

Per Florida Statute § 709.2120(5):

A third person who, in violation of this section, rejects a power of attorney is subject to: (a) A court order mandating acceptance of the power of attorney; and (b) Liability for damages, including reasonable attorney fees and costs, incurred in any action or proceeding that confirms, for the purpose tendered, the validity of the power of attorney or mandates acceptance of the power of attorney.

DURABLE POWER OF ATTORNEY

I, _____, of _____,
DO HEREBY REVOKE ALL PREVIOUSLY EXECUTED DURABLE POWERS OF
ATTORNEY, and appoint my _____, _____, of
_____, my attorney-in-fact to represent me in all
matters. Said authority shall specifically include, but not be limited to, the authority for
me and in my name to do as follows:

_____ _____
include exclude

1. Fund annuities or enter into Personal Service Contracts for purposes of providing appropriate end of life care and compensation to care providers, including to the attorney-in-fact, even if considered "self-dealing".

_____ _____
include exclude

2. Create, establish, fund, form, modify, amend, restate, revoke or terminate a Qualified Income Trust, Special Needs Trust and/or Pooled Trust. This power includes specifically, but is not limited to: Qualified Income Trusts, Special Needs Trusts, and/or Pooled Trusts for Medicaid Qualification purposes.

3. Demand, sue for, and receive all money, debts, interests, dividends, annuities, property (both real and personal) and demands as are now or shall hereafter become due, owing or belonging to me; and have and take all means for the recovery thereof, by attachments, distress, replevin, garnishment actions at law, suits in equity or otherwise, and to compromise and agree for the same, and to make, seal and deliver releases, satisfactions or other sufficient discharges for the same.

4. Make, do and transact all and every kind of business of every nature and kind.

5. Make and execute any bond as principal and to sign, seal, acknowledge and deliver the same for me and in my name as principal.

6. Sign, seal, execute, deliver and acknowledge such deeds, leases and assignments of leases, covenants, indentures, agreements, assignments, mortgages, hypothecations, bills, bonds, options, notes, receipts, evidences of debt, and such other instruments in writing of every kind.

7. Purchase, pay the premiums on, exercise my rights to elect options, and borrow against any life, casualty, health or accident insurance. The attorney-in-fact, however, is specifically prohibited from having any power or authority over any life insurance policies which the principal owns on the life of the attorney-in-fact.

8. Seek appropriate court orders mandating acts which the attorney-in-fact deems appropriate if a third party refuses to comply with, or give effect to, actions taken by the attorney-in-fact which are authorized herein or enjoining acts by third parties which the attorney-in-fact has not authorized. In addition, the attorney-in-fact may bring legal action against any third party who fails to comply with actions authorized herein and demand damages, including punitive damages, on my behalf for such noncompliance.

9. Review my medical records, and execute releases of confidential information from medical providers and insurers or other third party payors, and consult to the same extent as my health care surrogate, and shall be considered my personal representative (along with my health care surrogate) for health care disclosure under 2004 federal HIPAA regulations; however, I leave decisions about my health care to my health care surrogate under Florida law.
10. Establish, cancel, continue or initiate my membership in organizations and associations of all kinds including but not limited to access, cancel, and/or renew any, and all social media (including but not limited to AOL, MSN, Facebook, LinkedIn, Plaxo, and Twitter) and email services registered in my name. To obtain passwords from on-line accounts from all banks, social media sites, bill pay or vendor accounts, etc. in order to access any online account I may have.
11. Change my mailing address through the United States Postal Service and receive mail on my behalf. To open, read, respond to and redirect my mail and to represent me before the U.S. Postal Service and all other mail and/or package carriers in all matters relating to mail service including without limitation, receipt of certified mail.
12. Apply, on my behalf, for any and all government benefits to which I may be entitled and to discuss any associated public benefits matters with representatives of any local, state or federal agency, including without limitation, Veteran's Benefits, supplemental Social Security Income (SSI), Medicaid, Medicare, and Social Security Disability Income (SSDI). My attorney-in-fact is hereby appointed as my Representative Payee for purposes of receiving Social Security benefits.
13. Have all the above powers with respect to all and any property acquired by me after the date hereof as well as with property presently owned by me.
14. The attorney-in-fact does NOT have the authority to subject me or any claims, legal issues or complaints of mine, to arbitration.

BANKING POWERS OF ATTORNEY-IN-FACT

The attorney-in-fact has authority to conduct banking transactions as provided in Section 709.2208(1), Florida Statutes, including but not limited to the following powers:

15. Establish, continue, modify, re-title, or terminate an account or other banking arrangement with a financial institution.
16. Contract for services available from a financial institution, including renting a safe-deposit box or space in a vault.
17. 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.
18. Receive statements of account(s), vouchers, notices, and similar documents from a financial institution and act with respect to them.
19. Purchase cashier's checks, official checks, counter checks, bank drafts, money

orders, and similar instruments.

20. 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.
21. Apply for, receive, and use debit cards, electronic transaction authorizations, and traveler's checks from a financial institution.
22. Use, charge, or draw upon any line of credit, credit card, or other credit established by the principal with a financial institution.
23. Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

INVESTMENT POWERS OF ATTORNEY-IN-FACT

The attorney-in-fact has authority to conduct investment transactions as provided in section 709.2208(2), Florida Statutes, including but not limited to the following powers:

24. Buy, sell, and exchange investment instruments.
25. Establish, continue, modify, or terminate an account with respect to investment instruments.
26. Pledge investment instruments as security to borrow, pay, renew, or extend the time of payment of a debt of the principal.
27. Receive certificates and other evidences of ownership with respect to investment instruments.
28. 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.
29. Sell commodity futures contracts and call and put options on stocks and stock indexes.

For purposes of this document, the term "investment instruments" means stocks, bonds, mutual funds, and all other types of securities and financial instruments, whether held directly, indirectly, or in any other manner, including shares or interests in a private investment fund, including, but not limited to, a private investment fund organized as a limited partnership, a limited liability company, a statutory or common law business trust, a statutory trust, or a real estate investment trust, joint venture, or any other general or limited partnership; derivatives or other interests of any nature in securities such as options, options on futures, and variable forward contracts; mutual funds; common trust funds; money market funds; hedge funds; private equity or venture capital funds; insurance contracts; and other entities or vehicles investing in securities or interests in securities whether registered or otherwise, except commodity futures contracts and call and put options on stocks and stock indexes.

30. Sell and transfer to any person or persons and for such price as the attorney-in-fact shall think fit, any or all of the shares of stock of any corporation owned by

me and make and pass all necessary acts or assignments.

31. Purchase bonds which are redeemable to pay Federal Estate Taxes at more than their market value and to borrow money in order to purchase such bonds.
32. Purchase, pay the premiums on, exercise my rights to elect options, and borrow against any life, casualty, health or accident insurance. The attorney-in-fact, however, is specifically prohibited from having any power or authority over any life insurance policies which the principal owns on the life of the attorney-in-fact.

REAL/PERSONAL PROPERTY POWERS OF ATTORNEY-IN-FACT

33. Bargain, contract, buy, sell, convey, receive, mortgage, hypothecate, lease, manage, operate, repair, improve and in any and every way and manner to deal in and with goods and merchandise, choices in action, and other property, in possession or in action and whether real or personal, including homestead property, upon such terms and conditions, and with such warranties and covenants, as the attorney-in-fact shall think fit.
34. Demand, sue for, receive, and give effectual discharges, for all the rents and profits now due, or which shall become due me; and to take and use all lawful proceedings for recovering the said rents and profits, and for ejecting defaulting tenants and occupants, and for terminating the tenancy or occupation thereof, and for obtaining, recovering, and retaining possession of all or any of the premises held or occupied by such defaulters.
35. Bargain, grant, and convey to such person or persons any and all real estate or interests in land owned by me (including but not limited to Life Estate Deeds and Enhanced Life Estate Deeds, Quit Claim Deeds, and Special Warranty Deeds) and for such sum or sums of money, as my attorney-in-fact shall deem proper; and, upon such sale or sales, to make, sign, seal, acknowledge and deliver deeds with such a covenant or covenants, general or special or warranty, quit claim or otherwise, as my attorney-in-fact shall deem expedient.
36. Sign, seal, execute, deliver and acknowledge such deeds, leases and assignments of leases, covenants, indentures, agreements, assignments, mortgages, hypothecations, bills, bonds, options, notes, receipts, evidences of debt, and such other instruments in writing of every kind.

The foregoing enumeration of specific powers does not, and shall not, in any way control, limit or diminish the general powers herein granted, or which should have been granted in order to carry out the purposes herein before expressed. Initialed powers are initialed in order to comply with Florida's Durable Power of Attorney Statute. I intend my attorney-in-fact to have all powers where no initial selection is offered and all "included" initialed powers, immediately upon my execution of this document, continuing until this document is revoked by me, in writing, or until my death.

Full power and authority is hereby given and granted unto said attorney-in-fact to do and perform all and every act and thing whatsoever requisite and necessary to be done as I might or could do if personally present. I hereby ratify and confirm all that said attorney-in-fact shall lawfully do or cause to be done by virtue of the authority granted under this document.

THIS DURABLE POWER OF ATTORNEY SHALL NOT BE AFFECTED BY DISABILITY, EITHER MENTAL OR PHYSICAL, OF THE PRINCIPAL EXCEPT AS PROVIDED BY STATUTE (Chapter 709, Florida Statutes). THIS DURABLE POWER OF ATTORNEY IS NOT TERMINATED BY SUBSEQUENT INCAPACITY

OF THE PRINCIPAL EXCEPT AS PROVIDED IN CHAPTER 709, FLORIDA STATUTES. THIS POWER IS NON-DELEGABLE AND IS EXERCISABLE FROM THIS DATE.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the ____ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

Witness Signature

Principal

Print Name

Witness Signature

Print Name

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day by means of physical presence or online notarization, _____, who is personally known to me or who has produced a current Florida Drivers' license OR produced _____ as identification and who executed the foregoing instrument and he/she acknowledged that he/she executed the same for the purposes herein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

(SEAL)

Notary Public, State of Florida
My Commission Expires: