenses against such trust;

(6) To register and carry any securities or other property in the name of the Trustee or in the name of the nominee of any corporate Trustee (or to hold any such property unregistered) without increasing or decreasing the fiduciary liability of the Trustee; to exercise any option, right or privilege to purchase or to convert bonds, notes, stocks (including shares or fractional shares of stock of any corporate Trustee), securities or other property, and to borrow money for the purpose of exercising any such option, right or privilege; to vote any stock which may be held in the trusts; and if two or more Trustees are serving hereunder and no such Trustee is a corporate Trustee, to open any type of account in such a manner that all activities associated with such account may be handled by one of the Co-Trustees acting alone;

(7) To enter into any transaction on behalf of any trust (including loans to beneficiaries for adequate security and adequate interest) despite the fact that another party to any such transaction may be (i) a trust of which any Trustee under this instrument is also a trustee; (ii) an estate of which any Trustee under this instrument

is also an executor, personal representative, or administrator; (iii) a business or trust controlled by any Trustee under this instrument or of which any such Trustee, or any director, officer or employee of any such corporate Trustee, is also a director, officer or employee; or (iv) the Grantor, the Wife, any other beneficiary, or any Trustee under this instrument acting individually;

(8) To make, in the Trustee's discretion, any distribution required or permitted to be made to any beneficiary under any trust established by this trust instrument, in any of the following ways when such beneficiary is a minor or is incapacitated: (i) to such beneficiary directly; (ii) to the guardian of such beneficiary's person or estate; (iii) by utilizing the same, directly and without the interposition of any guardian, for the health, support, maintenance, or education of such beneficiary; (iv) to a person or financial institution serving as custodian for such beneficiary under a uniform gifts to minors act or a uniform transfers to minors act of any state; (v) by reimbursing the person who is actually taking care of such beneficiary (even though such person is not the legal guardian) for expenditures made by such person for the benefit of such beneficiary; and (vi) by managing such distribution as a separate fund on the beneficiary's behalf, subject to the beneficiary's continuing right to withdraw the distribution; and the written receipts of the persons receiving such distributions shall be full and complete acquittances to the Trustee;

(9) To purchase any of the property (including speculative investments) in the testamentary estate of either the Grantor or the Wife at its fair market value and to retain any property so acquired without liability for depreciation or loss occasioned by such purchase and retention;

(10) To lend money to the testamentary estate of either the Grantor or the Wife upon adequate security and for adequate interest;

(11) To invest the trust assets in any life insurance policy or policies (including term insurance) on the life of one or more of the beneficiaries of the trusts, or on the life of any person or persons in whom one or more of the beneficiaries of the trusts have an insurable interest;

(12) To store personal property given to a person who is a minor or who is incapacitated for later distribution to such person, or to sell such property and add the proceeds of sale to a trust of which such person is a beneficiary;

(13) To make divisions, partitions, or distributions in money or in kind, or partly in each, whenever required or permitted to divide, partition, or distribute all or any part of any trust; and, in making any such divisions, partitions, or distributions, the judgment of the Trustee in the selection and valuation of the assets to be so divided, partitioned, or distributed shall be binding and conclusive, and the Trustee shall not be liable for any differing tax consequences to the beneficiaries of the trusts

created hereunder; and, further, the Trustee shall be authorized to make distributions from the trusts created by this Trust Agreement on a non-pro rata basis;

(14) To release, in the discretion of the Trustee, any fiduciary power at any time, in whole or in part, temporarily or permanently, whenever the Trustee may deem it advisable, by an instrument in writing executed and acknowledged by the Trustee;

(15) To invest and reinvest all or part of the assets of any trust in any common trust fund of any corporate Trustee;

(16) To open margin accounts or similar accounts with brokerage firms, banks or others for purposes of investing the properties of each trust; to conduct, maintain and operate these accounts, directly or through designation of another as agent, for purchase, sale and exchange of stocks, bonds, commodities and other securities; and in connection therewith, to borrow money, obtain guarantees and engage in all other activities necessary or incidental to conducting, maintaining and operating such accounts;

(17) To continue any business (whether a proprietorship, corporation, partnership, limited partnership or other business entity) which may be transferred to any trust for such time as the Trustee may deem it to be in the best interest of the trusts; to employ in the conduct of any such business such capital out of any trust as the Trustee may deem proper; to borrow money for use in any such business alone or with other persons financially interested in such business, and to secure such loan or loans by a mortgage, pledge or any other manner of encumbrance of, not only the trusts' interest in such business, but also such portion of the trusts outside of such business as the Trustee may deem proper; to organize, either alone or jointly with others, new corporations, partnerships, limited partnerships or other business entities; and generally to exercise with respect to the continuance, management, sale or liquidation of any business which may be transferred to each of the trust estates, or of any new business or business interest, all the powers which may be necessary for its successful operation;

(18) To execute lease, pooling or unitization agreements (including agreements of such nature extending beyond the terms of the trusts) with respect to any mineral or royalty interest held or acquired by the trusts; to drill or contract for the drilling of wells for oil, gas or other minerals; to make dry hole or bottom hole contributions; to enter into any operating agreements with reference to any mineral leases or properties held or acquired by the trusts; and generally, with reference to oil, gas and other mineral properties and operations, to enter into such agreements and to do all such other things (whether or not presently recognized as common or proper practice by those engaged in the business of prospecting for, developing, producing, processing, transporting or marketing oil, gas or other minerals) as the Trustee may

deem to be advantageous;

(19) To transfer such sums of the property of the Grantor to an individual serving as agent or attorney-in-fact under a valid power of attorney signed by the Grantor (or to several individuals serving jointly as agents or attorneys-in-fact under a valid power of attorney signed by the Grantor) as such agent or agents may request in order to make gifts, which are specifically authorized by such power of attorney, on behalf of the Grantor;

(20) To select and employ, at the discretion of the Trustee but at the expense of the trusts, any person, firm or corporation, engaged in rendering investment advisory services or investment management services, to furnish professional assistance or management in connection with making investments, managing securities, or making any other decisions with respect to the purchase, retention, sale or other disposition of property or securities belonging to the trusts;

(21) To employ a bank or trust company located anywhere within the United States, at the discretion of the Trustee but at the expense of the trusts, as custodian or agent; to have stock and securities registered in the name of such agent or custodian or a nominee thereof without designation of fiduciary capacity; and to nominate such bank or trust company to perform such other ministerial functions as the Trustee may direct. While such stock or securities are in the custody of any such bank or trust company, the Trustee shall be under no obligation to inspect or verify such stock or securities nor shall the Trustee be responsible for any loss by such bank or trust company; and

(22) Whenever in this Trust Agreement an action is authorized in the discretion of the Trustee, the term "discretion" shall mean the absolute and uncontrolled discretion of the Trustee.

B. Accounting. Unless waived, the Trustee shall provide an accounting to each beneficiary entitled to receive an accounting at least annually, and on termination of a trust or on change of the Trustee, in the manner required by the Florida Trust Code. All properties, books of account and records of each trust shall be made available for inspection at all times during normal business hours by the Grantor or by any person designated by the Grantors.

C. Allocation of Principal and Income. The Trustee shall follow the Florida Uniform Principal and Income Act in allocating receipts and disbursements between principal and income, except that (a) money and property received in a distribution or series of related distributions shall not be treated as having been received in a partial liquidation even if the total amount of money and property received exceeds 20 percent of an entity's gross assets, as shown by such entity's year-end financial statements immediately preceding the initial receipt of money and property, (b) the

Trustee shall equitably allocate receipts from timber properties, and (c) the Trustee shall pay all Trustee compensation from income and not from principal.

D. Notice. Any notice required or permitted to be given by or to a Trustee acting under this Trust Agreement must be given by acknowledged instrument actually delivered to the person or Trustee to whom it is required or permitted to be given. Any notice required or permitted to be given to a minor or an incapacitated person shall be given to such minor's parents or guardian or to such incapacitated person's guardian. If such notice concerns a trusteeship, it shall state its effective date and shall be given at least 30 days prior to such effective date, unless such period of notice is waived. Any action permitted to be taken by a minor or an incapacitated person shall be taken by such minor's parent or guardian or by such incapacitated person's guardian.

E. Acts of Prior Trustees. Each Trustee shall be relieved of any duty to examine the acts of any prior Trustee and no court accounting shall be required. Each successor Trustee shall be responsible only for those properties which are actually delivered to such Trustee. Each successor Trustee, upon executing an acknowledged acceptance of the trusteeship and upon receipt of those properties actually delivered to such successor Trustee, shall be vested with all of the estates, titles, rights, powers, duties, immunities and discretions granted to the prior Trustee.

F. Reliance on Legal Opinion. In acting or declining to act, each Trustee may rely upon the written opinion of a competent attorney, any facts stated in any instrument in writing and believed true, or any other evidence deemed sufficient. Each Trustee shall be saved harmless from any liability for any action taken, or for the failure to take any action, if done in good faith and without gross negligence.

G. Administration As Single Trust. The Trustee shall keep a separate account for each of the separate trusts created under this Trust Agreement, but all of such trusts may be administered as a single fund. Joint investments or interests in investments may be assigned to such trusts, with each trust being credited with an undivided interest in all joint investments in the proportion which is assigned to it or in the proportion which its contribution to such investments bears to the whole.

H. Undistributed Income. At the end of the accounting year of a trust where the income is not required to be distributed, any undistributed income shall be added to principal; provided, however, any distributions from a trust made pursuant to Section 663(b) of the Code shall be deemed to have been made on the last day of such trust's preceding accounting year.

I. Notice Pursuant to Florida Statute 736.1008. An action for breach of trust based on matters disclosed in a trust accounting or other written report of the Trustee may be subject to a 6-month statute of limitations from the receipt of the trust accounting or other written report. If you have questions, please consult your attorney.

ARTICLE VIII - OTHER MISCELLANEOUS TRUSTS

Notwithstanding any provision in this Trust Agreement to the contrary, if any stock of an S corporation (as defined in Section 1361(a) of the Code) is to be distributed to the Trustee of any trust created under this Trust Agreement, the Trustee may, within the time period prescribed by Section 1361(c) of the Code, instead hold such S corporation stock in a separate trust (referred to herein as an "S corporation trust") for the benefit of the primary beneficiary of the trust from which such stock is set aside. Each S corporation trust shall require that: (1) such primary beneficiary shall be sole beneficiary of the S corporation trust created for his or her benefit under this section, and no income or principal shall be distributed to any person other than the primary beneficiary; (2) all of the income of each S corporation trust shall be distributed to the primary beneficiary at least annually and, upon the death of the primary beneficiary, any accrued but unpaid income shall be distributed to such primary beneficiary's estate; (3) principal distributions may be made to the primary beneficiary in the manner specified in the trust from which such stock is set aside; (4) each S corporation trust created under this section shall terminate in accordance with the termination provisions of the trust from which the S corporation stock was set aside and, upon such termination, all of the remaining principal of such S corporation trust shall be distributed in the same manner as the remaining property of the trust from which the S corporation stock was set aside; and (5) the election under Section 1361(d)(2) of the Code shall be made in the manner and within the time required by said Section. Any trust established by this section is intended to constitute a qualified subchapter S trust, as defined in Section 1361(d)(3) of the Code, and any provision of this Trust Agreement which may conflict with or fail to satisfy this intention shall be disregarded, reconciled or amplified to accomplish this objective.

ARTICLE IX - MISCELLANEOUS PROVISIONS

A. **Additions To Trust.** The Grantor, or any other person, may at any time, grant, transfer or convey, either by inter vivos transfer or by Will, to the Trustee such additional property as he or she desires to become a part of any trust hereby created and, subject to acceptance by the Trustee, such additional property shall be allocated to the trusts on the basis specified in the instrument by which such property is transferred, and shall thereafter be held, administered and distributed by the Trustee in accordance with the provisions of this Trust Agreement.

B. **Spendthrift Provisions.** Each trust created by this Trust Agreement shall be a spendthrift trust to the fullest extent allowed by law. Prior to the actual receipt of trust property by

any beneficiary, no property (income or principal) distributable under any trust created by this Trust Agreement shall, voluntarily or involuntarily, be subject to anticipation or assignment by any beneficiary, or to attachment by or to the interference or control of any creditor or assignee of any beneficiary, or be taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary, and any attempted transfer or encumbrance of any interest in such property by any beneficiary hereunder prior to distribution shall be void.

C. **Disclaimer.** Any person (referred to herein as the "Disclaimant") who would be the primary beneficiary of a trust provided for under this Trust Agreement, acting alone and without the joinder of any other person, shall have the right to disclaim all or any portion of any property that would (absent such disclaimer) be distributable or payable to a trust of which such person would be the primary beneficiary. Any property (or portion thereof) so disclaimed shall be payable in the same manner as would have been the case had the Disclaimant failed to survive the Grantor. In the case of any trust provided for under this Trust Agreement to which property (or a portion thereof) becomes payable by reason of a disclaimer, then, notwithstanding any provision in this Trust Agreement to the contrary, the Disclaimant shall have no power or authority (whether a fiduciary or non-fiduciary power or authority) with respect to such trust and shall have no beneficial interest in such trust that, if it were held or possessed by such Disclaimant after the disclaimer, would cause the disclaimer to fail to be a qualified disclaimer (as defined in Section 2518(b) of the Code). However, the Disclaimant may (except to the extent expressly disclaimed in the instrument of disclaimer) continue to have or possess such powers and authorities (whether fiduciary or non-fiduciary powers or authorities) as to such trust and such beneficial interests in such trust as otherwise conferred by this Trust Agreement that would not cause the disclaimer to fail to be a qualified disclaimer. Any disclaimer pursuant to this Section shall be made in the manner provided by law and may be made by the personal representative of a deceased primary beneficiary, by the guardian of the estate of a minor, or by the guardian of the estate of an incapacitated primary beneficiary even if such personal representative or guardian may personally benefit, directly or indirectly, by reason of the disclaimer. The person who would be the primary beneficiary of a trust is the person designated as the primary beneficiary thereof in this Trust Agreement or, if the trust has only one current beneficiary, such current beneficiary.

D. **GST Exemption Amount.** References to the Grantor's "GST exemption amount" shall be the maximum amount of the Grantor's GST exemption, as defined in Section 2631 of the Code, available to the Grantor and the Grantor's estate at the time of the Grantor's death, after taking into account all allocations of the Grantor's GST exemption made by the Grantor pursuant to Section 2632(a) of the Code during the Grantor's lifetime, as well as all deemed and automatic allocations occurring during the Grantor's lifetime and at the Grantor's death. In satisfying any

distributions of such Grantor's GST exemption amount, the Trustee may make distributions in cash or in kind, or partly in each and shall value each such property at the date of its distribution.

E. Descendants. References to "descendant" or "descendants" mean lineal blood descendants of the first, second or any other degree of the ancestor designated; provided, however, that such references shall include, with respect to any provision of this Trust Agreement, descendants who have been conceived at any specific point in time relevant to such provision and who thereafter survive birth; and provided, further, except as hereinafter provided in this Section, an adopted child and such adopted child's lineal descendants by blood or adoption shall be considered under this Trust Agreement as lineal blood descendants of the adopting parent or parents and of anyone who is by blood or adoption a lineal ancestor of the adopting parent or of either of the adopting parents. Notwithstanding any provision in this Trust Agreement to the contrary, any person who is adopted (by anyone other than the Grantor) after reaching age 16 and any person who is a lineal descendant (whether by blood or adoption) of such person who is adopted (by anyone other than the Grantor) after reaching age 16 shall not be included in the definition of "descendant" or "descendants" and shall not be considered as a lineal blood descendant of the adopting parent or parents.

F. Incapacitated. A beneficiary (other than the Grantor) shall be deemed "incapacitated" if the Trustee, in the Trustee's absolute and uncontrolled discretion, determines that such beneficiary lacks the ability, due to a physical or mental condition, to manage his or her own personal and financial affairs. The Grantor or a fiduciary shall be deemed "incapacitated" if and for as long as (i) a court of competent jurisdiction has made a finding to that effect, (ii) a guardian or conservator of the Grantor's or such fiduciary's estate or person has been appointed by a court of competent jurisdiction and is serving as such, or (iii) two physicians (licensed to practice medicine in the state where the Grantor or fiduciary is domiciled at the time of the certification, and one of whom shall be board certified in the specialty most closely associated with the cause of the Grantor's or fiduciary's incapacity) certify that due to a physical or mental condition the Grantor or fiduciary lacks the ability to manage his or her own personal and financial affairs. An incapacitated Grantor or fiduciary shall be deemed to have regained capacity if there is a finding to that effect by a court of competent jurisdiction or if two physicians (with the same qualifications described above) certify that the Grantor or fiduciary is capable of managing his or her personal and financial affairs.

G. Internal Revenue Code. References to various Sections of the "Code" are to such designated Sections of the Internal Revenue Code of 1986, as amended.

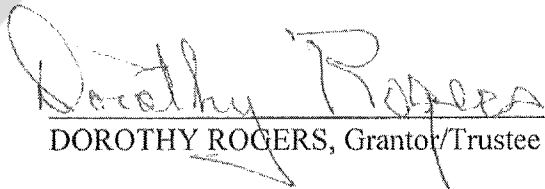
H. Governing Law. The construction, validity and administration of each trust created under this Trust Agreement shall be controlled by the laws of the State of Florida unless the Trustee designates the laws of another jurisdiction as the controlling law with respect to the administration of a particular trust, in which event the laws of such designated jurisdiction shall

apply to such trust as of the date specified in such designation. Any such designation shall be in writing and shall be delivered to each income beneficiary of the affected trust.

I. Per Stirpes. When a distribution is to be made to a person's descendants "per stirpes," property shall be divided into as many equal shares as there are (i) members of the nearest generation of descendants who are then living, and (ii) deceased members of that generation who leave descendants who are then living. This division into shares shall begin at the generation nearest to such person regardless of whether that generation has a living member. Each living member of the nearest generation of descendants with a member then living shall receive one share, and the share that would have passed to each deceased member of that generation who leaves descendants who are then living shall be divided in a similar manner (by reapplying the preceding rule) among his or her then living descendants. For example, if a person has deceased children and living children when a distribution is to be made, the assets will be divided into equal shares at the child level and distributed per stirpes below that level; however, if the person has no living children at that time, that equal division will still be made at the child level and distributed per stirpes below that level. This definition is intended to override any conflicting or contrary common law definition. In the case of a distribution which is to be made "per stirpes" in the event of the death of the Grantor, references in this Section to "then living" or to "living" shall mean persons who survive the Grantor.

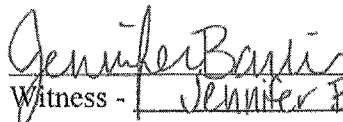
J. Notice of Trustee Duties. The Trustee hereunder may have duties and responsibilities in addition to those described in this trust agreement. By signing this trust agreement, the Trustee acknowledges that the Trustee will obtain legal advice if necessary to answer questions relating to matters involving this trust agreement.

IN WITNESS WHEREOF, the Grantor and the Trustee have hereunto set their hands as of the date first above written.



DOROTHY ROGERS, Grantor/Trustee

We, the undersigned witnesses, certify that the foregoing instrument was signed by the Grantor in our presence as of the date first above written, and declared by him to be his revocable trust, and such instrument was signed by the Trustee in our presence as of the date first above written, and we, the undersigned witnesses, sign our names hereunto as witnesses at the request and in the presence of the Grantor and the Trustee, and in the presence of each other, on January 4, 2011.



Witness - Jennifer Barbier

Thorpe
Witness - Geisha Thorpe

THE STATE OF FLORIDA §
 §
COUNTY OF ESCAMBIA §

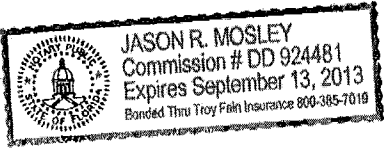
We, the undersigned, being the Grantor, the Trustee, and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, having been sworn, declared to the undersigned officer that the Grantor and the Trustee, in the presence of witnesses, signed the instrument as the Grantor's revocable trust, that such Grantor and Trustee signed or directed another to sign for them, that the Grantor and the Trustee signed such instrument willingly, and that each of the witnesses, in the presence of the Grantor and the Trustee and in the presence of each other, signed the revocable trust as a witness.

Dorothy Rogers
DOROTHY ROGERS, Grantor and Trustee

Jennifer Barbier
Witness

G Thorpe
Witness

SUBSCRIBED AND SWORN TO before me by DOROTHY ROGERS, Grantor and Trustee, personally known to me to be the person whose name is subscribed to the foregoing instrument as Grantor and as Trustee, by Jennifer Barbier, a witness who has produced a Florida driver's license that contained the photograph and signature of such witness as identification, and by Geisha Thorpe, a witness who has produced a Florida driver's license that contained the photograph and signature of such witness as identification, on January 4, 2011.



Jason R. Mosley
Notary Public, State of Florida

Notary's printed name: Jason R. Mosley

October 22, 2014 10:48 am

Hey man- please give me a call when you can...

Calling now. Your grandmother called me back.

October 27, 2014 9:37 am

Hey man, I spoke to my uncle over the weekend and wanted to reconnect briefly... We would like to move forward with making this an irrevocable trust. Both my uncle and I also wanted you to know that you are truly the "glue" that has held our confidence together with dealing with my grandmother. We both have the utmost confidence in you and just wanted to tell you that and thanks for all of your work. I think it would be best to have you go to lunch with my grandmother at some point to get this thing done. I'll reconnect sometime today or tomorrow to get a plan in place.

Hey thanks for the confidence in me. I do have your grandmother's trust and should have documents ready to go in just a few days.

Awesome. I will reconnect with you whenever you are ready... and just wanted you to know that you are both respected and appreciated by myself and Uncle Mike. After talking with him this weekend, we both arrived at the conclusion that we should let you know we are thankful for your help.

Thanks again.

November 4, 2014 6:20 pm

Call me when you can- want to see where things are at... If you have spoken to grandma, had time to get things in place, etc
813-334-9805

Talked to her Friday and she's not ready to do anything.
Hmmt. Lol, same ol weird ass gma of mine. Thanks for letting me know

November 5, 2014 7:55 am

Want to talk about a forced guardianship. Spoke to my uncle and things are ridiculous. Call me when you can, I'll be available all day

Will do.

November 11, 2014 9:16 am

What's your cell? Would like to chat today

Give me a call on the office line - 850-995-1797

November 18, 2014 12:00 pm

Any word on your progress with the trust documents? Obviously, I am in no huge time crunch...

Yeah, man. I'm ready to go. Docs are drafted.

Ok... lets me speak with my uncle and gather our next steps. Should get a chance to speak with him soon, depends on his case load schedule.

Thanks and talk soon, solid news.

No problem, man. I'm here to get it done.

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PAGE

2 OF

EXHIBIT

B

No. 7113
www.legislatore.com

47

A

April 13th, 10:17am

Jason, I realize you might be busy and wanted to shoot you a text to highlight my 3 questions: 1. The appropriate action steps to get my gmas personal bank account into the trust. 2. When will you be ready to submit the paper work to the state regarding my grandmother (I'd prefer to talk today sometime if you can to get an outline on time.) 3. What is your conversation, before submitting the paperwork to the state, going to sound like when you talk to my grandmother. Give me a call when you can as I am ready to act ASAP. But, I would like to try to have timing coordinated between the two of us.

Hey, Matt. Sorry, tax season is kicking my butt. 1) the account should be retitled to "MATTHEW GROELINGER, as Trustee of the DOROTHY ROGERS LIVING TRUST dated September 10, 2003"

2) I'm ready to go this week.

3) While I can't really tell you the exact content of the conversation (she is still my client), my intent is to let her know that I've talked to her doctor and that I believe I have a duty to file this in order to protect her interests. Awesome. Please let me know the day so that I can change the bank accounts prior to...

Will do.

And no worries, I figured you were busy. Please give me at least a 24 hr heads up regarding Dorothy.

Certainly

April 17th, 9:00am

Jason, it appears that movement with my grandmother is going to move into next week? Just trying to get a pulse on this as I have made some major moves to get things set up (cancelled my lease and put my things in storage, etc.) One question I ran into was regarding her personal bank account... Regions told me that they can move the account the way you described above... but wanted to know if the account should be attached to my gmas ss# or the EIN of the trust? Please let me know if you have time for a phone conversation today.

Headed to a dr appt. I'll touch base after.
Sounds good, thanks.

April 20th, 2:51pm

So, my doctor ended up sending me to the hospital Friday morning. As for the Regions account, it will be under your grandmother's ssn still. I'm ready to go. Just let me know when you are able to transfer the account and I will have it filed the following day.

Awesome. I will reconnect tomorrow regarding the banks and should have it done. Hope all is alright with the doctor, thanks for the update.

Yeah, my hands turned blue friday morning. Thought I had a blood clot in my lungs. I didn't but they have no idea what caused it.

Damn, that's some scary shit. Did they get you a green light and fix things?

I guess to the extent my hands aren't blue and everything looks ok, yes.

Lol, well there's a start... Scary symptoms for sure
Glad to hear it's better

3

Thanks again for all of your help, my uncle and I are extremely pleased with your efforts and he wanted me to tell you that when we spoke today.

I'll get back with you this afternoon. Just had a client arrive.
Cool, thanks man!

February 17th, 12:29pm

Jason, headed to the bank this afternoon... will be putting a check in the mail for you made out to: Mosley Law PA, please confirm with your address. Thanks!

4656 Woodbine Rd. Pace, FL 32571
got it

February 20th, 11:09am

hey man, I sent that check to you priority mail... should be to you no later than today. I have the tracking info, let me know if you got it. I made the check for 2400... I know that you have helped me with this and thought that the extra 400 will cover some of your extra time.
Also, I am going to pay my grandmothers outstanding debt if she does not... but dont want her to know whats going on.

Thanks. The way I'll have to do this is filing the petition myself without your signature. Since I technically represent her, I can't file an action against her, but I can file an action if I have a good faith belief that she is incompetent. My argument to the Court will be that she is incompetent and let the competency committee make that determination and then assert to the Court that a Guardianship is not necessary since she has preplanning in place appointing you for everything.

Okay, I would like to talk about the timing with all this to be best prepared and would like to have further conversation my plan: My uncle is not available until the end of March/beginning of April. We think it would be best to both be there to deal with her.

Sounds good. I can prepare the petition and try to talk to her doctor before then.
Awesome. Her Dr is completely on board... 100%. He is going to be out of town on March 26- April 6th and wanted me to tell you that.
Back to work on April 7th.

Well, I'd like to talk to him before that. Can you send me his info?
Steven Bast, he has been her primary care physician for the last 28 years if I remember correctly.
http://www.healthgrades.com/provider/stephen-bast-yhv89/appointment#AppointmentContactInformation_anchor
850-477-3262

He expressed to me that he would be ready to meet and flexible. Told me that you two could do so in his office, he thinks it is necessary and told me to have you call and set it up. Good bedside manner, I like the guys straight forwardness, and he has pretty good documented notes.

Great. I'll try to set something up with him in the next few weeks.
Cool, let me know when you get the check... if there is any issues I'll hunt it down. Cashiers check

Will do. Our mail hasn't run here yet today.

February 20th, 8:20pm

Sorry, it's late but I was wondering if you got the check? I sent it priority mail through the post office and can track it if you did not. Let me know, and no rush... Sorry for bothering but wanted to send a message while I'm thinking about it.

THE DOROTHY ROGERS LIVING TRUST

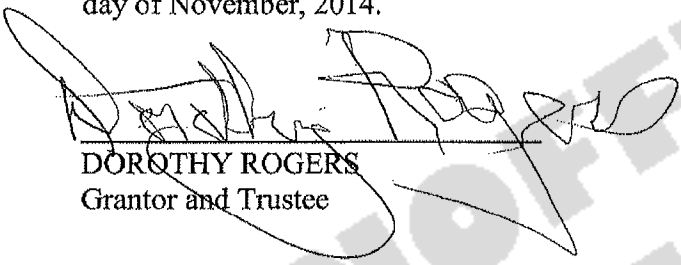
An Agreement Dated September 10, 2003

First Amendment to Amended and Restated Trust

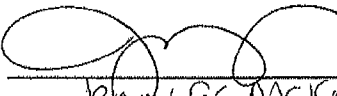
DOROTHY ROGERS, as Grantor and Trustee of THE DOROTHY ROGERS TRUST dated September 10, 2003, amended and restated on January 4, 2011, having retained the power therein to modify or revoke the trust, hereby amends the trust to read as follows:

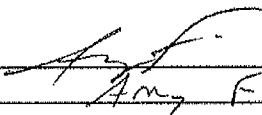
Article VI, Section A. Revocation Prior to Death of Grantor is hereby deleted in its entirety. Such deletion shall serve to make the Trust irrevocable.

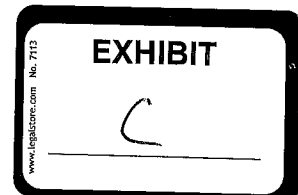
IN WITNESS WHEREOF I have duly executed this Trust Amendment on this the 26th day of November, 2014.


DOROTHY ROGERS
Grantor and Trustee

We certify that the above instrument was signed willingly, published, and declared by DOROTHY ROGERS as her TRUST AMENDMENT in our joint presence, and at her request we have signed our names as attesting witnesses in her presence and in the presence of each other on November 26, 2014.

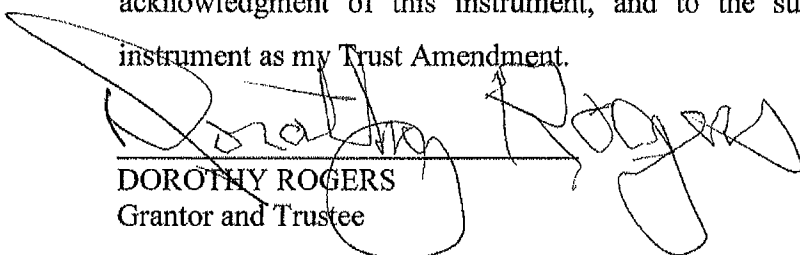

Jennifer McKenney
Witness


Amy Fisher
Witness




STATE OF FLORIDA
COUNTY OF SANTA ROSA

I, DOROTHY ROGERS, as grantor and trustee, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my Trust Amendment.

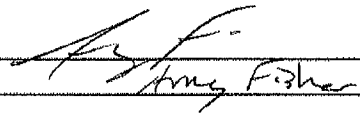


DOROTHY ROGERS
Grantor and Trustee

We, Jennifer McKinney and Amy Fisher,
have been sworn by the officer signing below, and declare to that officer on our oaths that the Grantor declared the instrument to be her Trust Amendment and signed it in our presence and that we each signed the instrument as a witness in the presence of the Grantor and of each other.

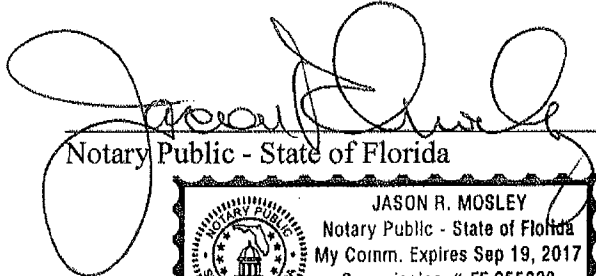


Jennifer McKinney
Witness



Amy Fisher
Witness

Acknowledged and subscribed before me by DOROTHY ROGERS, as grantor and trustee, who is personally known to me, and sworn to and subscribed before me by the witnesses, Jennifer McKinney who is personally known to me or who has produced _____ as identification and Amy Fisher who is personally known to me or who has produced _____ as identification, and subscribed by me in the presence of the grantor and the subscribing witnesses, all on November 26, 2014.



Notary Public - State of Florida

JASON R. MOSLEY
Notary Public - State of Florida
My Comm. Expires Sep 19, 2017
Commission # FF 055802
Bonded Through National Notary Assn.

