

Maine Durable Financial Power of Attorney

Notice to the Principal: As the "Principal" you are using this power of attorney to grant power to another person (called the Agent) to make decisions about your property and to use your property on your behalf. Under this power of attorney you give your Agent broad and sweeping powers to sell or otherwise dispose of your property without notice to you. Under this document your Agent will continue to have these powers after you become incapacitated. The powers that you give your Agent are explained more fully in the Maine Uniform Power of Attorney Act, Maine Revised Statutes, Title 18-C, Article 5, Part 9. You have the right to revoke this power of attorney at any time as long as you are not incapacitated. If there is anything about this power of attorney that you do not understand you should ask a lawyer to explain it to you.

Notice to the Agent: As the "Agent" you are given power under this power of attorney to make decisions about the property belonging to the Principal and to dispose of the Principal's property on the Principal's behalf in accordance with the terms of this power of attorney. This power of attorney is valid only if the Principal is of sound mind when the Principal signs it. When you accept the authority granted under this power of attorney a special legal relationship is created between you and the Principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. The duties are more fully explained in the Maine Uniform Power of Attorney Act, Maine Revised Statutes, Title 18-C, Article 5, Part 9 and Title 18-B, Chapter 8, sections 802 to 807 and Title 18-B, chapter 9. As the Agent, you are generally not entitled to use the Principal's property for your own benefit or to make gifts to yourself or others unless the power of attorney gives you such authority. If you violate your duty under this power of attorney you may be liable for damages and may be subject to criminal prosecution. You must stop acting on behalf of the Principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events of termination are more fully explained in the Maine Uniform Power of Attorney Act and include, but are not limited to, revocation of your authority or of the power of attorney by the Principal, the death of the Principal or the commencement of divorce proceedings between you and the Principal. If there is anything about this power of attorney or your duties under it that you do not understand you should ask a lawyer to explain it to you.

Principal and Agent or Co-Agents

I, _____, (hereinafter the "Principal" presently residing at _____, in the State of Maine, on this _____ day of _____, 20____, hereby revoke all prior durable financial power of attorney documents executed by me and hereby appoint as my attorney-in-fact (hereinafter my "Agent") to make financial decisions on my behalf as described in this document:

Name of Agent: _____ Phone Number: _____

Address: _____

-OR-

I appoint the following individuals as my “co-attorneys-in-fact” (hereinafter my “Co-Agents”):

[include full name, address and telephone number for each Co-Agent] to make financial decisions on my behalf as described in this document. Each Co-Agent may exercise its authority independently. If a Co-Agent(s) fails or ceases to serve, the remaining Co-Agent(s) may continue to act under the power of attorney without a successor for the Co-Agent(s) who failed or ceased to serve.

Successor Agent - An Agent may resign by giving notice to the Principal. If the Principal is incapacitated, then notice shall be provided to the Principal's guardian, if a guardian has been appointed for the Principal; and a Co-Agent or Successor Agent. If there is no guardian, Co-Agent, or Successor Agent, then notice shall be provided to the Principal's caregiver, another person reasonably believed by the Agent to have sufficient interest in the Principal's welfare; or a governmental agency having authority to protect the welfare of the Principal.

If my Agent or all Co-Agents resign, die, become incapacitated, are not qualified to serve, or decline to serve, I appoint as my Successor Agent to make financial decisions on my behalf as described in this document:

Name of Successor Agent: _____ Phone Number: _____

Address: _____

My Successor Agent has the same authority as that granted to the original Agent or Co-Agents; and may not act until the predecessor Agent or Co-Agents have resigned, have died, have become incapacitated, or are no longer qualified to serve, or have declined to serve. A Successor Agent who is named in a power of attorney to succeed an Agent or Co-Agents who have failed or ceased to serve is not liable for the actions taken by a previous Agent or Co-Agents. The use of the term “Agent” applies to Co-Agent(s) and Successor Agent(s).

Nomination of Guardian / Conservator – If there is ever a need for me to have a conservator or guardian of my estate or person, I nominate the above individual(s) named in “Principal and Agent or Co-Agents” and “Successor Agent” to serve in that capacity in the same order of preference unless the court finds good cause for the above named individuals not to act in that capacity.

