

State of Georgia  
County of \_\_\_\_\_

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**STATUTORY POWER OF ATTORNEY**

**IMPORTANT INFORMATION**

This power of attorney authorizes another person (your Agent) to make decisions concerning your property for you (the Principal) and is intended to substantially reflect the language of the statutory form set forth in O.C.G.A. Chapter 6B of Title 10. 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 and included in the attached Addendum.

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, attached as Exhibit A, 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 one or more Successor Agents, or name a Co-Agent. 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.

This power of attorney shall be durable, such that the authority granted to your Agent under this power of attorney will continue during any period of your incapacity, 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.**

## **I. DESIGNATION OF AGENT**

I, \_\_\_\_\_ (the "Principal"), name the following person as my Agent:

Name:  
Address:  
Telephone:  
E-mail Address:

## **II. DESIGNATION OF SUCCESSOR AGENTS**

If my Agent is unable or unwilling to act for me, I name as my Successor Agent:

Name:  
Address:  
Telephone:  
E-mail Address:

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

Name:  
  
Address:  
Telephone:  
E-mail Address:

## **III. GRANT OF GENERAL AUTHORITY**

I grant my 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 and set forth in the attached Addendum:

(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

#### **IV. GRANT OF SPECIFIC AUTHORITY**

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
- Exercise 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 person(s) for whom the Principal acts as a fiduciary) in the Special Instructions
- Renounce an interest in property, including a power of appointment

#### **V. SPECIAL INSTRUCTIONS**

The Special Instructions for this power of attorney are attached hereto as Exhibit A.

#### **VI. EFFECTIVE DATE**

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

#### **VII. NOMINATION OF CONSERVATOR**

If it becomes necessary for a court to appoint a Conservator of my estate, I nominate the person(s) then serving as my Agent hereunder for appointment.

**VIII. 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.

**IX. SIGNATURE AND ACKNOWLEDGMENT**

\_\_\_\_\_  
*Signature of Principal*

\_\_\_\_\_  
*(Date)*

Print Name:  
Address:  
Telephone:  
E-mail Address:

This document was signed by the Principal in the presence of all parties listed below on \_\_\_\_\_, 2023.

\_\_\_\_\_  
*(Signature of First Witness)*

\_\_\_\_\_  
*(Date)*

Print Name:  
Address:  
Telephone:  
E-mail Address:

\_\_\_\_\_  
*(Signature of Second Witness)*

\_\_\_\_\_  
*(Date)*

Print Name:  
Address:  
Telephone:  
E-mail Address:

State of Georgia  
County of \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

(Notary Seal)

\_\_\_\_\_  
*(Date)*

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 you 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:

**(Principal's Name) by (Your Signature) as Agent.**

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 upon your resignation, in accordance with O.C.G.A. § 10-6B-18, or 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 and set forth in the attached Addendum. 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.**

## EXHIBIT A

### Section V. SPECIAL INSTRUCTIONS

A. **“Agent,” defined.** As used in this power of attorney, the term “Agent” shall include any Co-Agent (as defined in Paragraph N., below) and/or Successor Agent serving hereunder, except where the context clearly indicates otherwise.

B. **Agent’s Fiduciary Duties.** My Agent owes to me, the Principal, the fiduciary duties of care, loyalty, and good faith, such that my Agent shall act only for my benefit, or as my Agent, in good faith, believes I would have acted.

C. **Authority of Agent Regarding Qualified Tuition Plans.** I hereby authorize my Agent to apply for, fund, modify, withdraw from or terminate a qualified tuition plan authorized under 26 U.S.C. § 529, or its successor provisions, for any qualified person, including the right to combine accounts, to transfer an account from one state to another, to redirect the investment of the account (to the extent permitted by law), to change the designated beneficiary of the plan, or to change the account owner (to the extent permitted by law).

D. **Authority of Agent Regarding Government Benefits.** I hereby authorize my Agent to apply for, and make any elections required for payments of, governmental benefits to which I may be entitled, including, but not limited to, Medicaid or other means-tested benefits, to take possession of all such benefits, and to administer and distribute such benefits to me, or for my benefit. For purposes of any Social Security benefits to which I may be entitled, I hereby designate my Agent as my “Representative Payee.”

E. **Revocation.** This power of attorney revokes any previous powers of attorney granted by me, except that it shall *not* revoke any non-statutory form power of attorney that I have executed contemporaneously herewith, any other original of this power of attorney that I have executed contemporaneously herewith, or any Georgia Advance Directive for Health Care or Georgia Psychiatric Advance Directive which I have granted prior hereto. I retain the right, at any time, to revoke any Agent’s authority hereunder and to revoke this power of attorney in its entirety. Revocation or termination of an Agent’s authority or of this power of attorney shall not be effective as to the Agent or another person that, without actual knowledge of the revocation or termination, acts in good faith under this power of attorney. An act so performed, unless otherwise invalid or unenforceable, shall be binding upon me and my successors in interest. An affidavit executed by my Agent stating that he or she does not have at the time of doing an act pursuant to this power of attorney, actual knowledge of the revocation or termination of the Agent’s authority or of this power of attorney is, in the absence of fraud, conclusive proof of the non-revocation or non-termination of the Agent’s authority and of the power of attorney at that time. Furthermore, in the event that this power of attorney is revoked, it shall be deemed to be in full force and effect as to all persons who or which shall act in good faith reliance thereon prior to receipt of actual notice of such revocation.

F. **Authority of Agent to Make a Gift.** In addition to or in excess of the authority to make gifts authorized by O.C.G.A. § 10-6B-56, I hereby expressly grant my Agent authority to give or to gratuitously transfer any or all of my personal or real property, outright or in trust, including the authority to consent, pursuant to 26 U.S.C. § 2513, to the splitting of a gift made by my spouse (if I am then married), if my Agent, in the exercise of the sole discretion of my Agent, determines that I might reasonably be expected to make such transfers; provided, however, that any gifts for the benefit of an individual with a disability shall be made to a third-party Special Needs Trust (or similar vehicle, including an ABLE account described in 26 U.S.C. § 529A) for the “supplemental care” of such individual. In making this determination, my Agent shall, to the extent my Agent has personal knowledge, take into consideration the following factors: The value of my entire estate and the income produced thereby; the probable expenses for my support, care and maintenance for the remainder of my lifetime; my eligibility or the eligibility of a beneficiary of mine for a benefit, a program, or assistance under a law or regulation; the identity of the proposed transferees and in particular whether they are natural objects of my bounty by relationship or my prior behavior; the estate planning and income tax benefits to be derived by the transfer as well as the possible harm to any interested party; and any previous history of or predisposition by me toward making similar transfers; provided that under no circumstances may my Agent transfer under this Paragraph to my Agent, or to any other person to whom my Agent owes a duty of support, an amount in excess of the amount necessary to provide for health, education and support in reasonable comfort of my Agent, or such other person, but my Agent need not take into consideration the income or other means of support available to my Agent or such other person.

G. **Authority of Agent Regarding Digital Assets, Digital Accounts, and Digital Devices.** I hereby authorize my Agent to take any action with respect to my Digital Assets, Digital Accounts, and Digital Devices (as defined hereinbelow), as my Agent shall deem necessary or appropriate, including changing the terms of a service agreement or other governing instrument, and as shall be permitted under applicable state, federal, or international law, giving due effect to the authorization provided in this Paragraph. This authority shall include, but shall not be limited to, (i) the authority to access or control any Digital Device, including any computer, camera, telephone, or data storage device which is or was owned or lawfully used by me, individually or jointly, (ii) the authority to manage, control, delete, or terminate any e-mail, telephone, bank, brokerage, investment, insurance, social networking, internet service provider, retail vendor, utility or other account which is or was owned or lawfully used by me, individually or jointly, and (iii) the authority to change my username and password to gain access to such accounts and information. I expressly authorize the disclosure to my Agent of (a) a full catalogue of my Digital Assets and Digital Accounts, including a full catalogue of my electronic communications, and (b) all content of electronic communications sent or received by me. My Agent may engage experts or consultants or any other third party, and may delegate authority to such experts, consultants or third party, as necessary or appropriate to effectuate the actions authorized under this Paragraph, including, but not limited to, such authority as may be necessary or appropriate to decrypt electronically stored information, or to bypass, reset or recover any password or



other kind of authentication or authorization. This authority is intended to give my “lawful consent” for my Agent to take the actions described in this Paragraph, to the fullest extent allowable under the Electronic Communications Privacy Act, as amended, the Computer Fraud and Abuse Act of 1986, as amended, the Gramm-Leach-Bliley Act, as amended, the Revised Uniform Fiduciary Access to Digital Assets Act under Georgia law, as amended, and any other federal, state, or international laws (including, but not limited to, any data privacy laws or criminal laws) that may require such consent or authorization. To the extent that a specific reference to any such law is required in order to grant my Agent the authority described in this Paragraph, I hereby express my intent to reference such law, whether currently in existence or enacted or amended to require such reference after the date of this power of attorney.

The following definitions and descriptions shall apply to the authority of my Agent with respect to my Digital Assets, Digital Accounts, and Digital Devices.

1. “Catalogue of electronic communications” shall mean a record of identifying information regarding electronic communications (as defined in 18 U.S.C. § 2510(12), as amended) sent or received by me, including, without limitation, the identity of the person with whom I had the communication, the electronic address of such person, and the time and date of the communication.

2. “Content of electronic communications” shall mean information concerning the substance or meaning of electronic communications (as defined in 18 U.S.C. § 2510(12), as amended) sent or received by me which is stored in electronic form by a custodian providing service for such communications to the public, or which is carried or maintained by a remote-computing service to the public, and which is not readily accessible to the public.

3. “Digital Assets” shall include any electronic record in which I have or had a right or interest, including any asset or liability which is itself an electronic record, regardless of the ownership of the device or account used to create such electronic record.

4. A “Digital Device” is an electronic device that can create, generate, send, share, communicate, receive, store, display, or process information.

5. “Digital Accounts” shall include all arrangements under which a custodian carries, maintains, processes, receives or stores a Digital Asset or provides goods or services in which I have or had an interest, or which I am or was lawfully entitled to use, either individually or jointly, regardless of the ownership of any device on which the Digital Account is accessed or stored.

H. **Authority of Agent Regarding Special Needs Trusts.** I hereby authorize my Agent to establish a trust which complies with the provisions of 42 U.S.C. § 1396p(c)(2)(B)(iii) and (iv) and 42 U.S.C. § 1396p(d)(4)(A) or (C) (as the same may be amended from time to time, or similar statute), whether for my benefit or for the benefit of another, and to fund it, whether with my assets or with the assets

of another, upon such terms and conditions as may be necessary or advisable, and with full authority to execute any and all agreements or other documents necessary or advisable to effectuate same. I also hereby authorize my Agent to establish and fund, whether with my assets or with the assets of another, an ABLE account authorized by 26 U.S.C. § 529A, or its successor provisions, for a qualified beneficiary, to transfer such an account from one state to another, to direct the investment of the account (to the extent permitted by law), and to change the designated beneficiary of the account and the owner of the account (to the extent permitted by law).

**I. Scope of Authority Over General Subjects and Other Matters.** With respect to each subject listed within Section III of this power of attorney over which my Agent is granted authority hereunder, and with respect to any other subject or matter over which my Agent is granted authority under this power of attorney, I authorize my Agent (in addition to, and not in limitation of, such other authority granted hereunder and except as otherwise provided in this power of attorney) to:

1. Demand, receive, and obtain by litigation or otherwise, money or any other thing of value to which the Principal is, may become, or claims to be entitled, and conserve, invest, disburse, or use anything so received or obtained for the purposes intended;

2. Contract in any manner with any person, on terms agreeable to the Agent, to accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate, release, or modify the contract or another contract made by or on behalf of the Principal;

3. Execute, acknowledge, seal, deliver, file, or record any instrument or communication the Agent considers desirable to accomplish a purpose of a transaction, including creating at any time a schedule listing some or all of the Principal's property and attaching it to the power of attorney;

4. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to a claim existing in favor of or against the Principal or intervene in litigation relating to the claim;

5. Seek on the Principal's behalf the assistance of a court or other governmental agency to carry out an act authorized in the power of attorney;

6. Engage, compensate, and discharge an attorney, accountant, discretionary investment manager, expert witness, or other advisor;

7. Prepare, execute, and file a record, report, or other document to safeguard or promote the Principal's interest under a law or regulation;

8. Communicate with any representative or employee of a government or governmental subdivision, agency, or instrumentality, on behalf of the Principal;

9. Except as otherwise provided under federal privacy laws, access communications intended for, and communicate on behalf of the Principal, whether by mail, electronic transmission, telephone, or other means; and

10. Do any lawful act with respect to the subject and all property related to the subject.

J. **Grant of Broad General Authority.** Except as expressly limited in this power of attorney, I also hereby generally authorize my Agent to do all other acts, deeds, matters and things in or about my estate, property and affairs, or to concur with persons jointly interested with myself therein in doing all acts, deeds, matters and things herein, either particularly or generally described, as fully and effectually to all intents and purposes as I could do in my own person if personally present and competent. This grant of broad general authority shall include, but shall not be limited to, authority granted under Section III of this power of attorney.

K. **Limitations on Powers.** Notwithstanding any other provision in this power of attorney, any authority granted to my Agent herein shall be limited so as to prevent this power of attorney from causing my Agent to be taxed on my income (unless my Agent is my spouse) or from causing my assets to be subject to a general power of appointment by my Agent, as “general power of appointment” is defined in 26 U.S.C. § 2041 (or any successor provision), and furthermore, my Agent shall not hold any power or authority with respect to any policy of insurance owned by me on the life of my Agent, or any trust created by my Agent as to which I am acting as Trustee, unless such trust would otherwise be included in my Agent’s taxable estate for Federal estate tax purposes if my Agent did not hold such power. No Agent may use any of my assets in a manner that would discharge the legal obligation of that Agent to support any donee. If one or more Agents acting hereunder are prohibited, by reason of this Paragraph, from taking any action otherwise authorized hereunder, the remaining Agents (if any) are authorized, solely for the purpose of such action, to act without the consent of the Agent so prohibited from acting.

L. **Liability.** No Agent shall incur liability as a result of any error of judgment, mistake of law or action of any kind taken or omitted in connection with this power of attorney, if done in good faith and reasonably believed by the Agent to be in my best interest and in furtherance of the purposes of this instrument. The Agent shall only be liable for matters in which the Agent acted out of bad faith, or in which the Agent acted with reckless indifference to the purposes of this power of attorney, as proved by clear and convincing evidence. If there are multiple Agents acting, no Agent shall have any duty to monitor or evaluate the actions of the other Agent(s), subject to the Agent’s duty to notify me or safeguard my best interest in the event that the Agent has actual knowledge of a breach or imminent breach of fiduciary duty by another Agent acting hereunder. An Agent acting hereunder shall be indemnified from my assets against any claim or demand relating to the Agent’s conduct under this power of attorney, unless the Agent is determined, by clear and convincing evidence, to have acted out of bad faith, or with reckless indifference to the purposes of this power of attorney. Expenses incurred by an Agent in defending

any such claim or demand shall be paid by my assets in advance of the final disposition of such claim or demand, provided the Agent agrees to reimburse me, or my successors, if it is determined that the Agent would not otherwise be entitled to indemnification in accordance with this Paragraph.

M. **Governing Law.** The meaning and effect of this power of attorney shall be determined by the law of the State of Georgia, and it shall be construed and interpreted accordingly.

N. **Co-Agents.** Any Co-Agents I designate to act on my behalf by this power of attorney, or any individuals deemed to be Co-Agents of mine (each, a “Co-Agent”), must exercise any authority I have granted or have been deemed to have granted by this power of attorney in agreement with one another and shall not have any authority to act independently of one another. Before exercising any such authority, a Co-Agent must first require and receive from the other Co-Agent written evidence that the Co-Agent approves such exercise of authority.

O. **No Bond Required.** No Agent shall be obligated to furnish bond or other security.

P. **Confirmation of Agent’s Acts.** I hereby ratify and confirm all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers granted herein.

Q. **Gender and Number.** Except where the context indicates otherwise, words in the singular number shall include the plural, and words in the masculine gender shall include the feminine, and vice versa.

R. **Compensation.** My Agent, and any successors, may receive reasonable compensation for services rendered hereunder (unless my Agent, or any successor, waives such compensation), and shall be reimbursed for any out of pocket expenses reasonably incurred by them in connection with the proper execution of their duties hereunder. If my Agent engages in a professional occupation that involves charging an hourly rate for services rendered, my Agent may be compensated at his or her hourly rate for actual time spent in connection with his or her services.

## ADDENDUM

This Addendum includes the definitions and meaning of authority over the subjects listed within Section III of this power of attorney entitled "Grant of General Authority" in substantially the form as those definitions are set forth in O.C.G.A. Chapter 6B of Title 10.

This Addendum DOES NOT, itself, grant my Agent any authority, but only defines the authority which may be granted to my Agent with respect to each subject listed within Section III of this power of attorney.

My Agent shall have the authority over a subject defined in this Addendum ONLY TO THE EXTENT that I have granted my Agent general authority over that subject under Section III of this power of attorney, and then only to the extent that this power of attorney does not provide otherwise.

1. Real property. Authorizes my Agent to:

- (1) Demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property;
- (2) Sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property;
- (3) Pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;
- (4) Release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted;
- (5) Manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the Principal, including:
  - (A) Insuring against liability or casualty or other loss;
  - (B) Obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;
  - (C) Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with such taxes or assessments; and
  - (D) Purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property;
- (6) Use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the Principal has, or claims to have, an interest or right;

- (7) Participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including:
  - (A) Selling or otherwise disposing of them;
  - (B) Exercising or selling an option, right of conversion, or similar right with respect to them; and
  - (C) Exercising any voting rights in person or by proxy;
- (8) Change the form of title of an interest in or right incident to real property; and
- (9) Dedicate to public use, with or without consideration, easements or other real property in which the Principal has, or claims to have, an interest.

2. Tangible personal property. Authorizes my Agent to:

- (1) Demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property;
- (2) Sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or otherwise dispose of tangible personal property or an interest in tangible personal property;
- (3) Grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;
- (4) Release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the Principal, with respect to tangible personal property or an interest in tangible personal property;
- (5) Manage or conserve tangible personal property or an interest in tangible personal property on behalf of the Principal, including:
  - (A) Insuring against liability or casualty or other loss;
  - (B) Obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise;
  - (C) Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with such taxes or assessments;
  - (D) Moving the property from place to place;
  - (E) Storing the property for hire or on a gratuitous bailment; and
  - (F) Using and making repairs, alterations, or improvements to the property; and
- (6) Change the form of title of an interest in tangible personal property.

3. Stocks and bonds. Authorizes my Agent to:

- (1) Buy, sell, and exchange stocks and bonds;
- (2) Establish, continue, modify, or terminate an account with respect to stocks and bonds;

- (3) Pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the Principal;
- (4) Receive certificates and other evidences of ownership with respect to stocks and bonds; and
- (5) Exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

4. Commodities and options. Authorizes my Agent to:

- (1) Buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange; and
- (2) Establish, continue, modify, and terminate option accounts.

5. Banks and other financial institutions. Authorizes my Agent to:

- (1) Continue, modify, and terminate an account or other banking arrangement made by or on behalf of the Principal;
- (2) Establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the Agent;
- (3) Contract for services available from a financial institution, including renting a safe deposit box or space in a vault;
- (4) Withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the Principal deposited with or left in the custody of a financial institution;
- (5) Receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them;
- (6) Enter a safe deposit box or vault and withdraw or add to the contents;
- (7) Borrow money and pledge as security personal property of the Principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;
- (8) Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the Principal or payable to the Principal or the Principal's order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the Principal and pay it when due;
- (9) Receive for the Principal and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument;
- (10) Apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and
- (11) Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

6. Operation of entity or business. Authorizes my Agent to:

- (1) Operate, buy, sell, enlarge, reduce, or terminate an ownership interest;
- (2) Perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that the Principal has, may have, or claims to have;
- (3) Enforce the terms of an ownership agreement;
- (4) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the Principal is a party because of an ownership interest;
- (5) Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the Principal has or claims to have as the holder of stocks and bonds;
- (6) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the Principal is a party concerning stocks and bonds;
- (7) With respect to an entity or business owned solely by the Principal:
  - (A) Continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the Principal with respect to the entity or business before execution of the power of attorney;
  - (B) Determine:
    - (i) The location of its operation;
    - (ii) The nature and extent of its business;
    - (iii) The methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation;
    - (iv) The amount and types of insurance carried; and
    - (v) The mode of engaging, compensating, and dealing with its employees and accountants, attorneys, or other advisors;
  - (C) Change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and
  - (D) Demand and receive money due or claimed by the Principal or on the Principal's behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business;
- (8) Put additional capital into an entity or business in which the Principal has an interest;
- (9) Join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business;
- (10) Sell or liquidate all or part of an entity or business;
- (11) Establish the value of an entity or business under a buy-out agreement to which the Principal is a party;
- (12) Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments;
- (13) Pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect the Principal from illegal or unnecessary



- taxation, assessments, fines, or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney; and
- (14) Exercise the Principal's fiduciary powers associated with an ownership interest.

7. Insurance and annuities. Authorizes my Agent to:

- (1) Continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the Principal which insures or provides an annuity to either the Principal or another person, whether or not the Principal is a beneficiary under the contract;
- (2) Procure new, different, and additional contracts of insurance and annuities for the Principal and the Principal's spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment;
- (3) Pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the Agent;
- (4) Apply for and receive a loan secured by a contract of insurance or annuity;
- (5) Surrender and receive the cash surrender value on a contract of insurance or annuity;
- (6) Exercise an election;
- (7) Exercise investment powers available under a contract of insurance or annuity;
- (8) Change the manner of paying premiums on a contract of insurance or annuity;
- (9) Change or convert the type of insurance or annuity with respect to which the Principal has or claims to have authority described in this Section 7;
- (10) Apply for and procure a benefit or assistance under a law or regulation to guarantee or pay premiums of a contract of insurance on the life of the Principal;
- (11) Collect, sell, assign, hypothecate, borrow against, or pledge the interest of the Principal in a contract of insurance or annuity;
- (12) Select the form and timing of the payment of proceeds from a contract of insurance or annuity; and
- (13) Pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of such tax or assessment.

8. Estates, trusts, and other beneficial interests. Authorizes my Agent to:

- (1) Accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from an estate, trust, or other beneficial interest;
- (2) Demand or obtain money or any other thing of value to which the Principal is, may become, or claims to be, entitled by reason of an estate, trust, or other beneficial interest, by litigation or otherwise;

- (3) Exercise for the benefit of the Principal a presently exercisable general power of appointment held by the Principal;
- (4) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the Principal;
- (5) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary;
- (6) Conserve, invest, disburse, or use anything received for an authorized purpose;
- (7) Create, amend, and revoke a revocable trust so long as the terms of the trust only authorize distributions that would be allowable under the power of attorney if the Principal held the trust assets outright and provide for the distribution of all trust assets to the Principal's estate upon the Principal's death;
- (8) Transfer an interest of the Principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the Principal as settlor or as described in Subparagraph (7) of this Section 8; and
- (9) With respect to a *bona fide* dispute, consent to a reduction in or modification of a share in or payment from an estate, trust, or other beneficial interest.

As used in this Section 8, the terms "estate, trust, or other beneficial interest" mean a trust, probate estate, guardianship, conservatorship, escrow, or custodianship or a fund from which the Principal is, may become, or claims to be, entitled to a share or payment.

9. Claims and litigation. Authorizes my Agent to:

- (1) Assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or any other thing of value, recover damages sustained by the Principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief;
- (2) Bring an action to determine adverse claims or intervene or otherwise participate in litigation;
- (3) Seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree;
- (4) Make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the Principal in litigation;
- (5) Submit to alternative dispute resolution, settle, and propose or accept a compromise;
- (6) Waive the issuance and service of process upon the Principal, accept service of process, appear for the Principal, designate persons upon which process directed to the Principal may be served, execute and file or deliver

- stipulations on the Principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation;
- (7) Act for the Principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the Principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the Principal in property or any other thing of value;
  - (8) Pay a judgment, award, or order against the Principal or a settlement made in connection with a claim or litigation; and
  - (9) Receive money or any other thing of value paid in settlement of or as proceeds of a claim or litigation.

10. Personal and family maintenance. Authorizes my Agent to:

- (1) Perform the acts necessary to maintain the customary standard of living of the Principal, the Principal's spouse, and the following individuals, whether living when the power of attorney is executed or later born:
  - (A) The Principal's minor children;
  - (B) The Principal's adult children who are pursuing a postsecondary school education and are under 25 years of age;
  - (C) Any adult child of the Principal with a disability or disabilities;
  - (D) The Principal's parents or the parents of the Principal's spouse, if the Principal had established a pattern of such payments or indicated a clear intent to make such payments;
  - (E) The Principal's minor dependents who are not also the Principal's children, if the Principal had established a pattern of such payments or indicated a clear intent to make such payments;
  - (F) The Principal's adult descendants who are under 25 years of age, not the Principal's children, and pursuing a postsecondary school education, if the Principal had established a pattern of such payments or indicated a clear intent to make such payments; and
  - (G) Any other individuals legally entitled to be supported by the Principal;
- (2) Make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the Principal is a party;
- (3) Provide living quarters for the individuals described in Subparagraph (1) of this Section 10 by:
  - (A) Purchase, lease, or other contract; or
  - (B) Paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by the Principal or occupied by those individuals;
- (4) Provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for

- individuals described in Subparagraph (1) of this Section 10 to enable such individuals to maintain their customary standard of living;
- (5) Pay expenses for necessary health care and custodial care on behalf of the individuals described in Subparagraph (1) of this Section 10;
  - (6) Act as the Principal's personal representative pursuant to the Health Insurance Portability and Accountability Act, §§ 1171 through 1179 of the Social Security Act, 42 U.S.C. § 1320d, and applicable regulations in making decisions related to the past, present, or future payment for the provision of health care consented to by the Principal or anyone authorized under the laws of this state to consent to health care on behalf of the Principal;
  - (7) Continue any provision made by the Principal for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals described in Subparagraph (1) of this Section 10;
  - (8) Maintain credit and debit accounts for the convenience of the individuals described in Subparagraph (1) of this Section 10 and open new accounts; and
  - (9) Continue payments incidental to the membership or affiliation of the Principal in a religious institution, club, society, order, or other organization or to continue contributions to those organizations.

Authority with respect to personal and family maintenance shall be neither dependent upon, nor limited by, authority that my Agent may or may not have with respect to gifts under O.C.G.A. Chapter 6B of Title 10.

11. Benefits from governmental programs or civil or military service. Authorizes my Agent to:

- (1) Execute vouchers in the name of the Principal for allowances and reimbursements payable by the United States or a foreign government or by a state or political subdivision of a state to the Principal, including allowances and reimbursements for transportation of the individuals described in Subparagraph (1) of the foregoing Section 10, "Personal and family maintenance," and for shipment of their household effects;
- (2) Take possession and order the removal and shipment of property of the Principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for such purpose;
- (3) Enroll in, apply for, select, reject, change, amend, or discontinue, on the Principal's behalf, a benefit or program;
- (4) Prepare, file, and maintain a claim of the Principal for a benefit or assistance, financial or otherwise, to which such Principal may be entitled under a law or regulation;
- (5) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance the Principal may be entitled to receive under a law or regulation; and

- (6) Receive the financial proceeds of a claim described in subparagraph (4) of this paragraph and conserve, invest, disburse, or use for a lawful purpose anything so received.

As used in this Section 11, the term “benefits from governmental programs or civil or military service” means any benefit, program, or assistance provided under a law or regulation, including Social Security, Medicare, and Medicaid.

12. Retirement plans. Authorizes my Agent to:

- (1) Select the form and timing of payments under a retirement plan and withdraw benefits from a plan;
- (2) Make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another;
- (3) Establish a retirement plan in the Principal’s name;
- (4) Make contributions to a retirement plan;
- (5) Exercise investment powers available under a retirement plan; and
- (6) Borrow from, sell assets to, or purchase assets from a retirement plan.

As used in this Section 12, the term “retirement plan” has the meaning set forth in O.C.G.A. § 10-6B-54(a).

13. Taxes. Authorizes my Agent to:

- (1) Prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under 26 U.S.C. § 2032A, closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years;
- (2) Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority;
- (3) Exercise any election available to the Principal under federal, state, local, or foreign tax law; and
- (4) Act for the Principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

**AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY AND AGENT'S AUTHORITY**

State of Georgia  
County of \_\_\_\_\_

I, \_\_\_\_\_, certify under penalty of perjury that \_\_\_\_\_ granted me authority as his Agent in a Power of Attorney dated \_\_\_\_\_, 2023.

I further certify that to my knowledge:

- (1) The Principal is alive and has not revoked the Power of Attorney or my authority to act under the Power of Attorney, and the Power of Attorney and my authority to act under the Power of Attorney have not terminated.
- (2) The Power of Attorney was effective upon signature.

**SIGNATURE AND ACKNOWLEDGMENT**

\_\_\_\_\_  
*(Date)*

Address:  
Telephone:  
E-mail Address

State of Georgia  
County of \_\_\_\_\_

This document was signed in my presence on \_\_\_\_\_, 2023  
by the Agent.

\_\_\_\_\_  
Notary Public (Notary Seal)

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

This document prepared by: