

## DURABLE POWER OF ATTORNEY

I, **ROY WILLIAM HOWARD**, residing at 512 Simonton Street, Key West, Florida 33040, as principal (the "Principal") have this day appointed my daughter, **TRACY JANE JANSSEN** residing at 4542 Mediterranean Circle, Palm Beach Gardens, Florida 33418, to serve as my agent ("Agent"), and to exercise the powers set forth below.

This power of attorney shall be non-delegable except as otherwise provided in the Florida Statutes or under other applicable Florida law, and shall be valid and effective from the date hereof until such time as I shall die or revoke the power.

Without limiting the broad powers intended to be conferred by this durable power of attorney, I expressly authorize my Agent acting hereunder in a fiduciary capacity to do and execute all or any of the following acts, deeds, and things for my benefit and on my behalf.

### ARTICLE I

#### ASSET POWERS

My Agent is authorized in my Agent's sole discretion, from time to time or at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, as follows:

1. to transfer by sale or by gift hereunder any and every kind of property that I may own, now or in the future, real personal, intangible and mixed, upon such terms as my Agent shall deem appropriate, and to make such disposition of the proceeds of any sale as my Agent shall deem appropriate;
2. to buy every kind of property, real, personal, intangible and mixed, upon such terms as my Agent shall deem appropriate;
3. to borrow money, for the purpose described herein, and to repay such loans, or other debts of mine from any funds belonging to me; to make loans, upon such terms as my Agent shall deem appropriate;
4. to invest and reinvest all of any part of my property, in any property or interest in property whatsoever, real, personal, intangible and mixed; to establish, use, and terminate savings, checking IRA, brokerage and money market accounts with brokerage or financial institutions of all kinds;
5. to lease, sublease, recover possession of, and otherwise manage any real or personal property of mine; and to collect rents, insure, repair, preserve or improve the same;
6. to exercise all rights with respect to corporate securities which I own or may acquire; to execute stock powers or similar documents on my behalf and to delegate to a transfer

agent or similar person the authority to register any stocks, bonds, or other securities either into or out of my name, or the name of a nominee;

7. to vote at all meetings of stockholders of any company or corporation, and otherwise act as my Agent or proxy in respect of my shares of stock or other securities or investments which now or hereafter shall belong to me, and to appoint substitutes or proxies with respect to any such shares of stock;
8. to demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of as my Agent deems appropriate, all case, rights to the payment of cash, property (real, personal, intangible and/or mixed) rights and/or benefits to which I am now or may in the future become entitled, regardless of the identity of the individual or public or private entity involved (and for purposes of receiving social security benefits, my Agent may apply to be appointed as my "Representative Payee"); to utilize all lawful means and methods for such purposes; to make compromises, release, settlements and discharges with respect thereto as my Agent shall deem appropriate.
9. to have access to any safe deposit boxes in my name, and to add to and remove from the contents of any such safe deposit boxes;
10. to institute, defend, and settle any legal action, on my behalf;
11. to transfer assets to, or to fund, any trust created by me or of which I am beneficiary; to exercise, on my behalf, any power of mind to amend, or to revoke, any trust created by me, or to resign as trustee; to establish trusts on my behalf, including a Qualified Income Trust. to fund such trusts, and to serve as sole trustee or co-trustee; to make gifts on my behalf (but not gifts to my Agent, except as specifically provided herein);
12. to disclaim or renounce any property interest or benefits to which I may be entitled, or to make elections on my behalf;
13. to purchase, maintain, surrender, collect or cancel (a) life insurance or annuities of any kind on my life or the life of any one whom I have an insurable interest, (b) liability insurance protecting me and my estate against third party claims, (c) hospital insurance, medical insurance, Medicare supplement insurance, long-term care insurance, and disability income insurance for me or any of my dependents, and (d) casualty insurance assets of mine against loss or damage due to fire, theft, or other commonly injured risk; to pay all insurance premiums, to select any options under such policies, to increase coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses; to designate and change beneficiaries of insurance policies insuring my life and beneficiaries under any annuity contract in which I have an interest; to decrease coverage under or cancel any of the policies described herein, to receive and make such disposition of the cash value upon termination of any such policy as my Agent shall deem appropriate;

14. to act in my place and to make any election I might make with respect to pension or retirement plans (including IRA's), to make withdrawals from or to terminate such plans for any purpose and to pay any taxes owing as a consequence of any such withdrawals;
15. to act in my place with respect to all Social Security matters (including Medicare), Medical Assistance (Medicaid) and all other government benefits or entitlements (including Veterans benefits, life insurance and worker's compensation) and to deal with the agencies that administer such programs;
16. to act as attorney-in-fact to represent me before any office of the Internal Revenue Service to file tax returns and to receive confidential information and to perform any and all acts that I can perform with respect to all federal, state and local tax matters for all years and period for all types of tax. My attorney-in-fact is authorized to receive refund checks and is granted the power to sign returns. This power-of-attorney revokes all earlier powers-of attorney and tax authorizations on file with the Internal Revenue Service for all tax matter and years or periods.

## ARTICLE II HEALTH CARE

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time to exercise the authority described below relating to any matter involving my health and medical care. In exercising the authority granted to my Agent herein, my Agent is instructed that my Agent should try to discuss with me the specifics of any proposed decision regarding my medical care and treatment if I am able to communicate in any manner, even by blinking my eyes. My Agent is further instructed that if I am unable to give an informed consent to medical treatment, my Agent shall give or withhold such consent for me based upon any treatment choices that I have expressed while competent, whether under this instruments or otherwise. If my Agent cannot determine the treatment choice I would want made under the circumstances, then my Agent should make such choice for me based upon what my Agent believes to be in my best interests. Accordingly, my Agent is authorized as follows:

- (1) to have access to, and to disclose, medical records, as my Agent shall deem appropriate;
- (2) to employ and discharge medical personnel and to pay them reasonable compensation;
- (3) to give consent to any medical procedures, tests or treatments, including surgery; to arrange for my hospitalization, convalescent care, hospice or home care; to summon paramedics or other emergency medical personnel and seek emergency treatment for me, as my Agent shall deem appropriate; and under circumstances in which my Agent determines that certain medical procedures, tests or treatments are no longer of any benefit to me or, based on instructions previously given by me, are not desired by me regardless of benefit, to revoke, withdraw, modify or change consent to such procedures, tests and treatments, as well as hospitalization, convalescent care, hospice or home care

which I or my Agent may have previously allowed or consented to or which may have been implied due to emergency conditions. My Agent should try to discuss the specifics of any proposed decision regarding my medical care and treatment with me I am able to communicate in any manner, even by blinking my eyes. If I am unconscious or otherwise unable to communicate with Agent, then my Agent's decision should be guided by taking into account (a) the foregoing provisions of this paragraph, (b) any preferences that I may precisely have expressed on the subject, (c) what my Agent believes I would want done in the circumstance if I were able to express myself, and (d) any information given to me Agent by the physicians treating me as to my medical diagnosis and prognosis.

- (4) to give, withhold or withdraw consent to psychiatric treatment;
- (5) to consent to the administration of pain-relieving drugs, or medical procedures of any kind, for relief of pain, even though their use may lead to permanent physical damage or addiction or even hasten the moment of (but not intentionally cause) my death;
- (6) to grant release from liability required by any hospital or physician to implement my wishes regarding medical treatment or non-treatment.

IN ADDITION TO THE POWERS SET FORTH HEREIN, AND NOT BY WAY OF LIMITATION, MY AGENT IS HEREBY DESIGNATED AS, AND SHALL EXERCISE ALL THE POWERS CONFERRED BY LAW UPON, A HEALTH CARE SURROGATE UNDER FLORIDA LAW, OR THE LAW OF ANY JURISDICTION WHERE MY AGENT MAY BE ACTING.

#### HIPAA Release Authority

I intend for my agent to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (a/k/a HIPAA), 42 1320d and 45 CFR 160-164. I authorize:

*RW* Any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health care provider, any insurance company and the Medical Information Bureau, Inc. or other health care clearinghouse that has provided treatment or services to me or that has paid for or is seeking payment from me for such services.

*RW* To give, disclose and release my agent, without restriction.

*RW* All of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, to include all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illnesses and drug or alcohol abuse.

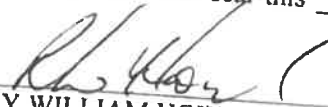
The Authority given my agent shall supersede any prior agreement that I may have made with my health care providers to restrict access to or disclosure of my individually identifiable

health information. The authority given my agent has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

**ARTICLE III**  
**MISCELLANEOUS**

1. In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient to such exercise.
2. To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.
3. If, for any reason, any provision of this Power of Attorney is determined not to be legally valid in any regard or, if any provision of it is determined not to conform to the requirements of Florida law, or the law of any jurisdiction in which the powers granted herein are sought to be exercised, I direct that such provision be deemed severable and that all other provisions be deemed binding and effective, and each provision nonetheless be honored to the fullest extent possible by my attorney-in-fact, attorney, and others as the expression my will.
4. This power of attorney shall not be affected by my subsequent disability or incapacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of July 2017.

  
\_\_\_\_\_  
ROY WILLIAM HOWARD

Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_  
Witness Signature

  
\_\_\_\_\_  
Witness Signature

Christopher Benson Daem  
\_\_\_\_\_  
Witness Printed Name

Isabel Vega  
\_\_\_\_\_  
Witness Printed Name

  
\_\_\_\_\_  
RWH

STATE OF FLORIDA

COUNTY OF MONROE

I HEREBY CERTIFY that on this day before me, personally appeared ROY WILLIAM HOWARD, who is personally known to me or who has presented FLDL as identification, and who has executed the foregoing instrument and has not taken an oath. WITNESS my hand and official seal in Key West, Monroe County, Florida, this 20<sup>th</sup> day of July, 2017.



Brandi Green  
Signature of Notary Public

Print Name: Brandi Green

My Commission Expires: 06/29/2020