Pro Bono Estate Planning: Vanilla Cases, Sweet Results

Date: October 30, 2026

Time: 12:00 pm – 1:00 pm

Location: Zoom (https://urichmond.zoom.us/webinar/register/WN_8RXy_bzPT8-3cpSUH20fVQ)

Speaker: G. Andrew Nea, Jr., Esq.
Williams Mullen

Ami Kim, Executive Director
Greater Richmond Bar Foundation

Contact: Tara Casey
Director, Carrico Center for Pro Bono & Public Service
University of Richmond School of Law
203 Richmond Way
Richmond, VA 23173
804-287-1207
tcasey@richmond.edu

Description:

"In this world nothing can be said to be certain, except death and taxes." Benjamin Franklin, 1789.

While the certainty of this truth remains unchanged since 1789, many Americans are not prepared for how their financial and legal affairs will be managed when they are no longer capable or present to handle them. Without key planning documents in place, individuals languish in uncertainty over whether their wishes will be effectuated. Further, loved ones are forced to navigate court and bureaucratic hurdles in order to access medical care or manage the financial obligations of their friend or family member in need.

Andy Nea, Pro Bono Parter at Williams Mullen, created the Pro Bono Wills Clinic to bring pro bono estate planning services into the communities where they are needed, granting clients the peace of mind that comes with knowing they are prepared for what the next chapter of life may bring. These pro bono clinics connect pro bono attorneys and volunteer law students with clients to draft wills, powers of attorney, and medical directives – all signed, notarized, and effective the day of the clinic.

Please join the Carrico Center as we welcome Andy and Ami Kim, Executive Director of the Greater Richmond Bar Foundation, the institutional partner in the Pro Bono Wills Program. Together, they will walk attendees through the steps of drafting a will, power of attorney, and medical directive for a pro bono client and share instructions on how attorneys can bring this newfound knowledge to use at a Pro Bono Wills Clinic in the future.

Biography of Presenter

G. Andrew Nea, Jr., Esq.
Williams Mullen

Andy Nea is Williams Mullen's pro bono partner, working to assist a number of non-profit organizations. He serves as counsel to Metro Richmond Habitat for Humanity and the Heart of Virginia Council of the Boy Scouts of America.

He is the recipient of the Richmond Bar Association's John C. Kenny Pro Bono Award, the Greater Richmond Bar Association's Benjamin Lacy Pro Bono Award, the Virginia Bar Association's Roger D. Groot Pro Bono Award and the Virginia State Bar's Lewis F. Powell, Jr., Pro Bono Award, for providing legal services to the poor and underserved. Mr. Nea has also received awards for his pro bono services from CancerLINC, Habitat for Humanity and Senior Connections.

Mr. Nea has created a program to provide simple life planning documents to low-income seniors, veterans, at-risk moms and recovering addicts. Through clinics staffed by volunteer lawyers and assisted by either law students or community volunteers, thousands of individuals have been provided with a simple will, power of attorney and an advance medical directive.

He has been listed as one of Virginia's "Legal Elite" by Virginia Business magazine and was listed in The Best Lawyers in America©. Virginia Lawyers Weekly named Mr. Nea among its class of "Leaders in the Law." In addition, Martindale Hubbell has ranked Mr. Nea an AV preeminent attorney, its highest rating available.

Mr. Nea is a former member of the board of governors of Christchurch School, a private college preparatory school located in Middlesex County, Va. and of Church Schools in the Diocese of Virginia. He also formerly served on the board of directors of the Greater Richmond Bar Foundation, which serves the public and legal profession by supporting, facilitating and promoting the delivery of pro bono services for non-profit organizations.

Mr. Nea has served as a visiting professor through the Center for International Studies of Salsbury, Austria at St. Petersburgh State University in St. Petersburgh, Russia; Belgorod State University in Belgorod, Russia; The University of National and World Economy in Sofia, Bulgaria; Mykolas Romeras University in Vilnius, Lithuania; The University of Kragujevac, Serbia; the University of Sarajevo in Sarajevo, Bosnia-Herzegovina; Opole University in Opole, Poland; the University of Pardubice in the Czech Republic; and Wisdom University in Tirana, Albania. The CILS program provides volunteer senior lawyers the opportunity to teach at universities in the former Soviet Union and Eastern Europe.

Past chair of the Real Estate and Financial Services Practice Group at Williams Mullen, Mr. Nea concentrated his practice in the representation of both regulated and nonregulated lenders and served as counsel to the Virginia Association of Community Banks for over 25 years. Mr. Nea also has authored and edited a number of articles and publications dealing with finance, real estate, foreclosures, and creditors' rights, including Secured Transactions under Revised Article 9 of the Uniform Commercial Code, Enforcement of Liens and Judgments and Real Estate Transactions in Virginia.

Mr. Nea joined Williams Mullen after a two-year appointment as the law clerk to the late Harold F. Snead, Chief Justice of the Virginia Supreme Court. He graduated from the University of Richmond

School of Law and received a Bachelor of Arts degree from Washington & Lee University. He is a member of the Virginia State Bar and is admitted to practice before the Supreme Court of the United States and various state and federal courts.

Ami Kim, Executive Director
Greater Richmond Bar Foundation

Ami Kim serves as the Executive Director of the Greater Richmond Bar Foundation, which serves the public and the legal profession by supporting, facilitating, and promoting the delivery of pro bono legal services. Ms. Kim joined GRBF in 2020, following a successful career at Virginia Public Media, where she led digital media strategy as part of the station's leadership team. Ms. Kim is a recovering lawyer, with experience in private practice at Sands Anderson and as part of Capital One's General Counsel Department. She uses her nonprofit operational expertise and passion for innovation and process optimization to help GRBF expand its reach and influence in Central Virginia and beyond. Ms. Kim received her law degree from the College of William & Mary and her undergraduate degree in Economics from the University of Michigan. She lives with her husband, 3 young adult kids, and 2 neurotic dogs in Midlothian, Viriginia, where she enjoys photography and singing with the choir of the Cathedral of the Sacred Heart.

Pro Bono Estate Planning: Vanilla Cases, Sweet Results

Agenda

This presentation covers the law and processes for providing pro bono estate planning services to low-income and/or uncomplicated asset-holding clients. The additional documents will serve as templates for prospective pro bono attorneys and law students to use in their representation of clients during a Pro Bono Wills Clinic, sponsored by the Greater Richmond Bar Foundation. The purpose of this course is to teach prospective pro bono attorneys and volunteer law students about this area of law and give them the tools necessary to provide pro bono representation.

Introductions	12:00 pm
1. The Pro Bono Client at Wills Clinic. 2. Nuts and Bolts of Drafting a Will, Power of Attorney, and Medical Directive. 3. Common Issues and How to Address Them 4. Pro Bono Mentorship 5. Next Steps for Engagement	12:10 am – 12:50 pm
Questions & Answers	12:50 pm – 1:00 pm

Pro Bono Life Planning Document Program

G. Andrew Nea, Jr., Pro Bono Partner

2026

WILLIAMS MULLEN

The Need

- Over 80% of low-income seniors have no life planning documents.
- Consider
  - No Will, the state makes one for you
  - No Power of Attorney, the family must have a conservator and guardian
  - No Advance Medical Directive, you receive the hospital protocol

Scope of Program

> **THIS IS A LIMITED REPRESENTATION PROGRAM, Key to program is simplicity:**
  - No T&E Experience Needed
  - Everything is provided
  - No follow-up obligation
> **Program provides three basic life planning documents:**
  - Will
  - Durable Power of Attorney
  - Advance Medical Directive
> **Program does not include:**
  - Review of documents
  - Preparation of codicils or amendments
  - General legal advice

Scope of Program

- **Goal: provide client basic documents and peace of mind that critical life planning issues have been addressed.**
- **Clients will have been screened by host organization and determined eligible for pro bono services.**
  - Organizations may use different eligibility criteria
  - HUD Guidelines most common standard
- **Volunteers do not question host's qualification of client.**

Scope of Program

- Clients will have completed a questionnaire expressing their wishes.
- The program is able to serve the needs of 99% of all clients.
- If client's wishes cannot be met, or if client has other legal needs, refer client to Virginia State Bar's Lawyer Referral Service, (804) 775-0500.

