

ALASKA DURABLE POWER OF ATTORNEY

The powers granted from the principal to the agent or agents in the following document are very broad. They may include the power to dispose, sell, convey, and encumber your real and personal property. Accordingly, the following document should only be used after careful consideration. If you have any questions about this document, you should seek competent advice. You may revoke this power of attorney at any time.

DESIGNATION OF AGENT(S)

Pursuant to A.S.13.26.600, 13.26.625-13.26.640, 13.26.655-23.26.695,

I, _____ [Principal name] of _____
[Address] do hereby appoint _____ [Agent name],
_____ [Address] and _____ [Optional
co-agent name], _____ [Address], my agent(s) to act as I
have checked below in my name, place and stead in any way which I myself could do, if I were personally
present, with respect to the following matters, as each of them is defined in AS 13.26.665, to the full
extent that I am permitted by law to act through an agent.

If you have appointed more than one agent, mark one of the following:

_____ Each agent may exercise the powers conferred separately, without the consent of any other agent.

_____ All agents shall exercise the powers conferred jointly, with the consent of all other agents.

GRANT OF GENERAL AUTHORITY

Mark the boxes below to indicate the powers you want to give your agent or agents. Mark the box that is next to the category below to give your agent or agents the power in that category. If you do not mark a box next to a category, your agent or agents will not have the power in that category.

- (A) Real estate transactions
- (B) Transactions involving tangible personal property, chattels, and goods
- (C) Bonds, shares, and commodities transactions
- (D) Banking transactions
- (E) Business operating transactions
- (F) Insurance transactions
- (G) Estate transactions



- (H) Retirement plans
 - (I) Claims and litigation
 - (J) Personal relationships and affairs
 - (K) Benefits from government programs and civil or military service
 - (L) Records, reports, and statements
 - (M) Voter registration and absentee ballot requests
 - (N) All other matters, including those specified as follows:
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GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

The agent or agents you have appointed WILL NOT have the power to do any of the following acts UNLESS you MARK the box opposite that category:

- Create, amend, revoke, or terminate an inter vivos trust
- Make a gift, subject to the limitations of AS 13.26.665(q) and any special instructions in this power of attorney
- Create or change a beneficiary designation
- Revoke a transfer on death deed made under AS 13.48
- Create or change rights of survivorship
- 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
- Exercise authority over the content of electronic communications, as that term is defined in 18 U.S.C. 2510(12), sent or received by the principal

DURABLE POWER OF ATTORNEY OPTIONS

To indicate when this document shall become effective, mark one of the following:

_____ This document shall become effective upon the date of my signature.

_____ This document shall become effective upon the date of my incapacity and shall not otherwise be affected by my incapacity.



This document shall not be affected by my subsequent incapacity

NOTICE OF REVOCATION

Notice of revocation of the powers granted in this document.

You may revoke all of the powers granted in this document, or just specific powers. Unless otherwise provided in this document, you may revoke all the powers granted in this power of attorney by completing a subsequent power of attorney. Or you may revoke a specific power granted in this power of attorney by completing a special power of attorney that includes the specific power in this document that you want to revoke.

NOTICE TO THIRD PARTIES

A third party who relies on the reasonable representations of an agent as to a matter relating to a power granted by a properly executed statutory power of attorney does not incur any liability to the principal or to the principal's heirs, assigns, or estate as a result of permitting the agent to exercise the authority granted by the power of attorney. A third party who fails to honor a properly executed statutory form power of attorney may be liable to the principal, the agent, the principal's heirs, assigns, or estate for civil penalty, plus damages, costs, and fees associated with the failure to comply with the statutory form power of attorney. If the power of attorney is one which becomes effective upon the incapacity of the principal, the incapacity of the principal is established by an affidavit, as required by law.

OPTIONAL PROVISIONS

If you have given an agent authority regarding health care services, complete the following:

_____ I have executed a separate declaration under AS 13.52 known as an "Alaska Advance Health Care Directive."

_____ I have not executed an "Alaska Advance Health Care Directive."

You may designate an alternate agent. Any alternate you designate will be able to exercise the same powers as the agent(s) you named at the beginning of this document. If you wish to designate an alternate or alternates, complete the following:

If the agent(s) named at the beginning of this document is unable or unwilling to serve or continue to serve, then I appoint the following agent to serve with the same powers:

First alternate or successor agent _____ (Name and address of alternate)

Second alternate or successor agent _____ (Name and address of second alternate)

You may nominate a guardian or conservator. If you wish to nominate a guardian or conservator, complete the following:

In the event that a court decides that it is necessary to appoint a guardian or conservator for me, I hereby nominate to be considered by the court for appointment to serve as my guardian or conservator, or in any similar representative capacity.

Guardian or Conservator Name: _____ (Name of guardian or conservator)

Guardian or Conservator Address:



In Witness Whereof, I have hereunto signed my name this _____ day of _____, 20____.

Principal Signature

(If applicable)

by:

Representative Signature

Representative Name

NOTARY PUBLIC

STATE OF _____)

ss. _____)
____ JUDICIAL DISTRICT)

Acknowledged before me at _____ on the _____ day
of _____, 20__.

Serial number, if any; date commission expires.

Signature of officer or notary.

TRANSLATION CLAUSE (if needed)

I certify that I have translated the provisions of the foregoing *Power of Attorney* from the English language to the _____ language to the best of my ability.

Translator

IMPORTANT INFORMATION FOR AGENT(S)

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; and
- (4) 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 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 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) 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 Agent(s)

The meaning of the authority granted to you is defined in the Alaska Statute, Title 13, Chapter 26. If you violate Alaska Statute, Title 13, Chapter 26, 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.

AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY AND AGENT'S AUTHORITY

State of _____
County of _____

I, _____ [Name of Agent], certify under penalty of perjury that
_____ [Name of Principal] granted me authority as an agent or successor
agent 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 agent, the prior agent is no longer able or willing to serve; and

(4) _____
_____ [Insert other relevant statements]

(If applicable)

State of _____
County of _____

I, _____ [Name of Co-agent], certify under penalty of perjury that
_____ [Name of Principal] granted me authority as an agent or successor
agent 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 agent, the prior agent is no longer able or willing to serve; and

(4) _____
_____ [Insert other relevant statements]

SIGNATURE AND ACKNOWLEDGMENT OF AGENT(S)

Agent's Signature _____
Date _____

Agent's Name Printed:

Agent's Address:

Agent's Telephone Number:

(If applicable)

Co-agent's Signature _____
Date _____



Co-agent's Name Printed:

Co-agent's Address:

Co-agent's Telephone Number:

NOTARY PUBLIC

State of _____
County of _____]

This document was acknowledged before me on
_____ (Date), by _____ .

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
_____ (Date), by _____ .

Signature of Notary _____
(Seal, if any)

My commission expires: _____
This document prepared by: _____