THE DOROTHY ROGERS LIVING TRUST

An Agreement Dated September 10, 2003

Resignation of Trustee and Appointment of Successor

DOROTHY ROGERS, as Grantor and Trustee of THE DOROTHY ROGERS TRUST dated September 10, 2003, amended and restated on January 4, 2011, having retained the power therein to appoint a Successor Trustee upon resignation hereby resigns as Trustee and designates the following as Successor Trustee:

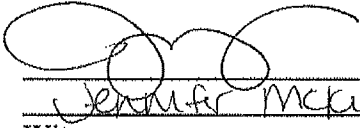
MATTHEW GROELINGER, to serve as Successor Trustee and to have all powers as Trustee, including the power to appoint a Successor Trustee should he so decline to serve.

IN WITNESS WHEREOF I have duly executed this Trust Amendment on this the 26th day of November, 2014.

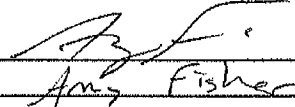


DOROTHY ROGERS
Grantor and Trustee

We certify that the above instrument was signed willingly, published, and declared by DOROTHY ROGERS in our joint presence, and at her request we have signed our names as attesting witnesses in her presence and in the presence of each other on November 26, 2014.



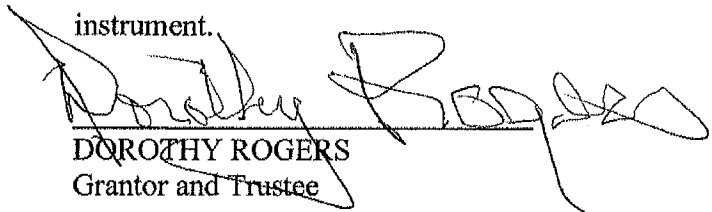
Jennifer McKinney
Witness



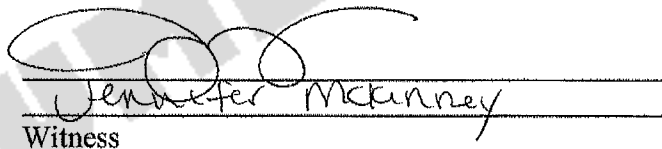
Amy Fisher
Witness

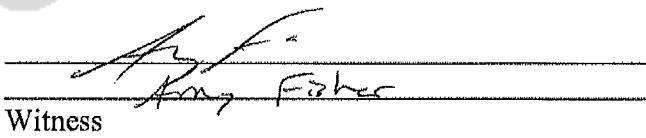
STATE OF FLORIDA
COUNTY OF SANTA ROSA

I, DOROTHY ROGERS, as grantor and trustee, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument.

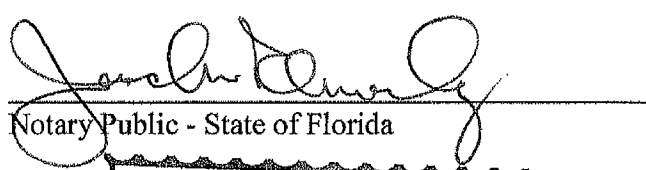

DOROTHY ROGERS
Grantor and Trustee

We, Jennifer McKinney and Amy Fisher,
have been sworn by the officer signing below, and declare to that officer on our oaths that the Grantor declared the instrument and signed it in our presence and that we each signed the instrument as a witness in the presence of the Grantor and of each other.


Jennifer McKinney
Witness


Amy Fisher
Witness

Acknowledged and subscribed before me by DOROTHY ROGERS, as grantor and trustee, who is personally known to me, and sworn to and subscribed before me by the witnesses, Jennifer McKinney who is personally known to me or who has produced _____ as identification and Amy Fisher who is personally known to me or who has produced _____ as identification, and subscribed by me in the presence of the grantor and the subscribing witnesses, all on November 26, 2014.


Notary Public - State of Florida



THE DOROTHY ROGERS LIVING TRUST

An Agreement Dated September 10, 2003

Acceptance of Successor Trustee


MATTHEW GROELINGER, having been nominated as Successor Trustee for THE DOROTHY ROGERS TRUST dated September 10, 2003, amended and restated on January 4, 2011, hereby accepts said position and covenants to fulfill said duties and obligations thereof.

IN WITNESS WHEREOF I have duly executed this acceptance on this the 26th day of November, 2014.

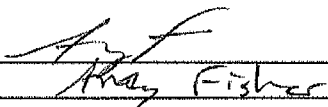


MATTHEW GROELINGER
Trustee

We certify that the above instrument was signed willingly, published, and declared by MATTHEW GROELINGER in our joint presence, and at his request we have signed our names as attesting witnesses in his presence and in the presence of each other on November 26, 2014.



JENNIFER McQuinn
Witness



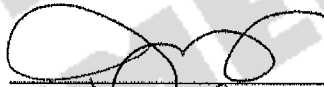
Mary Fisher
Witness

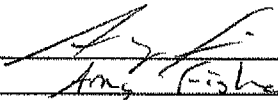
STATE OF FLORIDA
COUNTY OF SANTA ROSA

I, MATTHEW GROELINGER, as trustee, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument.

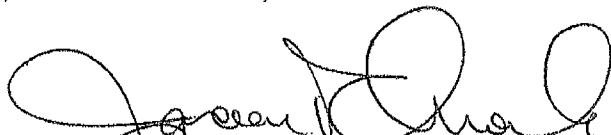

MATTHEW GROELINGER, Trustee

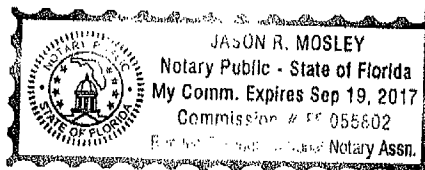
We, Jennifer McKinney and Amy Fisher,
have been sworn by the officer signing below, and declare to that officer on our oaths that the Trustee declared the instrument and signed it in our presence and that we each signed the instrument as a witness in the presence of the Trustee and of each other.


Jennifer McKinney
Witness


Amy Fisher
Witness

Acknowledged and subscribed before me by MATTHEW GROELINGER, as trustee, who is personally known to me, and sworn to and subscribed before me by the witnesses, Jennifer McKinney who is personally known to me or who has produced _____ as identification and Amy Fisher who is personally known to me or who has produced _____ as identification, and subscribed by me in the presence of the grantor and the subscribing witnesses, all on November 26, 2014.


Notary Public - State of Florida



Durable Power of Attorney of Dorothy Rogers

I, Dorothy Rogers, a resident of the State of Florida, am creating a Durable Power of Attorney intended to comply with the Florida Power of Attorney Act (part II of Chapter 709, Florida Statutes) as amended from time to time. I hereby revoke all powers of attorney previously granted by me as Principal and terminate all agency relationships created by me except:

powers granted by me under any Designation of Health Care Surrogate, Living Will, Living Will Designation, Health Care Power of Attorney, or Authorization for Release of Protected Health Information;

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

powers granting access to a safe-deposit box.

Article One Appointment of Attorney-in-Fact

Section 1.01 Initial Attorney-in-Fact

I appoint Matthew Groelinger to serve as my Attorney-in-Fact.

Section 1.02 Successor Attorney-in-Fact

If Matthew Groelinger fails to serve, I appoint Michael V. E. Skirpan to serve as successor Attorney-in-Fact.

Section 1.03 Authority to Delegate

Any serving Attorney-in-Fact may delegate, in writing, any of the Attorney-in-Fact's authority to any other Attorney-in-Fact who I have designated in this Durable Power of Attorney to serve with the delegating Attorney-in-Fact or as a successor Attorney-in-Fact. The serving Attorney-in-Fact making a delegation under this provision may revoke the delegation at any time.

Section 1.04 Spouse as Attorney-in-Fact

My spouse may not serve as my Attorney-in-Fact if we are legally separated. If a named Attorney-in-Fact was my spouse at the time of execution of this Durable Power of Attorney or became my spouse after the time of the execution and an action is filed for the dissolution or annulment of my marriage to the Attorney-in-Fact or for our legal



separation, then that named Attorney-in-Fact may not serve. But if I named a former spouse at the time of execution, my former spouse may serve as my Attorney-in-Fact.

Section 1.05 Self-Dealing by Spouse or Descendant

My spouse or descendant who is serving as my Attorney-in-Fact may engage in acts of self-dealing, even if state law restricts acts of self-dealing. Unless expressly prohibited by another provision of this Durable Power of Attorney, the Attorney-in-Fact may enter into and profit from transactions on my behalf in which my Attorney-in-Fact is personally interested, so long as the terms of the transaction are fair to me. For example, the Attorney-in-Fact may purchase property from me at its fair market value without court approval.

Section 1.06 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 has resigned, died, become incapacitated, is no longer qualified to serve, or declined or otherwise failed to serve as Attorney-in-Fact by signing an affidavit to that effect. The affidavit may 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. If the Attorney-in-Fact designated in the written declaration objects, in writing, to termination of their authority within 10 days of receiving the declaration of incapacity, a written opinion of incapacity signed by a physician who has examined the incapacitated Attorney-in-Fact must be obtained before the authority of the Attorney-in-Fact will be terminated. The Attorney-in-Fact objecting to the termination of authority must sign the necessary medical releases needed to obtain the physician's written opinion of incapacity or the authority of said Attorney-in-Fact will be terminated without the physician's written opinion.

Article Two

Effectiveness of Appointment - Durability Provision

Section 2.01 Effectiveness

The authority granted to my Attorney-in-Fact under this Durable Power of Attorney will be effective immediately upon signing.

Section 2.02 Durability

This Durable Power of Attorney is not terminated by lapse of time or my subsequent incapacity, except as provided in Section 709.2109, Florida Statutes.

Section 2.03 Termination of Durable Power of Attorney

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

- adjudication that I am totally or partially incapacitated by a court, unless the court determines that certain authority granted by this Durable Power of Attorney is to be exercisable by my Attorney-in-Fact;
- my death (except for post-death matters allowed under state law); or
- my revocation of this Durable Power of Attorney.

Section 2.04 Suspension of Attorney-in-Fact's Authority

If any person initiates judicial proceedings to determine my incapacity or for the appointment of a guardian advocate, the authority granted under this Durable Power of Attorney is suspended until the petition is dismissed or withdrawn or the court enters an order authorizing my Attorney-in-Fact to exercise one or more powers granted under this Durable Power of Attorney.

Article Three General Powers

I grant my Attorney-in-Fact the powers described in this Article so that my Agent may act on my behalf. In addition, my Attorney-in-Fact may do everything necessary to exercise the powers listed below.

Section 3.01 Real and Personal Property Sales and Purchases

Unless specifically limited by the other provisions of this Durable Power of Attorney, my Attorney-in-Fact may:

- sell any interest I own in any kind of property, real or personal, including homestead property under Florida law or the laws of any other state, and determine the terms of sale and grant options with regard to sales;
- dispose of sales proceeds on my behalf as my Attorney-in-Fact determines is appropriate;
- buy any kind of property, real or personal, including homestead property under Florida law or the laws of any other state, and determine the terms for buying property and may obtain options to buy property;
- arrange to insure purchased property, and otherwise arrange for its safekeeping;
- borrow money for the purposes described in this Section and to secure the loan in any manner my Attorney-in-Fact determines is appropriate, and repay the loan from my funds;
- pay for any purchases made; and
- repay any cash advanced from my credit cards.

Section 3.02 Real Property Management

My Attorney-in-Fact may manage any real property I now own or may acquire, including my personal residence and homestead property under Florida law or any other state's laws. Unless specifically limited by a provision of this Durable Power of Attorney, my Attorney-in-Fact may:

declare, create, or execute a homestead on my personal residence under Florida law or any other state's laws; and terminate, abandon, release, or give a waiver on any interest I have in a homestead;

lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this Durable Power of Attorney;

eject and remove tenants or other persons from property, and recover the property by all lawful means;

collect and sue for rents;

pay, compromise, or contest tax assessments and apply for tax assessment refunds;

subdivide, partition, develop, dedicate property to public use without consideration, or grant or release easements over my real property;

maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon, and alter all or any part of my real property;

employ laborers;

obtain or vacate plats and adjust boundaries;

adjust differences in the property's value on exchange or partition by giving or receiving consideration;

release or partially release real property from a lien;

enter into any contracts, covenants, and warranty agreements regarding my real property that my Attorney-in-Fact considers appropriate; and

encumber property, including homestead property under Florida law or the laws of any other state, by mortgage or deed of trust.

Section 3.03 Homestead Property Limitation

In accordance with Section 709.2201(2)(b), Florida Statutes, unless there is waiver, consent or other valid and binding pre- or post-nuptial agreement in place, my Attorney-in-Fact may not mortgage or convey homestead property without joinder of my spouse or my spouse's guardian. Joinder by my spouse may be accomplished by the exercise of authority in a power of attorney executed by my spouse, and either my spouse or I may appoint the other as his or her Attorney-in-Fact.

Section 3.04 Tangible Personal Property Management

My Attorney-in-Fact may manage any tangible personal property I now own or may acquire. Unless specifically limited by the other provisions of this Durable Power of Attorney, my Attorney-in-Fact may:

lease and sublease property for any period and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this Durable Power of Attorney;

recover my property by all lawful means;

collect and sue for rents;

pay, compromise, or contest tax assessments and apply for tax assessment refunds;

maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and

grant security interests in my property.

My Attorney-in-Fact may accept tangible personal property as a gift or as security for a loan.

Section 3.05 Residence and Tangible Personal Property

Without limiting any other authority granted in this Durable Power of Attorney and notwithstanding my "intent to return home" as stated in Section 4.12, if my Attorney-in-Fact determines that I will never be able to return to my residence from 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,

If items of tangible personal property remain in my residence, my Attorney-in-Fact may:

store and safeguard any items, and pay all storage costs;

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; or

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 3.06 Bank Accounts and Banking Transactions

My Attorney-in-Fact has authority to conduct banking transactions as provided in Section 709.2208(1), Florida Statutes. Without limiting this authority, my Attorney-in-Fact may:

establish, continue, modify, or terminate an account or other banking arrangement with a financial institution;

contract for services available from a financial institution, including renting a safe-deposit box or space in a vault;

withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution;

receive statements of account, vouchers, notices, and similar documents from a financial institution and act upon them;

purchase cashier's checks, official checks, counter checks, bank drafts, money orders, and similar instruments;

endorse and negotiate checks, cashier's checks, official checks, drafts, and other negotiable paper of the principal or payable to the principal or the principal's order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the principal and pay it when due;

apply for, receive, and use debit cards, electronic transaction authorizations, and traveler's checks from a financial institution;

use, charge, or draw upon any line of credit, credit card, or other credit established by the principal with a financial institution;

consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution;

establish, cancel, or continue to access online accounts (through the Internet or other similar method) be they online only or traditional accounts with online accessibility and conduct online banking transactions of any kind as authorized in this Section;

make deposits to and grant security interests in an account existing in my name or established by my Attorney-in-Fact on my behalf; and

execute any agency or power of attorney forms furnished by a bank with respect to accounts with the bank that appoints the bank as my Attorney-in-Fact.

In exercising the authority provided in this Section, whether my Attorney-in-Fact or I established the account is immaterial; however, these powers do not apply to accounts established by me in a fiduciary capacity.

If more than one Attorney-in-Fact is serving concurrently under this Durable Power of Attorney, any one of them may exercise the powers provided for in this Section.

Section 3.07 Investments and Investment Transactions

My Attorney-in-Fact has authority to conduct investment transactions as provided in Section 709.2208(2), Florida Statutes. Without limiting this authority, my Attorney-in-Fact may:

buy, sell, and exchange investment instruments;

establish, continue, modify, or terminate an account with respect to investment instruments;

pledge investment instruments as security to borrow, pay, renew, or extend the time of payment of a debt of the principal;

receive certificates and other evidences of ownership with respect to investment instruments;

exercise voting rights with respect to investment instruments in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote;

sell commodity futures contracts and call and put options on stocks and stock indexes;

execute stock powers or similar documents on my behalf and delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other investment instruments into or out of my name or nominee's name in accordance with Section 709.2201(2)(a), Florida Statutes;

access, establish, cancel, or continue online accounts (through the Internet or other similar method) and conduct online investment transactions of any kind as authorized in this Section;

invest and reinvest all or any part of my property in any other property of whatever type, real or personal, tangible or intangible, and whether located inside or outside the geographic borders of the United States and its possession or territories;

hold investment instruments in bearer or uncertified form and use a central depository, clearing agency, or book-entry system such as The Depository Trust Company, Euroclear, or the Federal Reserve Bank of New York;

place all or any part of my investment instruments in the custody of a bank or trust company or in the name of its nominee;

participate in common, collective, or pooled trust funds or annuity contracts;

participate in any reorganization, recapitalization, merger, or similar transaction;

exercise any subscription rights, option rights (whether or not qualified under the Internal Revenue Code), or other rights to which I am entitled now or in the future, or to sell and dispose of these rights, and, if required, to sign my name to rights, warrants, or other similar instruments;

use an account with respect to investment instruments to make short sales and to buy on margin, and pledge any investment instruments held or purchased in an account as security for loans and advances made to the account;

establish and terminate agency accounts with corporate fiduciaries; and

employ and terminate financial and investment advisors.

For purposes of this Section, the term *investment instruments* means stocks, bonds, mutual funds, and all other types of securities and financial instruments, whether held directly, indirectly, or in any other manner, including:

shares or interests in a private investment fund, including, but not limited to, a private investment fund organized as a limited partnership, a limited liability

company, a statutory or common law business trust, a statutory trust, or a real estate investment trust, joint venture, or any other general or limited partnership; derivatives or other interests of any nature in securities such as options, options on futures, and variable forward contracts; mutual funds; common trust funds; money market funds; hedge funds; private equity or venture capital funds; insurance contracts; and other entities or vehicles investing in securities or interests in securities whether registered or otherwise, except commodity futures contracts and call and put options on stocks and stock indexes.

Section 3.08 Business Operations

My Attorney-in-Fact may continue operating and managing any business in which I now or later own an interest for the period and in any manner my Attorney-in-Fact considers appropriate. Unless specifically limited by the other provisions of this Durable Power of Attorney, my Attorney-in-Fact may:

- act as a director, general or limited partner, or associate or officer of the business;
- select and vote for directors, partners, associates, and officers of the business and enter into owners' agreements with other owners of any business in which I have an interest;
- execute agreements and amendments to agreements necessary to the operation of the business including stockholder agreements, partnership agreements, buy-sell agreements, and operating agreements for limited liability companies;
- hire and terminate employees;
- pay employees' salaries and provide for employee benefits;
- employ legal, accounting, financial, and other consultants;
- continue, modify, terminate, renegotiate, and extend any contracts with any person, firm, association, or corporation;
- execute business tax returns and other government forms required for my business;
- pay all business related expenses;
- transact business for me in my name and on my behalf;
- contribute additional capital to the business;

change the name or the form of the business;
incorporate the business;
enter into a partnership agreement with other persons;
join in a plan to reorganize or consolidate my business, or merge my business with any other business;
establish the value of the business under *buy-out* or *buy-sell* agreements to which I am a party;
create, continue, or terminate retirement plans for my business' employees and make contributions required by those plans;
advance money or other property to the business and make loans of cash or securities to the business as my Attorney-in-Fact considers appropriate; and
borrow for the business and secure any loans with business assets or my personal assets.

My Attorney-in-Fact may sell, liquidate, or close a business upon terms my Attorney-in-Fact considers appropriate, including a sale in exchange for cash, a private annuity and an installment note, or any combination of those arrangements.

Section 3.09 Partnership Interests

My Attorney-in-Fact may manage any general, limited, or special partnership interest I own now or in the future. Unless specifically limited by a provision of this Durable Power of Attorney, my Attorney-in-Fact may:

exercise any right, power, privilege, or option I may have or may claim under any contract with the partnership;
modify or terminate my interest on terms and conditions my Attorney-in-Fact considers appropriate;
enforce the terms of the partnership agreement for my protection by instituting or maintaining any action, proceeding, or otherwise as my Attorney-in-Fact considers appropriate; and
defend, arbitrate, settle, or compromise any action or other legal proceeding to which I am a party because of my membership in the partnership.

Section 3.10 Obligations

My Attorney-in-Fact may collect all rights and benefits to which I am entitled now or in the future, including rights to cash payments, property, debts, accounts, legacies, bequests, devises, dividends, and annuities. In collecting my obligations, unless specifically limited by the other provisions of this Durable Power of Attorney, my Attorney-in-Fact may demand, sue for, arbitrate, settle, compromise, receive, deposit, expend for my benefit, reinvest, or otherwise dispose of these matters as my Attorney-in-Fact determines appropriate.

Section 3.11 Legal Actions

My Attorney-in-Fact may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial, or administrative hearings, actions, suits or proceedings involving me in any way. This authority includes claims by or against me arising out of property damage or personal injury suffered by or caused by me or under circumstances such that the resulting loss may be imposed on me. My Attorney-in-Fact may otherwise engage in litigation involving me, my property, or my legal interests, including any property, interest or person for which or for whom I have or may have any responsibility.

Section 3.12 Fiduciary Positions

My Attorney-in-Fact may resign or renounce for me any fiduciary position I hold now or in the future including personal representative, trustee, guardian, attorney in fact, officer or director of a corporation, and any governmental or political office or position. In so doing, my Attorney-in-Fact may file an accounting with the appropriate court of competent jurisdiction or settle based on of a receipt, release or other appropriate method.

Section 3.13 My Spouse

My Attorney-in-Fact (including my spouse acting as my Attorney-in-Fact) may deal with my spouse on my behalf. In dealing with my spouse, my Attorney-in-Fact may partition, transfer, and exchange any of my marital property estate, whether separate or community property, between my spouse and me. My Attorney-in-Fact may enter into and execute on my behalf marital property agreements, partition and exchange agreements, or community property agreements or may enforce, amend, or revoke any marital property agreement between my spouse and me, but only with respect to rights in and obligations with respect to property owned by my spouse, by me, or by both of us, and with respect to reclassification of management and control over our property.

Section 3.14 My Support

My Attorney-in-Fact may do anything reasonably necessary to maintain my customary standard of living, including:

- maintain my residence by paying all operating costs, including interest on mortgages or deeds of trust, amortization payments, repairs and taxes, or by purchasing, leasing, or making other arrangement for a different residence;

- provide normal domestic help;

- provide clothing, transportation, medicine, food, and incidentals; and

- make all necessary arrangements, contractual or otherwise, for my care at any hospital, hospice, nursing home, convalescent home, or similar establishment, or in my own residence, should I desire it, and assure that all of my essential needs are met wherever I may be.

Section 3.15 Support of Dependents

My Attorney-in-Fact may make payments as my Attorney-in-Fact deems necessary for the health, education, maintenance, or support of my spouse and those my Attorney-in-Fact determines to be dependent on me for support.

Section 3.16 Recreation and Travel

My Attorney-in-Fact may allow me, at my expense, to engage in recreational and sports activities as my health permits, including travel.

Section 3.17 Advance Funeral Arrangements

My Attorney-in-Fact may make advance arrangements for my funeral and burial, including a burial plot, marker, and any other related arrangements that my Attorney-in-Fact considers appropriate.

Section 3.18 Memberships

My Attorney-in-Fact may establish, cancel, continue, or initiate my membership in organizations and associations of all kinds.

Section 3.19 Online Accounts and Social Media

My Attorney-in-Fact may access, establish, cancel, or continue online accounts (through the Internet or other similar method) of all kinds on my behalf, wherever held and whether in my name alone or held jointly. I specifically authorize my Attorney-in-Fact to request and change my access credentials to any online account, such as username, password, and secret question.

This authority specifically includes bank accounts, investment accounts, accounts with health care providers, social media accounts (like 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, and accounts with utility companies.

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 specified in this Article controls.

Section 4.01 Fixtures and Personalty

My Attorney-in-Fact may engage in real estate transactions or transactions which involve any proprietary lease or stock evidencing my ownership of a cooperative apartment, including all fixtures and articles of personal property used in connection with the real property. My Attorney-in-Fact may include this property in the deeds, mortgages,

agreements, and any other instruments to be executed and delivered in connection with real estate transactions and that may be described in these instruments with more particularity.

Section 4.02 Insurance Transactions

My Attorney-in-Fact may engage in insurance transactions, including applying for, maintaining, canceling, paying premiums on, increasing or decreasing coverage, collecting, borrowing from, transferring ownership, and surrendering and purchasing insurance policies.

Section 4.03 Estate Transactions

My Attorney-in-Fact may engage in estate transactions, including Receipt, Release and Refunding Agreements, and Waivers and Consents.

Section 4.04 Safe-Deposit Boxes

My Attorney-in-Fact may enter any safe-deposit box or other place of safekeeping standing in my name alone or jointly with another and to remove the contents and to make additions. In accordance with Section 709.2114(1)(d), Florida Statutes, my Attorney-in-Fact must create and maintain an accurate inventory each time my Attorney-in-Fact accesses my safe-deposit box.

Section 4.05 Business Succession Agreements

My Attorney-in-Fact may enter into buy-sell agreements and any other business succession agreements.

Section 4.06 Loans and Notes

My Attorney-in-Fact may engage in all dealings with respect to loans and forgiveness of debts. My Attorney-in-Fact may borrow money at a fair market interest rate on such terms as my Attorney-in-Fact may decide with sole discretion, on a secured or unsecured basis, and to execute all notes, mortgages, and other related instruments.

Section 4.07 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 claims, planning for eligibility, and submission of applications and appeals. In this regard, I authorize my Attorney-in-Fact to execute and deliver any power of attorney or authorization-to-act form requested or required by a government agency. This power imposes no affirmative duty on my Attorney-in-Fact to provide information and documentation to any government agency.

Section 4.08 Deal with Tax Authorities

I authorize my Attorney-in-Fact to:

deal with tax authorities, execute and sign on my behalf any and all Federal, state, local, and foreign income and gift tax returns (as authorized under Section 1.6012-1(a)(5) of Title 26 of the Code of Federal Regulations or under any state, local, or foreign authority), including estimated returns and interest, and dividends, gains and transfers, and pay any related taxes, penalties, and interest due;

represent me or sign an 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 Revenue Service, state, local, or foreign taxing authority with respect to the types of taxes and years referred to above, specifying on the authorization the types of taxes and years;

receive from or inspect confidential information in any office of the Internal Revenue Service, state, local, or foreign tax authority;

receive, endorse, 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;

execute waivers and offers of waivers of restrictions on assessment or collection of deficiencies in taxes and waivers of notice of disallowance of a claim for credit or refund;

execute consents extending the statutory period for assessment or collection of taxes; execute Offers in Compromise and Closing Agreements under Internal Revenue Code Section 7121 or comparable provisions, as amended, or any federal, state, local, or foreign tax statutes or regulations; and

substitute another representative for any one of those previously appointed by my Attorney-in-Fact or me, and receive copies of all notices and other written communications involving my federal, state, local, or foreign taxes at the address my Attorney-in-Fact designates.

Section 4.09 Health Care Decisions

My Attorney-in-Fact may make all health care decisions on my behalf, including those set forth in Chapter 765, Florida Statutes. If I have executed a health care advance directive (including a Designation of Health Care Surrogate) designating a Surrogate, the terms of the directive control if the directive and this Durable Power of Attorney are in conflict.

Section 4.10 Reimbursement of Health Care Surrogate

My Attorney-in-Fact may reimburse my Surrogate under any health care directive, including a Designation of Health Care Surrogate, even if the Surrogate is my Attorney-in-Fact, for any costs (including legal fees) reasonably incurred by or as a result of acting pursuant to the health care directive.

Section 4.11 Employment of Professionals

My Attorney-in-Fact may retain, discharge, and pay, with sole discretion, for the services of attorneys, accountants, financial planners, geriatric care managers, social workers, and any other health care professionals. My Attorney-in-Fact is not obligated to retain or pay for any health care professional on my behalf.

Section 4.12 Intent to Return Home

I intend to return home if I should be in a hospital, rehabilitation center, or nursing home; my Attorney-in-Fact shall take all steps, including executing any document, affidavit, or Declaration of Intent to Return Home on my behalf, to effect my return home.

Section 4.13 Domicile

My Attorney-in-Fact may change or maintain my domicile and residency for any purpose and may take any actions to effect the foregoing.

Section 4.14 Business Activities

My Attorney-in-Fact may invest in, contribute to, establish, create, and fund any existing or newly created partnership, corporation, limited liability company, limited liability partnership, limited partnership, or other entity and exercise all pertinent rights.

Section 4.15 Marital Agreements and Designation of Spouse as Attorney-in-Fact

My Attorney-in-Fact may enter into, modify, or amend any pre-nuptial or post-nuptial agreement to which I am or hereafter become a party. If a named Attorney-in-Fact is my spouse, then this power to enter into, modify, or amend any pre-nuptial or post-nuptial agreement as to that named Attorney-in-Fact is automatically revoked.

Section 4.16 Caregiver Agreements

My Attorney-in-Fact may enter into, execute, modify, alter or amend any contract or agreement on my behalf (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 at another's residence. I also expressly authorize my Attorney-in-Fact to also serve as a caregiver under any such agreement and to be paid at fair market value under the terms and conditions of such agreement.

Section 4.17 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 this Durable Power of Attorney.

Section 4.18 Credit Cards

My Attorney-in-Fact may use any credit card in my name to make purchases on my behalf; open a new credit card account; and close any existing credit card account.

Section 4.19 Domestic Pets

My Attorney-in-Fact may make reasonable expenditures for the care, maintenance, support, and general welfare of my domestic pets, if any. Specifically, and without limitation, my Attorney-in-Fact may consent to and make reasonable expenditures for medical treatment, boarding, and kennel care of any of my domestic pets. I authorize any payments from my funds for pet care provided by any person or entity, including my Attorney-in-Fact.

In addition, my Attorney-in-Fact may acquire a service animal if, in my Attorney-in-Fact's sole discretion, a service animal will benefit me.

Section 4.20 Spiritual and Religious Needs

My Attorney-in-Fact may involve of religious clergy or spiritual leaders in my care, provide them with access to me at all times, arrange or maintain my membership in religious or spiritual organizations, and create opportunities for me to derive comfort and spiritual satisfaction from spiritual and religious activities, including the purchase of religious books, tapes, and other materials.

Section 4.21 Companionship

My Attorney-in-Fact, with sole discretion, may provide for companionship for me to meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for companionship myself.

Section 4.22 U.S. Mail

My Attorney-in-Fact may open, read, respond to, and redirect my mail, and represent me before the US Postal Service in all mail-service matters.

Article Five Special Powers

In addition to the powers specified in Article Three and Article Four, 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 or Article Four, the power specified in this Article controls.

With my initials below, I intend to comply with Section 709.2202(1), Florida Statutes that requires me to initial or sign next to enumerations of certain authorities in order for my Attorney-in-Fact to exercise the authorities.

Section 5.01 Disclaimers and Statutory Elections

YES
 NO

My Attorney-in-Fact may make statutory elections and renounce or disclaim any interest in property by testate or intestate succession or by inter vivos transfer consistent with Florida law.

Section 5.02 Powers of Appointment

YES
 NO

My Attorney-in-Fact may exercise in whole or in part, or decline to exercise, or disclaim my rights under any special or general power of appointment or any rights retained by me in any trust or otherwise, whether or not any such trust or other instrument was created by me or others.

Section 5.03 Trusts

YES
 NO

My Attorney-in-Fact may create and fund inter vivos trusts.

YES
 NO

With respect to any trust created by me or on my behalf, my Attorney-in-Fact may amend, modify, revoke, or terminate the trust, if the trust instrument explicitly provides for amendment, modification, revocation, or termination by an Attorney-in-Fact. Further, my Attorney-in-Fact may add property to an existing or subsequently created trust, and accept transfers or distributions from any trustee of any trust, including any trust over which I have a right of receipt or withdrawal, whether as grantor, beneficiary, or otherwise.

YES
 NO

Specifically, and without limiting the authority granted to my Attorney-in-Fact in this Section, my Attorney-in-Fact may:

create and fund a self-settled special needs trust under United States Code, Title 42, Section 1396p(d)(4)(A);

create and fund a qualified income trust under United States Code, Title 42, Section 1396p(d)(4)(B) if such a trust should be deemed necessary to qualify me for Medicaid benefits, and make arrangements for the diversion of my income to this trust as necessary to comply with applicable Medicaid rules and regulations, as are more particularly set forth in the Economic Self Sufficiency Manual Section 1840.0110; and

sign all necessary documents to allow me to join any trust qualifying under United States Code, Title 42, Section 1396p(d)(4)(C) and transfer any portion of my assets to this trust.

create a trust for the care of my domestic pets under Section 736.0408, Florida Statutes;

create a trust, the terms of which provide for the creation of a qualifying supplemental needs trust for my spouse under Section 732.2025(8), Florida Statutes;

create a trust, the terms of which provide for the creation of an elective share trust for my spouse under Section 732.2025(2), Florida Statutes;

Section 5.04 Annuities

My Attorney-in-Fact may waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan. My Attorney-in-Fact may withdraw from, transfer ownership, surrender, or purchase any commercial annuity, private annuity, or grantor-retained annuity trust.

Section 5.05 Power to Make Gifts

My Attorney-in-Fact may make gifts on my behalf. In order to make gifts, my Attorney-in-Fact may withdraw assets from any trust created by me and from which I may withdraw assets.

For purposes of this Durable Power of Attorney, my Attorney-in-Fact may forgive any debts owed to me, and any debt forgiven will be considered a gift to the debtor.

For purposes of this Section, *my beneficiaries* means my descendants and beneficiaries, including contingent beneficiaries, named in my Will or my revocable living trust, and may include persons who are not my ancestor, spouse, or descendant.

My Attorney-in-Fact may gift or otherwise spend down my estate for Medicaid eligibility and planning.

My Attorney-in-Fact may make gifts on the following terms and conditions:

(a) Continuation of My Gifting

My Attorney-in-Fact may honor pledges and continue to make gifts to charitable organizations that I have regularly supported in the amounts I have customarily given. My Attorney-in-Fact may make gifts in order to assure the continuation of any gifting program initiated by me prior to the time I became incapacitated.

My Attorney-in-Fact may make special occasion gifts to my estate plan beneficiaries, family members, or friends, in equal or unequal amounts, that reflect my past giving and my relationship with such individuals.

(b) Gifts to My Attorney-in-Fact

I specifically authorize gifts to my Attorney-in-Fact, but only a named successor Attorney-in-Fact may make gifts to my Attorney-in-Fact. My Attorney-in-Fact may not make gifts to himself or herself, his or her estate, his or her creditors, or the creditors of his or her estate.

(c) Gifts in Excess of the Annual Federal Gift Tax Exclusion

If my Attorney-in-Fact determines that gifts in amounts in excess of the annual federal gift tax exclusion are in my best interest and the best interests of my beneficiaries, then such gifts are permitted.

My Attorney-in-Fact will not be liable to any beneficiary for exercising or failing to exercise any discretion to make gifts.

YES
 NO

(d) Gifts for Tuition

My Attorney-in-Fact may prepay the cost of tuition for any of my beneficiaries. My Attorney-in-Fact shall make the payments directly to the educational institution or by establishing and contributing to a Qualified State Tuition Program established under Internal Revenue Code Section 529.

YES
 NO

(e) Gifts for Medical Expenses

My Attorney-in-Fact may pay medical expenses for any of my beneficiaries as permitted under Internal Revenue Code Section 2503(e). My Attorney-in-Fact shall make the payments directly to the medical provider.

YES
 NO

(f) Methods of Making Gifts

My Attorney-in-Fact may make gifts of my property under this Section outright, in trust, or in any other manner that my Attorney-in-Fact considers appropriate.

By way of example and without limiting my Attorney-in-Fact's powers under this Section, my Attorney-in-Fact is specifically authorized to make gifts by creating tenancy in common and joint tenancy interests or establishing irrevocable trusts including charitable or non-charitable split interest trusts. My Attorney-in-Fact may make gifts by establishing and contributing my property to corporations, family limited partnerships, limited liability partnerships, limited liability companies, or other similar entities and by making gifts of interests in any of those entities.

To accomplish the objectives described in this subsection, my Attorney-in-Fact may establish and maintain financial accounts of all types and may execute, acknowledge, seal, and deliver deeds, assignments, agreements, authorizations, checks, and other instruments. My Attorney-in-Fact may prosecute, defend, submit to arbitration, settle, or propose or accept a compromise with respect to a claim existing in favor of or against me based on or involving a gift transaction on my behalf. My Attorney-in-Fact may intervene in any related action or proceeding.

My Attorney-in-Fact may perform any other act my Attorney-in-Fact considers necessary or desirable to complete a gift on my behalf in accordance with the provisions of this Section.

YES
 NO

(g) Standard for Making Gifts

YES
 NO

It is my desire that in making gifts on my behalf, my Attorney-in-Fact consider the history of my gift making and my estate plan. To the extent reasonably possible, I direct my Attorney-in-Fact to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

(h) Ratification of Gifts

I specifically ratify any gifts made by my Attorney-in-Fact under the terms of this Durable Power of Attorney.

(i) Gift-Splitting

YES
 NO

My Attorney-in-Fact may make, join, and consent to gifts by my spouse pursuant to the Internal Revenue Code, as amended, even for gifts which exceed the aggregate annual gift tax exclusions for both spouses.

Section 5.06 Qualified Plans

YES
 NO

Notwithstanding any other provision of this Durable Power of Attorney, my Attorney-in-Fact may deal in all respects with any Qualified Plan or Individual Retirement Account that I may own and make any available elections or beneficiary designations on my behalf. If my spouse is a participant in a Qualified Plan or Individual Retirement Account, I authorize my Attorney-in-Fact to effect any waiver of my rights to any portion of the Plan or to any payout arrangement which may require my consent or approval by law, under the Plan, or otherwise.

Section 5.07 Estate and Long-Term Care Planning

YES
 NO

Notwithstanding any other provision of this Durable Power of Attorney, my Attorney-in-Fact may engage in estate and long-term care planning to achieve asset preservation. Property transfers made under this authority may be made without restriction as to the value of the transfer, and must be *in my best interest* if: (1) made under the provisions of this Section; and (2) made in the context of estate planning, financial planning, Medicaid planning, long-term care planning, or asset preservation planning pursuant to the recommendations of an attorney at law experienced in the matters. My Attorney-in-Fact may engage in this planning based on all relevant factors, including:

- the value and nature of my property;
- my foreseeable obligations and need for maintenance;
- minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes; and
- eligibility for a benefit, a program, or assistance under a statute or government regulation.

YES
 NO

Notwithstanding any other provision of this Durable Power of Attorney, my Attorney-in-Fact may take any action necessary to effect the foregoing, including to qualify me for Social Security Benefits, Supplemental Security Income, Veterans Benefits, Medicaid or any other government benefit program. These actions may include the following:

convert non-exempt resources into exempt resources;

divest me of assets, without restriction as to the value of the divestment;

if my Attorney-in-Fact is my spouse, my spouse may protect our assets, whether owned by me alone, my spouse alone, or by us together as husband and wife, so that my spouse's impoverishment because of my health care costs can be avoided, by whatever lawful methods might be available;

sign a Spousal Refusal (even if my Attorney-in-Fact is my spouse);

sign an Assignment of Support (even if my Attorney-in-Fact is my spouse);

divide community property assets equally or unequally between my spouse and me, without restriction as to the difference of the value of our shares, if any;

sign an application for Medical Assistance or any other government benefit program;

serve as representative payee;

waive, renounce, and relinquish any rights, claims or demands in homestead property under Section 732.702 Florida Statutes;

transfer the family residence to a spouse who does not need long-term health or nursing care, without restricting the value of the transfer;

make home improvements and additions to my family residence;

pay off, partly or in full, any encumbrance on my family residence;

purchase a family residence, if I do not own a family residence;

purchase a more expensive family residence; and

attend and represent me at Fair Hearings.

Section 5.08 Ownership and Rights of Survivorship

YES
 NO

Notwithstanding any other provision of this Durable Power of Attorney, my Attorney-in-Fact may select, create, or change the rights of survivorship on my property, whether real or personal, including bank and investment accounts, insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests, and may do so by any means, including by changing ownership, such as adding a joint owner. My Attorney-in-Fact may designate survivorship rights among one or more remaindermen and may designate the form of title among multiple remaindermen, including as tenants in common, joint tenants, community property, or tenants by the entirety.

YES
 NO

In particular, my Attorney-in-Fact may execute any deed designating beneficiaries, including an enhanced life estate deed (also known as a *ladybird* deed), including with respect to my homestead property, if any, and may conduct any and all transactions with full power and authority in my Attorney-in-Fact to sell, convey, mortgage, lease, and otherwise dispose of the property in accordance with the terms of the deed.

Section 5.09 Beneficiary Designations

YES
NO

Notwithstanding any other provision of this Durable Power of Attorney, my Attorney-in-Fact may select, create, or change beneficiary designations on any and all of my property, whether real or personal, including bank and investment accounts, insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests.

Section 5.10 Exercise of Power in Favor of Attorney-in-Fact

Unless this Durable Power of Attorney provides otherwise, any Attorney-in-Fact, including an Attorney-in-Fact who is not my ancestor, spouse, or descendant may exercise authority to create in the Attorney-in-Fact, or in an individual to whom the Attorney-in-Fact owes a legal obligation of support, an interest in my property, whether by gift, right of survivorship, beneficiary designation, disclaimer, or otherwise.

Article Six Incidental Powers

My Attorney-in-Fact may perform those acts and execute and deliver those legal documents necessary or appropriate to the exercise of the powers set forth in this Durable Power of Attorney, including the following incidental powers.

Section 6.01 Court Proceedings

My Attorney-in-Fact may begin any court proceedings necessary to protect my legal rights and interests under this Durable Power of Attorney including:

actions for declaratory judgments from any court of competent jurisdiction interpreting the validity of this Durable Power of Attorney and any of the acts sanctioned by this Durable Power of Attorney; however, my Attorney-in-Fact need not seek a declaratory judgment to perform any act sanctioned by this Durable Power of Attorney;

actions for mandatory injunctions requiring any person or entity to comply with my Attorney-in-Fact's directions as authorized by this Durable Power of Attorney; and

actions for actual and punitive damages and the recoverable costs and expenses, including reasonable attorney's fees, of litigation against any person or entity who negligently or willfully fails or refuses to follow my Attorney-in-Fact's directions as authorized by this Durable Power of Attorney.

Section 6.02 Document Execution

My Attorney-in-Fact may sign, execute, endorse, seal, acknowledge, deliver, and file or record all appropriate legal documents necessary to exercise the powers granted under this Durable Power of Attorney.

Section 6.03 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 Seven 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 7.01 Limitation on Authority of Attorney-in-Fact

In accordance with Section 709.2201(3), Florida Statutes, notwithstanding the authority of my Attorney-in-Fact granted in this Durable Power of Attorney, my Attorney-in-Fact may not:

- perform duties under a contract that requires the exercise of my personal services;
- make any affidavit as to my personal knowledge;
- vote in any public election on my behalf;
- execute or revoke any will or codicil for me; or
- exercise powers and authority granted to me as trustee or as court-appointed fiduciary.

Section 7.02 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:

- cause any income generated by my property to be attributed to my Attorney-in-Fact for federal income tax purposes;
- 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;
- 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
- discharge a legal obligation of my Attorney-in-Fact.

If the exercise of a power by my Attorney-in-Fact under this Durable Power of Attorney would cause any of the foregoing results, any other Attorney-in-Fact that I have designated in this Durable Power of Attorney to serve with the Attorney-in-Fact or as a

successor Attorney-in-Fact may exercise the power or discretion, so long as the such exercise would not also cause any of the foregoing results. The other Attorney-in-Fact acting for this purpose must be an individual who is not related or subordinate to my Attorney-in-Fact within the meaning of Internal Revenue Code Section 672(c).

Article Eight

Administrative Powers and Provisions

This Article contains certain administrative powers and provisions that facilitate the use of the Durable Power of Attorney and that protect my Attorney-in-Fact and those who rely upon my Attorney-in-Fact.

Section 8.01 Compensation and Reimbursement to Attorney-in-Fact

If my Attorney-in-Fact is one of the following, then my Attorney-in-Fact is entitled to compensation that is reasonable under the circumstances:

- my spouse;
- my heir within the meaning of Section 732.103, Florida Statutes;
- a financial institution that has trust powers and a place of business in Florida;
- an attorney who is licensed in Florida;
- a certified public accountant who is licensed in Florida; or
- a natural person who is a resident of Florida and who has never been an Attorney-in-Fact for more than three principals at the same time.

My Attorney-in-Fact is entitled to reimbursement of expenses reasonably incurred on my behalf.

Section 8.02 Release of Information

My Attorney-in-Fact may release and obtain 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 this information.

I release these persons or entities from any liability for releasing the above-referenced information to my Attorney-in-Fact in reliance on this Section.

If my Attorney-in-Fact is an attorney-at-law or other accounting or financial professional, the professional regulations of my Attorney-in-Fact's profession and federal law may prohibit my Attorney-in-Fact from releasing information about my financial affairs to others if I am a client of my Attorney-in-Fact. This instrument, therefore, is a limited waiver of any privilege (such as the attorney-client privilege) that I have established with

any Attorney-in-Fact as a client. I waive the privilege for the limited purpose of permitting my Attorney-in-Fact to perform his or her duties under this Durable Power of Attorney.

Section 8.03 Attorney-in-Fact Authorized to Employ My Attorney

My Attorney-in-Fact may employ the attorney who prepared this Durable Power of Attorney or any other attorney employed by me in connection with my estate plan or business matters and I specifically:

waive any and all conflicts of interest that might arise through such employment;

authorize the attorney to make full disclosure of my estate plan and business to the Attorney-in-Fact; and

authorize the attorney to accept the engagement.

Section 8.04 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, committee, executor, administrator, or personal representative.

Section 8.05 Revocation

I may revoke this Durable Power of Attorney at any time, either orally or in writing.

If this Durable Power of Attorney is 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 revoked.

I may revoke by filing a Notice of Revocation in the public records of Santa Rosa County. This revocation will be deemed effective upon recording.

Section 8.06 Resignation

My Attorney-in-Fact may resign by the executing of a written resignation delivered to me (or my guardian if 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 who I am living with or who is responsible for my care and custody.

Section 8.07 Notice

In accordance with Section 709.2121, Florida Statutes, notice of the events described in this Section will be provided as specified.

A notice, including a Notice of Revocation, notice of partial or complete termination by adjudication of incapacity or by the occurrence of an event referenced in this Durable Power of Attorney, notice of my death, notice of suspension by initiation of proceedings to determine incapacity or to appoint a guardian, or other notice, is not effective until

written notice is provided to my Attorney-in-Fact or any third persons relying upon this Durable Power of Attorney.

Notice must be in writing and must be accomplished in a manner reasonably suitable under the circumstances and likely to result in receipt of the notice or document. Permissible methods of notice or for sending a document include first-class mail, personal delivery, delivery to the person's last known place of residence or place of business, or a properly directed facsimile or other electronic message.

Notice to a financial institution must contain the name, address, and the last four digits of my taxpayer identification number and be directed to an officer or a manager of the financial institution in Florida.

Notice is effective when given, except that notice upon a financial institution, brokerage company, or title insurance company is not effective until 5 days, excluding Saturdays, Sundays, and legal holidays, after it is received

Section 8.08 Signature of Attorney-in-Fact

My Attorney-in-Fact shall use the following form or a substantially similar form when signing documents on my behalf pursuant to this power:

Dorothy Rogers by Matthew Groelinger, as her Attorney-in-Fact

Section 8.09 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 Florida 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 8.10 Use of Attorney-in-Fact Nomenclature

The terms *Agent* and *Attorney-in-Fact* are used synonymously in this document 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 8.11 Third-Party Refusal

Under Section 709.2120, Florida Statutes, this Section controls the acceptance or rejection of this Durable Power of Attorney.

(a) Procedure

Except as provided in subsection (b), below:

A third person must accept or reject this Durable Power of Attorney within a reasonable time. A third person who rejects this Durable Power of Attorney must state in writing the reason for the rejection.

Four days, excluding Saturdays, Sundays, and legal holidays, are presumed to be a reasonable time for a financial institution to accept or reject this Durable Power of Attorney with respect to:

a banking transaction, if this Durable Power of Attorney expressly contains authority to conduct banking transactions under Section 709.2208(1), Florida Statutes; or

a security transaction, if this Durable Power of Attorney expressly contains authority to conduct security transactions under Section 709.2208(2), Florida Statutes.

A third person may not require an additional or different form of power of attorney (such as a financial institution's power of attorney form) for authority granted in this Durable Power of Attorney.

(b) Permissible Reasons to Reject

A third person is not required to accept this Durable Power of Attorney if:

- (i) the third person is not otherwise required to engage in a transaction with me in the same circumstances;
- (ii) the third person has knowledge of the termination or suspension of my Attorney-in-Fact's authority or of this Durable Power of Attorney before exercising the power;
- (iii) a timely request by the third person for an affidavit or opinion of counsel under Section 709.2119(4), Florida Statutes, is refused by my Attorney-in-Fact;
- (iv) except as provided in paragraph (ii) of this subsection, the third person believes in good faith that the power is not valid or that my Attorney-in-Fact does not have authority to perform the act requested; or
- (v) the third person makes, or has knowledge that another person has made, a report to the local adult protective services office stating a good faith belief that I may be subject to physical or financial abuse, neglect, exploitation, or abandonment by my Attorney-in-Fact or a person acting for or with my Attorney-in-Fact.

(c) Third-Party Liability for Improper Rejection

A third person who, in violation of Section 709.2120, Florida Statutes (the contents of which are stated in this Section), refuses to accept this Durable Power of Attorney is subject to:

- (i) a court order mandating acceptance of this Durable Power of Attorney; and
- (ii) liability for damages, including reasonable attorney's fees and costs, incurred in any action or proceeding that confirms, for the purpose tendered, the validity of this Durable Power of Attorney or mandates acceptance of this Durable Power of Attorney.

Section 8.12 Third-Party Reliance

Except as provided in Section 709.2119(5), Florida Statutes, no person who relies in good faith on the authority of my Attorney-in-Fact under this 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:

where I am domiciled;

that I am not deceased;

that there has been no revocation or partial or complete termination by adjudication of incapacity or by the occurrence of an event referenced in this Durable Power of Attorney;

that there has been no suspension by initiation of proceedings to determine my incapacity, or to appoint a guardian; and

if the affiant is a successor Attorney-in-Fact, the reasons for the unavailability of the predecessor Attorney-in-Fact, if any, at the time the authority is exercised.

Section 8.13 Judicial Relief

Under Section 709.2116, Florida Statutes, a court may construe or enforce this Durable Power of Attorney, review my Attorney-in-Fact's conduct, terminate my Attorney-in-Fact's authority, remove my Attorney-in-Fact, and grant other appropriate relief.

In any proceeding commenced by filing a petition under this Section, including the unreasonable refusal of a third person to allow my Attorney-in-Fact to act pursuant to this Durable Power of Attorney, and in challenges to the proper exercise of authority by my Attorney-in-Fact, the court shall award reasonable attorney's fees and costs.

The following persons may petition the court:

me or my Attorney-in-Fact, including any nominated successor Attorney-in-Fact;

a guardian, conservator, trustee, or other fiduciary acting for me or my estate;

a person authorized to make health care decisions for me if my health care is affected by the actions of my Attorney-in-Fact;

any other interested person if the person demonstrates to the court's satisfaction that the person is interested in my welfare and has a good faith belief that the court's intervention is necessary;

a governmental agency having regulatory authority to protect my welfare; or

a person asked to honor this Durable Power of Attorney.

Section 8.14 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 8.15 Governing Law

The Florida Power of Attorney Act (part II of chapter 709, Florida Statutes) will govern this Durable Power of Attorney's validity and interpretation. 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 8.16 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 Nine Duties and Liabilities of My Attorney-in-Fact

Section 9.01 Mandatory Duties

Under Section 709.2114(1), Florida Statutes, my Agent is a fiduciary. Notwithstanding the provisions in this Durable Power of Attorney, my Attorney-in-Fact:

- (i) must act only within the scope of authority granted in this Durable Power of Attorney, and in so doing:
 - (a) may not act contrary to my reasonable expectations if actually known by my Attorney-in-Fact;
 - (b) must act in good faith;
 - (c) may not act in a manner that is contrary to my best interest, except as provided in Sections 709.2114(2)(d) and 709.2202, Florida Statutes; and
 - (d) must attempt to preserve my estate plan, to the extent actually known by my Attorney-in-Fact, if preserving the plan is consistent with my best interest based on all relevant factors, including:
 - (1) the value and nature of my property;
 - (2) my foreseeable obligations and need for maintenance;
 - (3) minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes;

- (4) eligibility for a benefit, a program, or assistance under a statute or rule; and
- (5) my personal history of making or joining in making gifts;
- (ii) may not delegate authority to a third person (anyone other than an Attorney-in-Fact acting with the delegating Attorney-in-Fact or a successor Attorney-in-Fact) except as provided by Section 518.112, Florida Statutes (regarding delegation of investment functions);
- (iii) must keep a record of all receipts, disbursements, and transactions made on my behalf; and
- (iv) must create and maintain an accurate inventory each time my Attorney-in-Fact accesses my safe-deposit box, if this Durable Power of Attorney authorizes my Attorney-in-Fact to access the box.

Section 9.02 Default Duties

Under Section 709.2114(2), Florida Statutes, except as otherwise provided in this Durable Power of Attorney, my Attorney-in-Fact shall:

- act loyally for my sole benefit;
- act so as not to create a conflict of interest that impairs my Attorney-in-Fact's ability to act impartially in my best interest;
- act with the care, competence, and diligence ordinarily exercised by Attorneys-in-Fact in similar circumstances; and
- cooperate with a person who has authority to make health care decisions for me in order to carry out my reasonable expectations to the extent actually known by my Attorney-in-Fact and, otherwise, act in my best interest.

Section 9.03 Duty of Attorney-in-Fact Selected Because of Special Skills

Under Section 709.2114(4), Florida Statutes, if I have selected an Attorney-in-Fact because of special skills or expertise possessed by the Attorney-in-Fact or in reliance on the Attorney-in-Fact's representation that the Attorney-in-Fact has special skills or expertise, the special skills or expertise must be considered in determining whether the Attorney-in-Fact has acted with care, competence, and diligence under the circumstances.

Section 9.04 Duty and Liability Regarding Actual Knowledge of Breach by Another Attorney-in-Fact

Under Section 709.2111(4), Florida Statutes, an Attorney-in-Fact who has actual knowledge of a breach or imminent breach of fiduciary duty by another Attorney-in-Fact, including a predecessor Attorney-in-Fact, must take any action reasonably appropriate in the circumstances to safeguard my best interests. If the Attorney-in-Fact in good faith believes that I am not incapacitated, giving notice to me is a sufficient action. If an Attorney-in-Fact fails to take action as required by this provision, the Attorney-in-Fact is liable to me for my reasonably foreseeable damages that could have been avoided if the Attorney-in-Fact had taken action.

Under Section 709.2111(3), Florida Statutes, except as otherwise provided in this Durable Power of Attorney including the immediately preceding paragraph of this Section, an Attorney-in-Fact who does not participate in or conceal a breach of fiduciary duty committed by another Attorney-in-Fact, including a predecessor Attorney-in-Fact, is not liable for the actions or inactions of the other Attorney-in-Fact.

Under Section 709.2111(5), Florida Statutes, a successor Attorney-in-Fact does not have a duty to review the conduct or decisions of a predecessor Attorney-in-Fact. Except as provided in this Section, a successor Attorney-in-Fact does not have a duty to institute any proceeding against a predecessor Attorney-in-Fact, or to file any claim against a predecessor Attorney-in-Fact's estate, for any of the predecessor Attorney-in-Fact's actions or inactions as Attorney-in-Fact.

Section 9.05 Limited Duty of Disclosure

Except as otherwise provided in this Durable Power of Attorney, my Attorney-in-Fact is not required to disclose receipts, disbursements, transactions conducted on my behalf, or safe-deposit box inventories, unless:

ordered by a court;

requested by me, a court-appointed guardian, another fiduciary acting for me, or a governmental agency having authority to protect my welfare; or

upon my death, requested by the personal representative or successor in interest of my estate.

If requested, my Attorney-in-Fact must comply with the request within 60 days or provide a writing or other record substantiating the need for additional time and comply with the request within an additional 60 days.

Section 9.06 Limitation of Liability of My Attorney-in-Fact

Except as provided in this Durable Power of Attorney and Section 709.2111, Florida Statutes, I release and discharge any Attorney-in-Fact acting in good faith from any 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, any 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 Ten

Acceptance of Appointment as Attorney-in-Fact

Any manifestation of acceptance of appointment as Attorney-in-Fact, whether in writing or by conduct, is an acceptance of all aspects of this Durable Power of Attorney, and may not be limited to only certain aspects. Appointment as Attorney-in-Fact is accepted by:

- signing any document manifesting acceptance;
- exercising any authority or performing any duties as Attorney-in-Fact under this Durable Power of Attorney; or
- any other assertion or conduct indicating acceptance.

Article Eleven

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:

- 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;
- 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;
- that this Durable Power of Attorney remains in full force and effect during my subsequent disability or incapacity; and
- that I may revoke or terminate this Durable Power of Attorney at any time.

PREPARED BY:
JASON R. MOSLEY
MOSLEY LAW PA
4655 WOODBINE RD.
PACE, FL 32571

STATE OF FLORIDA

COUNTY OF SANTA ROSA

TRUSTEE DEED

KNOW ALL MEN BY THESE PRESENTS, that DOROTHY ROGERS, a single woman, whose address is 7816 Marlette Dr., Milton, FL 32570, hereafter called Grantor, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does bargain, sell, convey and grant to MATTHEW GROELINGER, as Trustee of the DOROTHY ROGERS LIVING TRUST dated September 10, 2003, whose address is 7816 Marlette Dr., Milton, FL 32570, hereafter called Grantee, (but which words Grantor and Grantee herein shall be construed in the plural as well as the singular if the context so permits or requires), and the heirs, executors, administrators, successors and assigns of Grantee, forever, the real property in Santa Rosa County, Florida, described as:

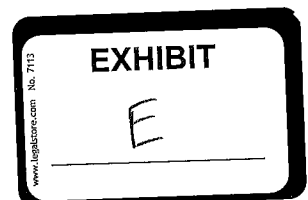
See Attached Exhibit A

The Trustee herein is hereby conferred with the power and authority to protect, conserve, sell, lease, encumber, convey and otherwise manage and dispose of the above-described property pursuant to the provisions of Section 689.071, Florida Statutes. The interest of any beneficiary hereunder is hereby defined and declared to be personal property only.

Subject to taxes for the current year and later years and all valid easements and restrictions of record, if any, which are not hereby reimposed; and also subject to any claim, right, title, or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas, or other minerals.

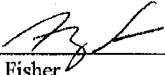
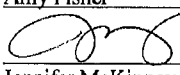
This deed was prepared without benefit of title examination and upon legal descriptions provided by Grantors.

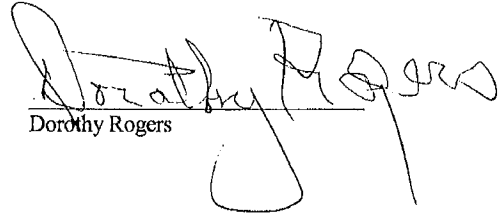
And Grantor does hereby fully warrant title to said land and will defend the same against the lawful claims of all persons whomsoever, subject only to any exceptions set forth herein.



IN WITNESS WHEREOF, this instrument has been executed by Grantor under the hand and seal of Grantor this 26th day of November, 2014.

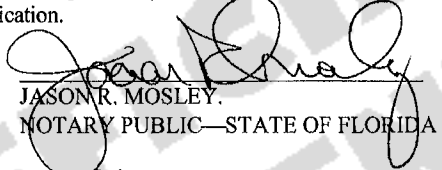
Signed, sealed and delivered
in the presence of:

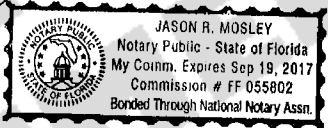

Amy Fisher

Jennifer McKinney


Dorothy Rogers

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 26th day of November, 2014, by DOROTHY ROGERS () who is personally known to me or () who have produced _____ as identification.


JASON R. MOSLEY,
NOTARY PUBLIC—STATE OF FLORIDA



UNOFFICIAL DOCUMENT

Exhibit A

Parcel ID # 06-2N-27-0000-01327-0000

S2 OF SW4 & SW4 OF SE4 LESS DB A-54 PG 341 AS DES IN CORRDB 118 PG 171 (DB 77 PG 393) LESS S 25 FT OF W 1000 FT OF S2 OF SW4 FOR CO RD LESS N 420 FT OF W 630 FT OF SW4 OF SW4 & LESS S 50 FT OF N 470 FT OF W 210 FT OF SW4 OF SW4 & LESS DEEDS ON RECORD LESS OR 188 PG 530 FOR RD & LESS OR 1388 PG 316 & LESS UNREC CONTRACT TO BEVANS & LESS OR 1534 PG 54 & LESS OR 2746 PR 1447

And

Parcel ID# 06-2N-27-0000-01314-0000

Commence at the Southwest corner of Section 6, Township 2 North, Range 27 west, Santa Rosa County, Florida; thence N 02°03'00" W along West line of said Section 419.34 feet; thence N 77°27'25" E 701.25 feet; thence S 02°23'29" E 15.23 feet; thence S 02°23'36" E 105.61 feet to Point of Beginning; thence S 02°23'21" E 105.79 feet; thence N 81°03'18" E 144.96 feet; thence N 12°32'35" W 109.05 feet; thence S 79°21'26" W 126.09 feet to the Point of Beginning. ALSO, Commence at the Southwest corner of Section 6, Township 2 North, Range 27 West, Santa Rosa County, Florida; thence N 02°03'00" W along West line of said Section 419.34 feet; thence N 77°27'25" E 701.75 feet; thence S 02°23'29" E 15.23 feet; thence S 02°23'36" E 105.61 feet; thence N 79°21'26" E 126.09 feet to Point of Beginning; thence N 79°21'26" E 101.89 feet; thence S 11°30'13" E 111.96 feet; thence S 81°03'18" W 100.00 feet; thence N 12°32'35" W 109.05 feet to the Point of Beginning.

And

Parcel ID # 06-2N-27-0000-01311-0000

Commence at the Southwest corner of Section 6, Township 2 North, Range 27 West, Santa Rosa County, Florida; thence go North 02°03'00" West along the west line of said section a distance of 419.34 feet; thence go North 77°27'25" East a distance of 701.75 feet; thence go South 02°23'29" East a distance of 120.84 feet; thence go North 79°21'26" East a distance of 101.89 feet; thence go South 11°26'40" East a distance of 114.98 feet; thence go South 81°03'18" West a distance of 101.86 feet, thence go North 11°30'13" West a distance of 111.96 feet to the point of beginning. The above described parcel of land is situated in Section 6, Township 2 North, Range 27 West, Santa Rosa County, Florida.

