

General Durable Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS, that I *CLIENTNAME (the "Grantor") (Social Security Number: *SOCIALSEC#), residing at *CLIENT-ADDRESS, being of the age of majority under the laws of *STATENAME, and of sufficient capacity to conduct my business and financial affairs, in order to provide for management of Grantor's financial, legal and related, affairs in a more orderly fashion, hereby declare as follows:

1. **Coordination of Powers of Attorney.**

- a. **#Comment: In some instances it may be advisable to have separate powers of attorney for certain business matters (and personal matters. Whether or not a single or separate power is used, business planning and documents (shareholder agreements, operating agreements, partnership agreements, etc.) need to be coordinated with the provisions and agents in a power of attorney to address business matters.**
- b. **#Comment: If the grantor operates a solo professional practice professional ethics may require a separate practice power and that a prohibition be included in this general power limiting the agent hereunder from exercising authority over professional practice matters.**
- c. **#Comment: Statutory Forms. Consider the advisability of completing a statutory form which will be accepted. See Conn. Statutes Chapt. 7, §1-42 -- The Connecticut Statutory Short Form Power of Attorney Act, §1-42 to 1-56 of the general statutes; NY General Obligations Law ("GOL") Article 5, §5-1501, etc. CAUTION: The Connecticut form requires a strike out and initial of powers NOT to apply. The New York form requires an initial of the provisions which WILL apply. Consider having the client execute an acknowledgement confirming his/her understanding of the statutory form to confirm that the document was signed with understanding and not merely as "a standard form".**

2. **Appointment of Agent.**

- a. **#Single Agent to Act.** #Grantor hereby makes, constitutes, and appoints ("Grant") *AGENT1-NAME residing at *AGENT-1ADDRESS, as Grantor's true and lawful Attorney-in-Fact and agent (the "Agent") for Grantor and in Grantor's name, place, and stead and for Grantor's benefit, or any alternate appointed in accordance with the provisions of this Power of Attorney (the "Agent").
- b. **#Two Agents, Each To Act Independently.**
 - i. **#Comment: Under Conn. General Statutes §1-43(c) if more than one agent is designated they shall act jointly unless the power of attorney expressly provides otherwise.**

- ii. #Grantor hereby makes, constitutes, and appoints ("Grant") *AGENT1-NAME residing at *AGENT-1ADDRESS, and *AGENT2-NAME, residing at *AGENT-2ADDRESS, as Grantor's true and lawful Attorney-in-Fact and agent, each with full authority to act independently and individually with no requirement for joint action (the "Agent") for Grantor and in Grantor's name, place, and stead and for Grantor's benefit, or any alternate appointed in accordance with the provisions of this Power of Attorney (the "Agent").
 - c. #Two Agents Required To Act Jointly. #Grantor hereby makes, constitutes, and appoints ("Grant") *AGENT1-NAME residing at *AGENT-1ADDRESS, and *AGENT2-NAME, residing at *AGENT-2ADDRESS, as Grantor's true and lawful Attorney-in-Fact and agent, to act jointly on every act herein, but not to act individually or independently (the "Agent") for Grantor and in Grantor's name, place, and stead and for Grantor's benefit, or any alternate appointed in accordance with the provisions of this Power of Attorney (the "Agent").
- 3. **Alternate Agent.**
 - a. If *AGENT1-NAME is unwilling or unable to act as Agent, Grantor appoints the first person able and willing to serve from the following list, as Grantor's Agent (the "Alternate Agent"):
 - i. *AGENT2-NAME, who resides at *AGENT-2ADDRESS.
 - ii. *AGENT3-NAME, who resides at *AGENT-3ADDRESS.
 - iii. *AGENT4-NAME, who resides at *AGENT-4ADDRESS.
 - b. Such person shall serve as Grantor's Agent. The timing of the appointment of the Alternate Agent shall be governed by the provision below, "Effective Date." Any rights or powers granted to the Agent are granted to the Alternate Agent, unless specifically provided to the contrary.
- 4. **Appointment of Monitor.**
 - a. Grantor hereby makes, constitutes, and appoints ("Grant") *MONITOR1-NAME residing at *MONITOR1ADDRESS, as Grantor's true and lawful monitor (the "Monitor"). If *MONITOR1-NAME is unable or unwilling to serve, then *MONITOR2-NAME residing at *MONITOR2ADDRESS, shall serve as Grantor's true and lawful monitor.
 - b. No Monitor shall be required to execute this Power of Attorney.
 - c. The Monitor may exert the limited review and reporting provisions herein over Grantor's Agent.
 - d. No Third (3rd) Party shall be obligated to, or may require, the signature or corroboration of Monitor in order to accept Agent's authority hereunder.
 - e. The Monitor is permitted but not required to act hereunder and shall not be held liable for any good faith efforts, or any reasonable decision not to act. In no event shall any Monitor be held liable for any actions that do not arise to the level of gross negligence or intentional misconduct.
 - f. The Monitor shall have the authority to request from the Agent any of the

following, and the Agent shall provide copies of same to the Monitor within a reasonable time period of any such written request, but in no event later than Sixty (60) days of such request, a photocopy of any each of the following:

- i. This Power of Attorney, Acceptance and Acknowledgement executed by any agent, Agent Affidavit as to Power of Attorney Continuing In Force.
 - ii. Any court or other legal documents relating to this Power of Attorney, including but not limited any direction by a court to a third party to accept this Power of Attorney, or relating to the succession of agents hereunder.
 - iii. Gift tax return reflecting gifts made by the Agent.
 - iv. Checks or other disbursement documentation, receipts or deposits made by agent and general books and records reflecting the Agent's activities.
 - v. Contracts or agreements executed by Agent on behalf of Grantor.
- g. Agent's failure to respond and provide documents as provided for above, shall constitute grounds for a court to dismiss Agent hereunder and to hold Agent responsible for, any further damages caused by such failure.
- h. #Monitor shall have unfettered authority in monitor's sole discretion to disclose or discuss, or choose not to disclose or discuss, any of the above documents, or provide copies of same, to any person included in the definition of Permissible Donee in the Gift Rider attached hereto, to any successor Agent named herein, or to any of Grantor's professional advisers. Monitor shall expressly be held harmless for any such disclosure or discussion, or refusal to disclose or discuss.
5. **#Gift Rider.** #A separate "Gift Rider" is attached to this General Durable Power of attorney. In the event of any conflict between the provisions therein, and the provisions in this General Durable Power of Attorney as to gifts, the provisions of said Gift Rider shall control.
6. **Direction to Agent to Support Grantor #and Named Persons #Pets.**
- a. The Agent is hereby authorized and directed to perform all acts reasonable and necessary to maintain Grantor's customary standard of living: to provide living quarters by purchase, lease, or other arrangement, or by payment of the operating costs of Grantor's existing living quarters, including interest, amortization payments, repairs, taxes, and so forth; to provide for the retention and payment of reasonably necessary domestic help for the maintenance and operation of Grantor's household; to finance or arrange for the purchase of other necessities, including but not limited to clothing, transportation, entertainment, and incidentals; and to provide medical care.
 - b. #The Agent is further authorized and directed to provide for the health, education, support, and maintenance of #Grantor's spouse, and #Grantor's #children #(whether or not such children are minors or dependents, and even if above the age of majority), in accordance with an ascertainable standard as

defined in Code Section 2041 and the Regulations thereunder. Grantor recognizes that such transfers to or for the benefit of persons other than Grantor may constitute gifts and authorizes that such transfers be permitted and that such transfers not be restricted by the provisions below under the caption "Gifts". In the event that such transfers are deemed to constitute gifts under applicable State law, then the "Gift Rider" below shall govern to such extent to authorize such transfers.

- c. Notwithstanding anything in this provision to the contrary, no Agent may exercise any power granted in this provision, or elsewhere in this Power of Attorney, in a manner that would cause any of Grantor's assets or estate to be taxable in the estate of any Agent. The foregoing sentence shall serve as an affirmative restriction and limitation on the right of any Agent acting hereunder. However, this restriction shall not limit the power specifically granted below to make gifts under the provision "Gifts".
 - d. **#Comment: Add provision and details concerning support of any pets.#**
7. **Powers of Agent.** The Agent is hereby granted all the powers and rights necessary to effect Grantor's wishes, including, in addition to any power authorized by the laws of *STATENAME for an agent, the following:
- a. **#Appointment of Additional Agents.** Appoint, in a written and notarized document, a substitute, or Alternate Agent, to have all powers and authority of the Agent, or only such powers and authority as are specifically delegated by the Agent.
 - b. **General Financial Matters.**
 - i. Request, ask, demand, sue for, recover, sell, buy, collect, forgive, receive, and hold money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stocks, bonds, certificates of deposit, annuities, pension and retirement benefits, insurance proceeds, any and all documents of title, chooses in action, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated or un-liquidated, as now are or may become owned by, or due, owing, payable, or belonging to Grantor, or in which Grantor has or may hereafter acquire interest.
 - ii. Agent may use and take all lawful means and equitable and legal remedies, procedures, and writs in Grantor's name for the collection and recovery of the above; and may adjust, sell, compromise, and agree for the same; and to make, execute, and deliver for Grantor, on Grantor's behalf and in Grantor's name, all endorsements, acceptances, releases, receipts, or other sufficient discharges for the same.
 - c. **Business.**
 - i. Conduct, engage in and transact any lawful business of any nature on Grantor's behalf and in Grantor's name. Maintain, improve, invest, manage, insure, lease, or encumber, and in any manner deal with any

- real, personal, tangible, or intangible property, or any interest in them, that Grantor now owns or may acquire (or that an Agent hereunder may acquire), in Grantor's name and for Grantor's benefit, upon such terms and conditions as Agent shall deem proper.
- ii. Conduct or participate in any business of any nature for Grantor and in Grantor's name; execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate, or dissolve any business; elect or employ officers, directors, and agents. Carry out the provisions of any agreement for the sale of any business interest or the stock therein; and exercise voting rights with respect to stock, either in person or by proxy; and exercise stock options.
- d. #Professional Practice.
- i. **#Comment: Consider naming a specific licensed agent and successors.#** This provision shall only apply to an Agent who is an appropriate licensed professional. No other person who is not appropriately licensed in the profession of #PROFESSIONTYPE shall exercise the powers hereunder. Any other agent appointed hereunder may act with respect to matters external to the practice (hiring an appropriately licensed professional, practice real estate matters, loaning funds to the practice, etc.), but not as to internal matters (any matter that may be subject to the purview of rules and regulations of the profession).
 - ii. To conduct all matters related to or associated with Grantor's professional practice, and act as if Grantor were personally present and to the extent that Grantor is permitted by law to act under such professional license. This power shall include, but shall not be limited to, the following: Access to Grantor's office, replacement as signatory on all business accounts, open mail, access files, and transfer files, to the extent not inconsistent with any laws or documents governing entities owning portions of said business. Agent shall have the power to deal with all issues regarding any financial billing issues, including payment and/or collection of any outstanding bills. Agent shall notify all professional organizations with which Grantor is affiliated and shall inform them of Grantor's inability to act. Agent shall have the power to take all reasonable necessary steps to comply with Grantor's professional practice standards and licensing standards.
 - iii. Grantor specifically grants to the agent authority to vote on behalf of Grantor's interest in entities comprising of said business to the extent permitted under the entity documents.
- e. Authority to Sign Additional Powers of Attorney As An Administrative Convenience.
- i. Execute, on behalf of Grantor solely during Grantor's disability,

additional powers of attorney on pre-printed forms provided by a recognized legal publisher, financial institution or brokerage firm, solely for the purpose of making the performance of Agent's functions hereunder more convenient.

- ii. This authority is expressly conditioned on any such form power of attorney not providing any right or power to Agent which is not granted herein, or extending the period during which Agent may act.
- f. Social Security and Government Benefits.
- i. The Agent may apply to any governmental agency for any benefit or government obligation to which Grantor may be entitled, including but not limited to Social Security, Medicare, Medicaid, Veterans benefits if applicable.
 - ii. The Agent may endorse any drafts or checks made payable to Grantor from any such agency and to serve as a representative payee for Social Security or other governmental payments. The Agent is expressly authorized to execute vouchers on Grantor's behalf for reimbursements properly payable to Grantor by the United States government or any agency thereof or any state agency. The Agent is expressly authorized to change Grantor's address for the purpose of receiving checks, mail, or other matters from the Social Security Administration or any other governmental agency.
- g. Contract, Real Estate, and Other Matters.
- i. The Agent may exercise or perform any act, power, duty, right, or obligation that Grantor now has, or may acquire, including the legal right, power, or capacity to exercise or perform in connection with, arising from, or relating to any person or property, real or personal, tangible or intangible, or matter whatsoever.
 - ii. This includes, without limiting the foregoing, the right to execute a deed or security agreement; to release a security agreement; to enter into a lease, option, mortgage or similar arrangement; to enter into a contract of sale and to sell or purchase any real, personal, tangible, or intangible property on Grantor's behalf.
 - iii. **#Comment: Consider listing specific properties which the agent may sell or act upon. In addition, consider listing any property which you do not want the agent to sell or act upon.#** The aforementioned powers shall apply, by way of example and not limitation, to the #property #properties located at *CLIENT-ADDRESS #and *OTHERPROPERTY.
- h. #1031 Like Kind Exchange.
- i. #Exchange real or other qualifying property for other qualifying property or properties of like kind pursuant to and in accordance with Section 1031 of the Internal Revenue Code, and the Treasury regulations promulgated thereunder in order to make a qualified tax deferred exchange of the relinquished property.

- ii. Any such exchange may be a two party, multi-party, or deferred exchange and may involve an intermediary. The Agent is also authorized to directly or through a retained attorney, accountant or other expert, complete all reporting requirements, including the filing of any forms and tax elections required.
- i. Securities and Investments.
 - i. Make, receive, sign, endorse, acknowledge, deliver, and possess documents of title, bonds, debentures, checks, drafts, stocks, proxies, or warrants, relating to accounts or deposits, or certificates of deposit, other debts and obligations, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.
 - ii. Sell, or purchase any and all shares of stocks, bonds, or other securities now or later belonging to Grantor that may be issued by any association, trust, or corporation, whether private or public; and make, execute, and deliver any assignment, or assignments, of any such shares of stocks, bonds, or other securities.
- j. Motor Vehicles. Apply for any certificate of title, ownership, or license; endorse and transfer title regarding any automobile, motorcycle, or other motor vehicle or boat.
- k. Legal Actions.
 - i. **#Comment: Connecticut General Statutes §1-51 "Claims and Litigation" provides for a broad power for the agent to address these matters, including claims existing at the time the power is executed, and claims arising outside Connecticut.#**
 - ii. Settle, adjust, compromise, or submit to arbitration any accounts, claims, debts, demands, disputes, or other matters between Grantor and any other person or entity, or which concern any property, right, title, interest, or estate. Begin, prosecute, enforce, abandon, defend, or settle all claims or judicial or administrative proceedings.
 - iii. #Execute and file documents to toll any statute of limitations. Grantor recognizes that the inclusion of the latter phrase may serve to prevent the tolling of a statute of limitations or other deadline which would otherwise be tolled pending Grantor's disability.
- l. #Retirement, IRA and Other Benefit Plans and Beneficiary Designations.
 - i. **#Comment: Changes to beneficiary designations that effect significant estate and related changes are addressed in the Gift Rider, see Exhibit below. The provisions here, while potentially powerful, don't address all of the issues addressed in the Gift Rider.**
 - ii. #Redeem, borrow, pledge, or surrender, interests in a plan.
 - iii. #Change elections and provisions affecting the beneficiary of any retirement, benefit, pension plan or other plan or account having a beneficiary designation form, but not materially changing the relative

interests of any beneficiaries without that beneficiaries written consent, such other changes, if permitted, being addressed in the Gift Rider attached.

- iv. #This power may be exercised by any agent who is a beneficiary (or spouse of a beneficiary), #but #not in a manner which disproportionately (as compared to the consequences of the beneficiary designation existing prior to the agent instituting such change) benefits such agent (or the spouse of such agent), unless such changes are separately authorized in the Gift Rider.
 - v. #Designate to the extent Grantor could one or more persons (including trusts) as designated beneficiaries of any such plan, but not in a manner that materially changes the interests of any beneficiary without that beneficiary's written consent, unless such changes are separately authorized in the Gift Rider.
 - vi. #Select any pay-out rate or election permitted to Grantor.
 - vii. In the event that any of the above actions are deemed to constitute gifts under applicable State law, then the "Gift Rider" below shall govern to such extent to authorize such transfers.
- m. Employment of Accountants, Advisers, and Others. Employ and compensate investment advisers, banks, accountants, expert witness, attorneys, real estate and other brokers, and other professionals or assistants to same, whom the Agent reasonably deems necessary. To cause such persons to prepare reports or analysis, and to act in reasonable reliance upon same, and to furnish any third party Agent believes necessary or appropriate such reports or analysis. There shall be no restriction on the Agent hiring or not hiring the advisers which grantor used.
- n. Safe Deposit Box.
- i. Have access at any time or times to any safe deposit box rented by Grantor, or for which Grantor is a co-tenant, remove all or any part of the contents thereof, and surrender or relinquish any safe deposit box.
 - ii. No institution in which any safe deposit box may be located shall incur any liability to Grantor or Grantor's estate as a result of permitting the Agent to exercise the powers herein granted.
- o. Disclaimers.
- i. The Agent may execute a qualified disclaimer without court approval under State law, and/or under Code Section 2518. A disclaimer may be exercised as to part or all of any asset, interest, gift, or transfer of any kind or nature that may pass to Grantor under any instrument or transaction.
 - ii. The Agent may execute any documents necessary to waive any portion or all of any survivor annuity payments under Code Section 417.
 - iii. Grantor understands that the Agent's actions under this provision may reduce the assets to be distributed under Grantor's estate

planning documents and may reduce the assets available to me.

- p. Transfer of Property To a Revocable Trust.
- i. **#Comment: Given the many risks and issues which a durable power of attorney can raise, give careful consideration to using a funded revocable living trust in lieu of relying primarily on the power of attorney. The revocable trust approach can build in safeguards, co-fiduciaries, institutional independence, avoid the risks of banks refusing to accept a durable power, etc.**
 - ii. With respect to a revocable living trust for the benefit of Grantor:
 1. Convey, transfer or assign any cash, real estate or other tangible or intangible property in which Grantor shall own any interest to the trustee or trustees of any trust that Grantor may have created during Grantor's lifetime, provided that such trust is subject to Grantor's power of revocation.
#Grantor Authorizes the Agent hereunder to exercise the power to revoke such living trust.
 2. The Agent may direct the trustee of any such revocable living trust to distribute amounts to the Grantor in any taxable year not in excess of the amounts authorized in the Gift Rider to be transferred as gifts in such calendar year, and which will, in fact, so be transferred by Agent as gifts under the provisions in the Gift Rider.
 - iii. **#Comment: The right to form a trust, in contrast to funding an existing trust is very broad. Further, there can be no assurance that a court or the IRS will recognize this power.**
 - iv. Form a revocable living trust, in the event of Grantor's disability, under the following terms and conditions:
 1. Grantor shall be the sole beneficiary of such trust during Grantor's lifetime.
 2. Distributions shall be made from the trust for Grantor's care and comfort without any limitation whatsoever and in a manner which provides for Grantor without concern for any remainder beneficiaries of said trust.
 3. The co-trustees of such trust shall be the first two persons named and appointed above as Agent or Alternate Agent under this Durable Power of Attorney. If there is only one such Agent able and willing to act then such Agent shall select any individual or an institutional co-trustee to serve with such Agent. #No person who has previously divorced or legally separated from Grantor shall serve as such a co-trustee.
 - v. #In the event that such transfers are deemed to constitute gifts under applicable State law, then the "Gift Rider" below shall govern to such extent to authorize such transfers.

- q. #Charitable Remainder Trust ("CRT") or Gift Annuities.
- i. **Comment: Only use only following ¶ in the circumstances if client wishes, consider details in the Gift Rider if beneficiaries other than the Grantor will be named. Since for a CRT to qualify for tax purposes the charitable beneficiary must receive not less than a 10% interest, and since most gift annuities contemplate a 50% donation of the principal to charity, these may all have to be addressed separately in the Gift Rider. They are noted here because in their minimum format many people view them as investment decisions, not gift decisions. However, in light of that considerable restrictions are placed on the Agent's powers herein.**
 - ii. Fund transfers of assets ##of up to ## Dollars (\$##) to a Charitable Remainder Trust ("CRT") or charitable gift annuity for which the periodic annuity payments shall benefit *CLIENTNAME, but no other beneficiary, with charitable remainder beneficiaries including only charities to which Grantor has a history of charitable gifts.
 - iii. In the case of a CRT the aggregate interests of the remainder charitable beneficiaries at initial funding shall not exceed the minimum required to comply with applicable federal tax law.
 - iv. In the event that such transfers are deemed to constitute gifts under applicable State law, then the "Gift Rider" below shall govern to such extent to authorize such transfers.
- r. Postal Matters.
- i. To execute any documents necessary or appropriate to securing a postal box, changing or correcting a postal mailing address, and making payments for same. By way of example and not limitation, this power shall expressly include the right to re-direct mail from any former residence or post-office box to a new address or post-office box which the Agent reasonably believes will facilitate the management of Grantor's assets, tax, legal and other matters.
 - ii. Any third party, including but not limited to the United States government and any agency thereof, are directed to adhere to such requests of the Agent and are indemnified and held harmless for same.
- s. Bond.
- i. No bond or security of any kind shall be required in any jurisdiction of any Agent acting hereunder.
 - ii. If any bond is required by law, statute or rule of court, no sureties shall be required thereon. However, if any Agent deems it appropriate in such Agent's discretion to obtain a bond, such bond may be paid pursuant to the powers granted hereunder.
- t. Insurance.

- i. Make, receive, sign, endorse, acknowledge, deliver, and possess insurance policies.
- ii. Execute any forms to change ownership or beneficiaries of any life insurance policy on Grantor's life, but not in a manner that materially changes the interests of any beneficiary without that beneficiary's written consent, unless such changes are separately authorized in the Gift Rider.
- iii. # In the event that such transfers are deemed to constitute gifts under applicable State law, then the "Gift Rider" below shall govern to such extent to authorize such transfers.
- iv. **#Comment: The rights to affect insurance will not affect insurance held in trusts as only trustees can take action in that regard.**

8. **Additional Powers of Agent.**

- a. i. **#Comment: #Consider whether express limitations on "additional powers" (or any enumerated powers above) should be addressed. Should the authority to change beneficiary designations prohibit the agent from making changes which disproportionately favor that agent or that agent's spouse and children?**
- b. In addition to, and not by way of limitation upon, any other powers conferred upon Grantor's Agent herein, Grantor grants to the Agent full power and authority to do, take, and perform each and every act and thing which is reasonably required, proper, or necessary to be done in the exercise of any of the rights and powers herein granted, or available under law to an Attorney-in-Fact, as fully to all intents and purposes as Grantor might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said Agent shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted.
- c. It is Grantor's intent that, unless expressly provided to the contrary herein, the Agent and Alternate Agent be granted all powers necessary to act as Grantor's alter ego.

9. **Powers Relating To Tax Matters.**

- a. In addition to, and not by way of limitation upon, any other powers conferred upon Grantor's Agent herein, Grantor grants to the Agent full power and authority to do, take, and perform each and every act and thing which is reasonably required, proper, or necessary to be done in connection with the following:
- b. Receiving and depositing to any of Grantor's bank or brokerage accounts any refund checks with respect to any tax filing. Preparing, signing, and filing #joint or separate income tax returns, declarations, or estimated tax for any year or years, as provided in Treasury Regulation Section 1.6012-1(a)(5) and Treasury Regulation Section 25.6019-1(d), or otherwise.
- c. Prepare, sign, and file #joint or separate gift, or other tax returns, declarations, or estimated tax for any year or years, including by way of example, those with respect to gifts made by Grantor, or by Grantor's Agent on Grantor's behalf, for any year or years; consent to any gift and to utilize any gift-splitting provision or other tax election.
- d. Dealing with the Internal Revenue Service and any federal, state, local, and foreign

tax authority concerning any gift, estate, inheritance, income, or other tax, and any audit or investigation of same. Prepare, sign and file any claim for refund of any tax; execute any extension or waiver of tax.

- e. To execute and file petitions with the United States Tax Court, to execute waivers of restrictions on assessment or collection of tax deficiencies, to execute a tax protest, to execute consents to the extension of the period for assessment or collection of tax, to enter into a closing agreement, to substitute another person to act as Agent with respect to tax matters, and to perform all other acts necessary and related to these acts.
- f. The powers granted hereunder shall include, by way of example and not limitation, the power to do all acts that could be authorized by Grantor having properly executed a Form 2848, "Power of Attorney and Declaration of Representative," granting the broadest powers provided therein to the Agent, the power to represent Grantor in any federal, state, local, or foreign tax matter, to perform all acts that Grantor could perform relating thereto.
- g. Prepare and file Form 56, "Notice Concerning Fiduciary Relationship", or any similar form, for purposes of directing tax and other correspondence, notices and information to a new address which the Agent deems appropriate. I expressly state that it is Grantor's intent that the Agent acting under this Power of Attorney shall be deemed a "fiduciary" for the purposes of the filing of Form 56, or any similar form.

10. **Compensation of Agent.**

- a. #No Agent or Alternate Agent hereunder shall be entitled to any compensation for the services rendered. #However, I suggest but do not require that any Agent use reasonable discretion to retain professionals to assist in performing the work and services hereunder, at Grantor's expense, to avoid overburdening any particular Agent.
 - i. **#Comment: Many people state that agents who are often family or close friends should not need compensation. In the event of a long term or permanent disability, or a chronic illness, the Agent could operate under the power for decades and precluding compensation would be unfair to the Agent and likely result in less attention for the Grantor.**
 - ii. **#Comment: New Jersey Law permits Courts to award compensation if the agreement is silent, If you have specific wishes they should be documented. Not addressing the compensation matter will leave the issue open for a Court to address.**
- b. #Any Agent or Alternate Agent hereunder shall be entitled to reasonable compensation for the services rendered. A bill estimating the hours spent, services performed and charges paid, shall be provided to any joint Agent acting hereunder with such Agent, if any, or if not to the next succeeding Agent named herein.
- c. #The following Agent and Alternate Agent(s) shall be entitled to compensation based on their regular hourly charges as existing at the time services are rendered. A bill detailing the hours spent, services performed and charges paid, shall be provided to any joint Agent acting hereunder with such Agent, if any, or if not to the next succeeding Agent named herein. In the case of the last successor Agent named

herein, to any person (other than such Agent or such Agent's spouse) to whom a gift could be made pursuant to the gift power herein.

11. **Disability of Grantor.**

- a. This Power of Attorney shall not be affected by Grantor's subsequent disability as principal.
- b. Grantor does hereby so provide, it being Grantor's intention that all powers conferred upon the Agent herein shall remain at all times in full force and effect, notwithstanding Grantor's subsequent incapacity, disability, or any uncertainty with regard thereto.

12. **Third Party Reliance.**

- a. Third parties are directed to rely upon the reasonable representations of the Agent, if they have no reasonable cause not to do so. Third parties shall rely on the Agent for all matters relating to any power granted to the Agent, and no person who may act in reliance upon the representations of the Agent or the authority granted to the Agent shall incur any liability to the Grantor or Grantor's estate as a result of permitting the Agent to exercise such power.
- b. Any third party may rely on a duly executed counterpart of this instrument, or a copy thereof, as fully and completely as if such third party had received the original of this instrument. Any third party may rely on the authority of any Alternate Agent when such Alternate Agent presents an original executed copy of this Power of Attorney. Such third party need not request proof, other than an affidavit of the Alternate Agent, under oath, that any prior named Agent is unable or unwilling to serve in such capacity.

13. **Approval and Indemnification of Agent.**

- a. Grantor hereby approves and confirms all acts performed by Grantor's Agent on Grantor's behalf. Grantor hereby confirms all that the Agent shall do or cause to be done, by virtue of this Power of Attorney.
- b. The Grantor hereby agrees to indemnify and hold harmless the Agent for any actions taken, or not taken, by the Agent, when the Agent acted in good faith and was not guilty of fraud, gross negligence, or willful misconduct, only for matters in this document.

14. **Waiver of Conflicts for Agent and Successor Agent.** No Agent or successor Agent shall be disqualified from acting in such capacity as a result of having an interest in any assets, business, investment or endeavor in which Grantor also has an interest, and over which Agent may have authority to act, and may act upon, hereunder.

15. **Waiver of Attorney Client Privilege.**

- i. **#Comment: Carefully consider if any exceptions should be made to the waiver of conflicts below. Another approach might be to have another Agent or successor Agent act with respect to a business, for example, in which the Agent holds an interest. Alternatively, the interested Agent could be permitted to act but could be required to give notice of the actions to a successor agent and/or at least one person (or more than one) who could be a beneficiary of the Gift provisions in this Power (presuming that such persons are objects of your largess).**

- ii. **#Comment: Consider whether you are willing to waive the attorney client privilege. If not, there may be an issue with your attorney disclosing information to your agent which may become essential for your agent to have to act to protect your interests under this Power.**
- b. By executing this Power of Attorney the Grantor agrees and acknowledges that Grantor hereby waives the attorney client privilege with the law firm who prepared this document, it solely for the purposes of permitting said attorneys and firm, or its employee attorneys and any successor firm (collectively, "Attorney") to communicate with the Agent and Successor Agents hereunder, including disclosing Grantor's confidential information to them, and providing Grantor's confidential documents to them with respect to their carrying out their duties hereunder. Attorney shall have the right, but no obligation under any circumstance, to act hereunder (including but not limited to distributing any copy or original of this Power of Attorney).
- c. Attorney shall be held harmless for any good faith action, or refusal to act, hereunder.

16. **HIPAA Provisions.**

- a. The Grantor expressly authorizes any Agent or successor to request, obtain, receive, and inspect any and all information including private health information ("PHI") that encompasses solely Grantor's medical bills and related information ("Bills"), and to sign whatever authorizations for release of any Bills which may be required by Grantor's Agent or any third party providers or others, and to waive any rights Grantor may have for breach of confidentiality for the release of such information to the Agent or successor Agent.
- b. Agent is expressly authorized to have access to Grantor's PHI but only to the minimum extent necessary to determine the accuracy and correctness of any medical bill and reasonably handle financial matters pertaining to same.
- c. In no event shall the provisions herein give the Agent or successor Agent hereunder any powers to make medical or health care decisions for me. These rights and powers are granted solely with respect to the implementation and conducting of the rights and powers granted herein, including by way of example and not limitation, reviewing and paying bills.
- d. The Agent and Successor Agent shall be treated as Grantor would with regard to the use and dissemination of Grantor's Bills. This authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC 130d and 45 CFR 160-164. Grantor specifically authorizes any physician, dentist, health care professional, medical provider, health plan, hospital, clinic, laboratory, pharmacy or other covered health care provider, any insurance company and the Medical Information Bureau Inc., or any other health care organization that has provided treatment or services to Grantor, or that has paid for or is seeking payment from Grantor for such services to give, disclose and release to the Grantor's Agent and successor Agent all of Grantor's Bills.. The authority given to Grantor's Agent and successor Agents has no expiration date and shall expire only in the event that Grantor revokes the authority in writing and delivers it to Grantor's

health care provider.

- i. **#Comment: It is not clear that a financial agent can qualify as a HIPAA Representative to receive medical information. If the Agents have not signed the Power it is not clear that they could be obligated to this provision. If the grantor has a chronic illness, or if this provision is for other reasons of concern, it should be addressed in greater detail and consideration should be given to instead establishing a funded revocable living trust.**

17. **Cooperation With Health Care Agent.** If Grantor has executed a separate Living Will, Health Care Proxy, or Durable Power of Attorney For Medical Decisions, or a similar form or document appointing any person or entity to serve as Grantor's health care agent, Grantor requests that Grantor's Agent appointed herein cooperate with such health care agent and keep such health care agent reasonably advised of any financial matters relating to Grantor's health care. To the extent possible, Agent should abide by such health care agent's decisions and actions concerning Grantor's health care and the matters covered in such documents named above, and should assist in providing financial resources reasonable and necessary to implement such decisions.

- i. **#Comment: The Connecticut Short Form Power of Attorney includes in ¶ (L) the right for the agent to address "health care decisions". This may not be advisable to include since it may conflict with other state laws which prohibit granting medical and financial powers in one document. Considering the substantial differences in health care and financial objectives it may be best to cross-out and initial this provision in the Connecticut statutory form. See Conn. General Statutes §1-54a.**

18. **Effective Date.**

a. **#Comments:**

- i. **#Comment: Carefully evaluate the pros and cons of an immediate versus a springing power that only comes into effect on your disability. A springing power can provide a hurdle that prevents its use before it is necessary or intended, but that same barrier can be an impediment to an agent endeavoring to use your power to assist in an emergency.**
- ii. **#Comment: Connecticut permits a springing power. Conn. General Statutes §1-56h. The power of attorney may take effect upon the occurrence of a specified contingency, including a date certain or the occurrence of an event, provided that the instrument requires that a person named in the instrument execute a written affidavit that such contingency has occurred. The Connecticut probate court has jurisdiction to resolve any disputes concerning the springing of a power. Conn. General Statutes §1-56k.**
- iii. **#Comment: New York GOL §5-1506 provides for springing powers which take effect at a specified future time. The power will not take effect until the person named, i.e., the Agent, executes a written declaration specifying that the contingency has occurred.**

b. The Grant to the Agent #(not the Alternate Agents) shall take effect on the date

hereof.

- c. #The Grant to an Alternate Agent shall take effect only in the event when #both of the following conditions are satisfied:
 - i. #The prior named Agent or Alternate Agent is unwilling or unable to act. It shall be deemed conclusive proof that the Grant to the Agent or any Alternate Agent is terminated as a result of such Agent being unable or unwilling to act upon a sworn statement(s) being executed by any Two (2) physicians, board certified and licensed to practice medicine. Any Agent acting hereunder expressly authorizes any physician attending to such Agent, and any medical facility in which such Agent is then present or residing if any, to make any disclosures to the Grantor Agent, Successor Agent, or any other person designated by the Agent or Successor Agent, to facilitate such determination. This power is expressly meant to meet the requirements of HIPAA and expressly authorizes the release of any medical information, including but not limited to private health information ("PHI") to not only medical providers, but to any Agent or successor Agent hereunder for any purpose reasonably required hereunder.
 - ii. #The Grantor is disabled. Disability shall occur when Grantor is unable to manage Grantor's affairs and property effectively, for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, kidnapping, detention by a foreign power or disappearance, or for any other reason allowable by statute or law. In addition to any other method acceptable to any third party relying upon the effectiveness of the Grant to the Alternate Agent, or any method allowed by law, it shall be deemed conclusive proof that the Grant to the Alternate Agent is effective upon a sworn statement(s) being executed by any Two (2) physicians, board certified and licensed to practice medicine, or other appropriate methods. Grantor expressly authorizes any attending physician and any medical facility in which Grantor is then present or residing to make any disclosures to the Agent, Successor Agent, or any other person designated by the Agent or Successor Agent, to facilitate such determination. This power is expressly meant to meet the requirements of HIPAA and expressly authorizes the release of any medical information, including but not limited to private health information ("PHI").
 - iii. A sworn statement by an officer of either the police or sheriff's department having jurisdiction which includes Grantor's residence that a "missing person" report has been filed indicating that Grantor is missing or unexplainedly absent, and a similar sworn statement from a relative or friend, that Grantor is missing or unexplainedly absent from Grantor's residence and other homes for Thirty (30) days, when appended hereto, shall be sufficient to cause this Power of Attorney to become effective.
 - iv. #This Power of Attorney shall become effective upon the occurrence of the following event: *#OTHERCONTINGENCY and the #Agent #Alternate Agent executing an Affidavit confirming that such contingency has occurred.

- v. #The Alternate Agent shall execute an Affidavit in the form attached hereto confirming that the contingency above has occurred and that the Grant to such Alternate Agent has become effective.#

19. **Termination of Grant To Agent.**

- a. **#Comment: In limited circumstances you may wish to include a termination date on the grant of the power.**
- b. **#Termination Date.** Notwithstanding anything herein to the contrary, this Power of Attorney shall terminate #Five (5) #Ten (10) #Twenty (20) years from the date hereof. However, if Grantor is disabled at such date, this Power of Attorney shall continue in force until affirmatively terminated by an act of Grantor following Grantor's recovery from such disability.
 - i. **#Comment: Including a provision providing that the power should be invalid as of a specified date can raise a host of issues if you become disabled and cannot sign a new power. This should therefore only be used in special circumstances.**
- c. **#Termination by Divorce or Separation.** If Grantor is married to any person appointed herein as Agent or Alternate Agent at the date of the execution of this Power of Attorney, or thereafter, then any rights which such person shall have under this Power of Attorney shall terminate upon the termination of Grantor's marriage through divorce, or upon the execution of a separation agreement.
 - i. **#Comment: Including a provision providing that the power should be invalid as a grant to a spouse in the event of divorce may appear advisable as a precaution, however, it creates another hurdle for a spouse who is agent to act. More significantly, the risk is in the event of the marriage disintegrating prior to a formal divorce. In such instance, divorce has not occurred but the motivation for abuse perhaps is greatest.**
- d. **Revocation of This Power of Attorney by Grantor.** In addition to any other method permitted by law, Grantor may revoke this Power of Attorney by destroying all executed copies of this Power of Attorney, or revoke the power granted to any one or more of the Agent or Alternate Agent(s) by giving written notice to such Agent or Alternate Agent via certified mail return receipt requested, overnight courier, or hand delivery, at the address set forth herein for such Agent or Alternate Agent, unless Grantor has knowledge that such Agent or Alternate Agent has a different address. #This Power of Attorney is not coupled with an interest and there is no agreement between Grantor and the Agent or Alternate Agent(s) limiting or restricting in any manner Grantor's right to revoke this Power of Attorney.
- e. **Termination by Disability or Death of Agent.** The Grant of this Power of Attorney to any Agent shall terminate upon such Agent's death or substantial disability. An Agent shall be deemed disabled upon a sworn statements being executed by any Two (2) doctors properly licensed to practice, as selected by any successor Alternate Agent hereunder.
 - i. **#Comment: Conn. General Statutes provides that the principal may indicate the circumstance or date certain upon which the power of**

attorney shall cease. §1-43(d)(2).

- f. Other Basis for Termination. The Grant of this Power of Attorney to any Agent shall terminate upon *#DESCRIBECIRCUMSTANCES.
 - g. Resignation of Agent. Any Agent may resign by providing written notice to Grantor (or Grantor's guardian or committee) with copy to the next named Agent or a court of competent Jurisdiction.
 - h. Validity of Acts Following Revocation. Any act of the Agent between the revocation of this Power of Attorney and notice of that revocation to the Agent shall be valid unless the Agent, or other person claiming the benefit of the act, had actual knowledge of that revocation.
 - i. Affidavit Sufficient Proof for Third Party. It shall be sufficient proof for any third party relying on this document, if such third party has no actual knowledge of the termination of this agreement (without any duty of inquiry being imposed on such third party), that the Agent shall provide, under oath, an affidavit that this Power of Attorney has not terminated.
20. **Revocation of other Powers of Attorney.** Grantor hereby revokes all powers of attorney executed prior to the date of execution of this Power of Attorney with the exception of:
- a. Any power of attorney executed on the date hereof.
 - b. Any power of attorney provided to a financial institution, bank or brokerage firm on their standard form that is not inconsistent with the provisions of this Power of Attorney.
 - c. #Any Power of Attorney executed outside the United States
 - d. #Any #Allstate #Blumberg Power of Attorney executed on *#DATE
 - i. **#Comment: If you executed other powers (e.g., a business power, a special power for another purpose, etc.) evaluate whether the following provision should be modified or stricken.**
21. **Construction.**
- a. This instrument is to be construed and interpreted as a durable general power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to nor does it limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to the Agent.
 - b. Should any provision or power in this document not be enforceable, such enforceability shall not affect the enforceability of the rest of this document. Any such provision is not enforceable shall be deemed severable and all other provisions shall remain enforceable and shall be interpreted in a manner that as closely as feasible implements Grantor's original intent hereunder.
 - c. Any references to the "Code" or any Sections of the Code are references to the Internal Revenue Code of 1986 and shall include any successor or amended Code, statute, or applicable Treasury Regulation.
 - d. Captions, titles, and section numbers (and letter designations) are inserted for convenience only and should not be read to broaden or limit the scope of any provision. Gender, singular or plural, shall be interpreted as the context requires.
22. **State Law.**
- a. This instrument is executed in the state of *STATE-EXECUTION, #but #and is

delivered in the state of *STATENAME ("State"), and the laws of *STATENAME shall govern all questions as to the validity of this power and the construction of its provisions. It is Grantor's intention, however, that this power of attorney be exercisable in any other state or jurisdiction in which Grantor may at any time have property, business, or other dealings. The Agent is, notwithstanding anything herein to the contrary, granted the right to exercise any of the rights and powers available under the laws of the State.

- i. **#Comment: The power to change your domicile can have substantial consequences on your entire estate, not just the actions of the Agent under this Power. A change in domicile could have significant positive consequences by moving your domicile to a state with a lower or no taxes. However, it could also result in a different rules applying for a spousal right of election, intestacy, etc.**
- b. #Grantor expressly authorizes the Agent hereunder to take reasonable steps to maintain or change Grantor's domicile from the State to any other state where Grantor has nexus.
- c. State law:
 - i. **##Comment: Consider which state the power is intended to be exercised in and add provisions based on governing law in that state. However, if the power is to be used in another state, or you change your domicile, the Power should be revised.**
 - ii. #New York: This provision shall be interpreted in the broadest terms so as to remain in effect, and shall not be affected by, the Grantor's subsequent disability or incompetence, to the fullest extent provided for under the laws of the state of New York including, but not limited to New York General Obligation Law ("GOL"), §5-1505. The powers granted to the Agent hereinabove are intended to expand upon, and not to in any manner restrict, the powers which an agent may be granted under GOL §5-1502A through and inclusive of §5-1502O, but expressly excluding §5-1502M "Construction - Certain Gift Transactions" which shall instead be governed solely by the provision "Gifts" above.
 - iii. #New Jersey: This power of attorney shall not be affected by the disability of the principal. This provision shall be interpreted in the broadest terms so as to remain in effect throughout Grantor's disability to the fullest extent provided for under the laws of the state of New Jersey, including, but not limited to N.J.S.A. 46:2B-8. This Power of Attorney hereby authorizes the Agent to conduct banking transactions as set forth in Section 2 of P.L. 1991, Chapter 95 (N.J.S.A. 46:2B-11). The Agent may exercise all powers described in the above Act upon and after the presentation of this Power of Attorney to the banking institution as provided in N.J.S.A. 46:2B-12. This power shall not cease upon the appointment of a guardian, but the Agent shall thereafter account to the guardian instead of the principal as provided in N.J.S.A. 46:2B-8.a.
 - iv. #Pennsylvania: Every power permitted under Section 5602(a) of the

Pennsylvania statutes are hereby incorporated by reference in this Power of Attorney and the Agent is expressly authorized each such power. The preceding provision that this Power of Attorney shall not be affected by Grantor's subsequent disability shall be interpreted in the broadest terms so as to remain in effect throughout Grantor's disability to the fullest extent provided for under the laws of the state of Pennsylvania, including, but not limited to Pennsylvania Statute Sec. 5604. The power granted to Agent to make outright gifts expressly includes the rights to make gifts provided under Pennsylvania Statute 5603(a). However, the preceding sentence shall not be interpreted to expand the scope of the Authorized Donees. Notwithstanding anything in this Power of Attorney to the contrary, this Power of Attorney shall not be revoked until the time period set forth in Pennsylvania Statute Section 5605.

- v. #Connecticut: This power of attorney shall remain unaffected by the subsequent disability or incompetence of the principal as provided under Connecticut General Statutes (C.G.S.A.) §45a-562(a). The powers granted to the Agent hereinabove are intended to expand upon, and not to in any manner restrict, the powers which an agent may be granted under C.G.S.A. §1-43(a) short form statutory power of attorney. Each of the specific powers set forth in C.G.S. §§1-44 through 1-55, but expressly excluding "Health Care Decisions" under §1-54a, and including the powers to act as to any account at a financial institution as provided in C.G.S. §1-56a and b, are included herein by reference and it is Grantor's specific intent to Grant the Agent each power therein in addition to, and not in limitation of, the powers granted herein. The Agent hereunder may, but shall not be required to, submit any accounting under C.G.S.A. §45-267(b). This Power of Attorney shall cease upon the appointment of a conservator and the Agent shall account to the conservator thereafter as provided in C.G.S. §45-562(b).
- vi. #Florida: The powers granted to the Agent shall include any matters regarding the estate, property, and affairs of Grantor, which Grantor could do himself or herself, including all matters authorized under Florida Statutes Chapter 709.08, as amended or revised. The Agent, by way of example and not limitation, is authorized to execute a qualified disclaimer under Florida Statutes 689.21 and/or 732.801.
- vii. #Michigan: This instrument is #executed in the State of *STATE-EXECUTION, but is delivered in the state of Michigan ("State"), and the laws of Michigan shall govern all questions as to the validity of this power and the construction of its provisions. The Agent is, notwithstanding anything herein to the contrary, granted the right to exercise any of the rights and powers available under the laws of the State.

Signature.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this *DAY of *MONTH,

Agent Acceptance and Acknowledgement of Legal Responsibilities

ACCEPTANCE AND ACKNOWLEDGEMENT, executed and effective as of the date below, by the agent named in the General Durable Power of Attorney dated *MONTH *DAY, *YEAR between *CLIENTNAME as grantor, and the agent below, as “agent” (the “Power”).

1. The Agent executing this Acceptance and Acknowledgement agrees and acknowledges that:
 - a. In accepting the authority granted under the Power a special legal relationship will be created between the grantor (“Principal”) and the Agent. This relationship is a fiduciary relationship, a relationship of trust subject to high standards.
 - b. The Agent understands that the Agent must act according to any instructions from the Principal, or if there are no instructions, to act in the Principal’s best interests.
 - c. The Agent must avoid conflicts of interest that would impair the agent’s ability to act in the Principal’s best interests.
 - d. The Agent must keep the Principal’s property separate and distinct from any assets the Agent owns or controls, unless otherwise permitted by law.
 - e. The Agent must keep a record of all transactions as Agent including all receipts, payments, and other transactions conducted for the Principal.
 - f. The Agent must disclose the Agent’s status and identity as an Agent for the Principal whenever acting for the Principal by writing or printing the Principal’s name, and then signing the Agent’s name as “agent. This could be done as: *CLIENTNAME, by _____ [Agent’s signature], _____ [Agent’s name printed], as Agent for *CLIENTNAME.
2. The Agent may not use the Principal’s assets to benefit the agent, or to give major gifts to the Agent or anyone else, unless the Principal has specifically granted the Agent that authority under the General Durable Power of Attorney and/or a Gift Rider attached to the General Durable Power of Attorney. If the Agent has such authority, the Agent must act according to any instructions of the Principal or, where there are no such instructions, in the Principal’s best interest. The Agent may resign by giving written notice to the Principal and to any co-agent, successor agent, monitor if appointed, or the Principal’s guardian if appointed, and taking any other steps specified in the General Durable Power of Attorney.
3. The Agent is advised to seek independent legal advice if there is anything in this Acceptance and Acknowledgement, the General Durable Power of Attorney, or the Gift Rider, that is unclear or that the Agent does not understand.
4. The Agent understands that if the Agent violates the provisions of the General Durable Power of Attorney, the Acceptance and Acknowledgement, or the Gift Rider, or provisions of applicable law, that the Agent can be held liable for any such violation.
5. The General Durable Power of Attorney and Gift Rider shall be effective upon the later date of the execution of such documents by the Principal or this Acceptance and Acknowledgement by the Agent. These documents do not have to be signed at the same time or in any particular order to be valid. Successor Agents may sign a copy of this Acceptance and Acknowledgement at any time and it need not be physically attached to the General Durable Power of Attorney to be valid. If co-Agents are appointed such appointment shall be effective when all of such Agents have executed an Acceptance and Acknowledgement.

Agent Acceptance and Acknowledgement of Legal Responsibilities

ACCEPTANCE AND ACKNOWLEDGEMENT, executed and effective as of the date below, by the agent named in the General Durable Power of Attorney dated *MONTH *DAY, *YEAR between *CLIENTNAME as grantor, and the agent below, as “agent” (the “Power”).

1. The Agent executing this Acceptance and Acknowledgement agrees and acknowledges that:
 - a. In accepting the authority granted under the Power a special legal relationship will be created between the grantor (“Principal”) and the Agent. This relationship is a fiduciary relationship, a relationship of trust subject to high standards.
 - b. The Agent understands that the Agent must act according to any instructions from the Principal, or if there are no instructions, to act in the Principal’s best interests.
 - c. The Agent must avoid conflicts of interest that would impair the agent’s ability to act in the Principal’s best interests.
 - d. The Agent must keep the Principal’s property separate and distinct from any assets the Agent owns or controls, unless otherwise permitted by law.
 - e. The Agent must keep a record of all transactions as Agent including all receipts, payments, and other transactions conducted for the Principal.
 - f. The Agent must disclose the Agent’s status and identity as an Agent for the Principal whenever acting for the Principal by writing or printing the Principal’s name, and then signing the Agent’s name as “agent. This could be done as: *CLIENTNAME, by _____ [Agent’s signature], _____ [Agent’s name printed], as Agent for *CLIENTNAME.
2. The Agent may not use the Principal’s assets to benefit the agent, or to give major gifts to the Agent or anyone else, unless the Principal has specifically granted the Agent that authority under the General Durable Power of Attorney and/or a Gift Rider attached to the General Durable Power of Attorney. If the Agent has such authority, the Agent must act according to any instructions of the Principal or, where there are no such instructions, in the Principal’s best interest. The Agent may resign by giving written notice to the Principal and to any co-agent, successor agent, monitor if appointed, or the Principal’s guardian if appointed, and taking any other steps specified in the General Durable Power of Attorney.
3. The Agent is advised to seek independent legal advice if there is anything in this Acceptance and Acknowledgement, the General Durable Power of Attorney, or the Gift Rider, that is unclear or that the Agent does not understand.
4. The Agent understands that if the Agent violates the provisions of the General Durable Power of Attorney, the Acceptance and Acknowledgement, or the Gift Rider, or provisions of applicable law, that the Agent can be held liable for any such violation.
5. The General Durable Power of Attorney and Gift Rider shall be effective upon the later date of the execution of such documents by the Principal or this Acceptance and Acknowledgement by the Agent. These documents do not have to be signed at the same time or in any particular order to be valid. Successor Agents may sign a copy of this Acceptance and Acknowledgement at any time and it need not be physically attached to the General Durable Power of Attorney to be valid. If co-Agents are appointed such appointment shall be effective when all of such Agents have executed an Acceptance and Acknowledgement.

*CLIENTNAME “Gift Rider” to Power of Attorney

#Comments: Consider the following The real personal goals of the clients need to be addressed and few powers have done that. With the estate tax exclusion of \$3.5 million in 2009 only approximately 6,000 decedents will have estate tax returns filed. That is a miniscule percentage. Consider the following:

#“My agent shall only be authorized and permitted to make gifts if my estate has a reasonable likelihood of being subject to a federal estate tax.”

#“My agent shall only be authorized and permitted to make gifts if my estate has a reasonable likelihood of being subject to either a state or a federal estate tax.”

#“My agent shall be authorized and permitted to make gifts regardless of whether or not my estate has a reasonable likelihood of being subject to either a state or a federal estate tax, so long as personal goals of reasonably assisting my heirs is achieved. The use of federal gift tax law parameters in establishing annual gifts is merely for guidance and if those limitations are significantly modified or eliminated the Agent may make gifts in any reasonable amount.”

1. **Rider.**

- a. This **GIFT RIDER** is attached to and made a part of the above General Durable Power of Attorney.
- b. In the event of any inconsistency between this Gift Rider and the General Durable Power of Attorney to which it is attached the provisions of this Gift Rider shall control as to issues pertaining to gifts as such term is defined by applicable State law.
- c. **#Comment: For New York Only.** *#This Gift Rider is intended to meet the requirements of New York General Obligation Law §5-1514 and the requirements of Chapter 644 of the Laws of 2008 and shall be so interpreted.#

2. Acknowledgements by Grantor.

- a. The Grantor understands and acknowledges that by executing this Gift Rider the Grantor is authorizing the Agent under Grantor’s General Durable Power of Attorney to make gifts and/or other transfers of property during Grantor’s lifetime.
- b. Because the General Durable Power of Attorney to which this Gift Rider is attached and made a part of is durable, the powers to make gifts or other transfers hereunder will not terminate on Grantor’s disability following the execution of this Gift Rider.
- c. Grantor acknowledges that the powers hereunder terminate with Grantor’s death.
- d. Grantor recognizes that the Agent’s exercise of the powers granted under this Gift Rider could significantly reduce the property to be distributed at Grantor’s death, or could even change how Grantor’s property is distributed,

- including the manner and persons to whom such property is distributed.
- e. This Gift Rider does not require any Agent to exercise the powers granted, it only authorizes the Agent to do so. Therefore, if it is Grantor's intent that the execution of this Gift Rider reduce Grantor's estate, this goal would only be achieved if the Agent chooses to so act.
 - f. If the Agent exercises the authority to make gifts or other transfers the Agent must do so in accordance with Grantor's instructions, or otherwise in the Grantor's best interests.
 - g. Grantor understands and acknowledges that Grantor has been advised to seek legal counsel before executing this document but that Grantor retains the obligation and responsibility to assure that Grantor's intentions are clearly and properly set forth in this Gift Rider.
3. **Direction to Agent to Support Grantor #and Named Persons #Pets if Deemed Gifts.**
- a. If any transfers that could be made under the provision "Direction to Agent to Support Grantor and Named Persons" contained in the General Durable Power of Attorney are deemed to be gifts under applicable state law, then this Gift Rider shall apply to authorize said gifts in the manner and to the extent contained in such provision, except to the extent specifically modified in this Gift Rider.
 - b. #The Agent is authorized and directed to provide for the following persons under this provision: #Grantor's spouse, and #Grantor's #children #(whether or not such children are minors or dependents, and even if above the age of majority), #OTHERPERSONS.
 - c. #The Agent is authorized to perform all acts reasonable and necessary to:
 - a. #To #generally Maintain such persons' customary standard of living.
 - b. #To provide living quarters by purchase #but costs not to exceed #monthly mortgage and interest payments #OTHERLIMITS, lease, or other arrangement, or by payment of the operating costs of such persons existing living quarters, including interest #BUTNOT IN EXCESS OF##, amortization payments, repairs, taxes, and so forth.
 - c. #To provide for the retention and payment of reasonably necessary domestic help for the maintenance and operation of such persons' household.
 - d. #To #finance or arrange for the purchase of other necessities.
 - e. To provide for #clothing, #transportation, #entertainment, and #incidentals.
 - f. To provide for medical care (#not #including elective procedures for cosmetic care), dental, eyeglasses, #OTHERINCLUDED.
 - d. #The Agent is authorized and directed to provide for the health, education, support, and maintenance of such persons #in accordance with an #ascertainable standard as defined in Internal Revenue Code Section 2041 and the Regulations thereunder.
 - e. #Grantor recognizes that such transfers to or for the benefit of persons other

than Grantor may constitute gifts as such term is defined under applicable federal gift tax law, and nevertheless authorizes that such transfers be permitted, and that such transfers not be restricted by the provisions below under the caption "Gifts", #if any.

- f. #Notwithstanding anything in this provision to the contrary, **#Comment: Determine if the named people should be supported regardless of the estate tax impact on the Agent.**
 - a. ##any Agent may exercise the powers granted in this provision regardless of any income, gift or estate tax consequences to said Agent.
 - a. ##no Agent may exercise any power granted in this provision, or elsewhere in this Power of Attorney, in a manner that would cause any of Grantor's assets or estate to be taxable in the estate of any Agent. The foregoing sentence shall serve as an affirmative restriction and limitation on the right of any Agent acting hereunder. However, this restriction shall not limit the power specifically granted below to make gifts under the provision "Gifts", if any.
 - g. **#Comment: Add provision and details concerning support of any pets.**
- 4. **Gifts.** The Agent is authorized to make gifts as provided herein:
 - a. Generally. Make outright gifts of cash or property to an adult or to a person under the age of majority according to applicable State law under the State Gifts to Minors' Act or Transfers to Minors' Act in custodial form, or to a trust for the benefit of any such minor. If an irrevocable trust exists for such person, and such person is the sole current beneficiary of such trust, the gift may be made to such trust for the benefit of such person.
 - b. Amount of Gifts Generally.
 - a. #Gifts made under this authority to each donee in any calendar year shall not exceed the maximum amount #that is excluded as a taxable gift under Code Section 2503(b) and 2503(e), or any successor statute, effective as of the date of any gift. Although this amount is presently limited to \$13,000, Grantor recognizes that such amount is indexed for inflation and may be increased.
 - b. #Gifts in the preceding paragraph may be doubled, currently to \$26,000, for gifts split with Grantor's spouse.
 - c. #Gifts may be made in amounts paid for educational or medical expenses (as defined under Code Section 2503(e)).
 - d. #Grantor authorizes Agent to make the maximum gifts permitted to a Code Section 529 college savings plan for the benefit of any Authorized Donees, as defined below. #Grantor acknowledges that this may be Five (5) times the annual gift amount.
 - e. Grantor understands that any of the above amounts may be changed by legislation following the execution of this Gift Rider to Power of Attorney, and such changed or indexed amounts shall apply.
 - c. #Gifts to Grantor's spouse/#Partner.

- a. Gifts to Grantor's #spouse may be unlimited so long as no federal gift tax is incurred.
- b. Gifts to Grantor's #partner may be unlimited, but Grantor recognizes that such gifts will not be protected by a marital deduction.#
- c. Gifts to Grantor's #spouse #partner shall not exceed the pecuniary sum equal to the largest amount which will not result in any federal gift tax payable after giving effect to the applicable exclusion amount (formerly unified credit) to which Grantor is entitled.#
- d. **#Comments:**
 - a. **#Comment. In some instances it may be advisable to expressly provide that no gifts shall be made by the agent. If your estate or liquidity are limited, or if you do not have confidence or trust in the agents, prohibiting gifts may be appropriate. If there is limited confidence in your agents, consideration instead should be given to executing and funding a revocable living trust with an institution trustee or co-trustee.**
 - b. **#Comment: For a discussion of the Agent's right to make gifts under Connecticut law see: "Does an Attorney In Fact Have Power to Make a Gift Under the Short Form Power of Attorney Statute?", Comment, 10 Conn. Prob. L. J. 369 (1996)**
 - c. **#Comment: Consider specific authorization for §529 plans, and address whether five (5) year front-loaded gifts can, or cannot be made. The dollars can be significant. Should they be required to be made to all heirs? To family lines equally?**
 - d. **#Comment: Consider an express authority for unlimited gifts to take advantage of the \$3M spousal basis adjustment if estate tax is repealed.**
 - e. **#Comment: Give careful consideration to whether gifts should be required to be equalized by family line. If one child has several children, and another does not, gift giving over several years, especially if coupled with gifts to College Savings plans can create tremendous disparity.**
- e. Donees. Permissible donees ("Authorized Donees") hereunder shall include Grantor's #spouse, #Partner #any child or #stepchild of Grantor and their descendants, #Grantor's brother or sister, #or any descendant of Grantor's brother or sister, #as well as any person who shall be married to any of the foregoing. In addition, permissible donees shall include any person to whom Grantor has had a longstanding practice of making annual gifts.
 - a. **#Comment: Consider adding a restriction on an Agent's gifts to himself to minimize the likelihood of causing inclusion of any assets over which the Agent has control in the Agent's estate.**
- f. Agent Self-Dealing.
 - a. #The power granted in this paragraph may be exercised by the Agent without regard to any laws concerning self-dealing.

- b. #Grantor specifically grants to the Agent the right to make gifts to himself or herself, #his or her spouse, and their issue if such persons are within the class of Permissible Donees as defined in this paragraph.
- c. #Any gifts made by an Agent to himself or herself shall be limited so as not to exceed an "ascertainable standard" as such term is defined under applicable Treasury Regulations, and so as not to create a general power of appointment that could cause inclusion in the Agent's estate of any property over which the Agent has authority hereunder.
- g. Methods of Gift Transfers. The Agent may make gifts by the transfer of property, or cash, or by relief of or forgiveness of any indebtedness, through entering split dollar, loan, sale or other arrangements that accomplish Grantor's donative intent.
- h. Gift Tax Returns. Grantor grants to the Agent the power to prepare, sign, and file gift tax returns with respect to gifts made by Grantor, or by the Agent on Grantor's behalf, for any year or years; to consent to any gift and to utilize any gift-splitting provision or other tax election relating thereto. This power is in addition to and not in limitation of the specific tax powers granted below.
#Comment: Consider appointing a monitor rather than the agent to file gift tax returns to serve as an independent check on the powers to gift.#
- 5. **#Retirement, IRA and Other Benefit Plans and Beneficiary Designations.**
 - i. **#Comment: Be certain that you understand the consequences of this paragraph. Changing beneficiary designations on retirement and pension accounts can have profound tax consequences, can change the dispositive scheme of the largest asset in the estate, and may change the application of the Spousal Right of Election (e.g., See NY EPTL §5-1.1-A(b)(1)(G). Consider limiting the powers so that the agent cannot exercise the power disproportionately in favor of himself.**
 - ii. Amend, alter, or change the beneficiary of any retirement, benefit, pension plan or other plan or account having a beneficiary designation form
##RESTRICTIONS*#.
 - iii. **Comment: Should the agent have any restrictions on the impact of such modifications?#** #This power may be exercised by any agent who is a beneficiary (or spouse of a beneficiary) #but #not in a manner which disproportionately (as compared to the consequences of the beneficiary designation existing prior to the agent instituting such change) benefits such agent (or the spouse of such agent). **#Comment: Should the Agent be required to maintain equality or follow the dispositive scheme in your will?#**
 - iv. #Designate to the extent Grantor could one or more persons (including trusts) as designated beneficiaries of any such plan. Select any pay-out rate or election permitted to Grantor.
 - v. **#Comment: Granting your agent the right to change beneficiaries of retirement plans could afford an agent the opportunity to change the disposition of your most significant asset. Instead, this provision could**

prohibit changes that did not provide for equal distribution among designated heirs. However, that would significantly restrict your agent's latitude in planning. You could prohibit the agent from making modifications to certain plans.

6. **Transfer of Property To Trusts.**

- i. **#Comment: Consider the advisability to permitting an Agent to make transfers to existing irrevocable trusts.**
- ii. With respect to any inter-vivos irrevocable trust for the benefit of Grantor's heirs, the Agent may convey, transfer or assign by sale or gift any cash, real estate or other tangible or intangible property in which Grantor shall own any interest to the trustee or trustees of any irrevocable trust that Grantor may have created during Grantor's lifetime.
- iii. **#Transfer any assets to any irrevocable trust heretofore or hereafter established by Grantor as grantor not in excess of the amounts authorized to be transferred as gifts in any calendar year under the provision above "Gifts".**

7. **Insurance.**

- iv. **#Make, receive, sign, endorse, acknowledge, deliver, and possess insurance policies.**
- v. Execute any forms to change ownership or beneficiaries of any life insurance policy on Grantor's life, **#ANYRESTRICTIONS?#** even in a manner that materially changes the interests of any beneficiary, so long as not inconsistent with the provisions designating Authorized Donees.
- vi. Execute and implement split dollar arrangements, including split dollar loan arrangements, insurance finance arrangements, and related insurance planning steps.
- vii. Add new beneficiaries to any policy, however, such new beneficiaries may include only: Authorized Donees, a trust for which Authorized Donees are the primary beneficiaries, a corporation or partnership in which Grantor is a shareholder or partner, another shareholder or partner in a corporation or partnership in which Grantor is a shareholder or partner, Grantor's estate, or trust of which Grantor is a grantor, trustee, or beneficiary.
- viii. **#Comment: The rights to affect insurance will not affect insurance held in trusts as only trustees can take action in that regard.**

8. **##**

9. **Transfer of Property To Charitable Remainder Trusts.**

- i. **#Comment: Modify the following to reflect your wishes to permit people other than yourself to be named as beneficiaries of a CRT.**
- ii. Fund transfers of assets of up to ******* Dollars (**\$*****) to a Charitable Remainder Trust ("CRT") for which the periodic annuity payments shall benefit ***CLIENTNAME ***#NAMEDBENEFICIARY**, both or either of them.
- iii. **#The power to make these transfers will require that the CRT provide a lifetime annuity payment of no less than **##Six Percent (*#6%)** to the above named beneficiaries payable at least quarter-annually.**

expressed, and that Grantor, signed, sealed, and delivered the Gift Rider to a Power of Attorney as Grantor's act and deed. The execution of this Gift Rider to a Power of Attorney by the Grantor was done in my presence and in the presence of both witnesses above, each of whom signed their names in my presence and in Grantor's presence.

Notary Public, State of *STATE-EXECUTION
My commission expires on: _____, 200____

