

GENERAL  
POWER OF ATTORNEY  
AND MANDATE

by

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in favor of

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UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

CITY OF \_\_\_\_\_

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BE IT KNOWN, that on this \_\_\_\_\_ day of the month of \_\_\_\_\_, in  
the year two thousand \_\_\_\_\_,

BEFORE ME, a Notary Public duly qualified in and for the aforesaid Parish  
and State, and in the presence of the named and undersigned competent witnesses,

PERSONALLY CAME AND APPEARED:

\_\_\_\_\_, a person of the full age of majority and  
a resident of the Parish of \_\_\_\_\_, State of Louisiana, who declared that his/her  
mailing address is \_\_\_\_\_  
[the "Principal"],

WHO DECLARED, under oath, that Principal appoints  
\_\_\_\_\_ ["Agent"] to be Principal's Mandatary, Agent and  
Attorney-in-Fact, with full power and authority to act for, in the name of, and on behalf of  
Principal, to do all acts necessary or deemed by Agent to be appropriate to represent  
Principal, including but not limited to the following:

1. Business and Affairs. To conduct, manage and transact the business and personal financial matters of Principal, of every nature and kind and without any exception whatsoever.

2. Correspondence. To open all letters, e-mail, facsimile transmissions, telegrams, cablegrams and other correspondence addressed to Principal, and to answer same in Principal's name.

3. Banking. To make and endorse and to accept and to pay promissory notes, drafts and bills of exchange; to sign checks drawn on and to draw money out of any bank, homestead or other financial institution or other account whatsoever in which funds may be on deposit in the name of or for the account of Principal; to deposit checks, drafts and bills of exchange in any account standing in the name of Principal; to deliver to any bank or other financial institution any promissory notes or other instruments for collection; and to enter any safety deposit box registered in the name of Principal.

4. Securities. To sell, purchase and transfer shares of stock, bonds, voting trust certificates or any other securities of any corporation or any other legal entity, whether private or public and whether registered in the name of Principal or not, and to receive and receipt for the sale price thereof; to receive and receipt for all dividends, coupons or other distributions due or to become due thereon; and to deliver, pledge and pawn said shares of stock, voting trust certificates or bonds. To attend meetings of the stockholders of any corporation or holders of any securities of any legal entity in which Principal may be interested and to vote in the name of Principal on all questions and matters that may be submitted or considered at such meeting. To receive all documents and notices and to exercise all rights and to fulfill all obligations of Principal regarding any security of any type, value or nature.

5. Debts and Loans. To acknowledge and pay indebtedness of the Principal, to borrow money in Principal's name from any bank or other financial institution; to make, issue and endorse any promissory note in the name of Principal, to renew the same from time to time; to deliver, pledge and pawn the same; and to waive and renounce any prescription accrued thereon.

6. Property: Sale, Purchase, Lease, Mortgage, Pledge. To sell, mortgage, encumber, pledge, purchase, lease, or grant servitudes pertaining to immovable (real) or movable (personal) property, although not described herein as permitted by Louisiana Civil

Code Article 2996, on such terms and conditions as determined by Agent and to execute such documents to effect such acts and receive or pay amounts pursuant to such acts.

7. Mineral Rights. To execute mineral leases and other contracts, including unitization and pooling agreements, for the exploration and development of oil, gas, salt, sulfur and other minerals in and under any property of Principal or in which Principal may have an interest, on such terms and conditions and for such consideration as Agent may deem proper, and to receive and receipt for the bonuses, rents and proceeds thereof; to execute mineral and property deeds or leases either selling, buying or leasing mineral or royalty rights; and to execute all division orders or other agreements of every nature and kind whatsoever in connection with or relative to said acts.

8. Judicial Proceedings. To appear before all courts and to prosecute, defend, or compromise and settle by agreement, arbitration, or otherwise; to accept service of process on behalf of Principal; to sign all pleadings and do all things necessary; to obtain writs of attachment, sequestration and injunction; and to take appeals and, in any such instances, to furnish and sign on behalf of Principal the requisite security and bonds.

9. Successions. To represent Principal judicially and otherwise, whether as heir, legatee, creditor, executor, administrator or otherwise, in all successions or estates in which Principal is, may be or may become interested, including any acceptance or renunciation thereof; to apply for the administration thereof and to demand, obtain and execute all orders, decrees and tax returns as Agent may deem proper; and to settle, compromise and liquidate Principal's interest therein and to receive and receipt for all property and effects to which Principal may be entitled in respect of said successions or estates.

10. Disclaimers. To make qualified disclaimers in accordance with Sections 2046 and 2518 of the Internal Revenue Code of 1986 of any probate or non-probate assets to which Principal may be entitled in any capacity whatsoever, which power includes but is not limited to individual retirement accounts, qualified and non-qualified retirement or pension plans, life insurance policies and annuity contracts.

11. Agent and Proxy. To act for Principal and be Principal's substitute in all instances in which Principal has been or may be appointed the agent of others; and to vote proxies of others issued in the name of Principal and to execute proxies in favor of others to vote in the name of Principal.

12. Claims. To demand and obtain and to recover and receipt for sums of money, goods, properties and effects to which Principal is now or may be hereafter entitled, and to that end to compromise and adjust all accounts and other obligations and to give good and sufficient discharge and acquittance therefor.

13. Tax Returns and Related Matters. To sign and file any United States, State of Louisiana, or other tax returns (including but not limited to income tax returns); to apply for extensions of time to sign and file tax returns; to sign and file elections related to tax matters; to represent Principal before any office of the Internal Revenue Service or the Department of Revenue of any state in connection with any Internal Revenue tax matters or other tax matters for any year, and in connection therewith, Agent is authorized to receive confidential information and to perform on behalf of Principal the following acts: To receive checks in payment of any refund of taxes, penalties and interest, to execute waivers (including offers of waivers) of restrictions on assessment or collection of deficiencies in tax and waivers of notice of disallowance of a claim for credit or refund, to execute consents extending the statutory period of assessment or collection of taxes, and to execute closing agreements under Section 7121 of the Internal Revenue Code; in addition, Agent is authorized to grant powers of attorney to any authorized representative to take any action relating to any taxes, including but not limited to taxes of the United States and the State of Louisiana.

14. Insurance. To exercise any right, option or privilege, as an owner or otherwise, available to Principal regarding any policy of insurance of any type, including life insurance or annuities, and including but not limited to the right to apply for, acquire, transfer, sell, donate, exchange or surrender the policy, make a policy loan, change the beneficiary, make a claim, receive payment on any claim, elect settlement or disbursement options, receive any check or draft, and endorse, collect and receive the proceeds of same.

15. Retirement Plans. To exercise any right, option or privilege available to Principal regarding any retirement plans, individual retirement account, 401(k) plans, 403(b) plans, deferred compensation plans, and other retirement benefits, including but not limited to the making and changing of beneficiary designations, making contributions, withdrawals, rollovers, change of trustees, giving investment directions, making claims, receiving payment of benefits, elect settlement or disbursement options, receive any check or draft, and endorse, collect and receive the proceeds of same.

16. Social Security, Government Benefits, Medicare, Medicaid and Medical Insurance. To communicate on behalf of Principal with the Social Security Administration,

any Federal or state agency providing benefits to Principal, the Center for Medicare and Medicaid Services and the Medicaid offices of any state, and any insurance company providing medical and surgical benefits to Principal, and to exercise any rights, options or privilege available to Principal from any of these entities.

17. Principal's Estate Plan. Agent shall attempt to preserve the Principal's estate plan to the extent actually known by Agent, if preserving the plan is consistent with the Principal's best interest based on all relevant factors, including: (1) the value and nature of Principal's property; (2) Principal's foreseeable obligations and need for maintenance; (3) minimization of taxes, including income, estate, inheritance, generation-skipping transfer and gift taxes; and (4) eligibility for a benefit program or assistance under a statute or regulation.

18. Trusts. To create revocable and irrevocable trusts, including split-interest charitable trusts and charitable lead trusts, and to revoke, amend or terminate any revocable trusts created by Principal or created by Agent pursuant to this Power of Attorney; to be Principal's delegate in connection with any trust of which Principal is trustee, with full power to perform ministerial duties and acts that Principal, acting as trustee, could not reasonably be required to perform personally.

19. General. To do and perform each and every other act, matter or thing whatsoever as may be appropriate in Agent's discretion as if such act, matter or thing were or had been particularly stated herein.

20. Appointment of Substitutes. Agent is authorized to appoint substitutes to carry out the purposes of the power of attorney and mandate.

21. Liability and Indemnification of Agent. Agent shall be liable only for breach of duty to Principal committed in bad faith. Principal shall indemnify Agent and hold Agent harmless for all reasonable costs, fees and expenses regarding all matters hereunder, legal actions brought by or against the Agent for which Agent is not liable within the standard specified above in this section. This section applies also to any substitute appointed by Agent.

22. Curator Designation. Principal does hereby designate Agent as curator of Principal's person, of Principal's property, or both, to serve should Principal be later interdicted, all as provided by Article 4561 of the Louisiana Code of Civil Procedure. In the event that Agent is unable or unwilling to serve as curator or, having been appointed as

curator, ceases or fails to act, then Principal designates \_\_\_\_\_  
as curator.

### PROHIBITED POWERS

Notwithstanding the breadth of powers granted to Agent in this durable power of attorney, Agent shall not have or exercise any of the following powers:

1. Life Insurance. Any power or incident of ownership over any policy insuring Agent's life.
2. Gifts. Any power or authority over any irrevocable trust created by Agent if Principal is a trustee or beneficiary of that trust; nor shall Agent have any power over any property Agent may have donated to Principal.
3. Powers. Any power or authority to appoint any of Principal's property to Agent, to Agent's estate, to Agent's creditors, or to the creditors of Agent's estate. Agent shall have no power or authority to disclaim any assets on behalf of Principal if the result would cause them to pass directly or indirectly to Agent or Agent's heirs or estate in any one calendar year. Agent shall have no power or authority to discharge any of Agent's legal obligations out of Principal's property, including any obligation of support which Agent may owe to others unless Agent and Principal are equally obligated to render such support.

This power of attorney is a durable power of attorney and shall not terminate because of the incapacity, disability or other condition of the Principal, or because such incapacity, disability or other condition of the Principal makes express revocation impossible or impractical.

THUS DONE AND PASSED in the City of \_\_\_\_\_, State of Louisiana, on the day, month and year hereinabove first written, in the presence of the undersigned competent witnesses who have hereunto signed their names, together with the said Appearer and me, Notary, after due reading of the whole.

WITNESSES:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_,  
Principal

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_, No. \_\_\_\_\_

Notary Public for the  
Parish of \_\_\_\_\_, State of Louisiana.  
My commission is for life.