

Florida Durable Financial Power of Attorney

Principal and Agent or Co-Agents

I, _____, (hereinafter the "Principal" presently residing at _____, in the State of Florida, on this _____ day of _____, 20____, hereby revoke all prior durable financial power of attorney documents executed by me and hereby appoint as my attorney-in-fact (hereinafter my "Agent") to make financial decisions on my behalf as described in this document:

Name of Agent: _____ Phone Number: _____

Address: _____

-OR-

I appoint the following individuals as my "co-attorneys-in-fact" (hereinafter my "Co-Agents"):

[include full name, address and telephone number for each Co-Agent] to make financial decisions on my behalf as described in this document. Each Co-Agent may exercise its authority independently. If a Co-Agent(s) fails or ceases to serve, the remaining Co-Agent(s) may continue to act under the power of attorney without a successor for the Co-Agent(s) who failed or ceased to serve.

Successor Agent - An Agent may resign by giving notice to the Principal. If the Principal is incapacitated, then notice shall be provided to the Principal's guardian, if a guardian has been appointed for the Principal; and a Co-Agent or Successor Agent. If there is no guardian, Co-Agent, or Successor Agent, then notice shall be provided to the Principal's caregiver, another person reasonably believed by the Agent to have sufficient interest in the Principal's welfare; or a governmental agency having authority to protect the welfare of the Principal.

If my Agent or all Co-Agents resign, die, become incapacitated, are not qualified to serve, or decline to serve, I appoint as my Successor Agent to make financial decisions on my behalf as described in this document:

Name of Successor Agent: _____ Phone Number: _____

Address: _____

My Successor Agent has the same authority as that granted to the original Agent or Co-Agents; and may not act until the predecessor Agent or Co-Agents have resigned, have died, have become incapacitated,

or are no longer qualified to serve, or have declined to serve. A Successor Agent who is named in a power of attorney to succeed an Agent or Co-Agents who have failed or ceased to serve is not liable for the actions taken by a previous Agent or Co-Agents. The use of the term “Agent” applies to Co-Agent(s) and Successor Agent(s).

Nomination of Guardian / Conservator – If there is ever a need for me to have a conservator or guardian of my estate or person, I nominate the above individual(s) named in “Principal and Agent or Co-Agents” and “Successor Agent” to serve in that capacity in the same order of preference unless the court finds good cause for the above named individuals not to act in that capacity.

Governing Law – This Durable Financial Power of Attorney and the actions of my Agent are governed by the laws of the State of Florida. My Agent should review the “Florida Power of Attorney Act” and all other relevant laws to ensure the Agent’s conduct is in compliance with the laws of the State of Florida.

Effective Date – This Durable Financial Power of Attorney is exercisable when executed will continue until my death or revocation. This Durable Financial Power of Attorney is not terminated by subsequent incapacity of the Principal except as provided in chapter 709, Florida Statutes.

Agent’s Duties – An Agent is a fiduciary and once has accepted appointment must act only within the scope of authority granted in the power of attorney. In exercising that authority, the Agent may not act contrary to the Principal’s reasonable expectations actually known by the Agent; must act in good faith; may not act in a manner that is contrary to the Principal’s best interest; and must attempt to preserve the Principal’s estate plan, to the extent actually known by the Agent, if preserving the plan is consistent with the Principal’s best interest based on all relevant factors, including: the value and nature of the Principal’s property; the Principal’s foreseeable obligations and need for maintenance; minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes; eligibility for a benefit, a program, or assistance under a statute or rule; and the Principal’s personal history of making or joining in making gifts.

The Agent must keep a record of all receipts, disbursements, and transactions made on behalf of the Principal. An Agent is not required to disclose receipts, disbursements, transactions conducted on behalf of the Principal, or safe-deposit box inventories, unless ordered by a court or requested by the Principal, a court-appointed guardian, another fiduciary acting for the Principal, a governmental agency having authority to protect the welfare of the Principal, or, upon the death of the Principal, by the personal representative or successor in interest of the Principal’s estate. If requested, the Agent must comply with the request within 60 days or provide a writing or other record substantiating why additional time is needed and comply with the request within an additional 60 days.

An Agent who has accepted appointment shall act loyally for the sole benefit of the Principal; act so as not to create a conflict of interest that impairs the Agent’s ability to act impartially in the Principal’s best interest; act with the care, competence, and diligence ordinarily exercised by Agents in similar circumstances; and cooperate with a person who has authority to make health care decisions for the Principal in order to carry out the Principal’s reasonable expectations to the extent actually known by

the Agent and, otherwise, act in the Principal's best interest. The Agent is not liable for any acts or decisions made by the Agent in good faith and under the power of attorney

An Agent who acts in good faith is not liable to any beneficiary of the Principal's estate plan for failure to preserve the plan. Absent a breach of duty to the Principal, an Agent is not liable if the value of the Principal's property declines. If an Agent is selected by the Principal because of special skills or expertise possessed by the Agent or in reliance on the Agent's representation that the Agent has special skills or expertise, the special skills or expertise must be considered in determining whether the Agent has acted with care, competence, and diligence under the circumstances.

Delegation – The Agent may not delegate authority to a third person except as authorized under s. 518.112 of the Florida Statutes or other express clause or by executing a power of attorney on a form prescribed by a government or governmental subdivision, agency, or instrumentality for a governmental purpose.

Agent's Specific Powers – This durable power of attorney grants the following authority to the Agent: [Principal shall initial next to each power the ones that are expressly granted]:

_____ (a) Real Estate Transactions – With regard to any interest in real property now owned or acquired in the future, my Agent is authorized to: buy, sell, exchange, rent and lease real estate; collect all rent, sale proceeds and earnings from real estate; convey, assign and accept title to real estate; grant easements, create conditions and release rights of homestead with respect to real estate; possess, maintain, repair, improve, subdivide, manage, operate and insure real estate; pay, contest, protest and compromise real estate taxes and assessments. However, if the Principal is married, the Agent may not mortgage or convey homestead property without joinder of the Principal's spouse or the spouse's guardian. Joinder by a spouse may be accomplished by the exercise of authority in a power of attorney executed by the joining spouse, and either spouse may appoint the other as his or her Agent.

_____ (b) Financial Institution Transactions - My Agent has authority to conduct banking transactions as provided in section 709.2208(1), Florida Statutes, whereby and Agent may:

- (1) Establish, continue, modify, or terminate an account or other banking arrangement with a financial institution.
- (2) Contract for services available from a financial institution, including renting a safe deposit box or space in a vault.
- (3) Withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the Principal deposited with or left in the custody of a financial institution.
- (4) Receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them.
- (5) Purchase cashier's checks, official checks, counter checks, bank drafts, money orders, and similar instruments.
- (6) Endorse and negotiate checks, cashier's checks, official checks, drafts, and other negotiable paper of the Principal or payable to the Principal or the Principal's order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the Principal and pay it when due.
- (7) Apply for, receive, and use debit cards, electronic transaction authorizations, and traveler's checks from a financial institution.

- (8) Use, charge, or draw upon any line of credit, credit card, or other credit established by the Principal with a financial institution.
- (9) Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

_____ (c) Safe Deposit Box – My Agent has the authority to: open, continue and have access to all safe deposit boxes and their contents; sign, renew, release or terminate any safe deposit contract; drill or surrender any safe deposit box. My Agent must create and maintain and retain an accurate inventory each time the Agent accesses the safe-deposit box.

_____ (d) Stock and Bond Transactions – My Agent has the authority to execute stock powers or similar documents on behalf of the Principal and delegate to a transfer Agent or similar person the authority to register any stocks, bonds, or other securities into or out of the Principal's or nominee's name.

_____ (e) Investment Transactions – My Agent has the authority to conduct investment transactions as provided in section 709.2208(2), Florida Statutes which grants the Agent general authority with respect to securities held by financial institutions or broker-dealers to take the following actions:

- (1) Buy, sell, and exchange investment instruments.
- (2) Establish, continue, modify, or terminate an account with respect to investment instruments.
- (3) Pledge investment instruments as security to borrow, pay, renew, or extend the time of payment of a debt of the Principal.
- (4) Receive certificates and other evidences of ownership with respect to investment instruments.
- (5) Exercise voting rights with respect to investment instruments in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.
- (6) Sell commodity futures contracts and call and put options on stocks and stock indexes.

_____ (f) Tangible Personal Property Transactions. My Agent has the authority to buy and sell, lease, exchange, collect, possess and take title to all tangible personal property; move, store, ship, restore, maintain, repair, improve, manage, preserve, insure and safeguard tangible personal property

_____ (g) Gifts – The Agent may make a gift of the Principal's property only if doing so is consistent with the Principal's objectives and the gift should follow the Principal's personal history of making or joining in making gifts. In addition, to determine whether a gift is in the best interest of the Principal, the Agent must also consider all relevant factors including:

- the value and nature of the Principal's property;
- the Principal's foreseeable obligations and need for maintenance;
- minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes; and
- eligibility for a benefit, a program, or assistance under a statute or regulation.

The Agent is authorized to make outright to, or for the benefit of, a person a gift of any of the Principal's property, including by the exercise of a presently exercisable general power of appointment held by the Principal, in an amount per donee per calendar year not to exceed the annual dollar limits of the federal gift tax exclusion under 26 U.S.C. s. 2503(b), as amended, without regard to whether the federal gift tax exclusion applies to the gift, or if the Principal's spouse agrees to consent to a split gift pursuant to 26 U.S.C. s. 2513, as amended, in an amount per donee per calendar year not to exceed twice the annual

federal gift tax exclusion limit; and consent, pursuant to 26 U.S.C. s. 2513, as amended, to the splitting of a gift made by the Principal's spouse in an amount per donee per calendar year not to exceed the aggregate annual gift tax exclusions for both spouses.

_____ (h) Insurance and annuity transactions. My Agent has the authority to: procure, acquire, continue, renew, terminate or otherwise deal with any type of insurance or annuity contract (which terms include, without limitation, life, accident, health, disability, automobile casualty, property or liability insurance); and pay premiums or assessments on or surrender and collect all distributions, proceeds or benefits payable under any insurance or annuity contract.

_____ (i) Retirement plan transactions. My Agent has the authority to: contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the Principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; and exercise all investment powers available under any type of self-directed retirement plan.

_____ (j) Social Security, employment and military service benefits. My Agent has the authority to: prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; and control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation.

_____ (k) Tax matters. My Agent has the authority to: sign, verify and file all the Principal's federal, state and local income, gift, estate, property and other tax returns, including joint returns and declarations of estimated tax; pay all taxes; claim, sue for and receive all tax refunds; examine and copy all the Principal's tax returns and records; represent the Principal before any federal, state or local revenue agency or taxing body and sign and deliver all tax powers of attorney on behalf of the Principal that may be necessary for such purposes; and waive rights and sign all documents on behalf of the Principal as required to settle, pay and determine all tax liabilities.

_____ (l) Claims and litigation. My Agent has the authority to: institute, prosecute, defend, abandon, compromise, arbitrate, settle and dispose of any claim in favor of or against the Principal or any property interests of the Principal; collect and receipt for any claim or settlement proceeds and waive or release all rights of the Principal; and employ attorneys and others and enter into contingency agreements and other contracts as necessary in connection with litigation. This power of attorney does not authorize the Agent to appear in court or any tribunal as an attorney-at-law for the Principal or otherwise to engage in the practice of law without being a licensed attorney who is authorized to practice law in accordance with all applicable Florida laws.

_____ (m) Commodity and option transactions. My Agent has the authority to: buy, sell, exchange, assign, convey, settle and exercise commodities futures contracts and call and put options on stocks and

stock indices traded on a regulated options exchange and collect and receipt for all proceeds of any such transactions; and establish or continue option accounts for the Principal with any securities or futures broker.

_____ (n) Business operations. My Agent has the authority to: organize or continue and conduct any business (which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation) in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; and direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, Agents, attorneys, accountants and consultants.

_____ (m) Borrowing transactions. My Agent has the authority to: borrow money; mortgage or pledge any real estate or tangible or intangible personal property as security for such purposes; and sign, renew, extend, pay and satisfy any notes or other forms of obligation.

_____ (o) Estate transactions. My Agent has the authority to: accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the Principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; and establish a revocable trust solely for the benefit of the Principal that terminates at the death of the Principal and is then distributable to the legal representative of the estate of the Principal. The Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the Principal or require the trustee of any trust for the benefit of the Principal to pay income or Principal to the Agent.

_____ (p) Other – please specify _____

_____.

Reimbursement and Compensation of Agent – My Agent is entitled to reimbursement of expenses reasonably incurred on behalf of the Principal. A qualified Agent is entitled to compensation that is reasonable under the circumstances. Notwithstanding any provision in the power of attorney, an Agent may not be paid compensation unless the Agent is a qualified Agent. For purposes of this section, the term “qualified Agent” means an Agent who is the spouse of the Principal, an heir of the Principal within the meaning of s. 732.103, a financial institution that has trust powers and a place of business in Florida, an attorney or certified public accountant who is licensed in Florida, or a natural person who is a resident of Florida and who has never been an Agent for more than three Principals at the same time.

Agent’s Acceptance of Appointment— A person accepts appointment as an Agent by exercising authority or performing duties as an Agent or by any other assertion or conduct indicating acceptance. The scope of an Agent’s acceptance is limited to those aspects of the power of attorney for which the Agent’s assertions or conduct reasonably manifests acceptance.

Exoneration of Agent and Agent’s Liability — My Agent is not liable for any acts or decisions made by the Agent in good faith and under the power of attorney. The Agent shall not be relieved of liability for breach of a duty committed dishonestly, with improper motive, or with reckless indifference to the purposes of the power of attorney or the best interest of the Principal. Further, the Agent will not be relieved of liability that results from an abuse of a confidential or fiduciary relationship with the Principal. An Agent who violates this part is liable to the Principal or the Principal’s successors in interest for the amount required to:

- (1) Restore the value of the Principal’s property to what it would have been had the violation not occurred; and
- (2) Reimburse the Principal or the Principal’s successors in interest for the attorney’s fees and costs paid from the Principal’s funds on the Agent’s behalf in defense of the Agent’s actions.

Agent’s Resignation— My Agent may resign by giving notice to the Principal, to the guardian if the Principal is incapacitated and one has been appointed for the Principal, and to any co-Agent, or if none, the next Successor Agent.

Signature & Acknowledgement

I am the maker of this instrument and am fully informed as to all the contents of this Durable Financial Power of Attorney. I understand the full import of this grant of powers to my Agent(s).

Principal's Signature _____ Date_____

The following subscribing witnesses have appeared before the Notary Public and swear that he or she witnessed the maker of this instrument execute the instrument as the maker's own act.

First Witness _____

Address_____

Telephone_____

Signature_____ Date_____

Second Witness _____

Address_____

Telephone_____

Signature_____ Date_____

STATE OF FLORIDA

COUNTY OF _____

The maker and the witnesses personally appeared before me and the foregoing instrument was

acknowledged before me on this the ____ day of _____ (month), 20____ (year), by

_____ (name of Notary Public). I am satisfied that the person(s) who made the acknowledgment or proof was the maker of or the witness to the instrument.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp
Commissioned Name of Notary Public)