Durable General Power of Attorney

1. Important notice to the principal

PLEASE READ THIS BEFORE YOU SIGN.

1.1 What this document does. This Power of Attorney gives the person you choose (your "Agent") broad power to handle your money and property. Your Agent will be able to act without first asking you, and may be able to sell, lease, mortgage, spend or give away property, depending on the powers you grant.

1.2 It is durable. The powers continue if you later become disabled or incapacitated, and regardless of how much time passes, unless this document or the law ends them.

1.3 It starts when you sign. Your Agent can act as soon as you sign, unless the law requires the Agent to sign first. If you sign in New York, it takes effect for an Agent only when that Agent's signature is acknowledged. Signing does not take away your own right to manage your affairs while you are able to.

1.4 Choose carefully. Select someone you trust. Your Agent must act in good faith, within the powers you grant and as you would reasonably expect, but nobody supervises your Agent automatically.

1.5 Special powers. Section 22 lists powers that can greatly reduce your property or change who receives it at your death. Initial a special power only if you want your Agent to have it. Your Agent does not have a special power that you leave blank.

1.6 Health care is not covered. This document does not let anyone make medical decisions for you.

1.7 You may revoke. You may revoke this Power of Attorney at any time while you have capacity. Give written notice to your Agent and to everyone who has a copy, because people who do not know of the revocation may continue to rely on it.

1.8 State formalities. Some states require their own printed notice, form, witnesses, affidavit or recording. Complete Schedule B before you sign. If you do not understand any part of this document, ask an attorney to explain it.

2. Parties: principal and agent

2.1 Principal. I, **[Principal's full legal name: _____]**, of [Principal's address: _____] (the "Principal"), being at least 18 years old and of sound mind, make this Durable Power of Attorney voluntarily.

2.2 Agent. I appoint **[Agent's full legal name: _____]**, of [Agent's address: _____], telephone and email [Agent's telephone and email: _____] (the "Agent"), as my agent and attorney-in-fact to act for me and in my name on the terms of this Power of Attorney.

2.3 Relationship. The Agent's relationship to me is: [Agent's relationship to the principal: _____].

2.4 Qualification. Each person who serves as Agent must be an individual at least 18 years old who is able to manage property, or a financial institution that the law of the Governing State allows to serve as agent and to conduct trust business there. A person who does not meet this Section when the duty to act

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arises is treated as having declined to serve.

2.5 No public office or employment. The appointment is personal. It does not create an employment relationship, and it gives the Agent no ownership of my property.

3. Definitions

3.1 Terms. In this document:

(a) "Power of Attorney" means this document, its Schedules and every written amendment signed with the formalities used for this document.

(b) "Agent" means the person appointed in Section 2, and any Co-Agent or Successor Agent while that person is authorized to act.

(c) "Governing State" means the state named in Section 36, and "Governing Law" means its law, as amended.

(d) "Property" means anything that may be owned, whether real or personal, tangible or intangible, legal or equitable, and any interest or right in it.

(e) "Incapacity" means that I am unable to manage property or business affairs because my ability to receive and evaluate information or to make or communicate decisions is impaired, even with technological assistance, or because I am missing, detained, or outside the United States and unable to return. If the Governing Law defines the term differently, that definition controls.

(f) "Third Party" means any person other than the Principal or Agent, including a bank, broker, insurer, title company, government agency or court.

(g) "Special Power" means a power listed in Section 22.

(h) "Code" means the Internal Revenue Code of 1986, as amended.

3.2 Reading this document. "Including" means including without limitation. "I", "me" and "my" refer to the Principal. The singular includes the plural. Section headings are for convenience only.

4. Durability and lapse of time

4.1 Durability. This power of attorney is not affected by subsequent disability or incapacity of the principal or lapse of time. This power of attorney shall not be affected by disability of the principal. This durable power of attorney is not terminated by subsequent incapacity of the principal except as provided in the law of the Governing State, including chapter 709, Florida Statutes, where that chapter applies.

4.2 Intent. I intend the authority granted here to be exercisable during any Incapacity, and for the Agent's acts during that time to bind me and my successors as if I were competent.

4.3 Lapse of time. This Power of Attorney does not become stale or end because of the passage of time. A Third Party may not refuse it only because of its age, unless the law allows that refusal.

4.4 No fixed end. This Power of Attorney continues until it ends under Section 32.

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5. Effective date

5.1 Immediate effect. This Power of Attorney takes effect when I sign it with the formalities required by the Governing Law. It is not conditioned on a future date, a medical opinion or any other event, except a signature or acknowledgment by the Agent that the applicable law requires first.

5.2 No proof of Incapacity. The Agent does not have to prove that I am incapacitated, and no Third Party may require that proof as a condition of dealing with the Agent under this document, unless the law requires it.

5.3 My own authority continues. While I have capacity I may act for myself. If my instructions and the Agent's differ, my instructions control as soon as the Agent or Third Party knows of them.

5.4 Delivery. I may keep the original and deliver it to the Agent later. Delay in delivery does not affect its validity. An Agent must not act before accepting under Section 30 and completing any acknowledgment that the applicable law requires first.

6. Successor agents

6.1 First Successor Agent. If every Agent appointed in Section 2 and any Co-Agent has died, resigned, become incapacitated, ceased to be qualified or declined to serve, I appoint **[First successor agent's name: _____]**, of [First successor agent's address: _____], as Agent (the first "Successor Agent").

6.2 Second Successor Agent. If the first Successor Agent also cannot or will not serve, I appoint **[Second successor agent's name: _____]**, of [Second successor agent's address: _____], as Agent (the second "Successor Agent").

6.3 Same authority. A Successor Agent has the same authority and duties as the original Agent. A personal limit that applies to an Agent because of a relationship to me is applied to each Successor Agent separately.

6.4 When a Successor Agent may act. A Successor Agent may not act until all predecessor Agents have resigned, died, become incapacitated, are no longer qualified or have declined. The Successor Agent may prove this by a death certificate, a signed resignation or refusal, a court order, a physician's written statement or a signed certification in the form of Schedule A.

