

**Durable Power of Attorney**

**of**

**John E. McLeod**

**June 19, 2023**

LAW OFFICES

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# Durable Power of Attorney of John E. McLeod Table of Contents

<b>Article One Appointment, Effectiveness, and Durability .....</b>	<b>1</b>
Section 1.01 Appointment .....	1
Section 1.02 Authority to Delegate.....	1
Section 1.03 Spouse as Agent.....	1
Section 1.04 Self-Dealing by Spouse or Descendant.....	1
Section 1.05 Effectiveness .....	2
Section 1.06 Durability .....	2
Section 1.07 Termination of Durable Power of Attorney .....	2
Section 1.08 Suspension of Agent's Authority .....	2
 <b>Article Two General Powers .....</b>	 <b>2</b>
Section 2.01 Real and Personal Property Sales and Purchases.....	3
Section 2.02 Real Property Management.....	3
Section 2.03 Homestead Property Limitation .....	4
Section 2.04 Tangible Personal Property Management .....	4
Section 2.05 Residence and Tangible Personal Property .....	4
Section 2.06 Bank Accounts and Banking Transactions .....	5
Section 2.07 Investments and Investment Transactions .....	6
Section 2.08 Obligations.....	7
Section 2.09 Bankruptcy .....	8
Section 2.10 Legal Actions .....	8
Section 2.11 Fiduciary Positions.....	8
Section 2.12 My Spouse .....	8
Section 2.13 My Support .....	9
Section 2.14 Support of Dependents.....	9
Section 2.15 Advance Funeral Arrangements .....	9
Section 2.16 Memberships.....	9
 <b>Article Three Additional Powers.....</b>	 <b>9</b>
Section 3.01 Fixtures and Personalty .....	9
Section 3.02 Insurance Transactions.....	10
Section 3.03 Estate Transactions .....	10
Section 3.04 Safe-Deposit Boxes.....	10
Section 3.05 Loans and Notes.....	10
Section 3.06 Government Agencies and Benefits.....	10
Section 3.07 Deal with Tax Authorities.....	10

Section 3.08	Reimbursement of Health Care Agent.....	11
Section 3.09	Employment of Professionals .....	11
Section 3.10	Gift-Splitting .....	11
Section 3.11	Intent to Return Home .....	12
Section 3.12	Domicile.....	12
Section 3.13	Nomination of Guardian .....	12
Section 3.14	Marital Agreements and Designation of Spouse as Agent.....	12
Section 3.15	Caregiver Agreements .....	12
Section 3.16	Credit Cards .....	12
Section 3.17	Online Accounts, Digital Assets, and Digital Devices .....	13
Section 3.18	Companionship .....	14
Section 3.19	U.S. Mail.....	14
<b>Article Four Special Powers .....</b>		<b>14</b>
Section 4.01	Disclaimers and Statutory Elections .....	14
Section 4.02	Powers of Appointment .....	14
Section 4.03	Trusts.....	15
Section 4.04	Annuities .....	16
Section 4.05	Gifting Powers .....	16
Section 4.06	Qualified Plans.....	16
Section 4.07	Estate and Long Term Care Planning .....	16
Section 4.08	Ownership and Rights of Survivorship.....	17
Section 4.09	Beneficiary Designations.....	18
Section 4.10	Exercise of Power in Favor of Agent.....	18
<b>Article Five Incidental Powers .....</b>		<b>18</b>
Section 5.01	Court Proceedings.....	18
Section 5.02	Document Execution.....	19
Section 5.03	Custody of Documents.....	19
<b>Article Six Limitation on Powers .....</b>		<b>19</b>
Section 6.01	Limitation on Authority of Agent.....	19
Section 6.02	Tax Sensitive Powers.....	19
<b>Article Seven Administrative Powers and Provisions.....</b>		<b>20</b>
Section 7.01	Release of Information.....	20
Section 7.02	Agent Authorized to Employ My Attorney .....	20
Section 7.03	Fiduciary Eligibility of Agent.....	21
Section 7.04	Revocation .....	21
Section 7.05	Resignation .....	21
Section 7.06	Notice.....	21
Section 7.07	Signature of Agent .....	21

Section 7.08	Interpretation.....	21
Section 7.09	Use of "Agent" Nomenclature .....	22
Section 7.10	Third-Party Refusal.....	22
Section 7.11	Third-Party Reliance .....	23
Section 7.12	Judicial Relief .....	23
Section 7.13	Effect of Duplicate Originals or Copies.....	24
Section 7.14	Governing Law .....	24
Section 7.15	Severability .....	24
<b>Article Eight Duties and Liabilities of My Agent .....</b>		<b>24</b>
Section 8.01	Mandatory Duties.....	24
Section 8.02	Default Duties .....	25
Section 8.03	Duty of Agent Selected Because of Special Skills .....	26
Section 8.04	Duty and Liability Regarding Actual Knowledge of Breach by Another Agent .....	26
Section 8.05	Limited Duty of Disclosure .....	26
Section 8.06	Limitation of Liability of My Agent.....	27
<b>Article Nine Acceptance of Appointment as Agent .....</b>		<b>27</b>
<b>Article Ten Declarations of the Principal .....</b>		<b>27</b>



# **Durable Power of Attorney of John E. McLeod**

I, John E. McLeod of 1345 SW Cumorah Hill Street, Ft. White, FL 32038, am creating a durable power of attorney intended to comply with the Florida Power of Attorney Act (part II of chapter 709, Florida Statutes) as amended from time to time. I hereby revoke all powers of attorney previously granted by me as Principal and terminate all Agency relationships created by me except—

- (i) powers granted by me under any Advance Health Care Directive; and
- (ii) powers granted by me on forms provided by financial institutions granting the right to access a safe deposit box, or write checks on, deposit funds to, and withdraw funds from accounts to which I am a signatory.

## **Article One Appointment, Effectiveness, and Durability**

### **Section 1.01 Appointment**

I appoint Michael Moske to serve as my Agent.

### **Section 1.02 Authority to Delegate**

Any serving Agent may delegate, in writing, any of the Agent's authority to any other Agent that I have designated in this Durable Power of Attorney to serve with the delegating Agent or as a successor Agent. The serving Agent making a delegation under this provision may revoke the delegation at any time.

### **Section 1.03 Spouse as Agent**

My spouse (if I become married) may not serve as my Agent if we are legally separated. If a named Agent was my spouse at the time of execution of this Durable Power of Attorney and an action is filed for the dissolution or annulment of my marriage to the Agent or for our legal separation, then that named Agent may not serve (however, if I named a former spouse at the time of execution, my former spouse may serve as my Agent).

### **Section 1.04 Self-Dealing by Spouse or Descendant**

This Section only applies if my spouse (if I become married) or a descendant of mine is serving as my Agent.

My Agent may engage in acts of self-dealing, even if state law restricts acts of self-dealing. Unless expressly prohibited by another provision of this Durable Power of Attorney, my Agent may enter into transactions on my behalf in which my Agent is personally interested, so long as the terms of such transaction are fair to me. For example, my Agent may purchase property from me at its fair market value without court approval.

#### **Section 1.05 Effectiveness**

The authority granted to my Agent under this Durable Power of Attorney shall be effective immediately upon signing.

#### **Section 1.06 Durability**

This Durable Power of Attorney is not terminated by lapse of time or my subsequent incapacity, except as provided in section 709.2109, Florida Statutes.

#### **Section 1.07 Termination of Durable Power of Attorney**

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

- (i) adjudication that I am totally or partially incapacitated by a court, unless the court determines that certain authority granted by this Durable Power of Attorney is to be exercisable by my Agent;
- (ii) my death (except for post-death matters allowed under state law); or
- (iii) my revocation of this Durable Power of Attorney.

#### **Section 1.08 Suspension of Agent's Authority**

If any person initiates judicial proceedings to determine my incapacity or for the appointment of a guardian advocate, the authority granted under this Durable Power of Attorney is suspended until the petition is dismissed or withdrawn or the court enters an order authorizing my Agent to exercise one or more powers granted under this Durable Power of Attorney. However, if my Agent is my parent, spouse, child, or grandchild, the authority under this Durable Power of Attorney is not suspended unless a verified motion in accordance with section 744.3203, Florida Statutes, is also filed.

## **Article Two General Powers**

My Agent may do all acts on my behalf with respect to my property. In addition, my Agent may do everything necessary to exercise any power, including powers with respect to any real property I now own or may acquire in the future.

## **Section 2.01 Real and Personal Property Sales and Purchases**

Unless specifically limited by the other provisions of this Durable Power of Attorney, my Agent may:

- (i) sell, exchange, and convey any interest I own in any kind of property, real or personal, including homestead property under Florida law or the laws of any other state, and determine the terms of sale and grant options with regard to sales;
- (ii) dispose of sales proceeds on my behalf as my Agent determines is appropriate;
- (iii) buy any kind of property, real or personal, including homestead property under Florida law or the laws of any other state, and determine the terms for buying property and may obtain options to buy property;
- (iv) arrange to insure purchased property, and otherwise arrange for its safekeeping;
- (v) borrow money for the purposes described in this Section and to secure the loan in any manner my Agent determines is appropriate, and repay the loan from my funds;
- (vi) pay for any purchases made; and
- (vii) repay any cash advanced from my credit cards.

## **Section 2.02 Real Property Management**

My Agent may manage any real property I now own or may acquire in the future, including my personal residence and homestead property under Florida law or the laws of any other state. Unless specifically limited by the other provisions of this Durable Power of Attorney, my Agent may:

- (i) declare, create, or execute a homestead on my personal residence under Florida law or the laws of any other state; and terminate, abandon, release, or give a waiver on any interest I have in a homestead;
- (ii) 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 Durable Power of Attorney;
- (iii) eject and remove tenants or other persons from property, and recover the property by all lawful means;
- (iv) collect and sue for rents;
- (v) execute occupancy agreements on my behalf;
- (vi) pay, compromise, or contest tax assessments and apply for tax assessment refunds;
- (vii) subdivide, partition, develop, dedicate property to public use without consideration, and grant or release easements over my real property;
- (viii) maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon, and alter all or any part of my real property;
- (ix) employ laborers;



- (x) obtain or vacate plats and adjust boundaries;
- (xi) adjust differences in the property's value on exchange or partition by giving or receiving consideration;
- (xii) release or partially release real property from a lien;
- (xiii) enter into any contracts, covenants, and warranty agreements regarding my real property that my Agent considers appropriate; and
- (xiv) encumber property, including homestead property under Florida law or the laws of any other state, by mortgage or deed of trust.

### **Section 2.03 Homestead Property Limitation**

In accordance with section 709.2201(2)(b), Florida Statutes, if I become married, my Agent may not mortgage or convey homestead property without joinder of my spouse or my spouse's guardian. Joinder by my spouse may be accomplished by the exercise of authority in a power of attorney executed by my spouse, and either my spouse or I may appoint the other as his or her Agent.

### **Section 2.04 Tangible Personal Property Management**

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 Durable Power of Attorney, my Agent may:

- (i) 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 Durable Power of Attorney;
- (ii) recover my property by all lawful means;
- (iii) collect and sue for rents;
- (iv) take possession of and use my property in order to exercise any authority granted in this Power of Attorney;
- (v) pay, compromise, or contest tax assessments and apply for tax assessment refunds;
- (vi) maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and
- (vii) grant security interests in my property.

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

### **Section 2.05 Residence and Tangible Personal Property**

Without limiting any other authority granted in this Durable Power of Attorney, if my 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 sell, lease, sublease, or assign my interest in my residence on terms and conditions that my Agent considers appropriate.



As it relates to items of tangible personal property remaining in my residence, my Agent may:

- (i) store and safeguard any items, and pay all storage costs;
- (ii) sell any items that my Agent believes I will never need again on terms and conditions that my Agent considers appropriate; or
- (iii) transfer custody and possession of any item to the person named in my estate planning documents as the person to receive that item upon my death.

## **Section 2.06 Bank Accounts and Banking Transactions**

My Agent has authority to conduct banking transactions as provided in section 709.2208(1), Florida Statutes. Without limiting such authority, my Agent may:

- (i) establish, continue, modify, or terminate an account or other banking arrangement with a financial institution;
- (ii) contract for services available from a financial institution, including renting a safe-deposit box or space in a vault;
- (iii) withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution;
- (iv) receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them;
- (v) purchase cashier's checks, official checks, counter checks, bank drafts, money orders, and similar instruments;
- (vi) endorse and negotiate checks, cashier's checks, official checks, drafts, and other negotiable paper of the principal or payable to the principal or the principal's order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the principal and pay it when due;
- (vii) apply for, receive, and use debit cards, electronic transaction authorizations, and traveler's checks from a financial institution;
- (viii) use, charge, or draw upon any line of credit, credit card, or other credit established by the principal with a financial institution;
- (ix) consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution;
- (x) access, establish, cancel, or continue online accounts (through the Internet or other similar method) and conduct online banking transactions of any kind as authorized in this Section;
- (xi) make deposits to and grant security interests in an account existing in my name or established by my Agent on my behalf; and

- (xii) execute any agency or power of attorney forms furnished by a bank with respect to accounts with the bank that appoints the bank as my Agent.

In exercising the authority provided in this Section, it does not matter whether the account was established by me or my Agent. However, these powers do not apply to accounts established by me in a fiduciary capacity.

If more than one Agent is serving concurrently under this Durable 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 2.07 Investments and Investment Transactions**

My Agent has authority to conduct investment transactions as provided in section 709.2208(2), Florida Statutes. Without limiting such authority, my Agent may:

- (i) buy, sell, and exchange investment instruments;
- (ii) establish, continue, modify, or terminate an account with respect to investment instruments;
- (iii) pledge investment instruments as security to borrow, pay, renew, or extend the time of payment of a debt of the principal;
- (iv) receive certificates and other evidences of ownership with respect to investment instruments;
- (v) exercise voting rights with respect to investment instruments in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote;
- (vi) sell commodity futures contracts and call and put options on stocks and stock indexes;
- (vii) in accordance with section 709.2201(2)(a), Florida Statutes, execute stock powers or similar documents on my behalf and delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other investment instruments into or out of my name or nominee's name;
- (viii) access, establish, cancel, or continue online investment accounts (through the Internet or other similar method) and conduct online investment transactions of any kind as authorized in this Section;
- (ix) 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;
- (x) hold investment instruments 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;
- (xi) place all or any part of my investment instruments in the custody of a bank or trust company or in the name of its nominee;
- (xii) participate in common, collective, or pooled trust funds or annuity contracts;



- (xiii) participate in any reorganization, recapitalization, merger, or similar transaction;
- (xiv) 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;
- (xv) use an account with respect to investment instruments to make short sales and to buy on margin, and pledge any investment instruments held or purchased in an account as security for loans and advances made to the account;
- (xvi) establish and terminate agency accounts with corporate fiduciaries; and
- (xvii) employ and fire financial and investment advisors.

For purposes of this Section, the term "investment instruments" means stocks, bonds, mutual funds, and all other types of securities and financial instruments, whether held directly, indirectly, or in any other manner, including:

- (i) shares or interests in a private investment fund, including, but not limited to, a private investment fund organized as a limited partnership, a limited liability company, a statutory or common law business trust, a statutory trust, or a real estate investment trust, joint venture, or any other general or limited partnership;
- (ii) derivatives or other interests of any nature in securities such as options, options on futures, and variable forward contracts;
- (iii) mutual funds;
- (iv) common trust funds;
- (v) money market funds;
- (vi) hedge funds;
- (vii) private equity or venture capital funds;
- (viii) insurance contracts; and
- (ix) other entities or vehicles investing in securities or interests in securities whether registered or otherwise, except commodity futures contracts and call and put options on stocks and stock indexes.

## **Section 2.08    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, unless specifically limited by the other provisions of this Durable Power of Attorney, 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.



## **Section 2.09 Bankruptcy**

My Agent may act for me with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning me or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee that affects an interest I have in any property or other thing of value.

Specifically, and without limiting the preceding, my Agent may act for me with respect to filing for bankruptcy, and in support of such filing may—

- (i) employ counsel to represent me;
- (ii) select any exemptions available to me;
- (iii) determine which debts to reaffirm;
- (iv) make any decisions regarding repayment and reorganization plans;
- (v) discuss my affairs with credit-counseling and debtor-education services;
- (vi) discuss my affairs with and employ debt-restructuring services; and
- (vii) take any other actions to further my interests.

## **Section 2.10 Legal Actions**

My Agent may 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. 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 under circumstances such that the resulting loss may be imposed on me.

## **Section 2.11 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 court of competent jurisdiction or settle on the basis of a receipt, release, or other appropriate method.

## **Section 2.12 My Spouse**

If I become married, my Agent (including my spouse acting as my Agent) may deal with my spouse on my behalf. In dealing with my spouse, my Agent may transfer, transmute, partition, or exchange any of my property interests, whether separate or community property, between my spouse and me. My Agent may engage in divorce proceedings on my behalf. My Agent may enter into and execute on my behalf marital property agreements, partition or exchange agreements, transmutation agreements, or community property agreements, and may enforce, amend, or revoke any such agreements between my

spouse and me, but only with respect to rights and obligations in property owned by my spouse, by me, or by both of us, and with respect to reclassification of ownership, management, and control of such property.

### **Section 2.13 My Support**

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

- (i) 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 arrangement for a different residence;
- (ii) provide normal domestic help;
- (iii) provide clothing, transportation, medicine, food, and incidentals; and
- (iv) 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 2.14 Support of Dependents**

My Agent may make payments as my Agent deems necessary for the health, education, maintenance, or support of my spouse (if I become married) and those my Agent determines to be dependent on me for support.

### **Section 2.15 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.

### **Section 2.16 Memberships**

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

## **Article Three Additional Powers**

In addition to the powers specified in Article Two, my Agent has the powers specified in this Article. If a power specified in this Article conflicts with a power specified in Article Two, the power specified in this Article controls.

### **Section 3.01 Fixtures and Personality**

My Agent may engage in real estate transactions or transactions which involve any proprietary lease or stock evidencing my ownership of a cooperative apartment, including all fixtures and articles of personal property used in connection with the real property (my



Agent may include such property in the deeds, mortgages, agreements, and any other instruments to be executed and delivered in connection with real estate transactions and which may be described in said instruments with more particularity).

### **Section 3.02 Insurance Transactions**

My Agent may engage in insurance transactions, including applying for, maintaining, canceling, paying premiums on, increasing or decreasing coverage, collecting, borrowing from, transferring ownership, surrendering and/or purchasing insurance policies.

### **Section 3.03 Estate Transactions**

My Agent may engage in estate transactions, including Receipt, Release, and Refunding Agreements and Waivers and Consents.

### **Section 3.04 Safe-Deposit Boxes**

My Agent may enter any safe-deposit box or other place of safekeeping standing in my name alone or jointly with another and to remove the contents and to make additions. In accordance with section 709.2114(1)(d), Florida Statutes, my Agent must create and maintain an accurate inventory each time my Agent accesses my safe-deposit box.

### **Section 3.05 Loans and Notes**

My Agent may engage in all dealings with respect to loans and forgiveness of debts. My Agent may borrow money on such terms as my Agent may decide in his or her sole discretion, on a secured or unsecured basis, and to execute all notes, mortgages, and other instruments relating to such, provided any such loan carries a fair market interest rate.

### **Section 3.06 Government Agencies and Benefits**

My Agent has the unrestricted power to deal with and obtain maximum entitlements and benefits relating to the Social Security Administration, Veterans Administration, Social Services Departments, Social Security Disability Insurance, Supplemental Security Income, Medicaid, Medicare, Worker's Compensation and all other government benefits or entitlement programs, including claims, planning for eligibility, and submission of applications and appeals. In this regard, my Agent is authorized to execute and deliver any power of attorney or authorization-to-act form requested or required by a governmental agency. This power shall impose no affirmative duty on my Agent to provide information and/or documentation to any government agency.

### **Section 3.07 Deal with Tax Authorities**

My Agent is authorized to:

- (i) deal with tax authorities, to execute and sign on my behalf any and all Federal, state, local, and foreign income and gift tax returns (as authorized under Section 1.6012-1(a)(5) of Title 26 of the Code of Federal Regulations or under any state, local, or foreign authority), including estimated returns and interest, dividends, gains, and transfers, and to pay any taxes, penalties, and interest due thereon;



- (ii) represent me or to sign an Internal Revenue Service Form 2848 (Power of Attorney or Declaration of Representative) or Form 8821 (Tax Information Authorization), or comparable authorization, appointing a qualified lawyer, certified public accountant, or enrolled agent (including my Agent, if so qualified) to represent me before any office of the Internal Revenue Service, state, local, or foreign taxing authority with respect to the types of taxes and years referred to above, and to specify on said authorization said types of taxes and years;
- (iii) receive from or inspect confidential information in any office of the Internal Revenue Service, state, local, or foreign tax authority;
- (iv) receive and deposit, in any one of my bank accounts, or those of any revocable trust of mine, checks in payment of any refund of Federal, state, local, or foreign taxes, penalties, and interest;
- (v) execute waivers (and offers of waivers) of restrictions on assessment or collection of deficiencies in taxes and waivers of notice of disallowance of a claim for credit or refund;
- (vi) execute consents extending the statutory period for assessment or collection of such taxes; to execute Offers in Compromise and Closing Agreements under Section 7121 or comparable provisions of the Internal Revenue Code, as amended, or any federal, state, local, or foreign tax statutes or regulations; and
- (vii) substitute another representative for any one of those previously appointed by me or my Agent, and to receive copies of all notices and other written communications involving my federal, state, local, or foreign taxes at such address as my Agent designates.

### **Section 3.08 Reimbursement of Health Care Agent**

My Agent may reimburse my Health Care Surrogate under any health care directive, including but not limited to an Advance Health Care Directive, even if such Health Care Surrogate is my Agent, for any costs (including legal fees) reasonably incurred in or as a result of acting pursuant to such health care directive.

### **Section 3.09 Employment of Professionals**

My Agent may retain, discharge, and pay for, in the sole discretion of my Agent, the services of professionals, including, but not limited to, information technology experts, attorneys, accountants, financial planners, geriatric care managers, social workers, and any other health care professionals. My Agent is not obligated to retain or pay for any health care professional on my behalf.

### **Section 3.10 Gift-Splitting**

If I become married, my Agent may make, join, and consent to gifts by my spouse pursuant to Section 2513 of the Internal Revenue Code, even if such gifts exceed my aggregate annual gift tax exclusion amount under Section 2503(b) of the Internal Revenue Code.

### **Section 3.11 Intent to Return Home**

It is my intention to return home if I should be in a hospital, rehabilitation center, or nursing home, and my Agent shall take all steps, including, but not limited to, executing any document, affidavit, or Declaration of Intent to Return Home on my behalf, to effectuate the same.

### **Section 3.12 Domicile**

My Agent may change or maintain my domicile and/or residency for any and all purposes and take any and all actions to effectuate the foregoing.

### **Section 3.13 Nomination of Guardian**

I intend hereby to render unnecessary any future proceeding for a court-appointed Guardian in the event I become temporarily or permanently incapacitated or incompetent. Accordingly, I request, in the strongest possible terms, that any court that may receive or act upon a petition for the appointment of a Guardian should deny such petition so long as my Agent is acting under this power of attorney.

If a Guardian is ever appointed for me in spite of this request, I direct that the person serving, or named to serve, as my Agent under this power of attorney be named as my Guardian.

### **Section 3.14 Marital Agreements and Designation of Spouse as Agent**

If I become married, my Agent may enter into, modify, or amend any pre-nuptial or post-nuptial agreement to which I am or hereafter become a party. If a named Agent is my spouse, then this power of attorney as to that named Agent is automatically revoked, and that Agent is deemed to have resigned as Agent upon the filing of any separation or dissolution action between us.

### **Section 3.15 Caregiver Agreements**

My Agent may enter into, execute, modify, alter, or amend any contract or agreement (for example, a Caregiver Agreement or Personal Services Contract) pertaining to my medical, personal, or general care that I may require at my residence, assisted living facility, nursing facility, or in another's residence on my behalf. I expressly authorize my Agent to also serve as a caregiver under any such agreement and to be paid in accordance with the terms and conditions of such agreement, provided, however, that such services are compensated at fair market value.

### **Section 3.16 Credit Cards**

My Agent may use any credit card in my name; to make purchases on my behalf; to open a new credit card account and to close any existing credit card account.



### **Section 3.17 Online Accounts, Digital Assets, and Digital Devices**

Without limiting any other provision of this Durable Power of Attorney, and subject to the limitations of any other provision of this Durable Power of Attorney, my Agent has the powers described in this Section.

My Agent has full authority to deal with Online Accounts, Digital Assets, and Digital Devices of all kinds, wherever located. This authority includes, but is not limited to, the power to acquire, create, establish, access, control, modify, cancel, delete, continue, transfer, and take possession of such accounts, assets, and devices.

However, if I have used an online tool to direct the custodian of an Online Account, Digital Asset, or Digital Device to not disclose certain information, and if the online tool allows for the modification or deletion of that direction at all times, then such direction overrides the authority granted in this Section.

Further, even though state law might not require a custodian to disclose a deleted digital asset, my Agent is authorized to access them, and the custodian will be held harmless for doing so.

My Agent may request and change my access credentials to any Online Account, Digital Asset, and Digital Device (such as username, password, and secret question), and any third-party dealing with my Agent in good faith will be held harmless for releasing such access credentials.

For purposes of this Durable Power of Attorney, the following definitions apply:

#### **(a) Online Accounts**

The term "Online Accounts" means accounts that are accessible through the Internet or other similar method, including, but not limited to: bank accounts; investment accounts; other financial accounts; accounts with health care providers; social media accounts (like LinkedIn, Facebook, and Twitter); gambling and poker accounts; accounts with publishers; accounts for access to employee benefits; email accounts; accounts with Internet service providers; accounts to manage websites and website domain names; accounts with retail vendors; tax-preparation service accounts; affiliate marketing accounts; accounts with utility companies; user access accounts on third-party Digital Devices; and any other online account.

#### **(b) Digital Assets**

The term "Digital Assets" means intangible personal property related to digital technology (whether located on a Digital Device or an Online Account), including, but not limited to: emails sent or received; text messages sent or received; other digital communications sent or received; digital music; digital photographs; digital videos; software licenses; social network accounts; file sharing accounts; online access to financial accounts; domain registrations; DNS service accounts; website hosting accounts; personal and commercial websites; tax preparation service accounts; online store accounts; affiliate marketing accounts; and other types of online



accounts and digital items that currently exist or may exist as technology develops.

**(c) Digital Devices**

The term "Digital Devices" means tangible personal property related to digital technology capable of storing Digital Assets or accessing Online Accounts, and includes, but is not limited to: desktop computers; laptop computers; tablet computing devices (tablets); other mobile computing devices; peripheral devices; hard disk drives; solid state drives; flash memory devices; other storage devices; mobile telephones; smartphones; and any other type of digital device that currently exists or may exist as technology develops.

**Section 3.18 Companionship**

My Agent may provide for such companionship for me, in the sole discretion of my Agent, as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself.

**Section 3.19 U.S. Mail**

My Agent may open, read, respond to, and redirect my mail, and represent me before the U.S. Postal Service in all matters relating to mail service.

## **Article Four Special Powers**

In addition to the powers specified in Article Two and Article Three, my Agent has the powers specified in this Article. If a power specified in this Article conflicts with a power specified in Article Two or Article Three, the power specified in this Article controls.

My initials below are intended to comply with section 709.2202(1), Florida Statutes, which requires me to initial or sign next to enumerations of certain authorities in order for my Agent to exercise the authorities.

**Section 4.01 Disclaimers and Statutory Elections**

  
(initials)

My Agent may make statutory elections and renounce or disclaim any interest in property by testate or intestate succession or by inter vivos transfer consistent with Florida law.

**Section 4.02 Powers of Appointment**

  
(initials)

My Agent may exercise in whole or in part, or decline to exercise, or disclaim my rights under any special or general power of appointment or any rights retained by

me in any trust or otherwise, whether or not any such trust or other instrument was created by me or others.

### Section 4.03 Trusts

  
(initials)

My Agent may create and fund inter vivos trusts of any type, whether revocable or irrevocable, and whether or not I am a beneficiary.

  
(initials)

With respect to any trust created by me or on my behalf, my Agent may amend, modify, revoke, or terminate the trust, but only if the trust instrument explicitly provides for amendment, modification, revocation, or termination by an Agent. Further, my Agent may add property to an existing or subsequently created trust, and accept transfers or distributions from any trustee of any trust, including any trust over which I have a right of receipt or withdrawal, whether as grantor, beneficiary, or otherwise.

  
(initials)

Also, and without limiting the authority granted to my Agent in this Section, my Agent may:

- (i) create and fund a sole-benefit trust in accordance with United States Code, Title 42, Section 1396p(c)(2)(B);
- (ii) create and fund a self-settled special needs trust in accordance with United States Code, Title 42, Section 1396p(d)(4)(A);
- (iii) create and fund a qualified income trust in accordance with United States Code, Title 42, Section 1396p(d)(4)(B) if such a trust should be deemed necessary to qualify me for Medicaid benefits, and make arrangements for the diversion of my income to such a trust as necessary to comply with applicable Medicaid rules and regulations, as are more particularly set forth in the Economic Self Sufficiency Manual Section 1840.0110;
- (iv) sign all necessary documents to allow me to join any trust qualifying under United States Code, Title 42, Section 1396p(d)(4)(C) and transfer any portion of my assets to such trust;
- (v) create a trust for the care of my domestic pets in accordance with section 736.0408, Florida Statutes;
- (vi) create a trust, the terms of which provide for the creation of a qualifying supplemental needs trust for my spouse (if I become married) in accordance with section 732.2025(8), Florida Statutes; and
- (vii) create a trust, the terms of which provide for the creation of an elective share trust for my spouse (if I become married) in accordance with section 732.2025(2), Florida Statutes.



#### **Section 4.04     Annuities**

  
(initials)

My Agent may waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan. My Agent may withdraw from, transfer ownership, surrender, or purchase any commercial annuity, private annuity, or grantor retained annuity trust.

#### **Section 4.05     Gifting Powers**

  
(initials)

Notwithstanding any other provision of this Durable Power of Attorney, my Agent may make gifts of any interest I have in real or personal property ("my property") to any person or entity, in any amount, excluding my Agent.

  
(initials)

Unless otherwise specified above, the value of any gift made pursuant to this Section may exceed the annual dollar limits of the federal gift tax exclusion under Section 2503(b) of the Internal Revenue Code.

#### **Section 4.06     Qualified Plans**

  
(initials)

Notwithstanding the provisions of Section 1.04 of this Durable Power of Attorney, my Agent may deal in all respects with any Qualified Plan or Individual Retirement Account that I may own and to make any and all available elections or beneficiary designations on my behalf. If I become married and my spouse is a participant in a Qualified Plan or Individual Retirement Account, I authorize my Agent to effect any waiver of my rights to any portion of said Plan or to any payout arrangement which may require my consent or approval by law, under any such Plan, or otherwise.

#### **Section 4.07     Estate and Long Term Care Planning**

  
(initials)

Notwithstanding the provisions of Section 1.04 of this Durable Power of Attorney, my Agent may engage in estate and long term care planning in furtherance of achieving asset preservation. Property transfers made pursuant to the authority granted herein may be made without restriction as to the value of the transfer, and shall, for all purposes, be deemed to have been "in my best interest" if: (1) made in accordance with the provisions of this section; and (2) made in the context of estate planning, financial planning, Medicaid planning, long term care planning, or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters. My Agent may engage in such planning based on all relevant factors, including:

- (i) the value and nature of my property;
- (ii) my foreseeable obligations and need for maintenance;
- (iii) minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes; and
- (iv) eligibility for a benefit, a program, or assistance under a statute or government regulation.



*JEM*  
(initials)

Notwithstanding the provisions of Section 1.04 of this Durable Power of Attorney, my Agent may take any action necessary to effectuate the foregoing, including to qualify me for Social Security Benefits, Supplemental Security Income, Veterans Benefits, Medicaid or any other government benefit program. Such actions may include but shall not be limited to the following:

- (i) convert non-exempt resources into exempt resources;
- (ii) divest me of assets, without restriction as to the value of the divestment;
- (iii) if I become married and my Agent is my spouse, my spouse may protect our assets, whether owned by me alone, my spouse alone, or by us together as husband and wife, so that my spouse's impoverishment because of my health care costs can be avoided, by whatever lawful methods that might be available;
- (iv) sign a Spousal Refusal (if I become married, and even if my Agent is my spouse);
- (v) sign an Assignment of Support (if I become married, and even if my Agent is my spouse);
- (vi) if I become married, divide community property assets equally or unequally between my spouse and me, without restriction as to the difference of the value of our shares, if any;
- (vii) sign an application for Medical Assistance or any other government benefit program;
- (viii) serve as representative payee;
- (ix) if I become married, transfer the family residence to a spouse who does not need long-term health or nursing care, without restriction as to the value of the transfer;
- (x) make home improvements and additions to my family residence;
- (xi) pay off, partly or in full, any encumbrance on my family residence;
- (xii) purchase a family residence, if I do not own a family residence;
- (xiii) purchase a more expensive family residence; and
- (xiv) attend and represent me at Fair Hearings.

#### **Section 4.08    Ownership and Rights of Survivorship**

*JEM*  
(initials)

Notwithstanding the provisions of Section 1.04 of this Durable Power of Attorney, my Agent may select, create, or change the rights of survivorship on any and all of my property, whether real or personal, including bank and investment accounts, insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests, and may do so by any means, including by changing ownership, including the addition of a new joint tenant or the deletion of an existing joint tenant. My Agent may designate survivorship rights among one or more

Durable Power of Attorney of John E. McLeod

Page 17

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remaindermen and may designate the form of title among multiple remaindermen, including, but not limited to, as tenants in common, joint tenants, community property, or tenants by the entirety.

  
(initials)

In particular, my Agent may execute any deed designating beneficiaries, including an enhanced life estate deed (also known as a "ladybird" deed), including with respect to my homestead property, if any, and may conduct any and all transactions with full power and authority in my Agent to sell, convey, mortgage, lease, and otherwise dispose of the property in accordance with the terms of the deed.

#### **Section 4.09 Beneficiary Designations**

  
(initials)

Notwithstanding the provisions of Section 1.04 of this Durable Power of Attorney, my Agent may select, create, revoke, or change beneficiary designations on any and all of my property, whether real or personal, including bank and investment accounts, insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests.

#### **Section 4.10 Exercise of Power in Favor of Agent**

Notwithstanding a grant of authority to do an act described in this Article, unless this Durable Power of Attorney provides otherwise, an Agent who is not my ancestor, spouse, or descendant may not exercise authority to create in the Agent, or in an individual to whom the Agent owes a legal obligation of support, an interest in my property, whether by gift, right of survivorship, beneficiary designation, disclaimer, or otherwise.

### **Article Five 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 Durable Power of Attorney, including, but not limited to, the following incidental powers.

#### **Section 5.01 Court Proceedings**

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

- (i) actions for declaratory judgments from any court of competent jurisdiction interpreting the validity of this Durable Power of Attorney and any of the acts sanctioned by this Durable Power of Attorney; provided, however, that my Agent need not seek a declaratory judgment to perform any act sanctioned by this Durable Power of Attorney;
- (ii) actions for mandatory injunctions requiring any person or entity to comply with my Agent's directions as authorized by this Durable Power of Attorney; and



- (iii) actions for actual and punitive damages and the recoverable costs and expenses, including reasonable attorney's fees, of such litigation against any person or entity who negligently or willfully fails or refuses to follow my Agent's directions as authorized by this Durable Power of Attorney.

### **Section 5.02 Document Execution**

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 Durable Power of Attorney.

### **Section 5.03 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.

## **Article Six Limitation on Powers**

All powers granted to my Agent under this Durable Power of Attorney are subject to the limitations set forth in this Article.

### **Section 6.01 Limitation on Authority of Agent**

In accordance with section 709.2201(3), Florida Statutes, notwithstanding the authority of my Agent granted in this Durable Power of Attorney, my Agent may not:

- (i) perform duties under a contract that requires the exercise of my personal services;
- (ii) make any affidavit as to my personal knowledge;
- (iii) vote in any public election on my behalf;
- (iv) execute or revoke any will or codicil for me; or
- (v) exercise powers and authority granted to me as trustee or as court-appointed fiduciary.

### **Section 6.02 Tax Sensitive Powers**

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

- (i) cause any income generated by my property to be attributed to my Agent for federal income tax purposes;
- (ii) cause the value of any property subject to this Durable Power of Attorney to be included in my Agent's gross estate for federal estate tax purposes;

Durable Power of Attorney of John E. McLeod

Page 19

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- (iii) cause any distribution made or allowed to be made by my Agent to be treated as a gift from my Agent; or
- (iv) discharge a legal obligation of my Agent.

If the exercise of a power by my Agent under this Durable Power of Attorney would cause any of the foregoing results, any other Agent that I have designated in this Durable Power of Attorney to serve with the Agent or as a successor Agent may exercise the power or discretion, so long as such exercise would not also cause any of the foregoing results. The other Agent acting for this purpose must be an individual who is not related or subordinate to my Agent within the meaning of Section 672(c) of the Internal Revenue Code.

## **Article Seven**

### **Administrative Powers and Provisions**

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

#### **Section 7.01     Release of Information**

My Agent may release and obtain, as the case may be, any and all information regarding my financial investments, taxes, and estate planning, including any information or documents regarding stocks, bonds, certificates of deposit, bank accounts, tax returns, retirement accounts, pension plans, wills, trusts, powers of attorney, advance directives, and any other documents or information regarding my financial affairs, taxes, or estate planning 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 client. The privilege is waived for the limited purpose of permitting my Agent to perform his or her duties under this Durable Power of Attorney.

#### **Section 7.02     Agent Authorized to Employ My Attorney**

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

- (i) waive any and all conflicts of interest that might arise through such employment;
- (ii) authorize the attorney to make full disclosure of my estate plan and business to the Agent; and
- (iii) authorize the attorney to accept the engagement.

### **Section 7.03     Fiduciary Eligibility of Agent**

My Agent is 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 7.04     Revocation**

I may revoke this Durable Power of Attorney at any time.

If this Durable Power of Attorney is revoked, no person will incur any liability to me or my estate as a result of permitting my Agent to exercise any power authorized by this Durable Power of Attorney prior to that person's receipt of notice that it was revoked.

### **Section 7.05     Resignation**

My Agent may resign by the execution of a written resignation delivered to me (or my guardian if I am incapacitated and one has been appointed for me) and to any Agent serving together with the resigning Agent, or if none, to the next successor Agent. If I am incapacitated, notice may be delivered to any person with whom I am residing or who has my care and custody.

### **Section 7.06     Notice**

Notice of those events described in section 709.2121, Florida Statutes, will be provided in the manner described therein.

### **Section 7.07     Signature of Agent**

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

*[Agent's name]*, as Agent for John E. McLeod.

### **Section 7.08     Interpretation**

This Durable Power of Attorney is a general power of attorney and should be interpreted as granting my Agent all general powers permitted under Florida law. 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 7.09 Use of “Agent” Nomenclature**

The word “Agent” and any modifying or equivalent word or substituted pronoun includes the singular and the plural, as well as the masculine, feminine, and neuter genders, and includes the term “attorney-in-fact.”

## **Section 7.10 Third-Party Refusal**

In accordance with section 709.2120, Florida Statutes, acceptance or rejection of this Durable Power of Attorney is controlled by this Section.

### **(a) Procedure**

A third person must accept or reject this Durable Power of Attorney within a reasonable time.

Four days, excluding Saturdays, Sundays, and legal holidays, are presumed to be a reasonable time for a financial institution or broker-dealer to accept or reject this Durable Power of Attorney with respect to:

- (i) a banking transaction, if this Durable Power of Attorney expressly contains authority to conduct banking transactions pursuant to section 709.2208(1), Florida Statutes; or
- (ii) an investment transaction, if this Durable Power of Attorney expressly contains authority to conduct investment transactions pursuant to section 709.2208(2), Florida Statutes.

A third person may not require an additional or different form of power of attorney (such as a financial institution’s power of attorney form) for authority granted in this Durable Power of Attorney.

A third person who rejects this Durable Power of Attorney for any reason other than as provided in paragraph (i) of subsection (b) below must state in writing the reason for the rejection.

### **(b) Permissible Reasons to Reject**

A third person is not required to accept this Durable Power of Attorney if:

- (i) the third person is not otherwise required to engage in a transaction with me in the same circumstances;
- (ii) the third person has knowledge of the termination or suspension of my Agent’s authority or of this Durable Power of Attorney before exercising the power;
- (iii) a timely request by the third person for an affidavit or opinion of counsel under section 709.2119(4), Florida Statutes, is refused by my Agent;
- (iv) except as provided in paragraph (ii) of this subsection, the third person believes in good faith that the power is not valid or that my Agent does not have authority to perform the act requested; or



- (v) the third person makes, or has knowledge that another person has made, a report to the local adult protective services office stating a good faith belief that I may be subject to physical or financial abuse, neglect, exploitation, or abandonment by my Agent or a person acting for or with my Agent.

**(c) Third-Party Liability for Improper Rejection**

A third person who, in violation of section 709.2120, Florida Statutes (the contents of which are stated in this Section), rejects this Durable Power of Attorney is subject to:

- (i) a court order mandating acceptance of this Durable Power of Attorney; and
- (ii) liability for damages, including reasonable attorney's fees and costs, incurred in any action or proceeding that confirms, for the purpose tendered, the validity of this Durable Power of Attorney or mandates acceptance of this Durable Power of Attorney.

**Section 7.11 Third-Party Reliance**

Except as provided in section 709.2119(5), Florida Statutes, no person who relies in good faith on the authority of my Agent under this Durable 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 stating:

- (i) where I am domiciled;
- (ii) that I am not deceased;
- (iii) that there has been no revocation, or partial or complete termination by adjudication of incapacity or by the occurrence of an event referenced in this Durable Power of Attorney;
- (iv) that there has been no suspension by initiation of proceedings to determine my incapacity, or to appoint a guardian; and
- (v) if the affiant is a successor Agent, the reasons for the unavailability of the predecessor Agents, if any, at the time the authority is exercised.

**Section 7.12 Judicial Relief**

In accordance with section 709.2116, Florida Statutes, a court may construe or enforce this Durable Power of Attorney, review my Agent's conduct, terminate my Agent's authority, remove my Agent, and grant other appropriate relief.

In any proceeding commenced by filing a petition under this Section, including, but not limited to, the unreasonable refusal of a third person to allow my Agent to act pursuant to this Durable Power of Attorney, and in challenges to the proper exercise of authority by my Agent, the court shall award reasonable attorney's fees and costs as in chancery actions.

The following persons may petition the court:

- (i) me or my Agent, including any nominated successor Agent;
- (ii) a guardian, conservator, trustee, or other fiduciary acting for me or my estate;
- (iii) a person authorized to make health care decisions for me if my health care is affected by the actions of my Agent;
- (iv) any other interested person if the person demonstrates to the court's satisfaction that the person is interested in my welfare and has a good faith belief that the court's intervention is necessary;
- (v) a governmental agency having regulatory authority to protect my welfare; or
- (vi) a person asked to honor this Durable Power of Attorney.

### **Section 7.13 Effect of Duplicate Originals or Copies**

If this Durable Power of Attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Agent may make copies of this Durable Power of Attorney and each copy will have the same force and effect as the original. A copy means an electronic, digital, facsimile, photocopy, or other reproduction of this Durable Power of Attorney.

Notwithstanding the above, pursuant to section 709.2106(5), Florida Statutes, an original power of attorney that is relied upon to affect the title to real property may be required for recording in the official records.

### **Section 7.14 Governing Law**

This Durable Power of Attorney's validity and interpretation will be governed by the Florida Power of Attorney Act (part II of chapter 709, Florida Statutes). To the extent permitted by law, this Durable Power of Attorney is applicable to all of my property (whether real or personal, tangible or intangible, or legal or equitable), wherever located, and whether or not the property is owned by me now or in the future.

### **Section 7.15 Severability**

If any provision of this Durable Power of Attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.

## **Article Eight Duties and Liabilities of My Agent**

### **Section 8.01 Mandatory Duties**

In accordance with section 709.2114(1), Florida Statutes, my Agent is a fiduciary. Notwithstanding the provisions in this Durable Power of Attorney, my Agent:

- (i) must act only within the scope of authority granted in this Durable Power of Attorney, and in so doing:
  - (a) may not act contrary to my reasonable expectations if actually known by my Agent;
  - (b) must act in good faith;
  - (c) may not act in a manner that is contrary to my best interest, except as provided in sections 709.2114(2)(d) and 709.2202, Florida Statutes; and
  - (d) must attempt to preserve my estate plan, to the extent actually known by my Agent, if preserving the plan is consistent with my best interest based on all relevant factors, including:
    - (1) the value and nature of my property;
    - (2) my foreseeable obligations and need for maintenance;
    - (3) minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes;
    - (4) eligibility for a benefit, a program, or assistance under a statute or rule; and
    - (5) my personal history of making or joining in making gifts;
- (ii) may not delegate authority to a third person [anyone other than an Agent acting with the delegating Agent or a successor Agent] except as provided by section 518.112, Florida Statutes (regarding delegation of investment functions);
- (iii) must keep a record of all receipts, disbursements, and transactions made on my behalf; and
- (iv) must create and maintain an accurate inventory each time my Agent accesses my safe-deposit box, if this Durable Power of Attorney authorizes my Agent to access the box.

## **Section 8.02     Default Duties**

In accordance with section 709.2114(2), Florida Statutes, except as otherwise provided in this Durable Power of Attorney, my Agent shall:

- (i) act loyally for my sole benefit;
- (ii) act so as not to create a conflict of interest that impairs my Agent's ability to act impartially in my best interest;
- (iii) act with the care, competence, and diligence ordinarily exercised by Agents in similar circumstances; and
- (iv) cooperate with a person who has authority to make health care decisions for me in order to carry out my reasonable expectations to the extent actually known by my Agent and, otherwise, act in my best interest.



### **Section 8.03     Duty of Agent Selected Because of Special Skills**

In accordance with section 709.2114(4), Florida Statutes, if I have selected an Agent because of special skills or expertise possessed by the Agent or in reliance on the Agent's representation that the Agent has special skills or expertise, the special skills or expertise must be considered in determining whether the Agent has acted with care, competence, and diligence under the circumstances.

### **Section 8.04     Duty and Liability Regarding Actual Knowledge of Breach by Another Agent**

In accordance with section 709.2111(4), Florida Statutes, an Agent who has actual knowledge of a breach or imminent breach of fiduciary duty by another Agent, including a predecessor Agent, must take any action reasonably appropriate in the circumstances to safeguard my best interests. If the Agent in good faith believes that I am not incapacitated, giving notice to me is a sufficient action. If an Agent fails to take action as required by this provision, the Agent is liable to me for my reasonably foreseeable damages that could have been avoided if the Agent had taken such action.

In accordance with section 709.2111(3), Florida Statutes, except as otherwise provided in this Durable Power of Attorney, including the immediately preceding paragraph of this Section, an Agent who does not participate in or conceal a breach of fiduciary duty committed by another Agent, including a predecessor Agent, is not liable for the actions or omissions of the other Agent.

In accordance with section 709.2111(5), Florida Statutes, a successor Agent does not have a duty to review the conduct or decisions of a predecessor Agent. Except as provided in this Section, a successor Agent does not have a duty to institute any proceeding against a predecessor Agent, or to file any claim against a predecessor Agent's estate, for any of the predecessor Agent's actions or omissions as Agent.

### **Section 8.05     Limited Duty of Disclosure**

Except as otherwise provided in this Durable Power of Attorney, my Agent is not required to disclose receipts, disbursements, transactions conducted on my behalf, or safe-deposit box inventories, unless:

- (i) ordered by a court;
- (ii) requested by me, a court-appointed guardian, another fiduciary acting for me, or a governmental agency having authority to protect my welfare; or
- (iii) upon my death, requested by the personal representative or successor in interest of my estate.

If requested, my Agent must comply with the request within 60 days or provide a writing or other record substantiating why additional time is needed and comply with the request within an additional 60 days.

## **Section 8.06      Limitation of Liability of My Agent**

Except as provided in this Durable Power of Attorney and section 709.2111, Florida Statutes, 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 duties committed dishonestly, with improper motive, or with reckless indifference to the purposes of this Durable Power of Attorney or my best interests, including willful misconduct or gross negligence. This protection extends to the estate, heirs, successors, and assigns of my Agent.

In particular, any Agent who acts in good faith is not liable to any beneficiary of my estate plan for failure to preserve the plan, and absent a breach of duty to me, my Agent is not liable if the value of my property declines.

## **Article Nine Acceptance of Appointment as Agent**

Any manifestation of acceptance of appointment as Agent, whether in writing or by conduct, is an acceptance of all aspects of this Durable Power of Attorney, and may not be limited to only certain aspects. Appointment as Agent is accepted by:

- (i) signing any document manifesting acceptance;
- (ii) exercising any authority or performing any duties as Agent under this Durable Power of Attorney; or
- (iii) any other assertion or conduct indicating acceptance.

## **Article Ten Declarations of the Principal**

I understand that this Durable Power of Attorney is an important legal document. Before executing this Durable Power of Attorney, my attorney explained to me the following:

- (i) that this Durable Power of Attorney provides my Agent with broad powers to dispose of, sell, convey, and encumber my real and personal property;
- (ii) that the powers will exist for an indefinite period of time unless I revoke this Durable Power of Attorney or I have limited their duration by specific provisions herein;
- (iii) that this Durable Power of Attorney remains in full force and effect during my subsequent disability or incapacity; and
- (iv) that I may revoke or terminate this Durable Power of Attorney at any time.

Durable Power of Attorney of John E. McLeod

Page 27

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Dated: June 19, 2023

John E. McLeod  
John E. McLeod, Principal

STATE OF FLORIDA )  
COUNTY OF COLUMBIA ) ss.:

The foregoing instrument was acknowledged before me on June 19, 2023 by John E. McLeod (by means of ☐ physical presence OR ☐ online notarization, and ☒ who is personally known to me OR ☐ who has produced \_\_\_\_\_ as identification).

[Seal]



Boaz N. Santiago  
Boaz Santiago, Notary Public

### Declaration of Witnesses

The foregoing Durable Power of Attorney was, on the day and year written above, published and declared by John E. McLeod, in our presence to be his Durable Power of Attorney. We, in his presence and at his request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

We declare that at the time of our attestation of this instrument, John E. McLeod was, according to our best knowledge and belief, of sound mind and memory and under no undue duress or constraint.

Gary L. Reesen  
(Witness signature)

GARY L. REESEN  
(printed name)

1347 SW CUMORAH HILL ST  
(street address)

FORT WHITE FL 32038  
(city, state zip)

Amita Keeser  
(Witness signature)

AMITA KEESE  
(printed name)

1347 SW CUMORAH HILL ST  
(street address)

FORT WHITE, FL 32038  
(city, state zip)

This instrument was prepared by Minerva Vazquez Santiago, Legally Remote, PLLC, 5208 SW 91st Drive, Gainesville, FL 32608.

Durable Power of Attorney of John E. McLeod

Page 28

Legally Remote, PLLC, 5208 SW 91st Drive, Gainesville, FL 32608 (352) 660-4021