### ASSET MANAGEMENT

I,	_, a resident of	County, Colorado, hereby appoint
you,	, as my Attorne	y-in-Fact to act for me and in my name as
authorized in this doc	cument. By this docum	nent, I intend to create a Durable Power of
Attorney under the C	ivil Code of the State	of Colorado.

This Power of Attorney shall become effective upon my subsequent incapacity.

### **POWERS**

Your primary responsibility is to assure that I am adequately supported for the rest of my life. In order to accomplish this, I hereby give to you full power and authority to perform all acts that may be necessary to be done on my behalf as fully as I could do if personally present and able to act.

# A. Powers Regarding My Assets

You shall have the following powers with respect to my assets:

- 1. Invest, sell, purchase, lease, borrow, and encumber assets: To sell, lease, or invest assets in which I have an interest, to purchase assets or borrow money on my behalf, and encumber any asset in which I have an interest as security for such borrowing;
- 2. Deal with real property: With respect to real property, to contract for, purchase, and receive such property, and all Deeds and other assurances therefore; to lease, sell, change the form of title, release, convey, mortgage, and convey by way of Deed of Trust, upon such terms and conditions and under such covenants, as you deem proper; to grant options; to eject, remove, or relieve Tenants or other persons from, and recover possession of, such properties; and to maintain, protect, preserve, insure, repair, build upon, demolish, alter, or improve such property or any part of it;
- 3. Collect and recover assets: To demand, sue for, and collect all such sums of money, debts, dues, accounts, legacies, bequests, interest, dividends, annuities, and demands that are now or may later become due or payable to me, including any benefits payable by any governmental body or agency, and to take all lawful means to recover such assets, and to compromise claims for such assets and grant discharges for such assets in my name;
- 4. Deal with insurance: To insure my life or the life of anyone in whom I have an insurable interest and to insure any asset in which I have an interest, to pay all insurance premiums, to select any options under such policy, to pursue all insurance claims on my behalf, to adjust insurance losses, to designate and change Beneficiaries under any annuity contract in which I have an interest, to purchase or maintain any medical

insurance on me, my Spouse, or any of my Descendants, or to cancel any of the policies described herein;

- 5. Deal with financial institutions: To establish, maintain, or terminate Bank Accounts, Security Accounts, Certificates of Deposit, Money Market Accounts, Margin Accounts, Common Trust Funds, Mutual Funds, Treasury Bills, and Notes, and any other type of cash fund, cash equivalent, or security in my sole name or jointly in my name with others, and to negotiate, endorse, or transfer any checks or other instruments with respect to any such accounts, and to endorse, deposit, or collect any checks or drafts made payable to me or to my order;
- 6. Make gifts: To make gifts, grants, or other transfers without consideration to or for the benefit of any one or more of my Descendants, my Spouse, or a charitable institution, either outright or in trust, including the forgiveness of indebtedness and the completion of any charitable pledges I may have;
- 7. Disclaim, renounce, and assign interests: To disclaim, renounce, or assign any gift, inheritance, be-quest, or right of succession, with or without consideration;
- 8. Deal with Trusts: To establish any Trust with my assets for my benefit or for the benefit of any other person upon such terms as may be necessary or proper, to transfer any asset in which I have an interest to any such Trust or to any Trust that I may have created, and to exercise (in whole or in part), release, or let lapse, any power I may have under any Trust whether or not created by me, including any power of appointment, revocation, or withdrawal;
- 9. Enter, establish, close, or maintain Safe Deposit Boxes: To enter, establish, close, maintain, and have access to any Safe Deposit Box held in my name alone or jointly with another person, whether or not the institution renting such Box has its own form of Power of Attorney for such purposes and to remove all or any of the contents of such box;
- 10. Miscellaneous Powers: To open, read, respond to, and redirect my mail, take custody of all my important documents, including but not limited to, my Will, Trust Agreements, Deeds, Leases, Life Insurance Policies, Contracts, and Securities.

#### INCIDENTAL POWERS

In connection with the exercise of any of the powers described in this document, you are authorized and empowered to perform any other act necessary or incidental to the exercise of such powers with the same validity and effect as if I were personally present, competent, and had personally exercised the powers myself.

# **RATIFICATION**

I hereby ratify and confirm all that you shall do or cause to be done under the authority granted in this document, and all Promissory Notes, Bills of Exchange, drafts, other obligations, Agreements, stock powers, instruments, and other documents, signed, endorsed, drawn, accepted, made, executed, or delivered by you shall bind me, my Estate, my heirs, successors, and assigns.

### THIRD PARTY RELIANCE

For the purpose of inducing any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party to act in accordance with the powers granted in this document, I hereby represent, warrant, and agree that:

- A. If this document is revoked or amended for any reason, I, my Estate, my heirs, successors, and assigns will hold any party or parties harmless from any loss suffered, or liability incurred, by such party or parties in acting in accordance with this document prior to that party's receipt of written or oral notice of any such termination or Amendment.
- B. The powers conferred on you by this document may be exercised by you alone, and your signature, or act under the authority granted in this document may be accepted by third parties as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf.
- C. No person who acts in reliance upon any representation you may make as to the scope of your authority granted under this document shall incur any liability to me, my Estate, my heirs, successors, or assigns for permitting you to exercise any such power, nor shall any person who deals with you be responsible to determine or insure the proper application of funds or property.
- D. All third parties from whom you may request information regarding my health or personal affairs are hereby authorized to provide such information to you without limitation, and are released from any legal liability whatsoever to me, my Estate, my heirs, successors, or assigns for complying with your requests. With specific reference to medical information, including information about my mental condition, I am authorizing in advance all Physicians and Psychiatrists who have treated me, and all other providers of health care, including hospitals, to release to you all information or photocopies of any records which you may request. If I have the capacity to confirm this authorization at the time of the request, third parties may seek such confirmation from me if they so desire. If I do not have the capacity to make such confirmation, all Physicians, Hospitals, and other health care providers are hereby authorized to trust your request as that of a legal representative of an incompetent patient (as contemplated by the Civil Code of the State of Saxon) and to honor such requests on that basis. I hereby waive all privileges which may be applicable to such information and records, and to any communication pertaining to me and made in the course of a Lawyer-Client, Physician-Patient,

Psychiatrist-Patient, Clergyman-Penitent, or Sexual Assault Victim-Counselor relationship.

E. You shall have the right to seek appropriate Court Orders mandating acts which you deem appropriate if a third party refuses to comply with actions taken by you which are authorized by this document or enjoining acts by third parties which you have not authorized. In addition, you may sue a third party who fails to comply with actions I have authorized you to take and demand damages, including punitive damages, on my behalf for such noncompliance.

#### REVOCATION AND AMENDMENT

I hereby revoke all prior General Powers of Attorney that I may have executed and I retain the right to revoke or amend this document and to substitute other Attorneys in your place. Amendments to this document shall be made in writing by me personally (not by you) and they shall be attached to the original of this document and recorded in the same County or Counties as the original, if the original is recorded.

### SUBSTITUTE AGENTS

If you resign, die, become inca	apacitated or fail to act as agent for any other reason, then I
appoint	as first substitute Attorney-in-Fact, with all the same
powers granted to you.	

Your resignation as my agent, or the declination of any of the named substituted Attorneys-in-Fact, shall be made in writing and shall be attached to the original of this document and recorded in the same County or Counties as the original is recorded. All references to "you" in this document shall include references to each of your substitutes.

# DEFINITION OF DESCENDANTS

As used in this document, my "Descendants" shall include my lineal issue of all degrees, and references to my Descendants or children shall include my lineal issue of all degrees, and references to my Descendants or children shall include Descendants by Adoption.

## **COUNTERPARTS**

This document may be executed in any number of counterparts and each shall constitute an original of one and the same document.

## **SEVERABILITY**

If any provision of this document is not enforceable or is not valid, the remaining provisions shall remain effective.

#### EXCULPATION

Neither you nor any of your substitutes shall incur any liability to me, my Estate, my heirs, successors, or assigns for acting or refraining from acting hereunder, except for willful misconduct or gross negligence. Neither you nor your substitutes shall have responsibility to make my assets productive of income, to increase the value of my Estate, to diversify my investments, or for entering trans- actions authorized by this document with yourself so long as you believe such actions are in my best interest or in the best interests of my Estate and those interested in my Estate.

# **GOVERNING LAW**

This document shall be governed by the Laws of the including its validity, construction, interpretation, an		in all respects,
I execute this Durable Power of Attorney on this, Colorado.	day of	, 2011, at
STATE OF COLORADO ) ss.		
COUNTY OF BOULDER )		
BEFORE ME, the undersigned a Notary Public in ar personally appeared,, personally known to me or		
, personally known to me or satisfactory evidence, to be the persons whose name instrument and acknowledged to me that they execut capacities and that, by their signatures on the instruminstrument.	s are subscribed to ted the same in the	the within ir authorized
SUBSCRIBED AND SWORN TO before me this _	day of	. 2011.
WITNESS my hand and official seal.		
Notary Public		