

**DURABLE POWER OF ATTORNEY**  
**UNDER SECTION 709.08 OF THE FLORIDA STATUTES**  
**\*[(DEPLOYMENT CONTINGENT)]\***

I, \_\_\_\_\_[AKA], my address being \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, make, constitute and appoint [name, address], as my attorney in fact and agent[s] (hereinafter[jointly / collectively] referred to as "agent").\*[ If[both] \_\_\_\_\_[all] [verbs] to act, I appoint [name, address], as my attorney in fact and agent[s].\*[ If[both] \_\_\_\_\_[all] [verbs] to act, I appoint [name, address], as my attorney in fact and agent[s].\*[ If[both] \_\_\_\_\_[all] [verbs] to act, I appoint [name, address], as my attorney in fact and agent[s].]\*\*[ When multiple agents are serving jointly under this power of attorney, then all of them must act or sign together. Furthermore, when multiple agents are named or serving hereunder and any one or more, but not all, die, become legally disabled, resign, or refuse to act, then the remaining agent or agents, as the case may be, shall be appointed or continue to serve in such capacity.]\*\*[ When multiple agents are serving under this power of attorney, then each such agent may act alone without the other agent or agents joining together. Furthermore, when multiple agents are named or serving hereunder and any one or more, but not all, die, become legally disabled, resign, or refuse to act, then the remaining agent or agents, as the case may be, shall be appointed or continue to serve in such capacity.]\*

**ARTICLE I**

I hereby give and grant unto my said agent full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, as fully, to all intents and purposes, as I might or could do if personally present. My agent shall have full power and authority over any interest in property owned by me, including, without limitation, my interest in all real property, including homestead real property; all personal property, tangible or intangible; all property held in any type of joint tenancy, including a tenancy in common, joint tenancy with right of survivorship, or a tenancy by the entirety; all property over which I hold a general, limited, or special power of appointment; choses in action; and all other contractual or statutory rights or elections, including, but not limited to, any rights or elections in any probate or similar proceeding to which I am or may become entitled.

**ARTICLE II**

In addition to the broad grant of powers given to my agent in Article I, my agent is authorized to act for me in my name, place and stead and may exercise any or all of the powers contained in this Article II.

**2.1 Grant of Additional General Powers.** My agent may exercise all of the following powers: (1) demand, receive, and obtain by litigation, action, or otherwise any money or other thing of value to which I am, may become, or may claim to be entitled; (2) conserve, invest, disburse, or use any money or other thing of value received on my behalf for the purposes intended; (3) 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 a contract made by me or on my behalf; (4) execute, acknowledge, seal, and deliver a deed, revocation, mortgage, lease, notice, check, release, or other instrument my agent considers desirable to accomplish a purpose of a transaction; (5) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of or against me or intervene in an action or litigation relating to the claim; (6) seek on my behalf the assistance of a court to carry out an act authorized by this durable power of attorney; (7) engage, compensate, and discharge an attorney, accountant, expert witness, investment counsel, custodian, broker, accountant, appraiser or other professional advisor, and to compensate any such advisor as is reasonable, and to determine whether or not to act upon the advice of any such advisor without liability for acting or failing to act; (8) keep appropriate records of each transaction, including an accounting of receipts and disbursements; (9) prepare, execute, and file a record, report, or other document which my agent considers necessary or desirable to safeguard or promote my interest under a statute or governmental regulation; (10) reimburse my agent for expenditures made in exercising the powers granted by this durable power of attorney; and (11) in general, do any other lawful act that I may do with respect to a transaction.

