

MICHIGAN POWER OF ATTORNEY FORM

I. APPOINTMENT OF AGENT

I, _____ (hereinafter referred to as the "Principal"), residing at:

hereby appoint _____ (hereinafter referred to as the "Agent"), residing at:

as my true and lawful attorney-in-fact to act for me and in my name, place, and stead.

II. EFFECTIVENESS AND DURABILITY

This Power of Attorney is granted pursuant to the Michigan Estates and Protected Individuals Code (EPIC), MCL 700.5501 et seq.

Selection of Effectiveness (Check One):

Immediate Effectiveness: This Power of Attorney shall become effective immediately upon the date of execution and shall not be affected by my subsequent disability or incapacity.

Springing Effectiveness: This Power of Attorney shall become effective only upon my disability or incapacity. I shall be considered disabled or incapacitated if two (2) physicians certify in writing that I am unable to manage my financial affairs.

Durability Provision:

Regardless of the selection above, this Power of Attorney is a **DURABLE** Power of Attorney and shall not be affected by my subsequent disability, incapacity, or lapse of time.

III. GRANT OF POWERS

I grant my Agent full power and authority to act on my behalf with the same validity as if I were personally present. The powers granted include, but are not limited to, the following:

1. Banking and Financial Transactions: To open, close, and manage bank accounts; to sign checks, drafts, and other negotiable instruments; to access safe deposit boxes; and to conduct all banking business.

2. Real Property: To buy, sell, lease, mortgage, exchange, or otherwise acquire or dispose of real property; to sign deeds, mortgages, and leases; and to manage real estate.

3. Personal Property: To buy, sell, lease, exchange, or otherwise acquire or dispose of personal property, including stocks, bonds, and automobiles.

4. Tax Matters: To prepare, sign, and file federal, state, and local income, gift, and other tax returns; to represent me before tax authorities; and to pay any taxes due.

5. Legal Proceedings: To institute, prosecute, defend, abandon, compromise, arbitrate, settle, and dispose of any legal, equitable, or administrative claim or proceeding.

6. Government Benefits: To apply for, collect, and manage benefits from Social Security, Medicare, Medicaid, or other government programs.

7. Business Operations: To manage, operate, sell, or liquidate any business interest I may own.

8. Retirement Plans: To manage retirement accounts, including IRAs and 401(k)s, and to make investment decisions and withdrawal requests.

IV. SPECIAL INSTRUCTIONS AND LIMITATIONS

The Agent shall have no power to execute or revoke a Will or Codicil on my behalf.

Any specific limitations or special instructions are as follows:

V. ACCOUNTING AND RECORD KEEPING

My Agent shall keep a record of all transactions entered into on my behalf and shall make such records available upon request to me or, in the event of my incapacity, to my guardian or conservator. This is in accordance with MCL 700.5501.

VI. NOMINATION OF GUARDIAN OR CONSERVATOR

If protective proceedings for my person or estate are commenced, I hereby nominate my Agent named above to serve as my guardian or conservator, pursuant to MCL 700.5503.

VII. RELIANCE BY THIRD PARTIES

Any third party who receives a copy of this Power of Attorney may act under it. Revocation of the Power of Attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this Power of Attorney.

VIII. REVOCATION

I reserve the right to revoke this Power of Attorney at any time by providing written notice to my Agent. This Power of Attorney revokes any and all prior Powers of Attorney executed by me regarding the same subject matter.

IX. GOVERNING LAW

This Power of Attorney shall be governed by and construed in accordance with the laws of the State of Michigan.

X. SIGNATURE AND ACKNOWLEDGMENT

Principal's Signature

I, the Principal, sign my name to this Michigan General Durable Power of Attorney this ____ day of _____, 20____, and being first duly sworn, do declare to the undersigned authority that I execute it as my free and voluntary act for the purposes expressed in the Power of Attorney.

PRINCIPAL

Signature: _____
Print Name: _____
Date: ____ day of _____, 20____
Address: _____

XI. WITNESSES

We, the witnesses, each sign our names to this instrument this ____ day of _____, 20____, and being first duly sworn, do declare that the Principal signs and executes this instrument as their free and voluntary act, and that each of us, in the presence of the Principal and each other, hereby sign this instrument as witness to the Principal's signing.

WITNESS 1

Signature: _____
Print Name: _____
Date: ____ day of _____, 20____
Address: _____

WITNESS 2

Signature: _____
Print Name: _____
Date: ____ day of _____, 20____
Address: _____

XII. NOTARY ACKNOWLEDGMENT

STATE OF MICHIGAN
COUNTY OF _____

On this ____ day of _____, 20____, before me, a Notary Public, personally appeared _____ (Principal's Name), known to me (or proved to me on the basis of satisfactory evidence) to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed.

Signature: _____
Notary Public

Print Name: _____

My Commission Expires: ____ day of _____, 20____
Acting in the County of: _____

XIII. AGENT'S ACCEPTANCE OF APPOINTMENT

IMPORTANT: This section must be signed by the Agent to be valid under Michigan Law (MCL 700.5501).

I, _____ (Agent's Name), have been appointed as attorney-in-fact (Agent) for the Principal, _____ (Principal's Name), under this Durable Power of Attorney. By signing this document, I acknowledge that if and when I act as attorney-in-fact, all of the following apply:

- (a) Except as provided in the durable power of attorney, I must act in accordance with the standards of care applicable to fiduciaries acting under durable powers of attorney.
- (b) I must take reasonable steps to follow the instructions of the principal.
- (c) Upon request of the principal, I must keep the principal informed of my actions. I must provide an accounting to the principal upon request of the principal, to a guardian or conservator appointed on behalf of the principal upon request of that guardian or conservator, or pursuant to judicial order.
- (d) I cannot make a gift of all or any part of the principal's assets, unless provided for in the durable

power of attorney or by judicial order.

(e) Unless provided in the durable power of attorney or by judicial order, I, while acting as attorney-in-fact, shall not create an account or other asset in joint tenancy between the principal and me.

(f) I must maintain records of my transactions as attorney-in-fact, including receipts, disbursements, and investments.

(g) I may be liable for any damage or loss to the principal, and may be subject to any other available remedy, for breach of fiduciary duty owed to the principal. In the durable power of attorney, the principal may exonerate me of any liability to the principal for breach of fiduciary duty except for actions committed by me in bad faith or with reckless indifference. An exoneration clause is not enforceable if inserted as the result of my abuse of a fiduciary or confidential relationship to the principal.

(h) I may be subject to civil or criminal penalties if I violate my duties to the principal.

AGENT

Signature: _____

Print Name: _____

Date: _____ day of _____, 20____

Address: _____