

**DURABLE
GENERAL POWER OF ATTORNEY**

KNOW ALL THESE PERSONS BY THESE PRESENTS, THAT I,

_____, with a current address of _____

have made, constituted and appointed and by these presents do make, constitute and appoint _____ of _____, Vermont as my true and lawful attorney in fact with full power to act for me from time to time as my Agent and alter ego with respect to any and all possible matters and affairs and in my name, place and stead to do any and all acts which I could do if personally present and with full legal capacity, in any domestic or foreign jurisdiction, other than the making of health care decisions, as defined in Vermont Statutes Annotated Title 14, Chapter 121, hereby intending to give my said Agent the greatest possible powers to act for me.

It is not my intention by setting out specific powers and authorizations to limit or restrain the broad powers given herein but to clarify and support such grant of power by expressly giving and granting unto my Agent full power:

1. To make, execute, endorse, accept and deliver in my name or in the name of my said attorney, all checks, notes, drafts, warrants, acknowledgements, agreements and all other instruments, in writing, of whatsoever nature which my said attorney may deem appropriate to conserve my interests;

2. To make, draw, sign in my name, deliver and accept checks, drafts, receipts for moneys, notes, or other orders for the payment of money against, or otherwise make withdrawals from any commercial, checking or savings account which I may have in my sole name or in joint name with the other person(s), in any bank or financial institution, credit union, brokerage firm, mutual fund or other place of deposit for any purpose which my said Agent may think necessary, advisable or proper, and to endorse and negotiate in my name and deliver checks, drafts, notes, bills, certificates of deposit, commercial paper, money market instruments, bills of exchange or other instruments for the payment of money and to deposit same, as cash or for collection, and cash into any commercial, checking or savings account which I may have in my sole name or in joint name with other persons(s), in any bank or financial institution, credit union, brokerage firm, mutual fund or other place of deposit and to carry on all my ordinary banking business; to open new cash accounts in my name and use them; to close cash accounts in my name.

3. To bargain, contract, agree for, option, purchase, acquire, receive, improve, maintain, repair, insure, plat, partition, safeguard, lease, demise, grant, bargain, sell, assign, transfer, remise, release, exchange, convey, mortgage and hypothecate real estate and any interests therein including development rights and conservation easements and including any interest which I hold with any other person as a tenant in common, joint tenant with full rights of survivorship, or as tenant by the entireties, lands, tenements and hereditaments which may now or in the future belong to me, for such price, and upon such terms and conditions as my Agent shall determine;

4 To make application or file any report or declaration necessary to enroll, maintain or terminate eligibility in Vermont's Use Value Appraisal Program, also known as the "current use" program with respect to farm and forest property which may now or in the future belong to me.

5. To enter into and take possession of any lands, real estate, tenements, houses, stores or buildings, or parts thereof, belonging to me, that may become vacant or unoccupied or to the possession of which I am or may become entitled, and to receive and take for me and in my name and for my use, all or any rents, leases;

6. To institute, prosecute, defend, compromise, settle, arbitrate or otherwise dispose for me and in my name any and all actions or proceedings whether at law or in equity, including actions for the foreclosure or enforcement of any mortgage or lease, upon any real or personal property; to execute and deliver any bonds, undertakings or recognizance that my said agent may approve in any such or other actions or proceedings, which in any way may concern me or my property, or my right title or interest therein; to compel accountings and filings of inventories; to employ and compensate attorneys to appear for and represent me in any action or proceeding instituted in my behalf or against me;

7. To ask, demand, sue for, recover, and receive all manner of goods, chattels, debts, rents, interest, sums of money and demands, whatsoever, due or hereafter to become due and owing or belonging to me, and to make, give and execute acquittances, receipts, releases, satisfactions, or other discharges for the same, whether under seal or otherwise;

8. To take all steps necessary and proper for the conduct and management of any business interests owned by me; and in my name, place and stead to exercise any rights, obligations, or elections available to me under any partnership or other business operating agreement; to hire or fire employees to perform any duties necessary to the conduct of my business; to act in my name, place and stead to represent or defend my interests before any state or federal regulatory agency with jurisdiction over the conduct of my business; to withdraw capital or to transfer all or part of my interests; to take any action necessary for the recovery, receiving, obtaining and holding possession of any lands, tenements, rents or real estate, goods and chattels, growing crops, debts, interest, demands, duties, sum or sums of money or any other thing whatsoever, wherever situated, and aforesaid, that is, are or shall be by my said Agent thought to be due, owing, belonging or payable to me in my own right or otherwise; and also for me and in my name, place and stead to appear, answer and defend in any and all actions and suits

whatsoever which shall be commenced against me; and in my name, place and stead to apply for, maintain, renew, extend or terminate participation in any state or federal farm service, farm credit or environmental program.

9. To have access to any safe deposit box of which I am a tenant or co-tenant with full power to withdraw or change from time to time the contents thereof; and to exchange or surrender the box and keys thereto, renew any rental contract therefor, and to do and perform all things which any depository agency, association or bank or its agents may require on the premises hereby releasing the lessor from all liability in connection therewith; to have any safe deposit box broken open and to pay the expenses of doing so, in the event the keys cannot be located.

10. To execute, acknowledge, apply for and sign all forms, documents, claims and affidavits which are necessary, desirable or required in regard to my United States Social Security, Veteran's Benefits, Medicare, any program administered by United States Department of Agriculture or any other state or federal public benefit to which I am or may become entitled including filing and conducting any appeal upon the denial or any other action which may be adverse to me with the same rights of representation, judicial review and access to my file as if conducted by me;

11. To borrow from time to time such sums of money and upon such terms as my said attorney may think expedient for or in relation to any purpose or object which my Agent may deem proper or expedient, unsecured or upon the security of any of my property, whether real or personal, and for such purpose to give, execute in my name, deliver, and acknowledge promissory notes and/or renewals thereof, mortgages, security agreements, pledges and guaranties with such powers and provisions as my Agent may think proper or requisite;

12. To exercise all powers and options involving any of my life insurance policies; to apply for and effect any and all kinds of insurance; to pay any and all premiums thereon; to cancel and terminate any insurance; and to receive payments in connection therewith.

13. To make, execute and file any federal, state, and or municipal income or other tax return, or gift tax return or declaration of estimated tax required by me; to represent me in any and all proceedings now pending or hereafter arising between me and the Treasury Department of the United States Government or any other federal state or foreign governmental authorities relative to my income, gift, estate or other tax liability for all years, granting unto my said Agent full power in my name and on my behalf to appear before proper officials of the Treasury Department or and other federal, state or foreign government officials; to adjust, settle, compromise or other wise dispose of all questions relative to any of the said tax liability; to receive copies of my tax returns and any papers, letters or other communications concerning any or all of said tax liabilities; to sign any waivers of the statute of limitations or any other waivers; to sign closing agreements for final determination of tax liability; to prepare, sign and file with any and all governmental authorities tax returns or other returns, requests for rulings and determinations, protests, appeals, consents and other documents; to execute and file refund claims or any other

claims; to receive, to endorse and collect checks in settlement of any refund; to execute and file petitions to the Tax Court of the United States and all other papers in connection with such proceedings; to execute on my behalf IRS Form 2848 and appoint my Agent or any suitable person selected by my Agent as my representative before the Internal Revenue Service;

14. To make a gift at any time or from time to time, of any property, real or personal, or any interest therein, outright or in trust to my wife/husband, as my said Agent determines necessary for my wife/husband's maintenance in health and reasonable comfort and to any issue of mine and their respective spouses with the right to exclude any one or more of such issue and spouses, provided that the aggregate value of such gifts in any one year to any one of such beneficiaries other than my wife/ husband shall not exceed the value of the federal annual gift tax exclusion for such year.