**2.2 Real Property Transactions.** With regard to real property transactions, my agent may exercise all of the following powers with regard to any real property I own\*[( specifically including, but not limited to, the real property described on the attached Schedule "A")]\*: (1) convey or mortgage homestead property, except that if I am married, joinder of my spouse shall be required; (2) accept as a gift or as security for a loan or reject, demand, buy, lease, receive, or otherwise acquire an interest in real property or a right incident to real property; (3) sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease or sublet, or otherwise dispose of an estate or interest in real property or a right incident to real property; (4) release, assign, satisfy, and enforce by litigation, action, or otherwise a mortgage, deed of trust, encumbrance, lien, or other claim to real property that exists or is claimed to exist; (5) do any act of management or of conservation with respect to an interest in real property, or a right incident to real property, owned or claimed to be owned by me, including power to insure against a casualty, liability, or loss; obtain or regain possession or protect the interest or right by litigation, action, or otherwise; pay, compromise, or contest taxes or assessments or apply for and receive refunds in connection with them; and purchase supplies, hire assistance or labor, or make repairs or alterations in the real property; (6) use, develop, alter, replace, remove, erect, or install structures or other improvements on real property in which I have or claim to have an estate, interest, or right; (7) participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property, receive and hold shares of stock or obligations received in a plan or reorganization, and act with respect to the shares or obligations, including selling or otherwise disposing of the shares or obligations; exercising or selling an option, conversion, or similar right with respect to the shares or obligations; and voting the shares or obligations in person or by proxy; (8) change the form of title of an interest in or right incident to real property; and (9) dedicate easements or other real property in which I have or claim to have an interest to public use, with or without consideration.

**2.3 Tangible Personal Property Transactions.** With regard to tangible personal property transactions, my agent may exercise all of the following powers: (1) accept as a gift or as security for a loan, reject, demand, buy, receive, 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, release, surrender, mortgage, encumber, pledge, hypothecate, create a security interest in, pawn, grant options concerning, lease or sublet to others, or otherwise dispose of tangible personal property or an interest in tangible personal property; (3) release, assign, satisfy, or enforce by litigation, action, or otherwise a mortgage, security interest, encumbrance, lien, or other claim on my behalf, with respect to tangible personal property or an interest in tangible personal property; and (4) do an act of management or conservation with respect to tangible personal property or an interest in tangible personal property on my behalf, including insuring against casualty, liability, or loss; obtaining or regaining possession or protecting the property or interest by litigation, action, or otherwise; paying, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments; moving from place to place; storing for hire or on a gratuitous bailment; and using, altering, and making repairs or alterations.

**2.4 Stock and Bond Transactions.** With regard to stock and bond transactions, my agent may execute stock powers or similar documents on my behalf and delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other securities either into or out of my or my nominee's name. My agent may also buy, sell, and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments, receive certificates and other evidences of ownership with respect to securities, exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

**2.5 Commodity and Option Transactions.** With regard to commodity and option transactions, my agent may buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call and put options on stocks and stock indexes traded on a regulated options exchange and establish, continue, modify, or terminate option accounts with a broker.

**2.6 Banking and Other Financial Institution Transactions.** With regard to banking and other financial institution transactions, my agent may exercise all of the following powers: (1) continue, modify, or terminate an account or other banking arrangement made by me or on my behalf; (2) establish, modify, or 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) hire a safe deposit box or space in a vault; (4) contract to procure other services available from a financial institution as my agent considers desirable; (5) withdraw by check, order, or otherwise my money or property deposited with or left in the custody of a financial institution; (6) receive bank statements, vouchers, notices, or similar documents from a financial institution and act with respect to 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 real or personal property necessary to borrow, pay, renew, or extend the time of payment of my debt; (9) make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, bills of exchange, checks, drafts, or other negotiable or nonnegotiable paper owned by me, or payable to me or to my

order, to receive the cash or other proceeds of those transactions; (10) receive for me and act on a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument; (11) apply for and receive letters of credit, credit cards, 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 with respect to commercial paper or a financial transaction with a financial institution.

**2.7 Business Operation Transactions.** With regard to business operation transactions, my agent may exercise all of the following powers: (1) operate, buy, sell, enlarge, reduce, or terminate a business interest; (2) to the extent that my agent is permitted by law, to perform a duty or discharge a liability or exercise a right, power, privilege, or option that I have, may have, or claim to have under a partnership agreement, whether or not I am a general or limited partner; (3) to the extent that my agent is permitted by law, to enforce the terms of a partnership agreement by litigation, action, or otherwise; (4) to the extent that my agent is permitted by law, to defend, submit to arbitration, settle, or compromise litigation or an action to which I am a party because of membership in the partnership; (5) exercise in person or by proxy or enforce by litigation, action, 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, settle, or compromise a legal proceeding to which I am a party because of a bond, share, or similar instrument; (6) with respect to any business owned solely by me, continue, modify, renegotiate, extend, and terminate a contract made with any individual or legal entity, firm, association, or corporation by or on my behalf with respect to the business before execution of the power of attorney; (7) with respect to any business owned solely by me, to determine the location of its operation; the nature and extent of its business; the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation; the amount and types of insurance carried; and the mode of engaging, compensating, and dealing with its accountants, attorneys, and other agents and employees; (8) with respect to any business owned solely by me, to change the name or form of organization under which the business is operated and enter into a partnership agreement with other persons or organize a corporation to take over all or part of the operation of the business; (9) with respect to any business owned solely by me, to demand and receive money due or claimed by me or on my behalf in the operation of the business and control and disburse the money in the operation of the business; (10) put additional capital into a business in which I have an interest; (11) join in a plan of reorganization, consolidation, or merger of the business; (12) sell or liquidate a business or part of it at the time and on the terms that my agent considers desirable; (13) establish the value of a business under a buy-out agreement to which I am a party; (14) prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business that are required by a governmental agency, department, or instrumentality or that my agent considers desirable and make related payments; and (15) pay, compromise, or contest taxes or assessments and do any other act that my agent considers desirable to protect me from illegal or unnecessary taxation, fines, penalties, or assessments with respect to a business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

**2.8 Insurance Transactions.** With regard to insurance transactions, my agent may

exercise all of the following powers: (1) continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract procured by or on my behalf that insures or provides an annuity to either me or another person, whether or not I am a beneficiary under the contract; (2) procure new, different, or additional contracts of insurance and annuities for me or 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 or 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 the contract of insurance or annuity; (5) surrender and receive the cash surrender value of a contract of insurance or annuity; (6) exercise an election; (7) change the manner of paying premiums; (8) change or convert the type of insurance contract or annuity with respect to which I have or claim to have a power described in this section; (9) apply for and procure government aid to guarantee or pay premiums of a contract of insurance on my life; (10) collect, sell, assign, hypothecate, borrow on, or pledge my interest in a contract of insurance or annuity; \*[and ]\*(11) pay from proceeds or otherwise, compromise or contest, or apply for refunds in connection with a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing because of the tax or assessment\*[\*]; (12) designate the beneficiary of a contract of insurance or annuity, except that my agent may be named a beneficiary of the contract or annuity or an extension, renewal, or substitute for the contract or annuity only to the extent my agent was named as a beneficiary under a contract or annuity procured by me before executing this power of attorney; and (13) change the beneficiary of a contract of insurance or annuity, except that my agent may be designated a beneficiary only to the extent my agent was named as a beneficiary under a contract procured by me before executing this power of attorney]\*.

**2.9 Estate, Trust, and Other Beneficiary Transactions.** With regard to estate, trust, and other beneficiary transactions, my agent may act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund from which I am, may become, or claim to be entitled, as a beneficiary, to a share or payment, including to: (1) accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund; (2) demand or obtain by litigation, action, or otherwise money or any other thing of value to which I am, may become, or claim to be entitled because of the fund; (3) initiate, participate in, or oppose a legal or judicial proceeding to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest; (4) initiate, participate in, or oppose a legal or judicial proceeding to remove, substitute, or surcharge a fiduciary; (5) conserve, invest, disburse, or use anything received for an authorized purpose; and (6) transfer all or part of my interest in real property, stocks, bonds, accounts with financial institutions, insurance, and other property to the trustee of a revocable trust created by me as settlor.

**2.10 Claims and Litigation.** With regard to claims and litigation, my agent has the power to: (1) assert and prosecute before a court or administrative agency a claim, a claim for relief, a counterclaim, or an offset or defend against an individual, a legal entity, or a government, including suits to recover property or other thing of value, to recover damages sustained by me, to eliminate or modify tax liability, or to seek an injunction, specific performance, or other relief; (2) bring an action to

determine adverse claims, intervene in an action or litigation, and act as amicus curiae; (3) in connection with an action or litigation, 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) in connection with an action or litigation, perform any lawful act I could perform, 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 of me in litigation; (5) submit to arbitration, settle, and propose or accept a compromise with respect to a claim or litigation; (6) waive the issuance and service of process on me, accept service of process, appear for me, designate persons on whom process directed to me 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, or 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 me with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, concerning me or some other person, with respect to a reorganization proceeding or a receivership or application for the appointment of a receiver or trustee that affects my interest in real or personal property or other thing of value; and (8) pay a judgment against me or a settlement made in connection with a claim or litigation and receive and conserve money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

**2.11 Personal and Family Maintenance.** With regard to personal and family maintenance, my agent may exercise all of the following powers: (1) perform the acts necessary to maintain the customary standard of living of me, my spouse and children, and other individuals customarily or legally entitled to be supported by me, 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 me and occupied by those individuals; (2) provide for the individuals described by Subsection (1) of this section normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, and other current living costs; (3) pay necessary medical, dental, and surgical care, hospitalization, and custodial care for the individuals described by Subsection (1) of this section; (4) continue any provision made by me for the individuals described by Subsection (1) of this section, for automobiles or other means of transportation, including registering, licensing, insuring, and replacing the automobiles or other means of transportation; (5) maintain or open charge accounts for the convenience of the individuals described by Subsection (1) of this section and open new accounts that my agent considers desirable to accomplish a lawful purpose; and (6) continue payments incidental to my membership or affiliation in a church, club, society, order, or other organization or to continue contributions to those organizations.

**2.12 Benefits From Certain Governmental Programs or Civil or Military Service.** With regard to benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service, my agent has the power to: (1) execute vouchers in my name for allowances and reimbursements payable by the United States, a foreign government, or a state or subdivision of a state to me, including allowances and reimbursements for transportation of the individuals described by Section 2.11(1) of this instrument, and for shipment of their household effects;

(2) take possession and order the removal and shipment of my property 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 to a benefit or assistance, financial or otherwise, to which I claim to be entitled under a statute or governmental regulation; (4) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive; and (5) receive the financial proceeds of a claim of the type described in this Section 2.12 of this instrument and conserve, invest, disburse, or use anything received for a lawful purpose.

**2.13 Retirement Plan Transactions.** With regard to retirement plan transactions, my agent may exercise all of the following powers: (1) apply for service or disability retirement benefits; (2) select payment options under any retirement plan in which I participate, including plans for self-employed individuals; (3) make voluntary contributions to retirement plans if authorized by the plan; (4) exercise the investment powers available under any self-directed retirement plan; (5) make "rollovers" of plan benefits into other retirement plans; (6) borrow from, sell assets to, and purchase assets from retirement plans if authorized by the plan; (7) waive my right to be a beneficiary of a joint or survivor annuity if I am an unemployed spouse; (8) receive, endorse, and cash payments from a retirement plan; (9) waive my right to receive all or a portion of benefits payable by a retirement plan; \*[and ]\*(10) request and receive information relating to me and my retirement plan records\*]; and (11) designate or change the designation of a beneficiary or benefits payable by a retirement plan, except that my agent may be named a beneficiary only to the extent my agent was a named beneficiary under the retirement plan before this durable power of attorney was executed]\*.

**2.14 Tax Matters.** With regard to tax matters, my agent may exercise all of the following powers: (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 Section 2032A of the Internal Revenue Code of 1986, as amended, (the "Code"), closing agreements, and any power of attorney form required by the Internal Revenue Service or other taxing authority with respect to a tax year on which the statute of limitations has not run and 25 tax years following that tax year; (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 me under federal, state, local, or foreign tax law; (4) act for me in all tax matters for all periods before the Internal Revenue Service and any other taxing authority; and (5) represent me, and appoint an agent or agents to represent me, before the Internal Revenue Service or any State or other taxing authority by completing, signing, and submitting IRS Form 2848 or any other governmental form.

**2.15 Existing and Foreign Interests.** The powers described in Article II of this power of attorney may be exercised equally with respect to an interest I have at the time this durable power of attorney is executed or an interest which I acquire later, whether or not the interest is located in Florida and whether or not the powers are exercised or the durable power of attorney is executed in Florida.\*[

**2.16 Gifts.** I grant to my agent the power to make gifts of any of my property to or to pay amounts on behalf of (including transfers which are made outright, in trust or otherwise) any one or more of my descendants (including my agent, if my agent is a descendant of mine) or to any charitable organization to which deductible gifts may be made under the income and gift tax provisions of the Code\* [ if, in the opinion of my agent, such gifts would reduce income, estate, generation skipping transfer or state inheritance taxes]\*. Such gifts or amounts paid to my descendants shall include those which are excludible under Section 2503(b) or Section 2503(e) of the Code or those to which the split gift provisions of Section 2513 of the Code are expected to apply. Nothing herein shall be construed to require any court action whatsoever prior to making such gifts, nor to restrict such gifts to a situation in which it must be determined that I will remain incapacitated for the remainder of my lifetime. Notwithstanding the foregoing, the gifts made by a person who is serving as my agent under this instrument to himself or herself shall not exceed in the aggregate for any calendar year the greater of five thousand dollars (\$5,000) or five percent (5%) of the fair market value of my estate (for U.S. gift tax purposes) as of December 31st of such calendar year\* [; provided, however, if my agent is making gifts authorized by section 2.17 below in order to obtain or maintain eligibility for public health care benefits, then these limitations shall not apply]\*.\*\*[

**2.17 Obtain and Maintain Eligibility for Public Health Care Benefits.** If my agent in my agent's sole discretion has determined that I need nursing home or other long-term medical care and that I will receive proper medical care whether I privately pay for such care or if I am a recipient of Title XIX (Medicaid) or other public benefits, then my agent shall have the power: (1) to take any and all steps necessary, in my agent's judgment, to obtain and maintain my eligibility for any and all public benefits and entitlement programs, including, if necessary, creating and funding a qualified income trust or special needs trust for me or a disabled child, if any; (2) to transfer with or without consideration my assets to my descendants (if any), or to my natural heirs at law or to the persons named as beneficiaries under my [last will and testament / will] or a revocable living trust which I may have established, including my agent; and (3) to enter into a personal services contract for my benefit, including entering into such contract with my agent, and even if doing so may be considered self-dealing. Such public benefits and entitlement programs shall include, but are not limited to, Social Security, Supplemental Security Income, Medicare, Medicaid and Veterans benefits.]\*\*\*[

**2.18 Create, Amend or Revoke Revocable Trust.** I grant to my agent the power to create for me one or more revocable trusts (referred to as a "grantor trust") of which I am an income beneficiary and with such person or persons as my agent shall select as the trustee or co-trustees (including my agent or any corporate trustee having capital and surplus at the time of its appointment in excess of \$10,000,000.00), without bond or other security, and with such other terms and provisions as my agent shall deem appropriate, including, but not limited to, provisions to minimize or eliminate any death or transfer taxes which may be imposed on my estate, any grantor trust, any beneficiary of my estate or any beneficiary of any grantor trust, and to grant to the trustee or co-trustees of any grantor trust any one or more of the powers granted to a trustee under the Florida Trust Code; provided, however, such trust agreement shall provide that I retain the power to revoke any such grantor trust, in whole or in part at any time, or that I have a general power of appointment over the

assets of such grantor trust; and further provided that at my death the assets of any such grantor trust which would have constituted my property if such assets had not been transferred to such grantor trust shall pass in a manner which is consistent with any existing estate plan which I may have previously instituted, including dispositions of my property by will, trust, beneficiary designation, or otherwise, and including the apportionment of taxes and other expenses, or if there is no person named in such grantor trust to whom such assets shall pass, then such assets shall be delivered to the personal representative of my estate. It is not my intention in granting the power enumerated in this section to allow my agent to change in any way the persons who will be receiving the property of my estate or the overall scheme of my estate plan; rather, I am attempting to facilitate my agent's ability to save taxes or otherwise reduce the costs of administering my estate. If I have already established a grantor trust, or if my agent creates a grantor trust for me, this paragraph shall include the power to alter, amend or modify such grantor trust in a manner which is consistent with the provisions contained herein; and in addition, any such grantor trust created by me or by my agent may be revoked by my agent as long as such revocation results in a disposition of my estate which is consistent with my existing estate plan. Further, my agent shall have the power to transfer all or part of the interest I may own in any real property, stocks, bonds, accounts with financial institutions, insurance, and other property to the trustee of such grantor trust.]\*

### **ARTICLE III**

The enumeration of particular powers under a general power set out in this instrument is not intended in any way to limit the more general statement of the power granted, but is intended to be in addition thereto and by way of example thereof. Notwithstanding any provision herein to the contrary, any authority granted to my agent shall be limited so as to prevent this power of attorney from causing my agent to be taxed on my income (unless my agent is my spouse) and from causing my assets to be subject to a general power of appointment by my agent, as that term is defined in Section 2041 of the Code.

### **ARTICLE IV**

Any act or thing lawfully done hereunder by my said agent shall be binding on myself and my heirs, legal and personal representatives, and assigns, provided, however, that all business transacted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by my said agent for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my said agent and the designation "Agent."

### **ARTICLE V**

Any third party may transact any matter with my agent in the same manner and to the same extent as the third party would transact such matter with me. Third parties who act in reliance upon the representations of my agent shall be held harmless by me, my estate, the beneficiaries of my estate, or joint owners of property from any loss suffered or liability incurred as a result of actions taken prior to receipt of written notice of revocation, suspension, \*[notice of a petition to determine

incapacity, ]\*partial or complete termination, or my death. Any third party may rely upon a copy of this instrument certified by my agent to be a true copy of the original hereof, as fully as if such third party had received an original of this instrument.

#### **ARTICLE VI**

My agent shall not be liable for any acts or decisions made in good faith and in conformity with the powers enumerated in this power of attorney.

#### **ARTICLE VII**

My agent shall have the power to pay a reasonable fee from my estate to my agent as compensation for services rendered under this power of attorney in an amount which does not exceed the customary and prevailing charges for services of a similar character at the time and place such services are performed.

#### **ARTICLE VIII**

\*[This durable power of attorney shall not be affected by my subsequent incapacity, except as provided in Section 709.08, Florida Statutes. ]\*\*[This durable power of attorney shall become effective only if I lack the capacity to manage my property as defined in Section 744.102, Florida Statutes, and only if two affidavits similar in form to the two affidavits attached as samples to this durable power of attorney are delivered to the relevant third party. If the Florida legislature subsequently amends Section 709.08, Florida Statutes, the affidavits signed by my agent and physician shall be modified from the sample forms attached hereto to reflect such changes in the law. Until this durable power of attorney becomes effective, my agent shall have none of the powers enumerated herein. ]\*This durable power of attorney shall terminate by one or more of the following circumstances:

- (1)My death;
- (2)The death or deaths of all agents named in the first paragraph of this instrument; or
- (3)The occurrence of an event described in Section 709.08 of the Florida Statutes.\*[

#### **ARTICLE IX**

An agent serving hereunder shall be treated as having resigned as my agent if such agent refuses to arrange for or submit to a mental status examination requested by any [HIPAA language], the purpose of which is to determine whether such agent should be permitted to continue to serve as my agent hereunder, provided that such examinations shall not occur more frequently than once every two years, and provided further that the cost of such examinations shall be paid by me.]\*

Signed on \_\_\_\_\_, [year].

\_\_\_\_\_, Principal

\*[[Witness sig for Ack where Notary signs - I]]\*

WITNESSES (both of whom are  
18 years of age or older):

\_\_\_\_\_  
\*[[\_\_\_\_\_, Witness  
(Printed Name)]]\*\*[[\_\_\_\_\_, Witness]]\*

\_\_\_\_\_  
\*[[\_\_\_\_\_, Witness  
(Printed Name)]]\*\*[[\_\_\_\_\_, Witness]]\*

**\*[[ Indiv's Long ]]\*\*[[  
THE STATE OF [STATE] §  
§  
COUNTY OF \_\_\_\_\_ §**

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_,  
[Identity of Individual in Ack] to be the person whose name is subscribed to the foregoing instrument  
as Principal, \*[[\_\_\_\_\_, ]]\*\*[[\_\_\_\_\_, ]]\*[Identity of Witnesses in Ack], ]\*and  
\*[[\_\_\_\_\_, ]]\*\*[[\_\_\_\_\_, ]]\*[Identity of Witnesses in Ack], each of whom  
]\*acknowledged to me that such Principal executed the foregoing instrument \*[in the presence of such  
witnesses ]\*for the purposes and consideration therein expressed.

Given under my hand and seal of office, on \_\_\_\_\_, [year].

\_\_\_\_\_  
Notary Public, State of [State][Notary line]

]\*]\*[ Indiv's Short ]]\*]\*[

THE STATE OF [STATE] §  
§  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_,  
[year], by \_\_\_\_\_\*[, \*[\_], ]\*\*[\_], ]\*and  
\*[\_]\*\*[\_]\*.

\_\_\_\_\_  
Notary Public, State of [State][Notary line]

]\*\*[ Indiv Outside US before Consular Official ]\*\*[

\_\_\_\_\_  
§  
\_\_\_\_\_  
§  
\_\_\_\_\_  
§

Before me, the undersigned authority, \_\_\_\_\_ (insert title), of  
the United States of America at \_\_\_\_\_ (insert city and country), duly  
commissioned, accredited, and qualified on this day personally appeared \_\_\_\_\_, [Identity of Individual  
in Ack] to be the person whose name is subscribed to the foregoing instrument as Principal,  
\*\*[\_], ]\*\*[\_], ]\*[Identity of Witnesses in Ack], ]\*and  
\*\*[\_], ]\*\*[\_], ]\*[Identity of Witnesses in Ack], each of whom  
]\*acknowledged to me that such Principal executed the foregoing instrument \*[in the presence of such  
witnesses ]\*for the purposes and consideration therein expressed.

Given under my hand and seal of office, on \_\_\_\_\_, [year].

\_\_\_\_\_  
Signature of Officer

Printed name: \_\_\_\_\_

Rank: \_\_\_\_\_

Title of officer: \_\_\_\_\_

]\*\*[ Notary signs for Indiv ]\*\*[

**THE STATE OF [STATE]** §  
§  
**COUNTY OF \_\_\_\_\_** §

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, a person having a physical impairment that impedes such person's ability to sign the foregoing instrument, [Identity of Individual in Ack] to be the person named in the foregoing instrument as Principal, and directed me to affix such Principal's signature to the foregoing instrument\*[ in the presence of \*[\_], ]\*\*[\_], ]\*[Identity of Witnesses in Ack]\*\*, and \*[\_], ]\*\*[\_], ]\*[Identity of Witnesses in Ack], each of whom ]\*acknowledged to me that such Principal directed me to execute the instrument on \*[his ]\*\*[her ]\*behalf \*[in the presence of such witnesses ]\*for the purposes and consideration therein expressed.

Given under my hand and seal of office, on \_\_\_\_\_, [year].

\_\_\_\_\_  
Notary Public, State of [State][Notary line]

**]\*\*[ Indiv Sign With Mark ]\*\*[**

**THE STATE OF [STATE]** §  
§  
**COUNTY OF \_\_\_\_\_** §

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, [Identity of Individual in Ack] to be the person whose mark is made on the foregoing instrument as Principal, \*[\_], ]\*\*[\_], ]\*[Identity of Witnesses in Ack], ]\*and \*[\_], ]\*\*[\_], ]\*[Identity of Witnesses in Ack], each of whom ]\*acknowledged to me that such Principal executed the foregoing instrument \*[in the presence of such witnesses ]\*for the purposes and consideration therein expressed.

Given under my hand and seal of office, on \_\_\_\_\_, [year].

\_\_\_\_\_  
Notary Public, State of [State][Notary line]

**]\*\*[ Attorney in Fact Signing For Indiv - Long Form ]\*\*[**

THE STATE OF [STATE] §  
§  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification, whose name is subscribed to the foregoing instrument as the attorney-in-fact of \_\_\_\_\_, Principal, and \*[also on this day personally appeared \*[\_], ]\*\*[\_], ]\*[Identity of Witnesses in Ack], and \*[\_], ]\*\*[\_], ]\*[Identity of Witnesses in Ack], each of whom ]\*acknowledged to me that such attorney-in-fact subscribed the name of \_\_\_\_\_ to such instrument on behalf of \_\_\_\_\_ and as the attorney-in-fact of \_\_\_\_\_ in such attorney-in-fact's own name \*[in the presence of such witnesses ]\*for the purposes and consideration therein expressed.

Given under my hand and seal of office, on \_\_\_\_\_, [year].

\_\_\_\_\_  
Notary Public, State of [State][Notary line]

**]\*\*[ Attorney-In-Fact Signing For Indiv - Short Form ]\*\*[**

THE STATE OF [STATE] §  
§  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, [year], by \_\_\_\_\_ (insert name of attorney-in-fact) as attorney-in-fact on behalf of \_\_\_\_\_\*[, and by \*[\_], ]\*\*[\_], ]\*and \*[\_]\*\*[\_]\*\*.

\_\_\_\_\_  
Notary Public, State of [State][Notary line]

]\*

\*[

**SCHEDULE "A"**

**REAL PROPERTY SPECIFICALLY COVERED  
BY THIS POWER OF ATTORNEY**

\*{1. \_\_\_\_\_

}}]\*\*\*\*[

**DURABLE POWER OF ATTORNEY  
UNDER SECTION 709.08 OF THE FLORIDA STATUTES\*  
(DEPLOYMENT CONTINGENT)\***

**OF**

\_\_\_\_\_

**Prepared by:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (facsimile)\*