**DURABLE FINANCIAL POWER OF ATTORNEY OF** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

I appoint \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to be my Attorney-in-Fact (referred to as my Agent).

Upon resignation, incapacity or death, I appoint \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to serve as my Agent.

If I have not designated a person or entity to serve as successor Agent upon the resignation, incapacity or death of the Agent then serving, or that person is unable or unwilling to serve, my Agent then serving will have the power to name a replacement or successor Agent or Agents. The designation must be made in a notarized writing.

This power of attorney is effective upon signing.

My Agent shall have full power to handle and manage my affairs, which power shall be exercised for my exclusive benefit. The powers granted include, without limitation, the power to:

General Powers: Perform all acts related to my property and affairs as I could if acting personally, both now and in the future.

Agents: Grant authority to one or more agents to carry out the decisions or actions required by my Agent, and to revoke the authority of such agents; to appoint an ancillary Agent for me in any jurisdiction or country, and grant to the ancillary Agent such of the powers granted herein to my Agent as my Agent may specifically delegate in writing, with such restrictions or limitations thereon as my Agent may deem appropriate, and to revoke such appointment; and to appoint an additional person or persons to serve jointly or severally with my Agent, and to revoke such appointment.

Annuities: Purchase and/or contribute to annuities for my benefit; give permitted directions regarding investments under such annuities; make application for benefits; and

exercise the rights and elections I possess with respect to such annuities, except beneficiary designations.

Beneficiary Designations: My Agent is not authorized to change a beneficiary designation made by me, including a POD (pay on death) or TOD (transfer on death) arrangement, on any asset of mine.

Borrowing: Borrow such sums upon such terms and for such purposes as my Agent deems appropriate, with or without security; and for such purposes sign, seal, acknowledge and deliver notes, bonds, mortgages, deeds of trust, financing statements, assignments and other such documents as my Agent deems appropriate.

Business: Continue any business, incorporated or unincorporated, in which I may have an interest, or liquidate the same, including without limiting the generality of the foregoing the power to (a) invest additional sums in such business even to the extent that my estate is invested largely or entirely in such business, (b) act as or select other persons to act as directors, officers or employees, for compensation determined without regard to my Agent being a fiduciary hereunder, and (c) do all other things related to the business deemed appropriate by my Agent.

Cash Accounts: Sign checks and drafts for the withdrawal of funds on deposit to my credit, including joint accounts, whether custodial, agency, brokerage, checking, special, savings or other type of account at any bank, savings association, credit union or other depository; endorse checks, drafts and other negotiable paper payable to me; deposit the same to the credit of any such account; open a new account; waive or require demand, protest and notice of protest; and receive statements of account and canceled checks.

Compensation: Determine and receive reimbursement for expenses incurred and reasonable compensation for services rendered.

Compliance by Third Parties: Initiate litigation to require third parties to recognize the validity of this power of attorney, and to seek equitable relief and damages, including punitive damages, for injury to me or my estate because of any non-recognition.

Credit Cards: Cancel or continue my credit cards, debit cards, charge accounts and memberships in clubs and other personal credit arrangements, whether individual or joint. Domicile: Change my domicile and/or place of residence, for any reason, at any time and from time to time, to any other jurisdiction in Virginia or to any other state or country.

Disclaimers: Disclaim, in whole or in part, any bequest, legacy, devise, gift, interest in any trust, interest in any other property, or power.

Electronic Account Access: Obtain access to and use my online user identifications, passwords and personal identification numbers ("PIN") to access my accounts and perform transactions on my behalf. This includes the authority to make and cancel electronic payments and to register and cancel electronic delivery of information related to my accounts.

Federal Benefits: Exercise the rights I have, except the right to change beneficiary designations, under any benefit programs administered by the federal government or any of its subordinate agencies, including without limitation the Federal Thrift Savings Plan (TSP), the Civil Service Retirement System (CSRS), the Federal Employee Retirement System (FERS), the Federal Employees Group Life Insurance (FEGLI) program, the Federal Employee Health Benefits (FEHB) Program, the Social Security Administration, Medicare and medical benefits provided by the military.

Gifts: My Agent is not authorized to make gifts on my behalf.

Health Care Expenses: Pay my medical and other health care expenses.

Hiring: Hire, remove and replace accountants, agents, appraisers, attorneys, brokers, consultants, custodians, investment advisors, investment counsel, investment managers, real estate brokers, tax specialists, workmen, domestic help and others; pay reasonable fees, salaries, wages or other remuneration to such persons.

Life Insurance: Purchase, maintain, surrender, collect, cancel, sell and assign life insurance policies and annuities of any kind on my life or the life of anyone in whom I have an insurable interest and to exercise all other options, rights, benefits and privileges available to me, except the right to make beneficiary designations and the right to exercise any power over life insurance owned by me insuring my Agent, the existence or exercise of which would cause part of my property to be included in the gross estate of my Agent for federal estate tax purposes.

Other Insurance: Purchase, maintain, surrender, collect or cancel my automobile, home, liability, casualty, hospital, medical, Medicare supplement, Veterans, custodial care, long term care and disability insurance; pay premiums, select options, increase coverage, pursue claims and adjust losses, as to both private and public plans, policies and benefits, including but not limited

to Medicare, Medicaid, SSI, Workers Compensation and Veterans insurance and other benefits; and elect continuation or COBRA coverage under any health benefits plan.

Investments: Buy, sell, receive information, vote and exercise all other rights with respect to all types of partnerships, limited liability companies and other investment entities.

Litigation: Commence and carry on actions, suits and other proceedings on my behalf; interplead, intervene, join in and defend actions, suits and other proceedings brought against me or my property or in which I have an interest; demand, sue for, compromise, settle and collect damages for breach of contract, personal injury and all other types of claims in law and equity; make, execute and deliver pleadings, discovery documents, receipts, releases, settlement agreements and all other documents necessary for the foregoing.

Mail: Redirect my mail, from time to time.

Memberships: Cancel, modify or continue my membership in clubs and other organizations, pay dues and assessments, cancel, continue or transfer the right to season ticket sales and purchases.

Personal Property: Buy, sell, encumber, transfer, deliver, store and insure tangible personal property, including without limitation household and office goods, furniture and furnishings, jewelry, books, automobiles, boats, art, clothing and personal effects; and sign, seal, acknowledge and deliver bills of sale, leases, assignments, agreements, financing statements, receipts and other instruments related to the same. **MY AGENT IS DIRECTED TO REVIEW MY WILL AND ATTEMPT TO DETERMINE IF I HAVE SIGNED A TANGIBLE PROPERTY GIFT MEMO, TO CONFIRM THAT A SALE WILL NOT INVALIDATE A GIFT IN ONE OF THOSE DOCUMENTS.**

Pets: I authorize my Agent to pay the expenses associated with the feeding, care (including veterinary costs), grooming and shelter of my pets. My Agent is further authorized and directed to reimburse another person who has paid for such expenses.

Powers of Appointment: Exercise in whole or in part, release or let lapse any power of appointment, whether limited or general.

**REAL PROPERTY: BUY, SELL, LEASE, MORTGAGE, SUBDIVIDE, DEVELOP, REPAIR, IMPROVE, TRANSFER AND CONVEY REAL ESTATE FOR SUCH SUM OR SUMS OF MONEY OR OTHER CONSIDERATION AS MY AGENT SHALL DEEM MOST FOR MY ADVANTAGE AND PROFIT; SIGN, SEAL, ACKNOWLEDGE AND DELIVER ALL NECESSARY DEEDS, LEASES, ASSIGNMENTS, EASEMENTS, AGREEMENTS, MORTGAGES, REVERSE MORTGAGES, NOTES, SETTLEMENT STATEMENTS, RELEASES AND OTHER SUCH INSTRUMENTS AND DOCUMENTS, WITH ALL NECESSARY OR CONVENIENT COVENANTS, WARRANTIES AND ASSURANCES, AS ARE DEEMED APPROPRIATE BY MY AGENT.**

