

GENERAL DURABLE POWER OF ATTORNEY

I, _____ of _____ (address) hereby appoint
_____ whose address is _____

to serve as my agent ("Agent") and to exercise the powers set forth below. This instrument shall be effective immediately upon the date of execution, and:

This durable power of attorney is not affected by subsequent incapacity of the principal except as provided in section 709.08, Florida Statutes.

I hereby revoke all powers of attorney, general or limited, previously granted by me, *except* for 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 box.

ARTICLE I - PROPERTY

My Agent is authorized in my sole and absolute discretion at any time, with respect to any of my property, real (including homestead property or any other interest), personal, intangible and mixed, as follows:

(1) To sell any property that I may own now or in the future, including but not limited to contingent and expectant interests, marital rights and any rights of survivorship incident to joint tenancy or tendency by the entirety, upon such terms, conditions and security as my Agent shall deem appropriate and to grant options with respect to sales thereof; to make such disposition of the proceeds of such sales as my Agent shall deem appropriate;

(2) To buy every kind of property, upon such terms and conditions as my Agent shall deem appropriate; to obtain options regarding such purchases; to arrange for appropriate disposition, use, safekeeping or insuring of any such property; to buy United States Government bonds redeemable at par in payment of the federal estate tax imposed at my death; to borrow money for the purposes described herein and to secure such borrowings in such manner as my Agent shall deem appropriate; to use any credit card held in my name to make such purchases and to sign such charge slips as may be necessary to use such credit cards; to repay from any funds belonging to me any money borrowed and to pay for any purchases made or cash advanced using credit cards issued to me;

(3) To invest and reinvest all or any part of my property in any property or interests in property, wherever located, including without being to securities of all kinds, bonds, debentures, notes (secured or unsecured), stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment commodities contracts of all kinds, interests in trusts, investments trusts, whether of the open or closed fund types and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by to sell (including short sales) and terminate any

investments whether made by me or my Agent; to establish, utilize and terminate savings and money market accounts with financial institutions of all kinds; to establish, utilize and terminate accounts (including margin accounts) with securities brokers; to establish, utilize and terminate managing agency accounts with corporate fiduciaries; to employ, compensate and terminate services of financial and investment advisors and consultants;

(4) With respect to real property (including but not limited to any real property I may hereafter acquire or receive and my personal residence) to lease, sublease, release; to eject, remove and relieve tenants or other persons from, and recover possession of by all lawful means; to accept real property as a gift or as security for a loan; to collect, sue for, receive and receipt for rents and profits and to conserve, invest or utilize any such rents, profits and receipts for the purposes described in this paragraph; to do any act of management and conservation, to pay, compromise, or to contest tax assessments and to apply for refunds in connections therewith; to employ laborers; to subdivide, develop, dedicate to public use without consideration, or dedicate easements over; to maintain, protect, repair, preserve, insure, build upon, demolish; alter or improve all or any part thereof; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real property from a lien; to sell and to buy real property; to mortgage or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by my Agent;

(5) With respect to personal property; to lease, sublease, and release; to recover possession of by all lawful means; to collect, sue for, receive and receipt for rents and profits therefrom; to maintain, protect, repair, preserve, insure, alter or improve all or any part thereof; sell and to buy the same or other personal property; to mortgage, pledge or grant other security interests in any personal property or now or hereafter owned by me, whether acquired by me or for me by my Agent;

(6) To exercise all rights with respect to corporate securities which I now own or may hereafter acquire, including the right to sell, grant security interests in, and to buy the same or different securities; to make such payments as my Agent deems necessary, appropriate, incidental or convenient to the owning and holding of such securities; to receive, retain, expend for my benefit, invest and reinvest or make such disposition of as my Agent shall deem appropriate all additional securities, cash or property (including the proceeds from the sales of securities) to which I may be or become entitled by reason of my ownership of any securities; to vote at all meetings of security holders, regular or special; to lend money to any corporation in which I hold any shares and to guarantee or endorse loans made to such corporation by third parties;

(7) To apply for, demand, arbitrate, settle, sue collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of as my Agent deems appropriate, all cash, rights to the payment of cash, property (real, personal, intangible or mixed), debts, dues rights, accounts, legacies, bequests, devises, dividends, annuities, rights or benefits to which I am now or may in the future become entitled, regardless of the identity of the individual or public or private entity involved, including but not limited to benefits payable to or for my benefit by any governmental agency or body (such as Supplemental Social Security (SSI), Medicaid, Medicare, and Social Security Disability

Insurance (SSDI), and for the purposes of receiving social security benefits, my Agent is hereby appointed my "Representative Payee"); to all lawful means and methods to recover such assets or rights, qualify me for such benefits and claim such benefits on my behalf, and to compromise claims and grant discharges in regard to the matters described herein; to make such compromises, releases, settlements and discharges with respect thereto as my Agent shall deem

(8) To create and contribute to an employee benefit plan for my benefit; to select any payment option under any IRA or employee benefit plan in which I am a participant or to change options I have selected; to make voluntary contributions to such plans; to make "rollovers" of plan benefits into other retirement plans; to apply for and receive payments and benefits; to waive rights given to non-employee spouses under state or federal law; to borrow money and purchase assets therefrom and sell assets thereto, if authorized by any such plans; to make and change beneficiary designations, including revocable or irrevocable designations; to consent or waive consent in connection with the designation of beneficiaries and the selection of joint and survivor annuities under any employee benefit plan;

(9) To establish accounts of all kinds, including checking and savings, for me with financial institutions of any kind, including but not limited to banks and thrift institutions; to modify, terminate, make deposits to, write checks on, make withdrawals from, or grant security interests in, all accounts in my name or with respect to which I am an authorized signatory, whether or not any such account was established by me or for me by my Agent; to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; to contract for any services rendered by any bank or financial institution;

(10) To contract with any institution for the maintenance of a safe-deposit box in my name; to have access to all safe-deposit boxes in my name or with respect to which I am authorized signatory, whether or not the contract for such safe-deposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safe-deposit box and to terminate any contracts for such boxes;

(11) To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way, including but not limited to claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that the loss resulting therefrom will or may be imposed on me and otherwise engage in litigation involving me, my property or any interest of mine, including any property or interest of person for which or whom I have or may have any responsibility;

(12) To borrow money from any lender for my account upon such terms and conditions as my Agent shall deem appropriate and to secure such borrowing by the granting of security interests in any property or interests in property which I may now or hereafter own; to borrow money upon any life insurance policies owned by me, the assignment and delivery of any such policies as security; and no insurance company shall be under any obligation whatsoever to determine the need for such loan or the applications of the proceeds by my agent;

(13) To execute a revocable trust agreement with such trustee(s) as my Agent shall select which trust shall provide that all income and principal shall be paid to me, to some person for my benefit or applied for my benefit in such amounts as I or my Agent shall request or as the trustee(s) shall determine, and that on my death any remaining income and principal shall be paid to my personal representative, and that the trust may be revoked or amended by me or my Agent at any time, provided, however, that any amendment by my Agent must be such that by law or under the provisions of this instrument such amendment could have been included in the original trust agreement; to deliver and convey any or all of my assets to the trustee(s) thereof; to add any or all of my assets to such a trust already in existence at the time of the creation of this instrument or created by me or my Agent at any time thereafter; and my Agent may be sole trustee or one of several trustees; and to execute such instruments, documents and papers to effect the transfers described herein as may be necessary, appropriate, incidental or convenient; to make such transfers absolutely in fee simple or for my lifetime only with the remainder or reversion (of the property so transferred) remaining in me so that such property will be disposed of at my death by my will or by the intestacy laws of the state in which I shall die a resident;

(14) To withdraw or receive the income or corpus of any trust over which I may have a right of receipt withdrawal; to request and receive the income or corpus of any trust respect to which the trustee thereof has the discretionary power to make distributions to or on my and to execute and deliver to such trustee a receipt and release or similar document for the income or corpus so received; to exercise (in whole or in part), release or let lapse any power of appointment held by me, whether general or special, or any power of amendment or revocation under any trust (including any trust with respect to which I may exercise any such power only with the consent of another person, even if my Agent is such other person), whether or not such power of appointment was created by me, subject however, to any restrictions upon such exercise imposed upon my Agent and set forth in other provisions of this instrument;

(15) To purchase, maintain, surrender, collect, or cancel (a) life insurance or annuities of any kind on my or the life of anyone in whom I have an insurable interest; (b) liability insurance protecting me and my estate against third party claims; (c) hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or any of my dependents; and (d) casualty insurance insuring assets of mine against loss or damage due to fire, theft, or other commonly insured risk; to pay all insurance premiums, to select any options under such policies, to increase or decrease coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses, and the foregoing powers shall apply to private and public plans, including but not limited to Medicare, Medicaid, SSI and Workers' Compensation.

(16) To represent me in all tax matters; to prepare, sign, and file federal, state, or local income, gift and other tax returns of all kinds, including, where appropriate, joint returns, claims for refunds, requests for extensions of time to file returns or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts, including the tax court, regarding tax matters, and any and all other tax related documents, including but not limited to consents and

agreements under Section 2032A of the Internal Revenue Code or any successor section thereto and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service or any state or local taxing authority; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate, post bonds, receive -confidential information and contest deficiencies determined by the Internal Revenue Service or any state or local taxing authority; to exercise any elections I may have under state or local tax law; to allocate any generation-skipping tax exemption to which I am entitled, and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods before all officers of the Internal Revenue Service or any state or local taxing authority and in all courts; to engage, compensate and discharge attorneys, accountants and other tax and financial advisors and consultants to represent or assist me in connection with all tax matters involving or in any way related to me or any property in which I have or may have an interest or responsibility;

ARTICLE II – PERSON AND MEDICAL CARE

My Agent is authorized in my Agent's sole and absolute discretion at any time to exercise the authority described below relating to matters involving the control and management of my person, and my health and medical care. In exercising the authority granted to my Agent herein, I first direct my Agent to try to discuss with me the specifics of any proposed decision regarding the control and management of my person or my health and upon my life for any purpose and to grant a security interest in such policy to secure any such loans (including medical care if I am able to communicate in any manner, however rudimentary). My Agent is further instructed that I am unable to give an informed consent to medical treatment and my Agent cannot determine the treatment choice I would want made under the circumstances, my Agent shall give or withhold such consent for me based upon any treatment choices that I may previously have expressed on the subject while competent, whether under this instrument or otherwise. If my Agent cannot determine the treatment choice I would want made under the circumstances, then my Agent should make such choice for me based upon what my Agent believes to be in my best interests. Accordingly, my Agent is authorized as follows:

- (1) To request, receive and review 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 order to obtain such information, and to disclose or deny such information to such persons, organizations, firms or corporations as my Agent shall deem appropriate;
- (2) To employ and discharge medical personnel including physicians, psychiatrists, dentists, nurses, and therapists as my Agent shall deem necessary for my physical, mental and emotional well-being, and to pay them (or cause them to be paid) reasonable compensation;
- (3) To give or withhold consent to any medical procedures, tests or treatments, including surgery; to arrange for my hospitalization, convalescent care, hospice or home care; to summon paramedics or other emergency medical personnel and seek emergency treatment for me, as my Agent shall deem appropriate; and under circumstances in which my Agent determines that certain medical procedures, tests or treatments are no longer of any benefit to me or where the benefits are outweighed by the

burdens imposed, to revoke, withdraw, modify or change consent to such procedures, tests and treatments, as well as hospitalization, convalescent care, hospice or home care which I or my Agent have previously allowed or consented to or which may have been implied due to emergency conditions. My Agent's decisions should be guided by taking into account (a) the provisions of this instrument, (b) any reliable evidence of preferences that I may have expressed on the subject, whether before or after the execution of this document, (c) what my agent believes I would want done in the circumstances if I were able to express myself, and (d) any information given to my Agent by the physicians treating me as to my medical diagnosis and prognosis and the intrusiveness, pain, risks and side effects of the treatment;

(4) To take whatever steps are necessary or advisable to enable me to remain in my personal residence as long as it is reasonable under the circumstances. I realize that my health may deteriorate so that it becomes necessary to have round-the-clock personal or nursing care, and I authorize my Agent to make all necessary arrangements, contractual or otherwise, for home health care, or care for me at any hospital, nursing home, adult congregate living facility, hospice, or similar establishment, and I direct my Agent to obtain such care (including any such equipment that might assist in my care) as is reasonable under the circumstances. Specifically, I want to remain in my personal residence as long as it is reasonable;

(5) To exercise my right of privacy and my right to make decisions regarding my medical treatment; to consent to and arrange for the administration of pain-relieving drugs of any kind, or other surgical or medical procedures calculated to relieve pain, including unconventional pain-relief therapies which my Agent believes may be helpful to me; even though such actions may lead to permanent damage, addiction or even hasten the moment of (but not intentionally cause) my death;

(6) To grant, in conjunction with any instructions given under this Article, releases to hospital physicians, nurses and other medical and hospital administrative personnel who act in reliance on instructions given by my Agent or who render written opinions to my Agent in connection with any matter described in this Article from all liability for damages suffered or to be suffered by me; to sign documents titled or purporting to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice" as well as any necessary waivers of or releases from liability required by any hospital or physician to implement my wishes regarding medical treatment or nontreatment;

(7) To assist and facilitate the carrying out of my wishes as set forth in any living will or life-prolonging procedures declaration I have executed; to request, require or consent to the writing of a "No-Code" or "Do Not Resuscitate" order by any attending physician.

ARTICLE III- OTHER PROVISIONS

(1) In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient to such exercise, including pursuing any legal or judicial remedies to which I would otherwise be entitled to pursue.

(2) No person, organization, corporation or entity, who relies in good faith upon the authority of my Agent under this instrument, shall incur liability to me, my estate, my heirs or assigns, as a result of such reliance.

(3) If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

(4) This instrument shall be governed by the laws of the state of Florida in all respects: In regard to medical decisions affecting me, I intend for this instrument to be honored in any jurisdiction when it may be presented and given the most liberal interpretation available for purposes of granting my Agent the fullest amount of discretion in making decisions on my behalf I also intend that any such jurisdiction refer to the laws of Florida to interpret and determine the validity of this instrument and any of the powers granted hereunder. Should any physician or health care institution fail to honor this instrument, then my Agent is authorized to terminate the services of such persons and institutions and to transfer my care to another physician or health care institution that will honor the instructions of my Agent.

(5) If this instrument has been executed in multiple originals, each such counterpart original shall have equal force and effect. Any photocopy of this instrument shall have the same force and effect as an original.

(6) This instrument and the actions taken by my Agent properly authorized hereunder shall be binding upon me, my heirs, successors, assigns, and personal representatives.

(7) The powers granted to my Agent are nondelegable, and shall be valid until terminated by operation of law, or until such time as I shall die, or revoke the powers.

IN WITNESS WHEREOF, I have executed this *General Durable Power of Attorney* this _____ day of _____, _____.

<i>Signature of Witnesses</i>	<i>Signature of Principal</i>
<hr/>	<hr/>
Name: _____	Name: _____
Address: _____ _____	Address: _____ _____
<hr/>	Soc. Sec. No. _____
Name: _____	
Address: _____ _____	

On this _____ day of _____, _____, personally appeared before me _____, to me personally known or who produced _____, as identification, who executed this *General Durable Power of Attorney*, and acknowledged the same to be his/her free act and deed.

Notary Public
My Commission Expires:

ACKNOWLEDGEMENT AND ACCEPTANCE BY AGENT

The undersigned acknowledges and accepts appointment as Agent and agrees to serve as Agent under this *General Durable Power of Attorney*.

Name: _____

Address: _____

SAMPLE- DO NOT COPY