

THIS FORM IS PROVIDED AS AN EXAMPLE FOR YOU TO REVIEW WITH YOUR FAMILY AND ADVISORS THAT YOU TRUST. THIS FORM CONVEYS EXTREMELY STRONG RIGHTS AND POWERS TO OTHER PEOPLE OVER YOUR PROPERTY, ASSETS, INCOME, LIABILITIES/DEBT, CHILDREN, AND MEDICAL CARE. THESE PEOPLE DO NOT HAVE SUCH RIGHTS UNTIL YOU GIVE THEM THE RIGHTS WITH THIS FORM. YOU SHOULD NOT FILL OUT THIS FORM OR COMPLETE IT WITHOUT SPEAKING WITH AN ATTORNEY AND RECEIVING ADVICE ABOUT THE POWERS THAT YOU ARE GIVING OTHER PEOPLE AND ITS LEGAL IMPACT.

YOU SHOULD NOT COMPLETE THIS FORM WITHOUT SIGNIFICANT THOUGHT AND ADVICE FROM EXPERTS. YOU ARE ADVISED TO SPEAK WITH AN ATTORNEY BEFORE COMPLETING IT TO FULLY UNDERSTAND ITS IMPACT UPON YOUR RIGHTS AND TO HAVE THEM ASSIST YOU IN COMPLETING THE FORM.

YOU SHOULD NOT COMPLETE THIS FORM UNTIL YOU FULLY UNDERSTAND IT AND ITS IMPACT UPON YOUR RIGHTS AND SPEAKING WITH AN ATTORNEY.

ESTE FORMULARIO SE PROPORCIONA COMO UN EJEMPLO PARA QUE USTED LO REVISE CON SU FAMILIA Y CON ASESORES DE SU CONFIANZA. ESTE FORMULARIO OTORGA DERECHOS Y PODERES MUY AMPLIOS A OTRAS PERSONAS SOBRE SU PROPIEDAD, BIENES, INGRESOS, OBLIGACIONES/DEUDAS, HIJOS Y ATENCIÓN MÉDICA. ESTAS PERSONAS NO TIENEN TALES DERECHOS HASTA QUE USTED SE LOS OTORQUE MEDIANTE ESTE FORMULARIO. NO DEBE LLENAR NI COMPLETAR ESTE FORMULARIO SIN HABLAR CON UN ABOGADO Y RECIBIR ASESORAMIENTO SOBRE LOS PODERES QUE ESTÁ OTORGANDO A OTRAS PERSONAS Y SU IMPACTO LEGAL.

NO DEBE COMPLETAR ESTE FORMULARIO SIN UNA REFLEXIÓN PROFUNDA Y SIN ASESORAMIENTO DE EXPERTOS. SE LE RECOMIENDA HABLAR CON UN ABOGADO ANTES DE COMPLETARLO PARA COMPRENDER COMPLETAMENTE SU IMPACTO EN SUS DERECHOS Y PARA QUE LE ASISTA EN SU COMPLETACIÓN.

NO DEBE COMPLETAR ESTE FORMULARIO HASTA QUE LO ENTIENDA COMPLETAMENTE Y COMPREnda SU IMPACTO EN SUS DERECHOS, Y HASTA HABER HABLADO CON UN ABOGADO.

DURABLE POWER OF ATTORNEY FOR FINANCIAL MATTERS

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.

DATE

DURABLE POWER OF ATTORNEY FOR FINANCIAL MATTERS

KNOW ALL PERSONS BY THESE PRESENTS, that I, _____, presently residing in the Commonwealth of Pennsylvania revoke any and all prior appointments which I may have made under prior Financial Powers of Attorney and hereby appoint the following named person (hereinafter "my Agent") to act as my true and lawful Agent for me and on my behalf to perform all such acts as my Agent and in his or her absolute discretion, as fully as I could do if personally present:

_____.

In the event that my Agent predeceases me, or is unwilling or unable to serve as my Agent, I appoint the following named person as my alternate or successor Agent to act as my true and lawful Agent for me and on my behalf to perform all such acts as my Agent in his/her absolute discretion, as fully as I could do if personally present:

_____.

POWER NOT AFFECTED BY DISABILITY

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

WHEN POWER BECOMES OPERATIVE

This Durable Power of Attorney shall become operative immediately upon my signing this document before two witnesses and having it notarized.

