Date Goes Here, 2023

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| C.F.O. Name Here, C.F.O. for  CORPORATION NAME HERE  1234 THEIR ADDRESS ST.  CITY / TOWN, ST 12345  **Respondent / Fiduciary Trustee** | First-Middle: Last  for FIRST MIDDLE LAST, Estate  c/o 1234 Your Address Street  City / Town, State Republic  non-domestic and without the United States  **Principal / Beneficiary** |

RE: \_\_\_\_FIRST MIDDLE LAST\_\_\_\_, Account / Case No. xxxxxxxxx

**FIDUCIARY APPOINTMENT AND AUTHORIZATION**

**POWER OF AUTHORITY**

I, First-Middle: Last, hereinafter “Principal”, being duly sworn, depose and say that I have the authority and broad general power of attorney in fact to grant, to convey, to assign, to pledge, and to authorize all the authorities, sureties, assets, duties, contracts, and instruments contained herein and enclosed herewith and hereby execute this Fiduciary Appointment & Authorization, hereinafter “Contract”, on this \_\_\_\_\_\_\_ day of Month, 2023.

**APPOINTMENT**

The below-signed Principal hereby appoints C.F.O. Name Here, hereinafter “Fiduciary”, to faithfully execute the setoff, settlement, and closure of the above-referenced account with the name of FIRST MIDDLE LAST, Account / Case No. xxxxxxxx, hereinafter “Account”, held by CORPORATION NAME HERE, hereinafter “Financial Institution”, and to faithfully execute all the duties set forth herein with the authorities granted herein.

**AUTHORITIES**

The Principal hereby grants the Fiduciary the following authorities:

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| 1. The Fiduciary is hereby authorized to delegate or sub-delegate any of the authorities granted herein to any third party of his / her choosing. Provided that any such delegation or sub-delegation is made in writing, this written record must specify the extent and nature of powers delegated, along with the length of time that such delegation will be in effect. 2. The Fiduciary is hereby authorized to setoff, to settle, to discharge, and to close the account at the direction of Principal. 3. The Fiduciary is hereby authorized to use any funds and/or assets in escrow released pursuant to the G.S.A. Optional Form 91 enclosed herewith and incorporated herein by this reference, hereinafter “Form 91”, by the Financial Institution for FIRST MIDDLE LAST, hereinafter “DEBTOR”, and to use said funds and/or assets exclusively for the settlement, setoff, and discharge of any and all debts, obligations, and/or liabilities associated with the Account. 4. The Fiduciary is hereby authorized to negotiate, endorse, and/or ledger the instruments, the statement with a private banker’s acceptance with attached payment coupon, hereinafter “Instruments”, enclosed herewith for the settlement and closure of the Account. 5. The Fiduciary is hereby authorized to use any and all of the assets pledged pursuant to the G.S.A. Standard Form 28 (Affidavit of Individual Surety) enclosed herewith and incorporated herein by this reference, hereinafter “Form 28”, for the settlement, setoff, and discharge of any and all debts, obligations, or liabilities associated with the Account and as surety to indemnify the Fiduciary’s performance with regard to this Contract, the Form 91, and the Instruments. 6. The Fiduciary is hereby authorized to use the Account and Routing numbers and/or bond numbers provided on the Instruments for the setoff, settlement, and closure of the Account. 7. The Fiduciary is hereby authorized to release any and all funds and/or assets remaining after the setoff, settlement, and closure of the Account to the Principal. 8. The Fiduciary is hereby authorized to ledger the I.R.S. Form 1099-A, hereinafter “Information Return”, enclosed herewith, against the Account for the Financial Institution. |

**SURETY**

I, the Undersigned, being duly sworn, depose and say that:

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| 1. The Principal is a surety to this Contract and any and all bond(s) and instrument(s) enclosed herewith. 2. The Beneficiary is a surety to this Contract and any and all bond(s) and instrument(s) enclosed herewith.      1. The Principal and Beneficiary hereby pledge the following assets as surety in support of any and all bond(s) and instrument(s) enclosed herewith and the fiduciary duties set forth by this Contract and the following info from Form 91:  |  | | --- | | 1. Account Statement indorsed with private banker’s acceptance; 2. Payment Coupon authorized and indorsed; 3. assets and/or funds held in escrow for the Beneficiary and the Account held by the Financial Institution; 4. Account / Case No. xxxxxxxxx referenced on the Account Statement and Payment Coupon with Routing Number xxxxxxxxx \*\*FIND BILL NUMBER ON RECENT PAYMENT COUPON OR REMOVE THIS POINT IF YOU DON’T HAVE ONE\*\*; and 5. Exemption Bond No. xxxxxxxxx \*\*RED LETTER / NUMBER COMBO ON BACK OF SOCIAL SECURITY CARD\*\*, i.e. “F12345678”. | |
| 1. The Principal and Beneficiary hereby indemnify the performance of the Fiduciary in regards to the authorities granted herein and the duties set forth herein. 2. The Principal and Beneficiary hereby indemnify the performance of the Fiduciary as the custodian pursuant to the Form 91. |

**DUTIES OF THE FIDUCIARY**

The Principal hereby directs the Fiduciary to perform the following duties within ten **(10)** days of the postmark of this Contract:

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| 1. Pursuant to the Form 91, the Fiduciary is hereby directed to use the personal property released from escrow exclusively for the settlement, setoff, and/or discharge any and all debts, obligations, or liabilities associated with the Account. 2. The Fiduciary is hereby directed to settle, setoff, and/or discharge any and all debts, obligations, or liabilities associated with the Account. 3. The Fiduciary is hereby directed to negotiate, endorse, and/or ledger the Instruments for the settlement, setoff, and/or discharge of any and all debts, obligations, or liabilities associated with the Account for the benefit of the Beneficiary. 4. The Fiduciary is hereby directed to ledger the Information Return against the Account for the Financial Institution. 5. The Fiduciary is hereby directed to issue a Statement of Account showing a zero dollar ($0.00) balance for the Account to the Principal. \*\*REMOVE IF SENDING TO A BANK\*\* 6. The Fiduciary is hereby directed to release any and all funds and/or assets remaining after the setoff, settlement, and closure of the Account to the Principal. \*\*REMOVE IF SENDING TO A BANK\*\* |

**ACCEPTANCE AND REFUSAL**

This Contract shall be deemed to have been accepted by the Fiduciary if a refusal to the appointment, authorities, and duties is not received by the Principal within ten **(10)** days of the postmark of this Contract. Any refusal of this Contract must be accompanied by a sworn affidavit signed under penalty of perjury and stating that the Fiduciary does NOT have the capacity, authority, obligation, and duty to:

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| 1. setoff, settle, and close the Account; 2. accept an appointment as a fiduciary; 3. negotiate, endorse, or ledger the Instruments against the Account for the benefit of the Beneficiary; 4. perform the duties as the custodian pursuant to the Form 91; 5. ledger the Information Return against the Account held by the Financial Institution for the benefit of the Beneficiary; and 6. issue a Statement of Account showing a zero dollar ($0.00) balance for the Account to the Principal. \*\*REMOVE IF SENDING TO A BANK\*\* |

If the Fiduciary needs additional time to perform the duties set forth in this Contract, the Fiduciary may request said additional time by written request to the Principal within ten **(10)** days from the postmark of this Contract and said request must provide good cause. Any requests for additional time shall not exceed thirty **(30)** days from the postmark of this Contract. The Principal reserves the right to deny any requests for additional time.

**LIABILITY OF THE FIDUCIARY**

The Fiduciary’s failure to perform the duties set forth in this Contract within the time allotted to perform said duties will comprise the Fiduciary’s agreement to the following:

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| 1. THAT the Fiduciary waives all rights, defenses, and immunities; 2. THAT the Fiduciary accepts personal liability up to ten **(10)** times the face value of the Instruments; 3. THAT the Fiduciary accepts the filing of the I.R.S. Form 3949-A (Information Referral) with the Internal Revenue Service for the Fiduciary’s breach of this Contract; 4. THAT the Fiduciary accepts the filing of any documents and public records reporting the Principal’s right of lien on real property in relation to the Fiduciary’s breach of this Contract; 5. THAT the Fiduciary accepts that the Fiduciary’s public hazard bond and/or limited liability insurance policy shall be surety for any liens or levies executed by the Principal for the Fiduciary’s breach of this Contract; and 6. THAT the Fiduciary accepts that any and all real property, personal property, fixtures, and accounts belonging to Fiduciary shall become surety for any liens or levies executed by the Principal for the Fiduciary’s breach of this Contract. |

**PREVIOUS AGREEMENTS AND CONTRACTS**

This Contract supersedes all other agreements, whether written or oral, between the Beneficiary and the Financial Institution relating to the Account. The Principal hereby revokes and rescinds any and all prior grants, conveyances, notes, trusts, agreements, and/or contracts by and/or between the Financial Institution and the Beneficiary.

**GOVERNING LAW / SEVERABILITY**

Private International Law shall govern and enforce this Contract. Should applicable laws deem any part or portion of this Contract as invalid or unenforceable, the remaining provisions shall not be affected and shall be enforced to as great an extent as possible.

**RESERVATION OF RIGHTS**

The Principal hereby reserves all rights, remedies, defenses, and immunities.

Further Affiant sayeth not.

**ENDORSEMENT**

IN WITNESS WHEREOF, I hereunto affix my hand and seal on this \_\_\_\_\_\_\_\_\_ day of Month, 2023 and hereby certify that all of the statements made above are true, correct, and complete.

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(seal)

First-Middle: Last,

Authorized Representative and Beneficiary

**JURAT**

COUNTY OF EXAMPLE )

) ss:

STATE OF YOUR STATE )

On this \_\_\_\_\_\_\_\_day of Month, 2023, before me, the undersigned, a Notary Public in and for Example County, personally appeared the above-signed, known to me to be the one whose name is sealed by Autograph on this instrument, and has acknowledged to me that he/she has executed the same.

Notary Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FURTHER INSTRUCTIONS**

**\*\*DELETE THIS PAGE\*\***

1. If appointing a court officer (judge / prosecutor), change the header to something like this:

Judge Name Here, Judge for

COURT NAME GOES HERE

1234 COURT ADDRESS ST.

CITY / TOWN, ST 12345

1. Change the “Account No.” to “Case No.” where it appears in the document highlighted in blue.
2. If sending by another mail method than registered mail, edit the header line where the page number is.