6.5 Earlier acts. A Successor Agent is not responsible for the acts of a predecessor in which the Successor Agent did not take part or which the Successor Agent did not conceal. A Successor Agent who has actual knowledge of a predecessor's breach, or of an imminent breach, must notify me and, if I am incapacitated, take the action reasonably needed to protect my interests.

7. Co-agents

7.1 Co-Agent. In addition to the Agent in Section 2, I appoint as Co-Agent: **[Co-agent's name: _____]**. If the entry is "None", this Section does not apply.

7.2 How Co-Agents act. Co-Agents must act as follows: [How co-agents act: _____]. If the entry is blank or unclear, each Co-Agent may exercise authority independently.

7.3 Joint action. If Co-Agents must act jointly, both must consent to each transaction in writing or

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electronically. One may act alone if the other is unavailable and prompt action is needed to avoid irreparable harm to me, and must inform the other without delay.

7.4 Vacancy. If one Co-Agent stops serving, the remaining Co-Agent may act alone. A Successor Agent serves only when no Co-Agent remains.

7.5 Duties between Co-Agents. A Co-Agent is not liable for another's breach unless the Co-Agent took part in it, concealed it or, with actual knowledge of it, failed to notify me. If I am incapacitated, the Co-Agent must take reasonable steps to protect my interests. Co-Agents must share records on request.

8. General grant of authority and property covered

8.1 Subjects granted. I grant the Agent specific authority over each subject in Sections 9 through 21. To withhold a subject, I will draw a line through its whole Section and write my initials beside it before I sign.

8.2 Powers that support each subject. For each subject granted, the Agent may:

(a) demand, receive and obtain by litigation or otherwise money or property to which I am or may become entitled, and hold, invest, disburse or use it for the purposes intended;

(b) contract on terms agreeable to the Agent, and perform, change, rescind or end a contract made by me or for me;

(c) sign, acknowledge, seal, deliver, file or record any instrument that the Agent finds useful to the purpose;

(d) begin, defend, settle or accept a compromise of a claim in my favor or against me;

(e) ask a court or agency for help in carrying out this Power of Attorney;

(f) hire, pay and discharge an attorney, accountant, investment manager, appraiser, broker, bookkeeper or other adviser with reasonable care;

(g) prepare and file a record, report or other document that protects my interests under law;

(h) communicate with any representative or employee of a government or other Third Party; and

(i) have access to communications intended for me and communicate for me by mail, electronic transmission, telephone or other means, but only as far as needed for the subject and subject to the Special Power in Section 22 over the content of electronic communications.

8.3 Present and future Property. The authority applies to Property I have when I sign and Property I acquire later, wherever it is located, and whether or not the authority is exercised in the Governing State.

8.4 Statutory meaning. If the Governing Law contains a uniform or other statutory description of a subject in Sections 9 through 21, the Agent also has the authority in that description, unless it conflicts with this document or concerns a Special Power.

8.5 Specific authority only. Nothing in this document is meant as a grant of authority "to do all acts that I could do". The Agent has only the authority described. Where two subjects overlap, the broader description applies, except that no general subject includes a Special Power.

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8.6 Binding effect. An act within the scope of this Power of Attorney has the same effect, benefits me and binds me and my successors in interest as if I had done it.

9. Real property

9.1 Real Property. The Agent may, for any interest in land, buildings, minerals, timber, water rights, condominiums or cooperatives:

(a) buy, lease, receive, accept as a gift or as security for credit, or otherwise acquire or reject it;

(b) sell, exchange, convey with or without covenants, partition, subdivide, plat, consent to zoning, grant options or easements, lease or sublease it;

(c) mortgage it or pledge it as security to borrow money, or to pay, renew or extend my debt or a debt I guaranteed;

(d) release, assign, satisfy or enforce by litigation a mortgage, deed of trust, lien or other claim to real property that exists or is asserted;

(e) insure, protect, manage, repair, improve, restore or remove structures on it, and obtain or keep utilities and permits;

(f) pay, contest, compromise, or obtain a reduction, refund or exemption of, property taxes and assessments;

(g) collect rent, give notices, and enforce or end a lease; and

(h) sign and deliver deeds, affidavits of title, settlement statements, tax forms and other closing papers, and receive and receipt for proceeds.

9.2 Property identified. Without limiting Section 9.1, the authority applies to the following real property, whose legal description may be attached: [Real property to identify: _____].

9.3 Homestead and spouse. The Agent may sell, mortgage or convey my homestead or marital residence only with the joinder of my spouse, or of my spouse's guardian, if the law of the place where it is located requires that joinder. The Agent may not waive my spouse's separate rights.

9.4 Recording and local rules. Before using this document for land, the Agent must meet the signing, recording and property description rules of the state and county where the land is located.

10. Tangible personal property

10.1 Tangible personal property. The Agent may buy, receive, own, sell, exchange, lease, pledge, grant a security interest in, store, ship, insure, repair, use or dispose of vehicles, boats, household goods, jewelry, art, collections, equipment, livestock and other tangible personal property.

10.2 Titles and registrations. The Agent may apply for, sign, transfer, correct and surrender certificates of title and registrations, pay taxes and fees, and deal with motor vehicle and similar agencies for me.

10.3 Care and custody. The Agent may place property in storage, hire custodians, enter my home and storage units to collect or protect it, and release, assign or enforce a lien or claim on it.

10.4 Personal items. The Agent should, as far as practical, keep items of sentimental value and items

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that I have specifically left to someone in a will or trust known to the Agent.

11. Securities, commodities and investments

11.1 Securities and investments. The Agent may buy, sell, exchange, redeem and otherwise deal in stocks, bonds, mutual funds, exchange-traded funds, options, certificates of deposit, notes, commodity contracts and all other kinds of investments, except insurance and annuity contracts, which Section 14 covers.

11.2 Accounts. The Agent may open, continue, modify or close an account with a broker-dealer, transfer agent, bank or investment adviser, transfer assets between accounts in my name, receive statements and confirmations, and pledge securities to borrow or to pay or renew my debt.

11.3 Ownership rights. The Agent may receive certificates and other evidence of ownership, vote in person or by proxy, enter voting agreements, consent to limits on voting, and take part in reorganizations, mergers and rights offerings.

11.4 Prudence and risk. The Agent must consider my age, needs, risk tolerance, taxes and estate plan. Trading on margin, short sales, and the purchase of commodity futures or options are allowed only to continue or close a position that I held, or if Section 37 allows them.

