

DURABLE POWER OF ATTORNEY INCLUDING HEALTH CARE DECISIONS

I, _____, a resident of _____ County, Kansas, hereby revoke Any durable power of attorney and durable power of attorney for health care decisions I have previously made and I hereby appoint _____ as my true and lawful attorney-in-fact, herein called "my Agent," who is hereby authorized to act for me as specified below.

Nothing herein shall negate the provisions of my Declaration under the Kansas Natural Death Act, which may be attached hereto, and my Agent is prohibited from ordering or consenting to any medical treatment or medical care that is contrary to my Declaration under the Kansas Natural Death Act.

I desire that my wishes, as expressed herein, be carried out through the authority given to my Agent by this document despite any contrary feelings, beliefs, or opinions of members of my family, relatives, friends, conservator, or guardian.

EFFECTIVE TIME

This is a Durable Power of Attorney and a Durable Power of Attorney for Health Care Decisions as defined under Kansas law, it shall commence and be in full force and effect immediately upon my disability or incapacity as herein defined; and the authority of my Agent, when effective, shall remain in full force and effect thereafter until my death (except with respect to any authority granted herein following my death), and it shall not be affected by my disability or incapacity or in the event of later uncertainty as to whether I am dead or alive.

POWERS GRANTED TO MY AGENT

1. To exercise or perform any act, power, duty, right or obligation whatsoever that I now have, or may hereafter perform, in connection with, arising from or relating to any person, item, transaction, thing, property, real or personal, tangible or intangible, or matter whatsoever.

2. To request, ask, demand, sue for, recover, collect, receive, hold and possess 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 and retirement benefits, insurance benefits and proceeds, any and all documents of title, chooses in action, personal and real property, intangible and tangible property, property rights, and demands whatsoever, liquidated or un-liquidated, as now are, or shall hereafter become, 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, procedures, and writs in my name for the collection and recovery thereof, and to settle, adjust, sell, compromise and agree for the same, and to make, execute and deliver for me and in my behalf, and in my name, all endorsements, acquittances, releases, receipts or other sufficient discharges for the same, and to file any proof of debt and take any proceedings under the Bankruptcy Act or similar statutes in connection with such.

3. To receive, sign, endorse, deposit or assign any and all checks, notes, drafts, money orders, bills of exchange, or other instruments of any nature whatsoever, negotiable or non-negotiable, belonging to me either now or in the future, for discounts, collections, and to make deposits in any checking, savings, and other accounts which I may have at any time, including but not limited to the power to receive, endorse and deposit tax refund checks, Social Security checks

and Medicare and Medicaid payments, and any other government program payments, and the power to apply for the same.

4. To write checks upon or otherwise withdraw all funds or account balances now or hereafter standing to my credit or to the credit of my Agent on the books of any bank, trust company, savings bank or association, federal savings and loan association, or other firm, corporation or association, however organized and wheresoever situated, whether or not the check or other instrument is drawn to the order of my Agent.

5. To purchase, lease, rent, exchange, sell, convey, mortgage, encumber, or otherwise dispose of or acquire, and to agree, bargain and contract for the lease, purchase, exchange and sale of, and to accept, take, receive and possess any and all real and personal property whatsoever, tangible or intangible, including but not limited to securities, stocks, bonds, indentures and mutual funds, now or hereafter owned by me or any interest in any such property as I may have, and including any real estate which is my homestead, on such terms and conditions, and under such covenants, as my Agent shall deem proper.

6. To maintain, repair, improve, manage, insure, rent, lease, sell, mortgage or otherwise hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, for me, on my behalf, and in my name, including but not limited to the purchase and sale of U. S. Savings Bonds, Treasury Notes, Treasury Bills, any Government or Government Agency Bonds, Bills and Notes, Flower Bonds, Industrial Revenue Bonds, General Obligation Bonds, limited partnership and other securities; and under such terms, conditions, and covenants as my Agent shall deem proper.

7. To make, receive, sign, seal, endorse, execute, acknowledge, verify deliver and possess good and sufficient applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations, proofs of loss, evidences of debts, releases and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations, and such other instruments in writing of whatever kind and nature as may be necessary or proper and involving any property or transactions or rights in which I am now or may hereafter become involved or in which I may have any rights or interests of any kind.

8. To conduct, engage in and transact any and all lawful business of whatever nature or kind for me, on my behalf and in my name, in which I am now or hereafter may become interested, including acting in any capacity I may have as sole proprietor, partner, shareholder, officer or director.

9. To make, sign, execute and file in my name and on my behalf with the Internal Revenue Service of the United States Treasury Department, and any state or local tax authority, any and all income, gift and estate tax returns and required reports; to file all claims for abatement, refund or other papers relating to such returns, to make elections with respect to such tax returns, to represent me, act on my behalf in all tax matters and settle any tax dispute before all officers of any state or of the Internal Revenue Service; to sign Internal Revenue Service Form 2848, Power of Attorney and Declaration of Representative, or its replacement, appointing a representative to act on

my behalf in such matters; and to pay any tax, interest or penalty, and to receive any refunds that might thereafter be due to me.

10. To act or vote in person or by restricted or unrestricted proxy, to sell or otherwise dispose of, to cause to be registered in the name of a nominee selected by my Agent (without the addition of any words indicating an agency or fiduciary relationship), and to transfer, redeem, convert or exchange, any security (including without limitation any stock certificate, warrant, right, bond, debenture, note, certificate of indebtedness or other evidence of intangible right) that now belongs to me or may belong to me in the future or in which I may have an interest that may be issued by the United States, any state, agency, county, municipality or other public body, any person or any corporation, trust, association or other entity, whether private or public, and to make, execute and deliver any endorsement, certification or other document in connection with any shares of corporate stocks or other securities, including any government bonds and limited partnership interests belonging to me.

11. To enter any existing and open any new safe deposit boxes registered in my name (whether alone or jointly with another) in any bank or other depository, and to close out, add to and remove any of the contents of any such safe deposit boxes as freely as I might do if acting personally.

12. To purchase, pledge, liquidate, borrow against, make claim against, or pay all charges required to continue in force any insurance policies (but my Agent shall have no power arising to an incidence of ownership over any policy on my Agent's life) that are now or in the future may be owned by me, and to exercise any ownership rights I may have pertaining to such policies, including but not limited to the authority to change the beneficiary of such policies, to assign such policies, to borrow against such policies, to receive all payments, dividends, cash values, proceeds of matured endowments or other benefits under such policies, to exercise privileges and options under such policies, and to agree to any release, modification or amendment of such policies.

13. To pay any and all expenses and sums of money incurred on my behalf that are now or in the future may be owing by me, whether the obligation is incurred by me or by my Agent, to compromise or submit to arbitration any claim, whether it is against me or in my favor, and to receive or give releases in connection with claims against me or in my favor.

14. To enter upon, take possession, provide for storage or safekeeping of any lands, buildings or other improvements or appurtenances to lands belonging to me now or in the future in which I may have an interest, and to demand, receive, collect and hold any and all rents, profits or income from any such property, and to sell or lease such property or any part of or interest in any such property, and make, execute and deliver any deed, mortgage or lease, with or without covenants and warranties, with respect to such property.

15. To make contributions to and withdrawals from, rollovers, voluntary contributions, or any elections to exercise any other ownership rights I may have now or may have in the future pertaining to any qualified retirement plans and Individual Retirement Accounts, including but not limited to the right to change the beneficiary or beneficiaries of such plans and accounts and to apply for and receive benefits or distributions from such plans and accounts and to sign, seal, verify, acknowledge and deliver any documents necessary to exercise such rights.

16. To borrow money and make loans, secured or unsecured, and make, execute and deliver any note or other evidence of borrowing and assign, pledge, mortgage, hypothecate and deliver any property of mine as security for any borrowed money, in such amounts, upon such terms, with or without interest and to such firms, corporations, and persons as shall be appropriate.

17. To instruct any person, firm, corporation, association or other entity having custody or control of any assets of mine, or any assets in which I may have an interest, in an agency, fiduciary or other capacity, and I authorize that person or entity to rely upon such instructions.

