

GENERAL POWER OF ATTORNEY

I, _____, herein called the Principal, of the County of _____, State of Colorado, designate _____, my attorney in fact and Agent herein called the "Agent" in my name and for my benefit:

- I. **General Grant of Power.** Except as expressly provided to the contrary in Paragraphs V and VI, to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.
 - A. **Powers of Collection and Payment.** To forgive, request, demand, sue for, recover, collect, receive, hold all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to me, or in which I have or may hereafter acquire an interest, to have, use and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same;
 - B. **Power to Acquire and Sell.** To acquire, purchase, exchange, grant options to sell, and sell and convey real or personal property, tangible or intangible, or interests therein, on such terms and conditions as my Agent shall deem proper;
 - C. **Management Powers.** To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, in my name and for my benefit, upon such terms and conditions as my Agent shall deem proper;

- D. **Banking Powers.** To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations and other institutions, execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted;
 - E. **Motor Vehicles.** To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;
 - F. **Business Interests.** To conduct or participate in any lawful business of whatever nature for me and in my name; execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; elect or employ officers, directors and Agents; carry out the provisions of any agreement for the sale of any business interest or the stock therein; and exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options;
 - G. **Tax Powers.** To prepare, sign and file joint or separate income tax returns or declarations of estimated tax for any year or years; to prepare, sign and file gift tax returns with respect to gifts made by me for any year or years; to consent to any gift and to utilize any gift-splitting provisions or other tax election; and to prepare, sign and file any claims for refund of any tax; to utilize all or a portion of my generation-skipping transfer exemption; to represent me in connection with any tax audit.
 - H. **Safe Deposit Boxes.** To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power.
- II. Interpretation. This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my Agent.

- III. Third-Party Reliance. I ratify, confirm, and promise at all times to ratify and confirm all which my Agent or any Agent substituted under the terms of this document shall lawfully do or cause to be done under its terms, including anything which may be done after the revocation of this document by my death, by a writing or in any other manner, and whether or not the notice of such revocation reaches my Agent, if the person who relied on this instrument in dealing with my Agent had no notice of such revocation before taking any such action. I declare that all claims against me, my heirs, or my personal representative as a result of any action taken by my Agent or any Agent under the terms of this document after any such revocation, whether or not prior to receipt of notice of such revocation by such Agent, shall be resolved in favor of the person claiming the benefit of such action, if such person did not have notice of such revocation before taking any such action.
- IV. Disability of Principal. This General Power of Attorney shall not be affected by my disability or any uncertainty as to whether I am still living, as provided in C.R.S. 15-14-501 (as amended).
- V. Life Insurance on Life of Agent. Notwithstanding any other provision of this General Power of Attorney, my Agent shall have no rights or powers hereunder with respect to any policy of insurance, owned by me, insuring the life of my Agent.
- VI. Fiduciary Powers. Notwithstanding any other provision of this General Power of Attorney, my Agent shall have no rights or powers hereunder with respect to any act, power, duty, right or obligation, relating to any person, matter, transaction or property, owned by me or in my custody as a trustee, custodian, personal representative or other fiduciary capacity.
- VII. Renunciation and Disclaimer. My Agent at any time, and from time to time, may renounce or disclaim in whole or in part any interest or right which I could renounce or disclaim under C.R.S. 15-1-901 et seq. (as amended) and C.R.S. 15-11-801 et seq. (as amended).

VIII. Successor Agents. If any Agent named by me dies, becomes legally disabled, resigns, refuses to act, is unavailable, or (if my Agent is my spouse) is legally separated or divorced from me, then I name the following persons (each to act alone and successively, in the order named) as successors to my Agent:

[If you do not wish to name any successor Agent, write "None".]

Name of first successor Agent

Address

Home telephone number

Work telephone number

Name of second successor Agent

Address

Home telephone number

Work telephone number

References in this document to "my Agent" shall include any successor Agent or Agents acting under this Article VIII.

Any acting Agent may appoint a successor Agent, provided all successor agent(s) consent to such appointment.

IX. Subsequent Appointment of Conservator. If a proceeding is brought to appoint a conservator for my estate, I request that the court having jurisdiction over my estate appoint my Agent as such conservator.

X. Duplicate Originals. This instrument is executed in duplicate originals, any one of which may be relied on by persons dealing with my Agent without inquiring into the existence or location of the others. Any person dealing with my Agent may rely on a photographic duplicate of this instrument as if it were an original.

