

INTRODUCTION TO ESTATE PLANNING
For Clergy of the Diocese of St. Petersburg
November 26, 2014

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I am aware that our Most Reverend Bishop has requested that all priests have basic estate planning established, and that a copy be provided to the Chancellor's office. The purpose of this memo is to outline the purposes and provide a brief understanding of basic estate planning documents. The significant documents include:

Last Will and Testament – A Last Will and Testament is a written expression of intent that is used to distribute a person's assets upon their death. The Will only takes effect upon death. It is important to understand that only property in the *individual* name of the deceased passes under the Will. Life insurance or pensions which designate a beneficiary do not fall under a Will, since the death benefit passes by contract directly to the designated beneficiary. Assets held jointly in a financial institution typically pass to the survivor by virtue of the contract signed with the financial institution, and thus do not pass under the Will or probate.

Having a Will assures that the intent of the Testator is followed. If a person dies without a Will, Florida law establishes intestate succession in which the order of priority for blood family members determines who receives the Testator's assets. There are self-help forms and programs, but preparing a Will and having it signed correctly are critical to the Will being enforced in the manner intended. I strongly advise that everyone consult with an attorney to prepare a Last Will and Testament. *A Will must be executed with certain formalities required by law, and may not be recognized by the courts if they are not executed properly. A professionally prepared and signed Will can help to avoid errors, omissions, and unintended consequences.*

Power of Attorney – A Power of Attorney (POA) is a legal delegation of authority which appoints an Agent to act on behalf of the Principal. The POA can delegate full authority, or limited authority. The Florida Legislature recently amended the law to require the delegation of certain authority to be specifically granted by initialing the power delegated for certain "special transactions."

A POA is important if the Principal becomes incapacitated, or is unavailable for an extended time (e.g. out of the country). The Agent is then able to act on behalf of the Principal, conducting banking, paying bills, dealing with insurance companies, etc. Without a POA the remedy is for a court appointed guardian to handle the affairs of an individual.

Unlike a Will, the POA takes effect immediately upon signing. For this reason, I advise that the original document be kept secure and only available to the Agent if it becomes necessary. Many attorneys will hold an original POA for safekeeping. Caution should be used if keeping the POA in your own safe deposit box, as upon death, no one can enter the box unless they are a co-owner. Alternatively, an original POA can be kept by the Chancellor's office for safekeeping in the chancery vault. Any documents sent to the Chancellor for safekeeping should go in a sealed envelope to preserve confidentiality. It is my understanding that they will be kept sealed until such time as they would be needed.

Since the POA is a delegation of authority, the death of the Principal ends any ability to delegate. Thus, a POA ends upon death. A POA may also be revoked upon incapacity, unless the POA is established as a "Durable" Power of Attorney.

Living Declaration (Living Will) – A Living Declaration or Living Will is an individual's statement of intent should that person have a terminal condition, end stage condition, or be in a persistent vegetative state. Florida law recognizes a person's right to die a natural death and direction can be given whether to utilize or withhold extraordinary means of life support. Within that intent are different levels of defining the extraordinary means to be used or withheld.

Some attorneys have a separate surrogate health care designations while others include it within the Living Declaration as I do. The Health Care Surrogate acts to make health care decisions if an individual is incapacitated and otherwise has not given a Power of Attorney for an Agent to make such decisions. If an individual is suffering from a terminal condition, end stage condition, or be in a persistent vegetative state, the Surrogate is able to make decisions to help the person recover and grant authority for medical care.

Final Words: I cannot emphasize enough the need to consult with your own attorney when preparing your estate planning documents. Our office is always available to help clergy without charge if you do not have counsel. Or, we can refer you to a competent estate planning attorney.

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INSTRUCTIONS FOR SIGNING ESTATE PLANNING DOCUMENTS

Please follow these instructions carefully to ensure that the documents are validly executed and in conformity with Florida Statutes. All documents should be signed in blue ink in order to correctly identify the originals.

Durable Power of Attorney:

The Durable Power of Attorney must be signed before two (2) witnesses and a Notary Public. None of the designated Agents/Attorneys-in-Fact can serve as a witness or serve as the Notary. The Notary may also serve as one of the required witnesses.

1. Initial at the bottom of all of the pages where indicated.
2. Beginning on Page 5 for Section VIII, SPECIAL TRANSACTIONS, you will note that Sections 8.1 through 8.4 have a boxes for "Yes" or "No" on the left had side, with a description then to the right of the authority. Place your initials in one of the boxes to indicate "Yes" if you are granting the power or "No" that you are withholding the power

I am often asked advice on what to do. In general, if you trust your Agent to handle all matters necessary should you become incapacitated, then you would initial in the "Yes" box. However, if you have any doubt or concern with regard to the delegation of authority for any specific act, you should put your initials in the "No" box.

3. Page 7 - insert the date of signing at the middle of the page.
4. Page 7 - sign name above the line provided (exactly as name is typed below the line).
5. Page 7 - the two witnesses must each sign and print their name below their signature. In the event the required Notary also serves as a witness, he/she must sign and then print their name below their signature.
6. Page 7 - the Notary must complete the acknowledgment by inserting the County where signed, the date of signing, the identification presented if not personally known, and by affixing his/her signature and notarial seal.

Living Declaration and Designation of Health Care Surrogate:

The Living Declaration must be signed in the presence of two (2) witnesses and a Notary Public. The designated Health Care Surrogate(s) may not serve as a witness or serve as the Notary. The Notary may also serve as one of the required witnesses.

1. Page 1 (Living Declaration) - insert the date of signing at the top of the page.
2. Page 1 (Living Declaration) - insert the name of the declarant.
3. Page 1 (Living Declaration) - initial at the bottom of the page where indicated.
4. Page 2 (Designation of Health Care Surrogate) - on the first line, insert the relationship (e.g., friend, brother, sister) and name of the primary surrogate.
5. Page 2 (Designation of Health Care Surrogate) - on the next two blank lines ("...given by me or by _____") and ("If _____ fails to serve...") insert the name of the primary surrogate.
6. Page 2 (Designation of Health Care Surrogate) - at the bottom of the first paragraph insert the relationship (e.g., friend, brother, sister) and name of the alternate surrogate.
7. Page 2 (Designation of Health Care Surrogate) - sign name above the line provided (exactly as name is typed below the line).
8. Page 2 (Designation of Health Care Surrogate) - the two witnesses must each sign and print their name below their signature.
9. Page 2 (Designation of Health Care Surrogate) - the Notary must complete the acknowledgment by inserting the County where signed, the date of signing, the identification presented if not personally known, and by affixing his/her signature and notarial seal.

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
JOSEPH A. DiVITO, ESQ.
DiVITO & HIGHAM, P.A.
4514 Central Avenue
St. Petersburg, FL 33711

DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, _____
of _____ County, Florida, pursuant to Chapter 709, Florida Statutes, do hereby make, constitute and
appoint _____, my _____, as my true and lawful
attorney-in-fact, as my "Agent" for me and in my name, place and stead, revoking all prior powers of attorney
previously given, and authorizing my Agent for the uses and purposes set forth herein. My Agent, however, shall
exercise all powers in a fiduciary capacity in good faith, as a prudent person would, using reasonable care, skill and
caution. My Agent may exercise the powers contained herein independently, without any approval of any court, except
as otherwise provided in Chapter 709. If he/she fails to serve for any cause, then I appoint
_____, my _____, as my alternate attorney-in fact.

Durable Power. This durable power of attorney will not be affected by my subsequent incapacity except as
provided in Chapter 709 of the Florida Statutes. It is my specific intent that the power conferred upon my Agent will be
exercisable from the date of this instrument, notwithstanding my subsequent disability or incapacity, except as
otherwise specifically provided by statute.

Use of Copies. Notwithstanding the provisions of Florida Statute 709.2106, I specifically direct that only an
original of this Power of Attorney can be honored, and a photocopy or electronic copy of this Power of Attorney is not
sufficient for its exercise.

I. GENERAL AUTHORITY

1.1 To manage all assets and properties belonging to me or in which I have any interest, and to expend
whatever funds my Agent deems proper for the preservation, maintenance or improvement of these assets or properties.

1.2 To exercise all powers even though my Agent may also be acting individually or on behalf of any
other person or entity interested in the same. In granting this authority, I recognize that certain actions taken by my
Agent could involve a conflict of interest as provided in Florida Statute Section 709.2116. However, despite that
section, my Agent shall be free to act in my interest without concern over any conflict of interest, as long as my Agent
acts in good faith. My Agent shall be liable for any claim or demand arising out of my Agent's dishonesty, improper
motive, or reckless indifference to the purposes of this Power of Attorney. I therefore waive any expressed duty of
loyalty imposed under Florida Statute Section 709.2114(2). I include in my reference to an apparent conflict of interest,
any conflict my Agent may have as a result of a business or trust controlled by my Agent, or in which my Agent serves
as an officer, director or employee of a corporate agent or any affiliate or business associate of my Agent. I indemnify
my Agent out of my assets and my estate for any actions brought against my Agent for damages sustained, including
attorney fees and costs, that have as a basis, my Agent's actions or inactions resulting in both a claim for breach of
fiduciary duty and actual damages to me or my estate, accepting only actions or omissions resulting from my Agent's
dishonest, improper motive, or reckless indifference to the purposes of this Power of Attorney.

1.3 My Agent will be entitled to reasonable compensation and reimbursement for all expenses reasonably
incurred by my Agent on my behalf.

1.4 My Agent may not delegate the powers given as my Agent, except as follows:

- a. to grant a transfer agent or similar person the authority to register securities in my name or the name of a nominee;
- b. for investment management purposes as provided in Florida Statute 518.112;
- c. to any other person as may be permitted under the law of another jurisdiction in which this instrument is presented.

1.5 All powers granted to my Agent will be suspended immediately if my Agent becomes disabled. If any part of this Power of Attorney is declared invalid or unenforceable, that decision will not affect the validity of the remaining portions.

1.6 LIMITATIONS upon my Agent shall include:

- a. No Agent may participate in an action to the extent that a payment or distribution pursuant to that action would discharge a legal support obligation of that Agent;
- b. No Agent who is the insured of any insurance policy that I own may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, or to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such powers to be exercised solely by another agent, if any.

II. FINANCIAL MATTERS

2.1 To draw, endorse, make, assign, discount, guarantee and negotiate checks, drafts, promissory notes, and other negotiable or non-negotiable paper, including the authority to continue, establish, modify, terminate an account, credit or debit card, electronic transfer authorization, or other banking arrangement with any bank, savings and loan association, credit union, trust company, brokerage firm, insurance company, or any other financial institution, even if selected by my Agent. Such authority shall also include the right to receive statements of account, notices and similar documents from any financial institution whatsoever and act with respect to them. My Agent may also contract with any financial institution for services, including the authority to open and rent a safe deposit box or space in a vault.

2.2 To collect, receive and give receipt for any and all sums of money or payments due or to become due me and to deposit to or withdraw from, by check, electronic funds transfer, wire transfer, or otherwise, money or property of mine held by a financial institution of any kind. Such authority shall also include the authority to adjust, renew or extend beyond the time of payment of any commercial paper, a debt owed to me, a debt I owe, or a debt guaranteed by me, or any other financial transaction.

2.3 To enter any safe deposit box or vault on which I am a signer and withdraw or add to the contents.

2.4 To draw and endorse checks on any commercial account(s) in my name and to deposit or withdraw from any savings account(s) in my name, or cash certificates of deposit in my name, with any financial institution, including brokerage account(s), or in connection with any financial institution whatever; to cash any coupons or bonds belonging to me; to sign and endorse promissory notes; to waive notice of protest of all such commercial paper; to borrow money; to make and execute any and all contracts; sell, dispose of, assign, pledge and hypothecate notes, stocks, bonds and mortgages; to have access to and power of depositing in and removing from any safety deposit box standing in my name; and to transact any and all business for me with any bank in the State of Florida or elsewhere.

2.5 To borrow such sums of money, for such period(s), at such rate(s) of interest, and upon such other terms and conditions and upon such security as my Agent deems best in Agent's sole discretion, and to execute, acknowledge and deliver all necessary promissory notes, mortgages and/or other encumbrances, containing such

provisions, covenants, agreements, warranties, terms and conditions as my Agent deems best to evidence and secure the loans so procured.

III. INVESTMENTS

To invest in assets, securities, or interests in securities of any nature, whether domestic or foreign markets, including without limitations, stocks, bonds, mutual funds, index funds, or investment funds, including common trust funds, provided such securities are traded on a regulated exchange and to hold funds uninfected for such period as my Agent deems prudent, including, but not limited to the following matters:

3.1 For me and in my name, place and stead to vote according to the number of votes which I would then be entitled to cast and with all the powers which I would be entitled to exercise if personally present at any annual meeting or other meetings of the shareholders of any corporation(s) in which I may be a stockholder, or at any adjournment of such meetings, upon any matter coming before such meetings.

3.2 To sell, assign and transfer all or any part of shares of the capital stock of any corporation(s) in which I may be a stockholder, to execute all necessary acts of assignment and transfer, and to receive the consideration therefor, and to give a receipt(s) for the same, and to receive all stock certificates representing such stock, and to receive all dividends which are or shall be payable on the shares of the capital stock of such company or companies and to give proper receipts therefor.

3.3 In my name and on my behalf, with respect to any bonds or other obligations (registered or otherwise) issued by any corporation (municipal or otherwise), trust or government and with respect to any or all shares of any corporation, which presently are or which may hereafter be owned by me or in my name, to execute such consents, to exchange or convert the same into other securities, to exercise such rights of subscription as may now or hereafter attach thereto or to sell such rights, as fully and completely as I might do if I were personally present and acting.

3.4 To employ custodian or agent (Custodian) located anywhere within the United States of America, whether or not such Custodian is an affiliate of my Agent; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as my Agent may direct, all as authorized under Chapter 709 of the Florida Statutes. While such securities are in the custody of the Custodian, my Agent will be under no obligation to inspect or verify such securities, nor will my Agent be responsible for any loss by the Custodian.

3.5 To employ any investment management service, financial institution, or similar organization to advise my Agent; to handle investment of my assets; to render all accountings of funds held on my behalf under custodial, agency, or other agreements. If my Agent is an individual, these costs may be paid from my assets in addition to any compensation payable to my agent. My agent shall also have the authority to apply for, fund, modify, withdraw from or terminate a qualified tuition plan authorized under 26 U.S.C. Section 529, or its successor provisions, for any of my decedents, including the right to combine accounts, to transfer an account from one state to another, to redirect the investment of the account as permitted by law, or to exchange the designated beneficiary of the plan.

3.6 I specifically authorize my agent to conduct investment transactions as provided under Section 709.2208(2) of the Florida Statutes, except as otherwise restricted herein.

IV. REAL PROPERTY

4.1 To demand, collect and receive payment of the principal and interest, or either, or any part of either, of all debts due me, secured by mortgages wherever recorded or filed, now owned or hereafter acquired by me; to sell, assign, satisfy and/or discharge any of such mortgages, on the original instruments, or on the margin of the record thereof; to sell, assign and transfer any of said mortgages and the notes which the same secure; to waive priority of any such mortgages; to do all things necessary to keep alive and in full force and effect any such mortgages; in case of loss or damage to any insured building or buildings included within any of said mortgages, to demand, collect and receive payment of the sums of money payable by any insurance companies, do things necessary or proper to the full and

complete protection of the interests and rights of said principals therein, including the right to declare any mortgage debt or debts due because of default in the payment of installments of principal or interest, and the right to institute, prosecute or defend any legal proceedings.

4.2 To bargain, sell and convey in fee simple by deed with or without covenants of general warranty, or other covenants usual or customary in a warranty deed, or by land contract, for such price and upon such terms of credit, and to such person(s) or corporation(s), as Agent deems best in my Agent's sole discretion, the whole or any part of the lands, tenements or hereditaments owned by me anywhere located, or any interest therein; to pay and satisfy all mortgages, encumbrances, taxes and assessments or hereditaments; to receive payment of the purchase money of any and all lands sold, and of any and all promissory notes, bonds or other obligations received as evidence of the indebtedness or in payment thereof, and to satisfy and discharge any and all mortgages securing said purchase monies. **This Durable Power of Attorney shall specifically include the power to lease, mortgage, assign, sell, or otherwise dispose of my homestead property, including the power to claim, disclaim, waive or release my homestead interest.**

4.3 To lease or sublease any real property I may own and such lease will be valid and binding for its full term, even if it extends beyond the duration of this Power of Attorney; may pay or contest any taxes due on such property and receive refunds; may impose restrictions, covenants, as well as grant easements for public use or adjust boundaries and/or consent to any governmental permits or consent to platting or otherwise engage in development activities for such properties; may engage in any form of litigation regarding the possession, ownership or liability involving such property, including foreclosure on a mortgage or enforcement of a contract for sale, including specific performance; and may join with other persons with whom I own property as joint tenants with right of survivorship or as tenants by the entireties in any transaction regarding that property.

V. PERSONAL PROPERTY

5.1 To sell and convey, by bill of sale, assignment or other proper instruments of conveyance with the customary warranties, terms and provisions, for such price(s), and upon such terms of credit or otherwise, and to such person(s) as my Agent deems best in my Agent's sole discretion, all or any part of my personal property wherever located, including but not limited to any motor vehicle (whether automobile, mobile home, or trailer) or any boat; to receive payment of the purchase money of any and all of the property so sold, and of any and all notes or other obligations received as evidence of the indebtedness or in payment thereof, and to satisfy and discharge any and all mortgages and liens securing deferred parts of the purchase money.

VI. INSURANCE, ANNUITIES AND RETIREMENT FUNDS

For purposes of this section, a "Contract" means a contract of insurance on my life, a contract of insurance regarding my disability or long term care, or any annuity. A "Plan" means a retirement plan or account created by my employer, by me, or by other person to provide retirement benefits or deferred compensation for me as a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code, as may be amended from time to time: an IRA under Section 408, 408(A) or 408(q); an annuity or mutual fund custodial account under Section 403(b); a pension, profit-sharing stock bonus or other retirement as qualified under Section 401(a); a plan under Section 457(b), and a non-qualified deferred compensation plan under Section 409(A). I specifically grant my Agent the following powers:

6.1 To continue, pay the premium or make a contribution on, modify, exchange, rescind, release or terminate a Contract whether or not I have a beneficiary under the Contract and whether owned by me or obtained by my Agent.

6.2 To procure new Contracts for me and any member of my family.

6.3 To obtain property, casualty, liability or any other insurance for me and my property.

6.4 My Agent shall have the power and authority to select a form and timing of payments and withdraw from benefits from a Plan; to make rollovers, including a direct Trustee-to-Trustee rollover, of benefits from one Plan to another; to establish a Plan in my name; to make contributions to a Plan; to exercise investment powers if applicable; and to borrow from, sell assets to, or purchase assets from a Plan.

VII. MEDICAL CARE

7.1 To arrange for and consent to medical and surgical procedures, including without limitation, stays, long or short, in hospitals and/or nursing homes and/or ACLF establishments, or any other establishments; to employ and discharge physicians and nurses necessary for my personal care in the event of illness and to pay all bills and expenses in connection therewith. Such authority hereunder shall specifically include authority to withhold and/or withdraw the granting of such consent and authority.

7.2 To demand, obtain, review and release to others any medical records, documents or communications protected by the patient-physician confidentiality, attorney-client privilege, or any similar privileges with other professionals, including all records subject to and protected by the Health Insurance Portability and Accountability Act of 1996, as amended. My Agent may also enforce any or all of the confidentiality or privileges listed above.

7.3 To nominate, on my behalf, a person who may also be my Agent, or an entity to be appointed by a Court of appropriate jurisdiction to serve as the guardian of my person and/or property, or as custodian or curator for my property during the pendency of any proceedings to determine my legal capacity.

7.4 To discharge (with or without cause) any physician, nurse, caregiver and domestic provider in my Agent's sole discretion.

7.5 In the event I have subsequently appointed a Health Care Surrogate, or I have otherwise delegated my authority for medical care decisions, then the authority granted under this paragraph shall be limited in scope and be exercised only to the extent that such exercise does not conflict with my subsequent delegation of authority.

VIII. SPECIAL TRANSACTIONS

Certain transactions under this Power of Attorney may profoundly affect my existing estate plan and therefore require a separate authorization for my Agent to engage in them. By initialing next to any of the items numbered below, I grant my Agent the authority stated in that paragraph with respect to the item initialed. If I have not initialed that item, my Agent is not authorized to take that action.

8.1 Gifts. I authorize my Agent to make gifts of my property outright to or for the benefit of the persons specified below, including by the exercise of any presently exercisable general power of appointment which I hold or acquire. For these purposes, a gift "for the benefit of" a person includes a gift to a trust in which that person is a beneficiary, to a custodial account under a state version of the Uniform Transfers (of Gifts) to Minors Act, and to tuition savings account or prepaid tuition plans as defined under the Internal Revenue Code Section 529 or a successor. Unless I have otherwise provided in this instrument, gifts made to different donees need not be equal in amount, character or timing. Gifts may only be made to the following:

Yes	No	
		1. My ancestors, descendants, and other members of my family except: _____ (none unless stated)
		2. My Agent, despite any limitation under Section 709.2202, Florida Statutes
		3. Any organization qualifying for a gift tax charitable deduction which I have supported or which my Agent, in my Agent's discretion, believes I would support

8.2 Trusts. I authorize my agent to deal with trusts created by me, for me, on my behalf, or in connection with gifts from me to others as provided in the paragraph above gifts as follows:

Yes	No	
		1. To create and to review those trusts, whether revocable or irrevocable, in which I am a beneficiary, including authority to create and fund a qualified income trust necessary to obtain Medicaid benefits for me, create accounts with banks therefor, obtain an employer identification number for such trust, and transfer any or all income of Grantor from other bank accounts to such trust; to the extent permitted in the trust agreement, to amend, revoke or terminate a trust of which I am a beneficiary, or transfer the assets of such trusts into another trust under which I am a beneficiary; to create, amend, or revoke trusts for the benefit of others.
		2. To participate in either judicial or nonjudicial modification of a trust as permitted under Chapter 736, Florida Statutes.

8.3 Survivorship and Other Designations. My Agent may create or alter the nature of accounts in which I have an interest as follows:

Yes	No	
		1. To create or change rights of survivorship in accounts or other assets in which I have an interest; change a beneficiary designation for any accounts or financial investments including life insurance policies, annuities, or retirement accounts of any nature, including those in which my agent is so designated
		2. To waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan of any nature

8.4 Disclaimers. My Agent may disclaim interest in property on my behalf as follows:

Yes	No	
		1. Disclaim any interest in property I might otherwise receive, either outright or in trust; any powers I have over property, or as a beneficiary of any trust, excluding any powers I possess in a fiduciary capacity, including those in which my agent has any interest, despite any limitation under Section 709.2202, Florida Statutes
		2. Disclaim any powers of appointment I have or may acquire excluding any testamentary power of appointment that I currently exercise in my last will and testament

IX. MISCELLANEOUS

9.1 To claim, disclaim or waive my right, title and interest in and to any interest I may have in any trust, estate or other testamentary vehicle, if my Agent deems such action to be in my best interest.

9.2 To exercise for my benefit a presently exercisable general power of appointment and to initiate and pursue litigation, including settlement, compromise or alternative dispute resolution, regarding my interest, including a determination of the meaning, validity or effect of a deed, last will and testament, declaration of trust or other instrument or transaction affecting my interest or to remove, substitute or surcharge a fiduciary.

9.3 To prepare, execute and file income, intangible and other tax returns, and other governmental reports, applications, requests and documents, including the authority to pay all such taxes for which I am liable.

9.4 To make, execute, deliver, manage and prosecute on my behalf an application for public assistance, including, but not limited to Supplemental Security Income, Social Security Disability Income, food stamps, Medicare and/or Medicaid, and otherwise represent me in all proceedings necessary to obtain same for me.

9.5 To receive and open my mail, change my mailing address, and otherwise represent me in any matter concerning the U.S. Postal Service; to access communications intended for me and communicate on my behalf, whether by mail, electronic transmission, telephone or other means, to access my accounts involving web-based communications, such as email, memberships and organizations or commercial enterprises, social media, all of which require user name and password for access, even to the extent of compelling the provider to reset my information to data of my Agent's choosing.

9.6 To hire and compensate attorneys, accountants, advisors, financial consultants, managers, agents and assistants, (including any individual or entity who provides investment, advisory or management services, or who furnishes professional assistance in making investments) without liability for any act of those persons, if they are selected and retained with reasonable care. An Agent may serve in one or more of these capacities and be compensated separately for the services of each.

HEREBY GIVING AND GRANTING unto my Agent full power and authority to do and perform all and every act and thing whatsoever, requisite, necessary and proper to be done in and about the premises set forth above, as fully, to all intents and purposes, as I might or could do, if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my Agent shall lawfully do, or cause to be done, by virtue hereof. **THIS DURABLE POWER OF ATTORNEY SHALL NOT BE AFFECTED BY THE DISABILITY OF THE PRINCIPAL EXCEPT AS PROVIDED BY STATUTE.**

Any third party to whom this power of attorney is presented may rely upon an affidavit by my Agent stating, to the best of my Agent's knowledge and belief, that this power has not been revoked, that I am then living, and that no proceedings have been initiated to determine my incapacity. No third party relying upon this power and that affidavit will be liable for any losses, damages, or claims caused by compliance with the action requested by my Agent, unless that third party has knowledge of my death or the revocation of this power.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 201_____.

Signed and acknowledged in
the Presence of:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, the undersigned authority, personally appeared _____, who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me the same was executed freely and voluntarily.

WITNESS my hand and official seal on this _____ day of _____, 201_____.

Notary Public
My Commission Expires:

LIVING DECLARATION
AND DESIGNATION OF HEALTH CARE SURROGATE

THIS DECLARATION made this _____ day of _____, 201____, I, _____, willfully and voluntarily make known my desire that my dying shall not be artificially prolonged under the circumstances set forth below, and do hereby declare:

If the situation should arise in which I cannot participate in my own decision making regarding my health care decisions AND if my attending or treating physician and another consulting physician determine that I have:

A terminal condition, meaning a condition caused by injury or illness from which there is no reasonable medical probability of recovery and which without treatment, can be expected to cause death; or

I have an end-stage condition, meaning a condition that is caused by injury or illness which has resulted in severe and permanent deterioration indicated by incapacity and complete physical dependency, and for which, to a reasonable degree of medical certainty, treatment of the irreversible condition would be medically ineffective; or

I am in a persistent vegetative state, meaning a permanent and irreversible condition of unconsciousness in which there is (i) the absence of voluntary action or cognitive behavior of any kind, and (ii) an inability to communicate or interact purposefully with the environment;

then I request that I be allowed to die and not be kept alive by the use of life-prolonging procedures which serve only to artificially prolong the dying process. Such procedures include, but are not limited to, artificial or mechanical respiration when I am no longer able to sustain my own breathing; the resuscitation (whether electrical or mechanical) of my heart when it stops beating (Code Blue); and artificial sustenance or nutrition by a feeding tube, naso-gastric tubes, or other non-oral means of forcing nutrition and/or hydration. I direct that such procedures be withheld or withdrawn, and I be permitted to die naturally. I intend that my physician(s) shall only employ ordinary means to preserve my life, and that no effort be made to prolong it by utilization of extraordinary means.

I further understand that the phrase "ordinary means" signifies the use of medicines, treatments and operations which offer a reasonable hope of benefit without excessive expense or pain. I do not fear death itself as much as the indignities of deterioration, dependence and hopeless pain. I, therefore, ask that medication sufficient for the relief of pain should not be unduly withheld from me for the reason that it might hasten the moment of my death, or that it might otherwise interfere with further diagnostic processes.

In the absence of my ability to give directions regarding the use of such life-prolonging procedures, it is my intention that this declaration shall be honored by my family, my physician, my lawyer, any medical facility in whose care I happen to be, and any individual who may become responsible for my health, welfare or affairs as the final expression of my legal right to refuse medical or surgical treatment and accept the consequences of such refusal. I recognize that this appears to place a heavy responsibility upon you, but this statement is made with the intention of relieving you of such responsibility and of placing it upon myself in accordance with my strong convictions and the exercise of my fundamental rights of free-will and privacy. As a Catholic priest, I ask that my spiritual needs be met and that I be attended by a Catholic priest and receive the Sacrament for the Anointing of the Sick.

DESIGNATION OF HEALTH CARE SURROGATE

I hereby designate my _____, _____, to serve as my Health Care Surrogate to make any and all health care decisions in accordance with my wishes and instructions as stated above and as otherwise known to him/her, including, without limitation, (i) any decision which I myself could make with respect to any consent, refusal of consent, or withdrawal of consent (whether originally given by me or by _____), to any care, treatment, medication, service or surgical or other procedure to maintain, diagnose, or treat a physical or mental condition, including artificial nutrition and hydration; (ii) have access to any and all medical records concerning my condition; and (iii) to apply for public assistance such as Medicare and Medicaid. I hereby specifically authorize my Health Care Agent to sign on my behalf all documents, waivers or releases in connection with such decisions. If _____ fails to serve for any cause, then I appoint my _____, _____, as my Alternate Health Care Surrogate.

This nomination shall take effect in the event that I become unable to make my own health care decisions. I hereby revoke any prior health care nomination or proxy given by me to the extent it purports to confer the authority herein granted. I understand that, unless I revoke it, this health care proxy will remain in effect indefinitely.

I understand the full import of this Declaration and nomination of Health Care Surrogate and I am emotionally and mentally competent to make this declaration.

I have signed this Declaration in the presence of the following two witnesses, neither of whom is my spouse or blood relative. The declarant is known to each of the undersigned witnesses and each believe declarant to be emotionally and mentally competent to make this declaration.

WITNESSES:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, the undersigned authority, personally appeared _____, who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me the same was executed freely and voluntarily.

WITNESS my hand and official seal on this _____ day of _____, 201____.

Notary Public
My Commission Expires:

LIVING DECLARATION
AND DESIGNATION OF HEALTH CARE SURROGATE

THIS DECLARATION made this _____ day of _____, 201____, I, _____, willfully and voluntarily make known my desire that my dying shall not be artificially prolonged under the circumstances set forth below, and do hereby declare:

If the situation should arise in which I cannot participate in my own decision making regarding my health care decisions AND if my attending or treating physician and another consulting physician determine that I have:

A terminal condition, meaning a condition caused by injury or illness from which there is no reasonable medical probability of recovery and which without treatment, can be expected to cause death; or

I have an end-stage condition, meaning a condition that is caused by injury or illness which has resulted in severe and permanent deterioration indicated by incapacity and complete physical dependency, and for which, to a reasonable degree of medical certainty, treatment of the irreversible condition would be medically ineffective; or

I am in a persistent vegetative state, meaning a permanent and irreversible condition of unconsciousness in which there is (i) the absence of voluntary action or cognitive behavior of any kind, and (ii) an inability to communicate or interact purposefully with the environment;

then I request that I be allowed to die and not be kept alive by the use of life-prolonging procedures which serve only to artificially prolong the dying process. Such procedures include, but are not limited to, artificial or mechanical respiration when I am no longer able to sustain my own breathing; the resuscitation (whether electrical or mechanical) of my heart when it stops beating (Code Blue). I desire nutrition or hydration be supplied, even if through artificial means such as a feeding tube, naso-gastric tubes, or other non-oral methods. I intend that my physician(s) shall only employ ordinary means to preserve my life, and that no effort be made to prolong it by utilization of extraordinary means.

I further understand that the phrase "ordinary means" signifies the use of medicines, treatments and operations which offer a reasonable hope of benefit without excessive expense or pain. I do not fear death itself as much as the indignities of deterioration, dependence and hopeless pain. I, therefore, ask that medication sufficient for the relief of pain should not be unduly withheld from me for the reason that it might hasten the moment of my death, or that it might otherwise interfere with further diagnostic processes.

In the absence of my ability to give directions regarding the use of such life-prolonging procedures, it is my intention that this declaration shall be honored by my family, my physician, my lawyer, any medical facility in whose care I happen to be, and any individual who may become responsible for my health, welfare or affairs as the final expression of my legal right to refuse medical or surgical treatment and accept the consequences of such refusal. I recognize that this appears to place a heavy responsibility upon you, but this statement is made with the intention of relieving you of such responsibility and of placing it upon myself in accordance with my strong convictions and the exercise of my fundamental rights of free-will and privacy. As a Catholic priest, I ask that my spiritual needs be met and that I be attended by a Catholic priest and receive the Sacrament for the Anointing of the Sick.

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I hereby designate my _____, _____, to serve as my Health Care Surrogate to make any and all health care decisions in accordance with my wishes and instructions as stated above and as otherwise known to him/her, including, without limitation, (i) any decision which I myself could make with respect to any consent, refusal of consent, or withdrawal of consent (whether originally given by me or by _____), to any care, treatment, medication, service or surgical or other procedure to maintain, diagnose, or treat a physical or mental condition, including artificial nutrition and hydration; (ii) have access to any and all medical records concerning my condition; and (iii) to apply for public assistance such as Medicare and Medicaid. I hereby specifically authorize my Health Care Agent to sign on my behalf all documents, waivers or releases in connection with such decisions. If _____ fails to serve for any cause, then I appoint my _____, _____, as my Alternate Health Care Surrogate.

This nomination shall take effect in the event that I become unable to make my own health care decisions. I hereby revoke any prior health care nomination or proxy given by me to the extent it purports to confer the authority herein granted. I understand that, unless I revoke it, this health care proxy will remain in effect indefinitely.

I understand the full import of this Declaration and nomination of Health Care Surrogate and I am emotionally and mentally competent to make this declaration.

I have signed this Declaration in the presence of the following two witnesses, neither of whom is my spouse or blood relative. The declarant is known to each of the undersigned witnesses and each believe declarant to be emotionally and mentally competent to make this declaration.

WITNESSES:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, the undersigned authority, personally appeared _____, who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me the same was executed freely and voluntarily.

WITNESS my hand and official seal on this _____ day of _____, 201____.

Notary Public
My Commission Expires: