

New Jersey Durable Financial Power of Attorney

Principal and Agent or Co-Agents

I, _____, (hereinafter the "Principal" presently residing at _____, in the State of New Jersey, 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).

This power of attorney does not authorize my Agent, Co-Agents or Successor Agent(s) to make health care decisions for me.

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 New Jersey. My Agent should review the Revised Durable Power of Attorney Act (New Jersey Statutes, Title 46, Section 2B-8.1 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 New Jersey.

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 shall not be affected by subsequent disability or incapacity of the principal, or lapse of time.

Powers Not Conferred Upon Agent – This power of attorney does not authorize the Agent to do any of the following acts:

- (a) designate, change or revoke the beneficiary designations in any life insurance, annuity, or similar contract, employee benefit or plan or retirement benefit or plan, payable on death or transfer on death account, or any other account or benefit; or
- (b) make, amend, alter, revoke or terminate any inter vivos trust, registration of the Principal’s securities in beneficiary form, or any provisions for nonprobate transfer at death or to open, modify or terminate a transfer on death account; or
- (c) make transfers of property, money or other assets to any trust; or
- (d) disclaim property or disclaim a power of appointment or discretion held by the Principal as executor or trustee or in a similar fiduciary capacity; or
- (e) open or close any account of the Principal including an account naming the Agent and the Principal as joint owners unless the change in account status is solely ministerial in nature; or
- (f) create or change rights of survivorship; or
- (g) renounce a Principal’s designation as fiduciary for another person; or
- (h) reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from an estate, trust or other beneficial interest; or
- (i) delegate to others any one, more or all of the powers that have been conferred on the Agent.

Revocation and termination of power of attorney –

- a. A power of attorney is revoked when the Principal:
 - (1) executes a subsequent power of attorney that expressly revokes the prior power of attorney or states that all other powers of attorney are revoked;

- (2) causes all executed originals of the power of attorney to be physically destroyed, including any originals that have been filed with financial institutions; or
 - (3) executes a written instrument of revocation which is acknowledged in the same manner as the power of attorney.
- b. If a power of attorney that has been recorded is revoked, but the revocation is not recorded in the recording office where the original power of attorney was recorded, the revocation shall be ineffective as to a third party or an Agent who acts in reliance on the recorded power of attorney without knowledge or notice of the revocation.
- c. Except upon a court order for good cause, no person other than the Principal may revoke a durable power of attorney.
- d. A power of attorney terminates when:
 - (1) the Principal dies, provided that if the Agent, who without knowledge or notice of the Principal's death, acts in good faith under the power, any action so taken by the Agent, unless otherwise invalid or unenforceable, binds the Principal's successors in interest;
 - (2) the Principal revokes the power of attorney in accordance with subsection a. of this section;
 - (3) the Agent dies, is unable to exercise the authority conferred by the power of attorney, or resigns, and there is no Co-Agent or Successor Agent or none who is willing or able to serve;
 - (4) the Agent's authority terminates because the marriage, domestic partnership or partnership in civil union of the Agent who is the spouse or domestic partner or partner in civil union with the Principal is terminated by divorce, annulment, dissolution or other proceeding; or
 - (5) a court order terminates the power of attorney.
- e. Despite the revocation or termination of a power of attorney under this section, an Agent's good faith act may bind the Principal and the Principal's successors in interest.

Agent to disclose relationship with Principal –

- a. In any transaction where the Agent is acting pursuant to a power of attorney and the handwritten signature of the Agent or Principal is required, the Agent shall disclose the Principal and Agent relationship by:
 - (1) signing (name of Agent) as Agent for (name of Principal); or
 - (2) signing (name of Principal) by (name of Agent) as Agent; or
 - (3) any similar written disclosure of the Principal and Agent relationship.
- b. When the Agent engages in a transaction on behalf of the Principal, the Agent is attesting that at the time of the transaction:
 - (1) the Agent has actual authority to engage in the transaction;
 - (2) the Agent does not have knowledge or notice of the termination or revocation of the power of attorney, or knowledge or notice of any facts indicating that the power has been terminated or revoked;
 - (3) if the power of attorney does not expressly provide that it terminates upon the incapacity of the Principal, that the Agent does not have knowledge or notice of the Principal's incapacity, or knowledge or notice of any facts indicating the Principal's incapacity; and
 - (4) the Agent does not have knowledge or notice that the power of attorney has been modified in any way that would affect the ability of the Agent to engage in the

transaction, or knowledge or notice of any facts indicating that the power has been so modified.

- c. The attestation of the Agent pursuant to subsection b is not effective as to any third party with knowledge or notice that the power has terminated or been revoked prior to the transaction.

Reimbursement of the Agent – My Agent may be reimbursed for reasonable expenses incurred on the Principal's behalf from the Principal's assets.

Agent's Specific Powers – 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:

 Banking transactions. My Agent has authority to conduct banking transactions as set forth in section 2 of P.L.1991, c.95 (C.46:2B-11)" and is authorized to:

- a. To continue, modify or terminate any account or other banking arrangement made by or on behalf of the Principal prior to creation of the agency;
- b. To open, either in the name of the Agent alone, the Principal alone or in both their names jointly, or otherwise, an account of any type in any banking institution selected by the Agent; to hire, remove the contents of or surrender a safe deposit box or vault space; and to make other contracts for the procuring of other services made available by any banking institution or safe deposit company as the agent shall deem desirable;
- c. To draw, sign and deliver checks or drafts for any purpose, to withdraw by check, order, draft, wire transfer, electronic funds transfer or otherwise, any funds or property of the Principal deposited with, or left in the custody of, any banking institution, wherever located, either prior or subsequent to the creation of the agency, and use any line of credit connected with any such accounts, apply for any automatic teller machine card or debit card or use any automatic teller machine card or debit card, including already existing cards, in connection with any such accounts and apply for and use any bank credit card issued in the name of the Agent as an alternate user, but shall not use existing credit cards issued in the name of the Principal, on existing bank credit card accounts of the Principal;
- d. To prepare periodic financial statements concerning the assets and liabilities or income and expenses of the Principal, and to deliver statements so prepared to the banking institution or other person whom the Agent believes to be reasonably entitled;
- e. To receive statements, vouchers, notices or other documents from any banking institution and to act with respect to them;
- f. To have free access during normal business hours to any safe deposit box or vault to which the Principal would have access if personally present;
- g. To borrow money by bank overdraft, loan agreement or promissory note of the Principal given for a period or on demand and at an interest rate as the agent shall select; to give any security out of the assets of the Principal as the Agent shall deem desirable or necessary for any borrowing; to pay, renew or extend the time of payment of any agreement or note so given or given by or on behalf of the Principal; and to procure for the principal a loan from any banking institution by any other procedure made available by a banking institution;
- h. To make, assign, endorse, discount, guaranty and negotiate for any purpose all promissory notes, checks, drafts or other negotiable or non-negotiable paper instruments of the Principal or payable to the Principal or to the Principal's order; to receive the cash or other proceeds of

these transactions; and to accept any draft drawn by any person upon the principal and pay it when due;

i. To receive for the principal and deal in or with any trust receipt, warehouse receipt or other negotiable or non-negotiable instrument in which the Principal has or claims to have interest;

j. To apply for and receive letters of credit or traveler's checks from any banking institution selected by the Agent, giving any related indemnity or other agreements as the Agent shall deem appropriate;

k. To consent to an extension in the time of payment for any commercial paper or banking transaction in which the principal has an interest or by which the Principal is, or might be, affected in any way;

l. To demand, receive, obtain by action, proceeding or otherwise any money or other thing of value to which the Principal is, may become or may claim to be entitled to as the proceeds of any banking transaction conducted by the Principal or by the Agent in the execution of any of the powers described in this section, or partly by the Principal and partly by the agent so acting; to conserve, invest, disburse or utilize anything so received for the purposes enumerated in this section; and to reimburse the Agent for any expenditures properly made by the Agent in the execution of the powers conferred upon the Agent by the power of attorney pursuant to the provisions of this section;

m. To execute, acknowledge, seal and deliver any instrument in the name of the Principal or otherwise which the Agent deems useful for the accomplishment of any purpose enumerated in this section;

n. To prosecute, defend, submit to arbitration, settle and propose or accept a compromise with respect to any claim existing in favor of or against the Principal based on or involving any banking transaction or to intervene in any action or proceeding relating to the banking transaction;

o. To hire, discharge and compensate any attorney, accountant, expert witness or other assistant or assistants when the agent deems the action to be appropriate for the proper execution by the agent of any of the powers described in this section and for maintaining the necessary records; and

p. In addition to the specific acts set forth in this section, to do any other act which the Principal may do through an Agent concerning any transaction with a banking institution which affects the financial or other interests of the Principal.

_____ **Gifts.** As used in this section, a gift "for the benefit of" a person includes a gift to a trust, an account under the 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. My Agent has authority to 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: the value and nature of the my property; my foreseeable obligations and need for maintenance; minimization of taxes, including income, estate, inheritance, generation-skipping transfer and gift taxes; eligibility for a benefit, a program or assistance under a statute, rule or regulation; and my personal history of making or joining in making gifts.

_____ **Real estate transactions.** My Agent has authority to conduct real estate transactions and is authorized to:

a. demand, buy, lease, receive, reject, accept as a gift or as security for an extension of credit, or otherwise acquire 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, mortgage, 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 which 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 insuring against liability or casualty or other loss; obtaining or regaining possession of or protecting the interest or right by litigation or otherwise; paying, assessing, compromising or contesting taxes or assessments or applying for and receiving refunds in connection with them; and 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 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, and hold, and act with respect to bonds and shares or other property received in a plan of reorganization, including selling or otherwise disposing of them, exercising or selling an option, right of conversion, or similar right with respect to them, and 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;
- i. execute, acknowledge, seal and deliver any deed, affidavit of title and other closing documents, and to do any and all other acts and things reasonably necessary to consummate the sale of premises or land generally, or specifically;
- j. execute, acknowledge, seal and deliver any revocation, declaration, mortgage, lease, notice, check or other instrument which the Agent deems useful to accomplish any purpose enumerated in this section;
- k. dedicate to public use, with or without consideration, easements or other real property in which the Principal has, or claims to have, an interest;
- l. demand, receive, obtain by action, proceeding or otherwise any money or other thing of value to which the Principal is, may become or may claim to be entitled to as the proceeds of any real estate transaction conducted by the Principal or by the Agent in the execution of any of the powers described in this section, or partly by the Principal and partly by the Agent so acting; conserve, invest, disburse or utilize anything so received for the purposes enumerated in this section; and reimburse the Agent for any expenditures properly made by the Agent in the execution of the powers conferred upon the Agent by the power of attorney pursuant to this section;
- m. prosecute, defend, submit to alternative dispute resolution, mediation or arbitration, or settle and propose or accept a compromise with respect to any claim existing in favor of or against the Principal based on or involving any real estate transaction or intervene in any action or proceeding relating to the transaction;
- n. hire, discharge and compensate any attorney, accountant, expert witness or other assistant or assistants when the Agent deems the action to be appropriate for the proper execution by

the Agent of any of the powers described in this section and for maintaining the necessary records; and

o. in addition to the specific acts set forth in this section, do any other act which the Principal may do through an Agent concerning any real property that affects the interests of the Principal.

_____ **Tangible personal property transactions.** My Agent has authority to conduct tangible personal property transactions and is authorized to:

- a. demand, buy, receive, reject, accept as a gift or as security for an extension of credit, or otherwise acquire 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, encumber, 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;
- f. demand, receive, obtain by action, proceeding or otherwise any money or other thing of value to which the Principal is, may become or may claim to be entitled to as the proceeds of any tangible personal property transaction conducted by the Principal or by the Agent in the execution of any of the powers described in this section, or partly by the Principal and partly by the Agent so acting; conserve, invest, disburse or utilize anything so received for the purposes enumerated in this section; and reimburse the Agent for any expenditures properly made by the Agent in the execution of the powers conferred upon the Agent by the power of attorney pursuant to this section;
- g. execute, acknowledge, seal and deliver any instrument in the name of the Principal or otherwise which the Agent deems useful to accomplish any purpose enumerated in this section;
- h. prosecute, defend, submit to alternative dispute resolution, mediation or arbitration, or settle and propose or accept a compromise with respect to any claim existing in favor of or against the Principal based on or involving any tangible personal property transaction or intervene in any action or proceeding relating to the transaction;
- i. hire, discharge and compensate any attorney, accountant, expert witness or other assistant or assistants when the Agent deems the action to be appropriate for the proper execution by the Agent of any of the powers described in this section and for maintaining the necessary records; and
- j. in addition to the specific acts set forth in this section, do any other act which the Principal may do through an Agent concerning any tangible personal property or interest in any tangible personal property that affects the interests of the Principal.

_____ **Bond, share and commodity.** My Agent has authority to conduct bond, share and commodity transactions and is authorized to:

- a. sell, exchange, transfer either with or without a guaranty, release, surrender, hypothecate, pledge, grant options concerning, loan, trade in, or otherwise dispose of any bond, share, other instrument of similar character, commodity interest, or any instrument with respect to a

commodity interest, together with the interest, dividends, proceeds or other distributions connected with them;

- b. receive certificates and other evidences of ownership with respect to a bond, share, other instrument of similar character, commodity interest, or any instrument with respect to a commodity interest;
- c. exercise voting rights with respect to a bond or share in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote;
- d. manage or conserve any bond, share, instrument of similar character, commodity interest or any instrument with respect to a commodity;
- e. carry in the name of a nominee selected by the Agent any evidence of the ownership of any bond, share, other instrument of similar character, commodity interest or instrument with respect to a commodity, belonging to the Principal;
- f. demand, receive, obtain by action, proceeding or otherwise any money or other thing of value to which the Principal is, may become or may claim to be entitled to as the proceeds of any bond, share or commodity transaction conducted by the Principal or by the Agent in the execution of any of the powers described in this section, or partly by the Principal and partly by the Agent so acting; conserve, invest, disburse or utilize anything so received for the purposes enumerated in this section; and reimburse the Agent for any expenditures properly made by the Agent in the execution of the powers conferred upon the Agent by the power of attorney pursuant to this section;
- g. execute, acknowledge, seal and deliver any instrument in the name of the Principal or otherwise which the Agent deems useful to accomplish any purpose enumerated in this section;
- h. prosecute, defend, submit to alternative dispute resolution, mediation or arbitration, or settle and propose or accept a compromise with respect to any claim existing in favor of or against the Principal based on or involving any bond, share or commodity transaction or intervene in any action or proceeding relating to the transaction;
- i. hire, discharge and compensate any attorney, accountant, expert witness or other assistant or assistants when the Agent deems the action to be appropriate for the proper execution by the Agent of any of the powers described in this section and for maintaining the necessary records; and
- j. in addition to the specific acts set forth in this section, do any other act which the Principal may do through an Agent concerning any transaction with respect to any interest in any bond, share or commodity interest that affects the financial or other interests of the Principal.

_____ **Business operating transactions.** My Agent has authority to conduct business operating transactions and is authorized, subject to the terms of a document or agreement governing an entity or an entity ownership interest, to:

- a. operate, buy, sell, enlarge, reduce, or terminate an ownership interest;
- b. perform a duty, 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. with respect to an entity or business owned solely by the Principal regardless of the form of organization of the business, provided that proof of the Principal's sole ownership is demonstrated:
 - (1) continue, modify, renegotiate, extend and terminate any contractual arrangements made with any person, firm, association, corporation or other entity, by or on behalf of the Principal prior to the creation of the agency;

- (2) determine: the location of the operation; nature and extent of the business; methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in operations; amounts and types of insurance carried; mode of engaging, compensating and dealing with employees, accountants, attorneys, or other advisors; and the name or form of organization;
 - (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;
- e. collect and disburse accounts receivable; continue, modify, renegotiate, extend and terminate a contract made by or on behalf of the Principal before execution of the power of attorney; inject additional capital in which the Principal has an interest; join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business; sell or liquidate all or part of the entity or business; establish the value under a buy-out agreement to which the Principal is a party; and prepare, sign, file and deliver reports, compilations, returns, or other documents with respect to the entity or business and make related payments; 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 the entity or business
 - f. demand, receive, obtain by action, proceeding or otherwise any money or other thing of value to which the Principal is, may become or may claim to be entitled to as the proceeds of any business operating transaction conducted by the Principal or by the Agent in the execution of any of the powers described in this section, or partly by the Principal and partly by the Agent so acting; engage in banking transactions the Agent deems desirable for effectuating the execution of the powers described in this section; conserve, invest, disburse or utilize anything so received for the purposes enumerated in this section; and to reimburse the Agent for any expenditures properly made by the Agent in the execution of the powers conferred upon the Agent by the power of attorney pursuant to this section;
 - g. execute, acknowledge, seal and deliver any instrument in the name of the Principal or otherwise which the Agent deems useful to accomplish any purpose enumerated in this section;
 - h. prosecute, defend, submit to alternative dispute resolution, mediation or arbitration, or settle and propose or accept a compromise with respect to any claim existing in favor of or against the Principal based on or involving any business operating transaction or intervene in any action or proceeding relating to the transaction;
 - i. hire, discharge and compensate any attorney, accountant, expert witness or other assistant or assistants when the Agent deems the action to be appropriate for the proper execution by the Agent of any of the powers described in this section and for maintaining the necessary records; and
 - j. in addition to the specific acts set forth in this section, do any other act which the Principal may do through an Agent concerning any business operating transaction that affects the interests of the Principal.

_____ **Insurance transactions.** My Agent has authority to conduct insurance transactions and is authorized to:

- a. continue, pay the premium or assessment or make a contribution on any contract of life, accident, health, disability or liability or any combination of such insurance procured by or on

behalf of the Principal which insures or provides an annuity to either the Principal or another person, whether or not the Principal is a beneficiary under the contract; provided that with respect to life insurance contracts existing at the time the power of attorney is executed, the authority granted by the power shall not include the authority to add, delete or otherwise change the beneficiary designation in effect for the contract, or modify, rescind, exchange, release or terminate such contract unless the specific authority to add, delete or otherwise change the beneficiary designation or to modify, rescind, exchange, release or terminate such contract is expressly and specifically conveyed in a power of attorney that is executed pursuant to this act;

b. procure new, different or additional contracts of insurance or annuities protecting the Principal; select the amount, type of insurance contract and the mode of payment under each policy; and pay the premium or assessment on, modify, rescind, exchange, release or terminate any contract procured by the Agent;

c. collect, sell, assign, hypothecate, borrow against, or pledge the interest of the Principal in a contract of insurance or annuity;

d. apply for and receive any available loan on the security of the contract of insurance, whether for the payment of a premium or for the procuring of cash; surrender and thereupon receive the cash surrender value; exercise an election as to the beneficiary or mode of payment, change the manner of premium payments; and change or convert the type of insurance contract with respect to any contract to which the Principal has, or claims to have, any one or more of the powers described in this section; provided that the authority granted by the power shall not include the authority to add, delete or otherwise change the beneficiary designation in effect for the contract, unless the power to add, delete or change the beneficiary designation is expressly and specifically conveyed in a power of attorney executed pursuant to this act;

e. demand, receive, obtain by action, proceeding or otherwise any money or other thing of value to which the Principal is, may become or may claim to be entitled to as the proceeds of any insurance transaction conducted by the Principal or by the Agent in the execution of any of the powers described in this section, or partly by the Principal and partly by the Agent so acting; to conserve, invest, disburse or utilize anything so received for the purposes enumerated in this section; and reimburse the Agent for any expenditures properly made by the Agent in the execution of the powers conferred upon the Agent by the power of attorney pursuant to this section;

f. execute, acknowledge, seal and deliver any instrument in the name of the Principal or otherwise which the Agent deems useful to accomplish any purpose enumerated in this section;

g. prosecute, defend, submit to alternative dispute resolution, mediation or arbitration, or settle and propose or accept a compromise with respect to any claim existing in favor of or against the Principal based on or involving any insurance transaction or intervene in any action or proceeding relating to the transaction;

h. hire, discharge and compensate any attorney, accountant, expert witness or other assistant or assistants when the Agent deems the action to be appropriate for the proper execution by the Agent of any of the powers described in this section and for maintaining the necessary records; and

i. in addition to the specific acts set forth in this section, do any other act which the Principal may do through an Agent concerning the procuring, supervising, managing, modifying, enforcing, or terminating a contract of insurance or otherwise involving any insurance transaction in which the Principal is insured or that affects the interests of the Principal.

_____ **Estate transactions.** My Agent has authority to conduct estate transactions and is authorized to:

- a. accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from an estate, trust or other beneficial interest;
- b. demand or obtain money or another thing of value to which the Principal is, may become, or claims to be, entitled by reason of an estate, trust, or other beneficial interest, by litigation or otherwise;
- c. exercise for the benefit of the Principal a presently exercisable general power of appointment held by the Principal;
- d. conserve, invest, disburse or use anything received for an authorized purpose;
- e. transfer an interest of the Principal in real property, bonds and shares, accounts with financial institutions or securities, intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the Principal as settlor;
- f. apply for and to procure, in the name of the Principal, letters of administration, letters testamentary, letters of trusteeship, or any other type of judicial or administrative authority to act as a fiduciary;
- g. demand, receive, obtain by action, proceeding or otherwise any money or other thing of value to which the Principal is, may become or may claim to be entitled to by reason of the death testate or intestate of any person or of any testamentary disposition or of any trust, or by reason of the administration of the estate of a decedent or absentee, or of the guardianship of a minor or intellectually incapacitated person, or the administration of any trust or other fund; initiate, participate in and oppose any proceeding for the ascertainment of the meaning, validity or effect of any deed, will, declaration of trust, or other transaction affecting the interest of the Principal; initiate, participate in and oppose any proceeding for the removal, substitution or surcharge of a fiduciary; conserve, invest disburse or use anything so received for purposes enumerated in this section; and reimburse the Agent for any expenditures properly made by the Agent in the execution of the powers conferred upon the Agent by the power of attorney pursuant to this section;
- h. execute, acknowledge, seal and deliver any instrument in the name of the Principal or otherwise which the Agent deems useful to accomplish any purpose enumerated in this section;
- i. prosecute, defend, submit to alternative dispute resolution, mediation or arbitration, or settle and propose or accept a compromise with respect to any claim which affects the estate of a decedent, absentee, minor or intellectually incapacitated person, or the administration of a trust or other fund, in any one of which the Principal has, or claims to have, an interest or with respect to which the Principal is a fiduciary, or intervene in any action or proceeding related to the estate, trust or fund;
- j. hire, discharge and compensate any attorney, accountant, expert witness or other assistant or assistants when the Agent deems the action to be appropriate for the proper execution by the Agent of any of the powers described in this section and for maintaining the necessary records; and
- k. in addition to the specific acts set forth in this section, do any other act which the Principal may do through an Agent concerning the estate or the administration of a trust or other fund, in any one of which the Principal has, or claims to have, an interest or with respect to which the Principal is a fiduciary; provided that with respect to beneficiary designations existing at the time the power of attorney is executed, or the power to reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from an estate, trust or other beneficial interest, or the establishment of a trust or the transfer of property, money or other assets to a trust already established for the benefit of the Principal or such people as the

Principal shall designate, the authority granted by the power shall not include the authority to change the designation of a beneficiary, or reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from an estate, trust or other beneficial interest, or the establishment of a trust or the transfer of property, money or other assets to a trust already established for the benefit of the Principal or such people as the Principal shall designate, unless the authority to make such change is expressly and specifically conveyed in a power of attorney executed pursuant to this act. A power of attorney may be used to renounce the Principal's designation as a fiduciary for another person in accordance with this act only if expressly and specifically conveyed in a power of attorney executed pursuant to this act.

_____ **Litigation and other legal proceedings.** My Agent has authority to conduct litigation and other legal proceedings and is authorized to:

- a. assert and maintain before a court, administrative agency, or other tribunal 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 of interpleader or to determine adverse claims or intervene or interplead in any action or proceeding, and act in any litigation as amicus curiae;
- c. seek attachment, garnishment, order of arrest, replevin, distraint, or any other preliminary, provisional, or intermediate relief or effect or satisfy a judgment, lien, order or decree;
- d. submit to or propose and accept a compromise, offer of judgment, admission of any facts, submission of any controversy on an agreed statement of facts, consent to examination before trial, and generally bind the Principal in the conduct of any litigation or controversy as the Agent deems desirable;
- e. submit to alternative dispute resolution, mediation, arbitration, or settle and propose or accept a compromise with respect to any claim existing in favor of or against the Principal, or any litigation to which the Principal is or may become designated a party;
- f. waive the issuance and service of process, accept service of process, appear for the Principal, designate persons upon whom process directed to the Principal may be served, execute and file or deliver stipulations on the Principal's behalf, verify pleadings, appeal to appellate tribunals, procure and give surety and indemnity bonds at such times and to such extent as the Agent deems desirable or necessary, contract and pay for the preparation and printing of records and briefs, receive and execute, file or deliver any consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument which the Agent deems desirable or necessary in connection with the prosecution or defense of any litigation to which the Principal is or may become or be designated a party;
- g. act for the Principal with respect to bankruptcy or insolvency proceedings, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the Principal in any chattel, bond, share, commodity interest, chose in action or other thing of value;
- h. pay from funds in the Agent's control or for the account of the Principal, any judgment, award, or order against the Principal or to receive and conserve any money or other things of value paid in a settlement made in connection with a claim or litigation and to receive and endorse checks and to deposit them;
- i. hire, discharge and compensate any attorney, accountant, expert witness or other assistant or assistants when the Agent deems the action to be appropriate for the proper execution by the Agent of any of the powers described in this section and for maintaining the necessary records; and

j. in addition to the specific acts set forth in this section, do any other act which the Principal may do through an Agent concerning any claim by or against the Principal or with any litigation or proceeding to which the Principal is or may become or be designated a party.

_____ **Personal and family maintenance.** My Agent has authority to conduct personal and family maintenance and is authorized to:

- a. perform the acts necessary to maintain the customary standard of living, including but not limited to the costs of food, shelter, clothing, appropriate education (which may mean postgraduate or vocational education, or both), incidentals, usual vacations and travel expenses, domestic help, healthcare, and custodial care, of the Principal, the Principal's spouse or domestic partner or partner in civil union, the Principal's children, other individuals legally entitled to be supported by the Principal, and any other individuals whom the Principal has customarily supported or indicated an intent to support, regardless of whether living when the power of attorney is executed or later born;
- 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. continue any provision made by the Principal for automobiles or other means of transportation, including but not limited to registering, licensing, insuring, and replacement, for the individuals described in paragraph a;
- d. maintain credit and debit accounts, and open new accounts, as appropriate, for the individuals described in paragraph a;
- e. continue payments incidental to membership or affiliation of the Principal in a religious institution, club, society, order or other organization or continue contributions to those organizations;
- f. continue the discharge of any services or duties assumed by the Principal, prior to the creation of the agency or thereafter, to any parent, relative or friend of the Principal;
- g. act as the Principal's personal representative pursuant to the "Health Insurance Portability and Accountability Act of 1996)" Pub. L. 104-191 and applicable regulations, in order to obtain access to the Principal's health-care information and communicate with the Principal's health-care provider; and
- h. demand, receive, obtain by action, proceeding or otherwise any money or other thing of value to which the Principal is or may become or may claim to be entitled as a salary, wages, commission or other remuneration for services performed, or as a dividend or distribution upon any stock, or as interest or Principal upon any indebtedness or periodic distribution of profits from any partnership or business in which the Principal has or claims an interest, and endorse, collect or otherwise realize upon any instrument for the payment so received;
- i. use any asset of the Principal for the performance of the powers enumerated in this section, including but not limited to the power to draw money by check or otherwise from any bank deposit of the Principal, to sell any land, real property, tangible personal property, bond, share, commodity interest, chose in action or other asset of the Principal, to borrow money and to pledge as security for such loan, any asset, including insurance, which belongs to the Principal;
- j. execute, acknowledge, verify, seal, file and deliver any application, consent, petition, notice, release, waiver, agreement or other instrument that the Agent deems desirable to accomplish any purpose enumerated in this section;
- k. prosecute, defend, submit to alternative dispute resolution, mediation or arbitration, or settle and propose or accept a compromise with respect to any claim existing in favor of or

against the Principal based on or involving any transaction enumerated in this section or to intervene in any action or proceeding relating to the transaction;

l. hire, discharge and compensate any attorney, accountant, expert witness or other assistant or assistants when the Agent deems the action to be appropriate for the proper execution by the Agent of any of the powers described in this section and for maintaining the necessary records; and

m. in addition to the specific acts set forth in this section, do any other act which the Principal may do through an Agent for the welfare of the spouse, domestic partner or partner in civil union, children or dependents of the Principal or for the preservation and maintenance of the other personal relationships of the Principal to parents, relatives, friends and organizations.

_____ **Health care billing, recordkeeping and payment.** The authority granted under this section shall be construed to mean that the Principal authorizes the Agent to act as the Principal's representative pursuant to the "Health Insurance Portability and Accountability Act of 1996 Pub. Law 104-191 and applicable regulations, in order to obtain access to the Principal's health-care information and communicate with the Principal's health-care provider. The authority granted under this section shall not include authorization for the Agent to make other medical or health care decisions for the Principal which may be authorized only by an advanced directive for health care.

My Agent has authority conduct health care billing, recordkeeping and payment and is authorized to:

- (1) access records relating to the provision of health care and make decisions relating to the past, present or future payment for the provision of health care consented to by or on behalf of the Principal or the Principal's health care Agent authorized under State law;
- (2) keep records of all cash received and disbursed for or on account of the Principal, of all credits and debits to the account of the Principal, and of all transactions affecting in any way the assets and liabilities of the Principal;
- (3) prepare, execute and file all tax, social security, unemployment insurance and information returns, required by the laws of the United States, of any state or of any subdivision thereof or of any foreign government; and prepare, execute and file all other papers and instruments which the Agent deems desirable for the safeguarding of the Principal against excess or illegal taxation or against penalties imposed for a claimed violation of any law or other governmental regulation;
- (4) prepare, execute and file any record, report, statement or other document to safeguard or promote the Principal's interest, under a statute or governmental regulation;
- (5) prosecute, defend, submit to alternative dispute resolution, mediation or arbitration, or settle and propose or accept a compromise with respect to any claim existing in favor of or against the Principal based on or involving any healthcare billing, recordkeeping and payment that affects the interests of the Principal;
- (6) hire, discharge and compensate any attorney, accountant, expert witness or other assistant or assistants when the Agent deems the action to be appropriate for the proper execution by the Agent of any of the powers described in this section and for maintaining the necessary records; and
- (7) in addition to the specific acts set forth in this section, do any other act which the Principal may do through an Agent concerning any healthcare billing, recordkeeping and payment that affects the interests of the Principal.

_____ **Retirement benefit transactions.** For purposes of this section "retirement benefits" 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 governed by the Internal Revenue Code, as appropriate. My Agent has authority conduct retirement benefit transactions and is authorized to:

- a. select the form and timing of payments under a retirement plan, and contribute to and withdraw benefits from the plan;
- b. make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another, or make investment directions;
- c. establish a retirement plan in the Principal's name;
- d. exercise investment powers available under a retirement plan;
- e. borrow from, sell assets to, or purchase assets from a retirement plan;
- f. make investment directions, select and change payment options, and exercise any other election for the Principal with regard to any retirement benefit or plan in which the Principal has an interest, provided that the authority granted hereby shall not include the authority to add, delete or otherwise change the designation of the beneficiaries in effect for any such retirement benefit or plan, unless the authority to add, delete or otherwise change the designation of the beneficiaries is expressly and specifically conveyed in a power of attorney executed pursuant to this act;
- g. convert to or from a Roth IRA;
- h. execute, acknowledge, verify, seal, file and deliver any application, consent, petition, notice, release, waiver, agreement or other instrument that the Agent deems desirable to accomplish any purpose enumerated in this section;
- i. prosecute, defend, submit to alternative dispute resolution, mediation or arbitration, or settle and propose or accept a compromise with respect to any claim existing in favor of or against the Principal based on or involving any retirement benefit or plan or intervene in any action or proceeding relating to the transaction;
- j. hire, discharge and compensate any attorney, accountant, expert witness or other assistant or assistants when the Agent deems the action to be appropriate for the proper execution by the Agent of any of the powers described in this section and for maintaining the necessary records; and
- k. in addition to the specific acts set forth in this section, do any other act which the Principal may do through an Agent concerning any retirement benefit or plan maintained by the Principal or in which the Principal has an interest or may thereafter have an interest.

Tax matters. My Agent has authority conduct tax matters and is authorized to:

- (1) prepare, sign, and file federal, state, local and foreign income, gift, payroll, property, and any other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents;
- (2) pay taxes due, collect refunds, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service or other taxing authority;
- (3) exercise any election available to the Principal under federal, state, local or foreign tax law;
- (4) act for the Principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority;
- (5) execute, acknowledge, verify, seal, file and deliver any application, consent, petition, notice, release, waiver, agreement or other instrument that the Agent deems desirable to accomplish any purpose enumerated in this section;
- (6) prosecute, defend, submit to alternative dispute resolution, mediation or arbitration, or settle and propose or accept a compromise with respect to any claim existing in favor of or against the Principal based on or involving any tax matters or intervene in any action or proceeding relating to the transaction;

(7) hire, discharge and compensate any attorney, accountant, expert witness or other assistant or assistants when the Agent deems the action to be appropriate for the proper execution by the Agent of any of the powers described in this section and for maintaining the necessary records; and

(8) in addition to the specific acts set forth in this section, do any other act which the Principal may do through an Agent concerning any tax matters involving the Principal or in which the Principal has an interest or may thereafter have an interest regardless of whether any specific act is authorized by the Principal's execution of an IRS Form 2848; "Power of Attorney and Declaration of Representative" or similar document.

_____ **Collect and disburse benefits from governmental programs or civil or military service.** My Agent has authority collect and disburse benefits from governmental programs or civil or military service and is authorized to:

- a. 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, or by another jurisdiction, to the Principal, including allowances and reimbursements for transportation of the individuals and for shipment of their household effects;
- b. take possession and order the removal and shipment of property of the Principal from a post, warehouse, depot, dock, or other place of storage and 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;
- c. enroll in, apply for, select, reject, change, amend, or discontinue a benefit or program on the Principal's behalf;
- d. prepare, file and prosecute a claim of the Principal to any benefit or assistance, financial or otherwise, to which the Principal claims to be entitled under a statute or governmental regulation, including but not limited to any benefit or assistance arising from or based upon military service performed prior or subsequent to creation of the agency by the Principal or by any person related to the Principal by blood or by marriage, domestic partnership or as partners in civil union, to execute any receipt or other instrument which the Agent deems desirable or necessary for the enforcement or the collection of the claim;
- e. receive the financial proceeds of any claim of the type described in this section, converse, invest, disburse or use anything so received for a lawful purpose;
- f. communicate with any representative or employee of a government, governmental subdivision, agency, or instrumentality on behalf of the Principal;
- g. prosecute, defend, submit to alternative dispute resolution, mediation or arbitration, or settle and propose to accept a compromise with respect to any claim existing in favor of or against the Principal based on or involving any benefit from governmental programs or from civil or military service or intervene in any action or proceeding relating to the benefit;
- h. hire, discharge and compensate any attorney, accountant, expert witness or other assistant or assistants when the Agent deems the action to be appropriate for the proper execution by the Agent of any of the powers described in this section and for maintaining the necessary records; and
- i. in addition to the specific acts set forth in this section, do any other act which the Principal may do through an Agent to assure the maximum possible benefit from governmental programs or from civil or military service performed prior to or after the creation of the agency.

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 NEW JERSEY

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 New Jersey)

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