15. To buy, sell, exchange, pledge, hypothecate, mortgage, endorse for transfer or for any other purpose, register or cause to be registered in the name of any nominee, deliver, assign, transfer and execute all necessary instruments of assignment and transfer, dispose of, provide for safekeeping of, and otherwise deal with any stocks, bonds or other securities or commodity interest or any real or personal property, whatsoever;

16. To consent to, join in or oppose any condemnation or other proceedings or any action brought to acquire any of my real or personal property or any interest therein;

17. To disclaim for me any gift, inheritance, legacy, bequest, devise or other transfer of property, real or personal to me;

18. To employ, compensate, and discharge such domestic, medical and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, companions and employees as my Agent determines appropriate;

19. To exercise any and all powers possessed by me under or in connection with any will of a third party; to transfer any of my assets to any revocable trust I may create or have created to be held and administered as part of such trust, even if my Agent is a trustee; to execute any consents or waivers of any kind in connection with any such will, trust agreement, or other instrument; to withdraw and or receive the income or principal of any trust over which I may have a right of receipt or withdrawal; to request and receive the income or principal of any trust with respect to which the trustee thereof has the discretionary power to make distributions to me or on my behalf; and generally to perform any and all acts and to execute any and all documents which might personally perform or execute as beneficiary or otherwise in connection with any such will, trust agreement, or other instrument, including the specific acts mentioned in the preceding paragraphs to the extent applicable in connection with any such will, trust agreement, or other instrument, other than changing the dispositive provisions of, or revoking such trust;

20. To execute, acknowledge and sign all forms, documents, claims and affidavits which are necessary, desirable or required in regard to my motor vehicle or recreational vehicles;

This power of attorney shall not be affected by my subsequent disability or incompetence.

Any banks, bankers, trust companies, national banks, savings banks, savings and loans, credit unions, safe deposit companies, stock brokers, fiduciaries, depositaries or other institutions, persons, firms or corporations may act in reliance hereon and shall be fully protected even though the said Agent, substitute or associate may be dealing with himself or herself, as it is contemplated that such may be the case.

My Agent shall be entitled to reasonable compensation and shall be reimbursed in full for any loss or expense incurred or suffered by her/him as a result of acting as my Agent.

I hereby expressly revoke any power of attorney heretofore given covering the authority and powers herein granted, without prejudice, however, to anything lawfully done or caused to be done under any power of attorney heretofore given and I hereby ratify and confirm all previous acts of my Agent with the same force as if such acts had been done after the execution and delivery of this power of attorney.

This power of attorney shall be governed by and construed in accordance with the laws of the State of Vermont.

A photocopy of this Power of Attorney, as executed, given by me or my Agent to any third party shall be conclusive to such third party as to the authority of my Agent to act for me as provided herein. I may at any time revoke this power of attorney, but it shall be deemed to be in full force and effect as to all persons, institutions and organizations which in good faith shall act in reliance thereon prior to the receipt of written revocation thereof signed by me and prior to receipt of actual notice of my death.

IN WITNESS WHEREOF, I hereby affirm that _____, signed this instrument in my presence and appeared to me to be of sound mind and free from duress at the time of signing and that he affirmed he was aware of the nature of the document and signed it freely and voluntarily this _____ day of _____, 2017.

Witness
(Other than the Agent or Notary)

/s/ _____
Principal

STATE OF VERMONT)
 : SS.
COUNTY OF)

On this ____ day of _____, in the year 2017, before me personally came _____, to me known to be the individual whose name and signature appears above, and he acknowledged the within instrument, by him signed, to be his free act and deed.

Notary Public
My commission expires: _____

ACCEPTANCE OF AGENCY

I, _____ hereby accept appointment as agent for _____
_____. I hereby affirm that I have read and fully understand the attached description of the fiduciary duty owed to him under this power of attorney and that I understand these duties as set out under the laws of the State of Vermont. I further affirm that I understand that I have a duty to act where expressly required to do so in the foregoing instrument.

/s/ _____