Retirement Plans: Create and/or contribute to retirement, pension, profit sharing, defined benefit and other such plans for my benefit; give permitted directions regarding investments under such plans; exercise stock options; make application for benefits; enforce, receive or roll over benefits; and exercise all other rights and elections I possess with respect to such plans, except the right to change beneficiaries, including without limitation, Keogh, 401(k), IRA, Roth IRA, SEP-IRA, TSP, CSRS, FERS and other plans governed by ERISA, except that my Agent may only waive spousal rights I may have in a retirement plan of my spouse if my Agent does not benefit, directly or indirectly, from such waiver.

Revocable Trust: Transfer property of mine to the trustee of a revocable trust created by me and of which I am a beneficiary, whether such trust is created before or after the signing of this Durable Financial Power of Attorney; and the receipt of the property by the trustee shall relieve my Agent from all further liability and accountability for such property. My Agent shall have no power to amend or revoke a revocable trust created by me, or any power over the assets of a revocable trust created by me, except to the extent expressly granted by the trust or authorized by the GIFTS or the SUPPORT AND MAINTENANCE paragraph or the SUPPORT AND MAINTENANCE OF OTHERS paragraph of this document.

Reward Programs: Redeem for cash or other compensation, or transfer to a family member, and otherwise deal with any benefits that may have accrued to me as a result of travel, credit card use, etc.

Safe Deposit Box: Have access to safe deposit boxes held in my name alone or jointly with another, and to remove my Will, other testamentary instruments, securities, documents and other property.

Securities: Buy and sell stock, bonds, Treasury securities, debentures, notes, mutual funds and all other negotiable and non-negotiable instruments of whatever kind; vote stock in person or by proxy; exercise stock options; participate in voting trusts and other transactions involving the common interests of security holders; and exercise all other rights of ownership.

Support and Maintenance: Pay my bills, debts and other obligations and pay my health, support and maintenance expenses.

Support and Maintenance of Others: Support any person I am supporting, in the same standard of living I am providing (adjusted by circumstances and inflation, if necessary), and others to whom I owe an obligation of support, in each case to the extent deemed appropriate by my Agent. My Agent may obtain funds for such payments from a revocable trust created by me.

Taxes: Represent me and hire counsel and/or accountants to represent me before any office of the Internal Revenue Service, and of the Virginia Department of Taxation, and any other country, state, county, city or other taxing authority, in connection with any tax matter (including specifically any individual income tax or gift tax matter for the years 2000 through 2050); receive and/or inspect confidential information, notices and other written communications addressed or related to me; perform any and all acts that I can perform with respect to said tax matters; prepare, sign and file tax returns (including specifically U.S. Forms 1040 and 709, Virginia Form 760 and all other forms that may be filed in connection with any of them), estimates, waivers, consents, protests, receipts, refund claims, requests for rulings, agreements and petitions; receive and negotiate checks in payment of any tax refund; execute Form 2848 (Power of Attorney and

Declaration of Representative) and Form 8821 (Tax Information Authorization). The following provisions apply to the administration of my affairs:

Accounting: My Agent shall account in writing to me for action taken on my behalf, and shall account to a court-appointed guardian if one is appointed for me, as required by law. If I am incapacitated, no guardian has been appointed for me and my spouse is not acting as my Agent, my Agent shall account to my children at least once every six (6) months by giving them a listing of my assets under the control of my Agent and their present values, and a statement of the receipts and disbursements made by the Agent during the preceding six (6) months.

Agent as Court-Appointed Fiduciary: My Agent shall be eligible to serve in all other fiduciary capacities for me or my benefit, including but not limited to service as Trustee, Guardian, Conservator, Committee, Executor and Administrator.

