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## DURABLE NON-STATUTORY POWER OF ATTORNEY FOR COMMERCIAL PURPOSES

The powers you grant below continue to be effective should you become disabled or incompetent.

### CAUTION TO THE PRINCIPAL:

As the “principal,” you give the person whom you choose (your “Agent”) broad powers to handle your property and make decisions on your behalf by granting the Agent authority to spend your money and sell or dispose of your property without telling you, as well as to enter into binding agreements requiring your performance. These powers will continue to exist even after you become disabled or incompetent. You do not lose your authority to act even though you have given your agent similar authority. 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 can act on your behalf only after signing the

### DESIGNATION OF AGENT(S):

*name and address of principal*

I,

*name(s) and address(es) of agent(s)*

If you designate more than one agent above, they must act together unless you initial the statement below.

[ ] My agents may act SEPARATELY.

hereby appoint:

as my agent(s)

### DESIGNATION OF SUCCESSOR AGENT(S): (OPTIONAL)

If every 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)*

Successor agents designated above must act together unless you initial the statement below.

[ ] My successor agents may act SEPARATELY.

**This Durable Power of Attorney shall not be affected by my subsequent disability or incompetence.**

### 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 (E), and initial the bracket at (E). If you initial (E), you do not need to initial the other lines.

I grant authority to my Agent(s) with respect to the following subjects, solely in connection with business and/or commercial purposes, including for investment purposes:

[ ] (A) commercial, industrial and/or investment real estate transactions (as opposed to real estate transactions wherein the real estate is solely for Principal’s personal use), including the following:

- 1. To purchase or otherwise acquire any estate or interest in land, and/or any buildings, structures, improvements or fixtures thereon (collectively, “Real Property”);
- 2. To sell, exchange, convey, release, mortgage, encumber, partition, to create, modify or revoke a trust, to grant options concerning, lease, sublet or otherwise dispose of, any interest in Real Property;
- 3. To release, assign and/or satisfy, and to enforce by legal proceeding or otherwise, any mortgage, encumbrance, lien or other claim to Real Property;
- 4. To manage or conserve any interest in Real Property including,

Power of Attorney before a notary public.

If you are revoking a prior Power of Attorney by executing this 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.

Your Agent cannot make health care decisions for you. You may sign a “Health Care Proxy” to accomplish this.

Your Agent cannot make decisions for you relating to non-business or non-commercial purposes. You may execute a “New York Statutory Short Form Power of Attorney” to accomplish this.

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.

but not limited to, to insure against any casualty, liability or loss, to obtain or regain possession or to protect such estate or interest, to pay, compromise or 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 to Real Property;

5. To develop, alter, replace, remove, erect or install structures, fixtures or other improvements upon any Real Property;

6. To demand, receive, and/or obtain by legal proceeding or otherwise, any thing of value to which the Principal is, or may claim to be entitled, as the proceeds of an interest in Real

Property and, to conserve, invest, disburse or utilize anything so received, and to reimburse the Agent for any expenditures properly made on Principal's behalf;

7. To participate in any reorganization with respect to Real Property and to receive and to hold any shares, certificates or other evidence of ownership, in an entity, or instruments of similar character received in accordance with such reorganization, and to act with respect thereto, including, but not limited to, power to sell or otherwise dispose of such shares, membership interests or partnership interests;

8. To agree and to contract with any person and on any terms for the accomplishment of any of the purposes enumerated herein, and to perform, rescind, release or modify any such contract or other agreement made by or on behalf of the Principal;

9. To execute, acknowledge and deliver any deed, trust instrument,

mortgage, lease, notice, check or other instrument which the Agent may think useful for the accomplishment of any of the purposes enumerated herein;

10. To prosecute, defend, submit to mediation, arbitration or alternative dispute resolution (collectively, "ADR") and to settle, any claim existing in favor of, or against, the Principal based on or involving any real estate transaction;

11. To hire, discharge and compensate any attorney, accountant, appraiser, broker, consultant, expert witness or other assistant or assistants (collectively, "3rd Party Professionals") for the proper execution by Agent of the powers described herein, and for the keeping of records thereof; and

12. In addition to all the specific acts set forth herein, to do any other acts, which the Principal can do through an Agent, with respect to any estate or interest in Real Property.

All powers in this section shall be exercisable equally with respect to any estate or interest in Real Property 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.

[ ] (B) chattel and goods transactions, including the following:

1. To purchase or acquire any chattel or goods or any interest in any chattel or goods;

2. To sell, exchange, convey, release, mortgage, encumber, pledge, to create, modify or revoke a trust, to grant options concerning, to lease, or otherwise dispose of chattel or goods, or any interest in chattel or goods;

3. To release, assign and/or satisfy, and to enforce by legal proceeding or otherwise, any encumbrance, 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 chattel or goods;

4. To manage or conserve any chattel or goods or any interest in chattel or goods owned by the Principal;

5. To demand, receive, obtain by legal proceeding or otherwise, any thing of value to which the Principal is, or may claim to be entitled as the proceeds of a chattel or goods and to conserve, invest, disburse or utilize anything so received, and to reimburse the Agent for any expenditures properly made on Principal's behalf;

6. To agree and to contract with any person and on any terms, for the accomplishment of any of the purposes enumerated herein, and to perform, rescind, release or modify any such contract or other agreement made by or on behalf of the Principal;

7. To execute, acknowledge and deliver any conveyance, lease, trust instrument, notice, check or other instrument which the Agent may think useful for the accomplishment of any of the purposes enumerated herein;

8. To prosecute, defend, submit to ADR, and to settle, any claim existing in favor of, or against, the Principal based on or involving any chattel or goods transaction;

9. To hire, discharge and compensate any 3rd Party Professionals for the proper execution by Agent of the powers described herein, and for the keeping of records thereof; and

10. In addition to all the specific acts set forth herein, to do any other acts, which the Principal can do through an Agent, with respect to any chattel or goods or any interest in chattel or goods.

All powers described herein shall be exercisable equally with respect to chattel or goods or interest in 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.

[ ] (C) bond, share, and commodity transactions, including the following:

1. To purchase or acquire any bond, share, limited liability company or partnership interest, instrument of similar character, commodity interest or any instrument with respect thereto;

2. To sell (including short sales), exchange, transfer, to release, hypothecate, pledge, to create, modify or revoke a trust, to grant options concerning, to loan, to trade in, or otherwise dispose of any bond, share, limited liability company or partnership interest, instrument of similar character, commodity interest or any instrument with respect thereto;

3. To release, assign and/or satisfy in whole or in part, and to enforce by legal proceeding or otherwise, any pledge, encumbrance, lien or other claim as to any bond, share, limited liability company or partnership interest, instrument of similar character, commodity interest or any interest with respect thereto, when such pledge, encumbrance, lien or other claim is owned, or claimed to be owned, by the Principal;

4. To manage or conserve any bond, share, limited liability company or partnership interest, instrument of similar character, commodity interest or any instrument with respect thereto, for the accomplishment of any of the purposes enumerated herein;

5. To employ any bond, share, limited liability company or partnership interest, 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;

6. To demand, receive, obtain by legal proceeding or otherwise, any money or other thing of value to which the Principal is, or may claim to be entitled as the proceeds of any interest in a bond, share, limited liability company or partnership interest, instrument of similar character, commodity interest or any instrument with respect thereto, or of one or more of the transactions enumerated herein, to conserve, invest, disburse or utilize anything so received for purposes enumerated herein, and to reimburse the Agent for any expenditures properly made on Principal's behalf;

7. To agree and to contract with any broker, agent or other person, and on any terms, for the accomplishment of any of the purposes enumerated herein, and to perform, rescind, release or modify any agreement or contract or other similar agreement made by or on behalf of the Principal;

8. To execute, acknowledge and deliver any deed, trust instrument, mortgage, lease, notice, check or other instrument which the Agent may think useful for the accomplishment of any of the purposes enumerated herein;

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

10. To prosecute, defend, submit to alternate dispute resolution, and to settle, any claim existing in favor of, or against, the Principal based on or involving any bond, share, limited liability company or partnership interest or commodity transaction;

11. To hire, discharge, and compensate any 3rd Party Professionals for the proper execution by Agent of the powers

All powers described herein shall be exercisable equally with respect to any bond, share, limited liability company interest, general or limited partnership interest, instrument of similar character, commodity interest or instrument with respect thereto 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.

