

DELAWARE LIMITED (SPECIAL) POWER OF ATTORNEY

Notice to Principal

As the person signing this limited power of attorney, you are the Principal. The purpose of this power of attorney is to give the person you designate (your "Agent") limited powers to handle your property, which may include powers to sell, dispose of, or encumber any real or personal property without advance notice to you or approval by you.

This power of attorney does not authorize your Agent to make health-care decisions for you.

Unless you specify otherwise, your Agent's authority will continue even if you become incapacitated, or until you die or revoke the power of attorney, or until your Agent resigns or is unable to act for you. You should select someone you trust to serve as your Agent.

This power of attorney does not impose a duty on your Agent to exercise granted powers, but when powers are exercised, your Agent must use due care to act for your benefit and in accordance with this power of attorney.

Your Agent must keep your funds and other property separate from your Agent's funds and other property.

A court can take away the powers of your Agent if it finds your Agent is not acting properly.

The powers and duties of an Agent under a power of attorney are explained more fully in Delaware Code, Title 12, Chapter 49A, Section 49A-114 and Sections 49A-201 through 49A-217.

If there is anything about this form that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

I have read or had explained to me this notice and I understand its contents.

Principal Signature

Date

(If applicable)

by:

Representative's Name Printed

Representative's Signature

signing on behalf of:



Representative's Signature



Instructions

As the person completing this form, you are the Principal. This form gives another person(s) the power to act on your behalf. The other person(s) is your Agent(s).

This form allows you to designate:

- (1) one Agent at a time and up to two Agents in succession;
- (2) two or more Agents who may act independently of each other (Concurrent Agents); or
- (3) two or more Agents who must act together (Joint Agents).

If your Agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor Agent(s).

IF YOU HAVE QUESTIONS ABOUT THIS POWER OF ATTORNEY OR THE AUTHORITY YOU ARE GRANTING TO YOUR AGENT(S), YOU SHOULD SEEK LEGAL ADVICE BEFORE COMPLETING AND SIGNING THIS FORM.

Designation of Agent

I, _____ [Name of Principal], name the following person(s) as my

Agent:

Name of Agent: _____

Agent's Address: _____

Agent's Telephone Number: _____

Designation of Additional or Successor Agent(s) (Optional)

Name of Co-agent: _____

Co-agent's Address: _____

Co-agent's Telephone Number: _____

Name of Successor Agent: _____

Successor Agent's Address: _____

Successor Agent's Telephone Number: _____

Name of Second Successor Agent: _____

Second Successor Agent's Address: _____

Second Successor Agent's Telephone Number: _____

If more than one Agent has been named above, I intend for those Agents to:

_____ Act successively, one after the other.

_____ Act concurrently, independent of each other.

_____ Act jointly, such that neither may act alone.

Effective Date

You must sign ONE of these two choices:



Sign here if this is your choice

This power of attorney is effective immediately.

Sign here if this is your choice

This power of attorney is effective only if and while I am incapacitated as determined under 12 Del. C. § 49A-109(c).

(if applicable)

This power of attorney will remain in effect until (Check one):

- _____, 20__, unless earlier revoked or terminated by the specific conditions stated in the Termination.
- the occurrence of the following condition:
_____, unless earlier revoked or terminated by the specific conditions stated in the Termination.
- _____, 20__, or upon the occurrence of the following condition:
_____, whichever occurs earlier, unless earlier revoked or terminated by the specific conditions stated in the Termination.

Termination

Regular Limited Power of Attorney. This power of attorney will automatically terminate upon the earliest of the following:

1. Completion of the specified act or transaction for which this power of attorney was granted.
2. A specific date or event as mentioned in the 'Effective Date' section of this document.
3. My revocation of this power of attorney in writing or the agent dies, becomes incapacitated, or resigns and the power of attorney does not provide for another agent to act under the power of attorney
4. My death.
5. Upon my disability or incapacity, if the power of attorney is not durable.

Durable Limited Power of Attorney. This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time but will automatically terminate upon the earliest of the following:

1. Completion of the specified act or transaction for which this power of attorney was granted.
2. A specific date or event as mentioned in the 'Effective Date' section of this document.
3. My revocation of this power of attorney in writing or the agent dies, becomes incapacitated, or resigns and the power of attorney does not provide for another agent to act under the power of attorney.
4. My death.

Any action taken by the agent under this power of attorney before its termination in reliance upon



it will be valid unless the third party knew or should have known of the termination.

Grant of Specific Authority

I grant my Agent(s) and any successor Agent(s) limited authority to act for me with respect to the following powers described in more detail as defined in the Durable Personal Power of Attorney Act, Delaware Code, Title 12, Chapter 49A.

You should READ the terms of each category of power or authority before granting any of them to your Agent(s). A full explanation of each power or authority is in the Delaware Code. The Delaware Code is available online.

Search: Delaware Code, Title 12, Chapter 49A, and then go to the number next to the category. Example: Real Property, Section (§) 49A-204. The Delaware Code may also be available at your local library.

My Agent(s) has the authority to act on my behalf for the following:

This authority is confined strictly to the acts specified here and does not extend to any other acts. It will be valid for the period stated in the Effective Date section, unless I have stated otherwise in a subsequent legal document or in the Special Instructions of this document.

Reliance on this Power of Attorney

Any person, including my Agent(s), may rely upon this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

Signature and Acknowledgement

IF YOU HAVE QUESTIONS ABOUT THIS POWER OF ATTORNEY OR THE AUTHORITY YOU ARE GRANTING TO YOUR AGENT(S), YOU SHOULD SEEK LEGAL ADVICE BEFORE SIGNING THIS FORM.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal this ____ day of _____, 20____ .

Principal's Signature

(If applicable)

by:

Representative's Signature

Print Representative's Name



signing on behalf of:

Print Principal's Name

SIGNED, SEALED, AND DECLARED by the Principal, _____,

as his/her Durable Personal Power of Attorney in the presence of the following witness, who has signed in the presence of and at the request of the Principal on the day and year appearing above.

I, the witness, swear that I am not related to the Principal by blood, marriage, civil union, or adoption; and that I am not entitled to any portion of the estate of the Principal under the Principal's current will or codicil, or under any current trust instrument of the Principal.

_____ of _____
(Seal) Witness Signature

Print name

Notary Public

STATE OF _____ :: SS.

COUNTY OF _____ :

This Durable Power of Attorney was acknowledged before me by
_____ this _____ day of
_____ 20____ .

Notary Public



Important Information for Agent(s)

Agent's Duties

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 upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

- (1) do what you know the Principal reasonably expects you to do with the Principal's property or, if you do not know the Principal's expectations, act in the Principal's best interest;
- (2) act in good faith;
- (3) do nothing beyond the authority granted in this power of attorney; and
- (4) disclose your identity as an Agent whenever you act for the Principal by writing or printing the name of the Principal and signing your own name as "Agent" in the following manner:

(Principal's Name) by (Your Signature) as Agent

(5) to the extent reasonably practicable under the circumstances, keep in regular contact and communication with the principal.

Except as otherwise provided in the power of attorney, you must also:

- (1) not act for your own benefit;
- (2) avoid conflicts that would impair your ability to act in the Principal's best interest;
- (3) act with care, competence, and diligence;
- (4) keep a record of all receipts, disbursements, and transactions made on behalf of the Principal;
- (5) cooperate with any person who has authority to make health-care decisions for the Principal; and
- (6) not act in a manner inconsistent with the Principal's testamentary plan.

Termination of Agent's Authority

You must stop acting on behalf of the Principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate this power of attorney or your authority to act under it include:

- (1) death of the Principal;
- (2) the Principal's revocation of the power of attorney or your authority;
- (3) the occurrence of a termination event stated in the power of attorney;
- (4) the purpose of the power of attorney is fully accomplished; or
- (5) an action is filed with a court for your separation, annulment, or divorce from the Principal, unless the Principal otherwise provided in the power of attorney that such action will not terminate your authority.

Liability of Agent

The authority granted to you is specified in the Durable Personal Power of Attorney Act, Delaware Code, Title 12, Chapter 49A. If you violate the Act, or act outside the scope of the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your powers, authority, or duties as Agent that you do not understand, you should seek legal advice.



Agent's Certification

I, _____ [Name of Agent], and _____ [Optional Name of Co-agent] have read the attached durable power of attorney and the foregoing statement, and I am the person identified as the Agent for the Principal. To the best of my knowledge, this power has not been revoked. I hereby acknowledge that, in the absence of a specific provision to the contrary in the durable power of attorney, when I act as Agent, I shall:

- Act in accordance with the Principal's reasonable expectations to the extent actually known to me and, otherwise, in the Principal's best interest;
- Act in good faith;
- Act only within the scope of authority granted in the personal power of attorney;
- To the extent reasonably practicable under the circumstances, keep in regular contact with the Principal and communicate with the Principal.

In addition, in the absence of a specific provision, or instruction, to the contrary in the personal power of attorney, when I act as Agent, I shall:

- Keep the assets of the Principal's assets separate from my assets;
- Exercise reasonable caution and prudence; and,
- Keep a full and accurate record of all actions, receipts and disbursements on behalf of the Principal.

Signature and Acknowledgement of Agent(s)

Agent's Signature: _____ Date: _____

Agent's Name Printed: _____

Agent's Address: _____

Agent's Telephone Number: _____

(If applicable)

Co-agent's Signature: _____ Date: _____

Co-agent's Name Printed: _____

Co-agent's Address: _____

Co-agent's Telephone Number: _____

Notary Public

State of _____

County of _____

This document was acknowledged before me on _____, by _____ [Name of Agent].

Signature of Notary _____
(Seal, if any)

My commission expires: _____

(If applicable)

State of _____



County of _____

This document was acknowledged before me on _____, by _____ [Name of Co-agent].

Signature of Notary _____
(Seal, if any)

My commission expires: _____

