



# Preparing an Estate Plan

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# Preparing an Estate Plan

## Intro

This guide will explain the benefits of a Will, the differences in Power of Attorneys (POA), provide examples of Power of Attorneys, and other useful information for Estate planning.

A Will provides your family with a clear idea of how you want things to be settled. A few of the benefits of having a will include:

- Saving time, money and stress for your family;
- Having a plan for both the care and financial responsibility of minor children;
- Leaving clear instructions on how your affairs should be settled;
- Providing burial and other arrangements for you once deceased;
- Leaving your property to whom you choose;
- Helping to avoid probate courts and attorneys

A Last Will & Testament should be drafted up with an Estate Attorney, or other professional to reduce the risk of it being contested. Before meeting to draft a Will, have a list of assets, property and other items that you would want included.

## How to Choose an Executor

An Executor, or personal representative is a dedicated person chosen to carry out the arrangements and settlement of the Will once a person dies. This should be someone you know and trust. This person should be responsible and someone who can be diplomatic. Some factors to consider when choosing an Executor are:

- Financial experience and good financial standings
- Understanding of your desires, and willingness to execute them.
- Maturity level of the person you choose.

If you don't have an immediate family member or close friend that you believe will be able to execute your Will to the fullest, you should seek out another person. This can include:

- Financial Advisors
- Attorneys
- Your financial institution
- A trust company.



## Preparing for End of Life

- Check to be sure your last Will and Testament are up to date
  - If not, contact your attorney to update.
- Check with your Financial Institution that all POD's/ Beneficiaries are up to date and ask the process for account settlement to make it easier on the Executor.
- Ensure your contact information is up to date and accurate with your Financial Institution this helps with verification and proper communication.
- Gather all important documents and put in a safe place or give to your Executor to hold on to. These can include:
  - Property Deeds
  - Bank account documents
  - Vehicle Titles
  - Birth/Marriage Certificates
  - Contact info for your attorney
  - Life insurance policy
  - Information for grave plot if you have one
- Itemize your assets to make it easier for your Executor to get through the court process.
- Make a list of creditors that need to be paid
- Create a list of usernames and passwords that your Executor may need to access accounts.
- Finalizing arrangements for minor children and or pets

**Power of Attorneys (POA)** can be a good resource to have if you become incapacitated or unable to care for your affairs, finances, or health. Below are some different types of POA's and how they work. We recommend always consulting an Attorney before giving Power of Attorney to someone for your needs.

Power of Attorney (POA) is a document signed by one person that authorizes another person to act on their behalf.

Durable POA: The POA remains in effect if a person becomes incapacitated, disabled or incompetent.

Springing POA: This type of POA only becomes effective once a specific condition or illness occurs.

General POA: The person who you choose, can perform many transactions or tasks on your behalf.

Special/Limited POA: This POA grants only certain privileges and powers within a specified amount of time.

Health Care POA: This POA allows you to appoint someone to make medical decisions for you any time you are unable to make your own.



## Power of Attorney FAQ's

### ***Do I need a POA?***

If you feel that for any reason, you may be coming to a point that you can no longer make sound decisions, or take care of your affairs, it is recommended to create a POA. We advise you speak with an attorney for recommendations on utilizing a POA.

### ***How long is a POA valid?***

The POA will remain in effect until the expiration date, if stated, or the POA is properly terminated, or the principal is deceased.

### ***Do I need a notary for my POA?***

Yes, POA's need to be notarized.

### ***Can I limit the powers in my POA?***

Yes, the powers of your agent may be limited.

### ***How do I choose an agent for my POA?***

Your agent should be someone that you know and trust, who will make sound decisions on your behalf and your best interests at heart.

### ***Can I change my Agent later?***

Yes, a POA can be revoked at any time.

### ***Can I still make my own decisions once I sign a POA?***

Yes, if you have the legal capacity to make decisions, you can direct which ones your agent does and does not do.

### ***Is it possible for my agent to steal money and/or possessions?***

Yes, a POA can be abused as this person has access to all property, finances, and other assets. Therefore, it's very important that this person be someone you trust, with honest characteristics.

### ***Can a POA change Beneficiaries on my Financial Accounts?***

Yes, so it's important to verify the powers you are granting to your POA and ensure they are someone you trust.

### ***Will the POA be able to get loans in my name?***

It will need to specifically state that the POA has the ability to get new loans and open new accounts in your name within the Power of Attorney.



***How can I revoke a POA?***

There are three ways to revoke a Power of Attorney:

- 1.) Prepare a written revocation letter
- 2.) Destroy all existing copies of the POA (ensure this is removed from your Financial Institution as well)
- 3.) Create a new POA document to supersede the old one



## SOUTH CAROLINA DURABLE POWER OF ATTORNEY

I, \_\_\_\_\_, the principal, of \_\_\_\_\_, State of \_\_\_\_\_, hereby designate \_\_\_\_\_, of \_\_\_\_\_, State of \_\_\_\_\_, my attorney-in-fact (hereinafter my "attorney-in-fact"), to act as initialed below, in my name, in my stead and for my benefit, hereby revoking any and all financial powers of attorney I may have executed in the past.

### EFFECTIVE DATE

(Choose the applicable paragraph by placing your initials in the preceding space)

\_\_\_\_\_ - A. I grant my attorney-in-fact the powers set forth herein immediately upon the execution of this document. These powers shall not be affected by any subsequent disability or incapacity I may experience in the future.

or

\_\_\_\_\_ - B. I grant my attorney-in-fact the powers set forth herein only when it has been determined in writing, by my attending physician, that I am unable to properly handle my financial affairs.

### POWERS OF ATTORNEY-IN-FACT

My attorney-in-fact shall exercise powers in my best interests and for my welfare, as a fiduciary. My attorney-in-fact shall have the following powers:

(Choose the applicable power(s) by placing your initials in the preceding space)

\_\_\_\_\_ **BANKING** - To receive and deposit funds in any financial institution, and to withdraw funds by check or otherwise to pay for goods, services, and any other personal and business expenses for my benefit. If necessary, to affect my attorney-in-fact's powers, my attorney-in-fact is authorized to execute any document required to be signed by such banking institution.

\_\_\_\_\_ **SAFE DEPOSIT BOX** - To have access at any time or times to any safe-deposit box rented by me or to which I may have access, wheresoever located, including drilling, if necessary, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe-deposit box; and any institution in which any such safe-deposit box may be located shall not incur any liability to me or my estate as a result of permitting my attorney-in-fact to exercise this power.

\_\_\_\_\_ **LENDING OR BORROWING** - To make loans in my name; to borrow money in my name, individually or jointly with others; to give promissory notes or other obligations therefor; and to deposit or mortgage as collateral or for security for the payment thereof any or all of my securities, real estate, personal property, or other property of whatever nature and wherever situated, held by me personally or in trust for my benefit.

\_\_\_\_\_ **GOVERNMENT BENEFITS** - To apply for and receive any government benefits for which I may be eligible or become eligible, including but not limited to, Social Security, Medicare and Medicaid.

\_\_\_\_\_ **RETIREMENT PLAN** - To contribute to, select payment option of, roll-over, and receive benefits of any retirement plan or IRA I may own, except my attorney-in-fact shall not have power to change the beneficiary of any of my retirement plans or IRAs.



\_\_\_\_\_ **TAXES** - To complete and sign any local, state and federal tax returns on my behalf, pay any taxes and assessments due and receive credits and refunds owed to me and to sign any tax agency documents necessary to effectuate these powers.

\_\_\_\_\_ **INSURANCE** - To purchase, pay premiums and make claims on life, health, automobile and homeowners' insurance on my behalf, except my attorney-in-fact shall not have the power to cash in or change the beneficiary of any life insurance policy.

\_\_\_\_\_ **REAL ESTATE** - To acquire, purchase, exchange, lease, grant options to sell, and sell and convey real property, or any interests therein, on such terms and conditions, including credit arrangements, as my attorney-in-fact shall deem proper; to execute, acknowledge and deliver, under seal or otherwise, any and all assignments, transfers, deeds, papers, documents or instruments which my attorney-in-fact shall deem necessary in connection therewith.

