INSIDE THE MINDS

Estate Planning Client Strategies

Leading Lawyers on Understanding the Client's Goals, Using Trusts Effectively, and Planning in a Changing Economic Climate

ASPATORE

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Avoiding Potential Pitfalls for the Estate Planning Client

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Introduction

My practice comprises managing the Tax, Trusts, and Estates division of a large Long Island law firm, and representing individuals and businesses before the Internal Revenue Service, the New York State Department of Taxation and Finance, in various courts handling civil and criminal tax matters, and spending significant time handling will and estate contests. Another important area of my practice is, along with my staff, helping individuals plan their estates for orderly transfer of assets to their chosen beneficiaries at minimal cost and tax.

As a tax practitioner who handles will contests, I am able to provide insight into why many estates end in controversy, and provide valuable understanding about what is likely to happen when the client dies. The controversies I see most often arise as the result of multiple marriages and children from different marriages, all arguing over who should have received the deceased's assets. Knowing the will contest area can help an estate planning attorney understand that when the plan is put together the attorney must counsel the client to consider what will *really* happen when that client passes away. For example, while the plan looks good on paper, questions that need to be asked include how will the second or third spouse deal with the plan, and how will the various children (possibly from different spouses, natural born, adopted, or stepchildren who are not adopted children) deal with the estate plan and what the deceased client wanted to occur.

Common Estate Planning Challenges

Dealing with Interaction of Federal and State Statutes

Estate planning for the typical client has become more difficult due to the interaction of increasing numbers of federal and state statutes. The most important statutes that influence estate planning are the Internal Revenue Code and the various state tax codes, such as the New York State tax statutes. When a client or client's dependant is living with a disability, the Medicaid laws in effect in a state determine what assets an individual can own and still obtain governmental assistance for nursing homes, aides, and other important issues.

Inasmuch as most clients are looking to pay their respective state and the federal government the least amount of taxes, whether income or estate tax, the interaction of the Internal Revenue Code provisions relative to estate taxation and the various state laws involving taxation of estates make understanding those statutes extremely important to the attorney planning a client's estate.

For example, many clients come to the attorney with all of their assets jointly owned. Unless those assets are dealt with and the title is changed to individual ownership of the client and his spouse, it does not matter what the will for that client states. At his or her death, all of the assets will pass under the laws of the state that address joint ownership of assets. Only assets in the deceased's own name will be dealt with by the deceased's will. Therefore, even the best estate planning will have no effect if the client does not have his asset ownership held in a way that will be reactive to the provisions of the will that is drafted for that client. The attorney must be mindful of the fact that he or she must guide the client in asset ownership appropriately so that the client and his family can be assured that all of the estate planning documentation works.

Motivation for Estate Planning

Some clients seek an estate plan for purposes of minimizing the estate taxes that their heirs may have to pay, thus diminishing the assets that the heirs will receive. Others seek governmental assistance (Medicaid planning) as opposed to saving estate taxes. Still others seek both. Planning for Medicaid eligibility, governmental assistance, and minimizing taxes may require mutually exclusive planning techniques.

Another common reason for estate planning is to arrange for the care of spouses or children living with disabilities. These clients must plan how the assets can be used for the person with a disability without disqualifying that person from receiving the services and governmental support due that person because of his specific circumstance. The client must also think about how that individual will receive support after the client dies.

Attorney's Personal Beliefs

When working with a client, the attorney must develop an understanding of the client's identity, what he or she wants to achieve from the estate

planning, and how to achieve the desired results—if they are practical and legal. When discussing the practicality of what the client wants, it is important to consider a number of factors. These can include the consequences of the client's desires; statutory restrictions on disposition and transfer of assets; contractual limitations that might exist in situations involving small closely-held businesses, condominiums, and cooperative real estate ownership and homeowner association issues; property residencies of adult-only home owners over a certain age; and other restrictive issues. The attorney must not assert his or her private values, opinions, and beliefs into the mind of the client. When the client has been given full information regarding the options he is considering and the results of entering into any of those options, the client's wishes should be honored. An attorney should not refuse to act on what the client wishes because of personal beliefs or prejudices held by the attorney. The beliefs and prejudices are those that belong solely to the client, and not those to be transferred from the attorney to the client.

Deathbed Planning

The real challenge for the estate planning professional is when a client decides to engage in estate planning too late. It is possible to work with a deathbed client provided that the client is competent and able to deal with his or her planning needs, understands the nature of his or her bounty, and can deal with the estate planning professional in a manner that, in a later will contest, will give the court assurance that the client was acting with testamentary capacity. This requires the estate planning professional to understand the medical treatment that the client is undergoing at the time of the meeting and during signing of documents. For example, certain medications may have an effect on an individual's capacity to make decisions. The type of influence being asserted on the client by potentially competing beneficiaries (spouses, children, others) may be a concern as well.

There are certain life events that typically trigger a client's concern about planning his or her estate—friends or family members dying, or becoming incapacitated from illnesses such as Alzheimer's, as well as tragic accidents befalling these same individuals or the client. Clients also tend to react to newsworthy world events. After 9/11, many people became obsessed with

planning for their demise. Moving to a new state or country should trigger reviewing or commencing an estate plan.

Clients sometimes ask, "When should I consider planning my estate?" There is no hard and fast rule. No time is too early. Marriage, birth of a child, coming into inheritance, winning the lottery, or moving to a new state or country, entering the military service—all are events to consider as triggering or timeline factors to trigger estate planning in the mind of a client.

Multiple Jurisdiction Residences

Today, more and more clients have multiple residences. The determination of the law for dealing with a deceased person is determined by "domicile," not residence. A client may have many residences, but only one "domicile." It is important for the attorney to determiner what law will apply to the client's estate on his death. Considering that the client may require a "primary" probate of a will and ancillary probate of the will in multiple jurisdictions where the client has real property, may lead the attorney to advise the client to use the revocable trust to avoid probate in all jurisdictions. This will require all real property and other client-owned assets to be titled in the revocable trust.

Clarity of Attorney and Client Roles

Dealing with clients in complex estate planning situations requires the attorney to be cognizant of the issues of attorney/client privilege, conflict of interest, and who the attorney's client is. Very often, children approach the attorney to ask for estate planning for the children's parent or parents. Other times both the client and his or her spouse (especially in a second- or third-marriage situation) seek the attorney's advice, consultation, and drafting of documents for estate planning purposes. In situations that include marriage and multiple children issues, the attorney/client privilege and conflict of interest issues are readily apparent.

When this occurs, it is very important for the attorney to make sure that all parties understand who the client is, who communication will be provided to and with, and who will be reviewing and seeing the end-product

documentation. It is possible for clients to waive conflict and expand the attorney/client privilege issues by signing joint representation and waiver documentation. However, the attorney should be very cautious and remember that when the client dies and a dispute arises, the attorney, based upon waiver and joint representation documentation, will most likely become a witness in the adverse proceeding and may be prohibited from representing any party or the estate in the subsequent litigation and settlement of the estate.

Estate planning should be considered a flexible process. Review of triggering events discussed above and just the lapse of time should cause a client to review and possibly revise the current estate plan. If a client's situation remains static over the years and no significant law changes have occurred affecting the client's estate plan, no changes or revisions may be needed for years, or maybe ever. However, all clients should periodically review the estate plan with an appropriate professional to be sure it is still effective and no changes are required or advisable.

Multiple Estate Planning Professionals

Typically, the attorney is not the only professional involved in a client's estate planning process. Interaction with the client's accountant is a necessity, because the accountant can be very helpful in explaining aspects of the client's business, his financial matters, and other related issues that are necessary to discuss. The client's financial adviser may be needed to discuss what assets the client owns, how they are held, the assets' transferability, factors involving liquidation of assets, and movement of ownership of assets. The client's insurance agent will advise the client along with attorney, financial adviser, and accountant regarding what type of insurance policies to purchase for various needs of the spouse and other dependents of the client.

The goal for the estate planning team should be to avoid confusing the client. It is important to avoid conflicting advice and misunderstandings. Selecting a team leader can be an effective strategy to ensure that the client receives concise information. In general, because the attorney drafts the legal documents and puts all of the information together into the estate planning package, I recommend that the attorney take the team leader

position, being sensitive to the beliefs that each professional has concerning his or her place in the client's world.

Estate Planning Documents

The typical documents an estate planning attorney works with include wills, trusts, living wills, health care proxies, and powers of attorney. For protection purposes, the attorney should make clear notes as to what is discussed regarding health care proxies, living wills, and powers of attorney, and if the client chooses not to sign any of them, why. This is important, because at the appropriate time in the future, when a spouse or heir of the client is looking for one of those documents, very often a question comes to the attorney: "Why didn't you provide one for the client when you were doing the estate plan?"

