

**INFORMATION CONCERNING THE  
NEW HAMPSHIRE DURABLE POWER OF ATTORNEY**

**THIS IS AN IMPORTANT LEGAL DOCUMENT. BEFORE SIGNING THIS  
DOCUMENT YOU SHOULD KNOW THESE IMPORTANT FACTS:**

**Notice to the Principal: As the “Principal,” you are using this Durable Power of Attorney to grant power to another person (called the “Agent” or “Attorney in Fact”) to make decisions, including, but not limited to, decisions concerning your money, property, or both, and to use your money, property, or both on your behalf. If this written Durable Power of Attorney does not limit the powers that you give to your Agent, your Agent will have broad and sweeping powers to sell or otherwise dispose of your property, and to spend your money without advance notice to you or approval by you. Under this document, your agent will continue to have these powers after you become incapacitated, and unless otherwise indicated your Agent will have these powers before you become incapacitated. You have the right to retain this Power and not to release this Power until you instruct your attorney or any other person who may hold this Power of Attorney to so release it to your Agent pursuant to written instructions. You have the right to revoke or take back this Durable Power of Attorney at any time, so long as you are of sound mind. If there is anything about this Durable Power of Attorney that you do not understand, you should seek professional advice.**

**I acknowledge that I have read and understand the instructions above.**

\_\_\_\_\_ **Principal’s Signature**

## NEW HAMPSHIRE DURABLE POWER OF ATTORNEY

**KNOW ALL PERSONS BY THESE PRESENTS**, that I,

\_\_\_\_\_, currently of \_\_\_\_\_,  
New Hampshire (the "Principal"), hereby appoint \_\_\_\_\_  
currently of \_\_\_\_\_, (the "Agent"), to be my  
agent to represent me, in my name, in my place and on my behalf, as  
follows:

### (Principal Must Initial Where Applicable)

\_\_\_\_\_ My agent may exercise or perform any act, power, duty, right, or obligation whatsoever that I now have, or may hereafter acquire the legal right, power, or capacity to exercise or perform, in connection with, arising from, or relating to any persons, item, transaction, thing, business property, real or personal, tangible or intangible, or matter whatsoever.

\_\_\_\_\_ My agent may conduct, engage in, and transact any and all lawful business of whatever nature or kind for me, on my behalf, and in my name;

\_\_\_\_\_ My agent may request, ask, demand, sue for, recover, collect, receive, and hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, any and all documents of title, choses in action, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, as now are, or shall hereafter become, owned by, or due, owing, payable, or belonging to me or in which I have or may hereafter acquire interest, to have, use and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute, and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same;

\_\_\_\_\_ My agent may lease, purchase, exchange, and acquire, and to agree, bargain and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any real or personal property whatsoever, tangible or intangible, or interest thereon, on such terms and conditions, and under such covenants, as said attorney in fact shall deem proper;

\_\_\_\_\_ My agent may maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to deeds of trust, and hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, for me, in my behalf, and in my name and under such terms and conditions, and under such covenants, as said attorney in fact shall deem proper;

\_\_\_\_\_ My agent may make, receive, sign, endorse, execute, acknowledge, and deliver such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawals deposits in, or certificates of deposit of banks, savings and loan or other institutions or associations, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations and such other instruments in writing of whatever kind and nature as may be necessary or property in the exercise of the rights and powers herein granted.

\_\_\_\_\_ My agent may represent me in any and all proceedings now pending or hereafter arising between me and the Internal Revenue Service or any other federal, state or foreign governmental authorities relative to my income, gift, estate or other tax liability for any and all years, granting to my Agent, the full power to appear before proper officials of the Treasury Department or any other federal, state or foreign government officials. in my name and on my behalf; to adjust, settle, compromise or otherwise dispose of all questions relative to any tax liabilities; to receive copies of my tax returns and any papers, letters or other communications concerning any or all tax liabilities; to sign any waivers of the statute of limitations or any other waivers; to sign closing agreements for final determination of tax liability; to prepare, sign and file with any and all governmental authorities tax returns or other returns, requests for rulings and determinations, protests, appeals, consents and other documents; to execute and file refund claims or any other claims; to receive, to endorse and collect, checks in settlement of any refund; to execute and file petitions to the Tax Court of the United States and all others papers in connection with such proceedings; to execute on my behalf IRS Form 2848 and appoint my Agent or any suitable person selected by my Agent as my representative before the Internal Revenue Service;

\_\_\_\_\_ I grant my agent full power and authority to do, take, and perform all

and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

\_\_\_\_ Special instructions for my agent:

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This instrument is to be construed and interpreted as a general durable power of attorney. The enumeration of specific items, rights, acts, or powers does not limit or restrict and such rights, acts or powers, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to my agent.

This power of attorney shall not be affected by the subsequent disability or incapacity of the Principal.

The Agent may delegate the powers granted to the Agent by this Power of Attorney by a delegation in writing which makes reference to this Power of Attorney and otherwise complies with applicable law.

My Agent shall be entitled to reasonable compensation and shall be reimbursed in full for any loss or expense incurred or suffered by him as a result of acting as my Agent.

This Power of Attorney shall be governed by and construed in accordance with the laws of the State of New Hampshire.

**Signature and Acknowledgment**

Dated at \_\_\_\_\_, New Hampshire this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Principal's Signature**

\_\_\_\_\_

State of New Hampshire

County of \_\_\_\_\_, S.S.

At \_\_\_\_\_ in said County and State, personally appeared \_\_\_\_\_, the Principal, who is known to me or was otherwise suitably identified, did acknowledge to me that the execution of this Power of Attorney was his free act and deed.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

Commission Expires: \_\_\_\_\_

## **INSTRUCTIONS TO AGENT PURSUANT TO N.H. Rev. Stat. Ann. § 506:6**

I, \_\_\_\_\_, have read the attached power of attorney and am the person identified as the Agent for the Principal. I hereby acknowledge that when I act as Agent or “attorney in fact,”; I am given power under this Durable Power of Attorney to make decisions about money, property, or both belonging to the Principal, and to spend the Principal's money, property, or both on the Principal's behalf, in accordance with the terms of this Durable Power of Attorney. This Durable Power of Attorney is valid only if the Principal is of sound mind when the Principal signs it. When acting in the capacity of Agent, I am under a duty (called a “fiduciary duty”) to observe the standards observed by a prudent person, which means the use of those powers that is reasonable in view of the interests of the Principal and in view of the way in which a person of ordinary judgment would act in carrying out that person's own affairs. If the exercise of my acts is called into question, the burden will be upon me to prove that I acted under the standards of a fiduciary. As the Agent, I am not entitled to use the money or property for my own benefit or to make gifts to myself or others unless the Durable Power of Attorney specifically gives me the authority to do so. As the Agent, my authority under this Durable Power of Attorney will end when the Principal dies and I will not have authority to manage or dispose of any property or administer the estate unless I am authorized to do so by a New Hampshire Probate Court. If I violate my fiduciary duty under this Durable Power of Attorney, I may be liable for damages and may be subject to criminal prosecution. If there is anything about this Durable Power of Attorney, or my duties under it, that I do not understand, I understand that I should seek professional advice.

**I acknowledge that I have read and understand the instructions above.**

**Agent's Signature** \_\_\_\_\_

State of New Hampshire  
County of \_\_\_\_\_, S.S.

At \_\_\_\_\_, in said County and State, personally appeared \_\_\_\_\_, the Agent, who is known to me or was otherwise suitably identified, did acknowledge to me that the executing this document was his/her free act and deed

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

Commission Expires: \_\_\_\_\_

