

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

68302

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

James E. Reeves, Special Referee

RECEIVED

MAY 07 2013

SC Court of Appeals

Case No. 2012-CP-38-0030

Shelton Hoffman a/k/a Shelton L. Hoffman.....Appellant

v.

SCBT, NC.....Respondents

**MOTION TO ALLOW NOTICE OF APPEAL
TO BE FILED OUT OF TIME**

The Appellant hereby moves for an Order of this Court allowing Notice of Appeal to be filed out of time pursuant to Rule 260 SCACR. Grounds for this Motion are as follows:

The Order of James E. Reeves, Special Referee for the County of Orangeburg was filed on March 19, 2013. On April 12, 2013 the Appellant served by hand delivery the Plaintiff, the Plaintiff's counsel, the Special Referee, and filed a copy of the Notice of Appeal with the Orangeburg Clerk of Court. (See attached affidavit w/ exhibits)

Being pro se and lacking knowledge of the legal system, the Appellant was unaware the Notice of Appeal had to be filed with the Court of Appeals within 10 days of service, but immediately began looking for an attorney to represent him in the appeal.

The Appellant was unable to find an attorney to represent him until April 29, 2013, when he retained Mark W. Hardee to represent him in this appeal. Mr. Hardee immediately filed a Notice of Appearance and attached a copy of the Notice of Appeal, which had previously been served by the Respondent.

Rule 203(b)(1) SCACR was complied with in this matter, in that the Notice of Appeal was timely served on the opposing party. Therefore, this Court has jurisdiction. Rule 203(d) SCARP was partially complied with, as the Notice of Appeal was filed with the lower Court. This rule also allows a Notice of Appeal that was not timely filed, to be reinstated upon compliance with Rule 260 SCACR.

Rule 260 SCACR allows a case to be reinstated, even if a Notice of Appeal was filed untimely, for good cause shown. Attached to this Motion is the Affidavit of Ronnie Hoffman, the son and Power of Attorney holder of the Appellant, that clearly states that the failure to timely file the Notice of Appeal was due to his lack of knowledge of the legal system, when he was left stranded without an attorney. The Affidavit also states grounds upon which justice would require that the issues to be appealed, be decided on the merits.

The Appellant would pray for an Order of this Court allowing the Notice of Appeal to be filed out of time. This matter should be decided on the merits. Because the Respondents were served with the Notice of Appeal in a timely manner, there can be no prejudice reasonably alleged by the Respondent.

MARK W. HARDEE, ATTORNEY AT LAW

A handwritten signature in black ink, appearing to read 'Mark W. Hardee', written over a horizontal line.

Mark W. Hardee
Attorney for the Appellant
2301 Devine St
Columbia, South Carolina 29205
(803) 799-0905
(803) 799-0470 (fax)

Columbia, South Carolina
May 7, 2013

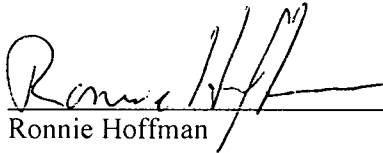
Shelton Hoffman a/k/a Shelton L. Hoffman,)
)
Plaintiff,)
)
vs.)
)
SCBT, NC)
)
Defendants,)
)

AFFIDAVIT OF RONNIE HOFFMAN

PERSONALLY appeared before me, Ronnie Hoffman, who being first duly sworn, deposes and says that:

- (1.) My name is Ronnie Hoffman; I'm the son of Shelton Hoffman.
- (2.) I have a Power of Attorney to act on behalf of my father, Shelton Hoffman, attached to this affidavit.
- (3.) My father is legally blind, as shown by the statement from his eye doctor, attached to this affidavit.
- (4.) My father attended the hearing which is the subject of this Appeal, pro se, after his attorney was relieved the same day as the hearing.
- (5.) I attempted to appeal the written order by the Special Referee, by serving a Notice of Appeal on the Defendant, Defendants counsel and the Special Referee and filing a Notice of Appeal with the Orangeburg Court. Attached are copies of the certificates of service.
- (6.) Due to my lack of knowledge of the legal system, I did not realize the Notice of Appeal also had to be filed with the Court of Appeals in Columbia, South Carolina.
- (7.) After serving the Notice of Appeals, I immediately contacted several attorneys to represent my father in this Appeal, and was not successful until I was able to retain Mark W. Hardee on April 29, 2013 to represent my father in this matter.

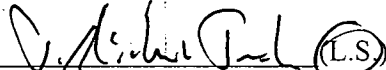
- (8.) There are many issues and improprieties regarding this foreclosure action including:
- a) Dismissal of fathers counsel the day of the hearing.
 - b) Refusal of the Special Referee to rule on outstanding Motions.
 - c) The refusal to take testimony regarding possible fraud by the bank.
 - d) Witnessing my father's signature outside of his presence.
 - e) Refusal to take testimony from a document examiner who was present in the court room at the time of the hearing.
 - f) The note the bank was foreclosing upon was altered and the mortgage was witnessed outside my father's presence.



Ronnie Hoffman

SWORN TO BEFORE ME THIS

7 day of MAY, 20

 (L.S.)

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 3-4-20

The Eye Center, P.A.

1655 Bernardin Avenue

Suite 100

Columbia, S.C. 29204

Phone (803) 256-0641

Fax (803) 779-3649

Fred Schwarz, M.D.
Ophthalmology
Ophthalmic Plastic &
Reconstructive Surgery

H.L., "Rick" Milne, M.D.
Ophthalmology
Cataract & Refractive Surgeon
Lasik & Multifocal Lenses

Brian Huff, M.D.
Ophthalmology
Cataract & Refractive Surgeon
Lasik & Multifocal Lenses

Matthew Clary, M.D.
Ophthalmology
Cataract & Refractive Surgeon
Lasik & Multifocal Lenses

June 25, 2012

RE: Shelton Hoffman
Chart# 1139
DOB: 08-20-1935

To Whom It May Concern:

The Eye Center has been following Shelton Hoffman since 2001 for macular degeneration, a condition which results in a permanent loss of vision in the center of the visual field because of damage to the retina. This loss of central vision profoundly affects visual functioning.

At Mr. Hoffman's his initial visit in April 2001, his best corrected vision was 20/30 in the right eye and 20/40 in the left eye. Due to progressive permanent vision loss as a result of macular degeneration, by 2009 his vision had been reduced to 20/70 in the right eye and 20/50 in the left eye. At his most recent visit in May of 2012, his vision had decreased to 20/200 in the right eye and 20/100 in the left eye.

Unfortunately, Mr. Hoffman's vision loss is due to age related macular disease for which there is no treatment. Please contact our office should you have further questions regarding his condition.

Sincerely,



Brian Huff, MD

STATE OF SOUTH CAROLINA)
)
COUNTY OF ORANGEBURG)

GENERAL DURABLE POWER OF
ATTORNEY AND REVOCATION
OF PRIOR POWERS OF ATTORNEY

I, *Shelton Hoffman*, a resident of Orangeburg County, South Carolina, am creating a durable power of attorney under the laws of the state of South Carolina.

**Article One
Revocation of Existing Powers of Attorneys**

I hereby revoke all Powers of Attorney previously granted by me as Principal and terminate all Agency relationships created by me *except* Powers granted by me for the following: (1) under any Durable Health Care Power of Attorney; (2) on forms provided by financial institutions granting the right to write checks on, deposit funds to and withdraw funds from accounts to which I am a signatory; (3) those granted to professional tax preparers; and (4) powers granting access to a safe deposit box.

**Article Two
Appointment of Agent**

Section 2.01 Initial Agent I appoint *Ronald Hoffman* to serve as my Agent(s).

Section 2.02 Prior or Joint Agent Unable to Act

A successor Agent or an Agent serving jointly with another Agent may establish that the acting Agent or joint Agent is no longer able to serve as Agent, by signing an affidavit that states that the Agent is not available or is incapable of acting. The affidavit may (but need not be) supported by a death certificate of the Agent, a certificate showing that a guardian or conservator has been appointed for the Agent, a letter from a physician stating that the Agent is incapable of managing his or her own affairs, or a letter from the Agent stating his or her unwillingness to act or delegating his power to the successor Agent.

**Article Three
Effectiveness of Agent Appointment - Durability Provision**

Section 3.01 Effectiveness

The authority granted to my Agent under this power of attorney shall be effective immediately upon signing.

Section 3.02 Durability

The authority granted to my Agent under this power of attorney shall not be affected by my subsequent disability, incapacity or lapse of time.

Section 3.03 Term of Durable Power of Attorney

This Durable Power of Attorney shall expire at the earlier of:

FILED Jun 08, 2012 11:01:36 am
BOOK 01462
PAGE 0067 THRU 0086
INSTRUMENT # 2012002201

FILED
ORANGEBURG
COUNTY
BILL ADDISON
REGISTER
OF DEEDS

Bill Addison
Signature

My death, (except for post-death matters allowed under the laws of South Carolina), or upon my revocation of this Power of Attorney.

ATTEST: TRUE COPY

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Bill Addison
AGENT
NOTARY

Article Four
Powers Granted to My Agent

I grant my Agent the powers described in this Article so that my Agent may act on my behalf. In addition, my Agent may do everything necessary to exercise the powers listed below:

Section 4.01 Power to Fund

My Agent may transfer any of my assets or any interest I have in any property, tangible or intangible, real or personal, to the trustee of any revocable trust agreement ("trust") created by me or by my Attorney-in-Fact acting within the authority granted in Section 4.17 before or after the execution of this power of attorney, and including any trust that may extend beyond my incapacity or beyond my lifetime.

In order that my Agent may transfer property under this Section, I grant Agent the following general powers for the specific purpose of transferring property to my trusts.

My Agent may transfer any interest I have in real or personal property, tangible or intangible to my trusts.

My Agent may assign any rights I have to receive income from any source to my trusts.

My Agent may execute all legal instruments and other documents necessary or convenient to transfer property to my trusts.

My Agent may terminate savings, checking, safekeeping, brokerage, investment advisory and custodial accounts in my name (alone or jointly with others) at any bank, broker or financial institution and transfer all or any part of my interest in the cash, stocks, bonds and securities of the accounts to my trusts.

My Agent may enter and remove my property from any safe-deposit box registered in my name (alone or jointly with others) and transfer the removed property to my trusts.

My Agent may designate the trust as beneficiary to receive any property, benefit or contract right on my death, or to change any existing designation to the trust as beneficiary.

I also grant my Agent general powers for the specific purpose of transferring any interest I may have in property owned by me to any general partnership, limited partnership, or limited liability company in which I have an interest. This power is subject to the same limitations as set forth in the preceding paragraphs of this Section.

Section 4.02 Power to Sell

Unless specifically limited by the other provisions of this power of attorney, my Agent may sell any interest I own in any kind of property, real or personal, tangible or intangible, including any contingent or expectant interest, marital right and any right of survivorship incident to joint tenancy or tenancy by the entirety. My Agent may determine the terms of sale and may grant options with regard to sales.

My Agent may dispose of sales proceeds on my behalf as my Agent determines is appropriate.

Section 4.03 Power to Buy

Unless specifically limited by the other provisions of this power of attorney, my Agent may buy any kind

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of property. My Agent may determine the terms for buying property and may obtain options to buy property. In addition, my Agent may arrange to insure the purchased property, and otherwise arrange for its safekeeping.

My Agent is authorized to borrow money for the purposes described in this Section and to secure the loan in any manner my Agent determines is appropriate.

My Agent is authorized to repay from my funds any money borrowed by me or on my behalf and to pay for any purchases made or cash advanced using my credit cards.

Section 4.04 Power to Invest

My Agent may invest and reinvest all or any part of my property in any other property of whatever type, real or personal, tangible or intangible, and whether located inside or outside the geographic borders of the United States and its possession or territories. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

Invest in securities of all kinds, limited partnerships interests, real estate or any interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, interests in trusts including investment trusts;

Participate in common, collective or pooled trust funds or annuity contracts;

Sell or otherwise terminate any investment made by me or on my behalf, and establish and terminate savings and money market accounts at banks and other financial institutions;

Establish and terminate accounts with securities brokers and use brokerage accounts to make short sales and to buy on margin, and pledge any securities held or purchased in brokerage accounts as security for loans and advances made to the account;

Establish and terminate agency accounts with corporate fiduciaries; and

Employ and fire financial and investment advisors.

Section 4.05 Power to Manage Real Property

My Agent may manage any real property I now own or may acquire in the future including my personal residence. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

Lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease or option extends beyond the term of this power of attorney;

Eject and remove tenants or other persons from property, and recover the property by all lawful means;

Collect and sue for rents;

Pay, compromise or contest tax assessments and apply for tax assessment refunds;

Subdivide, partition, develop, dedicate property to public use without consideration, or grant or release easements over my real property;

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Maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon and alter all or any part of my real property;

Employ laborers;

Obtain or vacate plats and adjust boundaries;

Adjust differences in the property's value on exchange or partition by giving or receiving consideration;

Release or partially release real property from a lien; and

Enter into any contracts, covenants and warranty agreements regarding my real property that my Agent considers appropriate.

My Agent may accept real property as a gift or as security for a loan.

Section 4.06 Power to Manage Tangible Personal Property

My Agent may manage any tangible personal property I now own or may acquire in the future. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

Lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease or option extends beyond the term of this power of attorney;

Recover my property by all lawful means;
Collect and sue for rents;

Pay, compromise or contest tax assessments and apply for tax assessment refunds;

Maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any of my property; and

Grant security interests in my property.

My agent may accept tangible personal property as a gift or as security for a loan.

Section 4.07 Power to Operate Business

My Agent may continue operating and managing any business in which I now or later own an interest for the period of time and in any manner my Agent considers appropriate. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

Act as a director, general or limited partner, or associate or officer of the business;

Select and vote for directors, partners, associates and officers of the business and enter into owners' agreements with other owners of any business in which I have an interest;

Execute agreements and amendments to agreements necessary to the operation of the business including, but not limited to, stockholder agreements, partnership agreements, buy-sell

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agreements and operating agreements for limited liability companies;

Hire and fire employees;

Pay employee's salaries and provide for employee benefits;

Employ legal, accounting, financial and other consultants;

Continue, modify, terminate, renegotiate and extend any contracts with any person, firm, association or corporation;

Execute business tax returns and other government forms required for my business;

Pay all business related expenses;

Transact business for me in my name and on my behalf;

Contribute additional capital to the business;

Change the name or the form of the business;

Incorporate the business;

Join in a plan to reorganize or consolidate my business, or merge my business with any other business;

Establish the value of the business under "buy-out" or "buy-sell" agreements to which I am a party;

Create, continue or terminate retirement plans for my business' employees and make contributions required by those plans;

Advance money or other property to the business and make loans of cash or securities to the business as my Agent considers appropriate; and

Borrow for the business and secure any loans with business assets or my personal assets.

My Agent may sell, liquidate or close a business upon terms my Agent considers appropriate, including a sale in exchange for cash, a private annuity and an installment note of any combination of those arrangements.

Section 4.08 Power to Manage Partnership Interests

My Agent may manage any general, limited or special partnership interest I own now or in the future. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

Exercise any right, power, privilege or option I may have or may claim under any contract with the partnership;

Modify or terminate my interest on terms and conditions my Agent considers appropriate;

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Enforce the terms of the partnership agreement for my protection by instituting or maintaining any action, proceeding or otherwise as my Agent considers appropriate; and

Defend, arbitrate, settle or compromise any action or other legal proceeding to which I am a party because of my membership in the partnership.

Section 4.09 Power Regarding Securities

My Agent may exercise all rights regarding securities that I own now or in the future. Specifically, my Agent may:

Buy, sell, and exchange all types of securities and financial instruments including but not limited to stocks, bonds and mutual funds, mutual funds and commodity futures contracts and call and put options on stocks and stock indexes;

Receive certificates and other evidences of ownership with regard to securities;

Hold securities in bearer or uncertified form and use a central depository, clearing agency or book-entry system such as The Depository Trust Company, Euroclear or the Federal Reserve Bank of New York;

Place all or any part of my securities in the custody of a bank or trust company or in the name of its nominee;

Employ a broker-dealer as custodian for my securities and register the securities in the name of the broker-dealer or its nominee;

Exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote;

Participate in any reorganization, recapitalization, merger or similar transaction; and

Exercise any subscription rights, option rights (whether or not qualified under the Internal Revenue Code) or other rights to which I am entitled now or in the future, or to sell and dispose of these rights, and, if required, to sign my name to rights, warrants or other similar instruments.

Section 4.10 Power to Collect and Settle My Obligations

My Agent may collect all rights and benefits to which I am entitled now or in the future, including, but not limited to rights to, cash payments, property, debts, accounts, legacies, bequests, devises, dividends and annuities. In collecting my obligations, my Agent may demand, sue for, arbitrate, settle, compromise, receive, deposit, expend for my benefit, reinvest or otherwise dispose of these matters as my Agent determines appropriate.

My Agent may use all lawful means and methods to recover these assets and rights, to qualify me for benefits and claim benefits on my behalf, and to compromise claims and grant discharges regarding the matters described in this Section. My Agent may convert my assets into assets that do not disqualify me from receiving benefits, or my Agent may divest my assets altogether. In any divestment action or asset conversion, I direct my Agent to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

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Section 4.11 Power Regarding Governmental Benefits

All Powers described in this section are exercisable with respect to all federal and state (or any subdivision thereof) programs existing when this power of attorney was executed or for which I become eligible after this power of attorney is executed. The power of attorney shall extend to any state in which I live when my Agent's powers become effective.

My Agent is appointed as my "Representative Payee" for the purposes of receiving Social Security benefits. My Agent may collect all benefits payable to or for my benefit by an governmental agency or body, such as Supplemental Social Security (SSI), Medicaid, Medicare, and Social Security Disability Insurance (SSDI). My Agent shall have the full power to represent me and deal in all ways necessary concerning rights or benefits payable to me by an governmental agency including, without limitation, Supplemental Social Security Income (SSI), Medicaid, Medicare, and Social Security Disability Income (SSDI).

My Agent may:

Execute vouchers in my name for allowances and reimbursements payable to me by the United States, a foreign government, a state, or a subdivision of a state to me, including allowances and reimbursements for my transportation, my husband's, children's and other individual's customarily or legally entitled to be supported by me, and for shipment of their household effects;

Take possession, remove and ship any of my property from a post, warehouse, depot, dock, or other place of storage, whether governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose;

Prepare, file, and prosecute my claims for benefits or assistances, financial or otherwise, for any claim to which I am entitled under a statute or government regulation;

Prosecute, defend, arbitrate, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive;

Receive the financial proceeds of any type of claim described in this Section and invest, disburse, or use the proceeds on my behalf for any lawful purpose; and

Sign on my behalf any document necessary to permit my return to my residence following my incapacity or other condition that presents me from currently living there.

Section 4.12 Power Regarding My Retirement Plans and Other Employee Benefits

My Agent may exercise all rights and collect all qualified retirement benefits to which I am entitled now or in the future. Specifically, my Agent may:

Establish, using any of my assets, one or more qualified retirement plans in my name;

Make contributions, including "rollover" contributions, or cause contributions to be made, to any qualified retirement plan my Agent considers appropriate using my assets;

Receive and endorse checks and other distribution to me from any qualified retirement plans, or arrange for the direct deposit of those checks or distributions in any of my accounts;

Elect any form of payment from my qualified retirement plans and to withdraw benefits on my

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behalf from the IRAs and retirement plans;

Make, exercise, waive or consent to any and all election and option that I may have regarding contributions to qualified retirement plans, investments and administration of the retirement plans, and distribution or other forms of qualified retirement benefits available to me; and

Borrow money, purchase assets from any of my qualified retirement plans and sell assets to any of my qualified retirement plans if the plan authorizes these actions.

My Agent may make beneficiary designations, whether revocable or irrevocable, change revocable beneficiary designations, and consent or waive consent in connection with the designation of beneficiaries and the selection of joint and survivor annuities under any employee benefit plan. But my Agent may not directly or indirectly designate a greater share or portion of any benefit than my Agent would have otherwise received unless all other beneficiaries under the IRA or plan consent to the change in beneficiary designation.

For all purposes of this Section, "qualified retirement plan" means a plan qualified under Section 401 of the Internal Revenue Code, and individual retirement arrangement under Section 408 or Section 408A or a tax-sheltered annuity under Section 403. The term "qualified retirement benefits" means the amounts held in or distributed pursuant to a plan qualified under Section 401, an individual retirement arrangement under Section 408 or Section 408A, a tax-sheltered annuity under Section 403 or any other benefit subject to the distribution rules of Section 401(a)(9).

Section 4.13 Power Regarding Bank Accounts

My Agent may establish bank accounts of any type in one or more bank institutions that my Agent may choose. My Agent may modify, terminate, make deposits to, write checks on, make withdrawals from and grant security interests in any account in my name or to which I am an authorized signatory, except accounts held by me in a fiduciary capacity. In exercising this authority, it does not matter whether or not the account was established by me or for me by my Agent. My Agent is authorized to negotiate, endorse or transfer any check or other instrument with respect to any account, to contract for any services rendered by any bank or financial institution, and to execute, on my behalf as principal, any agency or power of attorney forms furnished by a bank with respect to accounts with the bank that appoints the bank or any person as my agent.

If more than one Agent is serving concurrently under this power of attorney, the signature of any one of them is sufficient to endorse checks or drafts and to draw checks or drafts on my financial accounts.

Section 4.14 Power Regarding Safe-Deposit Boxes

My Agent may contract with any institution to rent a safe-deposit box in my name. My Agent may have access to any safe-deposit box in my name or with respect to which I am an authorized signer. This Section will apply whether or not the contract for the safe-deposit box was executed by me alone or jointly with others or by my Agent in my name. My Agent may also add to or remove the contents of a safe-deposit box, or terminate any rental contract for a safe-deposit box.

Section 4.15 Power to Prosecute and Defend Legal Actions

My Agent may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits or proceedings involving me in any way. This authority includes, but is not limited to, claims by or against me arising out of property damage or personal injury suffered by or caused by me or

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under circumstances such that the resulting loss may be imposed on me. My Agent may otherwise engage in litigation involving me, my property or my legal interests, including any property, interest or person for which or whom I have or may have any responsibility.

Section 4.16 Power to Loan and Borrow

My Agent may make secured or unsecured loans to any person, entity, trust or estate on my behalf, for any term or payable on demand, with or without interest. My Agent may enter into or modify the terms of any mortgage, deed of trust or security agreement made in connection with any loan and may release or foreclose on the mortgage, deed of trust, or security.

My Agents may borrow money on my behalf at interest rates and on other terms that Agent considers advisable from any person, institution or other source including, if my then-acting Agent is a corporate fiduciary, its own banking or commercial lending department.

My Agent may encumber my property by mortgages, pledges, and other hypothecation and shall have the power to enter into any mortgage or deed of trust even though the term of the mortgage or deed of trust may extend beyond the term for which this power of attorney is effective.

My Agent may borrow money for any purpose on any life insurance policy owned by me on my life even though the term of the loan may extend beyond the term for which this power of attorney is effective. My Agent may grant a security interest in the policy to secure the loan. In this regard, my Agent may assign and deliver the policy as security. No insurance company will be under any obligation to determine the necessity of the loan or how my Agent applies the loan proceeds.

Section 4.17 Power to Create Revocable Trusts for My Benefit

My Agent may execute a revocable trust agreement with any trustee or trustees that my Agent selects. All income and principal must be paid under the trust agreement, to me or another person for my benefit or applied for my benefit. The income and principal of the trust must be paid under the agreement in the amounts that I or my Agent requests or that the trustee or trustees determine. The remaining income and principal must be paid on my death to my personal representative under the agreement. The trust agreement must provide that it may be revoked or amended by me or my Agent at any time. The trust agreement, however, must provide that any amendment by my Agent must be of a type that by law or under the provisions of this power of attorney could have been included in the original trust agreement. In addition, my Agent may deliver and convey any or all of my assets to the trustee or trustees of the revocable living trust, or convey any or all of my assets to a revocable living trust that exists now or is created by me after the creation of this power of attorney.

My Agent may be sole trustee of my revocable living trust or one of several trustees.

The trustee must be a bank or trust company authorized to do trust business in the state in which I or my Agent reside now or in the future.

Section 4.18 Power to Withdraw Funds from Trusts

My Agent may withdraw and receive the income or principal of any trust over which I have a right of receipt or withdrawal. My Agent may request and receive the income or principal of any trust with respect to which the trustee has the discretionary power to make distributions to me or on my behalf. In connection with this, my Agent may execute and deliver to the trustee a receipt and release or similar document for the income or principal received. My Agent may exercise in whole or in part, release or let lapse any power of appointment held by me, whether general or special, or any amendment or revocation

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power under any trust, even if the power may be exercised only with the consent of another person and even if my Agent is the other person, subject to any restrictions on exercise imposed on my Agent under this power of attorney:

Section 4.19 Power to Renounce or Resign from Fiduciary Positions

My Agent may resign or renounce for me any fiduciary position I hold now or in the future including personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation and any governmental or political office or position. In so doing, my Agent may file an accounting with the appropriate of competent jurisdiction or settle on the basis of a receipt, release or other appropriate method.

Section 4.20 Power to Disclaim or Release Property Interests

My Agent may renounce and disclaim any property or property interest or power to which I may become entitled by gift, testate or intestate succession. My Agent may release or abandon any property interest or power that I may own or hold now or in the future, including any interest in, or right over, a trust, including the right to alter, amend, revoke or terminate the trust. My Agent may claim an elective share in any estate or under any will. But my Agent may not make any disclaimer that is expressly prohibited by the law or other provisions of this power of attorney.

Section 4.21 Power Regarding Insurance

My Agent may purchase, maintain, surrender, collect or cancel

All kinds of life insurance or annuities on my life or the life of any one in whom I have an insurable interest;

Liability insurance protecting me and my estate against third party claims;

Hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or my dependents; and

Casualty insurance insuring my assets against loss or damage due to fire, theft, or other commonly insured risk.

My Agent may pay all insurance premiums, select any options under the policies, increase coverage under any policy, borrow against any policy, pursue all insurance claims on my behalf, and adjust insurance losses. This authority shall apply to both private and public plans, including Medicare, Medicaid, SSI and Workers' Compensation.

My Agent may select and amend the beneficiary designations under insurance policies insuring my life. My Agent may also select and amend beneficiary designations under any annuity contract in which I have an interest; provided, however, that my Agent may not directly or indirectly designate to himself or herself a greater share or portion of any benefit my Agent would have otherwise received unless the change is consented to by all other beneficiaries under the policy.

My Agent may decrease or terminate coverage under any insurance policy insuring my life. My Agent may receive and dispose of the cash value received if the policy is decreased or terminated and dispose of the cash value as my Agent considers appropriate.

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Section 4.22 Power Regarding Taxes

My Agent may represent me in all tax matters and proceedings before any agent or officer of the Internal Revenue Service, state and local authorities and in any court, or all periods including the date this power of attorney is executed until December 31, 2099.

My Agent may:

Prepare, sign, and file all federal, state, and local tax returns including income, gift, FICA and payroll tax returns on my behalf;

Prepare, sign and file claims for refunds, requests for extensions of time to file returns or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts (including, but not limited to,, the United States Tax Court);

Sign consents and agreements under Section 2032A of the Internal Revenue Code or any successor section and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service or any state or local taxing authority with respect to any tax year;

Pay taxes due, collect and dispose of refunds as my Agent determines appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service or any state or local taxing authority;

Exercise any election I have under federal, state or local tax law and allocate any generation-skipping tax exemption to which I am entitled; and

Engage representation for me in any and all tax proceedings by attorneys-at-law, Certified Public Accountants, enrolled agents, and other licensed tax professionals.

Section 4.23 Power to Make Gifts

My Agent may make gifts on my behalf. In order to make gifts, my Agent may withdraw assets from any trust created by me or by my Attorney-in-Fact acting within the authority granted in Section 4.17 and from which I may withdraw assets.

For purposes of this power of attorney, my Agent may forgive any debts owed to me, and any debt forgiven will be considered a gift to the debtor.

For purposes of this Section, "my beneficiaries" shall mean my husband and my descendants and beneficiaries, including contingent beneficiaries, named in my Will or my revocable living trust.

My Agent may make gifts on the following terms and conditions:

(A) Continuation of My Gifting

My Agent may honor pledges and continue to make gifts to charitable organizations that I have regularly supported in the amounts I have customarily given. My Agent may make gifts in order to assure the continuation of any gifting program initiated by me prior to the time I became incapacitated.

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My Agent may make special occasion gifts to my estate plan beneficiaries, family members, or friends, in equal or unequal amounts, that reflect my past giving and my relationship with such individuals.

(B) Gifts to My Agent

I specifically authorize gifts to my Agent, but only a Special Agent appointed under the provisions of Section 8.04 may make gifts to my Agent. My Agent may not make gifts to himself or herself, his or her estate, his or her creditors, or the creditors of his or her estate.

(C) Gifts in Excess of the Annual Federal Gift Tax Exclusion

Only a Special Agent appointed under the provisions of Section 8.04 may make gifts in excess of the annual federal gift tax exclusion to my beneficiaries.

If my Agent determines that gifts in amounts in excess of the annual federal gift tax exclusion are in my best interest and the best interests of my beneficiaries, my Agent, by unanimous vote if more than one Agent is serving, shall appoint a Special Agent unrelated by blood or marriage to any Agent to review the facts and circumstances and to decide whether such gifts should be made. I recommend, but do not require, that my Agent select an independent certified public accountant, attorney-at-law, or corporate fiduciary to serve as the Special Agent under such circumstances.

Neither my Agent, nor the Special Agent appointed by my Agent, shall be liable to any beneficiary for exercising or failing to exercise its discretion to make gifts.

(D) Gifts for Tuition

My Agent may prepay the costs of tuition for any of my beneficiaries. My Agent shall make the payments directly to the educational institution or by establishing and contributing to a Qualified State Tuition Program established under Section 529 of the Internal Revenue Code.

(E) Gifts for Medical Expenses

My Agent may pay medical expenses for any of my beneficiaries as permitted under Section 2503(e) of the Internal Revenue Code. My Agent shall make the payments directly to the medical provider.

(F) Gift Splitting Authorized

My Agent is authorized to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code or under similar provisions of any state or local gift tax laws.

(G) Methods of Making Gifts

My Agent may make gifts of my property under this Section outright, in trust or in any other manner that my Agent considers appropriate.

By way of example and without limiting my Agent's powers under this Section, my Agent is specifically authorized to make gifts by creating tenancy in common and joint tenancy interests or establishing irrevocable trusts including charitable or non-charitable split interest trusts. My Agent may make gifts by establishing and contributing my property to corporations, family limited partnerships, limited liability partnerships, limited liability companies or other similar entities and by making gifts of interests in any of those entities.

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To accomplish the objectives described in this subsection, my Agent may establish and maintain financial accounts of all types and may execute, acknowledge, seal and deliver deeds, assignments, agreements, authorizations, checks and other instruments. My Agent may prosecute, defend, submit to arbitration, settle or propose or accept a compromise with respect to a claim existing in favor of or against me based on or involving a gift transaction on my behalf. My Agent may intervene in any related action or proceeding.

My Agent may perform any other act my Agent considers necessary or desirable to complete a gift on my behalf in accordance with the provisions of this Section.

(H) Standard for Making Gifts

It is my desire that in making gifts on my behalf, my Agent consider the history of my gift making and my estate plan. To the extent reasonably possible, I direct my Agent to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

(I) Ratification of Gifts

I specifically ratify any gifts made by my Agent under the terms of this power of attorney.

**Article Five
Care and Control of Principal**

My Agent may, in my Agent's sole and absolute discretion, exercise the following powers with respect to the control and management of my person.

Section 5.01 Power to Provide for My Support

My Agent may do anything reasonably necessary to maintain my customary standard of living, including:

Maintain my residence by paying all operating costs, including, but not limited to, interest on mortgages or deeds of trust, amortization payments, repairs and taxes, or by purchasing, leasing or making other arrangements for a different residence;

Provide normal domestic help;
Provide clothing, transportation, medicine, food and incidentals; and

Make all necessary arrangements, contractual or otherwise, for my care at any hospital, hospice, nursing home, convalescent home or similar establishment, or in my own residence should I desire it, and assure that all of my essential needs are met wherever I may be.

Section 5.02 Protect or Dispose of Property

If Agent determines that I will never be able to return to my residence from a hospital, hospice, nursing home, convalescent home or similar facility, my Agent may dispose of my residence. In so doing, my Agent may sell, lease, sublease or assign my interest on terms and conditions that my Agent considers appropriate. My Agent may store and safeguard any items of tangible personal property remaining in my residence and pay all storage costs. Alternatively, my Agent may sell any items that my Agent believes I will never need again on terms and conditions that my Agent considers appropriate.

As an alternative to storing my tangible personal property, my Agent may transfer custody and possession, but not title, of any property item to the person named in my Will or my revocable living trust

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as the person entitled to receive that property item on my death.

Section 5.03 Power to Provide for My Recreation and Travel

My Agent may, at my expense, allow me to engage in recreational and sports activities as my health permits, including travel.

Section 5.04 Power to Provide for Religious and Spiritual Needs

My Agent may provide for my religious and spiritual needs, including involvement of religious clergy and spiritual leaders in my care and my membership in religious and spiritual organizations consistent with my religious beliefs. My Agent may purchase religious books, tapes and other materials for my use and benefit.

Section 5.05 Power to Provide for Companionship

My Agent may arrange any form of companionship for me necessary to meet my needs if I am unable to arrange for such companionship myself.

Section 5.06 Power to Make Advance Funeral Arrangements

My Agent may make advance arrangements for my funeral and burial, including a burial plot, marker and any other related arrangements that my Agent considers appropriate.

**Article Six
Incidental Powers**

My Agent may perform those acts and execute and deliver those legal documents necessary or appropriate to the exercise of the powers set forth in this power of attorney, including, but not limited to the following incidental powers.

Section 6.01 Power to Commence Court Proceedings

My Agent may commence any court proceedings necessary to protect my legal rights and interests under this power of attorney, including, but not limited to:

Actions for declaratory judgments from any court of competent jurisdiction interpreting the validity of this power of attorney and any of the acts sanctioned by this power of attorney; provided, however, that my Agent need not seek a declaratory judgment to perform any act sanctioned by this power of attorney;

Actions for mandatory injunctions requiring any person or entity to comply with my Agent's directions as authorized by this power of attorney;

Actions for actual and punitive damages and the recoverable costs and expenses of such litigation against any person or entity who negligently or willfully fails or refuses to follow my Agent directions as authorized by this power of attorney.

Section 6.02 Power to Employ and Discharge Personnel

My Agent may employ and remove investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, expert advisors, agents and employments to advise or assist my Agent as my Agent considers appropriate.

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Section 6.03 Sign Documents

My Agent may sign, execute, endorse, seal, acknowledge, deliver and file or record all appropriate legal documents necessary to exercise the powers granted under this power of attorney.

Section 6.04 Power to Submit Costs for Payment

If my Agent incurs costs in performing any powers granted under this power of attorney, or in enforcing compliance with the powers given to my Agent under this power of attorney, my Agent may submit those costs to any person who has the authority to pay those costs such as the trustee of my revocable living trust or to my guardian or conservator. My trustee, conservator or guardian shall promptly pay those costs.

Section 6.05 Power Regarding My Mail

My Agent may open, read, respond to and redirect my mail. My Agent may represent me before the U.S. Postal Service and all other mail or package carriers in any matter relating to mail or delivery services including the receipt of certified mail.

Section 6.06 Power Regarding Memberships

My Agent may establish, cancel, continue or initiate my membership in organizations and associations of all kinds.

Section 6.07 Power Regarding Custody of Documents

My Agent may take, give or deny custody of my important documents, including my Will and any codicils, trust agreements, deeds, leases, life insurance policies, contracts or securities. My Agent may disclose or not disclose the whereabouts or contents of those documents as my Agent believes appropriate.

Section 6.08 Power to Care for My Pets

My Agent may provide for the housing support, and maintenance of my pet animals. My Agent may contract for and pay the expenses of their proper veterinary care and treatment. But if my Agent decides that the care and maintenance of my pet animals is unreasonable expensive or burdensome, my Agent may give the pet animals to persons willing to care for and maintain them.

**Article Seven
Limitation on Agent Powers**

All powers granted to my Agent under this power of attorney are subject to the limitations set forth in this Article.

Section 7.01 Tax Sensitive Powers

No individual serving as Agent may exercise any fiduciary power or discretion if the exercise of that power or discretion would:

Cause any income generated by my property to be attributed to my Agent for federal income tax purposes;

Cause the value of any property subject to this power of attorney to be included in my Agent's gross estate for federal estate tax purposes;

Cause any distribution made or allowed be made to my Agent to be treated as a gift from my

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Agent; or

Discharge a legal obligation of my Agent.

If the exercise of a power by an Agent under this power of attorney would cause any of the foregoing results, a Special Agent appointed under the provisions of Section 8.04 may exercise the power or discretion.

Section 7.02 Life Insurance on the Life of My Agent

No individual Agent may exercise any powers or rights in a policy owned by me that insures the life of that Agent. Any powers and rights regarding the policy will be exercised solely by another Agent serving under this power of attorney.

Section 7.03 Prohibition on Power over Prior Transfers

No Agent may exercise any power or authority over any irrevocable trust created by my Agent to which I am a trustee or a beneficiary or any asset given to me by my Agent.

Section 7.04 Trustee to Avoid Disrupting My Estate Plan

If it becomes necessary for my Agent to liquidate or reinvest any of my assets to provide support for me, I direct that my Agent, to the extent that it is reasonably possible, avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

If it is necessary to disrupt the dispositive provisions of my estate plan, my Agent will use his or her best efforts to restore my plan as soon as possible. My Agent will make reasonable efforts to obtain and review my estate plan. I authorize any person with knowledge of my estate plan or possession of my estate planning documents to disclose information to my Agent and to provide copies of documents to my Agent.

**Article Eight
Administrative Powers and Provisions**

This Article contains certain administrative powers and provisions that facilitate the use of the power of attorney and that protect my Agent and those who rely upon my Agent.

Section 8.01 Release of Information

My Agent may release and obtain, as the case may be, and all information regarding my financial investments and taxes, including any information regarding stocks, bonds, certificates of deposit, bank accounts, tax returns, retirement accounts, pension plans, and any other documents or information regarding my financial affairs and taxes from my attorneys-at-law, financial advisors, insurance professionals, accountants, stockbrokers, stock transfer agents, and any other persons having such information.

I release these persons or entities from any liability for releasing the above-referenced information to my Agent in reliance on this Section.

If my Agent is an attorney-at-law or other accounting or financial professional, the professional regulations of my Agent's profession and federal law may prohibit my Agent from releasing information about my financial affairs to others if I am a client of my Agent. This instrument, therefore, is a limited waiver of any privilege (such as the attorney-client privilege) that I have established with any Agent as a

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client. The privilege is waived for the limited purpose of permitting my Agent to perform his or her duties under this power of attorney.

Section 8.02 Nomination of Guardian of my Person and my Estate

If at any time proceedings are initiated for the appointment of Guardian of my person and my estate, I nominate the person serving, or named to serve, as my Agent at the time the proceedings are initiated.

If any person I have nominated is appointed Guardian of my person and my estate, I request that the court grant powers permitting my Guardian of my person and my estate to administer my estate independently of supervision and without adjudication, order or direction of any court.

If I regain the ability to adequately care for my children, I may terminate the guardianship by written request to the guardian, and my children shall return to my care.

Section 8.03 Appointment of a Special or Ancillary Agent

If for any reason any Agent is unwilling or unable to act with respect to any property or any provision of this power of attorney, my Agent shall appoint, in writing, a corporate fiduciary or an individual to serve as Special Agent as to the property or with respect to the provision. The Special Agent appointed must be an individual that is not related or subordinate to my Agent within the meaning of Section 672(c) of the Internal Revenue Code. My Agent may revoke any such appointment at will.

If my Agent determines that it is necessary or desirable to appoint an Ancillary Agent to act under this power of attorney in a jurisdiction other than this one, my Agent may do so. In making an appointment, my Agent may sign, execute, deliver, acknowledge and make declarations in any documents that may be necessary, desirable, convenient or proper in order to carry out the appointment.

A Special or Ancillary Agent may exercise all powers granted by this power of attorney unless expressly limited elsewhere in this power of attorney or by the instrument appointing the Special or Ancillary Agent. A Special or Ancillary Agent may resign at any time by delivering written notice of resignation to my Agent. Notice of resignation shall be effective in accordance with the terms of the notice.

Section 8.04 Agent Authorized to Employ my Attorney

My Agent may employ the attorney who prepared this power of attorney or any other attorney employed by me in connection with my estate plan or business matters and I specifically:

Waive any and all conflicts of interest that might arise through such employment;

Authorize the attorney to make full disclosure of my estate plan and business to the Agent; and

Authorize the attorney to accept the engagement.

Section 8.05 Fiduciary Eligibility of Agent

My Agent shall be eligible to serve in any other fiduciary capacity for me or for my benefit, including trustee, guardian, conservator, committee, executor, administrator, or personal representative.

Section 8.06 Reimbursement for Expenses and Compensation

My Agent may pay himself or herself, from my assets, fair and reasonable compensation authorized by law for services performed under this power of attorney, and in addition, my Agent may reimburse himself or herself for all reasonable expenses incurred for carrying out any provision of this power of attorney.

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Section 8.07 Liability of Agent

I release and discharge any Agent acting in good faith from any and all civil liability and from all claims or demands of all kinds whatsoever by me, my estate, and my heirs, successors and assigns arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence. This protection extends to the estate, heirs, successors and assigns of my Agent.

Section 8.08 Amendment and Revocation

I may amend or revoke this power of attorney at any time. Amendments to this document must be made in writing by me personally (not by my Agent) and must be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

Section 8.09 Resignation

My Agent may resign by the execution of a written resignation delivered to me or, if I am mentally disabled, by delivery to any person with whom I am residing or who has my care and custody.

Section 8.10 Signature of Agent

Agent shall use the following form when signing documents on my behalf pursuant to this power:

Shelton Hoffman by Ronald Hoffman, his Agent

Section 8.11 Interpretation

This power of attorney is a general power of attorney and should be interpreted as granting my Agent all general powers permitted under the laws of state of South Carolina. The description of specific powers is not intended to, nor does it, limit or restrict any of the general powers granted to my Agent.

Section 8.12 Use of "Agent" Nomenclature

The word "Agent" and any modifying or equivalent word or substituted pronoun includes the singular and the plural and the masculine, feminine and neuter genders.

Section 8.13 Third Party Reliance

No person who relies in good faith on the authority of my Agent under this power of attorney will incur any liability to me, my estate, or my heirs, successors and assigns.

Any party dealing with my Agent may conclusively rely upon an affidavit or certificate of my Agent that:

The authority granted to my Agent under this power of attorney is in effect;

My Agent's actions are within the scope of my Agent's authority under this power of attorney;

I was competent when I executed this power of attorney;

I have not revoked this power of attorney; and

My Agent is currently serving as my Agent.

Section 8.14 Effect of Duplicate Originals or Copies

If this power of attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Agent may make photocopies of this power of attorney and each photocopy

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the presence of each other, have hereunto subscribed our names as witnesses hereto.

Emily Korremula of West Columbia, South Carolina
Emily Korremula

[Signature] of West Columbia, South Carolina
Margaret A. Collins

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

PROBATE

PERSONALLY appeared before me Emily Korremula who, being duly sworn, says that she saw the above-named *Shelton Hoffman* sign, seal, execute, and deliver as her act and deed the foregoing *General Durable Power of Attorney* for the purposes and uses therein described, and that she with Margaret A. Collins witnessed the execution thereof.

Emily Korremula

SWORN TO and subscribed before me

This 6th day of June, 2012.

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 9/15/16

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[Signature]

THE HARDEE LAW FIRM
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Mark W. Hardee
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M. Christine Hardee
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May 7, 2013

The Honorable Jenny Abbott Kitchings
Clerk of Court
The Court of Appeals
1015 Sumter Street
Columbia, South Carolina 29211

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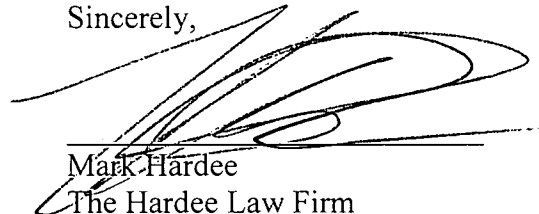
SC Court of Appeals

Re: SCBT, NC v. Shelton Hoffman a/k/a Shelton L. Hoffman
Case No.: 2012-CP-0030

Dear Ms. Abbott Kitchings.

Please find enclosed a Notice of Appeal, Certificate of Service, A Motion to file a Notice of Appeal Out of Time and a check in the amount of \$125.00 (\$100.00 for filing fee for Notice of Appeal and \$25.00 Motion fee).

Sincerely,



Mark Hardee
The Hardee Law Firm
2301 Devine Street
Columbia, South Carolina 29205
Attorney for the Appellant

MWH/vvm
Enclosures

CC: Shelton L. Hoffman
2950 Redmond Mill Rd
North, SC 29112
Appellant

Harriet Pollitt Wallace
Rogers Townsend & Thomas, PC
PO Box 100200
Columbia, SC 29202
Attorneys for the Respondent