GENERAL GRANT OF BROAD POWERS

My Agent is hereby given the fullest possible power to act on my behalf with regard to all financial matters: to transact business, make, execute, and acknowledge all agreements, contracts, orders, deeds, writings and instruments for any matter, with the same powers and for all purposes with the same validity as I could, if personally present.

SPECIFIC FINANCIAL POWERS INCLUDED IN GENERAL POWER

A. Without limiting the broad grant of powers already conferred, Agent shall have the following specified powers as defined by 20 Pa.C.S. Section 5603 and corresponding subparts:

1. To create a trust for my benefit.
2. To make additions to an existing trust for my benefit.
3. To claim an elective share of the estate of my deceased spouse.
4. To renounce fiduciary positions.
5. To withdraw and receive the income or corpus of a trust.
6. To engage in real property transactions.
7. To engage in tangible personal property transactions.
8. To engage in stock, bond and other securities transactions.
9. To engage in commodity and option transactions.
10. To engage in banking and financial transactions.
11. To borrow money.
12. To enter safe deposit boxes.
13. To engage in insurance and annuity transactions.
14. To engage in retirement plan transactions.
15. To handle interests in trusts and estates.
16. To pursue claims and litigation.
17. To receive government benefits.
18. To pursue tax matters.
19. To operate a business or entity.
20. To provide for personal and family maintenance.

B. Without limiting the broad grant of powers hereby already conferred, my Agent shall have the following additional powers if I did ascribe my initials next to the power listed below:

1. To create, amend, revoke, or terminate one or more revocable or irrevocable trusts other than as permitted under section 5602(a)(2), (3) and (7), including, but not limited to, a trust created in compliance with 42 U.S.C . §§ 1396p(d)(4) (A) or (C), or a pooled income spend down trust, with such person or persons or qualified non-profit association as my Agent shall select as the trustee or co-trustees (including but not limited to my Agent), without bond or other security, and with such other terms and provisions as my Agent shall deem appropriate, including, but not limited to such provisions that will facilitate my qualification for government benefits for my long-term health care and nursing home-level care needs. If I have already established a inter vivos trust, or if my Agent creates a inter vivos trust for me, this paragraph shall include the power to alter, amend or modify such inter vivos trust in a manner which is consistent with the provisions contained herein. Further, my Agent shall have the power to transfer all or part of the interest I may own in any real property, stocks, bonds, accounts with financial institutions, insurance, income and other property to the trustee of such inter vivos trust. _____
2. To create or change rights of survivorship. _____
3. To create or change a beneficiary designation. _____
4. To delegate authority granted under the power of attorney. _____
5. To waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan. _____
6. To exercise fiduciary powers that the principal has authority to delegate. _____
7. To disclaim property, including a power of appointment. _____
8. To Manage Digital Assets: My Agent is empowered to access the catalogue and the contents of all of my electronic communications (as defined in 18 U.S.C. § 2510(8)), as well as to access, utilize, manage, or close any and all of my Digital Assets. This authorization is intended to be construed to be lawful consent under the Electronic Communications Privacy Act of 1986, as amended; the Computer Fraud and Abuse Act of 1986, as amended; and any other applicable federal or state data privacy law or criminal law. For purposes of this section, "Digital Asset" means an electronic record in which I have a right or interest.

The term does not include an underlying asset or liability unless the asset or liability is itself an electronic record. For purposes of this definition, "electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities, and "record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

9. My Agent hereunder shall have the broadest possible authority to make such unlimited gifts or other transfers in any amount (even if such amount exceeds the gift tax annual exclusion provided for in section 2503(b) of the Internal Revenue Code 1986, as amended from time to time), for me and on my behalf in such amounts and in such manner, either outright or in trust, (using any or all of my real property or assets) to my spouse, my children and grandchildren, or any other relative as my Agent may decide, notwithstanding the fact that my Agent, who may also be within the class of donees, is a fiduciary under this instrument. Such gifts or other transfers may be used, but shall not be limited, to such purposes as my Agent determines may limit inheritance, estate or gift taxes, estate administration expenses, nursing home or other health care related expenses, or for any public or private benefits. I consider such gifts and transfers to be prudent estate planning and financial management and that such gifts and transfers are consistent with my intent regarding the disposition of my estate during my lifetime and after my death. Further, I do not view such gifts and transfers as a personal advantage to my Agent or a lack of fiduciary duty hereunder and such provision shall be given precedence over any conflicting provision in this document or any notice or acknowledgment attached thereto. _____

