

**General Durable
Power of Attorney
of
Martha Smith**

Important Information for the Maker

This power of attorney authorizes another person, your agent, to make decisions concerning your property for you, the principal. Your agent can make decisions and act concerning your property (including your money) even if you are unable to act for yourself. This power of attorney does not authorize the agent to make medical or health-care decisions for you.

You should select someone you trust to serve as your agent. The agent's authority will continue until your death unless you revoke the power of attorney or the agent resigns. If your agent is unable or unwilling to act for you, your power of attorney will end unless you named a successor agent.

This power of attorney becomes effective immediately.

Before signing this document, you should seek legal advice if you have questions about the power of attorney or the authority you would give to your agent.

Naming my Agent

I name the following Person as my Agent:

Sarah Smith Jones

I name the following Person, if my Agent named above is unable, unwilling, or unavailable to act for me, as my successor Agent:

T. Grange Nabor

SAMPLE

General Durable Power of Attorney

I give my Agent and any successor agent general authority to act for me as provided below.

This Power of Attorney takes effect right away.

This Power of attorney is effective now (when I sign it).

This Power of attorney is durable.

This Power of attorney remains in effect even if I become disabled, incapacitated, or incompetent. This Power of attorney is not affected by my disability or Incapacity. I intend that all powers I give my Agent remain in full effect, notwithstanding my Incapacity or disability, or any uncertainty regarding my Incapacity or disability. This Power of attorney is not affected by lapse of time.

Broad and complete powers

My Agent has broad and complete power to exercise or perform any act, power, duty, obligation, or right that I now have or may later have, relating to any person, matter, transaction, or regarding any property, real or personal, tangible or intangible, now owned or later acquired by me. **My Agent can do anything that I could do.** I give my Agent any power or authority and every power or authority that I may legally give.

My Agent can do anything I could do.

I give my Agent full power and authority to do anything I might or could do if personally present. I give my Agent full power and authority to do everything necessary or (in his or her sole opinion) appropriate in exercising any power given as fully as I might or could do if personally present, with full power of substitution or revocation and full power to delegate. I hereby ratify and confirm all that my Agent shall do or cause to be done by his or her use of this Power of attorney and any power given by it.

While I state some powers below for the convenience of Persons who or that might be asked to rely on my Power of Attorney, I specifically intend and direct that the common-law rule or construction or interpretation principle that the specific authorization of particular acts tends to show that a more general authority is not intended will NOT apply to my Power of Attorney.

Specific powers

Without limiting the comprehensive effect of the provisions and directions above, for the convenience of a Person who or that is asked to rely on this Power of Attorney, I further give the following powers:

Real property

My Agent may do anything that I could do concerning real property. Without limiting the comprehensive effect of the preceding sentence, I specifically authorize my Agent to:

- 1) reject or demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire an interest in real property or a right incident to real property;
- 2) sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, retain title for security, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, give options concerning, lease, sublease, or otherwise dispose of an interest in real property or a right incident to real property;

- 3) release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted;
- 4) manage or conserve an interest in real property or a right incident to real property I own or claim to own, including insuring against a casualty, liability, or loss; obtaining or regaining possession or protecting the interest or right by litigation or otherwise; paying, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property;
- 5) use, develop, alter, replace, remove, erect, or install structures or other improvements on real property in or incident to which I have, or claim to have, an interest or right;
- 6) participate in a reorganization concerning real property or an Organization that owns an interest in or right incident to real property and receive and hold, directly or indirectly, shares of stock or obligations or other evidences of ownership or debt received in a plan of reorganization, and act concerning them, including selling or otherwise disposing of them; exercising or selling an option, conversion, or similar right concerning them; and voting them in person or by proxy;
- 7) change the form of title of an interest in or right incident to real property; and
- 8) dedicate to public use, with or without consideration, easements or other real property in which I have, or claim to have, an interest.

Tangible personal property

My Agent may do anything that I could do concerning tangible personal property. Without limiting the comprehensive effect of the preceding sentence, I specifically authorize my Agent to:

- (1) reject or demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property;
- (2) sell, exchange, convey with or without covenants, quitclaim, release, surrender, create a security interest in, give options concerning, lease, sublease to others, or otherwise dispose of tangible personal property or an interest in tangible personal property;
- (3) release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on my behalf, concerning tangible personal property or an interest in tangible personal property;
- (4) manage or conserve tangible personal property or an interest in tangible personal property on my behalf, including:
 - (A) insuring against casualty, liability, or loss;
 - (B) obtaining or regaining possession, or protecting the property or interest, by litigation or otherwise;
 - (C) paying, compromising, or contesting taxes or assessments, or applying for and receiving refunds in connection with taxes or assessments;
 - (D) moving from place to place;
 - (E) storing for hire or on a gratuitous bailment; and
 - (F) using, altering, and making repairs or alterations; and
- (5) change the form of title of an interest in tangible personal property.

Pet animals

My Agent may pay expenses for the feeding, care, and shelter of my pet animals. My Agent may transfer any of my pet animals to a Person who or that is willing to maintain and care for the pet animal.

Stocks and bonds

My Agent may do anything that I could do concerning stocks and bonds. Without limiting the comprehensive effect of the preceding sentence, I specifically authorize my Agent to:

- (1) buy, sell, and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments, whether held directly or indirectly, except commodity futures contracts and call and put options on stocks and stock indexes;
- (2) receive certificates and other evidences of ownership concerning securities; and

(3) exercise voting rights concerning securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

Commodities and options

My Agent may do anything that I could do concerning commodities and options. Without limiting the comprehensive effect of the preceding sentence, I specifically authorize my Agent to:

- (1) buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call and put options on stocks and stock indexes traded on a regulated option exchange; and
- (2) establish, continue, modify, and close option accounts with a broker.

Banks and other financial institutions

My Agent may do anything that I could do concerning banks and other financial institutions. Without limiting the comprehensive effect of the preceding sentence, I specifically authorize my Agent to:

- (1) continue, modify, and terminate an account or other banking arrangement made by me or on my behalf;
- (2) establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by my Agent;
- (3) rent a safe-deposit box or space in a vault;
- (4) contract for other services available from a financial institution as my Agent considers desirable;
- (5) withdraw, by check, order, electronic-funds transfer or otherwise, my money or property deposited with or left in the custody of a financial institution;
- (6) receive bank statements, vouchers, notices, and similar documents from a financial institution and act concerning them;
- (7) enter a safe-deposit box or vault and withdraw or add to the contents;
- (8) borrow money at an interest rate agreeable to my Agent and pledge as security my personal property necessary in order to borrow, pay, renew, or extend the time of payment of a debt of the principal;
- (9) make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to the principal or my order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person on the principal and pay it when due;
- (10) receive for the principal and act on a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument;
- (11) apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorization, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and
- (12) consent to an extension of the time of payment concerning commercial paper or a financial transaction with a financial institution.

Operating a business

My Agent may do anything that I could do concerning operating a business. Without limiting the comprehensive effect of the preceding sentence, I specifically authorize my Agent to:

- (1) operate, buy, sell, enlarge, reduce, and terminate a business interest;
- (2) subject to the terms of a partnership agreement or operating agreement:
 - (A) perform a duty or discharge a liability and exercise a right, power, privilege, or option that the principal has, may have, or claims to have, under the agreement, whether or not the principal is a partner in a partnership or member of a limited liability company;
 - (B) enforce the terms of the agreement by litigation or otherwise; and

- (C) defend, submit to arbitration, and settle or compromise litigation to which the principal is a party because of membership in a partnership or limited-liability company;
- (3) exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option I have or claim to have as the holder of a bond, share, or other instrument of similar character and defend, submit to arbitration or mediation, settle, or compromise litigation to which I am a party because of a bond, share, or similar instrument;
- (4) concerning a business controlled by me:
- (A) continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the principal concerning the business before execution of the Power of Attorney;
- (B) determine:
- (i) the location of its operation;
- (ii) the nature and extent of its business;
- (iii) the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation;
- (iv) the amount and types of insurance carried; and
- (v) the mode of engaging, compensating, and dealing with its accountants, attorneys, other agents, and employees;
- (C) change the name or form of organization under which the business is operated and enter into a partnership agreement or operating agreement with other persons or organize a corporation or other business entity to take over all or part of the operation of the business; and
- (D) demand and receive money due or claimed by the principal or on my behalf in the operation of the business and control and disburse the money in the operation of the business;
- (5) put additional capital into a business in which the principal has an interest;
- (6) join in a plan of reorganization, consolidation, or merger of the business;
- (7) sell or liquidate a business or part of it at the time and on the terms my Agent considers desirable;
- (8) establish the value of a business under a buy-out agreement to which the principal is a party;
- (9) prepare, sign, file, and deliver reports, compilations of information, returns, or other papers concerning a business which are required by a governmental agency or instrumentality or which my Agent considers desirable, and make related payments; and
- (10) pay, compromise, or contest taxes or assessments and perform any other act that my Agent considers desirable to protect the principal from illegal or unnecessary taxation, fines, penalties, or assessments concerning a business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the Power of Attorney.

Insurance and annuities

My Agent may do anything that I could do concerning insurance and annuities. Without limiting the comprehensive effect of the preceding sentence, I specifically authorize my Agent to:

- (1) continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract procured by or on behalf of the principal which insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract;
- (2) procure new, different, and additional contracts of insurance and annuities for the principal and my Spouse, Children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment;
- (3) pay the premium or assessment on, modify, rescind, release, or terminate a contract of insurance or annuity procured by my Agent;
- (4) apply for and receive a loan on the security of a contract of insurance or annuity;
- (5) surrender and receive the cash surrender value;
- (6) exercise an election;
- (7) change the frequency, mode, or manner of paying premiums, contributions, or purchases;
- (8) change or convert the type of insurance or annuity concerning which the principal has or claims to have a power;

- (9) apply for and procure government aid to guarantee or pay premiums of a contract of insurance on the life of the principal;
- (10) collect, sell, assign, hypothecate, borrow on, or pledge the interest of the principal in a contract of insurance or annuity; and
- (11) pay from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority concerning a contract of insurance or annuity or its proceeds or liability accruing because of the tax or assessment.

