

DURABLE POWER OF ATTORNEY

OF

NADINE TYRE ROGERS

I, **NADINE TYRE ROGERS**, with an address of 1187 SE Press Ruth Drive, Lake City, Florida 32025, make, constitute and nominate **KENNETH NEAL MARKHAM**, with an address of 3171 SE CR 252, Lake City, Florida 32025, as my agent. If **KENNETH NEAL MARKHAM** dies, becomes incapacitated, resigns, or ceases to act, I make, constitute and nominate **SONJA A. MARKHAM**, with an address of 3171 SE CR 252, Lake City, Florida 32025, as my agent.

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. Specifically, my agent shall have the general authority to engage in the following transactions with financial institutions: (1) establish, continue, modify, or terminate an account or other banking arrangement with a financial institution; (2) contract for services available from a financial institution, including renting a safe-deposit box or space in a vault; (3) 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; (4) receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them; (5) purchase cashier's checks, official checks, counter checks, bank drafts, money orders, and similar instruments; (6) 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; (7) apply for, receive, and use debit cards, electronic transaction authorizations, and traveler's checks from a financial institution; (8) use, charge, or draw upon any line of credit, credit card, or other credit established by the principal with a financial institution; and (9) consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a 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. Specifically, my agent shall have the general authority with respect to securities held by financial institutions or broker-dealers to take the following actions: (1) buy, sell, and exchange investment instruments; (2) establish, continue, modify, or terminate an account with respect to investment instruments; (3) pledge investment instruments as security to borrow, pay, renew, or extend the time of payment of a debt of the principal; (4) receive certificates and other evidences of ownership with respect to investment instruments; (5) 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; and (6) sell commodity futures contracts and call and put options on stocks and stock indexes. For purposes of this Section 2.2, 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.

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) 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; (3) 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; (4) 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; (5) 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; (6) 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; (7) 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; (8) change the form of title of an interest in or right incident to real property; and (9) dedicate easements or other real property in which I have or claim to have an interest to public use, with or without consideration.

ARTICLE III

My agent is authorized to perform the following specific acts for me if I have initialed the specific authority listed below:

Initial:



Power to Make Gifts to Qualify for Public Benefits. If my agent in my agent's sole discretion has determined that I need nursing home or other long-term medical care and that I will receive proper medical care whether I privately pay for such care or if I am a recipient of Title XIX (Medicaid) or other public benefits, then my agent shall have the power: (i) to take any and all steps necessary, in my agent's judgment, to obtain and maintain my eligibility for any and all public benefits and entitlement programs, including, if necessary, signing a deed with a retained life estate (also known as a "Lady Bird Deed") as well as creating and funding a qualified income trust or special needs trust for me or a disabled child, if any; (ii) to transfer with or without consideration my assets to my descendants (if any), or to my natural heirs at law or to the persons named as beneficiaries under my last will and testament or a revocable living trust which I may have established, including my agent; and (iii) to enter into a personal services contract for my benefit, including entering into such contract with my agent, and even if doing so may be considered self-dealing. Such public benefits and entitlement programs shall include, but are not limited to, Social Security, Supplemental Security Income, Medicare, Medicaid and Veterans benefits.

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

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 may rely upon a copy of this durable power of attorney certified by my agent to be a true copy of the original hereof, as fully as if such third party had received an original of this durable power of attorney.

ARTICLE VII

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 VIII

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 IX

I hereby revoke all durable general powers of attorney executed by me prior to the date of this power of attorney, and all such durable general powers of attorney shall no longer be of force and effect. All powers and authorities granted under said durable general powers of attorney are hereby withdrawn and revoked effective immediately. The provisions of this paragraph shall not revoke any power of attorney I have previously executed which is limited to a specific and identifiable action or transaction, such as a power of attorney I have executed as part of a contract for the management of a bank or brokerage account. 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.

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.

Signed on the 1st day of November, in the year 2021.

Nadine Tyre Rogers
NADINE TYRE ROGERS, Principal

WITNESSES (both of whom are
18 years of age or older):

Cherylann Patterson
Cherylann Patterson, Witness
(Printed Name)

Mary Driggers
Mary Driggers, Witness
(Printed Name)

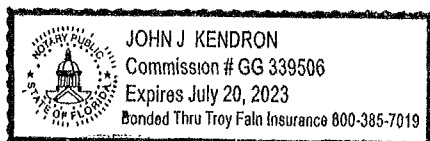
STATE OF FLORIDA

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COUNTY OF COLUMBIA

Before me, the undersigned authority, by means of ☒ physical presence or ☐ online notarization, on this day personally appeared **NADINE TYRE ROGERS**, who is personally known to me or who has produced FL DL as identification, proving her to be the person whose name is subscribed to the foregoing instrument as Principal, and acknowledged to me that such Principal executed the foregoing instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office, on the 1st day of November, in the year 2021.



[Signature]
Notary Public