18. To engage, employ, compensate, and dismiss agents, clerks, servants, attorneys-at-law, accountants, investment advisers, custodians or other persons as my Agent may deem advisable, to pay such persons reasonable compensation, and to determine whether or not to act on the advice of such persons without liability for acting or failing to act; this authority shall include employment of firms and companies in which my Agent owns an equity interest or in which my Agent otherwise has a pecuniary interest.

19. To institute, prosecute, defend, compromise or otherwise dispose of and to appear for me in any proceedings at law or in equity or otherwise before any tribunal for the enforcement or for the defense of any claim, either along or in conjunction with other persons, and to obtain, discharge and substitute counsel and authorize appearance of such counsel to be entered for me in any such action or proceeding; and to compromise or arbitrate any claim in which I may be in any manner interested and for that purpose to enter into agreements, either through counsel or otherwise, to carry on such compromise or arbitration and perform or enforce any award entered into arbitration.

20. To open or maintain accounts of any nature whatsoever in my name or in the name of my Agent, including accounts with stockbrokers (on cash or on margin); and to buy, sell, endorse, transfer, hypothecate and borrow against any shares of stock, bonds or other securities.

21. To appoint another individual or corporation as substitute Agent under this power of attorney with all of the powers and authority granted my Agent.

22. To apply for and receive any local, state or federal benefits related to health care, financial assistance, or otherwise, to take any action deemed desirable to qualify me for any such benefits, and to make any election available to me with regard to such benefits.

23. To waive any or all privileges which may be applicable regarding any communication between me and any attorney-at-law.

24. To resign official positions such as public office or fiduciary positions.

25. To establish a new residence or domicile for me, from time to time, within or without my current state of domicile.

26. To make any statutory election or disclaimer.

27. To disclaim, either in whole or in part, any interest or power otherwise passing to me by testate or intestate succession or by inter vivos transfer.

28. To grant, bargain, sell, convey and transfer real and personal property from my name to the name of my Trust accounts already created to the name of my Agent and to open or establish accounts, holdings or interests of whatever kind or nature including transfers made to Trusts or Trust accounts already created with any instructions in my name or in the name of my Agent or in our names jointly, either with or without right of survivorship and without regard to the fact that my Agent may or may not be a trustee of my trust.

29. To make gifts of my property that my Agent reasonably believes I would have made if I had been competent, but limited by the following requirements: (a) the amounts gifted may not exceed the annual exclusion available under the federal gift tax laws; (b) such gifts would not leave me with insufficient assets to provide for my own care; (c) the gifts are consistent with my prior practice of making gifts or would be advantageous for federal gift and estate tax planning; (d) if my Agent will receive a gift, then any gift to my Agent shall be limited to the amount of the annual gift tax exclusion in anyone calendar year if necessary to avoid my Agent having a general power of appointment; and (e) amounts gifted to a class of my descendants must be equal (a non-comprehensive list of examples of classes are: children, nieces/nephews, and grandchildren).

HEALTH CARE DECISIONS

To be my Agent for health care decisions. My Agent is authorized to act for me as specified below.

My Agent is authorized, in my Agent's sole and absolute discretion, to exercise the powers granted herein relating to matters involving my health and medical care. In exercising such powers, my Agent should first try to discuss with me the specifics of any proposed decision regarding my medical care and treatment if I am able to communicate in any manner, however rudimentary. My Agent is further instructed that if I am unable to give an informed consent to a proposed medical treatment, my Agent shall give, withhold, withdraw, or modify such consent for me based upon any treatment choices that I have expressed while competent, whether under this document or otherwise. If my Agent cannot determine the treatment choice I would want made under the circumstances, then my Agent should make such choice for me based upon what my Agent believes to be in my best interests, taking into account the provisions of this document and any information given to my Agent by the physicians treating me as to my medical diagnosis and prognosis, and the intrusiveness, pain, risks, and side effects associated with any proposed treatment or course of action. Accordingly, my Agent is authorized as follows:

- (a) Treatment. To consent, refuse consent, or withdraw consent to any care, treatment, service or procedure, including surgery, to maintain, diagnose or treat a physical or mental condition; but not including any procedure, test or treatment that is contrary to my wishes as expressed in my Declaration under the Kansas Natural Death Act.
- (b) Withdrawal of Medical Treatment. To require withdrawal of any medical treatment or procedure, including the withdrawal of life sustaining procedures initiated in an emergency situation; but not including any procedure, test or treatment that is contrary to my wishes as expressed in my Declaration under the Kansas Natural Death Act.
- (c) Health Care Facilities. To admit and make all necessary arrangements at any hospital, psychiatric hospital or psychiatric treatment facility, hospice, nursing home or similar institution, and to assure that **all** my essential needs are provided for at such a facility; as well as to withdraw or discharge me from any such facility, even if such withdrawal or discharge is against the advice of medical professional.
- (d) Home Care. To authorize any care or medical treatment to be provided in my personal residence or any other residence or nonmedical setting.
- (e) Medical Personnel. To employ or discharge health care personnel, including physicians, psychiatrists, psychologists, dentists, nurses, therapists or any other person who is licensed, certified or otherwise authorized or permitted by the laws of this state to

administer health care as my Agent shall deem necessary or advisable for my physical, mental and emotional well being, and to arrange for them to be paid reasonable compensation.

- (f) Records and Information. To request, receive and review any information, verbal or written, regarding my personal affairs or physical or mental health, including medical and hospital records; to execute any releases or other documents that may be required in order to obtain such information; to waive **all** privileges which may be applicable to such information and records and to any communication pertaining to me and made in the course of any confidential relationship recognized by law; and to disclose such information to such persons or entities as my Agent shall deem appropriate.
- (g) Exercise and Protect My Rights. To exercise my right of privacy and my right to make decisions regarding my medical treatment even though the exercise of my rights might hasten the moment of my death or be against conventional medical advice.
- (h) Authorize Relief from Pain. To consent to and arrange for the administration of pain-relieving drugs of any kind or other surgical or medical procedures calculated to relieve my pain, including unconventional pain-relief therapies which my Agent believes may be helpful, even though such drugs or procedures may have adverse side effects, may cause addiction, or may hasten the moment of (but not intentionally cause) my death.
- (i) Grant Releases. To grant, in conjunction with any instructions given under this power of attorney, releases to hospital staff, physicians, nurses, and other medical and hospital administrative personnel who act in reliance on instructions given by my Agent or who render written opinions to my Agent in connection with any matter described in this power of attorney from all liability for damages suffered or to be suffered by me, and to sign documents titled or purporting to be a "Refusal to Consent to Treatment" and "Leaving Hospital Against Medical Advice" as well as any necessary waivers of or releases from liability required by a hospital or physician to implement my wishes regarding medical treatment or non-treatment.
- (j) Companion. To authorize and provide a companion to stay with me as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself, if my Agent considers same to be advisable.
- (k) Spiritual or Religious Arrangements. To authorize and provide any "spiritual or religious experiences" or opportunities my Agent considers to be consistent with my past practices.
- (l) Personal Residence and Domicile. To establish my personal residence and domicile, including moving my personal residence or domicile to another state, and to assure that all my essential needs are provided for at such residence.
- (m) Recreational, Cultural and Entertainment Activities. To arrange any cultural, recreational or entertainment activities for me that my Agent deems to be beneficial.
- (n) Authority Following Death. To make decisions about organ donation, autopsy and disposition of my body; provided, however, if I choose to attach to this instrument a schedule as to my desires with respect to the specific exercise of such authority regarding disposition of my body, I request my Agent honor same.

- (o) Make Advance Funeral Arrangements. To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate, if I have not already done so myself.
- (p) Make Anatomical Gifts. To make anatomical gifts which will take effect at my death to such persons and organizations as my Agent shall deem appropriate, and to execute such papers and do such acts as shall be necessary, appropriate, incidental, or convenient in connection with such gifts.
- (q) Litigation. To initiate or otherwise represent me in any legal proceedings relating to the exercise of the foregoing authority.
- (r) Execution of Documents. To sign, execute, deliver, and acknowledge any contracts or other documents that may be necessary, desirable, convenient, or proper in order to exercise any of the powers described in this document and to incur reasonable costs in the exercise of any such powers.

30. Without limiting the above powers, I grant to my Agent generally full power and authority to do, take and perform all and every act and thing whatsoever requisite, proper or necessary to be done, in any circumstances, in the handling and managing of my affairs and in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted as provided by K.S.A. 58-650 et seq.

HIPAA RELEASE AUTHORITY

I intend for my agent to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIP AA), 42 USC 1320d and 45 CFR 160-164. I authorize any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health care provider, any insurance company and the Medical Information Bureau Inc, or other health care clearinghouse that has provided treatment or services to me or that has paid for or is seeking payment from me for such services:

- (a) To give, disclose or release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, to include all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness and drug or alcohol abuse.
- (b) To provide to family members, my Agent or any other person on a need to know basis the diagnosis of whether or not I have been deemed disabled, incapacitated or incompetent as the same is defined in this document.

The authority given my agent shall supersede any prior agreement that I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my agent has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

SUCCESSOR

In the event _____ for any reason fails, declines, or ceases to serve as my Agent, I designate and appoint _____ to be my Agent in accordance with the terms hereof.

My Agent shall be deemed to have failed, declined, or ceased to serve as my Agent upon such Agent's death, disappearance, involuntary detention, written resignation, removal, written or verbal declination to serve, or disability or incapacity. The death, disappearance, involuntary detention, written resignation, removal or written or verbal declination to serve of my Agent may be conclusively established by documentation or records evidencing same, by an affidavit of the successor Agent, or by affidavits of two other persons with knowledge regarding same. The disability or incapacity of my Agent shall be determined and established as provided below.

SUBSTITUTE AGENT

My Agent may appoint a substitute agent for me, with full power to do and perform each and every act which I have authorized my appointing agent to do hereunder, by executing an acknowledged instrument referring to the power of substitution hereunder, naming such substitute agent.

LIMITATION OF AUTHORITY

The enumeration of specific items, rights, acts or powers of my Agent herein is not intended to, nor does it limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to my Agent, except nothing herein grants the authority or power for my Agent to revoke or invalidate any previously existing Declaration made in accordance with the Kansas Natural Death Act.

REVOCATION AND AMENDMENT

This Durable Power of Attorney and Durable Power of Attorney for Health Care Decisions may be revoked by my execution of an instrument in writing, witnessed or acknowledged in the same manner as required herein. Notwithstanding the preceding provision, during any period of my legal disability or incapacity, the provisions of this durable power of attorney may only be revoked by my guardian or similar fiduciary of my person.

Amendments to this document shall be made in writing by me personally (not by my Agent) and they shall be attached to the original of this document.

NOMINATION OF REPRESENTATIVE

To the extent that I am permitted by law to do so, I hereby nominate my Agent to serve as my guardian, conservator, or in any similar representative capacity, and if I am not permitted by law to so nominate then I request in the strongest possible terms that any court of competent jurisdiction which may receive and be asked to act upon a petition by any person to appoint a guardian, conservator, or similar representative for me to give the greatest possible weight to this request.

RELIANCE BY THIRD PARTIES

This power may be accepted and conclusively relied upon by anyone to whom it is presented until such person either receives written notice of revocation by me or by a guardian or similar fiduciary of my estate. In the absence of actual knowledge to the contrary, anyone may also conclusively assume that any authority herein granted and exercised is consistent with any Declaration under the Kansas Natural Death Act I may have executed. Anyone dealing with my Agent may also in the same manner conclusively rely upon an affidavit presented by my Agent with respect to any factual matter relevant to the authority herein granted.

BINDING UPON PRINCIPAL

Any authority herein exercised by my Agent shall be binding upon me, my agents, successors and assigns, in the same manner as such exercised authority would have been binding had same been exercised by me, including binding me to any costs incurred by virtue of such exercise, even should same contradict or otherwise be inconsistent with authority exercised by any other agent of mine whom I may have authorized to make my business and financial decisions.

REIMBURSEMENT OF COSTS

My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this document, but my Agent shall not be entitled to compensation for services rendered hereunder.

LIMITATION ON LIABILITY

It is intended that my Agent, in exercising the authority herein granted, comport the exercise thereof with my known or presumed intentions. However, my Agent shall not be held liable for any good faith exercise of such authority, even should same result in injury to me and constitute negligence, it being my expressed intent that my Agent only be held liable in a circumstance where my Agent has knowingly and intentionally contravened my expressed desires in the exercise thereof, or has exercised such authority with malice or intentional disregard of my best interests.

CONSENT TO RELEASE OF INFORMATION

I hereby authorize _____ to disclose and release information to my Agent concerning any and all matters regarding which such Agent is authorized to act according to the terms of this General Durable Power of Attorney and Durable Power of Attorney for Health Care Decisions. Such information may be released at any time subsequent to the signing of this General Durable Power of Attorney and Durable Power of Attorney for Health Care Decisions whether or not the same is effective according to the terms as stated in this instrument.

RULES OF CONSTRUCTION

"Disability" or "Incapacity" as used herein with respect to me or my Agent shall mean and be defined as an impairment by reason of mental illness, mental deficiency, physical illness or disability, advanced age, or other cause to the extent that the person referenced lacks sufficient understanding or capacity to make or communicate responsible decisions concerning such person. Such disability or incapacity shall be certified to in writing by two physicians who have personally examined such person, one of whom shall, if possible, be the personal physician of such person, and such certification shall be determinative as to the fact of disability or incapacity on all interested parties. Notwithstanding the foregoing provisions, in the event that due to physician/patient confidentiality such disability or incapacity of my Agent cannot be so certified and established, my Agent's

disability or incapacity may be conclusively established by my successor Agent's execution of an affidavit stating that in such successor Agent's opinion my Agent meets the foregoing definition of disability or incapacity and that due to physician/patient confidentiality, the medical certification of my Agent's disability or incapacity could not be obtained.

Except with respect to the grant of a general power of appointment hereunder, any questions which may arise concerning the power or authority of my Agent to act for me shall be interpreted and construed in favor of such Agent having such power and authority. ***(When two persons are acting as my Agents, their concurrence on any act or determination shall be required.) ** (When two or more Agents are serving hereunder, their authority to act "jointly and severally" shall mean that the exercise of authority granted hereunder by anyone Agent, as well as their concurrent exercise of any such authority, shall be equally binding upon me.) *** (When more than two Agents are serving hereunder, their authority on any act or determination shall be exercised by a concurrence of a majority of the then acting Agents.)** Provided, however, it is not my intention to grant and under no circumstances should the grant of any power or authority to my Agent hereunder be construed to constitute a general power of appointment to my Agent for purposes of federal gift, estate or generation skipping tax law.

Headings and titles are for guidance only and shall have no significance in the interpretation of this instrument.

CLOSING AND SIGNATURE

This instrument is executed and delivered in the State of Kansas, is to be construed and interpreted as a durable power of attorney and a durable power of attorney for health care decisions, the laws of the State of Kansas shall govern all questions as to validity of this power and construction of its provisions; provided, however, in the event any authority granted hereunder should exceed any governing statutory authority permitted to be exercised by agents under health care powers of attorney, such authority nonetheless shall remain fully authorized to the extent permissible under any other statutory authority governing durable powers of attorney or which I am constitutionally permitted to delegate to a surrogate under the constitutions of the United States or the State of Kansas.

Notwithstanding the powers given my Agent under this power of attorney, my Agent shall follow any other subsequent instructions, whether oral or written, that I may give my Agent while I am competent.

Executed this _____ day of _____, 20____, at _____
Kansas.

(Printed Name) _____

(Signature) _____

STATE OF KANSAS, COUNTY OF SALINE, SS:

The foregoing instrument is hereby acknowledged before me this ____ day
of, _____ 20____, by _____.

NOTARY PUBLIC