

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO.:

MARCIA CHERELLO, by and through her  
Attorney-in-Fact, SANTO J. CHERELLO, and  
SANTO J. CHERELLO, individually,

Plaintiffs,

v.

BOCA RATON REGIONAL HOSPITAL, INC.,  
d/b/a BOCA RATON REGIONAL HOSPITAL,

Defendant.

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**PLAINTIFFS' COMPLAINT FOR DAMAGES AND DEMAND FOR TRIAL BY JURY**

COMES NOW, Plaintiffs, MARCIA CHERELLO, by and through her Attorney-in-Fact, SANTO J. CHERELLO, and SANTO J. CHERELLO, individually, by and through undersigned counsel, and sues Defendant, BOCA RATON REGIONAL HOSPITAL, INC., d/b/a BOCA RATON REGIONAL HOSPITAL, and allege as follows:

**JURISDICTIONAL STATEMENT AND IDENTIFICATION OF PARTIES**

1. This is a medical negligence action for damages in excess of fifty thousand dollars (\$50,000.00), exclusive of interest, and costs, and is otherwise within the jurisdiction of this court.
2. Plaintiff, MARCIA CHERELLO, was, at all times material to this cause, a resident of Boca Raton, Palm Beach County, Florida.
3. Plaintiff, SANTO J. CHERELLO, was and is at all times material hereto attorney-in-fact for Plaintiff, MARCIA CHERELLO. A copy of the Power of Attorney is attached hereto as Exhibit "A". County, Florida, and is otherwise *sui juris*.
4. Plaintiff, SANTO J. CHERELLO, was, at all times material to this cause, a resident of

Boca Raton, Palm Beach County, Florida, and is otherwise *sui juris*.

5. At all times material to this cause, Plaintiffs, SANTO J. CHERELLO and MARCIA CHERELLO, were legally married to one another, and were husband and wife on January 19, 2025, and have remained so thereafter.

6. At all times material to this cause, Defendant, BOCA RATON REGIONAL HOSPITAL, INC., based upon information and belief, was and is a corporation organized and existing under the laws of the State of Florida, licensed and conducting business in Palm Beach County, Florida, including but not limited to owning, operating, managing, and/or controlling a full-service, acute care hospital facility in Palm Beach County, Florida, under the fictitious name, BOCA RATON REGIONAL HOSPITAL, where the events giving rise to the action occurred.

7. At all times material to this cause, Defendant, BOCA RATON REGIONAL HOSPITAL, INC., doing business as BOCA RATON REGIONAL HOSPITAL (hereinafter "BOCA RATON REGIONAL HOSPITAL") owned, operated, managed, and/or controlled a full-service, acute care hospital facility located at 800 Meadows Road, Boca Raton, Palm Beach County, Florida, serving the medical, nursing, and surgical needs of Palm Beach County, with a broad range of services.

8. At all times material to this cause, Defendant, BOCA RATON REGIONAL HOSPITAL, by and through its agents, apparent agents, servants, and/or employees, was engaged in the provision of medical care and treatment and offered to diagnose and care for members of the general public, including, Plaintiff, MARCIA CHERELLO.

9. At all times material to this cause, Defendant, BOCA RATON REGIONAL HOSPITAL, acted individually and by and through its agents, apparent agents, servants, and/or employees, including but not limited to its physicians and nursing staff, who provided care and treatment to Plaintiff, MARCIA CHERELLO, who were within the course and scope of their agency,

apparent agency, servitude, and/or employment in furtherance of Defendant, BOCA RATON REGIONAL HOSPITAL'S, business pursuits.

10. At all times material to this cause, Defendant, BOCA RATON REGIONAL HOSPITAL, held itself out to the public as a healthcare provider having the facilities, competence, staff, and trained personnel to examine, diagnose, advise, and treat patients such as Plaintiff decedent, MARCIA CHERELLO.

11. At all times material to this cause, Defendant, BOCA RATON REGIONAL HOSPITAL, maintained employees, staff, agents, and/or apparent agents, including but not limited to its physicians and nursing staff who provided care and treatment to Plaintiff, MARCIA CHERELLO, who assisted in the delivery of medical services to Plaintiff, MARCIA CHERELLO, in operation of Defendant, BOCA RATON REGIONAL HOSPITAL'S, acute care hospital. Defendant, BOCA RATON REGIONAL HOSPITAL, exercised exclusive jurisdiction and control over the procedures which allowed said employees, staff, agents, and/or apparent agents to have privileges to perform medical care and treatment. Defendant, BOCA RATON REGIONAL HOSPITAL, further exercised jurisdiction and control over the determination of qualifications, or lack of qualifications, of said employees, staff, servants, agents, and/or apparent agents.

12. At all times material to this cause, Defendant, BOCA RATON REGIONAL HOSPITAL, and its employees, staff, servants, agents, and/or apparent agents were required to provide adequate and appropriate treatment and services to its patients, including Plaintiff, MARCIA CHERELLO.

13. Defendant, BOCA RATON REGIONAL HOSPITAL, by and through its agents, apparent agents, servants, and/or employees, rendered medical care and services to Plaintiff, MARCIA CHERELLO, during her hospital admission of January 16, 2025, through January 26, 2025.

14. Venue is proper pursuant to §47.011 and §47.051, Fla. Stat.

15. Plaintiffs, MARCIA CHERELLO and SANTO J. CHERELLO, have complied with all conditions precedent to the bringing of this action, or same have been otherwise waived or excused by Defendant.

**COMPLIANCE WITH §766.106(2), Fla. Stat.**

16. Notice of Intent to Initiate Suit for Medical Malpractice against the Defendant was given in accordance with the requirements of §766.106(2), Fla. Stat. This action is properly brought within two (2) years from when the alleged negligent incident(s) occurred or within two (2) years of the date the alleged negligence could have been discovered with the exercise of due diligence and not later than four (4) years from when the incident(s) occurred. A copy of the Complaint will be sent to the Florida Department of Health/Agency for Healthcare Administration.

