

DURABLE POWER OF ATTORNEY

Effective as of this _____ day of _____, I, _____, of _____, _____, resident of _____ County and domiciled in the State of Montana, hereby appoint _____, as my true and lawful attorney in fact, who is referred to herein as my Agent. My Agent shall have full power to act individually and separately.

A. **Grant of Powers.** I give my Agent the following powers except those which are deleted and initialed by me:

1. To manage my affairs, handle my investments, arrange for the investment, reinvestment and disposition of funds, exercise all rights with respect to my investments, and generally to act for me in all matters affecting me or any business or property which I may now or in the future have with the same force and effect and to all intents and purposes as though I were personally present and acting for myself.
2. To acquire, whether by purchase, lease, exchange or otherwise, and to transfer, convey and dispose of, whether by sale, lease, gift, exchange or otherwise, any kind of real or personal property, wherever situated, on such terms as may be deemed advisable.
3. To open, deposit into, withdraw from and close any commercial, checking, savings or savings and loan account in my name or opened for my benefit and to negotiate, endorse or transfer any instrument with respect to any such account.
4. To collect, withdraw and receive from any bank, corporation or other person, moneys owing to me from or on deposit with such bank, corporation or other person, and to sign checks, orders, drafts and receipts therefor.
5. To enter my safe deposit boxes and to add to or remove any of the contents.
6. To endorse, for accommodation or otherwise, and to assign or transfer any kind of negotiable or non-negotiable instrument.
7. To demand, collect, receive and receipt for any money, debts, or property of any kind, now or hereafter payable, due to deliverable to me.
8. To apply for and receive any government, insurance and retirement benefits to which I may be entitled.
9. To prosecute or defend any legal actions, claims or proceedings in my name or for my benefit, and to settle any claim by compromise, arbitration or otherwise, whether relating to property or not.
10. To continue or participate in the operation, reorganization, merger, sale or liquidation of any business or other enterprise.
11. To open or close accounts with stockbrokers (on cash or on margin); to buy, sell, endorse, transfer, pledge and borrow against any shares of stock, bonds, or other securities.

12. To vote, in person or by proxy, at all meetings of shareholders of any corporation of whose shares I am the owner, on any and all questions which may arise at any such meeting, and to do each and everything respecting such shares of stock, including the calling of meetings of directors and shareholders or making and giving consents and ratifications, and any and every other act or thing which I might or could do if personally present with reference to such shares of stock.
13. To purchase for me United States Treasury Bonds which are redeemable at par in payment of federal estate taxes, and to borrow money specifically to enable the purchase of these bonds.
14. To hold securities in bearer form or in the name of a nominee, and to hold real estate and any other property in the name of a nominee.
15. To enter into a lease or arrangement for exploration and removal of minerals or other natural resources or enter into a pooling or unitization agreement, for terms that may extend beyond the duration of this Power.
16. To enter into any kind of agreement relating to the use, development, subdivision, improvement, management, protection, preservation, partition or repair of any kind of real or personal property, tangible or intangible.
17. To collect rents, disburse funds, hire professional property managers, lease property (for terms that may extend beyond the duration of this power), and negotiate and renegotiate leases.
18. To borrow money from time to time in my name, and to give promissory notes or other obligations therefor, and to deposit as collateral, pledge as security for the payment thereof or mortgage or otherwise encumber any or all my securities or other property of whatever nature.
19. To make loans, secured or unsecured, in such amounts, upon such terms, with or without interest and to such firms, corporations and persons as shall be appropriate.
20. To employ accountants, attorneys, investment counsel, physicians, dentists and other persons to render services for and to me and to pay the reasonable fees and compensation of such persons for their services.
21. To give consent for such medical treatment to be performed on me as my Agent, based on medical advice, as has determined in good faith to be necessary and for my well-being or to withhold such consent; and to arrange for my entrance to and care at any hospital, nursing home, health center, convalescent home, retirement home, or similar institution.
22. To expend or distribute my income or principal for the support, education, care or benefit of my and my dependents.

23. To prepare, sign and file federal, state or local, income, gift or other tax returns of all kinds, claims for refund, 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, without limitation, receipts, offers, waivers, consents (including, but not limited to, consents and agreements under Internal Revenue Code Section 2032A, or any successor section thereto), powers of attorney, closing agreements; to exercise any elections I may have under any tax law; and generally, to act in my behalf in all tax matters of all kinds and for all periods before all persons representing any taxing authority, including receipt of confidential information and the posting of bonds and to represent to me in all such proceedings.
 24. To exercise any rights to elect benefit or payment options, to terminate, to change beneficiaries or ownership, to assign rights, and to borrow or receive cash value in return for the surrender of any or all rights under any of the following:
 - (a) Life insurance and annuity policies plans or benefits.
 - (b) Mutual fund or other dividend investment plans.
 - (c) Retirement, IRAs, profit sharing and employee welfare plans and benefits.
 25. To exercise any right, power or privilege reserved to me or which I might exercise under any trust.
 26. To exercise any right, I may have to renounce or disclaim any interest in property; to exercise my right to claim an elective share of the estate of my spouse, or claim a homestead or exempt property allowance.
 27. To join with my spouse or my spouse's estate in filing income or gift tax returns for any years for which I have not filed such returns and to consent to any gifts made by my spouse as being made one-half by me for gift tax purposes, even though such action subjects my estate to additional liabilities.
 28. To continue with any gifting program I may have commenced, with the right to make periodic gifts of any of my property, outright or in trust, to or for the benefit of all or a portion of the members of a class consisting of my spouse and my issue who are now or hereafter living, including transfers to my Agent, provided that the property transferred to any donee in a calendar year shall not exceed a value of \$10,000.
 29. To execute, deliver, and acknowledge any and all documents or instruments of whatever kind or character that will accomplish or facilitate the exercise of any of the foregoing powers.
- B. **Excluded Powers.** My Agent shall not exercise any incidents of ownership over any policy or policies of life insurance ensuring the life of my Agent and of which I am the owner, nor shall my Agent exercise any powers granted to the trustee pursuant to an irrevocable trust agreement of which my Agent is the grantor, and I am the trustee.

C. **Liability of Agent.** 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.

D. **Signature by Agent.** My Agent shall use the following or a substantially similar form when signing on my behalf pursuant to this Power:

By: _____
Attorney in Fact

E. **Compensation.** My Agent shall be entitled to reasonable compensation for services performed here under.

F. **Successor and Substitute Agents.** If any of my Agents shall resign, die or become unable or unwilling to continue to serve, I appoint _____ as successor Agents.

Subject to the foregoing, each Agent is authorized to appoint a successor or substitute Agent, with the same powers as though originally named by me.

G. **Nomination of Conservator and Guardian.** If it becomes necessary to appoint a conservator of my estate or guardian of my person, I nominate the following, in the order named: _____.

H. **Revocation of Prior Powers.** I revoke all prior Durable and General Powers of Attorney that I may have executed, and I retain the right to revoke this Power.

I. **Revocation of This Power.** This Power can be revoked only in the following manner:

1. By the execution of me of a subsequent Durable Power of Attorney, unless the subsequent Power contains a statement to the contrary and specifically refers to this Power by its date; or,
2. By my execution of the form of Revocation appearing at the end of this Power; or,
3. By the recordation of my express written revocation in the county of my residence or domicile, or in any county in any state in which this Power has been recorded; or,
4. By the lawful revocation by the conservator of my estate.

J. **Reliance on Power by Third Parties.** For the purpose of inducing any bank, broker, custodian, insurer, lender, transfer agent, or other party to act in accordance with the powers granted by this Power, I hereby represent, warrant and agree that I and my heirs, distributes, legal representatives, successors and assigns will hold such party or parties harmless from any loss suffered or liability incurred by such party or parties in acting in accordance with this Power prior to that party's

receipt of written notice or my death or of any revocation of this Power.

K. Durability of Power. This Power shall not be affected by my subsequent disability or incapacity, or by lapse of time, or by uncertainty as to whether I am dead or alive, and it may be accepted and relied upon by anyone to whom it is presented until such person either (1) receives written notice of revocation by me or a conservator (similar fiduciary) of my estate, or (2) has actual knowledge of my death.

L Miscellaneous. If any provision herein is determined 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. Except where the context otherwise requires, the singular includes the plural, and the plural includes the singular. All questions pertaining to validity, interpretation and administration of this Power shall be determined in accordance with the laws of the state of my domicile. This Power shall be binding on me and my heirs, distributes, legal representatives, successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound, I have signed this durable Power of Attorney.

Signature _____

STATE OF _____)
County of _____)

On this _____ day of _____, _____, before me, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

(Notary Seal) Notary Public for the State of Montana
Residing at _____, _____
My Commission expires:

REVOCATION

Effective this ____ day of _____, _____, I hereby revoke this foregoing Durable Power of Attorney, dated _____, _____, and consisting of six (6) pages inclusive of this page, in its entirety.

STATE OF _____) _____
County of _____)

On this __ day of _____, __ before me, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

(Notary Seal)

Notary Public for the State of Montana
Residing at _____, _____
My Commission expires.