

**DURABLE GENERAL POWER OF ATTORNEY FOR PROPERTY  
OF  
SALLY A. ABBOTT**

I, SALLY A. ABBOTT, as Principal, of Naples, Florida, created this Durable General Power of Attorney under the Florida Power of Attorney Act (Florida Statutes Ch. 709).

**ARTICLE I  
Attorney-in-Fact and Agent**

**A. Appointment of Attorney-in-Fact and Agent.** I hereby appoint my friend, DANIEL A. SERTICH ("DAN") of Munster, Indiana, as my Attorney-in-Fact and Agent for me and in my name, place and stead, and on my behalf, and for my benefit. If DAN shall fail or cease to serve for any reason, I appoint my nephew, WILLIAM R. PRICE ("RANDY") of Scottsboro, Alabama, as my Attorney-in-Fact and Agent for me and in my name, place and stead, and on my behalf, and for my benefit. If RANDY shall fail or cease to serve for any reason, I appoint RANDY's spouse, BRENDA PRICE of Scottsboro, Alabama, as my Attorney-in-Fact and Agent for me and in my name, place and stead, and on my behalf, and for my benefit (hereinafter my "Agent").

**B. Duties.** My Agent shall act in a fiduciary capacity, in good faith, only within the scope of authority hereunder, with the care, competence and diligence ordinarily exercised by agents under a power of attorney in similar circumstances. My Agent shall not act in a manner that is contrary to my best interest, except as provided in Section 709.2202, Florida Statutes.

**C. Compensation.** My Agent shall be entitled to reasonable compensation for services rendered hereunder.

**D. Reimbursement of Expenses.** My Agent shall be entitled to reimbursement for any out-of-pocket expenditures, with interest as appropriate, made or incurred in the proper conduct of my Agent's duties under this instrument.

**E. Agent's Resignation.** If my Agent desires to resign as my Agent, and I am competent, my Agent shall make his or her wishes known in a written instrument that shall be signed by my Agent, delivered to both me and my successor agent, if any, and attached to this instrument. If I am incapacitated at the time of such resignation, my Agent shall make his or her wishes known in a written instrument that shall be signed by my Agent, delivered to my successor agent, if any, my guardian, if any, and the trustee, then serving, of each inter vivos trust created by me for my benefit, if any, and attached to this instrument. In the case of the resignation of a successor agent not currently serving as agent, such written notice of resignation shall be delivered to me, if competent, and my Agent and attached to this instrument.

**F. Release of Liability for Successors.** No successor agent shall be personally liable for any act or failure to act of any predecessor agent or shall have any duty to review the conduct or decisions of any predecessor agent, except with respect to a breach of fiduciary duty committed by a predecessor agent that such successor agent participated in or concealed. A successor agent may accept the account rendered and the property delivered to the successor agent by or on behalf of the predecessor agent as a full and complete discharge of the

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predecessor agent without incurring any liability or responsibility for so doing, and shall not have any duty to institute any proceeding against a predecessor Agent, or to file any claim against a predecessor's estate, for any of the predecessor agent's actions or omissions as agent. If a successor agent has actual knowledge of a breach of fiduciary duty by a predecessor agent, such successor agent must take any action reasonably appropriate under the circumstances to safeguard my best interests.

**G. Incapacitated Agent.** My Agent shall cease to serve upon becoming incapacitated. My Agent shall be deemed to be "incapacitated" if I or another then-serving Agent or, if there is none, the next successor agent receives written certification that the examined individual is physically or mentally incapable of managing my personal financial affairs, whether or not there is an adjudication of incapacity. This certification shall be valid only if it is signed by a licensed physician who has personally examined my Agent. This certification need not indicate any cause for the incapacity of my Agent. No person is liable to anyone for actions taken in reliance on the certifications under this paragraph or for dealing with my Agent other than the one removed for incapacity based on these certifications.

**H. Delivery of Records and Property.** If my Agent is removed, resigns or otherwise ceases to act as Agent hereunder, my Agent shall deliver all records and property in my Agent's possession with respect to such Agent's service hereunder to any other Agent acting for me pursuant to a power of attorney or, if no other Agent is then so acting, to a successor agent that I have named to act for me pursuant to a power of attorney, or any other person entitled to the records or property, within a reasonable amount of time after my Agent ceases to act, and unless another person is then entitled to the records and property, my Agent who ceases to act shall continue to have all of the duties of an Agent and the powers necessary to protect the records and property until delivered as provided herein.

## ARTICLE II Grant of General Authority

Except as otherwise provided in the Florida Power of Attorney Act (Florida Statutes Ch. 709), I grant to my Agent full power and authority, without prior court approval, to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted. My Agent shall exercise all powers in a fiduciary capacity in good faith, as a prudent person would using reasonable care, skill and caution.

**A. Banking.** My Attorney may conduct banking transactions as provided in Section 709.2208(1), Florida Statutes, and access any safe deposit box rented by me alone or with any other person or persons, wheresoever located, and/or to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and to terminate any and all contracts for such boxes; and to contract with any institution for the maintenance of a safe deposit box in my name.

**B. Investments.** My Agent may conduct investment transactions as provided in Section 709.2208(2), Florida Statutes, including but not limited to, the power to open and also to

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continue in my name or otherwise any account in any brokerage firm, bank or trust company or with any private bankers, and to manage and control such account and to authorize and direct any such firm, bank, trust company or private bankers to buy, sell or hold securities or commodities for my account or otherwise.

**C. Real Property.** My Agent may do any act with respect to my real property, including Florida homestead property, whether now owned or hereafter acquired, including, but not limited to, possess, accept, acquire, exchange, partition, dispose of or encumber any real property or any right or interest therein, upon such terms and conditions, and under such covenants, as my Agent shall deem proper, lease, insure, repair, improve, alter, raze, maintain or otherwise manage and in any way or manner deal with any or all of my real property; join with other persons with whom I own such property jointly in any transaction regarding that property; remove persons from, and recover possession of my real property; and expend funds to carry out any of the foregoing.

**D. Mortgages.** My Agent may negotiate for the extension, renewal or replacement of any mortgage affecting any property now or hereafter owned by me, including Florida homestead property, which replacement, without limiting the generality of the foregoing, may be by a bond and mortgage or bonds and mortgages for an amount in excess of or less than the amount of the then existing mortgages thereon. My Agent may release from any mortgage, now or hereafter owned by me, any portion of the premises covered thereby, and any such release may be for a nominal consideration. My Agent may discharge any mortgage or other lien or any part thereof, now or hereafter existing, upon any property, real or personal, including Florida homestead property, now or hereafter owned by me.

**E. Intangible Personal Property.** My Agent may do any act with respect to my intangible personal property, whether now owned or hereafter acquired, including, but not limited to, execute, acknowledge, deliver and possess such contracts, agreements, leases, including oil, gas and mineral leases, mortgages, notes and other evidences of debt, assignments, insurance policies, documents of title, bills, bonds, stock certificates, proxies, warrants, commercial paper, receipts, releases and satisfaction of debts and obligations and division orders, assurances and documents of any governmental agency or entity of the United States of America or any state thereof, and such other written instruments of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.

**F. Tangible Personal Property.** My Agent may do any act with respect to my tangible personal property, whether now owned or hereafter acquired, including, but not limited to, possess, accept, acquire, exchange, dispose of or encumber any tangible personal property or any right or interest therein, upon such terms and conditions, and under such covenants, as my Agent shall deem proper; lease, insure, repair, improve, alter, maintain or otherwise manage and in any way or manner deal with any or all of my tangible personal property; join with other persons with whom I own such property jointly in any transaction regarding that property; recover possession of my tangible personal property; and expend funds to carry out any of the foregoing.

**G. Motor Vehicles, Marine Vessels, and Aircraft.** My Agent may apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup,

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van, motorcycle or other motor vehicle, marine vessel of any type including personal watercraft, and aircraft, to represent in such transfer assignment that the title to said motor vehicle, marine vessel or aircraft is free and clear of all liens and encumbrances, except those specifically set forth in such transfer assignment; to represent me before any governmental body such as the Coast Guard, FAA, and other agencies having jurisdiction over said vehicle, vessel, or aircraft.

**H. Collection and Payment.** My Agent may forgive, request, demand, sue for, recover, collect, receive, hold all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same.

**I. Business.** My Agent may transact any lawful business, including, but not limited to, forming any kind of entity and making changes of any character, in the style or form of the ownership or the conduct of any business; changing the governing jurisdiction under which an entity is operated; paying business expenses, even if the business is in financial trouble; collecting all amounts which are now payable to me or paying all obligations which are payable by me individually or pursuant to any interest I may have in any kind of entity; entering into or changing ownership agreements or buy-sell agreements; liquidating or reorganizing any entity; voting or exercising, in person or by proxy, all rights and options concerning any interest in an entity; and contracting with any person or entity for any purpose, or modifying or terminating any such contract.

**J. Stock Powers.** My Agent may execute stock powers or similar documents on my behalf and delegate to transfer agents or similar persons the authority to register any stock, bonds or other securities either into or out of my name.

**K. Right to Act as Shareholder.** My Agent may attend any and all meetings of stockholders or members of any corporation or association wherein I may now or hereafter be interested, and to vote in my name on all questions that may be submitted to such meetings or to grant any proxy, discretionary or otherwise, in connection with any stock now or hereafter owned by me; to deposit and surrender any shares of stock and any bonds, notes, debentures and other evidences of indebtedness, whether or not of the same kind, now or hereafter owned by me, under any plan or plans of corporate reorganization, amalgamation, consolidation, merger, substitution or other corporate action, whether or not of the same kind, and to join in or become a party in my name or otherwise to any agreement, reorganization, amalgamation, consolidation, merger, substitution or other corporate action, whether or not of the same kind, in connection with such stocks, bonds, notes, debentures and other evidences of indebtedness, whether or not of the same kind, and to accept new securities which may be allotted to me thereunder in

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exchange for such surrendered securities, and to pay any and all assessments and penalties which may be imposed upon such securities.

**L. Debts.** My Agent may pay all sums of money at any time or times that I may be legally obligated to pay, whether pursuant to an obligation incurred by me, or for me by any Agent legally authorized to act on my behalf pursuant to a power of attorney.

**M. Legal Remedies.** My Agent may initiate, defend, continue, arbitrate, mediate, settle and dispose of, all legal, equitable or administrative proceedings, or otherwise engage in litigation, in connection with the exercise of the powers herein contained, including for the recovery of any and all sums of money or payments due or to become due to me; collect any judgments recovered by me and execute releases and satisfactions of same; and engage in any proceedings under the Bankruptcy Act, or under any law of any state or territory of the United States.

**N. Privileged Records.** My Agent may demand, obtain, review, and release to others medical records or other documents protected by the patient-physician privilege, attorney-client privilege or any similar privilege.

**O. Borrowing.** My Agent may borrow any sum of money on such terms and with such security as my Agent may deem fit, and may guarantee any loan made to a trust created by me or in which I have a beneficial interest or any entity in which I or any trust created by me or in which I have a beneficial interest shall own, directly or indirectly, an interest, and for that purpose, execute any evidence of indebtedness and any security agreements, and provide such information and documentation as may be necessary in conjunction therewith; provided, however, that my Agent shall not be personally liable for any such loan or guarantee, and such loan or guarantee shall be payable only out of my assets.

**P. Sign Documents and Incur Costs.** My Agent may sign, execute, endorse, seal, acknowledge, deliver and file or record instruments and documents, including but not limited to, contracts, agreements, and conveyances of real and personal property, instruments granting and perfecting security instruments and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions and certificates; in addition, any agent of mine who has the authority to incur costs on my behalf may render the bills for such costs to any agent of mine who has been granted the authority to pay such costs or to any trustee of any revocable living trust of mine, or guardian, committee or conservator who has authority to pay such costs, and I request that such costs be promptly paid, and any recipient thereof shall promptly pay such costs.

**Q. Employees and Service Providers.** My Agent may engage and disengage (with or without cause), any agents, counsel, accountants, financial service or other professionals, and may employ and dismiss (with or without cause) any person or persons and provide to the persons to be so engaged or employed such salaries, wages or other remunerations as my Agent shall deem fit; and employ and compensate any investment management service, financial institution, or similar organization to advise my Agent and to handle all investments and to render all accountings of funds held on my behalf under custodial, agency, or other agreements.

**R. Tax Powers.** My Agent may represent me in all tax matters; to prepare, sign and file Federal, state, and/or local income, gift and other tax returns of all kinds, including, where appropriate, joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time to file returns and/or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts, including the tax court regarding tax matters, and any and all other tax related documents, including but not limited to consents and agreements under Section 2032A of the Internal Revenue Code, as may be amended from time to time (hereinafter the "Code"), and consents to split gifts, closing agreements and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or any local taxing authority; to exercise any elections I may have under Federal, state or local tax law; to allocate any generation-skipping tax exemption to which I am entitled, and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods before all officers of the Internal Revenue Service and state and local authorities and in any and all courts; to engage, compensate, and discharge attorneys, accountants and other tax and financial advisors and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have an interest or responsibility; and on my behalf to execute IRS Form 2848 and appoint my Agent or any suitable person selected by my Agent as my representative before the Internal Revenue Service.

**S. Insurance.** My Agent may purchase, maintain, surrender, collect, or cancel (1) life insurance or annuities of any kind on my life or the life of anyone in whom I have an insurable interest, (2) liability insurance protecting me and my estate against third party claims, (3) hospital insurance, medical insurance, medical supplement insurance, custodial care insurance, and disability income insurance for me or any of my dependents, and (4) casualty insurance insuring assets of mine against loss or damage due to fire, theft, or other commonly insured risks; to pay all insurance premiums, to select any options under such policies, to increase coverage under any policy, to borrow against any such policy, to pursue all insurance claims on my behalf to adjust insurance losses; and the foregoing power shall apply to public and private plans including, but not limited to, Medicare, Medicaid, SSI and Workers Compensation. My Agent may decrease coverage under or cancel any of the policies described herein; to receive and make such disposition of the cash value upon termination of any such policy as my agent shall deem appropriate.

**T. Nominate Conservator or Guardian.** My Agent may nominate and/or petition for the appointment of my Agent or any person my Agent shall deem appropriate, except to the extent I have named a preneed guardian, as primary, successor or alternate guardian, guardian ad litem or conservator or to any fiduciary office (all of such offices of guardian, et al., being hereinafter referred to as "Personal Representative") representing me or any interests of mine or any person for whom I may have a right or duty to nominate or petition for such appointment, except in the case I have declared a named preneed guardian; to grant to any such Personal Representative all of the powers under applicable law that I am permitted to grant; to waive any bond requirement for such Personal Representative that I am permitted to waive; to file with the

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appropriate court any declaration of preneed guardian I have executed for my benefit or for the benefit of others.

U. **Tuition Plans.** My Agent may apply for, fund, modify, withdraw from, or terminate a qualified tuition plan authorized under Code Sec. 529 for any qualified person, including the right to combine accounts, to transfer an account from one state to another, to redirect the investment of an account (to the extent permitted by law), or to change the designated beneficiary of a plan.

V. **Standard of Living.** My Agent may do all acts necessary to ensure that the best possible care and support are provided to me (and my spouse, if I am married) to meet all lifetime needs and to maintain my (and my spouse's, if I am married) current lifestyle, including, but not limited to, engaging the services of any individuals or organizations to provide for my (and my spouse's, if I am married) personal care and comfort, holding and maintaining any real property used by me as a personal residence for my use and benefit and the use and benefit of my immediate family and paying all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of household employees (including, but not limited to, independent contractors) and other expenses incident to the running of a household for my benefit and, if I am married, the benefit of and my spouse.

W. **Government Benefits.** My Agent may utilize all lawful means and methods to recover such assets and/or rights, qualify me for such benefits and claim such benefits on my behalf, such as, but not limited to, Medicaid, Supplemental Security Income, Social Security Disability and food stamps; to execute an irrevocable income-only trust pursuant to 42 U.S.C. § 1396(d)(4)(B) (with or without my Agent serving as trustee) and fund same with all or a part of my income from any source, in compliance with Medicaid laws and rules, should I qualify for Medicaid benefits but for my excess income should I become institutionalized in a nursing home so as to qualify me for Medicaid benefit. The authority herein granted shall include, but not be limited to, converting my assets into assets that do not disqualify me from receiving such benefits or divesting me of such assets. Such divestment includes, but is not limited to, creating, negotiating and executing a personal services contract under which I am fairly compensated in support of services in exchange for such divested assets, and my Agent may be the service provider. In any divestment action or asset conversions, I direct that my Agent, to the extent reasonably possible, avoid disrupting the dispositive provisions of any estate plan of mine known to my Agent, whether or not such estate plan is embodied in a will, a trust, non-probate property, or otherwise. If it is necessary to disrupt such plan, then my Agent is directed to use my Agent's best efforts to restore such plan as and when the opportunity to do so is available to my Agent. If a transfer of cash by my Agent is made to a pecuniary legatee under my will, my Agent shall ensure that such transfer is deemed a satisfaction of such legacy, pro tanto.

X. **Exercise Elective Share Rights.** My Agent may elect to take against any will and conveyances of my deceased spouse and/or any other person, if appropriate, to retain any property which I have the right to elect to retain; to file petitions pertaining to the election, including petitions to extend the time for electing and petitions for orders, decrees and judgments; and to take all other actions that my Agent shall deem appropriate in order to

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effectuate the election; provided, however, that if any such actions by my Agent require the approval of any court, my Agent is authorized to seek such approval.

Y. **Digital Assets.** My Agent may have access, use and control of my digital devices, including, but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops for the purpose of accessing, modifying, deleting, controlling or transferring my digital assets. In that regard, my attorney-in-fact may access, modify, delete, control and transfer my digital assets, including, but not limited to, my e-mails received, e-mail accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, domain registration, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts and similar digital items which currently exist or may exist as technology develops or such comparable items as technology develops. My attorney-in-fact is also entitled to acquire, use and control my passwords and password list, as they exist now and in the future.

Z. **Miscellaneous.** My Agent may open, read, respond to and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds, to take and give or deny custody of all of my important documents, including but not limited to, my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities, and to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, any interest of mine or to any person for whom I am responsible; to house or provide for housing, support and maintenance of any animals or other living creatures that I may own and to contract for and pay the expenses of their proper veterinary care and treatment; and if the care and maintenance of such animals or other living creatures shall become unreasonably expensive or burdensome in my agent's opinion, to irrevocably transfer such animals to some person or persons willing to care for and maintain them.

## ARTICLE III Grant of Specific Authority

The following powers may have a significant effect on my estate plan and pursuant to Section 709.2202, Florida Statutes, require additional formalities. By initialing the space adjacent to the respective special powers below, I grant my Agent the authority stated in such paragraph. If I did not place my initials next to the respective special power, then my Agent is not granted the authority stated in such paragraph.

A. **Change of Beneficiaries for Insurance and Annuities.** *Initial below to grant authority to Agent:*

My Agent may designate and change beneficiaries of insurance policies insuring my life and beneficiaries under any annuity contract in which I have an interest.



**R: Disclaim Property.** *Initial below to grant authority to Agent:*

My Agent may disclaim under applicable state law any interest in, or power over (including a power of appointment), property, whenever created, including, but not limited to, any interest in or power over property that I may otherwise receive by gift, inheritance or survivorship upon the death of another.

**C: Retirement Plans.** *Initial below to grant authority to Agent:*

My Agent may act with respect to any retirement plans, including, but not limited to, individual retirement accounts, pension plans, profit sharing plans, 401(k) plans, and any other type of plan, trust, or account now or hereafter authorized by law or agreement concerning retirement, savings, incentive, or other employment or self-employment compensation arrangement and make any election or take any action with respect thereto, including, but not limited to, contributing to, withdrawing from, investing and reinvesting the assets of, and changing the beneficiary designations of, such plans, trusts or accounts.

**D: Dispositions Effective at Death.** *Initial below to grant authority to Agent:*

My Agent may create or change rights of survivorship in, or any beneficiary designation on, any of my property, including Florida homestead property, which I now own or hereafter acquire.

**E: Gifts to Spouse.** *Initial below to grant authority to Agent:*

During any time that I am married, my Agent may make gifts, including by the exercise of a presently exercisable general power of appointment, to my spouse, for any purpose, in any amount, provided that gifts to my Agent may only be made for my Agent's health, education, maintenance or support.

**F: Gifts to Charity.** *Initial below to grant authority to Agent:*

My Agent may make gifts, including by the exercise of a presently exercisable general power of appointment, to any charitable organization, the gifts to which qualify for the Federal income or gift tax charitable deduction under Code Sec. 170 or 2522, in any amount, but after due consideration of any limitations (including carryovers of excess contributions) thereon and the effect that gifts of appreciated property may have upon the alternative minimum tax, as provided for under Part VI of Subchapter A of Chapter 1 of Subtitle A of the Code.

**G: Gifts to Individuals.** *Initial Option 1 or Option 2 below to grant authority to Agent:*

Option 1 - Gifts to Any Person (Not Limited by Annual Exclusion). My Agent may make gifts, including by the exercise of a presently exercisable general power of appointment, in any amount to any person, including my Agent, and may consent with my spouse, if I am married, to such gifts pursuant to Code Sec. 2513, provided that only gifts to or for the benefit of my descendants may exceed the amount of my gift tax annual exclusion under

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Code Sec. 2503(b) (or twice that amount if my spouse agrees to consent to a split gift pursuant to Code Sec. 2513), and provided further that gifts to my Agent may be made only for my Agent's health, education, maintenance or support.

[ ] Option 2 - Gifts to my Descendants (Limited by Annual Exclusion). My Agent may make gifts, including by the exercise of a presently exercisable general power of appointment, to any one or more of my descendants, and may consent with my spouse, if I am married, to such gifts pursuant to Code Sec. 2513, in amounts not to exceed the amount of my gift tax annual exclusion under Code Sec. 2503(b) (or twice that amount if my spouse agrees to consent to a split gift pursuant to Code Sec. 2513), provided that my Agent may make unlimited gifts to my descendants for those expenditures described in Code Sec. 2503(e).

H. **Trusts.** *Initial Option 1 or Option 2 below to grant authority to Agent:*

[ ] Option 1 - Create, Amend, Terminate and Fund Trusts. My Agent may create an inter vivos trust, (including an Income Trust pursuant to 42 USC §1396(d)(4)(B) in order to qualify me for Medicaid or any other public assistance benefits) and, with respect to a trust created by me or on my behalf, amend, modify, revoke or terminate any trust, to the extent the trust instrument explicitly permits such act by my Agent, transfer any or all of my property, including Florida homestead property, that I now own or hereafter acquire into any trust, revocable or irrevocable, regardless of whether such trust was established by me and regardless of whether I am a beneficiary of such trust, provided that any such transfer which is a gift shall comply with the provisions concerning gifts above as if such transfer had been made directly to the beneficiary or beneficiaries of that trust, exercise any rights reserved or given to me as grantor of, or beneficiary under, any trust, and collect and receipt for any sums to which I am, or may be, entitled under any trust.

[ ] Option 2 - Fund Trusts Only. My Agent may transfer any or all of my property, including Florida homestead property, that I now own or hereafter acquire into any trust, revocable or irrevocable, created by me or on my behalf, provided that any such transfer which is a gift shall comply with the provisions concerning gifts above as if such transfer had been made directly to the beneficiary or beneficiaries of that trust, exercise any rights reserved or given to me as grantor of, or beneficiary under, any trust, and collect and receipt for any sums to which I am, or may be, entitled under any trust.

## ARTICLE IV Restrictions on Powers

Notwithstanding any provision herein to the contrary, my Agent:

A. **Life Insurance on Agent's Life.** Shall have no power or authority whatsoever with respect to any interest in or incidence of ownership in any policy of insurance I may own on the life of my Agent. Such incidence of ownership shall be exercised solely by my successor agent.

B. **Prior Transfers.** Shall have no power or authority whatsoever with respect to (1) any irrevocable trust created by my Agent as to which I am a trustee or a beneficiary, or (2) any asset given to me by my Agent.

C. **Benefits to Agent.** Shall be prohibited (except as specifically authorized in this instrument) from (1) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditor's of my Agent's estate; (2) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such disclaimed assets to pass directly or indirectly to my Agent or his or her estate, (3) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others (excluding those who I am legally obligated to support). Notwithstanding any provision herein to the contrary, my Agent may enter into transactions on my behalf in which that Agent is personally interested so long as my Agent acts in good faith and solely in my best interests.

D. **Delegation of Powers.** Shall have no power to delegate the powers or authority given as my Agent, except as follows: (1) to grant a transfer agent the authority to register securities in my name or in the name of a nominee; (2) for investment management purposes pursuant to Section 518.112, Florida Statutes; and (3) to any other person, as may be permitted under the law of another jurisdiction in which the instrument is presented.

E. **Foreign Accounts.** Notwithstanding any power granted to my Agent in this instrument, my Agent shall have no power over, or transact any business with respect to, an account in a foreign country, as defined in 31 CFR 1010.350(c) and 1010.350(d), unless my Agent expressly and specifically accepts such authority in writing.

## ARTICLE V

### Third Party Reliance

A. **Third Party Reliance.** Until a third party receives, as provided by statute, written notice of revocation, suspension, notice of a petition to determine incapacity, partial or complete termination, or death of the principal, third parties may rely upon representations of my Agent as to all matters relating to any power granted to my Agent, and no person who relies in good faith upon the representations of my Agent or the authority granted to my Agent shall incur any liability to me, my estate, my beneficiaries or joint owners, as a result of permitting my Agent to exercise any power. Every bank or other financial institution, insurance company, transfer agent, issuer, obligor, safe deposit box company, title insurance company or other person, firm or corporation to which this power of attorney or a photocopy hereof is presented is authorized to receive, honor and give effect to all instruments signed pursuant to the foregoing authority without inquiring as to the circumstances of their issuance or the disposition of the property delivered pursuant thereto. All acts done by my attorneys-in-fact pursuant to this power shall be binding upon me and my heirs, devisees, and personal representatives. Pursuant to Section 709.2120, Florida Statutes, a third party who improperly refuses to accept this power of attorney will be liable for damages, including reasonable attorney's fees and costs, incurred in any action that confirms the validity of this power of attorney or mandates the acceptance of it.

B. **Authorization to Release Information.** All persons from whom my Agent may request information regarding me, my personal or financial affairs, or any information which I am entitled to receive, including protected health information, are hereby authorized to provide such information to my Agent, without limitation, and are released from any legal liability to me, my estate, my heirs, my successors and assigns for complying with my Agent's request.

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Specifically, I authorize my Agent to execute on my behalf any and all documents needed to permit any health care provider to release information that might otherwise be protected by the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended from time to time, and my Agent shall be a personal representative (at all times during my lifetime and for two years after my death) under 45 CFR §164.502 (g). My Agent may also disclose such information to such persons as my Agent shall deem appropriate.

C. **Resort to Courts.** My Agent is authorized to seek on my behalf and at my expense: (1) a declaratory judgment from any court of competent jurisdiction interpreting the validity of this instrument and any of the acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument; (2) a mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation or other entity obligated to comply with instructions given by me; (3) actual and punitive damages against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

## ARTICLE VI General Provisions

A. **General Directions to Agent.** My Agent shall make every effort to involve me in decision-making regarding both financial matters and personal care. My Agent shall make every effort to determine my wishes and make decisions that conform to them. If I am unable to make my wishes known, my Agent shall make decisions that my Agent believes that I would make, bearing in mind that the least restrictive alternatives for living arrangements are desirable so that I may live with the greatest degree of dignity possible.

B. **Release of Liability for Agents.** No Agent shall be liable to anyone for anything done or not done by any other agent, except with respect to any breach of fiduciary duty that my Attorney participated in or concealed. An agent with actual knowledge of a breach or imminent breach of fiduciary duty by another agent must take any action reasonably appropriate under the circumstances to safeguard my best interests. My Agent is not required, and shall have no duty, to act hereunder, and if my Agent acts hereunder, the discretion given my Agent hereunder shall be absolute and uncontrolled and subject to correction by a court only if my Agent should act dishonestly, with improper motive, with reckless indifference to the purposes of this Durable General Power of Attorney, my estate plan, my interests or the interests of my beneficiaries, or in violation of specific provisions of this instrument. My Agent who acts in good faith is not liable to any beneficiary of my estate plan for failure to preserve the plan. Absent a breach of fiduciary duty, my Agent is not liable if the value of my property declines.

C. **Governing Law.** This instrument shall be governed by the laws of the State of Florida in all respects, including its validity, construction, interpretation and termination.

D. **Power to be Effective as to Property in Other Jurisdiction.** To the extent permitted by law, this Durable General Power of Attorney shall be applicable to all property of mine, real, personal, intangible, or mixed, wherever and in whatever state of the United States or

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foreign country the situs of such property is at any time located, and whether such property is now owned by me or hereafter acquired by me or for me by my Agent.

**E. Temporary Unavailability of Agent.** If my Agent is temporarily unavailable to serve due to short-term illness, vacation, or other circumstances which make it impossible or impractical for my Agent to serve as agent for a temporary period of time, then the power of my Agent shall pass to the successor agent for such temporary period of time. The temporary passage of powers from my Agent to the successor agent shall be described by my Agent in a writing bearing a notarial acknowledgment which specifies the time period during which the successor agent shall be authorized to act under this instrument. The powers of my Agent shall be restored to my Agent at the expiration of the time described in such writing.

**F. Separation or Divorce.** If my spouse or any of my spouse's relatives have been appointed my Agent or an alternate agent hereunder, and subsequent to the execution of this instrument my spouse and I are legally separated or divorced, or in the event that such divorce proceeding is pending, such legal separation, divorce, or pending action shall automatically and without notice remove my spouse and my spouse's relatives as agent or alternate agent.

**G. Disability of Principal.** This instrument is to be construed and interpreted as a Durable Power of Attorney in accordance with Chapter 709, Florida Statutes. This Durable Power of Attorney shall not be affected by the subsequent incapacity of the principal, except as provided by statute. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it limit or restrict, and is not to be construed or interpreted as limiting or restricting, the powers necessary for my Agent to carry out the powers herein granted to my Agent.

**H. Commencement and Duration.** The rights, powers, and authorities of my Agent herein granted shall commence and be in full force and effect from the date hereof and shall remain in full force and effect until revoked by me in writing, until my death, or I am adjudicated totally or partially incapacitated by a court of competent jurisdiction, unless the court determines that certain authority granted by this Durable General Power of Attorney is to remain exercisable by my Agent.

**I. Revocation and Amendment.** I hereby revoke all Durable Powers of Attorney heretofore granted by me as principal and terminate all agency relationships created thereunder, including those of all successor agents named therein, if any, except that 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 or granting access to a safe deposit box shall not be revoked, but shall continue in full force and effect. I retain the right to revoke or amend this instrument and to substitute other agents in place of those named. Amendments to this instrument shall be made in writing by me personally (not by the agent), and they shall be attached to the original of this instrument. If this instrument has been filed or recorded in the public records, then the instrument of revocation or amendment shall be filed or recorded in the same public records. A notice of revocation, partial or complete termination by adjudication of incapacity, suspension by initiation of proceedings to determine incapacity or death of principal is not effective until served pursuant to statute upon the attorney-in-fact or any third party relying upon this power of attorney.

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J. **Savings Clause.** Should any of the provisions of this Durable General Power of Attorney fail or be held ineffectual or invalid for any reason, it is my desire that no other portion or provision of this instrument be invalidated, impaired or affected thereby, but that this instrument be construed as if such invalid provision or direction had not been contained therein.

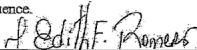
K. **Photocopies.** As provided in Section 709.2106, Florida Statutes, a photocopy or electronically transmitted copy of the original of this Durable General Power of Attorney shall have the same effect as the original.

L. **Captions.** The captions used in this Durable General Power of Attorney are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this instrument or the intent of any provision therein.

IN WITNESS WHEREOF, I, **SALLY A. ABBOTT**, have signed this Durable General Power of Attorney, this 12<sup>th</sup> day of December, 2019, and I have directed that photographic copies of this Durable General Power of Attorney be made, which shall have the same force and effect as an original.

  
\_\_\_\_\_  
**SALLY A. ABBOTT**  
Principal

We certify that the above instrument was on the date thereof signed and declared by **SALLY A. ABBOTT** as his Durable General Power of Attorney in our presence and that we, in his presence and in the presence of each other, have signed our names as witnesses thereto, believing **SALLY A. ABBOTT** to be of sound mind at the time of signing and under no undue influence.

  
\_\_\_\_\_  
Witness

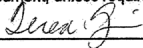
3420 Caloosa St  
Naples FL 34102  
Address of Witness

Melinda N. Otero  
\_\_\_\_\_  
Witness **MELINDA N. OTERO**

405 6<sup>th</sup> St. S.  
Naples, FL 34102  
Address of Witness

Prepared By: Sally A. Abbott

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Name 

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STATE OF FL )  
COUNTY OF Collier ) SS:

Before me, a Notary Public, the foregoing instrument was acknowledged this 12<sup>th</sup> day of December, 2019, by SALLY A. ABBOTT,  who is personally known to me, or \_\_\_\_\_ who has produced a driver's license as identification.



[Signature]  
Notary Public - State of \_\_\_\_\_

Kelly Saylor  
Print Name of Notary

LEXINGTON 90683-1 87515v1

Property of Lake County Recorder