And

Parcel ID # 06-2N-27-0000-13120-0000

Commence at the Southwest corner of Section 6, Township 2 North, Range 27 West, Santa Rosa County, Florida; thence N 02°03'00" W along the West line of said Section a distance of 434.57

feet to the Northerly right of way line of Liberty Road (30' r/w); thence N 77°27'25" E along said Northerly right of way line for a distance of 1010.28 feet; thence S 11°25'52" E a distance of 30.00 feet to the Point of Beginning; thence continue S 11°25'52" E a distance of 115.00 feet; thence S 79°22'53" W a distance of 131.94 feet; thence N 03°12'20" W a distance of 112.30 feet to the Southerly right of way line of Liberty Road; thence N 77°27'25" E a distance of 115.92 feet to the POB. Together with a 1967 CHAT mobile home ID#4888.

And

Parcel ID # 06-2N-27-0000-01308-0000

Commence at the Southwest corner of Section 6, Township 2 North, Range 27 West, Santa Rosa County, Florida; thence go N 02°03'00" West along the West line of aforesaid Section 6 for a distance of 419.34 feet; thence go North 77°27'25" East for a distance of 279.18 feet; thence go North 12°32'35" West for a distance of 140.00 feet; thence go North 77°27'25" East for a distance of 100.00 feet; thence go South 12°32'35" East for a distance of 140.00 feet; thence go South 77°27'25" West for a distance of 100.00 feet to the Point of Beginning.

UNOFFICIAL
DOCUMENT

Dear Skirpan Properties Resident:

10/19/15

As a valued tenant, we would like to inform you that Dorothy Rogers will have NO MORE business interaction with you. You are advised NOT to have the following interaction with Mrs. Rogers:

- **Paying Rent-** Under absolutely NO circumstances will Mrs. Rogers be allowed to collect ANY rent from Tenants. SIMPLY STATED: IF YOU PAY RENT TO MRS. ROGERS, IT WILL NOT BE CONSIDERED PAID AT ALL. WE WILL TAKE STEPS TO EVICT YOU AS PUT FORTH IN THE FLORIDA LANDLORD TENNANT LAWS. PLEASE BRING THESE CONCERNS TO MATT GROELINGER.
- **Relationship-** You have now been advised that you are to stop interaction with Mrs. Rogers. She is no longer involved in Skirpan Properties business operations and this will jeopardize your living situation, if you continue interact with her as she is not authorized to be involved with business decisions or day to day activity.
- **Issues with your dwelling-** Moving forward, all concerns with your rent, home, etc., will be reported to and handled by: **Skirpan Properties LLC**. Matthew Groelinger and Michael Skirpan are the acting managers with Matthew being on site and the main contact. Matthew's information will be provided below.

Please understand that the decision to remove Dorothy Rogers is one that our family is completely unified on, and is being done for everyone's best interest. Mrs. Rogers set this plan in place over 12 years ago and we are honoring her wishes to retire and continue the family business through Skirpan Properties. Any further interaction can easily involve one of the attorneys on our team, please let us know how we can best clarify any questions that you may have.

It is SKIRPAN PROPERTIES goal to review ALL leases and have this completed before the end of the week. Please either proactively reach out to Matt Groelinger or you will be approached to review your current situation.

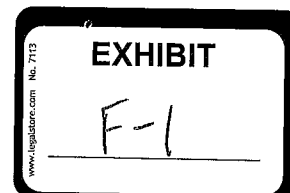
Thank you for your support and we look forward to meeting with you on an individual basis this week.

Thank you!

MANAGEMENT

SKIRPAN PROPERTIES

ON-SITE MANAGER MATT GROELINGER CELL- 813-334-9605



NOTICE FROM SKIRPAN PROPERTIES DATED

November 4, 2015

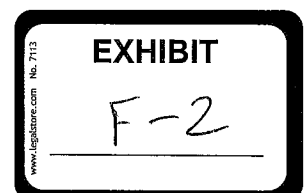
As promised in our previously handed out correspondence from last month: Skirpan properties is who you are renting from and we will need to speak with you ASAP. If you have not paid your rent , then we will be handing out 3 day eviction notices accordingly.

If you have not been contacted Matt Groelinger at 813-334-9605, then you need to do so. Matt Groelinger is the acting manager of Skirpan Properties and is who you are, BY LAW, required to pay your rent to.

You have been advised to NOT have business interaction with Dorothy Rogers any longer and eviction notices will be handed out if you have not paid your rent to SKIRPAN PROPERTIES LLC. **ALL** business correspondence with Dorothy must stop. If you have paid your rent, than we appreciate your help and are in the process of reviewing your lease/any problems that you are currently having with your unit.

Best Regards,

SKIRPAN PROPERTIES MANAGEMENT



Terry L. Rhodes
Executive Director

2800 Apalachee Parkway
Tallahassee, Florida 32399-0800
www.flhsmv.gov

August 10, 2015

Dorothy Skirpan Rogers
7813 Fleetwood Dr
Milton, FL 32570

CTL#: R262-197-30-832-0

Dear Ms. Rogers:

This agency has received information expressing concerns about your ability to drive safely due to your medical condition.

We have enclosed a medical report form for your physician to complete. Please return it to this office within 45 days from the date of this letter. Failure to provide the medical report will result in the revocation of your driving privilege.

After we receive your medical report, the Medical Advisory Board will review your case. We will let you know the decision. In some cases, we may need more information. Also, you may have to take another test at your local driver license office.

Please allow a minimum of 30 days for a review of your case. If you have any questions, feel free to contact our office at (850) 617-3814. You may also email us at medical@flhsmv.gov.

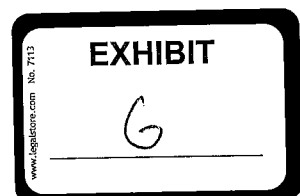
Please mail your completed medical report to:
Bureau of Motorist Compliance
Attn: Medical Review Section
Neil Kirkman Building, MS 86
Tallahassee, Florida 32399-0500

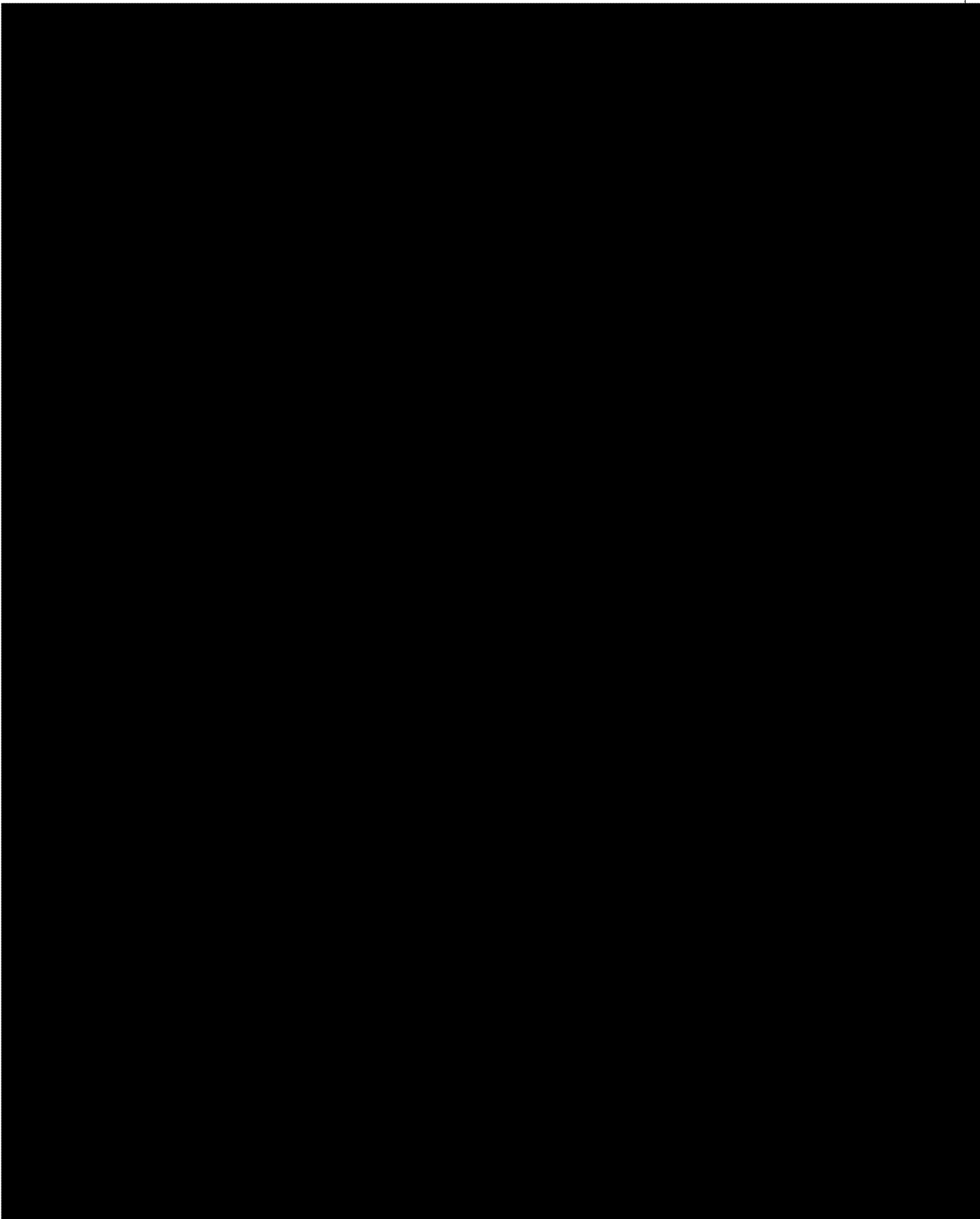
If you do not wish to drive at this time, you may return your driver license with a signed statement that you would like to "voluntarily surrender" your license. If your condition improves, you may contact our office for further instructions. You may wish to obtain an identification card. If so, please schedule an appointment online at oasis.hsmv.state.fl.us or call your local office.

Please understand that our laws and policies are in your best interest and the safety of the public.

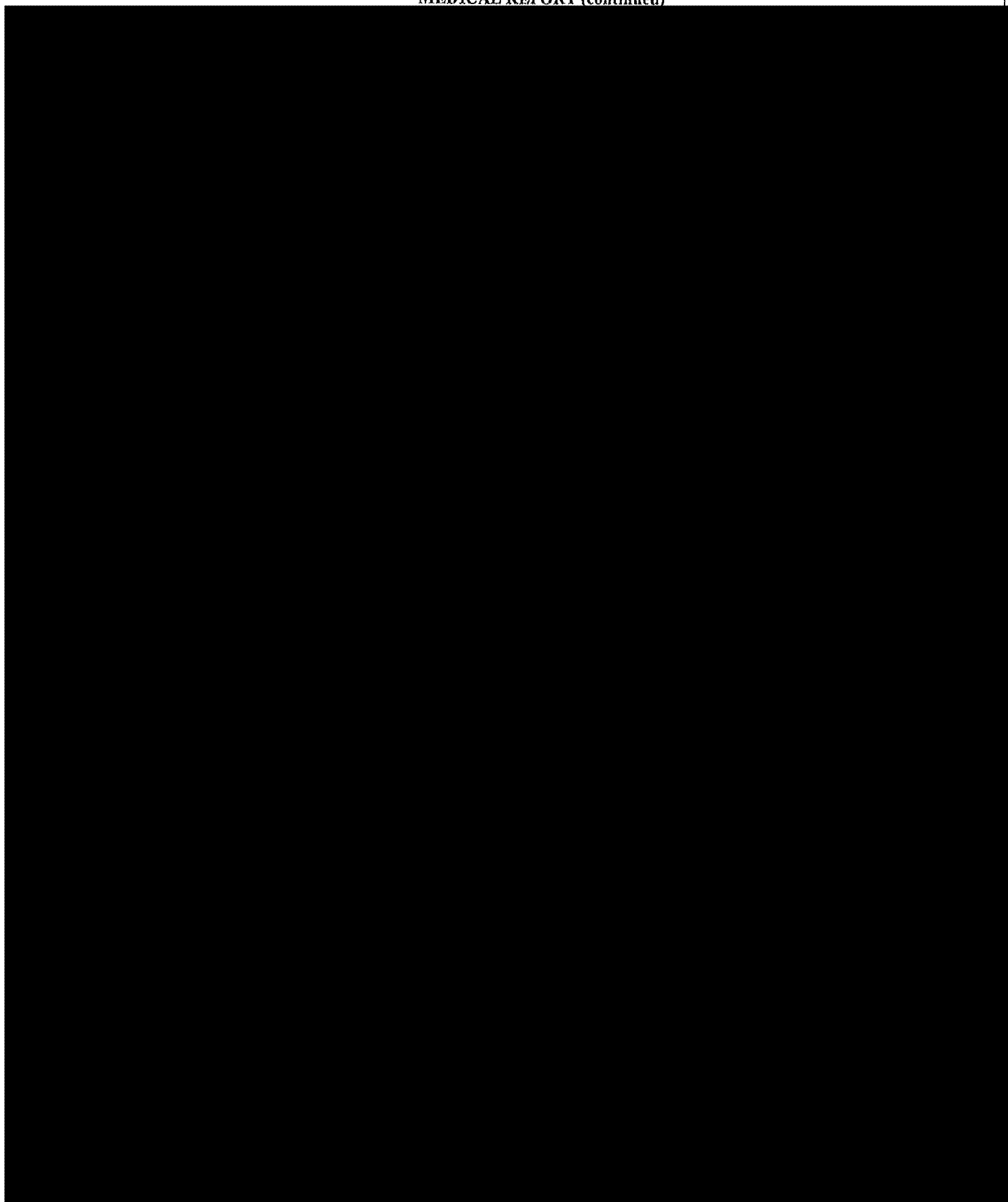
Medical Review Section

MW
Enclosures





Florida Department of Highway Safety and Motor Vehicle
MEDICAL REPORT (continued)



PREPARED BY AND RETURN TO:

Joshua T. Keleske, Esq.
Joshua T. Keleske, P.L.
3333 W. Kennedy Blvd.
Suite 204
Tampa, Florida 33609

(Space Above this Line For Recording Data)

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made and entered into this 11 day of June, 2015, between DOROTHY ROGERS (a/k/a DOROTHY SKIRPAN RENO) by her attorney-in-fact, MATTHEW GROELINGER ("Grantor") and SKIRPAN PROPERTIES, LLC, a Florida Limited Liability Company ("Grantee"), whose post office address is 7813 Fleetwood Drive, Milton, Florida 32750. (Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations, partnerships and other entities.)

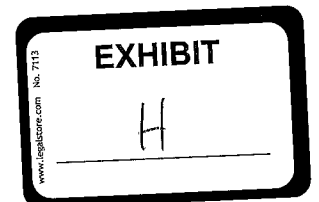
WITNESSETH:

That Grantor, for and in valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest, claim and demand which the Grantor has, if any, in and to the following described lot, piece or parcel of land, situate, lying and being in Santa Rosa County, Florida, to-wit:

The South 35 feet of the following description:

Commence at the NW corner of Section 7, Township 2 N, Range 27 W, FCM 4" x 4"; thence South 87 degrees 55' 07" E, 3841.08 feet to Point of Beginning (according to surveyors O.M. Carter, St. Regis Survey Team (03-25-82) and L.E. Shontz (06-25-03). Begin at the NW corner of the NE Quarter of the NE Quarter of Section 7, Township 2 North, Range 27 West, Santa Rosa County Florida; thence South 01 degrees 49' 11" W, along West line of said NE Quarter of NE Quarter of Section 7, Township 2 North, Range 27 West, a distance of 464.36 feet to the West right-of-way of State Road 191 N (Munson Highway) 635.13 feet to the Point of Curvature, N 30 degrees 43' 27" E, a distance of 374.65 feet; thence

This instrument was prepared from information furnished by the parties hereto. Title research or other assurance of title was neither requested from nor performed or given by the preparer of this instrument.



N 87 degrees 55' 07" W, a distance of 929.99 feet to the Point of Beginning.

The Grantor reserves the right to ingress and egress on said property.

Parcel Identification Number: 07-2N-27-0000-00100-0000

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either by law or equity, to the only proper use, benefit and behoof of Grantee.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first written above.

Signed, sealed and delivered in the presence

Suzanne M. Cook
(Print Name) Suzanne M. Cook

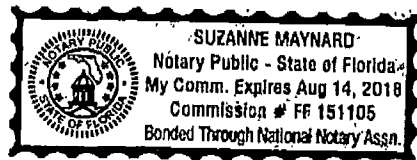
Matthew Groelinger
DOROTHY ROGERS, by her attorney-in-fact, MATTHEW GROELINGER
7813 Fleetwood Drive
Milton, Florida 32750

Aleshia M. Garboud
(Print Name) Aleshia M. Garboud

STATE OF FLORIDA
COUNTY OF Santa Rosa

THE FOREGOING INSTRUMENT was acknowledged before me this 11 day of June, 2015, by MATTHEW GROELINGER who is personally known to me, or who produced FDL as identification.

Suzanne Maynard
Notary Public, State of Florida
(Print or Type Notary Name) SUZANNE MAYNARD
Commission (Serial Number): FF 151105
My commission expires: 8/14/16



Notice of Revocation of Power of Attorney

I, Dorothy Rogers, of Milton, Florida, revoke the power of attorney dated November 25, 2014, empowering Matthew Groelinger to act as my attorney-in-fact. I revoke and withdraw all power and authority granted under that power of attorney.

Signed: This 31st day of August, 2015

State of Florida

County of Santa Rosa

 Dorothy Rogers, Principal

Social Security number: 261-36-5453

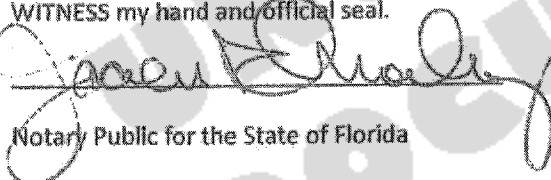
Certificate of Acknowledgment of Notary Public

State of Florida

County of Santa Rosa

On August 31, 2015, before me, Jason R. Mosley, a notary public in and for said state, personally appeared Dorothy Rogers, personally known to me (or proved to me on the basis of identification produced) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same in his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

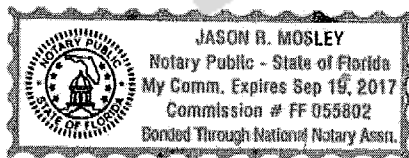
WITNESS my hand and official seal.



Notary Public for the State of Florida

My commission expires 09/19/2017

[NOTARY SEAL]



EXHIBIT

I

www.flnotary.com No. 773

PREPARED BY AND RETURN TO:

Joshua T. Keleske, Esq.
Joshua T. Keleske, P.L.
3333 W. Kennedy Blvd.
Suite 204
Tampa, Florida 33609

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QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made and entered into this 23 day of September, 2015, between DOROTHY ROGERS (a/k/a DOROTHY SKIRPAN RENO) by her attorney-in-fact, MATTHEW GROELINGER ("Grantor") and SKIRPAN PROPERTIES, LLC, a Florida Limited Liability Company ("Grantee"), whose post office address is 7813 Fleetwood Drive, Milton, Florida 32750. (Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations, partnerships and other entities.)

WITNESSETH:

That Grantor, for and in valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest, claim and demand which the Grantor has, if any, in and to the following described lot, piece or parcel of land, situate, lying and being in Santa Rosa County, Florida, to-wit:

The South 35 feet of the following description:

Commence at the NW corner of Section 7, Township 2 N, Range 27 W, FCM 4" x 4"; thence South 87 degrees 55' 07" E, 3841.08 feet to Point of Beginning (according to surveyors O.M. Carter, St. Regis Survey Team (03-25-82) and L.E. Shontz (06-25-03). Begin at the NW corner of the NE Quarter of the NE Quarter of Section 7, Township 2 North, Range 27 West, Santa Rosa County Florida; thence South 01 degrees 49' 11" W, along West line of said NE Quarter of NE Quarter of Section 7, Township 2 North, Range 27 West, a distance of 464.36 feet to the West right-of-way of State Road 191 N (Munson Highway) 635.13 feet to the Point of Curvature, N 30 degrees 43' 27" E, a distance of 374.65 feet; thence

This instrument was prepared from information furnished by the parties hereto. Title research or other assurance of title was neither requested from nor performed or given by the preparer of this instrument.



IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first written above.

Signed, sealed and delivered
in the presence

Tammy Caylor
(Print Name) Tammy Caylor

Jerry Saterfield
(Print Name) Jerry Saterfield

Matthew Groelinger trustee
MATTHEW GROELINGER, as Trustee
of the DOROTHY ROGERS LIVING
TRUST dated September 10, 2003
7813 Fleetwood Drive
Milton, Florida 32750
M. Groelinger

STATE OF FLORIDA
COUNTY OF _____

Matthew Groelinger as
POA

THE FOREGOING INSTRUMENT was acknowledged before me this 23rd day of September, 2015, by MATTHEW GROELINGER, as Trustee of the DOROTHY ROGERS LIVING TRUST dated September 10, 2003 who is personally known to me, or who produced FL DL as identification.

Tammy G. Caylor
Notary Public, State of Florida

(Print or Type Notary Name)
Commission (Serial Number): _____
My commission expires: _____



OFFENSE REPORT
SRSO15OFF009237

SANTA ROSA COUNTY SHERIFFS OFFICE
Printed On: 10/23/2015@ 14:16

Offense Number Offense Description CAD Incident No
SRSO15OFF009237 **71-0 THEFT: GRAND** **SRSO15CAD109013**

Range of 10/19/2015 00:00 Reported Arrived Completed
Occurrence 10/21/2015 19:42 10/21/2015 19:42 10/21/2015 19:45 10/21/2015 22:40

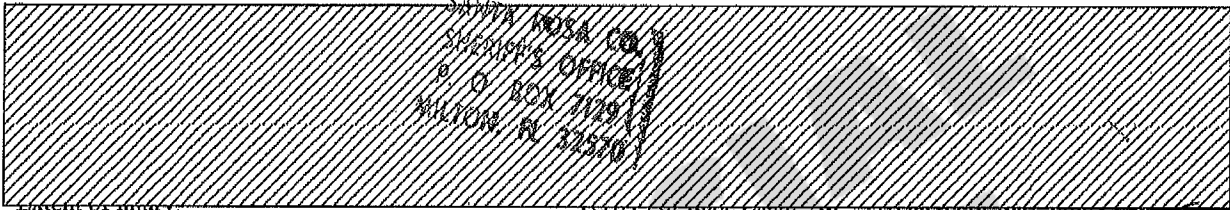
ADDRESS OF OCCURRENCE

No. Di Street A/L City ST Zip
7813 FLEETWOOD DR MILTON FL 32570

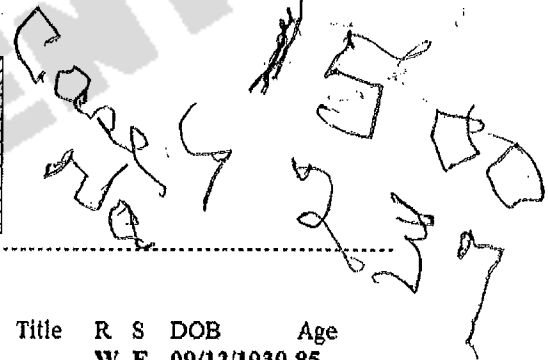
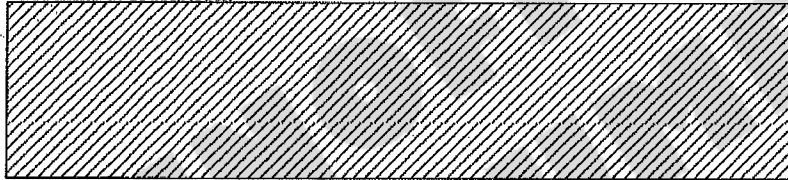
(GEO) (Latitude / Longitude)
4 - 04 - CNTY - 30.70424 / -86.9925

PERSONS

[S /SUSPECT] MNI ID: SRSO12MNI001601



General Appearance:
Demeanor:
Clothing:
Clothing Description:



[V /VICTIM] MNI ID: SRSO99MNI000716

Last	First	Middle	Title	R	S	DOB	Age
ROGERS	DOROTHY	JEAN		W	F	09/12/1930	85
Hgt	Wgt	Eyes	Hair	I.D. No.	St	Type	Ethnicity:
5'03"	160	BRO	GRY		FL	E	Unknown

Residence: Within jurisdiction

Victim/Offender Relationship: Offender Known To Victim: No
Extent of Injury: Verify For Rape Exam: No Treated For Rape Injury: No

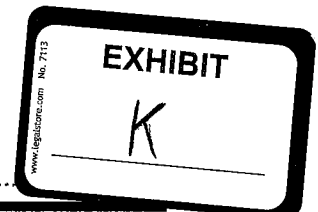
General Appearance:
Demeanor:
Clothing:
Clothing Description:
Probable Destination:

Birth Location: County: SANTA ROSA CO State: FL
Address:

7813 FLEETWOOD DR MILTON FL 32570 Phone: (850)626-8973

Occupation:

Business: TRAILER PARK, Job Title: MANAGER, Phone: (850)626-8973



CHARGES/OFFENSES

OFFENSE REPORT
SRSO15OFF009237

SANTA ROSA COUNTY SHERIFFS OFFICE

Printed On: 10/23/2015@ 14:16

Statute: 812.014.2c1

Counts : 1

UCR: 230G

NCIC :

Charge : **LARC**
 Desc : **GRAND THEFT 300 LESS THAN 5K DOLS**
 General Offense Code... (GOC) : **N Not Applicable**
 Arrest Charge Level.....(ACL) : **F Felony**
 Arrest Charge Degree...(ACD) : **T Third Degree**
 Arrest Offense Number.(AON) : **2399**

Weapon
 Location Category **Residence**
 Location Type **Victim's residence**
 Location Description
 Location Status **Inhabited**
 Number of Premises Burglarized **0**
 Target **- Safe/Box**
 Entry Method **- No Force**
 Point of Entry (POE)
 POE Visible From
 Point of Exit
 Suspect Actions **- Took Items**
 Circumstances
 Weather **- Unknown**
 Lighting Condition **Unknown**
 Security Used
 Crime Scene? : **No**
 If NO, Explain :
 Crime Scene Officer:
 Physical Evidence Collected: **0**

SANTA ROSA CO.
 SHERIFF'S OFFICE
 P. O. BOX 7129
 MILTON, FL 32570

PROPERTY ITEMS [S]=Stolen [*]=Stolen/Recovered [M]=Missing [L]=Lost [D]=Damaged/Destroyed
 [F]=Found [Z]=Seized [C]=Counterfeited/Forged [U]=Unknown

Code Article	Model No.	Brand	Value
E MISCELLANEOUS ITEM			\$0.00
Description			Quantity
GREY MONEY BOX			1
NCIC Code	Serial No.	Owner Applied Number	Receipt Number

Code Article	Model No.	Brand	Value
S CURRENCY/COIN			\$3,000.00
Description			Quantity
US CURRENCY/ UNKNOWN DENOMIATIONS IN CASH			1
NCIC Code	Serial No.	Owner Applied Number	Receipt Number

Code Article	Model No.	Brand	Value
E PHOTOS/NEG.			\$0.00
Description			Quantity
PHOTO CD			1
NCIC Code	Serial No.	Owner Applied Number	Receipt Number

OFFENSE REPORT
SRSO15OFF009237

SANTA ROSA COUNTY SHERIFFS OFFICE

Printed On: 10/23/2015@ 14:16

TOTALS - S: \$3,000.00 * : \$0.00 M: \$0.00 L: \$0.00
D: \$0.00 F: \$0.00 Z: \$0.00

< NARRATIVE >

DATE	TIME	TYPE	OFFICER REPORTING	CALL #	REP TAKER	EDIT DATE	EDIT TIME
10/21/2015	23:07	INITIAL	NEFF, FORREST TAYTE	189	FNEFF	10/22/2015	22:52
Status: APPROVED		RICKMON, JASON ROGER		10/22/2015	22:52		

CAD INCIDENT DISPOSITION CODE: [71-0] [J] [] []

On 10/21/15 I was dispatched to 7813 Fleetwood Dr in reference to a theft complaint. Upon my arrival I spoke with Dorothy Rogers who stated the following:

Dorothy was Baker Acted on Monday 10/19/15. Before Dorothy left in the ambulance she gave her neighbor her keys so they could come get her from the hospital. Not long after Dorothy left [REDACTED] and an unknown John subject went to the neighbors residence and asked for Dorothy's keys. [REDACTED] and John then drove off in Dorothy's vehicle. On 10/21/15 at approximately 1900 hours, Dorothy returned home and could not get into her residence due to the door being locked. Dorothy had to break her front window in order to gain entry to her residence. When Dorothy got inside she noticed all of her drawers had been gone through and the house was in complete disarray. She also observed her locking money box (which is usually hidden under clothes in her utility room) was open and on the floor between the kitchen and utility room. The money box had approximately \$3,000.00 in it which is now missing.

[REDACTED] had power of attorney over Dorothy up until 08/31/15 when Dorothy signed a paper revoking her power of her attorney. A copy of the revoked power of attorney will be submitted into Records.

Pictures were taken of the scene and will be placed onto a photo CD. The CD will be turned into Evidence.

Dorothy completed a sworn witness statement which will be submitted into Records. Scott Haines transcribed her statement due to the handwriting not being legible.

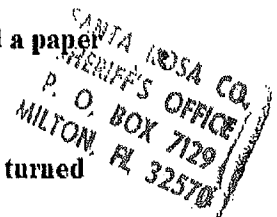
With Dorothy's permission, I took possession of the money box which will be submitted into Evidence to be fingerprinted. Due to [REDACTED] previously living at the residence, I was unable to process any other part of the scene. [REDACTED] never had permission, at any point in time, to handle the money box nor the contents it contained. Dorothy advised [REDACTED] had no reason to mess with the box.

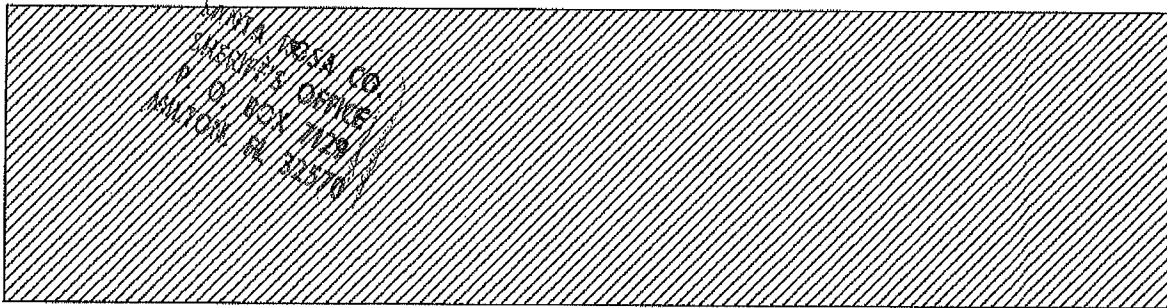
The only thing that was taken was the \$3,000.00 and all of Dorothy's mobile home titles.

No further information at this time.

I request this case be forwarded to Investigations for follow up.

This occurred in Santa Rosa County, FL.





< END OF NARRATIVE >

Offense Status Active	No -- Cleared # Clearances 0	Reporting Officer 189 NEFF, FORREST TAYTE SHF/CHF/MAJ/OPS/PATROL/D4
Warr./Arr. No.	Clearance Date Clearance Type Except. Clear. Type Age Classification	*Forward for Approval / Followup To : SHF/CHF/MAJ/OPS/PATROL/D4/INV
Supervisor PATRICK MIRANDA VEGA	APPROVED	Case Screening Supv.
Date 10/23/2015	Time 09:22	Investigator
Yes No	Concur PtlF/U InvF/U	No No No
Yes No		Date Time
Report Last Modified 10/23/2015 09:22		