POWER OF ATTORNEY
NEW YORK STATUTORY SHORT FORM

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.

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.

DESIGNATION OF AGENT(S)

I, _____ , hereby appoint:

Name and Address of Principal

_____

_____

_____ , as my Agent(s)

Name(s) and Address(es) of Agent(s)

If you designate more than one Agent above, and you do not initial the statement below, they must act together.

(_____) My Agents may act SEPARATELY.

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If any Agent designated above is unable or unwilling to serve, I appoint as my successor agent(s):

_____

_____

_____

Name(s) and Address(es) of Successor Agent(s)

If you do not initial the statement below, Successor Agents designated above must act together.

(_____) My Successor Agents may act SEPARATELY.

You may provide for specific succession rules in this section. Insert specific succession provisions here:

_____

_____

REVOCATION AND SUBSEQUENT INCAPACITY

THIS POWER OF ATTORNEY shall not be affected by my subsequent incapacity unless I have stated otherwise below, under "Modifications."

THIS POWER OF ATTORNEY DOES NOT REVOKE any Powers of Attorney previously executed by me unless I have stated otherwise below, under "Modifications."

GRANT OF AUTHORITY

To grant your Agent(s) some or all of the authority below, either:

(1) Initial the bracket at each authority you grant, or

(2) Write or type the letters for each authority you grant on the blank line at (P), and initial the bracket at (P). If you initial (P), you do not need to initial the other lines.

I grant authority to my Agent(s) with respect to the following subjects as defined in sections 5-1502A through 5-1502N of the New York General Obligations Law:

(_____) (A) real estate transactions;

(_____) (B) chattel and goods transactions;

(_____) (C) bond, share, and commodity transactions;

(_____) (D) banking transactions;

(_____) (E) business operating transactions;

(_____) (F) insurance transactions;

(_____) (G) estate transactions;

(_____) (H) claims and litigation;

(_____) (I) personal and family maintenance. If you grant your Agent(s) this authority, it will allow the Agent(s) to make gifts that you customarily have made to individuals, including the Agent(s), and charitable organizations. The total amount of all such gifts in any one calendar year cannot exceed five thousand dollars;

(_____) (J) benefits from governmental programs or civil or military service;

(_____) (K) financial matters related to health care; records, reports, and statements;

(_____) (L) retirement benefit transactions;

(_____) (M) tax matters;

(_____) (N) all other matters;

(_____) (O) full and unqualified authority to my Agent(s) to delegate any or all of the foregoing powers to any person or persons whom my Agent(s) select.

(_____) (P) EACH of the matters identified by the following letters:

_____

You need not initial the other lines if you initial line (P).

CERTAIN GIFT TRANSACTIONS (OPTIONAL)

In order to authorize your Agent(s) to make gifts in excess of an annual total of $5,000 for all gifts described in (I) of the grant of authority section of this document (under personal and family maintenance), and/or to make changes to interest in your property, you must expressly grant that authorization in the Modifications section below. If you wish to authorize your Agent(s) to make gifts to himself or herself, you must expressly grant such authorization in the Modifications section below. Granting such authority to your Agent(s) gives your Agent(s) the authority to take actions which could significantly reduce your property and/or change how your property is distributed at your death. Your choice to grant such authority should be discussed with a lawyer.

(_____) I grant my Agent(s) authority to make gifts in accordance with the terms and conditions of the Modifications that supplement this Power of Attorney.

MODIFICATIONS (OPTIONAL)

In this section, you may make additional provisions, including, but not limited to, language to limit or supplement authority granted to your Agent(s), language to grant your Agent(s) the specific authority to make gifts to himself or herself, and/or language to grant your Agent(s) the specific authority to make other gift transactions and/or changes to interests in your property. Your Agent(s) is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. In this section, you may make additional provisions if you ALSO wish your Agent(s) to be compensated from your assets for services rendered on your behalf, and you may define "reasonable compensation."

To grant your Agent(s) some or all of the additional provisions below, **initial** the line at each additional provision you grant.

(*Note that these additional provisions and modifications are **optional**.)*

(_____) (1) Effective Date of Power of Attorney. This Power of Attorney shall take effect upon: (Check **ONE** box only)

☐ The occasion of the signing of a written statement by the following person(s) certifying that the event specified below has occurred:

_____

The event which must occur for this Power of Attorney to take effect is:

_____

- OR -

☐ The occasion of the signing of a written statement by the following physician(s) certifying that I am suffering from diminished capacity that would preclude me from conducting my affairs in a competent manner:

_____

If the physician(s) named above is unable to act, such written statement shall be signed by my primary care physician, or by any other physician who has treated me within one year preceding the date of such signing, or by a licensed psychologist or psychiatrist.

