

Indiana Durable Financial Power of Attorney

Principal and Agent or Co-Agents

I, _____, (hereinafter the "Principal" presently residing at _____, in the State of Indiana, on this _____ day of _____, 20____, hereby revoke all prior durable financial power of attorney documents executed by me and hereby appoint as my attorney-in-fact (hereinafter my "Agent") to make financial decisions on my behalf as described in this document:

Name of Agent: _____ Phone Number: _____

Address: _____

-OR-

I appoint the following individuals as my "co-attorneys-in-fact" (hereinafter my "Co-Agents"):

[include full name, address and telephone number for each Co-Agent] to make financial decisions on my behalf as described in this document. Each Co-Agent may exercise its authority independently. If a Co-Agent(s) fails or ceases to serve, the remaining Co-Agent(s) may continue to act under the power of attorney without a successor for the Co-Agent(s) who failed or ceased to serve.

Successor Agent - An Agent may resign by giving notice to the Principal. If the Principal is incapacitated, then notice shall be provided to the Principal's guardian, if a guardian has been appointed for the Principal; and a Co-Agent or Successor Agent. If there is no guardian, Co-Agent, or Successor Agent, then notice shall be provided to the Principal's caregiver, another person reasonably believed by the Agent to have sufficient interest in the Principal's welfare; or a governmental agency having authority to protect the welfare of the Principal.

If my Agent or all Co-Agents resign, die, become incapacitated, are not qualified to serve, or decline to serve, I appoint as my Successor Agent to make financial decisions on my behalf as described in this document:

Name of Successor Agent: _____ Phone Number: _____

Address: _____

My Successor Agent has the same authority as that granted to the original Agent or Co-Agents; and may not act until the predecessor Agent or Co-Agents have resigned, have died, have become incapacitated, or are no longer qualified to serve, or have declined to serve. A Successor Agent who is named in a

power of attorney to succeed an Agent or Co-Agents who have failed or ceased to serve is not liable for the actions taken by a previous Agent or Co-Agents. The use of the term "Agent" applies to Co-Agent(s) and Successor Agent(s).

Nomination of Guardian / Conservator – If there is ever a need for me to have a conservator or guardian of my estate or person, I nominate the above individual(s) named in "Principal and Agent or Co-Agents" and "Successor Agent" to serve in that capacity in the same order of preference unless the court finds good cause for the above named individuals not to act in that capacity.

Governing Law – This Durable Financial Power of Attorney and the actions of my Agent are governed by the laws of the State of Indiana. My Agent should review the Indiana Code including Title 30 (Trusts and Fiduciaries), Article 5, (Powers of Attorney), Chapters 1 through 11, and all other relevant laws to ensure the Agent's conduct is in compliance with the laws of the State of Indiana.

Effective Date – This Durable Financial Power of Attorney is exercisable when executed will continue until my death or revocation. This Durable Financial Power of Attorney is not terminated by my subsequent incapacity.

Agent's Duties –

- Exercise of powers not required. The Agent is not required to exercise the powers granted under the power of attorney or to assume control of or responsibility for any of the Principal's property, care, or affairs, regardless of the Principal's physical or mental condition.
- Due care to act for benefit of Principal. The Agent shall use due care to act for the benefit of the Principal.
- Fiduciary capacity; exercise of all powers. An Agent shall exercise all powers granted under the power of attorney in a fiduciary capacity.
- Records of transactions; accounting. The Agent shall keep complete records of all transactions entered into by the Agent on behalf of the Principal for six (6) years after the date of the transaction; or until the records are delivered to the Successor attorney in fact; whichever occurs first.
- The Agent is not required to render an accounting. The Agent shall render a written accounting if an accounting is ordered by a court, requested in writing by the Principal, a guardian appointed for the Principal, or, upon the death of the Principal, the personal representative of the Principal's estate, or an heir or legatee of the Principal. The Agent shall deliver a requested accounting to the Principal; a guardian appointed for the Principal; the personal representative of the Principal's estate; an heir of the Principal after the death of the Principal; or a legatee of the Principal after the death of the Principal; not later than sixty (60) days after the date the Agent receives the written request for an accounting. In the event of the Principal's death, an accounting must be requested not later than nine (9) months after the date of the Principal's death. Not more than one (1) accounting is required in a twelve (12) month period unless the court, in its discretion, orders additional accountings. If an Agent fails to deliver an accounting, the person requesting the accounting may initiate an action in mandamus to compel the Agent

to render the accounting. The court may award the attorney's fees and court costs incurred to the person requesting the accounting if the court finds that the Agent failed to render an accounting as required without just cause.

- Agent's authority to hire persons; cost incurred to defend actions of Agent. An Agent has the authority to employ persons, including: attorneys; accountants; investment advisers; and Agents; to assist the Agent in the performance of the Agent's fiduciary duties. Any reasonable costs incurred with regard to services rendered for the benefit of the Principal shall be paid from the Principal's asset holdings. If an accounting is requested costs incurred by the Agent to defend the actions of the Agent on behalf of the Principal with regard to the preparation of the accounting; and to defend any other actions of the Agent on behalf of the Principal; shall be paid from the Principal's asset holdings. If a court determines that an Agent breached the Agent's fiduciary duty or obligation to the Principal; or was engaged in self-dealing activities with the Principal's asset holdings; the court may determine that the Agent is responsible for the payment of the costs incurred.

Agent's Specific Powers – Section 30-5-5-1. Incorporation of powers; references; similar or overlapping powers; modification. An Agent has the power granted under this chapter if the power of attorney incorporates the power by citing to a specific section of this chapter. Reference in a power of attorney to the descriptive language in sections 2 through 15, 18 and 19 of this chapter shall be construed as though the entire section is set out in full in the power of attorney. If powers are similar or overlap, the broadest power controls. A power of attorney may in writing delete from, add to, or modify in any manner a power incorporated by reference, including the power to make gifts under section 9 of this chapter.

[Principal shall initial next to each power that the Principal authorizes the Agent to have and shall strike through any power that the Principal does not authorize the Agent to have.]

_____ 30-5-5-2. Real property transactions

_____ 30-5-5-3. Tangible personal property transactions

_____ 30-5-5-4. Bond, share, and commodity transactions

_____ 30-5-5-4.5. Retirement plans

_____ 30-5-5-5. Banking transactions

_____ 30-5-5-6. Business operating transactions

_____ 30-5-5-7. Insurance transactions

_____ 30-5-5-7.5. Transfer on death transfers

_____ 30-5-5-8. Beneficiary transactions

_____ 30-5-5-9. Gift transactions

_____ 30-5-5-10. Fiduciary transactions

_____ 30-5-5-11. Claims and litigation

_____ 30-5-5-12. Family maintenance

_____ 30-5-5-13. Benefits from military service

_____ 30-5-5-14. Records, reports, and statements

_____ 30-5-5-14.5. Powers of Agent under language conferring general authority with respect to electronic records, reports, and statements

_____ 30-5-5-15. Estate transactions

_____ 30-5-5-18. Delegation of authority

_____ 30-5-5-19. All other matters

Reimbursement and Compensation of Agent – An Agent is entitled to reimbursement of all reasonable expenses advanced by the attorney in fact on behalf of the Principal. An Agent is entitled to a reasonable fee for services rendered. The Agent shall, not later than twelve (12) months after the date the service is rendered, notify the Principal in writing of the amount claimed as compensation for rendering the service.

Agent's Acceptance of Appointment — A person accepts appointment as an Agent by exercising authority or performing duties as an Agent or by any other assertion or conduct indicating acceptance. The scope of an Agent's acceptance is limited to those aspects of the power of attorney for which the Agent's assertions or conduct reasonably manifests acceptance.

Exoneration of Agent and Agent's Liability — The Agent is liable only if the Agent acts in bad faith. This exoneration is binding on the Principal and the Principal's Successors in interest. The Agent is liable for the negligent exercise of the power of attorney in accordance. An Agent that violates this section is liable to the Principal or the Principal's Successors in interest for damages and an amount required to reimburse the Principal or the Principal's Successors in interest for the attorney's fees and costs paid as a result of the violation.

Agent's Resignation— An Agent may resign by giving notice to the Principal, to the guardian if the Principal is incapacitated and one has been appointed for the Principal, and to any Co-Agent, or if none, the next Successor Agent.

Death of Principal; missing or missing in action – This power of attorney terminates on the death of the Principal. The death of a Principal who has executed a written power of attorney does not revoke or terminate the power of attorney as to the Agent or other person who, without actual knowledge of the death of the Principal, acts in good faith under the power. Unless otherwise invalid or unenforceable, an action taken under this subsection binds the Principal and the Principal's Successors in interest. Notice from the United States Department of Defense of the death of a Principal who has given a power of

attorney is official notice of the death of the Principal. A report or listing of the Principal's being missing or missing in action does not do any of the following: (1) Constitute and may not be interpreted as actual notice of the death of the Principal. (2) Terminate the power of attorney.

Signature & Acknowledgement

I am the maker of this instrument and am fully informed as to all the contents of this Durable Financial Power of Attorney. I understand the full import of this grant of powers to my Agent(s).

Principal's Signature _____ Date _____

The following subscribing witnesses have appeared before the Notary Public and swear that he or she witnessed the maker of this instrument execute the instrument as the maker's own act.

First Witness _____

Address _____

Telephone _____

Signature _____ Date _____

Second Witness _____

Address _____

Telephone _____

Signature _____ Date _____

STATE OF INDIANA

COUNTY OF _____

The maker and the witnesses personally appeared before me and the foregoing instrument was

acknowledged before me on this the ____ day of _____ (month), 20____ (year), by

_____ (name of Notary Public). I am satisfied that the person(s) who made the acknowledgment or proof was the maker of or the witness to the instrument.

(Signature of Notary Public - State of Indiana)

(Print, Type, or Stamp
Commissioned Name of Notary Public)