

State of Kansas

KANSAS DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE KANSAS POWER OF ATTORNEY ACT, CHAPTER 58, ARTICLE 6 OF THE KANSAS STATUTES.

IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE.

THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTHCARE DECISIONS FOR YOU.

YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

Pursuant to K.S.A. § 58-652(2), this is a durable power of attorney and the authority of my attorney in fact, when effective, shall not terminate or be void or voidable if I am or become disabled or in the event of later uncertainty as to whether I am dead or alive.

(If applicable)

I hereby give notice that I have revoked, and do hereby revoke, any previous power of attorney given or empowering another attorney in fact to act as my true and lawful attorney in fact. I declare that all power and authority granted under said power of attorney is hereby revoked and withdrawn.

DESIGNATION OF ATTORNEY(S) IN FACT

I, _____ [Name of Principal] of _____
[Address] appoint _____ [Name of Attorney in Fact] of _____
_____, [Address], and _____
[Optional Name of Co-attorney In Fact] _____
[Address] as my attorney(s) in fact to act for me and in my name in any lawful way.

(If applicable)

Attorney(s) in fact must act jointly separately.

(Check if applicable. Strike out if not.)

I hereby give notice that I have revoked, and do hereby revoke, any previous power of attorney given or empowering another agent to act as my true and lawful attorney in fact. I declare that all power and authority granted under said power of attorney is hereby revoked and withdrawn.

DESIGNATION OF SUCCESSOR ATTORNEY(S) IN FACT (OPTIONAL)

If my attorney(s) in fact is unable or unwilling to act for me, I name as my successor attorney in fact:

Name of Successor Attorney in fact: _____



Successor Attorney in fact's Address: _____
Successor Attorney in fact's Telephone Number: _____

If my successor attorney in fact is unable or unwilling to act for me, I name as my second successor attorney in fact:

Name of Second Successor Attorney in fact: _____
Second Successor Attorney in fact's Address: _____
Second Successor Attorney in fact's Telephone Number: _____

GRANT OF GENERAL AUTHORITY

I grant my attorney(s) in fact and any successor attorney(s) in fact general authority to act for me with respect to the following subjects as defined in Chapter 58, Article 6 of the Kansas Statutes:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

Note: If you initial Item A or Item B, which follow, a notarized signature will be required on behalf of the Principal.

INITIAL

_____ **(A) Real property transactions.** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my attorney(s) in fact shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve manage, insure, move, rent, lease, sell convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of Kansas, under such terms and conditions, and under such covenants, as my attorney(s) in fact shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interest, or deeds to secure debt.

_____ **(B) Tangible personal property transactions.** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my attorney(s) in fact shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey subject to liens or mortgages, or to take any other security interest in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of Kansas or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my attorney(s) in fact shall deem proper.

_____ **(C) Stock and bond transactions.** To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or



hereafter belonging to me.

_____**(D) Commodity and option transactions.** To buy, sell, exchange, assign, convey, settle and exercise commodities futures contracts and call and put options on stocks and stock indices traded on a regulated options exchange and collect and receipt for all proceeds of any such transactions; establish or continue option accounts for the principal with any securities or futures broker; and, in general, exercise all powers with respect to commodities and options which the principal could if present and under no disability.

_____**(E) Banking and other financial institution transactions.** To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bill of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my attorney(s) in fact. To borrow from time to time such sums of money as my attorney(s) in fact may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which I might have access.

_____**(F) Business operating transactions.** To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in. To organize or continue and conduct any business which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity: operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

_____**(G) Insurance and annuity transactions.** To exercise or perform any act, power, duty, right or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my attorney(s) in fact cannot designate himself or herself as beneficiary of any such insurance contracts.

_____**(H) Estate, trust, and other beneficiary transactions.** To accept, receipt for, exercise, release, reject, renounce, assign disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principle: assert any interest in and exercise any power over any trust, estate, or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could exercise if present and under no disability; provided, however, that the attorney(s) in fact may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the attorney(s) in fact unless specific authority to that end is given.

_____**(I) Claims and litigation.** To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my attorney(s) in fact shall deem proper.



_____(J) **Personal and family maintenance.** To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my attorney(s) in fact shall deem proper.

_____(K) **Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service.** To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local, or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the principal could exercise if present and under no disability.

_____(L) **Retirement plan transactions.** To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under disability.

_____(M) **Tax matters.** To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the attorney(s) in fact shall think to be desirable or necessary for safeguarding me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

_____(N) **ALL OF THE POWERS LISTED ABOVE.** YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My attorney(s) in fact may 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 attorney(s) in fact 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 attorney(s) in fact.

_____(A) To execute, amend or revoke any trust agreement.

_____(B) To fund with the principal's assets any trust not created by the principal.

_____(C) To make or revoke a gift of the principal's property in trust or otherwise.

_____(D) To disclaim a gift or devise of property to or for the benefit of the principal

_____(E) To create or change survivorship interests in the principal's property or in property in which the principal may have an interest.

_____(F) To designate or change the designation of beneficiaries to receive any property, benefit or contract right on the principal's death.

_____(G) To give or withhold consent to an autopsy or postmortem examination.

_____(H) To make a gift of, or decline to make a gift of, the principal's body parts under the revised uniform anatomical gift act, K.S.A. §§ 65-3220 through 65-3244, and amendments thereto.



_____ (I) To nominate a guardian or conservator for the principal; and if so stated in the power of attorney, the attorney in fact may nominate such attorney in fact's self as such.

_____ (J) To give consent on behalf of the principal to the sale, gift, transfer, mortgage or other alienation of the principal's homestead or interest therein if:

(i) The principal's spouse, personally or through such spouse's attorney in fact, has also consented to such alienation;

(ii) the power of attorney specifically describes the homestead by reference to a legal description and the street address of the property; and

(iii) the principal's spouse, in a written document duly acknowledged by the spouse, has stated such spouse's consent that the attorney in fact may alienate the interests, in whole or in part, of the principal in the described homestead and, further, the spouse agrees that the consent of the attorney in fact will constitute the consent of the principal required by section 9 of article 15 of the constitution of the state of Kansas. Nothing herein shall be construed as a limitation or abridgement of the right of the spouse of the principal to consent or withhold such spouse's consent to the alienation of the spouse's homestead, or any rights therein, under section 9 of article 15 of the constitution of the state of Kansas.

_____ (K) To designate one or more substitute or successor or additional attorneys in fact.

_____ (L) To delegate any or all powers granted in a power of attorney pursuant to K.S.A. § 58-660(a), and amendments thereto.

_____ (M) To exercise authority over the content of an electronic communication of the principal pursuant to K.S.A. § 58-4809, and amendments thereto.

_____ (N) To pay reasonable expenses incurred for the funeral and burial or other disposition of the body of the principal.

LIMITATION ON ATTORNEY IN FACT'S AUTHORITY

As provided in K.S.A. § 58-654(g), my attorney(s) in fact shall not have the power or authority to do any of the following acts:

(1) To make, publish, declare, amend or revoke a will for the principal;

(2) to make, execute, modify or revoke a declaration under K.S.A. 65-28,101 et seq., and amendments thereto, for the principal or to make, execute, modify or revoke a do not resuscitate directive under K.S.A. 65-4941, and amendments thereto, for the principal or to make, execute, modify or revoke a durable power of attorney for health care decisions pursuant to K.S.A. 58-625 et seq., and amendments thereto, for the principal;

(3) to require the principal, against the principal's will, to take any action or to refrain from taking any action; or

(4) to carry out any actions specifically forbidden by the principal while not under any disability or incapacity.

SPECIAL INSTRUCTIONS (OPTIONAL)

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS:

EFFECTIVE DATE

Immediately. This power of attorney is effective immediately.

Upon the principal's incapacity. Notwithstanding any other provisions in this document, this power of



attorney shall become effective only upon the disability of the principal. The rights, powers and authorities of my attorney in fact shall commence only upon my disability and shall remain in full force until such disability is terminated. Disability shall be the condition as defined in K.S.A. 58-651(c). Such condition shall be conclusively determined by a written declaration of my attending physician.

On a specific date. This power of attorney is effective on _____, 20 _____.

Upon the occurrence of a specified event. This power of attorney is effective upon the occurrence of the following future event or condition: _____.

SIGNATURE AND ACKNOWLEDGMENT OF PRINCIPAL

Principal Signature: _____ Date: _____

(If applicable)

by:

Representative's Name Printed: _____

Representative's Signature _____

signing on behalf of:

Principal's Name Printed:

Principal's Address:

Principal's Telephone Number:

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of _____

County of _____

This document was acknowledged before me on this _____ day of _____, 20____

by _____ [Name of Principal/Representative].

(Seal, if any)

(Signature of Notary)

Notary Public for the State of _____
My commission expires: _____

This document prepared by: _____



IMPORTANT INFORMATION FOR ATTORNEY(S) IN FACT

Attorney in fact'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 attorney in fact whenever you act for the principal by writing or printing the name of the principal and signing your own name as "attorney in fact" in the following manner:

_____ (Principal's Name) by _____ (Your Signature) as Attorney in fact

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 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 Attorney in fact'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) 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; 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 Attorney(s) in fact

The meaning of the authority granted to you is defined in the Kansas Power of Attorney Act, Chapter 58, Article 6. If you violate the Kansas Power of Attorney Act, Chapter 58, Article 6, 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.



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

State of _____

County of _____

I, _____ [Name of Attorney in Fact], certify under penalty of perjury that
_____ [Name of Principal] granted me authority as an attorney in fact or
successor attorney in fact in a power of attorney dated _____.

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) If the power of attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred;
- (3) If I was named as a successor attorney in fact, the prior attorney in fact is no longer able or willing to serve; and
- (4) _____

_____ [Insert other relevant statements]

(If applicable)

State of _____

County of _____

I, _____ [Name of Co-attorney in Fact], certify under penalty of perjury that
_____ [Name of Principal] granted me authority as an attorney in fact or
successor attorney in fact in a power of attorney dated _____.

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) If the power of attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred;
- (3) If I was named as a successor attorney in fact, the prior attorney in fact is no longer able or willing to serve; and
- (4) _____

_____ [Insert other relevant statements]

SIGNATURE AND ACKNOWLEDGMENT OF ATTORNEY(S) IN FACT

Attorney in Fact's Signature: _____

Date: _____



Attorney in Fact's Name Printed:

Attorney in Fact's Address:

Attorney in Fact's Telephone Number:

(If applicable)

Co-attorney in Fact's Signature: _____

Date: _____

Co-attorney in Fact's Name Printed:

Co-attorney in fact's Address:

Co-attorney in fact's Telephone Number:

NOTARY PUBLIC

State of _____

County of _____

This document was acknowledged before me on _____, by
_____ [Name of Attorney in Fact].

Signature of Notary _____
(Seal, if any)

My commission expires: _____
This document prepared by: _____

(If applicable)

State of _____

County of _____

This document was acknowledged before me on _____, by
_____ [Name of Co-attorney in Fact].

Signature of Notary _____



(Seal, if any)

My commission expires: _____

This document prepared by: _____

