

State of Alaska

ALASKA LIMITED (SPECIAL) POWER OF ATTORNEY

The powers granted from the principal to the agent or agents in the following document are limited. 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 SPECIFIC AUTHORITY

I, _____, grant _____ specific authority to act for me and in my name, in any way which I could do if present.

My agent has the authority to act on my behalf for the following:

This authority is confined strictly to the acts specified here and does not extend to any other acts. It will be valid for the period stated in the Effective Date section, unless I have stated otherwise in a subsequent legal document or in the Special Instructions of this document.

EFFECTIVE DATE



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 on _____, 20__.

_____ This document should become effective upon the occurrence of the following event or contingency: _____.

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

(If applicable)

This power of attorney will remain in effect until (Check one):

_____, 20__, unless earlier revoked or terminated by the specific conditions stated in the Termination.

the occurrence of the following condition: _____, unless earlier revoked or terminated by the specific conditions stated in the Termination.

_____, 20__, or upon the occurrence of the following condition: _____, whichever occurs earlier, unless earlier revoked or terminated by the specific conditions stated in the Termination.

TERMINATION

Regular Limited Power of Attorney. This power of attorney will automatically terminate upon the earliest of the following:

1. Completion of the specified act or transaction for which this power of attorney was granted.
2. A specific date or event as mentioned in the 'Effective Date' section of this document.
3. My revocation of this power of attorney in writing or the agent dies, becomes incapacitated, or resigns and the power of attorney does not provide for another agent to act under the power of attorney
4. My death.
5. Upon my disability or incapacity, if the power of attorney is not durable.

Durable Limited Power of Attorney. This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time but will automatically terminate upon the earliest of the following:

1. Completion of the specified act or transaction for which this power of attorney was granted.
2. A specific date or event as mentioned in the 'Effective Date' section of this document.
3. My revocation of this power of attorney in writing or the agent dies, becomes incapacitated, or resigns and the power of attorney does not provide for another agent to act under the power of attorney.
4. My death.

Any action taken by the agent under this power of attorney before its termination in reliance upon it will be



valid unless the third party knew or should have known of the termination.

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

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

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: _____

