



Rep. Emily McAsey

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LRB096 21113 AJ0 39174 a

1 AMENDMENT TO HOUSE BILL 6477

2 AMENDMENT NO. _____. Amend House Bill 6477 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Illinois Power of Attorney Act is amended
5 by changing Sections 2-1, 2-3, 2-5, 2-7, 2-8, 2-10, 2-11, 3-3,
6 3-4, 4-4, 4-10, and 4-12 and by adding Sections 2-10.3, 2-10.5,
7 2-10.6, 3-3.6, 3-5, and 4-5.1, as follows:

8 (755 ILCS 45/2-1) (from Ch. 110 1/2, par. 802-1)

9 Sec. 2-1. Purpose. The General Assembly recognizes that
10 each individual has the right to appoint an agent to make deal
11 ~~with~~ property, financial, or make personal, and health care
12 decisions for the individual but that this right cannot be
13 fully effective unless the principal may empower the agent to
14 act throughout the principal's lifetime, including during
15 periods of disability, and have confidence ~~be sure~~ that third
16 parties will honor the agent's authority at all times.

1 The General Assembly finds that in the light of modern
2 financial needs and advances in medical science, the statutory
3 recognition of this right of delegation in Illinois needs to be
4 restated, which will ~~to~~, among other things, expand the ~~its~~
5 application and the permissible scope of the agent's authority,
6 clarify the power of the individual to authorize an agent to
7 make financial and care decisions for the individual and better
8 protect health care personnel and other third parties who rely
9 in good faith on the agent so that reliance will be assured.
10 Nothing in this Act shall be deemed to authorize or encourage
11 euthanasia, suicide or any action or course of action that
12 violates the criminal law of this State or the United States.
13 Similarly, nothing in this Act shall be deemed to authorize or
14 encourage any violation of a civil right expressed in the
15 Constitution, statutes, case law and administrative rulings of
16 this State (including, without limitation, the right of
17 conscience respected and protected by the Health Care Right of
18 Conscience Act, as now or hereafter amended) or the United
19 States or any action or course of action that violates the
20 public policy expressed in the Constitution, statutes, case law
21 and administrative rulings of this State or the United States.

22 (Source: P.A. 90-655, eff. 7-30-98.)

23 (755 ILCS 45/2-3) (from Ch. 110 1/2, par. 802-3)

24 Sec. 2-3. Definitions. As used in this Act:

25 (a) "Agency" means the written power of attorney or other

1 instrument of agency governing the relationship between the
2 principal and agent or the relationship, itself, as appropriate
3 to the context, and includes agencies dealing with personal or
4 health care as well as property. An agency is subject to this
5 Act to the extent it may be controlled by the principal,
6 excluding agencies and powers for the benefit of the agent.

7 (b) "Agent" means the attorney-in-fact or other person
8 designated to act for the principal in the agency.

9 (c) "Disabled person" has the same meaning as in the
10 "Probate Act of 1975", as now or hereafter amended. To be under
11 a "disability" or "disabled" means to be a disabled person.

12 (c-5) "Incapacitated", when used to describe a principal,
13 means that the principal is under a legal disability as defined
14 in Section 11a-2 of the Probate Act of 1975. A principal shall
15 also be considered incapacitated if: (i) a physician licensed
16 to practice medicine in all of its branches has examined the
17 principal and has determined that the principal lacks decision
18 making capacity; (ii) that physician has made a written record
19 of this determination and has signed the written record within
20 90 days after the examination; and (iii) the written record has
21 been delivered to the agent. The agent may rely conclusively on
22 the written record.

23 (d) "Person" means an individual, corporation, trust,
24 partnership or other entity, as appropriate to the agency.

25 (e) "Principal" means an individual (including, without
26 limitation, an individual acting as trustee, representative or

1 other fiduciary) who signs a power of attorney or other
2 instrument of agency granting powers to an agent.

3 (Source: P.A. 85-701.)

4 (755 ILCS 45/2-5) (from Ch. 110 1/2, par. 802-5)

5 Sec. 2-5. Duration of agency - amendment and revocation.

6 Unless the agency states an earlier termination date, the
7 agency continues until the death of the principal,
8 notwithstanding any lapse of time, the principal's disability
9 or incapacity or appointment of a guardian for the principal
10 after the agency is signed. Every agency may be amended or
11 revoked by the principal, if the principal has the capacity to
12 do so, at any time and in any manner communicated to the agent
13 or to any other person related to the subject matter of the
14 agency, except that revocation and amendment of health care
15 agencies are governed by Section 4-6 of this Act except to the
16 extent the terms of the agencies are inconsistent with that
17 Section. The execution of a power of attorney does not revoke a
18 power of attorney previously executed by the principal unless
19 the subsequent power of attorney provides that the previous
20 power of attorney is revoked or that all other powers of
21 attorney are revoked.

22 (Source: P.A. 86-736.)

23 (755 ILCS 45/2-7) (from Ch. 110 1/2, par. 802-7)

24 Sec. 2-7. Duty - standard of care - record-keeping -

1 exoneration.

2 (a) The agent shall be under no duty to exercise the powers
3 granted by the agency or to assume control of or responsibility
4 for any of the principal's property, care or affairs,
5 regardless of the principal's physical or mental condition.
6 Whenever a power is exercised, the agent shall ~~use due care to~~
7 act in good faith for the benefit of the principal using due
8 care, competence, and diligence in accordance with the terms of
9 the agency and shall be liable for negligent exercise. An agent
10 who acts with due care for the benefit of the principal shall
11 not be liable or limited merely because the agent also benefits
12 from the act, has individual or conflicting interests in
13 relation to the property, care or affairs of the principal or
14 acts in a different manner with respect to the agency and the
15 agent's individual interests. ~~The agent shall keep a record of~~
16 ~~all receipts, disbursements, and significant actions taken~~
17 ~~under the agency.~~ The agent shall not be affected by any
18 amendment or termination of the agency until the agent has
19 actual knowledge thereof. The agent shall not be liable for any
20 loss due to error of judgment nor for the act or default of any
21 other person.

22 (b) An agent that has accepted appointment must act in
23 accordance with the principal's expectations to the extent
24 actually known to the agent and otherwise in the principal's
25 best interests.

26 (c) An agent shall keep a record of all receipts,

1 disbursements, and significant actions taken under the
2 authority of the agency and shall provide a copy of this record
3 when requested to do so by:

4 (1) the principal, a guardian, another fiduciary
5 acting on behalf of the principal, and, after the death of
6 the principal, the personal representative or successors
7 in interest of the principal's estate;

8 (2) a representative of a provider agency, as defined
9 in Section 2 of the Elder Abuse and Neglect Act, acting in
10 the course of an assessment of a complaint of elder abuse
11 or neglect under that Act;

12 (3) a representative of the Office of the State Long
13 Term Care Ombudsman, acting in the course of an
14 investigation of a complaint of financial exploitation of a
15 nursing home resident under Section 4.04 of the Illinois
16 Act on the Aging;

17 (4) a representative of the Office of Inspector General
18 for the Department of Human Services, acting in the course
19 of an assessment of a complaint of financial exploitation
20 of an adult with disabilities pursuant to Section 35 of the
21 Abuse of Adults with Disabilities Intervention Act; or

22 (5) a court under Section 2-10 of this Act.

23 (d) If the agent fails to provide his or her record of all
24 receipts, disbursements, and significant actions within 21
25 days after a request under subsection (c), the elder abuse
26 provider agency or the State Long Term Care Ombudsman may

1 petition the court for an order requiring the agent to produce
2 his or her record of receipts, disbursements, and significant
3 actions. If the court finds that the agent's failure to provide
4 his or her record in a timely manner to the elder abuse
5 provider agency or the State Long Term Care Ombudsman was
6 without good cause, the court may assess reasonable costs and
7 attorney's fees against the agent, and order such other relief
8 as is appropriate.

9 (e) An agent is not required to disclose receipts,
10 disbursements, or other significant actions conducted on
11 behalf of the principal except as otherwise provided in the
12 power of attorney or as required under subsection (c).

13 (f) An agent that violates this Act is liable to the
14 principal or the principal's successors in interest for the
15 amount required (i) to restore the value of the principal's
16 property to what it would have been had the violation not
17 occurred, and (ii) to reimburse the principal or the
18 principal's successors in interest for the attorney's fees and
19 costs paid on the agent's behalf. This subsection does not
20 limit any other applicable legal or equitable remedies.

21 (Source: P.A. 86-736.)

22 (755 ILCS 45/2-8) (from Ch. 110 1/2, par. 802-8)

23 Sec. 2-8. Reliance on document purporting to establish an
24 agency.

25 (a) Any person who acts in good faith reliance on a copy of

1 a document purporting to establish an agency will be fully
2 protected and released to the same extent as though the reliant
3 had dealt directly with the named principal as a
4 fully-competent person. The named agent shall furnish an
5 affidavit or Agent's Certification and Acceptance of Authority
6 to the reliant on demand stating that the instrument relied on
7 is a true copy of the agency and that, to the best of the named
8 agent's knowledge, the named principal is alive and the
9 relevant powers of the named agent have not been altered or
10 terminated; but good faith reliance on a document purporting to
11 establish an agency will protect the reliant without the
12 affidavit or Agent's Certification and Acceptance of
13 Authority.

14 (b) Upon request, the named agent in a power of attorney
15 shall furnish an Agent's Certification and Acceptance of
16 Authority to the reliant in substantially the following form:

17 AGENT'S CERTIFICATION AND ACCEPTANCE OF AUTHORITY

18 I, (insert name of agent), certify that the
19 attached is a true copy of a power of attorney naming the
20 undersigned as agent or successor agent for
21 (insert name of principal).

22 I certify that to the best of my knowledge the principal
23 had the capacity to execute the power of attorney, is alive,
24 and has not revoked the power of attorney; that my powers as

1 agent have not been altered or terminated; and that the power
2 of attorney remains in full force and effect.

3 I accept appointment as agent under this power of attorney.

4 This certification and acceptance is made under penalty of
5 perjury.*

6 Dated:

7

8 (Agent's Signature)

9

10 (Print Agent's Name)

11

12 (Agent's Address)

13 * (NOTE: Perjury is defined in Section 32-2 of the Criminal
14 Code of 1961, and is a Class 3 felony.)

15 (c) Any person dealing with an agent named in a copy of a
16 document purporting to establish an agency may presume, in the
17 absence of actual knowledge to the contrary, that the document
18 purporting to establish the agency was validly executed, that
19 the agency was validly established, that the named principal
20 was competent at the time of execution, and that, at the time
21 of reliance, the named principal is alive, the agency was
22 validly established and has not terminated or been amended, the
23 relevant powers of the named agent were properly and validly
24 granted and have not terminated or been amended, and the acts
25 of the named agent conform to the standards of this Act. No

1 person relying on a copy of a document purporting to establish
2 an agency shall be required to see to the application of any
3 property delivered to or controlled by the named agent or to
4 question the authority of the named agent.

5 (d) Each person to whom a direction by the named agent in
6 accordance with the terms of the copy of the document
7 purporting to establish an agency is communicated shall comply
8 with that direction, and any person who fails to comply
9 arbitrarily or without reasonable cause shall be subject to
10 civil liability for any damages resulting from noncompliance. A
11 health care provider who complies with Section 4-7 shall not be
12 deemed to have acted arbitrarily or without reasonable cause.

13 (Source: P.A. 90-21, eff. 6-20-97.)

14 (755 ILCS 45/2-10) (from Ch. 110 1/2, par. 802-10)

15 Sec. 2-10. Agency-court relationship.

16 (a) Upon petition by any interested person (including the
17 agent), with such notice to interested persons as the court
18 directs and a finding by the court that the principal lacks
19 either the capacity to control or the capacity to revoke the
20 agency, the court may construe a power of attorney, review the
21 agent's conduct, and grant appropriate relief including
22 compensatory damages. ~~-(a) if~~

23 (b) If the court finds that the agent is not acting for the
24 benefit of the principal in accordance with the terms of the
25 agency or that the agent's action or inaction has caused or

1 threatens substantial harm to the principal's person or
2 property in a manner not authorized or intended by the
3 principal, the court may order a guardian of the principal's
4 person or estate to exercise any powers of the principal under
5 the agency, including the power to revoke the agency, or may
6 enter such other orders without appointment of a guardian as
7 the court deems necessary to provide for the best interests of
8 the principal.

9 (c) If, or (b) if the court finds that the agency requires
10 interpretation, the court may construe the agency and instruct
11 the agent, but the court may not amend the agency.

12 (d) If the court finds that the agent has not acted for the
13 benefit of the principal in accordance with the terms of the
14 agency and the Illinois Power of Attorney Act, or that the
15 agent's action caused or threatened substantial harm to the
16 principal's person or property in a manner not authorized or
17 intended by the principal, then the agent shall not be
18 authorized to pay or be reimbursed from the estate of the
19 principal the attorneys' fees and costs of the agent in
20 defending a proceeding brought pursuant to this Section.

21 (e) Upon a finding that the agent's action has caused
22 substantial harm to the principal's person or property, the
23 court may assess against the agent reasonable costs and
24 attorney's fees to a prevailing party who is a provider agency
25 as defined in Section 2 of the Elder Abuse and Neglect Act, a
26 representative of the Office of the State Long Term Care

1 Ombudsman, or a governmental agency having regulatory
2 authority to protect the welfare of the principal.

3 (f) As used in this Section, the term "interested person"
4 includes (1) the principal or the agent; (2) a guardian of the
5 person, guardian of the estate, or other fiduciary charged with
6 management of the principal's property; (3) the principal's
7 spouse, parent, or descendant; (4) a person who would be a
8 presumptive heir-at-law of the principal; (5) a person named as
9 a beneficiary to receive any property, benefit, or contractual
10 right upon the principal's death, or as a beneficiary of a
11 trust created by or for the principal; (6) a provider agency as
12 defined in Section 2 of the Elder Abuse and Neglect Act, a
13 representative of the Office of the State Long Term Care
14 Ombudsman, or a governmental agency having regulatory
15 authority to protect the welfare of the principal; and (7) the
16 principal's caregiver or another person who demonstrates
17 sufficient interest in the principal's welfare.

18 (g) Absent court order directing a guardian to exercise
19 powers of the principal under the agency, a guardian will have
20 no power, duty or liability with respect to any property
21 subject to the agency or any personal or health care matters
22 covered by the agency.

23 (h) Proceedings under this Section shall be commenced in
24 the county where the guardian was appointed or, if no Illinois
25 guardian is acting, then in the county where the agent or
26 principal resides or where the principal owns real property ~~or,~~

1 ~~if the agent does not reside in Illinois, then in any county.~~

2 (i) This Section shall not be construed to limit any other
3 remedies available.

4 (Source: P.A. 85-701.)

5 (755 ILCS 45/2-10.3 new)

6 Sec. 2-10.3. Successor agents.

7 (a) A principal may designate one or more successor agents
8 to act if an initial or predecessor agent resigns, dies,
9 becomes incapacitated, is not qualified to serve, or declines
10 to serve. A principal may grant authority to another person,
11 designated by name, by office, or by function, including an
12 initial or successor agent, to designate one or more successor
13 agents. Unless a power of attorney otherwise provides, a
14 successor agent has the same authority as that granted to an
15 initial agent.

16 (b) An agent is not liable for the actions of another
17 agent, including a predecessor agent, unless the agent
18 participates in or conceals a breach of fiduciary duty
19 committed by the other agent. An agent who has knowledge of a
20 breach or imminent breach of fiduciary duty by another agent
21 must notify the principal and, if the principal is
22 incapacitated, take whatever actions may be reasonably
23 appropriate in the circumstances to safeguard the principal's
24 best interest.

25 (c) Any person who acts in good faith reliance on the

1 representation of a successor agent regarding the
 2 unavailability of a predecessor agent will be fully protected
 3 and released to the same extent as though the reliant had dealt
 4 directly with the predecessor agent. Upon request, the
 5 successor agent shall furnish an affidavit or Successor Agent's
 6 Certification and Acceptance of Authority to the reliant, but
 7 good faith reliance on a document purporting to establish an
 8 agency will protect the reliant without the affidavit or
 9 Successor Agent's Certification and Acceptance of Authority. A
 10 Successor Agent's Certification and Acceptance of Authority
 11 shall be in substantially the following form:

12 SUCCESSOR AGENT'S

13 CERTIFICATION AND ACCEPTANCE OF AUTHORITY

14 I certify that the attached is a true copy of a power of
 15 attorney naming the undersigned as agent or successor agent for
 16 (insert name of principal).

17 I certify that to the best of my knowledge the principal
 18 had the capacity to execute the power of attorney, is alive,
 19 and has not revoked the power of attorney; that my powers as
 20 agent have not been altered or terminated; and that the power
 21 of attorney remains in full force and effect.

22 I certify that to the best of my knowledge
 23 (insert name of unavailable agent) is unavailable due to
 24 (specify death, resignation, absence,

1 illness, or other temporary incapacity).

2 I accept appointment as agent under this power of attorney.

3 This certification and acceptance is made under penalty of
4 perjury.*

5 Dated:

6

7 (Agent's Signature)

8

9 (Print Agent's Name)

10

11 (Agent's Address)

12 *(NOTE: Perjury is defined in Section 32-2 of the Criminal
13 Code of 1961, and is a Class 3 felony.)

14 (755 ILCS 45/2-10.5 new)

15 Sec. 2-10.5. Co-agents.

16 (a) Co-agents may not be named by a principal in a
17 statutory short form power of attorney for property under
18 Article III or a statutory short form power of attorney for
19 health care under Article IV. In the event that co-agents are
20 named in any other form of power of attorney, then the
21 provisions of this Section shall govern the use and acceptance
22 of co-agency designations.

23 (b) Unless the power of attorney or this Section otherwise
24 provides, authority granted to 2 or more co-agents is
25 exercisable only by their majority consent. However, if prompt

1 action is required to accomplish the purposes of the power of
2 attorney or to avoid irreparable injury to the principal's
3 interests and an agent is unavailable because of absence,
4 illness, or other temporary incapacity, the other agent or
5 agents may act for the principal. If a vacancy occurs in one or
6 more of the designations of agent under a power of attorney,
7 the remaining agent or agents may act for the principal.

8 (c) An agent is not liable for the actions of another
9 agent, including a co-agent or predecessor agent, unless the
10 agent participates in or conceals a breach of fiduciary duty
11 committed by the other agent. An agent who has knowledge of a
12 breach or imminent breach of fiduciary duty by another agent
13 must notify the principal and, if the principal is
14 incapacitated, take whatever actions may be reasonably
15 appropriate in the circumstances to safeguard the principal's
16 best interest.

17 (d) Any person who acts in good faith reliance on the
18 representation of a co-agent regarding the unavailability of a
19 predecessor agent or one or more co-agents, or the need for
20 prompt action to accomplish the purposes of the power of
21 attorney or to avoid irreparable injury to the principal's
22 interests, will be fully protected and released to the same
23 extent as though the reliant had dealt directly with all named
24 agents. Upon request, the co-agent shall furnish an affidavit
25 or Co-Agent's Certification and Acceptance of Authority to the
26 reliant, but good faith reliance on a document purporting to

1 establish an agency will protect the reliant without the
2 affidavit or Co-Agent's Certification and Acceptance of
3 Authority. A Co-Agent's Certification and Acceptance of
4 Authority shall be in substantially the following form:

5 CO-AGENT'S

6 CERTIFICATION AND ACCEPTANCE OF AUTHORITY

7 I certify that the attached is a true copy of a power of
8 attorney naming the undersigned as agent or co-agent for
9 (insert name of principal).

10 I certify that to the best of my knowledge the principal
11 had the capacity to execute the power of attorney, is alive,
12 and has not revoked the power of attorney; that my powers as
13 agent have not been altered or terminated; and that the power
14 of attorney remains in full force and effect.

15 I certify that to the best of my knowledge
16 (insert name of unavailable agent) is unavailable due to
17 (specify death, resignation, absence,
18 illness, or other temporary incapacity).

19 I certify that prompt action is required to accomplish the
20 purposes of the power of attorney or to avoid irreparable
21 injury to the principal's interests.

22 I accept appointment as agent under this power of attorney.

23 This certification and acceptance is made under penalty of
24 perjury.*

1 Dated:

2

3 (Agent's Signature)

4

5 (Print Agent's Name)

6

7 (Agent's Address)

8 * (NOTE: Perjury is defined in Section 32-2 of the Criminal
9 Code of 1961, and is a Class 3 felony.)

10 (755 ILCS 45/2-10.6 new)

11 Sec. 2-10.6. Power of attorney executed in another state or
12 country; pre-existing powers of attorney.

13 (a) A power of attorney executed in another state or
14 country is valid and enforceable in this State if its creation
15 complied when executed with:

16 (1) the law of the state or country in which the power
17 of attorney was executed;

18 (2) the law of this State;

19 (3) the law of the state or country where the principal
20 is domiciled, has a place of abode or business, or is a
21 national; or

22 (4) the law of the state or country where the agent is
23 domiciled or has a place of business.

24 (b) A power of attorney executed in this State before the
25 effective date of this amendatory Act of the 96th General

1 Assembly is valid and enforceable in this State if its creation
2 complied with the law of this State as it existed at the time
3 of execution.

4 (755 ILCS 45/2-11) (from Ch. 110 1/2, par. 802-11)

5 Sec. 2-11. Saving clause. This Act does not in any way
6 invalidate any agency executed or any act of any agent done, or
7 affect any claim, right or remedy that accrued, prior to
8 September 22, 1987.

9 This amendatory Act of the 96th General Assembly does not
10 in any way invalidate any agency executed or any act of any
11 agent done, or affect any claim, right, or remedy that accrued
12 prior to the effective date of this amendatory Act of the 96th
13 General Assembly.

14 (Source: P.A. 86-736.)

15 (755 ILCS 45/3-3) (from Ch. 110 1/2, par. 803-3)

16 Sec. 3-3. Statutory short form power of attorney for
17 property.

18 (a) The ~~following~~ form prescribed in this Section may be
19 known as "statutory property power" and may be used to grant an
20 agent powers with respect to property and financial matters.
21 The "statutory property power" consists of the following: (1)
22 Notice to the Individual Signing the Illinois Statutory Short
23 Form Power of Attorney for Property; (2) Illinois Statutory
24 Short Form Power of Attorney for Property; and (3) Notice to

1 Agent. When a power of attorney in substantially the ~~following~~
2 form prescribed in this Section is used, including all 3 items
3 above, with item (1), the Notice to Individual Signing the
4 Illinois Statutory Short Form Power of Attorney for Property,
5 on a separate sheet (coversheet) in 14-point type ~~the "notice"~~
6 ~~paragraph at the beginning in capital letters~~ and the notarized
7 form of acknowledgment at the end, it shall have the meaning
8 and effect prescribed in this Act.

9 (b) A power of attorney shall also be deemed to be in
10 substantially the same format as the statutory form if the
11 explanatory language throughout the form (the language
12 following the designation "NOTE:") is distinguished in some way
13 from the legal paragraphs in the form, such as the use of
14 boldface or other difference in typeface and font or point
15 size, even if the "Notice" paragraphs at the beginning are not
16 on a separate sheet of paper or are not in 14-point type, or if
17 the principal's initials do not appear in the acknowledgement
18 at the end of the "Notice" paragraphs.

19 The validity of a power of attorney as meeting the
20 requirements of a statutory property power shall not be
21 affected by the fact that one or more of the categories of
22 optional powers listed in the form are struck out or the form
23 includes specific limitations on or additions to the agent's
24 powers, as permitted by the form. Nothing in this Article shall
25 invalidate or bar use by the principal of any other or
26 different form of power of attorney for property. Nonstatutory

1 property powers (i) must be executed by the principal, (ii)
2 must ~~and~~ designate the agent and the agent's powers, (iii) must
3 be signed by at least one witness to the principal's signature,
4 and (iv) must indicate that the principal has acknowledged his
5 or her signature before a notary public. However, nonstatutory
6 property powers, ~~but they need not be acknowledged or~~ conform
7 in any other respect to the statutory property power.

8 (c) The Notice to the Individual Signing the Illinois
9 Statutory Short Form Power of Attorney for Property shall be
10 substantially as follows:

11 "NOTICE TO THE INDIVIDUAL SIGNING THE ILLINOIS
12 STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY.

13 PLEASE READ THIS NOTICE CAREFULLY. The form that you will
14 be signing is a legal document. It is governed by the Illinois
15 Power of Attorney Act. If there is anything about this form
16 that you do not understand, you should ask a lawyer to explain
17 it to you.

18 The purpose of this Power of Attorney is to give your
19 designated "agent" broad powers to handle your financial
20 affairs, which may include the power to pledge, sell, or
21 dispose of any of your real or personal property, even without
22 your consent or any advance notice to you. When using the
23 Statutory Short Form, you may name successor agents, but you
24 may not name co-agents.

1 This form does not impose a duty upon your agent to handle
2 your financial affairs, so it is important that you select an
3 agent who will agree to do this for you. It is also important
4 to select an agent whom you trust, since you are giving that
5 agent control over your financial assets and property. Any
6 agent who does act for you has a duty to act in good faith for
7 your benefit and to use due care, competence, and diligence. He
8 or she must also act in accordance with the law and with the
9 directions in this form. Your agent must keep a record of all
10 receipts, disbursements, and significant actions taken as your
11 agent.

12 Unless you specifically limit the period of time that this
13 Power of Attorney will be in effect, your agent may exercise
14 the powers given to him or her throughout your lifetime, both
15 before and after you become incapacitated. A court, however,
16 can take away the powers of your agent if it finds that the
17 agent is not acting properly. You may also revoke this Power of
18 Attorney if you wish.

19 This Power of Attorney does not authorize your agent to
20 appear in court for you as an attorney-at-law or otherwise to
21 engage in the practice of law unless he or she is a licensed
22 attorney who is authorized to practice law in Illinois.

23 The powers you give your agent are explained more fully in
24 Section 3-4 of the Illinois Power of Attorney Act. This form is
25 a part of that law. The "NOTE" paragraphs throughout this form
26 are instructions.

1 You are not required to sign this Power of Attorney, but it
2 will not take effect without your signature. You should not
3 sign this Power of Attorney if you do not understand everything
4 in it, and what your agent will be able to do if you do sign it.

5 Please place your initials on the following line indicating
6 that you have read this Notice:

7
8 Principal's initials"

9 (d) The Illinois Statutory Short Form Power of Attorney for
10 Property shall be substantially as follows:

11 "ILLINOIS STATUTORY SHORT FORM
12 POWER OF ATTORNEY FOR PROPERTY

13 ~~(NOTICE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE~~
14 ~~THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE~~
15 ~~YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR~~
16 ~~OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT~~
17 ~~ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THIS FORM DOES NOT~~
18 ~~IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS; BUT~~
19 ~~WHEN POWERS ARE EXERCISED, YOUR AGENT WILL HAVE TO USE DUE CARE~~
20 ~~TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS FORM AND~~
21 ~~KEEP A RECORD OF RECEIPTS, DISBURSEMENTS AND SIGNIFICANT~~
22 ~~ACTIONS TAKEN AS AGENT. A COURT CAN TAKE AWAY THE POWERS OF~~

1 ~~YOUR AGENT IF IT FINDS THE AGENT IS NOT ACTING PROPERLY. YOU~~
 2 ~~MAY NAME SUCCESSOR AGENTS UNDER THIS FORM BUT NOT CO AGENTS.~~
 3 ~~UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN THE~~
 4 ~~MANNER PROVIDED BELOW, UNTIL YOU REVOKE THIS POWER OR A COURT~~
 5 ~~ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY EXERCISE~~
 6 ~~THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU~~
 7 ~~BECOME DISABLED. THE POWERS YOU GIVE YOUR AGENT ARE EXPLAINED~~
 8 ~~MORE FULLY IN SECTION 3 4 OF THE ILLINOIS "STATUTORY SHORT FORM~~
 9 ~~POWER OF ATTORNEY FOR PROPERTY LAW" OF WHICH THIS FORM IS A~~
 10 ~~PART (SEE THE BACK OF THIS FORM). THAT LAW EXPRESSLY PERMITS~~
 11 ~~THE USE OF ANY DIFFERENT FORM OF POWER OF ATTORNEY YOU MAY~~
 12 ~~DESIRE. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT~~
 13 ~~UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.)~~

14 ~~POWER OF ATTORNEY made this day of (month)~~
 15 ~~..... (year)~~

16 1. I,, (insert name and address of
 17 principal) hereby revoke all prior powers of attorney for
 18 property executed by me and appoint:

19
 20 (insert name and address of agent)

21 (NOTE: You may not name co-agents using this form.)

22 as my attorney-in-fact (my "agent") to act for me and in my
 23 name (in any way I could act in person) with respect to the
 24 following powers, as defined in Section 3-4 of the "Statutory
 25 Short Form Power of Attorney for Property Law" (including all
 26 amendments), but subject to any limitations on or additions to

1 the specified powers inserted in paragraph 2 or 3 below:

2 (NOTE: You must strike out any one or more of the following
3 categories of powers you do not want your agent to have.

4 Failure to strike the title of any category will cause the
5 powers described in that category to be granted to the agent.

6 To strike out a category you must draw a line through the title
7 of that category.) ~~(YOU MUST STRIKE OUT ANY ONE OR MORE OF THE~~

8 ~~FOLLOWING CATEGORIES OF POWERS YOU DO NOT WANT YOUR AGENT TO~~
9 ~~HAVE. FAILURE TO STRIKE THE TITLE OF ANY CATEGORY WILL CAUSE~~

10 ~~THE POWERS DESCRIBED IN THAT CATEGORY TO BE GRANTED TO THE~~
11 ~~AGENT. TO STRIKE OUT A CATEGORY YOU MUST DRAW A LINE THROUGH~~

12 ~~THE TITLE OF THAT CATEGORY.)~~

13 (a) Real estate transactions.

14 (b) Financial institution transactions.

15 (c) Stock and bond transactions.

16 (d) Tangible personal property transactions.

17 (e) Safe deposit box transactions.

18 (f) Insurance and annuity transactions.

19 (g) Retirement plan transactions.

20 (h) Social Security, employment and military service
21 benefits.

22 (i) Tax matters.

23 (j) Claims and litigation.

24 (k) Commodity and option transactions.

25 (l) Business operations.

1 (m) Borrowing transactions.

2 (n) Estate transactions.

3 (o) All other property ~~powers and~~ transactions.

4 (NOTE: Limitations on and additions to the agent's powers may
5 be included in this power of attorney if they are specifically
6 described below.) ~~(LIMITATIONS ON AND ADDITIONS TO THE AGENT'S~~
7 ~~POWERS MAY BE INCLUDED IN THIS POWER OF ATTORNEY IF THEY ARE~~
8 ~~SPECIFICALLY DESCRIBED BELOW.)~~

9 2. The powers granted above shall not include the following
10 powers or shall be modified or limited in the following
11 particulars:

12 (NOTE: Here ~~here~~ you may include any specific limitations you
13 deem appropriate, such as a prohibition or conditions on the
14 sale of particular stock or real estate or special rules on
15 borrowing by the agent.) ÷

16
17
18
19
20

21 3. In addition to the powers granted above, I grant my
22 agent the following powers:

23 (NOTE: Here ~~here~~ you may add any other delegable powers
24 including, without limitation, power to make gifts, exercise
25 powers of appointment, name or change beneficiaries or joint
26 tenants or revoke or amend any trust specifically referred to

1 below.) ÷

2
3
4
5
6

7 (NOTE: Your agent will have authority to employ other persons
8 as necessary to enable the agent to properly exercise the
9 powers granted in this form, but your agent will have to make
10 all discretionary decisions. If you want to give your agent the
11 right to delegate discretionary decision-making powers to
12 others, you should keep paragraph 4, otherwise it should be
13 struck out.) ~~(YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER~~
14 ~~PERSONS AS NECESSARY TO ENABLE THE AGENT TO PROPERLY EXERCISE~~
15 ~~THE POWERS GRANTED IN THIS FORM, BUT YOUR AGENT WILL HAVE TO~~
16 ~~MAKE ALL DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR~~
17 ~~AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION MAKING~~
18 ~~POWERS TO OTHERS, YOU SHOULD KEEP THE NEXT SENTENCE, OTHERWISE~~
19 ~~IT SHOULD BE STRUCK OUT.)~~

20 4. My agent shall have the right by written instrument to
21 delegate any or all of the foregoing powers involving
22 discretionary decision-making to any person or persons whom my
23 agent may select, but such delegation may be amended or revoked
24 by any agent (including any successor) named by me who is
25 acting under this power of attorney at the time of reference.

26 (NOTE: Your agent will be entitled to reimbursement for all

1 reasonable expenses incurred in acting under this power of
 2 attorney. Strike out paragraph 5 if you do not want your agent
 3 to also be entitled to reasonable compensation for services as
 4 agent.) ~~(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL~~
 5 ~~REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF~~
 6 ~~ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR~~
 7 ~~AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR~~
 8 ~~SERVICES AS AGENT.)~~

9 5. My agent shall be entitled to reasonable compensation
 10 for services rendered as agent under this power of attorney.

11 (NOTE: This power of attorney may be amended or revoked by you
 12 at any time and in any manner. Absent amendment or revocation,
 13 the authority granted in this power of attorney will become
 14 effective at the time this power is signed and will continue
 15 until your death, unless a limitation on the beginning date or
 16 duration is made by initialing and completing one or both of
 17 paragraphs 6 and 7:) ~~(THIS POWER OF ATTORNEY MAY BE AMENDED OR~~
 18 ~~REVOKED BY YOU AT ANY TIME AND IN ANY MANNER. ABSENT AMENDMENT~~
 19 ~~OR REVOCATION, THE AUTHORITY GRANTED IN THIS POWER OF ATTORNEY~~
 20 ~~WILL BECOME EFFECTIVE AT THE TIME THIS POWER IS SIGNED AND WILL~~
 21 ~~CONTINUE UNTIL YOUR DEATH UNLESS A LIMITATION ON THE BEGINNING~~
 22 ~~DATE OR DURATION IS MADE BY INITIALING AND COMPLETING EITHER~~
 23 ~~(OR BOTH) OF THE FOLLOWING:)~~

24 6. () This power of attorney shall become effective on
 25

26 (NOTE: Insert ~~insert~~ a future date or event during your

1 lifetime, such as a court determination of your disability or a
2 written determination by your physician that you are
3 incapacitated, when you want this power to first take effect.)

4 7. () This power of attorney shall terminate on
5
6 (NOTE: Insert ~~insert~~ a future date or event, such as a court
7 determination that you are not under a legal disability or a
8 written determination by your physician that you are not
9 incapacitated, if ~~of your disability, when~~ you want this power
10 to terminate prior to your death.)

11 (NOTE: If you wish to name one or more successor agents, insert
12 the name and address of each successor agent in paragraph 8.)
13 ~~(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND~~
14 ~~ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)~~

15 8. If any agent named by me shall die, become incompetent,
16 resign or refuse to accept the office of agent, I name the
17 following (each to act alone and successively, in the order
18 named) as successor(s) to such agent:

19
20

21 For purposes of this paragraph 8, a person shall be considered
22 to be incompetent if and while the person is a minor or an
23 adjudicated incompetent or disabled person or the person is
24 unable to give prompt and intelligent consideration to business
25 matters, as certified by a licensed physician.

26 (NOTE: If you wish to, you may name your agent as guardian of

1 your estate if a court decides that one should be appointed. To
 2 do this, retain paragraph 9, and the court will appoint your
 3 agent if the court finds that this appointment will serve your
 4 best interests and welfare. Strike out paragraph 9 if you do
 5 not want your agent to act as guardian.) ~~(IF YOU WISH TO NAME~~
 6 ~~YOUR AGENT AS GUARDIAN OF YOUR ESTATE, IN THE EVENT A COURT~~
 7 ~~DECIDES THAT ONE SHOULD BE APPOINTED, YOU MAY, BUT ARE NOT~~
 8 ~~REQUIRED TO, DO SO BY RETAINING THE FOLLOWING PARAGRAPH. THE~~
 9 ~~COURT WILL APPOINT YOUR AGENT IF THE COURT FINDS THAT SUCH~~
 10 ~~APPOINTMENT WILL SERVE YOUR BEST INTERESTS AND WELFARE. STRIKE~~
 11 ~~OUT PARAGRAPH 9 IF YOU DO NOT WANT YOUR AGENT TO ACT AS~~
 12 ~~GUARDIAN.)~~

13 9. If a guardian of my estate (my property) is to be
 14 appointed, I nominate the agent acting under this power of
 15 attorney as such guardian, to serve without bond or security.

16 10. I am fully informed as to all the contents of this form
 17 and understand the full import of this grant of powers to my
 18 agent.

19 (NOTE: This form does not authorize your agent to appear in
 20 court for you as an attorney-at-law or otherwise to engage in
 21 the practice of law unless he or she is a licensed attorney who
 22 is authorized to practice law in Illinois.)

23 11. The Notice to Agent is incorporated by reference and
 24 included as part of this form.

25 Dated:

26 Signed

(principal)

~~(YOU MAY, BUT ARE NOT REQUIRED TO, REQUEST YOUR AGENT AND SUCCESSOR AGENTS TO PROVIDE SPECIMEN SIGNATURES BELOW. IF YOU INCLUDE SPECIMEN SIGNATURES IN THIS POWER OF ATTORNEY, YOU MUST COMPLETE THE CERTIFICATION OPPOSITE THE SIGNATURES OF THE AGENTS.)~~

~~Specimen signatures of agent (and successors)~~

~~I certify that the signatures of my agent (and successors) are correct.~~

~~.....~~

~~.....~~

~~(agent)~~

~~(principal)~~

~~.....~~

~~.....~~

~~(successor agent)~~

~~(principal)~~

~~.....~~

~~.....~~

~~(successor agent)~~

~~(principal)~~

(NOTE: This power of attorney will not be effective unless it is signed by at least one witness and your signature is notarized, using the form below. The notary may not also sign as a witness.) ~~(THIS POWER OF ATTORNEY WILL NOT BE EFFECTIVE UNLESS IT IS NOTARIZED AND SIGNED BY AT LEAST ONE ADDITIONAL WITNESS, USING THE FORM BELOW.)~~

The undersigned witness certifies that, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before

1 me and the notary public and acknowledged signing and
 2 delivering the instrument as the free and voluntary act of the
 3 principal, for the uses and purposes therein set forth. I
 4 believe him or her to be of sound mind and memory. The
 5 undersigned witness also certifies that the witness is not: (a)
 6 the attending physician or mental health service provider or a
 7 relative of the physician or provider; (b) an owner, operator,
 8 or relative of an owner or operator of a health care facility
 9 in which the principal is a patient or resident; (c) a parent,
 10 sibling, descendant, or any spouse of such parent, sibling, or
 11 descendant of either the principal or any agent or successor
 12 agent under the foregoing power of attorney, whether such
 13 relationship is by blood, marriage, or adoption; or (d) an
 14 agent or successor agent under the foregoing power of attorney.

15 Dated:

16

17 Witness

18 (NOTE: Illinois requires only one witness, but other
 19 jurisdictions may require more than one witness. If you wish to
 20 have a second witness, have him or her certify and sign here:)

21 (Second witness) The undersigned witness certifies that
 22, known to me to be the same person whose name
 23 is subscribed as principal to the foregoing power of attorney,
 24 appeared before me and the notary public and acknowledged

1 signing and delivering the instrument as the free and voluntary
 2 act of the principal, for the uses and purposes therein set
 3 forth. I believe him or her to be of sound mind and memory. The
 4 undersigned witness also certifies that the witness is not: (a)
 5 the attending physician or mental health service provider or a
 6 relative of the physician or provider; (b) an owner, operator,
 7 or relative of an owner or operator of a health care facility
 8 in which the principal is a patient or resident; (c) a parent,
 9 sibling, descendant, or any spouse of such parent, sibling, or
 10 descendant of either the principal or any agent or successor
 11 agent under the foregoing power of attorney, whether such
 12 relationship is by blood, marriage, or adoption; or (d) an
 13 agent or successor agent under the foregoing power of attorney.

14 Dated:

15

16 Witness

17 State of

18) SS.

19 County of

20 The undersigned, a notary public in and for the above
 21 county and state, certifies that,
 22 known to me to be the same person whose name is subscribed as
 23 principal to the foregoing power of attorney, appeared before
 24 me and the witness(es) (and)
 25 ~~additional witness~~ in person and acknowledged signing and

1 delivering the instrument as the free and voluntary act of the
2 principal, for the uses and purposes therein set forth (, and
3 certified to the correctness of the signature(s) of the
4 agent(s)).

5 Dated: ~~(SEAL)~~

6

7 Notary Public

8 My commission expires

9 (NOTE: You may, but are not required to, request your agent and
10 successor agents to provide specimen signatures below. If you
11 include specimen signatures in this power of attorney, you must
12 complete the certification opposite the signatures of the
13 agents.)

14 Specimen signatures of
15 agent (and successors)

I certify that the signatures
of my agent (and successors)
are genuine.

16
17

.....

18 (agent)

(principal)

19

.....

20 (successor agent)

(principal)

21

.....

22 (successor agent)

(principal)

23 ~~The undersigned witness certifies that, known~~

1 ~~to me to be the same person whose name is subscribed as~~
 2 ~~principal to the foregoing power of attorney, appeared before~~
 3 ~~me and the notary public and acknowledged signing and~~
 4 ~~delivering the instrument as the free and voluntary act of the~~
 5 ~~principal, for the uses and purposes therein set forth. I~~
 6 ~~believe him or her to be of sound mind and memory.~~

7 Dated: (SEAL)

8
 9 Witness

10 (NOTE: The name, address, and phone number of the person
 11 preparing this form or who assisted the principal in completing
 12 this form should be inserted below.) ~~(THE NAME AND ADDRESS OF~~
 13 ~~THE PERSON PREPARING THIS FORM SHOULD BE INSERTED IF THE AGENT~~
 14 ~~WILL HAVE POWER TO CONVEY ANY INTEREST IN REAL ESTATE.)~~

15 Name:

16 Address:

17

18

19 Phone:

20 ~~This document was prepared by:~~

21
 22 "

23 (e) Notice to Agent. The following form may be known as
 24 "Notice to Agent" and shall be supplied to an agent appointed

1 under a power of attorney for property.

2 "NOTICE TO AGENT

3 When you accept the authority granted under this power of
4 attorney a special legal relationship, known as agency, is
5 created between you and the principal. Agency imposes upon you
6 duties that continue until you resign or the power of attorney
7 is terminated or revoked.

8 As agent you must:

9 (1) do what you know the principal reasonably expects
10 you to do with the principal's property;

11 (2) act in good faith for the best interest of the
12 principal, using due care, competence, and diligence;

13 (3) keep a complete and detailed record of all
14 receipts, disbursements, and significant actions conducted
15 for the principal;

16 (4) attempt to preserve the principal's estate plan, to
17 the extent actually known by the agent, if preserving the
18 plan is consistent with the principal's best interest; and

19 (5) cooperate with a person who has authority to make
20 health care decisions for the principal to carry out the
21 principal's reasonable expectations to the extent actually
22 in the principal's best interest.

23 As agent you must not do any of the following:

24 (1) act so as to create a conflict of interest that is
25 inconsistent with the other principles in this Notice to

1 Agent;

2 (2) do any act beyond the authority granted in this
3 power of attorney;

4 (3) commingle the principal's funds with your funds;

5 (4) borrow funds or other property from the principal,
6 unless otherwise authorized;

7 (5) continue acting on behalf of the principal if you
8 learn of any event that terminates this power of attorney
9 or your authority under this power of attorney, such as the
10 death of the principal, your legal separation from the
11 principal, or the dissolution of your marriage to the
12 principal.

13 If you have special skills or expertise, you must use those
14 special skills and expertise when acting for the principal. You
15 must disclose your identity as an agent whenever you act for
16 the principal by writing or printing the name of the principal
17 and signing your own name "as Agent" in the following manner:

18 "(Principal's Name) by (Your Name) as Agent"

19 The meaning of the powers granted to you is contained in
20 Section 3-4 of the Illinois Power of Attorney Act, which is
21 incorporated by reference into the body of the power of
22 attorney for property document.

23 If you violate your duties as agent or act outside the
24 authority granted to you, you may be liable for any damages,
25 including attorney's fees and costs, caused by your violation.

26 If there is anything about this document or your duties

1 that you do not understand, you should seek legal advice from
2 an attorney."

3 (f) The requirement of the signature of a witness in
4 addition to the principal and the notary, an additional witness
5 imposed by Public Act 91-790, this amendatory Act of the 91st
6 General Assembly applies only to instruments executed on or
7 after June 9, 2000 (the effective date of that Public Act).
8 this amendatory Act of the 91st General Assembly.

9 (NOTE: This amendatory Act of the 96th General Assembly deletes
10 provisions that referred to the one required witness as an
11 "additional witness", and it also provides for the signature of
12 an optional "second witness".)

13 (Source: P.A. 91-790, eff. 6-9-00.)

14 (755 ILCS 45/3-3.6 new)

15 Sec. 3-3.6. Limitations on who may witness property powers.

16 (a) Every property power shall bear the signature of a
17 witness to the signing of the agency and shall be notarized.
18 None of the following may serve as a witness to the signing of
19 a property power or as a notary public notarizing the property
20 power:

21 (1) the attending physician or mental health service
22 provider of the principal, or a relative of the physician
23 or provider;

24 (2) an owner, operator, or relative of an owner or

1 operator of a health care facility in which the principal
2 is a patient or resident;

3 (3) a parent, sibling, or descendant, or the spouse of
4 a parent, sibling, or descendant, of either the principal
5 or any agent or successor agent, regardless of whether the
6 relationship is by blood, marriage, or adoption;

7 (4) an agent or successor agent for property.

8 (b) The prohibition on the operator of a health care
9 facility from serving as a witness shall extend to directors
10 and executive officers of an operator that is a corporate
11 entity but not other employees of the operator.

12 (755 ILCS 45/3-4) (from Ch. 110 1/2, par. 803-4)

13 Sec. 3-4. Explanation of powers granted in the statutory
14 short form power of attorney for property. This Section defines
15 each category of powers listed in the statutory short form
16 power of attorney for property and the effect of granting
17 powers to an agent, and is incorporated by reference into the
18 statutory short form. Incorporation by reference does not
19 require physical attachment of a copy of this Section 3-4 to
20 the statutory short form power of attorney for property. When
21 the title of any of the following categories is retained (not
22 struck out) in a statutory property power form, the effect will
23 be to grant the agent all of the principal's rights, powers and
24 discretions with respect to the types of property and
25 transactions covered by the retained category, subject to any

1 limitations on the granted powers that appear on the face of
2 the form. The agent will have authority to exercise each
3 granted power for and in the name of the principal with respect
4 to all of the principal's interests in every type of property
5 or transaction covered by the granted power at the time of
6 exercise, whether the principal's interests are direct or
7 indirect, whole or fractional, legal, equitable or
8 contractual, as a joint tenant or tenant in common or held in
9 any other form; but the agent will not have power under any of
10 the statutory categories (a) through (o) to make gifts of the
11 principal's property, to exercise powers to appoint to others
12 or to change any beneficiary whom the principal has designated
13 to take the principal's interests at death under any will,
14 trust, joint tenancy, beneficiary form or contractual
15 arrangement. The agent will be under no duty to exercise
16 granted powers or to assume control of or responsibility for
17 the principal's property or affairs; but when granted powers
18 are exercised, the agent will be required ~~to use due care~~ to
19 act in good faith for the benefit of the principal using due
20 care, competence, and diligence in accordance with the terms of
21 the statutory property power and will be liable for negligent
22 exercise. The agent may act in person or through others
23 reasonably employed by the agent for that purpose and will have
24 authority to sign and deliver all instruments, negotiate and
25 enter into all agreements and do all other acts reasonably
26 necessary to implement the exercise of the powers granted to

1 the agent.

2 (a) Real estate transactions. The agent is authorized to:
3 buy, sell, exchange, rent and lease real estate (which term
4 includes, without limitation, real estate subject to a land
5 trust and all beneficial interests in and powers of direction
6 under any land trust); collect all rent, sale proceeds and
7 earnings from real estate; convey, assign and accept title to
8 real estate; grant easements, create conditions and release
9 rights of homestead with respect to real estate; create land
10 trusts and exercise all powers under land trusts; hold,
11 possess, maintain, repair, improve, subdivide, manage, operate
12 and insure real estate; pay, contest, protest and compromise
13 real estate taxes and assessments; and, in general, exercise
14 all powers with respect to real estate which the principal
15 could if present and under no disability.

16 (b) Financial institution transactions. The agent is
17 authorized to: open, close, continue and control all accounts
18 and deposits in any type of financial institution (which term
19 includes, without limitation, banks, trust companies, savings
20 and building and loan associations, credit unions and brokerage
21 firms); deposit in and withdraw from and write checks on any
22 financial institution account or deposit; and, in general,
23 exercise all powers with respect to financial institution
24 transactions which the principal could if present and under no
25 disability. This authorization shall also apply to any Totten
26 Trust, Payable on Death Account, or comparable trust account

1 arrangement where the terms of such trust are contained
2 entirely on the financial institution's signature card,
3 insofar as an agent shall be permitted to withdraw income or
4 principal from such account, unless this authorization is
5 expressly limited or withheld under paragraph 2 of the form
6 prescribed under Section 3-3. This authorization shall not
7 apply to accounts titled in the name of any trust subject to
8 the provisions of the Trusts and Trustees Act, for which
9 specific reference to the trust and a specific grant of
10 authority to the agent to withdraw income or principal from
11 such trust is required pursuant to Section 2-9 of the Illinois
12 Power of Attorney Act and subsection (n) of this Section.

13 (c) Stock and bond transactions. The agent is authorized
14 to: buy and sell all types of securities (which term includes,
15 without limitation, stocks, bonds, mutual funds and all other
16 types of investment securities and financial instruments);
17 collect, hold and safekeep all dividends, interest, earnings,
18 proceeds of sale, distributions, shares, certificates and
19 other evidences of ownership paid or distributed with respect
20 to securities; exercise all voting rights with respect to
21 securities in person or by proxy, enter into voting trusts and
22 consent to limitations on the right to vote; and, in general,
23 exercise all powers with respect to securities which the
24 principal could if present and under no disability.

25 (d) Tangible personal property transactions. The agent is
26 authorized to: buy and sell, lease, exchange, collect, possess

1 and take title to all tangible personal property; move, store,
2 ship, restore, maintain, repair, improve, manage, preserve,
3 insure and safekeep tangible personal property; and, in
4 general, exercise all powers with respect to tangible personal
5 property which the principal could if present and under no
6 disability.

7 (e) Safe deposit box transactions. The agent is authorized
8 to: open, continue and have access to all safe deposit boxes;
9 sign, renew, release or terminate any safe deposit contract;
10 drill or surrender any safe deposit box; and, in general,
11 exercise all powers with respect to safe deposit matters which
12 the principal could if present and under no disability.

13 (f) Insurance and annuity transactions. The agent is
14 authorized to: procure, acquire, continue, renew, terminate or
15 otherwise deal with any type of insurance or annuity contract
16 (which terms include, without limitation, life, accident,
17 health, disability, automobile casualty, property or liability
18 insurance); pay premiums or assessments on or surrender and
19 collect all distributions, proceeds or benefits payable under
20 any insurance or annuity contract; and, in general, exercise
21 all powers with respect to insurance and annuity contracts
22 which the principal could if present and under no disability.

23 (g) Retirement plan transactions. The agent is authorized
24 to: contribute to, withdraw from and deposit funds in any type
25 of retirement plan (which term includes, without limitation,
26 any tax qualified or nonqualified pension, profit sharing,

1 stock bonus, employee savings and other retirement plan,
2 individual retirement account, deferred compensation plan and
3 any other type of employee benefit plan); select and change
4 payment options for the principal under any retirement plan;
5 make rollover contributions from any retirement plan to other
6 retirement plans or individual retirement accounts; exercise
7 all investment powers available under any type of self-directed
8 retirement plan; and, in general, exercise all powers with
9 respect to retirement plans and retirement plan account
10 balances which the principal could if present and under no
11 disability.

12 (h) Social Security, unemployment and military service
13 benefits. The agent is authorized to: prepare, sign and file
14 any claim or application for Social Security, unemployment or
15 military service benefits; sue for, settle or abandon any
16 claims to any benefit or assistance under any federal, state,
17 local or foreign statute or regulation; control, deposit to any
18 account, collect, receipt for, and take title to and hold all
19 benefits under any Social Security, unemployment, military
20 service or other state, federal, local or foreign statute or
21 regulation; and, in general, exercise all powers with respect
22 to Social Security, unemployment, military service and
23 governmental benefits which the principal could if present and
24 under no disability.

25 (i) Tax matters. The agent is authorized to: sign, verify
26 and file all the principal's federal, state and local income,

1 gift, estate, property and other tax returns, including joint
2 returns and declarations of estimated tax; pay all taxes;
3 claim, sue for and receive all tax refunds; examine and copy
4 all the principal's tax returns and records; represent the
5 principal before any federal, state or local revenue agency or
6 taxing body and sign and deliver all tax powers of attorney on
7 behalf of the principal that may be necessary for such
8 purposes; waive rights and sign all documents on behalf of the
9 principal as required to settle, pay and determine all tax
10 liabilities; and, in general, exercise all powers with respect
11 to tax matters which the principal could if present and under
12 no disability.

13 (j) Claims and litigation. The agent is authorized to:
14 institute, prosecute, defend, abandon, compromise, arbitrate,
15 settle and dispose of any claim in favor of or against the
16 principal or any property interests of the principal; collect
17 and receipt for any claim or settlement proceeds and waive or
18 release all rights of the principal; employ attorneys and
19 others and enter into contingency agreements and other
20 contracts as necessary in connection with litigation; and, in
21 general, exercise all powers with respect to claims and
22 litigation which the principal could if present and under no
23 disability. The statutory short form power of attorney for
24 property does not authorize the agent to appear in court or any
25 tribunal as an attorney-at-law for the principal or otherwise
26 to engage in the practice of law without being a licensed

1 attorney who is authorized to practice law in Illinois under
2 applicable Illinois Supreme Court Rules.

3 (k) Commodity and option transactions. The agent is
4 authorized to: buy, sell, exchange, assign, convey, settle and
5 exercise commodities futures contracts and call and put options
6 on stocks and stock indices traded on a regulated options
7 exchange and collect and receipt for all proceeds of any such
8 transactions; establish or continue option accounts for the
9 principal with any securities or futures broker; and, in
10 general, exercise all powers with respect to commodities and
11 options which the principal could if present and under no
12 disability.

13 (l) Business operations. The agent is authorized to:
14 organize or continue and conduct any business (which term
15 includes, without limitation, any farming, manufacturing,
16 service, mining, retailing or other type of business operation)
17 in any form, whether as a proprietorship, joint venture,
18 partnership, corporation, trust or other legal entity;
19 operate, buy, sell, expand, contract, terminate or liquidate
20 any business; direct, control, supervise, manage or
21 participate in the operation of any business and engage,
22 compensate and discharge business managers, employees, agents,
23 attorneys, accountants and consultants; and, in general,
24 exercise all powers with respect to business interests and
25 operations which the principal could if present and under no
26 disability.

1 (m) Borrowing transactions. The agent is authorized to:
2 borrow money; mortgage or pledge any real estate or tangible or
3 intangible personal property as security for such purposes;
4 sign, renew, extend, pay and satisfy any notes or other forms
5 of obligation; and, in general, exercise all powers with
6 respect to secured and unsecured borrowing which the principal
7 could if present and under no disability.

8 (n) Estate transactions. The agent is authorized to:
9 accept, receipt for, exercise, release, reject, renounce,
10 assign, disclaim, demand, sue for, claim and recover any
11 legacy, bequest, devise, gift or other property interest or
12 payment due or payable to or for the principal; assert any
13 interest in and exercise any power over any trust, estate or
14 property subject to fiduciary control; establish a revocable
15 trust solely for the benefit of the principal that terminates
16 at the death of the principal and is then distributable to the
17 legal representative of the estate of the principal; and, in
18 general, exercise all powers with respect to estates and trusts
19 which the principal could if present and under no disability;
20 provided, however, that the agent may not make or change a will
21 and may not revoke or amend a trust revocable or amendable by
22 the principal or require the trustee of any trust for the
23 benefit of the principal to pay income or principal to the
24 agent unless specific authority to that end is given, and
25 specific reference to the trust is made, in the statutory
26 property power form.

1 (o) All other property ~~powers and~~ transactions. The agent
2 is authorized to: exercise all possible authority powers of the
3 principal with respect to all possible types of property and
4 interests in property, except to the extent limited in
5 subsections (a) through (n) of this Section 3-4 and to the
6 extent that the principal otherwise limits the generality of
7 this category (o) by striking out one or more of categories (a)
8 through (n) or by specifying other limitations in the statutory
9 property power form.

10 (Source: P.A. 94-938, eff. 1-1-07.)

11 (755 ILCS 45/3-5 new)

12 Sec. 3-5. Savings clause. This amendatory Act of the 96th
13 General Assembly does not in any way invalidate any property
14 power executed or any act of any agent done, or affect any
15 claim, right, or remedy that accrued, prior to the effective
16 date of this amendatory Act of the 96th General Assembly.

17 (755 ILCS 45/4-4) (from Ch. 110 1/2, par. 804-4)

18 Sec. 4-4. Definitions. As used in this Article:

19 (a) "Attending physician" means the physician who has
20 primary responsibility at the time of reference for the
21 treatment and care of the patient.

22 (b) "Health care" means any care, treatment, service or
23 procedure to maintain, diagnose, treat or provide for the
24 patient's physical or mental health or personal care.

1 (c) "Health care agency" means an agency governing any type
2 of health care, anatomical gift, autopsy or disposition of
3 remains for and on behalf of a patient and refers to the power
4 of attorney or other written instrument defining the agency or
5 the agency, itself, as appropriate to the context.

6 (d) "Health care provider" or "provider" means the
7 attending physician and any other person administering health
8 care to the patient at the time of reference who is licensed,
9 certified, or otherwise authorized or permitted by law to
10 administer health care in the ordinary course of business or
11 the practice of a profession, including any person employed by
12 or acting for any such authorized person.

13 (e) "Patient" means the principal or, if the agency governs
14 health care for a minor child of the principal, then the child.

15 (f) "Incurable or irreversible condition" means an illness
16 or injury (i) for which there is no reasonable prospect of cure
17 or recovery, (ii) that ultimately will cause the patient's
18 death even if life-sustaining treatment is initiated or
19 continued, (iii) that imposes severe pain or otherwise imposes
20 an inhumane burden on the patient, or (iv) for which initiating
21 or continuing life-sustaining treatment, in light of the
22 patient's medical condition, provides only minimal medical
23 benefit.

24 (g) "Permanent unconsciousness" means a condition that, to
25 a high degree of medical certainty, (i) will last permanently,
26 without improvement, (ii) in which thought, sensation,

1 purposeful action, social interaction, and awareness of self
2 and environment are absent, and (iii) for which initiating or
3 continuing life-sustaining treatment, in light of the
4 patient's medical condition, provides only minimal medical
5 benefit. For the purposes of this definition, "medical benefit"
6 means a chance to cure or reverse a condition.

7 (h) "Terminal condition" means an illness or injury for
8 which there is no reasonable prospect of cure or recovery,
9 death is imminent, and the application of life-sustaining
10 treatment would only prolong the dying process.

11 (Source: P.A. 85-701.)

12 (755 ILCS 45/4-5.1 new)

13 Sec. 4-5.1. Limitations on who may witness health care
14 agencies.

15 (a) Every health care agency shall bear the signature of a
16 witness to the signing of the agency. None of the following may
17 serve as a witness to the signing of a health care agency:

18 (1) the attending physician or mental health service
19 provider of the principal, or a relative of the physician
20 or provider;

21 (2) an owner, operator, or relative of an owner or
22 operator of a health care facility in which the principal
23 is a patient or resident;

24 (3) a parent, sibling, or descendant, or the spouse of
25 a parent, sibling, or descendant, of either the principal

1 or any agent or successor agent, regardless of whether the
2 relationship is by blood, marriage, or adoption;

3 (4) an agent or successor agent for health care.

4 (b) The prohibition on the operator of a health care
5 facility from serving as a witness shall extend to directors
6 and executive officers of an operator that is a corporate
7 entity but not other employees of the operator.

8 (755 ILCS 45/4-10) (from Ch. 110 1/2, par. 804-10)

9 Sec. 4-10. Statutory short form power of attorney for
10 health care.

11 (a) The ~~following~~ form prescribed in this Section
12 (sometimes also referred to in this Act as the "statutory
13 health care power") may be used to grant an agent powers with
14 respect to the principal's own health care; but the statutory
15 health care power is not intended to be exclusive nor to cover
16 delegation of a parent's power to control the health care of a
17 minor child, and no provision of this Article shall be
18 construed to invalidate or bar use by the principal of any
19 other or different form of power of attorney for health care.
20 Nonstatutory health care powers must be executed by the
21 principal, designate the agent and the agent's powers, and
22 comply with Section 4-5 of this Article, but they need not be
23 witnessed or conform in any other respect to the statutory
24 health care power. When a power of attorney in substantially
25 the ~~following~~ form prescribed in this Section is used,

1 including the "Notice to the Individual Signing the Illinois
2 Statutory Short Form Power of Attorney for Health Care" (or
3 "Notice" paragraphs) ~~"notice" paragraph~~ at the beginning of the
4 form on a separate sheet in 14-point type ~~in capital letters,~~
5 it shall have the meaning and effect prescribed in this Act. A
6 power of attorney for health care shall be deemed to be in
7 substantially the same format as the statutory form if the
8 explanatory language throughout the form (the language
9 following the designation "NOTE:") is distinguished in some way
10 from the legal paragraphs in the form, such as the use of
11 boldface or other difference in typeface and font or point
12 size, even if the "Notice" paragraphs at the beginning are not
13 on a separate sheet of paper or are not in 14-point type, or if
14 the principal's initials do not appear in the acknowledgement
15 at the end of the "Notice" paragraphs. The statutory health
16 care power may be included in or combined with any other form
17 of power of attorney governing property or other matters.

18 (b) The Illinois Statutory Short Form Power of Attorney for
19 Health Care shall be substantially as follows:

20 "NOTICE TO THE INDIVIDUAL SIGNING THE ILLINOIS
21 STATUTORY SHORT FORM POWER OF ATTORNEY FOR HEALTH CARE

22 PLEASE READ THIS NOTICE CAREFULLY. The form that you will
23 be signing is a legal document. It is governed by the Illinois
24 Power of Attorney Act. If there is anything about this form

1 that you do not understand, you should ask a lawyer to explain
2 it to you.

3 The purpose of this Power of Attorney is to give your
4 designated "agent" broad powers to make health care decisions
5 for you, including the power to require, consent to, or
6 withdraw treatment for any physical or mental condition, and to
7 admit you or discharge you from any hospital, home, or other
8 institution. You may name successor agents under this form, but
9 you may not name co-agents.

10 This form does not impose a duty upon your agent to make
11 such health care decisions, so it is important that you select
12 an agent who will agree to do this for you and who will make
13 those decisions as you would wish. It is also important to
14 select an agent whom you trust, since you are giving that agent
15 control over your medical decision-making, including
16 end-of-life decisions. Any agent who does act for you has a
17 duty to act in good faith for your benefit and to use due care,
18 competence, and diligence. He or she must also act in
19 accordance with the law and with the statements in this form.
20 Your agent must keep a record of all significant actions taken
21 as your agent.

22 Unless you specifically limit the period of time that this
23 Power of Attorney will be in effect, your agent may exercise
24 the powers given to him or her throughout your lifetime, even
25 after you become disabled. A court, however, can take away the
26 powers of your agent if it finds that the agent is not acting

1 properly. You may also revoke this Power of Attorney if you
2 wish.

3 The Powers you give your agent, your right to revoke those
4 powers, and the penalties for violating the law are explained
5 more fully in Sections 4-5, 4-6, and 4-10(b) of the Illinois
6 Power of Attorney Act. This form is a part of that law. The
7 "NOTE" paragraphs throughout this form are instructions.

8 You are not required to sign this Power of Attorney, but it
9 will not take effect without your signature. You should not
10 sign it if you do not understand everything in it, and what
11 your agent will be able to do if you do sign it.

12 Please put your initials on the following line indicating
13 that you have read this Notice:

14
15 (Principal's initials)"

16 "ILLINOIS STATUTORY SHORT FORM
17 POWER OF ATTORNEY FOR HEALTH CARE

18 ~~(NOTICE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE~~
19 ~~THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO MAKE~~
20 ~~HEALTH CARE DECISIONS FOR YOU, INCLUDING POWER TO REQUIRE,~~
21 ~~CONSENT TO OR WITHDRAW ANY TYPE OF PERSONAL CARE OR MEDICAL~~
22 ~~TREATMENT FOR ANY PHYSICAL OR MENTAL CONDITION AND TO ADMIT YOU~~
23 ~~TO OR DISCHARGE YOU FROM ANY HOSPITAL, HOME OR OTHER~~

1 ~~INSTITUTION. THIS FORM DOES NOT IMPOSE A DUTY ON YOUR AGENT TO~~
2 ~~EXERCISE GRANTED POWERS; BUT WHEN POWERS ARE EXERCISED, YOUR~~
3 ~~AGENT WILL HAVE TO USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN~~
4 ~~ACCORDANCE WITH THIS FORM AND KEEP A RECORD OF RECEIPTS,~~
5 ~~DISBURSEMENTS AND SIGNIFICANT ACTIONS TAKEN AS AGENT. A COURT~~
6 ~~CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS THE AGENT IS~~
7 ~~NOT ACTING PROPERLY. YOU MAY NAME SUCCESSOR AGENTS UNDER THIS~~
8 ~~FORM BUT NOT CO AGENTS, AND NO HEALTH CARE PROVIDER MAY BE~~
9 ~~NAMED. UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN~~
10 ~~THE MANNER PROVIDED BELOW, UNTIL YOU REVOKE THIS POWER OR A~~
11 ~~COURT ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY~~
12 ~~EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN~~
13 ~~AFTER YOU BECOME DISABLED. THE POWERS YOU GIVE YOUR AGENT, YOUR~~
14 ~~RIGHT TO REVOKE THOSE POWERS AND THE PENALTIES FOR VIOLATING~~
15 ~~THE LAW ARE EXPLAINED MORE FULLY IN SECTIONS 4-5, 4-6, 4-9 AND~~
16 ~~4-10(b) OF THE ILLINOIS "POWERS OF ATTORNEY FOR HEALTH CARE~~
17 ~~LAW" OF WHICH THIS FORM IS A PART (SEE THE BACK OF THIS FORM).~~
18 ~~THAT LAW EXPRESSLY PERMITS THE USE OF ANY DIFFERENT FORM OF~~
19 ~~POWER OF ATTORNEY YOU MAY DESIRE. IF THERE IS ANYTHING ABOUT~~
20 ~~THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER~~
21 ~~TO EXPLAIN IT TO YOU.)~~

22 ~~POWER OF ATTORNEY made this~~day of
23 ~~.....~~
24 ~~—— (month) —— (year)~~

25 1. I,
26 (insert name and address of principal) hereby revoke all prior

1 powers of attorney for health care executed by me and appoint:
2

3 (insert name and address of agent)

4 (NOTE: You may not name co-agents using this form.)

5 as my attorney-in-fact (my "agent") to act for me and in my
6 name (in any way I could act in person) to make any and all
7 decisions for me concerning my personal care, medical
8 treatment, hospitalization and health care and to require,
9 withhold or withdraw any type of medical treatment or
10 procedure, even though my death may ensue.

11 A. My agent shall have the same access to my medical
12 records that I have, including the right to disclose the
13 contents to others. ~~My agent shall also have full power to~~
14 ~~authorize an autopsy and direct the disposition of my remains.~~

15 B. Effective upon my death, my agent has the full power to
16 make an anatomical gift of the following ~~(initial one)~~:

17 (NOTE: Initial one. In the event none of the options are
18 initialed, then it shall be concluded that you do not wish to
19 grant your agent any such authority.)

20 Any organs, tissues, or eyes suitable for
21 transplantation or used for research or education.

22 Specific organs:

23 I do not grant my agent authority to make any
24 anatomical gifts.

25 C. My agent shall also have full power to authorize an
26 autopsy and direct the disposition of my remains. I intend for

1 this power of attorney to be in substantial compliance with
2 Section 10 of the Disposition of Remains Act. All decisions
3 made by my agent with respect to the disposition of my remains,
4 including cremation, shall be binding. I hereby direct any
5 cemetery organization, business operating a crematory or
6 columbarium or both, funeral director or embalmer, or funeral
7 establishment who receives a copy of this document to act under
8 it.

9 D. I intend for the person named as my agent to be treated
10 as I would be with respect to my rights regarding the use and
11 disclosure of my individually identifiable health information
12 or other medical records, including records or communications
13 governed by the Mental Health and Developmental Disabilities
14 Confidentiality Act. This release authority applies to any
15 information governed by the Health Insurance Portability and
16 Accountability Act of 1996 ("HIPAA") and regulations
17 thereunder. I intend for the person named as my agent to serve
18 as my "personal representative" as that term is defined under
19 HIPAA and regulations thereunder.

20 (i) The person named as my agent shall have the power to
21 authorize the release of information governed by HIPAA to third
22 parties.

23 (ii) I authorize any physician, health care professional,
24 dentist, health plan, hospital, clinic, laboratory, pharmacy
25 or other covered health care provider, any insurance company
26 and the Medical Informational Bureau, Inc., or any other health

1 care clearinghouse that has provided treatment or services to
2 me, or that has paid for or is seeking payment for me for such
3 services to give, disclose, and release to the person named as
4 my agent, without restriction, all of my individually
5 identifiable health information and medical records, regarding
6 any past, present, or future medical or mental health
7 condition, including all information relating to the diagnosis
8 and treatment of HIV/AIDS, sexually transmitted diseases, drug
9 or alcohol abuse, and mental illness (including records or
10 communications governed by the Mental Health and Developmental
11 Disabilities Confidentiality Act).

12 (iii) The authority given to the person named as my agent
13 shall supersede any prior agreement that I may have with my
14 health care providers to restrict access to, or disclosure of,
15 my individually identifiable health information. The authority
16 given to the person named as my agent has no expiration date
17 and shall expire only in the event that I revoke the authority
18 in writing and deliver it to my health care provider. The
19 authority given to the person named as my agent to serve as my
20 "personal representative" as defined under HIPAA and
21 regulations thereunder and to access my individually
22 identifiable health information or authorize the release of the
23 same to third parties shall take effect immediately, even if I
24 designate in Paragraph 3 of this document that this agency
25 shall otherwise take effect at some future date.

26 (NOTE: The above grant of power is intended to be as broad as

1 possible so that your agent will have the authority to make any
2 decision you could make to obtain or terminate any type of
3 health care, including withdrawal of food and water and other
4 life-sustaining measures, if your agent believes such action
5 would be consistent with your intent and desires. If you wish
6 to limit the scope of your agent's powers or prescribe special
7 rules or limit the power to make an anatomical gift, authorize
8 autopsy or dispose of remains, you may do so in the following
9 paragraphs.) ~~(THE ABOVE GRANT OF POWER IS INTENDED TO BE AS~~
10 ~~BROAD AS POSSIBLE SO THAT YOUR AGENT WILL HAVE AUTHORITY TO~~
11 ~~MAKE ANY DECISION YOU COULD MAKE TO OBTAIN OR TERMINATE ANY~~
12 ~~TYPE OF HEALTH CARE, INCLUDING WITHDRAWAL OF FOOD AND WATER AND~~
13 ~~OTHER LIFE-SUSTAINING MEASURES, IF YOUR AGENT BELIEVES SUCH~~
14 ~~ACTION WOULD BE CONSISTENT WITH YOUR INTENT AND DESIRES. IF YOU~~
15 ~~WISH TO LIMIT THE SCOPE OF YOUR AGENT'S POWERS OR PRESCRIBE~~
16 ~~SPECIAL RULES OR LIMIT THE POWER TO MAKE AN ANATOMICAL GIFT,~~
17 ~~AUTHORIZE AUTOPSY OR DISPOSE OF REMAINS, YOU MAY DO SO IN THE~~
18 ~~FOLLOWING PARAGRAPHS.)~~

19 2. The powers granted above shall not include the following
20 powers or shall be subject to the following rules or
21 limitations:

22 (NOTE: Here ~~here~~ you may include any specific limitations you
23 deem appropriate, such as: your own definition of when
24 life-sustaining measures should be withheld; a direction to
25 continue food and fluids or life-sustaining treatment in all
26 events; or instructions to refuse any specific types of

1 treatment that are inconsistent with your religious beliefs or
 2 unacceptable to you for any other reason, such as blood
 3 transfusion, electro-convulsive therapy, amputation,
 4 psychosurgery, voluntary admission to a mental institution,
 5 etc.)÷

6
 7
 8
 9
 10

11 (NOTE: The subject of life-sustaining treatment is of
 12 particular importance. For your convenience in dealing with
 13 that subject, some general statements concerning the
 14 withholding or removal of life-sustaining treatment are set
 15 forth below. If you agree with one of these statements, you may
 16 initial that statement; but do not initial more than one. These
 17 statements serve as guidance for your agent, who shall give
 18 careful consideration to the statement you initial when
 19 engaging in health care decision-making on your behalf.) ~~(THE~~
 20 ~~SUBJECT OF LIFE SUSTAINING TREATMENT IS OF PARTICULAR~~
 21 ~~IMPORTANCE. FOR YOUR CONVENIENCE IN DEALING WITH THAT SUBJECT,~~
 22 ~~SOME GENERAL STATEMENTS CONCERNING THE WITHHOLDING OR REMOVAL~~
 23 ~~OF LIFE SUSTAINING TREATMENT ARE SET FORTH BELOW. IF YOU AGREE~~
 24 ~~WITH ONE OF THESE STATEMENTS, YOU MAY INITIAL THAT STATEMENT;~~
 25 ~~BUT DO NOT INITIAL MORE THAN ONE):~~

26 I do not want my life to be prolonged nor do I want

1 life-sustaining treatment to be provided or continued if my
 2 agent believes the burdens of the treatment outweigh the
 3 expected benefits. I want my agent to consider the relief of
 4 suffering, the expense involved and the quality as well as the
 5 possible extension of my life in making decisions concerning
 6 life-sustaining treatment.

7 Initialled

8 I want my life to be prolonged and I want life-sustaining
 9 treatment to be provided or continued, unless I am ~~in a coma~~
 10 ~~which my attending physician believes to be irreversible,~~ in
 11 the opinion of my attending physician, in accordance with
 12 reasonable medical standards at the time of reference, in a
 13 state of "permanent unconsciousness" or suffer from an
 14 "incurable or irreversible condition" or "terminal condition",
 15 as those terms are defined in Section 4-4 of the Illinois Power
 16 of Attorney Act. If and when I am in any one of these states or
 17 conditions, ~~I have suffered irreversible coma,~~ I want
 18 life-sustaining treatment to be withheld or discontinued.

19 Initialled

20 I want my life to be prolonged to the greatest extent
 21 possible in accordance with reasonable medical standards
 22 without regard to my condition, the chances I have for recovery
 23 or the cost of the procedures.

24 Initialled

25 NOTE: This power of attorney may be amended or revoked by you
 26 in the manner provided in Section 4-6 of the Illinois Power of

1 Attorney Act. Your agent can act immediately, unless you
 2 specify otherwise; but you cannot specify otherwise with
 3 respect to your "personal representative" under subparagraph
 4 D(iii).) ~~(THIS POWER OF ATTORNEY MAY BE AMENDED OR REVOKED BY~~
 5 ~~YOU IN THE MANNER PROVIDED IN SECTION 4 6 OF THE ILLINOIS~~
 6 ~~"POWERS OF ATTORNEY FOR HEALTH CARE LAW" (SEE THE BACK OF THIS~~
 7 ~~FORM). ABSENT AMENDMENT OR REVOCATION, THE AUTHORITY GRANTED IN~~
 8 ~~THIS POWER OF ATTORNEY WILL BECOME EFFECTIVE AT THE TIME THIS~~
 9 ~~POWER IS SIGNED AND WILL CONTINUE UNTIL YOUR DEATH, AND BEYOND~~
 10 ~~IF ANATOMICAL GIFT, AUTOPSY OR DISPOSITION OF REMAINS IS~~
 11 ~~AUTHORIZED, UNLESS A LIMITATION ON THE BEGINNING DATE OR~~
 12 ~~DURATION IS MADE BY INITIALING AND COMPLETING EITHER OR BOTH OF~~
 13 ~~THE FOLLOWING:)~~

14 3. ~~(→)~~ This power of attorney shall become effective on
 15
 16
 17 (NOTE: Insert ~~insert~~ a future date or event during your
 18 lifetime, such as a court determination of your disability or a
 19 written determination by your physician that you are
 20 incapacitated, when you want this power to first take effect.)
 21 (NOTE: If you do not amend or revoke this power, or if you do
 22 not specify a specific ending date in paragraph 4, it will
 23 remain in effect until your death; except that your agent will
 24 still have the authority to donate your organs, authorize an
 25 autopsy, and dispose of your remains after your death, if you
 26 grant that authority to your agent.)

1 4. ~~(→)~~ This power of attorney shall terminate on
2

3 (NOTE: Insert ~~insert~~ a future date or event, such as a court
4 determination that you are not under a legal disability or a
5 written determination by your physician that you are not
6 incapacitated, if ~~of your disability, when~~ you want this power
7 to terminate prior to your death.)

8 (NOTE: You cannot use this form to name co-agents. If you wish
9 to name successor agents, insert the names and addresses of the
10 successors in paragraph 5.) ~~(IF YOU WISH TO NAME SUCCESSOR~~
11 ~~AGENTS, INSERT THE NAMES AND ADDRESSES OF SUCH SUCCESSORS IN~~
12 ~~THE FOLLOWING PARAGRAPH.)~~

13 5. If any agent named by me shall die, become incompetent,
14 resign, refuse to accept the office of agent or be unavailable,
15 I name the following (each to act alone and successively, in
16 the order named) as successors to such agent:

17
18

19 For purposes of this paragraph 5, a person shall be considered
20 to be incompetent if and while the person is a minor or an
21 adjudicated incompetent or disabled person or the person is
22 unable to give prompt and intelligent consideration to health
23 care matters, as certified by a licensed physician.

24 (NOTE: If you wish to, you may name your agent as guardian of
25 your person if a court decides that one should be appointed. To
26 do this, retain paragraph 6, and the court will appoint your

1 agent if the court finds that this appointment will serve your
 2 best interests and welfare. Strike out paragraph 6 if you do
 3 not want your agent to act as guardian.)~~(IF YOU WISH TO NAME~~
 4 ~~YOUR AGENT AS GUARDIAN OF YOUR PERSON, IN THE EVENT A COURT~~
 5 ~~DECIDES THAT ONE SHOULD BE APPOINTED, YOU MAY, BUT ARE NOT~~
 6 ~~REQUIRED TO, DO SO BY RETAINING THE FOLLOWING PARAGRAPH. THE~~
 7 ~~COURT WILL APPOINT YOUR AGENT IF THE COURT FINDS THAT SUCH~~
 8 ~~APPOINTMENT WILL SERVE YOUR BEST INTERESTS AND WELFARE. STRIKE~~
 9 ~~OUT PARAGRAPH 6 IF YOU DO NOT WANT YOUR AGENT TO ACT AS~~
 10 ~~GUARDIAN.)~~

11 6. If a guardian of my person is to be appointed, I
 12 nominate the agent acting under this power of attorney as such
 13 guardian, to serve without bond or security.

14 7. I am fully informed as to all the contents of this form
 15 and understand the full import of this grant of powers to my
 16 agent.

17 Dated:

18 Signed

19 (principal's signature or mark ~~principal~~)

20 The principal has had an opportunity to review ~~read~~ the
 21 above form and has signed the form or acknowledged his or her
 22 signature or mark on the form in my presence. The undersigned
 23 witness certifies that the witness is not: (a) the attending
 24 physician or mental health service provider or a relative of
 25 the physician or provider; (b) an owner, operator, or relative

1 of an owner or operator of a health care facility in which the
 2 principal is a patient or resident; (c) a parent, sibling,
 3 descendant, or any spouse of such parent, sibling, or
 4 descendant of either the principal or any agent or successor
 5 agent under the foregoing power of attorney, whether such
 6 relationship is by blood, marriage, or adoption; or (d) an
 7 agent or successor agent under the foregoing power of attorney.

8
 9 (Witness Signature)

10
 11 (Print Witness Name)

12
 13 (Street Address)

14
 15 (City, State, ZIP)

16 Residing at.....
 17 ~~(witness)~~

18 (NOTE: You may, but are not required to, request your agent and
 19 successor agents to provide specimen signatures below. If you
 20 include specimen signatures in this power of attorney, you must
 21 complete the certification opposite the signatures of the
 22 agents.) ~~(YOU MAY, BUT ARE NOT REQUIRED TO, REQUEST YOUR AGENT~~
 23 ~~AND SUCCESSOR AGENTS TO PROVIDE SPECIMEN SIGNATURES BELOW. IF~~
 24 ~~YOU INCLUDE SPECIMEN SIGNATURES IN THIS POWER OF ATTORNEY, YOU~~
 25 ~~MUST COMPLETE THE CERTIFICATION OPPOSITE THE SIGNATURES OF THE~~
 26 ~~AGENTS.)~~

1	Specimen signatures of	I certify that the signatures of my
2	agent (and successors).	agent (and successors) are correct.
3
4	(agent)	(principal)
5
6	(successor agent)	(principal)
7
8	(successor agent)	(principal)"

9 (NOTE: The name, address, and phone number of the person
 10 preparing this form or who assisted the principal in completing
 11 this form is optional.)

12
 13 (name of preparer)
 14
 15
 16 (address)
 17
 18 (phone)

19 (c) ~~(b)~~ The statutory short form power of attorney for
 20 health care (the "statutory health care power") authorizes the
 21 agent to make any and all health care decisions on behalf of
 22 the principal which the principal could make if present and
 23 under no disability, subject to any limitations on the granted
 24 powers that appear on the face of the form, to be exercised in
 25 such manner as the agent deems consistent with the intent and

1 desires of the principal. The agent will be under no duty to
2 exercise granted powers or to assume control of or
3 responsibility for the principal's health care; but when
4 granted powers are exercised, the agent will be required to use
5 due care to act for the benefit of the principal in accordance
6 with the terms of the statutory health care power and will be
7 liable for negligent exercise. The agent may act in person or
8 through others reasonably employed by the agent for that
9 purpose but may not delegate authority to make health care
10 decisions. The agent may sign and deliver all instruments,
11 negotiate and enter into all agreements and do all other acts
12 reasonably necessary to implement the exercise of the powers
13 granted to the agent. Without limiting the generality of the
14 foregoing, the statutory health care power shall include the
15 following powers, subject to any limitations appearing on the
16 face of the form:

17 (1) The agent is authorized to give consent to and
18 authorize or refuse, or to withhold or withdraw consent to,
19 any and all types of medical care, treatment or procedures
20 relating to the physical or mental health of the principal,
21 including any medication program, surgical procedures,
22 life-sustaining treatment or provision of food and fluids
23 for the principal.

24 (2) The agent is authorized to admit the principal to
25 or discharge the principal from any and all types of
26 hospitals, institutions, homes, residential or nursing

1 facilities, treatment centers and other health care
2 institutions providing personal care or treatment for any
3 type of physical or mental condition. The agent shall have
4 the same right to visit the principal in the hospital or
5 other institution as is granted to a spouse or adult child
6 of the principal, any rule of the institution to the
7 contrary notwithstanding.

8 (3) The agent is authorized to contract for any and all
9 types of health care services and facilities in the name of
10 and on behalf of the principal and to bind the principal to
11 pay for all such services and facilities, and to have and
12 exercise those powers over the principal's property as are
13 authorized under the statutory property power, to the
14 extent the agent deems necessary to pay health care costs;
15 and the agent shall not be personally liable for any
16 services or care contracted for on behalf of the principal.

17 (4) At the principal's expense and subject to
18 reasonable rules of the health care provider to prevent
19 disruption of the principal's health care, the agent shall
20 have the same right the principal has to examine and copy
21 and consent to disclosure of all the principal's medical
22 records that the agent deems relevant to the exercise of
23 the agent's powers, whether the records relate to mental
24 health or any other medical condition and whether they are
25 in the possession of or maintained by any physician,
26 psychiatrist, psychologist, therapist, hospital, nursing

1 home or other health care provider.

2 (5) The agent is authorized: to direct that an autopsy
3 be made pursuant to Section 2 of "An Act in relation to
4 autopsy of dead bodies", approved August 13, 1965,
5 including all amendments; to make a disposition of any part
6 or all of the principal's body pursuant to the Illinois
7 Anatomical Gift Act, as now or hereafter amended; and to
8 direct the disposition of the principal's remains.

9 (Source: P.A. 93-794, eff. 7-22-04.)

10 (755 ILCS 45/4-12) (from Ch. 110 1/2, par. 804-12)

11 Sec. 4-12. Saving clause. This Act does not in any way
12 invalidate any health care agency executed or any act of any
13 agent done, or affect any claim, right or remedy that accrued,
14 prior to September 22, 1987.

15 This amendatory Act of the 96th General Assembly does not
16 in any way invalidate any health care agency executed or any
17 act of any agent done, or affect any claim, right, or remedy
18 that accrued, prior to the effective date of this amendatory
19 Act of the 96th General Assembly.

20 (Source: P.A. 86-736.)

21 (755 ILCS 45/2-7.5 rep.)

22 Section 10. The Illinois Power of Attorney Act is amended
23 by repealing Section 2-7.5.

1 Section 99. Effective date. This Act takes effect July 1,
2 2011.".