

DURABLE POWER OF ATTORNEY EFFECTIVE ON EXECUTION

I, **Joe Doe**, a **married man**, who resides at **[address, city, and county]**, Michigan, designate **Sue Roe** as my attorney in fact (the agent) on the following terms and conditions:

1. **Authority to act.** The agent is authorized to act as a fiduciary for me under this power of attorney and shall exercise all powers in my best interests and for my welfare.

2. **Powers of the agent.** The agent may perform any act and exercise any power with regard to my property and affairs that I could do personally, including exercising all of the specific powers set forth below:
 - a. **Collection and management.** Collect, hold, maintain, improve, invest, lease, or otherwise manage any or all of my real or personal property or any interest in it.

 - b. **Buying and selling.** Purchase, sell, mortgage, grant options, or otherwise deal in any way with any real property, including real property described on the attached schedule; personal property, tangible or intangible; or any interest in it, on whatever terms the agent considers to be proper, including the power to buy U.S. Treasury Bonds that may be redeemed at par; to pay federal estate tax; and to sell or transfer treasury securities.

 - c. **Borrowing.** Borrow money, execute promissory notes, and secure any obligation by mortgage or pledge.

 - d. **Business.** Conduct and participate in any kind of lawful business of any nature, including the right to sign partnership agreements; continue, reorganize, merge, consolidate, recapitalize, close, liquidate, sell, or dissolve any business; and vote, assign, sell, or transfer stock, including the exercise of any stock options and the carrying out of any buy-sell agreement.

 - e. **Banking.** Receive and endorse checks and other negotiable paper and deposit and withdraw funds (by check or withdrawal slip) that I now have on deposit or to which I may be entitled in the future, in or from any bank, savings and loan, or other institution.

- f. **Tax returns and reports.** Prepare, sign, and file separate or joint income, gift, and other tax returns and other governmental reports and documents; consent to any gift; file any claim for a tax refund; and represent me in all matters before the Internal Revenue Service.
- g. **Safe-deposit boxes.** Have access to and remove any property or papers from any safe-deposit box registered in my name alone or jointly with others.
- h. **Proxy rights.** Act as my agent or proxy for any stocks, bonds, shares, or other investments, rights, or interests I may hold now or in the future.
- i. **Government benefits.** Apply to any governmental agency for any benefit or government obligation to which I may be entitled.
- j. **Employment benefits.** Make, exercise, waive, or consent to any and all elections and/or options that I may have regarding any benefits provided or available to me through my employment.
- k. **Legal and administrative proceedings.** Engage in any administrative or legal proceedings or lawsuits in connection with any matter under this power.
- l. **Life insurance.** Exercise any incidents of ownership I may possess with respect to policies of insurance, except policies insuring the life of my agent.
- m. **Transfers in trust.** Transfer any interest I may have in property, whether real or personal, tangible or intangible, to the trustee of any trust that I have created for my benefit.
- n. **Delegation of authority.** Engage and dismiss agents, counsel, and employees, in connection with any matter, on whatever terms my agent determines.
- o. **Restrictions on the agent's powers.** Regardless of the above statements, my agent (1) may not execute a will, a codicil, or any will substitute on my behalf; (2) may not change the beneficiary on any life insurance policy that I own; (3) may not make gifts on my behalf; and (4) may not exercise any powers that would cause assets of mine to be considered taxable to my agent or to my agent's estate for purposes of any income, estate, or inheritance tax.
3. **Durability.** This power of attorney is not affected by my subsequent disability or incapacity, or by the lapse of time, and it shall continue in effect until my death or until I revoke it in writing. The agent shall have no duty to act and shall incur no liability to me or to my estate for failing to take any action under this power of attorney before receiving written notice from me requesting the agent to act or, alternatively, receiving written notice that, in the opinion of two licensed physicians, I

am unable to act due to either disability or incapacity, in which case the agent shall immediately begin to act.

4. **Reliance by third parties.** Third parties may rely on the representations of the agent in all matters regarding powers granted to the agent. No person who acts in reliance on the representations of the agent or the authority granted under this power of attorney shall incur any liability to me or to my estate for permitting the agent to exercise any power before actual knowledge that the power of attorney has been revoked or terminated by operation of law or otherwise.

5. **Indemnification of the agent.** No agent named or substituted in this power shall incur any liability to me for acting or refraining from acting under this power, except for that agent's own misconduct or negligence.

6. **Original counterparts.** Photocopies or facsimile reproductions of this signed power of attorney shall be treated as original counterparts.

7. **Revocation.** I revoke any previous power of attorney that I may have given to deal with my property and affairs as stated in this document.

8. **Compensation.** The agent shall be reimbursed for reasonable expenses incurred while acting as agent and may receive reasonable compensation for acting as agent.

9. **Governing Law.** This document shall be governed by the laws of the State of Michigan.

10. **Appointment of fiduciary by court.** I nominate **Sue Roe** to serve as guardian over my person and conservator over my estate if a protective proceeding over my person or estate is commenced after the execution of this power of attorney. If Sue Roe is unable or unwilling to act, I nominate **Larry Roe** to serve in her place.

11. **Substitute agent.** If **Sue Roe** is, at any time, unable or unwilling to act, I then appoint **Larry Roe** as my agent.

Dated: _____

/s/ _____

Joe Doe
[Address, telephone]

Witness 1

Dated: _____

/s/ _____

[Typed name]
[Address, telephone]

Witness 2

Dated: _____

/s/ _____

[Typed name]
[Address, telephone]

STATE OF MICHIGAN)
_____ COUNTY)

Acknowledged before me in [county] County, Michigan, on [date] by [name of person acknowledged].

/s/ _____

[Notary public's name, as it appears on application for commission]

Notary public, State of Michigan, County of [county].

My commission expires [date].

[If acting in county other than county of commission: Acting in the County of [county].]

Acknowledgment of Duties Under a Durable Power of Attorney

I, **Sue Roe** have been appointed as the attorney in fact for **Joe Doe**, the principal, under a durable power of attorney dated _____. By signing this document, I acknowledge that if and when I act as attorney in fact, all of the following apply:

1. Except as provided in the durable power of attorney, I must act in accordance with the standards of care applicable to fiduciaries acting under durable powers of attorney.
2. I must take reasonable steps to follow the instructions of **Joe Doe**.
3. On the request of **Joe Doe**, I must keep **Joe Doe** informed of my actions. I must provide an accounting to **Joe Doe** on the request of the principal, to a guardian or conservator appointed on behalf of **Joe Doe** on the request of that guardian or conservator, or pursuant to judicial order.
4. I cannot make a gift from **Joe Doe's** property, unless provided for in the durable power of attorney or by judicial order.
5. Unless provided in the durable power of attorney or by judicial order, I, while acting as attorney in fact, will not create an account or other asset in joint tenancy between the principal and me.
6. I must maintain records of my transactions as attorney in fact, including receipts, disbursements, and investments.
7. I may be liable for any damage or loss to **Joe Doe**, and may be subject to any other available remedy, for a breach of fiduciary duty owed to the principal. In the durable power of attorney, the principal may exonerate me of any liability to the principal for a breach of fiduciary duty except for actions committed by me in bad faith or with

reckless indifference. An exoneration clause is not enforceable if inserted as the result of my abuse of a fiduciary or confidential relationship to the principal.

8. I may be subject to civil or criminal penalties if I violate my duties to **Joe Doe**.

Dated: _____

/s/ _____
Sue Roe

Drafted by and when recorded return to:
[Name and address of drafting attorney]