Power of Attorney Sample Louisiana

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SPECIAL POWER OF ATTORNEY
(CONTRACT OF MANDATE)

UNITED STATES OF AMERICA
STATE OF LOUISIANA

GIVEN BY: JOHN ROBERTS DOE (Principal)

GIVEN TO: TOM JONES (Attorney-in-fact or Mandatory)

Before the undersigned Notary Public, duly commissioned in and for the County/Parish and State listed below, and in the presence of the undersigned competent witnesses, personally appeared John Roberts Doe, a United States resident of lawful age whose mailing address is declared to be ____, Dry Creek, Louisiana __________ (*zip code*) (hereinafter referred to as "Principal").

Principal declared that he / she hereby grants to Tom Jones, a United States resident of lawful age whose mailing address is declared to be ____, Los Angeles, CA __________ (*zip code*) (hereinafter referred to as "Attorney-In-Fact") full authority to act for Principal in the conduct of the following specified affairs:

1. General authority with respect to real property as this power is defined by Section 204 of the Uniform Power of Attorney Act of 2006.
2. General authority with respect to tangible personal property as this power is defined by Section 205 of the Uniform Power of Attorney Act of 2006.
3. General authority with respect to stocks and bonds as this power is defined by Section 206 of the Uniform Power of Attorney Act of 2006.
4. General authority with respect to commodities and options as this power is defined by Section 207 of the Uniform Power of Attorney Act of 2006.
5. General authority with respect to banks and other financial institutions as this power is defined by Section 208 of the Uniform Power of Attorney Act of 2006.
6. General authority with respect to operation of an entity or business as this power is defined by Section 209 of the Uniform Power of Attorney Act of 2006.
7. General authority with respect to insurance and annuities as this power is defined by Section 210 of the Uniform Power of Attorney Act of 2006.
8. General authority with respect to estates, trusts, and other beneficial interests as this power is defined by Section 211 of the Uniform Power of Attorney Act of 2006.
9. General authority with to claims and litigation as this power is defined by Section 212 of the Uniform Power of Attorney Act of 2006.
10. General authority with respect to benefits from governmental programs or civil or military service as this power is defined by Section 214 of the Uniform Power of Attorney Act of 2006.
11. General authority with respect to retirement plans including individual retirement accounts as this power is defined by Section 215 of the Uniform Power of Attorney Act of 2006.
12. General authority with respect to tax matters as this power is defined by Section 216 of the Uniform

Power of Attorney Act of 2006.
13. Authority to perform the acts necessary to maintain the customary standard of living of the principal, the principal's spouse, the principal's minor children and other individuals legally entitled to be supported by the principal. The phrase "customary standard of living" has the same meaning as used in Section 213 of the Uniform Power of Attorney Act of 2006.
14. To hire persons for assistance in legal, tax, bookkeeping, financial, medical and housekeeping matters;
15. To enter any safe deposit box of mine, add items to said deposit box, or remove items from said deposit box;
16. To use all credit cards issued in principal's name but only for the benefit of principal including in conjunction with carrying out a power enumerated above.

Additional Authority And Instructions.

- **HIPAA Privacy Authorization**. I hereby authorize my medical providers and other in possession of my medical records to disclosure any and all information and records, including those covered by Health Insurance Portability and Accountability Act ("HIPAA"), to my Attorney-In-Fact (Agent). I further authorize my Attorney-In-Fact to execute a HIPAA form authorization for release of my medical records in favor of any party that the Attorney-In-Fact deems appropriate.

Revocation of prior Durable Powers of Attorney.
I hereby revoke all prior General and Durable Powers of Attorney that I may have previously executed (except those for health care matters) and I retain the right to amend or revoke this Durable Power of Attorney and to substitute other attorneys in place of the Attorney-in-Fact appointed herein.

Duration of Authority.
This is a DURABLE POWER OF ATTORNEY and the authority of my Attorney-In-Fact shall **not** terminate if I become disabled or incapacitated. This General Durable Power of Attorney shall be construed in accordance with the laws of the State of Louisiana. The powers granted to the Attorney-in-Fact shall stay in effect for either the principal's entire life or until revoked by the principal (whichever occurs first).

My Attorney-in-Fact is given the above-enumerated powers regarding my financial matters in a fiduciary capacity and is to conduct my personal and business financial affairs in a manner deemed best for the welfare of myself, my spouse, and any minor children of mine.

My Attorney-in-Fact shall use the following form when signing on my behalf pursuant to this Durable Power of Attorney: "John Roberts Doe, by: Tom Jones, Attorney-In-Fact."

<u>Successor Attorney-In-Fact</u>. Should Tom Jones, for any reason, become unable or unwilling to carry out the duties of Attorney-In-Fact under this document, Moe Howard, Heaven is hereby appointed as successor Attorney-In-Fact. If Moe Howard becomes acting Attorney-In-Fact under this document, he or she shall have all the powers and duties as originally held by Tom Jones.

NOTICE: THIS POWER OF ATTORNEY
IS EFFECTIVE IMMEDIATELY UPON EXECUTION.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation.

Notice to Person Executing Durable Power of Attorney

A durable power of attorney is an important legal document. By signing the durable power of attorney, you are authorizing another person to act for you, the principal. Before you sign this durable power of attorney, you should know these important facts:

1. Your agent (Attorney-in-Fact) has no duty to act unless you and your agent agree otherwise in writing.
2. This document gives your agent the powers to manage, dispose of, sell, and convey your real and personal property, and to use your property as security if your agent borrows money on your behalf. This document does not give your agent the power to accept or receive any of your property, in trust or otherwise, as a gift, unless you specifically authorize the Attorney-in-Fact to accept or receive a gift.
3. Your agent will have the right to receive reasonable payment for services provided under this durable power of attorney unless you provide otherwise in this power of attorney.
4. This is a durable power of attorney and the authority of your Attorney-in-Fact shall not terminate if you become disabled or incapacitated.
5. The powers you give your Attorney-in-Fact will continue to exist for your entire lifetime or unless you otherwise terminate the durable power of attorney. The powers you give your Attorney-in-Fact in this durable power of attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property.
6. You can amend or change this durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this durable power of attorney at any time, so long as you are competent.
7. You should read this durable power of attorney carefully. When effective, this durable power of attorney will give your agent the right to deal with property that you now have or might acquire in the future. The durable power of attorney is important to you. If you do not understand the durable power of attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal this ____ day of ___________________________, 2012.

____

John Roberts Doe, Principal

____ Dated: ______________________, 2012

Witness #1

____ Print Name of Witness

I, the witness, swear that I am at least 18 years of age, of sound mind, and that Principal executed this document in my presence.

____ Dated: ______________________, 2012

Witness #2

____ Print Name of Witness

STATE OF LOUISIANA)

) SS.

PARISH OF ___________________________)

This Durable Power of Attorney (mandate) was signed in my presence by John Roberts Doe as Principal and also in the presence of the above-signed witnesses on this ______ day of __________________, 2012.

_________________________________ (Seal)

Notary

Notice to Person Accepting the Appointment as Attorney-in-Fact

By acting or agreeing to act as the attorney-in-fact under this power of attorney you assume the fiduciary and other legal responsibilities of an agent. These responsibilities include:

1. The legal duty to act solely in the interest of the principal and to avoid conflicts of interest.
2. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.
3. You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this power of attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the power of attorney, you may be prosecuted for fraud and/or embezzlement. In addition to criminal prosecution, you may also be sued in civil court.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the attorney-in-fact under the terms of this power of attorney.

____________________________________ Dated: ____________________ 2012.
Tom Jones, Attorney-In-Fact

ADDENDUM TO POWER OF ATTORNEY OF JOHN ROBERTS DOE

Uniform Probate Code of 2006
Pertinent Portions of Model Code

SECTION 204. REAL PROPERTY. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to real property authorizes the agent to:

1. 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;
2. 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;
3. 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;
4. 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;
5. 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:
   (A) insuring against liability or casualty or other loss; (B) obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;
   (C) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and
   (D) purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property;
6. 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;
7. 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 stocks and bonds or other property received in a plan of reorganization, including:
   (A) selling or otherwise disposing of them;
   (B) exercising or selling an option, right of conversion, or similar right with respect to them; and
   (C) exercising any voting rights in person or by proxy;
8. change the form of title of an interest in or right incident to real property; and
9. dedicate to public use, with or without consideration, easements or other real property in which the principal has, or claims to have, an interest.

SECTION 205. TANGIBLE PERSONAL PROPERTY. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to tangible personal property authorizes the agent to:

1. 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;

2. 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;
3. 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;
4. 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;
5. manage or conserve tangible personal property or an interest in tangible personal property on behalf of the principal, including:
   (A) insuring against liability or casualty or other loss;
   (B) obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise;
   (C) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;
   (D) moving the property from place to place;
   (E) storing the property for hire or on a gratuitous bailment; and
   (F) using and making repairs, alterations, or improvements to the property; and
6. change the form of title of an interest in tangible personal property.

