

Legal Note: The Documents here are provided for your information and that of your immediate family only. You are not permitted to copy any document provided to you. Each of these Documents provided are intended as general assistance in simple legal matters only. No document is intended to be used for any item, transaction, or other matter, where the total value of the item, transaction or matter is worth more than \$ 5,000.00. You are not authorized to use any document for any transaction which is in excess of \$ 5,000.00 in value or is not a simple matter. As a guideline to the meaning of simple, consider the following: if you can complete the document without any questions, it is likely a simple matter. However, if you need to ask any questions, you should consult with your Plan attorney. Do not speculate about completion of the blanks in this matter.

The information provided in the documents, and the instructions provided with each document are not intended to constitute legal advice. These documents are intended to assist consumers in protecting themselves in certain simple transactions, without incurring expensive attorneys fees. If you need legal advice, Plan Attorneys will be happy to provide a free legal consultation, at no cost, to you as a Plan member. Understand that if you contact a Plan Attorney, he/she may not advise you as to how to complete your documents. They may only be retained to prepare documents for you which they deem to be proper in your situation.

Certain documents can be completed with either a pen or a typewriter, unless indicated otherwise in the specific instructions. **You should not make changes or alterations to any documents, once you have completed the document.** You must complete a new document fully, even if you wish to make any changes, even a small change. If you make any changes to a document, you cannot be sure that the change conforms to legal requirements. For example, changes to a will, in some circumstances, may void the entire will, even if you intended to make the changes. Thus, it is a safer practice to make a new document, if you intend to make any changes.

If there are blanks which are not used or which contain no information, place an X, or a line through the blank. This ensures that no person can make unauthorized modifications to a document, by simply completing the blanks, and changing the entire crux of the document.

Certain documents may require a notary. Notaries are certified by each state, and can only operate in the states in which they are licensed to operate. An invalid notary may invalidate your document. Notaries serve the purpose of verifying that the signature of the person signing the document, is in fact, the person claiming to have signed the document. Certain institutions require a notary, even when state law does not. Be sure to check with the parties with whom you are dealing to see if they will require a notary. Banks often require notaries.

If you believe that you must record a document, you should consult with a Plan Attorney. No document provided here is intended for recording, and any such document must be prepared by a Plan Attorney. We have not included certain documents, despite repeated requests, because these documents require the skill and expertise of an attorney. These include trusts, deeds, Mortgages, Escrow Agreements and other documents. Always consult a Plan Attorney before drafting one of these documents on your own.

General Durable Power of Attorney

1 I, _____, as principal, hereby appoint _____ as my agent, to be my attorney-in-fact.

2 I give my agent the power to do anything I would be entitled to do, including but not limited to the power to do the following:

2a To sell any of the real, personal, intangible, or other property that I own now or in the future on any terms, and to use the proceeds of sale in any way.

2b To buy any real, personal, intangible, or other property on any terms, and to use, care for, or insure my present or future property in any way.

2c To borrow money, use credit cards, mortgage, or allow other encumbrances against property I own now or in the future on any terms.

2d To invest any of my real, personal, intangible, or other property in any real, personal, intangible, or other property.

2e To demand, release, receive, deposit, settle for, sue for, or do anything else with any real, personal, intangible, or other property which I am entitled to now or in the future. My agent is hereby named my representative payee to receive social security benefits.

2f To do anything that I could do with respect to retirement and employment benefits such as IRAs, employee benefit plans, self-employment benefit plans, or other retirement plans.

2g To do anything that I could do with respect to bank accounts of all kinds and accounts at other institutions, including opening, changing, and closing said accounts, and including writing and endorsing checks of all kinds.

2h To do anything that I could do with the respect to any safe deposit box I have now or in the future, including opening, changing, and closing said boxes.

2i To do anything I could do with respect to any legal action or claim.

2j To do anything that I could do with respect to trusts created by me or created for my benefit.

2k To do anything that I could do with the respect to insurance policies on my life or the life of anyone in whom I have insurable interest.

2l To do anything that I could do with respect to tax matters and tax returns for the years between 1980 and 2100, including the power to sign any power of attorney form required by the

Internal Revenue Service or other taxing authority.

2m To make gifts of any of my property to anyone for any reason.

2n To lend money or other property of mine on any terms.

2o For any real, personal, or other property I own now or in the future, the power to lease, sublease, release, manage in any way, protect, insure, maintain, destroy, alter, grant easements upon, subdivide, develop, dedicate to the public, change boundaries or plats, collect rents and profits, and the power to do all acts that I could do regarding said property.

2p For any business in which I have an interest now or in the future, the power to operate said business and do anything regarding said business that I would be able to do.

2q With respect to my physical care, the power to do anything that I could do, including providing for my food, shelter, medical care, hospitalization, clothing, transportation, nursing home or similar institutional care, travel and recreational activities, religious needs, funeral and burial arrangements, making anatomical gifts, having access to medical records and other personal information, having the power to admit me to medical facilities, to hire and fire medical personnel, to give or withhold consent to medical and psychiatric treatment, including surgical procedures, and to grant releases to medical personnel.

2r I hereby authorize all persons or entities to release any medical or other information my agent requests regarding me to my agent, and I release said persons or entities from any liability for doing so.

2s If I revoke or amend this power of attorney, I release from any liability and will hold harmless from any loss any person or institution acting under instructions from my agent before such person or institution receives actual notice of the revocation or amendment.

2t This power of attorney shall not be affected by the subsequent disability or incapacity of the principal.

2u If any part of this power of attorney is invalid under any law, such invalidity shall not affect the remainder of this instrument.

2v This power of attorney shall be governed under the laws of _____.

2w If this power of attorney is governed by a community property state, and the agent appointed under this power of attorney is the spouse of the principal, the agent's authority under this power of attorney only applies to the principal's separate property and the principal's one-half of community property, and is to be exercised only for the principal's benefit.

Additional provisions: None.

2x THIS POWER OF ATTORNEY IS A LEGAL DOCUMENT. IT PROVIDES THE PERSON DESIGNATED AS ATTORNEY-IN-FACT WITH BROAD POWERS OVER THE PRINCIPAL'S PROPERTY. THE POWERS EXIST FOR AN INDEFINITE PERIOD UNLESS OTHERWISE LIMITED, AND THE PRINCIPAL MAY REVOKE OR TERMINATE THE POWER OF ATTORNEY AT ANY TIME.

Signature: IN WITNESS WHEREOF, I have executed this power of attorney on _____, _____.

_____, Principal

I, the undersigned agent, hereby accept the duties and obligations of the above appointment as attorney-in-fact for the above principal.

_____, Agent

We hereby declare that on _____, _____, we witnessed _____, as principal, sign the above power of attorney in our presence, that (s)he declared and published it to us as his/her power of attorney, that we know the principal personally and believe (s)he is of sound mind and that (s)he signed said power of attorney freely and voluntarily, and that we witnessed _____ sign said power of attorney at his/her request and signed this statement at his/her request.

Dated this ___ day of _____, _____.

_____, Witness

Address: _____

_____, Witness

Address: _____

STATE OF _____)

) ss.

COUNTY OF _____)

I, _____, a resident of and notary public in and for the state and county named above, who am duly commissioned and sworn and legally authorized to administer oaths and affirmations, hereby certify that on _____, _____, _____, who is known to me personally to be the principal in the above power of attorney, appeared before me, acknowledged signing the above power of attorney, and, after being first duly sworn by me under penalty of perjury, sworn on his/her oath to the truth of the facts in the above power of attorney, declared said document to be a power of attorney that he gave to the above agent, signed it freely and voluntarily, and signed it in my presence and for the purposes explained in said power of attorney.

Subscribed and sworn to before me this ____ day of _____, _____.

Notary Public
My Commission expires: __/__/__.

(SEAL)

My Commission _____

I, the spouse of _____, hereby approve the above power of attorney, and waive any dower, curtesy, homestead, community property, and other rights I have in property affected by the above power of attorney.

Dated this ____ day of _____, _____.

This instrument was prepared by _____, whose address is

_____.

After Recording Return To:

