**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ UNITED STATES OF AMERICA**

**TO STATE OF LOUISIANA**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PARISH OF UNION**

**GENERAL POWER OF ATTORNEY**

**BE IT KNOWN THAT**, before the undersigned Notary or Notary Public, duly commissioned and qualified in and for the aforesaid parish and state, and in the presence of the undersigned witnesses, personally came and appeared:

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, SSN XXX-XX-\_\_\_\_\_\_\_\_\_, a major resident and domiciliary of Union Parish, Louisiana, whose present mailing address is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as “Principal”);

who declared that Principal hereby designates and appoints:

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, SSN XXX-XX-\_\_\_\_\_\_\_, a major resident and domiciliary of Union Parish, Louisiana, whose present mailing address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as “Agent”);

to be Principal’s agent and attorney-in-fact, with full power and authority to do all acts necessary or deemed by Agent to be appropriate to represent Principal, including, without limitation, the following:

1. Business and Affairs. To conduct, manage and transact the business and personal financial matters of Principal of every nature and kind and without any exception whatsoever.
2. Correspondence. To open all letters, telegrams, cablegrams and other correspondence addressed to Principal and to answer same in Principal’s name.
3. Banking. To make and endorse and to accept and to pay promissory notes, drafts, and bills of exchange; to sign checks drawn on and to draw money out of any bank, homestead or other financial institution or other account whatsoever in which funds may be deposit in the name of or for the account of Principal; to deposit checks, drafts and bills of exchange in any account standing in the name of Principal; and to deliver any bank or other financial institution any promissory notes or other instruments for collection. To open, manage, operate, renew, or close any account at any bank or financial institution in the name of Principal, to deposit funds therein or withdraw all or part thereof, including certificates of deposit, checking, savings, money market or any other type of account or any treasury notes or bills; the foregoing being illustrative and without limitation of the generality of this power.
4. Securities. To sell, purchase, and transfer shares of stock, bonds or any other securities of any corporation or any other legal entity, whether private or public and whether registered in the name of Principal or not, and to receive and receipt for the sale price thereof; to receive and receipt for all dividends, coupons or other distributions due or to become due thereon; and to deliver, pledge and pawn and said shares of stock or bonds. To attend meetings of the stockholders of any corporation or holders of any securities of any legal entity in which Principal may be interested and to vote in the name of Principal on all questions and matters that may be submitted or considered at such meeting. To receive all documents and notices and to exercise all rights and to fulfill all obligations of Principal regarding any security of any type, value or nature.
5. Loans. To borrow money in Principal’s name from any bank or other financial institution; to make, issue and endorse any promissory in the name of Principal, to renew the same from time to time; to deliver, pledge and pawn the same; and to waive and renounce any prescription accrued thereon.
6. Property: Sale, Purchase, Lease, Mortgage, Pledge. To sell, mortgage, encumber, hypothecate, pledge, purchase, grant servitudes pertaining to, or lease immovable (real) or movable (personal) property, although not described herein as permitted by Louisiana Civil Code Article 2996 on such terms and conditions as determined by Agent and to execute such documents to effect such acts and receive or pay amounts pursuant to such acts.
7. Mineral Rights. To execute mineral leases and other contracts, including unitization and pooling agreements, for the exploration and development of oil, gas, sale, Sulphur, and other minerals in and under any property of Principal or in which Principal may have an interest, on such terms and conditions and for such consideration as Agent may deem proper, and to receive and receipt for the bonuses, rents and proceeds thereof; to execute mineral and property deeds or leases either selling, buying or leasing mineral or royalty rights; and to execute all division orders or together agreements of every nature and kind whatsoever in connection with or relative to said acts.
8. Judicial Proceedings. To appear before all courts and to prosecute, defend, or compromise and settle by agreement, arbitration, or otherwise; to accept service of process on behalf of Principal; to sign all pleadings and do all things necessary; to obtain writs of attachment, sequestration and injunction; and to take appeals and, in any such instances, to furnish and sign on behalf of principal the requisite security and bonds.
9. Successions. To represent Principal judicially and otherwise, whether as heir, legatee, creditor, executor, administrator or otherwise, in all successions or estates in which Principal is, may be or may become interested, including any acceptance or reunification thereof; to apply for the administration thereof and to demand, obtain and execute all orders, decrees and tax returns as Agent may deem proper; and to settle, compromise and liquidate Principal’s interest therein and to receive and receipt for all property and effects to which Principal may be entitled in respect of said successions or estates.
10. Agents and Proxy. To act for Principal and be Principal’s substitute in all instances in which Principal has been or may be appointed the agent of others; and to vote proxies of others issued in the name of Principal and to execute proxies in favor of others to vote in the name of Principal.
11. Claims. To demand and obtain and to recover and receipt for sums of money, goods, properties and effects to which Principal is now or may be hereafter entitled, and to that end to compromise and adjust all accounts and other obligations and to give good sufficient discharge and acquaintance therefor.
12. Creditors’ Meetings. To attend meetings of creditors in which Principal may be interested and to vote in Principal’s name on all questions and matters that may be submitted to or considered at such meeting.
13. Donations. To transfer without consideration (i.e., donate) any asset of Principal to any person as determined by the Agent. However, any such donation shall require the prior unanimous written consent of Principal’s children who are not then serving as an Agent hereunder; or, if Principal has no children at the applicable time, Principal’s legatees or heirs who would inherit from Principal if Principal passed away on the date of donation.
14. Tax Returns and Related Matters. To file any United States, state of Louisiana or other tax returns (including but not limited to income tax returns); to apply for extensions of time to file tax return; to file elections related to tax matters; to represent the Principal in connection with any matter relation to any taxes, to grant powers of attorney to any authorized representative and to take any action relating to any taxes, including but not limited to taxes of the United States and the State of Louisiana.
15. Medical Decisions. To make any and all medical decisions related to treatment of the physical and/or mental health of the Principal, including but not limited to consultation with and granting authorization to hospitals, doctors, nurses and other medical personnel to take appropriate action regarding the physical and/or mental health of the Principal, and to appoint one or more physicians to examine the Principal when required by Principal’s agreement to determine if the Principal is mentally or physically capable to perform those activities and functions that are conditioned by Principal’s agreement on the Principal’s mental or physical health. This authority does not authorize the Agent to make the decision related to withhold life sustaining support measures as defined in La. R.S 40:1299.58.1 et seq. or to consent to the commitment of Principal to an institution of mental health without following the procedures prescribed by La. R.S. 28:1 et seq.
16. Admission/Discharge to Institutions. Agent is authorized to admit Principal to or discharge Principal from any and all types of hospitals, institutions, homes, residential or nursing facilities, hospice or home care, treatment centers, and other health care institutions providing personal care or treatment for any type of physical or mental condition of Principal, and to summon paramedics or other emergency medical personnel and seek emergency treatment for Principal.
17. Medical Records. Agent is authorized to obtain and copy any and all of Principal’s medical or health care records. It is the intent of Principal that Agent be treated as Principal would with respect to all rights regarding the use and disclosure of individually identifiable health information or medical records, including without limitation any and all information governed by HIPPA (42 USC 1320 (d) and 45CFR 160-164).
18. Insurance. To exercise any right, option or privilege available to Principal regarding any policy of insurance of any type, including life insurance or annuities, and including but not limited to the right to surrender the policy, make a policy loan, change the beneficiary, make a claim, receive payment on any claim, elect settlement or disbursement options, receive any check or draft, and endorse, collect and receive the proceeds of same.
19. General. To do and perform each and every other act, matter or thing whatsoever as may be appropriate in Agent’s discretion as if such act, matter or thing were or had been particularly state herein.
20. Substitute Agent. Principal hereby grants the Agent in office the power to appoint and remove a substitute Agent, which appointment shall be an authentic act subject to the provision of Section 20, below.
21. Liability of Agent. Agent shall be liable only for breach of duty to Principal committed in bad faith. Principal shall indemnify Agent and hold Agent harmless for all reasonable costs, fees and expenses regarding all matters hereunder, legal actions brought by or against the Agent for which Agent is not liable within the standard specified herein.
22. Duration. This Power of Attorney shall extend indefinitely and terminate only upon the death of Principal, the death of Agent or revocation. Principal or Agent may terminate this Power of Attorney if Principal or Agent causes to be recorded in the conveyance records of **Union Parish**, Louisiana, an instrument recording said termination, and in such event, this Power of Attorney shall cease and terminate effective at the moment of recordation of such proper notice of termination. Without limiting the foregoing, Principal hereby provides that the rights, privileges and power of attorney hereby granted shall not terminate upon Principal’s incapacity, physical or mental disability, or other conditions making express revocation impossible or impractical.
23. Designation of Curator. Principal does hereby name, designate and appoint Agent to be Principal’s curator should the need for interdiction ever arise and should Principal become incompetent.
24. Reliance. This power of attorney and any substitute power of attorney executed pursuant to the provisions hereof, above, may be filed and recorded with the Clerk of Court for the Parish of Union and registered in the conveyance records, and shall remain in effect as to third persons dealing with the agent until either such power or substitute power of attorney is terminated by notarial act and recorded as set forth above. If any party who relies on this Power of Attorney delivers written notice to the Principal, this Power of Attorney shall remain in effect until such party receives written notice of termination, notwithstanding recordation of termination as stated above.
25. Construction. It is the intent of Principal in executing this mandate that Agent shall be empowered to act for Principal in any and all matters, without reservation of any kind and to the fullest extent allowed by law, as completely as if Agent were acting for herself and this Power of Attorney is to be construed in the broadest manner possible so as to fulfill such intent.
26. Acceptance by Agent. Agent hereby accepts this appointment created by this Power of Attorney to act as the Principal’s true and lawful agent and attorney-in-fact.
27. Severability. If any of the provisions of this Power of Attorney shall be construed to be illegal and invalid, it shall not effect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions shall be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein. All other provisions hereof shall continue in full force and effect.
28. Gender. Wherever the word “Principal” or the word “Agent” referring back to one or the other in this instrument is referred to, the same shall be construed as singular or plural, masculine, feminine or neuter, as the case may be.

**THUS DONE AND PASSED**, in Farmerville, Union Parish, Louisiana, on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, in the presence of the undersigned competent witnesses who have signed their names together with the said Principal and me, Notary.

**WITNESSES: PRINCIPAL**:

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

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 **AGENTS:**

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

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NOTARY PUBLIC

Notary # \_\_\_\_\_\_\_\_\_\_

Union Parish, Louisiana