

**REDLINED COMPARISON OF FLORIDA-COMPLIANT DURABLE  
POWER OF ATTORNEY FOR CHANGES FROM ELDERDOCX  
VERSION 2013.04 TO VERSION 2014.01.**

**Power of Attorney**

**of**

**Paul Dough**

**(February 11, 2014)**

LAW OFFICES  
**TOURNEY LAW OFFICES**  
ELDER CARE PLANNING AND ADMINISTRATION  
123 ANY WAY  
SUITE 300  
ANYTOWN, FLORIDA 12345  
(555) 555-5555

# **Power of Attorney of Paul Dough**

I, Paul Dough of 123 Throwita Way, Someplace, Florida, am creating a durable power of attorney intended to comply with the Florida Power of Attorney Act (part II of chapter 709, Florida Statutes) as amended from time to time. I hereby revoke all powers of attorney previously granted by me as Principal and terminate all Agency relationships created by me except:

- (i) powers granted by me under any state statutory short form durable power of attorney;
- (ii) powers granted by me under any Designation of Health Care Surrogate;
- (iii) powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to and withdraw funds from accounts to which I am a signatory; and
- (iv) powers granting access to a safe deposit box.

## **Article One Appointment of Agent**

### **Section 1.01 Appointment**

I appoint John Dough to serve as my Agent.

### **Section 1.02 Authority to Delegate**

Any serving Agent may delegate, in writing, any of the Agent's authority to any other Agent that I have designated in this Power of Attorney to serve with the delegating Agent or as a successor Agent. The serving Agent making a delegation under this provision may revoke the delegation at any time.

### **Section 1.03 Self-Dealing by Spouse or Descendant**

This Section only applies if my spouse (if I become married) or a descendant of mine is serving as my Agent.

My agent may engage in acts of self-dealing, even if state law restricts acts of self-dealing. Unless expressly prohibited by another provision of this Power of Attorney, my Agent may enter into transactions on my behalf in which my Agent is personally interested, so long as the terms of such transaction are fair to me. For example, my Agent may purchase property from me at its fair market value without court approval.

#### **Section 1.04 Prior or Joint Agent Unable to Act**

A successor Agent, or an Agent serving jointly with another Agent, may establish that the acting Agent or joint Agent has resigned, died, become incapacitated, is no longer qualified to serve, or declined or otherwise failed to serve as Agent by signing an affidavit to that effect. The affidavit may (but need not) be supported by a death certificate of the Agent, a certificate showing that a guardian or conservator has been appointed for the Agent, a letter from a physician stating that the Agent is incapable of managing his or her own affairs, or a letter from the Agent stating his or her unwillingness to act or delegating his or her power to the successor Agent.

## **Article Two**

### **Effectiveness of Appointment - Durability Provision**

#### **Section 2.01 Effectiveness**

The authority granted to my Agent under this Power of Attorney shall be effective immediately upon signing.

#### **Section 2.02 Durability**

This Power of Attorney is not terminated by lapse of time or my subsequent incapacity, except as provided in section 709.2109, Florida Statutes.

#### **Section 2.03 Termination of Power of Attorney**

This Power of Attorney shall expire at the earlier of:

- (i) adjudication that I am totally or partially incapacitated by a court, unless the court determines that certain authority granted by this Power of Attorney is to be exercisable by my Agent;
- (ii) my death (except for post-death matters allowed under state law); or
- (iii) my revocation of this Power of Attorney.

#### **Section 2.04 Suspension of Agent's Authority**

If any person initiates judicial proceedings to determine my incapacity or for the appointment of a guardian advocate, the authority granted under this Power of Attorney is suspended until the petition is dismissed or withdrawn or the court enters an order authorizing my Agent to exercise one or more powers granted under this Power of Attorney.

## **Article Three General Powers**

I grant my Agent the powers described in this Article so that my Agent may act on my behalf. In addition, my Agent may do everything necessary to exercise the powers listed below.

My Agent may exercise any power described in this Power of Attorney on my behalf with respect to any real property I now own or may acquire in the future, including, but not limited to, the real property described in Schedule A attached hereto.

### **Section 3.01 United States Armed Forces Missing Status**

Pursuant to section 709.2119(6), Florida Statutes, the acts of my Agent are as valid and binding on me or my estate as if I were alive and competent if, in connection with any activity pertaining to hostilities in which the United States is then engaged, I am officially listed or reported by a branch of the United States Armed Forces in a missing status as defined in 37 U.S.C. Section 551 or 5 U.S.C. Section 5561, regardless of whether I am dead, alive, or incompetent.

In such a case, homestead property held as tenants by the entireties may not be conveyed until 1 year after the first official report or listing of me as missing or missing in action. An affidavit of an officer of the Armed Forces having maintenance and control of the records pertaining to those missing or missing in action that I have been in that status for a given period is conclusive presumption of the fact.

### **Section 3.02 Real and Personal Property Sales and Purchases**

Unless specifically limited by the other provisions of this Power of Attorney, in particular, the provisions of Section 3.01, my Agent may:

- (i) sell, exchange, and convey any interest I own in any kind of property, real or personal, including homestead property under Florida law or the laws of any other state, and determine the terms of sale and grant options with regard to sales;
- (ii) dispose of sales proceeds on my behalf as my Agent determines is appropriate;
- (iii) buy any kind of property, real or personal, including homestead property under Florida law or the laws of any other state, and determine the terms for buying property and may obtain options to buy property;
- (iv) arrange to insure purchased property, and otherwise arrange for its safekeeping;
- (v) borrow money for the purposes described in this Section and to secure the loan in any manner my Agent determines is appropriate, and repay the loan from my funds;
- (vi) pay for any purchases made; and
- (vii) repay any cash advanced from my credit cards.

### **Section 3.03 Real Property Management**

My Agent may manage any real property I now own or may acquire in the future, including my personal residence and homestead property under Florida law or the laws of any other state. Unless specifically limited by the other provisions of this Power of Attorney, my Agent may:

- (i) declare, create, or execute a homestead on my personal residence under Florida law or the laws of any other state; and terminate, abandon, release, or give a waiver on any interest I have in a homestead;
- (ii) lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease or option extends beyond the term of this Power of Attorney;
- (iii) eject and remove tenants or other persons from property, and recover the property by all lawful means;
- (iv) collect and sue for rents;
- (v) execute occupancy agreements on my behalf;
- (vi) pay, compromise, or contest tax assessments and apply for tax assessment refunds;
- (vii) subdivide, partition, develop, dedicate property to public use without consideration, and grant or release easements over my real property;
- (viii) maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon, and alter all or any part of my real property;
- (ix) employ laborers;
- (x) obtain or vacate plats and adjust boundaries;
- (xi) adjust differences in the property's value on exchange or partition by giving or receiving consideration;
- (xii) release or partially release real property from a lien;
- (xiii) enter into any contracts, covenants, and warranty agreements regarding my real property that my Agent considers appropriate; and
- (xiv) encumber property, including homestead property under Florida law or the laws of any other state, by mortgage or deed of trust.

### **Section 3.04 Homestead Property Limitation**

In accordance with section 709.2201(2)(b), Florida Statutes, if I become married, my Agent may not mortgage or convey homestead property without joinder of my spouse or my spouse's guardian. Joinder by my spouse may be accomplished by the exercise of authority in a power of attorney executed by my spouse, and either my spouse or I may appoint the other as his or her Agent.

### **Section 3.05 Tangible Personal Property Management**

My Agent may manage any tangible personal property I now own or may acquire in the future. Unless specifically limited by the other provisions of this Power of Attorney, my Agent may:

- (i) lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease or option extends beyond the term of this Power of Attorney;
- (ii) recover my property by all lawful means;
- (iii) collect and sue for rents;
- (iv) pay, compromise or contest tax assessments and apply for tax assessment refunds;
- (v) maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and
- (vi) grant security interests in my property.

My Agent may accept tangible personal property as a gift or as security for a loan.

### **Section 3.06 Residence and Tangible Personal Property**

Without limiting any other authority granted in this Power of Attorney, if my Agent determines that I will never be able to return to my residence from a hospital, hospice, nursing home, convalescent home, or similar facility, my Agent may sell, lease, sublease, or assign my interest in my residence on terms and conditions that my Agent considers appropriate.

As it relates to items of tangible personal property remaining in my residence, my Agent may:

- (i) store and safeguard any items, and pay all storage costs;
- (ii) sell any items that my Agent believes I will never need again on terms and conditions that my Agent considers appropriate; or
- (iii) transfer custody and possession of any item to the person named in my estate planning documents as the person to receive that item upon my death.

### **Section 3.07 Bank Accounts and Banking Transactions**

My Agent has authority to conduct banking transactions as provided in section 709.2208(1), Florida Statutes.

If more than one Agent is serving concurrently under this Power of Attorney, the signature of any one of them is sufficient to endorse checks or drafts and to draw checks or drafts on my financial accounts.

### **Section 3.08 Investments and Investment Transactions**

My Agent has authority to conduct investment transactions as provided in section 709.2208(2), Florida Statutes. In addition, in accordance with section 709.2201(2)(a), Florida Statutes, my Agent may execute stock powers or similar documents on my behalf and delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other investment instruments into or out of my name or nominee's name.

### **Section 3.09 Business Operations**

My Agent may continue operating and managing any business in which I now or later own an interest for the period of time and in any manner my Agent considers appropriate. Unless specifically limited by the other provisions of this Power of Attorney, my Agent may:

- (i) act as a director, general or limited partner, or associate or officer of the business;
- (ii) select and vote for directors, partners, associates and officers of the business and enter into owners' agreements with other owners of any business in which I have an interest;
- (iii) execute agreements and amendments to agreements necessary to the operation of the business including, but not limited to, stockholder agreements, partnership agreements, buy-sell agreements and operating agreements for limited liability companies;
- (iv) hire and fire employees;
- (v) pay employees' salaries and provide for employee benefits;
- (vi) employ legal, accounting, financial and other consultants;
- (vii) continue, modify, terminate, renegotiate and extend any contracts with any person, firm, association or corporation;
- (viii) execute business tax returns and other government forms required for my business;
- (ix) pay all business related expenses;
- (x) transact business for me in my name and on my behalf;
- (xi) contribute additional capital to the business;
- (xii) change the name or the form of the business;
- (xiii) incorporate the business;
- (xiv) enter into a partnership agreement with other persons;
- (xv) join in a plan to reorganize or consolidate my business, or merge my business with any other business;

- (xvi) establish the value of the business under “buy-out” or “buy-sell” agreements to which I am a party;
- (xvii) create, continue or terminate retirement plans for my business’ employees and make contributions required by those plans;
- (xviii) advance money or other property to the business and make loans of cash or securities to the business as my Agent considers appropriate; and
- (xix) borrow for the business and secure any loans with business assets or my personal assets.

My Agent may sell, liquidate or close a business upon terms my Agent considers appropriate, including a sale in exchange for cash, a private annuity and an installment note or any combination of those arrangements.

### **Section 3.10 Partnership Interests**

My Agent may manage any general, limited or special partnership interest I own now or in the future. Unless specifically limited by the other provisions of this Power of Attorney, my Agent may:

- (i) exercise any right, power, privilege or option I may have or may claim under any contract with the partnership;
- (ii) modify or terminate my interest on terms and conditions my Agent considers appropriate;
- (iii) enforce the terms of the partnership agreement for my protection by instituting or maintaining any action, proceeding or otherwise as my Agent considers appropriate; and
- (iv) defend, arbitrate, settle or compromise any action or other legal proceeding to which I am a party because of my membership in the partnership.

### **Section 3.11 Obligations**

My Agent may collect all rights and benefits to which I am entitled now or in the future, including, but not limited to rights to, cash payments, property, debts, accounts, legacies, bequests, devises, dividends and annuities. In collecting my obligations, unless specifically limited by the other provisions of this Power of Attorney, my Agent may demand, sue for, arbitrate, settle, compromise, receive, deposit, expend for my benefit, reinvest or otherwise dispose of these matters as my Agent determines appropriate.

### **Section 3.12 Legal Actions**

My Agent may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits or proceedings involving me in any way. This authority includes, but is not limited to, claims by or against me arising out of property damage or personal injury suffered by or caused by me or under circumstances such that

the resulting loss may be imposed on me. My Agent may otherwise engage in litigation involving me, my property or my legal interests, including any property, interest or person for which or whom I have or may have any responsibility.

### **Section 3.13    Fiduciary Positions**

My Agent may resign or renounce for me any fiduciary position I hold now or in the future including personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation and any governmental or political office or position. In so doing, my Agent may file an accounting with the appropriate court of competent jurisdiction or settle on the basis of a receipt, release or other appropriate method.

### **Section 3.14    My Spouse**

If I become married, my Agent (including my spouse acting as my Agent) may deal with my spouse on my behalf. In dealing with my spouse, my Agent may transfer, transmute, partition, or exchange any of my property interests, whether separate or community property, between my spouse and me. My Agent may enter into and execute on my behalf marital property agreements, partition or exchange agreements, transmutation agreements, or community property agreements, and may enforce, amend, or revoke any such agreements between my spouse and me, but only with respect to rights and obligations in property owned by my spouse, by me, or by both of us, and with respect to reclassification of ownership, management, and control of such property.

### **Section 3.15    My Support**

My Agent may do anything reasonably necessary to maintain my customary standard of living, including:

- (i) maintain my residence by paying all operating costs, including, but not limited to, interest on mortgages or deeds of trust, amortization payments, repairs and taxes, or by purchasing, leasing or making other arrangement for a different residence;
- (ii) provide normal domestic help;
- (iii) provide clothing, transportation, medicine, food and incidentals; and
- (iv) make all necessary arrangements, contractual or otherwise, for my care at any hospital, hospice, nursing home, convalescent home or similar establishment, or in my own residence should I desire it, and assure that all of my essential needs are met wherever I may be.

### **Section 3.16    Support of Dependents**

My Agent may make payments as my Agent deems necessary for the health, education, maintenance or support of my spouse (if I become married) and those my Agent determines to be dependent on me for support.

**Section 3.17 Recreation and Travel**

My Agent may, at my expense, allow me to engage in recreational and sports activities as my health permits, including travel.

**Section 3.18 Advance Funeral Arrangements**

My Agent may make advance arrangements for my funeral and burial, including a burial plot, marker and any other related arrangements that my Agent considers appropriate.

**Section 3.19 Memberships**

My Agent may establish, cancel, continue, or initiate my membership in organizations and associations of all kinds.

**Section 3.20 Online Accounts and Social Media**

My Agent may access, establish, cancel, or continue online accounts (through the Internet or other similar method) of all kinds on my behalf, wherever held and whether in my name alone or held jointly. My Agent is specifically authorized to request and change my access credentials to any online account, such as username, password, and secret question.

This authority specifically includes, but is not limited to, bank accounts, investment accounts, accounts with health care providers, social media accounts (like Facebook and Twitter), gambling and poker accounts, accounts with publishers, accounts for access to employee benefits, email accounts, accounts with Internet service providers, accounts to manage websites and website domain names, accounts with retail vendors, and accounts with utility companies.

**Article Four  
Additional Powers**

In addition to the powers specified in Article Three, my Agent has the powers specified in this Article. If a power specified in this Article conflicts with a power specified in Article Three, the power specified in this Article controls.

**Section 4.01 Fixtures and Personalty**

My Agent may engage in real estate transactions or transactions which involve any proprietary lease or stock evidencing my ownership of a cooperative apartment, including all fixtures and articles of personal property used in connection with the real property (my Agent may include such property in the deeds, mortgages, agreements, and any other instruments to be executed and delivered in connection with real estate transactions and which may be described in said instruments with more particularity).

#### **Section 4.02 Insurance Transactions**

My Agent may engage in insurance transactions, including applying for, maintaining, canceling, paying premiums on, increasing or decreasing coverage, collecting, borrowing from, transferring ownership, surrendering and/or purchasing insurance policies.

#### **Section 4.03 Estate Transactions**

My Agent may engage in estate transactions, including Receipt, Release and Refunding Agreements and Waivers and Consents.

#### **Section 4.04 Safe-Deposit Boxes**

My Agent may enter any safe-deposit box or other place of safekeeping standing in my name alone or jointly with another and to remove the contents and to make additions. In accordance with section 709.2114(1)(d), Florida Statutes, my Agent must create and maintain an accurate inventory each time my Agent accesses my safe-deposit box.

#### **Section 4.05 Business Succession Agreements**

My Agent may enter into buy/sell agreements and any other business succession agreements.

#### **Section 4.06 Loans and Notes**

My Agent may engage in all dealings with respect to loans and forgiveness of debts. My Agent may borrow money on such terms as my Agent may decide in his or her sole discretion, on a secured or unsecured basis, and to execute all notes, mortgages and other instruments relating to such, provided any such loan carries a fair market interest rate.

#### **Section 4.07 Government Agencies and Benefits**

My Agent has the unrestricted power to deal with and obtain maximum entitlements and benefits relating to the Social Security Administration, Veterans Administration, Social Services Departments, Social Security Disability Insurance, Supplemental Security Income, Medicaid, Medicare, Worker's Compensation and all other government benefits or entitlement programs, including claims, planning for eligibility, and submission of applications and appeals. In this regard, my Agent is authorized to execute and deliver any power of attorney or authorization to act form requested or required by a governmental agency. This power shall impose no affirmative duty on my Agent to provide information and/or documentation to any government agency.

#### **Section 4.08 Deal with Tax Authorities**

My Agent is authorized to:

- (i) deal with tax authorities, to execute and sign on my behalf any and all Federal, state, local and foreign income and gift tax returns (as authorized under Section 1.6012-1(a)(5) of Title 26 of the Code of Federal Regulations or under any state,

local, or foreign authority), including estimated returns and interest, dividends, gains and transfers, and to pay any taxes, penalties and interest due thereon;

- (ii) represent me or to sign an Internal Revenue Service Form 2848 (Power of Attorney or Declaration of Representative) or Form 8821 (Tax Information Authorization), or comparable authorization, appointing a qualified lawyer, certified public accountant or enrolled agent (including my Agent, if so qualified) to represent me before any office of the Internal Revenue Service, state, local or foreign taxing authority with respect to the types of taxes and years referred to above, and to specify on said authorization said types of taxes and years;
- (iii) receive from or inspect confidential information in any office of the Internal Revenue Service, state, local or foreign tax authority;
- (iv) receive and deposit, in any one of my bank accounts, or those of any revocable trust of mine, checks in payment of any refund of Federal, state, local or foreign taxes, penalties and interest;
- (v) execute waivers (and offers of waivers) of restrictions on assessment or collection of deficiencies in taxes and waivers of notice of disallowance of a claim for credit or refund;
- (vi) execute consents extending the statutory period for assessment or collection of such taxes; to execute Offers in Compromise and Closing Agreements under Section 7121 or comparable provisions of the Internal Revenue Code, as amended, or any federal, state, local or foreign tax statutes or regulations; and
- (vii) substitute another representative for any one of those previously appointed by me or my Agent, and to receive copies of all notices and other written communications involving my federal, state, local, or foreign taxes at such address as my Agent designates.

#### **Section 4.09 Health Care Decisions**

My Agent may make all health care decisions on my behalf, including, but not limited to those set forth in chapter 765, Florida Statutes. If I have executed a health care advance directive (including but not limited to a Designation of Health Care Surrogate) designating a Health Care Agent, the terms of the directive control if the directive and this Power of Attorney are in conflict.

#### **Section 4.10 HIPAA Authorization**

My Agent, and any successor Agent appointed in this power of attorney, shall have the power and authority of a designated representative for all purposes under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 42 U.S.C. Section 1320d and 45 C.F.R. Parts 160-164. My Agent and successor Agent are authorized to execute releases and other documents necessary to obtain disclosure of individually identifiable health information, medical records, and patient files, including psychotherapy notes. This information includes, but is not limited to, any written opinion or assessment of my

decision making capacity. This authorization and release apply to all information protected by HIPAA and shall only expire if I revoke this power of attorney.

#### **Section 4.11 Reimbursement of Health Care Agent**

My Agent may reimburse my Health Care Agent under any health care directive, including but not limited to a Designation of Health Care Surrogate, even if such Health Care Agent is my Agent, for any costs (including legal fees) reasonably incurred in or as a result of acting pursuant to such health care directive.

#### **Section 4.12 Employment of Professionals**

My Agent may retain, discharge, and pay, in the sole discretion of my Agent, for the services of attorneys, accountants, financial planners, geriatric care managers, social workers, and any other health care professionals. My Agent is not obligated to retain or pay for any health care professional on my behalf.

#### **Section 4.13 Gift-Splitting**

If I become married, my Agent may make, join, and consent to gifts by my spouse pursuant to Section 2513 of the Internal Revenue Code, even if such gifts exceed my aggregate annual gift tax exclusion amount under Section 2503(b) of the Internal Revenue Code.

#### **Section 4.14 Intent to Return Home**

It is my intention to return home if I should be in a hospital, rehabilitation center, or nursing home, and my Agent shall take all steps, including, but not limited to, executing any document, affidavit or Declaration of Intent to Return Home on my behalf, to effectuate the same.

#### **Section 4.15 Domicile**

My Agent may change or maintain my domicile and/or residency for any and all purposes and take any and all actions to effectuate the foregoing.

#### **Section 4.16 Nomination of Conservator**

I intend hereby to render unnecessary any future proceeding for a court-appointed Conservator in the event I become temporarily or permanently incapacitated or incompetent. Accordingly, I request, in the strongest possible terms, that any court that may receive or act upon a petition for the appointment of a Conservator should deny such petition so long as my Agent is acting under this power of attorney.

If a Conservator is ever appointed for me in spite of this request, I direct that the person serving, or named to serve, as my Agent under this power of attorney be named as my Conservator.

#### **Section 4.17 Business Activities**

My Agent may invest in, contribute to, establish, create, and fund any existing or newly created partnership, corporation, limited liability company, limited liability partnership, limited partnership, or other entity and to exercise all rights pertaining thereto.

#### **Section 4.18 Marital Agreements and Designation of Spouse as Agent**

If I become married, my Agent may enter into, modify, or amend any pre-nuptial or post-nuptial agreement to which I am or hereafter become a party. If a named Agent is my spouse, then this power of attorney as to that named Agent is automatically revoked, and that Agent is deemed to have resigned as Agent upon the filing of any separation or dissolution action between us.

#### **Section 4.19 Caregiver Agreements**

My Agent may enter into, execute, modify, alter or amend any contract or agreement (for example, a Caregiver Agreement or Personal Services Contract) pertaining to my medical, personal, or general care that I may require at my residence, assisted living facility, nursing facility, or in another's residence on my behalf. I expressly authorize my Agent to also serve as a caregiver under any such agreement and to be paid in accordance with the terms and conditions of such agreement, provided, however, that such services are compensated at fair market value.

#### **Section 4.20 Credit Cards**

My Agent may use any credit card in my name; to make purchases on my behalf; to open a new credit card account and to close any existing credit card account.

#### **Section 4.21 Domestic Pets**

My Agent may make reasonable expenditures for the care, maintenance, support, and general welfare of my domestic pets, if any. Specifically, and without limitation, my Agent may consent to and make reasonable expenditures for medical treatment, boarding, and kennel care of any of my domestic pets. I authorize any and all payments from my funds for pet care provided by any person or entity, including my Agent.

In addition, my Agent may acquire a domestic service pet if, in my Agent's sole discretion, such service pet will benefit me.

#### **Section 4.22 Spiritual and Religious Needs**

My Agent may arrange for the involvement of religious clergy or spiritual leaders in my care, provide said persons access to me at all times, arrange or maintain my membership in religious or spiritual organizations, and create opportunities for me to derive comfort and spiritual satisfaction from such activities, including the purchase of religious books, tapes and other materials.

**Section 4.23 Companionship**

My Agent may provide for such companionship for me, in the sole discretion of my Agent, as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself.

**Section 4.24 U.S. Mail**

My Agent may open, read, respond to, and redirect my mail, and represent me before the U.S. Postal Service in all matters relating to mail service.

**Article Five  
Special Powers**

In addition to the powers specified in Article Three and Article Four, my Agent has the powers specified in this Article. If a power specified in this Article conflicts with a power specified in Article Three or Article Four, the power specified in this Article controls.

My initials underneath *Yes* below are intended to comply with section 709.2202(1), Florida Statutes, which requires me to initial or sign next to enumerations of certain authorities in order for my Agent to exercise the authorities. My initials underneath *No*, if any, are intended to indicate that I do not want my Agent to have that authority.

**Section 5.01 Disclaimers and Statutory Elections**

Yes	No	My Agent may make statutory elections and renounce or disclaim any interest in property by testate or intestate succession or by inter vivos transfer consistent with Florida law.
(initials)	(initials)	

**Section 5.02 Powers of Appointment**

Yes	No	My Agent may exercise in whole or in part, or decline to exercise, or disclaim my rights under any special or general power of appointment or any rights retained by me in any trust or otherwise, whether or not any such trust or other instrument was created by me or others.
(initials)	(initials)	

**Section 5.03 Trusts**

Yes	No	My Agent may create and fund inter vivos trusts of any type, whether revocable or irrevocable, and whether or not I am a beneficiary.
(initials)	(initials)	

Yes	No	With respect to any trust created by me or on my behalf, my Agent may amend, modify, revoke, or terminate the trust, but only if the trust instrument explicitly provides for amendment, modification, revocation, or termination by an Agent. Further, my Agent may add property to an
(initials)	(initials)	

existing or subsequently created trust, and accept transfers or distributions from any trustee of any trust, including any trust over which I have a right of receipt or withdrawal, whether as grantor, beneficiary, or otherwise.

Yes      No  
\_\_\_\_\_  
(initials) (initials)

Also, and without limiting the authority granted to my Agent in this Section, my Agent may:

- (i) create and fund a self-settled special needs trust in accordance with United States Code, Title 42, Section 1396p(d)(4)(A);
- (ii) create and fund a qualified income trust in accordance with United States Code, Title 42, Section 1396p(d)(4)(B) if such a trust should be deemed necessary to qualify me for Medicaid benefits, and make arrangements for the diversion of my income to such a trust as necessary to comply with applicable Medicaid rules and regulations, as are more particularly set forth in the Economic Self Sufficiency Manual Section 1840.0110;
- (iii) sign all necessary documents to allow me to join any trust qualifying under United States Code, Title 42, Section 1396p(d)(4)(C) and transfer any portion of my assets to such trust;
- (iv) create a trust for the care of my domestic pets in accordance with section 736.0408, Florida Statutes;
- (v) create a trust, the terms of which provide for the creation of a qualifying supplemental needs trust for my spouse (if I become married) in accordance with section 732.2025(8), Florida Statutes; and
- (vi) create a trust, the terms of which provide for the creation of an elective share trust for my spouse (if I become married) in accordance with section 732.2025(2), Florida Statutes.

**Section 5.04      Annuities**

Yes      No  
\_\_\_\_\_  
(initials) (initials)

My Agent may waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan. My Agent may withdraw from, transfer ownership, surrender, or purchase any commercial annuity, private annuity, or grantor retained annuity trust.

**Section 5.05      Gifting Powers**

Yes      No  
\_\_\_\_\_  
(initials) (initials)

Notwithstanding any other provision of this Power of Attorney, my Agent may make gifts of any interest I have in real or personal property (“my property”) to any person or entity, in any amount, including my Agent.

Yes _____ (initials)	No _____ (initials)	Unless otherwise specified above, the value of any gift made pursuant to this Section may exceed the annual dollar limits of the federal gift tax exclusion under Section 2503(b) of the Internal Revenue Code.
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**Section 5.06      Qualified Plans**

Yes _____ (initials)	No _____ (initials)	Notwithstanding the provisions of Section 1.03 of this Power of Attorney, my Agent may deal in all respects with any Qualified Plan or Individual Retirement Account that I may own and to make any and all available elections or beneficiary designations on my behalf. If I become married and my spouse is a participant in a Qualified Plan or Individual Retirement Account, I authorize my Agent to effect any waiver of my rights to any portion of said Plan or to any payout arrangement which may require my consent or approval by law, under any such Plan, or otherwise.
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**Section 5.07      Estate and Long Term Care Planning**

Yes _____ (initials)	No _____ (initials)	A. Notwithstanding the provisions of Section 1.03 of this Power of Attorney, my Agent may engage in estate and long term care planning in furtherance of achieving asset preservation. Property transfers made pursuant to the authority granted herein may be made without restriction as to the value of the transfer, and shall, for all purposes, be deemed to have been “in my best interest” if: (1) made in accordance with the provisions of this section; and (2) made in the context of estate planning, financial planning, Medicaid planning, long term care planning, or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters. My Agent may engage in such planning based on all relevant factors, including:
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- (i) the value and nature of my property;
- (ii) my foreseeable obligations and need for maintenance;
- (iii) minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes; and
- (iv) eligibility for a benefit, a program, or assistance under a statute or government regulation.

Yes _____ (initials)	No _____ (initials)	B. Notwithstanding the provisions of Section 1.03 of this Power of Attorney, my Agent may take any action necessary to effectuate the foregoing, including to qualify me for Social Security Benefits, Supplemental Security Income, Veterans Benefits, Medicaid or any other government benefit program. Such actions may include but shall not be limited to the following:
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- (i) convert non-exempt resources into exempt resources;
- (ii) divest me of assets, without restriction as to the value of the divestment;

- (iii) if I become married and my Agent is my spouse, my spouse may protect our assets, whether owned by me alone, my spouse alone, or by us together as husband and wife, so that my spouse's impoverishment because of my health care costs can be avoided, by whatever lawful methods that might be available;
- (iv) sign a Spousal Refusal (if I become married, and even if my Agent is my spouse);
- (v) sign an Assignment of Support (if I become married, and even if my Agent is my spouse);
- (vi) if I become married, divide community property assets equally or unequally between my spouse and me, without restriction as to the difference of the value of our shares, if any;
- (vii) sign an application for Medical Assistance or any other government benefit program;
- (viii) serve as representative payee;
- (ix) if I become married, transfer the family residence to a spouse who does not need long-term health or nursing care, without restriction as to the value of the transfer;
- (x) make home improvements and additions to my family residence;
- (xi) pay off, partly or in full, any encumbrance on my family residence;
- (xii) purchase a family residence, if I do not own a family residence;
- (xiii) purchase a more expensive family residence; and
- (xiv) attend and represent me at Fair Hearings.

**Section 5.08 Ownership and Rights of Survivorship**

Yes	No	Notwithstanding the provisions of Section 1.03 of this Power of Attorney, my Agent may select, create, or change the rights of survivorship on any and all of my property, whether real or personal, including bank and investment accounts, insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests, and may do so by any means, including by changing ownership, such as adding a joint owner. My Agent may designate survivorship rights among one or more remaindermen and may designate the form of title among multiple remaindermen, including, but not limited to, as tenants in common, joint tenants, community property, or tenants by the entirety.
(initials)	(initials)	

Yes	No	In particular, my Agent may execute any deed designating beneficiaries, including an enhanced life estate deed (also known as a "ladybird" deed), including with respect to my homestead property, if any, and may conduct
(initials)	(initials)	

any and all transactions with full power and authority in my Agent to sell, convey, mortgage, lease, and otherwise dispose of the property in accordance with the terms of the deed.

**Section 5.09 Beneficiary Designations**

Yes	No	Notwithstanding the provisions of Section 1.03 of this Power of Attorney, my Agent may select, create, or change beneficiary designations on any and all of my property, whether real or personal, including bank and investment accounts, insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests.
(initials)	(initials)	

**Section 5.10 Exercise of Power in Favor of Agent**

Unless this Power of Attorney provides otherwise, any Agent, including an Agent who is not my ancestor, spouse, or descendant may exercise authority to create in the Agent, or in an individual to whom the Agent owes a legal obligation of support, an interest in my property, whether by gift, right of survivorship, beneficiary designation, disclaimer, or otherwise.

**Article Six  
Incidental Powers**

My Agent may perform those acts and execute and deliver those legal documents necessary or appropriate to the exercise of the powers set forth in this Power of Attorney, including, but not limited to, the following incidental powers.

**Section 6.01 Court Proceedings**

My Agent may commence any court proceedings necessary to protect my legal rights and interests under this Power of Attorney including, but not limited to:

- (i) actions for declaratory judgments from any court of competent jurisdiction interpreting the validity of this Power of Attorney and any of the acts sanctioned by this Power of Attorney; provided, however, that my Agent need not seek a declaratory judgment to perform any act sanctioned by this Power of Attorney;
- (ii) actions for mandatory injunctions requiring any person or entity to comply with my Agent’s directions as authorized by this Power of Attorney; and
- (iii) actions for actual and punitive damages and the recoverable costs and expenses, including reasonable attorney’s fees, of such litigation against any person or entity who negligently or willfully fails or refuses to follow my Agent’s directions as authorized by this Power of Attorney.

## **Section 6.02 Document Execution**

My Agent may sign, execute, endorse, seal, acknowledge, deliver and file or record all appropriate legal documents necessary to exercise the powers granted under this Power of Attorney.

## **Section 6.03 Custody of Documents**

My Agent may take, give or deny custody of my important documents, including my Will and any codicils, trust agreements, deeds, leases, life insurance policies, contracts or securities. My Agent may disclose or not disclose the whereabouts or contents of those documents as my Agent believes appropriate.

# **Article Seven Limitation on Powers**

All powers granted to my Agent under this Power of Attorney are subject to the limitations set forth in this Article.

## **Section 7.01 Limitation on Authority of Agent**

In accordance with section 709.2201(3), Florida Statutes, notwithstanding the authority of my Agent granted in this Power of Attorney, my Agent may not:

- (i) perform duties under a contract that requires the exercise of my personal services;
- (ii) make any affidavit as to my personal knowledge;
- (iii) vote in any public election on my behalf;
- (iv) execute or revoke any will or codicil for me; or
- (v) exercise powers and authority granted to me as trustee or as court-appointed fiduciary.

## **Section 7.02 Tax Sensitive Powers**

No individual serving as my Agent may exercise any fiduciary power or discretion if the exercise of that power or discretion would:

- (i) cause any income generated by my property to be attributed to my Agent for federal income tax purposes;
- (ii) cause the value of any property subject to this Power of Attorney to be included in my Agent's gross estate for federal estate tax purposes;
- (iii) cause any distribution made or allowed to be made by my Agent to be treated as a gift from my Agent; or
- (iv) discharge a legal obligation of my Agent.

If the exercise of a power by my Agent under this Power of Attorney would cause any of the foregoing results, any other Agent that I have designated in this Power of Attorney to serve with the Agent or as a successor Agent may exercise the power or discretion, so long as the such exercise would not also cause any of the foregoing results. The other Agent acting for this purpose must be an individual who is not related or subordinate to my Agent within the meaning of Section 672(c) of the Internal Revenue Code.

## **Article Eight**

### **Administrative Powers and Provisions**

This Article contains certain administrative powers and provisions that facilitate the use of the Power of Attorney and that protect my Agent and those who rely upon my Agent.

#### **Section 8.01 Compensation and Reimbursement to Agent**

If my Agent is one of the following, then my Agent is entitled to compensation that is reasonable under the circumstances:

- (i) my spouse (if I become married);
- (ii) my heir within the meaning of section 732.103, Florida Statutes;
- (iii) a financial institution that has trust powers and a place of business in Florida;
- (iv) an attorney who is licensed in Florida;
- (v) a certified public accountant who is licensed in Florida; or
- (vi) a natural person who is a resident of Florida and who has never been an Agent for more than three principals at the same time.

My Agent is entitled to reimbursement of expenses reasonably incurred on my behalf.

#### **Section 8.02 Release of Information**

My Agent may release and obtain, as the case may be, any and all information regarding my financial investments, taxes, and estate planning, including any information or documents regarding stocks, bonds, certificates of deposit, bank accounts, tax returns, retirement accounts, pension plans, wills, trusts, powers of attorney, advance directives, and any other documents or information regarding my financial affairs, taxes, or estate planning from my attorneys-at-law, financial advisors, insurance professionals, accountants, stockbrokers, stock transfer agents, and any other persons having such information.

I release these persons or entities from any liability for releasing the above-referenced information to my Agent in reliance on this Section.

If my Agent is an attorney-at-law or other accounting or financial professional, the professional regulations of my Agent's profession and federal law may prohibit my Agent

from releasing information about my financial affairs to others if I am a client of my Agent. This instrument, therefore, is a limited waiver of any privilege (such as the attorney-client privilege) that I have established with any Agent as a client. The privilege is waived for the limited purpose of permitting my Agent to perform his or her duties under this Power of Attorney.

### **Section 8.03 Agent Authorized to Employ My Attorney**

My Agent may employ the attorney who prepared this Power of Attorney or any other attorney employed by me in connection with my estate plan or business matters and I specifically:

- (i) waive any and all conflicts of interest that might arise through such employment;
- (ii) authorize the attorney to make full disclosure of my estate plan and business to the Agent; and
- (iii) authorize the attorney to accept the engagement.

### **Section 8.04 Fiduciary Eligibility of Agent**

My Agent is eligible to serve in any other fiduciary capacity for me or for my benefit, including trustee, guardian, conservator, committee, executor, administrator, or personal representative.

### **Section 8.05 Amendment and Revocation**

I may amend or revoke this Power of Attorney at any time. Amendments to this document must be made in writing by me personally (not by my Agent) and must be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

If this Power of Attorney is amended or revoked, no person will incur any liability to me or my estate as a result of permitting my Agent to exercise any power authorized by this Power of Attorney prior to that person's receipt of notice that it was amended or revoked.

### **Section 8.06 Resignation**

My Agent may resign by the execution of a written resignation delivered to me (or my guardian if I am incapacitated and one has been appointed for me) and to any Agent serving together with the resigning Agent, or if none, to the next successor Agent. If I am incapacitated, notice may be delivered to any person with whom I am residing or who has my care and custody.

### **Section 8.07 Notice**

In accordance with section 709.2121, Florida Statutes, notice of the events described in this Section will be provided as specified.

A notice, including a notice of revocation, notice of partial or complete termination by adjudication of incapacity or by the occurrence of an event referenced in this Power of Attorney, notice of my death, notice of suspension by initiation of proceedings to determine incapacity or to appoint a guardian, or other notice, is not effective until written notice is provided to my Agent or any third persons relying upon this Power of Attorney.

Notice must be in writing and must be accomplished in a manner reasonably suitable under the circumstances and likely to result in receipt of the notice or document. Permissible methods of notice or for sending a document include first-class mail, personal delivery, delivery to the person's last known place of residence or place of business, or a properly directed facsimile or other electronic message.

Notice to a financial institution [or broker-dealer](#) must contain ~~the~~my name, and address, and the last four digits of my taxpayer identification number and be directed to an officer or a manager of the financial institution [or broker-dealer](#) in Florida.

Notice is effective when given, except that notice upon a financial institution, brokerage company, or title insurance company is not effective until 5 days, excluding Saturdays, Sundays, and legal holidays, after it is received

### **Section 8.08 Signature of Agent**

My Agent shall use substantially the following form when signing documents on my behalf pursuant to this power:

*[Agent's name]*, as Agent for Paul Dough.

### **Section 8.09 Interpretation**

This Power of Attorney is a general power of attorney and should be interpreted as granting my Agent all general powers permitted under Florida law. The description of specific powers is not intended to, nor does it, limit or restrict any of the general powers granted to my Agent.

### **Section 8.10 Use of "Agent" Nomenclature**

The word "Agent" and any modifying or equivalent word or substituted pronoun includes the singular and the plural, as well as the masculine, feminine, and neuter genders, and includes the term "attorney-in-fact."

### **Section 8.11 Third-Party Refusal**

In accordance with section 709.2120, Florida Statutes, acceptance or rejection of this Power of Attorney is controlled by this Section.

#### **(a) Procedure**

~~Except as provided in subsection (b), below:~~

A third person must accept or reject this Power of Attorney within a reasonable time. ~~A third person who rejects this Power of Attorney must state in writing the reason for the rejection.~~

Four days, excluding Saturdays, Sundays, and legal holidays, are presumed to be a reasonable time for a financial institution or broker-dealer to accept or reject this Power of Attorney with respect to:

- (i) a banking transaction, if this Power of Attorney expressly contains authority to conduct banking transactions pursuant to section 709.2208(1), Florida Statutes; or
- (ii) ~~a security~~an investment transaction, if this Power of Attorney expressly contains authority to conduct ~~security~~investment transactions pursuant to section 709.2208(2), Florida Statutes.

A third person may not require an additional or different form of power of attorney (such as a financial institution's power of attorney form) for authority granted in this Power of Attorney.

A third person who rejects this Power of Attorney for any reason other than as provided in paragraph (i) of subsection (b) below must state in writing the reason for the rejection.

**(b) Permissible Reasons to Reject**

A third person is not required to accept this Power of Attorney if:

- (i) the third person is not otherwise required to engage in a transaction with me in the same circumstances;
- (ii) the third person has knowledge of the termination or suspension of my Agent's authority or of this Power of Attorney before exercising the power;
- (iii) a timely request by the third person for an affidavit or opinion of counsel under section 709.2119(4), Florida Statutes, is refused by my Agent;
- (iv) except as provided in paragraph (ii) of this subsection, the third person believes in good faith that the power is not valid or that my Agent does not have authority to perform the act requested; or
- (v) the third person makes, or has knowledge that another person has made, a report to the local adult protective services office stating a good faith belief that I may be subject to physical or financial abuse, neglect, exploitation, or abandonment by my Agent or a person acting for or with my Agent.

**(c) Third-Party Liability for Improper Rejection**

A third person who, in violation of section 709.2120, Florida Statutes (the contents of which are stated in this Section), ~~refuses to accept~~rejects this Power of Attorney is subject to:

- (i) a court order mandating acceptance of this Power of Attorney; and

- (ii) liability for damages, including reasonable attorney's fees and costs, incurred in any action or proceeding that confirms, for the purpose tendered, the validity of this Power of Attorney or mandates acceptance of this Power of Attorney.

### **Section 8.12 Third-Party Reliance**

Except as provided in section 709.2119(5), Florida Statutes, no person who relies in good faith on the authority of my Agent under this Power of Attorney will incur any liability to me, my estate, or my heirs, successors and assigns.

Any party dealing with my Agent may conclusively rely upon an affidavit or certificate of my Agent stating:

- (i) where I am domiciled;
- (ii) that I am not deceased;
- (iii) that there has been no revocation, or partial or complete termination by adjudication of incapacity or by the occurrence of an event referenced in this Power of Attorney;
- (iv) that there has been no suspension by initiation of proceedings to determine my incapacity, or to appoint a guardian; and
- (v) if the affiant is a successor Agent, the reasons for the unavailability of the predecessor Agents, if any, at the time the authority is exercised.

### **Section 8.13 Judicial Relief**

In accordance with section 709.2116, Florida Statutes, a court may construe or enforce this Power of Attorney, review my Agent's conduct, terminate my Agent's authority, remove my Agent, and grant other appropriate relief.

In any proceeding commenced by filing a petition under this Section, including, but not limited to, the unreasonable refusal of a third person to allow my Agent to act pursuant to this Power of Attorney, and in challenges to the proper exercise of authority by my Agent, the court shall award reasonable attorney's fees and costs [as in chancery actions](#).

The following persons may petition the court:

- (i) me or my Agent, including any nominated successor Agent;
- (ii) a guardian, conservator, trustee, or other fiduciary acting for me or my estate;
- (iii) a person authorized to make health care decisions for me if my health care is affected by the actions of my Agent;
- (iv) any other interested person if the person demonstrates to the court's satisfaction that the person is interested in my welfare and has a good faith belief that the court's intervention is necessary;
- (v) a governmental agency having regulatory authority to protect my welfare; or

(vi) a person asked to honor this Power of Attorney.

#### **Section 8.14 Effect of Duplicate Originals or Copies**

If this Power of Attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Agent may make copies of this Power of Attorney and each copy will have the same force and effect as the original. A copy means an electronic, digital, facsimile, photocopy, or other reproduction of this Power of Attorney.

[Notwithstanding the above, pursuant to section 709.2106\(5\), Florida Statutes, an original power of attorney that is relied upon to affect the title to real property may be required for recording in the official records.](#)

#### **Section 8.15 Governing Law**

This Power of Attorney's validity and interpretation will be governed by the Florida Power of Attorney Act (part II of chapter 709, Florida Statutes). To the extent permitted by law, this Power of Attorney is applicable to all of my property (whether real or personal, tangible or intangible, or legal or equitable), wherever located, and whether or not the property is owned by me now or in the future.

#### **Section 8.16 Severability**

If any provision of this Power of Attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.

## **Article Nine Duties and Liabilities of My Agent**

#### **Section 9.01 Duty and Liability Regarding Actual Knowledge of Breach by Another Agent**

In accordance with section 709.2111(4), Florida Statutes, an Agent who has actual knowledge of a breach or imminent breach of fiduciary duty by another Agent, including a predecessor Agent, must take any action reasonably appropriate in the circumstances to safeguard my best interests. If the Agent in good faith believes that I am not incapacitated, giving notice to me is a sufficient action. If an Agent fails to take action as required by this provision, the Agent is liable to me for my reasonably foreseeable damages that could have been avoided if the Agent had taken such action.

In accordance with section 709.2111(3), Florida Statutes, except as otherwise provided in this Power of Attorney, including the immediately preceding paragraph of this Section, an Agent who does not participate in or conceal a breach of fiduciary duty committed by another Agent, including a predecessor Agent, is not liable for the actions or omissions of the other Agent.

In accordance with section 709.2111(5), Florida Statutes, a successor Agent does not have a duty to review the conduct or decisions of a predecessor Agent. Except as provided in this Section, a successor Agent does not have a duty to institute any proceeding against a predecessor Agent, or to file any claim against a predecessor Agent's estate, for any of the predecessor Agent's actions or omissions as Agent.

### **Section 9.02 Limitation of Liability of My Agent**

Except as provided in this Power of Attorney and section 709.2111, Florida Statutes, I release and discharge any Agent acting in good faith from any and all civil liability and from all claims or demands of all kinds whatsoever by me, my estate, and my heirs, successors, and assigns arising out of the acts or omissions of my Agent, except for duties committed dishonestly, with improper motive, or with reckless indifference to the purposes of this Power of Attorney or my best interests, including willful misconduct or gross negligence. This protection extends to the estate, heirs, successors and assigns of my Agent.

In particular, any Agent who acts in good faith is not liable to any beneficiary of my estate plan for failure to preserve the plan, and absent a breach of duty to me, my Agent is not liable if the value of my property declines.

## **Article Ten Declarations of the Principal**

I understand that this Power of Attorney is an important legal document. Before executing this Power of Attorney, my attorney explained to me the following:

- (i) that this Power of Attorney provides my Agent with broad powers to dispose of, sell, convey and encumber my real and personal property;
- (ii) that the powers will exist for an indefinite period of time unless I revoke this Power of Attorney or I have limited their duration by specific provisions herein;
- (iii) that this Power of Attorney remains in full force and effect during my subsequent disability or incapacity; and
- (iv) that I may revoke or terminate this Power of Attorney at any time.

Dated: February 11, 2014

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**Paul Dough, Principal**

State of Florida )  
 ) ss.:  
County of Broward )

The foregoing instrument was acknowledged before me on February 11, 2014, by Paul Dough, who is personally known to me or who has produced \_\_\_\_\_ as identification and subscribed by me at the direction of and in the presence of Paul Dough, and in the presence of the disinterested subscribing witnesses below.

[Seal]

\_\_\_\_\_  
Ima Notary, Notary Public

### Declaration of Witnesses

The foregoing Power of Attorney was, on the day and year written above, published and declared by Paul Dough, in our presence to be his Power of Attorney. We, in his presence and at his request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

We declare that at the time of our attestation of this instrument, Paul Dough was, according to our best knowledge and belief, of sound mind and memory and under no undue duress or constraint.

\_\_\_\_\_  
**Ima Witness, Witness**  
123 Main Street  
Anytown, FL 12345

\_\_\_\_\_  
**Ima Nother Witness, Witness**  
321 Know Way  
Someplace, FL 12345

State of Florida )  
 ) ss.:  
County of Broward )

The foregoing instrument was acknowledged before me on February 11, 2014, by Ima Witness, who is personally known to me or who has produced \_\_\_\_\_ as identification and Ima Nother Witness, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Seal]

\_\_\_\_\_  
Ima Notary, Notary Public

**Acceptance by Agent**

The undersigned Agent hereby accepts the delegation of all authority set out in this Power of Attorney.

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
**John Dough, Agent**

\_\_\_\_\_  
Driver's License Number/State

State of Florida )

) ss.:

County of Broward )

The foregoing instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by John Dough, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

[Seal]

\_\_\_\_\_  
Ima Notary, Notary Public

## **Schedule A**

### **(Real Property)**

My Agent may exercise any power described in this Power of Attorney on my behalf with respect to any real property I now own or may acquire in the future, including, but not limited to, the following:

- (i) Lot 1, Block 2, Map 3, Book 4, Nowhere County Records, and a bunch of other information that is needed to identify the property adequately for legal purposes, and for any other legitimate purpose
- (ii) 123 Know Way, Anytown, California