**COMPLIANCE WITH §766.203, Fla. Stat.**

17. Through counsel's signature on this Complaint, it is hereby certified pursuant to §766.203, Fla. Stat., that counsel for the Plaintiffs, prior to filing this action, has made a reasonable investigation as permitted by the circumstances to determine that there are grounds for a good faith belief that there has been negligence in the care and treatment provided to Plaintiff, MARCIA CHERELLO. Further, such reasonable investigation has given rise to a good faith belief that grounds exist for an action against the named Defendant.

**FACTS GIVING RISE TO CAUSE OF ACTION AND COMMON TO ALL COUNTS**

18. At all times material to this cause, Plaintiff, MARCIA CHERELLO, was 83 years old and had a known history of dementia with consistently documented impaired cognition/altered mental status during her admission to Defendant, BOCA RATON REGIONAL HOSPITAL, from January 16, 2025, to January 26, 2025, and suffered an unsupervised, preventable fall.

19. At all times material to this cause Plaintiff, MARCIA CHERELLO, was known to Defendant, BOCA RATON REGIONAL HOSPITAL, from prior admissions as a high fall risk

patient with a history of dementia who needed and individualized fall-prevention plan tailored to her specific risks. In fact, Plaintiff, MARCIA CHERELLO, was a patient at Defendant, BOCA RATON REGIONAL HOSPITAL, in June of 2024 where a 1:1 sitter was implemented at her bedside for this very reason.

20. On or about January 16, 2025, Palm Beach County EMS responded to Plaintiff, MARCIA CHERELLO'S home for cough and difficulty breathing and transported her to Defendant, BOCA RATON REGIONAL HOSPITAL.

21. In emergency department triage, nurse Mocerri documented weakness/wheezing/difficulty breathing and that Plaintiff, MARCIA CHERELLO, required an assistive device (reported cane use at home) for ambulation. Nurse Mocerri's fall risk assessment was erroneous and failed to consider fall history, medications, cognition, and patient care equipment. In addition, nurse Mocerri failed to complete a thorough neurologic assessment.

22. Plaintiff, MARCIA CHERELLO, was seen by emergency medicine physician Michael Coplin, MD, whose assessment/plan included: 1) RSV (respiratory syncytial virus infection), 2) UTI (urinary tract infection), 3) **Altered Mental Status**, and 4) HTN (hypertension). Plaintiff, MARCIA CHERELLO, was admitted to the hospital to be treated for acute viral bronchitis due to RSV.

23. During the evening of admission on January 16, 2025, Plaintiff, MARCIA CHERELLO, was evaluated by her primary care physician, Glenn Rubin, MD, who noted her mental status to be worse than usual with increased confusion.

24. Beginning shortly after admission and continuing through the hospitalization, nursing documentation repeatedly reflected high fall risk JHFRA scores (generally  $\geq 14$ , later 15), with fall-risk drivers including: age  $>80$ , altered awareness of physical environment, unsteady gait/mobility limitations requiring assistance/supervision, incontinence/elimination issues, high fall-risk medications, and attachment to patient care equipment such as oxygen, SCDs, IV, and PureWick (all

of which tether a patient to bed and increase fall risk). These scores should have been even higher as the nurses failed to note that Plaintiff, MARCIA CHERELLO, was actually on at least three (3) pieces of patient care equipment. Nursing documentation reflected impaired cognition and altered awareness of environment; “barriers to learning: cognitive deficits” were documented during patient education.

25. On the evening shift of January 18, 2025, nurse Renee Simeus assumed care of Plaintiff, MARCIA CHERELLO, and documented her as a high fall risk patient, with a fall risk assessment score of 15, and documented a standard bundle of “cookie cutter” interventions (bracelet, sign on door, hourly rounding, bed alarm, low bed/safe mat, yellow socks, fall-prevention bed). The plan lacked individualized interventions tailored to dementia/forgetfulness and toileting/elimination risks. Nurse Simeus documented a neurological assessment at 9:00 p.m. noting impaired cognition.

26. In the early morning hours of January 19, 2025, Plaintiff, MARCIA CHERELLO, fell. It is documented that at around 5:50 a.m., the bed alarm sounded off, and Nurse Simeus found Plaintiff, MARCIA CHERELLO, on the floor lying on her left side, in a puddle of urine near the commode. Plaintiff, MARCIA CHERELLO, reported she was getting up to urinate and slipped. Nursing charting asserts staff had been in the room 5-10 minutes earlier, left her in bed with bed alarm on, and she fell before staff could reach her.

27. After the fall, at 8:00 a.m. on January 19, 2025, nurse Yuval Brami documented the presence of a 1:1 sitter.

28. Imaging obtained after the fall confirmed a comminuted/displaced left femoral fracture/intertrochanteric left hip fracture, and orthopedic consultation recommended operative fixation.

29. On January 20, 2025, orthopedic surgeon Alan Saperstein, MD, performed operative repair (ORIF/intramedullary fixation) of the left intertrochanteric hip fracture.

30. Following surgery, documentation continued to describe confusion/agitation, and physical therapy noted the presence of a sitter and, two (2) days after the fall, on January 21, 2025, physical therapist, Vivien Smith, reported that Plaintiff, MARCIA CHERELLO'S, bed alarm was not working.

31. On January 26, 2025, Plaintiff, MARCIA CHERELLO, was discharged to a skilled nursing facility.

**COUNT I – NEGLIGENCE OF DEFENDANT, BOCA RATON REGIONAL HOSPITAL**

Plaintiff, MARCIA CHERELLO, realleges and incorporates by reference paragraphs 1 through 31 above and further alleges that:

32. At all times material to this cause, Defendant, BOCA RATON REGIONAL HOSPITAL, was a licensed, full-service, acute care hospital that held itself out to the public in general and Plaintiff, MARCIA CHERELLO, in particular as capable of providing, and also undertook the corresponding duty, by and through its nurses, staff, employees, agents, and apparent agents, to Plaintiff, MARCIA CHERELLO, of providing medical and nursing services, including monitoring, supervising, assisting, and managing Plaintiff, MARCIA CHERELLO, in light of her documented cognitive impairment, confusion, high fall risk, and functional decline, in accordance with that level of care and skill that is recognized as acceptable and appropriate by reasonably prudent similar healthcare providers in the same or similar community.

33. At all times material to this cause, Defendant, BOCA RATON REGIONAL HOSPITAL, by and through its nurses, staff, employees, agents, and apparent agents, undertook the duty to provide nursing care, supervision, assessment, monitoring, and fall-prevention interventions consistent with the prevailing professional standard of care for an elderly inpatient with dementia/altered mental status and high fall risk.

34. At all times material to this cause, Plaintiff, MARCIA CHERELLO, was a

foreseeable and known fall risk based on her advanced age, dementia/altered mental status and impaired cognition, mobility limitations/unsteady gait requiring assistance, elimination/incontinence issues, and the presence of tethering equipment and high fall-risk medications, factors repeatedly reflected in the charting and fall-risk assessments during the admission and prior to her fall in the early morning hours of January 19, 2025.

35. Defendant, BOCA RATON REGIONAL HOSPITAL, by and through its nurses, staff, agents, apparent agents, servants, and/or employees, breached its duties in one or more of the following ways:

- a. Failure to accurately assess and trend fall risk using the facility's adopted tool(s) and to ensure the assessment meaningfully captured known risk drivers, including cognition/dementia, fall history, toileting/elimination needs, mobility, high fall-risk medications, and tethering equipment.
- b. Failure to develop and implement an individualized fall-prevention plan tailored to Plaintiff's specific risks (dementia/forgetfulness, mobility, medications, tethering equipment, toileting/elimination needs, and predictable attempts to self-transfer), instead relying on generic EMR "bundle" interventions that did not adequately mitigate her foreseeable behavior of trying to get out of bed unassisted.
- c. Failure to implement appropriate toileting/elimination safety measures commensurate with Plaintiff's cognitive impairment and elimination needs, where the fall occurred in urine near the commode after Plaintiff attempted to toilet herself.
- d. Failure to provide the level of observation/supervision required for a dementia patient at high fall risk, including failure to timely consider and implement enhanced observation such as a 1:1 sitter before the fall, notwithstanding the post-fall implementation of a sitter as part of safety planning and prior admission implementation of a sitter.
- e. Failure to ensure the environmental and mechanical fall-safety measures were appropriate and effective, including appropriate bed setup/rail configuration and effective alarm-based safeguards; and/or failure to timely identify, address, and document any malfunction or ineffectiveness of such safeguards.

36. As a direct and proximate result of the negligence of Defendant, BOCA RATON REGIONAL HOSPITAL, Plaintiff, MARCIA CHERELLO, suffered bodily injury including a comminuted/displaced left femoral fracture/intertrochanteric left hip fracture requiring operative

repair (ORIF/intramedullary fixation), resulting in pain and suffering, disability, physical impairment, permanent and significant disfigurement and scarring, inconvenience, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, and aggravation of a previously existing condition and/or activation of a latent condition. These losses are permanent and continuing and Plaintiff, MARCIA CHERELLO, will continue to suffer these losses in the future.

WHEREFORE, Plaintiff, MARCIA CHERELLO, demands judgment against Defendant, BOCA RATON REGIONAL HOSPITAL, for compensatory damages, costs, interest, and such other relief as this Court deems just and proper, and demands a trial by jury of all issues so triable as a matter of right.

### **COUNT II – LOSS OF CONSORTIUM**

Plaintiff, SANTO J. CHERELLO, realleges and incorporates by reference paragraphs 1 through 36 above and further alleges that:

37. As a direct and proximate result of the negligence of Defendant as alleged herein, Plaintiff, MARCIA CHERELLO, sustained serious bodily injuries, including but not limited to a left hip fracture requiring surgical repair, hospitalization, and ongoing rehabilitative and custodial care.

38. As a direct and proximate result of the injuries to his wife, Plaintiff, MARCIA CHERELLO, and their sequelae, Plaintiff, SANTO J. CHERELLO, has suffered and will continue to suffer the loss of his wife's companionship, society, affection, assistance, conjugal fellowship, comfort, and consortium, and has been otherwise deprived of the services and marital relationship to which he was entitled. These losses are permanent and continuing and Plaintiff, SANTO J. CHERELLO, will continue to suffer these losses in the future.

WHEREFORE, Plaintiff, SANTO J. CHERELLO, demands judgment against Defendant, BOCA RATON REGIONAL HOSPITAL, for compensatory damages, costs, interest, and such other

relief as this Court deems just and proper, and demands a trial by jury of all issues so triable as a matter of right.

Dated February 3, 2026.

HOLLANDER LAW FIRM, P.A.  
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*/S/ GREGG M. HOLLANDER*

BY: \_\_\_\_\_

GREGG M. HOLLANDER, ESQ.  
FLORIDA BAR NO.: 973350

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## ***DURABLE POWER OF ATTORNEY***

I, MARCIA CHERELLO, of Boca Raton, FL (hereinafter referred to as "Principal"), hereby appoint my said husband, SANTO J. CHERELLO, of Boca Raton, FL, as my true and lawful agent (hereinafter referred to as "Agent") to exercise the powers and authorities granted under the terms of this Durable Power of Attorney.

Upon the resignation, death, or inability to serve for any reason of my said husband, or if my said husband declines or is not qualified to serve for any reason or is determined by a court of competent jurisdiction to be incapacitated, I designate my said children ROBYN PHELAN, of Foxborough, Massachusetts, LOREN ANN WORLEY, of Summerfield, Florida, and KEVIN CHERELLO, of New Port Richey, Florida, as my true and lawful agents (hereinafter referred to as "Agents") to exercise the powers and authorities granted under the terms of this Durable Power of Attorney, each individually vested with all right and authority to act independently of each other without the joinder and consent of the other to serve as my successor Agents, with all the authority granted to my originally named Agent.

Any third party to whom this power of attorney is presented may rely upon an affidavit by my Agent stating that to the best of my Agent's knowledge and belief this power has not been revoked, I am then living, and no proceedings have been initiated to determine my incapacity. No third party relying on this power and that affidavit will be liable for any losses, damages, or claims caused by compliance with the action requested by my Agent, unless that third party has actual knowledge of my death or the revocation of this power. 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 OR PROCEEDING THAT CONFIRMS THE VALIDITY OF THIS POWER OF ATTORNEY.

**MERE PHOTOCOPIES OR ELECTRONICALLY TRANSMITTED COPIES OF THIS DURABLE POWER OF ATTORNEY DO NOT HAVE THE SAME EFFECT AS THE ORIGINAL OF THIS DOCUMENT, UNLESS SUCH PHOTOCOPY OR ELECTRONICALLY TRANSMITTED COPY CONTAINS AN ORIGINAL CERTIFICATION OF ITS AUTHENTICITY BY A MEMBER IN GOOD STANDING OF THE FLORIDA BAR WHO EXAMINED THE ORIGINAL OF THIS DOCUMENT.**

### **ARTICLE I Resignation of Agent**

If any Agent wishes to resign, such Agent must give written notice to the following: (a) me, (b) my guardian, if I have been declared incapacitated and a guardian has been appointed for me, and (c) to any co-Agent, or if none, to the next named successor Agent.

Any Agent is disqualified from serving (or continuing to serve) under the terms of this Durable Power of Attorney if a licensed physician signs a written statement indicating that such Agent is unable to properly manage his or her financial affairs due to mental or physical disability.

## **ARTICLE II Compensation of Agent**

Any Agent serving under the terms of this Durable Power of Attorney shall be entitled to reimbursement of expenses reasonably incurred on behalf of me from my property. Further, any qualified Agent, as defined by section 709.2112(4) of the Florida Statutes, shall have the power to pay himself or herself, from my property, a fee that is reasonable under the circumstances as compensation for services rendered under this Durable Power of Attorney, which fee amount shall not exceed the customary and prevailing charges for services of a similar character at the time and place such services are performed.

## **ARTICLE III Grant of Powers to Agent**

All of my property and interests in property, both personal and real (including my homestead real property, subject to requirements of law), tangible and intangible, and including without limitation all property held in any type of joint tenancy (including tenancy in common, joint tenancy with right of survivorship, or tenancy by the entirety), all property over which I hold a general, limited, or special power of appointment, all choses in action, all other contractual or statutory rights or elections (including but not limited to any rights of elections in any probate or similar proceeding), and any and all other interests I have in any type of property whatsoever are subject to this Durable Power of Attorney, regardless of whether I own such property interest at the time this Durable Power of Attorney is executed or it is a property interest I later acquire, and regardless of whether such interest is located in Florida, whether the powers are exercised in Florida, or whether this Durable Power of Attorney is executed in Florida. With regard to all such property interests, I hereby grant to my Agent full power and authority to perform the following acts on my behalf:

(A) **Real Property:** To acquire, manage, insure, rent, lease (or terminate a lease, including ejecting, removing, or relieving tenants or other persons by all lawful means), mortgage (including but not limited to traditional mortgages, home equity lines of credit, and reverse mortgages, and including the power to release, satisfy, assign, enforce, draw funds from, or deal with such mortgage in any other manner), otherwise encumber, sell (including signing all listing agreements, contracts, and closing documents), accept or reject as a gift or security for a loan or otherwise, convey (with or without covenants), option, divest, contract, sue or defend, file for exemptions, improve, repair, preserve, protect, rebuild, reconstruct, modify, exchange, transfer, hypothecate, and take any action with respect to all real property and real property interests, whether wholly or partially owned by me, including but not limited to any commercial real property, residential real property, cooperatives, mobile homes, manufactured homes, and my homestead property (subject to joinder by spouse, as required by law).

(B) **Tangible Personal Property:** To acquire, accept as a gift or as security for a loan, reject, demand, buy, receive, manage, conserve, insure, protect, use, alter, repair, sell, convey (with or without covenants), exchange, dispose of, release, surrender, mortgage, pledge, hypothecate, pawn, lease, transfer, transport, and donate any and all tangible personal property or interests in tangible personal property.

(C) **Banking:** To conduct banking transactions as provided by section 709.2208(1), Florida Statutes, to include all powers statutorily authorized to be incorporated by reference into this Durable Power of Attorney as well as the following enumerated powers:

(1) To have complete access to any and all safe deposit boxes and/or vault space that I lease or maintain individually, in my trust, or with another person or persons, to add and remove any and all items belonging to me in such safe deposit boxes and/or vault space, and to close, surrender, or terminate such safe deposit boxes and/or vault space.

(2) To borrow money and establish one or more lines of credit, credit cards, or other types of credit with one or more financial institutions on my behalf on such terms and conditions as my Agent shall deem advisable; to pledge my property as security in order to borrow, pay, renew, or extend the time of payment of my debt; to secure all such credit and borrowing by liens upon my property; to execute, deliver, renew, and extend promissory notes and other obligations evidencing such debt; and to use, charge, or draw upon such lines of credit, credit cards, or other types of credit and borrowing.

(3) To manage any of my financial accounts via the Internet or other electronic access.

(4) To make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, bills of exchange, checks, drafts, or other negotiable or nonnegotiable paper owned by me, or payable to me or to my order, and to receive the cash or other proceeds of these transactions.

(5) To receive for me and act on a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument.

(6) To apply for and receive letters of credit from a financial institution and give an indemnity or other agreement in connection with letters of credit.

(7) To make deposits into any account with a financial institution.

(8) To contract to procure any service of any nature from a financial institution as my Agent considers desirable or advisable.

(D) **Investments:** To purchase, sell, invest, and reinvest any of my property (including without limitation redemptions and sales) in assets, securities, or interests in securities of any nature, including without limitation bonds, shares of stock, warrants, notes, debentures, loans, mortgages, common trust funds, purchase agreements, options to purchase property, commodities, futures, call and put options on stocks and

stock indexes traded on a regulated options exchange, precious metals, currencies, and other securities, interests, and property (real or personal) under such terms and conditions as my Agent sees fit, trade on credit or margin accounts (if deemed prudent for an individual of my age, health, life expectancy, and financial situation), pledge assets for that purposes, execute all assignments and other instruments necessary or proper for transferring them to the purchaser, and give good receipts and discharges for all money or property paid in exchange; encumber, insure, mortgage, or otherwise dispose of any such property; execute stock powers or similar documents on my behalf and delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other securities into or out of my name; vote at all meetings of stockholders of any company, otherwise act as my attorney or proxy in respect of my shares of stock and other securities and investments, and appoint substitutes or proxies with respect to any of those shares of stock; employ and compensate any investment management service, financial institution, or similar organization to advise my Agent, handle all investments, and render all accountings of funds held on my behalf under custodial, agency, or other agreements; do anything without a financial institution that my Agent is authorized by the terms of this Durable Power of Attorney to do with a financial institution; and conduct investment transactions as provided by section 709.2208(2), Florida Statutes, to include all powers statutorily authorized with respect to securities held by financial institutions to be incorporated by reference into this Durable Power of Attorney as well as the following enumerated powers:

(1) To purchase and otherwise manage commodities, commodity futures contracts, precious metals, currencies, and call and put options on stocks and stock indexes traded on a regulated options exchange and establish, continue, modify, or terminate option accounts with a broker.

(2) To purchase and trade on credit and margin accounts, if such is deemed prudent for an individual of my age, health, life expectancy, and financial situation.

(3) To manage any of my financial accounts via the Internet or other electronic access.

(E) **Insurance and Annuities:** To purchase, surrender, pay premiums for, rescind, release, terminate, exercise all options and other incidents of ownership, redeem, obtain cash surrender values, borrow against, and obtain any and all information regarding any life insurance, health insurance, property and casualty insurance, and any other insurance matter I may have, and any annuity policies, death benefits, and other such interests.

(F) **Retirement Assets:** To establish and exercise authority over any retirement plans (including IRAs, Roth IRAs, 401(k)s, 403(b)s, 457 plans, SEPs, profitsharing plans, pension, and tax-deferred annuities, or any other retirement plan, arrangement, or annuity (collectively referred to in this paragraph as "retirement plans")); select payment options, elect forms of payment, and make voluntary contributions to retirement plans; exercise investment powers available under any self-directed retirement plans; make rollovers, borrow from, and sell and purchase assets from retirement plans; receive and endorse checks or other distributions to me from any retirement plan; apply for service or disability retirement benefits; and waive my right to be a beneficiary of any retirement plan.

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(G) **Business Entities:** To continue, operate, participate in the operation of, and act for me in any business or enterprise, including but not limited to sole proprietorships, general partnerships, limited partnerships, joint ventures, business trusts, land-trusts, limited liability companies, and other domestic and foreign forms of organizations (collectively referred to in this paragraph as "business entity"); participate in any type of liquidation or reorganization of any enterprise or business entity; tender my resignation as officer or director of any enterprise or business entity; vote and exercise all rights, powers, privileges, and options (or empower another to vote and exercise those rights, powers, privileges, and options) concerning any business entity, and for such purpose sign and execute any proxies or other instruments in my name and on my behalf; perform a duty or discharge a liability that I have under any agreement related to any enterprise or business entity; enter into and approve agreements for merger, consolidation, reorganization, liquidation, and all other types of corporate transactions; enter into voting trusts and other agreements or subscriptions; enforce the terms of any agreement related to any enterprise or business entity by litigation, action, or otherwise; change the name or form of organization under which a business entity owned solely by me 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 such business entity; demand and receive money due or claimed by me or on my behalf in the operation of a business entity owned solely by me and control and disburse the money in the operation of the business entity; put additional capital into a business entity in which I have an interest; and establish the value of a business entity under a buy-out agreement to which I am a party.

(H) **Legal Actions:** To initiate, prosecute, defend, compromise, continue, negotiate, mediate, settle, collect, and abandon any claims or suits on my behalf before any court or administrative agency, specifically including an exploitation action or injunction as provided by law; demand, collect, receive, and receipt for any and all property and sums of money or payments belonging, due, or to become due to me; enforce and collect on any judgments recovered by me and execute satisfactions; give receipts, releases, and discharges; arbitrate and otherwise adjust claims in favor of or against me or any assets or entity in which I have an interest; agree to any rescission or modification of any contract or agreement; deal with all procedures incident to any legal proceeding, including but not limited to waiving the issuance of and accepting service of process on and appearing on my behalf; represent me in any and all matters requiring my approval and consent and to act on my behalf in all matters in connection with or arising from my interest in any trust of which I am the settlor or a beneficiary; and enforce the exercise of these powers granted to my Agent by this Durable Power of Attorney.

(I) **Employment:** To hire, reasonably compensate, and discharge (with or without cause) physicians, nurses, attorneys-at-law, appraisers, assistants, expert witnesses, accountants, brokers, real estate managers, investment counsel, housekeepers, aides, domestics, and such other people, firms, or organizations of which my Agent may be a member or employee (collectively referred to in this paragraph as "third party") as may be proper, convenient, necessary, or desirable to advise and assist in the management, maintenance, and disposition of my property. Such third party may have previously represented me, and in such event, I waive any conflict of interest that may arise as a result of the third party being retained, and I waive any privilege that may exist as a result of a confidential relationship between the third party and myself so long as the information is being transmitted to assist the Agent in the Agent's

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fiduciary capacity. Further, I specifically authorize such third party to deliver all relevant information and documents to my Agent.

(J) **Borrowing and Credit:** To continue, use, and terminate any charge or credit accounts; pay or dispute any charges on such accounts; borrow money from any person or entity whatsoever in such amounts and on such terms and conditions as my Agent deems advisable; pledge as security any of my property necessary to borrow, pay, renew, or extend the time of payment of my debt; execute, deliver, renew, and extend promissory notes or other obligations evidencing such borrowing; and to otherwise incur or guarantee indebtedness for which I will be liable and secure any such indebtedness by mortgage or other security interests encumbering my property.

