

OHIO DURABLE GENERAL POWER OF ATTORNEY

of

(Principal's name)

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.
- This document attempts to be self-contained, but is, nonetheless, controlled by Ohio's version of the Uniform Power of Attorney Act (sections 1337.21 to 1337.64 of the Ohio Revised Code.)
- 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 Special Instructions.
- This form provides for designation of one agent. If you wish to name more than one agent you may name a coagent in the Special Instructions. Coagents are not 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 becomes effective immediately unless you state otherwise in the Special Instructions.

ACTIONS REQUIRING EXPRESS AUTHORIZATION

Unless expressly authorized by my initials in the Grants of Specific Authority or authorized and initialed by me in the Special Instructions, this power of attorney does not grant authority to my agent to do any of the following:

- Create a trust;
- Amend, revoke, or terminate an inter vivos trust, even if specific authority to do so is granted to the agent in the trust agreement;
- Make a gift;
- Create or change rights of survivorship;
- Create or change a beneficiary designation;
- Delegate authority granted under the 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 fiduciary powers that the principal has authority to delegate.

CAUTION: Granting any of the above eight powers 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.

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.

(The remainder of this page was intentionally left blank.)

DESIGNATION OF AGENT

I, _____, (Name of Principal)
designate the following person as my agent:

Name of Agent: _____

Agent's Address: _____

Agent's Telephone Number(s): _____

Agent's Email Address: _____

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If my agent is unable or unwilling to act for me, I designate the following person as
my successor agent:

Name of Successor Agent: _____

Successor Agent's Address: _____

Successor Agent's Telephone Number(s): _____

Successor Agent's Email Address: _____

If my successor agent is unable or unwilling to act for me, I designate the following person as my second successor agent:

Name of Second Successor Agent: _____

Second Successor Agent's Address: _____

Second Successor Agent's Telephone Number(s): _____

Second Successor Agent's Email Address: _____

If I have not named a successor agent under this Power of Attorney, or if that successor for any reason is unable to assume the duties of Agent, I name the first of the following persons to serve as agent with authority to exercise such of those powers and authorities as he or she may specify.

1. Any appointee nominated in writing by the previously-acting Agent(s), acting jointly or severally.

2. My Attorney at Law: _____

3. My Accountant: _____

4. By majority vote or nomination of my adult children.

NO APPOINTMENT OR DESIGNATION OF MY ORIGINAL OR ANY SUCCESSOR AGENT WILL TAKE EFFECT UNLESS THE AGENT SIGNS THE ACKNOWLEDGEMENT ATTACHED HERETO.

(The remainder of this page was intentionally left blank.)

GRANTS OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects:

(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" at the bottom of the list 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 (See additional description of authority below.)

_____ 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

_____ Digital Assets

_____ All Preceding Subjects in this Grants of General Authority section.

GRANTS OF SPECIFIC AUTHORITY

(Note: The list of subjects in the Grants of Specific Authority was taken from the section 1337.42 of the Ohio Revised Code (as set forth in Ohio Senate Bill 117 of the 2011-2012 legislative term which adopted the Uniform Power of Attorney Act in Ohio) which section provided that certain powers could only be given to the agent only if the principal “expressly grants” such powers. By initials below, the principal “expressly grants” such powers.)

_____ Create Trusts

If I placed my initials on the line immediately above, I expressly authorize my agent (or successor agent) to do all of the following with regard to creating a trust or trusts (to the extent permitted by section 5801.05 of the Ohio Revised Code or any other provision of Title LVIII of the Ohio Revised Code) (including, without limitation, pooled trusts, pooled trust accounts, and/or pooled trust sub-accounts):

- (A) Create and/or place property into an irrevocable trust or trusts;
- (B) Determine the terms of such irrevocable trust or trusts;
- (C) Serve as Trustee for such irrevocable trust or trusts or designate a Trustee and successor Trustees;
- (D) Designate the beneficiaries of such irrevocable trust or trusts.

_____ Rights of Survivorship

If I placed my initials on the line immediately above, I expressly authorize my agent (or successor agent) to create or change rights of survivorship in my property, including, without limitation, real property, financial instruments, and financial accounts.

(The remainder of this page was intentionally left blank.)

_____ Modify Inter Vivos Trusts

If I placed my initials on the line immediately above, I expressly authorize my agent (or successor agent) to amend, revoke, terminate, and/or place property into an inter vivos revocable trust (to the extent permitted by section 5801.05 of the Ohio Revised Code or any other provision of Title LVIII of the Ohio Revised Code.)

