

**GENERAL DURABLE POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS THAT I, \_\_\_\_\_,  
a resident of \_\_\_\_\_ County, Florida (hereinafter referred to as "Principal"), designate,  
\_\_\_\_\_, to be my attorney-in-fact and agent.

**1. General Grant of Power.** I hereby grant to my agent, upon execution of this instrument, full power and authority to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or 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, including all corporate, partnership, and sole proprietorships; 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; all as to such property now owned or hereafter acquired by me. Except as otherwise limited by applicable law, or by this general durable power of attorney, my agent has full power and authority to perform, without prior court approval, everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, and even though my agent may also be acting individually or on behalf of any other person or entity interested in the same matters. I hereby ratify and confirm that my agent shall lawfully have, by virtue of this general durable power of attorney, the powers herein granted, including, but not limited to, the following:

(a) To forgive, request, demand, sue for, recover, collect, receive, hold all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pensions, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by me, or due, owing, payable or belonging to me or in which I have or may hereafter acquire an interest.

(b) To have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery of any property now or hereafter owned by me, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same.

(c) To acquire, purchase, invest, reinvest, exchange, grant options to sell, and sell and convey personal property, tangible or intangible, or interests therein, for such price and on such terms and conditions as my agent shall deem proper including, without limitation, stocks, bonds, warrants, debentures, commodities, precious metals, futures, currencies, and in domestic and foreign markets or investment funds, including common trust funds.

(d) To execute stock powers or similar documents and to delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other securities either into or out of my name or nominees name.

(e) To redeem bonds issued by the United States Government or any of its agencies or any other bonds; and to purchase bonds issued by the United States Government that can be redeemed at par in payment of federal estate taxes.

(f) To acquire, purchase, exchange, grant options to sell, and sell and convey any and all of my real estate, lands, tenements, leases, leaseholds or other property partaking of the nature of real estate or any part or parcel thereof, which I now own or may hereafter acquire, or interests therein, including my homestead real property, at public or private sale, for such price and on such terms and conditions as my agent shall deem proper; to execute any and all documents necessary to effectuate same including, but not limited to, contracts, deeds, affidavits, bills of sale, assignments and closing statements; provided, however, that if I am married, my agent may not convey or dispose of my homestead property without joinder of my spouse or my spouse's legal guardian. Joinder by my spouse may be accomplished by the exercise of authority in a durable power of attorney executed by my joining spouse, and either my spouse or I may appoint the other as attorney-in-fact and agent.

(g) To maintain, repair, improve, invest, manage, partition, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, in my name and for my benefit, upon such terms and conditions as my agent shall deem proper; and to execute, acknowledge and deliver all instruments necessary to effectuate the foregoing.

(h) To open and maintain savings, checking, money market, certificate of deposits, retirement accounts and other accounts in my name or otherwise in any bank or financial institution or with any insurance or brokerage firm; to make, receive and endorse checks, drafts, or other commercial or mercantile instruments, deposit and withdraw funds, specifically including withdrawals from any savings account or savings and loan deposits; to acquire and redeem certificates of deposit and to utilize and manage such accounts; and to deal generally in my behalf with any instrument for the payment of money in which I may have an interest.

(i) To borrow from time to time such sums of money upon such terms as my agent shall deem appropriate for, or in relation to, any of the purposes or objects described herein, upon the security of any of my property whether real or personal, or otherwise, and for such purposes to give, execute, deliver and acknowledge mortgages with such powers and provisions as my agent may think proper, and also such notes, bonds, or other instruments as may be necessary or proper in connection therewith; provided, however, that if I am married, my agent may not mortgage my homestead property without joinder of my spouse or my spouse's legal guardian. Joinder by my spouse may be accomplished by the exercise of authority in a durable power of attorney executed by my joining spouse, and either my spouse or I may appoint the other as attorney-in-fact and agent.

(j) To apply for a Certificate of Title upon, and endorse and transfer title thereto for, any automobile, truck, pickup, van, motorcycle, all terrain vehicle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

(k) To conduct or participate in any lawful business of whatever nature for me and in my name; execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; enter into voting trusts and other agreements or subscriptions; elect or employ officers, directors and agents; carry out the provisions of any agreement for the sale of any business interest or stock therein; and exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options.

(l) To make, execute and file any and all declarations, joint or separate returns, waivers, consents, claims and other instruments or forms (including, without limitation, IRS Form 2848 Power of Attorney and Petition of Appeal to the United States Tax Court) relating to federal, state, municipal and other taxes or assessments, including income, transfer, property, excise and other taxes of

whatever nature and whether imposed or required by any domestic or by any foreign authority, and in connection with any such taxes or assessments due or claimed or believed to be due from me or in respect of any property or rights which I may own or in which I may have any interest.

(m) To represent me before any office of the Internal Revenue Service, state agency, or any other governmental or municipal body or authority of whatever nature, domestic or foreign, and to conduct and transact any case, claim or matter whatsoever in connection therewith; to receive confidential information regarding tax matters for all periods, whether before or after the execution of this instrument; and to make tax elections.

(n) To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power.

(o) To employ as investment counsel, custodians, brokers, accountants, appraisers, attorneys at law or other agents, such persons, firms or organizations, including my said agent and any firm of which my said agent may be a member or employee, as deemed necessary or desirable; to pay such persons, firms or organizations such compensation as is deemed reasonable; and to determine whether or not to act upon the advice of any such agent without liability for acting or failing to act thereon.

**2. Banking and Investment Powers.** In addition to paragraph 1, my agent shall have the general authority to engage in the following banking and investment transactions pursuant to section 709.2208 of the Florida Statutes:

(a) Establish, continue, modify, or terminate an account or other banking arrangement with a financial institution.

(b) Contract for services available from a financial institution, including renting a safe-deposit box or space in a vault.

(c) 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.

(d) Receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them.

(e) Purchase cashier's checks, official checks, counter checks, bank drafts, money orders, and similar instruments.

(f) 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.

(g) Apply for, receive, and use debit cards, electronic transaction authorizations, and traveler's checks from a financial institution.

(h) Use, charge, or draw upon any line of credit, credit card, or other credit established by the principal with a financial institution.

(i) Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

(j) Buy, sell, and exchange investment instruments (as such term is defined in section 709.2208(2) of the Florida Statutes).

(k) Establish, continue, modify, or terminate an account with respect to investment instruments.

(l) Pledge investment instruments as security to borrow, pay, renew, or extend the time of payment of a debt of the principal.

(m) Receive certificates and other evidences of ownership with respect to investment instruments.

(n) 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.

(o) Sell commodity futures contracts and call and put options on stocks and stock indexes.

**3. Estate Planning Powers.** Notwithstanding paragraphs 1 and 2 and section 709.2201 of the Florida Statutes, my agent shall lawfully have, by virtue of this general durable power of attorney, the authority to exercise only those specifically enumerated estate planning powers listed below for which I have signed or initialed next to (provided the exercise is consistent with my agent's duties, and the exercise is not otherwise prohibited by another agreement or instrument):

(a) \_\_\_\_\_ Create or change rights of survivorship; create or change a beneficiary designation; and waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

(b) \_\_\_\_\_ Make gifts to my spouse or any charitable organization. All such gifts may be outright, in trust, or to any legal guardian or custodian, as my agent deems appropriate, even if my agent is such trustee, guardian, or custodian.

(c) \_\_\_\_\_ Amend, modify, or revoke any inter vivos trust created by me or on my behalf provided such trust instrument explicitly provides for amendment, modification, revocation, or termination by my agent.

(d) \_\_\_\_\_ Create an inter vivos trust and transfer any or all assets of mine to any such trust even if my agent is a trustee of such trust.

(e) \_\_\_\_\_ To withdraw from any trust, whether revocable or irrevocable, in which I have a current beneficial interest, such amounts of the principal or accrued or collected but undistributed income of such trusts as I would be permitted to receive or withdraw, pursuant to any right of receipt or withdrawal contained in such trusts.

(f) \_\_\_\_\_ To exercise any 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; to renounce or disclaim any property, powers of appointment or other interest otherwise passing to me by testate or intestate succession or by inter vivos transfer.

(g) \_\_\_\_\_ Consent to, pursuant to Internal Revenue Code Section 2513, as amended, the splitting of a gift made by my spouse in an amount per donee not to exceed the aggregate annual gift tax exclusions for both me and my spouse.

(h) \_\_\_\_\_ Make gifts to my children and my more remote lawful descendants of so much of my property, including (but not limited to) any cash, securities, life insurance policies, and real property, as my agent deems appropriate for their comfort and care, and to continue my program of giving annually to each of my children which may include amounts equal to the annual federal gift tax exclusion (presently fourteen thousand dollars (\$15,000) per donee, under Internal Revenue Code Section 2503(b), as amended) or amounts that may use all or part of my remaining unified credit (as determined under Internal Revenue Code Section 2010), or twice any of the foregoing amounts if my spouse agrees to be treated as having made one-half of such gifts under Internal Revenue Code Section 2513, as amended. All such gifts may be outright, in trust, or to any legal guardian or custodian under any applicable Uniform Transfers (or Gifts) to Minors Act, as my agent deems appropriate, even if my agent is such trustee, guardian, or custodian.

4. Limitations. Notwithstanding the powers contained in this general durable power of attorney, my agent shall not:

(a) Perform duties under a contract that requires the exercise of personal services by me.

(b) Make any affidavit as to my personal knowledge.

(c) Vote in any public election on my behalf.

(d) Execute or revoke any will or codicil on my behalf.

(e) Exercise powers and authority granted to me as trustee or as court-appointed fiduciary.

5. Interpretation and Governing Law. This instrument is to be construed and interpreted as a general durable power of attorney as provided for in section 709.2101 of the Florida Statutes (or its successor provision). This instrument is executed and delivered in the State of Florida, and the laws of the State of Florida shall govern all questions as to the validity of this power and the construction of its provisions. However, it is my intention that this power of attorney shall be exercisable in any other state or jurisdiction where I may have any property or interests in property, provided, however, if I have executed a separate instrument to be governed under the laws of another state or jurisdiction where I may have any property or interests in property, it is my intention that the other instrument shall be controlling as to the property or interests in property in that other state or jurisdiction to the extent the other instrument is valid and enforceable under the laws of that other state or jurisdiction.

6. Third-Party Reliance. Third parties may rely upon the representations of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent shall incur any liability to me or to my estate, beneficiaries, or joint owners as a result of permitting my agent to exercise any power 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 on a duly executed counterpart of this instrument, or a copy certified by my agent to be a true copy of the original hereof, as fully and completely as if such third party had received the original of this instrument.

7. Revocation of Prior Instruments. By this instrument I hereby revoke any power of attorney, durable or otherwise, that I may have executed prior to the date of this general durable power of attorney, excluding any (i) health care power of attorney or similar instrument or (ii) any other power of attorney on a form provided by a financial institution granting powers specifically over the accounts and/or assets held with such financial institution. I hereby confirm all acts of my agent pursuant to this power. Any act that is done under this power between the revocation of this instrument and notice of that revocation to my agent shall be valid unless the person claiming the benefit of the act had notice of that revocation.

8. Disability of Principal. **THIS DURABLE POWER OF ATTORNEY IS NOT TERMINATED BY THE SUBSEQUENT INCAPACITY OF THE PRINCIPAL EXCEPT AS PROVIDED IN CHAPTER 709, FLORIDA STATUTES, OR ANY SUCCESSOR PROVISION OF LAW.**

IN WITNESS WHEREOF, I have hereunto set my hand and seal the \_\_\_\_ day of \_\_\_\_\_, 2020.

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

Signed, sealed and delivered  
in presence of:

Signature of Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Signed, sealed and delivered  
in presence of:

Signature of Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Address

[Notarial Block to Follow]

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

We, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, the Principal and the Witnesses, respectively, whose names are signed to the attached or foregoing instrument, having been sworn, declared to the undersigned officer that the Principal, in the presence of the Witnesses, signed the instrument as her General Durable Power of Attorney and that she signed voluntarily and that each of the witnesses, in the presence of the Principal and in the presence of each other, signed the instrument as a witness and that to the best of the knowledge of each witness, the Principal was at the time eighteen or more years of age, of sound mind and under no constraint or undue influence.

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Acknowledged and subscribed before me by \_\_\_\_\_, the Principal, who is personally known to me or who has produced \_\_\_\_\_ as identification, and sworn to and subscribed before me by the witnesses, \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and subscribed by me in the presence of the Principal and the subscribing witnesses, all on the \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of Florida  
(Print or Stamp Name, Commission # and Expiration below)