\_\_\_\_\_ **PERSONAL PROPERTY** - To acquire, purchase, exchange, lease, grant options to sell, and sell and convey personal property, or any interests therein, on such terms and conditions, including credit arrangements, as my attorney-in-fact shall deem proper; to execute, acknowledge and deliver, under seal or otherwise, any and all assignments, transfers, titles, papers, documents or instruments which my attorney-in-fact shall deem necessary in connection therewith; to purchase, sell or otherwise dispose of, assign, transfer and convey shares of stock, bonds, securities and other personal property now or hereafter belonging to me, whether standing in my name or otherwise, and wherever situated.

\_\_\_\_\_ **POWER TO MANAGE PROPERTY**- To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interests therein, that I now own or may hereafter acquire, in my name and for my benefit, upon such terms and conditions as my attorney-in-fact shall deem proper.

\_\_\_\_\_ **GIFTS** - To make gifts, grants, or other transfers (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) without consideration, either outright or in trust to such person(s) (including my attorney-in-fact hereunder) or organizations as my attorney-in-fact shall select, including, without limitation, the following actions: (a) transfer by gift in advancement of a bequest or devise to beneficiaries under my will or in the absence of a will to my spouse and descendants in whatever degree; and (b) release of any life interest, or waiver, renunciation, disclaimer, or declination of any gift to me by will, deed, or trust

\_\_\_\_\_ **LEGAL ADVICE AND PROCEEDINGS** - To obtain and pay for legal advice, to initiate or defend legal and administrative proceedings on my behalf, including actions against third parties who refuse, without cause, to honor this instrument.

**SPECIAL INSTRUCTIONS:** On the following lines are any special instructions limiting or extending the powers I give to my attorney-in-fact (Write "None" if no additional instructions are given):

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**AUTHORITY OF ATTORNEY-IN-FACT:** Any party dealing with my attorney-in-fact hereunder may rely absolutely on the authority granted herein and need not look to the application of any proceeds nor the authority of my attorney-in-fact as to any action taken hereunder. In this regard, no person who may in good faith act in reliance upon the representations of my attorney-in-fact or the authority granted hereunder shall incur any liability to me or my estate as a result of such act. I hereby ratify and confirm whatever my attorney-in-fact shall lawfully do



under this instrument. My attorney-in-fact is authorized as he or she deems necessary to bring an action in court so that this instrument shall be given the full power and effect that I intend on by executing it.

**LIABILITY OF ATTORNEY-IN-FACT:** My attorney-in-fact shall not incur any liability to me under this power except for a breach of fiduciary duty.

**REIMBURSEMENT OF ATTORNEY-IN-FACT:** My attorney-in-fact is entitled to reimbursement for reasonable expenses incurred in exercising powers hereunder, and to reasonable compensation for services provided as attorney-in-fact.

**AMENDMENT AND REVOCATION:** I can amend or revoke this power of attorney through a writing delivered to my attorney-in-fact. Any amendment or revocation is ineffective as to a third party until such third party has notice of such revocation or amendment.

**STATE LAW:** This Power of Attorney is governed by the laws of the State of South Carolina.

**PHOTOCOPIES:** Photocopies of this document can be relied upon as though they were originals.

IN WITNESS WHEREOF, I have on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, executed this Financial Power of Attorney.

\_\_\_\_\_  
Principal's Signature

We, the witnesses, each do hereby declare in the presence of the principal that the principal signed and executed this instrument in the presence of each of us, that the principal signed it willingly, that each of us hereby signs this Power of Attorney as witness at the request of the principal and in the principal's presence, and that, to the best of our knowledge, the principal is eighteen years of age or over, of sound mind, and under no constraint or undue influence.

\_\_\_\_\_  
Witness's Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness's Signature

\_\_\_\_\_  
Address

STATE OF \_\_\_\_\_

\_\_\_\_\_ County, ss.