(K) **Taxes and Other Government Obligations:** To prepare, sign, and file for me and on my behalf federal, state, or local income, gift, or other tax returns and governmental reports of all other types, FICA returns, payroll tax returns, claims for refunds, ruling requests, petitions to the courts regarding tax matters, and any and all other tax-related documents, including without limitation W-9 forms, receipts, offers, waivers, affidavits, consents, schedules, closing agreements, and any power of attorney form required by the Internal Revenue Service or other taxing authorities with respect to any tax period between 1970 and 2050; pay taxes due, collect refunds, post bonds, and contest deficiencies determined by the IRS and other taxing authorities; exercise any elections I may have under federal, state, or local tax law; allocate any generation-skipping transfer tax exemption available to me; protest and appeal any assessments or determinations of tax against me that my Agent deems to have been made without proper warrant; generally represent me in all tax matters and other governmental matters and proceedings of all kinds and for all periods between 1970 and 2050 and thereafter before all and all offices and officers of the Internal Revenue Service, any other taxing authority, any other governmental agency, or any court; and to receive and disclose confidential information regard tax matters for all periods between 1970 and 2050.

(L) **Medical Insurance Benefits:** To file and process claims for any medical bills with all insurance companies through which I have coverage, including but not limited to Medicare and Medicaid; receive from any insurer information obtained in the adjudication of any claim in regard to services furnished to me under Title XVIII (Medicare) of the Social Security Act; represent me in connection with any governmental or insurance health care benefits to which I may be entitled, including but not limited to Medicare, Medicaid, Social Security, and private health insurance reimbursements or benefit payments; and select, employ, and discharge any person or entity providing assistance with processing benefit claims or obtaining reimbursement or benefit payments in connection with the powers granted by this paragraph L.

(M) **Government Benefits:** To prepare, file, prosecute, settle, compromise, and abandon any claims to any benefit or assistance under any federal, state, local, or foreign statute or regulation; execute vouchers in my name for allowances and reimbursements payable to any government; receive, control, deposit, collect, receipt for, and take title to and hold all benefits under any local, state, or federal government or branch of government, including but not limited to Social Security benefits, unemployment payments, military service payments, Department of Veterans Affairs payments or grants, Medicaid, and Medicare payments; and, in general, to exercise all powers with respect to Social Security, unemployment,

military service, and governmental benefits, including but not limited to Medicare and Medicaid, that I could exercise if present and under no disability. For purposes of receiving Social Security benefits, my Agent is appointed my Representative Payee and may take all lawful means to recover such assets or to qualify me for such programs and to compromise claims for such assets and grant discharges for such assets in my name. Further, if my Agent determines in his or her sole discretion 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, my Agent may exercise the following powers:

(1) enter into a personal services contract on my behalf and for my benefit for the rendering of personal services to me by professionals, my Agent, or family members in return for reasonable compensation and reimbursement of expenses, even if doing so may be considered self-dealing.

(2) sign on my behalf any document necessary to reflect my intention to return to my residence after any incapacity or other condition that prevents me from currently residing in such residence.

This paragraph M is to be broadly interpreted, and to the extent of any conflict, the terms and provisions of this paragraph M shall supersede any other clause in this Durable Power of Attorney, except any conflicting provisions of paragraph I of Article IV.

(N) **Personal and Family Maintenance:** To perform the acts necessary to maintain the customary standard of living (including the distribution of income and principal of my estate) of me, my spouse, my children, and other individuals customarily or legally entitled to be supported by me (referred to in this paragraph as "me and my dependents"), including providing living quarters and funds for shelter, clothing, food, appropriate education, normal domestic help, usual vacations and travel expenses, and other living costs for me and my dependents; purchase medical insurance and pay for necessary medical, dental, and surgical care, hospitalization, and custodial care for me and my dependents; continue any provision made by me for me and my dependents for automobiles or other means of transportation, including registering, licensing, insuring, and replacing such automobiles or other means of transportation, executing and delivering applications for license plates and certificates of title, and endorsing for transfer and delivering certificates of title; maintain charge and credit accounts for the convenience of me and my dependents and open new charge and credit accounts that my Agent considers desirable to accomplish a lawful purpose.

(O) **Digital Assets:** To exercise full power and authority to access and deal freely with any digital assets I own. "Digital assets" shall mean any electronic record in which I have a right or interest, or as that term is otherwise defined in chapter 740, Florida Statutes, including, but not limited to, online accounts relating to email, banks, brokerage firms, Internet service providers, retail vendors, utilities, mutual funds, and the like. My Agent may exercise all power and authority over my digital assets that an owner and/or account holder or authorized user of the digital asset would have. In order to exercise the authority granted above, I further authorize my Agent:

(1) To access, use, and take possession 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;

(2) To take such actions as necessary, including employing agents to assist in decrypting any encrypted electronically stored information of mine or to recover or reset any password or other kind of account "sign in," login, user name, or authorization in order to access any digital device or digital asset of mine; and

(3) To securely and permanently delete digital assets of no monetary value.

Except as may be specifically limited above, I authorize any person or entity that possesses, has custody, or controls any digital assets of mine, including but not limited to, online accounts or electronically stored information of mine, to divulge to my Agent any electronically stored information of mine and any records pertaining to me maintained by that person or entity. This authorization is to be construed as my lawful consent under the Fiduciary Access to Digital Assets Act, the Electronic Communications Privacy Act (including the Stored Communications Act thereunder), the Computer Fraud and Abuse Act, and any other applicable federal or state data privacy law or criminal law.

Anything above to the contrary notwithstanding, my Agent shall not be entitled to the contents of any electronic communications sent or received by me, it being my express intent that my Agent shall be entitled to receive only a catalog of electronic communications, as that term is defined by chapter 740, Florida Statutes, and not the contents of my electronic communications.

**(P) Miscellaneous Powers:**

(1) To pay any and all bills, accounts, claims, and demands now or hereafter payable by me, including but not limited to payment of any and all expenses of my health care and any and all expenses that my health care surrogate under any Designation of Health Care Surrogate and/or my agent under any Durable Power of Attorney for Health Care may authorize or incur in connection with the exercise of such health care surrogate's and/or agent's authority under such instruments (including reasonable attorney fees) and reimbursement in full for any and all such expenses, losses, damages, and other charges that such surrogate and/or agent may pay or incur in connection with services rendered under such instruments, with the same effect as if I had made such direction myself.

(2) To take custody of my wills, deeds, life insurance policies, contracts, securities, and other important documents and sign receipts for them.

(3) To receive, open, redirect, read, and respond to my mail; change my mailing address; and otherwise represent me in any matter concerning the U.S. Postal Service.

(4) To continue or discontinue my membership or affiliation in any church, temple, club, society, order, or other organization (referred to in this paragraph as "membership"); and continue payments incidental to my membership, including continuing my pattern of contributions to such organizations as may be advisable.

(5) To renounce any fiduciary positions to which I have been or may be appointed, including but not limited to personal representative, trustee, guardian, conservator, agent-in-fact, and officer or director of a corporation, and to resign such positions in which capacity I am presently serving, and to file an accounting with a court of competent jurisdiction or settle on a receipt or release or other informal method as my Agent deems advisable.

(6) To obtain, change, and use my passwords to access any and all online accounts; access my computer and Internet accounts and records, including but not limited to emails I have sent, received, drafted, and deleted, and any other computer-generated transmissions and information that originated from me or were received by me from a third party; and act on my behalf in all regards electronically.

(7) To join with other persons with whom I own property as joint tenants with rights of survivorship in any transaction regarding that property.

(8) To house or arrange for the housing, support, and maintenance of any animals that I own or of which I have custody; pay reasonable boarding, kenneling, and veterinary fees for such animals; and dispose of any such animals in a humane fashion (preferably by finding another home for the animal) if the support and maintenance of such animals becomes unmanageable or unreasonably expensive.

(9) To apply for, fund, modify, withdraw from, and terminate a qualified tuition plan authorized under 26 U.S.C. sec. 529 or its successor provisions for any of my descendants, including the right to combine accounts, transfer an account from one state to another, and redirect the investment of the account, to the extent permitted by law.

(10) To transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any or all of my cash, property or interests in property, including any rights to receive income from any source, and to make such transfers absolutely in fee simple or for my lifetime only with the remainder or reversion (of the property so transferred) remaining in me so that such property will be disposed of at my death by my will or by the intestacy laws of the state in which I shall die a resident.

**ARTICLE IV**  
**Grant of Special Powers to Agent**

In addition to the powers granted under Article III of this Durable Power of Attorney, I hereby grant to my Agent full power and authority to perform the following acts on my behalf, specifying my intent to grant such power and authority by initialing next to each:

       (A) To create an inter vivos trust on my behalf, provided that the creation of such a trust disposes of my property in a manner consistent with my established estate plan (except to the extent that a trust is created under the terms of paragraph (I)(6) of this Article IV) and is in my best interest based on all relevant factors.

       (B) To modify, amend, revoke, or terminate a trust created by or on behalf of me, provided that such trust instrument explicitly provides for such modification, amendment, revocation, or termination by my Agent and provided that such action is necessary to effectuate a state or federal transfer tax benefit for me.

       (C) To make any gift, grant, or other transfer of my property for estate planning purposes, without consideration, either outright or in trust, including the forgiveness of indebtedness and the exercise of a presently exercisable general power of appointment held by me, outright to or for the benefit of any one or more of the following: (1) any charitable organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code that my Agent selects in any amount; (2) to or for the benefit of any person my Agent may select in an amount per donee not to exceed either (a) the annual dollar limits of the federal gift tax exclusion under 26 U.S.C. sec. 2503(b), as amended, without regard to whether the federal gift tax exclusion applies to the gift, or (b) twice the annual federal gift tax exclusion limit, if my spouse agrees to consent to a split gift pursuant to 26 U.S.C. sec. 2513, as amended.

       (D) To consent, pursuant to 26 U.S.C. 2513, as amended, to the splitting of a gift made by my spouse in an amount per donee not to exceed the aggregate annual gift tax exclusions for both spouses.

       (E) To create and change rights of survivorship with regard to any of my property, so long as such change is consistent with my established estate plan and my best interest based on all relevant factors.

       (F) To create and change a beneficiary or contingent beneficiary designation with regard to any of my property, so long as such change is consistent with my established estate plan and my best interest based on all relevant factors.

       (G) To waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

       (H) To disclaim any property or property interest that I would otherwise receive and disclaim any powers of appointment that I would otherwise have, regardless of whether such property, property interest,

or power of appointment passes or arises by testate or intestate succession, trust, contract, or inter vivos transfer.

mc (1) To do the following, if my Agent determines in his or her sole discretion 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:

mc (1) 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, creating and funding a revocable or irrevocable trust for the benefit of other persons, including but not limited to a special needs trust and any other trust deemed appropriate for such planning.

mc (2) transfer my assets, with or without consideration, to my spouse and/or 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 that I have established, including my Agent, and otherwise divest the principal of sufficient assets so as to qualify for medical assistance.

mc (3) purchase life insurance or annuities and change ownership of any life insurance or other insurance, brokerage, stock, bank, retirement, or other financially related account I may own, naming my Agent or anyone else as beneficiary or owner, so long as such change is consistent with my established estate plan and my best interest based on all relevant factors.

mc (4) sign an Assignment of Rights to Support or any other form required to assign my rights of spousal support, if married, in order to accomplish the goal of long-term care or to facilitate my Medicaid eligibility, as my Agent deems necessary or prudent, even if my Agent is my spouse.

mc (5) sign a joinder agreement for, sign all other necessary documents for, and transfer all funds deemed advisable by my agent to a pooled trust for my benefit, which pooled trust must be administered by a not-for-profit organization, as required by law.

mc (6) 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, creating and funding a revocable or irrevocable trust for the benefit of me, including but not limited to a qualified income trust, a special needs trust, a disabled under-65 trust, and any other trust deemed appropriate for such planning.

mc (7) convert nonexempt resources owned by me into exempt resources allowable under applicable state and federal regulations and rules.

mc (8) change my domicile to another state where the Medicaid eligibility rules are more favorable or benefits are more available, when the Agent deems it to be in my best interests.

Anything to the contrary notwithstanding elsewhere in this Durable Power of Attorney, the amount of any gift or transferred assets under this paragraph I may exceed any annual exclusion of Sections 2503(b), (c), and (e) of the Internal Revenue Code. Further, this paragraph I is to be broadly interpreted, and to the extent of any conflict, the terms and provisions of this paragraph I shall supersede any other clause in this Durable Power of Attorney.

An Agent may not exercise any authority under the terms of this Article IV to create in the Agent (or in any individual to whom the Agent owes a legal obligation of support) any interest in my property, whether by gift, right of survivorship, beneficiary designation, disclaimer, or otherwise, unless the creation of such interest in my property is consistent with my established estate plan and my best interest based on all relevant factors.

#### **ARTICLE V**

#### **Grant of Incidental Powers to Agent**

As supplementary to all powers granted under Articles III and IV of this Durable Power of Attorney, I grant my Agent the power to manage all assets and properties belonging to me or in which I have any interest, to expend whatever funds my Agent deems proper for the preservation, maintenance, and improvement of those assets and properties, and to execute any deeds, instruments, contracts, and documents and do all other acts, matters, and things whatsoever for and in my name, place, and stead in connection with the proper execution of the powers expressly conferred by this Durable Power of Attorney on my Agent.

#### **ARTICLE VI**

#### **Limitations on Grants of Powers**

Notwithstanding any provision in this Durable Power of Attorney to the contrary, any authority granted to my Agent shall be limited so as to prevent this 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 Internal Revenue Code. Further, my Agent shall have no incidents of ownership by reason of this Durable Power of Attorney in any life insurance policy in which I have an interest and which insures such Agent's life.

With regard to any designations of beneficiary, my Agent shall have no power to designate himself or herself directly or indirectly as a beneficiary or contingent beneficiary to receive a greater share or proportion of any such benefits than my Agent would have otherwise received unless all other beneficiaries who would have received the benefits but for the proposed change consent to such change, but in no circumstances shall this limitation apply to any designation of my Agent as beneficiary in a fiduciary capacity with no individual beneficial interest.

**ARTICLE VII**  
**Duties and Liabilities**

This Durable Power of Attorney shall be nondelegable, except with regard to those delegations permitted under section 518.112, Florida Statutes, as amended.

The Agent is not liable for any acts or decisions made by him or her in good faith under this Durable Power of Attorney, except as provided by law.

In any judicial action regarding this Durable Power of Attorney, including but not limited to the unreasonable refusal of a third party to allow an Agent to act pursuant to this instrument and challenges to the proper exercise of authority by the Agent, the prevailing party is entitled to damages and costs, including reasonable attorney's fees and costs.

**ARTICLE VIII**  
**Nomination of Guardian of Property**

By executing this Durable Power of Attorney, it is my intent to avoid the necessity of guardianship proceedings for my property, and in this regard, I specifically request that no guardianship proceedings for my property be commenced in the event of my incapacity. However, in the event that a court of competent jurisdiction finds it necessary to appoint a guardian for my property, I nominate my Agent to serve as my guardian, and I request the court to appoint my Agent as guardian of my property, provided that the court is satisfied that my Agent has faithfully administered his or her duties under this Durable Power of Attorney and that such appointment is in my best interests.

**ARTICLE IX**  
**Effect of Durable Power of Attorney**

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

The rights, powers and authority of my Agent to exercise any and all of the rights and powers granted by this Durable Power of Attorney shall commence and be in full force and effect as of the date of this instrument and shall remain in full force and effect thereafter. This Durable Power of Attorney is not terminated by my subsequent incapacity except as provided in chapter 709, Florida Statutes. This Durable Power of Attorney shall be valid until such time as I die, I execute a written revocation, or I am adjudicated incapacitated by a court of competent jurisdiction (unless the court determines otherwise), or the Agent's

authority terminates and this instrument does not provide for a successor Agent. The invalidity of a provision of this Durable Power of Attorney shall not affect another provision.

This instrument is to be construed and interpreted as a durable power of attorney under chapter 709, Florida Statutes, as amended, and the meaning and effectiveness of this Durable Power of Attorney shall be governed by the laws of the State of Florida.

**ARTICLE X  
Revocation of Previous Powers of Attorney**

By executing this Durable Power of Attorney, I hereby expressly revoke all other previously executed powers of attorney or similar writings, durable or otherwise, except the following: (a) limited powers authorizing any lawyer or certified public accountant to act on my behalf in any matter relating to federal or state taxes; (b) limited powers over any bank, brokerage, or mutual fund account or safe deposit box, provided in all cases that the power is signed by me on a form authorized or supplied by the Internal Revenue Service or the financial institution involved; and (c) any advance directive for health care, durable power of attorney for health care, or similar document.

**SIGNATURE OF PRINCIPAL**

I am fully informed as to all the contents of this Durable Power of Attorney and understand the full import of this grant of powers to my Agent.

*Marcia Charello*

\_\_\_\_\_  
MARCIA CHERELLO  
Dated: September 24, 2024.

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was subscribed or acknowledged before me by MARCIA CHERELLO by  physical presence or  online notarization on September 24, 2024.

Personally known, OR  
 Produced FL drivers license  
as identification

*[Signature]*  
\_\_\_\_\_  
Notary Public



STATEMENT OF WITNESSES

On the date written above, MARCIA CHERELLO declared to us in our presence that this instrument is her general Durable Power of Attorney and that she willingly signed it as a free and voluntary act for the purposes herein expressed.

  
Printed Name: Barbara J. Grzonow  
1515 S. Federal Highway, Suite 106  
Boca Raton, FL 33432  
(561) 395-1000

  
Printed Name: Christine Sprague  
1515 S. Federal Highway, Suite 106  
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