



government securities, whether city or state, or United States, and any other kind of indebtedness, public or private, for me and in my name, and under such terms and conditions, and under such covenants as my Attorney shall deem proper.

e. Borrow. To borrow money using my name and credit and to pledge my assets to secure loans made to my Attorney for me or on my behalf under such terms and conditions as my Attorney shall deem proper.

f. Business. To engage in and transact any and all lawful business of whatever nature or kind for me and in my name.

g. Accounts. To deposit any monies which may come to my Attorney as such Attorney with any bank or savings and loan or other financial institution either in my or my Attorney's own name, and to employ or expend as my Attorney shall think fit any of such money or any other money to which I am entitled which now is or shall be so deposited; to withdraw, in the payment of any debts, or interest payable by me, or taxes, assessments, insurance, and expenses due and payable or to become due and payable on account of my real and personal estate, or in or about any of the purposes herein mentioned, or otherwise for my use and benefit.

h. Documents. To sign, endorse, execute, acknowledge, deliver, receive and possess such applications, contracts, agreements, options, covenants, deeds, conveyances, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations, proofs of loss, evidences of debts, releases and satisfaction of mortgages, judgments, liens, security agreements, and other debts and obligations, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.

i. Tax Returns. To prepare or cause to be prepared, to execute on my behalf and to file with the appropriate authority any and all federal or state income tax returns, gift tax returns and other tax returns, and to agree to, compromise, adjust and resist by litigation or otherwise any compromise, adjust and resist by litigation or otherwise any income or other tax deficiency determined against me and to prepare and file and prosecute claims for refund of income or other taxes.

j. Transfer to Trust. To convey, transfer and assign at any time or times all or any part of my property (real, personal, or mixed, tangible or intangible, of whatsoever kind, wheresoever located, and whensoever acquired) to any trustee (and his substitute or substitutes or successor or successors as trustee) of any trust created by me, alone or jointly

with another, to be held and administered by the said trustee in accordance with the terms and conditions of any such trust. In connection therewith, my Attorney shall have full power and authority to execute any and all instruments of conveyance, transfer and assignment, make any endorsements and acknowledgements that may be necessary to convey and transfer said property or do anything else that I might reasonably do in order to transfer all or any part thereof to any such trust.

k. Gifts. To make gifts from my estate to any person (individual or charity) by transferring to those donees or trusts for their benefit cash, stocks, bonds, securities mineral interest, or any other property or interest of mine in property, as and when my Attorney may deem proper, and in amounts consistent with my current estate, the tax consequences of any gift or failure to make any gift, and the donees' respective needs. Nothing herein shall be construed to require any court action whatsoever prior to such gift, nor to restrict such gift to a situation in which it must be determined that I will remain incompetent for the rest of my lifetime. Notwithstanding the foregoing, my Attorney may not make gifts to anyone in any calendar year in excess of the then available maximum annual per donee gift tax exclusion as provided in Section 2503(b) of the Internal Revenue Code of 1986, as amended.

l. Disclaimers. To disclaim all or any part of my interest in property passing to me or for my benefit in accordance with the provisions of Section 2518 of the Internal Revenue Code of 1986, as amended.

m. Insurance. To purchase insurance policies insuring my life, health, property or interests and with regard to such policies now owned or subsequently acquired by me to:

(1) execute and deliver receipts and other instruments and take such action as may be appropriate to obtain possession and control of such policies;

(2) execute and file proofs of claim required to collect the proceeds thereof, and the receipt of my Attorney shall constitute full acquittance to insurance companies for all proceeds so paid;

(3) elect, in her discretion, any optional modes of settlement available to her under the policies;

(4) change the named beneficiaries under any such life insurance policies to any other person, persons, entity, or entities, including without limitation any inter vivos trusts or testamentary trusts established by me by agreement or by validly executed will, and to execute and file any change-of-beneficiary forms or other documents necessary or desirable to achieve these ends;

(5) institute legal proceedings for the collection of proceeds of any policy.

n. Agents. To engage, employ, and dismiss any agents, clerks, servants, attorneys-at-law, accountants, investment advisors, custodians, or other persons in and about the performance of these presents as my Attorney shall deem advisable and to pay reasonable compensation for their services and charge same to me.

o. Certificate of Title. To apply for a Certificate of Title upon, and endorse and transfer title to, any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

p. Safe Deposit Box. To have access at any time or times to any safe deposit box rented by me, wheresoever located, 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 Attorney to exercise this power.

q. Purchase Bonds. To purchase, acquire, possess and maintain for me any amount of United States obligations that are eligible for redemption at face or par value in the payment of federal estate taxes, including the power to borrow money and sign my name to any promissory note for such purpose; to pledge any property of mine, including such Government obligations, as security for any such loan; to collect any of the proceeds of any coupons that may become due thereon; and to partition my interest in any such Government obligations.

r. Indemnification of Third Party. To indemnify and hold harmless any third party who accepts and acts under this power of attorney; such third party shall recognize the authority of my Attorney and shall transact with my Attorney in the same manner and to the same extent as the third party would transact with me. Furthermore, my Attorney shall have any and all power that is necessary, including the power to bring any appropriate legal action, to compel a third party to transact with my Attorney in the same manner and to the same effect as the third party would transact with me.

s. Litigation. To commence, prosecute, discontinue, or defend all actions or other legal proceedings affecting my estate or any part thereof or affecting any matter in which I or my estate may be in any way concerned; and to have, sue and take all lawful ways and means and legal and equitable remedies, procedures, and writs in my name for the collection or recovery of any item or matter in which I have or may acquire an interest and to compromise, settle, or abandon any claim for the same and to make, execute, and deliver for me and in my name all endorsements, acquittances, releases, receipts or other sufficient discharges for the same.

t. Sell. To sell, either at public or private sale, or exchange any part or parts of

my real estate or personal property for that consideration and upon those terms as my Attorney deems proper, and to execute and deliver good and sufficient deeds or other instruments for the conveyance or transfer of the same, with covenants of warranty or otherwise as my Attorney deems appropriate, and to give receipts for all or any part of the purchase price or other consideration.

u. Vote. To vote at the meetings of stockholders or other meetings of any corporation or company, or otherwise to act as my Attorney or proxy in respect of any stocks, shares, or other instruments now or hereafter held by me, and for that purpose to execute any proxies or other instruments.

v. Fiduciary Power. To exercise any powers and duties vested in or imposed upon me, whether solely or jointly, with any other or others as executor, administrator, or trustee or in any other fiduciary capacity, so far as that power or duty is capable of validly being delegated.

w. General Powers. To exercise, do or perform any act, right, power, duty or obligation whatsoever that I now have or may acquire the legal right, power or capacity to exercise, do or perform in connection with, arising out of, or relating to any person, item, thing, transaction, business, property, real or personal, tangible or intangible, or matter whatsoever.

2. Construction. This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, acts, rights or powers herein does not limit or restrict, and is not to be construed or interpreted as limiting or restricting the general powers herein granted to my Attorney.

3. Governing Law. This instrument is executed and delivered in the State of \_\_\_\_\_, and the laws of the State of \_\_\_\_\_ shall govern all questions as to the validity of this power of attorney and the construction of its provisions.

4. Revocation. This power of attorney revokes any previous powers of attorney granted by me. Any revocation of this general power of attorney shall be by a written instrument executed by me and acknowledged before a Notary Public and shall be filed in the Deed Records of \_\_\_\_\_ County, State.

5. Reliance. My death shall not revoke or terminate this power as to the Attorney, agent or other person who, without actual knowledge of my death, acts in good faith under this power of attorney. Any action so taken, unless otherwise invalid or unenforceable, shall be binding upon me and my heirs, devisees, and personal representatives. An affidavit, executed by my Attorney, stating that he did not have, at the time of doing an act pursuant to this power of attorney, actual knowledge of the revocation or termination of this power of attorney, is, in the absence of fraud, conclusive proof of the nonrevocation or nontermination of the power at that time. No person, firm or

corporation dealing with the Attorney designated herein, if acting in good faith, shall be required to ascertain the authority of the Attorney nor to see to the performance of the agency, nor be responsible in any way for the proper application of funds or property paid or delivered to my Attorney; but, if acting in good faith, may deal with my Attorney as though he were the unconditional owner, and shall incur no liability to me or to my estate or to any person whomsoever as a result of permitting my Attorney to exercise any power. Any person dealing with my Attorney shall be protected without any search of the records in the office of the County Clerk of \_\_\_\_\_ County, State , or records in the office of any other County Clerk, in acting and relying on a certificate of my Attorney that this power of attorney on the date of such certificate has not been revoked and is in full force and effect.

6. Bond. No Attorney, nor any successor, shall be obligated to furnish bond or other security.

7. Compensation. Unless waived, any Attorney shall be entitled to reasonable fees commensurate with his duties and responsibilities, taking into account the time and work involved. Each Attorney shall be reimbursed for expenses incurred in connection with fiduciary duties hereunder.

8. Durability and Termination. This power of attorney shall not be affected by any disability, incompetence, or incapacity which I may suffer at any future time, whether or not adjudicated by any court. It is my intent that this power of attorney remain in full force and effect notwithstanding my disability, incompetency, or incapacity. This power of attorney shall only terminate under one or more of the following circumstances:

- a. my death;
- b. the death or incapacity (as set forth in paragraph 16 below) of my Attorney and all successor Attorneys; or
- c. revocation by me as set forth in paragraph 4 above.

9. Limitation of Authority. Any authority granted to my Attorney herein shall be limited so as to prevent this power of attorney from causing my Attorney to be taxed on my income and from causing my estate to be subject to a general power of appointment by my Attorney, as that term is defined in Section 2041 of the Internal Revenue Code of 1986, as amended.

10. Indemnification of Attorney. I hereby bind myself to indemnify my Attorney and any successor, who shall so act, against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorneys' fees which my Attorney at any time may sustain or incur in connection with his carrying out of the authority granted him in this power of attorney.

11. Use of Words. The use of any gender in this power of attorney shall include the other

genders, and the use of either the singular or plural includes the other.

12. Captions. The captions used in this instrument have been inserted for administrative convenience only and do not constitute matters to be construed in interpreting this power of attorney.

13. Parties Bound. This power of attorney and all acts by my Attorney hereunder shall extend to and be binding on me and my heirs, distributees, personal representatives, successors, and assigns.

14. Successor Attorney. In the event \_\_\_\_\_ ceases to act as my Attorney, I appoint \_\_\_\_\_ my successory Attorney. all powers and discretions vested in my Attorney shall be vested in and exercisable by any successory Attorney.

15. Copies. This instrument may be filed of record in those counties within and without the State of \_\_\_\_\_ as may be deemed appropriate by my Attorney, and copies of this instrument certified as "true" copies by the County Clerk of any county in which this instrument is filed shall be treated as original copies for all purposes.

16. Incapacity of Attorney. In the event any Attorney serving hereunder becomes unable to discharge his or her fiduciary duties hereunder by reason of accident, physical or mental deterioration, or other similar cause as certified by two independent, licensed physicians, each affirming that he or she has examined my Attorney and has concluded, based on an examination, that my Attorney is unable to discharge his or her duties hereunder, that Attorney shall thereupon cease to be my Attorney as if he or she had resigned on the date of that certification.

17. Ratification. I hereby ratify and confirm all that my Attorney shall do or cause to be done by virtue of this power of attorney and the rights and powers granted herein.

18. Property Affected. The authority contained herein is intended to extend to any interest I may have in any property, including my interest in property which I hold jointly (or as tenants by the entireties), property in my name alone, my separate property, and my interest in community property.

IN TESTIMONY WHEREOF, I have hereunto set my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the presence of \_\_\_\_\_ and \_\_\_\_\_, who attest the same at my request by subscribing their names hereto in my presence.

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PRINTED NAME HERE