Governing Law – This Durable Financial Power of Attorney and the actions of my Agent are governed by the laws of the State of Maine. My Agent(s) should review the Maine Uniform Power of Attorney Act, Maine Revised Statutes, Title 18-C, Article 5, Part 9, Section 5-901 and following, including subsequent amendments and all other relevant laws to ensure the Agent’s conduct is in compliance with the laws of the State of Maine.

Effective Date – This Durable Financial Power of Attorney is exercisable when executed will continue until my death or revocation. This Durable Financial Power of Attorney is not terminated by my subsequent incapacity.

Termination of power of attorney or Agent's authority. This power of attorney terminates when: the Principal dies; the Principal revokes the power of attorney; the Principal revokes the Agent's authority or the Agent dies, becomes incapacitated or resigns and the power of attorney does not provide for another Agent to act under the power of attorney.

An Agent's authority terminates: when the Principal revokes the authority; when the Agent dies, becomes incapacitated or resigns; when an action is filed for the termination or annulment of the Agent's marriage to the Principal or their legal separation; upon the sooner to occur of either the marriage of the Principal to a person other than the Agent if upon or after execution of the power of attorney the Principal and the Agent are or became registered domestic partners, the filing with the domestic partner registry, in accordance with Title 22, Part 6, chapter 701, section 2710 (4), of a notice consenting to the termination of a registered domestic partnership of the Principal and the Agent or upon service, in accordance with Title 22, Part 6, chapter 701, section 2710 (4), of a notice of intent to terminate the registered domestic partnership of the Principal and the Agent; or the power of attorney terminates.

An Agent's authority is exercisable until the authority terminates under this section, notwithstanding a lapse of time since the execution of the power of attorney.

Termination of an Agent's authority or of a power of attorney is not effective as to the Agent or another person that, without actual knowledge of the termination, acts in good faith under the power of attorney. An act so performed, unless otherwise invalid or unenforceable, binds the Principal and the Principal's successors in interest.

Reimbursement and Compensation of Agent – An Agent is entitled to reimbursement of expenses reasonably incurred on behalf of the Principal and to compensation that is reasonable under the circumstances. Factors to be considered as guides in determining the reasonableness of a fee include the following:

1. the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the service properly;
2. the likelihood, if apparent to the personal representative, that the acceptance of the particular employment will preclude the person employed from other employment;
3. the fee customarily charged in the locality for similar services;
4. the amount involved and the results obtained;
5. the time limitations imposed by the personal representative or by the circumstances; and
6. the experience, reputation and ability of the person performing the services.

Agent's Acceptance of Appointment — A person accepts appointment as an Agent under a power of attorney by exercising authority or performing duties as an Agent or by any other assertion or conduct indicating acceptance.

Agent's Duties – An Agent that has accepted appointment shall:

- Act in accordance with the Principal's reasonable expectations to the extent actually known by the Agent and otherwise act as a fiduciary under the standards of care applicable to trustees as described under Title 18-B, chapter 8, sections 802 to 807 and Title 18-B, chapter 9;
- Act in good faith;
- Act only within the scope of authority granted in the power of attorney;
- Act loyally for the Principal's benefit;
- Act so as not to create a conflict of interest that impairs the Agent's ability to act impartially;
- Act with the care, competence and diligence ordinarily exercised by Agents in similar circumstances;
- Keep a record of all receipts, disbursements and transactions made on behalf of the Principal;
- Cooperate with a person that has authority to make health care decisions for the Principal to carry out such decisions; and
- Attempt to preserve the Principal's estate plan, to the extent actually known by the Agent, based on all relevant factors, including:
 - The value and nature of the Principal's property;
 - The Principal's foreseeable obligations and need for maintenance;
 - Minimization of taxes, including income, estate, inheritance, generation-skipping transfer and gift taxes; and
 - Eligibility for a benefit, a program or assistance under a statute, rule or regulation.

An Agent that acts in good faith is not liable to any beneficiary of the Principal's estate plan for failure to preserve the plan.

An Agent that acts with care, competence and diligence for the sole interest of the Principal is not liable solely because the Agent also benefits from the act or has an individual or conflicting interest in relation to the property or affairs of the Principal.

If an Agent is selected by the Principal because of special skills or expertise possessed by the Agent or in reliance on the Agent's representation that the Agent has special skills or expertise, the special skills or expertise must be considered in determining whether the Agent has acted with care, competence and diligence under the circumstances.

Absent a breach of duty to the Principal, an Agent is not liable if the value of the Principal's property declines.

An Agent that exercises authority to delegate to another person the authority granted by the Principal or that engages another person on behalf of the Principal is not liable for an act, error of judgment or

default of that person if the Agent exercises care, competence and diligence in selecting and monitoring the person.

An Agent is not required to disclose receipts, disbursements or transactions conducted on behalf of the Principal unless ordered by a court or requested by the Principal, a guardian, a conservator, another fiduciary acting for the Principal, a governmental agency having authority to protect the welfare of the Principal or, upon the death of the Principal, by the personal representative or successor in interest of the Principal's estate. If so requested, within 30 days the Agent shall comply with the request or provide a writing or other record substantiating why additional time is needed and shall comply with the request within an additional 30 days.

Exoneration of Agent and Agent's Liability — The Agent is liable only if the Agent commits acts in which there is a breach of duty committed dishonestly, an improper motive, or reckless indifference to the purposes of the power of attorney. This exoneration is binding on the Principal and the Principal's successors in interest. An Agent that violates this chapter is liable to the Principal or the Principal's successors in interest for the amount required to restore the value of the Principal's property to what it would have been had the violation not occurred; and reimburse the Principal or the Principal's successors in interest for the attorney's fees and costs paid on the Agent's behalf.

Agent's Resignation— An Agent may resign by giving notice to the Principal, to the guardian if the Principal is incapacitated and one has been appointed for the Principal, and to any Co-Agent, or if none, the next Successor Agent. If there is no Successor Agent, the Agent shall provide notice to the Principal's caregiver; another person listed in the power of attorney as having sufficient interest in the Principal's welfare to receive the resignation; or a governmental agency having authority to protect the welfare of the Principal.

Agent's Specific Powers – For the subjects described in sections 5-934 through 5-947 my Agent is authorized with respect to that subject, to:

- Demand, receive and obtain by litigation or otherwise, money or another thing of value to which the Principal is, may become or claims to be entitled and conserve, invest, disburse or use anything so received or obtained for the purposes intended;
- Contract in any manner with any person, on terms agreeable to the Agent, to accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate, release or modify the contract or another contract made by or on behalf of the Principal;
- Execute, acknowledge, seal, deliver, file or record any instrument or communication the Agent considers desirable to accomplish a purpose of a transaction, including creating at any time a schedule listing some or all of the Principal's property and attaching it to the power of attorney;
- Initiate, participate in, submit to alternative dispute resolution, settle, oppose or propose or accept a compromise with respect to a claim existing in favor of or against the Principal or intervene in litigation relating to the claim;
- Seek on the Principal's behalf the assistance of a court or other governmental agency to carry out an act authorized in the power of attorney;

- Engage, compensate and discharge an attorney, accountant, discretionary investment manager, expert witness or other advisor;
- Prepare, execute and file a record, report or other document to safeguard or promote the Principal's interest under a statute, rule or regulation;
- Communicate with any representative or employee of a government or governmental subdivision, agency or instrumentality on behalf of the Principal;
- Access communications intended for and communicate on behalf of the Principal, whether by mail, electronic transmission, telephone or other means; and
- Do any lawful act with respect to the subject and all property related to the subject.

The Principal shall initial next to each power that the Principal authorizes the Agent to have and shall strike through any power that the Principal does not authorize the Agent to have:

_____ **§5-934. Real property –**

My Agent is authorized to:

- (a). Demand, buy, lease, receive, accept as a gift or as security for an extension of credit or otherwise acquire or reject an interest in real property or a right incident to real property;
- (b). Sell; exchange; convey with or without covenants, representations or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property;
- (c). Pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;
- (d). Release, assign, satisfy or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien or other claim to real property that exists or is asserted;
- (e). Manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the Principal, including:
 - (1). Insuring against liability or casualty or other loss;
 - (2). Obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;
 - (3). Paying, assessing, compromising or contesting taxes or assessments or applying for and receiving refunds in connection with them; and
 - (4). Purchasing supplies, hiring assistance or labor and making repairs or alterations to the real property;
- (f). Use, develop, alter, replace, remove, erect or install structures or other improvements upon real property in or incident to which the Principal has, or claims to have, an interest or right;
- (g). Participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, hold and act with respect to stocks and bonds or other property received in a plan of reorganization, including:
 - (1). Selling or otherwise disposing of them;

- (2). Exercising or selling an option, right of conversion or similar right with respect to them; and
- (3). Exercising any voting rights in person or by proxy;
- (h). Change the form of title of an interest in or right incident to real property; and
- (i). Dedicate to public use, with or without consideration, easements or other real property in which the Principal has, or claims to have, an interest.

_____ **§5-935. Tangible personal property –**

My Agent is authorized to:

- (a). Demand, buy, receive, accept as a gift or as security for an extension of credit or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property;
- (b). Sell; exchange; convey with or without covenants, representations or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or otherwise dispose of tangible personal property or an interest in tangible personal property;
- (c). Grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;
- (d). Release, assign, satisfy or enforce by litigation or otherwise a security interest, lien or other claim on behalf of the Principal with respect to tangible personal property or an interest in tangible personal property;
- (e). Manage or conserve tangible personal property or an interest in tangible personal property on behalf of the Principal, including:
 - (1). Insuring against liability or casualty or other loss;
 - (2). Obtaining or regaining possession of or protecting the property or interest by litigation or otherwise;
 - (3). Paying, assessing, compromising or contesting taxes or assessments or applying for and receiving refunds in connection with them;
 - (4). Moving the property from place to place;
 - (5). Storing the property for hire or on a gratuitous bailment;
 - (6). Using and making repairs, alterations or improvements to the property; and
 - (7). Changing the form of title of an interest in tangible personal property.

_____ **§5-936. Stocks and bonds –**

My Agent is authorized to:

- (a). Buy, sell and exchange stocks and bonds;
- (b). Establish, continue, modify or terminate an account with respect to stocks and bonds;
- (c). Pledge stocks and bonds as security to borrow, pay, renew or extend the time of payment of a debt of the Principal;
- (d). Receive certificates and other evidences of ownership with respect to stocks and bonds; and
- (e). Exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts and consent to limitations on the right to vote.

_____ **§5-937. Commodities and options –**

My Agent is authorized to:

- (a). Buy, sell, exchange, assign, settle and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange; and
- (b). Establish, continue, modify and terminate option accounts.

§5-938. Banks and other financial institutions –

My Agent is authorized to:

- (a). Continue, modify and terminate an account or other banking arrangement made by or on behalf of the Principal;
- (b). Establish, modify and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm or other financial institution selected by the Agent;
- (c). Contract for services available from a financial institution, including renting a safe deposit box or space in a vault;
- (d). Withdraw, by check, order, electronic funds transfer or otherwise, money or property of the Principal deposited with or left in the custody of a financial institution;
- (e). Receive statements of account, vouchers, notices and similar documents from a financial institution and act with respect to them;
- (f). Enter a safe deposit box or vault and withdraw or add to the contents;
- (g). Borrow money and pledge as security personal property of the Principal necessary to borrow money or pay, renew or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;
- (h). Make, assign, draw, endorse, discount, guarantee and negotiate promissory notes, checks, drafts and other negotiable or nonnegotiable paper of the Principal or payable to the Principal or the Principal's order, transfer money, receive the cash or other proceeds of those transactions and accept a draft drawn by a person upon the Principal and pay it when due;
- (i). Receive for the Principal and act upon a sight draft, warehouse receipt or other document of title, whether tangible or electronic, or other negotiable or nonnegotiable instrument;
- (j). Apply for, receive and use letters of credit, credit and debit cards, electronic transaction authorizations and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and
- (k). Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

§5-939. Operation of entity or business –

Subject to the terms of a document or an agreement governing an entity or an entity ownership interest my Agent is authorized to:

- (a). Operate, buy, sell, enlarge, reduce or terminate an ownership interest;
- (b). Perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege or option that the Principal has, may have or claims to have;
- (c). Enforce the terms of an ownership agreement;
- (d). Initiate, participate in, submit to alternative dispute resolution, settle, oppose or propose or accept a compromise with respect to litigation to which the Principal is a party because of an ownership interest;
- (e). Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege or option the Principal has or claims to have as the holder of stocks and bonds;
- (f). Initiate, participate in, submit to alternative dispute resolution, settle, oppose or propose or accept a compromise with respect to litigation to which the Principal is a party concerning stocks and bonds;

- (g). With respect to an entity or business owned solely by the Principal:
- (1). Continue, modify, renegotiate, extend and terminate a contract made by or on behalf of the Principal with respect to the entity or business before execution of the power of attorney;
 - (2). Determine:
 - (i) The location of its operation;
 - (ii) The nature and extent of its business;
 - (iii) The methods of manufacturing, selling, merchandising, financing, accounting and advertising employed in its operation;
 - (iv) The amount and types of insurance carried; and
 - (v) The mode of engaging, compensating and dealing with its employees and accountants, attorneys or other advisors;
 - (3). Change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and
 - (4). Demand and receive money due or claimed by the Principal or on the Principal's behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business;
- (h). Put additional capital into an entity or business in which the Principal has an interest;
- (i). Join in a plan of reorganization, consolidation, conversion, domestication or merger of the entity or business;
- (j). Sell or liquidate all or part of an entity or business;
- (k). Establish the value of an entity or business under a buy-out agreement to which the Principal is a party;
- (l). Prepare, sign, file and deliver reports, compilations of information, returns or other papers with respect to an entity or business and make related payments; and
- (m). Pay, compromise or contest taxes, assessments, fines or penalties and perform any other act to protect the Principal from illegal or unnecessary taxation, assessments, fines or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

§5-940. Insurance and annuities –

My Agent is authorized to:

- (a). Continue, pay the premium or make a contribution on, modify, exchange, rescind, release or terminate a contract procured by or on behalf of the Principal that insures or provides an annuity to either the Principal or another person, whether or not the Principal is a beneficiary under the contract;
- (b). Procure new, different and additional contracts of insurance and annuities for the Principal and the Principal's spouse, registered domestic partner, children and other dependents and select the amount, type of insurance or annuity and mode of payment;
- (c). Pay the premium or make a contribution on, modify, exchange, rescind, release or terminate a contract of insurance or annuity procured by the Agent;
- (d). Apply for and receive a loan secured by a contract of insurance or annuity;
- (e). Surrender and receive the cash surrender value on a contract of insurance or annuity;
- (f). Exercise an election;
- (g). Exercise investment powers available under a contract of insurance or annuity;
- (h). Change the manner of paying premiums on a contract of insurance or annuity;

- (i). Change or convert the type of insurance or annuity with respect to which the Principal has or claims to have authority described in this section;
- (j). Apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on the life of the Principal;
- (k). Collect, sell, assign, hypothecate, borrow against or pledge the interest of the Principal in a contract of insurance or annuity;
- (l). Select the form and timing of the payment of proceeds from a contract of insurance or annuity; and
- (m). Pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

§5-941. Estate, trust and other beneficial interests –

(a). As used in this section, "estate, trust and other beneficial interest" means a trust, probate estate, guardianship, conservatorship, escrow or custodianship or a fund from which the Principal is, may become or claims to be entitled to a share or payment.

(b). My Agent is authorized to:

- (1). Accept, receive, receipt for, sell, assign, pledge or exchange a share in or payment from the fund;
- (2). Demand or obtain money or another thing of value to which the Principal is, may become or claims to be entitled by reason of the fund, by litigation or otherwise;
- (3). Exercise for the benefit of the Principal a presently exercisable general power of appointment held by the Principal;
- (4). Initiate, participate in, submit to alternative dispute resolution, settle, oppose or propose or accept a compromise with respect to litigation to ascertain the meaning, validity or effect of a deed, will, declaration of trust or other instrument or transaction affecting the interest of the Principal;
- (5). Initiate, participate in, submit to alternative dispute resolution, settle, oppose or propose or accept a compromise with respect to litigation to remove, substitute or surcharge a fiduciary;
- (6). Conserve, invest, disburse or use anything received for an authorized purpose; and
- (7). Transfer an interest of the Principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities and other property to the trustee of a revocable trust created by the Principal as settler.