Collection of Information

Collection of Information

- ***Questionnaire.*** **The host requires each client to complete a questionnaire prior to the clinic.**
- **Verify the information on the Questionnaire:**
- **CLIENT STATUS**
  - That the client is a Virginia resident and has with them a current government issued photo ID.

Collection of Information

> ***Marital Status*.**

- Determine the marital status of the client.
- A spouse remains a spouse until death or the entry of a final divorce decree.
- Some clients may have been separated for many years without the formality of a divorce decree.
- Always ask whether the client has “papers” formally dissolving the marriage.
- The will form contains language that can be used when the client is separated or in the process of obtaining a divorce.

Collection of Information

> ***Children*.**

- Determine the names and status of all children.
- Step children are not considered descendants under Virginia law.
- An adopted person is the child of the adopting parent and not the biological parent.
- It is important to name each child that will inherit.
- The will form contains language that can be used when a child is not to inherit.

Collection of Information

> ***Asset Information.***

- Discuss the client's assets and how the assets are titled:
- Determine whether the asset is solely owned, or owned jointly, or jointly with right of survivorship,
- Jointly owned assets with survivorship and assets with a designated beneficiary pass outside of the Will.
- Real Estate titled with survivorship
- 401K and IRA plans
- Bank Accounts with POD designation
- Stocks with TOD designation
- Vehicles and boats titled with survivorship
- Life Insurance

Documents Offered

Documents Offered - WILL

> **The Will is very simple.**
  - No tax, estate or business succession planning.
  - Revokes all prior Wills.
  - Directs payment of Debts including funeral expenses.
  - Provides for memorandum for Disposing of Tangible personal property (from provided with closing package).

> **Will has only four dispositive provisions after paying expenses and disposing of tangible personal property:**
  - **Option A**. All to spouse, equally to children, per stirpes, if spouse does not survive.
  - **Option B**. Equally to children, per stirpes.
  - **Option C.** All to designated person or charity with alternate.
  - **Option D**. Divided equally among designated persons who survive.

Documents Offered - WILL

- **No transfer of assets in a business.**
- **No specific transfer of real estate.**
- **No specific bequests.**
- **Only trust provisions relate to a minor who becomes a beneficiary.**
  - The minor's funds are held under Virginia's Uniform Transfers to Minors Act (Va. Code §64.2-1900 et seq).

Documents Offered - WILL

- **There are will provisions to:**
  - Nominate a guardian for minor children.
  - Deal with marital separation
  - Disinherit a child
- **Executor given powers under Va. Code §64.2-105 which, among other things grants the power to sell real estate.**
- **Surety is waived on the executor's bond.**
- **A person who fails to survive by 30 days is deemed to have predeceased the testator.**

Answers to FAQs NOT ADDRESSED IN WILL FORM

- **Monetary Bequests** Open a P.O.D. (Payable on Death) bank account designating the recipient as the P.O.D. payee. A P.O.D. account belongs to the original payor during the original payor's lifetime and not the P.O.D. payee.
- **Tangible Personal Property Bequests** Use form provided in departure kit.
- **Stock Bequests** Register the stock with a T.O.D. (Transfer on Death) designation. Works like a P.O.D. bank account. The T.O.D. beneficiary has no lifetime rights in the security.
- **Motor Vehicles and Titled Boats** Have the vehicle or boat titled with the words "or survivor" appearing after the names of the owners. Note: the parties listed on the title are co-owners for all purposes, including creditors rights issues.

Answers to FAQs

- **Transfer of Real Estate** Use a transfer on death deed. Does not convey any legal or equitable interest to the beneficiary during the owner's lifetime and is revocable. Va. Code §64.2-635.
- **Incompetent or Disabled Beneficiary** Create Irrevocable Special Needs Trust which allows assets to be transferred for the benefit of the disabled person without loss of governmental benefits.
- **Funeral Arrangements** Either create a separate letter of instructions or arrange for a "pre need" contract with a funeral home.

Documents Offered – Power of Attorney

> **What is a Durable Power of Attorney?**

- A document that is effective upon execution, appoints an individual to act in the principal's place with regard to business and financial matters and does not terminate upon the principal's disability.
- The form is intentionally broad and enables the agent to take almost any business action that the principal could take.
- The form does not cover medical matters.
- The form is based on the Virginia Uniform Power of Attorney Act (Va. Code §64.2-1600 et. seq.).

Documents Offered – Power of Attorney

> **When does a power of attorney terminate?**

- All powers of attorney terminate on the death of the principal.
- Powers of attorney also terminate
  - when an action is filed for divorce
  - upon a legal separation from the agent
  - revocation by the principal or
  - the death or resignation of the agent
  - (Va. Code §64.2-1608)

Documents Offered – Power of Attorney

- **Co Agents**
  - The form provides for a primary and alternate agent.
  - The alternate agent may act if the primary agent resigns or is unable to serve.
- **Multiple Powers of Attorney**
  - If an individual has executed more than one power of attorney, each is valid and equal until revoked.
  - The grantor of the power should let each agent know which power is primary.
- **The grantor can control who uses the power by retaining the instrument.**

Documents Offered – Power of Attorney

> **Agent's Duties**

- The agent is obligated to act in good faith within the principals' reasonable expectations, to the extent actually known; otherwise, the agent is obligated to act in the principal's best interests.
- The agent owes a duty of loyalty and must act with care, competence and diligence.

> **Agent's Compensation**

- The agent is entitled to reasonable compensation for services rendered.

> **Records**

- The agent must keep a record of all receipts, disbursements and transactions made on behalf of the principal (Va. Code §64.2-1612(A)(4).

Documents Offered – Power of Attorney

> **Revocation and Reliance**

- The principal may revoke the power of attorney at any time by giving notice to the agent.
- Acceptance. A person who in good faith accepts a power of attorney without actual notice that the agent's authority is void, invalid or terminated or that the agent is exceeding the agent's authority may rely on the acts of the agent (Va. Code §§64.2-1608 and 64.2-1617).
- Before accepting a power of attorney a person can require the agent's sworn certification regarding any factual matter regarding the principal, agent or power of attorney.
- An opinion of counsel may also be required as a condition of acceptance Va. Code §64.2-1617 (c)(3).
- Many Banks require use of Bank forms or require extensive documentation.

Documents Offered – Power of Attorney

> **Passwords**

- The power of attorney confers digital authority.
- Real Life practicality dictates that the principal prepares a list of passwords and delivers a copy to the Agent.

Documents Offered — Advance Medical Directive

> **What is an Advance Medical Directive?**

- Document that allows a person to declare the person's healthcare wishes when that person is declared to be "incapable of making informed health care decisions."
- Incapable of making an informed decision means either:
  - Being unable to understand the nature, extent and probable consequences of a proposed medical decision
  - Being unable to make a rational evaluation of the risks and benefits of a proposed medical decision, or
  - Incapable of communicating
- Determination of incapacity is made by attending physician and a capacity reviewer.

Documents Offered – Advance Medical Directive

> **What is an Advance Medical Directive?**

- The advance medical directive used in this program is broad, closely follows the provisions of the Va. Code §54.1-2983 and contains several parts:
  - The principal names an agent with an optional alternate and grants the agent full authority regarding all treatment and medication.
  - The agent is given the power to consent to, refuse or withdraw any type of medical care or treatment
  - The AMD creates an optional “no guilt” or “living will” under which the principal provides instructions selecting comfort and foregoing heroic life sustaining procedures when a terminal condition exists.