In order to be protective of his or her practice and reputation, it is important for the attorney to be able to give an answer to that question. Typically, I will actually write on the unsigned planning document that the client chose not to sign same, date it, and keep it in my file with the other estate planning documentation for recollection of the reason no document was signed by the client. An attorney must always stay abreast of new estate planning documents that are introduced to ensure that he or she is not accused of incomplete counsel. For example, the state of New York recently decided to deal with the conflicts that typically arise dealing with the disposition of deceased's remains. The state passed a statute providing for a document for the client to execute naming who that client wanted to deal with in the disposition of the client's remains upon his or her death.

Wills

Depending upon the estate planning circumstances, wills can be simple or complex:

I love you will. Each party leaves his or her assets to the other party and then to children. Wills are executory in nature. A will has no legal effect until the testator dies. Then the will document springs to life. Using a simple "I love you will" may not provide for unseen circumstances that did not exist when the will was executed. The drafting attorney should be sure

to include certain clauses for possible contingencies that may arise and for which the client never revises his will. For example, consideration should be given for trust provisions for possible children or other minor beneficiaries that may not have been in existence when the will was executed. Also, consideration should have been given to the ability of the spouse to manage assets. "I love you wills" have their place. However, they may be short-lived for a young, newly married couple, or not appropriate for elderly couples. The young married couple is likely to have children requiring trust provisions. The elderly couple may have asset management problems for the surviving spouse. Also, Medicaid eligibility requirements may dictate that the surviving spouse rights under the deceased spouse will not provide benefits that would disqualify the surviving spouse from Medicaid benefits.

Disclaimer Will. This is a will in which the client leaves everything to the surviving spouse. The will gives that spouse an opportunity to disclaim and renounce under state statute some or all of the assets that were to be given outright to that spouse. The disclaimed and renounced assets are then placed in a testamentary trust or trusts. Typically, the first trust that those assets will be placed in would be known as a Credit Shelter Trust, which would provide for the maximum amount of assets that can pass free of federal estate tax. The spouse would get the income for life, and on death, those assets would pass free of estate tax to the named beneficiaries, typically the children of the deceased client.

Credit Shelter and Q-Tip (Qualified Terminable Interest) Will. This is a complex will containing one or two trusts for use with a surviving spouse to save estate taxes. The Credit Shelter Trust in the will (can also be part of a living revocable trust) provides the trust to consist of assets from the deceased client's estate equal to the maximum assets that can pass free of the federal estate tax (in 2009, $3.5 million). The beneficiary can be anyone—the surviving spouse, children, or others. The assets in this trust pass to the trust remainder beneficiaries on the income beneficiary's death, free of estate tax. Thus, there is no federal tax on the trust assets at the death of the client, and no tax after the death of the income beneficiary. In fact, to the extent that the trust has grown in value, no estate tax is paid when the remainder beneficiaries get the trust assets free of trust. This is a great estate planning tool.

The second trust, named "Q-Tip," permits assets to be held in trust for a surviving spouse and still qualify for the estate tax "marital deduction." This is a great tool to be used in second marriage situations or any other situation where the client wants to be sure that his assets will ultimately pass to his children. One note to remember is that in most jurisdictions surviving spouses have statutory rights to elect to take a share of a deceased spouse's estate if at least that portion of the estate is not left to the surviving spouse.

Trusts

Over the years, there has been controversy created by tax and estate planning professionals and the laws of various jurisdictions over whether or not a client should use, as his main estate plan document, a will or revocable living trust. A lot of advertising and claims are made that a revocable living trust is necessary to avoid probate and save money. The validity of those claims depends on state probate procedures. For example, in New York State, probate is a relatively simple process and a will would, in most cases, be the document of choice.

Applications for Revocable Living Trusts

Revocable living trusts do have their place. For example, in an event of a likely will contest, it would generally be recommended that a revocable trust be established with all of the client's assets placed in the trust. By avoiding probate, you make it much more difficult for potential contesting heirs to take issue with the disposition of the client's assets upon death. It is not impossible to contest a revocable trust, simply more difficult. However, if a will contest is unlikely and the client's estate plan does not require a trust for management purposes, then a will is an appropriate document in a jurisdiction with a relatively simple probate procedure.

Another time when a revocable living trust may be appropriate instead of a will is in a state that permits a guardian of an individual or even an individual holding a power of attorney to enter into a trust document on behalf of the client due to mental or physical circumstances. In some jurisdictions, a guardian and/or agent under a power of attorney may even be able to sign a will on behalf of a disabled person in need of supervision. Individual state statutes and the complexities involved in this issue must be reviewed very carefully and dealt with appropriately to avoid entering into documentation that may not be effective.

In addition, the client ownership of real property in multiple jurisdictions may require the use of this type of trust. See the discussion under "multiple jurisdictions."

Other Trust Types

A testamentary trust, which is a trust within a will, is common, as are inter vivos trusts (lifetime created trusts). Credit shelter trusts, or the Q-Tip trusts (Qualified Terminal Interest Trust), provide for marital deduction benefits for the first to die spouse (see the discussion of these trusts above).

Another commonly used trust is the lifetime insurance trust. Life insurance policies owned by a client are includible in the client's gross estate for federal estate tax purposes. If the policy is owned by another individual, that policy's proceeds are not included in the client's estate for estate tax purposes. A typical way to provide insurance benefits for a client's spouse and children, as well as provide a pool of funds to assist in the payment of estate taxes, is to have the life insurance policy owned by an irrevocable trust. It is important that the trustee of the trust purchase the life insurance policy on the client's life. Internal Revenue Code Section 2035 provides that any life insurance policy transferred to a trust within three years of the insured's death will still be included in the insured's estate for estate tax purposes. So, if an existing life insurance policy is transferred to the trust, the insured must live at least three years and one day from the date of transfer to remove the policy from the insured's estate for estate tax purposes.

A planning tool when minors are to receive lifetime gifts in trust is the use of trusts permitted under Internal Revenue Code Section 2503(c). This trust permits a client to place in trust assets for minors and still get the annual exclusion for the gift. In 2009, the annual gift tax exclusion per donee is $13,000. These trusts must terminate when the minor reaches age twenty-one. However, the trust can contain a provision requiring notice to the minor on attaining age twenty-one that unless he takes the assets, they will remain in trust for an additional period beyond age twenty-one. The client, or anyone interested in making gifts to the minor, may make annual additions to this trust.

There are also special trusts for certain qualified pension benefit transactions, as well as trusts for special needs individuals. Special or supplemental needs trusts are discussed later in this chapter.

Living Wills

The living will generally tells the client's family, and possibly friends and physicians, what that client's desires are regarding life support in terminal illness situations, type of pain treatment that the client may desire in appropriate situations, and how the client wishes to be treated in grave circumstances. I counsel my clients that the terms of a living will should be dealt with solely between the client and his close family, and not necessarily shared with physicians or hospital personnel.

Health Care Proxy

The health care proxy is a document that is a must for a client in every jurisdiction. This document enables the client to name the individual and that individual's substitute agent to make medical decisions for the client when the client cannot make them for him or herself. Doctors and hospital personnel rely upon the availability of an individual who can make decisions for an incapacitated individual. The health care proxy should have provisions about who can make the decisions and who can receive under HIPAA (Health Insurance Portability and Accountability Act) rules information about the client so that informed decision making can take place. Physicians and hospital personnel do not want to know the client's wishes, only who is going to make the decisions and what those decisions are. If the documentation contains the client's purported wishes, those wishes may be subject to interpretation by medical and hospital personnel, which may defeat the client's real desires and decision-making power of the agent named in the health care proxy.

Power of Attorney

The third document that should be considered by the client is the power of attorney, which defines who will make decisions for the client when the client is unavailable or unable to make those decisions. The power of attorney is an extremely strong and important document that can be misused by an agent holding the power. Therefore, it is extremely important that the client have full trust and confidence in the person named in the power of attorney. If a client feels uncomfortable signing a power of attorney, then that document should not be used.

Beneficiaries Living with Disabilities

Planning for a spouse or child who is living with disabilities requires additional care and attention from the attorney. For example, the client may tell you that he has a Down syndrome child (either a minor or an adult), or a child who is living with a severe disability due to a congenital disease such as cerebral palsy or multiple sclerosis. In these situations, the attorney has a weapon available: establishing either an inter vivos, or a testamentary special needs or supplemental needs trust.

Inter Vivos and Testamentary Special Needs Trusts

Typically, these trusts have assets placed in them either during the lifetime of the client or through the client's will. The trusts provide for benefits to the beneficiary living with a disability that goes above and beyond governmental assistance. The origination of these trusts is from the case of *Escher* (75 A.D 2d 531, 426 N.Y. S. 2d 1008, 94 Misc. 2d 952, 407 N.Y.S. 2d 106) and, in New York State, codified under Estates Powers and Trust Law (EPTL) §7-1.12. It is very important for the attorney to determine whether this type of trust is necessary for the protection of the individual with a disability. It would be very unfortunate for the assets and income, which were intended for safeguarding the individual with a disability and his or her survivors, to be impacted because the trust was not written appropriately. The individual with a disability would lose much-needed governmental assistance, meaning the assets and income would have to be used and depleted for that person. Care must be taken to insure that all appropriate steps are taken so that the trust will qualify.

Assigning a Guardian

When performing estate planning with individuals with disabilities in mind, it is important to advise the client to make sure that a guardian of the person and property of the individual with a disability is put in place to take care of the person and his or her assets when the client is ill, mentally incapacitated, or unable to handle personal financial and/or personal needs matters. Not only are those timeline issues important, but the attorney must be aware that when the disabled person reaches the age of majority, a parent is no longer authorized to act for that adult child. Mental age is not the determining factor. Chronological age determines majority. Therefore, obtaining a guardian,

who can make financial decisions and handle medical and other issues that an adult without a disability would take care of on his own, is very important. In New York State, an individual brings an Article 81 proceeding under the New York State Mental Hygiene law to obtain a guardian to handle the personal needs and financial needs of a person in need of supervision. New York does not require mental incapacity; it only requires that someone needs assistance, either for his own person or for his property. New York allows for the same or different guardians for each purpose.

It should be noted that if we are dealing with a competent person at the time of estate planning, the execution of a power of attorney by the client will make the need for a guardian for personal and financial needs almost always unnecessary. In fact, New York State law generally provides that a court will not appoint a guardian if a power of attorney is in effect. *(Article 81 New York State Mental Hygiene Law.)*

Updates to the Estate Plan

Clients should review their estate plan any time there has been a significant change in family status, such as births of children, marriages of children, divorces of children, remarriages by the client, death of heirs of the client, and possibly changes in various federal and local state statutes. Generally, it is recommended that every three to five years a client review his will, his trust documents, as well as the ancillary documents such as living wills, health care proxies, and powers of attorney.

In light of that review, the client should also be mindful of who is fit to serve as the personal representative or executor of the estate under a will, and who is appropriate to serve as a trustee for spouses and/or children. When deciding who should be a trustee for spouses or children, you not only need to consider their competency to serve, but also their availability when they need to start serving. For example, if your spouse is sixty years old and you pick someone of like age as a trustee for that spouse, it is very possible that the trustee may not be available to serve for your spouse at the time that service is needed. In addition, if you are setting up a trust, testamentary, or inter vivos for your children, you have to be mindful of how long that trust may stay in existence, and what is the likelihood that your chosen trustee will be available for the entire period that the trust may run. Whether you choose to have a corporate

trustee (a bank or trust company that has a division authorized by law to act as a fiduciary, executor, or trustee for individuals, estates, and trusts), or an individual trustee, discussion must be had as to whether or not the trustee that the client is proposing will remain available throughout the term of the trust. The attorney should recommend the need for appointment of substitute trustees so that there will be a pool of individuals available to fill the post whenever a vacancy occurs.

Conclusion

An attorney providing estate planning services to the client should be well versed in the subject matter, the methods and documentation that are needed to provide proper competent services to the client. Long gone are the days of the "cookie-cutter" will. Just as in medicine where doctors have been forced to specialize, the legal profession has found specialization necessary to provide the high degree of care for a client in meeting the client's needs. It should be noted that many states do not provide for "specialization" statements or advertising. It is believed that a law degree and being a member of the Bar is all that is required to practice any area of law. While that may be correct, an attorney not familiar with all the intricacies and nuances of estate planning must make sure he or she becomes sufficiently versed in the area before attempting to serve a client's needs appropriately. In addition, even the most knowledgeable professional must constantly be aware of statutory changes in federal and state laws, the Internal Revenue Code, state tax statutes, and the rules, regulations, rulings, and case law thereunder.

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Mr. Smolev attended Hofstra University, graduating with a BBA degree in accounting in June 1966. Thereafter, he attended law school, graduating from the Washington College of Law of the American University in May 1969. In 1974, he received an LL.M. in taxation from the New York University Graduate School of Law.

Mr. Smolev was employed by the accounting firm of Peat, Marwick, Mitchell & Co., New York, New York. Subsequent to his Peat, Marwick, Mitchell & Co. (now KPMG) employment, he edited tax related professional texts for Panel Publishers and became an

adjunct instructor teaching accounting, business law, and tax at the Hofstra University School of Business. Mr. Smolev held the rank of adjunct professor, having taught those courses at Hofstra, as well as estate planning at the Hofstra Law School.

Mr. Smolev authored the chapter on charitable remainder trusts in the Handbook of Wealth Management *and numerous articles for* The New York Law Journal *and* Newsday.

In 1971 Mr. Smolev became a full-time staff member at Hofstra University, employed in the Development Office as coordinator of Deferred Giving. That position was held until the middle of 1974 when Mr. Smolev entered his law practice full time. He specializes in all aspects of tax law, corporate law, estate and trust law, and education law.

Mr. Smolev has been a longtime member of the American Bar Association, the New York State Bar Association, and the Bar Association of Nassau County. He has served on various committees of those bar associations. In addition, he has been a member of the New York State Association of School Attorneys for thirty-four years. He has served that organization in all capacities, including president in 1984.

From February 1975 to November 1998, Mr. Smolev served as counsel to the North Merrick Union Free School District. During the Ford Presidential Administration, Mr. Smolev was a member of the Internal Revenue Service Commissioner's Small Business Advisory Committee. The Committee consisted of approximately sixteen to twenty members, all tax experts, from different parts of the United States, who would meet periodically with the commissioner and his staff for the purpose of discussing tax policy as regards small business.

Mr. Smolev has been a lecturer on criminal tax fraud for the Chaykin and other professional continuing education programs. Mr. Smolev was a member of the Hofstra University Board of Trustees for fourteen years, has served on various foundation and other boards, including the Long Island Cabinet for Israeli Bonds. He currently serves as vice president of the board of directors of the New York City Police Museum and is a member of the board of directors of both the Gurwin Geriatric Foundation and the Alzheimer's Foundation of America.

Mr. Smolev's biography appears in Who's Who in the East, Who's Who in American Law*, and in* Who's Who in America.

Dedication: *This chapter is dedicated to my loving wife, Phyllis, and to Cindy, Scott, Rebecca, Zachary, Andrew, and Jesse.*

APPENDIX A

HEALTH CARE PROXY

If my attending physician determines that I am unable to make my own health care decisions, I,_____, appoint _____, residing at _____, as my agent to make all health care decisions for me except as otherwise provided in this document, including decisions to accept or to refuse any treatment, service or procedure used to diagnose, treat or care for me, and to withhold or withdraw life-sustaining measures and to direct that artificially provided fluids and nutrition, such as by feeding tube or intravenous infusion, be withheld or withdrawn. This document shall be construed in the broadest possible manner and my agent may act or fail to act to the same extent as I could if I were able to make my own health care decisions, provided that my agent shall do so in accordance with my wishes and instructions as known to my agent, or, in their absence, in accordance with my best interests.

If my attending physician shall determine that my agent is unable, unwilling or unavailable to act, I appoint_____, residing at _____, as my health care agent.

If every agent named above is unable or unwilling to serve, I appoint _____, residing at_____, as my health care agent.

I authorize and request any physician, health care professional, health care provider and medical care facility to provide to my Health Care Agent designated above information relating to my physical and mental condition and the diagnosis, prognosis, care and treatment thereof. It is my intent by this authorization for my Health Care Agent to be considered a personal representative under privacy regulations related to protected health information and for my Health Care Agent to be entitled to all health information in the same manner as if I personally were making the request. This authorization shall also be considered a consent to the release of such information under current laws, rules and regulations and amendments thereto to include but not be limited to the express grant of authority to

personal representatives as provided by Regulation §164.502 (g) of Title 45 of the Code or Federal Regulations and the medical information privacy law and regulations generally referred to as HIPAA.

Unless revoked, this proxy shall remain in effect indefinitely, even though a guardian or other representative shall be appointed to act on my behalf.

Any invalid or unenforceable power or provision shall not affect the other powers and provisions or the appointment of my health care agent.

I understand the purpose and effect of this document and sign it after careful deliberation, this _____ day of _____, 2009.

_____(L.S.)

Residing at:

Each of the undersigned declares that the person who signed this document did so in his or her presence; that said person is personally known to him or her and appears to be of sound mind and acting willingly and free from duress or undue influence; and that he or she is 18 years of age or older and is not designated as the person's health care proxy.

_____residing at _____
_____
_____residing at _____
_____

APPENDIX B

FORM JOINT REPRESENTATION LETTER

Re: Estate Planning

Dear _____ and _____:

You have asked me to prepare Wills, Health Care Proxies, Living Wills, Powers of Attorney and Appointment of Agent to Control Disposition of Remains for both of you.

It is common for a husband and wife to employ the same lawyer to assist them in planning their estates. You have taken this approach by asking me to represent both of you in your planning. It is important that you understand that because I will be representing both of you, you are considered my client, collectively. Accordingly, matters that one of you might discuss with me may be disclosed to the other of you. Ethical considerations prohibit me from agreeing with either of you to withhold information from the other. In this representation, I will not give legal advice to either of you or make any changes in any of your estate planning documents without your mutual knowledge and consent. Of course, anything either of you discusses with me is privileged from disclosure to third parties.

If a conflict of interest arises between you during the course of your planning or if the two of you have a difference of opinion, I can point out the pros and cons of your respective positions or differing opinions. However, ethical considerations prohibit me, as this lawyer for both of you, from advocating one of your positions over the other. Furthermore, I would not be able to advocate one of your positions versus the other if there is a dispute at any time as to your respective property rights or interests or as to other legal issues between you. If actual conflicts of interest do arise between you of such a nature that in my judgement it is impossible for me to perform my ethical obligations to both of you, it would become necessary for me to withdraw as your joint lawyer.

Once documentation is executed to put into place the planning that you have hired me to implement, my engagement will be concluded and our attorney-client relationship will terminate. If you need my services in the future, please feel free to contact me and renew our relationship.

After considering the foregoing, if you consent to my representing both of you jointly, I request that you sign and return the enclosed copy of this letter. If you have any questions about anything discussed in this letter, please let me know.

Very truly yours,

TERENCE E. SMOLEV, ESQ.

We have read the foregoing letter and understand its contents. We consent to having you represent both of us on the terms and conditions set forth. We agree that you may, in your discretion, share with both of us any information regarding the representation that you receive from either of us or any other source.

Dated: _____ _____

Dated: _____ _____

APPENDIX C

SAMPLE LIVING WILL

I,_____, declare that if I become unable to make my own health care decisions, as determined by my attending physician, such decisions, including those to accept or refuse any treatment, service or procedure used to diagnose, treat or care for me, and to withhold or withdraw life-sustaining measures, shall be made in accordance with my wishes which follow.

I do not want my life prolonged by life-sustaining measures, but want to be allowed to die naturally and to be given all care necessary to make me comfortable and to relieve pain:

1) If I am diagnosed as having an incurable and irreversible terminal condition; or
2) If I am diagnosed as being permanently unconscious or in a persistent vegetative state; or
3) If I am diagnosed as having an incurable and irreversible condition which is not terminal but which causes me to experience severe and progressive physical or mental deterioration and loss of capacities I value, so that the burdens of continued life (with treatment) are greater than the benefits I experience.

In the circumstances described, (a) artificially provided fluids and nutrition, such as by feeding tube or intravenous infusion, should be withheld or withdrawn, (b) if I should suffer cardiac or respiratory arrest, cardiopulmonary resuscitation should not be provided and (c) any other medicine or medical procedures that may be available to prolong my life should not be used.

Any invalid or unenforceable direction shall not affect my other directions.

This document shall not limit the powers given to any existing or future health care agent designated by me.

I understand the purpose and effect of this document and sign it after careful deliberation, this _____ day of _____, 200__.

_____(L.S.)

Residing at:

Each of the undersigned declares that the person who signed this document did so in his or her presence; that said person is personally known to him or her and appears to be of sound mind and acting willingly and free from duress or undue influence; and that he or she is 18 years of age or older and is not designated as the person's health care proxy.

_____ residing at

_____ residing at

APPENDIX D

NEW POWER OF ATTORNEY FORM 2008

* § 5-1513. Statutory short form power of attorney. 1. The use of 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:

"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 by executing this Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to 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, they must act together unless you initial the statement below.

( ) My agents may act SEPARATELY.

(c) 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.

(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 REVOKES any and all prior Powers of Attorney executed by me unless I have stated otherwise below, under "Modifications."

If you are NOT revoking your prior Powers of Attorney, and if you are granting the same authority in two or more Powers of Attorney, you must also indicate under "Modifications" whether the agents given these powers are to act together or separately.

(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;
( ) (J) benefits from governmental programs or civil or military service;
( ) (K) 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 major gifts or changes to interests in your property.

If you wish to grant your agent such authority, you MUST complete the Statutory Major Gifts Rider.

(h) MAJOR GIFTS AND OTHER TRANSFERS: STATUTORY MAJOR GIFTS RIDER (OPTIONAL)

In order to authorize your agent to make major gifts and other transfers of your property, you must initial the statement below and execute a Statutory Major Gifts Rider at the same time as this instrument. Initialing the statement below by itself does not authorize your agent to make major gifts and other transfers. The preparation of the Statutory Major Gifts Rider should be supervised by a lawyer.

( )(SMGR) I grant my agent authority to make major gifts and other transfers of my property, in accordance with the terms and conditions of the Statutory Major Gifts Rider that supplements this Power of Attorney.

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

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 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 all receipts, 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 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 major gifts to yourself or anyone else unless the principal has specifically granted you that authority in this Power of Attorney or in a Statutory Major Gifts Rider attached to this 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.

Agent(s) sign(s) here:==>_____
(acknowledgment(s))"
* NB Effective September 1, 2009

* § 5-1514. Major gifts and other transfers; formal requirements; statutory form.

1. If the principal intends to authorize the agent to make gifts and transfers 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 major 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 descendents, 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 the following specified transactions:

(1) open, modify or terminate a deposit account in the name of the principal and other joint tenants;

(2) open, modify or terminate any other joint account in the name of the principal and other joint tenants;

(3) open, modify or terminate 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) open, modify or terminate 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) change 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) procure 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) designate or change the beneficiary or beneficiaries of any type of retirement benefit or plan;

(8) create, amend, revoke, or terminate an inter vivos trust;

(9) create, change or terminate other property interests or rights of survivorship, and designate or change the beneficiary or beneficiaries therein.

A gift or other transfer to an individual authorized by this subdivision may be made outright, 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 major 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 major 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 provided by the principal 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 major gifts rider.

(a) In a statutory major 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 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 of 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; and

(b) Any authority granted to an agent under a statutory major 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.

(c) 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 major 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 major 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 or other transfers, the principal is divorced, his or her marriage is annulled or its nullity declared, the divorce, annulment, declaration of nullity or dissolution revokes the authority to gift to the former spouse, unless the statutory major 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 major 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 or other transfers, in the manner described at paragraph two of subdivision (a) of section 3-2.1 of the estates, powers and trusts law.

   (c) Be accompanied by a statutory short form power of attorney in which the authority (SMGR) 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 Major Gifts Rider" for a statutory short form power of attorney:

"POWER OF ATTORNEY
NEW YORK STATUTORY MAJOR GIFTS RIDER
AUTHORIZATION TO MAKE MAJOR GIFTS OR OTHER TRANSFERS

CAUTION TO THE PRINCIPAL: This OPTIONAL rider allows you to authorize your agent to make major gifts or other transfers of your money or other property during your lifetime. 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. "Major gifts or other transfers" are described in section 5-1514 of the General Obligations Law. This Major 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 Major 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 major gifts and other transfers, 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 excess of the above amount, gifts to other beneficiaries or other types of transfers.

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 or transfers 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 or transfers 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 MAJOR GIFTS OR OTHER TRANSFERS TO HIMSELF OR HERSELF: (OPTIONAL)

If you wish to authorize your agent to make gifts or transfers 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 major gifts or other transfers 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 Major Gifts Rider.

(e) SIGNATURE OF PRINCIPAL AND ACKNOWLEDGMENT:

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

PRINCIPAL signs here:

_____

(acknowledgement)

(f) SIGNATURES OF WITNESSES:

By signing as a witness, I acknowledge that the principal signed the Major 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 Major 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 major gifts.

_____	_____
Signature of witness 1	Signature of witness 2
_____	_____
Date	Date
_____	_____
Print name	Print name
_____	_____
Address	Address
_____	_____
City, State, Zip code	City, State, Zip code

(g) This document prepared by: _____"

* NB Effective September 1, 2009

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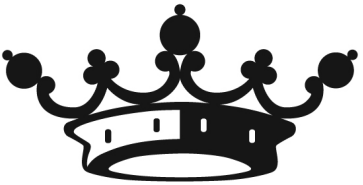

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