

Michigan Education Savings Program

Power of Attorney



Complete this **Power of Attorney Form** to designate an individual or financial professional as your agent who will have complete authority to act on your Michigan Education Savings Program Account(s). A POA cannot be a corporation or entity. A POA is defined as a person you choose such as a spouse, child, relative, friend or lawyer.

- This **Power of Attorney Form** must be signed by the agent in **Section 2**. It also must be signed by the Account Owner and notarized in **Section 3**.
- If there is anything about this form that you do not understand, you should seek legal advice.
- Type in your information and print out the completed form, or print clearly, preferably in capital letters and black ink. Mail the form to the address listed. Do not staple.

To request assistance in completing this form call us at **1.877.861.6377**, Monday through Friday from 8 a.m. - 8 p.m. ET. Capitalized terms used in this form and not defined have the meanings provided in the Michigan Education Savings Program Description.

 **1.877.861.6377**
Monday to Friday 8 a.m. - 8 p.m. ET

 **www.misaves.com**

Regular mailing address:

Michigan Education Savings Program
P.O. Box 55451
Boston, MA 02205-5451

Overnight mailing address:

Michigan Education Savings Program
95 Wells Avenue, Suite 155
Newton, MA 02459

WARNING TO PERSON EXECUTING THIS DOCUMENT

THIS IS A DURABLE POWER OF ATTORNEY. THE AUTHORITY OF YOUR AGENT WILL NOT TERMINATE IF YOU BECOME DISABLED OR INCAPACITATED OR IN THE EVENT OF LATER UNCERTAINTY AS TO WHETHER YOU ARE DEAD OR ALIVE. THIS POWER OF ATTORNEY WILL TERMINATE ON YOUR DEATH. **THIS POWER OF ATTORNEY ONLY AUTHORIZES YOUR AGENT TO ACT ON YOUR BEHALF WITH RESPECT TO YOUR MICHIGAN EDUCATION SAVINGS PROGRAM ACCOUNT(S). IT ALSO TAKES PRIORITY OVER ANY OTHER POWER OF ATTORNEY YOU HAVE SIGNED WITH RESPECT TO THE ACCOUNT(S).**

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO ACT FOR YOU, WITHOUT YOUR CONSENT, IN ANY WAY THAT YOU COULD ACT FOR YOURSELF. THIS INCLUDES THE POWER TO MAKE INVESTMENT DECISIONS, CONTRIBUTIONS, WITHDRAWALS, CHANGES TO THE BENEFICIARY OF ANY ACCOUNT, AND ANY OTHER ACTION IN CONNECTION WITH YOUR MICHIGAN EDUCATION SAVINGS PROGRAM ACCOUNT(S), WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. YOU MAY REVOKE THIS POWER OF ATTORNEY AT ANY TIME BY SENDING WRITTEN NOTICE TO THE ABOVE ADDRESS. THE POWER OF ATTORNEY MAY ALSO BE TERMINATED BY COURT ORDER UPON DELIVERY OF THAT ORDER TO THE ABOVE ADDRESS.

YOU MAY HAVE OTHER RIGHTS OR POWERS UNDER MICHIGAN LAW NOT SPECIFIED IN THIS FORM.



3. Signature, Indemnification, and Notarization—YOU MUST SIGN BELOW

I, the Account Owner listed in **Section 1**, appoint the Power of Attorney listed in **Section 2**, as my Power of Attorney to act for me in any lawful way that I may act with respect to the Michigan Education Savings Program Account(s) identified in **Section 1**, or in any identically registered account opened after this Power of Attorney has been signed in accordance with procedures established by the Michigan Education Savings Program. This includes but is not limited to:

- Contributing and withdrawing money from any account listed in **Section 1** in accordance with procedures established by the Michigan Education Savings Program.
- Contributing money owned wholly or partly by me to any account listed in **Section 1** and moving money among Investment Options within each of the above-referenced account(s).
- Withdrawing, now or in the future, money from any account listed in **Section 1**; and otherwise managing and entering into all other lawful transactions with respect to the above-referenced account(s).
- Changing the designated beneficiary of any account listed in **Section 1**.
- Receiving duplicate statements from the Michigan Education Savings Program.

UNLESS YOU DIRECT OTHERWISE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED OR TERMINATED AS SPECIFIED BELOW. THIS POWER OF ATTORNEY WILL CONTINUE TO BE EFFECTIVE EVEN IF YOU BECOME DISABLED, INCAPACITATED, OR INCOMPETENT. THIS POWER OF ATTORNEY MAY BE REVOKED BY YOU AT ANY TIME. ABSENT REVOCATION, THE AUTHORITY GRANTED IN THIS POWER OF ATTORNEY IS EFFECTIVE WHEN THIS POWER OF ATTORNEY IS SIGNED AND CONTINUES IN EFFECT UNTIL YOUR DEATH.

I agree that any third party who receives a copy of this document may act under it with respect to the Michigan Education Savings Program Account(s) identified in **Section 1**. Revocation or termination of the Power of Attorney due to my death, court determination or any other reason is not effective as to a third party until the third party receives written notice of the revocation or termination and the third party has had a reasonable amount of time to act on such notice. I, for myself and for my heirs, executors, legal representatives and assigns, agree to indemnify and hold harmless the Michigan Education Savings Program, the State Treasurer, Michigan Department of Treasury, TIAA-CREF Tuition Financing, Inc., Ascensus College Savings Recordkeeping Services, LLC, and any of their affiliates, agents, and employees, and any third party acting hereunder (any of such persons, individually, a “third party”) in connection with the Michigan Education Savings Program, from and against any and all claims that may arise or do arise against such third party by reason of any action or inaction by such third party having relied on the provisions of this Power of Attorney, including any claims that arise from acting on instructions believed by any of them to have originated from my Agent, and to pay such third party promptly on demand, for any and all losses arising out of any act by my Agent under this Power of Attorney.

IF YOU HAVE ANY QUESTIONS ABOUT THE POWER OF ATTORNEY OR AUTHORITY YOU ARE GRANTING TO YOUR AGENT, YOU SHOULD SEEK LEGAL ADVICE BEFORE SIGNING THIS FORM.