§5-942. Claims and litigation –

My Agent is authorized to:

- (a). Assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment or defense, including an action to recover property or other thing of value, recover damages sustained by the Principal, eliminate or modify tax liability or seek an injunction, specific performance or other relief;
- (b). Bring an action to determine adverse claims or intervene or otherwise participate in litigation;
- (c). Seek an attachment, garnishment, order of arrest or other preliminary, provisional or intermediate relief and use an available procedure to effect or satisfy a judgment, order or decree;
- (d). Make or accept a tender, offer of judgment or admission of facts, submit a controversy on an agreed statement of facts, consent to examination and bind the Principal in litigation;

- (e). Submit to alternative dispute resolution, settle and propose or accept a compromise;
- (f). Waive the issuance and service of process upon the Principal, accept service of process, appear for the Principal, designate persons upon which process directed to the Principal may be served, execute and file or deliver stipulations on the Principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement or other instrument in connection with the prosecution, settlement or defense of a claim or litigation;
- (g). Act for the Principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the Principal or some other person, or with respect to a reorganization, receivership or application for the appointment of a receiver or trustee that affects an interest of the Principal in property or other thing of value;
- (h). Pay a judgment, award or order against the Principal or a settlement made in connection with a claim or litigation; and
- (i). Receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

§5-943. Personal and family maintenance –

My Agent is authorized to:

- (a). Perform the acts necessary to maintain the customary standard of living of the Principal, the Principal's spouse or the Principal's registered domestic partner and the following individuals, whether living when the power of attorney is executed or later born:
 - (i) Individuals legally entitled to be supported by the Principal; and
 - (ii) Individuals whom the Principal has customarily supported or indicated the intent to support;
- (b). Make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the Principal is a party;
- (c). Provide living quarters for the individuals described in paragraph (a) by:
 - (i) Purchase, lease or other contract;
 - (ii) Paying the operating costs, including interest, amortization payments, repairs, improvements and taxes, for premises owned by the Principal or occupied by those individuals;
- (d). Provide normal domestic help, usual vacations and travel expenses and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for the individuals described in paragraph (a);
- (e). Pay expenses for necessary health care and custodial care on behalf of the individuals described in paragraph (a);
- (f). Act as the Principal's personal representative pursuant to the federal Health Insurance Portability and Accountability Act of 1996, 42 United States Code, Section 1320d et seq., as amended, and applicable regulations, in making decisions related to the past, present or future payment for the provision of health care consented to by the Principal or anyone authorized under the law of this State to consent to health care on behalf of the Principal;
- (g). Continue any provision made by the Principal for automobiles or other means of transportation, including registering, licensing, insuring and replacing them, for the individuals described in paragraph (a);
- (h). Maintain credit and debit accounts for the convenience of the individuals described in paragraph (a) and open new accounts; and

- (i). Continue payments incidental to the membership or affiliation of the Principal in a religious institution, club, society, order or other organization or to continue contributions to those organizations.

Authority with respect to personal and family maintenance is neither dependent upon, nor limited by, authority that an Agent may or may not have with respect to gifts under this Part.

§5-944. Benefits from governmental programs or civil or military service –

- (a). As used in this section, "benefit from governmental programs or civil or military service" means any benefit, program or assistance provided under a statute, rule or regulation including Social Security, Medicare and Medicaid.
- (b). My Agent is authorized to:
- (1). Execute vouchers in the name of the Principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the Principal, including allowances and reimbursements for transportation of the individuals described in section 5-943, subsection (a), paragraph (1) and for shipment of their household effects;
 - (2). Take possession and order the removal and shipment of property of the Principal from a post, warehouse, depot, dock or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate or other instrument for that purpose;
 - (3). Enroll in, apply for, select, reject, change, amend or discontinue, on the Principal's behalf, a benefit or program;
 - (4). Prepare, file and maintain a claim of the Principal for a benefit or assistance, financial or otherwise, to which the Principal may be entitled under a statute, rule or regulation;
 - (5). Initiate, participate in, submit to alternative dispute resolution, settle, oppose or propose or accept a compromise with respect to litigation concerning any benefit or assistance the Principal may be entitled to receive under a statute, rule or regulation; and
 - (6). Receive the financial proceeds of a claim described in paragraph (4) and conserve, invest, disburse or use for a lawful purpose anything so received.

§5-945. Retirement plans –

- (a). As used in this section, "retirement plan" means a plan or account created by an employer, the Principal or another individual to provide retirement benefits or deferred compensation of which the Principal is a participant, beneficiary or owner, including a plan or account under the following sections of the federal Internal Revenue Code:
- (1). An individual retirement account under 26 United States Code, Section 408, as amended;
 - (2). A Roth individual retirement account under 26 United States Code, Section 408A, as amended;
 - (3). A deemed individual retirement account under 26 United States Code, Section 408(q), as amended;
 - (4). An annuity or mutual fund custodial account under 26 United States Code, Section 403(b), as amended;
 - (5). A pension, profit-sharing, stock bonus or other retirement plan qualified under 26 United States Code, Section 401(a), as amended;

- (6). A plan under 26 United States Code, Section 457(b), as amended; and
- (7). A nonqualified deferred compensation plan under 26 United States Code, Section 409A, as amended.
- (b). My Agent is authorized to:
 - (1). Select the form and timing of payments under a retirement plan and withdraw benefits from a plan;
 - (2). Make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another;
 - (3). Establish a retirement plan in the Principal's name;
 - (4). Make contributions to a retirement plan;
 - (5). Exercise investment powers available under a retirement plan; and
 - (6). Borrow from, sell assets to or purchase assets from a retirement plan.

§5-946. Taxes –

My Agent is authorized to:

- (a). Prepare, sign and file federal, state, local and foreign income, gift, payroll, property, Federal Insurance Contributions Act and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under 26 United States Code, Section 2032A, as amended, closing agreements and any power of attorney required by the federal Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years;
- (b). Pay taxes due, collect refunds, post bonds, receive confidential information and contest deficiencies determined by the federal Internal Revenue Service or other taxing authority;
- (c). Exercise any election available to the Principal under federal, state, local or foreign tax law; and
- (d). Act for the Principal in all tax matters for all periods before the federal Internal Revenue Service or other taxing authority.

§5-947. Gifts –

- (a). As used in this section, a gift "for the benefit of" a person includes a gift to a trust, an account under the Maine Uniform Transfers to Minors Act and a tuition savings account or prepaid tuition plan as defined under 26 United States Code, Section 529, as amended.
- (b). My Agent may make a gift of the my property only as my Agent determines such gift is consistent with my objectives known by my Agent and, if unknown, as my Agent determines is consistent with my objectives based on all relevant factors, including:
 - (1). The value and nature of the my property;
 - (2). My foreseeable obligations and need for maintenance;
 - (3). Minimization of taxes, including income, estate, inheritance, generation-skipping transfer and gift taxes;
 - (4). Eligibility for a benefit, a program or assistance under a statute, rule or regulation; and
 - (5). My personal history of making or joining in making gifts.

Signature & Acknowledgement

I am the maker of this instrument and am fully informed as to all the contents of this Durable Financial Power of Attorney. I understand the full import of this grant of powers to my Agent(s).

Principal's Signature _____ Date _____

The following subscribing witnesses have appeared before the Notary Public and swear that he or she witnessed the maker of this instrument execute the instrument as the maker's own act.

First Witness _____

Address _____

Telephone _____

Signature _____ Date _____

Second Witness _____

Address _____

Telephone _____

Signature _____ Date _____

STATE OF MAINE

COUNTY OF _____

The maker and the witnesses personally appeared before me and the foregoing instrument was

acknowledged before me on this the ____ day of _____ (month), 20____ (year), by

_____ (name of Notary Public). I am satisfied that the person(s) who made the acknowledgment or proof was the maker of or the witness to the instrument.

(Signature of Notary Public - State of Maine)

(Print, Type, or Stamp
Commissioned Name of Notary Public)