[ ] (D) claims and litigation, including the following:

- 1. To prosecute, defend, assert counterclaims, cross-claims and otherwise appear and act on behalf of Principal before any court, administrative board, arbitrator panel, or other tribunal, any cause of action, claim, counterclaim or defense, which the Principal has, or claims to have, against any individual, trust, entity, government or governmental agency, or other person or instrumentality, including, but not limited to, power to sue for the recovery of any thing of value, for the recovery of damages sustained by the Principal, for the elimination or modification of tax liability, for an injunction, for specific performance, or for any other relief; to apply for and, to procure a libel, attachment, garnishment, receivership, order of arrest or other relief; to utilize any available procedure permitted by law for the effectuation or satisfaction of the judgment, order or decree obtained, or for any other relief;
- 2. To submit to ADR, and to settle, 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;
- 3. To represent and to act for the Principal with respect to bankruptcy or insolvency proceedings, with respect to any reorgani-

zation proceeding, or with respect to any receivership or application for the appointment of a receiver or trustee which affects any interest of the Principal;

4. To hire, discharge, and compensate any 3rd Party Professionals for the proper execution by Agent of the powers described herein;

5. To pay, for the account of the Principal, any judgment against the Principal or any settlement which may be made in connection with any transaction enumerated herein, and to receive and conserve any things of value paid in settlement of, or as proceeds of, one or more of the transactions enumerated herein, and to receive and endorse checks and to deposit the same; and

6. In addition to all the specific acts set forth herein, to do any other 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, associated with a business or commercial purpose of the Principal.

All powers described herein 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.

[ ] (E) EACH of the matters identified by the following letters: \_\_\_\_\_ .

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

**LIMITATION:** This Power of Attorney and the grants of authority set forth herein, are limited solely to matters pertaining to

**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.

*delete if inapplicable*

This Durable Power of Attorney may be revoked by me at any time.

In Witness Whereof I have hereunto signed my name

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*Sign before a notary public*

**PRINCIPAL signs here:**  \_\_\_\_\_

STATE OF NEW YORK, COUNTY OF

ss.:

On

before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
*(signature and office of person taking acknowledgment)*

**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 which imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- (1) act according to any instructions from the Principal, or, where there are no instructions, in the Principal's best interest;
- (2) avoid conflicts that would impair your ability to act in the Principal's best interest;
- (3) keep the Principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
- (4) keep a record of all receipts, payments, and transac-

tions conducted for the Principal; and

- (5) disclose your identity as an agent whenever you act or the Principal by writing or printing the Principal's name and signing your own name as "agent" in either of the following manner: (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 give gifts to yourself or others. You may resign by giving written notice to the Principal and to any co-agent, successor agent, monitor if one has been named herein 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:** 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.

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.

*Sign before a notary public*      **AGENT(S) sign(s) here:**  \_\_\_\_\_

State of New York, County of \_\_\_\_\_ ss:  
On \_\_\_\_\_ before me, the undersigned,  
personally appeared

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:  
On \_\_\_\_\_ before me, the undersigned,  
personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
*(signature and office of individual taking acknowledgment)*

\_\_\_\_\_  
*(signature and office of individual taking acknowledgment)*

*Sign before a notary public*      **AFFIDAVIT THAT POWER OF ATTORNEY IS IN FULL FORCE AND EFFECT**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ ss.:  
being duly sworn, deposes and says:

- 1. The Principal appointed me as the Principal's true and lawful agent in the within Power of Attorney.
- 2. I do not have, at the time of this 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;
- 3. I do not have, at the time of this transaction, actual notice that the Power of Attorney has been modified in any way that would affect my ability as the agent to authorize or engage in the transaction, or notice of any facts indicating that the Power of Attorney has been so modified; and
- 4. I make this affidavit for the purpose of inducing to accept delivery of the following Instrument(s), as executed by me in my capacity as the agent, with full knowledge that this affidavit will be relied upon in accepting the execution and delivery of the Instrument(s) and in paying good and valuable consideration therefor:

I am the successor agent; the prior agent is no longer able or willing to serve.

Sworn to before me on \_\_\_\_\_

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**DURABLE NON-STATUTORY POWER OF ATTORNEY  
FOR COMMERCIAL PURPOSES**

Principal

Agent(s)

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Record and Return To: