House Bill 221 (AS PASSED HOUSE AND SENATE)
By: Representatives Efstration of the 104th, Willard of the 51st, England of the 116th, Cooper of the 43rd, Morris of the 156th, and others

A BILL TO BE ENTITLED
AN ACT

To amend Title 10 of the Official Code of Georgia Annotated, relating to commerce and trade, so as to enact the "Uniform Power of Attorney Act"; to repeal provisions relating to a financial power of attorney; to provide for a short title and definitions; to provide for applicability, validity, meaning, effect, and termination of a power of attorney; to provide for an agent, coagent, and successor agent, their duties, responsibilities, liability, authority, and compensation; to provide for general and specific authority that a principal may give an agent in a power of attorney; to provide for forms; to amend Title 16 of the Official Code of Georgia Annotated, relating to crimes and offenses, so as to provide for cross-references; to provide for related matters; to provide for an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

PART I

SECTION 1-1.

Title 10 of the Official Code of Georgia Annotated, relating to commerce and trade, is amended by repealing Article 7 of Chapter 6, relating to financial power of attorney, and designating it as reserved.

PART II

SECTION 2-1.

Said title is further amended by adding a new chapter to read as follows:

H. B. 221
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CHAPTER 6B
ARTICLE 1

10-6B-1.
This chapter shall be known and may be cited as the 'Uniform Power of Attorney Act.'

10-6B-2.
As used in this chapter, the term:

(1) 'Agent' means a person granted authority to act in the place of an individual, whether denominated by such term, attorney-in-fact, or otherwise. Such term shall include a coagent, successor agent, and a person to which authority is delegated.

(2) 'Durable' means not terminated by the principal's incapacity.

(3) 'Electronic' means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

(4) 'Good faith' means honesty in fact.

(5) 'Incapacity' means inability of an individual to manage property or business affairs because the individual:

(A) Has an impairment in the ability to receive and evaluate information or make or communicate decisions even with the use of technological assistance; or

(B) Is:

(i) Missing;

(ii) Detained, including incarcerated in a penal system; or

(iii) Outside the United States and unable to return.

(6) 'Person' means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, public corporation, government or governmental subdivision, agency, or instrumentality, or any other legal or commercial entity.

(7) 'Power of attorney' means a writing or other record that grants authority to a person to act in the place of an individual, whether or not such term is used.

(8) 'Presently exercisable general power of appointment,' with respect to property or a property interest subject to a power of appointment, means power exercisable at the time in question to vest absolute ownership in the principal individually, the principal's estate, the principal's creditors, or the creditors of the principal's estate. Such term shall include a power of appointment not exercisable until the occurrence of a specified event, the satisfaction of an ascertainable standard, or the passage of a specified period only after the occurrence of the specified event, the satisfaction of the ascertainable standard, or the
passage of the specified period. Such term shall not include a power exercisable in a fiduciary capacity or only by will.

(9) 'Principal' means an individual who grants authority to a person to act in the place of such individual.

(10) 'Property' means anything that may be the subject of ownership, whether real or personal, or legal or equitable, or any interest or right therein.

(11) 'Record' means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

(12) 'Sign' means, with present intent to authenticate or adopt a record, to execute or adopt a tangible symbol.

(13) 'State' means a state of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States.

(14) 'Stocks and bonds' means stocks, bonds, mutual funds, and all other types of securities and financial instruments, whether held directly, indirectly, or in any other manner. Such term shall not include commodity futures contracts and call or put options on stocks or stock indexes.

10-6B-3.

(a) This chapter shall apply to all powers of attorney except:

1. A power to the extent it is coupled with an interest in the subject of the power, including a power given to or for the benefit of a creditor in connection with a credit transaction;

2. A power to make health care decisions;

3. A proxy or other delegation to exercise voting rights or management rights with respect to an entity;

4. A power created on a form prescribed by a government or governmental subdivision, agency, or instrumentality for a governmental purpose;

5. Transaction specific powers of attorney, including, but not limited to, powers of attorney under Chapter 6 of this title; and

6. Powers of attorney provided for under Titles 19 and 33.

(b) A power of attorney shall not authorize an agent to create a will.

10-6B-4.

A power of attorney created under this chapter shall be durable unless it expressly provides that it is terminated by the incapacity of the principal.
(a) A power of attorney shall be:
   (1) Signed by the principal or by another individual in such principal's presence at the
       principal's express direction;
   (2) Attested in the presence of the principal by one or more competent witnesses; and
   (3) Attested in the presence of the principal before a notary public or other individual
       authorized by law to administer oaths who is not a witness for purposes of paragraph (2)
       of this Code section.

(b) All signatures and attestations required by subsection (a) of this Code section shall be
    performed and conducted in the presence of all parties provided for in subsection (a) of this
    Code section.

(a) A power of attorney executed in this state on or after July 1, 2017, shall be valid if its
    execution complies with Code Section 10-6B-5.

(b) This chapter shall not affect a power of attorney executed prior to July 1, 2017, to
    which the former provisions of Article 7 of Chapter 6 of this title, as such existed on June
    30, 2017, shall continue to apply.

(c) A power of attorney executed other than in this state shall be valid in this state if, when
    the power of attorney was executed, the execution complied with:
    (1) The law of the jurisdiction that determines the meaning and effect of the power of
        attorney pursuant to Code Section 10-6B-7; or
    (2) The requirements for a military power of attorney pursuant to 10 U.S.C. Section
        1044b, in effect on February 1, 2017.

(d) Except as otherwise provided by law other than this chapter, a photocopy or
    electronically transmitted copy of an original power of attorney shall have the same effect
    as the original; provided, however, that when recording a power of attorney in connection
    with a conveyance involving real property, an original power of attorney shall be used.

The meaning and effect of a power of attorney shall be determined by the law of the
jurisdiction indicated in the power of attorney and, in the absence of an indication of
jurisdiction, by the law of the jurisdiction in which the power of attorney was executed.

(a) In a power of attorney, a principal may nominate a conservator of the principal's estate
    for consideration by the court if protective proceedings for the principal's estate are begun
after the principal executes the power of attorney. Except for good cause shown or
disqualification, the court shall make its appointment in accordance with the principal's
most recent nomination.

(b) Unless expressly provided otherwise by the power of attorney or ordered otherwise by
the court appointing the conservator, if, after a principal executes a power of attorney, a
court appoints a conservator of the principal's estate or other fiduciary charged with the
management of some or all of the principal's property, then the appointment of a
conservator or other fiduciary shall terminate all or part of the power of attorney that relates
to the matters within the scope of the conservatorship or management by another fiduciary.

(c) If such power of attorney does not wholly terminate, the agent shall be accountable to the
conservator or other fiduciary as well as to the principal.

(c) If the court orders the power of attorney shall not terminate, the court may impose upon
the power of attorney or agent such terms and conditions as it determines are in the best
interest of the principal.

10-6B-9.

(a) A power of attorney shall be effective when executed unless the principal provides in
the power of attorney that it becomes effective at a future date or upon the occurrence of
a future event or contingency.

(b) If a power of attorney becomes effective upon the occurrence of a future event or
contingency, the principal, in the power of attorney, may authorize one or more persons to
determine in a writing or other record that the event or contingency has occurred.

(c) If a power of attorney becomes effective upon the principal's incapacity and the
principal has not authorized a person to determine whether the principal is incapacitated,
or the person authorized is unable or unwilling to make the determination, the power of
attorney shall become effective upon a certification in a writing or other record by:

(1) A physician or licensed psychologist determining that the principal has an
impairment in the ability to receive and evaluate information or make or communicate
decisions even with the use of technological assistance; or

(2) An attorney at law, a judge, or an appropriate governmental official determining that
the principal is missing, detained, including incarcerated in a penal system, or is outside
the United States and unable to return.

(d) A person authorized by the principal in the power of attorney to determine that the
principal is incapacitated may act as the principal's personal representative pursuant to the
Health Insurance Portability and Accountability Act, Sections 1171 through 1179 of the
Social Security Act, 42 U.S.C. Section 1320d, in effect on February 1, 2017, and applicable
regulations in effect on February 1, 2017, to obtain access to the principal's health care
information and communicate with the principal's health care provider.

10-6B-10.
(a) A power of attorney shall terminate when:
(1) The principal dies;
(2) The principal becomes incapacitated, if the power of attorney specifically provides
that it is not durable;
(3) The principal revokes the power of attorney, provided that the principal provides the
agent with notice of such revocation by certified mail and provided that such notice is
filed with the clerk of superior court in the county of domicile of the principal;
(4) The agent resigns, becomes incapacitated, or dies;
(5) The power of attorney provides that it terminates;
(6) The purpose of the power of attorney is accomplished; or
(7) One of the events specified in paragraph (3) or (4) of this subsection occurs and the
power of attorney does not provide for another agent to act under the power of attorney.
(b) An agent's authority shall terminate when:
(1) The agent resigns, becomes incapacitated, or dies;
(2) The principal revokes the agent's authority, provided that the principal provides the
agent with notice of such revocation by certified mail and provided that such notice is
filed with the clerk of superior court in the county of domicile of the principal;
(3) An action is filed for the dissolution or annulment of the agent's marriage to the
principal or their legal separation, unless the power of attorney otherwise provides; or
(4) The power of attorney terminates.
(c) Unless the power of attorney otherwise provides, an agent's authority is exercisable
until the authority terminates under subsection (b) of this Code section, notwithstanding
a lapse of time since the execution of the power of attorney.
(d) Termination of an agent's authority or of a power of attorney shall not be effective as
to the agent or another person that, without actual knowledge of the termination, acts in
good faith under the power of attorney. An act so performed, unless otherwise invalid or
unenforceable, shall bind the principal and the principal's successors in interest.
(e) Incapacity of the principal of a power of attorney that is not durable shall not revoke
or terminate the power of attorney as to an agent or other person that, without actual
knowledge of the incapacity, acts in good faith under the power of attorney. An act so
performed, unless otherwise invalid or unenforceable, shall bind the principal and the
principal's successors in interest.
(f) The execution of a power of attorney shall not revoke a power of attorney previously executed by the principal unless the subsequent power of attorney provides that the previous power of attorney shall be revoked or that all other powers of attorney are revoked.

10-6B-11.
(a) A principal may designate two or more persons to act as coagents. Unless the power of attorney otherwise provides, coagents shall exercise their authority independently.

(b)(1) A principal may designate one or more successor agents to act if an agent resigns, dies, becomes incapacitated, is no longer qualified to serve, has declined to serve, or dies. A principal may grant authority to designate one or more successor agents to an agent or other person designated by name, office, or function. Unless the power of attorney otherwise provides, a successor agent shall:
(A) Have the same authority as that granted to the original agent; and
(B) Not act until all predecessor agents have resigned, become incapacitated, are no longer qualified to serve, have declined to serve, or died.
(2) Once a predecessor agent resigns, becomes incapacitated, is no longer qualified to serve, or has declined to serve, he or she shall be permanently barred from serving as an agent under the then existing power of attorney.

(c) Except as otherwise provided in the power of attorney and subsection (d) of this Code section, an agent that does not participate in or conceal a breach of fiduciary duty committed by another agent, including a predecessor agent, shall not be liable for the actions of the other agent.

(d) An agent that has actual knowledge of a breach or imminent breach of fiduciary duty by another agent shall notify the principal and, if the principal is incapacitated, take any action reasonably appropriate in the circumstances to safeguard the principal's best interest. An agent that fails to notify the principal or take action as required by this subsection shall be liable for the reasonably foreseeable damages that could have been avoided if the agent had notified the principal or taken such action.

10-6B-12.
Unless the power of attorney otherwise provides, an agent shall not be entitled to compensation for services rendered. An agent shall be entitled to reasonable reimbursement of expenses incurred in performing the acts required by the principal under the power of attorney.
Except as otherwise provided in the power of attorney, a person accepts appointment as an agent under a power of attorney by exercising authority or performing duties as an agent or by any other assertion or conduct indicating acceptance.

Notwithstanding provisions in the power of attorney, an agent that has accepted appointment shall act:

1. In accordance with the principal's reasonable expectations to the extent actually known by the agent and, otherwise, in the principal's best interest;
2. In good faith; and
3. Only within the scope of authority granted in the power of attorney.

Except as otherwise provided in the power of attorney, an agent that has accepted appointment shall:

1. Act loyally for the principal's benefit;
2. Act so as not to create a conflict of interest that impairs the agent's ability to act impartially in the principal's best interest;
3. Act with the care, competence, and diligence ordinarily exercised by agents in similar circumstances;
4. Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
5. Cooperate with a person that has authority to make health care decisions for the principal to carry out the principal's reasonable expectations to the extent actually known by the agent and, otherwise, act in the principal's best interest; and
6. Attempt to preserve the principal's estate plan, to the extent actually known by the agent, if preserving such plan is consistent with the principal's best interest based on all relevant factors, including:
   A. The value and nature of the principal's property;
   B. The principal's foreseeable obligations and need for maintenance;
   C. Minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes; and
   D. Eligibility for a benefit, a program, or assistance under a law or regulation.

An agent that acts in good faith shall not be liable to any beneficiary of the principal's estate plan for failure to preserve such plan.

An agent that acts with care, competence, and diligence for the best interest of the principal shall not be liable solely because the agent also benefits from the act or has an individual or conflicting interest in relation to the property or affairs of the principal.
(e) If an agent is selected by the principal because of special skills or expertise possessed by the agent or in reliance on the agent's representation that the agent has special skills or expertise, the special skills or expertise shall be considered in determining whether the agent has acted with care, competence, and diligence under the circumstances.

(f) Absent a breach of duty to the principal, an agent shall not be liable if the value of the principal's property declines.

(g) An agent that exercises authority to delegate to another person the authority granted by the principal or that engages another person on behalf of the principal shall not be liable for an act, error of judgment, or default of that person if the agent exercises care, competence, and diligence in selecting and monitoring the person.

(h) Except as otherwise provided in the power of attorney, an agent shall not be required to disclose receipts, disbursements, or transactions conducted on behalf of the principal unless ordered by a court or requested by the principal, a guardian, a conservator, another fiduciary acting for the principal, a governmental agency having authority to protect the welfare of the principal, or, upon the death of the principal, by the personal representative or successor in interest of the principal's estate. If so requested, within 30 days the agent shall comply with the request or provide a writing or other record substantiating why additional time is needed and shall comply with the request within an additional 30 days.

10-6B-15.

A provision in a power of attorney relieving an agent of liability for breach of duty shall be binding on the principal and the principal's successors in interest except to the extent the provision:

(1) Relieves the agent of liability for breach of duty committed in bad faith, or with reckless indifference to the purposes of the power of attorney or the best interest of the principal; or

(2) Was inserted as a result of an abuse of a confidential or fiduciary relationship with the principal.

10-6B-16.

(a) The following persons may petition a court to construe a power of attorney or review the agent's conduct, and grant appropriate relief:

(1) The principal or the agent;

(2) A guardian, conservator, or other fiduciary acting for the principal;

(3) A person authorized to make health care decisions for the principal;

(4) The principal's spouse, parent, or descendant;

(5) An individual who would qualify as a presumptive heir of the principal;
(6) A person named as a beneficiary to receive any property, benefit, or contractual right on the principal's death or as a beneficiary of a trust created by or for the principal that has a financial interest in the principal's estate;

(7) A governmental agency having authority to protect the welfare of the principal;

(8) The principal's caregiver or another person that demonstrates sufficient interest in the principal's welfare; and

(9) A person asked to accept the power of attorney.

(b) Upon motion by the principal, the court shall dismiss a petition filed under this Code section, unless the court finds that the principal lacks capacity to revoke the agent's authority or the power of attorney.

10-6B-17.

An agent that violates this chapter shall be liable to the principal or the principal's successors in interest for the amount required to:

(1) Restore the value of the principal's property to what it would have been had the violation not occurred; and

(2) Reimburse the principal or the principal's successors in interest for the attorney's fees and costs paid on the agent's behalf.

10-6B-18.

Unless the power of attorney provides a different method for an agent's resignation, an agent may resign by giving notice to the principal and, if the principal is incapacitated:

(1) To the conservator or guardian, if one has been appointed for the principal, and a coagent or successor agent; or

(2) If there is no person described in paragraph (1) of this Code section, to:

(A) The principal's caregiver; or

(B) Another person reasonably believed by the agent to have sufficient interest in the principal's welfare.

10-6B-19.

(a) A person that in good faith accepts a power of attorney without actual knowledge that the signature is not genuine may rely upon the presumption under Code Section 10-6B-5 that the signature is genuine.

(b) A person that in good faith accepts a power of attorney without actual knowledge that the power of attorney is void, invalid, or terminated, that the purported agent's authority is void, invalid, or terminated, or that the agent is exceeding or improperly exercising the agent's authority may rely upon the power of attorney as if the power of attorney were
genuine, valid, and still in effect, the agent's authority were genuine, valid, and still in
effect, and the agent had not exceeded and had properly exercised the authority.

(c) A person that is asked to accept a power of attorney may request, and rely upon,
without further investigation:

(1) An agent's certification under penalty of perjury of any factual matter concerning the
principal, agent, or power of attorney;
(2) A coagent's certification under penalty of perjury of any factual matter concerning
the principal, agent, or power of attorney;
(3) An English translation of the power of attorney if the power of attorney contains, in
whole or in part, language other than English; and
(4) An opinion of an attorney as to any matter of law concerning the power of attorney
if the person making the request provides in a writing or other record the reason for the
request.

