

Missouri Durable Financial Power of Attorney

THIS IS A DURABLE POWER OF ATTORNEY AND THE AUTHORITY OF MY ATTORNEY-IN-FACT OR AGENT SHALL NOT TERMINATE IF I BECOME DISABLED OR INCAPACITATED OR IN THE EVENT OF LATER UNCERTAINTY AS TO WHETHER I AM DEAD OR ALIVE.

Principal and Agent or Co-Agents

I, _____, (hereinafter the "Principal" presently residing at _____, in the State of Missouri,

on this _____ day of _____, 20____, hereby revoke all prior durable financial power of attorney documents executed by me and hereby appoint as my attorney-in-fact (hereinafter my "Agent") to make financial decisions on my behalf as described in this document:

Name of Agent: _____ Phone Number: _____

Address: _____

-OR-

I appoint the following individuals as my "co-attorneys-in-fact" (hereinafter my "Co-Agents"):

[include full name, address and telephone number for each Co-Agent] to make financial decisions on my behalf as described in this document. Each Co-Agent may exercise its authority independently. If a Co-Agent(s) fails or ceases to serve, the remaining Co-Agent(s) may continue to act under the power of attorney without a successor for the Co-Agent(s) who failed or ceased to serve.

Successor Agent – An Agent may resign by giving notice to the Principal. If the Principal is incapacitated, then notice shall be provided to the Principal's guardian, if a guardian has been appointed for the Principal; and a Co-Agent or Successor Agent. If there is no guardian, Co-Agent, or Successor Agent, then notice shall be provided to the Principal's caregiver, another person reasonably believed by the Agent to have sufficient interest in the Principal's welfare; or a governmental agency having authority to protect the welfare of the Principal.

If my Agent or all Co-Agents resign, die, become incapacitated, are not qualified to serve, or decline to serve, I appoint as my Successor Agent to make financial decisions on my behalf as described in this document:

Name of Successor Agent: _____ Phone Number: _____

Address: _____

My Successor Agent has the same authority as that granted to the original Agent or Co-Agents; and may not act until the predecessor Agent or Co-Agents have resigned, have died, have become incapacitated, or are no longer qualified to serve, or have declined to serve. A Successor Agent who is named in a power of attorney to succeed an Agent or Co-Agents who have failed or ceased to serve is not liable for the actions taken by a previous Agent or Co-Agents. The use of the term “Agent” applies to Co-Agent(s) and Successor Agent(s).

Nomination of Guardian / Conservator – If there is ever a need for me to have a conservator or guardian of my estate or person, I nominate the above individual(s) named in “Principal and Agent or Co-Agents” and “Successor Agent” to serve in that capacity in the same order of preference unless the court finds good cause for the above named individuals not to act in that capacity.

Governing Law – This Durable Financial Power of Attorney and the actions of my Agent are governed by the laws of the State of Missouri. My Agent should review the Title XXVI Trade and Commerce, Chapter 404 Transfers to Minors — Personal Custodian and Durable Power of Attorney, Sections 404.700 through 404.737 and all other relevant laws to ensure the Agent’s conduct is in compliance with the laws of the State of Missouri.

Effective Date – This Durable Financial Power of Attorney is exercisable when executed will continue until my death or revocation. This Durable Financial Power of Attorney is not terminated by subsequent incapacity of the Principal except as provided in Chapter 404, Missouri Revised Statutes.

Agent’s Duties – An Agent is a fiduciary and once has accepted appointment must act only within the scope of authority granted in the power of attorney. In exercising that authority, the Agent may not act contrary to the Principal’s reasonable expectations actually known by the Agent; must act in good faith; may not act in a manner that is contrary to the Principal’s best interest; and must attempt to preserve the Principal’s estate plan, to the extent actually known by the Agent, if preserving the plan is consistent with the Principal’s best interest based on all relevant factors, including: the value and nature of the Principal’s property; the Principal’s foreseeable obligations and need for maintenance; minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes; eligibility for a benefit, a program, or assistance under a statute or rule; and the Principal’s personal history of making or joining in making gifts.

The Agent must keep a record of all receipts, disbursements, and transactions made on behalf of the Principal. An Agent is not required to disclose receipts, disbursements, transactions conducted on behalf of the Principal, or safe-deposit box inventories, unless ordered by a court or requested by the Principal, a court-appointed guardian, another fiduciary acting for the Principal, a governmental agency having authority to protect the welfare of the Principal, or, upon the death of the Principal, by the personal representative or successor in interest of the Principal’s estate. If requested, the 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.

An Agent who has accepted appointment shall act loyally for the sole benefit of the Principal; act so as not to create a conflict of interest that impairs the Agent’s ability to act impartially in the Principal’s best

interest; act with the care, competence, and diligence ordinarily exercised by Agents in similar circumstances; and cooperate with a person who has authority to make health care decisions for the Principal in order to carry out the Principal's reasonable expectations to the extent actually known by the Agent and, otherwise, act in the Principal's best interest. The Agent is not liable for any acts or decisions made by the Agent in good faith and under the power of attorney

An Agent who acts in good faith is not liable to any beneficiary of the Principal's estate plan for failure to preserve the plan. Absent a breach of duty to the Principal, an Agent is not liable if the value of the Principal's property declines. If an Agent is selected by the Principal 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.

Delegation – My Agent from time to time may revocably delegate any or all of the powers granted in this durable power of attorney to one or more qualified persons but the Agent making the delegation shall remain responsible to the Principal for the exercise or non-exercise of the powers delegated, in accordance with section 404.723 of the Missouri Revised Statutes.

Agent's Powers – My Agent shall have the authority, acting under this power of attorney, to do each and every action or power which an adult who is non-disabled and non-incapacitated may carry out through an Agent specifically authorized in the premises, with respect to any and all matters whatsoever, except as provided in "Specially Granted Agent Powers." The Principal shall initial next to each power that the Principal authorizes the Agent to have and shall strike through any power that the Principal does not authorize the Agent to have:

_____ **(a) Real estate transactions.** The Agent is authorized to: buy, sell, exchange, rent and lease real estate; collect all rent, sale proceeds and earnings from real estate; convey, assign and accept title to real estate; grant easements, create conditions and release rights of homestead with respect to real estate; create land trusts and exercise all powers under land trusts; hold, possess, maintain, repair, improve, subdivide, manage, operate and insure real estate; pay, contest, protest and compromise real estate taxes and assessments; and, in general, exercise all powers with respect to real estate which the Principal could if present and under no disability.

_____ **(b) Financial institution transactions.** The Agent is authorized to: open, close, continue and control all accounts and deposits in any type of financial institution (which term includes, without limitation, banks, trust companies, savings and building and loan associations, credit unions and brokerage firms); deposit in and withdraw from and write checks on any financial institution account or deposit; and, in general, exercise all powers with respect to financial institution transactions which the Principal could if present and under no disability. This authorization shall also apply to any Totten Trust, Payable on Death Account, or comparable trust account arrangement where the terms of such trust are contained entirely on the financial institution's signature card, insofar as an Agent shall be permitted to withdraw income or Principal from such account; and, in general, exercise all powers with respect to financial institution transactions which the Principal could if present and under no disability.

_____ **(c) Stock and bond transactions.** The Agent is authorized to: buy and sell all types of securities (which term includes, without limitation, stocks, bonds, mutual funds and all other types of investment securities and financial instruments); collect, hold and safekeep all dividends, interest, earnings, proceeds of sale, distributions, shares, certificates and other evidences of ownership paid or distributed with respect to securities; exercise all voting rights with respect to securities in person or by proxy, enter into voting trusts and consent to limitations on the right to vote; and, in general, exercise all powers with respect to securities which the Principal could if present and under no disability.

_____ **(d) Tangible personal property transactions.** The Agent is authorized to: buy and sell, lease, exchange, collect, possess and take title to all tangible personal property; move, store, ship, restore, maintain, repair, improve, manage, preserve, insure and safekeep tangible personal property; and, in general, exercise all powers with respect to tangible personal property which the Principal could if present and under no disability.

_____ **(e) Safe deposit box transactions.** The Agent is authorized to: open, continue and have access to all safe deposit boxes; sign, renew, release or terminate any safe deposit contract; drill or surrender any safe deposit box; and, in general, exercise all powers with respect to safe deposit matters which the Principal could if present and under no disability.

_____ **(f) Insurance and annuity transactions.** The Agent is authorized to: procure, acquire, continue, renew, terminate or otherwise deal with any type of insurance or annuity contract (which terms include, without limitation, life, accident, health, disability, automobile casualty, property or liability insurance); pay premiums or assessments on or surrender and collect all distributions, proceeds or benefits payable under any insurance or annuity contract; and, in general, exercise all powers with respect to insurance and annuity contracts which the Principal could if present and under no disability.

_____ **(g) Retirement plan transactions.** The Agent is authorized to: contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the Principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the Principal could if present and under no disability.

_____ **(h) Social Security, unemployment and military service benefits.** The Agent is authorized to: prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security,

unemployment, military service and governmental benefits which the Principal could if present and under no disability.

_____ **(i) Tax matters.** The Agent is authorized to: sign, verify and file all the Principal's federal, state and local income, gift, estate, property and other tax returns, including joint returns and declarations of estimated tax; pay all taxes; claim, sue for and receive all tax refunds; examine and copy all the Principal's tax returns and records; represent the Principal before any federal, state or local revenue agency or taxing body and sign and deliver all tax powers of attorney on behalf of the Principal that may be necessary for such purposes; waive rights and sign all documents on behalf of the Principal as required to settle, pay and determine all tax liabilities; and, in general, exercise all powers with respect to tax matters which the Principal could if present and under no disability.

_____ **(j) Claims and litigation.** The Agent is authorized to: institute, prosecute, defend, abandon, compromise, arbitrate, settle and dispose of any claim in favor of or against the Principal or any property interests of the Principal; collect and receipt for any claim or settlement proceeds and waive or release all rights of the Principal; employ attorneys and others and enter into contingency agreements and other contracts as necessary in connection with litigation; and, in general, exercise all powers with respect to claims and litigation which the Principal could if present and under no disability. This power of attorney does not authorize the Agent to appear in court or any tribunal as an attorney-at-law for the Principal or otherwise to engage in the practice of law without being a licensed attorney who is authorized to practice law.

_____ **(k) Commodity and option transactions.** The Agent is authorized to: buy, sell, exchange, assign, convey, settle and exercise commodities futures contracts and call and put options on stocks and stock indices traded on a regulated options exchange and collect and receipt for all proceeds of any such transactions; establish or continue option accounts for the Principal with any securities or futures broker; and, in general, exercise all powers with respect to commodities and options which the Principal could if present and under no disability.

_____ **(l) Business operations.** The Agent is authorized to: organize or continue and conduct any business (which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation) in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, Agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the Principal could if present and under no disability.

_____ **(m) Borrowing transactions.** The Agent is authorized to: borrow money; mortgage or pledge any real estate or tangible or intangible personal property as security for such purposes; sign, renew, extend, pay and satisfy any notes or other forms of obligation; and, in present and under no disability.

_____ (n) **Estate transactions.** The Agent is authorized to: accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the Principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the Principal that terminates at the death of the Principal and is then distributable to the legal representative of the estate of the Principal; and, in general, exercise all powers with respect to estates and trusts which the Principal could if present and under no disability; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the Principal or require the trustee of any trust for the benefit of the Principal to pay income or Principal to the Agent unless specific authority to that end is given, and specific reference to the trust is made, in the statutory property power form.

Specially Granted Agent Powers – None of the power(s) that the Principal has granted the Agent in “Agent’s Powers” subsections (a) through (n) shall be construed to grant power or authority to the Agent to carry out any of the actions described in this section if the actions are expressly enumerated and authorized by the Principal initialing next to each power granted or striking through a power not granted:

- _____ (a) To execute, amend or revoke any trust agreement;
- _____ (b) To fund with the Principal's assets any trust not created by the Principal;
- _____ (c) To make or revoke a gift of the Principal's property in trust or otherwise;
- _____ (d) To disclaim a gift or devise of property to or for the benefit of the Principal, including but not limited to the ability to disclaim or release any power of appointment granted to the Principal and the ability to disclaim all or part of the Principal's interest in appointive property to the extent authorized under sections 456.970 to 456.1135 of the Missouri Revised Statutes;
- _____ (e) To create or change survivorship interests in the Principal's property or in property in which the Principal may have an interest; provided, however, that the inclusion of the authority set out in this subsection shall not be necessary in order to grant to an Agent acting under a power of attorney granting general powers with respect to all lawful subjects and purposes the authority to withdraw funds or other property from any account, contract or other similar arrangement held in the names of the Principal and one or more other persons with any financial institution, brokerage company or other depository to the same extent that the Principal would be authorized to do if the Principal were present, not disabled or incapacitated, and seeking to act in the Principal's own behalf;
- _____ (f) To designate or change the designation of beneficiaries to receive any property, benefit or contract right on the Principal's death;
- _____ (g) To give or withhold consent to an autopsy or postmortem examination;

_____ (h) To make an anatomical gift of, or prohibit an anatomical gift of, all or part of the Principal's body under the Revised Uniform Anatomical Gift Act or to exercise the right of sepulcher over the Principal's body under section 194.119 of the Missouri Revised Statutes;

_____ (i) To nominate a guardian or conservator for the Principal, and the Agent may nominate himself or herself as such;

_____ (j) To designate one or more substitute or successor or additional Agents [if you named a Successor Agent you must initial this power];

_____ (k) To exercise, to revoke or amend the release of, or to contract to exercise or not to exercise, any power of appointment granted to the Principal to the extent authorized under sections 456.970 to 456.1135 of the Missouri Revised Statutes;

Powers Not Granted to Agent – No durable power of attorney that delegates general powers, may delegate or grant power or authority to an Agent to do or carry out any of the following actions for the Principal:

- (1) To make, publish, declare, amend or revoke a will for the Principal;
- (2) To make, execute, modify or revoke a living will declaration for the Principal;
- (3) To require the Principal, against his or her will, to take any action or to refrain from taking any action; or
- (4) To carry out any actions specifically forbidden by the Principal while not under any disability or incapacity.

Third Parties – The Agent shall have the power, to make, execute and deliver to or for the benefit of or at the request of a third person, who is requested to rely upon an action of the attorney in fact, an agreement indemnifying and holding harmless any third person or persons from any liability, claims or expenses, including legal expenses, incurred by any such third person by reason of acting or refraining from acting pursuant to the request of the Agent, and such indemnity agreement shall be binding upon the Principal who has executed such power of attorney and upon the Principal's successor or successors in interest. No such indemnity agreement shall protect any third person from any liability, claims or expenses incurred by reason of the fact that, and to the extent that, the third person has honored the power of attorney for actions outside the scope of authority granted by the power of attorney. In addition, the Agent has complete discretion to employ and compensate real estate Agents, brokers, attorneys, accountants and sub-agents of all types to represent and act for the Principal in any and all matters, including tax matters involving the United States government or any other government or taxing entity, including, but not limited to, the execution of supplemental or additional powers of attorney in the name of the Principal in form that may be required or preferred by any such taxing entity or other third person, and to deal with any or all third persons in the name of the Principal without limitation. However, no such supplemental or additional power of attorney shall broaden the scope of authority granted to the Agent in the original power of attorney executed by the Principal.

Reimbursement and Compensation of Agent – An Agent is entitled to reasonable compensation for services rendered to the Principal as Agent and reimbursement for reasonable expenses incurred as a result of acting as Agent for the Principal.

Signature & Acknowledgement

I am the maker of this instrument and am fully informed as to all the contents of this Durable Financial Power of Attorney. I understand the full import of this grant of powers to my Agent(s).

Principal's Signature _____ Date_____

The following subscribing witnesses have appeared before the Notary Public and swear that he or she witnessed the maker of this instrument execute the instrument as the maker's own act.

First Witness _____

Address_____

Telephone_____

Signature_____ Date_____

Second Witness _____

Address_____

Telephone_____

Signature_____ Date_____

STATE OF MISSOURI

COUNTY OF _____

The maker and the witnesses personally appeared before me and the foregoing instrument was

acknowledged before me on this the ____ day of _____ (month), 20____ (year), by

_____ (name of Notary Public). I am satisfied that the person(s) who made the acknowledgment or proof was the maker of or the witness to the instrument.

(Signature of Notary Public - State of Missouri)

(Print, Type, or Stamp
Commissioned Name of Notary Public)