

PENNSYLVANIA LIMITED (SPECIAL) POWER OF ATTORNEY

NOTICE

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.

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 MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.

YOUR AGENT MUST ACT IN ACCORDANCE WITH YOUR REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY YOUR AGENT AND, OTHERWISE, IN YOUR BEST INTEREST, ACT IN GOOD FAITH AND ACT ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED BY YOU IN THE POWER OF ATTORNEY.

THE LAW PERMITS YOU, IF YOU CHOOSE, TO GRANT BROAD AUTHORITY TO AN AGENT UNDER POWER OF ATTORNEY, INCLUDING THE ABILITY TO GIVE AWAY ALL OF YOUR PROPERTY WHILE YOU ARE ALIVE OR TO SUBSTANTIALLY CHANGE HOW YOUR PROPERTY IS DISTRIBUTED AT YOUR DEATH. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD SEEK THE ADVICE OF AN ATTORNEY AT LAW TO MAKE SURE YOU UNDERSTAND IT.

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 20 PA.C.S. CH. 56.

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.

Signature of Principal _____ Date _____

IMPORTANT INFORMATION

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in Title 20, Chapter 56 of the Pennsylvania Consolidated Statutes.



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

You should select someone you trust to serve as your agent. The agent's authority will commence and terminate as specifically stated in this document, reflecting the limited and specific nature of the tasks for which this power of attorney is enacted.

Your agent is entitled to reasonable compensation unless you state otherwise in the Special Instructions with clear definitions of when and how each agent's power will be enacted and ceased

This form provides for the designation of two agents. If you wish to name more than two agents, you may name the additional agents in the Special Instructions.

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

DESIGNATION OF AGENT(S)

I, _____ name the following person as my agent:

Name of Agent: _____

Agent's Address: _____

Agent's Telephone Number: _____

(If applicable)

Name of Co-agent: _____

Co-agent's Address: _____

Co-agent's Telephone Number: _____

Agents I designated above must act jointly separately.

(If applicable)

I hereby give notice that I have revoked, and do hereby revoke, any previous power of attorney given or empowering another agent to act as my true and lawful attorney in fact. I declare that all power and authority granted under said power of attorney is hereby revoked and withdrawn.

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of Successor Agent: _____

Successor Agent's Address: _____

Successor Agent's Telephone Number: _____

If my successor agent is unable or unwilling to act for me, I name as my second successor agent:

Name of Second Successor Agent: _____



Second Successor Agent's Address: _____
Second Successor Agent's Telephone Number: _____

GRANT OF SPECIFIC AUTHORITY

I grant my agent(s) and any successor agent(s) specific authority to act for me with respect to the following subjects as defined in Title 20, Chapter 56 of the Pennsylvania Consolidated Statutes:

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.

LIMITATION ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse or descendant may not exercise authority under a power of attorney to create in the agent, or in an individual to whom the agent owes a legal obligation of support, an interest in the principal's property, whether by gift, right of survivorship, beneficiary designation, disclaimer or otherwise unless I have included that authority in the Special Instructions.

SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines:

EFFECTIVE DATE

This power of attorney is effective (Check one):

- immediately
- on _____, 20__
- upon the occurrence of the following event or contingency: _____
- upon the incapacity of the principal

(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.

NOMINATION OF GUARDIAN (OPTIONAL)

If it becomes necessary for a court to appoint a or guardian of my estate or guardian of my person, I nominate the following person(s) for appointment:

Name of Nominee for Guardian of my Estate: _____

Nominee's Address: _____

Nominee's Telephone Number: _____

Name of Nominee for Guardian of my Person: _____

Nominee's Address: _____

Nominee's Telephone Number: _____

RELIANCE ON THIS POWER OF ATTORNEY



Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT

Principal Signature: _____ Date: _____

(If applicable)

by:

Representative's Name Printed: _____

Representative's Signature _____

signing on behalf of:

Principal Name Printed:

Principal Address: _____

Principal Telephone Number: _____

NOTARY PUBLIC

State of _____
County of _____

This document was acknowledged before me on _____, by
_____ [Principal/Representative Name].

Signature of Notary _____

(Seal, if any)

My commission expires: _____
This document prepared by: _____

WITNESSES (Two Witnesses Must Sign)

I am 18 years of age or older, am not the individual who signed the power of attorney on behalf of and at the direction of the principal, am not the agent designated in the power of attorney or the notary public or other person authorized by law to take acknowledgments before whom the power of attorney is acknowledged.

First Witness Signature

Date

First Witness Name Printed



Second Witness Signature

Date

Second Witness Name Printed



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

Unless the Special Instructions in this power of attorney state otherwise, you must also:

- (1) act loyally for the principal's 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 that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

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 a power of attorney or your authority to act under a power of attorney 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) if you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

Liability of Agent

The meaning of the authority granted to you is defined in the Pennsylvania Consolidated Statutes, Title 20, Chapter 56. If you violate the Pennsylvania Consolidated Statutes, Title 20, Chapter 56, or act outside the authority granted, you may be liable for any damages caused by your violation.

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



**AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY AND AGENT'S
AUTHORITY**

Commonwealth/State of _____
County of _____

I, _____ [Name of Agent], certify under penalty of perjury that
_____ [Name of Principal] granted me authority as an agent or successor agent
in a power of attorney dated _____.

I, further certify that to my knowledge:

(1) The Principal is alive and has not revoked the power of attorney or my authority to act under the
power of attorney and the power of attorney and my authority to act under the power of attorney have not
terminated;

(2) If the power of attorney was drafted to become effective upon the happening of an event or
contingency, the event or contingency has occurred;

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

(4) _____
_____ [Insert other relevant statements]

ACKNOWLEDGEMENT BY AGENT(S)

I, _____, have read the attached power of attorney and am the person
identified as the agent for the principal. I hereby acknowledge that when I act as agent:

I shall act in accordance with the principal's reasonable expectations to the extent actually known by me
and, otherwise, in the principal's best interest, act in good faith and act only within the scope of authority
granted to me by the principal in the power of attorney.

Signature of Agent: _____ Date: _____

(If _____ applicable)

I, _____ [Name of Co-agent], have read the attached power of attorney
and am the person identified as the agent for the principal. I hereby acknowledge that when I act as agent:

I shall act in accordance with the principal's reasonable expectations to the extent actually known by me
and, otherwise, in the principal's best interest, act in good faith and act only within the scope of authority
granted to me by the principal in the power of attorney.

Signature of Co-agent: _____ Date: _____

NOTARY PUBLIC

Commonwealth/State of _____
County of _____

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



Signature of Notary _____
(Seal, if any)

My commission expires: _____
This document prepared by: _____

(If applicable)

Commonwealth/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: _____
This document prepared by: _____

