

Instrument Prepared By:
Joan M. Wandrisco
13423 SW 111th Circle
Dunnellon, FL 34432-5601

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08/14/2024 10:40:00 AM
POA 1/10

DURABLE POWER OF ATTORNEY

I, **JOAN M. WANDRISCO s/k/a JOAN MARIE WANDRISCO s/w/a JOAN CAHILL WANDRISCO**, with an address of 13423 SW 111th Circle, Dunnellon, FL 34432-5601, make, constitute and nominate my daughter, **ELLEN MARIE ALEXIOU**, with an address of 3854 Whippoorwill Drive, SE, Hoover, AL 35244, as my agent. -

In the event **ELLEN MARIE ALEXIOU** should resign, decease or become incapacitated, is no longer qualified to serve, or declines to serve, then I appoint my son, **DAVID PAUL WANDRISCO**, whose address is 4665 Old Looney Mill Road, Birmingham, AL 35243, as my attorney-in-fact to succeed **ELLEN MARIE ALEXIOU**, for me, and in my name, place and stead and on my behalf, to do and perform for me anything of any character which I might do or perform for myself if personally present and acting.

It shall be conclusively presumed **ELLEN MARIE ALEXIOU** is no longer serving as my attorney-in-fact upon presentation to any person acting on this durable power of attorney of a death certificate issued for **ELLEN MARIE ALEXIOU**, a court order under Chapter 744, Florida Statute adjudicating **ELLEN MARIE ALEXIOU** mentally incapacitated, an affidavit acknowledged by a notary and executed by **ELLEN MARIE ALEXIOU** refusing to serve, or a letter from a physician indicating that **ELLEN MARIE ALEXIOU** is incapable of acting as my attorney-in-fact.

It shall be conclusively presumed **DAVID PAUL WANDRISCO** is no longer serving as my attorney-in-fact upon presentation to any person acting on this durable power of attorney of a death certificate issued for **DAVID PAUL WANDRISCO**, a court order under Chapter 744, Florida Statute adjudicating **DAVID PAUL WANDRISCO** mentally incapacitated, an affidavit acknowledged by a notary and executed by **DAVID PAUL WANDRISCO** refusing to serve, or a letter from a physician indicating that **DAVID PAUL WANDRISCO** is incapable of acting as my attorney-in-fact.

I hereby revoke all prior general powers of attorney executed by me. However, I do not hereby revoke any powers of attorney I have previously executed for a limited or specific purpose, or powers of attorney I have executed as part of a contract for the management of any bank or brokerage account, or powers of attorney to make medical decisions on my behalf. If I desire to revoke any such prior limited or specific power of attorney, I will execute a revocation specifically referring to the power of attorney to be revoked.

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

ARTICLE I

I hereby give and grant unto my said agent full power and authority to act for me in any lawful way with respect to the powers enumerated in Article II, and to the powers which I have initialed in Article III of this durable power of attorney.

ARTICLE II

My agent is authorized to act for me in my name, place and stead and may exercise any or all of the powers contained in this Article II.

2.1 Banking and Other Financial Institution Transactions. With regard to banking and other financial institution transactions, my agent shall have the authority to conduct banking transactions as provided in section 709.2208(1), Florida Statutes. In addition, my agent shall also have the authority to access information on any accounts that have been closed or terminated with any financial institution, and to access any safe deposit box I have with any financial institution.

2.2 Investment Transactions. With regard to stock and bond transactions, my agent shall have the authority to conduct investment transactions as provided in section 709.2208(2), Florida Statutes.

2.3 Real Property Transactions. With regard to real property transactions, my agent may exercise all of the following powers with regard to any real property I own: (1) convey or mortgage homestead property; (2) enter into any enhanced life estate (or "ladybird") deed transactions, including with my homestead real property and may terminate the same in accordance with the terms of such deed; (3) accept as a gift or as security for a loan or reject, demand, buy, lease, receive, or otherwise acquire an interest in real property or a right incident to real property; (4) sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease or sublet, or otherwise dispose of an estate or interest in real property or a right incident to real property; (5) release, assign, satisfy, and enforce by litigation, action, or otherwise a mortgage, deed of trust, encumbrance, lien, or other claim to real property that exists or is claimed to exist; (6) do any act of management or of conservation with respect to an interest in real property, or a right incident to real property, owned or claimed to be owned by me, including power to insure against a casualty, liability, or loss; obtain or regain possession or protect the interest or right by litigation, action, or otherwise; pay, compromise, or contest taxes or assessments or apply for and receive refunds in connection with them; and purchase supplies, hire assistance or labor, or make repairs or alterations in the real property; (7) use, develop, alter, replace, remove, erect, or install structures or other improvements on real property in which I have or claim to have an estate, interest, or right; (8) participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property, receive and hold shares of stock or obligations received in a plan or reorganization, and act with respect to the shares or obligations, including selling or otherwise disposing of the shares or obligations; exercising or selling an option, conversion, or similar right with respect to the shares or obligations; and voting the shares or obligations in person or by proxy; (9) change the form of title of an interest in or right incident to real property; and (10) dedicate easements or other real property in which I have or claim to have an interest to public use, with or without consideration.

2.4 Tangible Personal Property Transactions. With regard to tangible personal property transactions, my agent may exercise all of the following powers: (1) accept as a gift or as security for a loan, reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property; (2) sell, exchange, convey with or

without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, create a security interest in, pawn, grant options concerning, lease or sublet to others, or otherwise dispose of tangible personal property or an interest in tangible personal property; (3) release, assign, satisfy, or enforce by litigation, action, or otherwise a mortgage, security interest, encumbrance, lien, or other claim on my behalf, with respect to tangible personal property or an interest in tangible personal property; and (4) do an act of management or conservation with respect to tangible personal property or an interest in tangible personal property on my behalf, including insuring against casualty, liability, or loss; obtaining or regaining possession or protecting the property or interest by litigation, action, or otherwise; paying, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments; moving from place to place; storing for hire or on a gratuitous bailment; and using, altering, and making repairs or alterations.

2.5 Business Operation Transactions. With regard to business operation transactions, my agent may exercise all of the following powers: (1) operate, buy, sell, enlarge, reduce, or terminate a business interest; (2) to the extent that my agent is permitted by law, to perform a duty or discharge a liability or exercise a right, power, privilege, or option that I have, may have, or claim to have under a partnership agreement, whether or not I am a general or limited partner; (3) to the extent that my agent is permitted by law, to enforce the terms of a partnership agreement by litigation, action, or otherwise; (4) to the extent that my agent is permitted by law, to defend, submit to arbitration, settle, or compromise litigation or an action to which I am a party because of membership in the partnership; (5) exercise in person or by proxy or enforce by litigation, action, or otherwise a right, power, privilege, or option I have or claim to have as the holder of a bond, share, or other instrument of similar character and defend, submit to arbitration, settle, or compromise a legal proceeding to which I am a party because of a bond, share, or similar instrument; (6) with respect to any business owned solely by me, continue, modify, renegotiate, extend, and terminate a contract made with any individual or legal entity, firm, association, or corporation by or on my behalf with respect to the business before execution of the power of attorney; (7) with respect to any business owned solely by me, to determine the location of its operation; the nature and extent of its business; the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation; the amount and types of insurance carried; and the mode of engaging, compensating, and dealing with its accountants, attorneys, and other agents and employees; (8) with respect to any business owned solely by me, to change the name or form of organization under which the business is operated and enter into a partnership agreement with other persons or organize a corporation to take over all or part of the operation of the business; (9) with respect to any business owned solely by me, to demand and receive money due or claimed by me or on my behalf in the operation of the business and control and disburse the money in the operation of the business; (10) put additional capital into a business in which I have an interest; (11) join in a plan of reorganization, consolidation, or merger of the business; (12) sell or liquidate a business or part of it at the time and on the terms that my agent considers desirable; (13) establish the value of a business under a buy-out agreement to which I am a party; (14) prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business that are required by a governmental agency, department, or instrumentality or that my agent considers desirable and make related payments; and (15) pay, compromise or contest taxes or assessments and do any other act that my agent considers desirable to protect me from illegal or unnecessary taxation, fines, penalties, or assessments with respect to a business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

2.6 Insurance Transactions. With regard to insurance transactions, my agent may exercise all of the following powers: (1) continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract procured by or on my behalf that insures or provides an annuity to either me or another person, whether or not I am a beneficiary under the contract; (2) procure new, different,

or additional contracts of insurance and annuities for me or my spouse, children, and other dependents and select the amount, type of insurance or annuity, and mode of payment; (3) pay the premium or assessment on or modify, rescind, release, or terminate a contract of insurance or annuity procured by my agent; (4) apply for and receive a loan on the security of the contract of insurance or annuity; (5) surrender and receive the cash surrender value of a contract of insurance or annuity; (6) exercise an election; (7) change the manner of paying premiums; (8) change or convert the type of insurance contract or annuity with respect to which I have or claim to have a power described in this section; (9) apply for an procure government aid to guarantee or pay premiums of a contract of insurance on my life; (10) collect, sell, assign, hypothecate, borrow on, or pledge my interest in a contract of insurance or annuity; and (11) pay from proceeds or otherwise, compromise or contest, or apply for refunds in connection with a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing because of the tax or assessment.

2.7 Estate, Trust, and Other Beneficiary Transactions. With regard to estate, trust, and other beneficiary transactions, my agent may act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund from which I am, may become, or claim to be entitled, as a beneficiary, to a share or payment, including to: (1) accept, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund; (2) demand or obtain by litigation, action, or otherwise money or any other thing of value to which I am, may become, or claim to be entitled because of the fund; (3) initiate, participate in, or oppose a legal or judicial proceeding to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest; (4) initiate, participate in, or oppose a legal or judicial proceeding to remove, substitute, or surcharge a fiduciary; (5) conserve, invest, disburse, or use anything received for an authorized purpose; and (6) transfer all or part of my interest in real property, stocks, bonds, accounts with financial institutions, insurance, and other property to the trustee of a revocable trust created by me as Settlor.

2.8 Claims and Litigation. With regard to claims and litigation, my agent has the power to: (1) assert and prosecute before a court or administrative agency a claim, a claim for relief, a counterclaim, or an offset or defend against an individual, a legal entity, or a government, including suits to recover property or other thing of value, to recover damages sustained by me, to eliminate or modify tax liability, or to seek an injunction, specific performance, or other relief; (2) bring an action to determine adverse claims, intervene in an action or litigation, and act as amicus curiae; (3) in connection with an action or litigation, procure an attachment, garnishment, libel, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree; (4) in connection with an action or litigation, perform any lawful act I could perform, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial, and binding of me in litigation; (5) submit to arbitration, settle, and propose or accept a compromise with respect to a claim or litigation; (6) waive the issuance and service of process on me, accept service of process, appear for me, designate persons on whom process directed to me may be served, execute and file or deliver stipulations on my behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, or receive and execute and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation; (7) act for me with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, concerning me or some other person, with respect to a reorganization proceeding or a receivership or application for the appointment of a receiver or trustee that affects my interest in real or personal property or other thing of value; and (8) pay a judgment against me or a settlement made in connection with a claim or litigation and

receive and conserve money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

2.9 Personal and Family Maintenance. With regard to personal and family maintenance, my agent may exercise all of the following powers: (1) perform the acts necessary to maintain the customary standard of living of me, my spouse and children, and other individuals customarily or legally entitled to be supported by me, including providing living quarters by purchase, lease, or other contract, or paying the operating costs, including interest, amortization payments, repairs, and taxes on premises owned by me and occupied by those individuals; (2) provide for the individuals described by Subsection (1) of this section normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, and other current living costs; (3) pay necessary medical, dental, and surgical care, hospitalization, and custodial care for the individuals described by Subsection (1) of this section; (4) continue any provision made by me for the individuals described by Subsection (1) of this section, for automobiles or other means of transportation, including registering, licensing, insuring, and replacing the automobiles or other means of transportation; (5) maintain or open charge accounts for the convenience of the individuals described by Subsection (1) of this section and open new accounts that my agent considers desirable to accomplish a lawful purpose; and (6) continue payments incidental to my membership or affiliation in a church, club, society, order, or other organization or to continue contributions to those organizations.

