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July 14, 2008

Mr. Thomas Jones
123 Pine Street
Miami, Florida 33130

Re: Estate Planning

Dear Tom:

Enclosed please find for your review a draft of the following documents:

1. The Last Will and Testament of Thomas Jones.
2. A General Durable Power of Attorney.
3. A Health Care Power (including the "Living Will").
4. Burial Instructions.

I will not attempt in this letter to set forth all the relevant provisions of these documents which, as might be expected, contain a great deal of technical language. However, the gist of the documents may be generally summarized as follows:

Will:

Your Will is the document which sets forth your wishes with regard to the manner of distribution of your estate.

The Durable Power of Attorney for Management of Property and Personal Affairs:

The Durable Power of Attorney is a "general power of attorney". This document is primarily intended to give your named agent the power to deal with your assets in the event of your incapacity. However, this document gives your agent broad powers to dispose of, sell, convey and encumber your real and personal property; if you have any concern about granting such broad powers, please contact me at once.

Health Care Power:

The Health Care Power gives your named Surrogate the power to make medical decisions, sign consents and/or releases with hospitals and/or doctors. It also includes your "living will" for end-of-life decisions.

Mr. Thomas Jones

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Burial Instructions:

The Burial Instructions give you the ability to specify how you wish your remains to be dealt with (i.e., cremation or burial); to provide information of any prior arrangements and to designate the persons to carry-out your wishes.

Please review carefully. If you have any questions regarding the enclosed documents or if there are any changes which need to be made, please call me right away. When you are finished with your review, please contact the office for an appointment.

Sincerely yours,

LAW OFFICES OF SUSAN BARRISTER

By: _____
SUSAN BARRISTER,
Attorney-at-Law

Encl.

**LAST WILL AND TESTAMENT
OF
THOMAS JONES**

(SIGNED ORIGINAL)

Date Signed:

To be placed in safe deposit box for safe-keeping.

Do not write on this original, alter it, or
modify it without professional advice.

SUSAN BARRISTER

Attorney at Law

LAW OFFICES OF SUSAN BARRISTER

555 Park Avenue

Suite 101

Miami, Florida 33130

(305) 555-1111

**LAST WILL AND TESTAMENT
OF
THOMAS JONES**

(PHOTOCOPY)

Date Signed:

To be filed for availability and frequent review.

Original Copy is located at:

SUSAN BARRISTER

Attorney at Law

LAW OFFICES OF SUSAN BARRISTER

555 Park Avenue

Suite 101

Miami, Florida 33130

(305) 555-1111

LAST WILL AND TESTAMENT
OF
THOMAS JONES

I, **THOMAS JONES**, a resident of Dade County, Florida, declare that this is my Last Will and Testament, hereby revoking all prior Wills and Codicils.

ARTICLE ONE

INTRODUCTORY PROVISIONS

1.A. **Family.** I am a widower. I have two children now living; namely, STEVEN JONES and SALLY JONES SMITH.

I have intentionally, and not as a result of any mistake or inadvertence, omitted in this Will to provide for any other children and/or issue of mine, if any, however defined by law, presently living. Any child or children born after the date of this Will shall be treated as though they were named in this Paragraph, and all provisions of this Will shall be interpreted as if any children born after the date of this Will had been named with all other children of mine in the provisions of this Will.

1.B. **Definition of "Issue".** As used in this Will, the term "issue" shall refer to lineal descendants of all degrees and shall include adopted persons; provided however, that such term shall refer only to the issue of lawful marriages and illegitimate children only if a parent/child relationship existed between such child and his or her parent, living or deceased, as determined under Florida law.

1.C. **Definition of "Per Stirpes".** Whenever a distribution is to be made "per stirpes", the assets are to be divided into as many shares as there are then-living children and deceased children who left living descendants. Each living child shall receive one share and each deceased child's share shall be divided among such deceased child's then-living descendants in the same manner.

ARTICLE TWO

NOMINATION OF FIDUCIARIES

2.A. **Personal Representative.** I nominate my son STEVEN JONES, 453 Kettner, #75, Miami, FL, and my daughter SALLY JONES SMITH, 9543 Oakridge, Atlanta, GA, as co-Personal Representatives of my Will. If either co-Personal Representative fails to qualify or

ceases to act, the other shall act alone. All named Personal Representatives shall serve without bond being required.

2.B. **Appointment of Special Personal Representative.** If for any reason my Personal Representative is unwilling or unable to act as Personal Representative with respect to any provision of my Will or the administration of my estate, my Personal Representative shall appoint, in writing, an individual, a bank, or a trust company that is not related or subordinate within the meaning of §672(c) of the Internal Revenue Code to act as a substitute or special Personal Representative for such purpose, and may revoke any such appointment at will. Each substitute or special Personal Representative so acting shall exercise all administrative and fiduciary powers granted by my Will unless expressly limited by the delegating Personal Representative in the instrument appointing such substitute or special Personal Representative. Any substitute or special Personal Representative may resign at any time by delivering written notice to my Personal Representative to that effect.

ARTICLE THREE

DISTRIBUTION PROVISIONS

3.A. **Payment of Estate Expenses.** My Personal Representative shall pay from my estate all debts which are due and enforceable against my estate, the expenses of my last illness and funeral, the expenses of administering my estate, and all death taxes and governmental charges imposed and made payable under the laws of the United States or of any state or country by reason of my death.

3.B. **Tangible Personal Property.** I give such of my tangible personal property in accordance with any written instructions left by me and the remainder of the personal property, or all of it if no such instructions are left, to my children in equal shares.

3.C. **Disposition of Residue.** I give the residue of my Estate to my then-living issue, per stirpes; provided however, if a beneficiary has not yet attained the age of twenty-one (21), this distribution shall be held for such beneficiary in a custodial account under the provisions of the Florida Uniform Transfer to Minors Act with the parent of such beneficiary as the custodian.

ARTICLE FOUR

ESTATE ADMINISTRATION

4.A. **General Powers of Personal Representative.** Subject to any limitations stated elsewhere in this Will, my Personal Representative shall have, in addition to all of the powers now or hereafter conferred on Personal Representatives by law (specifically including all of the powers authorized by §§733.608, 733.612 and 733.6121 of the Florida Statutes, as amended, or any successor thereto, as though such powers were set forth herein), and any powers enumerated elsewhere in this Will, the power to perform any of the acts specified in this section without the necessity of court approval:

- (1) To take possession or control of all of my Estate subject to disposition by this Will, and collect all debts due to me or to my Estate;
- (2) To receive the rents, issues, and profits from all real and personal property in my Estate until the estate is settled or delivered over by order of court to my heirs or beneficiaries;
- (3) To pay taxes on, and take all steps reasonably necessary for the management, protection, and preservation of, all property in my Estate;
- (4) To insure the property of my Estate against damage or loss, and insure the Personal Representative against liability to third persons;
- (5) To deposit money belonging to my Estate in an insured account in a financial institution in Florida;
- (6) If any asset of my Estate consists of an option right, to exercise the option and to use any funds or property in my Estate to acquire the property covered by the option;
- (7) To hold any securities or other property, both real and personal, in the name of the Personal Representative, in the name of such nominee as my Executor shall select, or in the form of "street certificates," without in any of such cases disclosing the fact that such property is held in a fiduciary capacity, and to indemnify any such nominee against any loss resulting from holding such property as nominee;
- (8) To vote in person, and give proxies to exercise, any voting rights with respect to any stock, any membership in a nonprofit corporation, or any other property in my Estate, and waive notice of a meeting, give consent to the holding of a meeting, and authorize, ratify, approve, or confirm any action that could be taken by shareholders, members, or property owners;
- (9) To make any elections permitted under any pension, profit sharing, employee stock ownership or other benefit plan;
- (10) To sell and to grant options to purchase all or any part of my estate, both real and personal, at any time, at public or private sale, for such consideration, whether or not the highest possible consideration, and upon such terms, including credit, as the Personal Representative shall deem advisable, and to execute, acknowledge and deliver deeds or other instruments in connection therewith. No purchaser shall be held to see to the application of the purchase money;
- (11) To lease any real estate for such term or terms and upon such provisions and conditions as the Personal Representative shall deem advisable, including the granting of options to renew, options to extend the term or terms, and options to purchase;

(12) To borrow and to pledge or mortgage any property as collateral, and to make secured or unsecured loans. The Personal Representative is specifically authorized to make loans without interest to any beneficiary hereunder. No individual or entity loaning property to the Personal Representative shall be held to see to the application of such property;

(13) To pay any and all charges reasonably incurred in connection with or incidental to the distribution of any property of my Estate, including but not limited to expenses of storage, freight, shipping, delivery, packing, and insurance; and, on any accounting, treat any such expenditures as expenses of the administration of my Estate;

(14) To dispose of or abandon tangible personal property (including donation to any charitable organization or organizations of the Personal Representative's choice), except tangible personal property that is a specific gift, when the cost of collecting, maintaining, and safeguarding the property would exceed its fair market value;

(15) To commence and prosecute, either individually or jointly with my heirs or beneficiaries, any action necessary or proper to quiet title to or recover possession of any real or personal property in my Estate;

(16) To pay, compromise or settle any claim, action, or proceeding by or for the benefit of, or against, me, my Estate, or the Personal Representative, subject only to any confirmation of court that may be required by law; and,

(17) To employ others in connection with the administration of my Estate, including legal counsel, investment advisors, brokers, accountants and agents, notwithstanding the fact that the Personal Representative may receive a direct or indirect financial benefit as a result of such employment or may otherwise be affiliated with any of them, and to pay reasonable compensation thereto in addition to that to be paid to the Personal Representative.

4.B. Power to Invest. To retain for whatever period the Personal Representative shall deem advisable any property, including property owned by me at my death, and to invest and reinvest any money of my Estate not reasonably required for the immediate administration of my Estate in any kind of property, real, personal, or mixed, and in any kind of investment, including but not limited to improved and unimproved real property, interest-bearing accounts, certificates of deposit, corporate and governmental obligations of any kind, preferred or common stocks, mutual funds (including mutual funds of the "load" and "no load" variety), investment trusts, money-market funds, taxable and tax-exempt commercial paper, repurchase and reverse repurchase agreements, and stocks, obligations, and shares or units of common trust funds of any corporate fiduciary; regardless of whether any particular investment would be proper for a Personal Representative and regardless of the extent of diversification of the assets held hereunder.

4.C. Power to Make Tax Elections. To the extent permitted by law, and without regard to the resulting effect on any other provision of this Will, on any person interested in my Estate, or on

the amount of taxes that may be payable, the Personal Representative shall have the power to choose a valuation date for tax purposes; choose the methods to pay any death taxes; elect to treat or use any item for state or federal estate or income tax purposes as an income tax deduction or an estate tax deduction; disclaim all or any portion of any interest in property passing to my Estate at or after my death; and determine when an item is to be treated as taken into income or used as a tax deduction.

4.D. **Division or Distribution in Cash or in Kind.** In order to satisfy a pecuniary gift or to distribute or divide estate assets into shares or partial shares, the Personal Representative may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind, with or without regard to tax basis. Property distributed to satisfy a pecuniary gift under this Will shall be valued at its fair market value at the time of distribution.

4.E. **Payments to Legally Incapacitated Persons.** If at any time any beneficiary under this Will is a minor or it appears to the Personal Representative that any beneficiary is incapacitated, incompetent, or for any other reason not able to receive payments or make intelligent or responsible use of the payments, then the Personal Representative, in lieu of making direct payments to the beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state; to one or more suitable persons, as the Personal Representative deems proper, such as a relative or a person residing with the beneficiary, to be used for the benefit of the beneficiary; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions, and the receipt of the person to whom such money or property is paid shall be a full and complete discharge to the Personal Representative;

4.F. **Liability.** Unless due to such Personal Representative's own willful default or gross negligence, no Personal Representative shall be liable for such Personal Representative's acts or omissions or those of any co-Personal Representative or prior Personal Representative.

ARTICLE FIVE

CONCLUDING PROVISIONS

5.A. **Definition of Death Taxes.** The term "death taxes," as used in this Will, shall mean all inheritance, estate, succession, and other similar taxes that are payable by any person on account of that person's interest in my Estate or by reason of my death, including penalties and interest, but excluding any additional tax that may be assessed under Internal Revenue Code §2032A.

5.B. **Payment of Death Taxes.** Death taxes shall be prorated and apportioned among the persons interested in that property as provided by the laws of the State of Florida, whether or not such property is inventoried in my probate estate.

5.C. **Simultaneous Death.** If any beneficiary under this Will and I die simultaneously, or if it cannot be established by clear and convincing evidence whether that beneficiary or I died first, I shall be deemed to have survived that beneficiary, and this Will shall be construed accordingly.

5.D. **Period of Survivorship.** For the purposes of this Will, a beneficiary shall not be deemed to have survived me if that beneficiary dies within three (3) months after my death.

5.E. **Guardian Ad Litem.** I direct that the representation by a guardian ad litem of the interests of persons unborn, unascertained, or legally incompetent to act in proceedings for the allowance of accounts hereunder be dispensed with to the extent permitted by law.

5.F. **Beneficial Interests.** The interest of any beneficiary in any share or part of this Will, both as to principal and income, shall not be alienable, assignable, attachable, transferable nor paid by way of anticipation, nor in compliance with any order, assignment or covenant and shall not be applied to, or held liable for, any of their debts or obligations either in law or equity and shall not in any event pass to his, her or their assignee under any instrument or under any insolvency or bankruptcy law, and shall not be subject to the interference or control of creditors, spouses or others.

5.G. **Captions.** The captions appearing in this Will are for convenience of reference only, and shall be disregarded in determining the meaning and effect of the provisions of this Will.

5.H. **Severability Clause.** If any provision of this Will is invalid, that provision shall be disregarded, and the remainder of this Will shall be construed as if the invalid provision had not been included.

5.I. **Governing Law.** All questions concerning the validity and interpretation of this Will, shall be governed by the laws of the State of Florida in effect at the time this Will is executed.

IN WITNESS WHEREOF, I have on this ____ day of _____, 2008, signed, sealed, published and declared the foregoing instrument as and for my Last Will and Testament, in the presence of each and all of the subscribing witnesses, each of whom I have requested, in the presence of each of the others, to subscribe his or her name as an attesting witness, in my presence and in the presence of the others. I am of legal age, of sound mind, and under no constraint or undue influence.

THOMAS JONES,
Testator

Acknowledged and subscribed before me by the Testator, THOMAS JONES, who is personally known to me or who has produced satisfactory photo identification and sworn to and subscribed before me by the witnesses, SUSAN BARRISTER, who is personally known to me or who has produced satisfactory photo identification, and _____, who is personally known to me or who has produced satisfactory photo identification, and subscribed before me in the presence of the Testator and the subscribing witnesses, all on this ____ day of _____, 2008.

NOTARY PUBLIC

DURABLE POWER OF ATTORNEY FOR MANAGEMENT OF PROPERTY AND PERSONAL AFFAIRS

I, **THOMAS JONES**, intend to create a Durable Power of Attorney (herein referred to as "this Power"). The powers granted to my Agents in Article II of this Power shall become effective only upon my incapacity as determined in accordance with Paragraph 2.E. of Article II of this Power. If, after being determined to be incapacitated, I should regain my capacity as determined in accordance with Paragraph 2.F. of Article II of this Power, the powers granted to my Agents in Article II of this Power shall cease.

I give my co-Agents, and the survivor of them, the powers specified in this Power with the understanding that they will be used for my benefit and on my behalf and will be exercised only in a fiduciary capacity.

I. APPOINTMENT

I hereby designate and appoint my son **STEVEN JONES** (453 Kettner, #75, Miami, FL) and my daughter **SALLY JONES SMITH** (9543 Oakridge, Atlanta, GA), or the survivor of them, as my co-Attorney-in-Fact to jointly and individually have all of the powers hereinafter set forth (hereinafter referred to in this power of attorney as "my Agent"). During such time as co-Agents are acting, only one signature shall be required.

II. POWERS

2.A. Enumerated Powers. To exercise or perform any act, power, duty, right or obligation whatsoever that I now have for property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted:

(1) Real and Personal Property. To take any actions for the management or maintenance of any real or personal property in which I own an interest when this Power is executed, or in which I later acquire an interest, including the power to acquire, sell, and convey ownership of property; control the manner in which property is managed, maintained, and used; change the form of title in which property is held; satisfy and grant security interests and other encumbrances on property; obtain and make claims on

insurance policies covering risks of loss or damage to property; accept or remove tenants; collect proceeds generated by property; ensure that any needed repairs are made to property; exercise rights of participation in real estate syndicates or other real estate ventures; and make improvements to property.

(2) Motor Vehicles. To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

(3) Financial Institutions. To take any actions in connection with any financial institution in which I have an account or an interest in an account when this Power is executed, or in which I later acquire an account or an interest in an account, including the power to continue, modify, or terminate existing accounts; open new accounts; draw, endorse, and deposit checks drafts and other negotiable instruments (including, but not limited to, Social Security, government and insurance checks made payable to me); prepare financial statements; and, borrow money. For the purposes of this paragraph, the term "financial institution" includes, but is not limited to, banks, trust companies, savings banks, commercial banks, building and loan associations, savings and loan companies or associations, credit unions, industrial loan companies, thrift companies and brokerage firms.

(4) Safe Deposit Boxes. To have access at any time or times to any safe deposit box rented to me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish any safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my attorney to exercise this power.

(5) Insurance and Annuities. To take any actions with respect to any insurance or annuity contracts in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to acquire additional insurance coverage of any type or additional annuities; continue existing insurance or annuity contracts; agree to modifications in the terms of insurance or annuity contracts in which I have an interest; borrow against insurance or annuity contracts in which I have an interest, to the extent allowed under the contract terms; change beneficiaries under existing contracts and name beneficiaries under new contracts, including the power to designate my Agent as the beneficiary; receive dividends, proceeds, and other benefits generated by the contracts; and transfer interests in insurance or annuity contracts to the extent permitted under the terms of those contracts.

(6) Beneficial Interests. To take any actions with respect to any probate estate, trust, conservatorship, guardianship, escrow, custodianship, or other fund/entity in which I have a beneficial interest when this Power is executed, or in which I later acquire an interest, including the power to accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or

payment from the fund/entity; demand or obtain by litigation or otherwise money or other things of value to which I am, may become, or claim to be entitled by reason of the fund/entity; initiate, participate in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest; initiate, participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary; and conserve, invest, disburse, and use anything received for an authorized purpose.

(7) Retirement Plans and Benefits. In connection with any pension, profit sharing or stock bonus plan, individual retirement account (IRA), Roth IRA, § 403(b) annuity or account, § 457 plan, or any other retirement plan, arrangement or annuity in which I am a participant or of which I am a beneficiary (whether established by my agent or otherwise) (each of which is referred to in this document as a “Plan” or “such Plan”), my agent shall have the following powers, in addition to all other applicable powers granted by this document:

- (i) To establish one or more Plans in my name;
- (ii) To make contributions (including “rollover” contributions) or cause contributions to be made to such Plan with my funds or otherwise on my behalf;
- (iii) To receive and endorse checks or other distributions to me from such Plan, or to arrange for the direct deposit of the same in any account in my name or in the name of any existing trust for my benefit or a trust created by my agent for my benefit;
- (iv) To elect a form of payment of benefits from such Plan, to withdraw benefits from such Plan, to make, exercise, waive or consent to any and all elections and/or options that I may have regarding contributions to, investments or administration of, distribution from, or benefits under, such Plan; and,
- (v) To designate one or more beneficiaries or contingent beneficiaries for any benefits payable under such Plan on account of my death, and to change any such prior designation of beneficiary made by me or by my agent, subject to the following limitation: My agent shall have no power to designate my agent directly or indirectly as a beneficiary or contingent beneficiary to receive a greater share or proportion of any such benefits than my agent would have otherwise received, unless such change is consented to by all other beneficiaries who would have received the benefits but for the proposed change; the preceding limitation shall not apply to any designation of my agent as beneficiary in a fiduciary capacity, with no beneficial interest.

(8) Claims and Litigation. To take any actions with respect to any claim that I may have or that has been asserted against me and with respect to any legal proceeding in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to institute, prosecute, and defend legal proceedings and

claims on my behalf; file actions to determine adverse claims, seek preliminary, provisional, or intermediate relief on my behalf; apply for the enforcement or satisfaction of judgments that have been rendered in my favor; participate fully in the development of claims and proceedings; submit any dispute in which I have an interest to arbitration; submit and accept settlement offers and participate in settlement negotiations; handle all procedural aspects, such as service of process, filing of appeals, stipulations, verifications, waivers, and all other matters in any way affecting the process of any claim or litigation; and satisfy judgments that have been rendered against me.

(9) Tax Matters. For any tax year for which the statute of limitations has not run and to the tax year in which this durable power of attorney was executed and any subsequent tax year, to prepare and file any and all documents and take all actions that are necessary or that my Agent believes to be desirable with respect to my local, state, or federal tax liability, including the power to participate in audits; exercise my rights to protest and appeal assessments; pay amounts due to the appropriate taxing authority; execute waivers, consents (including, but not limited to, consents and agreements under Internal Revenue Code §2032A, or any successor section thereto), closing agreements, and similar documents related to my tax liability; participate in all procedural matters connected with my tax liability; and exercise any elections that may be available to me under applicable state or federal tax laws or regulations.

(10) Personal and Family Maintenance. To conduct my personal affairs and to discharge any and all obligations I may owe to myself and to family members and other third persons who are customarily or legally entitled to my support when this Power is executed, or that are undertaken thereafter, including the power to take steps to ensure that our customary standard of living is maintained; continue existing charge accounts, open new charge accounts, and make payments thereon; provide for transportation; maintain correspondence; prepare, maintain, and preserve personal records and documents; and maintain membership in any social, religious, or professional organization and make contributions thereto.

(11) Social Security Administration. To sign, execute, deliver, process and acknowledge applications, documents, checks and such other instruments in writing, of every kind and nature, as may be necessary or proper to obtain and receive any benefits to which I or any of my dependents may be entitled through the United States Social Security Administration; and to communicate on my behalf with the Social Security Administration.

(12) Create a Revocable Trust. To create a revocable, inter-vivos trust on my behalf wherein the beneficial interests at my death shall be the same as the dispositive provisions in my Last Will and Testament in effect on the date such trust is created; and to transfer and convey to the Trustee or co-Trustees of such trust any or all assets now or at any time or times hereafter standing in my name or representing my interest in assets owned jointly, commonly, or otherwise with any other person or persons, including, without limitation, real estate, ownership rights in insurance policies of all kinds, cash, checks (particularly government and insurance checks), stocks, bonds, securities, and

properties of all kinds; and pursuant to such purpose to terminate savings, checking, safekeeping, agency, investment advisory, and custody accounts in my name, alone or with others, at any bank or broker, by directing that all or any part of the balance therein, including all cash, stocks, bonds, and other securities and property, subject to any indebtedness secured thereby, be transferred and delivered to said Trustee or co-Trustees.

(13) Create an Irrevocable Trust. To create an irrevocable trust for my benefit wherein the beneficial interests at my death shall be the same as the dispositive provisions in my Last Will and Testament in effect on the date such trust is created, to name the Trustees and successor Trustees, and to fund such trust with all or any assets of mine or other interests in property which are capable of being held in said trust, including those assets which may then be held in a revocable trust for my benefit. This authority includes the power to create and fund a trust which may qualify me for Medicaid. My Agent may serve as the Trustee of the trust. My Agent shall have the power to withdraw income or principal on my behalf or for my benefit, and to exercise whatever trust powers or elections which I may exercise.

2.B. General Grant of Powers. It is my intention by the granting of the foregoing powers to give my Agent the broadest possible powers to represent my interests and my estate in all aspects of any transactions or dealings involving me or my property. The only powers which my Agent shall not exercise with respect to me and my property are as follows:

- (1) To use my assets to satisfy any legal obligations of my Agent, including but not limited to the support of any dependents of my Agent; provided, however, that such dependents shall not include myself or those persons whom I am otherwise legally obligated to support;
- (2) To exercise any powers granted to the trustee pursuant to an irrevocable trust agreement of which my Agent is the settlor and I am the trustee;
- (3) To exercise any incidents of ownership over any policy or policies of life insurance insuring the life of my Agent and of which I am the owner; and,
- (4) To make health care decisions.

Subject only to the limitations and prohibitions set forth in the preceding paragraph, and excepting those actions that conflict with or are limited by another provision in this Power, I give my Agent the power to act as my alter ego with respect to all matters and affairs that are not included in the other provisions in this Power, to the extent that a principal can act through an agent.

2.C. Incidental Powers. In connection with the exercise of any of the powers described in the preceding paragraphs, I give my Agent full authority, to the extent that a principal can act through an agent, to take all actions that my Agent believes necessary, proper, or convenient, to the extent that I could take such actions myself, including the power to prepare, execute, and file all documents and maintain records; enter into contracts; hire, discharge, and pay reasonable compensation to attorneys, accountants, expert witnesses, or other assistants; execute, acknowledge, seal, and deliver any instrument.

2.D. Inspection and Disclosure of Information Relating to My Physical or Mental Health.

My agent has the power and authority to request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 CFR 160-164. I hereby authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose, and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition. This authority given my agent shall supersede any other agreement which I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority given my agent shall be effective immediately, has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

2.E. Determination of Incapacity. For all purposes under this Power, I shall be deemed "incapacitated" if and so long as a court of competent jurisdiction has made a finding to that effect or a guardian or conservator of my person or estate duly appointed by a court of competent jurisdiction is serving, or upon certification by a physician (licensed to practice under the laws of the state of my residency) that I am unable to properly care for myself or for my person or property, which certification shall be made by such physician in a written declaration under penalty of perjury. A certified copy of the decree declaring incapacity or appointing a guardian or conservator, or the physician's certificate 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.

2.F. Capacity Regained. After a determination of incapacity, I shall be deemed to have regained capacity by a finding of a court of competent jurisdiction to that effect, or when the guardianship or conservatorship for me has been judicially terminated, or upon certification by a physician (licensed to practice under the laws of the state of my residency) that I am capable of properly caring for myself or am able to manage my person or property, which certification shall be made by such physician in a written declaration under penalty of perjury. A certified copy of the decree declaring my regained capacity or terminating the guardianship or conservatorship, or the physician's certificate, 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.

III. AMPLIFYING PROVISIONS

3.A. Reimbursement for Costs and Expenses. My Agent shall be entitled to reimbursement from my property for expenditures properly made in the execution of the powers conferred by me in this Power. My Agent shall keep records of any such expenditures and reimbursement.

3.B. No Compensation. My Agent shall not be entitled to compensation for the services rendered in the execution of any of the powers conferred by me in this Power.

3.C. **Reliance by Third Parties.** To induce third parties to rely upon the provisions of this Power, I, for myself and on behalf of my heirs, successors, and assigns, hereby waive any privilege that may attach to information requested by my Agent in the exercise of any of the powers described herein. Moreover, on behalf of my heirs, successors, and assigns, I hereby agree to hold harmless any third party who acts in reliance upon this Power for damages or liability incurred as a result of that reliance. My Agent is authorized, at the expense of my estate, to seek interpretation and/or enforcement of any power granted to my Agent under this document from a court of competent jurisdiction. My Agent may seek any appropriate legal remedy including, but not limited to, declaratory judgments, temporary or permanent injunctions, and actual or punitive damages against any person or entity who unreasonably, negligently or willfully fails or refuses to follow my Agent's instructions with respect to a power granted to my Agent under this document.

3.D. **Ratification.** I ratify and confirm all that my Agent does or causes to be done under the authority granted in this Power. All instruments of any sort entered into in any manner by my Agent shall bind me, my estate, my heirs, successors, and assigns.

3.E. **Exculpation.** My Agent shall not be liable to me or any of my successors in interest for any action taken or not taken in good faith, but shall be liable for any willful misconduct or gross negligence.

3.F. **Revocation and Amendment.** I 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 fact in place of the Agent herein named. Amendments to this document shall be made in writing by me personally (not by my Agent) 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.

IV. GENERAL PROVISIONS

4.A. **Nomination of Guardian.** If proceedings are initiated for the appointment of a guardian of my estate, I hereby nominate my Agent as such guardian. I hereby waive the requirement of a bond.

4.B. **Photostatic Copies.** Persons dealing with my Agent may rely fully on a photostatic copy of this Power.

4.C. **Severability.** If any of the provisions of this Power are found to be invalid for any reason, such invalidity shall not affect any of the other provisions of this Power, and all invalid provisions shall be wholly disregarded.

4.D. **Governing Law.** All questions pertaining to validity, interpretation, and administration of this Power shall be determined in accordance with the laws of the State of Florida.

4.E. **Understanding of Document.** I understand that this Power is an important legal document: (1) this document provides my Agent with broad powers to dispose of, sell, convey, and encumber my real and personal property; (2) the powers granted in this Power will exist for an indefinite period of time unless I limit their duration by the terms of this Power or revoke this

Power, and they will continue to exist notwithstanding my subsequent disability or incapacity; and (3) I have the right to revoke or terminate this Power at any time.

IN WITNESS WHEREOF, I, THOMAS JONES, the principal, sign my name to this instrument on this ____ day of _____, 2008, and being first duly sworn, do hereby declare to the undersigned authority and below-named witnesses that I sign and execute this instrument as my Power of Attorney, that I execute it as my free and voluntary act for the purposes expressed herein and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.

THOMAS JONES, Principal
123 Pine Street
Miami, Florida 33130

I am eighteen (18) years of age or older. I am not related to the principal by blood or marriage, or related to the attorney-in-fact by blood or marriage. The principal has declared to me that this instrument is his Power of Attorney granting to the named attorney-in-fact the power and authority specified herein, and that he has willingly made and executed it as his free and voluntary act for the purposes herein expressed.

Dated: _____, 2008,

SUSAN BARRISTER
555 Park Avenue
Miami, Florida

[signature – please print name under this line]
555 Park Avenue
Miami, Florida

STATE OF FLORIDA, COUNTY OF DADE, ss.

The foregoing instrument was acknowledged, subscribed and sworn to before me by the Settlor, THOMAS JONES, who is personally known to me or who has produced _____ as photo identification, and sworn to and subscribed before me by the witnesses, SUSAN BARRISTER, who is personally known to me or who has produced _____ as photo identification, and _____, who is personally known to me or who has produced _____ as photo identification, on this ____ day of _____, 2008.

NOTARY PUBLIC – STATE OF FLORIDA

FLORIDA DESIGNATION OF HEALTH CARE SURROGATE

In the event that I, **THOMAS JONES**, have been determined to be incapacitated to provide informed consent for medical treatment and surgical and diagnostic procedures, I wish to designate my surrogate for health care decisions:

1. I hereby appoint my son **STEVEN JONES**, of 453 Kettner, #75, Miami, FL (305-555-5555), as my surrogate to make health care decisions for me as authorized in this document.