On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, as Principal of this Power of Attorney who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that (s)he executed the same as his/her free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**SPECIMEN SIGNATURE AND ACCEPTANCE OF APPOINTMENT**

I, \_\_\_\_\_, the attorney-in-fact named above, hereby accept appointment as attorney-in-fact in accordance with the foregoing instrument.

\_\_\_\_\_  
Attorney-in-Fact's Signature

STATE OF \_\_\_\_\_

\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, as Attorney-in-Fact of this Power of Attorney who proved to me through government issued photo identification to be the above-named person, in my presence executed the foregoing acceptance of appointment and acknowledged that (s)he executed the same as his/her free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



## **NORTH CAROLINA STATUTORY SHORT FORM POWER OF ATTORNEY**

**NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE DEFINED IN CHAPTER 32C OF THE NORTH CAROLINA GENERAL STATUTES, WHICH EXPRESSLY PERMITS THE USE OF ANY OTHER OR DIFFERENT FORM OF POWER OF ATTORNEY DESIRED BY THE PARTIES CONCERNED.**

### **IMPORTANT INFORMATION**

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the North Carolina Uniform Power of Attorney Act.

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

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

Your agent is entitled to reasonable compensation unless you state otherwise in the Additional Provisions and Exclusions.

This form provides for designation of one agent, a successor agent, and a second successor agent. If you wish to name more than one agent, successor agent, and second successor agent, you may name a coagent, successor coagent, or second successor coagent in the Additional Provisions and Exclusions. Coagents, successor coagents, or second successor coagents are not required to act together unless you include that requirement in the Additional Provisions and Exclusions.

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

This power of attorney becomes effective immediately.

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.



**DESIGNATION OF AGENT**

I, \_\_\_\_\_, name the following person as my agent:  
(Name of Principal)

Name of Agent: \_\_\_\_\_

**DESIGNATION OF SUCCESSOR AGENT(S)  
(OPTIONAL)**

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of Successor Agent: \_\_\_\_\_

If my successor agent is unable or unwilling to act for me, I name as my second successor agent:

Name of Second Successor Agent: \_\_\_\_\_

*INITIAL below if you want to give an agent the power to name a successor agent.*

( ) I give to my acting agent the full power to appoint another to act as my agent, and full power to revoke such appointment, if no agent named by me above is willing or able to act.

**GRANT OF GENERAL AUTHORITY**

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the North Carolina Uniform Power of Attorney Act, Chapter 32C of the General Statutes:

*(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.)*

( ) Real Property

( ) Tangible Personal Property

( ) Stocks and Bonds

( ) Commodities and Options

( ) Banks and Other Financial Institutions

( ) Operation of Entity

( ) Insurance and Annuities



- Estates, Trusts, and Other Beneficial Interests
- Claims and Litigation
- Personal and Family Maintenance
- Benefits from Governmental Programs or Civil or Military Service
- Retirement Plans
- Taxes
- All Preceding Subjects

**GRANT OF SPECIFIC AUTHORITY  
(OPTIONAL)**

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

*(CAUTION: Granting any of the following 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. INITIAL ONLY the specific authority you WANT to give your agent.)*

- Make a gift, subject to the limitations provided in G.S. 32C-2-217
- Create or change rights of survivorship
- Create or change a beneficiary designation
- Authorize another person to exercise the authority granted under this power of attorney
- Waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- Exercise fiduciary powers that I have authority to delegate
- Disclaim or refuse an interest in property, including a power of appointment
- Access the content of electronic communications



**EXERCISE OF SPECIFIC AUTHORITY IN FAVOR OF AGENT  
(OPTIONAL)**

UNLESS INITIALED, my agent MAY NOT exercise any of the grants of specific authority initialed above in favor of the agent or an individual to whom the agent owes a legal obligation of support.

**ADDITIONAL PROVISIONS AND EXCLUSIONS  
(OPTIONAL)**

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

**EFFECTIVE DATE**

This power of attorney is effective immediately.

**NOMINATION OF GUARDIAN  
(OPTIONAL)**

*INITIAL below ONLY if you WANT your acting agent to be your Guardian.*

If it becomes necessary for a court to appoint a guardian of my estate or a general guardian, I nominate my agent acting under this power of attorney to be the guardian to serve without bond or other security.