(d) An English translation or an opinion of an attorney requested under this Code section
shall be provided at the principal's expense unless the request is made more than seven
business days after the power of attorney is presented for acceptance.

(e) For purposes of this Code section, a person that conducts activities through employees
shall be without actual knowledge of a fact relating to a power of attorney, a principal, or
an agent if the employee conducting the transaction involving the power of attorney is
without actual knowledge of the fact.

10-6B-20.

(a) As used in this Code section, the term 'statutory form power of attorney' means using:

(1) The form set forth in Code Section 10-6B-70;
(2) A military power of attorney pursuant to 10 U.S.C. Section 1044b, in effect on
February 1, 2017; or
(3) A document that substantially reflects the language in the form set forth in Code
Section 10-6B-70, so long as it is witnessed as required by Code Section 10-6B-5.

(b) Except as otherwise provided in subsection (c) of this Code section:

(1) A person shall either accept a statutory form power of attorney or request a
certification, a translation, or an opinion of an attorney under subsection (c) of Code
Section 10-6B-19 no later than seven business days after presentation of the power of
attorney for acceptance;
(2) If a person requests a certification, a translation, or an opinion of an attorney under
subsection (c) of Code Section 10-6B-19, the person shall accept the power of attorney
no later than five business days after receipt of the certification, translation, or opinion
of an attorney; and
(3) A person shall not require an additional or different form of power of attorney for authority granted in the power of attorney presented.

(c) A person shall not be required to accept a statutory form power of attorney if:

(1) The person is not otherwise required to engage in a transaction with the principal in the same circumstances;

(2) Engaging in a transaction with the agent or the principal in the same circumstances would be inconsistent with federal law;

(3) The person has actual knowledge of the termination of the agent's authority or of the power of attorney before exercise of the power;

(4) A request for a certification, a translation, or an opinion of an attorney under subsection (c) of Code Section 10-6B-19 is refused;

(5) The person in good faith believes that the power is not valid or that the agent does not have the authority to perform the act requested, whether or not a certification, a translation, or an opinion of an attorney under subsection (c) of Code Section 10-6B-19 has been requested or provided; or

(6) The person makes, or has actual knowledge that another person has made, a report to protective services as such term is defined in Code Section 30-5-1 stating a good faith belief that the principal may be subject to physical or financial abuse, neglect, exploitation, or abandonment by the agent or a person acting for or with the agent.

(d) A person that refuses to accept a power of attorney in violation of this Code section shall be subject to:

(1) A court order mandating acceptance of the power of attorney; and

(2) Liability for reasonable attorney's fees and expenses of litigation incurred in any action or proceeding that confirms the validity of the power of attorney or mandates acceptance of the power of attorney.

(e) For purposes of this Code section, a person that conducts activities through employees shall be without actual knowledge of a fact relating to a power of attorney, a principal, or an agent if the employee conducting the transaction involving the power of attorney is without actual knowledge of the fact.

10-6B-21.

Unless displaced by a provision of this chapter, the principles of law and equity supplement this chapter.

10-6B-22.

(a) This chapter shall not supersede any other law applicable to financial institutions or other entities, and the other law controls if inconsistent with this chapter.
(b) This chapter shall not supersede the Bank Secrecy Act of 1970, 31 U.S.C. Section 5311, in effect on February 1, 2017, and the corresponding regulations thereto, in effect on February 1, 2017.

10-6B-23.

The remedies under this chapter shall not be exclusive and shall not abrogate any right or remedy under the laws of this state other than this chapter.

ARTICLE 2

10-6B-40.

(a) An agent under a power of attorney may do the following on behalf of the principal or with the principal's property only if the power of attorney expressly grants the agent the authority and exercise of the authority is not otherwise prohibited by another agreement or instrument to which the authority or property is subject:

1. Create, amend, revoke, or terminate an inter vivos trust;
2. Make a gift;
3. Create or change rights of survivorship;
4. Create or change a beneficiary designation;
5. Delegate authority granted under the power of attorney;
6. Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan;
7. Exercise fiduciary powers that the principal has authority to delegate;
8. Exercise authority over the content of electronic communications, as defined in 18 U.S.C. Section 2510(12), in effect on February 1, 2017, sent or received by the principal;

or

9. Disclaim property, including a power of appointment.

(b) Notwithstanding a grant of authority to do an act described in subsection (a) of this Code section, unless the power of attorney otherwise provides, an agent that is not an ancestor, spouse, or descendant of the principal, shall not exercise authority under a power of attorney to create in the agent, or in an individual to whom the agent owes a legal obligation of support, an interest in the principal's property, whether by gift, right of survivorship, beneficiary designation, disclaimer, or otherwise.

(c) Subject to subsections (a), (b), (d), and (e) of this Code section, if a power of attorney grants to an agent authority to do all acts that a principal could do, the agent has the general authority described in Code Sections 10-6B-43 through 10-6B-55.
(d) Unless the power of attorney otherwise provides, a grant of authority to make a gift shall be subject to Code Section 10-6B-56.

(e) Subject to subsections (a), (b), and (d) of this Code section, if the subjects over which authority is granted in a power of attorney are similar or overlap, the broadest authority shall control.

(f) Authority granted in a power of attorney is exercisable with respect to property that the principal has when the power of attorney is executed or acquires later, whether or not the property is located in this state and whether or not the authority is exercised or the power of attorney is executed in this state.

(g) An act performed by an agent pursuant to a power of attorney shall have the same effect and inures to the benefit of and binds the principal and the principal's successors in interest as if the principal had performed the act.

10-6B-41.

(a) An agent shall have authority described in this article if the power of attorney refers to general authority with respect to the descriptive term for the subjects stated in Code Sections 10-6B-43 through 10-6B-56 or cites the Code section in which the authority is described.

(b) A reference in a power of attorney to general authority with respect to the descriptive term for a subject stated in Code Sections 10-6B-43 through 10-6B-56 or a citation to a specific Code section in Code Sections 10-6B-43 through 10-6B-56 shall incorporate the entire Code section as if it were set out in full in the power of attorney.

(c) A principal may modify authority incorporated by reference.

10-6B-42.

Except as otherwise provided in the power of attorney, by executing a power of attorney that incorporates by reference a subject described in Code Sections 10-6B-43 through 10-6B-56 or that grants to an agent authority to do all acts that a principal could do pursuant to subsection (c) of Code Section 10-6B-40, a principal shall authorize the agent, with respect to that subject, to:

1. Demand, receive, and obtain by litigation or otherwise, money or any other thing of value to which the principal is, may become, or claims to be entitled, and conserve, invest, disburse, or use anything so received or obtained for the purposes intended;

2. Contract in any manner with any person, on terms agreeable to the agent, to accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate, release, or modify the contract or another contract made by or on behalf of the principal;
(3) Execute, acknowledge, seal, deliver, file, or record any instrument or communication the agent considers desirable to accomplish a purpose of a transaction, including creating at any time a schedule listing some or all of the principal's property and attaching it to the power of attorney;

(4) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to a claim existing in favor of or against the principal or intervene in litigation relating to the claim;

(5) Seek on the principal's behalf the assistance of a court or other governmental agency to carry out an act authorized in the power of attorney;

(6) Engage, compensate, and discharge an attorney, accountant, discretionary investment manager, expert witness, or other advisor;

(7) Prepare, execute, and file a record, report, or other document to safeguard or promote the principal's interest under a law or regulation;

(8) Communicate with any representative or employee of a government or governmental subdivision, agency, or instrumentality, on behalf of the principal;

(9) Except as otherwise provided under federal privacy laws, access communications intended for, and communicate on behalf of the principal, whether by mail, electronic transmission, telephone, or other means; and

(10) Do any lawful act with respect to the subject and all property related to the subject.

10-6B-43.

Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to real property shall authorize the agent to:

(1) Demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property;

(2) Sell; exchange; convey with or without covenants, representations, or warranties; quietclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property;

(3) Pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;
(4) Release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of
trust, conditional sale contract, encumbrance, lien, or other claim to real property which
exists or is asserted;

(5) Manage or conserve an interest in real property or a right incident to real property
owned or claimed to be owned by the principal, including:

(A) Insuring against liability or casualty or other loss;

(B) Obtaining or regaining possession of or protecting the interest or right by litigation
or otherwise;

(C) Paving, assessing, compromising, or contesting taxes or assessments or applying
for and receiving refunds in connection with such taxes or assessments; and

(D) Purchasing supplies, hiring assistance or labor, and making repairs or alterations
to the real property;

(6) Use, develop, alter, replace, remove, erect, or install structures or other improvements
upon real property in or incident to which the principal has, or claims to have, an interest
or right;

(7) Participate in a reorganization with respect to real property or an entity that owns an
interest in or right incident to real property and receive, and hold, and act with respect to
stocks and bonds or other property received in a plan of reorganization, including:

(A) Selling or otherwise disposing of them;

(B) Exercising or selling an option, right of conversion, or similar right with respect
to them; and

(C) Exercising any voting rights in person or by proxy;

(8) Change the form of title of an interest in or right incident to real property; and

(9) Dedicate to public use, with or without consideration, easements or other real
property in which the principal has, or claims to have, an interest.

10-6B-44.

Unless the power of attorney otherwise provides, language in a power of attorney granting
general authority with respect to tangible personal property shall authorize the agent to:

(1) Demand, buy, receive, accept as a gift or as security for an extension of credit, or
otherwise acquire or reject ownership or possession of tangible personal property or an
interest in tangible personal property;

(2) Sell; exchange; convey with or without covenants, representations, or warranties;
quity of title; release; surrender; create a security interest in; grant options concerning; lease;
sublease; or otherwise dispose of tangible personal property or an interest in tangible
personal property:
(3) Grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;

(4) Release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the principal, with respect to tangible personal property or an interest in tangible personal property;

(5) Manage or conserve tangible personal property or an interest in tangible personal property on behalf of the principal, including:
   (A) Insuring against liability or casualty or other loss;
   (B) Obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise;
   (C) Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with such taxes or assessments;
   (D) Moving the property from place to place;
   (E) Storing the property for hire or on a gratuitous bailment; and
   (F) Using and making repairs, alterations, or improvements to the property; and

(6) Change the form of title of an interest in tangible personal property.

10-6B-46.
Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to commodities and options shall authorize the agent to:

(1) Buy, sell, exchange commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange; and

(2) Establish, continue, modify, and terminate option accounts.
Unless the power of attorney otherwise provides, language in a power of attorney granting
general authority with respect to banks and other financial institutions shall authorize the
agent to:

(1) Continue, modify, and terminate an account or other banking arrangement made by
or on behalf of the principal;

(2) Establish, modify, and terminate an account or other banking arrangement with a
bank, trust company, savings and loan association, credit union, thrift company,
brokerage firm, or other financial institution selected by the agent;

(3) Contract for services available from a financial institution, including renting a safe
deposit box or space in a vault;

(4) Withdraw, by check, order, electronic funds transfer, or otherwise, money or property
of the principal deposited with or left in the custody of a financial institution;

(5) Receive statements of account, vouchers, notices, and similar documents from a
financial institution and act with respect to them;

(6) Enter a safe deposit box or vault and withdraw or add to the contents;

(7) Borrow money and pledge as security personal property of the principal necessary
to borrow money or pay, renew, or extend the time of payment of a debt of the principal
or a debt guaranteed by the principal;

(8) Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes,
checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to
the principal or the principal's order, transfer money, receive the cash or other proceeds
of those transactions, and accept a draft drawn by a person upon the principal and pay it
when due;

(9) Receive for the principal and act upon a sight draft, warehouse receipt, or other
document of title whether tangible or electronic, or other negotiable or nonnegotiable
instrument;

(10) Apply for, receive, and use letters of credit, credit and debit cards, electronic
transaction authorizations, and traveler's checks from a financial institution and give an
indemnity or other agreement in connection with letters of credit; and

(11) Consent to an extension of the time of payment with respect to commercial paper
or a financial transaction with a financial institution.

Subject to the terms of a document or an agreement governing an entity or an entity
ownership interest, and unless the power of attorney otherwise provides, language in a
power of attorney granting general authority with respect to operation of an entity or business shall authorize the agent to:

1. Operate, buy, sell, enlarge, reduce, or terminate an ownership interest;

2. Perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that the principal has, may have, or claims to have;

3. Enforce the terms of an ownership agreement;

4. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party because of an ownership interest;

5. Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of stocks and bonds;

6. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party concerning stocks and bonds;

7. With respect to an entity or business owned solely by the principal:
   (A) Continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the principal with respect to the entity or business before execution of the power of attorney;
   (B) Determine:
      (i) The location of its operation;
      (ii) The nature and extent of its business;
      (iii) The methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation;
      (iv) The amount and types of insurance carried; and
      (v) The mode of engaging, compensating, and dealing with its employees and accountants, attorneys, or other advisors;
   (C) Change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and
   (D) Demand and receive money due or claimed by the principal or on the principal's behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business;

8. Put additional capital into an entity or business in which the principal has an interest;

9. Join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business;

10. Sell or liquidate all or part of an entity or business;
(11) Establish the value of an entity or business under a buy-out agreement to which the principal is a party;

(12) Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments; and

(13) Pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect the principal from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

10-6B-49.

Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to insurance and annuities shall authorize the agent to:

(1) Continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the principal which insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract;

(2) Procure new, different, and additional contracts of insurance and annuities for the principal and the principal's spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment;

(3) Pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the agent;

(4) Apply for and receive a loan secured by a contract of insurance or annuity;

(5) Surrender and receive the cash surrender value on a contract of insurance or annuity;

(6) Exercise an election;

(7) Exercise investment powers available under a contract of insurance or annuity;

(8) Change the manner of paying premiums on a contract of insurance or annuity;

(9) Change or convert the type of insurance or annuity with respect to which the principal has or claims to have authority described in this Code section;

(10) Apply for and procure a benefit or assistance under a law or regulation to guarantee or pay premiums of a contract of insurance on the life of the principal;

(11) Collect, sell, assign, hypothecate, borrow against, or pledge the interest of the principal in a contract of insurance or annuity;

(12) Select the form and timing of the payment of proceeds from a contract of insurance or annuity; and

(13) Pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a
contract of insurance or annuity or its proceeds or liability accruing by reason of such tax or assessment.

10-6B-50.

(a) As used in this Code section, the term 'estate, trust, or other beneficial interest' means a trust, probate estate, guardianship, conservatorship, escrow, or custodianship or a fund from which the principal is, may become, or claims to be, entitled to a share or payment.

(b) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to estates, trusts, and other beneficial interests shall authorize the agent to:

1. Accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from an estate, trust, or other beneficial interest;
2. Demand or obtain money or any other thing of value to which the principal is, may become, or claims to be, entitled by reason of an estate, trust, or other beneficial interest, by litigation or otherwise;
3. Exercise for the benefit of the principal a presently exercisable general power of appointment held by the principal;
4. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal;
5. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary;
6. Conserve, invest, disburse, or use anything received for an authorized purpose;
7. Transfer an interest of the principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the principal as settlor; and
8. Reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from an estate, trust, or other beneficial interest.

10-6B-51.

Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to claims and litigation shall authorize the agent to:

1. Assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or any other thing of value, recover damages sustained by the principal,
eliminate or modify tax liability, or seek an injunction, specific performance, or other relief;

(2) Bring an action to determine adverse claims or intervene or otherwise participate in litigation;

(3) Seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree;

(4) Make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the principal in litigation;

(5) Submit to alternative dispute resolution, settle, and propose or accept a compromise;

(6) Waive the issuance and service of process upon the principal, accept service of process, appear for the principal, designate persons upon which process directed to the principal may be served, execute and file or deliver stipulations on the principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation;

(7) Act for the principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the principal in property or any other thing of value;

(8) Pay a judgment, award, or order against the principal or a settlement made in connection with a claim or litigation; and

(9) Receive money or any other thing of value paid in settlement of or as proceeds of a claim or litigation.

10-6B-52.

(a) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to personal and family maintenance shall authorize the agent to:

(1) Perform the acts necessary to maintain the customary standard of living of the principal, the principal's spouse, and the following individuals, whether living when the power of attorney is executed or later born:

(A) The principal's minor children;
(B) The principal's adult children who are pursuing a postsecondary school education
and are under 25 years of age;
(C) The principal's parents or the parents of the principal's spouse, if the principal had
established a pattern of such payments; and
(D) Any other individuals legally entitled to be supported by the principal;
(2) Make periodic payments of child support and other family maintenance required by
a court or governmental agency or an agreement to which the principal is a party;
(3) Provide living quarters for the individuals described in paragraph (1) of this
subsection by:
(A) Purchase, lease, or other contract; or
(B) Paying the operating costs, including interest, amortization payments, repairs,
   improvements, and taxes, for premises owned by the principal or occupied by those
   individuals;
(4) Provide normal domestic help, usual vacations and travel expenses, and funds for
   shelter, clothing, food, appropriate education, including postsecondary and vocational
   education, and other current living costs for individuals described in paragraph (1) of this
   subsection to enable such individuals to maintain their customary standard of living;
(5) Pay expenses for necessary health care and custodial care on behalf of the individuals
   described in paragraph (1) of this subsection;
(6) Act as the principal's personal representative pursuant to the Health Insurance
   Portability and Accountability Act, Sections 1171 through 1179 of the Social Security
   Act, 42 U.S.C. Section 1320d, in effect on February 1, 2017, and applicable regulations
   in effect on February 1, 2017, in making decisions related to the past, present, or future
   payment for the provision of health care consented to by the principal or anyone
   authorized under the laws of this state to consent to health care on behalf of the principal;
(7) Continue any provision made by the principal for automobiles or other means of
   transportation, including registering, licensing, insuring, and replacing them, for the
   individuals described in paragraph (1) of this subsection;
(8) Maintain credit and debit accounts for the convenience of the individuals described
   in paragraph (1) of this subsection and open new accounts; and
(9) Continue payments incidental to the membership or affiliation of the principal in a
   religious institution, club, society, order, or other organization or to continue
   contributions to those organizations.
(b) Authority with respect to personal and family maintenance shall be neither dependent
upon, nor limited by, authority that an agent may or may not have with respect to gifts
under this chapter.
(a) As used in this Code section, the term 'benefits from governmental programs or civil or military service' means any benefit, program, or assistance provided under a law or regulation, including Social Security, medicare, and Medicaid.

(b) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to benefits from governmental programs or civil or military service shall authorize the agent to:

(1) Execute vouchers in the name of the principal for allowances and reimbursements payable by the United States or a foreign government or by a state or political subdivision of a state to the principal, including allowances and reimbursements for transportation of the individuals described in paragraph (1) of subsection (a) of Code Section 10-6B-52, and for shipment of their household effects;

(2) Take possession and order the removal and shipment of property of the principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for such purpose;

(3) Enroll in, apply for, select, reject, change, amend, or discontinue, on the principal's behalf, a benefit or program;

(4) Prepare, file, and maintain a claim of the principal for a benefit or assistance, financial or otherwise, to which such principal may be entitled under a law or regulation;

(5) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance the principal may be entitled to receive under a law or regulation; and

(6) Receive the financial proceeds of a claim described in paragraph (4) of this subsection and conserve, invest, disburse, or use for a lawful purpose anything so received.

(a) As used in this Code section, the term 'retirement plan' means a plan or account created by an employer, the principal, or another individual to provide retirement benefits or deferred compensation of which such principal is a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code:

(1) An individual retirement account under Internal Revenue Code Section 408, 26 U.S.C. Section 408, in effect on February 1, 2017;

(2) A Roth individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. Section 408A, in effect on February 1, 2017;
(3) A deemed individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. Section 408(q), in effect on February 1, 2017;

(4) An annuity or mutual fund custodial account under Internal Revenue Code Section 403(b), 26 U.S.C. Section 403(b), in effect on February 1, 2017;

(5) A pension, profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. Section 401(a), in effect on February 1, 2017;

(6) A plan under Internal Revenue Code Section 457(b), 26 U.S.C. Section 457(b), in effect on February 1, 2017; and


(b) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to retirement plans shall authorize the agent to:

(1) Select the form and timing of payments under a retirement plan and withdraw benefits from a plan;

(2) Make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another;

(3) Establish a retirement plan in the principal's name;

(4) Make contributions to a retirement plan;

(5) Exercise investment powers available under a retirement plan; and

(6) Borrow from, sell assets to, or purchase assets from a retirement plan.

10-6B-55.

Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to taxes shall authorize the agent to:

(1) Prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Internal Revenue Code Section 2032A, 26 U.S.C. Section 2032A, in effect on February 1, 2017, closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years;

(2) Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority;

(3) Exercise any election available to the principal under federal, state, local, or foreign tax law; and
(4) Act for the principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

10-6B-56.

(a) As used in this Code section, the term a gift 'for the benefit of' a person includes a gift to a trust, an account under the Uniform Transfers to Minors Act, and a tuition savings account or prepaid tuition plan as defined under Internal Revenue Code Section 529, 26 U.S.C. Section 529, in effect on February 1, 2017.

(b) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to gifts shall authorize the agent only to:

(1) Make outright to, or for the benefit of, a person, a gift of any of the principal's property, including by the exercise of a presently exercisable general power of appointment held by the principal, in an amount per donee not to exceed the annual dollar limits of the federal gift tax exclusion under Internal Revenue Code Section 2503(b), 26 U.S.C. Section 2503(b), in effect on February 1, 2017, without regard to whether the federal gift tax exclusion applies to the gift, or if the principal's spouse agrees to consent to a split gift pursuant to Internal Revenue Code Section 2513, 26 U.S.C. Section 2513, in effect on February 1, 2017, in an amount per donee not to exceed twice the annual federal gift tax exclusion limit; and

(2) Consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. Section 2513, in effect on February 1, 2017, to the splitting of a gift made by the principal's spouse in an amount per donee not to exceed the aggregate annual gift tax exclusions for both spouses.

(c) An agent may make a gift of the principal's property only as the agent determines is consistent with the principal's objectives if actually known by the agent and, if unknown, as the agent determines is consistent with the principal's best interest based on all relevant factors, including:

(1) The value and nature of the principal's property;

(2) The principal's foreseeable obligations and need for maintenance;

(3) Minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes;

(4) Eligibility for a benefit, a program, or assistance under a law or regulation; and

(5) The principal's personal history of making or joining in making gifts.
ARTICLE 3

10-6B-70.
A document substantially in the following form may be used to create a statutory form
power of attorney that has the meaning and effect prescribed by this chapter.

'State of Georgia
County of

STATUTORY FORM POWER OF ATTORNEY

IMPORTANT INFORMATION

This power of attorney authorizes another person (your agent) to make decisions
concerning your property for you (the principal). Your agent 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 O.C.G.A. Chapter 6B of Title 10.

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

You should select someone you trust to serve as your agent. Unless you specify otherwise,
generally the agent's authority will continue until you die or revoke the power of attorney
or the agent resigns or is unable to act for you. If you revoke the power of attorney, you
must communicate your revocation by notice to the agent in writing by certified mail and
file such notice with the clerk of superior court in your county of domicile.

Your agent is not entitled to any compensation unless you state otherwise in the Special
Instructions. Your agent shall be entitled to reimbursement of reasonable expenses
incurred in performing the acts required by you in your power of attorney.

This form provides for designation of one agent. If you wish to name more than one agent,
you may name a successor agent or name a coagent in the Special Instructions. Coagents
will not be required to act together unless you include that requirement in the Special
Instructions.
If your agent 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.

This power of attorney shall be durable unless you state otherwise in the Special Instructions.

This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions.

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

**DESIGNATION OF AGENT**

I ____________________________________________________ (Name of principal)

name the following person as my agent:

Name of agent: ____________________________________________
Agent's address: ____________________________________________
Agent's telephone number: ________________________________
Agent's e-mail address: __________________________________

**DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)**

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

Name of successor agent: ________________________________
Successor agent's address: ______________________________
Successor agent's telephone number: ________________
Successor agent's e-mail address: ______________________

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

Name of second successor agent: ________________________
Second successor agent's address: ______________________
Second successor agent's telephone number: ______________
Second successor agent's e-mail address: ______________________________________

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 O.C.G.A. Chapter 6B of Title 10:

(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "all preceding subjects" instead of initialing each subject.)

(____)  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 SHALL NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent. You should give your agent specific instructions in the Special Instructions when you authorize your agent to make gifts.)
(____) Create, amend, revoke, or terminate an inter vivos trust

(____) Make a gift, subject to the limitations of O.C.G.A. § 10-6B-56 and any Special
Instructions in this power of attorney

(____) 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 the principal's right to be a beneficiary of a joint and survivor annuity,
including a survivor benefit under a retirement plan

(____) Access the content of electronic communications

(____) Exercise fiduciary powers that the principal has authority to delegate

(____) Disclaim or refuse an interest in property, including a power of appointment

LIMITATION ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse, or descendant SHALL NOT use my property to
benefit the agent or a person to whom the agent owes an obligation of support unless I have
included that authority in the Special Instructions.

SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines (you may add lines or place your
special instructions in a separate document and attach it to the power of attorney):

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

EFFECTIVE DATE

This power of attorney is effective immediately unless I have stated otherwise in the
Special Instructions.

H. B. 221
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NOMINATION OF CONSERVATOR (OPTIONAL)

If it becomes necessary for a court to appoint a conservator of my estate, I nominate the following person(s) for appointment:

Name of nominee for conservator of my estate:

Nominee's address:

Nominee's telephone number:

Nominee's e-mail address:

RELIANCE ON THIS POWER OF ATTORNEY

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

SIGNATURE AND ACKNOWLEDGMENT

Your signature ___________________________ Date

Your name printed

Your address

Your telephone number

Your e-mail address

This document was signed in my presence on _______________________________, (Date)

by ___________________________ (Name of principal)

(Witness's name printed)

Witness's address

Witness's telephone number
Witness's e-mail address

State of Georgia

County of

This document was signed in my presence on __________________________, (Date)
by ____________________________________.
(Name of principal)

________________________________________
(Seal)
Signature of notary

My commission expires:______________________________________________

This document prepared by:______________________________________________.

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:

______________________________ by ___________________________ as Agent.
(Principal's name) (Your signature)
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
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 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 your authority or the power of attorney so as long as the revocation of the power of attorney is communicated to you in writing by certified mail and provided that such notice is filed with the clerk of superior court in the county of domicile of the principal;
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 O.C.G.A. Chapter 6B of Title 10. If you violate O.C.G.A. Chapter 6B of Title 10 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.'
The following optional form may be used by an agent to certify facts concerning a power of attorney.

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

State of Georgia
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 were 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

____________________________________________  ________________
Agent's signature  Date
ARTICLE 4

10-6B-80.
This chapter modifies, limits, and supersedes the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 et seq., but shall not modify, limit, or supersede Section 101(c) of that act, 15 U.S.C. Section 7001(c), or authorize electronic delivery of any of the notices described in Section 103(b) of that act, 15 U.S.C. Section 7003(b).

10-6B-81.
Chapter 6 of this title shall not apply to a power of attorney created pursuant to this chapter.

PART III

SECTION 3-1.

Said title is further amended by adding a new Code section to Article 1 of Chapter 6, relating to agency, to read as follows:

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This chapter shall not apply to powers of attorney to which Chapter 6B of this title is applicable.

SECTION 3-2.

Title 16 of the Official Code of Georgia Annotated, relating to crimes and offenses, is amended by revising Code Section 16-8-10, relating to affirmative defenses to prosecution for violation of Code Sections 16-8-2 through 16-8-7, to read as follows:

"16-8-10.

It is an affirmative defense to a prosecution for violation of Code Sections 16-8-2 through 16-8-9 that the person:

(1) Was unaware that the property or service was that of another;
(2) Acted under an honest claim of right to the property or service involved or
(3) Acted under a right to acquire or dispose of the property as he or she did; provided, however, that the use of a power of attorney as provided in Chapter 6B of Title 10 shall not, in and of itself, absolve a person from criminal responsibility; or
(4) Took property or service exposed for sale intending to purchase and pay for it promptly or reasonably believing that the owner, if present, would have consented."

SECTION 3-3.

Said title is further amended by revising Code Section 16-5-105, relating to the applicability of Article 8, the protection of elder persons, as follows:

"16-5-105.

(a) The use of a power of attorney as provided for in Chapter 6B of Title 10 shall not, in and of itself, absolve a person from prosecution under this article.
(b) This article shall be cumulative and supplemental to any other law of this state."

PART IV

SECTION 4-1.

This Act shall become effective on July 1, 2017.

SECTION 4-2.

All laws and parts of laws in conflict with this Act are repealed.