

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

**DURABLE GENERAL POWER OF ATTORNEY**

BEFORE ME, the undersigned Notary, and witnesses, came, \_\_\_\_\_, SS

# XXX-XX-\_\_\_\_\_, who resides at \_\_\_\_\_,

(Principal) who appoints \_\_\_\_\_, SS

# XXX-XX-\_\_\_\_\_, who resides at \_\_\_\_\_, as

Agent. Agent accepts and agrees to be bound by this General Power of Attorney (Agency). Agent's powers will be exercised until further notice by Principal.

**ARTICLE I Durability.**

This Agency is "durable" and shall not be deemed revoked by my disability or incapacity. In the event that I am interdicted, or declared incapacitated for any reason, then I appoint my Agent herein as my curator or guardian over both my person and my property.

**ARTICLE II PROHIBITED POWERS**

Notwithstanding the breadth of powers granted to my Agent in this Agency, my Agent shall not have or exercise any of the following powers:

**Life Insurance.** Any power or incident of ownership over any policy insuring my Agent's life.

**Gifts.** Any power or authority over any irrevocable trust created by Agent, if I am a trustee or beneficiary of that trust. Nor shall my Agent have any power over any property my Agent may have donated to me.

**Powers.** Any power or authority to appoint any of my property to my Agent, to my Agent's estate, to my Agent's creditors, or to the creditors of my Agent's estate. My Agent shall have no power or authority to disclaim any assets on my behalf if the result would cause them to pass directly or indirectly to my Agent or his or her estate in any one calendar year. My Agent shall have no power or authority to discharge any of my Agent's legal obligations out of my property, including any obligation of support which my Agent may owe to others unless my Agent and I are equally obligated to render such support.

**ARTICLE III PROPERTY**

"Property" means all of my interests in property whether movable, immovable, real, personal, corporeal in incorporeal, tangible, intangible and mixed, wherever located, however acquired, whether owned by me now or hereafter acquired by me or on my behalf by Agent or by third persons. With regard to Property, Agent may:

**General Powers.** Have all of the powers that may be conferred upon agents under applicable law. If a question shall arise as to whether Agent has a particular power, this agency shall be liberally construed as granting such power. Should future changes in the law expand the powers of agents, my Agent shall have those expanded powers.

**Additional Powers.** Without limiting my Agent's powers granted by the preceding paragraph, if those powers do not include the following, my Agent shall also have all of the following powers:

**Purchases and Sales.** To purchase, sell, exchange, partition or otherwise acquire and dispose of Property, at public or private sale for such purposes and upon such terms, including sales on credit, with or without security in such manner, and at such prices as my Agent may determine. My Agent may purchase U.S. Government bonds redeemable at par in payment of federal estate taxes.

**Operation of Businesses; Changes in Corporate Structure.** To continue to operate or participate in the operation of any of my business interests, so long as my Agent may deem it advisable, to change the nature of the business, or enlarge or diminish the scope of its activities, to dissolve or liquidate it, or to participate in any incorporation, change merger, consolidation, reorganization, dissolution or liquidation. To participate in any plan of liquidation, reorganization, consolidation or merger involving

any company or companies whose stock or other securities may be subjected to any plan of reorganization or with any protective committee and to delegate to such committee discretionary powers with relation thereto and to pay a proportionate part of the expenses of such committee and any such assessments levied under such plan; to accept and retain new securities received by my Agent pursuant to any such plan; to exercise all conversion, subscription, voting and other rights of whatsoever nature pertaining to such property; and to pay any amount or amount of money my Agent may deem advisable.

**Options.** To grant options affecting Property for such purposes and periods, upon such conditions, in such manner, and at such prices as my Agent may determine; to exercise them for such price and on such terms and conditions as my Agent may see fit.

**Servitudes and Easements.** To create servitudes or easements on Property for such purposes and periods, upon such conditions, in such manner, and at such price as my Agent may determine.

**Leases.** To lease or give options to lease all or any part of the Property for such price, and on such terms and conditions, for such purposes and at such rentals as my Agent may see fit; to enter into, amend or extend all kinds of leases including but not limited to all kinds of predial leases, surface leases, and oil, gas and mineral leases, with or without pooling provisions.