11.5 Beneficiaries unchanged. Authority under this Section does not include creating or changing a beneficiary or a right of survivorship.

12. Banks and financial institutions

12.1 Express banking authority. The Agent may conduct banking transactions for me with any bank, trust company, savings association, credit union, thrift company, brokerage firm or other financial institution.

12.2 Accounts. The Agent may continue, modify and end an account or banking arrangement made by me or for me, and establish a new one in my name with an institution that the Agent selects. The Agent must not add the Agent as an owner of an account.

12.3 Transactions. The Agent may deposit, withdraw by check, money order, electronic funds transfer or otherwise, stop payment, endorse and negotiate checks and other instruments payable to me or to my order, receive statements and vouchers, and use online and telephone banking in the Agent's own credentials where offered.

12.4 Safe deposit. The Agent may rent or contract for a safe deposit box or vault space, and open, enter, add to or remove the contents of one, keeping an inventory.

12.5 Credit. The Agent may apply for, receive and use credit and debit cards, letters of credit and loans for my benefit, give security for them, and make, assign, endorse, discount, guarantee and negotiate promissory notes, checks, drafts and other paper for my benefit.

12.6 Trust accounts and beneficiaries. The Agent may not create or change a pay-on-death, transfer-on-death or similar designation except as a Special Power initialed in Section 22 allows.

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13. Operation of entities and businesses

13.1 Entities and businesses. Subject to the terms of any document that governs an entity or an entity interest, the Agent may:

(a) operate, buy, sell, enlarge, reduce or end an ownership interest;

(b) perform a duty, discharge a liability, or exercise in person or by proxy a right, power, privilege or option that I have as partner, member, shareholder or owner;

(c) enforce the terms of an ownership agreement and begin, take part in or settle litigation about it;

(d) exercise rights that I hold through certificates, bonds or other instruments of a similar kind;

(e) for a business that I own alone, change its name or form, set policies, hire and pay employees, buy and lease property, contract, borrow, collect receipts, file reports and pay taxes and expenses;

(f) put added capital into an entity where that is prudent for me;

(g) join in a reorganization, consolidation, conversion, domestication or merger; and

(h) sell, liquidate or otherwise end all or part of a business, setting a fair price and terms.

13.2 Professional limits. This Section does not let the Agent practice a profession or perform a service that requires a license the Agent does not hold.

13.3 Offices. The Agent does not become a director, officer, manager or trustee because of this Power of Attorney and may not cast a vote that I must cast personally in that role.

14. Insurance and annuities

14.1 Insurance and annuities. The Agent may continue, pay premiums or contributions on, modify, exchange, rescind, release or end a contract that insures or provides an annuity to me or another person, whether or not I am a beneficiary.

14.2 New contracts. The Agent may buy insurance of every kind for me, my spouse, my dependents and my property, including health, long-term care, disability, liability, auto, homeowner's and life insurance, and choose the amount, type and payment method. A beneficiary of a new contract must be a person who already benefits under my existing plan, my estate, or a person whom an initialed Special Power allows.

14.3 Claims and benefits. The Agent may file claims, give proof of loss, receive proceeds, settle disputes, apply for assistance in paying premiums, select a time and manner of payment, and pay or contest a premium tax.

14.4 Cash values. The Agent may borrow against, pledge, surrender or receive the cash value of a contract, and change the investment mix of a variable contract, but only if the result is consistent with my needs and estate plan as far as the Agent knows them.

14.5 Beneficiary limits. Except as Section 22 allows, the Agent may not create or change a beneficiary designation or waive my rights as a beneficiary of a joint and survivor annuity.

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15. Estates, trusts and other beneficial interests

15.1 Beneficial interests. The Agent may act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship or other fund from which I am, may become or claim to be entitled to a share or payment.

15.2 Acts. The Agent may accept, receive, receipt for, sell, assign, pledge or exchange my share; demand or obtain money or property; begin, take part in or settle litigation about the meaning, validity or effect of an instrument; seek the removal, substitution or surcharge of a fiduciary; and conserve, invest, disburse or use what is received.

15.3 Transfers to my trust. The Agent may transfer an interest of mine in real property, securities, accounts, insurance, annuities or other Property to the trustee of a revocable trust that I created as settlor. This power does not include creating, amending or revoking a trust.

15.4 Disclaimers. A power to reject, renounce, disclaim or release an inheritance or other interest is a Special Power. The Agent does not have it unless I initial it in Section 22.

16. Claims and litigation

16.1 Claims and litigation. The Agent may assert and maintain before a court or administrative agency a claim, counterclaim, setoff or defense for me, including an action to recover property, recover damages, eliminate or change a tax liability, or obtain an injunction or other relief.

16.2 Procedure. The Agent may bring an action to determine an adverse claim or intervene; seek attachment, garnishment or another remedy before or after judgment; make or accept a tender, offer of judgment or admission of facts; consent to examination; and bind me in litigation.

16.3 Settlement. The Agent may submit to mediation or arbitration, settle, compromise, waive a verdict's effect, appeal, and sign releases, satisfactions and settlement agreements.

16.4 Insolvency and payment. The Agent may act for me in a bankruptcy, reorganization, receivership or assignment for creditors; pay a judgment, award or order against me; and receive money paid to settle a claim.

16.5 Attorneys and personal facts. Only a licensed attorney may represent me in court where the law requires it. The Agent may not give testimony or swear to an affidavit about facts that are within my personal knowledge and not the Agent's.

17. Personal and family maintenance

17.1 Support. The Agent may perform the acts needed to maintain the customary standard of living of me, my spouse, my minor children, any other person I am legally required to support, and these people whom I have customarily supported or intended to support: [People the principal supports: _____].

17.2 Payments. The Agent may make periodic payments of child support and other family maintenance required by a court or agency order or by an agreement to which I am a party; provide living quarters by purchase, lease or payment of operating costs; and provide normal domestic help, usual vacations and travel, shelter, clothing, food, education through post-secondary and vocational study, and other current living costs.

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17.3 Care costs. The Agent may pay for health care, home care, assisted living, nursing care and custodial care, sign financial admission agreements only as my representative, and review bills, insurance claims and payment information that the law lets me obtain. The Agent should not accept personal liability as a guarantor.

