

ENDURING POWER OF ATTORNEY

I, \_\_\_\_\_, the Principal, of \_\_\_\_\_, hereby appoints \_\_\_\_\_ of \_\_\_\_\_, as my Agent, to act, as set forth below, in my name, place, and for my benefit, hereby revoking any and all powers of attorney I may have executed in the past.

EFFECTIVE DATE

This General Financial Power of Attorney shall take effect on the following circumstances. (Initial the following that applies)

\_\_\_\_\_ - I hereby grant my agent the powers set forth herein upon the execution of this instrument. Any subsequent disability or incapacity that I may experience in the future shall not affect my agent's exercise of these powers.

\_\_\_\_\_ - I hereby grant my agent the powers set forth herein only upon writing, by my personal or by my attending physician, that I am unable or incapable to handle and attend to my affairs.

POWERS

My Agent shall act in my name and in my place, as if I were present, to exercise and perform all, but not limited to, the powers and duties I have designated with my initials as set forth below.

**My Agent shall not have the power to exercise and perform any acts beyond the powers that I have designated with my initials.**

\_\_\_\_\_ - **BANKING.** To receive and deposit funds in any financial institution, and to withdraw funds by check or otherwise to pay for goods, services, and any other personal and business expenses for my benefit. If necessary to effect my agent's powers, my agent is authorized to execute any document required to be signed by such banking institution.

\_\_\_\_\_ - **SAFE DEPOSIT BOX.** To have access at any time or times to any safe-deposit box rented by me or to which I may have access, wheresoever located, including drilling, if necessary, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe-deposit box and any institution in which any such safe-deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power.

\_\_\_\_\_ - **LENDING OR BORROWING.** To make loans in my name; to borrow money in my name, individually or jointly with others; to give promissory notes or other obligations therefor; and to deposit or mortgage as collateral or for security for the payment thereof any or all of my securities, real estate, personal property, or other property of whatever nature and wherever situated, held by me personally or in trust for my benefit.

\_\_\_\_\_ - **GOVERNMENT BENEFITS.** To apply for and receive any government benefits for which I may be eligible or become eligible, including but not limited to, Social Security, Medicare, and Medicaid.

\_\_\_\_\_ - **RETIREMENT PLAN.** To contribute to, select payment option of, roll-over, and receive benefits of any retirement plan or IRA I may own, except my agent, shall not have the power to change the beneficiary of any of my retirement plans or IRAs.

\_\_\_\_\_ - **TAXES.** To complete and sign any local, state, and federal tax returns on my behalf, pay any taxes and assessments due and receive credits and refunds owed to me and to sign any tax agency documents necessary to effectuate these powers.

\_\_\_\_\_ - **INSURANCE.** To purchase, pay premiums, and make claims on life, health, automobile and homeowners' insurance on my behalf, except my agent shall not have the power to cash in or change the beneficiary of any life insurance policy.

\_\_\_\_\_ - **HEALTH CARE.** To take any and all steps necessary to arrange for my admission to any type of health care facilities, including, and not limited to, hospitals, rehabilitation facilities, skilled nursing facilities, or hospices, and to authorize the release of my medical records in the discretion of my agent;

\_\_\_\_\_ - **REAL ESTATE.** To acquire, purchase, exchange, lease, grant options to sell, and sell and convey real property, or any interests therein, on such terms and conditions, including credit arrangements, as my agent shall deem proper; to execute, acknowledge and deliver, under seal or otherwise, any and all assignments, transfers, deeds, papers, documents or instruments which my agent shall deem necessary in connection therewith.

\_\_\_\_\_ - **PERSONAL PROPERTY.** To acquire, purchase, exchange, lease, grant options to sell, and sell and convey the personal property, or any interests therein, on such terms and conditions, including credit arrangements, as my agent shall deem proper; to execute, acknowledge and deliver, under seal or otherwise, any and all assignments, transfers, titles, papers, documents or instruments which my agent shall deem necessary in connection therewith; to purchase, sell or otherwise dispose of, assign, transfer and convey shares of stock, bonds, securities, and other personal property now or hereafter belonging to me, whether standing in my name or otherwise, and wherever situated.

\_\_\_\_\_ - **POWER TO MANAGE PROPERTY.** To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interests therein, that I now own or may

Page 3 of 5 hereafter acquire, in my name and for my benefit, upon such terms and conditions as my agent shall deem proper.

\_\_\_\_\_ - **GIFTS.** To make gifts, grants, or other transfers (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) without consideration, either outright or in trust to such person(s) (including my agent hereunder) or organizations as my agent shall select, including, without limitation, the following actions: (a) transfer by gift in the advancement of a bequest or devise to beneficiaries under my will or in the absence of a will to my spouse and descendants in whatever degree; and (b) release of any life interest, or waiver, renunciation, disclaimer, or declination of any gift to me by will, deed, or trust

\_\_\_\_\_ - **LEGAL ADVICE AND PROCEEDINGS.** To obtain and pay for legal advice, to initiate or defend legal and administrative proceedings on my behalf, including actions against third parties who refuse, without cause, to honor this instrument.

\_\_\_\_\_ - **OTHERS.** On the following lines are special instructions limiting or extending the powers I give to my Agent (Write "None" if no additional instructions are given):

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**ENDURING POWER AND AUTHORITY.** This Power of Attorney shall be construed and interpreted as a durable and enduring financial power of attorney. The powers enumerated herein are not intended to restrict or limit the enduring powers of the Agent. Any party dealing with my Agent may rely absolutely on the authority granted herein and need not look to the application of any proceeds nor the authority of my Agent as to any action taken hereunder. In this regard, no person who, in good faith, act in reliance upon the representations of my Agent or the authority granted hereunder shall incur any liability to me or my estate as a result of such actions. I hereby ratify and confirm whatever my Agent shall lawfully do under this instrument. My Agent is authorized as he or she deems necessary to bring an action in court so that this instrument shall be given the full power and effect that I intend on by executing it.

**LIABILITY OF THE AGENT.** My Agent shall not have any liability in connection with the exercise of the powers granted herein, except for any breach of any of this instrument's provisions.

**AGENT'S RIGHT TO REIMBURSEMENT.** My Agent shall be entitled to reimbursement for any reasonable expenses incurred in exercising powers granted hereunder, and to reasonable compensation for the services provided as my Agent.

**AMENDMENT AND REVOCATION.** I can amend or revoke this power of attorney through writing delivered to my Agent. Any amendment or revocation is ineffective to a third party until such third party has notice of such revocation or amendment.

**GOVERNING LAW.** This Enduring Power of Attorney is governed by the laws of the State of \_\_\_\_\_.

**PHOTOCOPIES:** Photocopies of this document can be relied upon as though they were originals.

IN WITNESS WHEREOF; I, the Principal, executed this Power of Attorney on \_\_\_\_\_

\_\_\_\_\_  
**Principal Signature**

\_\_\_\_\_  
**Agent Signature**

\_\_\_\_\_  
**Principal Name**

\_\_\_\_\_  
**Agent Name**

On the written date above, the principal hereby declared this instrument as his general financial power of attorney and executes this voluntarily and by free will. The Principal hereby signs this instrument in the presence of

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

\_\_\_\_\_  
**Witness Name**

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Witness Name**

\_\_\_\_\_  
**Date**

**NOTARY ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_, before me personally appeared, \_\_\_\_\_, known to be the person(s) described herein as the Principal, who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

\_\_\_\_\_  
**Notary Public**