Estates, trusts, and beneficiary relationships

My Agent may do anything that I could do concerning estates, trusts, and beneficiary relationships. Without limiting the comprehensive effect of the preceding sentence, I broadly authorize my Agent to act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund from which I am, might become, or claim to be, entitled as a beneficiary to a share or payment, and I specifically authorize my Agent to:

- (1) accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from the fund;
- (2) demand or obtain money or other thing of value to which the principal is, may become, or claims to be entitled by reason of the fund, by litigation or otherwise;
- (3) initiate, participate in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal;
- (4) initiate, participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary;
- (5) conserve, invest, disburse, and use anything received for an authorized purpose; [and]
- (6) transfer an interest of the principal in real property, stocks, bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust I created; and
- (7) reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from the fund.

Claims and litigation

My Agent may do anything that I could do concerning claims and litigation. Without limiting the comprehensive effect of the preceding sentence, I specifically authorize my Agent to:

- (1) assert and prosecute before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, or defense against a Person or government, including an action to recover property or other thing of value, recover damages sustained by the principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief;
- (2) bring an action to determine adverse claims, intervene in litigation, and act as amicus curiae;
- (3) procure an attachment, garnishment, libel, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree;
- (4) perform any lawful act, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial, and binding the principal in litigation;
- (5) submit to arbitration or mediation, settle, and propose or accept a compromise;
- (6) waive the issuance and service of process on the principal, accept service of process, appear for the principal, designate persons on which process directed to the principal may be served, execute and file or deliver stipulations on my behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive and execute and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation;
- (7) act for the principal concerning bankruptcy or insolvency, whether voluntary or involuntary, concerning the principal or some other person, or concerning a reorganization, receivership, or

application for the appointment of a receiver or trustee which affects an interest of the principal in property or other thing of value; and

(8) pay a judgment against the principal or a settlement made in connection with litigation and receive and conserve money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

Personal and family maintenance

My Agent may do anything that I could do concerning claims and litigation. Without limiting the comprehensive effect of the preceding sentence, I specifically authorize my Agent to:

- (1) perform any act necessary to maintain the customary standard of living of me, my Spouse, my Children, my parents, and those Natural Persons whom I customarily supported or indicated my intent to support, including providing living quarters by purchase, lease, or other contract, or paying the operating costs, including interest, amortization payments, repairs, and taxes, on premises owned by the principal and occupied by those Persons;
- (2) provide for the Persons described in clause (1) normal domestic help, usual vacations and travel expenses, and money for shelter, clothing, food, appropriate education, including post-secondary and vocational education, and other current living costs;
- (3) pay on behalf of the Persons described in clause (1) expenses for necessary medical, dental, and surgical care, hospitalization, and custodial care;
- (4) act as my personal representative under 42 U.S.C. § 1320d (Social Security Act §§ 1171-1179) in making decisions related to the past, present, or future payment for the provision of health care I or my health-care agent consented to or health care that I might be or become obligated to pay for;
- (5) continue any provision I made for a Natural Person described in clause (1), for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them;
- (6) maintain or open charge accounts for the convenience of a Natural Person described in clause (1) and open new accounts my Agent considers desirable to accomplish a lawful purpose; and
- (7) continue payments incidental to my membership in or affiliation with a church, club, society, order, or other organization, or to continue contributions to such an Organization.

Residence and domicile

My Agent may change my residence, my domicile, or both.

Benefits from government programs or military service

My Agent may do anything that I could do concerning any benefit from a government program or concerning my or another Person's military service. Without limiting the comprehensive effect of the preceding sentence, I specifically authorize my Agent to:

- (1) execute vouchers in the name of the principal for allowances and reimbursements payable by the United States or a foreign government or by a State or local government to me, including allowances and reimbursements for transportation of me and my family, and for shipment of my and their household effects;
- (2) take possession and order the removal and shipment of property of the principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose;
- (3) prepare, file, and prosecute a claim of the principal to a benefit or assistance, financial or otherwise, to which the principal claims to be entitled under a statute or governmental regulation;
- (4) prosecute, defend, submit to arbitration or mediation, settle, and propose or accept a compromise concerning any benefit or assistance the principal may be entitled to receive under a statute or governmental regulation; and
- (5) receive the financial proceeds of a claim of the type described in paragraph (3) and conserve, invest, disburse, or use anything so received for a lawful purpose.

Retirement plans

My Agent may do anything that I could do concerning any retirement plan, deferred-compensation plan, or stock-ownership plan. Without limiting the comprehensive effect of the preceding sentence, I specifically authorize my Agent to:

- (1) select a distribution option under any such plan;
- (2) make voluntary contributions to those plans;
- (3) elect that elective deferrals be qualified Roth contributions or not;
- (4) exercise investment-direction powers available under a plan;
- (5) make a rollover, transfer, or exchange into another retirement plan;
- (6) borrow from, sell assets to, purchase assets from, or request distributions from the plan; and
- (7) consent to a participant's election not to receive a qualified joint and survivor annuity and not to provide a qualified preretirement survivor annuity or other death benefit for me; and
- (8) convert a traditional IRA to a Roth IRA.

Taxes

My Agent may do anything that I could do concerning any tax. Without limiting the comprehensive effect of the preceding sentence, I specifically authorize my Agent to:

- (1) prepare, sign, and file Federal, state, local, and foreign income, gift, payroll, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under IRC § 2032A, closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority concerning a tax year on which the statute of limitations has not run and the following 25 tax years;
- (2) pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority;
- (3) exercise any election available to the principal under Federal, state, local, or foreign tax law; and
- (4) act for the principal in all tax matters for all periods before the Internal Revenue Service, and any other taxing authority.

Change beneficial interests

If my then-serving Agent is my Spouse or Child, I specifically authorize my Agent to:

- (1) make limited gifts;
- (2) create, amend, or revoke an inter-vivos trust;
- (3) designate or change the designation of a beneficiary; and
- (4) disclaim property, including a power of appointment,

to the extent not precluded by the next paragraph.

Gifts limited

My Agent will make a gift from my money, property, or rights only if my Agent Finds that doing so is in my best interest after considering all relevant factors, including:

- (1) the value and nature of my property;
- (2) my foreseeable obligations and need for maintenance;
- (3) minimizing income, gift, estate, inheritance, transfer, and other taxes;
- (4) eligibility for public benefits or assistance under Law; and
- (5) my personal history (other than by an agent) of making, or joining in making, gifts.

The above power to make limited gifts authorizes my Agent to make gifts in an amount per donee per year not to exceed the amount that is twice the relevant year's annual dollar limit of the Federal gift tax exclusion under IRC § 2503(b), applied without regard to whether a gift is taxable or whether the Federal gift tax exclusion applies to the gift.

Further, my Agent does not have authority to make any gift to or for the benefit of himself or herself (including his or her estate, a Person to whom the Agent owes a legal obligation of support, or his or her creditors) that exceeds the greater of \$5,000 or 5% of the aggregate value of my assets, or that, if not precluded, could involve a general power of appointment under IRC § 2041(b)(2) or similar tax Law.

Implementing powers

Every power given above includes every power necessary, appropriate, or desirable to give effect to or use the power. Without limiting the comprehensive effect of any power given, I specifically authorize my Agent to:

- (1) demand, receive, and obtain by litigation or otherwise, money or other thing of value to which the principal is, may become, or claims to be entitled, and conserve, invest, disburse, or use anything so received for the purposes intended;
- (2) contract in any manner with any person, on terms agreeable to my Agent, to accomplish a purpose of a transaction, and perform, rescind, reform, release, or modify the contract or another contract made by or on behalf of the principal;
- (3) execute, acknowledge, seal, and deliver a deed, revocation, mortgage, security agreement, lease, notice, check, promissory note, electronic funds transfer, release, or other instrument or communication my Agent considers desirable to accomplish a purpose of a transaction;
- (4) prosecute, defend, submit to arbitration or mediation, settle, and propose or accept a compromise concerning a claim existing in favor of or against the principal or intervene in litigation relating to the claim;
- (5) seek on my behalf the assistance of a court to carry out an act authorized by the principal in the Power of Attorney;
- (6) engage, compensate, and discharge an attorney, accountant, expert witness, or other assistant;
- (7) keep appropriate records of each transaction, including an accounting of receipts and disbursements;
- (8) prepare, execute, and file a record, report, or other document my Agent considers desirable to safeguard or promote my interest under a statute or governmental regulation;
- (9) communicate with any representative or employee of a government, governmental subdivision, agency, or instrumentality on behalf of the principal;
- (10) access communications intended for and communicate on behalf of the principal, whether by mail, e-mail, telephone, or other means;
- (11) reimburse my Agent for expenditures properly made by my Agent in exercising the powers given by the Power of Attorney; and
- (12) in general, do any other lawful act concerning the power and all property related to the power.

Relying on my Power of Attorney

A Person may rely on the validity of my Power of Attorney (and may rely on my Agent's affidavit or certificate that a copy furnished is a true copy of my Power of Attorney) unless the Person knows that my Power of Attorney is invalid, knows that I revoked it, or knows that it ended because of my death.

A person has knowledge of a fact involving a Power of Attorney if the person:

- (1) has actual knowledge of it;
- (2) has received a notice of it; or
- (3) from all the facts and circumstances known to the person, has reason to know it.

For the purposes of this provision, an Organization has notice or knowledge of a fact involving my Power of Attorney only:

- from the time it is brought to the attention of the Natural Person who performs the Organization's acts concerning the Agent's act for which the Organization is asked to rely on my Power of Attorney or, if earlier,
- from the time it would have been brought to such Natural Person's attention if the Organization had exercised reasonable diligence.

An Organization exercises reasonable diligence if it establishes and maintains reasonable routines for communicating significant information concerning an agency to Natural Persons involved in performing the Organization's acts or making the Organization's records concerning acts that could be the subject of an agency and the Organization reasonably complies with those routines. Reasonable diligence does not require a Natural Person who acting for the organization to communicate information unless the communication is part of the Person's duties or the Person has reason to know of the transaction and that the transaction would be materially affected by the information. In addition to other requirements of reasonableness, procedures of an Organization in a business of banking, insurance, securities, commodities exchange, or other financial services are not reasonable unless they at least comply with Law that governs the Organization.

General provisions

Accounts

I intend that my Agent never be required to file an account or inventory in any court or with any government agency. To the extent not precluded by Applicable Law, I waive any such protection that otherwise might apply. My Agent may resist any proceeding to compel, or demand for, such an accounting, and my Agent may advance or reimburse my Agent's reasonably incurred expenses of resisting such a proceeding or defending his, her, or its Good Faith reliance on this provision. However, my Agent must account informally to my Spouse or to my Child on such a Person's request. Also, my Agent must account informally to my Health-care Agent as provided by my Power of Attorney.

Affidavits and certificates

With or without a request, my Agent may furnish to a Person who or that is asked to rely on my Power of Attorney an affidavit or certificate to state that, to my Agent's knowledge, I did not revoke my Power of Attorney, and to state the other facts that the Person reasonably requests or that my Agent reasonably anticipates might be so requested. My Agent may certify a copy (and any number of copies) of this document as a true copy of the original.

Agent's resignation

An agent may resign by giving notice to me. If I am incapacitated, an agent may resign by giving notice to me and my Guardian. If I am incapacitated and no Guardian for me has been appointed, my Agent may resign only as a court approves in an appropriate court proceeding.

Bond not required

My Agent need not give any bond or other security in any State or jurisdiction for the faithful performance of his, her, or its duties or powers.

Compensation

My Agent (including any successor Agent) will serve without compensation.

Construction

My Power of Attorney must be construed according to the Part of this document captioned "Construction", which begins at page 18.

Exoneration

A Person who or that in Good Faith acts (or refrains from acting) in reliance on my Agent's purported authority without knowledge that the authority ended by my death or had been revoked is protected from liability as if my Power of Attorney were still in effect and valid.

Forms

I am aware that a person might request or prefer that a power of attorney be stated in the form prescribed by that person. For example, a bank, credit union, broker-dealer, transfer agent, investment company, investment adviser, or other financial-services business might request or prefer that a power of attorney be stated on its form. I give my Agent full power and authority to prepare and execute any form or document requested or preferred by any person or organization, and in that form or document to state any power or authority that I could specify. Also, I give my Agent full power and authority to prepare and execute any form of power of attorney required or preferred by a Federal, State, or local government agency.

Governing law

Notwithstanding any place in which my Agent may act or in which a third person may rely on my Power of attorney, the validity of my Power of attorney and the construction and interpretation of this Power of attorney is governed by the internal laws (without regard to the law of conflicts) of Utopia.

Guardian

If there is a petition that a court appoint a Guardian for my property, I request that the court order that such a Guardian is unnecessary and that my Agent may act under my Power of Attorney. Alternatively, I request that the court appoint my Agent as the Guardian of my property. If there is a petition that a court appoint a Guardian for my person, I request that the court appoint my health-care agent named in my power of attorney for health care as the Guardian of my person. To the extent that State Law permits me to nominate a Guardian, I nominate as Guardian each agent as stated by the preceding sentences.

Health-care decisions

If my Agent is not also serving as my health-care agent, my Agent must cooperate with my health-care agent and keep him or her reasonably informed of financial matters concerning my health care. My Agent will provide financial resources to meet the expenses of my health-care agent's decisions.

Other power of attorney not revoked

This Power of Attorney does not revoke any previous power of attorney I made.

Reimbursement

My Agent is entitled to reimbursement for expenses he, she, or it reasonably incurred in acting under my Power of Attorney.

Definitions

Whenever used in my Power of Attorney, each of the following terms has the meaning stated below.

“Adult”

a Natural Person who is not a Minor.

“Agent”

means a Person given authority to act for me under my Power of Attorney, and includes any successor or alternate agent.

“Applicable Law”

means Federal Law or State Law to the extent that the Law governs this Power of Attorney or my Agent’s acts under it.

“Charity”

means an Organization described in IRC § 501(c)(3) that is exempt from Federal Income Tax under IRC § 501(a) and organized and operated such that a charitable contribution or gift would be entitled to a Federal Income Tax deduction under IRC § 170 and, if a Distribution otherwise would attract a Federal Estate Tax, would be entitled to a deduction under IRC § 2055 or, if a Distribution otherwise would attract a Federal Gift Tax, would be entitled to a deduction under IRC § 2522.

“Charitable Purposes”

refers to the religious, charitable, educational, literary, scientific, testing for public safety, or other purposes described in IRC § 501(c)(3) for which a Charity may be organized and operated, and concerning a particular Charity refers to the purposes for which the Charity is then-currently organized and operated.

“Child”

includes a Natural Person born to or adopted by me, and excludes a Person who is only a stepchild, a foster child, a grandchild, or any more remote descendant.

“Custodian”

refers to the Person who is the custodian under an UTMA Custodianship.

“Death Tax”

refers to an estate, inheritance, succession, transfer, or death tax, or other tax payable by reason of my death (including taxes arising from the transfer or receipt of assets not part of my Estate), and any income or similar taxes on appreciation (including interest, penalties, and any excise or supplemental taxes) imposed by the laws of any domestic or foreign taxing authority at the time of or by reason of my death.

“Dependent”

refers to a Natural Person who is my dependent under Applicable Law that governs my duties to the Person.

“Estate”

refers to my probate estate, and does not include any amounts, property, or rights that are or may be transferred under contract or by a beneficiary designation.

“Federal Law”

means Law other than State Law of the United States of America.

“Find” or “Finding”

refers to my Agent’s decision, determination, finding, or conclusion of any kind.

“Fund”

means a registered investment company, common trust fund, collective trust fund, real estate investment trust, or insurance company separate account.

“Give” or “Given”

includes grant or granted, authorize or authorized, confer or conferred, and any other verb that relates to providing a power or doing an act.

“Good Faith”

means honesty in fact, awareness of the provisions of my Power of Attorney or a governing document, observance of fiduciary principles, and seeking advice when a reasonably prudent Person in similar circumstances would seek advice.

“Guardian”

refers to a Person who or that is the guardian, conservator, or similar office holder that under relevant Law has authority to care for the person of a Minor or an Incapacitated Person.

“Heir”

refers to a Person who could become entitled to property of a decedent if the State Law of intestate succession applied.

“Incapacitated Person”

refers to a Natural Person who under relevant Law has been found to be incompetent or incapacitated to manager his or her person or property.

“Incapacity”

refers to an inability of a Natural Person to manage his or her property or affairs because of an impairment in his or her ability to receive and evaluate information or make or communicate decisions, even with the use of technological assistance, or because the Natural Person is missing, detained, or unable to return to the United States.

“Investment”

includes any Security, or interest in a Fund.

“I” or “me” or “my”

refers to Martha Smith, the principal who made this Power of Attorney.

“Internal Revenue Code” or “IRC”

refers to Title 26 of the United States Code (the Internal Revenue Code of 1986, as amended).

“Law”

means any statute, regulation, rule, decision, or order of the United States of America (or another nation), a State, a State’s political subdivision, or any court or government agency of any of them.

“Maker”

refers to me, the principal who made this Power of Attorney.

“Minor”

refers to a Natural Person who because he or she has not attained an age provided by State Law is not competent to make a legally binding contract, or who may disaffirm a contract he or she made before his or her attainment of an age provided by State Law.

“Mortgage”

means any conveyance, agreement, or arrangement in which property is encumbered or used as security.

“Natural Person”

means a human being.

“Organization”

means a Person other than a Natural Person.

“Person”

includes a Natural Person, a corporation, a limited-liability company, an unincorporated association, a partnership, a joint venture, a trust, an estate, and anything that is a person within the meaning of Applicable Law.

“Power of Attorney”

refers to this document, the powers that it grants, and the agency that it establishes.

“Reasonable Compensation”

means compensation that is reasonable compensation under Applicable Law and IRC § 2053(a)(2). In applying provisions that refer to this rule, compensation is not reasonable unless, in addition to other requirements, a deduction is allowed under IRC § 2053(a)(2) or would have been allowed had my Estate filed a Federal estate tax return.

“Security”

includes any note, stock, treasury stock, bond, debenture, evidence of indebtedness, certificate of interest or participation in an oil, gas, or mining title or lease or in payments out of production under such a title or lease, collateral trust certificate, transferable share, voting trust certificate or, in general, any interest or instrument commonly known as a security, or any certificate of interest or participation, any temporary or interim certificate, receipt, or certificate of deposit for, or any warrant or right to subscribe to or purchase, any of the foregoing.

“Spouse”

refers to the Person who is my spouse under relevant State Law; or who is my quasi-spouse under a civil union, domestic partnership, reciprocal-beneficiaries relationship, or similar relation recorded under a State’s or political subdivision’s Law, even if that relation is not recognized under a Law of the State that has a relationship to or an act that is, was, or might be taken under my Power of Attorney, or even if the relation is not recognized under the State Law that generally governs my Power of Attorney.

“State”

means any of the 50 states of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, and American Samoa, Guam, the Northern Mariana Islands, the Virgin Islands, and other territories and possessions of the United States of America, or the sovereign jurisdiction of a Native American Indian tribe.

“Swear” or “Sworn”

includes making or having made a legally sufficient affirmation or otherwise qualifying or having qualified under Law, especially if the Person making an acknowledgment, affidavit, or other solemn statement has a religious or conscientious objection to swearing an oath.

“Tax”

means a pecuniary charge imposed or required by Applicable Law to support a government, whether or not described as a tax, including any tax imposed under the Internal Revenue Code, or under any State’s or nation’s Law. Without limiting the comprehensive effect of the preceding sentence, a Tax includes any interest, penalties, or additions to a Tax.

“UTMA Custodianship”

refers to a Custodian’s care of custodial property under a State Law based on the National Conference of Commissioners on Uniform State Laws’ *Uniform Transfers to Minors Act*.

Construction**Construction rules for my Power**

The provisions of this Part govern the construction or interpretation of any provision of my Power of Attorney.

The specific does *not* modify the general

The construction or interpretation principle that the specific controls or modifies the general does NOT apply to my Power of attorney. Further, the fact that any specific power is stated or incorporated will NOT be construed to limit any other power given by this Power of attorney, including all powers given under “My Agent can do anything I could do.” [at page 4]. Any enumeration or description of specific powers must not be construed to suggest a limitation of any kind on the general and broad powers given by this Power of Attorney.

Statutes and regulations

A reference to a statute or regulation also refers to any successor provision.

Construction of the Internal Revenue Code

A reference to a provision of the Internal Revenue Code also refers to any successor provision. In construing the Internal Revenue Code, my Agent is not imprudent if he, she, or it reasonably relies on Treasury department or Internal Revenue Service guidance of general applicability or an IRS ruling or written determination.

Federal Constitution and State Constitution

When applying any of the preceding construction rules, my Agent need not consider any statute, regulation, or other source of Law (other than a court order) to the extent that its application is contrary to the Constitution of the United States of American or is contrary to the Constitution of the relevant State. My Agent is not imprudent if he or she presumes that a Law is not unconstitutional until a published

controlling court decision expressly holds that such Law is contrary to a Constitution. My Agent is not imprudent if he or she in Good Faith presumes that a Law is unconstitutional, even if no court has so found, until a published controlling court decision expressly holds that such Law is not contrary to the Constitution.

Usage rules

My Power of Attorney must be construed according to this Provision's usage rules, even if such a usage otherwise would result in a construction contrary to a reader's expectation.

Gender

A use of a word of one sex or gender includes the corresponding words of the other sex or gender.

Number

A use of a word that refers to the singular includes the plural. A use of a word that refers to the plural includes the singular.

Person includes successors

A reference to a Natural Person includes his or her Representative. A reference to an Organization includes its successor, receiver, or administrator. However, a provision for a Charity will apply to its successor only if the successor is a Charity and is organized and operated for Charitable Purposes substantially similar to the Charity of which it is a successor.

Series

A reference to a series of numbers or letters includes the first and the last number or letter.

Tense

A use of a word in the present tense includes the future tense.

Words deliberately used

The words and phrases defined below have the meanings stated by this Provision, even if such a meaning otherwise would be contrary to a reader's expectation.

“As”, “if”

A use of the word “as” or “if” includes the phrase “to the extent that”.

“Includes”, “including”

A use of the word “includes” includes the phrase “but is not limited to”. A use of the word “including” includes the phrase “but not limited to”.

“May”

The word “may” confers a power, authority, right, permission, or privilege. A use of the word “may” includes the phrases “but need not” and “but is not required to”. A use of the word “may” includes discretion, and discretionary power.

“May not”, “must not”, “will not”

The words “may not”, “must not”, or “will not” preclude a power.

“Must”

The word “must” states an obligation, requirement, or condition precedent.

“Shall”

My Power of Attorney does not use the word “shall”; instead, the word “will” includes both “will” and “shall”.

“Will”

The word “will” states an obligation, requirement, or condition precedent.

Common usage

Unless a phrase or word is defined by my Power of Attorney or a statute or regulation cited by my Power of Attorney, the phrase’s or word’s meaning is according to its context, the rules of grammar, and common usage.

Absence of a formality

This document might include or permit concerning my execution of this Power of Attorney some formalities or evidence more than as required by Applicable Law. By doing so, I do not intend to provide any requirement or condition not imposed by Applicable Law. The absence of a formality not required by Applicable Law must not be construed to suggest any defect in the execution of my Power of Attorney.

Signing my Power of Attorney

I read the warning at the beginning of this document, and I understand it.

I asked the Persons whose names appear on the following page to be my witnesses. In the presence of them, I declared that this is my Power of Attorney. I signed this document to make my Power of Attorney.

Today's date

Martha Smith

Witnesses' statement

Each of us states that the following is true and correct:

The "Maker" refers to Martha Smith.

All of the oral and written statements and acts described below occurred on the date written below.

The Maker requested us to act as witnesses to the execution of her Power of Attorney.

The Maker declared to us that this document is her Power of Attorney.

We now, at the Maker's request, and in the Maker's and one another's presence, sign below as witnesses.

We believe that the Maker is of sound mind and memory.

We believe that this Power of Attorney was not procured by duress, menace, fraud, or undue influence.

The Maker is age 18 or older.

Each of us is age 21 or older, and is a competent witness.

Each of us resides at the address set forth after his or her name.

Today's date

name:
address:
city-state-zip:

Today's date

name:
address:
city-state-zip:

Today's date

name:
address:
city-state-zip:

Although some States do not require any witness for the execution of a power of attorney and most of the States that require witnesses require no more than two, this page includes spaces for three witnesses; but the Maker does not intend to suggest any condition not imposed by Applicable Law, and an absence of anything from this page must not be construed to suggest any defect in the execution of this Power of Attorney.

Maker's acknowledgment

State (or Commonwealth) of _____
County (or Parish) of _____

I, Martha Smith, signed my name to this instrument on the date written next to my signature, and being first duly Sworn or qualified according to law, do now hereby declare to the undersigned authority that I signed and executed this instrument as my Power of Attorney and that I signed it willingly (or willingly directed another to sign for me), that I executed it as my free and voluntary act for the purposes therein expressed, and that I was then and am now eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Today's date

Martha Smith

Sworn to or affirmed and acknowledged before me, the undersigned notary or official, by the Maker named above on the date written above.

Date

Witnesses' affidavit

State or Commonwealth of _____
County or Parish of _____

We, the witnesses, respectively, whose names are written on and signed to the attached or foregoing instrument, being first duly Sworn or qualified according to law, do hereby declare to the undersigned authority that the Maker signed and executed the instrument as the Maker's will and that she signed willingly (or willingly directed another to sign for her), and that she executed it as her free and voluntary act for the purposes therein expressed, and that each of the witnesses, in the presence and hearing of the Maker and one another, signed the will as witness, and that to the best of our knowledge the Maker was at that time eighteen years or age or older, of sound mind, and under no constraint or undue influence; and that our statements on the page captioned "Witnesses' statement" are true and correct.

Today's date

Today's date

Today's date

Sworn to or affirmed and subscribed to before me, the undersigned notary or official, by the witnesses named above on the date written above.

Date

Important information for the Agent

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes on you duties that continue until you resign or the power of attorney is terminated or revoked. You must:

- (1) do what you know the principal reasonably expects you to do with the principal's property;
- (2) act in good faith with care, competence, and diligence for the best interest of the principal;
- (3) avoid conflicts that would impair your ability to act in the principal's best interest;
- (4) keep a complete record of all receipts, disbursements, and transactions conducted for the principal;
- (5) do nothing beyond the authority granted in this power of attorney;
- (6) preserve the principal's estate plan to the extent you know the plan, unless preserving the estate plan is inconsistent with the principal's best interest; and
- (7) stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney.

You must disclose your identity as an agent when you act for the principal by writing or printing the name of the principal and signing your own name "as agent". Do this in the following manner:

{Principal's name} by {your signature}, {your name} as agent

The meaning of the powers granted to you is provided by State Law. If you violate Applicable Law or act outside the authority granted, you might be liable for any damages, including attorneys' fees and costs, caused by your violation.

You should seek legal advice if there is anything about this document or your duties that you do not understand.

Agent's acceptance

I read the warning on the preceding page, and I understand it.

I accept Martha Smith's appointment of me as her Agent under her Power of Attorney.

I sign below to show that I accept the powers, duties, and obligations provided by this Power of Attorney.

Today's date

Sarah Smith Jones

Today's date

T. Grange Nabor

Agent's acknowledgement

State (or Commonwealth) of _____
County (or Parish) of _____

Being first duly Sworn or qualified according to law, I do now hereby declare to the undersigned authority that I signed the preceding page to show that I accepted the powers, duties, and obligations provided by Martha Smith's Power of Attorney, and that I was then and am now an Adult, of sound mind, and under no constraint or undue influence.

Today's date

Sara Smith Jones

Sworn to or affirmed and acknowledged before me, the undersigned notary or official, by the signer named above on the date written above.

Date

Being first duly Sworn or qualified according to law, I do now hereby declare to the undersigned authority that I signed the preceding page to show that I accepted the powers, duties, and obligations provided by Martha Smith's Power of Attorney, and that I was then and am now an Adult, of sound mind, and under no constraint or undue influence.

Today's date

T. Grange Nabor

Sworn to or affirmed and acknowledged before me, the undersigned notary or official, by the signer named above on the date written above.

Date