SECTION 206. STOCKS AND BONDS. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to stocks and bonds authorizes the agent to:

1. buy, sell, and exchange stocks and bonds;
2. establish, continue, modify, or terminate an account with respect to stocks and bonds;
3. pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the principal;
4. receive certificates and other evidences of ownership with respect to stocks and bonds; and
5. 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.

SECTION 207. COMMODITIES AND OPTIONS. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to commodities and options authorizes the agent to:

1. 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
2. establish, continue, modify, and terminate option accounts.

SECTION 208. BANKS AND OTHER FINANCIAL INSTITUTIONS. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to banks and other financial institutions authorizes the agent to:

1. continue, modify, and terminate an account or other banking arrangement made by or on behalf of the principal;
2. 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;
3. contract for services available from a financial institution, including renting a safe deposit box or space in a vault;
4. 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;
5. receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them;
6. enter a safe deposit box or vault and withdraw or add to the contents;
7. 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;
8. 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;
9. 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;
10. 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
11. consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

SECTION 209. OPERATION OF ENTITY OR BUSINESS. Subject to the terms of a document or an agreement governing an entity or an entity ownership interest, and unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to operation of an entity or business authorizes the agent to:

1. operate, buy, sell, enlarge, reduce, or terminate an ownership interest;
2. 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;
3. enforce the terms of an ownership agreement;
4. 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;
5. 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;
6. 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;
7. with respect to an entity or business owned solely by the principal:
   (A) 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;
   (B) 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;
   (C) 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
   (D) 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;
8. put additional capital into an entity or business in which the principal has an interest;
9. join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business;
10. sell or liquidate all or part of an entity or business;

11. establish the value of an entity or business under a buy-out agreement to which the principal is a party;
12. 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
13. 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.

SECTION 210. INSURANCE AND ANNUITIES. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to insurance and annuities authorizes the agent to:

1. 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 which insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract;
2. procure new, different, and additional contracts of insurance and annuities for the principal and the principal s spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment;
3. pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the agent;
4. apply for and receive a loan secured by a contract of insurance or annuity;
5. surrender and receive the cash surrender value on a contract of insurance or annuity;
6. exercise an election;
7. exercise investment powers available under a contract of insurance or annuity;
8. change the manner of paying premiums on a contract of insurance or annuity;
9. 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;
10. 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;
11. collect, sell, assign, hypothecate, borrow against, or pledge the interest of the principal in a contract of insurance or annuity;
12. select the form and timing of the payment of proceeds from a contract of insurance or annuity; and
13. 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.

SECTION 211. ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS.

(a) In this section, estate, trust, or 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) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to estates, trusts, and other beneficial interests authorizes the agent to:

1. accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from an estate, trust, or other beneficial interest;
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 an estate, trust, or other beneficial interest, 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 settlor.

SECTION 212. CLAIMS AND LITIGATION. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to claims and litigation authorizes the agent to:

1. 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;
2. bring an action to determine adverse claims or intervene or otherwise participate in litigation;
3. 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;
4. 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;
5. submit to alternative dispute resolution, settle, and propose or accept a compromise;
6. 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;
7. 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 which affects an interest of the principal in property or other thing of value;
8. pay a judgment, award, or order against the principal or a settlement made in connection with a claim or litigation; and
9. receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

SECTION 213. PERSONAL AND FAMILY MAINTENANCE.
(a) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to personal and family maintenance authorizes the agent to:

1. perform the acts necessary to maintain the customary standard of living of the principal, the principal s spouse, and the following individuals, whether living when the power of attorney is executed or later born: (A) the principal s children; (B) other individuals legally entitled to be supported by the principal; and * * * ;
2. 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;
3. provide living quarters for the individuals described in paragraph (1) by: (A) purchase, lease, or other contract; or (B) paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by the principal or occupied by those individuals;
4. 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 (1);

5. pay expenses for necessary health care and custodial care on behalf of the individuals described in paragraph (1);
6. act as the principal s personal representative pursuant to the Health Insurance Portability and Accountability Act, Sections 1171 through 1179 of the Social Security Act, 42 U.S.C. Section 1320d, [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;
7. 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 (1);
8. maintain credit and debit accounts for the convenience of the individuals described in paragraph (1) and open new accounts; and
9. 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.

(b) 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 [act].

SECTION 214. BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR MILITARY SERVICE.

(a) In this section, benefits from governmental programs or civil or military service means any benefit, program or assistance provided under a statute or regulation including Social Security, Medicare, and Medicaid.

(b) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to benefits from governmental programs or civil or military service authorizes the agent 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 213(a)(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 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 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.

SECTION 215. RETIREMENT PLANS.

(a) 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 Internal Revenue Code:

1. an individual retirement account under Internal Revenue Code Section 408, 26 U.S.C. Section 408 [, as amended];
2. a Roth individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. Section 408A [, as amended];
3. a deemed individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. Section 408(q) [, as amended];
4. an annuity or mutual fund custodial account under Internal Revenue Code Section 403(b), 26 U.S.C. Section 403(b) [, as amended];
5. a pension, profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. Section 401(a) [, as amended];
6. a plan under Internal Revenue Code Section 457(b), 26 U.S.C. Section 457(b) [, as amended]; and
7. a nonqualified deferred compensation plan under Internal Revenue Code Section 409A, 26 U.S.C. Section 409A [, as amended].

(b) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to retirement plans authorizes the agent 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.

SECTION 216. TAXES. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to taxes authorizes the agent to:

1. 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 Internal Revenue Code Section 2032A, 26 U.S.C. Section 2032A, [as amended,] closing agreements, and any power of attorney required by the 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;
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; and
4. act for the principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

SECTION 217. GIFTS. * * *

(c) An agent may make a gift of the principal s property only as the agent determines is consistent with the principal s objectives if actually known by the agent and, if unknown, as the agent determines is consistent with the principal s best interest based on all relevant factors, including:

1. the value and nature of the principal s property;
2. the principal s 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 or regulation; and
5. the principal s personal history of making or joining in making gifts.

(Note: This page is **not** to be attached to your Financial Power of Attorney.)

INSTRUCTIONS REGARDING EXECUTION OF YOUR FINANCIAL POWER OF ATTORNEY

A. **Louisiana POA**. "In order to effectuate a power of attorney it must be accepted by the person representing you in fact. Certain acts must be written and expressed which include the power to sell or buy, the power to encumber such as in a lease or mortgage situation, to accept or reject a succession, to contract a loan or acknowledge a debt, to draw or endorse bills of exchange for promissory notes or to compromise or refer a matter to arbitration. This express power should be in writing and executed in front of two witnesses and a notary." Louisiana Bar Association. Although the Louisiana Bar Association states that Louisana POA forms must be executed before a notary and two witnesses only in certain circumstances, MedLawPlus.com® recommends all Louisana POA forms be notarized and witnessed by two witnesses.

B. We recommend that you execute two originals of your Financial Power of Attorney. Give the first original to the Attorney-in-fact you named and you retain the second original in your home in place known to family members.

C. **Where do I get a notary?** Your local bank, your insurance agent, or your stock broker are the best place to find a notary. If these locations do not work for you, please consult your local Yellow Pages which has them listed under "notaries public".

D. **How Should The Agent Sign A Document For the Principal?** Assume Elvis Presley appoints his wife, Priscilla Beaulieu Presley, as his agent (attorney-in-fact) through a properly executed power of attorney form. Priscilla must acknowledge in any document she signs on behalf of Elvis Presley that she is doing so under the authority granted to her in a power of attorney document. See American Bar Association info on POAs. Using this hypothetical, we suggest the following format--"Elvis Presley by Priscilla Beaulieu Presley, attorney-in-fact for Elvis Presley".

E. **How do I terminate the powers of my attorney-in-fact under this financial power of attorney?** Termination is made by giving the attorney-in-fact notice of termination of his powers. It is highly recommended that notice of termination be given in written form not only to the attorney-in-fact but, also, all persons and business entities with whom the attorney-in-fact has transacted business or other affairs in your name. A third party may still rely upon the attorney-in-fact's authority under the financial power of attorney until they are given notice of its termination. It is wise to put financial institutions where you have accounts (such as banks and brokerage firms) high on your list of entities to notify upon termination of a financial power of attorney. If the financial power of attorney contains a termination or deadline (such as one year after execution), then third parties will be held to have knowledge of that deadline. If you filed your power of attorney with a county recorder of deeds or other state government office, then you must file a notice of revocation of the power of attorney with that same country recorder of deeds or other government office.

F. **What if I decide to make changes to my document?** We will keep your responses to the online questionnaire in our database **for 60 days after the date of purchase**. During this time, you may go to the User Administration section of our site to call up your form questionnaire and make changes--the URL is https://www.medlawplus.com/user/ . You shall need your "user name" and "password" to re-enter the system. Once in the User Administration area, click on the text link to your form questionnaire which is located on the upper-left of the page. Make the desired changes to your responses in the questionnaire and submit to create a revised document. If you have problems calling up your old data, email us at administrator@medlawplus.com. We do our best to give a prompt response to all inquiries, usually within a few hours. NOTE: Upon registration, our system emailed to you our record of your "user name" and "password".

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