2. If said surrogate is not available or becomes ineligible to act, or if I revoke this appointment or authority to act as my surrogate, then I designate my daughter **SALLY JONES SMITH**, of 9543 Oakridge, Atlanta, GA (678-555-6789), as my alternate surrogate to make health care decisions for me as authorized in this document.

3. I fully understand that this designation will permit my designee to make health care decisions and to provide, withhold, or withdraw consent on my behalf; to apply for public benefits to defray the cost of health care; and to authorize my admission to or transfer from a health care facility. Additionally, my surrogate has the full and immediate power and authority to do all of the following:

- (a) Request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 CFR 160-164. I hereby authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc. or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose, and release to my surrogate, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition. This authority given my surrogate shall supersede any other agreement which I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority given my surrogate is effective immediately, has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

- (b) Execute on my behalf any releases or other documents that may be required in order to obtain this information; and
- (c) Consent to the disclosure of this information.

I affirm that this designation is not being made as a condition of treatment or admission to a health care facility.

Executed on _____, 2008, in Dade County, Florida.

THOMAS JONES

We, the witnesses hereunder, certify that each of us is 18 years of age or older and each personally witnessed THOMAS JONES, the principal, sign or direct the signing of this Designation; that we are acquainted with the principal and believe him to be of sound mind; that neither of us is a person who signed the above Designation on behalf of the principal; that we are not named as surrogate or alternate surrogate by this Designation; that we are not related to the principal by blood or marriage nor are we entitled to any portion of his estate according to the laws of intestate succession of this state or under any will or codicil of the principal; that we are not directly financially responsible for his medical care; and that we are not agents of any health care facility in which he may be a patient at the time of signing this Designation.

SUSAN BARRISTER

555 Park Avenue
Miami, Florida

[signature – please print name under this line]

555 Park Avenue
Miami, Florida

FLORIDA LIVING WILL

Declaration made this _____ day of _____, 2008.

I, THOMAS JONES, willfully and voluntarily make known my desire that my dying not be artificially prolonged under the circumstances set forth below, and I do hereby declare that:

1. If at any time I am incapacitated and

_____ (initial) I have a terminal condition, or

_____ (initial) I have an end-stage condition, or

_____ (initial) I am in a persistent vegetative state,

and if my attending or treating physician and another consulting physician have determined that there is no reasonable medical probability of my recovery from such condition, I direct that life-prolonging procedures be withheld or withdrawn when the application of such procedures would serve only to prolong artificially the process of dying, and that I be permitted to die naturally with only the administration of medication or the performance of any medical procedure deemed necessary to provide me with comfort care or to alleviate pain, even if it may hasten my death.

2. I do _____ I do not _____ desire that nutrition and hydration (food and water) be withheld or withdrawn when the application of such procedures would serve only to prolong artificially the process of dying.

3. It is my intention that this Declaration be honored by my family and physician as the final expression of my legal right to refuse medical or surgical treatment and to accept the consequences for such refusal.

4. I have executed a Designation of Health Care Surrogate concurrently herewith. In the event that I have been determined to be unable to provide express and informed consent regarding the withholding, withdrawal, or continuation of life-prolonging procedures, I authorize my then-acting surrogate as named in that document to carry out the provisions of this Declaration:

I understand the full import of this Declaration, and I am emotionally and mentally competent to make this Declaration.

THOMAS JONES

We, the witnesses hereunder, certify that each of us is 18 years of age or older and each personally witnessed THOMAS JONES, the declarant, sign or direct the signing of this directive; that we are acquainted with the declarant and believe him to be of sound mind; that neither of us is a person who signed the above directive on behalf of the declarant; that we are not named as his surrogate or alternate surrogate by any Designation of Health Care Surrogate; that we are not related to the declarant by blood or marriage nor are we entitled to any portion of his estate according to the laws of intestate succession of this state or under any will or codicil of the declarant; that we are not directly financially responsible for his medical care; and that we are not agents of any health care facility in which he may be a patient at the time of signing this directive.

SUSAN BARRISTER 555 Park Avenue
Miami, Florida

[signature – please print name under this line] 555 Park Avenue
Miami, Florida

**BURIAL
INSTRUCTIONS**

1. At my death, I wish to be cremated buried.

2. I would like my ashes: _____

I would like my remains
interred at: _____

3. I have made burial
arrangements at: _____

4. The authority to carry out my wishes shall be in the following order of priority:

- My son STEVEN JONES
- My daughter SALLY JONES SMITH

Dated: _____
THOMAS JONES

