

# DURABLE GENERAL POWER OF ATTORNEY

**KNOW ALL BY THESE PRESENTS THAT I, COURTNEY HUTCHINS McCOLLUM**, currently residing in Portland, Cumberland County, Maine, do hereby make, constitute and appoint **ANN TOWN**, with an office at A.T. Business Solutions, LLC, P.O. Box 23, Yarmouth, ME 04096, as my attorney-in-fact, to act for me and in my name, place and stead, in any and all of the following matters:

**1. Banking.** To transact all my bank business at any bank, trust company, savings and loan association, credit union or other financial institution, including, without limitation, to open or close one or more deposit or other accounts, whether or not yielding interest and whether standing in my name alone or in my name with another; to make deposits to any such account and to endorse on my behalf for deposit, collection, remittance or otherwise any instrument or obligation; to draw and execute checks, drafts or promissory notes on any such account and to give orders or directions for the disposition of funds therein orally, by letter, telegram or otherwise, including any checks, drafts or orders payable to or to the order of my attorney; to open, have access to and deposit any property in or remove any property from any safety deposit box standing in my name alone or in my name with another; to borrow money from any person, firm, corporation or association for my account and to incur indebtedness through loans, advances, renewals or other forms of credit, with or without security; to pledge, mortgage, assign, hypothecate or otherwise transfer and deliver to any person, firm, corporation or association such property of mine, including all thereof, as my attorney may deem appropriate as security for any such borrowing or loan; to give directions and make agreements concerning extension, renewal, discharge or collection of any promissory notes, checks, drafts or other instruments for the payment of money and any agreements, relating to security or otherwise, affecting the same.

**2. Investments.** To purchase or otherwise acquire, and to redeem, sell, or otherwise dispose of any security issued by the United States government (including, without limitation, treasury notes, treasury bills and savings bonds of any series), any security issued by the government of any state or any political subdivision of any state or any other jurisdiction whatsoever, whether foreign or domestic, as well as any stocks, bonds, options, futures, warrants or other securities and any other kind of tangible or intangible property, whether real, personal or mixed, from or to any person, firm, corporation or association, including my attorney, at public or private sale, with or without notice to anyone, for cash or credit, and to exchange and grant options for any such property, which options, once granted, may extend beyond the period during which this power of attorney is valid or I am alive; to receive and give valid receipts, releases, discharges and acquittances for the proceeds of sale of any such property and any property which is or may become due in respect thereof; to consent to and participate in any plan of reorganization, consolidation, merger, or acquisition and to consent to any contract, lease, mortgage, purchase, sale or other action by any corporation or other entity pursuant to such a plan; to deposit any property of mine with, delegate discretionary power to, and pay any part of the expenses and compensation of any protective, reorganization or similar committee; to exercise all conversion, subscription, voting and other rights of whatsoever nature pertaining to any

property of mine and to grant proxies, discretionary or otherwise and with complete power of substitution, in respect thereof; to cause any property to be registered in the name of my attorney or the name of my attorney's nominee or any other nominee; to open, maintain or close any one or more custodian or other agency accounts, in my name alone or in my name with another or in any other name, at any bank, trust company, savings and loan association, investment bank, brokerage concern or other financial institution; to delegate to any person, firm, corporation or association discretionary powers for dealing with any property of mine, whether real, personal or mixed, in any manner; to employ and compensate any person, firm, corporation or association as an agent, including, without limitation, as investment counsel, in respect of any such property of mine and to charge any compensation paid to any such agent against principal or income as may, in the discretion of my attorney, seem appropriate.

**3. Real Estate.** Whether or not my attorney is interested therein in my attorney's individual capacity, to manage any real property as if the owner thereof, including, without limitation, to grant leases or options to lease or purchase such property, which leases and options may extend beyond the period of time in which this power of attorney is valid or I am living; to enter into covenants and agreements concerning any real estate and any improvements thereon, thereby binding my successors in interest in such manner as my attorney may consider appropriate; to partition or agree to partition any real property; to alter, raze or erect any improvements on any real property; to sign, seal, acknowledge and deliver in my behalf conveyances of real estate and interests in real estate owned by me.