**RELIANCE ON THIS POWER OF ATTORNEY**

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

**MEANING AND EFFECT**

The meaning and effect of this power of attorney shall for all purposes be determined by the law of the State of North Carolina.



**SIGNATURE AND ACKNOWLEDGEMENT**

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Your Name Printed

State of \_\_\_\_\_, County of \_\_\_\_\_

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_.

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

*(Official Seal)*

\_\_\_\_\_  
*Signature of Notary Public*

\_\_\_\_\_, Notary Public  
*Printed or typed name*

My commission expires: \_\_\_\_\_



## IMPORTANT INFORMATION FOR AGENT

### **Agent's Duties**

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 your legal duties that continue until you resign or your authority is terminated or the power of attorney is terminated or revoked. You must:

1. Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
2. Act in good faith;
3. Do nothing beyond the authority granted in this power of attorney; and
4. Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:  
(Principal's Name) by (Your Signature) as Agent.

Unless the Additional Provisions and Exclusions in this power of attorney state otherwise, you must also:

1. Act loyally for the principal's benefit;
2. Avoid conflicts that would impair your ability to act in the principal's best interest;
3. Act with care, competence, and diligence;
4. Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
5. Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects, or if you do not know the principal's expectations, to act in the principal's best interest; and
6. Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

### 7. **Termination of Agent's Authority**

You must stop acting on behalf of the principal if you learn of any event that terminated or revoked this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

1. Death of the principal;
2. The principal's revocation of the power of attorney or the termination of your authority;



3. The occurrence of a termination event stated in the power of attorney;
4. The purpose of the power of attorney is fully accomplished; or
5. If you are married to the principal, your divorce from the principal, unless the Additional Provisions and Exclusions in this power of attorney state that your divorce from the principal will not terminate your authority.

**Liability of Agent**

The meaning of the authority granted to you is defined in the North Carolina Uniform Power of Attorney Act as set forth in Chapter 32C of the North Carolina General Statutes. If you violate the North Carolina Uniform Power of Attorney Act or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.



## TENNESSEE DURABLE POWER OF ATTORNEY

I, \_\_\_\_\_, the principal, of \_\_\_\_\_, State of \_\_\_\_\_, hereby designate \_\_\_\_\_, of \_\_\_\_\_, State of \_\_\_\_\_, my attorney-in-fact (hereinafter my “attorney-in-fact”), to act as initialed below, in my name, in my stead and for my benefit, hereby revoking any and all financial powers of attorney I may have executed in the past.

### EFFECTIVE DATE

(Choose the applicable paragraph by placing your initials in the preceding space)

\_\_\_\_\_ - A. I grant my attorney-in-fact the powers set forth herein immediately upon the execution of this document. These powers shall not be affected by any subsequent disability or incapacity I may experience in the future.

or

\_\_\_\_\_ - B. I grant my attorney-in-fact the powers set forth herein only when it has been determined in writing, by my attending physician that I am unable to properly handle my financial affairs.

### POWERS OF ATTORNEY-IN-FACT

My attorney-in-fact shall exercise powers in my best interests and for my welfare, as a fiduciary. My attorney-in-fact shall have the following powers:

(Choose the applicable power(s) by placing your initials in the preceding space)

\_\_\_\_\_ **BANKING** - To receive and deposit funds in any financial institution, and to withdraw funds by check or otherwise to pay for goods, services, and any other personal and business expenses for my benefit. If necessary, to affect my attorney-in-fact’s powers, my attorney-in-fact is authorized to execute any document required to be signed by such banking institution.

\_\_\_\_\_ **SAFE DEPOSIT BOX** - To have access at any time or times to any safe-deposit box rented by me or to which I may have access, whosoever located, including drilling, if necessary, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe-deposit box; and any institution in which any such safe-deposit box may be located shall not incur any liability to me or my estate as a result of permitting my attorney-in-fact to exercise this power.



\_\_\_\_\_ **LENDING OR BORROWING** - To make loans in my name; to borrow money in my name, individually or jointly with others; to give promissory notes or other obligations therefor; and to deposit or mortgage as collateral or for security for the payment thereof any or all of my securities, real estate, personal property, or other property of whatever nature and wherever situated, held by me personally or in trust for my benefit.

\_\_\_\_\_ **GOVERNMENT BENEFITS** - To apply for and receive any government benefits for which I may be eligible or become eligible, including but not limited to, Social Security, Medicare and Medicaid.

\_\_\_\_\_ **RETIREMENT PLAN** - To contribute to, select payment option of, roll-over, and receive benefits of any retirement plan or IRA I may own, except my attorney-in-fact shall not have power to change the beneficiary of any of my retirement plans or IRAs.

\_\_\_\_\_ **TAXES** - To complete and sign any local, state and federal tax returns on my behalf, pay any taxes and assessments due and receive credits and refunds owed to me and to sign any tax agency documents necessary to effectuate these powers.

\_\_\_\_\_ **INSURANCE** - To purchase, pay premiums and make claims on life, health, automobile and homeowners' insurance on my behalf, except my attorney-in-fact shall not have the power to cash in or change the beneficiary of any life insurance policy.

\_\_\_\_\_ **REAL ESTATE** - To acquire, purchase, exchange, lease, grant options to sell, and sell and convey real property, or any interests therein, on such terms and conditions, including credit arrangements, as my attorney-in-fact shall deem proper; to execute, acknowledge and deliver, under seal or otherwise, any and all assignments, transfers, deeds, papers, documents or instruments which my attorney-in-fact shall deem necessary in connection therewith.

\_\_\_\_\_ **PERSONAL PROPERTY** - To acquire, purchase, exchange, lease, grant options to sell, and sell and convey personal property, or any interests therein, on such terms and conditions, including credit arrangements, as my attorney-in-fact shall deem proper; to execute, acknowledge and deliver, under seal or otherwise, any and all assignments, transfers, titles, papers, documents or instruments which my attorney-in-fact shall deem necessary in connection therewith; to purchase, sell or otherwise dispose of, assign, transfer and convey shares of stock, bonds, securities and other personal property now or hereafter belonging to me, whether standing in my name or otherwise, and wherever situated.

\_\_\_\_\_ **POWER TO MANAGE PROPERTY**- To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interests therein, that I now own or may hereafter acquire, in my name and for my benefit, upon such terms and conditions as my attorney-in-fact shall deem proper.



\_\_\_\_\_ **GIFTS** - To make gifts, grants, or other transfers (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) without consideration, either outright or in trust to such person(s) (including my attorney-in-fact hereunder) or organizations as my attorney-in-fact shall select, including, without limitation, the following actions: (a) transfer by gift in advancement of a bequest or devise to beneficiaries under my will or in the absence of a will to my spouse and descendants in whatever degree; and (b) release of any life interest, or waiver, renunciation, disclaimer, or declination of any gift to me by will, deed, or trust

\_\_\_\_\_ **LEGAL ADVICE AND PROCEEDINGS** - To obtain and pay for legal advice, to initiate or defend legal and administrative proceedings on my behalf, including actions against third parties who refuse, without cause, to honor this instrument.

**SPECIAL INSTRUCTIONS:** On the following lines are any special instructions limiting or extending the powers I give to my attorney-in-fact (Write "None" if no additional instructions are given):

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**AUTHORITY OF ATTORNEY-IN-FACT:** Any party dealing with my attorney-in-fact hereunder may rely absolutely on the authority granted herein and need not look to the application of any proceeds nor the authority of my attorney-in-fact as to any action taken hereunder. In this regard, no person who may in good faith act in reliance upon the representations of my attorney-in-fact or the authority granted hereunder shall incur any liability to me or my estate as a result of such act. I hereby ratify and confirm whatever my attorney-in-fact shall lawfully do under this instrument. My attorney-in-fact is authorized as he or she deems necessary to bring an action in court so that this instrument shall be given the full power and effect that I intend on by executing it.

**LIABILITY OF ATTORNEY-IN-FACT:** My attorney-in-fact shall not incur any liability to me under this power except for a breach of fiduciary duty.

**REIMBURSEMENT OF ATTORNEY-IN-FACT:** My attorney-in-fact is entitled to reimbursement for reasonable expenses incurred in exercising powers hereunder, and to reasonable compensation for services provided as attorney-in-fact.

**AMENDMENT AND REVOCATION:** I can amend or revoke this power of attorney through a writing delivered to my attorney-in-fact. Any amendment or revocation is ineffective as to a third party until such third party has notice of such revocation or amendment.

**STATE LAW:** This Power of Attorney is governed by the laws of the State of Tennessee.



**PHOTOCOPIES:** Photocopies of this document can be relied upon as though they were originals.

IN WITNESS WHEREOF, I have on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, executed this Financial Power of Attorney.

\_\_\_\_\_  
Principal's Signature

We, the witnesses, each do hereby declare in the presence of the principal that the principal signed and executed this instrument in the presence of each of us, that the principal signed it willingly, that each of us hereby signs this Power of Attorney as witness at the request of the principal and in the principal's presence, and that, to the best of our knowledge, the principal is eighteen years of age or over, of sound mind, and under no constraint or undue influence.

\_\_\_\_\_  
Witness's Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness's Signature

\_\_\_\_\_  
Address

STATE OF \_\_\_\_\_

\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, as Principal of this Power of Attorney who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that (s)he executed the same as his/her free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



**SPECIMEN SIGNATURE AND ACCEPTANCE OF APPOINTMENT**

I, \_\_\_\_\_, the attorney-in-fact named above, hereby accept appointment as attorney-in-fact in accordance with the foregoing instrument.

\_\_\_\_\_  
Attorney-in-Fact's Signature

STATE OF \_\_\_\_\_

\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, as Attorney-in-Fact of this Power of Attorney who proved to me through government issued photo identification to be the above-named person, in my presence executed the foregoing acceptance of appointment and acknowledged that (s)he executed the same as his/her free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



State of Georgia

County of \_\_\_\_\_

**STATUTORY FORM POWER OF ATTORNEY**

**IMPORTANT INFORMATION**

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in O.C.G.A. Chapter 6B of Title 10.

This power of attorney does not authorize the agent to make health care decisions for you. You should select someone you trust to serve as your agent. Unless you specify otherwise in the Special Instructions, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

Your agent is not entitled to any compensation unless you state otherwise in the Special Instructions. Your agent shall be entitled to reimbursement of reasonable expenses incurred in performing the acts required by you in your power of attorney.

This form provides for designation of one agent. If you wish to name more than one agent, you may name a successor agent or name a co-agent in the Special Instructions. Co-agents will not be required to act together unless you include that requirement in the Special Instructions.

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

This power of attorney shall be durable unless you state otherwise in the Special Instructions.

This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions.

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.



### DESIGNATION OF AGENT

I \_\_\_\_\_ (Name of principal) name the following person as my agent:

Name of agent: \_\_\_\_\_

Agent's address: \_\_\_\_\_

Agent's telephone number: \_\_\_\_\_

Agent's e-mail address: \_\_\_\_\_

### DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of successor agent: \_\_\_\_\_

Successor agent's address: \_\_\_\_\_

Successor agent's telephone number: \_\_\_\_\_

Successor agent's e-mail address: \_\_\_\_\_

If my successor agent is unable or unwilling to act for me, I name as my second successor agent:

Name of second successor agent: \_\_\_\_\_

Second successor agent's address: \_\_\_\_\_

Second successor agent's telephone number: \_\_\_\_\_

Second successor agent's e-mail address: \_\_\_\_\_

### GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in O.C.G.A. Chapter 6B of Title 10:

**(INITIAL** each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "all preceding subjects" instead of initialing each subject.)

\_\_\_\_\_ Real property

\_\_\_\_\_ Tangible personal property

\_\_\_\_\_ Stocks and bonds

\_\_\_\_\_ Commodities and options

\_\_\_\_\_ Banks and other financial institutions

\_\_\_\_\_ Operation of entity or business



- Insurance and annuities
- Estates, trusts, and other beneficial interests
- Claims and litigation
- Personal and family maintenance
- Benefits from governmental programs or civil or military service
- Retirement plans
- Taxes
- All preceding subjects

**GRANT OF SPECIFIC AUTHORITY (OPTIONAL)**

My agent SHALL NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following 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. INITIAL ONLY the specific authority you WANT to give your agent. You should give your agent specific instructions in the Special Instructions when you authorize your agent to make gifts.)

- Create, fund, amend, revoke, or terminate an inter vivos trust
- Make a gift, subject to the limitations of O.C.G.A. § 10-6B-56 and any Special Instructions in this power of attorney
- Create or change rights of survivorship
- Create or change a beneficiary designation
- Authorize another person to exercise the authority granted under this power of attorney
- Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- Excise authority over the content of electronic communications sent or received by the Principal
- Exercise fiduciary powers that the principal has authority to delegate and that are expressly and clearly identified (including the persons for which the principal acts as a fiduciary) in the Special Instructions
- Renounce an interest in property, including a power of appointment



**LIMITATION ON AGENT'S AUTHORITY**

An agent that is not my ancestor, spouse, or descendant SHALL NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

**SPECIAL INSTRUCTIONS (OPTIONAL)**

You may give special instructions on the following lines (you may add lines or place your special instructions in a separate document and attach it to the power of attorney):

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**EFFECTIVE DATE**

This power of attorney is effective immediately unless I have stated otherwise in the Special Instructions.

**NOMINATION OF CONSERVATOR (OPTIONAL)**

If it becomes necessary for a court to appoint a conservator of my estate, I nominate the following person(s) for appointment:

Name of nominee for conservator of my estate: \_\_\_\_\_

Nominee's address: \_\_\_\_\_

Nominee's telephone number: \_\_\_\_\_

Nominee's e-mail address: \_\_\_\_\_

**RELIANCE ON THIS POWER OF ATTORNEY**

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person has actual knowledge it has terminated or is invalid.



**SIGNATURE AND ACKNOWLEDGMENT**

Your signature \_\_\_\_\_ Date \_\_\_\_\_

Your name printed \_\_\_\_\_

Your address \_\_\_\_\_

Your telephone number \_\_\_\_\_

Your e-mail address \_\_\_\_\_

This document was signed in my presence on \_\_\_\_\_, (Date) by  
\_\_\_\_\_ (Name of principal)

Witness Signature \_\_\_\_\_

Witness's name printed \_\_\_\_\_

Witness's address \_\_\_\_\_

Witness's telephone number \_\_\_\_\_

Witness's e-mail address \_\_\_\_\_

State of Georgia

County of \_\_\_\_\_

This document was signed in my presence on \_\_\_\_\_ (Date) by  
\_\_\_\_\_ (Name of principal).

(Seal)

Signature of notary \_\_\_\_\_

My commission expires \_\_\_\_\_

This document prepared by \_\_\_\_\_



## IMPORTANT INFORMATION FOR AGENT

### *Agent's Duties*

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 your legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

- (1) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
- (2) Act in good faith;
- (3) Do nothing beyond the authority granted in this power of attorney; and
- (4) Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

\_\_\_\_\_ by \_\_\_\_\_ as Agent.

(Principal's name)

(Your signature)

Unless the Special Instructions in this power of attorney state otherwise, you must also:

- (1) Act loyally for the principal's benefit;
- (2) Avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) Act with care, competence, and diligence;
- (4) Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
- (5) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
- (6) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.



### ***Termination of Agent's Authority***

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 that terminate a power of attorney or your authority to act under a power of attorney include:

- (1) Death of the principal;
- (2) The principal's revocation of your authority or the power of attorney
- (3) The occurrence of a termination event stated in the power of attorney;
- (4) The purpose of the power of attorney is fully accomplished; or
- (5) If you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

### ***Liability of Agent***

The meaning of the authority granted to you is defined in O.C.G.A. Chapter 6B of Title 10. If you violate O.C.G.A. Chapter 6B of Title 10 or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.