

NORTH CAROLINA DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE DEFINED IN CHAPTER 32C OF THE NORTH CAROLINA GENERAL STATUTES WHICH EXPRESSLY PERMITS THE USE OF ANY OTHER OR DIFFERENT FORM OF POWER OF ATTORNEY DESIRED BY THE PARTIES CONCERNED.

IMPORTANT INFORMATION

This power of attorney authorizes another person(s) (your agent(s)) to make decisions concerning your property for you (the principal). Your agent(s) will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the North Carolina Uniform Power of Attorney Act.

This power of attorney does not authorize the agent(s) to make health care decisions for you.

You should select someone you trust to serve as your agent(s). Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent(s) resigns or is unable to act for you.

Your agent(s) is entitled to reasonable compensation unless you state otherwise in the Additional Provisions and Exclusions.

If your agent(s) is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

If you have questions about the power of attorney or the authority you are granting to your agent(s), you should seek legal advice before signing this form.

DESIGNATION OF AGENT(S)

I, _____, name the following person(s) as my agent(s):
_____ [Agent name], _____
[Optional co-agent name].

(If applicable)

Agents I designated above must act jointly separately.

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If my agent is unable or unwilling to act for me, I name as my successor agent:

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



_____ I give to my acting agent the full power to appoint another to act as my agent, and full power to revoke such appointment, if no agent named by me above is willing or able to act.

GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the North Carolina Uniform Power of Attorney Act, Chapter 32C of the General Statutes:

- _____ Stocks
- _____ Real Property
- _____ Tangible Personal Property
- _____ Stocks and Bonds
- _____ Commodities and Options
- _____ Banks and Other Financial Institutions
- _____ Operation of Entity or Business
- _____ Insurance and Annuities
- _____ Estates, Trusts, and Other Beneficial Interests
- _____ Claims and Litigation
- _____ Personal and Family Maintenance
- _____ Benefits from Governmental Programs or Civil or Military Service
- _____ Retirement Plans
- _____ Taxes
- _____ All Preceding Subjects

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

- _____ Make a gift, subject to the limitations provided in [G.S. 32C-2-217](#)
- _____ Create or change rights of survivorship
- _____ Create or change a beneficiary designation
- _____ Authorize another person to exercise the authority granted under this power of attorney
- _____ Waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- _____ Exercise fiduciary powers that I have authority to delegate



_____ Disclaim or refuse an interest in property, including a power of appointment
_____ Access the content of electronic communications.

EXERCISE OF SPECIFIC AUTHORITY IN FAVOR OF AGENT (OPTIONAL)

_____ UNLESS INITIALED, an agent MAY NOT exercise any of the grants of specific authority initialed above in favor of the agent or an individual to whom the agent owes a legal obligation of support.

ADDITIONAL PROVISIONS AND EXCLUSIONS (OPTIONAL)

EFFECTIVE DATE

_____ This power of attorney is effective immediately.

_____ This power of attorney is effective upon the incapacity of the principal.

_____ This power of attorney is effective upon the occurrence of when the following future event or contingency: _____.

NOMINATION OF GUARDIAN (OPTIONAL)

_____ If it becomes necessary for a court to appoint a guardian of my estate or a general guardian, I nominate my agent(s) acting under this power of attorney to be the guardian to serve without bond or other security.

RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent(s), may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

MEANING AND EFFECT

The meaning and effect of this power of attorney shall for all purposes be determined by the law of the State of North Carolina.

SIGNATURE AND ACKNOWLEDGMENT OF PRINCIPAL

Principal signature: _____

Date: _____

(If applicable)
by:

Representative name printed: _____

Representative signature: _____



signing on behalf of:

Principal's Name Printed: _____

Principal's Address _____

Principal Telephone number: _____

NOTARY ACKNOWLEDGEMENT

State of _____, County of _____.

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: _____ [Principal Name]

Date

Signature of Notary Public

(Official Seal)

_____, Notary Public
Printed or typed name

My Commission Expires _____.

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 your authority is terminated 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 Additional Provisions and Exclusions 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
- (6) 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 terminated or revoked 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 a principal;
- (2) The principal's revocation of the power of attorney or the termination of 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, your divorce from the principal, unless the Additional Provisions and Exclusions in this power of attorney state that your divorce from the principal will not terminate your authority.

Liability of Agent(s)

The meaning of the authority granted to you is defined in the North Carolina Uniform Power of Attorney Act. If you violate the North Carolina Uniform Power of Attorney Act 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

(G.S. 32C-3-302)

State of _____
County of _____]

I, _____, [Agent name], certify under penalty of perjury that
_____ [Principal name] 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]

State of _____
County of _____

I, _____ [Co-agent name], certify under penalty of perjury that
_____ [Principal name] 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

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 _____.

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: _____ [Agent name]

Date Signature of Notary Public

(Official Seal) _____, Notary Public
Printed or typed name

My Commission Expires _____.

(If applicable)
State of _____, County of _____.

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: _____ [Co-agent name]



Date

Signature of Notary Public

(Official Seal)

_____, Notary Public
Printed or typed name

My Commission Expires _____.

