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# 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 u	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 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 make 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:
<del>-</del>

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 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.

Dated at	, New Hampshire this day of
	, 20
	Principal's Signature

## **Affirmation by Witness**

I, witnessed the signature of this Power of Attorney by the Principal, and I affirm that the Principal appeared to me to be of sound mind, was not under duress, and the Principal affirmed to me that he was aware of the nature of this Power of Attorney and signed it freely and voluntarily.				
neery and voluntarily.	Witness's Signature			
	Print Name:			
<u>A</u>	cknowledgment by Principal			
State of New Hampshire	е			
County of	_, S.S.			
to me or was otherwise	in said County and State, personally the Principal, who is known suitably identified, did acknowledge to me that the 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

l,	, have read the attached power of
attorney and am the person identifie	·
,	t as Agent or "attorney in fact,"; I am
<del>-</del>	wer 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 Powe	er of Attorney. This Durable Power of
Attorney is valid only if the Principal	l 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 stan	dards observed by a prudent person,
which means the use of those power	ers that is reasonable in view of the
interests of the Principal and in view	v of the way in which a person of
ordinary judgment would act in carr	ying out that person's own affairs. If the
exercise of my acts is called into qu	estion, the burden will be upon me to
prove that I acted under the standa	rds of a fiduciary. As the Agent, I am not
entitled to use the money or proper	ty 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
	pal dies and I will not have authority to
	or administer the estate unless I am
authorized to do so by a New Hamp	•
fiduciary duty under this Durable Po	
damages and may be subject to cri	minal prosecution. If there is anything
about this Durable Power of Attorne	ey, or my duties under it, that I do not
understand, I understand that I sho	uld seek professional advice.
I acknowledge that I have read ar	nd understand the instructions
above.	
Agent's Signature	

State of New Hampshir		
County of	S.S.	
, th	said County and State, personally appeared Agent, who is known to me or was otherwise knowledge to me that the executing this documen deed	nt
	Notary Public	
	Print Name	
	Commission Expires:	