C. Powers over minor children:

I am the parent or guardian of the following minor children:

My Agent(s) shall have the authority to participate in my child(ren)'s education, including attending conferences with teachers or other educational authorities, participate in formulating any Individualized Education Program (IEP) or other courses of special education, grant permission for school trips,

athletics or other activities, and making any decisions and executing any documents regarding my child(ren)'s education.

Additionally my Agent(s) shall have broad power to make decisions regarding my child(ren)'s health care, including medical, mental, dental and optometric health care and to execute any consents and to examine any medical records.

My Agent shall have the authority to generally act and execute any and all documents which may be necessary and proper to provide for the needs of my child(ren).

D. I have included in the space below any powers I reserve or any exceptions to the power of my agents.

DUTIES OF AGENT

A. Duty to Act in Accordance With My Reasonable Expectations.

As their paramount duty, my Agent shall exercise the powers granted to them in Part I above for the purpose of carrying out my "reasonable expectations". By way of example, but not of limitation, my Agent should use the reasonable expectations standard when considering whether or not to increase or decrease the amount spent on my maintenance and support by more than a *de minimis* amount; to sell or terminate my lease on my current residence; to change the composition of my investment assets; and generally to take any action regarding my property or financial affairs that is more than purely ministerial in nature or what they is required to do in any event. In attempting to know what my reasonable expectations may be regarding a proposed action, my Agent should follow the guidelines stated below:

- i. My Agent should first discuss a proposed action with me personally, to the to the extent that they reasonably believe I am able to understand the risks and benefits of such action. In such case, my Agent shall carry out the directions or preferences I communicate to them at that time.

ii. If my Agent reasonably believes that I am incapable of understanding such risks and benefits, or of effectively communicating my choices and preferences, my Agent need not consult me, but in that case I expect my Agent to consider any evidence of my prior written or oral instructions, directions, and preferences that pertain to the proposed action.

For this purpose, I authorize my Agent to consult with my family members, professional advisors, and other persons with whom my Agent believes I may have had discussions relevant to the proposed action, in order to determine whether any of them can provide such evidence. In that event, my Agent shall take such action that will best carry out my directions or preferences, to the extent they may be manifest from such evidence.

B. Duty to Act in My Best Interest. If, after following the guidelines described above, my Agent still does not know enough about my reasonable expectations in order to base a decision as to a proposed action, they shall then make their decision based on what they do know of my instructions, directions, and preferences, as well as their own good faith judgment, as to what action, if any, would be in my best interest.

C. Duty to Keep and to Disclose Record of Transactions. My Agent shall keep a record of all transactions (including receipts, sales, and disbursements) that they engage in on my behalf. I further direct that, upon request, my Agent shall provide me and any other persons whom I may designate from time to time with a true copy of such records for such period of time as will be indicated in such request. Within thirty (30) days following the termination of this Durable Power of Attorney or of my Agent's individual service hereunder, they shall be required to disclose a copy of all such transaction records both to me, if I am then living, and to my successor Agent, the Guardian of my Estate, if applicable, or the personal representative or executor of my estate, if my death is the event that terminates this Durable Power of Attorney.

D. Duty to Avoid Conflict of Interests. My Agent shall avoid creating any conflict of interest that would impair his or her ability to act in my best interest.

E. Duty to Preserve My Estate Plan. My Agent shall attempt to preserve my estate plan, to the extent it is actually known by my Agent, if preserving the plan is consistent with my best interests based on all relevant factors.

F. Duty To Keep Funds Separate. My Agent shall keep his or her own funds separate and apart from my funds, unless our funds were not kept separate as of the date of execution of this Power of Attorney.

GENERAL PROVISIONS

A. Acceptance of Agent's Powers. I direct and intend that this instrument and all powers granted herein will be accepted and relied on by any person or entity to whom or which it is presented, and that such person or entity shall comply with any instructions given by my Agent in accordance with such powers until the time that such person or entity: (a) receives written notice of revocation by me or a Guardian of My Estate duly appointed by a court of competent jurisdiction; or (b) has actual knowledge of my death. I, for myself and on behalf of my estate, hereby release such person or entity from all liability for any action taken prior to such time in accordance with the instructions of my Agent.

B. Ratification of Agent's Actions. I, for myself and on behalf of my estate, heirs and successors, hereby ratify all actions, matters, and things that my Agent may lawfully do or cause to be done by virtue of this instrument.

C. Compensation of Agent. My Agent shall be entitled to reasonable compensation, payable at least annually, based upon the actual responsibilities that she has assumed and performed during such year. My Agent shall also be entitled to be reimbursed for all expenses that he or she may advance on my behalf in connection with the performance of his or her duties hereunder.

D. Rights of Revocation and Amendment. I retain the right to revoke or to amend this Power of Attorney and to substitute other agents in place of the Agent appointed herein. Revocation shall be complete upon my providing a written letter of revocation to my Agent, whether by personally handing such a written letter to him or her, by US mail to her last known address, by email, or by fax transmission. Amendments to this Power of Attorney will be made in writing by me personally (not by my Agent) and shall be attached to the original of this instrument and provided to my Agent.

E. Disability or Incapacity. This Power of Attorney shall not be affected by my disability or incapacity.

F. Copy of Power of Attorney. Except for the purpose of filing or recording, a photocopy or electronically transmitted copy of an originally executed power of attorney has the same effect as the original.

G. Reliance Upon Power of Attorney. This Power of Attorney shall continue in force and may be accepted and relied upon by any person or institution to whom it is presented, even though I may have revoked this Power of Attorney or have died, unless such person has actual knowledge of such event.

H. Choice of Law. Questions pertaining to the validity, construction, and powers created in this instrument shall be determined in accordance with the laws of the Commonwealth of Pennsylvania, including specifically Chapter 56 of the Pennsylvania Probate, Estates, and Fiduciaries Code, as amended from time to time.

This instrument is executed by me in the Commonwealth of Pennsylvania, but it is my intention that this Power of Attorney be exercisable in any other state or jurisdiction where I may have any real or personal property, or interest in such property.

I. Miscellaneous. All words used in this Power of Attorney in any gender shall extend to and include all genders and numbers when the context or facts so require, and any pronouns shall be taken to refer to the person or persons intended regardless of gender or number. The document may refer to "her" instead of "him" or "them", but where context required, "her" shall be read as "him" and vice versa.

IN WITNESS WHEREOF, and intending to be legally bound, I have hereunto set my signature this _____ day of _____, 20____.

Principal

Witness 1

Print Name:

Address:

Witness 2

Print Name

Address:

AGENT ACKNOWLEDGMENT

I, _____, have read the attached Power of Attorney and am the person identified as the Agent for the principal. I hereby acknowledge that, in the absence of a specific provision to the contrary in the Power of Attorney or in 20 Pa. C.S.A., 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.

Additionally:

I shall keep the assets of my principal separate from my assets.

I shall keep a full and accurate record of all actions, receipts and disbursement on behalf of the principal.

Act with the care, competence and diligence ordinarily exercised by agents in similar circumstances.

Cooperate with a person who has the authority to make healthcare decisions for the principal to the extent required by 20 PaC.S.A section 5601.3(b) (5).

Attempt to preserve the principal's estate plan to the extent required by 20 PaC.S.A section 5601.3(b)(6).

Date

AGENT ACKNOWLEDGMENT

I, _____, have read the attached Power of Attorney and am the person identified as the Agent for the principal. I hereby acknowledge that, in the absence of a specific provision to the contrary in the Power of Attorney or in 20 Pa. C.S.A., 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.

Additionally:

I shall keep the assets of my principal separate from my assets.

I shall keep a full and accurate record of all actions, receipts and disbursement on behalf of the principal.

Act with the care, competence and diligence ordinarily exercised by agents in similar circumstances.

Cooperate with a person who has the authority to make healthcare decisions for the principal to the extent required by 20 PaC.S.A section 5601.3(b) (5).

Attempt to preserve the principal's estate plan to the extent required by 20 PaC.S.A section 5601.3(b)(6).

Date