**Oil, Gas and Other Minerals.** To sell, lease, exchange, partition or otherwise alienate oil, gas or other minerals and interest therein, and the right to explore for the, or options for any of these, by such instruments, in such forms, for such bonus, rentals or other considerations, and for such terms and periods as my Agent may see fit. To invest in, to acquire and retain for so long a period as Agent may see fit, oil, gas and mineral leases and rights in and to oil, gas and other minerals either in the form of mineral interests, royalties or other proprietary or working interests, whether productive when acquired or nonproductive when acquired, whether or not speculative in nature, with or without pooling provisions, to explore or to contract for mineral exploration and to drill and to enter into pooling, unitization, repressurization, and any other type of agreement relating to the development, operation and conservation of mineral property.

**Partnerships.** To cause my Agent (on my behalf) to become a partner in such partnerships as my Agent may see fit, whether as a limited or general partner, or partner in commendam; to continue me or my Agent as a partner in any partnership in which I may be a partner or possessed of the right to become a partner; to consent to the continuation of any partnership that might otherwise terminate even though the articles of partnership may not provide for continuation.

**Borrowing.** To borrow money by obligation either unsecured or secured, in such amounts, for such terms, at such rates of interest or without interest, and in such manner as my Agent may think desirable and to secure such loans by mortgage, pawn or pledge of Property or otherwise, and to mortgage or pledge Property for any period of time my Agent shall think desirable.

**Lending.** To make loans of Property to such persons, firms, partnerships, corporations, or political subdivision, including businesses or business interest in which my Agent may be personally interested for such purposes and for such periods, in such amounts and at such rates of interest, with or without security, and subject to such other terms as my Agent may determine.

**Exchanges.** To exchange Property for other property or to give options to exchange Property upon such terms as my Agent may deem advisable.

**Retention of Property.** To hold and retain Property in the form received so long as Agent deems advisable, and to purchase and retain securities or other properties, although of a kind or in an amount that would not ordinarily be considered suitable, whether or not such property is productive of income and even though it may not be prescribed or authorized by law.

**Improvements.** To raise any buildings or other structures as my Agent may consider expedient; to improve or develop immovable property; to erect, alter, or repair any buildings or other structures and to make any other kind of improvements my Agent may deem proper, to receive, accept, hold, use, control, administer, build upon, manage or otherwise improve, repair, divide or subdivide all or any Property in the manner and to the extent my Agent may deem advisable.

**Agents and Employees.** To employ or retain such employees, agents and advisors as my Agent may deem necessary, to assist in performing any duties of my Agent, including, but by way of illustration only, investment advice, management advice, and for any other purposes my Agent considers advisable, and to determine reasonable charges for such services and to make payment out of Property.

**Mutual Funds.** To acquire and retain for so long a period as my Agent may see fit the shares, preferred or common, of investment companies, or investment trusts, whether of the open-end or closed-end type, and without notice to anyone, to participate in any common trust fund or pooled investment fund.

**Life Insurance.** To insure the life of any other person on whose life I may have an insurable interest. Life insurance shall be in such amounts as my Agent may determine, and in such forms, as my Agent may deem wise by term insurance, ordinary life insurance, stated period payment insurance, endowment insurance or any other kind of life insurance. Proceeds of life insurance shall be made payable to any beneficiary or contingent beneficiary designated by my Agent. My Agent may elect any option provided by any policy. My Agent may surrender any of such policies at any time and obtain the cash surrender value, or may borrow against such value, or may exercise any other right of an owner of the policy.

**Custody and Location of Property.** To keep all or any part of the Property at any place in Louisiana or elsewhere within the United States or abroad with such depositories or custodians at such places as my Agent shall deem necessary or advisable and to have the power to hold securities in the names of nominees.

**Powers of Attorney.** To give such powers of attorney, general or special, with or without power of substitution, in connection with the exercise of other powers as my Agent may deem advisable.