(_____) (2) Gifting Powers: Annual Exclusion Gifts. I grant authority to my Agent(s) to make gifts to:

_____

not to exceed, for each donee, the annual federal gift tax exclusion amount pursuant to the Internal Revenue Code. For gifts to my children and more remote descendants, and parents, the maximum amount of the gift to each donee shall not exceed twice the gift tax exclusion amount, if my spouse agrees to split gift treatment pursuant to the Internal Revenue Code.

This authority must be exercised pursuant to my instructions, or otherwise for purposes which the Agent(s) reasonably deems to be in my best interest.

(_____) (3) Gifting Powers: Unlimited Gifting. My Agent(s) shall be authorized to make gifts of my property, up to the entirety thereof, to:

_____

without regard to equality or proportionality, provided that in the opinion of my Agent(s), such gifts would reduce income, estate, generation-skipping transfer or state inheritance taxes that would otherwise be attributable to me or my estate. This authority must be exercised pursuant to my instructions, or otherwise for purposes which the Agent(s) reasonably deems to be in my best interest.

(_____) (4) Gifting Powers: Limited Gifting. My Agent(s) shall be authorized to make gifts of my property, which in total shall not exceed:

_____

dollars over my lifetime, to:

_____

without regard to equality or proportionality, provided that in the opinion of my Agent(s), such gifts would reduce income, estate, generation-skipping transfer or state inheritance taxes which would otherwise be attributable to me or my estate. In calculating the total gifts made over my lifetime, gifts which qualify for the annual federal gift tax exclusion amount pursuant to the Internal Revenue Code shall be counted as part of such total. This authority must be exercised pursuant to my instructions, or otherwise for purposes which the Agent(s) reasonably deems to be in my best interest.

(_____) (5) Gifting Power: Power for Agent(s) to Make Gifts to Themselves. I grant specific authority for the following Agent(s) to make the following gifts to himself or herself:

_____

may make all of the gifts authorized above to himself, herself, or themselves. This authority must be exercised pursuant to my instructions, or otherwise for purposes which the Agent(s) reasonably deems to be in my best interest.

(_____) (6) Revocation of Prior General Powers of Attorney. I hereby revoke all prior general powers of attorney executed by me. However, I do not hereby revoke any powers of attorney I have previously executed for a limited or specific purpose, or powers of attorney I have executed as part of a contract for the management of any bank or brokerage account. If I desire to revoke any such prior limited or specific power of attorney, I will execute a revocation specifically referring to the power of attorney to be revoked.

(_____) (7) Real Estate Identified on Schedule "A." If I have authorized my Agent(s) to conduct real estate transactions, either by initialing line (A) or line (P) in the GRANT OF AUTHORITY section above, I intend for my Agent(s) to have the authority to conduct such real estate transactions solely with regard to the real property identified on the attached Schedule "A."

(_____) (8) Reasonable Compensation. If I have authorized my Agent(s) to be compensated for services rendered on my behalf, then the provisions of this paragraph will define what I consider to be reasonable compensation. My Agent(s) shall have the power to pay a reasonable fee from my property to my Agent(s) as compensation for services rendered under this Power of Attorney in the amount and manner as follows:

_____

(_____) (9) Power to Disclaim. My Agent(s) shall have the power to disclaim on my behalf some or all of any property passing to me as a result of the death of any other person (whether such property passes by Will, intestacy, trust agreement, beneficiary designation, operation of law, or otherwise), even if the effect of such disclaimer is that the disclaimed property will pass to my Agent(s) or the spouse or descendants of my Agent(s).

(_____) (10) Agent Not Taxed on My Income. Notwithstanding any provision herein to the contrary, any authority granted to my Agent(s) shall be limited so as to prevent this Power of Attorney from causing my Agent(s) to be taxed on my income (unless my Agent(s) is my spouse) and from causing my assets to be subject to a general power of appointment by my Agent(s), as that term is defined in Section 2041 of the Internal Revenue Code of 1986, as amended.

(_____) (11) No Power to Amend Revocable Trust. My Agent(s) shall have no power to alter, amend, revoke, modify or terminate any revocable trust that I have created during my lifetime.

DESIGNATION OF MONITOR(S)

If you wish to appoint monitor(s), initial and fill in the section below.

(_____) I wish to designate:

_____

_____

_____ , as Monitor(s)

Name(s) and Address(es) of Monitor(s)

Upon the request of the Monitor(s), my Agent(s) must provide the Monitor(s) with a copy of the Power of Attorney and a record of all transactions done or made on my behalf. Third parties holding records of such transactions shall provide the records to the Monitor(s) upon request.

COMPENSATION OF AGENT(S)

Your Agent(s) is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. If you ALSO wish your Agent(s) to be compensated from your assets for services rendered on your behalf, and/or you wish to define "reasonable compensation," you may do so above, under "Modifications."

(_____) My Agent(s) shall be entitled to reasonable compensation for services rendered.

ACCEPTANCE BY THIRD PARTIES

I agree to indemnify the third party for any claims that may arise against the third party because of reliance on this Power of Attorney. I understand that any termination of this Power of Attorney, whether the result of my revocation of the Power of Attorney or otherwise, is not effective as to a third party until the third party has actual notice or knowledge of the termination.

TERMINATION

This Power of Attorney continues until I revoke it or it is terminated by my death or other event described in section 5-1511 of the General Obligations Law.

Section 5-1511 of the General Obligations Law describes the manner in which you may revoke your Power of Attorney, and the events which terminate the Power of Attorney.

SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, I have hereunto signed my name on _____.

_____ _____

Principal's Signature Full Name of Principal

NOTARY ACKNOWLEDGMENT OF PRINCIPAL'S SIGNATURE:

STATE OF NEW YORK)

) ss.

COUNTY OF _____)

On the _____ day of _____ in the year 20_____, before me, the undersigned notary public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

_____ _____

Notary Public Signature Notary Printed Name

_____ _____

Title or Office My Commission Expires

SIGNATURES OF SUBSCRIBING WITNESSES:

By signing as a witness, I acknowledge that the Principal signed the Power of Attorney in my presence and in the presence of the other witness, or that the Principal acknowledged to me that the Principal's signature was affixed by him or her or at his or her direction. I also acknowledge that the Principal has stated that this Power of Attorney reflects his or her wishes and that he or she has signed it voluntarily. I am not named herein as an Agent or as a permissible recipient of gifts.

FIRST WITNESS	SECOND WITNESS
_____	_____
Print Name	Print Name
_____	_____
Address	Address
_____	_____
City & State	City & State
_____	_____
Signature of First Witness	Signature of Second Witness
_____	_____
Date	Date

IMPORTANT INFORMATION FOR THE AGENT(S)

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 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(s), Monitor(s), 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(s):

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.

AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT

It is not required that the Principal and the Agent(s) sign at the same time, nor that multiple Agents sign at the same time. (**Please use a separate copy of this Signature and Acknowledgement page for each Agent appointed above.**)

I, _____, have read the foregoing Power of Attorney. I am the person identified therein as Agent for the Principal named therein.

I acknowledge my legal responsibilities.

IN WITNESS WHEREOF, I have hereunto signed my name on _____.

_____ _____

Agent's Signature Full Name of Agent

NOTARY ACKNOWLEDGMENT OF AGENT'S SIGNATURE:

STATE OF NEW YORK)

) ss.

COUNTY OF _____)

On the _____ day of _____ in the year 20_____ before me, the undersigned notary public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

_____ _____

Notary Public Signature Notary Printed Name

_____ _____

Title or Office My Commission Expires

SUCCESSOR AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT

It is not required that the Principal and the Successor Agent(s), if any, sign at the same time, nor that multiple Successor Agents sign at the same time. Furthermore, Successor Agent(s) cannot use this Power of Attorney unless the Agent(s) designated above is/are unable or unwilling to serve. (**Please use a separate copy of this Signature and Acknowledgement page for each Successor Agent appointed above.**)

I, _____, have read the foregoing Power of Attorney. I am the person identified therein as Successor Agent for the Principal named therein.

IN WITNESS WHEREOF, I have hereunto signed my name on _____.

_____ _____

Successor Agent's Signature | Full Name of Successor Agent

NOTARY ACKNOWLEDGMENT OF SUCCESSOR AGENT'S SIGNATURE:

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On the _____ day of _____ in the year 20_____ before me, the undersigned notary public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

_____ _____

Notary Public Signature | Notary Printed Name

_____ _____

Title or Office | My Commission Expires

THIS DOCUMENT WAS PREPARED BY:

Full Name of Preparer

Address **City** **State** **Zip**

This space intentionally left blank

SCHEDULE A

REAL PROPERTY SPECIFICALLY COVERED BY THIS POWER OF ATTORNEY

Property included and/or excluded from this Power of Attorney:

_____

_____

_____

_____

_____

_____

_____

_____

_____