

**General Durable Power of Attorney
of
{Client Name}**

**GENERAL DURABLE POWER OF ATTORNEY
OF {Client Name}**

I, {Client Name}, as principal (the "Principal") have this day appointed the individuals in the order listed below to serve as Agents to exercise the powers set forth herein.

{First Choice};

{Second Choice};

{Third Choice}.

{CoAgent1} and {CoAgent2} jointly or the survivor of them as co-Agents.

**ARTICLE ONE
ASSET POWERS**

1.1. Authorization of Agent. My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, as follows:

(a) To sell any and every kind of property that I may own now or in the future, real, personal, intangible and/or mixed, including without being limited to contingent and expectant interest, marital rights and any rights of survivorship incident to joint tenancy or tenancy by the entirety, upon such terms and conditions and security as my Agent shall deem appropriate and to grant options with respect to sales thereof;

(b) To make such disposition of the proceeds of such sale or sales (including expending such proceeds for my benefit) as my Agent shall deem appropriate;

(c) To buy every kind of property, real, personal, intangible or mixed, upon such terms and conditions as my Agent shall deem appropriate; to obtain options with respect to such purposes; to arrange for appropriate disposition, use and safekeeping and/or insuring of any such property purchased by my Agent;

(d) To buy United States government bonds redeemable at par and payment of United States estate taxes imposed at my death;

(e) To borrow money for the purposes described herein and to secure such borrowing in such manner as my Agent shall deem appropriate;

(f) To use any credit card held in my name to make such purchases and to sign such charge slips as may be necessary to use such credit cards;

(g) To repay from any funds belonging to me any money borrowed and to pay for any purchases made or cash advanced using credit cards issued to me.

1.2. Power over Investment. To invest and reinvest all or any part of my property and any property or interest (including undivided interests) and property, real, personal, intangible or mixed, wherever located, including without being limited to commodities contracts of all kinds, securities of all kinds, bonds, debentures, notes (secured and unsecured), stocks of corporations,

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regardless of class, interest in limited partnership, real estate or any interest in real estate whether or not productive at the time of investment interest in trusts, investment trusts, whether of the opened and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or by my Agent; to establish, utilize and terminate savings and money market accounts with financial institutions of all kinds; to establish, utilize and terminate managing agency accounts with corporate fiduciary; to employ, utilize the services of, compensate and terminate the services of such financial and investment advisors and consultants as my Agent shall deem appropriate.

1.3. Power to Manage Real Property. With respect to real property (including but not limited to any real property described on any exhibit attached to this instrument and any real property I may hereafter acquire or receive and my personal residence); to lease, sublease, release; to eject, remove and relieve tenants or other persons from, and recover possession of by all lawful means; to accept real property as a gift or a security for a loan; to collect, sue for, receive receipt for rents and profits and to conserve, invest or utilize any and all of such rents, profits and receipts for the purposes described in this paragraph; to do any act of management and conservation, to pay, compromise, or to contest tax assessments and to apply for refunds in connection therewith; to hire assistance in labor; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements over; to maintain, protect, repair, preserve, insure, build upon, demolish, alter or improve all or any part thereof; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real property from a lien; to insert on any exhibit to this instrument containing real property descriptions the descriptions of any real property in which I may now have or hereafter acquire an interest; to sell and to buy the same or the real property; to mortgage and/or convey by deed or trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by my Agent.

1.4. Power to Manage Personal Property. With respect to personal property, to lease, sublease, and release; to recover possession of by all lawful means; to collect, sue for, receive and receipt for rents and profits therefrom; to maintain, protect, repair, preserve, insure, alter or improve all or any part thereof; to sell and to buy the same or other personal property; to mortgage and/or grant security interests in any personal property or intangibles now or owned by me, whether acquired by me or for me by my Agent.

1.5. Power to Operate Businesses. To continue the operation of any business (including a ranch or farm) belonging to me or in which I have a substantial interest, for such time and in such manner as my Agent shall deem appropriate, including, but not limited to hiring and discharging my employees, paying my employees' salaries and providing for employee benefits, employing legal, accounting, financial and other consultants; continuing, modifying, terminating, renegotiating and extending any contractual arrangements with any person, firm, association or corporation whatsoever made by me or on my behalf; executing business tax returns and other government forms required to be filed by my business, paying all business related expenses, transacting all kinds of business for me in my name and on my behalf, contributing additional capital to the business, changing the name and/or the form of the business, incorporating the business, entering into such partnership agreement with other persons as my Agent shall deem appropriate, joining in any plan of reorganization, consolidation or merger of such business, selling, liquidating or closing out such business at such time and upon such terms as my Agent shall deem appropriate in representing me in establishing the value of any business under "buy out" or "buy sell" agreement to which I may be a party; to create, continue or terminate retirement plans with respect to such business and to make contributions which may be required by such plans; to borrow and pledge business assets.

1.6. Power to Demand and Receive. To demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of as my Agent deems appropriate, all cash, rights to the payment of cash, property (real, personal, intangible and/or mixed), rights and/or benefits to which I am now or may in the future become entitled, regardless of the identity of the individual or public or private entity involved (and for purposes of receiving social security benefits, my Agent is herewith appointed my representative payee); to utilize all lawful means and methods for such purposes; to make such compromises, release, settlements and discharges with respect thereto as my Agent shall deem appropriate.

1.7. Power With Respect to Bank Accounts. To establish accounts of all kinds, including checking and savings, for me with financial institutions of any kinds, including, but not limited to banks and thrift institutions; to modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interest in all accounts in my name or with respect to which I am an authorized signatory (except accounts held by me in a fiduciary capacity), whether or not any such account was established by me or for me by my Agent; to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; to contract for any services rendered by any bank or financial institutions.

1.8. Power With Respect to Safe Deposit Boxes. To contract with any institution for the maintenance of a safedeposit box in my name; to have access to all safedeposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safedeposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safedeposit box and to terminate any and all contracts for such boxes.

1.9. Power With Respect to Legal and Other Actions. To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, action, suits, proceedings, attachments, arrests or distress, involving me in any way, including but not limited to claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that the loss resulting therefrom will or may fall on me and otherwise engage in litigation involving me, my property or any interest of mine, including any property or interest or person for which or whom I have or may have any responsibility.

1.10. Power with Respect to Taxes. To represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, including but not limited to consents and agreements under Section 2032A of the Internal Revenue Code or any successor section thereto and consents to split gifts, closing agreements and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year between the years 1980 and 2030; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods between the years 1980 and 2030 before all officers of the Internal Revenue Service and state and local authorities; to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have any interest or responsibility.

1.11. Power to Make Gifts. To make gifts, grants or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such person or organizations as my Agent shall select; to make gifts; to make payments for medical care and education; to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code, or any successor provision thereto, and any successor sections thereto and/or similar provisions of any state or local gift tax laws; to pay any gift tax that may arise by reason of such gift; provided, however, that my Agent shall not make any gifts constituting a future interest within the meaning of Section 2503(b) of the Internal Revenue Code, or any successor provision thereto, and shall not make gifts in excess of the gift tax annual exclusion amount in any calendar year to any one person unless my spouse has agreed to consent to "gift splitting" under Section 2513 of the Internal Revenue Code and in that event such shall not exceed the aggregate of me and my spouses' gift tax annual exclusion amount in any calendar year.

1.12. Power to Create, Fund, Amend and Terminate Trusts Solely for the Benefit of the Principal and Spouse. To execute a revocable trust agreement with such trustee or trustees as my Agent shall select which trust shall provide that all income and principal shall be paid to me or my spouse, to some person for my benefit or applied for my benefit in such amounts as I or my Agent shall request or as the trustee or trustees shall determine, and that on my death any remaining income and principal shall be paid to my personal representative, and that the trust may be revoked or amended by me or my Agent at any time and from time to time; provided, however, that any amendment by my Agent must be such that by law or under the provisions of this instrument such amendment could have been included in the original trust agreement; to deliver and convey any or all of my assets to the trust agreement; to deliver and convey any or all of my assets to the trustee or trustees thereof; to add any or all of my assets to such a trust already in existence at the time of the creation of this instrument or created by me at any time thereafter.

1.13. Power to Fund Trusts Created by the Principal. To transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any or all of my cash, property or interests in property, including any rights to receive income from any source; and for this purpose to enter and remove from any safe-deposit box of mine (whether the box is registered in my name alone or jointly with one or more other persons) any of my cash or property and to execute such instruments, documents and papers to effect the transfers described herein as may be necessary, appropriate, incidental or convenient; to make such transfers absolutely in fee simple or for my lifetime only with the remainder or reversion (of the property so transferred) remaining in me so that such property will be disposed of at my death by my will or by the intestacy laws of the state in which I shall die a resident.

1.14. Power to Withdraw Funds from Trusts. To withdraw and/or receive the income or corpus of any trust over which I may have a right of receipt or withdrawal; to request and receive the income or corpus of any trust with respect to which the trustee thereof has the discretionary power to make distributions to or on my behalf, and to execute and deliver to such trustee or trustees a receipt and release or similar document for the income or corpus so received.

ARTICLE TWO CARE OF PRINCIPAL

2.1. My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

2.2. Power to Provide for Principal's Support. To do all acts necessary for maintaining my customary standard of living; to provide living quarters by purchase, lease or other arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortization payments, repairs and taxes; to provide normal domestic help for the operation of my household; to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishments; and if in the judgment of my Agent I will never be able to return to my living quarters from a hospital, hospice, nursing home, convalescent home or similar establishment, to lease, sublease or assign my interest as lessee in any lease or protect or sell or otherwise dispose of my living quarters (investing the proceeds of any such sale as my Agent deems appropriate) for such price and upon such terms, conditions and security, if any, as my Agent shall deem appropriate; and to store and safeguard or sell for such price and upon such terms, conditions and security, if any, as my Agent shall deem appropriate or otherwise dispose of any items of tangible personal property remaining in my living quarters which my Agent believes I will never need again (and pay all costs thereof); and as an alternative to such storage and safeguarding, to transfer custody and possession (but not title) for such storage and safekeeping of any such tangible personal property of mine to the person, if any, named in my will as the recipient of such property; to provide for the presence and involvement of religious clergy or spiritual leaders in my care, provide them access to me at all times, maintain my memberships in religious or spiritual organizations or arrange for membership in such groups, and enhance my opportunities to derive comfort and spiritual satisfaction from such activities, including religious books, tapes and other materials.

ARTICLE THREE INCIDENTAL POWERS

In connection with the exercise of the powers granted herein, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary or appropriate, incidental to or convenient for such exercise, including without limitation the following:

3.1. Resort to Courts. To seek on my behalf and at my expense:

(a) a declaratory judgment from any court of competent jurisdiction interpreting the validity of any or all acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument;

(b) a mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation or other obligation to comply with instructions given by me;

(c) actual and punitive damages against any person, organization, corporation or other entity obligated to comply with instruments given by me who negligently or willfully fails or refuses to follow such instructions.

3.2. Hire and Fire. To employ, compensate and discharge such domestic, medical and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants and employees as my Agent deems appropriate.

3.3. Sign Documents, Etc. To execute, endorse, seal, acknowledge, deliver and file or record agreements, instruments or conveyance of real and personal property, instruments granting

and perfecting security instruments and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions and certificates.

3.4. Borrow, Spend, Liquidate, Secure. To expend my funds and to liquidate my property or to borrow money in order to produce such funds and to secure any such borrowing with security interests in any property, real, personal, or intangible that I may now or hereafter own.

3.5. Supplement this Instrument. To supplement this instrument by adding or modifying the descriptions of any property, real or personal, which I may now or hereafter own, in whole or in part.

3.6. Power to Do Miscellaneous Acts. To open, read, respond to and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue to initiate my membership in organizations and associations of all kinds; to take and give or deny custody of all of my important documents, including but not limited to my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities and to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, any interest of mine or to any person for whom I am responsible; to house or provide for housing, support and maintenance of any animals or other living creatures that I may own and to contract for and pay the expenses of their proper veterinary care and treatment; and if the care and maintenance of such animals or other living creatures shall become unreasonably expensive or burdensome in my Agent's opinion, to irrevocably transfer such animals to some person or persons willing to care for and maintain them.

ARTICLE FOUR THIRD PARTY RELIANCE

For the purpose of inducing all persons, organizations, corporations and entities including but not limited to any physician, hospital, bank, broker, custodian, insurer, lender, transfer Agent, taxing authority, governmental agency, or party to act in accordance with the instructions of my Agent given in this instrument, I hereby represent, warrant and agree that:

4.1. Third Party Liability for Revocation and Amendments. If this instrument is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold any person, organization, corporation or entity (hereinafter referred to in the aggregate as "Person") harmless from any loss suffered, or liability incurred by such Person in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such Person of actual notice of any such revocation or amendment.

4.2. Agent Has Power to Act Alone. The powers conferred on my Agent by this instrument may be exercised by my Agent alone and my Agent's signature or act under the authority granted in this instrument may be accepted by Persons 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. Consequently, all acts lawfully done by my Agent hereunder are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me and my heirs, assigns and personal representatives.

4.3. No Liability to Third Parties for Reliance on Agent. No Person who acts in reliance upon any representations my Agent may make as to (a) the fact that my Agent's powers are then in

effect, (b) the scope of my Agent's authority granted under this instrument, (c) my competency at the time this instrument is executed, (d) the fact that this instrument has not been revoked, or (e) the fact that my Agent continues to serve as my Agent shall incur any liability to me, my estate, my heirs or assigns for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property.

4.4. Authorization to Release Information to Agent. All Persons from whom my Agent may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs and assigns for complying with my Agent's requests.

4.5. Authorization to Release Medical Information. I hereby authorize all physicians and psychiatrists who have treated me, and all other providers of health care, including hospitals, to release to my Agent all information or photocopies of any records which my Agent may request. If I am incompetent at the time my Agent shall request such information, all Persons are authorized to treat any such request for information by my Agent as the request of my legal representative 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 any confidential relationship recognized by law. My Agent may also disclose such information to such Persons as my Agent shall deem appropriate.

ARTICLE FIVE RESTRICTIONS ON POWERS

Notwithstanding any provision herein to the contrary, my Agent:

5.1. Prohibition on Power over Life Insurance on Agent's Life. Shall have no power or authority whatsoever with respect to any interest I may own in any policy of insurance on the life of my Agent.

5.2. Prohibition on Power to Benefit Agent. Shall be prohibited (except as specifically authorized in this instrument) from (a) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to my Agent or my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (b) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such assets to pass in any one calendar year directly or indirectly to my Agent or his estate, (c) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others (excluding those whom I am equally with my Agent legally obligated to support).

ARTICLE SIX REQUEST REGARDING GUARDIANSHIP

6.1. Guardianship. In the event guardianship or other protective proceedings are initiated at any time for my person or estate, I request that any court appoint as my guardian or other personal representative the person (or persons) then serving, or nominated, as my attorney-in-fact hereunder.

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ARTICLE SEVEN DURABILITY PROVISIONS

7.1. Durability Provisions. This General Durable Power of Attorney shall become effective only upon my subsequent incapacity, and for this purpose, I hereby declare this instrument to be a Durable Power of Attorney, in accordance with Act 659 of the 1981 Arkansas General Assembly.

For the purposes hereof, I shall be deemed incapacitated in the event my Agent comes into possession of a duly executed and acknowledged written certificate of my licensed physician certifying that such physician has examined me and has concluded that by reason of accident, physical or mental illness or deterioration, or other similar cause, I have become incapacitated to act rationally and prudently in my personal care and financial matters. Such incapacity shall be deemed to continue until such certificate has become inapplicable or has been revoked. A physician's certificate may be revoked by a similar certificate to the effect that I am no longer incapacitated, executed either by the originally certifying physician or by two (2) other licensed, unrelated physicians.

ARTICLE EIGHT ADMINISTRATIVE PROVISIONS

8.1. Principal's Intended Grant of Authority. My intention in executing this General Durable Power of Attorney is to make, constitute, and appoint my Agent as my true and lawful attorney-in-fact, for use and in my name and stead to execute all documents, and to do any and all things on my behalf, including but not limited to the powers herein described, and complete power and authority to do, say, act, transact and perform each, any, all and every act, thing and deed whatsoever as fully to all intents and purposes as I might or could do if personally present and acting in my own behalf.

8.2. Reimbursement of Agent. My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument.

8.3. Waiver of Certain Fiduciary Responsibilities. My Agent and my Agent's heirs, successors and assigns are hereby released and forever discharged from any and all liability upon any claim or demand of any nature whatsoever by me or my heirs and assigns arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence. My Agent shall have no responsibility to make my property productive of income, to increase the value of my estate or to diversify my investments. My Agent shall have no liability for entering into transactions authorized by this instrument with my Agent in my Agent's individual capacity so long as my Agent believes in good faith that such transactions are in my best interests, the best interests of my estate and those persons interested in my estate.

8.4. Severability. If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

8.5. Governing Law and Applicability to Foreign Jurisdiction. This instrument shall be
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governed by the laws of the State of Arkansas in all respects, including its validity, construction, interpretation and termination, and to the extent permitted by law shall be applicable to all property of mine, real, personal, intangible or mixed, wherever and in whatever state of the United States or foreign country the sites of such property is at any time located and whether such property is now owned by me or hereafter acquired by me or for me by my Agent.

8.6. Definitions. Whenever the word:

(a) "Agent" or any modifying or equivalent word or substituted pronoun therefor is used in this instrument, such word or words shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof.

8.7. Revocation, Removal, Amendment and Resignation. This instrument may be amended or revoked by me, and my Agent and any alternate Agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent and to all alternate Agents. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My Agent and any alternate Agent may resign by the execution of a written resignation delivered to me, or if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or in the case of an alternate Agent, by delivery to my Agent.

8.8. Captions. All captions contained in this General Durable Power of Attorney are for convenience only and shall not be deemed part of this Agreement.

8.9. Counterpart Originals. This instrument has been executed in multiple counterpart originals. All such counterpart originals shall have equal force and effect.

IN WITNESS WHEREOF, I have executed this General Durable Power of Attorney this ____ day of _____, 2020.

{Client Name}

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF _____) ss.

On this __ day of _____, 2020, before me, _____, the undersigned notary, personally appeared {Client Name}, as Principal, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand and official seal.

[Seal of Office]

_____, Notary Public - Arkansas
My commission expires: