

Durable Power of Attorney, Agreement and Indemnification

NOT FOR USE IN PUERTO RICO

This document constitutes a Power of Attorney which authorizes your Agent identified in Section 2 below to make decisions or act on your behalf (the Principal) with regard to one or more of your Account(s) identified in Section 1 below (“Account[s]”) with your introducing broker-dealer, also as identified in Section 1 (hereafter “Financial Organization”).

Important information for the Principal

- This form CANNOT be used to appoint an investment advisor as Power of Attorney for your Account(s).
- Your Financial Organization does not require you to use of this form of Power of Attorney and you may submit another validly executed form of power of attorney for review.
- This form revokes other powers of attorney that you have previously executed and provided to your Financial Organization. If you do not want this form to revoke any powers of attorney previously provided to your Financial Organization you must complete the Non-Revocation section (Section 5) below.
- This form cannot be used to designate an agent on a custodial, estate, guardianship or corporate account. For a complete list of account types that can utilize this Power of Attorney please contact your Financial Organization.
- For trust accounts, your trust must permit the appointment of an Agent/Attorney-in-Fact for the trust account.
- You should select someone you trust to serve as your Agent. This Power of Attorney Form creates a “durable” Power of Attorney, meaning generally that the Agent’s authority will continue until you die, you revoke the power of attorney, your Agent resigns or your Agent is unable to act for you.
- Your Agent must be a U.S. citizen or resident alien maintaining a valid U.S. mailing address.
- Your Agent will be able to make decisions and act with respect to your Account(s) (including your money) whether or not you are able to act for yourself. Your Agent will have the authority to spend your money and to buy, sell, transfer and dispose of any assets in the Account(s) you identify herein without informing you, including assets you may acquire in the future. You can request information from your Agent at any time.
- This Power of Attorney does not authorize your Agent to make health-care decisions for you.
- You have the right to revoke or terminate this durable Power of Attorney at any time, so long as you are competent.
- Depending on your state of residence, this form of Power of Attorney must be signed in the presence of one or more witnesses, notarized, or sometimes both. Additionally, many states require that witnesses and notaries be disinterested persons, e.g. not the notary; the agent; related to either the principal or agent by blood or marriage. You should review the laws of the state in which you reside to confirm the execution requirements. We will require the signatures of the agent(s) and principal to be notarized for this form. Depending on your state, this form may also require additional execution requirements.
- If you are a resident of California, Delaware, Maine, Michigan, New Hampshire or Pennsylvania, you and/or your Agent must review, sign, and return the applicable state disclosures at the end of this document. You should review the laws of your state for any additional requirements.
- The Financial Organization or its clearing firm, Pershing LLC, reserves the right to reject this form if it is not complete or if it is not properly executed in accordance with the requirements of your state of residence.
- This Power of Attorney becomes effective immediately upon execution, subject to the rights of the Financial Organization or its clearing firm, Pershing LLC, to reject the Power of Attorney as set forth above.
- **If you have questions about the Power of Attorney or the authority you are granting to your Agent, you should seek legal advice before signing this form.**

SECTION 1. ACCOUNT OWNER AND ACCOUNT INFORMATION

Financial Organization Name	
Account Title	Account Number
Account Holder(s) Primary State of Residence	

Action Required: Review and sign, as applicable, State Specific Notices beginning on page 8 of this document.

SECTION 2. APPOINTMENT AND DESIGNATION OF AGENT

I, as owner of the Account(s) indicated in Section 1 above, hereby authorize _____, and _____ (whose information appears below in Section 3 below and whose signature appears below), as my authorized Agent (s), to act for me and on my behalf in connection with my Account(s) with the Financial Organization as indicated in Section 1.

SECTION 3. AGENT INFORMATION

This form can be used to appoint one or more agents. If additional agents are required, please include additional copies of this page when submitting the form.

Agent 1

Name		Social Security Number
Address		
City	State	Zip

Co-Agent 2

Name		Social Security Number
Address		
City	State	Zip

SECTION 4. POWERS TO BE GRANTED TO AGENT

I, as owner of the Account(s) indicated in Section 1 above, hereby grant the individual(s) identified in Section 2, as my Agent, the following powers as indicated below with respect to my Account(s):

Note: Initial in the space provided below in order to grant your Agent EITHER Limited Authority over your Account(s) or Full Authority over your Account(s). You can only make ONE selection.

Initial

Limited Authority

- Make purchases, sales or trades of securities, as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or trades.
- Redeem or liquidate assets and securities in my Account(s).
- Request to receive statements of my Account(s), notices, and/or any other documents and information regarding my Account(s) or the investments in my Account(s). If you would like your Agent to receive duplicate statements, you or your Agent must contact your Financial Organization.

Initial

Full Authority

- Make purchases, sales or trades of securities, as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or trades.
- Redeem or liquidate assets and securities in my Account(s).
- Deliver or distribute assets and securities from any of my Account(s) and make payment of moneys, without restriction, to any one or more persons (specifically including my Agent himself or herself) as my Agent may order and direct.
- Transfer securities and assets from or among my Account(s) including, but not limited to, initiating IRA rollovers or Roth IRA conversions.
- Pledge assets in my Account(s) including the ability to enter into a Margin Agreement or otherwise to borrow, pay, renew or extend the time of payment of a debt of the principal.
- Establish new Account(s) in my name or on my behalf and modify or terminate any existing Account(s).
- Change the address of record or mailing address for any of my Account(s).
- Request and receive statements of my Account(s), notices, and or any other documents and information regarding my Account(s) or the investments in my Account(s). If you would like your Agent to receive duplicate statements, you or your Agent must contact your Financial Organization.

Grant of Authority to Designate or Change Beneficiaries (OPTIONAL)

- CAUTION: Granting any authority to your Agent to appoint or remove beneficiaries on your Account(s) will give your Agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. By granting these powers to your Agent, s/he may be able to designate him/herself as the beneficiary of your Account(s).

- | |
|--------------|
| Initial
X |
|--------------|

 I hereby grant the Agent(s) identified in Section 2 the power to designate beneficiaries or change existing beneficiaries for the applicable Account(s) identified in Section 1.

SECTION 5. ACKNOWLEDGEMENT OF NON-REVOCATION OF PRIOR POWERS OF ATTORNEY

This document revokes any other powers of attorney that the Principal has previously executed and provided to the Financial Organization, unless the undersigned has specified otherwise in the box below.

- | |
|--------------|
| Initial
X |
|--------------|

 INITIAL HERE TO NOT REVOKE
PRIOR POWERS OF ATTORNEY

SECTION 6. AGENT ACKNOWLEDGEMENT OF APPOINTMENT, AGREEMENT AND INDEMNIFICATION

By signing below as the Agent, I hereby acknowledge, affirm and agree as follows:

- I am the individual identified as the Agent above and I have read and understand the terms of this Power of Attorney, including any applicable state specific disclosures below, and I accept the authority granted under this Power of Attorney.
- I agree to be bound by the terms and provisions of this form and agreement and all applicable state notices herein.
- I agree to be bound by any and all terms and conditions provided in any agreement(s) related to the Account(s) identified above.
- I am not associated with a member of the Financial Industry Regulatory Authority ("FINRA") and I agree to provide the Financial Organization prompt written notice if I become so associated in accordance with FINRA rules.
- The Principal is now alive and has not, at any time, revoked or repudiated this Power of Attorney. This Power of Attorney remains in full force and effect and I am unaware of any pending or anticipated action or proceeding challenging the capacity of the Principal or for the appointment of a guardian over the Principal.
- I have no notice or knowledge of any facts indicating that this Power of Attorney has been modified in any way that would affect my ability hereunder to act as Agent.
- If any of the Account(s) are trust accounts and I have been appointed as Agent by a trustee, I certify that the appointment as Agent for the trustee is authorized by the Trust Agreement.
- I am not being paid for investment advisory services in connection with my appointment as Agent with respect to the Account(s).
- I must act in good faith including using my special skills or expertise on behalf of the principal and do what I know the Principal reasonably expects me to do with the Principal's Account(s), or, if I do not know the Principal's expectations, act in the Principal's best interest.
- I will act loyally for the Principal's benefit and avoid conflicts that would impair my ability to act in the Principal's best interest.
- I will not issue instructions that are inconsistent with the interests of the Principal, or my responsibilities and obligations as Agent.
- I will keep my assets and property separate and apart from those of the Principal.
- I will keep a record of all receipts, disbursements and transactions made on behalf of the Principal.
- I must disclose my identity as an Agent whenever I act for the Principal by writing or printing the name of the Principal and signing my own name as "Agent" in the following manner: (Principal's Name) by (My Signature) as Agent.
- The Financial Organization and Pershing LLC may restrict my ability as Agent to disburse funds or securities from the Account(s) if they reasonably believe that financial exploitation of the Principal or Agent has occurred, is occurring, has been attempted or will be attempted.
- I will stop acting on behalf of the Principal if I learn of any event that terminates this Power of Attorney or if my authority under this Power of Attorney has been restricted for any reason.
- I will advise the Financial Organization and Pershing LLC immediately if this Power of Attorney is revoked, terminated or if the Principal becomes deceased.
- This Power of Attorney is continuing and shall remain in full force and effect until revoked by the Principal, the Principal's death, my removal as Agent, or my resignation as Agent, by satisfactory written notice addressed to the Financial Organization and delivered to the Financial Organization's office at its address.
- The Financial Organization and Pershing LLC shall not be responsible or liable for any acts or omissions by me. I hereby do fully indemnify and hold the Financial Organization and Pershing LLC, their successors, whether by merger, consolidation or otherwise, and assigns, harmless for any losses, liability, claims and costs (including reasonable attorney's fees) resulting from any actions, transactions, withdrawals or transfers made in accordance with my instructions or my failure to provide instructions as Agent. My agreement to indemnify the Financial Organization and Pershing LLC will be binding on my heirs, executors, administrators, successors, and assigns.
- I acknowledge that in order for the Financial Organization and/or Pershing to continue to rely upon this Power of Attorney, I may be required to complete an "Affirmation of Full Force and Effect" form every three years.

SECTION 6A. EXECUTION BY AGENT

NOTE: This form must be notarized. In addition, if the Principal is a resident of California, Delaware, Maine, Michigan, New Hampshire or Pennsylvania, the Principal and Agent(s) must read, review, sign, and return the applicable state disclosures at the end of this document.

Agent 1

Print Name	Date
Signature X	

Notarization
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____ County of _____
On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

[SEAL]

Signature _____

Co-Agent

Print Name	Date
Signature X	

Notarization
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____ County of _____
On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

[SEAL]

Signature _____

SECTION 7. ACCOUNT OWNER ACKNOWLEDGEMENT, AGREEMENT AND INDEMNIFICATION

By signing below as Principal and owner of the Account(s) above, I hereby acknowledge, affirm and agree as follows:

- I am the owner of the Account(s) identified above and I have read and understand the terms of this Power of Attorney, including any applicable state specific disclosures below. I agree to be bound by the terms and provisions of this form and agreement and all applicable state notices herein.
- The Financial Organization is authorized to follow the instructions of my Agent identified above with respect to all of the powers set forth in this Power of Attorney, provided that such instructions are permissible under the terms of the agreement(s) applicable to each of the Account(s).
- With respect to the powers granted by me to my Agent, my Agent is authorized to act for me in the same manner and with the same force and effect as I might or could do with respect to my Account(s), as well as with respect to all other things necessary or incidental thereto.
- If any of the Account(s) are trust accounts, I certify that I am the trustee of those trust account(s) and the Trust Agreements authorize me to appoint an Agent to act in my place as trustee.
- The Financial Organization is authorized to act on instructions received from my Agent as authorized in this Power of Attorney without any duty to inquire as to their accuracy or suitability. The Financial Organization and/or Pershing LLC are not obligated to monitor the Agent or his/her activities for any of the Account(s).
- I acknowledge that the actions of my Agent with respect to my Account(s) may cause me to incur tax liabilities, including an increase in taxable ordinary income and/or capital gains, and have granted this authority to my Agent with the knowledge that I will be personally liable for any resulting increase in taxes.
- The exercise of powers by my Agent pursuant to this Power of Attorney are fully binding upon me and I hereby ratify and confirm any and all transactions made by my Agent for the Account(s).
- The Financial Organization and Pershing LLC shall not be responsible or liable for any acts or omissions of my Agent. I hereby do fully indemnify and hold my Financial Organization and Pershing LLC, their successors, whether by merger, consolidation or otherwise, and assigns, harmless for any losses, liability, claims and costs (including reasonable attorney's fees) resulting from any actions, transactions, withdrawals or transfers made in accordance with the instructions of my Agent or the failure of my Agent to provide instructions. My agreement to indemnify my Financial Organization and Pershing LLC will be binding on my heirs, executors, administrators, successors and assigns. This agreement to indemnify will survive the expiration or revocation of the Power of Attorney.
- I acknowledge that Pershing LLC will not provide me with any investment, legal, tax or accounting advice, and that its employees and agents are not authorized to give any such advice, whether in connection with this Power of Attorney or on whether this form satisfies the requirements under the laws of the state of my residence. In making this Power of Attorney, I agree that I will consult with and rely upon my own advisors and not Pershing LLC.
- This Power of Attorney is continuing and shall remain in full force and effect until revoked by the Principal, the Principal's death, the resignation or removal of the Agent by satisfactory written notice addressed to the Financial Organization and delivered to the Financial Organization's office at its address.
- If I have appointed more than one agent to act on my behalf as co-agents, I authorize each of my Agents to act independently of the other and without the need for the consent of the other. If one Agent pre-deceases the other, resigns or is removed, I agree that the Financial Organization and Pershing LLC can rely solely on the instructions of the remaining co-Agent.
- The Financial Organization and Pershing LLC can freeze the Account(s) and/or delay any transaction or disbursement in the Account(s) if they receive conflicting or inconsistent instructions from me as Principal and my Agent(s) or between/among co-Agents, and I agree that the Account(s) can remain frozen until the conflict or inconsistency is resolved to the satisfaction of the Financial Organization and/or Pershing LLC or upon receipt of an order from a court of competent jurisdiction directing the Financial Organization and/or Pershing LLC as to how they should proceed.
- The Financial Organization and/or Pershing LLC may restrict my ability to disburse funds or securities and/or make purchases or sales of securities from the Account(s) if they reasonably believe that financial exploitation of the Principal or Agent has occurred, is occurring, has been attempted or will be attempted.
- The Financial Organization and Pershing LLC shall not be responsible or liable for any acts or omissions by me. I hereby do fully indemnify and hold my Financial Organization and Pershing LLC, their successors, whether by merger, consolidation or otherwise, and assigns, harmless for any losses, liability, claims and costs (including reasonable attorney's fees) resulting from any actions, transactions, withdrawals or transfers made in accordance with the instructions or failure to provide instructions by my Agent(s). My agreement to indemnify the Financial Organization and Pershing LLC will be binding on my heirs, executors, administrators, successors, and assigns.
- This Power of Attorney does not alter or supersede other agreements entered into by the Principal with the Financial Organization or Pershing LLC. This Power of Attorney does not limit other rights of your Financial Organization or Pershing LLC regarding your Account(s).
- The terms of this agreement and its enforcement shall be governed by the laws of the state of New York without giving effect to its conflicts of laws provisions.

SECTION 7A. EXECUTION BY PRINCIPAL

This form must be notarized. In addition, depending on the state of residence of the Principal, this form of Power of Attorney must be signed by the Principal in the presence of one or more witnesses, notarized, or sometimes both. You should review the laws of for the state in which you reside to confirm the execution requirements.

NOTE: If the Principal is a resident of California, Delaware, Maine, Michigan, New Hampshire or Pennsylvania, the Principal and Agent(s) must read, review, sign, and return the applicable state disclosures at the end of this document.

I, _____,

the principal, sign my name to this power of attorney this _____ day of _____ and, being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my power of attorney and that I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the power of attorney and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.

Principal/Account Owner

Print Name	Date
Signature X	

This form must be notarized. In addition, some states may require a power of attorney to be notarized and witnessed (by one or two witnesses); or only witnessed by two witnesses. Additionally, many states require that witnesses and notaries be disinterested persons, e.g. not the notary; the agent; related to either the principal or agent by blood or marriage; the attending physician or mental health care provider for the principal; the home care provider; or the adult family home or long term care facility provider where the principal resides. Please review the laws of your state as requirements may vary for notarization and witnessing.

Notarization*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____ County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

[SEAL]

Signature _____

*Notaries in California may use the California statutory notarization as a separate addendum.

Witness 1

I, _____,
the witness, sign my name to the foregoing power of attorney being first duly sworn and do declare to the undersigned authority that the principal signs and executes this instrument as the principal's power of attorney and that the principal signs it willingly, or willingly directs another to sign for the principal, and that I, in the presence and hearing of the principal, sign this power of attorney as witness to the principal's signing and that to the best of my knowledge the principal is eighteen years of age or older, of sound mind and under no constraint or undue influence.

Print Name	Date
Address	
Signature X	

Witness 2

I, _____,
the witness, sign my name to the foregoing power of attorney being first duly sworn and do declare to the undersigned authority that the principal signs and executes this instrument as the principal's power of attorney and that the principal signs it willingly, or willingly directs another to sign for the principal, and that I, in the presence and hearing of the principal, sign this power of attorney as witness to the principal's signing and that to the best of my knowledge the principal is eighteen years of age or older, of sound mind and under no constraint or undue influence.

Print Name	Date
Address	
Signature X	

STATE SPECIFIC NOTICES: COMPLETE AND RETURN IF APPLICABLE

NOTICE FOR CALIFORNIA RESIDENTS PURSUANT TO CAL. PROB. CODE § 4128

Notice To Person Executing Durable Power Of Attorney This notice must also be read and signed by the Attorney-in-Fact.

A durable power of attorney is an important legal document. By signing the durable power of attorney, you are authorizing another person to act for you, the principal. Before you sign this durable power of attorney, you should know these important facts: Your agent (Attorney-in-Fact) has no duty to act unless you and your agent agree otherwise in writing. This document gives your agent the powers to manage, dispose of, sell, and convey your real and personal property, and to use your property as security if your agent borrows money on your behalf. This document does not give your agent the power to accept or receive any of your property, in trust or otherwise, as a gift, unless you specifically authorize the agent to accept or receive a gift.

Your agent will have the right to receive reasonable payment for services provided under this durable power of attorney unless you provide otherwise in this power of attorney. The powers you give your agent will continue to exist for your entire lifetime, unless you state that the durable power of attorney will last for a shorter period of time or unless you otherwise terminate the durable power of attorney. The powers you give your agent in this durable power of attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property.

You can amend or change this durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this durable power of attorney at any time, so long as you are competent. This durable power of attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If it is signed by two witnesses, they must witness either:

- The signing of the power of attorney.
- The principal's signing or acknowledgment of his or her signature.

Agent

Print Name	Date
Signature X	

A durable power of attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded. You should read this durable power of attorney carefully. When effective, this durable power of attorney will give your agent the right to deal with property that you now have or might acquire in the future. The durable power of attorney is important to you. If you do not understand the durable power of attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

Notice To Person Accepting The Appointment As Attorney-In-Fact

By acting or agreeing to act as the agent (Attorney-in-Fact) under this power of attorney you assume the fiduciary and other legal responsibilities of an agent. These responsibilities include:

- The legal duty to act solely in the interest of the principal and to avoid conflicts of interest.

The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you. You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this power of attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the power of attorney, you may be prosecuted for fraud and/or embezzlement. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse under Penal Code Section 368. In addition to criminal prosecution, you may also be sued in civil court. I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the agent (Attorney-in-Fact) under the terms of this power of attorney.

NOTICE FOR DELAWARE RESIDENTS PURSUANT TO DELAWARE CODE, TITLE 12, CHAPTER 49A, ET SEQ.

Notice To Person Executing Durable Power Of Attorney. This notice must also be read and signed by the Attorney-in-Fact below.

Notice To Principal

As the person signing this durable power of attorney you are the Principal.

The purpose of this power of attorney is to give the person you designate (your "Agent") broad powers to handle your property, which may include powers to sell, dispose of, or encumber any real or personal property without advance notice to you or approval by you.

This power of attorney does not authorize your Agent to make health-care decisions for you.

Unless you specify otherwise, your Agent's authority will continue even if you become incapacitated, or until you die or revoke the power of attorney, or until your Agent resigns or is unable to act for you. You should select someone you trust to serve as your Agent.

This power of attorney does not impose a duty on your Agent to exercise granted powers, but when powers are exercised, your Agent must use due care to act for your benefit and in accordance with this power of attorney.

Principal

Print Name	Date
Signature X	

Your Agent must keep your funds and other property separate from your Agent's funds and other property.

A court can take away the powers of your Agent if it finds your Agent is not acting properly.

The powers and duties of an Agent under a durable power of attorney are explained more fully in Delaware Code, Title 12, Chapter 49A, § 49A-114 and §§ 49A-201 through 49A-217.

If there is anything about this form that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

I have read or had explained to me this notice and I understand its contents.

Agent's Certification

I, (Name of Agent), have read the attached durable personal power of attorney and I am the person identified as the Agent or identified as the Agent for the Principal. To the best of my knowledge this power has not been revoked. I hereby acknowledge that, when I act as Agent, I shall:

- Act in accordance with the principal's reasonable expectations to the extent actually known to me and, otherwise, in the Principal's best interest;
- Act in good faith;
- Act only within the scope of authority granted in the personal power of attorney; and

- To the extent reasonably practicable under the circumstances, keep in regular contact with the principal and communicate with the principal.
- In addition, in the absence of a specific provision to the contrary in the durable personal power of attorney, when I act as Agent, I shall:
- Keep the assets of the Principal separate from my assets;
- Exercise reasonable caution and prudence; and
- Keep a full and accurate record of all actions, receipts and disbursements on behalf of the Principal.

Agent

Print Name	Date
Signature X	

NOTICE FOR MAINE RESIDENTS PURSUANT TO 18-A M.R.S. § 5-905

Notice to the Principal: As the “Principal” you are using this power of attorney to grant power to another person (called the Agent) to make decisions about your property and to use your property on your behalf. Under this power of attorney you give your Agent broad and sweeping powers to sell or otherwise dispose of your property without notice to you. Under this document your Agent will continue to have these powers after you become incapacitated. The powers that you give your Agent are explained more fully in the Maine Uniform Power of Attorney Act, Maine Revised Statutes, Title 18-C, Article 5, Part 9. You have the right to revoke this power of attorney at any time as long as you are not incapacitated. If there is anything about this power of attorney that you do not understand, you should ask an attorney to explain it to you.

Notice to the Agent: As the “Agent” you are given power under this power of attorney to make decisions about the property belonging to the Principal and to dispose of the Principal’s property on the Principal’s behalf in accordance with the terms of this power of attorney. This power of attorney is valid only if the Principal is of sound mind when the Principal signs it. When you accept the authority granted under this power of attorney, a special legal relationship is created between

you and the Principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. The duties are more fully explained in the Maine Uniform Power of Attorney Act, Maine Revised Statutes, Title 18-C, Article 5, Part 9 and Title 18-B, sections 802 to 807 and Title 18-B, chapter 9. As the Agent, you are generally not entitled to use the Principal’s property for your own benefit or to make gifts to yourself or others unless the power of attorney gives you such authority. If you violate your duty under this power of attorney, you may be liable for damages and may be subject to criminal prosecution. You must stop acting on behalf of the Principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events of termination are more fully explained in the Maine Uniform Power of Attorney Act and include, but are not limited to, revocation of your authority or of the power of attorney by the Principal, the death of the Principal or the commencement of divorce proceedings between you and the Principal. If there is anything about this power of attorney or your duties under it that you do not understand, you should ask an attorney to explain it to you.

NOTICE FOR MICHIGAN RESIDENTS PURSUANT TO MCLS § 700.5501

This notice must be read and signed by the Attorney-in-Fact.

I, _____,

have been appointed as attorney-in-fact for

_____,

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:

- (a) 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.
- (b) I must take reasonable steps to follow the instructions of the principal.
- (c) Upon request of the principal, I must keep the principal informed of my actions. I must provide an accounting to the principal upon request of the principal, to a guardian or conservator appointed on behalf of the principal upon the request of that guardian or conservator, or pursuant to judicial order.

- (d) I cannot make a gift from the principal’s property, unless provided for in the durable power of attorney or by judicial order.
- (e) Unless provided in the durable power of attorney or by judicial order, I, while acting as attorney-in-fact, shall not create an account or other asset in joint tenancy between the principal and me.
- (f) I must maintain records of my transactions as attorney-in-fact, including receipts, disbursements, and investments.
- (g) I may be liable for any damage or loss to the principal, and may be subject to any other available remedy, for 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 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.
- (h) I may be subject to civil or criminal penalties if I violate my duties to the principal.

Print Name	Date
Signature	
X	

NOTICE FOR NEW HAMPSHIRE RESIDENTS PURSUANT TO RSA 564-E:113

This notice must be read and signed by the Attorney-in-Fact.

I, _____,
have read the attached power of attorney and am the person identified as the agent for the principal. I hereby acknowledge that when I act as agent, I am given power under the power of attorney to make decisions about money, property, or both belonging to the principal, and to spend the principal's money, property, or both on the principal's behalf, in accordance with the terms of the power of attorney. When acting as agent, I have duties (called "fiduciary duties") to act in the principal's best interest, to act in good faith, and to act only within the scope of authority

granted in the power of attorney, as well as other duties imposed by law to the extent not provided otherwise in the power of attorney. As an agent, I am not entitled to use the money or property for my own benefit or to make gifts to myself or others unless the power of attorney specifically gives me the authority to do so. As an agent, my authority under the power of attorney will end when the principal dies and I will not have authority to manage or dispose of any property or administer the estate of the principal. If I violate a fiduciary duty under the power of attorney, I may be liable for damages and may be subject to criminal prosecution. If there is anything about the power of attorney, or my duties under it, that I do not understand, I understand that I should seek professional advice.

Print Name	Date
Signature X	

NOTICE FOR PENNSYLVANIA RESIDENTS PURSUANT TO 20 PA.C.S.A. § 5601

NOTICE

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.

THIS POWER OF ATTORNEY DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT, WHEN POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS POWER OF ATTORNEY.

YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.

YOUR AGENT MUST ACT IN ACCORDANCE WITH YOUR REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY YOUR AGENT AND, OTHERWISE, IN YOUR BEST INTEREST, ACT IN GOOD FAITH AND ACT ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED BY YOU IN THE POWER OF ATTORNEY.

THE LAW PERMITS YOU, IF YOU CHOOSE, TO GRANT BROAD AUTHORITY TO AN AGENT UNDER POWER OF ATTORNEY, INCLUDING THE ABILITY TO GIVE AWAY ALL OF YOUR PROPERTY WHILE YOU ARE ALIVE OR TO SUBSTANTIALLY CHANGE HOW YOUR PROPERTY IS DISTRIBUTED AT YOUR DEATH. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD SEEK THE ADVICE OF AN ATTORNEY AT LAW TO MAKE SURE YOU UNDERSTAND IT.

A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.

THE POWERS AND DUTIES OF AN AGENT UNDER A POWER OF ATTORNEY ARE EXPLAINED MORE FULLY IN 20 PA.C.S. CH. 56.

IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER OF YOUR OWN CHOOSING TO EXPLAIN IT TO YOU.

I HAVE READ OR HAD EXPLAINED TO ME THIS NOTICE AND I UNDERSTAND ITS CONTENTS.

Principal

Print Name	Date
Signature X	

(D) ACKNOWLEDGMENT EXECUTED BY AGENT. AN AGENT SHALL HAVE NO AUTHORITY TO ACT AS AGENT UNDER THE POWER OF ATTORNEY UNLESS THE AGENT HAS FIRST EXECUTED AND AFFIXED TO THE POWER OF ATTORNEY AN ACKNOWLEDGMENT IN SUBSTANTIALLY THE FOLLOWING FORM:

I, _____,
HAVE READ THE ATTACHED POWER OF ATTORNEY AND AM THE

PERSON IDENTIFIED AS THE AGENT FOR THE PRINCIPAL. I HEREBY ACKNOWLEDGE THAT WHEN I ACT AS AGENT:

I SHALL ACT IN ACCORDANCE WITH THE PRINCIPAL'S REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY ME AND, OTHERWISE, IN THE PRINCIPAL'S BEST INTEREST, ACT IN GOOD FAITH AND ACT ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED TO ME BY THE PRINCIPAL IN THE POWER OF ATTORNEY.

Agent

Print Name	Date
Signature X	