



Staff Memorandum

HOUSE OF DELEGATES Agenda Item 11

REQUESTED ACTION: Approval of the report and recommendations of the Working Group on Power of Attorney.

In spring 2015, then-President Glenn Lau-Kee appointed a Working Group on Power of Attorney following conflicting reports presented to the Executive Committee by the Elder Law and Special Needs Section and Trusts and Estates Law Section at its April 2015 meeting. The Executive Committee postponed consideration of the proposals in order to allow further discussion among the sections most interested in the proposals: Elder Law and Special Needs, Trusts and Estates Law, Business Law, Real Property Law, and Health Law. Each section designated two members to serve on the Working Group.

As a result of its discussions, the Working Group has proposed legislation to amend the power of attorney statutes. Attached is a memorandum outlining the proposed amendments and setting forth the proposed amendments. These amendments are intended to address three major issues.

First, the current power of attorney form is too complex and prone to improper execution. It is a multi-part document with an initial power of attorney form and a statutory gifts rider. Each of these has its own signing requirements and different allowable modifications. If defects in preparation or signing are not discovered until after the principal suffers an incapacity there are severe repercussions. In place of these documents, the Working Group recommends that New York revert back to one simpler form.

Second, the requirement that the statutory power of attorney contain the exact wording provided in the statute is unduly burdensome and a trap for the unwary. Current law requires the use of exact wording; in its place, the Working Group recommends that the validity of a power of attorney should be determined by a "substantial compliance" standard.

Third, under current law there are no sanctions for financial institutions or others who unreasonably refuse to accept a valid power of attorney. The current remedy for such a refusal is to bring a special proceeding to compel acceptance, which is a burdensome remedy without the ability of a court to impose sanctions.

This report was received in December 2015 and posted in the Reports Community. No comments have been received.

The report will be presented at the January 29 meeting by Ellen G. Makofsky, chair of the Working group, and Working Group member David Goldfarb.

MEMORANDUM

To: The Executive Committee of the New York State Bar Association
The House of Delegates of the New York State Bar Association
Date: December 18, 2015

The Power of Attorney Task Force was created by then Association President, Glenn Lau Kee, in the Spring of 2015 in response to conflicting presentations to the Executive Committee regarding legislative proposals to amend the General Obligations Law provisions relating to powers of attorney which were made by the Trusts & Estates Law Section and the Elder Law and Special Needs Section. At the conclusion of the presentations, the Executive Committee decided to postpone consideration of the proposals in order to allow further discussion by members of the various Sections of the Association most likely to be interested in proposals to amend the power of attorney statute. The appointed Task Force is comprised of two representatives each from the Trusts & Estates Law Section, Elder Law and Special Needs Section, Business Law Section, Real Property Law Section and Health Law Section. The Task Force was charged with developing a proposal regarding possible amendments to the power of attorney statute.

After numerous meetings and discussions the Task Force determined that the current power of attorney statute should be modified to include both substantive and technical changes.

PROPOSED SUBSTANTIVE CHANGES TO THE STATUTE

The proposed substantive changes concern three major issues:

1. THE POWER OF ATTORNEY FORM IS TOO COMPLEX AND PRONE TO IMPROPER EXECUTION

The current Power of Attorney form is a multi-part document which contains an initial power of attorney form ("POA") including an acceptance by the agent and a statutory gifts rider ("SGR").¹ The SGR must be attached to the POA and executed at the same time that the POA is executed by the principal for it to be effective. No gifting by the agent in excess of \$500 is permitted by the principal without a properly executed SGR. The POA and the SGR each has its own signing requirements and different allowable modifications. The POA must be signed and acknowledged by the principal before a notary and it is followed by an acceptance by the agent(s) and successor agent(s) which can be signed and acknowledged at a later date. The SGR has a different requirement – it must be both acknowledged and witnessed by two witnesses and this must be done simultaneously with the execution of the POA by the principal.

¹ The current forms were created as a result of the 2008 and 2010 legislation. 2008 N.Y. Laws Ch. 644 (effective Sept. 1, 2009); 2010 N.Y. Laws Ch. 340 (effective Sept. 12, 2010).

The forms of the POA and SGR are full of traps for the unwary, which have significant and severe repercussions if defect(s) in the forms' preparation or signing are not discovered until after the principal suffers an incapacity. The Task Force believes the solution is to eliminate the complicated POA and SGR and revert back to one simpler document.² We have recommended that gifting provisions can be inserted in the modification section of the POA requiring only one procedure for acknowledging the signature of the principal.

The Task Force recognizes the Law Revisions Commission's concern in 2008 and 2010 for heightened awareness by the principal for the significance of the gifting provision and the dangers in not understanding the nature and consequences of the gifting provisions. However, it has been the experience of an overwhelming number of practitioners that the goal of heightened awareness has not been achieved by the new form whose increased verbosity only creates confusion for the principal, and which has led to forms that are continuously improperly executed and forms so complex they are extremely difficult to execute properly within the requirements of the current law.

2. THE EXACT WORDING REQUIREMENT IS UNDUELY BURDENSOME AND BECOMES A TRAP FOR THE UNWARY

Under the current law, a Statutory Power of Attorney requires the form to contain the exact wording provided in the statute. The Task Force believes that the standard for a valid statutory power of attorney should be "Substantial Compliance" with the statutory form rather than "Exact Wording." Amendments to the Power of Attorney statute and form must allow for a form to be a valid Statutory Short Form if it "conforms substantially" to the form in GOL § 5-1513. The Law Revision Commission has cited the need for facilitating acceptance of statutory powers of attorney by third parties, most notably financial institutions, as the reason why the Commission refused to accept "substantial compliance" versus "exact language." We feel the opposite is true. Third parties don't have the staff or the time for a word by word review of what is now often a multi-page form with 20 plus places to be initialed. Instead many institutions have just reinstated their policy of refusing to accept any form except their own. Even though this is in contravention of the letter of the law, there are presently no consequences to the institutions for this refusal. The consequences to an attorney for an error in the exact wording can be dire, as without compliance to the exact wording requirement, the power of attorney is not only no longer deemed a statutory form, but may also be deemed not valid.³

² NYSBA in its 2010 comments on then pending legislation urged the repeal of the SGR. NYSBA 2010 Legislative Memorandum #25. And when that did not happen, Bar President Stephen Younger vowed to continue to urge the legislature to eliminate the SGR "as unwarranted and unnecessary." Office of the President Letter dated August 24, 2010.

³ *Berrian v Siena Coll.*, 129 A.D.3d 1004, 12 N.Y.S.3d 240 (2d Dep't 2015). [Upholding summary judgment dismissing a complaint signed by an agent under a power of attorney holding that "Statutory short form powers of attorney and nonstatutory powers of attorney must contain certain 'exact wording' in order 'to be valid'"]

3. THERE ARE NO SANCTIONS FOR FINANCIAL INSTITUTIONS OR OTHERS WHO UNREASONABLY REFUSE TO ACCEPT A VALID POWER OF ATTORNEY

The law must include sanctions for third parties which unreasonably refuse to accept a properly executed Statutory Short Form Power of Attorney. This is perhaps the Task Force's most important recommendation. The current remedy of having to bring a burdensome and expensive special proceeding as the only relief to compel acceptance is totally inadequate without the ability of the Court to impose sanctions. Therefore, although we recommend that the special proceeding under GOL § 5-1510 remain as the exclusive remedy, we also recommend an additional provision that allows a court to award damages, including reasonable attorney's fees and costs if the court finds that a third party acted unreasonably in refusing to honor the agent's authority under the Statutory Short Form Power of Attorney.

We realize that banks and other institutions in the past have opposed putting any "teeth" or sanctions into the power of attorney law. The revisions in 2008 and 2010 were intended to end the practice of many banks and financial institutions refusing to honor a statutory form and requiring their own forms. Many banks and financial institutions still mandate that their own forms be used because there are no sanctions presently included in the statute for failing to honor a valid Statutory Power of Attorney. Furthermore, there appears to be no uniform policy even within a particular institution as to whether a Statutory Short Form Power of Attorney will be accepted. The tales of abuse are legion and appear every day on the Community discussions of both the Elder Law and Special Needs Section and the Trusts & Estates Law Section.

In order to balance the equities and reduce the burden on the third party institution presented with a power of attorney, the Task Force has recommended a number of other provisions in its amendments. First, we have provided for a procedure whereby a third party can reject a power of attorney and set forth the reasons for such rejection, and allow the proponent to respond to the reasons for such rejection. Next, we have adopted from the Uniform Power of Attorney Law provisions whereby a third party can be held harmless if it, in good faith, accepts an acknowledged power of attorney without actual knowledge that the signature is not genuine and may rely upon the presumption that the acknowledged signature is genuine. The third party may also ask the agent for his or her certification of any factual matter concerning the principal, agent, or power of attorney and an opinion of counsel as to any matter of law concerning the power of attorney.

These protections for third parties and the availability of remedies such as damages and attorney fees have been adopted by numerous states as part of the Uniform Power or Attorney Law.⁴ Banks and financial institutions profitably operate under these laws in those states. We see no reason why the same institutions cannot function under the same provisions in New York State.

⁴ http://www.uniformlaws.org/shared/docs/power%20of%20attorney/UPOAA_2011_Final%20Act_2014sep9.pdf. See the Enactment Status Map at <http://www.uniformlaws.org/Act.aspx?title=Power%20of%20Attorney>

PROPOSED TECHNICAL CHANGES TO THE STATUTE

The Task Force has addressed a number of technical amendments including: provisions for allowing a person to sign at the direction of a principal who is unable to sign; expanding an agent's power to make gifts in the aggregate in a calendar year from the current \$500 limit to \$5,000 without requiring the insertion of a modification to the form; clarifying an agent's obligation to keep records or keep receipts; and a change to clarify the agent's authority with regard to financial matters related to health care.

LISTING OF ALL PROPOSED CHANGES TO THE STATUTE

The following is a list of the Task Force's proposed amendments as they appear in the proposed amendment to Article 5 of the General Obligations Law:

§5-1501: (j) Clarify that a "power of attorney" includes both a statutory short form power of attorney and a non-statutory power of attorney; (n) delete the definition of an SGR; (o) [now (n)] change "exact wording" to "substantially conforms" and allow for Optional sections of the form to be intentionally omitted.

§5-1501B: (b) provide that a POA can be signed, initialed and dated by a principal with capacity, or in the name of the principal by another person in the principal's presence and at the principal's direction; (d) Change "exact wording" to "substantially conforms"; (e) provide that insubstantial variation will not prevent a form from being a statutory short form power of attorney; delete Subdivision 2 which deals with the SGR.

§5-1502A, §5-1502B, §5-1502C, §5-1502D, §5-1502F, §5-1502L: remove provisions that apply to the SGR.

§5-1502I: Allow for gifts under this provision to be increased to five thousand dollars in the aggregate in any calendar year.

§5-1602K: Clarify the construction of the provision dealing with financial matters related to health care.

§5-1503: Eliminate reference to the SGR.

§5-1504:

Subdivision 1 provides for reliance in good faith upon an acknowledged power of attorney and allows for requesting an agent's certification and an opinion of counsel.

Subdivision 2 (a) adds to reasonable cause for refusing to honor a power of attorney to include new provisions (10) refusal to provide a certification or opinion of counsel and (11) a good faith reasonable belief that the power is not valid or that the agent does not have the authority to perform the act requested. These provisions are from the Uniform Act.

Subdivision 3 allows for a third party to reject the statutory short form power of attorney in a writing that sets forth the reasons for such rejection, for the proponent of the power of attorney to respond and for the third-party to honor the statutory short form power of

attorney, or finally reject the statutory short form power of attorney in a writing that sets forth the reasons for such rejection.

Subdivision 4 authorizes a special proceeding under § 5-1510 to be brought to compel the third-party to honor the statutory short form power of attorney and that the court may award damages, including reasonable attorney's fees and costs, to the agent if the court finds that the third party acted unreasonably in refusing to honor the agent's authority. It continues the provision that such special proceeding shall be the exclusive remedy for a violation of this section.

§5-1505: eliminates reference to the SGR.

§5-1510: subdivision 2 (i) eliminates the provision limiting relief to an order compelling compliance.

§5-1513:

Subdivision 1 allows for a form which substantially conforms to the form in the Section and provides that any section indicated as "Optional" which is not used may be omitted and replaced by the words "Intentionally Omitted."

Subdivision 1 (b) and (c) adds the provisions respectively to be initialed that agents or successor agents must act together. (e) eliminates the confusing provision regarding agents under separate POAs acting together. (f)(2)(I) changes the default customary gifting authority under personal and family maintenance to five thousand dollars in a calendar year. (k) changes the provision to "financial matters related to health care billing and payment matters; records, reports and statements." (g) states that authority to make gifts must be expressly granted in the Modifications section. (h) provides that the modification section is where the specific authority to make gifts including gifts to the agent must be provided. (j) indicates reasonable compensation for an agent should be provided in the Modification section. (n)(4) clarifies that an agent must keep a record of all transactions conducted for the principal or keep all receipts of payments and transactions conducted for the principal. (o) and (p) provide a place where the agent can date as well as sign.

§5-1514: The provisions relating to the SGR and the form are eliminated.

EFFECTIVE DATE PROVISION: This provision provides that any statutory short form power of attorney and any statutory gifts rider executed by the principal and valid at the time executed by the principal shall remain valid as will any revocation of a prior power of attorney that was delivered to the agent before the effective date of the act.

Respectfully submitted by the Power of Attorney Task Force,

Ellen G. Makofsky, Chair

Business Law Section:

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PROPOSED AMENDMENTS
[DRAFT 12/10/2015]

General Obligations Law

Article 5 Creation, Definition and Enforcement of Contractual Obligations

Title 15 Statutory Short Form and Other Powers of Attorney for Financial and Estate Planning

§ 5-1501. Application and definitions

1. This title shall apply to all powers of attorney except powers of attorney excluded from this title by section 5-1501C of this title.

2. As used in this title the following terms shall have the following meanings:

(a) "Agent" means a person granted authority to act as attorney-in-fact for the principal under a power of attorney, and includes the original agent and any co-agent or successor agent. Unless the context indicates otherwise, an "agent" designated in a power of attorney shall mean "attorney-in-fact" for the purposes of this title. An agent acting under a power of attorney has a fiduciary relationship with the principal.

(b) "Benefits from governmental programs or civil or military service" means any benefit, program or assistance provided under a statute or governmental regulation, including social security, medicare and medicaid.

(c) "Capacity" means ability to comprehend the nature and consequences of the act of executing and granting, revoking, amending or modifying a power of attorney, any provision in a power of attorney, or the authority of any person to act as agent under a power of attorney.

(d) "Compensation" means reasonable compensation authorized to be paid to the agent from assets of the principal for services actually rendered by the agent pursuant to the authority granted in a power of attorney.

(e) "Financial institution" means a financial entity, including, but not limited to: a bank, trust company, national bank, savings bank, federal mutual savings bank, savings and loan association, federal savings and loan association, federal mutual savings and loan association, credit union, federal credit union, branch of a foreign banking corporation, public pension fund, retirement system, securities broker, securities dealer, securities firm, and insurance company.

(f) "Incapacitated" means to be without capacity.

(g) "Internal Revenue Code" means the United States Internal Revenue Code of 1986, as amended. Such references, however, shall be deemed to constitute references to any corresponding provisions of any subsequent federal tax code.

(h) "Monitor" means a person appointed in the power of attorney who has the authority to request, receive, and seek to compel the agent to provide a record of all receipts, disbursements, and transactions entered into by the agent on behalf of the principal.

(i) "Person" means an individual, whether acting for himself or herself, or as a fiduciary or as an official of any legal, governmental or commercial entity (including, but not limited to, any such entity identified in this subdivision), corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision, government

agency, government entity, government instrumentality, public corporation, or any other legal or commercial entity.

(j) "Power of attorney" means a written document, other than a document referred to in section 5-1501C of this title, by which a principal with capacity designates an agent to act on his or her behalf and includes both a statutory short form power of attorney and a non-statutory power of attorney.

(k) "Principal" means an individual who is eighteen years of age or older, acting for himself or herself and not as a fiduciary or as an official of any legal, governmental or commercial entity, who executes a power of attorney.

(l) "Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

(m) "Sign" means to place any memorandum, mark or sign, written, printed, stamped, photographed, engraved or otherwise upon an instrument or writing, or to use an electronic signature as that term is defined in subdivision three of section three hundred two of the state technology law, with the intent to execute the instrument, writing or electronic record. In accordance with the requirements of section three hundred seven of the state technology law, a power of attorney or any other instrument executed by the principal or agent that is recordable under the real property law shall not be executed with an electronic signature.

~~(n) "Statutory gifts rider" or "SGR" means a document by which the principal may supplement a statutory short form power of attorney to authorize certain gift transactions, other than those permitted by subdivision fourteen of section 5-1502I of this title. The document must meet the requirements of subdivision nine of section 5-1514 of this title, and contain the exact wording of the form set forth in subdivision ten of section 5-1514 of this title. A mistake in wording, such as in spelling, punctuation or formatting, or the use of bold or italic type, shall not prevent a statutory gifts rider from being deemed a statutory gifts rider, but the wording of the form set forth in subdivision ten of section 5-1514 of this title shall govern. The use of the form set forth in subdivision ten of section 5-1514 of this title is lawful and when used, it shall be construed as a statutory gifts rider. A statutory gifts rider may contain modifications or additions as provided in section 5-1503 of this title as such modifications or additions relate to all gift transactions. The statutory gifts rider must be executed in the manner provided in section 5-1514 of this title, simultaneously with the statutory short form power of attorney in which the authority (SGR) is initialed by the principal. A statutory gifts rider and the statutory short form power of attorney it supplements must be read together as a single instrument.~~

~~(o) "Statutory short form power of attorney" means a power of attorney that meets the requirements of paragraphs (a), (b) and (c) of subdivision one of section 5-1501B of this title, and that substantially conforms to the ~~contains the exact wording of the form set forth in section 5-1513 of this title,~~ provided however, that any section indicated as "Optional" that is not used may be omitted and replaced by the words "Intentionally Omitted". ~~A mistake in wording, such as in spelling, punctuation or formatting, or the use of bold or italic type, Any insubstantial variations in the form~~ shall not prevent a power of attorney from being deemed a statutory short form power of attorney, but the wording of the form set forth in section 5-1513 of this title shall~~

govern. The use of the form set forth in section 5-1513 of this title is lawful and when used, it shall be construed as a statutory short form power of attorney. A statutory short form power of attorney may be used to grant authority provided in sections 5-1502A through 5-1502N of this title. A "statutory short form power of attorney" may contain modifications or additions as provided in section 5-1503 of this title, ~~but in no event may it be modified to grant any authority provided in section 5-1514 of this title. If the authority (SGR) on the statutory short form is initialed by the principal, the statutory short form power of attorney must be executed in the manner provided in section 5-1501B of this title, simultaneously with the statutory gifts rider. A statutory short form power of attorney and a statutory gifts rider which supplements it must be read together as a single instrument.~~

(p-o) "Non-statutory power of attorney" means a power of attorney that is not a statutory short form power of attorney.

(q-p) "Third party" means a financial institution or person *other than a principal or an agent*.

§ 5-1501A. Power of attorney not affected by incapacity

1. A power of attorney is durable unless it expressly provides that it is terminated by the incapacity of the principal.
2. The subsequent incapacity of a principal shall not revoke or terminate the authority of an agent who acts under a durable power of attorney. All acts done during any period of the principal's incapacity by an agent pursuant to a durable power of attorney shall have the same effect and inure to the benefit of and bind a principal and his or her distributees, devisees, legatees and personal representatives as if such principal had capacity. If a guardian is thereafter appointed for such principal, such agent, during the continuance of the appointment, shall account to the guardian rather than to such principal.

§ 5-1501B. Creation of a valid power of attorney; when effective

1. To be valid, except as otherwise provided in section 5-1512 of this title, a statutory short form power of attorney, or a non-statutory power of attorney, executed in this state by a principal, must:
 - (a) Be typed or printed using letters which are legible or of clear type no less than twelve point in size, or, if in writing, a reasonable equivalent thereof.
 - (b) Be signed, initialed and dated by a principal with capacity, or in the name of the principal by another person in the principal's presence and at the principal's direction, in either case with the signature ~~of the principal~~ duly acknowledged in the manner prescribed for the acknowledgment of a conveyance of real property.
 - (c) Be signed and dated by any agent acting on behalf of the principal with the signature of the agent duly acknowledged in the manner prescribed for the acknowledgment of a conveyance of real property. A power of attorney executed pursuant to this section is not invalid solely because there has been a lapse of time between the date of acknowledgment of the signature of the

principal and the date or dates of acknowledgment of the signature or signatures of any agent or agents or successor agent or successor agents authorized to act on behalf of the principal or because the principal became incapacitated during any such lapse of time.

(d) Substantially conform to the ~~Contain the exact wording of the~~

(1) "Caution to the Principal" in paragraph (a) of subdivision one of section 5-1513 of this title; and

(2) "Important Information for the Agent" in paragraph (n) of subdivision one of section 5-1513 of this title.

(e) Insubstantial variation in the wording of the "Caution to the Principal" of section 5-1513(a) of this title or of the "Important Information for the Agent" of section 5-1513(n) of this title shall not prevent a power of attorney from being deemed a statutory short form power of attorney or a non-statutory power of attorney.

~~2. In addition to the requirements of subdivision one of this section, to be valid for the purpose of authorizing the agent to make certain gift transactions described in section 5-1514 of this title:~~

~~(a) a statutory short form power of attorney must contain the authority (SGR) initialed by the principal and be accompanied by a valid statutory gifts rider; and~~

~~(b) a non-statutory power of attorney must be executed pursuant to the requirements of paragraph (b) of subdivision nine of section 5-1514 of this title.~~

3. (a) The date on which an agent's signature is acknowledged is the effective date of the power of attorney as to that agent; provided, however, that if two or more agents are designated to act together, the power of attorney takes effect when all the agents so designated have signed such power of attorney with their signatures acknowledged.

(b) If the power of attorney states that it takes effect upon the occurrence of a date or a contingency specified in the document, then the power of attorney takes effect only when the date or contingency identified in the document has occurred, and the signature of the agent acting on behalf of the principal has been acknowledged. If the document requires that a person or persons named or otherwise identified therein declare, in writing, that the identified contingency has occurred, such a declaration satisfies the requirement of this paragraph without regard to whether the specified contingency has occurred.

4. Nothing of this title shall be construed to bar the use or validity of any other or different form of power of attorney desired by a person other than a principal as the term principal is defined in section 5-1501 of this title.

§ 5-1501C. Powers of attorney excluded from this title

The provisions of this title shall not apply to the following powers of attorney:

1. a power of attorney given primarily for a business or commercial purpose, including without limitation:

(a) a power to the extent it is coupled with an interest in the subject of the power;

(b) a power given to or for the benefit of a creditor in connection with a loan or other credit transaction;

- (c) a power given to facilitate transfer or disposition of one or more specific stocks, bonds or other assets, whether real, personal, tangible or intangible;
2. a proxy or other delegation to exercise voting rights or management rights with respect to an entity;
 3. a power created on a form prescribed by a government or governmental subdivision, agency or instrumentality for a governmental purpose;
 4. a power authorizing a third party to prepare, execute, deliver, submit and/or file a document or instrument with a government or governmental subdivision, agency or instrumentality or other third party;
 5. a power authorizing a financial institution or employee of a financial institution to take action relating to an account in which the financial institution holds cash, securities, commodities or other financial assets on behalf of the person giving the power;
 6. a power given by an individual who is or is seeking to become a director, officer, shareholder, employee, partner, limited partner, member, unit owner or manager of a corporation, partnership, limited liability company, condominium or other legal or commercial entity in his or her capacity as such;
 7. a power contained in a partnership agreement, limited liability company operating agreement, declaration of trust, declaration of condominium, condominium bylaws, condominium offering plan or other agreement or instrument governing the internal affairs of an entity authorizing a director, officer, shareholder, employee, partner, limited partner, member, unit owner, manager or other person to take lawful action relating to such entity;
 8. a power given to a condominium managing agent to take action in connection with the use, management and operation of a condominium unit;
 9. a power given to a licensed real estate broker to take action in connection with a listing of real property, mortgage loan, lease or management agreement;
 10. a power authorizing acceptance of service of process on behalf of the principal; and
 11. a power created pursuant to authorization provided by a federal or state statute, other than this title, that specifically contemplates creation of the power, including without limitation a power to make health care decisions or decisions involving the disposition of remains.

Nothing in this section shall be deemed to prohibit use of a statutory short form power of attorney or a nonstatutory power of attorney in connection with any of the transactions described in this section.

§ 5-1502A. Construction--real estate transactions

In a statutory short form power of attorney, the language conferring general authority with respect to "real estate transactions," must be construed to mean that the principal authorizes the agent:

1. To accept as a gift, or as security for a loan, to reject, to demand, to buy, to lease, to receive, or otherwise to acquire either ownership or possession of any estate or interest in land;

2. To sell, to exchange, to convey either with or without covenants, to quit-claim, to release, to surrender, to mortgage, to encumber, to partition or to consent to the partitioning, to create, modify or revoke a trust ~~unless such creation, modification or revocation is a gift transaction governed by section 5-1514 of this title~~, to grant options concerning, to lease or to sublet, or otherwise to dispose of, any estate or interest in land;
3. To release in whole or in part, to assign the whole or a part of, to satisfy in whole or in part, and to enforce by action, proceeding or otherwise, any mortgage, incumbrance, lien or other claim to land which exists, or is claimed to exist, in favor of the principal;
4. To do any act of management or of conservation with respect to any estate or interest in land owned, or claimed to be owned, by the principal, including by way of illustration, but not of restriction, power to insure against any casualty, liability or loss, to obtain or to regain possession or to protect such estate or interest by action, proceeding or otherwise, to pay, to compromise or to contest taxes or assessments, to apply for refunds in connection therewith, to purchase supplies, to hire assistance or labor and to make repairs or alterations in the structures or lands;
5. To utilize in any way, to develop, to modify, to alter, to replace, to remove, to erect or to install structures or other improvements upon any land in which the principal has, or claims to have, any estate or interest;
6. To demand, to receive, to obtain by action, proceeding or otherwise, any money, or other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of an interest in land or of one or more of the transactions enumerated in this section, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short form power of attorney;
7. To participate in any reorganization with respect to real property and to receive and to hold any shares of stock or instrument of similar character received in accordance with such plan of reorganization, and to act with respect thereto, including by way of illustration, but not of restriction, power to sell or otherwise to dispose of such shares, or any of them, to exercise or to sell any option, conversion or similar right with respect thereto, and to vote thereon in person or by the granting of a proxy;
8. To agree and to contract, in any manner, and with any person and on any terms, which the agent may select, for the accomplishment of any of the purposes enumerated in this section, and to perform, to rescind, to reform, to release or to modify any such agreement or contract or any other similar agreement or contract made by or on behalf of the principal;
9. To execute, to acknowledge, to seal and to deliver any deed, creation, modification or revocation of a trust ~~unless such creation, modification or revocation is a gift transaction governed by section 5-1514 of this title~~, mortgage, lease, notice, check or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;
10. To prosecute, to defend, to submit to alternative dispute resolution, to settle, and to propose or to accept a compromise with respect to, any claim existing in favor of, or against, the principal based on or involving any real estate transaction or to intervene in any action or proceeding relating thereto;

11. To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and

12. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, with respect to any estate or interest in land.

All powers described in this section 5-1502A of the general obligations law shall be exercisable equally with respect to any estate or interest in land owned by the principal at the giving of the power of attorney or thereafter acquired, and whether located in the state of New York or elsewhere.

§ 5-1502B. Construction--chattel and goods transactions

In a statutory short form power of attorney, the language conferring general authority with respect to "chattel and goods transactions," must be construed to mean that the principal authorizes the agent:

1. To accept as a gift, or as security for a loan, to reject, to demand, to buy, to receive, or otherwise to acquire either ownership or possession of, any chattel or goods or any interest in any chattel or goods;

2. To sell, to exchange, to convey either with or without covenants, to release, to surrender, to mortgage, to incur, to pledge, to hypothecate, to pawn, to create, modify or revoke a trust ~~unless such creation, modification or revocation is a gift transaction governed by section 5-1514 of this title~~ to grant options concerning, to lease or to sublet to others, or otherwise to dispose of any chattel or goods or any interest in any chattel or goods;

3. To release in whole or in part, to assign the whole or a part of, to satisfy in whole or in part, and to enforce by action, proceeding or otherwise, any mortgage, incumbrance, lien or other claim, which exists, or is claimed to exist, in favor of the principal, with respect to any chattel or goods or any interest in any chattel or goods;

4. To do any act of management or of conservation, with respect to any chattel or goods or to any interest in any chattel or goods owned, or claimed to be owned, by the principal, including by way of illustration, but not of restriction, power to insure against any casualty, liability or loss, to obtain or to regain possession, or to protect such chattel or goods or interest in any chattel or goods, by action, proceeding or otherwise, to pay, to compromise or to contest taxes or assessments, to apply for refunds in connection therewith, to move from place to place, to store for hire or on a gratuitous bailment, to use, to alter, and to make repairs or alterations of any such chattel or goods, or interest in any chattel or goods;

5. To demand, to receive, to obtain by action, proceeding or otherwise, any money or other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of a chattel or goods or of any interest in any chattel or goods, or of one or more of the transactions enumerated in this section, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly

made by him in the execution of the powers conferred on him by the statutory short form power of attorney;

6. To agree and to contract, in any manner, and with any person and on any terms, which the agent may select, for the accomplishment of any of the purposes enumerated in this section, and to perform, to rescind, to reform, to release or to modify any such agreement or contract or any other similar agreement or contract made by or on behalf of the principal;

7. To execute, to acknowledge, to seal and to deliver any conveyance, mortgage, lease, creation, revocation or modification of a trust ~~unless such creation, modification or revocation is a gift transaction governed by section 5-1514 of this title~~, notice, check or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

8. To prosecute, to defend, to submit to alternative dispute resolution, to settle, and to propose or to accept a compromise with respect to, any claim existing in favor of, or against, the principal based on or involving any chattel or goods transaction or to intervene in any action or proceeding relating thereto;

9. To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and

10. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, with respect to any chattel or goods or interest in any chattel or goods.

All powers described in this section 5-1502B of the general obligations law shall be exercisable equally with respect to any chattel or goods or interest in any chattel or goods owned by the principal at the giving of the power of attorney or thereafter acquired, and whether located in the state of New York or elsewhere.

§ 5-1502C. Construction--bond, share and commodity transactions

In a statutory short form power of attorney, the language conferring general authority with respect to "bond, share and commodity transactions," must be construed to mean that the principal authorizes the agent:

1. To accept as a gift, or as security for a loan, to reject, to demand, to buy, to receive, or otherwise to acquire either ownership or possession of, any bond, share, instrument of similar character, commodity interest or any instrument with respect thereto, together with the interest, dividends, proceeds or other distributions connected therewith;

2. To sell (including short sales), to exchange, to transfer either with or without a guaranty, to release, to surrender, to hypothecate, to pledge, to create, modify or revoke a trust ~~unless such creation, modification or revocation is a gift transaction governed by section 5-1514 of this title~~, to grant options concerning, to loan, to trade in, or otherwise to dispose of any bond, share, instrument of similar character, commodity interest or any instrument with respect thereto;

3. To release in whole or in part, to assign the whole or a part of, to satisfy in whole or in part, and to enforce by action, proceeding or otherwise, any pledge, incumbrance, lien or other claim as to any bond, share, instrument of similar character, commodity interest or any interest with

respect thereto, when such pledge, incumbrance, lien or other claim is owned, or claimed to be owned, by the principal;

4. To do any act of management or of conservation with respect to any bond, share, instrument of similar character, commodity interest or any instrument with respect thereto, owned or claimed to be owned by the principal or in which the principal has or claims to have an interest, including by way of illustration, but not of restriction, power to insure against any casualty, liability or loss, to obtain or to regain possession or to protect the principal's interest therein by action, proceeding or otherwise, to pay, to compromise or to contest taxes or assessments, to apply for refunds in connection therewith, to consent to and to participate in any reorganization, recapitalization, liquidation, merger, consolidation, sale or lease, or other change in or revival of a corporation or other association, or in the financial structure of any corporation or other association, or in the priorities, voting rights or other special rights with respect thereto, to become a depositor with any protective, reorganization or similar committee of the bond, share, other instrument of similar character, commodity interest or any instrument with respect thereto, belonging to the principal, to make any payments reasonably incident to the foregoing, to exercise or to sell any option, conversion or similar right, to vote in person or by the granting of a proxy (with or without the power of substitution), either discretionary, general or otherwise, for the accomplishment of any of the purposes enumerated in this section;

5. To carry in the name of a nominee selected by the agent any evidence of the ownership of any bond, share, other instrument of similar character, commodity interest or instrument with respect thereto, belonging to the principal;

6. To employ, in any way believed to be desirable by the agent, any bond, share, other instrument of similar character, commodity interest or any instrument with respect thereto, in which the principal has or claims to have any interest, for the protection or continued operation of any speculative or margin transaction personally begun or personally guaranteed, in whole or in part, by the principal;

7. To demand, to receive, to obtain by action, proceeding or otherwise, any money or other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of any interest in a bond, share, other instrument of similar character, commodity interest or any instrument with respect thereto, or of one or more of the transactions enumerated in this section, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short form power of attorney;

8. To agree and to contract, in any manner, and with any broker or other person, and on any terms, which the agent may select, for the accomplishment of any of the purposes enumerated in this section, and to perform, to rescind, to reform, to release or to modify any such agreement or contract or any other similar agreement made by or on behalf of the principal;

9. To execute, to acknowledge, to seal and to deliver any consent, agreement, authorization, creation, modification or revocation of a trust ~~unless such creation, declaration, modification or revocation is a gift transaction governed by section 5-1514 of this title~~, assignment, notice, waiver of notice, check, or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

10. To execute, to acknowledge and to file any report or certificate required by law or governmental regulation;

11. To prosecute, to defend, to submit to alternative dispute resolution, to settle and to propose or to accept a compromise with respect to, any claim existing in favor of, or against, the principal based on or involving any bond, share or commodity transaction or to intervene in any action or proceeding relating thereto;

12. To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and

13. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, with respect to any interest in any bond, share or other instrument of similar character, commodity, or instrument with respect to a commodity.

All powers described in this section 5-1502C of the general obligations law shall be exercisable equally with respect to any interest in any bond, share or other instrument of similar character, commodity, or instrument with respect to a commodity owned by the principal at the giving of the power of attorney or thereafter acquired, whether located in the state of New York or elsewhere.

§ 5-1502D. Construction--banking transactions

In a statutory short form power of attorney, the language conferring general authority with respect to "banking transactions," must be construed to mean that the principal authorizes the agent:

1. To continue, to modify to terminate and to make deposits to and withdrawals from any deposit account, including any joint account with the agent or totten trust for the benefit of the agent, or other banking arrangement made by or on behalf of the principal prior to the creation of the agency, provided, however, that:

(a) with respect to joint accounts existing at the creation of the agency, the authority granted hereby shall not include the power to change the title of the account by the addition of a new joint tenant or the deletion of an existing joint tenant, unless the authority to make such changes is *stated otherwise in the "Modifications" section of* ~~conveyed in a statutory gifts rider to~~ a statutory short form power of attorney or in a non-statutory power of attorney signed and dated by the principal with the signature of the principal duly acknowledged in the manner prescribed for the acknowledgement of a conveyance of real property, and which is executed pursuant to the requirements of section 5-1501B ~~paragraph (b) of subdivision nine of section 5-1514~~ of this title, and

(b) with respect to totten trust accounts existing at the creation of the agency, the authority granted hereby shall not include the power to add, delete, or otherwise change the designation of beneficiaries in effect for any such accounts, unless the authority to make such additions, deletions or changes is *stated otherwise in the "Modifications" section of* ~~conveyed in a statutory gifts rider to~~ a statutory short form power of attorney or in a non-statutory power of attorney

signed and dated by the principal with the signature of the principal duly acknowledged in the manner prescribed for the acknowledgment of a conveyance of real property, and which is executed pursuant to the requirements of section 5-1501B ~~paragraph (b) of subdivision nine of section 5-1514~~ of this title.

2. To open in the name of the principal or on behalf of the principal a deposit account of any type with any banker or in any banking institution selected by the agent, to make deposits to and withdrawals from any such deposit account, to hire such safe deposit box or vault space and to make such other contracts for the procuring of other services made available by any such banker or banking institution as the agent shall think to be desirable;

3. To make, to sign and to deliver checks or drafts for any purpose, to withdraw by check, order or otherwise any funds or property of the principal deposited with, or left in the custody of, any banker or banking institution, wherever located, either before or after the creation of the agency;

4. To prepare from time to time financial statements concerning the assets and liabilities or income and expenses of the principal, and to deliver statements so prepared to any banker, banking institution or other person, whom the agent believes to be reasonably entitled thereto;

5. To receive statements, vouchers, notices or other documents from any banker or banking institution and to act with respect thereto;

6. To have free access at any time or times to any safe deposit box or vault to which the principal might have access, if personally present;

7. To borrow money by bank overdraft, or by promissory note of the principal given for such period and at such interest rate as the agent shall select, to give such security out of the assets of the principal as the agent shall think to be desirable or necessary for any such borrowing, to pay, to renew or to extend the time of payment of any note so given or given by or on behalf of the principal, and to procure for the principal a loan from any banker or banking institution by any other procedure made available by such banker or institution;

8. To make, to assign, to indorse, to discount, to guarantee, and to negotiate, for any and all purposes, all promissory notes, bills of exchange, checks, drafts or other negotiable or non-negotiable paper of the principal, or payable to the principal or to his order, to receive the cash or other proceeds of any such transactions, to accept any bill of exchange or draft drawn by any person upon the principal, and to pay it when due;

9. To receive for the principal and to deal in and to deal with any trust receipt, warehouse receipt or other negotiable or non-negotiable instrument, in which the principal has or claims to have an interest;

10. To apply for and to receive letters of credit or travelers checks from any banker or banking institution selected by the agent, giving such indemnity or other agreements in connection therewith as the agent shall think to be desirable or necessary;

11. To consent to an extension in the time of payment with respect to any commercial paper or any banking transaction in which the principal has an interest or by which the principal is, or might be, affected in any way;

12. To pay, to compromise or to contest taxes or assessments and to apply for refunds in connection therewith;

13. To demand, to receive, to obtain by action, proceeding, or otherwise any money or other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of any banking transaction conducted by the principal himself, or by the agent in the execution of any of the powers described in this section, or partly by the principal and partly by the agent so acting, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly made by him in the execution of the powers conferred upon him by the statutory short form power of attorney;

14. To execute, to acknowledge, to seal and to deliver any instrument of any kind, in the name of the principal or otherwise, which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

15. To prosecute, to defend, to submit to alternative dispute resolution, to settle, and to propose or to accept a compromise with respect to, any claim existing in favor of, or against, the principal based on or involving any banking transaction or to intervene in any action or proceeding relating thereto;

16. To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and

17. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, in connection with any banking transaction which does or might in any way affect the financial or other interests of the principal.

All powers described in this section 5-1502D of the general obligations law shall be exercisable equally with respect to any banking transaction engaged in by the principal at the giving of the power of attorney or thereafter engaged in, and whether conducted in the state of New York or elsewhere.

§ 5-1502E. Construction--business operating transactions

In a statutory short form power of attorney, the language conferring general authority with respect to "business operating transactions," must be construed to mean that the principal authorizes the agent:

1. To the extent that an agent is permitted by law thus to act for a principal, to discharge and to perform any duty or liability and also to exercise any right, power, privilege or option which the principal has, or claims to have, under any contract of partnership whether the principal is a general or special partner thereunder, to enforce the terms of any such partnership agreement for the protection of the principal, by action, proceeding or otherwise, as the agent shall think to be desirable or necessary, and to defend, submit to alternative dispute resolution, settle or compromise any action or other legal proceeding to which the principal is a party because of his membership in said partnership;

2. To exercise in person or by proxy or to enforce by action, proceeding or otherwise, any right, power, privilege or option which the principal has as the holder of any bond, share, or other instrument of similar character and to defend, submit to alternative dispute resolution, settle or

compromise any action or other legal proceeding to which the principal is a party because of any such bond, share, or other instrument of similar character;

3. With respect to any business enterprise which is owned solely by the principal

a. to continue, to modify, to renegotiate, to extend and to terminate any contractual arrangements made with any person, firm, association or corporation whatsoever by or on behalf of the principal with respect thereto prior to the creation of the agency;

b. to determine the policy of such enterprise as to the location of the site or sites to be utilized for its operation, as to the nature and extent of the business to be undertaken by it, as to methods of manufacturing, selling, merchandising, financing, accounting and advertising to be employed in its operation, as to the amount and types of insurance to be carried, as to the mode of securing, compensating and dealing with accountants, attorneys, servants and other agents and employees required for its operation, to agree and to contract, in any manner, and with any person and on any terms, which the agent thinks to be desirable or necessary for effectuating any or all of such decisions of the agent as to policy, and to perform, to rescind, to reform, to release or to modify any such agreement or contract or any other similar agreement or contract made by or on behalf of the principal;

c. to change the name or form of organization under which such business is operated and to enter into such partnership agreement with other persons or to organize such corporation to take over the operation of such business, or any part thereof, as the agent shall think to be desirable or necessary;

d. to demand and to receive all moneys which are, or may become, due to the principal, or which may be claimed by the principal or on his behalf, in the operation of such enterprise, and to control and to disburse such funds in the operation of such enterprise in any way which the agent shall think to be desirable or necessary, to engage in any banking transactions which the agent shall think to be desirable or necessary for effectuating the execution of any of the powers of the agent described in this subdivision;

4. To prepare, to sign, to file and to deliver all reports, compilations of information, returns or other papers with respect to any business operating transaction of the principal, which are required by any governmental agency, department or instrumentality or which the agent shall think to be desirable or necessary for any purpose, and to make any payments with respect thereto;

5. To pay, to compromise or to contest taxes or assessments and to do any act or acts which the agent shall think to be desirable or necessary to protect the principal from illegal or unnecessary taxation, fines, penalties or assessments in connection with his business operations, including power to attempt to recover, in any manner permitted by law, sums paid before or after the creation of the agency as taxes, fines, penalties or assessments;

6. To demand, to receive, to obtain by action, proceeding or otherwise, any money, or other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of any business operation of such principal, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly made by him in the execution of the powers conferred upon him by the statutory short form power of attorney;

7. To execute, to acknowledge, to seal and to deliver any deed, assignment, mortgage, lease, notice, consent, agreement, authorization, check or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

8. To prosecute, to defend, to submit to alternative dispute resolution, to settle, and to propose or to accept a compromise with respect to, any claim existing in favor of, or against, the principal based on or involving any business operating transaction or to intervene in any action or proceeding relating thereto;

9. To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and

10. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, in connection with any business operated by the principal, which the agent shall think to be desirable or necessary for the furtherance or protection of the interests of the principal.

All powers described in this section 5-1502E of the general obligations law shall be exercisable equally with respect to any business in which the principal is interested at the creation of the agency or in which the principal shall thereafter become interested, and whether operated in the state of New York or elsewhere.

§ 5-1502F. Construction--insurance transactions

In a statutory short form power of attorney, the language conferring general authority with respect to "insurance transactions," must be construed to mean that the principal authorizes the agent:

1 To continue, to pay the premium or assessment on, to modify, to rescind, to release or to terminate any contract of life, accident, health, disability or liability insurance or any combination of such insurance procured by or on behalf of the principal prior to the creation of the agency which insures either the principal or any other person, without regard to whether the principal is or is not a beneficiary thereunder; provided, however, with respect to life insurance contracts existing at the creation of the agency, the authority granted hereby shall not include the power to add, delete or otherwise change the designation of beneficiaries in effect for any such contract, unless the authority to make such additions, deletions or changes is *stated otherwise in the "Modifications" section of conveyed in a statutory gifts rider to a statutory short form power of attorney or in a non-statutory power of attorney signed and dated by the principal with the signature of the principal duly acknowledged in the manner prescribed for the acknowledgment of a conveyance of real property, and which is executed pursuant to the requirements of section 5-1501B paragraph (b) of subdivision nine of section 5-1514* of this title;

2. To procure new, different or additional contracts of insurance protecting the principal with respect to ill-health, disability, accident or liability of any sort, to select the amount, the type of insurance contract and the mode of payment under each such policy, to pay the premium or assessment on, to modify, to rescind, to release or to terminate, any contract so procured by the agent ;

3. To apply for and to receive any available loan on the security of the contract of insurance, whether for the payment of a premium or for the procuring of cash, to surrender and thereupon to receive the cash surrender value, to exercise an election as to beneficiary or mode of payment, to change the manner of paying premiums, and to change or to convert the type of insurance contract, with respect to any contract of life, accident, health, disability or liability insurance as to which the principal has, or claims to have, any one or more of the powers described in this section; provided, however, that the authority granted hereby shall not include the power to add, delete or otherwise change the designation of beneficiaries in effect for any such contract, unless the authority to make such additions, deletions or changes is *stated otherwise in the "Modifications" section of* ~~conveyed in a statutory gifts rider to~~ a statutory short form power of attorney or in a non-statutory power of attorney signed and dated by the principal with the signature of the principal duly acknowledged in the manner prescribed for the acknowledgment of a conveyance of real property, and which is executed pursuant to the requirements of *section 5-1501B* ~~paragraph (b) of subdivision nine of section 1514~~ of this title;

4. To demand, to receive, to obtain by action, proceeding or otherwise, any money, dividend, or other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of any contract of insurance or of one or more of the transactions enumerated in this section, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short form power of attorney;

5. To apply for and to procure any available governmental aid in the guaranteeing or paying of premiums of any contract of insurance on the life of the principal;

6. To sell, to assign, to hypothecate, to borrow upon, or to pledge the interest of the principal in any contract of insurance;

7. To pay, from such proceeds or otherwise, to compromise or to contest, and to apply for refunds in connection with, any tax or assessment levied by a taxing authority with respect to any contract of insurance or the proceeds thereof or liability accruing by reason of such tax or assessment;

8. To agree and to contract, in any manner, and with any person and on any terms, which the agent may select for the accomplishment of any of the purposes enumerated in this section, and to perform, to rescind, to reform, to release or to modify any such agreement or contract;

9. To execute, to acknowledge, to seal and to deliver any consent, demand, request, application, agreement, indemnity, authorization, assignment, pledge, notice, check, receipt, waiver or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

10. To continue, to procure, to pay the premium or assessment on, to modify, to rescind, to release, to terminate or otherwise to deal with any contract of insurance, other than those enumerated in subdivisions one or two of this section, whether fire, marine, burglary, compensation, disability, liability, hurricane, casualty, or other type, or any combination of insurance, to do any act or acts with respect to any such contract or with respect to its proceeds or enforcement which the agent thinks to be desirable or necessary for the promotion or protection of the interests of the principal;

11. To prosecute, to defend, to submit to alternative dispute resolution, to settle, and to propose or to accept a compromise with respect to any claim existing in favor of, or against, the principal based on or involving any insurance transaction or to intervene in any action or proceeding relating thereto;

12. To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section and for the keeping of needed records thereof; and

13. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, in connection with procuring, supervising, managing, modifying, enforcing and terminating contracts of insurance in which the principal is the insured or is otherwise in any way interested.

All powers described in this section 5-1502F of the general obligations law shall be exercisable with respect to any contract of insurance in which the principal is in any way interested, whether made in the state of New York or elsewhere.

§ 5-1502G. Construction--estate transactions

In a statutory short form power of attorney, the language conferring general authority with respect to "estate transactions," must be construed to mean that the principal authorizes the agent:

1. To the extent that an agent is permitted by law thus to act for a principal, to apply for and to procure, in the name of the principal, letters of administration, letters testamentary, letters of trusteeship, or any other type of authority, either judicial or administrative, to act as a fiduciary of any sort;

2. To the extent that an agent is permitted by law thus to act for a principal, to represent and to act for the principal in all ways and in all matters affecting any estate of a decedent, absentee, infant or incompetent, or any trust or other fund, out of which the principal is entitled, or claims to be entitled, to some share or payment, or with respect to which the principal is a fiduciary;

3. Subject to the provisions of paragraph (d) of section 2-1.11 of the estates, powers and trusts law, to accept, to reject, to receive, to receipt for, to sell, to assign, to release, to pledge, to exchange, or to consent to a reduction in or modification of, any share in or payment from any estate, trust or other fund;

4. To demand, to obtain by action, proceeding or otherwise any money, or other thing of value to which the principal is, or may become, or may claim to be entitled by reason of the death testate or intestate of any person or of any testamentary disposition or of any trust or by reason of the administration of the estate of a decedent or absentee or of the guardianship of an infant or incompetent or the administration of any trust or other fund, to initiate, to participate in and to oppose any proceeding, judicial or otherwise, for the ascertainment of the meaning, validity or effect of any deed, will, declaration of trust, or other transaction affecting in any way the interest of the principal, to initiate, to participate in and to oppose any proceeding, judicial or otherwise, for the removal, substitution or surcharge of a fiduciary, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent

for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short form power of attorney;

5. To prepare, to sign, to file and to deliver all reports, compilations of information, returns or papers with respect to any interest had or claimed by or on behalf of the principal in any estate, trust, or other fund, to pay, to compromise or to contest, and to apply for refunds in connection with, any tax or assessment, with respect to any interest had or claimed by or on behalf of the principal in any estate, trust or other fund or by reason of the death of any person, or with respect to any property in which such interest is had or claimed;

6. To agree and to contract, in any manner, and with any person and on any terms, which the agent may select, for the accomplishment of the purposes enumerated in this section, and to perform, to rescind, to reform, to release, or to modify any such agreement or contract or any other similar agreement or contract made by or on behalf of the principal;

7. To execute, to acknowledge, to verify, to seal, to file and to deliver any consent, designation, pleading, notice, demand, election, conveyance, release, assignment, check, pledge, waiver, admission of service, notice of appearance or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

8. To submit to alternative dispute resolution or to settle, and to propose or to accept a compromise with respect to any controversy or claim which affects the estate of a decedent, absentee, infant or incompetent, or the administration of a trust or other fund, in any one of which the principal has, or claims to have, an interest, and to do any and all acts which the agent shall think to be desirable or necessary in effectuating such compromise;

9. To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants, when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and

10. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, with respect to the estate of a decedent, absentee, infant or incompetent, or the administration of a trust or other fund, in any one of which the principal has, or claims to have, an interest, or with respect to which the principal is a fiduciary.

All powers described in this section shall be exercisable equally with respect to any estate of a decedent, absentee, infant or incompetent, or the administration of any trust or other fund, in which the principal is interested at the giving of the power of attorney or may thereafter become interested, regardless of whether the estate, trust or other fund is specifically identified at the giving of the power of attorney and whether located in the state of New York or elsewhere.

§ 5-1502H. Construction--claims and litigation

In a statutory short form power of attorney, the language conferring general authority with respect to "claims and litigation," must be construed to mean that the principal authorizes the agent:

1. To assert and to prosecute before any court, administrative board, department, commissioner or other tribunal, any cause of action, claim, counterclaim, offset or defense, which the principal

has, or claims to have, against any individual, partnership, association, corporation, government, or other person or instrumentality, including, by way of illustration and not of restriction, power to sue for the recovery of land or of any other thing of value, for the recovery of damages sustained by the principal in any manner, for the elimination or modification of tax liability, for an injunction, for specific performance, or for any other relief;

2. To bring an action of interpleader or other action to determine adverse claims, to intervene or to interplead in any action or proceeding, and to act in any litigation as amicus curiae;

3. In connection with any action or proceeding or controversy, at law or otherwise, to apply for and, if possible, to procure a libel, an attachment, a garnishment, an order of arrest or other preliminary, provisional or intermediate relief and to resort to and to utilize in all ways permitted by law any available procedure for the effectuation or satisfaction of the judgment, order or decree obtained;

4. In connection with any action or proceeding, at law or otherwise, to perform any act which the principal might perform, including by way of illustration and not of restriction, acceptance of tender, offer of judgment, admission of any facts, submission of any controversy on an agreed statement of facts, consent to examination before trial, and generally to bind the principal in the conduct of any litigation or controversy as seems desirable to the agent;

5. To submit to alternative dispute resolution, to settle, and to propose or to accept a compromise with respect to, any claim existing in favor of or against the principal, or any litigation to which the principal is, or may become or be designated a party;

6. To waive the issuance and service of a summons, citation or other process upon the principal, to accept service of process, to appear for the principal, to designate persons upon whom process directed to the principal may be served, to execute and to file or deliver stipulations on the principal's behalf, to verify pleadings, to appeal to appellate tribunals, to procure and to give surety and indemnity bonds at such times and to such extent as the agent shall think to be desirable or necessary, to contract and pay for the preparation and printing of records and briefs, to receive and to execute and to file or deliver any consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument which the agent shall think to be desirable or necessary in connection with the prosecution, settlement or defense of any claim by or against the principal or of any litigation to which the principal is or may become or be designated a party;

7. To appear for, to represent and to act for the principal with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, whether of the principal or of some other person, with respect to any reorganization proceeding, or with respect to any receivership or application for the appointment of a receiver or trustee which, in any way, affects any interest of the principal in any land, chattel, bond, share, commodity interest, chose in action or other thing of value;

8. To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section;

9. To pay, from funds in his control or for the account of the principal, any judgment against the principal or any settlement which may be made in connection with any transaction enumerated in this section, and to receive and conserve any moneys or other things of value paid in settlement

of or as proceeds of one or more of the transactions enumerated in this section, and to receive and endorse checks and to deposit the same; and

10. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, in connection with any claim by or against the principal or with litigation to which the principal is or may become or be designated a party.

All powers described in this section 5-1502H of the general obligations law shall be exercisable equally with respect to any claim or litigation existing at the giving of the power of attorney or thereafter arising, and whether arising in the state of New York or elsewhere.

§ 5-1502I. Construction--personal and family maintenance

In a statutory short form power of attorney, the language conferring general authority with respect to "personal and family maintenance" must be construed to mean that the principal authorizes the agent:

- 1.** To do all acts necessary for maintaining the customary standard of living of the spouse and children, and other dependents of the principal, including by way of illustration and not by way of restriction, power to provide living quarters by purchase, lease or by other contract, or by payment of the operating costs, including interest, amortization payments, repairs and taxes, of premises owned by the principal and occupied by his family or dependents, to provide normal domestic help for the operation of the household, to provide usual vacations and usual travel expenses, to provide usual educational facilities, and to provide funds for all the current living costs of such spouse, children and other dependents, including, among other things, shelter, clothing, food and incidentals;
- 2.** To provide, whenever necessary, medical, dental and surgical care, hospitalization and custodial care for the spouse, children and other dependents of the principal;
- 3.** To continue whatever provision has been made by the principal, prior to the creation of the agency or thereafter, for his spouse, children and other dependents, with respect to automobiles, or other means of transportation, including by way of illustration but not by way of restriction, power to license, to insure and to replace any automobiles owned by the principal and customarily used by the spouse, children or other dependents of the principal;
- 4.** To continue whatever charge accounts have been operated by the principal prior to the creation of the agency or thereafter, for the convenience of his spouse, children or other dependents, to open such new accounts as the agent shall think to be desirable for the accomplishment of any of the purposes enumerated in this section, and to pay the items charged on such accounts by any person authorized or permitted by the principal to make such charges prior to the creation of the agency;
- 5.** To continue the discharge of any services or duties assumed by the principal, prior to the creation of the agency or thereafter, to any parent, relative or friend of the principal;
- 6.** To supervise and to enforce, to defend or to settle any claim by or against the principal arising out of property damages or personal injuries suffered by or caused by the principal, or under such circumstances that the loss resulting therefrom will, or may fall on the principal;

7. To continue payments incidental to the membership or affiliation of the principal in any church, club, society, order or other organization or to continue contributions thereto;

8. To demand, to receive, to obtain by action, proceeding or otherwise any money or other thing of value to which the principal is or may become or may claim to be entitled as salary, wages, commission or other remuneration for services performed, or as a dividend or distribution upon any stock, or as interest or principal upon any indebtedness, or any periodic distribution of profits from any partnership or business in which the principal has or claims an interest, and to endorse, collect or otherwise realize upon any instrument for the payment so received;

9. To prepare, to execute and to file all tax, social security, unemployment insurance and information returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government, to prepare, to execute and to file all other papers and instruments which the agent shall think to be desirable or necessary for the safeguarding of the principal against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation, and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which the principal is or may be liable;

10. To utilize any asset of the principal for the performance of the powers enumerated in this section, including by way of illustration and not by way of restriction, power to draw money by check or otherwise from any bank deposit of the principal, to sell any land, chattel, bond, share, commodity interest, chose in action or other asset of the principal, to borrow money and to pledge as security for such loan, any asset, including insurance, which belongs to the principal;

11. To execute, to acknowledge, to verify, to seal, to file and to deliver any application, consent, petition, notice, release, waiver, agreement or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

12. To prosecute, to defend, to submit to alternative dispute resolution, to settle, and to propose or to accept a compromise with respect to, any claim existing in favor of, or against, the principal based on or involving any transaction enumerated in this section or to intervene in any action or proceeding relating thereto;

13. To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof;

14. To continue gifts that the principal customarily made to individuals and charitable organizations prior to the creation of the agency, provided that in any one calendar year all such gifts shall not exceed five ~~hundred~~ thousand dollars in the aggregate; and

15. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, for the welfare of the spouse, children or dependents of the principal or for the preservation and maintenance of the other personal relationships of the principal to parents,

All powers described in this section 5-1502I of the general obligations law shall be exercisable equally whether the acts required for their execution shall relate to real or personal property owned by the principal at the giving of the power of attorney or thereafter acquired and whether such acts shall be performable in the state of New York or elsewhere.

§ 5-1502J. Construction--benefits from governmental programs or civil or military service

In a statutory short form power of attorney, the language conferring general authority with respect to "benefits from governmental programs or civil or military service," or in a statutory short form power of attorney properly executed in accordance with the laws in effect at the time of its execution, the language conferring authority with respect to "military service," must be construed to mean that the principal authorizes the agent:

- 1.** To execute vouchers in the name of the principal for allowances and reimbursements payable by the United States, or a foreign government or by a state or subdivision of a state, to the principal, including but not limited to allowances and reimbursements for transportation of the principal and of the principal's spouse, children and other dependents, and for shipment of household effects, to receive, to indorse and to collect the proceeds of any check payable to the order of the principal drawn on the treasurer or other fiscal officer or depository of the United States or a foreign government or of any state or subdivision thereof;
- 2.** To take possession and to order the removal and shipment of property of the principal from a post, warehouse, depot, dock or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate or other instrument for such purpose;
- 3.** To enroll in, apply for, select, reject, change, amend, or discontinue a benefit or program on the principal's behalf;
- 4.** To prepare, file and prosecute a claim of the principal to any benefit or assistance, financial or otherwise, to which the principal is, or claims to be, entitled, under a statute or governmental regulation, including any benefit or assistance which arises from or is based upon military service performed prior to or after the creation of the agency by the principal or by any person related by blood or by marriage to the principal, to execute any receipt or other instrument which the agent shall think to be desirable or necessary for the enforcement or for the collection of such claim;
- 5.** To receive the financial proceeds of any claim of the type described in this section, conserve, invest, disburse or use anything so received for a lawful purpose;
- 6.** To prosecute, defend, submit to alternative dispute resolution, settle, and propose or accept a compromise with respect to any benefit or assistance described in subdivision four of this section;
- 7.** To communicate with any representative or employee of a government, governmental subdivision, agency, or instrumentality on behalf of the principal;
- 8.** To hire, discharge, and compensate any attorney, accountant, expert witness, or other assistant or assistants when the agent shall think such action to be desirable for the proper execution of any of the powers described in this section; and
- 9.** In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, and which the agent shall think to be desirable or necessary, to assure to the principal, and to the dependents of the principal, the maximum possible benefit from governmental programs or from civil or military service

performed prior to or after the creation of the agency by the principal or by any person related by blood or marriage to the principal.

All powers described in this section shall be exercisable equally with respect to any benefits from governmental programs or civil or military service existing at the giving of the power of attorney or thereafter accruing, and whether accruing in the state of New York or elsewhere.

§ 5-1502K. Construction -- financial matters related to health care billing and payment matters; records, reports and statements]

In a statutory short form power of attorney, the language conferring general authority with respect to "financial matters related to health care billing and payment matters; records, reports and statements," or in a statutory short form power of attorney properly executed in accordance with the laws in effect at the time of its execution, the language conferring authority with respect to "records, reports and statements," must be construed to mean that the principal authorizes the agent:

1. ~~To access records relating to the provision of health care and to make decisions relating to the past, present or future payment for the provision of health care consented to by or on behalf of the principal or the principal's health care agent authorized under state law. In so doing the agent is acting as the principal's personal representative pursuant to sections 1171 through 1179 of the Social Security Act, as added by sections 262 and 264 of Public Law 104-191, and applicable regulations. This authority shall not include authorization for the agent to make other medical or health care decisions for the principal.~~ To be responsible for financial matters relating to the principal's health care, including, but not limited to, benefit entitlements and payment obligations, and in so doing, notwithstanding any law to the contrary, to receive from "health care providers" and "health plans," information, including, but not limited to, "protected health information" as defined in federal and state law, rules and regulations, in order to ascertain the benefits to which the principal is entitled and to determine the legitimacy and accuracy of charges for health care provided to the principal; to obtain for the principal the health care benefits to which the principal is entitled; to meet the principal's financial obligations, and pay bills due and owing, for health care provided to the principal; and to represent the principal, and to act as the principal's personal representative, with respect to financial matters pertaining to the principal's health care. This authority is limited to health care financial matters and shall not include authorization for the agent to make health care decisions for the principal.

2. To keep records of all cash received and disbursed for or on account of the principal, of all credits and debits to the account of the principal, and of all transactions affecting in any way the assets and liabilities of the principal;

3. To prepare, to execute and to file all tax, social security, unemployment insurance and information returns, required by the laws of the United States, of any state or of any subdivision thereof or of any foreign government, to prepare, to execute and to file all other papers and instruments which the agent shall think to be desirable or necessary for the safeguarding of the principal against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation;

4. To prepare, to execute and to file any record, report statement, or other document to safeguard or promote the principal's interest, under a statute or governmental regulation;

5. To hire, to discharge, and to compensate any attorney, accountant, or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section; and

6. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, in connection with the preparation, execution, filing, storage or other utilization of any records, reports or statements of or concerning the principal's affairs.

All powers described in this section shall be exercisable equally with respect to any health care billing and payment matters, and records, reports or statements of or concerning the affairs of the principal existing at the giving of the power of attorney or thereafter arising, and whether arising in the state of New York or elsewhere.

§ 5-1502L. Construction--retirement benefit transactions

In a statutory short form power of attorney, the language conferring general authority with respect to "retirement benefit transactions" must be construed to mean that the principal authorizes the agent:

1. To contribute to, withdraw from and deposit funds in any type of retirement benefit or plan (including, but not limited to, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and retirement plan, deferred compensation plan, individual retirement account, or any public pension fund or retirement system);

2. To make investment directions, to select and change payment options, and to exercise any other election for the principal with regard to any retirement benefit or plan in which the principal has an interest, provided, however, that the authority granted hereby shall not include the authority to add, delete, or otherwise change the designation of beneficiaries in effect for any such retirement benefit or plan, unless the authority to make such additions, deletions or changes is *stated otherwise in the "Modifications" section of* ~~conveyed in a statutory gifts rider to a~~ statutory short form power of attorney or in a non-statutory power of attorney signed and dated by the principal with the signature of the principal duly acknowledged in the manner prescribed for the acknowledgment of a conveyance of real property, and which is executed pursuant to the requirements of section 5-1501B ~~paragraph (b) of subdivision nine of section 5-1514~~ of this title;

3. To make rollover contributions from any retirement benefit or plan to other retirement benefits or plans;

4. To prepare, execute and deliver any application, agreement, trust agreement ~~unless such trust agreement is a gift transaction governed by section 5-1514 of this title~~, authorization, check or other instrument or document which may be required under the terms of any retirement benefit or plan in which the principal has an interest or by the administrator thereof, or which the agent deems useful for the accomplishment of any of the purposes enumerated in this section;

5. To represent the principal in any matter or thing relating to any interest that the principal has or may become entitled to under any retirement benefit or plan;

6. To prosecute, defend, submit to alternative dispute resolution, settle, and propose or accept a compromise with respect to any claim existing in favor of, or against, the principal based upon or

involving any retirement benefit or plan and to intervene in any action or proceeding relating thereto;

7. To hire, discharge, and compensate any attorney, accountant, expert witness or other assistant or assistants when the agent deems such action to be desirable for the proper execution by the agent of the powers described in this section or for the keeping of required records thereof; and

8. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, with respect to any retirement benefit or plan maintained by the principal or in which the principal has an interest or may thereafter have an interest.

All powers described in this section 5-1502L of the general obligations law shall be exercisable with respect to any retirement benefit or plan in which the principal has any interest, whether in the state of New York or elsewhere.

The powers explicitly authorized in the provisions of this section 5-1502L of the general obligations law shall not be construed to diminish any like powers authorized in any other section of title 15 of article 5 of the general obligations law. Accordingly, such powers as are authorized in any other section of title 15 of article 5 of the general obligations law shall be construed as if the provisions of this section do not exist.

§ 5-1502M. Construction--tax matters

In a statutory short form power of attorney, the language conferring general authority with respect to "tax matters", must be construed to mean that the principal authorizes the agent:

1. To prepare, sign, and file federal, state, local, and foreign income, gift, payroll, federal insurance contributions act returns, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents (including consents and agreements under United States Internal Revenue Code Section 2032A or cognate provisions of any successor statute), closing agreements, and any power of attorney required by the federal internal revenue service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and with respect to the tax year in which the power of attorney was executed and with respect to any subsequent tax year;

2. To pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the United States Internal Revenue Service or other taxing authority;

3. To exercise any election available to the principal under federal, state, local, or foreign tax law; and

4. To represent the principal, or to designate another person to represent the principal, in all tax matters for all tax periods before the United States Internal Revenue Service and any other taxing authority.

The powers explicitly authorized in the provisions of this section shall not be construed to diminish any like powers authorized in any other section of this title such as, but not limited to, those authorized in subdivision 9 of section 5-1502I of this title. Accordingly, such powers as are authorized in any other section of this title shall be construed as if the provisions of this section do not exist.

§ 5-1502N. Construction--all other matters

In a statutory short form power of attorney, the language conferring general authority with respect to "all other matters" must be construed to mean that the principal authorizes the agent to act as an alter ego of the principal with respect to any and all possible matters and affairs which are not enumerated in sections 5-1502A to 5-1502M, inclusive, of this title, and which the principal can do through an agent ; provided, however, that such authority shall not include authorization for the agent to designate a third party to act as agent for the principal or to make medical or other health care decisions for the principal, except as otherwise provided in subdivision one of section 5-1502K of this title.

§ 5-1503. Modifications of the statutory short form power of attorney ~~and of the statutory gifts rider~~

A power of attorney which satisfies the requirements of paragraphs (a), (b) and (c) of subdivision one of section 5-1501B and section 5-1513 of this title is not prevented from being a "statutory short form power of attorney", ~~and a document which satisfies the requirements of section 5-1514 of this title is not prevented from being a "statutory gifts rider" as either of these terms is used in the sections of this title,~~ by the fact that it also contains additional language at the section labeled "modifications" which:

1. Eliminates from the statutory short form power of attorney ~~or from the statutory gifts rider~~ one or more of the powers enumerated in one or more of the constructional sections of this title with respect to a subdivision of the statutory short form power of attorney ~~or of the statutory gifts rider~~, affirmatively chosen by the principal; or
2. Supplements one or more of the powers enumerated in one or more of the constructional sections in this title with respect to a subdivision of the statutory short form power of attorney ~~or of the statutory gifts rider~~, affirmatively chosen by the principal, by specifically listing additional powers of the agent; or
3. Makes some additional provision which is not inconsistent with the other provisions of the statutory short form power of attorney ~~or of the statutory gifts rider~~, including a provision revoking one or more powers of attorney previously executed by the principal.

§ 5-1504. Acceptance of and reliance upon acknowledged statutory short form power of attorney

1. (a) For purposes of this section "acknowledged" means purportedly verified before a notary public or other individual authorized to take acknowledgements.

(b) A person that in good faith accepts an acknowledged power of attorney without actual knowledge that the signature is not genuine may rely upon the presumption that the signature is genuine.

(c) A person that in good faith accepts an acknowledged power of attorney without actual knowledge that the power of attorney is void, invalid, or terminated, that the purported agent's authority is void, invalid, or terminated, or that the agent is exceeding or improperly exercising the agent's authority may rely upon the power of attorney as if the power of attorney were

genuine, valid and still in effect, the agent's authority were genuine, valid and still in effect, and the agent had not exceeded and had properly exercised the authority.

(d) A person that is asked to accept an acknowledged power of attorney may request, and rely upon, without further investigation:

(1) an agent's certification under penalty of perjury of any factual matter concerning the principal, agent, or power of attorney;

(2) an opinion of counsel as to any matter of law concerning the power of attorney if the person making the request provides in a writing or other record the reason for the request.

(e) An opinion of counsel requested under this section must be provided at the principal's expense unless the request is made more than seven business days after the power of attorney is presented for acceptance.

(f) For purposes of this section a person that conducts activities through employees is without actual knowledge of a fact relating to a power of attorney, a principal, or an agent if the employee conducting the transaction involving the power of attorney is without actual knowledge of the fact after making reasonable inquiry with respect thereto.

21. No third party located or doing business in this state shall refuse, without reasonable cause, to honor a statutory short form power of attorney properly executed in accordance with section 5-1501B of this title, ~~including a statutory short form power of attorney which is supplemented by a statutory gifts rider,~~ or a statutory short form power of attorney properly executed in accordance with the laws in effect at the time of its execution.

(a) Reasonable cause under this subdivision shall include, but not be limited to:

(1) the refusal by the agent to provide an original power of attorney or a copy certified by an attorney pursuant to section twenty-one hundred five of the civil practice law and rules, or by a court or other government entity;

(2) the third party's good faith referral of the principal and the agent to the local adult protective services unit;

(3) actual knowledge of a report having been made by any person to the local adult protective services unit alleging physical or financial abuse, neglect, exploitation or abandonment of the principal by the agent or a person acting for or with the agent;

(4) actual knowledge of the principal's death or a reasonable basis for believing the principal has died;

(5) actual knowledge of the incapacity of the principal or a reasonable basis for believing that the principal is incapacitated where the power of attorney tendered is a nondurable power of attorney;

(6) actual knowledge or a reasonable basis for believing that the principal was incapacitated at the time the power of attorney was executed;

(7) actual knowledge or a reasonable basis for believing that the power of attorney was procured through fraud, duress or undue influence;

(8) actual notice, pursuant to subdivision ~~three~~ five of this section, of the termination or revocation of the power of attorney; ~~or~~

(9) the refusal by a title insurance company to underwrite title insurance for a gift of real property made pursuant to a statutory ~~gifts rider~~ short form power of attorney or non-statutory power of attorney that does not contain express instructions or purposes of the principal with respect to gifts in the modification section of the statutory short form power of attorney or in the non-statutory power of attorney.

(10) the refusal of a request for a certification or an opinion of counsel under paragraph (d) of subdivision one of this Section; or

(11) the person in good faith reasonably believes that the power is not valid or that the agent does not have the authority to perform the act requested, whether or not a certification or an opinion of counsel under paragraph (d) of subdivision one of this Section has been requested or provided.

(b) It shall be deemed unreasonable for a third party to refuse to honor a statutory short form power of attorney properly executed in accordance with section 5-1501B of this title, including a statutory short form power of attorney which is supplemented by a statutory gifts rider, or a statutory short form power of attorney properly executed in accordance with the laws in effect at the time of its execution, if the only reason for the refusal is any of the following:

(1) the power of attorney is not on a form prescribed by the third party to whom the power of attorney is presented.

(2) there has been a lapse of time since the execution of the power of attorney.

(3) on the face of the statutory short form power of attorney, there is a lapse of time between the date of acknowledgment of the signature of the principal and the date of acknowledgment of the signature of any agent.

3. Not later than the seventh business day after presentation of a statutory short form power of attorney properly executed in accordance with section 5-1501B of this title or in accordance with the laws in effect at the time of its execution to a third party for acceptance, such third party shall either (i) honor the statutory short form power of attorney, or (ii) reject the statutory short form power of attorney in a writing that sets forth the reasons for such rejection, which writing shall be sent to the principal and the agent at the addresses on the power of attorney and such other addresses as provided by the principal or the agent or (iii) request the agent to execute an acknowledged affidavit pursuant to subdivision seven of this section stating that the power of attorney is in full force and effect if the statutory short form power of attorney was not submitted for acceptance together with such an acknowledged affidavit. If the third party initially rejects the statutory short form power of attorney in a writing that sets forth the reasons for such rejection, the third-party shall within five business days after receipt of a writing in response to the reasons for such rejection (i) honor the statutory short form power of attorney, or (ii) finally reject the statutory short form power of attorney in a writing that sets forth the reasons for such rejection. If the third party requests the agent to execute such an acknowledged affidavit, the third party shall honor such statutory short form power of attorney within five business days after receipt by the third party of an acknowledged affidavit which complies with the provisions of subdivision seven of this section, stating that the power of attorney is in full force and effect unless reasonable cause exists as described in subdivision 2(a) of this section.

24. Except as provided in subdivision ~~three~~ five of this section, it shall be deemed unlawful for a third party to unreasonably refuse to honor a properly executed statutory short form power of attorney properly executed in accordance with Section 5-1501B of this title ~~including a statutory short form power of attorney which is supplemented by a statutory gifts rider~~, or a statutory short form power of attorney properly executed in accordance with the laws in effect at the time of its execution. If a special proceeding as authorized by section 5-1510 of this title is brought to compel the third-party to honor the statutory short form power of attorney, the court may award damages, including reasonable attorney's fees and costs, to the agent if the court finds that the third party acted unreasonably in refusing to honor the agent's authority under the statutory short form power of attorney. Such special proceeding shall be the exclusive remedy for a violation of this section.

35. In the absence of actual knowledge that the principal lacked capacity to execute a statutory short form power of attorney or that the statutory short form power of attorney was procured through fraud, duress or undue influence, no third party receiving and retaining a ~~properly executed~~ statutory short form power of attorney properly executed in accordance with section 5-1501B of this title, ~~including a statutory short form power of attorney which is supplemented by a statutory gifts rider~~ or a statutory short form power of attorney properly executed in accordance with the laws in effect at the time of its execution, or a complete photostatic copy of the properly executed original thereof, nor any officer, agent, attorney-in-fact or employee of such third party shall incur any liability by reason of acting upon the authority thereof unless the third party shall have received actual notice of the revocation or termination of such power of attorney.

If a principal maintains an account at a financial institution, the financial institution is deemed to have actual notice after it has had a reasonable opportunity to act on a written notice of the revocation or termination following its receipt of the same at its office where such account is located.

46. If the application of the provisions of subdivision ~~one or two~~ or four of this section shall be held invalid to any third party the application of such provisions to any third party other than those to which it is held invalid, shall not be affected thereby.

57. When the power of attorney is presented to a third party, it shall not be deemed unreasonable for a third party to require the agent to execute an acknowledged affidavit pursuant to this subdivision stating that the power of attorney is in full force and effect. Such an affidavit is conclusive proof to the third party relying on the power of attorney that the power of attorney is valid and effective, and has not been terminated revoked or modified, except as to any third party who had actual notice that the power of attorney had terminated been revoked or been modified prior to the execution of the affidavit. Such affidavit shall state that:

(a) the agent does not have, at the time of the transaction, actual notice of the termination or revocation of the power of attorney, or notice of any facts indicating that the power of attorney has been terminated or revoked;

(b) the agent does not have, at the time of the transaction, actual notice that the power of attorney has been modified in any way that would affect the ability of the agent to authorize or engage in the transaction, or notice of any facts indicating that the power of attorney has been so modified;

(c) if the agent was named as a successor agent, the prior agent is no longer able or willing to serve ; and

(d) if the agent has been the principal's spouse, the power of attorney expressly provides that divorce or annulment as defined in subparagraph two of paragraph (f) of section 5-1.4 of the estates, powers and trusts law does not terminate the agent's authority thereunder, or the agent does not have actual notice that the marriage has been terminated by divorce or annulment as defined in subparagraph two of paragraph (f) of section 5-1.4 of the estates, powers and trusts law at the time of the transaction.

68. Nothing in this section shall require the acceptance of a form that is not a statutory short form power of attorney.

79. A statutory short form power of attorney or a non-statutory power of attorney that meets the requirements of subdivision one of section 5-1501B of this title shall be accepted for recording so long as it has been signed by one agent named therein whose signature has been acknowledged. If two or more agents acting on behalf of the principal are required to act together, the power of attorney shall be accepted for recording as long as their signatures have been acknowledged. When a successor or co-agent authorized to act separately from any other agents presents a certified copy of a recorded statutory short form power of attorney or non-statutory power of attorney with the agent's signature acknowledged, the instrument shall be accepted for recording.

§ 5-1505. Standard of care; fiduciary duties; compelling disclosure of record

1. Standard of care. In dealing with property of the principal, an agent shall observe the standard of care that would be observed by a prudent person dealing with property of another.

2. Fiduciary duties.

(a) An agent acting under a power of attorney has a fiduciary relationship with the principal. The fiduciary duties include but are not limited to each of the following obligations:

(1) To act according to any instructions from the principal or, where there are no instructions, in the best interest of the principal, and to avoid conflicts of interest.

(2) To keep the principal's property separate and distinct from any other property owned or controlled by the agent, except for property that is jointly owned by the principal and agent at the time of the execution of the power of attorney, and property that becomes jointly owned after the execution of the power of attorney as the result of the agent's acquisition of an interest in the principal's property by reason of the agent's exercise of authority granted in *the modification section of a statutory short form power of attorney gifts rider* or in a non-statutory power of attorney signed and dated by the principal with the signature of the principal duly acknowledged in the manner prescribed for the acknowledgment of a conveyance of real property, and which is executed pursuant to the requirements of paragraph (b) of subdivision nine of section 5-1514 of this title. The agent may not make gifts ~~to~~ *of* the principal's property to himself or herself without specific authorization in a power of attorney.

(3) To keep a record of all receipts, disbursements, and transactions entered into by the agent on behalf of the principal and to make such record and power of attorney available to the principal

or to third parties at the request of the principal. The agent shall make such record and a copy of the power of attorney available within fifteen days of a written request by any of the following:

- (i) a monitor;
- (ii) a co-agent or successor agent acting under the power of attorney;
- (iii) a government entity, or official thereof, investigating a report that the principal may be in need of protective or other services, or investigating a report of abuse or neglect;
- (iv) a court evaluator appointed pursuant to section 81.09 of the mental hygiene law;
- (v) a guardian ad litem appointed pursuant to section seventeen hundred fifty-four of the surrogate's court procedure act;
- (vi) the guardian or conservator of the estate of the principal, if such record has not already been provided to the court evaluator or guardian ad litem; or
- (vii) the personal representative of the estate of a deceased principal if such record has not already been provided to the guardian or conservator of the estate of the principal.

The failure of the agent to make the record available pursuant to this paragraph may result in a special proceeding under subdivision one of section 5-1510 of this title.

(b) The agent may be subject to liability for conduct or omissions which violate any fiduciary duty.

(c) The agent is not liable to third parties for any act pursuant to a power of attorney if the act was authorized at the time and the act did not violate subdivision one or two of this section.

3. Resignation.

(a) An agent who has signed the power of attorney may resign by giving written notice to the principal and the agent's co-agent, successor agent or the monitor, if one has been named, or the principal's guardian if one has been appointed. If no co-agent, successor agent, monitor or guardian is known to the agent and the principal is incapacitated or the agent has notice of any facts indicating the principal's incapacity, the agent may give written notice to a government entity having authority to protect the welfare of the principal, or may petition the court to approve the resignation.

(b) The principal may provide for alternative means for an agent's resignation in the power of attorney.

§ 5-1506. Compensation

1. An agent is not entitled to receive compensation from the assets of the principal for responsibilities performed under a power of attorney unless the principal specifically provides for compensation in the power of attorney.

2. An agent shall be entitled to receive reimbursement from the assets of the principal for reasonable expenses actually incurred in connection with the performance of the agent's responsibilities.

§ 5-1507. Signature of agent

1. (a) In any transaction where the agent is acting pursuant to a power of attorney and where the hand-written signature of the agent or principal is required, the agent shall disclose the principal and agent relationship by:

- (1) signing "(name of agent) as agent for (name of principal)"; or
- (2) signing "(name of principal) by (name of agent), as agent"; or
- (3) any similar written disclosure of the principal and agent relationship.

(b) A third party shall incur no liability for accepting a signature that does not meet the requirements of this subdivision.

2. When the agent engages in a transaction on behalf of the principal, the agent is attesting that:

- (a)** the agent has actual authority to engage in the transaction;
- (b)** the agent does not have, at the time of the transaction, actual notice of the termination or revocation of the power of attorney, or notice of any facts indicating that the power of attorney has been terminated or revoked;
- (c)** if the power of attorney is one which terminates upon the principal's incapacity, the agent does not have, at the time of the transaction actual notice of the principal's incapacity, or notice of any facts indicating the principal's incapacity.
- (d)** the agent does not have, at the time of the transaction, actual notice that the power of attorney has been modified in any way that would affect the ability of the agent to engage in the transaction, or notice of any facts indicating that the power of attorney has been so modified.

3. The attestation of the agent pursuant to subdivision two of this section is not effective as to any third party who had actual notice that the power of attorney had terminated or been revoked prior to the transaction.

§ 5-1508. Co-agents and successor agents

1. A principal may designate two or more persons to act as co-agents. Unless the principal provides otherwise in the power of attorney, the co-agents must act jointly. However, if prompt action is required to accomplish a purpose of the power of attorney and to avoid irreparable injury to the principal's interest and a co-agent is unavailable because of absence, illness or other temporary incapacity, the other co-agent or co-agents may act for the principal. Unless the principal provides otherwise in the power of attorney, if a vacancy occurs because of the death, resignation or incapacity of a co-agent, the remaining agent or agents may act for the principal.

2. A principal may designate one or more successor agents to serve, if any initial or predecessor agent resigns, dies, becomes incapacitated, is not qualified to serve or declines to serve. Unless the principal provides otherwise in the power of attorney, a successor agent has the same authority as that granted to an initial agent. A principal may provide for specific succession rules.

3. A co-agent or a successor agent acting under a power of attorney shall have the authority to request, receive and seek to compel a co-agent or predecessor agent to provide a record of all receipts, disbursements and transactions entered into by the agent on behalf of the principal.

4. Any person, other than an estate or a trust, may act as an agent, co-agent or successor agent under a power of attorney.

§ 5-1509. Appointment of monitor

A principal may appoint a monitor or monitors in the power of attorney who shall have the authority to request, receive and compel the agent to provide a record of all receipts, disbursements and transactions entered into by the agent on behalf of the principal, to request and receive such records held by third parties, and to request and receive a copy of the power of attorney. Nothing in this title shall be construed to impose a fiduciary duty on the monitor.

§ 5-1510. Special proceedings

1. If the agent has failed to make available a copy of the power of attorney and/or a record of all receipts, disbursements, and transactions entered into by the agent on behalf of a principal to a person who may request such record pursuant to subparagraph three of paragraph (a) of subdivision two of section 5-1505 of this title, that person may commence a special proceeding to compel the agent to produce a copy of the power of attorney and such record.

2. A special proceeding may be commenced pursuant to this section for any of the following additional purposes:

(a) to determine whether the power of attorney is valid;

(b) to determine whether the principal had capacity at the time the power of attorney was executed;

(c) to determine whether the power of attorney was procured through duress, fraud or undue influence;

(d) to determine whether the agent is entitled to receive compensation or whether the compensation received by the agent is reasonable for the responsibilities performed;

(e) to approve the record of all receipts, disbursements and transactions entered into by the agent on behalf of the principal;

(f) to remove the agent upon the grounds that the agent has violated, or is unfit, unable, or unwilling to perform, the fiduciary duties under the power of attorney;

(g) to determine how multiple agents must act;

(h) to construe any provision of a power of attorney; *or*

(i) to compel acceptance of the power of attorney ~~in which event the relief to be granted is limited to an order compelling acceptance.~~

A special proceeding may also be commenced by an agent who wishes to obtain court approval of his or her resignation.

3. A special proceeding may be commenced pursuant to subdivision two of this section by any person identified in subparagraph three of paragraph (a) of subdivision two of section 5-1505 of this title, the agent, the spouse, child or parent of the principal, the principal's successor in interest, or any third party who may be required to accept a power of attorney.

4. If a power of attorney is suspended or revoked under this section, or the agent is removed by the court, the court may require the agent to provide a record of all receipts, disbursements and transactions entered into by the agent on behalf of the principal and to deliver any property belonging to the principal and copies of records concerning the principal's property and affairs to a successor agent, a government entity or the principal's legal representative.

§ 5-1511. Termination or revocation of power of attorney; notice

1. A power of attorney terminates when:

- (a) the principal dies;
- (b) the principal becomes incapacitated, if the power of attorney is not durable;
- (c) the principal revokes the power of attorney;
- (d) the principal revokes the agent's authority and there is no co-agent or successor agent, or no co-agent or successor agent who is willing or able to serve;
- (e) the agent dies, becomes incapacitated or resigns and there is no co-agent or successor agent or no co-agent or successor agent who is willing or able to serve;
- (f) the authority of the agent terminates and there is no co-agent or successor agent or no co-agent or successor agent who is willing or able to serve;
- (g) the purpose of the power of attorney is accomplished; or
- (h) a court order revokes the power of attorney as provided in section 5-1510 of this title or in section 81.29 of the mental hygiene law.

2. An agent's authority terminates when:

- (a) the principal revokes the agent's authority;
- (b) the agent dies, becomes incapacitated or resigns;
- (c) the agent's marriage to the principal is terminated by divorce or annulment as defined in subparagraph two of paragraph (f) of section 5-1.4 of the estates, powers and trusts law, unless the power of attorney expressly provides otherwise. If the authority of an agent is revoked solely by this subdivision, it shall be revived by the principal's remarriage to the former spouse; or
- (d) the power of attorney terminates.

3. A principal may revoke a power of attorney :

- (a) in accordance with the terms of the power of attorney; or
- (b) by delivering a revocation of the power of attorney to the agent in person or by sending a signed and dated revocation by mail, courier, electronic transmission or facsimile to the agent's last known address. The agent must comply with the principal's revocation notwithstanding the actual or perceived incapacity of the principal unless the principal is subject to a guardianship under article eighty-one of the mental hygiene law.

4. Where a power of attorney has been recorded pursuant to section two hundred ninety-four of the real property law, the principal shall also record the revocation in the office in which the power of attorney is recorded pursuant to section three hundred twenty-six of the real property

law, provided the revocation complies with section three hundred seven of the state technology law.

5. (a) Termination of an agent's authority or of the power of attorney is not effective as to any third party who has not received actual notice of the termination and acts in good faith under the power of attorney. Any action so taken, unless otherwise invalid or unenforceable, shall bind the principal and the principal's successors in interest. A financial institution is deemed to have actual notice after it has had a reasonable opportunity to act on a written notice of the revocation or termination following receipt of the same at its office where an account is located.

(b) Termination of an agent's authority or of the power of attorney is not effective as to the agent until the agent has received a revocation as required by subdivision three of this section. An agent is deemed to have received a revocation when it has been delivered to the agent in person, or within a reasonable time after it has been sent by mail, courier, electronic transmission or facsimile in accordance with subdivision three of this section.

6. The execution of a power of attorney does not revoke any power of attorney previously executed by the principal.

§ 5-1512. Powers of attorney executed in other jurisdictions

Notwithstanding the provisions of section 5-1501B of this title, a power of attorney executed in another state or jurisdiction in compliance with the law of that state or jurisdiction or the law of this state is valid in this state, regardless of whether the principal is a domiciliary of this state. A power of attorney that complies with section 5-1501B of this title and is executed in another state or jurisdiction by a domiciliary of this state is valid in this state. A power of attorney executed in this state by a domiciliary of another state or jurisdiction in compliance with the law of that state or jurisdiction or the law of this state is valid in this state.

§ 5-1513. Statutory short form power of attorney

1. The use of the following form, *or one which substantially conforms to the following form*, in the creation of a power of attorney is lawful, and, when used, and executed in accordance with subdivision one of section 5-1501B of this title, it shall be construed as a statutory short form power of attorney in accordance with the provisions of this title, provided however, that any section indicated as "Optional" which is not used may be omitted and replaced by the words "Intentionally Omitted":

"POWER OF ATTORNEY

NEW YORK STATUTORY SHORT FORM

(a) 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.senate.state.ny.us or www.assembly.state.ny.us.

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.

(b) 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 a statement below they must act together ~~unless you initial the statement below.~~

() My agents must act TOGETHER.

() My agents may act SEPARATELY.

(c) 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 a statement below, successor ~~Successor~~ agents designated above must act together ~~unless you initial the statement below.~~

() My successor agents must act TOGETHER.

() My successor agents may act SEPARATELY.

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

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

(e) This POWER OF ATTORNEY DOES NOT REVOKE any Powers of Attorney previously executed by me unless I have stated otherwise below, under "Modifications." ~~If you do NOT intend to revoke your prior Powers of Attorney, and if you have granted the same authority in this Power of Attorney as you granted to another agent in a prior Power of Attorney, each agent can act separately unless you indicate under "Modifications" that the agents with the same authority are to act together.~~

(f) GRANT OF AUTHORITY:

To grant your agent 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 this authority, it will allow the agent to make gifts that you customarily have made to individuals, including the agent, and charitable organizations. The total amount of all such gifts in any one calendar year cannot exceed five ~~hundred~~ *thousand* dollars;

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

(K) *financial matters related to* health care ~~billing and payment matters~~; 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).

~~(g) MODIFICATIONS: (OPTIONAL)~~

~~In this section, you may make additional provisions, including language to limit or supplement authority granted to your agent.~~

~~However, you cannot use this Modifications section to grant your agent authority to make gifts or changes to interests in your property. If you wish to grant your agent such authority, you MUST complete the Statutory Gifts Rider.~~

~~(h) CERTAIN GIFT TRANSACTIONS: STATUTORY GIFTS RIDER (OPTIONAL)~~

~~In order to authorize your agent to make gifts in excess of an annual total of \$5,000 ~~\$500~~ 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 ~~initial the statement below and execute a Statutory Gifts Rider at the same time as this instrument.~~ expressly grant that authorization in the Modifications section below. If you wish to authorize your agent to make gifts to himself or herself, you must expressly grant such authorization in the Modifications section below. Granting such authority to your agent gives your agent the authority to take actions which could significantly reduce your property and/or change how your property is distributed at your death. Initialing the statement below by itself does not authorize your agent to make gifts. Your choice to grant such authority. ~~The preparation of the Statutory Gifts Rider should be discussed with supervised by a lawyer.~~~~

(h) 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, language to grant your agent the specific authority to make gifts to himself or herself, and/or language to grant your agent the specific authority to make other gift transactions and/or changes to interests in your property. Your agent 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."

(i) DESIGNATION OF MONITOR(S): (OPTIONAL)

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

() I wish to designate, whose address(es) is (are) as 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.

~~(j) COMPENSATION OF AGENT(S): (OPTIONAL)~~

~~Your agent 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, ~~initial the statement below. If you~~ 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.~~

(k) 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.

(l) 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.

(m) SIGNATURE AND ACKNOWLEDGMENT:

In Witness Whereof I have hereunto signed my name on

20 .

PRINCIPAL signs here: ==>

(acknowledgment)

(n) IMPORTANT INFORMATION FOR THE AGENT:

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

- (1)** act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;
- (2)** avoid conflicts that would impair your ability to act in the principal's best interest;
- (3)** keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
- (4)** keep a record ~~or of all receipts, payments, and~~ transactions conducted for the principal or keep all receipts of payments and transactions conducted for the principal; and
- (5)** disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manners: (Principal's Name) by (Your Signature) as Agent, or (your signature) as Agent for (Principal's Name).

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

Liability of agent:

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

(o) 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.

I/we,, have read the foregoing Power of Attorney. I am/we are the person(s) identified therein as agent(s) for the principal named therein.

I/we acknowledge my/our legal responsibilities.

In Witness Whereof I have hereunto signed my name on _____ *20* _____.

Agent(s) sign(s) here:==>

(acknowledgment(s))

(p) 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 agents can not use this power of attorney unless the agent(s) designated above is/are unable or unwilling to serve.

I/we, have read the foregoing Power of Attorney. I am/we are the person(s) identified therein as SUCCESSOR agent(s) for the principal named therein.

In Witness Whereof I have hereunto signed my name on _____ *20* _____.

Successor Agent(s) sign(s) here: ==>

(acknowledgment(s))"

~~§ 5-1514. Certain gift transactions; formal requirements; statutory form~~

~~1. If the principal intends to authorize the agent to make gifts other than gifts authorized by subdivision fourteen of section 5-1502I of this title, the principal must expressly grant such authority either in a statutory gifts rider to a statutory short form power of attorney or in a non-statutory power of attorney executed pursuant to the requirements of paragraph (b) of subdivision nine of this section.~~

~~2. The principal may authorize the agent to make gifts to the principal's spouse, children and more remote descendants, and parents, not to exceed, for each donee, the annual federal gift tax exclusion amount pursuant to the Internal Revenue Code. For gifts to the principal's 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 the principal's spouse agrees to split gift treatment pursuant to the Internal Revenue Code.~~

~~3. The principal may also authorize the agent to:~~

~~(a) make gifts up to a specified dollar amount, or unlimited in amount;~~

~~(b) make gifts to any person or persons;~~

~~(c) make gifts in any of the following ways:~~

~~(1) opening, modifying or terminating a deposit account in the name of the principal and other joint tenants;~~

~~(2) opening, modifying or terminating any other joint account in the name of the principal and other joint tenants;~~

~~(3) opening, modifying or terminating a bank account in trust form as described in section 7-5.1 of the estates, powers and trusts law, and designate or change the beneficiary or beneficiaries of such account;~~

~~(4) opening, modifying or terminating a transfer on death account as described in part four of article thirteen of the estates, powers and trusts law, and designate or change the beneficiary or beneficiaries of such account;~~

~~(5) changing the beneficiary or beneficiaries of any contract of insurance on the life of the principal or annuity contract for the benefit of the principal;~~

~~(6) procuring new, different or additional contracts of insurance on the life of the principal or annuity contracts for the benefit of the principal and designate the beneficiary or beneficiaries of any such contract;~~

~~(7) designating or changing the beneficiary or beneficiaries of any type of retirement benefit or plan;~~

~~(8) creating, amending, revoking or terminating an inter vivos trust; and~~

~~(9) opening, modifying or terminating other property interests or rights of survivorship, and designate or change the beneficiary or beneficiaries therein.~~

A gift to an individual authorized by this subdivision may be made outright, by exercise or release of a presently exercisable general or special power of appointment held by the principal, to a trust established or created for such individual, to a Uniform Transfers to Minors Act account for such individual (regardless of who is the custodian), or to a tuition savings account or prepaid tuition plan as defined under section 529 of the Internal Revenue Code for the benefit of such individual (without regard to who is the account owner or responsible individual for such account).

4. An agent may not:

~~(a) exercise any authority described in subdivision two or three of this section unless such authority is expressly granted in a statutory gifts rider to a statutory short form power of attorney or in a non-statutory power of attorney executed pursuant to the requirements of paragraph (b) of subdivision nine of this section;~~

~~(b) make a gift to himself or herself or create in himself or herself an interest in the principal's property pursuant to any grant of authority described in subdivision two or three of this section unless such authority is expressly granted in a statutory gifts rider to a statutory short form power of attorney or in a non-statutory power of attorney executed pursuant to the requirements of paragraph (b) of subdivision nine of this section.~~

~~5. Any authority granted to an agent pursuant to subdivision two or three or paragraph (b) of subdivision four of this section must be exercised according to any instructions in this document or in any other writing provided by the principal regarding the exercise of any authority, or otherwise for purposes which the agent reasonably deems to be in the best interest of the principal, specifically including financial, estate, or tax planning, including minimization of income, estate, inheritance, generation skipping transfer or gift taxes.~~

~~6. Construction of the provisions of the statutory gifts rider.~~

~~(a) In a statutory gifts rider to a statutory short form power of attorney, the language "I grant authority to my agent to make gifts to my spouse, children and more remote descendants, and parents, 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" must be construed to mean that the principal authorizes the agent:~~

~~(1) To make gifts on behalf of the principal to the principal's spouse, children and other descendants, and parents. Gifts to a donee shall not exceed in any calendar year the amount of the federal gift tax exclusion available to the principal under section 2503(b) of the Internal Revenue Code. Gifts may be made outright or by exercise or release of a presently exercisable general power or special power of appointment held by the principal, to a trust established or created for such individual (provided that gifts to such trust qualify for the federal gift tax exclusion under section 2503(b) or (c) of the Internal Revenue Code), to a Uniform Transfers to Minors Act account for such individual (regardless of who is the custodian), to a tuition savings account or prepaid tuition plan as defined under section 529 of the Internal Revenue Code for the benefit of such individual (without regard to who is the account owner or responsible person for such account);~~

~~(2) To make gifts up to twice the annual federal gift tax exclusion amount on behalf of both the principal and the principal's spouse, to the principal's children and other descendants, and parents, if the principal's spouse consents to the splitting of such gifts pursuant to section 2513 of the Internal Revenue Code;~~

~~(3) To consent, pursuant to Section 2513(a) of the Internal Revenue Code, to the splitting of gifts made by the principal's spouse to the principal's children and other descendants in any amount, and to the splitting of gifts made by the principal's spouse to any other persons in amounts not exceeding the aggregate annual gift tax exclusions for both spouses under Section 2503(b) of said Code (or cognate provisions of any successor statute); and~~

~~(4) To satisfy pledges made to organizations, whether charitable or otherwise, by the principal.~~

~~(b) Any authority granted to an agent under a statutory gifts rider to a statutory short form power of attorney must be construed to mean that the principal authorizes the agent:~~

~~(1) To prepare, execute, consent to on behalf of the principal, and file any return, report, declaration or other document required by the laws of the United States, or by any state or political subdivision thereof, or by any foreign country or political subdivision thereof, which the agent deems to be desirable or necessary with respect to any gift made under the authority of this section;~~

~~(2) To execute, acknowledge, seal and deliver any deed, assignment, agreement, trust agreement, authorization, check, or other instrument which the agent deems useful for the accomplishment of any of the purposes enumerated in this section;~~

~~(3) To prosecute, defend, submit to alternative dispute resolution, settle and propose or accept a compromise with respect to any claim existing in favor of or against the principal based on or involving any gift transaction or to intervene in any related action or proceeding;~~

~~(4) To hire, discharge and compensate any attorney, accountant, expert witness, or other assistant or assistants when the agent deems that action to be desirable for the proper execution by the agent of any of the authorities described in this section, and for the keeping of needed records thereof; and~~

~~(5) In general, and in addition to but not in contravention of all the specific acts listed in this section, to do any other act or acts which the agent deems desirable or necessary to complete any such gift on behalf of the principal.~~

~~(e) The authority explicitly authorized in this section shall be construed to include any like authority authorized in any other section of this title. Accordingly, such like authorities as are authorized in any other section of this title may not be exercised by the agent unless they are expressly granted to the agent in the statutory gifts rider or in a non-statutory power of attorney executed pursuant to the requirements of paragraph (b) of subdivision nine of this section.~~

~~(d) The statutory gifts rider may be modified pursuant to section 5-1503 of this title to contain additional provisions authorizing the agent to make any or all of the transactions specified in subdivision three of this section.~~

~~7. All authority described in this section shall be exercisable equally with respect to a gift of any property in which the principal is interested at the time the power of attorney is given or in which the principal becomes interested after that time, and whether located in this state or elsewhere.~~

~~8. If, after naming the spouse as a permissible recipient of gifting the principal's marriage is terminated by divorce or annulment as defined in subparagraph two of paragraph (f) of section 5-1.4 of the estates, powers and trusts law, the divorce or annulment revokes the authority to gift to the former spouse, unless the statutory gifts rider or the non-statutory power of attorney executed pursuant to the requirements of paragraph (b) of subdivision nine of this section expressly provides otherwise. If the authority to gift to the former spouse is revoked solely by this subdivision, it shall be revived by the principal's remarriage to the former spouse.~~

~~9. To be valid, a statutory gifts rider to a statutory short form power of attorney must:~~

~~(a) Be typed or printed using letters which are legible or of clear type no less than twelve point in size, or, if in writing, a reasonable equivalent thereof.~~

~~(b) Be signed and dated by a principal with capacity, with the signature of the principal duly acknowledged in the manner prescribed for the acknowledgment of a conveyance of real property, and witnessed by two persons who are not named in the instrument as permissible recipients of gifts in the manner described in subparagraph two of paragraph (a) of section 3-2.1 of the estates, powers and trusts law. The person who takes the acknowledgment, under this paragraph, may also serve as one of the witnesses.~~

~~(c) Be accompanied by a statutory short form power of attorney in which the authority (SGR) is initialed by the principal.~~

~~(d) Be executed simultaneously with the statutory short form power of attorney and in the manner provided in this section.~~

~~10. The use of the following shall be construed as the "Statutory Gifts Rider" for a statutory short form power of attorney: GIFTS RIDER FOR CERTAIN GIFT TRANSACTIONS~~

~~"POWER OF ATTORNEY~~

~~NEW YORK STATUTORY~~

~~AUTHORIZATION~~

~~CAUTION TO THE PRINCIPAL: This OPTIONAL rider allows you to authorize your agent to make gifts in excess of an annual total of \$ 500 for all gifts described in (I) of the Grant of Authority section of the statutory short form Power of Attorney (under personal and family maintenance), or certain other gift transactions during your lifetime. You do not have to execute this rider if you only want your agent to make gifts described in (I) of the Grant of Authority section of the statutory short form Power of Attorney and you initialed "(I)" on that section of that form. Granting any of the following authority to your agent gives your agent the authority to take actions which could significantly reduce your property or change how your property is distributed at your death. "Certain gift transactions" are described in section 5-1514 of the General Obligations Law. This Gifts Rider does not require your agent to exercise granted authority, but when he or she exercises this authority, he or she must act according to any instructions you provide, or otherwise in your best interest.~~

~~This Gifts Rider and the Power of Attorney it supplements must be read together as a single instrument.~~

~~Before signing this document authorizing your agent to make gifts you should seek legal advice to ensure that your intentions are clearly and properly expressed.~~

~~(a) GRANT OF LIMITED AUTHORITY TO MAKE GIFTS~~

~~Granting gifting authority to your agent gives your agent the authority to take actions which could significantly reduce your property.~~

~~If you wish to allow your agent to make gifts to himself or herself, you must separately grant that authority in subdivision (c) below.~~

~~To grant your agent the gifting authority provided below, initial the bracket to the left of the authority.~~

~~() I grant authority to my agent to make gifts to my spouse, children and more remote descendants, and parents, 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 reasonably deems to be in my best interest.~~

~~(b) MODIFICATIONS:~~

Use this section if you wish to authorize gifts in amounts smaller than the gift tax exclusion amount, in amounts in excess of the gift tax exclusion amount, gifts to other beneficiaries, or other gift transactions.

Granting such authority to your agent gives your agent the authority to take actions which could significantly reduce your property and/or change how your property is distributed at your death. If you wish to authorize your agent to make gifts to himself or herself, you must separately grant that authority in subdivision (c) below.

~~() I grant the following authority to my agent to make gifts pursuant to my instructions, or otherwise for purposes which the agent reasonably deems to be in my best interest :~~

~~(c) GRANT OF SPECIFIC AUTHORITY FOR AN AGENT TO MAKE GIFTS TO HIMSELF OR HERSELF: (OPTIONAL) If you wish to authorize your agent to make gifts to himself or herself, you must grant that authority in this section, indicating to which agent(s) the authorization is granted, and any limitations and guidelines. () I grant specific authority for the following agent(s) to make the following gifts to himself or herself: This authority must be exercised pursuant to my instructions, or otherwise for purposes which the agent reasonably deems to be in my best interest.~~

~~(d) 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 Statutory Gifts Rider.~~

~~(e) SIGNATURE OF PRINCIPAL AND ACKNOWLEDGMENT:~~

~~In Witness Whereof I have hereunto signed my name on, 20-~~

~~PRINCIPAL signs here:~~

~~(acknowledgment)~~

~~(f) SIGNATURES OF WITNESSES:~~

~~By signing as a witness, I acknowledge that the principal signed the Statutory Gifts Rider in my presence and 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 Statutory Gifts Rider reflects his or her wishes and that he or she has signed it voluntarily. I am not named herein as a permissible recipient of gifts.~~

~~(g) This document prepared by:~~

EFFECTIVE DATE:

"This act shall take effect on the thirtieth day after it shall have become a law. Provided, that any statutory short form power of attorney and any statutory gifts rider executed by the principal and valid at the time executed by the principal shall remain valid as will any revocation of a prior power of attorney that was delivered to the agent before the effective date of this act."