2.10 Benefits From Certain Governmental Programs or Civil or Military Service. With regard to benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service, my agent has the power to: (1) execute vouchers in my name for allowances and reimbursements payable by the United States, a foreign government, or a state or subdivision of a state to me, including allowances and reimbursements for transportation of the individuals described by Section 2.09(1) of this durable power of attorney, and for shipment of their household effects; (2) take possession and order the removal and shipment of my property from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose; (3) prepare, file, and prosecute a claim to a benefit or assistance, financial or otherwise, to which I claim to be entitled under a statute or governmental regulation; (4) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive; and (5) receive the financial proceeds of a claim of the type described in this Section 2.10 of this durable power of attorney and conserve, invest, disburse, or use anything received for a lawful purpose.

2.11 Retirement Plan Transactions. With regard to retirement plan transactions, my agent may exercise all of the following powers: (1) apply for service or disability retirement benefits; (2) select payment options under any retirement plan in which I participate, including plans for self-employed individuals; (3) make voluntary contributions to retirement plans if authorized by the plan; (4) exercise the investment powers available under any self-directed retirement plan; (5) make "rollovers" of plan benefits into other retirement plans; (6) borrow from, sell assets to, and purchase assets from retirement plans if authorized by the plan; (7) waive my right to be a beneficiary of a joint or survivor annuity if I am an unemployed spouse; (8) receive, endorse, and cash payments from a retirement plan; (9) waive my right to receive all or a portion of benefits payable by a retirement plan; and (10) request and receive information relating to me and my retirement plan records.

2.12 Tax Matters. With regard to tax matters, my agent may exercise all of the following powers: (1) prepare, sign, and file federal, state, local, and foreign income, gift, payroll, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Section 2032A of the Internal Revenue Code of 1986, as amended, (the "Code"), closing agreements, and any power of attorney form required by the Internal Revenue Service or other taxing authority with respect to a tax year on which the statute of limitations has not run and 25 tax years following that tax year; (2) pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority; (3) exercise any election available to me under federal, state, local, or foreign tax law; (4) act for me in all tax matters for all periods before the Internal Revenue Service and any other taxing authority; and (5) represent me, and appoint an agent or agents to represent me, before the Internal Revenue Service or any State or other taxing authority by completing, signing, and submitting IRS Form 2848 or any other governmental form.

2.13 Existing and Foreign Interests. The powers described in Article II of this durable power of attorney may be exercised equally with respect to an interest I have at the time this durable power of attorney is executed or an interest which I acquire later, whether or not the interest is located in Florida and whether or not the powers are exercised or the durable power of attorney is executed in Florida.

ARTICLE III

My agent is authorized to perform the following specific acts for me if so indicated by my circling Yes and initialing:

Initial and Circle:

<i>Jma</i>	Yes ☒ No	Create and fund inter vivos trusts, both revocable and irrevocable.
<i>Jmu</i>	Yes ☒ No	With respect to a trust created by or on behalf of the principal, amend, modify, revoke, or terminate the trust, but only if the trust instrument explicitly provides for amendment, modification, revocation, or termination of Settlor's agent.
<i>Jmu</i>	Yes ☒ No	Make a gift, as provided in this document.
<i>Jmu</i>	Yes ☒ No	Create or change rights of survivorship.
<i>Jmu</i>	Yes ☒ No	Create or change a beneficiary designation.
<i>Jmu</i>	Yes ☒ No	Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.
<i>Jmu</i>	Yes ☒ No	Disclaim property and powers of appointment.
<i>Jmu</i>	Yes ☒ No	Exercise authority to create in the agent, or in an individual to whom the agent owes a legal obligation of support, an interest in the Principal's property, whether by gift, right of survivorship, beneficiary designation, disclaimer or otherwise.

Jmw Yes ☒ No ☐ **Gifts.** In extension of my agent's authority, and not in limitation, my agent may make outright to, or for the benefit of a person, a gift of any of the Principal's property, including by the exercise of a presently exercisable general power of appointment held by the Principal, in an amount per donee either below or exceeding the annual dollar limits of the federal gift tax exclusion under 26 U.S.C. § 2503(b), as amended, without regard to whether the federal gift tax exclusion applied to the gift, or if the Principal's spouse agrees to consent to a split gift pursuant to 26 U.S.C. § 2513, as amended, in an amount per donee which may exceed twice the annual federal gift tax exclusion limit. This shall include gifts to my agent.

Jmw Yes ☒ No ☐ Consent, pursuant to 26 U.S.C. § 2513, as amended, to the splitting of a gift made by the Principal's spouse in an amount per donee which may exceed the aggregate annual gift tax exclusions for both spouses.

Jmw Yes ☒ No ☐ **Medicaid and Governmental Benefits Qualification.** I expressly authorize my agent to make, execute, deliver, manage, and prosecute my application process for public assistance or governmental benefits as I may be entitled to receive, including, but not limited to, Supplemental Social Security Income, Social Security Disability Income, food stamps, and Medicare and/or Medicaid, and otherwise represent me in all processes necessary to qualify me for such benefits and claim such benefits on my behalf; to execute such consents, waivers, or other documents as may be required under any applicable federal or state statutes, or the rules and regulations of any agency thereof, to qualify me for such benefits and claim such benefits on my behalf; to create, fund, and maintain an Income Trust pursuant to 42 U.S.C. § 1396p(d)(4)(B) in order to qualify me for Medicaid or any other public assistance benefits; to create, fund, and maintain a Disability Trust pursuant to 42 U.S.C. § 1396 p(d)(4)(A) in order to qualify me for Medicaid or any other public assistance benefits; and to create, fund, and maintain a Pooled Trust pursuant to 42 U.S.C. § 1396(d)(4)(c) in order to qualify me for Medicaid or any other public assistance benefits. 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. In exercising this authority, I direct that my agent, to the extent reasonably possible, avoid disrupting the dispositive provisions of any estate plan of mine actually known to my agent whether or not such estate plan is embodied in my Will, a trust, non-probate property, or otherwise. If it is necessary to dispute such a plan, 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. My agent may take any action necessary to effectuate the foregoing, including to qualify me for Social Security Benefits, Supplemental Security Income, Veterans' Benefits, Medicaid or any other government benefit program. Such actions may include, but shall not be limited to the following:

- (i) if my agent 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 that might be available, including transferring to my spouse, even if my spouse is the agent, all assets in my name or that I have an ownership in under the law;
- (ii) sign a Spousal Refusal;
- (iii) sign an Assignment of Support;
- (iv) sign an application for Medical Assistance or any other government benefit program;
- (v) serve as a representative payee;
- (vi) make home improvements and additions to my family residence;
- (vii) satisfy, partly or in full, any encumbrance on my family residence;
- (viii) purchase a family residence, if I do not own a family residence;
- (ix) purchase a more expensive family residence; and

(x) attend and represent me at all application hearings, including, Fair Hearings or other proceedings to determine my right to obtain benefits.

Jmu Yes ☒ No **Power Regarding Trusts.** I grant to my agent the authority to create, amend, revoke or terminate an inter vivos trust made by me or my agent, including the authority to make or change beneficial interests among my spouse and lineal descendants, in such proportions and amounts, in trust or otherwise, as my agent shall deem best.

Jmu Yes ☒ No **Power to Add and Withdraw from Trusts.** I grant to my agent the authority to make additions to any trust created by me or my agent, and to withdraw any property from any trust established by me for my benefit over which I have reserved a power of revocation.

Jmu Yes ☒ No **Power to Change Beneficiaries.** I grant to my agent the authority to make a beneficiary designation with respect to any individual retirement account I may own or any qualified retirement plan in which I am a participant, and to authorize a rollover on my behalf and in my name of the proceeds of any such individual retirement account or qualified retirement plan into one or more individual retirement accounts in my name, and to designate one or more beneficiaries of such accounts, in such amounts and proportions as my agent deems best.

Jmu Yes ☒ No **Power Regarding Annuities.** I grant to my agent the authority to waive my right to be a beneficiary of a joint and survivor annuity with my spouse, including the right to a survivor benefit under a qualified retirement plan.

Jmu Yes ☒ No **Caregiver Agreements.** My agent may enter into, execute, modify, alter or amend any contract or agreement (for example, a Caregiver Agreement or Personal Services Contract) pertaining to my medical, personal or general care that I may require at my residence, convalescent facility, assisted living facility, nursing facility, or in another's residence on my behalf. I expressly authorize my agent to serve as a caregiver under any such agreement and to be paid in accordance with the terms and conditions of such agreement, provided, however, that such services are compensated at fair market value.

Jmu Yes ☒ No **Domestic Pets.** My agent may make reasonable expenditures for the care, maintenance, support and general welfare of any domestic pet I may own. I authorize any and all payments from my funds for pet care provided by any person or entity, including my agent.

ARTICLE IV

Notwithstanding any provision herein to the contrary, any authority granted to my agent shall be limited so as to prevent this durable power of attorney from causing my agent to be taxed on my income (unless my agent is my spouse) and from causing my assets to be subject to a general power of appointment by my agent, as that term is defined in Section 2041 of the Code.

ARTICLE V

Any act or thing lawfully done hereunder by my said agent shall be binding on myself and my heirs, legal and personal representatives, and assigns, provided, however, that all business transacted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by my said agent for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my said agent and the designation "Agent."

ARTICLE VI

My agent is expressly authorized to engage in good faith in my best interest in transactions that are affected by a conflict of interest.

ARTICLE VII

Any third party may transact any matter with my agent in the same manner and to the same extent as the third party would transact such matter with me. Third parties who act in reliance upon the representations of my agent shall be held harmless by me, my estate, the beneficiaries of my estate, or joint owners of property from any loss suffered or liability incurred as a result of actions taken prior to receipt of written notice of revocation, suspension, notice of a petition to determine incapacity, partial or complete termination, or my death. Any third party must only rely on the original of this document.

To the extent this power of attorney has been recorded, or if not recorded then certified as a certified copy by a notary public, any copy of this power of attorney shall not be deemed as an original unless a certified copy of the same from the public records or as certified by a notary public in accordance with Florida Law is delivered to the third party.

ARTICLE VIII

My agent shall not be liable for any acts or decisions made in good faith and in conformity with the powers enumerated in this durable power of attorney. However, my agent shall not be relieved from liability for breach of duty committed dishonestly, with improper motive, or with reckless indifference to me or the purposes of this durable power of attorney.

ARTICLE IX

My agent shall have the power to pay a reasonable fee from my estate to each agent who is a qualified agent as defined in Section 709.2112(4), Florida Statutes as compensation for services rendered under this durable power of attorney in an amount which does not exceed the customary and prevailing charges for services of a similar character at the time and place such services are performed. My agent shall also be entitled to reimbursement of expenses reasonably incurred on my behalf.

ARTICLE X

This durable power of attorney is not terminated by subsequent incapacity of the principal except as provided in chapter 709, Florida Statutes. This durable power of attorney shall terminate by one or more of the following circumstances:

- (1) My death;
- (2) The death or deaths of all agents named in the first paragraph of this durable power of attorney; or
- (3) The occurrence of an event described in Section 709.2109, Florida Statutes.

ARTICLE XI

A certificate of the registered physician then regularly attending my agent shall be conclusive for purposes of this Durable Power of Attorney as to my agent's mental disability or mental incapacity. Additionally, an agent serving hereunder shall be treated as having resigned as my agent if such agent refuses to arrange for or submit to a mental status examination requested by any individual specifically named to serve as a successor to such agent, the purpose of which is to determine whether such agent should be permitted to continue to serve as my agent 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 me. No notice shall be required to be given by an agent who is treated as having resigned pursuant to this Article.

ARTICLE XII

My agent shall sign any and all instruments by signing his/her own name and stating he/she is my agent. That is, for example, he/she shall sign "JOAN M. WANDRISCO, by ELLEN MARIE ALEXIOU, Agent."

Signed on the 16th day of October, 2013.

Joan M. Wandriscio
 JOAN M. WANDRISCO, Principal

WITNESSES:

M. Theresa Baker
 M. THERESA BAKER

Bonnie S. Palmieri
 BONNIE S. PALMIERI

STATE OF FLORIDA
 COUNTY OF MARION

The foregoing instrument was acknowledged before me on the 16th day of October, 2013, by JOAN M. WANDRISCO, who produced Florida Drivers Licence No. W536-483-35-953-0 as identification, and by M. THERESA BAKER and BONNIE S. PALMIERI, witnesses.



URSULA FARRO
 MY COMMISSION # EE 869326
 EXPIRES: February 21, 2017
 Bonded Thru Budget Notary Services

Ursula Farro
 URSULA FARRO
 Notary Public, State of Florida
 My Commission Expires: February 21, 2017

I:\Estate Planning\Wandriscio, Joan 2013\DPOA.wpd



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 08/14/2024 10:40:00 AM
 \$50.00 PAYGE
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Allen S. Bayl