

STATE OF FLORIDA  
COUNTY OF COLUMBIA

LAND OWNER AFFIDAVIT

This is to certify that I, (We), Laura Andrusiak,  
(State Corporation Name as it appears on the Property Appraisers Office website)

as the owner of the below described property:

Property tax Parcel ID number 27-45-14-03208-000

Subdivision (Name, lot, Block, Phase) 27-45-14

Give my permission for Peter Bookalam to place a  
(Name of person authorized to sign as owner)

Circle one - Mobile Home / Travel Trailer / Utility Pole Only / Single Family Home /  
or more — Barn — Shed — Garage / Culvert / Other New Roof / Roofing Permit

I (We) understand that the named person(s) above will be allowed to receive a building permit on the property number I (we) have listed above and this could result in an assessment for solid waste and fire protection services levied on this property.

X Peter Bookalam Peter Bookalam as POA for Laura Andrusiak Dec. 28, 2023  
Owner Signature Laura Owner Print Date

X Peter Bookalam Peter Bookalam Dec. 28, 2023  
Owner Signature Peter Owner Print Date

N/A N/A N/A  
Owner Signature Owner Print Date

Sworn to and subscribed before me this 28 day of December, 2023, by  
☒ physical presence or \_\_\_\_\_ online notarization and this (these) person(s) are  
personally known to me \_\_\_\_\_ or produced ID a valid ST of FL D/L. Signers:  
Peter Bookalam and Peter Bookalam as POA for Laura Andrusiak

Mika L. Caruana Mika L. Caruana  
Notary Public Signature Notary Printed Name

Notary Stamp/



**DELAWARE DURABLE PERSONAL  
POWER OF ATTORNEY  
OF  
LAURA E. ANDRYSIAK**

Prepared by:

B. Brian Brittingham, Attorney at Law  
Schmittinger & Rodriguez, P.A.  
414 South State Street  
Dover, Delaware 19901  
(302) 674-0140

**\*\* NOTICE TO AGENT: This General Durable Power of Attorney is not valid until you have read and signed the form entitled "Agent's Duties" attached hereto as Exhibit A. If you have any questions about the scope of your authority to act under this document, you should obtain legal advice from an attorney unrelated to the drafting of this document. \*\***

# ***LAURA E. ANDRYSIAK***

## ***DELAWARE DURABLE PERSONAL POWER OF ATTORNEY***

### **NOTICE TO PRINCIPAL**

As the person signing this durable power of attorney, you are the "Principal". The purpose of this power of attorney is to give the person you designate, your "Agent", broad powers to handle your property, which may include powers to sell, dispose of, or encumber any or all real or personal property you possess without notice to you or approval by you.

This power of attorney does not authorize your Agent to make health-care decisions for you.

Unless you specify otherwise, your Agent's authority will continue even if you become incapacitated, or until you die or revoke the power of attorney set forth herein, or until your Agent resigns or is unable to act on your behalf. As such, it is sincerely recommended that you select someone whom you trust to serve as your Agent pursuant to this power of attorney.

This power of attorney does not impose an affirmative duty upon your Agent to exercise granted powers, however, when such powers are exercised by your Agent, your Agent must use due care to act for your benefit and in accordance with this power of attorney.

Your Agent must keep your funds and other property separate from your Agent's funds and other property.

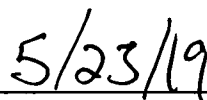
A court has authority to revoke or remove the powers of your Agent in the event it finds your Agent is not or has not acted properly and in accordance with this power of attorney.

The powers and duties of an Agent under a durable power of attorney are explained more fully in Delaware Code, Title 12, Chapter 49A, Section 49A-114 and Sections 49A-201 through 49A-217.

If there is anything about this Notice that you do not understand or that you require further explanation of, it is sincerely recommended that you obtain legal advice from an attorney of your own choosing.

I, **LAURA E. ANDRYSIAK**, do hereby acknowledge and attest that I have read this Notice, or had the same explained to me, and that I understand its contents and purpose.

  
\_\_\_\_\_  
**LAURA E. ANDRYSIAK**

  
\_\_\_\_\_  
Date

## **DELAWARE DURABLE POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS, THAT I, LAURA E. ANDRYSIAK** (S.S.N.: xxx-xx-4486), born July 19, 1932 (herein referred to as "the Principal"), presently of New Castle County, Delaware, do hereby execute this Durable Power of Attorney with the intention that the attorney-in-fact hereinafter named shall be duly authorized and able to act in my place in all matters.

### **SECTION 1 – *Definitions:***

- 1.01 The following terms used in this durable power of attorney shall be defined as follows and I intend that the same be construed in the broadest possible manner:
- a. "Real Property" shall include real estate and any easement or other right of whatsoever nature in connection therewith, including mineral and subsoil rights, riparian rights, and rights to land under water and shall also include any building or other structure on, under, or above land, or which is in any manner a part thereof.
  - b. "Tangible personal property" shall include all chattels of whatsoever kind and all personal property that is not intangible.
  - c. "Intangible personal property" shall include all rights, chosen in action, and obligations, whether in, relating to, or arising out of a contract or property of whatsoever nature or in connection with a trust as grantor, beneficiary, or remainder man, or arising under any statute or at common law, or of any other nature whatsoever which are personal property and not tangible and shall also include securities, instruments, and contracts as hereinafter defined.
  - d. "Property" shall include real property and tangible and intangible personal property.
  - e. "Security" or "Securities" shall include shares of stock and certificates thereof, voting trust certificates, certificates of deposit with any committee or trustee or in any reorganization, bonds, debentures, notes, or other documents or papers of whatsoever kind or nature evidencing rights to receive payment of money or any right, title, or interest of whatsoever nature either in property of any kind or in corporations, companies, or associations, including all documents or papers which are commonly referred to as securities.
  - f. "Contract" shall include any agreement, written or oral, sealed or unsealed, and whether calling for the payment of money, the delivery of property of whatsoever nature, or the performance or refraining from performance of any act whatsoever.

- g. "Instrument" shall include notes, debentures, bonds, bills of exchange, checks, and every written contract, direction, or authorization for the payment of money or the delivery of property, every paper or document operating as a conveyance, assignment, or transfer of property, and certificates of deposit or receipts, whether negotiable or not, for any sort of property.
- h. "Claim" shall include any right under any contract, security, or instrument to receive payment of money, transfer of property, or performance or refraining from performance of any other act of whatsoever nature; and any right arising in tort, or by statute, or at common law, or otherwise, either in connection with property of any sort, its use or protection, or any damage thereto or infringement thereof, or for any personal injury, or for any injury to personal rights of any sort, or for wrongful death; and any right arising under any statute, or at common law, or otherwise, either to do any act or to be free from being required to do any act by any person or government.
- i. Each term referred to in subdivisions (a) to (h) inclusive shall include the items therein referred to wherever situated whether within or without the United States, and whether heretofore or hereafter existing, and whether I now have or shall at any time hereafter acquire any right, title, or interest therein; and shall also include any entire ownership or any estate or part share of ownership, or any right, title, or interest whatsoever in connection therewith.
- j. "Person" shall include an individual, corporation, statutory trust, estate, trust, partnership (general or limited), limited liability company, association, joint venture, public corporation, government or governmental subdivision, agency, or instrumentality, or any other legal or commercial entity or association.
- k. "Tax" shall include any levy due, imposition, penalty, tax, or sum of money required to be paid to any government whatsoever, whether in the nature of income tax, estate, transfer, or inheritance tax, gift tax, tax or assessment on property, social security, unemployment, or old age tax, sales tax, consumption tax, withholding tax, business or gross or net receipts tax, or of any other nature whatsoever, and whether heretofore or hereafter claimed, imposed, assessed, due, or payable.
- l. "Government" shall include the government of the United States or of any state, county, city, or other subdivision of the United States or of any of its states or territories; and government of any foreign state or country or of any subdivision thereof; and also any board, authority, or agency, either within the United States or within any foreign country which is either a part of the governmental organization thereof or which now or hereafter exists

as a separate corporation or unit to exercise powers delegated to it by any such government.

- m. “Tribunal” shall include any court of law, equity, or admiralty; any court having jurisdiction of decedents’ estates; any court of any other nature whatsoever; and any administrative board, taxing board or authority, or other organization exercising any powers delegated to it by any government with respect to finding facts and entering orders, judgments, decisions, awards, or decrees thereon.

## **SECTION 2 – *Governing Law:***

- 2.01 This power of attorney shall constitute a “Durable Power of Attorney” within the meaning of Title 12, Delaware Code, Section 49A-104, and shall be governed by the laws of the State of Delaware.

## **SECTION 3 – *Designation of Attorney:***

- 3.01 I hereby constitute and appoint my son, **PETER BOOKALAM**, to be my attorney-in-fact, to act for me, in my name, and in my place as my true and lawful Agent (herein referred to as “my agent”).
- 3.02 In the event that he for any reason shall fail to act or continue as my agent, then in the alternative I hereby constitute and appoint my grandson, **ANDREW BOOKALAM**, to be my attorney-in-fact, to act for me, in my name, and in my place as my true and lawful Agent (herein referred to as “my agent”).

## **SECTION 4 – *Effective Date of Power of Attorney:***

- 4.01 This power of attorney is effective immediately and will not be affected or annulled if, and while, I am incapacitated as determined pursuant to 12 Del. C. § 49A-109(c).
- 4.02 Any person, organization, or entity to whom the statement referred to in Section 4.01 is presented may rely on such statement as evidencing the continued effectiveness of this Durable Power of Attorney.

## **SECTION 5 – *Effect Upon Prior Powers of Attorney:***

- 5.01 This durable power of attorney is in addition to any powers of attorney for health care and I hereby revoke any and all durable or general powers of attorney previously executed by me. This Power of Attorney is intended to replace and supersede in its entirety any and all durable powers of attorney previously executed by me and I hereby revoke, without exception, any and all durable or general powers of attorney previously executed by me.

- 5.02 The Durable Power of Attorney contained in this instrument is limited to my personal and financial affairs, and is in addition to, and does not replace or revoke any non-financial powers of attorney, whether previously executed by me, or which I may execute hereafter, such as those over my health care.

## **SECTION 6 – Powers:**

- 6.01 I grant my attorney-in-fact, agent general authority to act for me, in accordance with the provisions of Sections 49A-204 through 217 of Title 12 of the Delaware Code, with respect to real property, tangible personal property, stocks and bonds, commodities and options, banks and other financial institutions, operation of an entity or business, insurance and annuities, estates trusts and other beneficial interests, claims and litigation, personal and family maintenance, benefits from governmental programs or civil or military service, retirement plans, taxes and gifts.
- 6.02 Specifically, but without limiting my agent's general authority, I give my agent the authority to do the following acts and to exercise the following powers; and I intend that, subject to the definitions hereinafter contained, the same be construed in the broadest possible manner:
1. Execution of Contracts. To enter into, perform, modify, extend, cancel, compromise, or otherwise act with respect to any contract of any sort whatsoever.
  2. Payment of Money Owed; Performance of Contracts. To pay any amount that may be owing at any time by me upon any contract, instrument, or claim; to deliver or convey any tangible personal property, instrument, or security that I may be required to deliver or convey by any contract or in performance of any obligation.
  3. Investments. To invest and from time to time to change the investment of any money or other property without any restriction whatsoever as to the kind of the investment.
  4. Execution, Delivery, Etc. of Instruments. To make, execute, and deliver, cancel, modify, buy, sell, exchange, pledge, endorse, or to otherwise acquire or dispose of any instrument.
  5. Personal Property. To buy, sell, exchange, pledge, lease, deal in, or by any other means whatsoever, to acquire or dispose of tangible or intangible personal property.
  6. Transfer of Securities. To assign and transfer upon the books of any municipality, corporation, association, authority, or company any stocks,

bonds, or other securities which are now or may hereafter be registered in my name.

7. Vote Securities. To vote in person or by proxy at corporate or other meetings; to effect, participate in, or consent to any reorganization, merger, voting trust, or other action affecting any securities which I now or may hereafter own; and to make payments in connection therewith.
8. Ownership of Securities. To execute and file ownership certificates or other statements or reports required by any government in regard to bond coupons, interest, or other income.
9. Procure Insurance. To procure insurance against any and all risks affecting property and persons, and against liability, damage, or claim of any sort; to alter, amend, extend, or cancel the same.
10. Receipt of Payments. To receive payment of any debt, instrument, or sum of money; to receive payment of dividends, interest, and principal; and to give receipt, release, and acquittance therefore.
11. Bank Accounts. With respect to any account in my name or in any other name for my benefit with any broker, bank, banker, or trust company, to make deposits therein and withdrawals therefrom, whether by check or otherwise, and to open, to continue, and to close such account or any similar account.
12. Safe Deposit Boxes. To have access, either alone or in conjunction with any other person, to any safe deposit boxes or vaults now or hereafter rented in my name; to remove the contents thereof and place property therein; and to rent and surrender any safe deposit boxes or vaults now or hereafter in my name.
13. Real Property. To buy, sell, exchange, mortgage, encumber, lease, or by any other means whatsoever to acquire or dispose of real property; to execute and deliver any deed with or without covenants or warranties; to partition and subdivide real property; to manage real property; to repair, alter, renovate, improve, remodel, erect, or tear down any building or other structure or part thereof; and to file such applications, certificates, or other documents in connection therewith and do such other acts as may be requested or required by any government or other authority having or purporting to have jurisdiction.
14. Buildings and Improvements. To file plans for the erection of any new building on any real property or for the alteration, renovation, improvement, or remodeling of any building thereon and, in connection, therewith to file such applications, certificates, or other documents and do such other acts as



may be requested or required by any government or other authority having or purporting to have jurisdiction.

15. Leases. To make, execute, and deliver or to receive or obtain any lease, indenture of lease, or contract for lease of any real property and any assignment of lease or indenture of lease and consent to the assignment thereof for such periods of time and with such provision for renewals, conditions, agreements, and covenants as my agent shall deem proper; to amend, extend, modify, or cancel any of the terms, covenants, or conditions, including covenants to pay rent of any lease, indenture of lease, and contract to lease, whether heretofore or hereafter made; and to cancel, surrender, and accept the surrender of any lease, indenture of lease, and contract to lease.
16. Acquisition of Bond and Mortgage. To purchase or otherwise acquire any bond or mortgage; to assign, transfer, modify, extend, or satisfy any bond or mortgage now or hereafter held by me or in which I have any interest, upon such terms as my agent shall deem proper and whether said bond or mortgage shall have matured or not; to release and discharge from the lien of any mortgage now or hereafter held by me all or any part of any mortgaged premises; to foreclose any mortgage, pledge, or other lien, secured either by real property or by tangible or intangible personal property; and to bid in or purchase in his or my name or that of a nominee any property so foreclosed.
17. Tenants. To take any and all proceedings at law or otherwise to dispossess tenants of any real property for nonpayment of rent or other cause, to re-enter any such property, and to protect or enforce any right or claim with respect to any real property.
18. Receipt of Gifts and Bequests; Approval of Accounts. To receive any legacy, bequest, devise, gift, or transfer of real property or of tangible or intangible personal property and to give full receipt and acquittance therefore; to approve accounts of any business, estate, trust, partnership, or other transaction whatsoever in which I may have an interest of any nature whatsoever; and to enter into any compromise and release in regard thereto.
19. Employment of Accountants, Attorneys, Agents, Etc. To employ accountants, attorneys-at-law, clerks, workmen, domestic servants, agents, and others; to remove them and appoint others in their places; and to pay to and allow them such salaries, wages, or other remuneration as my agent shall deem proper.
20. Institution and Defense of Claims. To assert, defend, compromise, acquire, or dispose of, or otherwise deal with any claim, either alone or in conjunction with other persons, relating to me or any property of mine or any other person, or any government, or any estate of a deceased person or

instrument of a living person, or property of whatsoever nature; to institute, prosecute, defend, compromise, or otherwise dispose of, and to appear for me in any proceedings at law or in equity or otherwise before any tribunal for the enforcement or for the defense of any such claim, and to retain, discharge, and substitute counsel and authorize appearance of such counsel to be entered for me in any such action or proceeding.

21. Arbitration of Claims. To arbitrate any claim in which I may be in any manner interested and, for that purpose, to enter into agreements to arbitrate, and either through counsel or otherwise, to carry on such arbitration and perform or enforce any award entered therein.
22. Taxes. To prepare, execute, verify, and file in my name and on my behalf any return, amended return, report, protest, application for correction of assessed valuation of real or other property, appeal, brief, claim for refund, or petition, including petition to the Tax Court of the United States in connection with any tax imposed or purported to be imposed by any government or claimed, levied, or assessed by any government, to pay any such tax, and to obtain any extension of time for any of the foregoing; to execute waivers or consents agreeing to a later determination and assessment of taxes which is provided by any statute of limitations; to execute waivers of restrictions on the assessment and collection of deficiency in any tax; to execute closing agreements and all other documents, instruments, and papers relating to any tax liability of mine of any sort; to institute and carry on, either through counsel or otherwise, any proceeding in connection with contesting any such tax, to recover any tax paid, or to resist any claim for additional tax or any proposed assessment or levy thereof; and to enter into any agreements or stipulations for compromise of other adjustments or disposition of any tax.
23. Reports, Etc. To make any reports of information of any sort whatsoever to any government as required by law or regulation.
24. Automobiles. To prepare, execute, and file in my name and on my behalf, such applications for vehicle registration of any automobile registered in my name as may be necessary and proper in connection with the continued use thereof.
25. Registration of Property. To hold property unregistered or in the name of a nominee.
26. Gifts. To make gifts of cash or property, or the income there from, in trust or outright, to family members (including my agent), spouse, friends, and natural objects of my bounty, and contributions to charitable organizations in excess of the limitations provided in the Durable Personal Power of Attorney Act, 12 Del. C. § 49A-217.

27. Renunciation of Fiduciary Position. To renounce any fiduciary positions to which I have been appointed or in which I am then serving, to file accountings with a court of competent jurisdiction or settle on a receipt-and-release basis or by such other informal method as my said agent deems advisable, and to appoint a successor or successors to serve in such fiduciary positions to the extent that I have the authority to do so.
28. Addition to Revocable Trust. To add my property or any part thereof to any revocable trust which I have created during my lifetime and/or to withdraw and receive the income and/or corpus from such trust in whole or in part exactly in the manner I would be permitted to do so.
29. Creation of Trust for My Benefit. To create, amend, revoke or terminate an inter vivos trust for my benefit (including, but not limited to, a "Miller Trust" for the purpose of qualifying me to receive long-term care benefits under Medicaid) and to withdraw and receive the income and/or corpus from such trust in whole or in part.
30. Disclaimer of Interest in Property. To disclaim, reject, renounce, release, or consent to a reduction in or modification of a share in or payment from an estate, trust or other beneficial interest I may have in any property.
31. Designation of Beneficiary. To designate a beneficiary or to change the designation of beneficiary, or to consent to the designate of a beneficiary or to a change in the designate of a beneficiary by my spouse, on any asset which requires the designation of a beneficiary, including, but not limited to, life insurance policies; life insurance plans; annuity contracts; Individual Retirement Accounts; Individual Retirement Annuities; retirement, pension, profit sharing, stock bonus, ESOP, 401(k), or 403(b) plan or any other plans qualified under Section 401 of the Internal Revenue Code of 1986; and any non-qualified deferred compensation or retirement plans.
32. Rights of Survivorship. To create or change rights of survivorship in any property that I own.
33. Retirement Plan Elections. To make or change any election or to consent to any election or change of election by my spouse regarding, by way of illustration and not by way of limitation, benefits or the form of any benefits required under a qualified retirement, pension, profit sharing, stock bonus, ESOP, 401(k), or 403(b) plan or any other plan qualified under Section 401 of the Internal Revenue Code of 1986; and any non-qualified deferred compensation or retirement plans.
34. U. S. Savings Bonds. To purchase, exchange, redeem, cause to be reissued, collect interest from, cash in, receive the proceeds from, or otherwise deal

with or engage in all transactions relating to any or all United States Savings Bonds of whatever series or denominations, and to sign any and all papers or documents which are required of such Bonds.

35. General. And, generally, to transact all my business and manage all my property, affairs, and interests as fully and completely as I myself might do if personally present and to do any and all acts and things which my agent shall deem useful, necessary, or proper in order to do any of the foregoing acts or to carry out any of the foregoing powers.

6.03 My agent shall have full power of substitution and revocation and such substitution or revocation may relate to or be limited to any one or more or all of the foregoing acts or powers or limited as to time or in any other respect as my agent shall deem proper.

#### **SECTION 7 – *Designation of Guardian:***

7.01 I hereby request that no guardianship proceeding for my property be instituted in the event of my disability, it being my express intention that this durable power of attorney permits my attorney-in-fact, agent to act on my behalf.

7.02 In the event that it becomes necessary for any court to appoint a guardian for my property, I hereby direct and nominate my Agent(s) and Successor Agent(s) in the same priority as named above in Section 3 to serve as my Guardian(s) and Successor Guardian(s).

7.03 Any guardian who at any time shall be appointed by any court shall be excused from the necessity of giving bond.

#### **SECTION 8 – *Ratification and Confirmation:***

8.01 I do hereby ratify, allow, acknowledge, confirm, and hold firm and valid all acts heretofore or hereafter taken by my attorney-in-fact, agent by virtue of these presents.

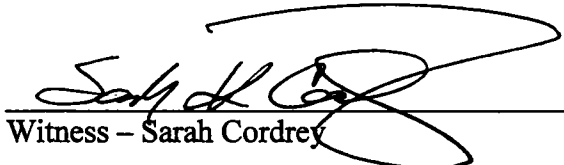
8.02 I hereby authorize the use of a photocopy of this Durable Power of Attorney, in lieu of the original copy executed by me, for the purpose of effectuating the terms and provision hereof.

8.03 The descriptive headings of this Durable Power of Attorney are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof or to limit in any way the construction thereof in the broadest possible manner as aforesaid.

IN WITNESS WHEREOF, I, LAURA E. ANDRYSLAK, have hereunto set my hand and seal to this *Delaware Durable Power of Attorney* on this 23<sup>rd</sup> day of May 2019.

 (SEAL)  
LAURA E. ANDRYSLAK

We, the undersigned, have witnessed the execution by LAURA E. ANDRYSLAK of this Power of Attorney and hereby certify that we are not disqualified as serving as witnesses.

 (SEAL)  
Witness – Sarah Cordrey

 (SEAL)  
Witness – Meghan Starkey

STATE OF DELAWARE

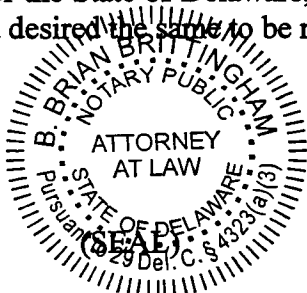
\*


\* SS:

COUNTY OF NEW CASTLE

\*

On this 23<sup>rd</sup> day of May 2019, LAURA E. ANDRYSLAK, the principal named herein, and Sarah Cordrey and Meghan Starkey, the above-named witnesses, appeared before me, a Notary Public for the State of Delaware, and acknowledged the foregoing instrument to be their act and deed and desired the same to be recorded as such.



  
Notary Public/Attorney-at-Law State of Delaware

# **EXHIBIT A**

## STATEMENT TO AGENT

### *Agent's Duties*

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the Principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

- (1) do what you know the Principal reasonably expects you to do with the Principal's property or, if you do not know the Principal's expectations, act in the Principal's best interest;
- (2) act in good faith;
- (3) do nothing beyond the authority granted in this power of attorney;
- (4) disclose your identity as an Agent whenever you act for the Principal by writing or printing the name of the Principal and signing your own name as "Agent" in the following manner:  
  
[Principal's Name] by [Your signature] as Agent; and
- (5) to the extent reasonably practicable under the circumstances, keep in regular contact and communication with the principal.

Except as otherwise provided in the power of attorney, you must also:

- (1) not act for your own benefit;
- (2) avoid conflicts that would impair your ability to act in the Principal's best interest;
- (3) act with care, competence, and diligence;
- (4) keep a record of all receipts, disbursements, and transactions made on behalf of the Principal;
- (5) cooperate with any person who has authority to make health-care decisions for the Principal; and
- (6) not act in a manner inconsistent with the Principal's testamentary plan.

### *Termination of Agent's Authority*

You must stop acting on behalf of the Principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate this power of attorney or your authority to act under it include:

- (1) death of the Principal;
- (2) the Principal's revocation of the power of attorney or your authority;

- (3) the occurrence of a termination event stated in the power of attorney;
- (4) the purpose of the power of attorney is fully accomplished; or
- (5) an action is filed with a court for your separation, annulment, or divorce from the Principal, unless the Principal otherwise provided in the power of attorney that such action will not terminate your authority.

### ***Liability of Agent***

The authority granted to you is specified in the Durable Personal Power of Attorney Act, Delaware Code, Title 12, Chapter 49A. If you violate the Act, or act outside the scope of the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your powers, authority, or duties as Agent that you do not understand, you should seek legal advice.

### ***Agent's Certification***

I, **PETER BOOKALAM**, have read the attached durable power of attorney and the foregoing statement, and I am the person identified as the Agent for the Principal. To the best of my knowledge, this power of attorney has not been revoked. I hereby acknowledge that, in the absence of a specific provision to the contrary in the durable power of attorney, when I act as Agent, I shall:

Act in accordance with the principal's reasonable expectations to the extent actually known to me and, otherwise, in the Principal's best interest;

Act in good faith;

Act only within the scope of authority granted in the personal power of attorney; and

To the extent reasonably practicable under the circumstances, keep in regular contact with the principal and communicate with the principal.

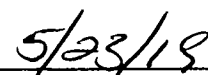
In addition, in the absence of a specific provision to the contrary in the durable personal power of attorney, when I act as Agent, I shall:

Keep the assets of the Principal separate from my assets;

Exercise reasonable caution and prudence; and

Keep a full and accurate record of all actions, receipts and disbursements on behalf of the Principal.

  
\_\_\_\_\_  
**PETER BOOKALAM**

  
\_\_\_\_\_  
Date



## STATEMENT TO AGENT

### *Agent's Duties*

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the Principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

- (1) do what you know the Principal reasonably expects you to do with the Principal's property or, if you do not know the Principal's expectations, act in the Principal's best interest;
- (2) act in good faith;
- (3) do nothing beyond the authority granted in this power of attorney;
- (4) disclose your identity as an Agent whenever you act for the Principal by writing or printing the name of the Principal and signing your own name as "Agent" in the following manner:  
  
[Principal's Name] by [Your signature] as Agent; and
- (5) to the extent reasonably practicable under the circumstances, keep in regular contact and communication with the principal.

Except as otherwise provided in the power of attorney, you must also:

- (1) not act for your own benefit;
- (2) avoid conflicts that would impair your ability to act in the Principal's best interest;
- (3) act with care, competence, and diligence;
- (4) keep a record of all receipts, disbursements, and transactions made on behalf of the Principal;
- (5) cooperate with any person who has authority to make health-care decisions for the Principal; and
- (6) not act in a manner inconsistent with the Principal's testamentary plan.

### *Termination of Agent's Authority*

You must stop acting on behalf of the Principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate this power of attorney or your authority to act under it include:

- (1) death of the Principal;
- (2) the Principal's revocation of the power of attorney or your authority;

- (3) the occurrence of a termination event stated in the power of attorney;
- (4) the purpose of the power of attorney is fully accomplished; or
- (5) an action is filed with a court for your separation, annulment, or divorce from the Principal, unless the Principal otherwise provided in the power of attorney that such action will not terminate your authority.

### ***Liability of Agent***

The authority granted to you is specified in the Durable Personal Power of Attorney Act, Delaware Code, Title 12, Chapter 49A. If you violate the Act, or act outside the scope of the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your powers, authority, or duties as Agent that you do not understand, you should seek legal advice.

### ***Agent's Certification***

I, **ANDREW BOOKALAM**, have read the attached durable power of attorney and the foregoing statement, and I am the person identified as the Agent for the Principal. To the best of my knowledge, this power of attorney has not been revoked. I hereby acknowledge that, in the absence of a specific provision to the contrary in the durable power of attorney, when I act as Agent, I shall:

Act in accordance with the principal's reasonable expectations to the extent actually known to me and, otherwise, in the Principal's best interest;

Act in good faith;

Act only within the scope of authority granted in the personal power of attorney; and

To the extent reasonably practicable under the circumstances, keep in regular contact with the principal and communicate with the principal.

In addition, in the absence of a specific provision to the contrary in the durable personal power of attorney, when I act as Agent, I shall:

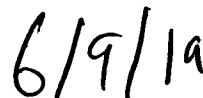
Keep the assets of the Principal separate from my assets;

Exercise reasonable caution and prudence; and

Keep a full and accurate record of all actions, receipts and disbursements on behalf of the Principal.



**ANDREW BOOKALAM**



**Date**