17.4 Transport, accounts and memberships. The Agent may continue provisions for cars or other transport, maintain credit and debit accounts for convenience, pay dues to religious, civic and charitable bodies, and provide for the care of my pets.

17.5 Not limited by gift rules. Support under this Section is not a gift and is neither increased nor reduced by the limits in Section 23. Support of the Agent is allowed only if the Agent is a person described in Section 17.1.

18. Government benefits

18.1 Benefits. The Agent may act for me on benefits from governmental programs and from civil or military service, including Social Security, Medicare, Medicaid, veterans and unemployment benefits. The Agent may enroll in, apply for, select, reject, change, suspend or discontinue a benefit or program.

18.2 Claims and records. The Agent may prepare, sign and file claims, gather financial and residence records, sign vouchers for allowances and reimbursements, take part in hearings and appeals, and receive, conserve or use the proceeds for me.

18.3 Agency rules control. This document does not make the Agent my representative payee for Social Security or Supplemental Security Income, and does not authorize the Agent to negotiate a federal payment where federal law does not recognize a power of attorney. The Agent may apply to be appointed as representative payee, VA fiduciary or authorized representative, and must use the agency's own form.

18.4 Benefit planning. The Agent may seek advice on and arrange my affairs to qualify for a benefit, but a transfer for less than full value needs a Special Power initialed in Section 22.

19. Retirement plans

19.1 Retirement plans. For an employee benefit, pension, profit-sharing, stock bonus or deferred compensation plan, individual retirement account, Roth account, Keogh plan or similar arrangement, the Agent may select the form and timing of payments, withdraw benefits, make a direct or indirect rollover, establish a plan in my name, make contributions, direct investments, and borrow from, sell assets to or buy assets from the plan where the plan allows.

19.2 Required payments. The Agent may take any minimum distribution that the law requires and elect tax withholding.

19.3 Limits. Except as Section 22 allows, the Agent may not create or change a beneficiary designation, or waive my right to a survivor benefit. The Agent must follow any spousal consent rule that applies to the plan.

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20. Taxes

20.1 Returns and payment. The Agent may prepare, sign and file federal, state, local and foreign income, gift, payroll, property and other tax returns, claims for refund, extension requests, petitions and other tax documents, pay taxes due, collect refunds, post bonds and receive confidential information.

20.2 Agreements. The Agent may sign consents and agreements, including those that extend the time for assessment, for tax years within 25 years before the date of signature and for each later tax year, and exercise elections available to me.

20.3 Representation. The Agent may act for me in tax matters before the Internal Revenue Service and other taxing authorities as far as their rules permit, and may appoint a person who is eligible to practice to represent me.

20.4 Form 2848. The Agent may sign and file IRS Form 2848, or its successor, for me. This includes completing the form to supply details that the IRS requires and that this document does not state, such as the type of tax and the tax periods.

20.5 Identifying details. I do not print my Social Security number in this document. I will give it to the Agent separately in a secure way.

21. Digital assets and electronic records

21.1 Digital assets. The Agent may access, manage, control, transfer, download, archive, suspend, close and delete my digital assets, including financial and shopping accounts, domain names, websites, cloud storage, photographs, loyalty points, virtual currency and the devices on which they are kept.

21.2 Consent to records access. I consent to disclosure to the Agent of a catalogue of my electronic communications and of my digital assets other than the content of electronic communications, under any law on fiduciary access to digital assets that applies and under federal privacy and computer laws.

21.3 Content. The Agent may receive or read the content of electronic communications sent or received by me only if I initial that Special Power in Section 22.

21.4 Security. The Agent must keep passwords, recovery phrases and private keys confidential and secure, follow terms of service that lawfully apply, and not impersonate me. An online tool that I used to direct disclosure of an account controls that account where the law gives it priority.

22. Special powers that require initials

22.1 CAUTION. A power in this Section lets the Agent take actions that could significantly reduce my Property or change how it is distributed at my death. **The Agent has only those powers below beside which I have written my initials.** I must place my initials on each line separately. A power without initials is withheld.

(a) **Create a trust.** Create, fund, amend, revoke or terminate an inter vivos trust, if the trust instrument also allows any change to an existing trust.
Principal's initials to grant (a):

(b) **Make gifts.** Make a gift, subject to Sections 23 and 24 and to any special instruction in Section 37.
Principal's initials to grant (b):

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(c) **Survivorship.** Create or change rights of survivorship.
Principal's initials to grant (c):

(d) **Beneficiaries.** Create or change a beneficiary designation.
Principal's initials to grant (d):

(e) **Delegation.** Delegate authority granted under this Power of Attorney to another qualified person, in writing and for a stated purpose.
Principal's initials to grant (e):

(f) **Survivor benefits.** Waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.
Principal's initials to grant (f):

(g) **Fiduciary powers.** Exercise fiduciary powers that I have authority to delegate, but not powers as trustee or a court-appointed fiduciary where the law forbids it.
Principal's initials to grant (g):

(h) **Electronic communications.** Access the content of electronic communications sent or received by me.
Principal's initials to grant (h):

(i) **Disclaimers.** Disclaim, refuse, renounce or release Property or a power of appointment.
Principal's initials to grant (i):

22.2 Duty still applies. Initials permit an act but do not require it. The Agent must use each Special Power in line with my reasonable expectations and, as far as the Agent knows it, must try to preserve my estate plan.

23. Gifts

23.1 When gifts are allowed. The Agent may make a gift only if I initialed Section 22.1(b). Gifts may be outright or for the benefit of a person, including through a trust that qualifies, a custodianship under a transfers to minors law, or a tuition savings account under section 529 of the Code.

23.2 Cap. Gifts to one person in a calendar year may not exceed the annual dollar limit of the federal gift tax exclusion under section 2503(b) of the Code for that year, whether or not the exclusion applies to the gift. A higher limit applies only if I state it in Section 37.

23.3 Standard. The Agent may make a gift only as the Agent determines to be consistent with my objectives if actually known and, if unknown, with my best interest based on all relevant factors. These include the value and nature of my Property, my foreseeable obligations and need for maintenance, the reduction of taxes, eligibility for a benefit or program, and my personal history of making gifts.

23.4 Gifts to the Agent. A gift to the Agent, or to a person whom the Agent must support, must meet Sections 23.2 and 24. It must not favor the Agent over others in the same position, such as my other children, unless I state that in Section 37.

23.5 Records. For every gift the Agent must record the recipient, date, value and reason, and file any gift tax return that is due.

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24. Limits on agent self-benefit and prohibited acts

24.1 Self-benefit. Despite a grant of authority in Section 22, an Agent who is not my ancestor, spouse or descendant may not use this Power of Attorney to create in the Agent, or in a person to whom the Agent owes a legal obligation of support, an interest in my Property. This includes by gift, right of survivorship, beneficiary designation, disclaimer or otherwise. The only exception is one that I state expressly in Section 37.

24.2 Related Agent. An Agent who is my ancestor, spouse or descendant may receive a benefit only under a Special Power that I initialed, and only within Section 23 and the Agent's duties.

24.3 Dealing with my Property. The Agent may not buy, lease, borrow or otherwise use my Property for personal benefit except for full value on fair terms, with written disclosure to me or, if I am incapacitated, to the person named in Section 27.4. The Agent must not mix my money with the Agent's own.

24.4 Acts not allowed. The Agent may not:

(a) perform duties under a contract that requires my personal services;

(b) make an affidavit about my personal knowledge;

(c) vote in a public election for me;

(d) sign, change or revoke my will or codicil;

(e) exercise powers that I hold as trustee or court-appointed fiduciary, except as the law and an initialed Section 22.1(g) allow;

(f) consent to marriage, divorce or adoption for me; or

(g) do any other act that the law requires me to do personally.

25. Health care decisions excluded

25.1 No health care authority. This Power of Attorney does not authorize the Agent to consent to, refuse or withdraw medical or mental health treatment, or to make any other health care decision for me. I will name a health care agent in a separate document that meets the law of my state.

25.2 Cooperation. The Agent must cooperate with the person who has authority to make health care decisions for me, must provide funds for care that this person selects as far as my Property allows, and may exchange with that person the information needed for both to act.

25.3 Other directives unaffected. Nothing here changes or revokes a health care power of attorney, living will, advance directive, medical privacy release or direction about my remains.

26. Duties of the agent

26.1 Core duties. An Agent who has accepted must:

(a) act in accordance with my reasonable expectations as far as the Agent actually knows them and, otherwise, in my best interest;

(b) act in good faith; and

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(c) act only within the scope of authority granted.

Nothing else in this document reduces these duties.

26.2 Further duties. The Agent must also:

(a) act loyally for my benefit;

(b) avoid a conflict of interest that impairs the Agent's ability to act impartially in my best interest;

(c) act with the care, competence and diligence ordinarily used by agents in similar circumstances;

(d) keep the records required by Section 27;

(e) cooperate with my health care agent under Section 25; and

(f) try to preserve my estate plan, as far as the Agent actually knows it, if that is consistent with my best interest. Relevant factors include the value of my Property, my obligations and need for maintenance, taxes, and eligibility for benefits.

26.3 Special skills. An Agent chosen because of special skills or expertise must use them.

26.4 Decline in value. Without a breach of duty, the Agent is not liable if the value of my Property falls. An Agent who acts with care and diligence for my best interest is not in breach only because the Agent also benefits from the act or has an individual interest, subject to Section 24.

26.5 How to sign. The Agent must disclose the agency and sign in this form: "[Principal’s full legal name: _____], by [Agent's signature], as Agent" or another form that clearly shows the capacity.

27. Records and accounting

27.1 Records. The Agent must keep a record of all receipts, disbursements and transactions made for me, with supporting statements, invoices and receipts, for as long as the Agent serves and for at least [Years to keep records after service: _____] years afterward, or longer if the law requires.

27.2 Separate Property. The Agent must keep my Property separate and titled so that my ownership is clear. An account jointly owned by us before this document was signed is not affected.

27.3 Disclosure on request. The Agent must disclose receipts, disbursements and transactions when I request it, when a court orders it, or when a guardian, conservator or other fiduciary acting for me, or a government agency with authority to protect my welfare, requests it. After my death, my personal representative or successor in interest may request it.

27.4 Person who may monitor. I also authorize this person to request an accounting if I am incapacitated: [Person who may ask for an accounting: _____]. If the entry is "None", nobody is added by this Section.

27.5 Time. The Agent must comply within 30 days after a request, or within that time explain in writing why more time is needed and comply within 30 more days.

27.6 Content and delivery. An accounting must list the opening balance, each receipt and payment, gifts, gains and losses, compensation, and Property on hand. When service ends, the Agent must within a reasonable time deliver my records and Property to me, the next Agent, my guardian or conservator, or

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my personal representative.

28. Compensation and expenses

28.1 Expenses. The Agent is entitled to reimbursement of expenses reasonably incurred for me, with a receipt or other proof where practical.

28.2 Compensation. The Agent's compensation is: [Agent’s compensation: _____]. It may be paid only as far as the Governing Law allows that Agent to be paid. If the entry is blank or unclear, the Agent may receive compensation that is reasonable under the circumstances, if the Governing Law allows it.

28.3 Records of time. An Agent who is paid by the hour must record the date, time and work. The Agent may not be paid twice for the same work under another role.

28.4 Professional fees. Fees of advisers hired under Section 8.2 are my expense if reasonable. An Agent who also provides professional services must disclose the rate in writing before charging it.

29. Liability and exoneration

29.1 Honest mistakes. An Agent is not liable to me or my successors for an error of judgment made in good faith, within the scope of authority and with the care this document requires.

29.2 No relief for serious wrongs. Section 29.1 does not relieve the Agent of liability for a breach committed dishonestly, with an improper motive or with reckless indifference to the purposes of this Power of Attorney or my best interest, or for any liability that the Governing Law does not permit a principal to excuse. No relief applies if this Section was placed in the document by an abuse of a confidential or fiduciary relationship with me.

29.3 No waiver of disclosure or core duties. Nothing in this document excuses the Agent from the duty to keep records, account or disclose.

29.4 Remedies. An Agent who breaches a duty must restore the value of my Property to what it would have been without the breach, reimburse attorney's fees and costs paid from my Property on the Agent's behalf, and is subject to any other remedy that the law gives.

29.5 Advisers and delegates. An Agent who uses reasonable care in choosing and monitoring a permitted adviser or delegate is not liable for that person's act, error or judgment.

29.6 Indemnity. My Property will indemnify an Agent for reasonable costs and liabilities that result from a proper act under this Power of Attorney. This does not cover a matter described in Section 29.2 or a breach of duty.

30. Acceptance and resignation of agent

30.1 Acceptance. A person accepts appointment by signing the Agent's acknowledgment, by exercising authority or performing duties as Agent, or by other conduct that shows acceptance. Where the law requires a signed acknowledgment before an Agent has authority, the Agent must sign and attach it first.

30.2 No duty to accept. A person named as Agent may decline by written notice to me. A person who has not accepted has no duty to act.

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30.3 Resignation. An Agent may resign by giving written notice to me. If I am incapacitated, the Agent must give notice to my conservator or guardian, if one is appointed, and to any Co-Agent or Successor Agent. If there is none, the Agent must give notice to my caregiver, another person reasonably believed to have enough interest in my welfare, or a government agency with authority to protect my welfare.

30.4 Effective time. Resignation takes effect [Days until resignation takes effect: _____] days after notice, or earlier if a Successor Agent accepts. Until then the Agent must do what is reasonably needed to protect my Property. The Agent must then deliver records and Property under Section 27.6.

30.5 Agent's incapacity. An Agent's authority is suspended while the Agent is incapacitated. A physician's signed statement or court finding is sufficient proof for a Third Party.

31. Nomination of guardian or conservator

31.1 Nomination. If a court proceeding to protect my estate or person is begun after I sign, I nominate **[Person nominated as guardian or conservator: _____]** as conservator or guardian of my estate and, if needed, guardian of my person, for the court's consideration.

31.2 Purpose. I intend this Power of Attorney to make a conservatorship or guardianship of my estate unnecessary. I ask the court to choose the least restrictive arrangement and to leave the Agent's authority in place as far as it serves me.

31.3 If one is appointed. If a court appoints a fiduciary for my Property, the Agent is accountable to that fiduciary as well as to me. The authority continues or is limited, suspended or ended as the Governing Law and the court provide.

31.4 Bond. I ask that my nominee serve without bond as far as the court may allow it.

32. Termination and spouse agent

32.1 End of this Power of Attorney. This Power of Attorney ends when:

(a) I die;

(b) I revoke it under Section 33;

(c) its purpose is accomplished or a court ends it; or

(d) the last Agent's authority ends and no Successor Agent can serve.

32.2 End of one Agent's authority. An Agent's authority ends when I revoke it, or when the Agent dies, becomes incapacitated, resigns or is no longer qualified, or when this Power of Attorney ends.

32.3 Spouse as Agent. If an Agent is my spouse, that Agent's authority ends at the earliest of the filing of an action for dissolution, annulment, divorce or legal separation of our marriage, a decree that ends it or declares it void, or any other event that ends it under the Governing Law. A Successor Agent then acts. I may provide otherwise only by a clear statement in Section 37.

32.4 Death. The Agent has no authority after the Agent learns of my death, except to preserve Property and deliver it with the records to my personal representative. This document does not replace a will or probate.

32.5 Acts without knowledge. Termination is not effective as to an Agent or other person who, without

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actual knowledge of it, acts in good faith under this Power of Attorney. Such an act, unless otherwise invalid, binds me and my successors. Incapacity is not a termination.

33. Revocation and prior powers of attorney

33.1 How to revoke. While I have capacity I may revoke all or part of this Power of Attorney by a signed and dated writing that states the revocation and, where the law requires, is witnessed, acknowledged or recorded.

33.2 Notice. I or someone for me should promptly deliver written notice of revocation to each Agent and to every bank, broker, agency and other Third Party that received this document, ask for the return of copies, and record the revocation in each place where this document was recorded. Revocation binds a person only as and when the Governing Law provides.

33.3 Earlier powers of attorney. On signing, I revoke only the following earlier powers of attorney for property: [Earlier powers of attorney to revoke: _____]. If the entry is "None", I revoke none by this document.

33.4 What is kept. Nothing in this Section revokes a health care document, a power of attorney limited to one transaction or one financial institution, a military power of attorney, or an IRS Form 2848, unless it is clearly identified in Section 33.3.

33.5 Later powers of attorney. A later power of attorney revokes this one only if it expressly says so.

34. Reliance by third parties and agent certification

34.1 Reliance. A Third Party that in good faith accepts this Power of Attorney, and has no actual knowledge that it is void, invalid or terminated or that the Agent is exceeding or improperly exercising authority, may rely on it as if it were genuine, valid and still in effect. The protection of any broader law also applies.

34.2 Certification and opinion. A Third Party may, as the law allows, request the Agent's certification under penalty of perjury of any factual matter, an English translation, or an opinion of counsel as to a matter of law with the reason for the request. Schedule A may be used for the certification.

34.3 Duty to accept. I ask each Third Party to accept or respond within the time set by the law that applies. Except as that law allows, a Third Party may not require an additional or different form for authority granted here. The Agent may seek a court order and any costs and fees that the law allows.

34.4 Protection. I and my estate will hold harmless a Third Party from loss caused by its good faith reliance on this document before it has actual knowledge of revocation or termination.

34.5 Application of funds. A Third Party that pays money or delivers Property to the Agent within the Agent's authority has no duty to see how it is used, unless it knows of a breach.

35. Recording and copies

35.1 Copies. A photocopy or electronically transmitted copy of this signed document has the same effect as the original, except where a law, such as a recording law, requires an original or certified copy.

35.2 Originals. I may sign more than one original. Originals and copies will be kept at: [Where originals and copies are kept: _____].

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35.3 Recording. The Agent may record this document in any county or office, and must record it before acting where the law requires that. This includes recording for a real property transaction and, in states that require it, recording before acting after my Incapacity.

35.4 Electronic form. If the Governing Law allows an electronic power of attorney or remote acknowledgment, this document may be signed and kept in that form only if each step of that law is followed. Otherwise it must be signed in ink.

36. Governing law and use in other states

36.1 Governing Law. The law of **[State whose law governs: _____]** determines the meaning and effect of this Power of Attorney, whether or not I move.

36.2 Use elsewhere. I intend this document to be recognized in every jurisdiction in which it is valid where signed or under the law named above. The law of the place of land or an institution may add steps for use there.

36.3 Mandatory law. If the applicable law requires a statement, notice, duty or protection that this document lacks, the document must be read with that law, and the Agent must not act until a required step is completed. Nothing here waives a right that the law does not permit me to waive.

36.4 Courts. A court with jurisdiction may construe this document, review the Agent's conduct and grant relief on petition by a person whom the law allows to petition. No clause here limits that right.

36.5 Notices. A notice under this document must be in writing and delivered by hand, by tracked mail or courier, or by email with confirmed receipt, to the last address known to the sender. Notice to a bank or agency must go to the address it has named for that purpose.

37. Special instructions, severability, interpretation

37.1 Special instructions. The following instructions add to or limit the Agent's authority: [Special instructions: _____].

37.2 Priority. A special instruction controls over a general clause, but cannot reduce Section 26.1, grant a Special Power without initials or permit an act that the law forbids.

37.3 Severability. If a provision is invalid or cannot be used in a jurisdiction, the rest stays in effect. A limit that applies to one transaction or state does not limit others.

37.4 Amendment. I may amend this document only by a signed and dated writing made with the same formalities. Handwritten changes after signing have no effect.

37.5 No assignment. The Agent may not assign the appointment. Delegation is allowed only under Section 22.1(e), apart from the use of advisers under Section 8.2.

37.6 No waiver. Delay in using a right under this document does not waive it.

37.7 Entire document. This document and its Schedules state the Agent's whole authority. A conversation or informal note does not enlarge it, although the Agent may consider it as evidence of my expectations.

37.8 Consideration of advice. I have had the chance to ask an attorney of my choice about this

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document before signing.

SIGNATURE OF PRINCIPAL

I have read this Durable Power of Attorney, including Section 1 and each Special Power that I initialed. I understand that it gives my Agent authority over my Property that continues during my Incapacity. I sign it voluntarily, with capacity to do so, and not under duress, fraud or undue influence.

Principal: [Principal's full legal name: _____]
Signature of Principal:
Date signed:
City, county and state where signed:

If the Principal cannot physically sign. At the Principal's direction and in the Principal's conscious presence, the adult named below, who is not an Agent, a witness or the notary, signs the Principal's name. Use this block only if the applicable law allows it and after checking any added rule.

Principal's name, signed by another:
Signature of the person signing:
Printed name and address:
Reason the Principal cannot sign:
Date signed:

STATEMENT OF TWO WITNESSES

Each of us states that, on the date beside our signatures:

1. the Principal signed this Power of Attorney, or directed another adult to sign it, in our presence, or acknowledged the signature to us, and we both watched as required by the applicable law;
2. we signed as witnesses in the presence of the Principal and of each other;
3. the Principal appeared to us to be of sound mind, at least 18 years old, and free from duress, fraud and undue influence;
4. each of us is at least 18 years old and competent to be a witness;
5. neither of us is an Agent, Co-Agent or Successor Agent named here, or the spouse, child or other relative of one, or related to the Principal by blood, marriage or adoption, or the Principal's state-registered domestic partner;
6. neither of us is the notary, the person who signed for the Principal, a beneficiary under the Principal's will or trust that we know of, or a person who provides the Principal with health, home or residential care or owns or works for such a provider; and
7. each of us knows the Principal or has received satisfactory proof of identity.

First witness: [First witness's full name: _____]
Signature:
Address: [First witness's address: _____]
Date signed:

Second witness: [Second witness's full name: _____]

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Signature:
Address: [Second witness’s address: _____]
Date signed:

NOTARY ACKNOWLEDGMENT

Use the certificate of the state where the Principal signs if that state prescribes one. The notary must not be a witness, an Agent or a relative of either.

State of:
County of:

On the date written below, before me, the undersigned officer authorized to take acknowledgments and administer oaths, personally appeared **[Principal’s full legal name: _____]**, the Principal, who is personally known to me or who proved identity by satisfactory evidence, and who acknowledged signing the foregoing Durable Power of Attorney as a free and voluntary act for the purposes stated in it.

The following statement applies only if another adult signed at the Principal's direction: the Principal appeared before me, directed that adult to sign in the Principal's conscious presence, and acknowledged the signature as the Principal's own. Name of that adult:

Type of identification produced:
Date of acknowledgment:
Signature of notary or officer:
Printed name and title:
Commission number and expiration date:
Official seal or stamp:

INFORMATION FOR THE AGENT

1. Your position. When you accept authority under this Power of Attorney, a special legal relationship is created between you and the Principal. It imposes legal duties that continue until you resign or the Power of Attorney or your authority ends.

2. You must. Do what you know the Principal reasonably expects you to do with the Principal's Property or, if you do not know, act in the Principal's best interest. Act in good faith. Do nothing beyond the authority granted. Disclose your identity as Agent whenever you act for the Principal by signing as Section 26.5 shows.

3. You must also. Act loyally for the Principal's benefit; avoid conflicts of interest; act with care, competence and diligence; keep a record of every receipt, payment and transaction; keep the Principal's Property separate; cooperate with the health care agent; and try to preserve the Principal's estate plan if you know it and doing so is in the Principal's best interest.

4. Stop acting. You must stop acting if you learn that the Power of Attorney or your authority has ended, including because of death, revocation, resignation, the end of its purpose or, if you are the Principal's spouse, the events in Section 32.3.

5. Liability. You may be liable for damages if you violate the law or act outside the authority granted, and you may be prosecuted for misuse of the Principal's Property. If you do not understand a duty, ask an attorney.

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AGENT'S ACKNOWLEDGMENT

I have read the attached Power of Attorney and I am the person named as Agent. I accept the appointment. When I act as Agent I will: act in accordance with the Principal's reasonable expectations as far as I actually know them and, otherwise, in the Principal's best interest; act in good faith; act only within the scope of authority granted; keep the Principal's assets separate from mine; exercise reasonable caution and prudence; and keep a full and accurate record of all actions, receipts and disbursements for the Principal.

Agent: [Agent’s full legal name: _____]
Signature:
Date signed:

Co-Agent, if any: [Co-agent’s name: _____]
Signature:
Date signed:

First Successor Agent, signed on first acting: [First successor agent’s name: _____]
Signature:
Date signed:

Second Successor Agent, signed on first acting: [Second successor agent’s name: _____]
Signature:
Date signed:

NOTARY CERTIFICATE FOR AGENT'S SIGNATURE (optional; required in New York)

Complete one certificate for each Agent, Co-Agent or Successor Agent who signs. Use the certificate of the state where that person signs if that state prescribes one. It may be completed on a different day from the Principal's acknowledgment.

State of:
County of:

On the date written below, before me, the undersigned officer authorized to take acknowledgments, personally appeared the person named below as Agent, who is personally known to me or who proved identity by satisfactory evidence, whose name is signed to the Agent's acknowledgment above, and who acknowledged signing it in the capacity of Agent.

Name of Agent who appeared:
Type of identification produced:
Date of acknowledgment:
Signature of notary or officer:
Printed name and title:
Commission number and expiration date:
Official seal or stamp:

SCHEDULE A: AGENT'S CERTIFICATION

The Agent completes this Schedule when a Third Party asks. Do not complete it when the Principal signs.

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State of:
County of:

I, the Agent or Successor Agent named below, certify under penalty of perjury that:

1. **[Principal's full legal name: _____]** granted me authority as an Agent or Successor Agent in a Durable Power of Attorney signed on the date written below.
2. To my knowledge the Principal is alive, and has not revoked the Power of Attorney or my authority.
3. To my knowledge the Power of Attorney and my authority have not terminated, and no event that would end them, including an action for divorce, annulment or separation if I am the Principal's spouse, has occurred.
4. If I am a Successor Agent, every prior Agent is no longer able or willing to serve.
5. If there is a Co-Agent, I am acting as Section 7 allows.
6. The act for which I present the Power of Attorney is within my authority. Describe the act:
7. Other facts the Third Party asked me to certify:

Date of the Power of Attorney:
Name of Agent or Successor Agent:
Signature:
Address, telephone and email:
Date signed:

Acknowledgment or oath. Signed and sworn to, or acknowledged, before me on the date below by the Agent named above.

Signature of notary or officer:
Printed name, commission expiration and seal:
Date:

SCHEDULE B: STATE FORM CHECK AND ATTACHMENTS

Complete this Schedule before signing. It lists known extra steps and is not a complete list of state rules.

1. **Governing State form.** Check if [State whose law governs: _____] publishes a statutory form and whether my bank expects it. If so, use that form.
2. **Pennsylvania.** Place the statutory notice in capital letters at the beginning, have the Principal sign it, and attach the signed statutory Agent's acknowledgment before the Agent acts.
3. **Maine.** Include the statutory notices to the Principal and the Agent. A durable power of attorney there is not valid without them.
4. **Arizona.** Complete the notarized affidavit form that the statute requires and check the limits on who may witness.
5. **South Carolina.** Use the same formality and witness requirements as for a will, with acknowledgment or probate. Record the document before the Agent acts after the Principal's Incapacity.

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6.

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Florida. Use two subscribing witnesses and a notary, and the Principal's signature or initials beside each special power. Do not change Section 5 to a future date or event.

7. **Texas.** Use a notary. Record as required for real property. Special rules apply to a home equity loan.
8. **Maryland and Connecticut.** Have two adult witnesses. Maryland also requires a notary acknowledgment.
9. **Washington.** Date the signature and use a notary or two qualified witnesses.
10. **New York.** If the Principal signs in New York and does not use the statutory short form, do all of the following (N.Y. Gen. Oblig. Law § 5-1501B(1)): (a) print the document in clear type of at least 12 points; (b) have the Principal sign, initial and date it, have that signature acknowledged before a notary, and have two witnesses sign who are not named here as agents or as permissible recipients of gifts; (c) have each Agent who will act sign and date the Agent's acknowledgment before a notary, who completes the certificate that follows it; and (d) keep the New York attachment below in the document. The document takes effect for an Agent on the date that Agent's signature is acknowledged. Co-Agents who must act together must all have signed and been acknowledged first.
11. **Delaware.** Have the Principal sign and date in the presence of a notarial officer and one adult witness who is not related to the Principal by blood, marriage or adoption and who takes nothing under the Principal's will, codicil or trust. Place the statutory notice, signed by the Principal, at the beginning: without it, if the Agent's authority is challenged, the Agent must show that the document is valid. Each Agent must sign and attach the statutory Agent's Certification before acting. The Agent has no authority until then, whatever Section 30.1 says (12 Del. C. § 49A-105).
12. **California.** A printed durable form distributed in California for use without a lawyer's advice must carry the warnings in Prob. Code § 4128(a) in boldface type of at least 10 points. Add the current "Notice to Person Executing Durable Power of Attorney" and the current notice to the person accepting the appointment as agent, or use the statutory form in Prob. Code § 4401, to which § 4128 does not apply. The statutory form is being replaced, so take the current form and notices from the Legislature's website.
13. **Land in another state.** Check the rules of: [Other states where land or accounts are located: _____].
14. **Attachments.** List each state notice, affidavit, acknowledgment or legal description attached: [Attachments: _____].

NEW YORK ATTACHMENT (keep only if the Principal signs in New York)

CAUTION TO THE PRINCIPAL: Your Power of Attorney is an important document. As the "principal," you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent" at the end of this document describes your agent's responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

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You can request information from your agent at any time. If you are revoking a prior Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to any third parties who may have acted upon it, including the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, www.nysenate.gov or www.nyassembly.gov.

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

IMPORTANT INFORMATION FOR THE AGENT:

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

(1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;

(2) avoid conflicts that would impair your ability to act in the principal's best interest;

(3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;

(4) keep a record of all transactions conducted for the principal or keep all receipts of payments and transactions conducted for the principal; and

(5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manners: (Principal's Name) by (Your Signature) as Agent, or (your signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or anyone else or make gifts to yourself or anyone else unless the principal has specifically granted you that authority in the modifications section of this document or a Non-Statutory Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent: The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

Principal's initials and date:

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