Note: Trust law may allow my agent (or successor agent) to revoke, amend, or distribute from a trust for which I was the settler or grantor, only if the trust agreement expressly authorizes the agent to exercise the my powers with respect to revocation, amendment, or distribution.

_____ Beneficiary Designations

If I placed my initials on the line immediately above, I expressly authorize my agent (or successor agent) to create or change beneficiary designations in my will and/or my property, including, without limitation, real property, financial instruments, and financial accounts.

_____ Delegation of Authority

If I placed my initials on the line immediately above, I expressly authorize my agent (or successor agent) to delegate his or her authority granted in this document to any person or persons reasonably competent to carry out my objectives with such delegated authority.

_____ Exercising Fiduciary Powers that I have Authority to Delegate

If I placed my initials on the line immediately above, I expressly authorize my agent (or successor agent) to exercise fiduciary powers that I have authority to delegate.

_____ Waiver of my Beneficiary Rights

If I placed my initials on the line immediately above, I expressly authorize my agent (or successor agent) to waive my right to be a beneficiary of a joint and survivor annuity, including, without limitation, a survivor benefit under a retirement plan, if any.

_____ Gifts

If I placed my initials on the line immediately above, I expressly authorize my agent (or successor agent) to do all of the following with regard to gifts:

- (A) Make outright to, or for the benefit of, a person, a gift or gifts of any of my property, including by the exercise of a presently exercisable general power of appointment held by the principal, in any amount (without regard to the federal gift tax and without regard to section 1337.58 of the Ohio Revised Code);

As used in this document, a gift "for the benefit of" a person includes (without limitation) a gift to an account or to the trustee of a trust benefitting any of my or my spouse's lineal descendants:

- under the Uniform Transfers to Minors Act; a tuition savings account or prepaid tuition plan as defined under section 529 of the Internal Revenue Code of 1986, 26 U.S.C. § 529 (and any amendment or successor law);
 - a Special Needs Trust as defined under 42 U.S.C. §§ 1396p(c)(2)(B)(iii) and (iv) (and any amendment or successor laws);
 - an ABLE account as defined under 26 U.S.C. § 529 (and any amendment or successor law); and/or
 - a Wholly Discretionary Trust as defined under R.C. 4801.01(Y) (and any amendment or successor law) (or its equivalent as set forth in the laws of the recipient trust's state situs.)
- (B) Consent, pursuant to section 2513 of the Internal Revenue Code of 1986, 26 U.S.C. § 2513, to the splitting of a gift made by my spouse, if any, in an amount per donee not to exceed the aggregate annual gift tax exclusions for both spouses, if my spouse wishes to make a gift or gifts.
- (C) Make gifts in any amount to any person (including the Agent) to whom my Agent believes (in the Agent's sole discretion) I would make a gift.

- (D) Make gifts in unequal amounts to any donee even if my likely, legal, natural, and/or logical heirs receive gifts in disparate amounts.

Potential Options regarding Gifts

_____ The consent of the following people (or a majority of them who are then alive and competent) is required to enable my Agent(s) (whether original or successor) to exercise authority hereunder to make gifts to or for the benefit of themselves, their spouse(s), or any lineal descendants of themselves and/or their spouse(s) in an aggregate amount of \$5,000 or more.

_____ To provide options for gifting to prevent some of my assets from being used up because of my or my spouse's health care and/or disability costs, my Agent may make gifts of such amounts as my Agent determines appropriate, in my Agent's sole discretion, to my or my spouse's lineal descendants (including, without limitation, the Agent), provided, that such gifts shall be made solely as to achieve financial eligibility for public benefits for myself or my spouse when either of us (1) resides, or are reasonably anticipated to reside in, a long-term care facility, or require a level of care (as that term is used in Ohio law) that would trigger eligibility for government benefits to pay health care costs and/or (2) have not yet reached Full Retirement Age and cannot perform Substantial Gainful Activity (as those terms are used in Social Security law.)

(The remainder of this page was intentionally left blank.)

_____ By writing my initials on the line to the left, I indicate my understanding that, by granting any of the eight powers listed in this Grants of Specific Authority division, I have given my Agent (original or successor) the authority to take actions that could significantly reduce my property or change how my property is distributed at my death.

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GRANTS OF ADDITIONAL AUTHORITY

_____ Online and Social Media

I authorize my agent (or successor agent) to do all of the following with regard to electronic and social media:

- (A) Access any and all of my online accounts;
- (B) Obtain, use, or change any of my usernames and/or passwords to any of my online accounts;
- (C) Manage, add, delete, modify, curate, archive, maintain and increase access or limit access to any of my online content;
- (D) Transfer ownership rights and to maintain, modify, delete, or cancel any of my online accounts.

Such powers shall apply to all of my online assets, including, but not limited to, social media accounts such as Facebook, Twitter, LinkedIn, data and photo archiving sites, blogs, and websites of mine whether I am maintaining such accounts in my individual name, through a business, through a pseudonym or anonymously.

_____ Loyalty and/or Reward Programs

I authorize my agent (or successor agent) to do all of the following with regard to loyalty and/or reward programs:

- (A) Access, use, control, subscribe me to, or cancel my participation in loyalty programs, including but not limited to, frequently flyer accounts, frequent shopper accounts, coupon and/or discount program subscriptions, to the extent allowed by law and by the rules of such programs;
- (B) Accumulate points (or other measures of participation) in such programs;
- (C) Obtain rewards and/or benefits for me, for my family, and/or for those to whom I owe a duty of support, to the extent allowed by law and by the rules of such programs;

_____ Civil and/or Military Service Records

I authorize my agent (or successor agent) to obtain from government offices, or from any other source, records of my civil or military service, including (without limitation) records of military discharge and/or medical records.

_____ Qualified Income Trust (aka Miller Trust)

I authorize my agent (or successor agent) to establish and/or fund a Qualified Income Trust (aka Miller Trust.)

_____ Government Benefit Programs

I authorize my agent (or successor agent) to make application and/or, to designate or appoint an authorized representative, for Medicaid, Social Security or any other governmental benefit program. This includes authority for the purpose of Social Security or Railroad Retirement benefits to act or to designate someone as my "Representative Payee," for purpose of Veterans Benefits to act or to designate someone as my "Claimant's Representative," and for purposes of public benefit programs to act or to designate someone as my "Authorized Representative."

_____ ABLE Accounts

My Agent shall have the authority to establish an ABLE account (as defined by 26 U.S.C. § 529A as amended) for me and/or for any person for whom the law would allow me to establish an ABLE account if my Agent determines, in his or her sole discretion, that the creation of an ABLE Act Account, or contributing to such an account, would be appropriate. My Agent is urged to consult with and rely on the advice of special needs and tax planning professionals and attorneys before creating or contributing to such an account. My agent should make reasonable efforts to oversee ABLE Account expenditures so that they are made in compliance with law and for my interests. (Contributions to ABLE accounts are discussed in the Gifts section herein.)

_____ Creation of business entities

I authorize my agent (or successor agent) to open, create, and/or enter into business entities for me, including, without limitation, Limited Liability Companies, Limited Liability Partnerships, C Corporations, S Corporations, and/or sole proprietorships.

_____ Creation/management of retirement funds/plans

I authorize my agent (or successor agent) to open, create, enter into, and/or manage retirement funds and/or retirement plans for me, including, without limitation, 401(k) plans, 403(b) plans, Individual Retirement Accounts (“IRAs”), Roth IRAs, Simplified Employee Pension Plan (“SEP”), and/or public employee pensions.

_____ Treasuries

I authorize my agent (or successor agent) to purchase, surrender, cash-in, and/or manage treasury certificates (including, without limitation, treasury bills and/or savings bonds) for me including using Treasury Direct (or such similar portal that may become available in the future) to carry out any of the above purposes.

_____ Immigration matters

I authorize my Agent (original or successor), to the fullest extent permitted by applicable law, to act for me in connection with any United States or foreign immigration, nationality, citizenship, visa, asylum, refugee, removal/deportation, parole, deferred action, work authorization, travel documentation, and related matters, including without limitation the following:

- Agencies and proceedings. Communicate and deal with, appear at, and submit documents to any governmental authority, including without limitation the U.S. Department of Homeland Security ("DHS") and its components (USCIS, ICE, and CBP), the U.S. Department of Justice (including EOIR/Immigration Court and the Board of Immigration Appeals), the U.S. Department of State (including U.S. embassies/consulates and the

National Visa Center), the Social Security Administration, and any state, local, tribal, or foreign authority, as relevant to immigration-related matters.

- Applications, petitions, and filings. Prepare, sign, execute, verify, and file on my behalf any immigration-related request, petition, application, affidavit, declaration, supplement, motion, waiver, appeal, administrative request, response to a request for evidence or notice of intent, change of address, rescheduling request, withdrawal, or other submission; pay filing fees; and obtain receipts and decisions. This includes signing forms and submissions where permitted to be signed by an attorney-in-fact or authorized signatory under applicable agency rules.
- Information requests and records (Privacy Act / FOIA). Request, obtain, review, and receive copies of my immigration-related records and documents from any agency or third party, including via requests under the Freedom of Information Act and/or Privacy Act; and execute any authorizations, releases, consents, or verifications required for the release of information.
- Interviews, biometrics, and appointments. Schedule, reschedule, attend, and accompany me to interviews, biometrics appointments, and other immigration-related appointments; receive appointment notices and correspondence; and coordinate required documentation and translations.
- Receipt of notices and service. Receive, accept, and acknowledge on my behalf notices, correspondence, and administrative communications from immigration authorities, including receipt notices, requests for evidence, interview notices, biometrics notices, and decisions, to the extent permitted by law and agency policy.
- Travel and identity documentation. Apply for, replace, and obtain travel and identity documents and records as they relate to immigration matters (including approvals, travel authorization documentation, and related records), and coordinate with issuing authorities and carriers as necessary.
- Retention and instruction of counsel and accredited representatives. Engage, retain, terminate, and instruct immigration counsel and/or accredited representatives; execute engagement agreements and related authorizations; and pay attorneys' fees, filing fees, costs, translation fees, and other expenses from my funds as my Agent deems appropriate.
- Limitations-legal representation. Nothing in this Power of Attorney is intended to authorize my Agent to provide legal services or to act as my attorney or accredited representative in any forum where such representation is restricted by law; however, my Agent may take all administrative and

ministerial actions and may retain and instruct qualified counsel or an accredited representative as provided above.

_____ All Preceding Subjects in this Grants of Additional Authority section

(The remainder of this page was intentionally left blank.)

INSTRUCTIONS REGARDING GRANTS OF AUTHORITY
(applying to Grants of General, Specific, and Additional Authority)

(Editorial note to reader: Except as otherwise noted, the language below setting forth the Instructions Regarding Grants of Authority was taken from the language of section 1337.44 of the Ohio Revised Code as set forth in Ohio Senate Bill 117 of the 2011-2012 legislative term which adopted the Uniform Power of Attorney Act in Ohio.)

- (A) For each category of subject matter above for which I have granted authority to my agent (and successor agent,) such grants of authority include the power to do all of the following:
- (1) Demand, receive, and obtain by litigation or otherwise, money or another 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 statute or regulation;

- (8) Communicate with any representative or employee of a government or governmental subdivision, agency, or instrumentality, on behalf of the principal;
 - (9) Access communications intended for, and communicate on behalf of the principal, whether by mail, electronic transmission, telephone, or other means;
 - (10) Do any lawful act with respect to the subject and all property related to the subject.
- (B) If any subjects over which authority is granted this document are similar or overlap, the broadest authority controls.
- (C) Authority granted in this document is exercisable with respect to property that I have at the time that I execute this document or that I acquire later, whether or not the property is located in Ohio and whether or not the authority is exercised or this power of attorney is executed in Ohio.
- (D) An act performed by my agent (or successor agent) pursuant to this document has the same effect and inures to the benefit of and binds me and my successors in interest as if I had performed the act.

SPECIFIC INCLUSIONS WITHIN AGENT'S AUTHORITY
REGARDING INSURANCE AND ANNUITIES

In addition to the Agent's authority granted by my inclusion of Insurance and Annuities among the Grants of General Authority (with the powers that the Ohio Revised Code attach to such a grant of authority,) my Agent will have the following authorities regarding Insurance and Annuities:

- (A) My Agent may purchase, maintain, surrender, sell, gift, and/or collect:
- (1) All kinds of life insurance or annuities on my life or the life of any one in whom I have an insurable interest;
 - (2) Liability insurance protecting my estate and me against third party claims;
 - (3) Hospital insurance, medical insurance, Medicare supplement insurance, Medicare Advantage Plan, health-related insurance, prescription insurance, custodial care insurance, and disability income insurance for me or my dependents; and

- (4) Casualty insurance insuring my assets against loss or damage due to fire, theft, or other commonly insured risk.
- (B) My Agent may pay all insurance premiums, select any options under the policies, increase coverage under any policy, borrow against any policy, pursue all insurance claims on my behalf, and adjust insurance losses. This authority applies to both private and public plans, including Medicare, Medicaid, Supplemental Security Income and Workers' Compensation.
- (C) My Agent may select and amend the primary and contingent beneficiary designations under insurance policies insuring my life. My Agent may also select and amend primary and contingent beneficiary designations under any annuity contract in which I have an interest; but my Agent may not directly or indirectly designate to himself or herself a greater share or portion of any benefit my Agent would have otherwise received unless all other beneficiaries under the policy consent to the change.
- (D) My Agent may decrease or terminate coverage under any insurance policy insuring my life. My Agent may receive the cash value received if the policy is decreased or terminated and dispose of the cash value.

LIMITATIONS ON AGENT'S AUTHORITY

- (A) An agent that is not my ancestor, spouse, or descendant MAY 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. (If an agent is my ancestor, spouse, or descendant, he or she may benefit himself or herself and/or a person to whom he or she owes an obligation of support.)
- (B) This document does not empower my agent (or successor agent) to exercise authority over an agreement or instrument if such exercise of the authority is prohibited by that agreement or instrument.
- (C) This document does not empower my agent (or successor agent) to accept a binding arbitration clause in or in conjunction with a contract for goods and/or services. (Ed. Note: This paragraph C was not taken from the Ohio Revised Code.)

PROTECTION OF MY INTERESTS

_____ I wish following person or people to protect my welfare or interests under this Power of Attorney. Therefore, they may, by written request, compel my then-acting Agent(s) (whether original or successor) to account to them, at reasonable intervals and in a reasonable fashion, for the activities of my Agent. I direct my Agent to honor that request. If for any reason, such request is not honored, I hereby name any one more of the following people as an Agent under this Power of Attorney for the sole purpose of seeking judicial relief pursuant to R.C. 1337.36. It is the duty of my Agent to notify this person/these people of their authority related to this paragraph:

(Ed. Note: The following provisions are recommended because financial advisors, attorneys, real estate agents agents, and most care managers (those who are social workers or nurses) are obligated to report any reasonable suspicions of elder abuse or neglect.)

_____ My Agent (original or successor) must provide copies of spending plans and banks statements to my financial advisor:

Name of financial advisor: _____

_____ My Agent (original or successor) must provide quarterly accountings to my attorney at law:

Name of attorney at law: _____

_____ My Agent (original or successor) must use a real estate agent when selling real property.

_____ In the event that my health starts to decline and/or I start to have trouble handling my affairs, my agent is encouraged to engage and to compensate a competent and qualified care manager to develop an expenditure projection or other plan for my personal needs. My agent may rely on that projection, and I direct my agent to make expenditures as they are described in the projection unless my Agent feels that such expenditures are not in my best interest.

(The remainder of this page was intentionally left blank.)

NOMINATION OF GUARDIAN

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

Name of Nominee for guardian of my estate: _____

Nominee's Address: _____

Nominee's Telephone Number(s): _____

Nominee's Email Address: _____

Name of Nominee for guardian of my person: _____

Nominee's Address: _____

Nominee's Telephone Number(s): _____

Nominee's Email Address: _____

(The remainder of this page was intentionally left blank.)

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. Any party who relies on this power of attorney will be held harmless for reliance.

EFFECTIVE DATE

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

CONTROLLING LAW

This power of attorney was prepared according to, and should be interpreted according to, Ohio law.

(The remainder of this page was intentionally left blank.)

SIGNATURE

Your Signature _____

Date _____

Your Name Printed _____

Your Address _____

Your Telephone Number _____

**Your signature must be confirmed by witnesses (on this page)
or notarized (on the next page.)
(You don't need both witnesses and notarization.)**

WITNESSED BY

Witness 1 Signature

Witness 2 Signature

Witness 1 Printed Name

Witness 2 Printed Name

Witness 1 Address (below)

Witness 2 Address (below)

NOTARIZED ACKNOWLEDGEMENT

State of Ohio)
) ss:
County of _____)

Acknowledged (without oath or affirmation) before me on _____,
(Date),

by _____
(Name of Principal).

Signature of Notary

My commission expires: _____ (Date)

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;
- (4) 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;
- (5) 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 of interest 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.

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) The death of the principal;
- (2) The principal's revocation of the power of attorney or 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;
- (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 this document and is also controlled by Ohio's version of the Uniform Power of Attorney Act (sections 1337.21 to 1337.64 of the Ohio Revised Code). If you violate the 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.

Prepared by:

Form written by:

James L Koewler Jr
The Koewler Law Firm
PO Box 443
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330-659-3579
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I do not seek payment for use, but I want to have my work recognized.

ACKNOWLEDGEMENT BY AGENT

I acknowledge when I accept the authority granted under this power of attorney, a special legal relationship was created between me and the principal. This relationship imposes upon me legal duties that continue until I resign or the power of attorney is terminated or revoked. I agree to:

- (1) do what I know the principal reasonably expects me to do with the principal's property or, if I 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 my identity as an agent whenever I act for the principal by writing or printing the name of the principal and signing my own name as "agent" in the following manner:

Unless the Special Instructions in this power of attorney state otherwise, I agree to:

- (1) act loyally for the principal's benefit;
- (2) avoid conflicts that would impair my 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 I 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 I know the plan and preserving the plan is consistent with the principal's best interest.
- (7) report to the office of Adult Protective Services if I have reasonable cause to believe the principal is abused, neglected, or exploited, or is in a condition which is the result of abuse, neglect, or exploitation.
- (8) If authorized, appoint or designate a successor agent and notify the Principal, Principal's spouse, and Principal's adult children of that designation.

Termination of Agent's Authority

I agree to stop acting on behalf of the principal if I learn of any event that terminates this power of attorney or my authority under this power of attorney. Events that terminate a power of attorney or my 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 my 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 I am married to the principal, a legal action is filed with a court to end my marriage, or for my legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate my authority.

Liability of Agent

The meaning of the authority granted to me is defined in the Uniform Power of Attorney Act (Uniform Law Commission, Uniform Power of Attorney Act (2006), as amended). If I violate

the Uniform Power of Attorney Act or act outside the authority granted, I acknowledge I may be liable for any damages caused by my violation.

SIGNATURE

I, the person signing this document as Agent, have read the foregoing Power of Attorney. I am the person identified therein as agent for the principal named therein.

I have been advised to seek legal advice if I have any questions, and I agree to act as required by this Power of Attorney.

_____ Date: _____
Agent's Signature

Agent's Printed name: _____

**Your signature must be confirmed by witnesses (on this page)
or notarized (on the next page.)
(You don't need both witnesses and notarization.)**

WITNESSED BY

Witness 1 Signature

Witness 2 Signature

Witness 1 Printed Name

Witness 2 Printed Name

Witness 1 Address (below)

Witness 2 Address (below)

NOTARIZED ACKNOWLEDGEMENT

State of Ohio)
) ss:
County of _____)

Acknowledged (without oath or affirmation) before me on _____,
(Date),

by _____
(Name of Agent).

Signature of Notary

My commission expires: _____ (Date)

[NOTE: The following affidavit may be executed by the attorney-in-fact at a later date if some third party requests evidence that the power of attorney is in effect.]

**AFFIDAVIT THAT POWER OF ATTORNEY
IS IN FULL FORCE AND EFFECT**

STATE OF OHIO, COUNTY OF _____) ss.

I, (agent's name) _____,
being duly sworn, depose and say:

THAT (Principal's name) _____, on (date) _____,
created a General Power of Attorney ("POA"), and that attached hereto is a true copy of said POA.

THAT (initial one) _____ I am the original Agent (or one of them) named in the POA
_____ I am a successor Agent by operation of the POA's provisions.

THAT I have no actual knowledge or actual notice of the revocation or termination of the aforesaid POA by death or otherwise, or knowledge of any facts indicating the POA has been revoked or terminated. I have no actual knowledge or actual notice that the POA has been modified in any way that would affect the ability of the agent to authorize or engage in any transaction with a third party, or knowledge of any facts indicating the POA has been so modified. I further represent, to the best of my knowledge after diligent search and inquiry, that: said principal is now alive; has not, at any time, revoked, terminated, suspended or repudiated the POA; and the POA still is in full force and effect.

THAT I make this affidavit for the purpose of inducing

(name of party demanding affidavit) _____
to accept delivery of the following instrument(s), as executed by me in my capacity as Agent (aka attorney-in-fact) of said principal, with full knowledge that this affidavit will be relied upon in accepting the execution and delivery of said instrument(s) and in paying good and valuable consideration therefor:

Dated: _____

Affiant's (Agent's) signature

Sworn to or affirmed before me and subscribed in my presence on

Notary Public _____

Printed Name: _____ My commission expires _____