

DURABLE GENERAL POWER OF ATTORNEY

I. PRINCIPAL AND AGENT DESIGNATION

The Principal: _____

Mailing Address:

Street Address: _____

City: _____

State: _____

Zip Code: _____

The Agent: _____

Mailing Address:

Street Address: _____

City: _____

State: _____

Zip Code: _____

II. CREATION AND DURABILITY

This Power of Attorney is durable and shall not be affected by the subsequent disability, incapacity, or incompetence of the Principal. It is the Principal's express intent that this authority shall become effective immediately upon the execution of this instrument and shall continue in full force and effect notwithstanding any subsequent mental or physical impairment of the Principal, pursuant to the statutory provisions of the state in which this document is executed.

III. GRANT OF GENERAL AUTHORITY

The Principal hereby grants to the Agent full power and authority to act on behalf of the Principal in any way the Principal could act if personally present. This authority extends to all lawful matters, including but not limited to the following:

- 1. Real Property Transactions:** To lease, sell, mortgage, purchase, exchange, maintain, repair, subdivide, insure, or otherwise manage any real property or interest therein.
- 2. Personal Property Transactions:** To buy, sell, lease, exchange, mortgage, pledge, or otherwise

acquire or dispose of tangible or intangible personal property.

3. **Banking and Financial Transactions:** To open, maintain, or close bank accounts; write checks; deposit funds; conduct wire transfers; and conduct all standard banking transactions with any financial institution.

4. **Business Operations:** To manage, control, and operate any business entity in which the Principal holds an interest, including voting rights, signing contracts, and exercising partner or shareholder powers.

5. **Tax Matters:** To prepare, sign, and file local, state, and federal tax returns; represent the Principal before the Internal Revenue Service or state tax authorities; and receive confidential tax information.

6. **Legal and Administrative Proceedings:** To institute, prosecute, defend, settle, compromise, or arbitrate any legal actions, claims, or administrative proceedings in the name of the Principal.

7. **Personal and Family Maintenance:** To pay necessary living expenses, medical bills, insurance premiums, housing costs, and other obligations for the support of the Principal and any dependents.

IV. LIMITATIONS ON AGENT'S POWERS

Notwithstanding the broad powers granted herein, the Agent is expressly prohibited from exercising any of the following powers:

1. The Agent shall have no authority over the Principal's estate planning instruments, trusts, or beneficiary designations, and shall have no power to make gifts of the Principal's property.
2. The Agent shall have no authority over the Principal's digital assets, electronic communications, or online accounts.
3. The Agent shall have no authority to access or receive the Principal's protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA).

V. REVOCATION AND TERMINATION

This Power of Attorney may be revoked by the Principal at any time by executing a written instrument of revocation. This Power of Attorney shall automatically terminate upon the death of the Principal.

VI. GOVERNING LAW

This instrument shall be construed, interpreted, and governed in accordance with the laws of the state where it is executed.

VII. PRINCIPAL ACKNOWLEDGMENT AND SIGNATURE

By signing below, I, the Principal, declare that I understand the purpose and effect of this Durable

General Power of Attorney, that I sign it willingly, and that I execute it as my free and voluntary act.

PRINCIPAL

Signature: _____

Print Name: _____

Date: _____

Address:

Street Address: _____

City: _____

State: _____

Zip Code: _____

*

VIII. AGENT ACKNOWLEDGMENT OF DUTIES

I, the Agent named above, hereby accept the appointment as Agent and assume the fiduciary duties associated with acting under this Durable General Power of Attorney. I agree to act in the best interests of the Principal, in good faith, and within the scope of the authority granted herein.

AGENT

Signature: _____

Print Name: _____

Date: _____

Address:

Street Address: _____

City: _____

State: _____

Zip Code: _____

*

IX. NOTARY PUBLIC ACKNOWLEDGMENT

State of _____

County of _____

On this _____, before me, the undersigned notary public, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

Notary Public Signature

My Commission Expires: _____
(Seal)