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**GENERAL DURABLE POWER OF ATTORNEY**

**OF**

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## GENERAL DURABLE POWER OF ATTORNEY

I, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_ County, Michigan, make this General Durable Power of Attorney (“Power”), and appoint \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ County, Michigan, as my attorney-in-fact (“Agent”) with the following powers to be exercised in my name and for my benefit:

**1. General Grant of Power**

To do anything that I have a right or duty to do, now or in the future.

**2. Real and Personal Property**

To maintain, transfer, encumber, and manage any of my real and personal property.

**3. Motor Vehicles**

To apply for a certificate of title upon, and endorse and transfer title thereto, for any automobile, 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 assignments.

**4. Business**

To collect money and manage my real and personal property, to transact business for me, to conduct any business in which I may be engaged, and to carry out or amend any agreement to which I may be a party.

**5. Borrow**

To borrow money and sign promissory notes that are either unsecured or secured by any of my real or personal property.

**6. Debts and Expenses**

To pay bills and other debts and all reasonable expenses for the management of my property and the support of myself and my dependents, including reasonable compensation for the services of my Agent and agents my Agent may employ in the management of any of my affairs.

**7. Banking**

To carry on all my ordinary banking business by depositing funds (by check or other negotiable paper) and withdrawing funds (by check or withdrawal slip) in and from any bank, savings and loan, or other financial institution.

**8. Safe Deposit Box**

To access, or to withdraw or change the contents of, any safe deposit box of which I am tenant or co-tenant.

**9. Investments**

To invest in stock, bonds, and any other investment which my Agent may deem proper; to receive and reinvest stock dividends, sign proxies, vote at stockholder meetings, and sell shares of stock; to reduce the interest rate of any mortgage or land contract; to instruct any brokerage firm with respect to these investments.

**10. Insurance and Employee Benefit Plans**

To exercise all powers concerning any insurance policies in which I may have an interest; except my Agent will have no power over life insurance policies I may own on my Agent's life; to exercise all powers concerning employee benefit plans.

**11. Social Security and other Governmental Benefits**

To apply for social security and other governmental benefits to which I may be entitled, and to endorse government checks that are payable to me.

**12. Legal Actions and Settlements**

To begin or defend any legal actions and settle any claims that involve me or my property.

**13. Tax Returns**

To prepare, sign and file income or other tax returns and other tax related documents; to pay taxes and any interest or penalty on or additions to taxes; to represent me before any administrative tax authority; to pay taxes and employ agents for any of these purposes for all tax years.

**14. Gifts**

To continue to complete any gifts or gift program of mine with any of my real estate or personal property, to my spouse, any of my children, their spouses, or their descendants, or to any charitable organization; to make such gifts as my Agent may deem proper either outright, in trust, and in custodianship, and including charitable gifts and charitable pledges, all in the sole discretion of my Agent.

**15. Funding of Trusts**

To make any transfer of my property to any Revocable Living Trust of which I am the Settlor or Irrevocable Trust of which I am the Grantor established prior to my incapacity.

**16. IRA Accounts**

To deal with my IRA accounts with respect to making investments, transfers and taking minimum distributions required in compliance with all tax laws including, but not limited to:

- a. opening or closing accounts within my IRA accounts.
- b. making withdrawals from my IRA accounts and to direct that the distribution of these funds be made to other checking or savings accounts or as a cash withdrawal.

- c. withdrawing a minimum distribution as required by the law.
- d. changing the title on my accounts from sole owner to a revocable living trust, if a revocable living trust has been established.
- e. making a roll-over contribution to or from my deceased spouse's retirement account and to or from my retirement account.
- f. making a roll-over contribution from one IRA account that I own to another IRA account.
- g. closing my IRA accounts with one financial institution and making a roll-over contribution to another financial institution.
- h. closing my IRA accounts and withdrawing all the funds.
- i. acting in my name as current or future rules and regulations require.

**17. Restrictions on Agent's Powers**

My Agent:

- a. cannot sign a Will, or Codicil (amendment to a will), or Trust on my behalf; however, my Agent can sign a custodial agreement with a bank which has trust powers.
- b. cannot divert my assets to my Agent or my Agent's creditors or estate, except as a gift described in paragraph 14.
- c. is a fiduciary and possesses no general or limited power of appointment.
- d. has no authority to exercise any powers, the exercise of which would cause my assets to be considered as taxable in my Agent's estate for federal estate tax or any state's inheritance or estate tax.

**18. Interpretation and Governing Law**

This document is to be interpreted under Michigan law as a general durable power of attorney. Paragraph headings are for convenience only and must not be used to interpret this document. Statements of specific powers do not restrict general powers granted to my Agent.

**19. Third-Party Reliance**

Third parties have the right to rely on my Agent's representation of any power that I have granted to my Agent. Any person who relies on these representations will not be liable to me or my estate for his reliance. To induce third parties to rely on this Power, I warrant that if this Power is revoked by me or otherwise terminated, I will indemnify any third party from any loss suffered or liability incurred in good faith reliance on the authority of my Agent before the third

party knows of revocation or termination. This warranty binds my personal representatives and successors.

**20. Photographic Copies**

My Agent has the right to make copies of this Power, and anyone has the right to rely on these copies as though they were originals. Anyone who relies on my Agent's representations, or on a copy of this Power, will not be liable for permitting my Agent to act under this Power.

**21. Power of Substitution**

My Agent shall perform all and every act and thing whatsoever requisite and necessary to be done, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation. I hereby ratify and confirm all that my Agent, or my Agent's substitute or substitutes, shall lawfully do or cause to be done by virtue hereof.

**22. Termination**

This Power will not be affected by my disability or by any uncertainty as to whether I am alive, but will be terminated by my written revocation or by my death.

**23. HIPAA Authorization**

This instrument is meant to be an unlimited, full and complete authorization for the release of any and all protected medical information as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC 1320d and 45 CFR 160-164, as amended, and under the rules and regulations thereunder, and covers all protected information. It is understood that my attorney to whom this authorization is given has my permission to use and disseminate this information in my attorney's sole discretion.

- a. I intend for my attorney to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by HIPAA.
- b. I authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health care provider, any insurance company and the Medical Information Bureau, Inc. or other health care clearinghouse that has provided treatment or services to me or that has paid for or is seeking payment from me for such services to give, disclose and release to my attorney, without restriction, all my individually identifiable health information and medical records, including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness and drug or alcohol abuse.
- c. The authority given my attorney shall supersede any prior agreement that I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information.

d. The authority given my attorney has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

**24. Alternate Attorney-In-Fact**

In the event \_\_\_\_\_ is unable to act for any reason whatsoever, then I appoint \_\_\_\_\_, of \_\_\_\_\_, Michigan, as my attorney-in-fact with full power and authority to act under this Power of Attorney.

**25. Revocations.**

I hereby revoke any and all prior General Durable Powers of Attorney executed by me.

Date: \_\_\_\_\_

**Witnessed by:**

**Signed by:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Acknowledged before me in Oakland County, Michigan, on \_\_\_\_\_, by \_\_\_\_\_.

***Notary Stamp:***

***Notary Signature:***

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