

DURABLE POWER OF ATTORNEY

I. PRINCIPAL AND AGENT DESIGNATION

This Durable Power of Attorney is made by the Principal, who appoints the designated Agent to act in the Principal's name, place, and stead in any way which the Principal could do, if the Principal were personally present, with respect to the matters and affairs described herein.

The Principal: _____

Street Address: _____

City: _____

State: _____

Zip Code: _____

The Agent: _____

Street Address: _____

City: _____

State: _____

Zip Code: _____

II. REVOCATION OF PRIOR POWERS

The Principal hereby revokes any previous powers of attorney granted by the Principal regarding the matters explicitly covered in this document.

III. DURABILITY AND EFFECTIVE DATE

This Power of Attorney is durable and shall not be affected by the subsequent disability or incapacity of the Principal. This Power of Attorney shall become effective immediately upon its execution by the Principal.

IV. 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 includes, but is not limited to, the following subject areas:

1. **Real Property Transactions:** To lease, sell, mortgage, purchase, exchange, and maintain any real property or interest therein.
2. **Tangible Personal Property Transactions:** To buy, sell, lease, exchange, collect, and possess tangible personal property.
3. **Stock and Bond Transactions:** To buy, sell, and exchange stocks, bonds, mutual funds, and all other types of securities.
4. **Commodity and Option Transactions:** To buy, sell, exchange, and write options on commodities and securities.
5. **Banking and Financial Transactions:** To open, maintain, or close bank accounts; write checks; deposit funds; and conduct all standard banking operations.
6. **Business Operating Transactions:** To manage, control, and operate any business entities in which the Principal has an interest.
7. **Insurance and Annuity Transactions:** To acquire, pay premiums on, modify, or terminate insurance policies and annuities.
8. **Estates, Trusts, and Other Beneficiary Transactions:** To act for the Principal in all matters affecting any trust, probate estate, guardianship, conservatorship, or escrow.
9. **Claims and Litigation:** To institute, prosecute, defend, settle, compromise, or dismiss any legal proceedings, claims, or disputes.
10. **Personal and Family Maintenance:** To pay necessary living expenses, medical bills, insurance,

housing costs, and other obligations for the Principal and the Principal's dependents.

11. **Benefits from Governmental Programs or Civil or Military Service:** To enroll in, apply for, and receive benefits from programs such as Social Security, Medicare, Medicaid, or military service programs.

12. **Retirement Plan Transactions:** To manage, contribute to, or make withdrawals from retirement accounts, IRAs, and pension plans.

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

V. LIMITATIONS ON AGENT'S AUTHORITY

The Agent shall not have the power to perform any of the following acts unless specifically authorized by a separate, express written agreement or court order:

1. To make gifts of the Principal's property, except as reasonably necessary to maintain the Principal's established pattern of giving.
2. To create, amend, or revoke an inter vivos trust.
3. To create or change a beneficiary designation on any of the Principal's assets, insurance policies, or retirement plans.
4. To delegate authority granted under this Power of Attorney to another person.
5. To execute, amend, or revoke a will on behalf of the Principal.

VI. AGENT'S DUTY OF CARE

The Agent shall act in accordance with the Principal's reasonable expectations to the extent actually known by the Agent and, otherwise, in the Principal's best interest. The Agent shall act in good faith, with care, competence, and diligence, and shall keep a complete and accurate record of all receipts, disbursements, and transactions conducted on behalf of the Principal.

VII. THIRD-PARTY RELIANCE

Any third party, including financial institutions, brokerage firms, title companies, and government agencies, may rely upon this Durable Power of Attorney and any representation made by the Agent hereunder. No third party shall be held liable to the Principal, the Principal's estate, or the Principal's heirs for relying on the instructions of the Agent prior to receiving actual written notice of the revocation of this Power of Attorney or the death of the Principal.

VIII. GOVERNING LAW

This Durable Power of Attorney shall be construed, interpreted, and governed in accordance with the laws of the State of _____.

IX. SEVERABILITY

If any provision of this instrument is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

PRINCIPAL

Signature: _____

Print Name: _____

Date: _____

Address: _____

AGENT'S ACKNOWLEDGMENT AND ACCEPTANCE

I, _____, have read the foregoing Durable Power of Attorney and hereby acknowledge and accept the appointment as Agent. I understand my fiduciary duties and legal obligations to the Principal under this instrument and applicable state law.

Signature: _____

Print Name: _____

Date: _____

Address: _____

WITNESS ATTESTATION

The Principal signed this Durable Power of Attorney in our presence, and we, at the Principal's request and in the Principal's presence, sign our names as witnesses. We declare under penalty of perjury that the Principal appears to be of sound mind and under no duress, fraud, or undue influence.

Witness 1

Signature: _____

Print Name: _____

Date: _____

Address: _____

Witness 2

Signature: _____

Print Name: _____

Date: _____

Address: _____