**4. Trusts.** To add to, withdraw from, or direct the distribution of funds from, any trust under whose terms I might do so.

**5. Gifts.** To make gifts of any property, whether real, personal or mixed, outright or in trust on such terms and conditions, with such trustee or trustees, and whether revocable or irrevocable, as my attorney may consider advisable or appropriate, which gifts may be made to or for the benefit of any person (other than my attorney) or charitable organization considered by my attorney to be an object of my bounty, whether or not any such gift is taxable under the Internal Revenue Code of 1986, as amended from time to time either before or after the date hereof (the "Code"), or under any other law, and whether or not any such gift is consistent with any prior giving pattern of mine or with any will or testamentary substitute executed by me before or after the date hereof.

**6. Disclaimer.** To disclaim or renounce any property or interest therein which would otherwise become an asset of mine or of my estate without seeking authorization or approval of any such disclaimer or renunciation by any court.

**7. Insurance.** To pay the premiums on, increase or decrease the amount of coverage provided by, or to terminate any policy owned by me or any other person, firm, corporation, association or trust and insuring my life or the life of any other person or insuring any property in which I own an interest; to assign any incidents of ownership in any such policy to any person, firm, corporation, association or trust; to change, revocably or irrevocably, the designation of the beneficiary or beneficiaries of any such policy; to acquire additional policies insuring my life or the life of any other person or any property and to pay the premiums thereon; to borrow against any such policy and to direct the application of funds available by such borrowing or otherwise according to the terms of such policy to be applied to the payment of the premiums thereon; to make any election or exercise any option

available in respect of any policy insuring my life or the life of another or any property of which I am the owner or the beneficiary as if my attorney were the absolute owner or beneficiary, as the case may be, of such policy, and to sign, seal, acknowledge and deliver to any insurance company or any other person, firm, corporation, association or trust all such documents and other writings as my attorney may consider necessary or desirable in connection with the exercise of any power herein granted to my attorney.

**8. Taxes.** To appear for me and represent me before the United States Treasury Department, the Internal Revenue Service, or any other taxing authority in connection with any matter involving taxes in which I am a party; to sign and deliver any and all federal, state, county or local income, gift, excise, real or personal property or other tax returns (including, without limitation, Forms 709, 1040, 1040X, 1041, 2688, 2758 and 4868 for all years from 1994 through 2034, inclusive), whether or not any such return shows a tax due and owing or requires a reduction in any credit against tax that would otherwise be available to me or my estate and whether or not any such return is joint with any other person; to pay any such tax on my behalf and to negotiate concerning the amount of any such tax; to amend any return filed by me or on my behalf by any person; to make any elections which might otherwise be made by me under the Code, or under any other law, in connection with any such tax or its assessment; to receive and examine confidential information pertaining to me and my taxes, including copies of any tax returns, reports, and other documents filed with the United States Treasury Department or any other taxing authority; and to have full power to perform on my behalf the following acts with respect to my taxes: to receive checks in payment of any refund of tax, penalties or interest; to execute claims for refund, protests, applications for abatement, to offer to execute and to execute waivers of restrictions and statutes of limitation on the assessment or collection of any tax; to execute closing agreements; and to delegate authority with respect to any of the foregoing to any substitute representative or agent, including any lawyer, accountant or enrolled practitioner on such terms, exclusive or non-exclusive, as my attorney may consider appropriate.

**9. Applications.** To apply to the Social Security Administration to become a representative payee of my Social Security benefit payments, and then to act as my representative payee in accordance with applicable law; and to make any and all applications to other state or federal medical, welfare or other assistance programs for benefits to which I may be entitled.

**10. Legal Matters.** To ask, demand, sue for, recover, collect and receive all sums of money, instruments for the payment of money, debts, accounts, interest, dividends, rents, issues, profits and interests in any property, tangible or intangible and whether real, personal or mixed, which are now or may hereafter become due, owing or payable to me or applicable to my use, and to give receipts, releases, discharges and acquittances in respect thereof; to enter into and take possession of any and all property of whatever kind or evidences of indebtedness or ownership now or hereafter belonging to or claimed by me, or to the possession of which I may now or hereafter be entitled; to institute, maintain, prosecute and defend in and before any and all courts or administrative or governmental bodies any and all actions, suits or proceedings of every nature at law or in equity, or otherwise, whether administrative or judicial in nature, for the enforcement of any rights or claims of any nature in my favor, or the defense of any claims made against me, or to prevent damage or injury to me or to my property or rights, and to employ and compensate legal counsel, accountants

and experts of every kind whatsoever (including my attorney or any person, firm or corporation related to my attorney) to appear for, represent or advise me or my attorney whether in such proceedings, prior to the inception thereof, ancillary to the conduct thereof or otherwise, and also in or with respect to any actions, suits or proceedings or controversies in the subject matter of which I may be interested; to accept or waive service of summons or other process; to exercise my right, pursuant to Article 2 of the Maine Probate Code or any analogous provision of the law of any other jurisdiction, to take an elective share of the estate of any deceased spouse of mine; and, in the discretion of my attorney (with or without consideration), to release, compromise, adjust, discontinue or submit to arbitration any and all claims, actions, suits or proceedings, whether or not the subject of litigation; to make, execute and deliver any and all instruments necessary or incidental to any of the foregoing, including any instrument approving any account (whether judicial or otherwise) of any executor, administrator, personal representative, trustee or other fiduciary (including my attorney), or the granting of any other relief requested by any such fiduciary; to release, discharge, remise and indemnify any fiduciary, and to consent to the resignation of any fiduciary or to the appointment of a successor or substitute fiduciary.

**11. General.** To enter into contracts, obligations and agreements of every kind, nature and description, with any person and on any such terms as my attorney may deem advisable, including such terms as may extend beyond the termination of the authority of my attorney to act hereunder; and to perform, rescind, reform, release or modify any such contract, obligation or agreement or any other similar contract, obligation or agreement made by me or on my behalf, before or after the date hereof; to appoint, engage or employ any person or persons as agents or representatives of my attorney or myself or as employees of mine or independent contractors for my benefit in one or more capacities as may be advisable, with or without compensation; and to delegate to another person or persons selected by my attorney, in my attorney's absolute discretion, such of my attorney's powers hereunder (including all thereof) for such periods of time as my attorney, in my attorney's absolute discretion, may consider appropriate, it being my intention that my attorney have full authority to select and appoint one or more substitutes to act in my attorney's stead hereunder.

**12. All Other Matters.** Without in any way limiting the aforesaid powers or any of them by implication or otherwise, I give to my attorney the power and authority to do and perform all other acts, matters or things whatsoever not specifically mentioned herein as fully in every respect as I, myself, could if personally present and competent, and I hereby ratify and confirm all that my attorney shall do or cause to be done by virtue of this power of attorney.

**This power of attorney shall not be affected by the subsequent disability or incapacity of the principal or lapse of time and shall continue in effect unless and until revoked by the delivery to my attorney of a written and acknowledged instrument of revocation signed by me or by my duly appointed guardian or by the duly appointed conservator of my estate.**

If, pursuant to the terms hereof, there is at any time more than one person acting on my behalf hereunder, whether as my attorney or as agent for my attorney, I reserve the right to revoke any grant of authority made as to one such person without revoking it as to any

other person acting hereunder, and the death of any such person, whether an attorney named herein or a person appointed by an attorney named herein or a person to whom authority has been delegated by an attorney named herein or by another, shall not operate to terminate the authority of any other person acting hereunder. Except to the extent any power of attorney executed by me hereafter provides to the contrary by specific reference to this instrument and the date of its execution, this power of attorney shall not prejudice or be affected by any other powers of attorney granted heretofore or hereafter, it being my intention, absent any such specific reference, that the powers granted by any such other instrument and by this instrument may be exercised concurrently.

I hereby for myself, and my distributees, devisees, legatees, heirs, personal representatives, executors, administrators, and assigns, ratify and confirm, and agree to ratify and confirm, every single act of my attorney pursuant to the provisions of this instrument.

If my attorney sells or otherwise disposes of an asset specifically disposed of under a will, trust or other instrument executed by me before or after the date of these presents, the disposition of such asset under such will, trust or other instrument shall be adeemed, void and of no effect whatsoever, and no other asset of mine or of my estate shall be used to satisfy such disposition.

The paragraph headings contained in this instrument are for convenience of reference only and shall be given no effect in construing the terms hereof. Each of the provisions set forth in this instrument is intended to be in addition to and shall not be in any way limited or restricted by reference to or inference from any other general or special provision contained in the same or any other paragraph of this instrument. The provisions of this instrument shall be severable and, if any of them is held void or ineffective for any reason by a court of law or any other authority, the others shall continue in full force and effect.

**Notice to the Principal:** As the "Principal," you are using this Durable Power of Attorney to grant power to another person (called the "Agent" or "Attorney-in-Fact") to make decisions about your money, property or both and to use your money, property or both on your behalf. If this written Durable Power of Attorney does not limit the powers that you give your Agent, your Agent will have broad and sweeping powers to sell or otherwise dispose of your property and spend your money without advance notice to you or approval by you. Under this document, your Agent will continue to have these powers after you become incapacitated, and you may also choose to authorize your Agent to use these powers before you become incapacitated. The powers that you give your Agent are explained more fully in the Maine Revised Statutes, Title 18-A, sections 5-501 to 5-508 and in Maine case law. You have the right to revoke or take back this Durable Power of Attorney at any time as long as you are of sound mind. If there is anything about this Durable Power of Attorney that you do not understand, you should ask a lawyer to explain it to you.

**Notice to the Agent:** As the "Agent" or "Attorney-in-fact," you are given power under this Durable Power of Attorney to make decisions about the money, property or both belonging to the Principal and to spend the Principal's money, property or both on that person's behalf in accordance with the terms of this Durable Power of Attorney. This Durable Power of Attorney is valid only if the Principal is of sound mind when the Principal signs it. As the Agent, you are under a duty (called a "fiduciary duty") to observe the standards observed by a prudent person dealing with the property of another. The duty is explained more fully in the Maine Revised Statutes, Title 18-A, sections 5-501 to 5-508 and Title 18-B, sections 802 to 807 and chapter 9 and in Maine case law. As the Agent, you are not entitled to use the money or property for your own benefit or to make gifts to yourself or others unless the Durable Power of Attorney specifically gives you the authority to do so. As the Agent, your authority under this Durable Power of Attorney will end when the Principal dies and you will not have the authority to administer the estate unless you are authorized to do so in accordance with the Maine Probate Code. If you violate your fiduciary duty under this Durable Power of Attorney, you may be liable for damages and may be subject to criminal prosecution. If there is anything about this Durable Power of Attorney or your duties under it that you do not understand, you should ask a lawyer to explain it to you.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this tenth day of July, 2009.

**SIGNED, SEALED AND DELIVERED**


**in the presence of:**

  
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 (L.S.)  
Courtney Hutchins McCollum

**STATE OF MAINE  
COUNTY OF CUMBERLAND, SS.**

On this tenth day of July, 2009, personally appeared **COURTNEY HUTCHINS McCOLLUM**, to me known and known to me to be the individual described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same as her free act and deed.

Before me,

  
\_\_\_\_\_  
Notary Public, State of Maine

Printed name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

EVERETT P. INGALLS III  
Notary Public, Maine  
My Commission Expires 7/5/2014