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IN THE COUNTY COURT OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR FLAGLER COUNTY, FLORIDA

FLAGLER GOLF MANAGEMENT, LLC,

Plaintiff,

CASE NO.: 2022-CA-000230
(Abated and consolidated with 2022-CA-658)

vs.

CITY OF FLAGLER BEACH,

Defendant.

CITY OF FLAGLER BEACH,

Plaintiff/Counter-Defendant,

CASE NO.: 2022-CA-000658
(formerly 2022-CC-000212)

vs.

FLAGLER GOLF MANAGEMENT, LLC,

Defendant/Counter-Plaintiff

MEDIATED SETTLEMENT AGREEMENT

The Plaintiff/Counter-Defendant, **THE CITY OF FLAGLER BEACH** (the "City"), a Florida municipal corporation, and the Defendant/Counter-Plaintiff, **FLAGLER GOLF MANAGEMENT, LLC** ("FGM" or the "Tenant") (collectively, the "Parties"), a Florida Limited Liability Company, whose address is 2531 Sawyer Terrace, Wellington, FL 33414, hereby enter into this Mediated Settlement Agreement (the "Agreement") to resolve any and all claims by and among the Parties in connection with or arising out of the above-styled actions (the "Lawsuit").

WHEREAS, City owns the real property located in Flagler County, Florida: 3600 South Central Avenue, Flagler Beach, FL 32136 (the "Property" or "Golf Course"); and

WHEREAS, FGM has possession of the Property pursuant to a Golf Course Lease Agreement (the "Lease"), dated November 20, 2015, which has been amended from time to time, and FGM manages and operates the City's golf course on the Property under the Lease; and

WHEREAS, this Agreement is the result of a mediated settlement of the Lawsuit, including Case Numbers 2022-CA-000230 (abated and consolidated with 2022-CA-000658) and 2022-CA-000658 (formerly 2022-CC-000212), all brought in the Circuit and County Court of the Seventh Judicial Circuit in and for Flagler County, Florida; and

WHEREAS, the Lawsuit involves an action for eviction and statutory holdover damages by the City; counterclaim(s) brought by FGM for breach of contract, interference with use, and interference with quiet enjoyment, as well as other claims; and a declaratory action brought by FGM related to the Parties' Lease and the termination thereof by the City; and

WHEREAS, to avoid the cost, expense, and unknown result of protracted litigation, the Parties desire to enter into this Agreement to settle and resolve the Lawsuit; and

WHEREAS, this Agreement and the satisfaction of its terms and condition, shall constitute a full and final resolution and settlement of all claims between the Parties arising from or related to the Lawsuit.

NOW THEREFORE, for good and valuable consideration received, the sufficiency of which is stipulated by the Parties, it is hereby resolved and agreed by and between the City and FGM as follows:

1. **Recitals**. The recitals and introductory paragraph are fully adopted and incorporated herein by reference as if set forth fully herein.

2. **9-Months to Sell FGM's Membership Interest in the Limited Liability Company**.

In exchange for the Judgment for Possession term set forth below and the prompt entry of a Judgment for Possession of the Property in favor of the City by the Circuit Court, the City agrees

that FGM shall have nine (9) months (270 days) to sell FGM's and its member's membership interests in Flagler Golf Management, LLC (the "Membership Interest") to a bona fide good faith purchaser for value.

- a. The Parties agree that while the Lease contains an express prohibition upon the assignment or subletting of the Lease (Article 14 of the Lease) to a third-party, there is no contractual provision between the Parties, in the Lease or elsewhere, prohibiting FGM and its members from selling the Membership Interest in FGM.
- b. The City agrees that during the term of this Agreement it shall not intentionally interfere with FGM or its members' attempts to sell the Membership Interest to bona fide good faith purchaser(s) for value – and will not interfere with FGM's operation of the golf course during the aforementioned 270 days – or at any time after this document is signed by FGM. The Parties will work together in good faith with respect to any repairs to the Property and clubhouse thereof at all times.
- c. The City agrees that a bona fide good faith purchaser of FGM's Membership Interest shall be entitled to assume all material terms of the current Lease.

i. Non-material terms include the name of Flagler Golf Management, LLC as the Lessee in the Lease. Following the completion of the sale of FGM's Membership Interest, the City will seek to have FGM change its legal name and amend the Lease to reflect said change. The name of the entity shall be at the discretion of the new owner(s) of the Membership Interest in FGM.

ii. Non-material terms also include the inclusion in the Lease by amendment for a felony criminal background check of the operator(s) if said operator(s) are not known by the purchaser(s) prior to the completion of the sale. In addition, should FGM breach the terms of this Agreement by completing the sale of the

Membership Interest without first providing the City with an opportunity to perform a felony criminal background check on the purchaser(s), the City will seek to amend the Lease to include such a term. (See City's Entitlement to Due Diligence in Paragraph 3).

iii. All other terms of the existing Lease, including the current, effective amendments thereto constitute material terms that the new purchaser(s) will be entitled to.

d. The nine (9) month period (270 days) shall begin to run and be calculated from the **Effective Date** of this Agreement (defined *infra*).

e. **No Extension.** The Parties agree that the nine (9) month period to sell the Membership Interest is a bargained for, material term of this Agreement, which is directly tied to the City's agreement to abate the enforceability of the Judgment for Possession term set forth below. Accordingly, the Parties agree that there shall be no extensions of the nine (9) month time period for FGM to sell the Membership Interest in FGM.

3. **City's Entitlement to Reasonable Due Diligence Defined.** Notwithstanding the City's agreement not to interfere with FGM and its members' attempts to sell the Membership Interest, the City is entitled to the following reasonable due diligence in advance of any sale:

a. Advance written notice from FGM to counsel for the City or the City Manager of FGM's intent to sell the Membership Interest, including:

i. Reasonable information identifying the purchaser of FGM's Membership Interest and reasonable information reflecting that the sale is to a bona fide, good faith purchaser for value. FGM shall also provide the City with reasonable information demonstrating that the purchaser(s) or their intended

operator (which may be an individual or corporate entity, subject to the Lease's terms and conditions) has prior experience operating a golf course or in golf course management.

ii.A felony criminal background check form provided to the City by FGM and completed by the intended purchaser(s) and/or operators, enabling the City to conduct a felony criminal background check. The felony criminal background check form is attached hereto as **Exhibit "A"**.

1. The Parties understand that prospective purchaser(s) may not have identified the individuals who will operate the Golf Course at the time of sale. Accordingly, if the purchaser(s) intend to hire others to operate the Golf Course at a later date, then FGM must inform the purchaser(s) that the City will be entitled to perform a felony criminal background check of the operators at that time and that the Lease may be amended in writing following the sale to require same. FGM is required to inform the purchaser(s) in writing of this term prior to sale.
2. Any felony criminal background checks performed shall be done at the City's expense and will be completed, within 7 days of the submission of the required form to the City or its attorney. The City shall notify FGM's counsel if it objects to the potential purchaser within said 7 days. If the City fails to object to said purchaser within said 7 days, the City will be deemed to have waived its right to object to the purchaser.

- iii. A sworn affidavit, prepared by the City and attached hereto as **Exhibit "B"**, executed by Terry McManus and notarized, establishing that neither Terry McManus nor any entity he is associated with, McManus's agents, assigns, family members, spouse, siblings, children, etc. shall have any financial interest in the purchaser(s) or their entities at the time of sale or at any time in the future. Any strawman transactions shall constitute a material breach of this Agreement.
- b. To the greatest extent possible, all communications between the Parties regarding the City's entitlement to reasonable due diligence set forth in paragraph 3 shall be in writing, with copies by electronic mail to FGM's counsel, Mr. Scott Zappolo, Esquire, at scott@zappololaw.com. Pursuant to the City's agreement not to interfere with FGM's ability to sell its Membership Interest in the limited liability company, the City, its elected officials, officers, employees, and agents, shall endeavor not to communicate directly with the purchaser(s) about the terms of any potential sale of the Membership Interest without FGM's participation and prior consent. However, the Parties acknowledge and agree that as a public entity which conducts public meetings with public comment periods, the City cannot absolutely agree to have no contact with the purchaser(s) prior to a sale. The City shall agree to promptly notify FGM and its counsel of any such unsolicited communications in writing and make every reasonable effort to include FGM and its counsel should the purchaser(s) contact the City, its elected officials, officers, employees, or agents.
- c. Prior to closing on any sale of its Membership Interest, FGM shall provide the purchaser(s) with a fully executed copy of this Agreement.

- d. The terms and conditions set forth in paragraph 3 constitute the reasonable due diligence the City is entitled to undertake and receive in advance of any sale of FGM's Membership Interest and the Parties agree that such terms and conditions in paragraph 3 do not constitute interference by the City.
- e. Any breach of the terms and conditions in paragraph 3 by FGM do not afford the City any legal right or claim to cancel any sale of FGM's Membership Interest. Instead, FGM's failure to comply with the terms and conditions of paragraph 3 shall constitute material breach(es) of this Agreement and afford the City all of its rights and remedies set forth herein.
- f. Any breach of the terms and conditions of this Agreement by the City shall give FGM the right to petition the Court to cancel the Final Judgment for possession referenced herein (para. 4).
- g. Upon any breach of this Agreement by either of the Parties, the non-breaching party shall give written notice to the other (the City c/o Drew Smith, dsmith@shepardfirm.com; and FGM c/o Scott Zappolo, scott@zappololaw.com). The breaching party shall have five (5) days to cure any alleged breach of this Agreement. If the alleged breached is not cured in five (5) days, the non-breaching party shall have the right to petition the Court for their respective remedies set forth in this Agreement.
- h. Following any such petition to the Court, if it is determined by the Court that a party breached the terms of this Agreement, then all claims released in the Specific Release attached hereto as Exhibit "D," shall be null and void, and the Parties may pursue their respective claims against one another.

4. Final Judgment for Possession and Abatement of FGM's Counterclaim(s).

a. In exchange for the nine (9) months for FGM to sell its Membership Interest, as well as other terms and conditions herein; FGM agrees and consents to the entry of a Final Judgment for Possession to be entered in favor of the City and against FGM by the Circuit Court in Case No. 2022-CA-000658 following the Effective Date (defined *infra*) of this Agreement.

i. Following the Effective Date (defined *infra*), the Parties shall file a joint motion, attaching a fully executed copy of this Agreement, a proposed order, and a proposed Final Judgment for Possession in the above-styled case.

ii. A copy of the agreed upon Final Judgment for Possession is attached hereto as **Exhibit "C"**.

iii. The Parties and their counsel agree to cooperate and file the joint motion and, if necessary, to attend any hearings necessary to effectuate the entry of the Final Judgment for Possession.

iv. The City shall not attempt to enforce the Final Judgment for Possession until nine (9) months (270-days) following the Effective Date of this Agreement unless FGM breaches the terms of this Agreement. Should FGM's ownership interest be sold as contemplated herein, the new owners (via the same LLC – but with changed name) shall be entitled to remain in possession of the Golf Course pursuant to the terms of the Lease (as may be modified herein).

v. The Final Judgment for Possession shall expressly state that execution thereof shall issue on a date certain, which shall be nine (9) months (270 days) from the Effective Date of this Agreement and make specific reference to this Agreement (see *infra* re Effective Date).

vi. The Final Judgment for Possession shall not include any damages or statutory holdover damages.

vii. **Attorneys' Fees and Costs Motion – Timeliness.** If the Final Judgment for Possession becomes enforceable, the City shall be entitled to file a motion for entitlement and quantification of attorneys' fees and costs notwithstanding the fact that said motion may be filed more than thirty (30) days after the Final Judgment for Possession is entered by the Circuit Court. FGM expressly consents to the filing of any such motion and FGM waives its right to object that the motion is untimely under the general law of the State of Florida, the Florida Rules of Civil Procedure, or Florida common law, so long as the City's motion for entitlement to attorneys' fees and costs is filed within thirty (30) days from the date certain when the Final Judgment becomes subject to execution, as set forth in Exhibit "C", or within thirty (30) days from the City filing a Notice and/or Motion for breach of this Agreement. By consenting to the timeliness of any such motion and waiving its right to object on the basis of timeliness, FGM is not waiving its right to object to entitlement or the reasonableness of the amount of attorneys' fees and costs requested.

viii. **Likewise, should the City Breach this Agreement and FGM pursue its claims, FGM shall be entitled to maintain its claim for attorney's fees and costs in the same manner as the City (procedure set forth above).**

ix. The date certain for the Final Judgment for Possession to become effective shall not be extended.

x. **Joint Motion to Abate/Stay FGM's Counterclaim(s).** In order to effectuate the terms of this Agreement, FGM further agrees to file a joint motion to abate

or stay FGM's counterclaim(s) against the City in Case No. 2022-CA-000658 pending the satisfaction of this Agreement. The parties and their counsel agree to cooperate in the drafting of the joint motion and to file any such additional notices, motions, or proposed order jointly and to appear at any hearings necessary effectuate the abatement or staying of FGM's counterclaim(s).

xi. The Parties agree that upon the Court's granting of the joint motions referenced herein, entering the proposed orders referenced herein, and the entry of the Final Judgment for Possession attached as Exhibit "C", that the Court may administratively close this Lawsuit while retaining jurisdiction to enforce the terms of this Agreement.

5. Satisfaction of Terms, Joint Stipulation of Dismissal With Prejudice, Vacating Final Judgment for Possession.

a. Following satisfaction of the City's Entitlement to Due Diligence as set forth in paragraph 3, the closing of the sale of 100% of FGM's Membership Interest within nine (9) months from the Effective Date of this Agreement, and the City receiving written notice and confirmation of same, the following shall promptly occur within three (3) business days:

- i. The Parties shall file a Joint Stipulation of Dismissal with Prejudice of all claims in or arising out of the Lawsuit.
- ii. The City shall also file a motion to vacate the Final Judgment for Possession.
- iii. The Parties agree to cooperate in good faith to file any such other notices, motions, or proposed orders jointly and to appear at any hearings that may be required to effectuate same.

iv. The Parties shall each execute and provide to the other a release in the form attached hereto as **Exhibit "D"**.

- b. Within 30 days following the satisfaction of terms set forth in paragraph 5.a.i-iv., the City shall refund all rent to FGM's prior members which was paid by FGM or its prior members into the registry of the Court or to the City during the term of this Agreement and the Lawsuit.
- c. FGM's unpaid utility bills for services by the City during the term of this Lawsuit and this Agreement through the date of the sale of FGM's Membership Interest will be waived by the City in writing, but only if (a) the purchase of FGM's Membership Interest effectively closes; and (b) the joint stipulations of dismissal with prejudice are filed and an order vacating the Final Judgment for Possession is entered by the Circuit Court.
- d. By the terms of this Agreement, the City is not agreeing to waive any rent due or bills for utility services from the City, which are incurred by FGM and its purchaser(s) following the effective closing of sale of FGM's Membership Interest.
- e. Should this Agreement be breached by FGM or the nine (9) month term expire without a sale and without the filing of joint stipulations of dismissal with prejudice, all rents, including holdover damages, and unpaid utility bills will remain due and owing from FGM, the Judgment for Possession shall be fully enforceable, and the City may seek amendment of the Judgment for Possession to make it immediately enforceable if FGM breaches this Agreement before the expiration of the nine (9) months.

6. No Intentional Tampering, Destruction or Waste. Any intentional tampering or destruction of City property, facilities, utilities, or utility lines, and any excessive waste by

FGM during the term of this Agreement shall constitute a material breach, are not released by the terms of the Specific Release set forth in Exhibit "D", and the City may pursue all civil and criminal remedies allowable by law and equity. Likewise, any intentional interference with FGM's operation of the Golf Course or its ability to sell its Membership interests as contemplated herein shall constitute a material breach and are not released by the terms of the Specific Release set forth in Exhibit "D" and FGM may pursue all civil and criminal remedies allowable by law and equity.

7. **Deadline for FGM/Terry McManus to Execute this Agreement.** FGM, Terry McManus, and/or an individual with an effective power of attorney, must execute this Agreement on behalf of FGM no later than June 12, 2023.

- a. FGM shall provide the City with an effective power of attorney demonstrating the authority of the individual executing this Agreement on behalf of Terry McManus if he does not execute this Agreement.
- b. FGM agrees to be bound by the execution of this Agreement by the individual holding the power of attorney.
- c. The Parties agree that the deadline to execute this Agreement no later than June 12, 2023 is an accommodation afforded to FGM due to Terry McManus's present incarceration.

8. **City's Execution of this Agreement and Public Hearing.**

- a. The Parties agree that because the City is a public entity, the City Commission must hold a duly noticed public meeting to consider the Agreement.
- b. The Parties agree that the City will not notice this Agreement for a public meeting until the City receives the executed Agreement from FGM.
- c. The City will provide FGM notice of the public meeting through counsel.

9. **Effective Date.** This Agreement shall not become effective until the City executes the Agreement following a duly noticed public meeting required by Florida law.
10. **Public Record.** The Fully Executed Agreement and its exhibits are public records, they shall be filed with the Court on the public docket, and they shall be given to the purchaser(s) prior to closing date of sale.
11. **Merger and Integration** Except as specifically stated otherwise herein, this Agreement sets forth the entire understanding of the parties relating to the subject matter hereof, and all prior understandings, written or oral, are fully merged and integrated into the terms of this Agreement. Notwithstanding this clause, this Agreement shall not alter or impair the current terms, conditions, rights and obligations of the Parties contained in the Lease.
12. **Specific Releases** The specific releases set forth in **Exhibit "D"** shall survive this Agreement and the Parties agree they shall be admissible in any subsequent proceeding arising out of or relating to the Lawsuit or this Agreement. Following the Effective Date of this Agreement, the specific releases shall not be effective if the terms and conditions of this Agreement are breached.
13. **Severability.** The Parties agree that each term, condition, clause and subclause or sentence contained in this Agreement shall be construed as independent of any other provision of this Agreement. In the event any term, condition, clause and subclause or sentence of this Agreement is found to be unenforceable, that portion of the provision shall be stricken and the remaining portion and provisions of the Agreement shall remain fully enforceable.
14. **Voluntary Agreement.** The Parties expressly recognize that this Agreement results from an arm's length negotiation process in which each of the Parties was given the opportunity

to consult with counsel and contribute to the drafting of the Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise shall therefore accrue to the benefit of either of the Parties and the Parties expressly waive the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement. The Parties expressly recognize that they have each entered into this Agreement knowingly and voluntarily.

[SIGNATURE PAGES FOLLOW]

Signed, sealed and delivered
in the presence of:


Print Name: antonio Rivera


Print Name: SCOTT W. ZIPP

Flagler Golf Management, LLC

By: Jacqueline A. POA
for Terene McManis, it's managing
member
Date: 6-11-2023

City of Flagler Beach
A Florida Municipal corporation

BY: Amy Johnston
Suzie Johnston, Mayor
Date: June 22 2023

ATTEST

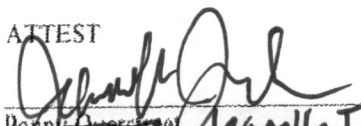

Deputy Seanelle Terrah
City Clerk

EXHIBIT "A"

Received by
[Signature]
[Illegible text]

Acknowledgement of and Consent to Background Screening

I hereby authorize the City of Flagler Beach to check any records pertaining to my criminal history including a Level II FBI (fingerprint) and driver's license history. I further authorize any law enforcement agency to release to the City of Flagler Beach information regarding convictions/dispositions under Florida Statutes or statutes of other jurisdictions.

Name (Full) _____

List any former names used _____

Social Security Number ____ - ____ - ____

Date of Birth _____

Current Street Address

_____, _____ _____
City State Zip Code

Driver's License Number _____

Name on Driver's License _____

By signing below, you are certifying that the above information is true and correct.

Signature

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn and acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of June 2023, by _____, who is ____ personally known to me or has produced _____ (type of identification) as identification.

Notary Public (Signature)

Notary Public (Printed name)

Commission No. _____

Expires _____

EXHIBIT "B"

IN THE COUNTY COURT OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR FLAGLER COUNTY, FLORIDA

FLAGLER GOLF MANAGEMENT, LLC,

Plaintiff,

CASE NO.: 2022-CA-000230
(Abated and consolidated with 2022-CA-658)

vs.

CITY OF FLAGLER BEACH,

Defendant.

_____ /

CITY OF FLAGLER BEACH,

Plaintiff/Counter-Defendant,

CASE NO.: 2022-CA-000658
(formerly 2022-CC-000212)

vs.

FLAGLER GOLF MANAGEMENT, LLC,

Defendant/Counter-Plaintiff

_____ /

AFFIDAVIT OF TERRY MCMANUS

STATE OF FLORIDA,)

COUNTY OF _____

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared TERRY MCMANUS who, first being duly sworn under oath, deposes and says:

My name is TERRY MCMANUS, I am over eighteen years of age, and I have personal knowledge of the information contained in this affidavit.

I am the managing member of Flagler Golf Management, LLC.

Pursuant to the terms of the Mediated Settlement Agreement (the "Agreement") between Flagler Golf Management, LLC, and the City of Flagler Beach, I swear or affirm that sale of Flagler Golf Management, LLC's member's interest, as contemplated by the Agreement, shall be an arm's length transaction to a bona fide purchaser for value.

I further swear or affirm that neither I, Terry McManus, nor any entity that I own, hold an ownership interest in, or that I am associated with in any way, nor my agents, assigns, family members, spouse, siblings or children shall have any interest in the purchaser(s) of Flagler Golf Management, LLC's membership interest at any time, including the time of the sale or at any time in the future.

I acknowledge that the execution of this affidavit is a material term of the Agreement.

FURTHER AFFIANT SAYETH NAUGHT

Dated: June _____, 2023.

TERRY MCMANUS

STATE OF FLORIDA,
COUNTY OF _____

The foregoing instrument was sworn and acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of June 2023, by Terry McManus, who is _____ personally known to me or has produced _____ (type of identification) as identification.

Notary Public (Signature)

Notary Public (Printed name)

Commission No.

Expires

EXHIBIT "C"

IN THE COUNTY COURT OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR FLAGLER COUNTY, FLORIDA

FLAGLER GOLF MANAGEMENT, LLC,

Plaintiff,

CASE NO.: 2022-CA-000230
(Abated and consolidated with 2022-CA-658)

vs.

CITY OF FLAGLER BEACH,

Defendant.

_____ /

CITY OF FLAGLER BEACH,

Plaintiff/Counter-Defendant,

CASE NO.: 2022-CA-000658
(formerly 2022-CC-000212)

vs.

FLAGLER GOLF MANAGEMENT, LLC,

Defendant/Counter-Plaintiff

_____ /

FINAL JUDGMENT FOR POSSESSION

THIS CAUSE comes before the Court, without a hearing, on Plaintiff/Counter-Defendant, CITY OF FLAGLER BEACH (the "City") and Defendant/Counter-Plaintiff, FLAGLER GOLF MANAGEMENT, LLC's ("FGM") (collectively, with City, the "Parties"): (a) joint motion to approve Mediated Settlement Agreement; (b) joint motion for entry of final judgment for possession only in favor of the City and against FGM; and (c) joint motion to abate or stay FGM's counterclaim(s) pending satisfaction of the Mediated Settlement Agreement (collectively, the "Motions"). The Court, having reviewed the Mediated Settlement Agreement and the Motions, including all exhibits thereto, and otherwise being fully advised in the premises, it is hereby

ORDERED and ADJUDGED as follows:

1. The Motions are **GRANTED**; and
2. The Mediated Settlement Agreement is **APPROVED**; and
3. FGM's counterclaim(s) raised in Case No. 2022-CA-000658 are **ABATED/STAYED** pending satisfaction of the terms of the Mediated Settlement Agreement or further order of this Court; and
4. Pursuant to the terms of the Mediated Settlement Agreement, the City is awarded **Final Judgment for Possession Only against FGM**, for which let execution issue on _____, 2024, entitling the City to evict Flagler Golf Management, LLC, from the property located at **3600 South Central Avenue, Flagler Beach, FL 32136** (the "Property" or "Golf Course"; and
5. Pursuant to the terms of the Mediated Settlement Agreement, this **Final Judgment for Possession Only** shall be held in abeyance and is not enforceable until _____, 2024, and **the Clerk shall not issue a writ of possession until such time absent further order of this Court.**

DONE AND ORDERED in Chambers at Bunnell, Florida on the _____ day of _____, 2023.

The Honorable Christopher A. France
County Court Judge

Cc: D. Andrew Smith, III, Esq.
Patrick Brackins, Esq.
2300 Maitland Center PKWY, STE 100
Maitland, FL 3275 (407) 622-1772
Counsel for the City

Scott Zappolo, Esq.
4360 Northlake Boulevard

Suite 101
Palm Beach Gardens, FL 33410
Scott@ZappoloLaw.com
Counsel for Flagler Golf

EXHIBIT "D"

Specific Full and Final Release Agreement

This Full and Final Release ("Specific Release Agreement") is made and entered by and between the **CITY OF FLAGLER BEACH**, a Florida municipal corporation, and **FLAGLER GOLF MANAGEMENT, LLC**, a Florida Limited Liability Company, whose address is C/O Scott Zappolo, Esq., 4360 Northlake Boulevard, Suite 101, Palm Beach Gardens, FL 33410.

WHEREAS, on the **Effective Date**, as defined in Paragraph 9 therein, the parties hereto entered a Mediated Settlement Agreement to resolve each parties' claims raised in Case Numbers 2022-CA-000230 (abated and consolidated with 2022-CA-000658) and 2022-CA-000658 (formerly 2022-CC-000212), all brought in the Circuit and County Court of the Seventh Judicial Circuit in and for Flagler County, Florida (the "Lawsuit"), and related to the Golf Course Lease Agreement entered by the parties on November 20, 2015 (the "Lease"), as amended from time to time; and

WHEREAS, the when the parties have each fully complied with the terms of said Mediated Settlement Agreement and, pursuant to the terms of said Mediated Settlement Agreement, they intend to fully release each other from all claims raised or which could have been raised in the Lawsuit arising from or related to the Lease.

NOW THEREFORE, in consideration of and in exchange for the mutual promises contained in the Mediated Settlement Agreement, the mutual releases granted herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Each party hereby fully, completely, and forever releases and discharges the other, its respective members, officials, directors, officers, agents, representatives, employees, beneficiaries,

heirs, successors, assigns and executors from and against any and all past, present and future losses, liabilities, responsibilities, demands, obligations, actions, causes of action, rights, judgments, interest, damages, compensation of any kind, liens, expenses (including attorney's fees and costs), and claims whatsoever, in law or in equity, whether based in statute, tort, contract, extra-contractual theories, or any other theories in law or equity, whether known or unknown, whether discovered or undiscovered, whether fixed or contingent, which arise out of or relate to the Lawsuit and the Lease.

It is understood further understood that this Specific Release Agreement shall survive the Mediated Settlement Agreement. In addition, should either party breach the terms of the Mediated Settlement Agreement, or if the Mediated Settlement Agreement and/or this Specific Release Agreement is not fully executed by both parties, then it shall have no force or effect.

**Signed, sealed and delivered
in the presence of:**

Flagler Golf Management, LLC

Print Name: _____

By: _____

Print Name: _____

Date: _____

**City of Flagler Beach
A Florida Municipal corporation**

BY _____
Suzie Johnston, Mayor
Date: _____

ATTEST

Penny Overstreet
City Clerk

DURABLE POWER OF ATTORNEY

OF

TERRENCE MANCEL MCMANUS

I, TERRENCE MANCEL MCMANUS, with an address of 2531 Sawyer Terrace, Wellington, FL 33414 make, constitute and nominate my daughter, JORDYN TAYLOR MCMANUS, with an address of 1440 SW 82nd Terrace, Plantation, FL 33234 as my agent.

ARTICLE I

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

ARTICLE II

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

2.1 Banking and Other Financial Institution Transactions. With regard to banking and other financial institution transactions, my agent shall have the authority to conduct banking transactions as provided in section 709.2208(1), Florida Statutes.

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

2.3 Real Property Transactions. With regard to real property transactions, my agent may exercise all of the following powers with regard to any real property I own: (1) convey or mortgage homestead property; (2) accept as a gift or as security for a loan or reject, demand, buy, lease, receive, or otherwise acquire an interest in real property or a right incident to real property; (3) sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease or sublet, or otherwise dispose of an estate or interest in real property or a right incident to real property; (4) release, assign, satisfy, and enforce by litigation, action, or otherwise a mortgage, deed of trust, encumbrance, lien, or other claim to real property that exists or is claimed to exist; (5) do any act of management or of conservation with respect to an interest in real property, or a right incident to real property, owned or claimed to be owned by me, including power to insure against a casualty, liability, or loss; obtain or regain possession or protect the interest or right by litigation, action, or otherwise; pay, compromise, or contest taxes or assessments or apply for and receive refunds in connection with them; and purchase supplies, hire assistance or labor, or make repairs or alterations in the real property; (6) use, develop, alter, replace, remove, erect, or install structures or other improvements on real property in which I have or claim to have an estate,

interest, or right; (7) participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property, receive and hold shares of stock or obligations received in a plan or reorganization, and act with respect to the shares or obligations, including selling or otherwise disposing of the shares or obligations; exercising or selling an option, conversion, or similar right with respect to the shares or obligations; and voting the shares or obligations in person or by proxy; (8) change the form of title of an interest in or right incident to real property; and (9) dedicate easements or other real property in which I have or claim to have an interest to public use, with or without consideration.

2.4 Tangible Personal Property Transactions. With regard to tangible personal property transactions, my agent may exercise all of the following powers: (1) accept as a gift or as security for a loan, reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property; (2) sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, create a security interest in, pawn, grant options concerning, lease or sublet to others, or otherwise dispose of tangible personal property or an interest in tangible personal property; (3) release, assign, satisfy, or enforce by litigation, action, or otherwise a mortgage, security interest, encumbrance, lien, or other claim on my behalf, with respect to tangible personal property or an interest in tangible personal property; and (4) do an act of management or conservation with respect to tangible personal property or an interest in tangible personal property on my behalf, including insuring against casualty, liability, or loss; obtaining or regaining possession or protecting the property or interest by litigation, action, or otherwise; paying, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments; moving from place to place; storing for hire or on a gratuitous bailment; and using, altering, and making repairs or alterations.

2.5 Business Operation Transactions. With regard to business operation transactions, my agent may exercise all of the following powers: (1) operate, buy, sell, enlarge, reduce, or terminate a business interest; (2) to the extent that my agent is permitted by law, to perform a duty or discharge a liability or exercise a right, power, privilege, or option that I have, may have, or claim to have under a partnership agreement, whether or not I am a general or limited partner; (3) to the extent that my agent is permitted by law, to enforce the terms of a partnership agreement by litigation, action, or otherwise; (4) to the extent that my agent is permitted by law, to defend, submit to arbitration, settle, or compromise litigation or an action to which I am a party because of membership in the partnership; (5) exercise in person or by proxy or enforce by litigation, action, or otherwise a right, power, privilege, or option I have or claim to have as the holder of a bond, share, or other instrument of similar character and defend, submit to arbitration, settle, or compromise a legal proceeding to which I am a party because of a bond, share, or similar instrument; (6) with respect to any business owned solely by me, continue, modify, renegotiate, extend, and terminate a contract made with any individual or legal entity, firm, association, or corporation by or on my behalf with respect to the business before execution of the power of attorney; (7) with respect to any business owned solely by me, to determine the location of its operation; the nature and extent of its business; the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation; the amount and types of insurance carried; and the mode of engaging, compensating, and dealing with its accountants, attorneys, and other agents and employees; (8) with respect to any business

owned solely by me, to change the name or form of organization under which the business is operated and enter into a partnership agreement with other persons or organize a corporation to take over all or part of the operation of the business; (9) with respect to any business owned solely by me, to demand and receive money due or claimed by me or on my behalf in the operation of the business and control and disburse the money in the operation of the business; (10) put additional capital into a business in which I have an interest; (11) join in a plan of reorganization, consolidation, or merger of the business; (12) sell or liquidate a business or part of it at the time and on the terms that my agent considers desirable; (13) establish the value of a business under a buy-out agreement to which I am a party; (14) prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business that are required by a governmental agency, department, or instrumentality or that my agent considers desirable and make related payments; and (15) pay, compromise, or contest taxes or assessments and do any other act that my agent considers desirable to protect me from illegal or unnecessary taxation, fines, penalties, or assessments with respect to a business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

2.6 Insurance Transactions. With regard to insurance transactions, my agent may exercise all of the following powers: (1) continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract procured by or on my behalf that insures or provides an annuity to either me or another person, whether or not I am a beneficiary under the contract; (2) procure new, different, or additional contracts of insurance and annuities for me or my spouse, children, and other dependents and select the amount, type of insurance or annuity, and mode of payment; (3) pay the premium or assessment on or modify, rescind, release, or terminate a contract of insurance or annuity procured by my agent; (4) apply for and receive a loan on the security of the contract of insurance or annuity; (5) surrender and receive the cash surrender value of a contract of insurance or annuity; (6) exercise an election; (7) change the manner of paying premiums; (8) change or convert the type of insurance contract or annuity with respect to which I have or claim to have a power described in this section; (9) apply for and procure government aid to guarantee or pay premiums of a contract of insurance on my life; (10) collect, sell, assign, hypothecate, borrow on, or pledge my interest in a contract of insurance or annuity; and (11) pay from proceeds or otherwise, compromise or contest, or apply for refunds in connection with a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing because of the tax or assessment.

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

disburse, or use anything received for an authorized purpose; and (6) transfer all or part of my interest in real property, stocks, bonds, accounts with financial institutions, insurance, and other property to the trustee of a revocable trust created by me as settlor.

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

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

accomplish a lawful purpose; and (6) continue payments incidental to my membership or affiliation in a church, club, society, order, or other organization or to continue contributions to those organizations.

2.10 Benefits From Certain Governmental Programs or Civil or Military Service.

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

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

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

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

ARTICLE III

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

Initial:

(TM)

Power to Make Annual Exclusion Gifts. I grant to my agent the power to make gifts (outright, in trust, or otherwise) of any of my property to or to pay amounts on behalf of any person in an amount per donee which qualifies for the Federal gift tax annual exclusion under Section 2503(b) of the Internal Revenue Code of 1986, as amended, or if I am married at the time and my spouse agrees to split gifts for Federal gift tax purposes, in an amount per donee which qualifies for twice the Federal gift tax annual exclusion.

(TM)

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

(TM)

Create an Intervivos Trust. I grant to my agent the power to create for me one or more revocable trusts (referred to as a "grantor trust") of which I am an income beneficiary and with such person or persons as my agent shall select as the trustee or co-trustees (including my agent, or a bank having trust powers or a trust company either of which must have, alone or when combined with its parent organization and affiliate, assets beneficially owned by others under its management with a value in excess of \$100,000,000 (U.S.)), without bond or

other security, and with such other terms and provisions as my agent shall deem appropriate, including, but not limited to, provisions to minimize or eliminate any death or transfer taxes which may be imposed on my estate, any grantor trust, any beneficiary of my estate or any beneficiary of any grantor trust, and to grant to the trustee or co-trustees of any grantor trust any one or more of the powers granted to a trustee under the governing law of the trust; provided, however, such trust agreement shall provide that I retain the power to revoke any such grantor trust, in whole or in part at any time, or that I have a general power of appointment over the assets of such grantor trust; and further provided that at my death the assets of any such grantor trust shall pass in a manner which is consistent with any existing estate plan which I may have previously instituted, including dispositions of my property by will, trust, beneficiary designation, or otherwise, and including the apportionment of taxes and other expenses, or if there is no person named in such grantor trust to whom such assets shall pass, then such assets shall be delivered to the personal representative of my estate. It is not my intention in granting the power enumerated in this paragraph to allow my agent to change in any way the persons who will be receiving the property of my estate or the overall scheme of my estate plan; rather, I am attempting to facilitate my agent's ability to save taxes or otherwise reduce the costs of administering my estate.

(TM)

Amend, Modify, Revoke, or Terminate a Trust Created by or on Behalf of Me. If I have already established a grantor trust, or if my agent creates a grantor trust for me, this paragraph shall include the power to alter, amend or modify such grantor trust in a manner which is consistent with the provisions contained therein; and in addition, any such grantor trust created by me or by my agent may be revoked by my agent as long as such revocation results in a disposition of my estate which is consistent with my existing estate plan. Further, my agent shall have the power to transfer all or part of the interest I may own in any real property, stocks, bonds, accounts with financial institutions, insurance, and other property to the trustee of such grantor trust.

(TM)

Create or Change Rights of Survivorship. My agent shall have the power to create, change, or terminate any ownership arrangement, including bank and brokerage accounts, in which I am a joint tenant owning an interest with one or more other persons with rights of survivorship.

(TM)

Create or Change a Beneficiary Designation. My agent may create a new beneficiary designation or change an existing beneficiary designation on any retirement plan as well as on any other account in which I own an interest at a bank, credit union, brokerage firm, insurance company, or other financial institution. The term "retirement plan" shall include any employee or self-employed benefit plan, individual retirement account, pension plan, thrift plan, stock bonus plan, tax sheltered annuity (whether payable to me or to another person), profit-sharing plan, or any other plan, arrangement or account which is qualified for favorable income tax treatment under Federal law.

(TM)

Waive My Right to be a Beneficiary of Joint and Survivor Annuity, Including a Survivor Benefit Under a Retirement Plan. My agent shall have the power to waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan. This waiver right shall apply to an annuity or retirement plan which is owned by me, in which I am a participant, or in which I am a beneficiary.

(TM)

Disclaim Property and Powers of Appointment. My agent shall have the power to disclaim any property, including a power of appointment, and also including any legacy, bequest, devise, gift, or other property interest or payment due or payable to me.

(TM)

Access Safe Deposit Box or Vault. My agent shall have free and private access to any safe deposit box or vault rented in my name alone, or jointly with one or more other persons, including authority to have it drilled to gain such access. My agent may add to or remove the contents of such box or vault, and my agent may close or surrender any such box or vault. However, my agent shall not deposit or keep in any such box or vault any property in which my agent has a personal ownership interest. Any institution in which such box or vault may be located shall incur no liability to me or my estate as a result of permitting my agent to exercise this power.

(TM)

Digital Assets, Digital Accounts, and Digital Devices. My agent shall have the power to access, manage, modify, control, use, continue, cancel, deactivate, delete, transfer, or archive my Digital Accounts and Digital Assets, and to access, control, use, deactivate, or dispose of my Digital Devices. "Digital Accounts" are electronic systems for creating, generating, sending, sharing, communicating, receiving, storing, displaying, or processing information which provides access to a Digital Asset which is stored on any type of Digital Device, regardless of the ownership of the Digital Device upon which the Digital Asset is stored, including but not limited to, email accounts, social network accounts, social media accounts, file sharing accounts, health insurance accounts, health-care accounts, financial accounts, credit card accounts, travel-related accounts, domain registration accounts, domain name service accounts, web hosting accounts, tax preparation service accounts, online store accounts and affiliate programs thereto, including accounts with publishers, internet service providers, retail vendors, utility companies and other online accounts which currently exist or may exist as technology develops or such comparable items as technology develops. "Digital Assets" mean data, files, text messages, emails, documents, audio, video, images, sounds, social media content, social networking content, apps, codes, health care records, health insurance records, credit card points, travel-related miles and points, computer source codes, computer programs, software, software licenses, databases, or the like, including access credential such as usernames, passwords and answers to secret questions, which are created, generated, sent, communicated, shared, received, or stored by electronic means on a Digital Device. "Digital Devices" are electronic devices that can create, generate, send,

share, communicate, receive, store, display, or process information, and such electronic devices shall include, but are not limited to, servers, desktops, laptops, tablets, peripherals, mobile telephones, smartphones, personal digital assistants, electronic books, electronic watches, electronic body and activity monitoring equipment, audio and video recorders, flash drives, hard drives, digital memory cards, and any similar storage device which currently exists or may exist as technology develops or such comparable items as technology develops.

(M)

Power to Perform All Other Acts. In addition to the powers enumerated above, I hereby give and grant unto my agent full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, as fully, to all intents and purposes, as I might or could do if personally present, hereby ratifying and confirming whatsoever my agent shall and may do by virtue hereof; provided, however, and notwithstanding the foregoing, if I have withheld a particular power or powers in this power of attorney, then my agent shall not have such power or powers by virtue of the power and authority conferred by this sentence.

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

Durable Power of Attorney of Terrence Mancel McManus

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

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

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

Signed on the 28 day of July, 2022.

Terrence Mancel McManus

TERRENCE MANCEL MCMANUS, Principal

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

Lee Slappy
LEE Slappy, Witness
(Printed Name)

Orlando Reddy
Orlando, Witness
(Printed Name)

STATE OF FLORIDA

COUNTY OF Polk

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Before me, the undersigned authority, by means of ☒ physical presence or ☐ online notarization, on this day personally appeared TERRENCE MANCEL MCMANUS, who produced a driver's license issued by Florida that contained his photograph and signature as identification thereby proving him to be the person whose name is subscribed to the foregoing instrument as Principal, and acknowledged to me that such Principal executed the foregoing instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office, on the 28 day of July, 2022.

Christina Hoaglin

Notary Public, State of Florida



Christina Hoaglin
Notary Public
State of Florida
Comm# HH093683
Expires 2/16/2025

