

DELAWARE DURABLE (FINANCIAL) SPRINGING POWER OF ATTORNEY

NOTICE

As the person signing this durable power of attorney you are the Principal.

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, 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 durable power of attorney are explained more fully in Delaware Code, Title 12, Chapter 49A, § 49A-114 and §§ 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.

[signature of Principal]

[print name of Principal]

Date: _____, 20__

**GENERAL DURABLE SPRINGING POWER OF ATTORNEY
(DELAWARE)**

I _____ with an address of: _____
[insert friar name] _____

as principal hereunder, do hereby appoint _____
[insert name of HNP friar Agent]

as my true and lawful agent and attorney-in-fact (hereinafter, "Agent") to act for me in my name, place and stead with respect to all of my business and financial matters of any kind, type or nature, including, by way of example and not limitation, all of the following matters:

(A) Real property transactions. To purchase, sell, accept, receive, acquire, possess, lease, pledge, mortgage, exchange, maintain, repair, improve, raze, alter, rebuild, manage, insure and in any other way or manner deal with any interest in real property whatsoever, and to enter into contracts and agreements for the foregoing.

(B) Tangible personal property transactions. To purchase, sell, accept, receive, acquire, possess, lease (as lessor or lessee), pledge, mortgage, exchange, maintain, repair, improve, manage, insure and in any other way or manner deal with any personal property whatsoever, tangible or intangible, or interest therein, and to enter into contracts and agreements for the foregoing.

(C) Stock and bond transactions. To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

(D) Banking and other financial institution transactions. To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations; to pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me (including by my Agent in exercise of the powers hereunder); to borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part; to have free access at any time or times to any safe deposit box or vault to which I might have access.

(E) Business operating transactions. To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in; to organize or continue and conduct any business which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; to operate, buy, sell, expand, contract, terminate or liquidate any business; to direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, to exercise all powers with respect to business interests and operations which I could if present and under no disability.

(F) Insurance and annuity transactions. To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself as beneficiary of any such insurance contracts.

(G) Estate, trust, and other beneficiary transactions. To accept, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for me; to assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; to establish a revocable trust solely for my benefit that terminates at my death and is then distributable to the beneficiaries of my estate; to make gifts of any real and personal property; and, in general, to exercise all powers with respect to estates and trusts which I could exercise if present and under no disability.

(H) Claims and litigation. To commence, prosecute, discontinue, defend, settle or assign all actions, lawsuits or other legal proceedings touching my real or personal property or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way involved or concerned; to defend, settle, compromise, adjust, make allowances, compound, and submit to arbitration all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person or entity.

(I) Personal and family maintenance. To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations.

(J) Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service. To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; to sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; to control, deposit to any account, collect, receive, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, to, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which I could exercise if present and under no disability.

(K) Retirement plan transactions. To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); to select and change payment options for me under any retirement plan; to make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; to exercise all investment powers available under any type of self-directed retirement plan; and, in general, to exercise all powers with respect to retirement plans and retirement plan account balances which I could if present and under no disability.

(L) Tax matters. To prepare, make elections, execute and file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, execute and file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, compromise, contest or apply for refunds in connection with any taxes or assessments for which I am or may be liable.

Springing Event. This power of attorney shall be effective during any such time or times that by reason of disability or incompetence, (1) I lack capacity to sufficiently understand my business and financial matters, and/or (2) I lack capacity to sufficiently make or communicate decisions with respect to my business and financial matters, as either or both of the foregoing shall be certified by two physicians, one

of whom certifies he/she is my then treating physician (either or both of the foregoing, a “Springing Event”). The power of my Agent to act under this document as set forth herein shall continue in effect during the pendency of each such Springing Event.

The foregoing certification shall be acknowledged before a notary public. A copy of the foregoing certification shall be attached to this power of attorney. All persons relying on any such written statements attached to this power of attorney may presume that the identity and qualifications of the persons signing any such statement are what they purport to be. There shall be no duty to make further inquiry or investigation beyond the review of each written statement itself. No physician furnishing any such written statement shall be liable to me, the Agent or any other person for furnishing the same in good faith, for the disclosure of any information about me or my financial affairs contained in the statement, nor for any act or omission of my Agent.

This power of attorney is, subject to the occurrence of a Springing Event, effective immediately and will continue until it is revoked, provided I cannot revoke this power of attorney during the pendency of any Springing Event. For the avoidance of doubt, this power of attorney shall be construed as a general durable power of attorney and shall continue to be effective during the pendency of any one or more Springing Events.

Successor Agent. If my Agent named above shall die, become incompetent, resign or refuse to accept the office of Agent, I name the following individual as successor to such Agent:

Liability of Agent. My Agent shall not be liable for any acts or decisions made in good faith by the Agent in furtherance of the powers set forth in this power of attorney.

Choice of Law. This power of attorney will be governed by the laws of the State of Delaware without regard for conflicts of laws principles. It was executed in the State of Delaware and is intended to be valid in all jurisdictions of the United States of America and all foreign nations.

Third-Party Reliance. I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party has knowledge of the revocation.

[Remainder of page blank.]

SIGNATURE OF PRINCIPAL:

Signed this _____ day of _____, 20__

[Your Signature]

[Your Social Security Number]

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF DELAWARE
COUNTY OF _____

This document was personally acknowledged before me on _____, 20__ by
_____ [name of principal].

[Notary Seal]:

(Signature of Notarial Officer)

(Print Name of Notarial Officer)

Title (and Rank)

My commission expires: _____

WITNESS

Signed in the presence of one adult witness who is neither (a) related to the principal by blood, marriage, or adoption; nor (b) entitled to any portion of the estate of the principal under the principal's existing will or codicil or amendment thereto or trust instrument.

[signature of Principal]

[print name of Principal]

Date: _____, 20__

AGENT'S CERTIFICATION

I, _____ [Name of Agent], have read the attached durable springing power of attorney, 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, 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; and
- 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 to the contrary in the durable personal power of attorney, when I act as Agent, I shall:
- Keep the assets of the Principal 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 of Agent]

[print name of Agent]

Date: _____, 20__