**Miscellaneous Agreements.** My Agent may enter into any and all kinds of agreements on my behalf, whether or not specifically described in this paragraph.

**Retirement Plans.** To create and contribute to an Individual Retirement Account (IRA) or employee benefit plan (including self-employed plans) for my benefit; to select payment options under plans in which I participate, and to change options I have selected. To make and change beneficiary designations, to make voluntary contributions, to "roll-over" plan benefits into other retirement plans, and to borrow money and purchase assets from plans and to see assets thereof, if authorized by any such plan.

**Accounts.** To establish accounts of all kinds, (including checking and savings) for me with financial institutions, including banks, thrift institutions, brokerage firms, and credit unions. To modify, terminate make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or upon which I or my Agent are authorized signatories (except accounts held by me in a fiduciary capacity), whether such account was established by me or for me by my Agent. To negotiate, endorse or transfer any checks or other instruments with respect to any account; to contract for any services rendered by any bank or other institution.

**Safe-Deposit Boxes.** To contract with any institution for a safe-deposit box in my name. To have access to all safe-deposit boxes in my name or to which I am an authorized signatory (except in a fiduciary capacity) whether or not the contract for such safe-deposit box was executed by me (either alone or jointly with others) or by my Agent in my name. To add to and remove from the contents of any safe-deposit box and to terminate contracts for such boxes.

**Legal Proceedings.** To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all judicial or administrative proceedings, actions, suits, hearings, attachments, or sequestrations involving me in any way, including claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under circumstances causing the loss to be borne by me.

**Trusts.** To execute trust instruments on my behalf as settlor or co-settlor, whether or not I am a beneficiary. To make gifts in trust on my behalf to trusts created by my Agent or to others trusts. To provide that a trust shall be revocable or irrevocable, and interests in the trust spendthrift or freely alienable. To serve as trustee of any other trust created by or for my benefit. To add any trust on my behalf. To withdraw or receive the income or principal and to request or demand such withdrawals of any trust.

**Fiduciary Offices.** To renounce any fiduciary office to which I may be appointed or elected, including (but not limited to) executor, administrator, personal, representative, trustee, tutor, curator, guardian, attorney-in-fact, or officer or director of a corporation. to render such accountings of my activities as may be required.

**Taxation.** To represent me in all tax matters including federal income, gift, estate and excise taxes. To prepare, sign, and file federal, state or local income, gift and other tax returns, of all kinds, including joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the U.S. Tax Court or other courts regarding tax matters, and all other tax-related

documents, including consents and agreements under Section 2032A. Internal Revenue Code, consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service or any state or local taxing authority with respect to any tax year from the year 1975 to the year 2025. To pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate; to post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service or any other taxing authority. To exercise any elections I may have under federal, state or local tax law; and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for any period before any taxing authority. To engage, compensate and discharge attorneys, accountants and other tax and financial advisors and consultants to represent or assist me in connection with any tax matter involving or in any way related to me or any Property in which I have or may have any interest or responsibility.

**Gifts.** To make gifts or other gratuitous transfers either outright or in trust, (including the forgiveness of debt and the completion of any charitable pledge) to such person or organizations as my Agent shall select.

**Support.** To continue to support any person I have undertaken to support or to whom I may owe an obligation of support. Support may include payment of real property taxes, payments on loans secured by my residence, maintenance of my residence, food, clothing and shelter, medical, dental and psychiatric care, normal vacations and travel expenses; education, (including education at vocational and trade schools, training in music, stage, arts and sports, special training provided at institutions for the mentally or physically handicapped, preparatory, undergraduate and graduate or professional study in any field at public or private universities, colleges or other institutions of higher learning) including payments for tuition, books and incidental charges made by the educational institutions, travel costs to and from such institutions, room and board, and a reasonable amount of spending money. If I have been legally separated or divorced from my spouse, any support provided to such spouse by my Agent shall be limited to such support as may be required by law.

#### **ARTICLE IV HEALTH CARE**

I give my Agent all powers regarding the following health care matters that I could exercise on my own behalf, if capable of doing so. My Agent may:

**Medical Records.** Have access to any medical information in any form regarding my physical or mental condition, and to execute such consents as may be necessary to obtain it.

**Professionals.** Retain, compensate and discharge any health care professionals my Agent deems necessary to examine, evaluate or treat me, whether for emergency, elective, recuperative, convalescent or other care.

**Institutionalization.** Admit me to any health care facility recommended by a qualified health care professional, whether for physical or mental care or treatment, and remove me from such institution at any time, even if contrary to medical advice.

**Treatment.** Consent on my behalf to tests, treatment, medication, surgery, organ transplant or other procedures, and to revoke that consent, even if contrary to medical advice.

**Chemical Dependency.** Consent on my behalf to a course of treatment for chemical dependency, whether suspected or diagnosed, and to revoke such consent.

**Pain Relief.** Consent on my behalf to pain relief procedures, even if they are unconventional or experimental, even if their use may risk addiction, injury or foreshortening my life.

**Releases.** Release from liability any health care professional or institution that acts on my behalf in reliance on my Agent.

#### **ARTICLE V PERSONAL CARE**

I give my Agent all powers regarding the following personal care matters that I could exercise on my own behalf, if capable of doing so. My Agent may:

**Home Care.** Provide for my continued maintenance and support. As nearly as possible, I desire to maintain my accustomed standard of living. My Agent shall provide me with a suitable place to live, by maintaining me in my family residence or apartment (home), paying principal interest, taxes, insurance and repairs as necessary. My Agent may retain or discharge domestic servants, attendants, companions, nurses, sitters, or other persons who provide care for me and my home. My Agent may authorize

purchases of food, clothing, medical care and customary luxuries on my behalf.

**Institutional Care.** If recommended by my physician, my Agent may contract for institutional health care (hospital, retirement, facility, nursing home, hospice or other) on my behalf. If reasonably advised that my return home is unlikely because of my condition, my Agent may sell, exchange, lease, sublease or dispose of my home and such of its contents as are no longer useful to me and are not specifically bequeathed in my will, all on such terms as to price, payment and security as my Agent deems reasonable.

**Religious Needs .** Continue my affiliation with my church, keeping me accessible to its clergy, members and other representatives, continuing and renewing any pledge made by me whether for capital, operations or other purposes, and generally to assist me in maintaining my church relationships to the extent my health permits.

**Companions and Recreation.** Hire, discharge, direct and compensate such companions as may be necessary for my health, recreation, travel, and general wellbeing.

**Funeral Arrangements.** Arrange and contract for my funeral including appropriate arrangements and instructions for my funeral service or memorial service, including purchase of a burial plot or other appropriate disposition of my body. My Agent shall comply with such known written instructions as I may have or leave.

**Curator or Guardian.** Nominate on my behalf any person my Agent deems qualified (including my Agent) as my curator, undercurator, curator ad hoc, guardian, or conservator or any other fiduciary office I have a right to nominate or designate, to waive and bond on my behalf and to grant to that fiduciary or representative any powers that I might extend on my own behalf.

#### **ARTICLE VI REFUSAL OF MEDICAL TREATMENT**

I do not wish my life prolonged artificially through extraordinary or heroic means if my condition is terminal. Even over the objection of members of my family, my Agent may:

**Withdraw or Withhold Life Support.** If two licensed physicians (one of whom is my attending physician) have personally examined me and my attending physician has noted in my medical records that my condition is terminal and irreversible, my Agent may sign on my behalf any documents, waivers or releases necessary to withdraw, withhold or cease any procedure calculated only to prolong my life, including the use of a respirator, cardiopulmonary resuscitation, surgery, dialysis, blood transfusion, antibiotics, antirheumatic and pressor drugs or transplants.

**Nourishment.** Refuse or discontinue intravenous or parenteral feeding, misting, and endotracheal or nasogastric tubes, if advised that no undue pain will be caused to me.

**Declaration.** Contemplating that my medical care may be rendered in Louisiana, or that Louisiana law might otherwise apply, I have executed a Declaration Concerning Life-Sustaining Procedures ("Declaration") pursuant to Louisiana Revised Statutes 40:1299.58.1 and following as amended, a copy of which is attached. By executing that Declaration I do not intend to limit or reduce the powers over my person elsewhere granted to my Agent in this agency, but rather to convey to my Agent such additional powers as are necessary to make or carry out the terms of that Declaration.

#### **ARTICLE VII INCIDENTAL POWERS**

To enforce exercise of the powers granted in this document and to the extent I could act on my own behalf if capable, my Agent may:

**Proceedings.** Institute or defend any lawsuit or administrative proceedings on my behalf.

**Advisors and Employees.** Hire, compensate, instruct and discharge attorneys, accountants, appraisers, experts, consultants or other advisors, employees or independent contractors my Agent deems necessary.

**Modifications.** Amend this document as may be necessary to exercise the powers granted herein.

**Communications.** Open, read, respond to and redirect any written communications directed to me; represent me before any postal authority, messenger service, or information service relevant matters.

**Important Documents.** Disclose, copy or deny access to any document; exercise my privilege of

confidentiality and generally to care for and protect all information relevant to me in any form.

**Pets.** Provide continuing care for my pets or other animals owed by me or in my care, and contract and pay for their welfare.

#### **ARTICLE VIII THIRD PARTIES**

To protect third parties who deal with my Agent under powers granted in this agency, third persons may rely on my Agent's act or signature with the same force and effect as though I were personally present and acting for myself. Accordingly:

**Notice of Amendment or Revocation.** No person dealing with my Agent on my behalf shall be charged with any amendment to this agency or its revocation until actual notice thereof is delivered to the third party.

**Reliance.** Until they receive actual notice that this agency has been amended or revoked third persons may assume that my Agent is acting within the scope of powers granted by me in this agency, and that this agency remains effective. No person who deals with my agent shall be responsible for my Agent's proper application of funds or property.

**Information.** Persons who receive requests for information from my Agent are authorized to furnish it, as and when requested. I release them from any and all legal liability for furnishing the information my Agent requests. If that information is privileged, I waive the privilege. My Agent may disclose that information to such others as my Agent may deem appropriate.

#### **ARTICLE IX MISCELLANEOUS PROVISIONS**

**Expenses.** My Agent shall be entitled to reimbursement for all costs and expenses reasonably incurred on my behalf.

**Nomination.** I nominate my Agent to serve as my curator, undercurator, guardian, conservator and in any similar fiduciary capacity consonant with the powers granted in this agency. If not permitted to nominate my Agent, I nevertheless make the strongest recommendation that my Agent be qualified for all such offices. Likewise, I nominate my Agent as tutor, undertutor or guardian of the person and property of my minor children, or if not permitted to nominate, I make a similar strong recommendation that my Agent be appointed.

**Release.** I release and discharge my Agent and my Agent's heirs, successors and assigns from any and all liability to me, my heirs, successors and assigns arising out of any acts or omissions of my Agent, except for willful misconduct or gross negligence. My Agent shall have no responsibility to make my property productive of income, to increase the value of my estate or to diversify my investments.

**Applicable Law.** This instrument shall be governed by the laws of Louisiana.

**Revocation, Removal, Amendment and Resignation.** This agency may be amended or revoked by me. My Agent may be removed by me at any time by written document delivered to my Agent. If this agency has been recorded in the public records, the act of revocation, amendment or removal shall be filed or recorded in the same manner. My Agent may resign by written resignation delivered to me or, if I am incapacitated or interdicted, by delivery to any person with whom I am residing or who is responsible for my care.

THUS DONE AND SIGNED in \_\_\_\_\_ Parish, Louisiana, on  
\_\_\_\_\_, 20\_\_.

WITNESS:

\_\_\_\_\_  
WITNESS PRINCIPAL

\_\_\_\_\_  
WITNESS AGENT

\_\_\_\_\_  
NOTARY PUBLIC, PARISH OF \_\_\_\_\_, STATE OF LOUISIANA  
MY COMMISSION EXPIRES ON : \_\_\_\_\_