Consultation with Lawyers, Accountants and Financial Advisors: My Agent is permitted to consult with my lawyers, accountants and financial advisors, to review any documents of mine in their possession, to discuss with them my estate plan, financial plan and tax situation and to discuss with them the ramifications of taking or not taking action on my behalf. A professional consulted by my Agent under this paragraph shall not be liable to me, my estate, heirs, successors or assigns for any breach of ethical duty or obligation as a result of that persons disclosure to my Agent of information concerning my affairs or disclosure to my Agent of the advice given to me.

Disposition of Property: No person relying or acting upon this Durable Financial Power of Attorney shall be required to see to the application or disposition of property paid or delivered to my Agent.

Durable Power: Neither this Durable Financial Power of Attorney nor the authority granted by it will terminate on my disability, incompetence or incapacity.

Duty to Act: My Agent shall have no duty to act on my behalf, but may act or refrain from acting as my Agent deems appropriate in my Agents sole discretion. My Agent shall have no responsibility to make my property productive of income, to increase the value of my estate or to diversify my investments.

Fiduciary Duty: My Agent is my fiduciary and as such owes me a duty of loyalty and good faith in all dealings undertaken by my Agent on my behalf.

Health Care Expenses: My Agent is directed to pay my health care expenses authorized by the Agent named in my Advance Medical Directive. If there is a difference of opinion between my medical agent and my financial agent, my financial agent is directed to pay all such expenses approved by my medical agent.

Incapacity of Agent: In the absence of actual knowledge to the contrary, a person presented with this power of attorney may rely on a written statement by one acting joint Agent that the other is incapacitated, and on a written statement by a successor Agent that the acting Agent is incapacitated. If the successor Agent was not named in this document but appointed by an acting Agent, the successor Agent must produce written evidence of appointment.

Investment: My Agent is not required to sell any assets of mine or invest any cash of mine, but if my Agent chooses to sell or invest my Agent will be subject to the provisions of the Prudent Investor Rule paragraph below.

Liability of Agent: My Agent shall not be liable to me, my estate, my heirs, successors or assigns for refraining from acting on my behalf. With respect to actions other than investment decisions to buy or sell, my Agent shall likewise not be liable for acting on my behalf, except for gross negligence or willful misconduct. My Agents liability for investment decisions to buy or sell shall be controlled by the provisions of the Prudent Investor Rule paragraph below.

Prudent Investor Rule: My Agent shall not be subject to the prudent investor rule, but may buy, sell and hold any assets my Agent deems appropriate, without a requirement to hold productive assets or to diversify investments.

Revocation of this Document: Any person relying or acting upon this Durable Financial Power of Attorney shall be fully protected in presuming that it has not been revoked, unless such person has actual notice of revocation. Any person may rely on a written statement by my Agent that a copy of this Durable Financial Power of Attorney is a true copy of the original and that the original has not been revoked.

Revocation of Prior Financial Powers: The execution of this document revokes all powers of attorney related to financial matters previously executed by me.

Self-Dealing: It shall not be a breach of fiduciary duty for my Agent to transact business with my estate during my lifetime, nor shall such activity or the gifting of my property to my Agent be prohibited by any rules regarding self-dealing. No Agent will be liable for entering into transactions on my behalf with himself or herself, or for gifting to himself or herself, so long as the transaction is authorized by this Power of Attorney and my Agent believes in good faith that such transaction is in my best interest.

Virginia Law: This document shall be governed by the laws of Virginia.

Signed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

Witness

\*Social Security #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (see note below)

Witness

\* If this document is to be recorded I direct that my

social security number be redacted before recording.

COMMONWEALTH OF VIRGINIA,

COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public in and for the aforesaid jurisdiction, do hereby certify that this day personally appeared before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose name is signed to the foregoing Durable Financial Power of Attorney, and acknowledged the same before me in the aforesaid jurisdiction.

Given under my hand on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public