

**GENERAL DURABLE**  
**POWER OF ATTORNEY**

I, \_\_\_\_\_, of \_\_\_\_\_, Michigan, hereby appoint \_\_\_\_\_, of \_\_\_\_\_, Michigan, as my attorney-in-fact (herein called Agent) with the following powers to be exercised in my name and for my benefit:

1) **General Grant of Power.** To exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted; including acting as Trustee of any Revocable Living Trust created by me until such time as a successor Trustee has been appointed pursuant to said Trust Agreement;

2) **Collection Powers.** To forgive, request, demand, sue for, recover, collect, receive, hold all such sums of money debts, dues, commercial paper, checks, drafts, accounts, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible or tangible property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing,

payable or belonging to, me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same;

3) **Real Property Powers.** To bargain, contract, agree for, option, purchase, acquire, receive, improve, maintain, repair, insure, plat, partition, safeguard, lease, demise, grant, bargain, sell, assign, transfer, remise, release, exchange, convey mortgage and hypothecate real estate and any interests therein (and including interest which I hold with any other person as joint tenants with full rights of survivorship, or as tenants by the entireties), lands, tenements and hereditaments, for such price, upon such terms and conditions, as my said Agent shall determine;

4) **Personal Property Powers.** To bargain, contract, agree for, purchase, option, acquire, receive, improve, maintain, repair, insure, safeguard, lease, assign, sell, exchange, redeem, transfer, mortgage, hypothecate and in any and every way and manner deal in and with goods, wares, merchandise, furniture and furnishings, automobiles, bills, notes, debentures, bonds, stock, limited partnership interests, certificates of deposits, commercial paper, money market instruments, and other securities, choses in action and other tangible or intangible personal property in possession or in action, for such price, upon such terms and conditions as my said Agent shall determine;

5) **Contract Powers.** To make, do, and transact every kind of business of whatever nature, and also for me and in my name, and as my act and deed, to sign, seal, execute, deliver and acknowledge such stock certificates, stock powers, assignments separate from certificate,

deeds, conveyances, leases and assignments of leases, covenants, indentures, options, letters of intent, contracts, agreements, closing agreements, certificates, mortgages, hypothecations, bills of lading, bills, bonds, debentures, notes, receipts, evidences of debts, releases and satisfaction of mortgage, judgments and other debts, waivers of statutes of limitation, and such other documents and instruments in writing of whatever kind and nature as may be necessary or proper in the premises, as fully as I might do if done in my own capacity;

6) **Banking Powers.** To make, draw, sign in my name, deliver and accept checks, drafts, receipts for moneys, notes, or other orders for the payment of money against, or otherwise make withdrawals from any commercial, checking or savings account which I may have in my sole name or in joint name with my spouse or other person(s), in any bank or financial institution, for any purpose which my said Agent may think necessary, advisable or proper; and to endorse and negotiate in my name and deliver checks, drafts, notes, bills, certificates of deposit, commercial paper, money market instruments, bills of exchange or other instruments for the payment of money and to deposit same, as check or for collection, and cash into any commercial, checking or savings account which I may have in my sole name or in joint name with my spouse or other person(s), in any bank or financial institution, to access, modify, delete, control and transfer my digital financial accounts, and to carry on all ordinary banking business;

7) **Tax Returns and Elections.** To prepare, execute and file reports, returns, declarations, forms and statements for any and all tax purposes including income, gift, real estate, personal property, intangibles tax, or any other kind of tax whatsoever, to pay such taxes and any interest or penalty thereon or additions thereto; to make and file objections, protests, claims for abatement, refund or credit in relation to any tax proposed, levied or paid; to signify, as may be

required by Section 2513 of the United States Internal Revenue Code of 1986, as amended, or any corresponding section of any future United States law, my consent to having one-half (1/2) of any gift(s) made by my spouse considered as made by me; to represent me and to institute and prosecute proceedings in court or before any administrative authority to contest any such tax in whole or in part or for recovery of any amount paid in respect of any such tax, to defend or settle any amount paid in respect of any such tax, to give full and final receipt for any refund or credit and to endorse and collect any check or other voucher therefore; to pay any and all such taxes and any interest, penalty or other additional amount; to execute and deliver disclaimers, either partial or complete, of any rights or interests I now or hereafter may have; to employ attorneys, accountants or other representatives and grant powers of attorney or letters of appointment thereof for any of the purposes aforesaid; to execute an Internal Revenue Service and/or State Power of Attorney form on behalf of myself appointing any individual, corporation or entity acting as agent including my attorney in fact; and to elect to exercise or not to exercise any other option or election afforded by the Internal Revenue Code;

8) **Safe Deposit Box.** To have access to any safe deposit box of which I am tenant or co-tenant with full power to withdraw or change from time to time the contents thereof; and to exchange or surrender the box and keys thereto, renew any rental contract therefor, and to do all things which any depository, association or bank or its agents may require, hereby releasing the lessor from all liability in connection therewith;

9) **Employ Agents.** To employ, terminate and compensate agents, accountants, attorneys, real estate brokers and other professional assistance and to retain and compensate such persons for services rendered; to waive any attorney-client privilege;

10) **Motor Vehicles.** To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, 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 assignments;

11) **Settlement Powers.** To adjust, settle, compromise or submit to arbitration any accounts, debts, claims, demands, disputes or matters which are now subsisting or may hereafter arise between me or my said Agent and any other person or persons, or in which any property, right, title, interest or estate belonging to or claims by me may be concerned;

12) **Legal Actions.** To commence, prosecute, enforce or abandon, or to defend, answer, oppose, confess, compromise or settle all claims, suits, actions, or other judicial or administrative proceedings in which I am or may hereafter be interested, or in which any property, right, title interest or estate belonging to, coming to or claimed by me may be concerned;

13) **Dividend.** To receive all dividends which are or shall be payable on any and all shares of stock in any corporation which may stand in my name on the books of such corporation or to which I may be, in equity or otherwise, beneficially entitled; or to elect to reinvest such dividend, all as my Agent may deem appropriate;

14) **Vote Stock.** To vote at all stockholder meetings of corporations and otherwise to act as my proxy or representative in respect of any shares now held or which may hereafter be acquired by me therein and for that purpose to sign and execute any proxies or other instruments in my name and on my behalf, and to exercise any options, warrants, or rights relative to any of my investments;

15) **Transfer Stock.** To sell, assign, transfer, and deliver all and any shares of stock standing in my name on the books of any corporation, or to which I may be, in equity or otherwise, beneficially entitled, and for the purpose to make and execute all necessary acts of assignment and transfer;

16) **Investments.** To invest and reinvest in loans, stocks, bonds, including United States bonds purchased at a discount but redeemable at face value, securities, real estate, life insurance, annuities or endowment policies or combinations thereof, or in any other investment which my Agent may deem proper; to reduce the interest rate at any time and from time to time on any mortgage or land contract; to deal with and give instructions to any brokerage firm with respect to the purchase, sale or other disposition of securities and other assets, add assets to or withdraw assets from any account in my name, and sign any representation, certification, or agreement that my Agent deems advisable;

17) **Insurance and Employee Benefit Plans.** To redeem, surrender, borrow, extend, cancel, amend, pledge, alter or change, including change of beneficiary of any insurance policies in which I may have an interest, as my Agent may deem proper and expedient, and for such purpose to sign and execute any documents, affidavits or forms required in my name and on my behalf, except however, my Agent shall have no power and authority over life insurance policies I may own on my Agent's life; and to exercise all powers and options involving retirement programs, compensation plans, pension, profit sharing and other employee benefit plans;

18) **529 Plans.** To establish and contribute to an education savings account, or accounts, pursuant to §529 of the Internal Revenue Code, for the benefit of any "member of my family", as such term is defined by Treasury Regulations, together with the power to exercise all

rights and powers of an account owner under the terms of the plan agreement and §529 of the Internal Revenue Code or Treasury Regulations;

19) **Social Security and Government Benefits.** To make application to any governmental agency for any benefit or government obligation to which I may be entitled; to endorse any checks or drafts made payable to me from any government agency for my benefit, including any Social Security checks;

20) **Business Interests.** To continue to conduct or participate in any business in which I may be engaged or to carry out, modify or amend any agreement to which I may be a party, and to sell, exchange, modify or terminate such interest to or with such person or persons as my Agent may deem proper and on such terms and with such security as my Agent may deem appropriate; execute partnership agreements, and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; elect or employ officers, directors and agents; carry out the provisions of any agreement for the sale of any business interest or the stock therein;

21) **Digital Assets.** To (i) access, use, and control my digital devices, including but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device which currently exists or may exist as technology develops for the purpose of accessing, modifying, deleting, controlling, or transferring my digital assets, and (ii) to access, modify, delete, control, and transfer my digital assets, including but not limited to, my emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, banking accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation

service accounts, online stores, affiliate programs, other online accounts, and similar digital items which currently exist or may exist as technology develops, and (iii) to obtain, access, modify, delete, and control my passwords and other electronic credentials associated with my digital devices and digital assets described above;

22) **Borrow.** To borrow from time to time such sums of money and upon such terms as my said Agent may think expedient for or in relation to any purpose or object which my Agent may deem proper or expedient, unsecured or upon the security of any of my property, whether real or personal or otherwise, and for such purpose to give, execute in my name, deliver, and acknowledge promissory notes and/or renewals thereof, mortgages, pledges and guaranties with such powers and provisions as my Agent may think proper or requisite;

23) **Debts and Expenses.** To pay, compromise, and settle any and all bills, loans, notes or other forms of indebtedness owed by me at the present time, or which may be owed by me or incurred by my Agent hereunder for my benefit at any time in the future, and to incur and pay from any of my assets or property all reasonable expenses in connection with the control, management, and supervision of my property and maintenance, support, care, and comfort of myself and those dependent upon me, including reasonable compensation for the services of my Agent, and including the fees and charges of such agents, attorneys, accountants or others as my Agent may, in the exercise of discretion, employ in the management of any of my affairs;

24) **Gifts.** To make such gifts, grants or other transfers without consideration as my Agent may deem proper either outright, in trust, or in custodianship (including the forgiveness of indebtedness), and including charitable gifts and charitable pledges, all in the sole discretion of my Agent;

25) **Gifts from Trust.** To direct the Trustee of any Revocable Trust of which I am a grantor or settlor, to make gifts, grants or other transfers without consideration as my Agent may deem proper, either outright or in trust (including the forgiveness of indebtedness) from the trust income and/or principal, including the authority to transfer assets from the trust to an irrevocable trust, or to any charitable organization, including gifts to my Agent;

26) **Transfer Assets to Trust.** To transfer any of my property to any Trustee then acting under any Revocable Trust created by me or any other Trust Agreement created by me to be added to, held and distributed as a part of the Trust created for me by that Agreement, whether or not I amend it after the date of this instrument, but my Agent may not amend that Agreement, nor exercise any other power I have retained under that Agreement, provided, however, my Agent may withdraw and/or receive on my behalf income and/or principal of a Trust to which I may be entitled, as well as shall have the authority to represent and bind me with respect to trusts of which I am a beneficiary;

27) **Claim Elective Share of Spouse's Estate.** To claim an elective share of the estate of my spouse; or to seek statutory allowances against the estate or trust of my spouse; or to waive my rights to any elective share and/or statutory allowances in any estate or trust to which I may be entitled. My Agent may waive my rights to an elective share and/or statutory allowances either subsequent to the death of my spouse, or, by entering into a contract with my spouse while both my spouse and I are alive;

28) **Disclaimer.** To execute and deliver disclaimers, either partial or complete, of any rights or interests I now or later have;

29) **Agent's Authority to Act.** No Agent is authorized to act under the terms of this

document, until said Agent has signed an acceptance of trust in the form attached hereto;

30) **Agent's Duty to Account.** Any Agent who exercises authority authorized by this document shall:

(a) Upon beginning his/her activities as my Agent, my Agent shall notify me in writing of my Agent's address and phone number.

(b) Provide quarterly accountings to me, which accounts shall provide reasonable detail regarding all activities engaged in by said Agent.

(c) Upon request, provide me copies of all records relating my Agent's activities.

(d) Inform me of the name, phone number and address of any attorney, accountant or other professional retained by my Agent to provide advice regarding my affairs.

(e) Upon request, provide me a written waiver of any privilege (attorney-client or otherwise), and complete release, so that such person(s) shall have unrestricted access to all information relevant to my affairs;

31) **Release of Agent from Regulatory Review.** I recognize that my Agent may be faced with a situation where s/he is forced to choose between preserving my estate by transferring assets to my beneficiaries or into a trust or some other protective arrangement, versus using my estate to pay for my care and needs. I further recognize my Agent may personally benefit from such transactions. I am granting my Agent the authority to make these difficult decisions and to engage in such transfers and transactions to the same extent I could do if I were acting on my own behalf.

My Agent shall not be held civilly liable for any action or inaction undertaken by my

Agent, involving my estate, which action or inaction was taken in good faith;

32) **Limitation on Agent Liability for Investments.** My Agent shall not be held liable for any decision regarding investments, provided said decisions were made in good faith;

33) **Limitation on Agent Liability for Preservation of Estate Plan.** My Agent's liability, if any, for failure to preserve my estate plan shall be limited to individual and charitable beneficiaries of my estate who are financially harmed by my Agent's actions. Under no circumstances shall my Agent be liable or accountable to any third parties or government agencies or entities;

34) **Protection for Agent.** No Agent named herein or substituted hereunder shall incur any liability to me for acting or refraining from acting hereunder, except for such Agent's actions committed in bad faith or with reckless indifference;

35) **Establish Residency.** At such time as my Agent determines it to be in my best interests to be moved from my home or otherwise placed in a different living situation, my Agent is authorized to identify a proper placement for me, to enter into contract(s) to allow me to be placed in the selected residence, and to establish my residency thereby;

36) **Care Contracts.** My Agent is authorized to hire individuals to provide care for me and to enter into contracts for such care. It would be my desire that my personal care needs be provided by family members and those closest to me. I recognize that providing such care often imposes significant hardship on the individual family member(s) and friend(s) who provide such care. My Agent is authorized to pay a substantial premium to those persons who are closest to me and who are willing to provide me with personal care services. My Agent's decision to compensate said individuals at a rate significantly in excess of the going rate for such services

shall not be subject to challenge or review;

37) **Medical and Personal Records.** To request, review and receive any information, verbal or written, regarding my personal affairs or my physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required in order to obtain this information;

38) **HIPAA Authorization.** To act for me and in my name, place and stead and with the same authority I would have if personally present, for the purpose of signing (i) any Authorization required by the Final Privacy Regulations issued pursuant to the Health Insurance Accountability and Portability Act (“HIPAA”) in order to obtain access to Protected Health Information about me and (ii) any other consent or release that might be required to authorize the release, use or disclosure of confidential health information;

39) **Funeral Arrangements and Anatomical Gifts.** To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker and such other related arrangements, including anatomical gifts, as my Agent deems advisable;

40) **Privacy Rights.** My Agent is authorized to assert and waive my right to privacy as my Agent deems appropriate. This includes, but is not limited to, the right to record me or authorize others to record me;

41) **Restrictions on Agent’s Powers.**

- a. My Agent cannot execute a Will or Codicil on my behalf.
- b. My Agent cannot create, execute, amend, or revoke any Trust on my behalf; however, my Agent can enter into a custodial agreement with a bank with trust powers.
- c. My Agent shall not exercise, and shall not be vested with any incidents of

ownership as to insurance policies insuring my Agent's life, owned by me.

d. My Agent is a fiduciary, possessing no general or limited power of appointment.

e. My Agent shall not exercise any powers which I received from my Agent in a fiduciary capacity, and my Agent shall have no authority to exercise any powers, the exercise of which would cause assets of mine to be considered as taxable in my Agent's estate for the purposes of the Federal Estate Tax or the Michigan Estate Tax;

42) **Nomination of Successor Agent.** If \_\_\_\_\_ is unable or unwilling, becomes disabled or dies, I appoint \_\_\_\_\_, of \_\_\_\_\_, Michigan, as my successor Agent to act then with all of the powers given my original Agent. Any person may rely upon any act done by such successor Agent, and shall not be required to inquire into whether the original Agent is in fact unable or unwilling to serve or to continue to serve, as the case may be;

43) **Guardianship and/or Conservator Appointment.** In the event a Guardianship and/or Conservatorship proceeding are hereinafter commenced in a probate court or a court which has jurisdiction to appoint a Guardian and/or Conservator over my well being and assets, I hereby nominate my Agent as set forth in this General Durable Power of Attorney as my guardian and/or conservator. This nomination shall not be construed as limiting the foregoing powers granted to my said attorney or as requiring the appointment of a Guardian and/or Conservator in the event of my subsequent disability or incapacity;

44) **Compensation of Agent.** My Agent is entitled to reimbursement from my estate for all reasonable expenses incurred by my Agent acting on my behalf. My Agent is also entitled

to receive reasonable compensation for time spent acting as my Agent;

45) **Photographic Copies.** Photographic or other facsimile reproductions of this executed power of attorney may be made and delivered by my Agent, and may be relied upon by any person to the same extent as though the copy were an original. Anyone who acts in reliance upon any representation or certificate of my Agent, or upon a reproduction of this document, shall not be liable for permitting my Agent to perform any act pursuant to this power;

46) **Incidental Authority.** To perform all other acts necessary or incident to the execution of the above powers;

47) **Disability of Principal.** This General Durable Power of Attorney shall not be affected by my subsequent disability or incapacity or by the lapse of time. The authority of my Agent shall be exercisable notwithstanding my later disability or incapacity or later uncertainty as to whether I am alive. Any act done by my Agent during any period of my disability or incompetency or during any period of uncertainty as to whether I am alive shall have the same effect as though I were alive, competent and not disabled, and shall inure to the benefit of and bind me, my heirs, devisees, and personal representatives;

48) **Third-Party Reliance.** Third parties may rely upon the representation of my Agent as to all matters relating to any power granted to my Agent, and no person who may act in reliance upon the representations of my Agent or the authority granted to my Agent shall incur any liability to me or my estate as a result of permitting my Agent to exercise any power. This warranty shall bind my heirs, devisees and personal representatives; and

49) **Interpretation and Governing Laws.** This instrument is to be construed and interpreted as a General Durable Power of Attorney. The enumeration of specific powers herein

is not intended to, nor does it, limit or restrict the general powers herein granted to my Agent. Paragraph headings are for convenience only and are not to be deemed to be part of this instrument. This instrument is executed and delivered in the State of Michigan, and the laws of the State of Michigan shall govern all questions as to the validity of this power and the construction of its provisions.

Any lawful act performed by my Agent shall be binding upon me, my heirs, beneficiaries, devisees, personal representatives, and assigns. I reserve the right to amend or revoke this General Durable Power of Attorney at any time; provided, any entity or person dealing with my Agent may rely upon this General Durable Power of Attorney until actual receipt of an executed copy of its amendment or revocation. I do not give my Agent any power that (a) would be considered (1) an incident of ownership over any policy of insurance I own on the life of my Agent or (2) a general power of appointment, or (b) would cause any assets of mine to be taxable in my Agent's estate if my Agent does not survive me. Subject to the powers given to my Agent, I retain all legal title to my property. I do not intend to create a trust by this General Durable Power of Attorney or to hold my Agent responsible as a trustee.

I hereby revoke all powers of attorney, general and/or limited, previously granted by me as principal and terminate all agency relationships created thereunder, including those of all successor Agents named therein, if any, except for any Designation of Patient Advocate, and powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to and withdraw funds from accounts to which I am a signatory or

granting access to a safe deposit shall not be revoked but shall continue in full force and effect.

Any provision finally held to be unenforceable or unlawful shall not affect the validity of any other provision.

**IN WITNESS WHEREOF**, I have signed and delivered this General Durable Power of Attorney this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(signature)

STATE OF MICHIGAN     )  
  ) SS:  
COUNTY OF                    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_ who executed the above General Durable Power of Attorney, and acknowledged the same to be his/her free act and deed.

\_\_\_\_\_  
Notary Public, Acting in  
County, Michigan  
My Commission Expires:

\_\_\_\_\_

## ACKNOWLEDGMENT OF ATTORNEY-IN-FACT'S RESPONSIBILITIES

I, \_\_\_\_\_, have been appointed as attorney-in-fact for \_\_\_\_\_, the principal, under a durable power of attorney dated \_\_\_\_\_.

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 the request of that guardian or conservator, or pursuant to judicial order.

(d) I cannot make a gift from the principal's property, 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.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(signature)

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Successor Agent

**A DUTIES AND RESPONSIBILITIES UNDER  
GENERAL DURABLE POWER OF ATTORNEY**

You have been appointed an Attorney-in-Fact (“Agent”) under a General Durable Power of Attorney (“POA”) by \_\_\_\_\_ (the “Principal”) who has great trust in your ability to handle numerous financial and legal matters for the Principal.

It is very important that you act as Agent in a manner which is strictly for the benefit of the Principal rather than for yourself. Any actions which you take on behalf of the Principal should be made in a prudent manner and it is recommended that the actions always be taken following a discussion with the Principal, if the Principal is available and not incapacitated. Records of all transactions should be kept by you and should be kept separate from your own personal or business records. All funds collected or expended on behalf of the Principal must be accounted for and should never be mixed with your own personal or business funds.

All actions which you take on behalf of the Principal should be recorded in some permanent form, for example a permanent notebook with entries by date. All correspondence, financial institution records, cancelled checks, etc., should be retained by you in a safe place. The POA imposes on you the obligation to provide information and accountings as set forth in the document. By signing this Acceptance of Trust you agree to provide such accounts and information. Your activities as Agent may also be subject to review by a court of law.

Please also note that this POA continues even if the Principal becomes incapacitated physically or mentally. However, the POA ceases at the moment of the death of the principal.

Therefore, no further actions should be taken by an Agent after the death of the Principal.

The undersigned acknowledges that he or she has read the above responsibilities of an Agent and agrees to abide by them.

Dated: \_\_\_\_\_  
\_\_\_\_\_ (signature of Agent)

The undersigned acknowledges that he or she has read the above responsibilities of a successor Agent and agrees to abide by them.

Dated: \_\_\_\_\_  
\_\_\_\_\_ Name of Successor Agent