Documents Offered – Advance Medical Directive

- **Va. Code §54.1-2982 defines a terminal condition as a condition caused by injury, disease or illness from which to a reasonable degree of medical probability a patient cannot recover and (i) the patient's death is imminent or (ii) the patient is in a persistent vegetative state.**
- **Organ Donation**
  - Organ donation is not included under this program.
- **HIPPA**
  - Doctors and hospitals will not release any medical information regarding a patient to third parties or family members if the patient has not given specific authorization.
  - The advance medical directive also includes a HIPPA authorization for the named agents.

Documents Offered — Advance Medical Directive

> **Execution**

- The AMD must be signed by two witnesses.
- The Virginia Code does not specify who can be a witness but some states have limitations on family members. It is recommended that at a person serving as a witness not be related to the principal.
- The form is also notarized to conform to the requirements of other states.

> **Distribution**

- Clients need to inform their family members, friends and doctors that they have executed an advance medical directive and discuss their wishes.
- Provide the primary care physician with a copy of the directive for inclusion on my chart.

Clinic Mechanics

Clinic Mechanics

- Clinics are generally held on Tuesday, Wednesday or Thursday from 1-3 pm.
- All screening and scheduling are handled by the host.
- All equipment and materials are provided.
- An attorney will meet individually with 2 to 5 clients at a session.
- When all of the enrolled clients have received service, the clinic ends.

Clinic Mechanics

> ***Drafting Documents.***

- After reviewing the questionnaire and consultation with the client, the volunteer attorney will prepare and review the documents with the client; answer all questions but use short, non-technical explanations.
- Laptop computers with forms pre-loaded on flash drives are provided
- If requested, assistance is available for data entry
- The forms address the needs of 99% of all clients.
- **The forms may not be altered**.

Clinic Mechanics

> ***Execution.***

- After the client has reviewed and approved printed copies of the documents, the documents are executed and notarized.
- The clinic uses Virginia's self proving will form
- Other attorneys, law students and volunteers from the host may serve as witnesses and notaries.
- Extra copies of the documents are not provided.
- The clinic DOES NOT RETAIN COPIES OF THE DOCUMENTS.

Clinic Mechanics

> ***Termination*.**

- Following the delivery of the executed documents, the client will execute a termination letter.
- The termination letter acknowledges receipt of the documents, agrees that the pro bono representation was limited to the preparation of the documents and agrees that that the representation has ended.
- The termination letter also acknowledges that the clinic does not retain copies of the documents.
- Each client is given a “departure kit”, an envelope containing the executed documents, the termination letter, a form to dispose of tangible personal property and a brief explanation of the documents provided.

Clinic Mechanics

> **Malpractice Coverage**

– Volunteers may obtain free malpractice coverage through the Justice Allies.

Ethical Issues

Ethical Issues

- **Rules: The Virginia Supreme Court's Rules of Professional Conduct closely follow the Model Rules of Professional Conduct of the ABA.**
- **Communication. Rule 1.4. A lawyer must explain a matter to the extent reasonably necessary to permit the client to make informed decisions.**
  - Use simple language
  - Be clear and concise
  - Avoid long, technical explanations

Ethical Issues

> **Conflicts**

- General Rules.
  - (i) Direct Conflict. Rule 1.7. A lawyer should not represent a client when there is a conflict of interest.
    - A direct conflict exists if:
      - » Representation is directly adverse to another client; or
      - » If there is a significant risk that representation will be materially limited due to responsibilities to either another client, a former client or your personal interest

Ethical Issues

> **Conflicts (continued)**

- (ii) Limited Legal Service Programs. Rule 6.5. A lawyer who, under a non-profit sponsored program, provides short-term limited legal services to a client without expectation by either lawyer or client of a continuing representation is subject to Rule 1.7 **only if the lawyer actually knows of a conflict.**

Ethical Issues

- **Confidentiality. Rule 1.6. Lawyers must keep client discussions confidential, even if the person is not retaining the lawyer as his/her lawyer.**
  - The information given by the client at a clinic is protected by the attorney-client privilege.
  - Many clients are accompanied by a friend or family member. Always ask whether the client wants the friend or family member present.
  - Ask a person to leave if you believe that person is exerting undue influence on the client.

Ethical Issues

- **Dual representation. Rule 1.7. When representing a couple, the issue of confidentiality and conflict of interest must be addressed.**
  - Advise each person that they can meet privately with separate counsel
  - Have each person affirmatively agree to be simultaneously assisted by the same attorney if that is their wish
  - Make a Note on each Questionnaire that Joint Representation is requested.

Ethical Issues

> **Representation of an Impaired Client.**

- Rule 1.14. A client is presumed competent.
- Health or sensory problems should not be confused with lack of capacity.
- When a client's ability to make adequately considered decisions in connection with the representation is impaired because of mental disability, or other reason, the lawyer must, as far as reasonably possible, maintain a normal lawyer-client relationship with the client.
- Impaired clients may have good days and bad days, and good and bad times of day.

Ethical Issues

> **Capacity to Make a Will:**

- A person is capable of making a will unless the person is either "of unsound mind" or an un-emancipated minor (Va. Code §64.2-401).
- The Virginia Supreme Court has held that a testator must be capable of recollecting
  - The person's property,
  - the natural objects of the person's bounty,
  - the business about which the person was engaged, and
  - how the person wishes to dispose of his property. Fields v. Fields, 255 Va. 546, 499 S.E. 2d 826 (1998).

Ethical Issues

> **Capacity to Make a Will (continued)**

- Old age and eccentricity alone do not invalidate capacity, Wood v. Wood, 109 Va. 470, 63 S.E. 994 (1909).
- Neither sickness nor impaired intellect, standing alone, is sufficient to invalidate a will Thomason v. Carlton, 221 Va. 845, 276 SE 2d 171 (1981).
- The host is primarily responsible for screening clients as to mental capacity. However, each volunteer attorney must make an independent judgment of competency based upon the facts and circumstances presented.
- A lawyer should decline to draft documents only when the lawyer reasonably believes that the client cannot adequately act in his or her own interest.

Ethical Issues

> **Drafting lawyer as fiduciary.**
  - If a client asks you to be his or her fiduciary, you should decline.
  - Continuing representation of any kind is not a part of the program.

> **Non-Solicitation**
  - Program is a pro bono undertaking
  - Attorneys should not agree to provide additional legal services to the program's clients.

Questions?

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QUESTIONNAIRE

JUSTICE ALLIES LIMITED REPRESENTATION PRO BONO WILL, POWER OF ATTORNEY AND ADVANCE MEDICAL DIRECTIVE CLINIC

Justice Allies in cooperation with _____ as your host have enlisted volunteer lawyers to prepare a basic will, durable power of attorney and advance medical directive for individuals selected by the host as being eligible for the service. The free service you are being offered does not include business, tax, estate planning, real estate transfers or general legal advice. The clinic does not review documents or draft amendments to documents. Representation is strictly limited to the preparation of the selected documents based upon the information that you provide. If the options offered by the clinic do not meet your needs, the clinic cannot help you. Following delivery of the documents the limited attorney-client relationship created by the clinic ends. Copies of the documents are not retained by anyone.

PLEASE PRINT

1. Your Name: _____
   (First) (Middle) (Last)

2. Address: _____
   (Street) (Apt.)

   _____
   (City) (State) (Zip)

3. Telephone:_____ E-Mail:_____

4. Resident of the City or County of _____ Virginia
   You must be a Virginia resident and over 18 to participate in the Clinic.

5. Marital Status:
   - ☐ Married
   - ☐ Unmarried (includes widow/widower)
   - ☐ Separated from _____ (name of spouse)
   - ☐ Divorced (final with papers)

6. Do you own a business? ☐ Yes ☐ No

   If the answer to question 6 is "yes," we cannot provide a will for you. If you wish, we can provide a durable power of attorney and an advance medical directive. Skip to the durable power of attorney and advance medical directive questionnaires.

7. Property passing outside of your will. If any of your property (whether real estate or personal property) is jointly owned with survivorship with another person, that property will pass directly to the co-owner outside of your will. Examples include a home titled jointly with survivorship, bank accounts, life insurance policies, IRA's and 401(k) plans.

8. Please choose the Will you desire:

YOU WILL BE GIVEN MATERIALS THAT WILL PERMIT YOU TO LEAVE SPECIFIC TANGIBLE PERSONAL PROPERTY ("KEEPSAKES") TO NAMED INDIVIDUALS.

****(*SELECT ONE AND ONLY ONE OPTION*)****

OPTION A: All of my property to my spouse. If my spouse does not survive me, all of my property will be divided equally among my children or my children's children if a child predeceases me.

Name of Spouse: _____
Name(s) of Children: _____
_____
_____

OPTION B: All of my property divided equally among my children or my children's children if a child predeceases me.

Name(s) of Children: _____
_____
_____
_____

OPTION C: All of my property to a designated person or to an alternate person if the person first named does not survive me.

Name of Beneficiary: _____

Name of Alternate Beneficiary: _____

OPTION D: All of my property divided equally among designated persons who survive me.

Names of Beneficiaries: _____

_____

_____

9. Omitted Children: Name(s) of children who you do not want to inherit anything:

_____

_____

STOP: IF ONE OF THE WILL OPTIONS ABOVE DOES NOT ACCURATELY DESCRIBE THE DISPOSITION YOU DESIRE TO MAKE OF YOUR PROPERTY, THE CLINIC IS NOT ABLE TO ASSIST YOU. IF YOU WISH, THE CLINIC CAN PROVIDE A DURABLE POWER OF ATTORNEY AND AN ADVANCE MEDICAL DIRECTIVE.

10. Who do you wish to serve as Executor of your Estate? (The person who handles collecting and distributing your property according to your will). Your Executor is NOT personally responsible for your debts.

YOU MAY NAME ONLY ONE PERSON.

_____

11. Name of person you wish to serve as your Executor if the previous person is unable or unwilling to serve.

YOU MAY NAME ONLY ONE PERSON.

_____

GUARDIANS

Only applies to persons whose own children are under the age of 18.

NOMINATION OF GUARDIAN.

12. Who do you wish to nominate to serve as the Guardian of the person and property of your minor child/children if either your spouse predeceases you or survives but does not provide for a guardian for your minor children?

YOU MAY NAME ONLY ONE PERSON.

_____

13. Name of person you wish to nominate to serve as Guardian of the person and property of your minor child/children if the previous person is unable or unwilling to serve.

YOU MAY NAME ONLY ONE PERSON.

_____

DURABLE POWER OF ATTORNEY

A durable power of attorney (sometimes called a "POA") is a legal document where you give a person (agent) broad legal authority to act on your behalf in a wide variety of business (**not medical**) and legal matters including banking, benefits, housing, taxes, real estate and digital accounts.

The POA helps you in the event of medical emergencies or a decline in mental functioning. You can ensure that your finances are taken care of and will help eliminate confusion and uncertainty. Under Virginia law, your agent must act only in your best interests.

The POA used by the clinic is very broad and "durable" meaning that it continues to be effective even if you become incapacitated or incompetent. The POA takes effect on the date you sign the document and remains in effect until you either revoke the POA or die.

Signing a power of attorney does not mean that you lose the right to take care of your own affairs and make your own decisions. As long as you remain competent, you should tell your agent only to use the power if you instruct the agent to act or you become incapacitated.

The person that you name as your agent (you may also name an alternate agent) should be someone that you trust, someone that you can rely on to handle your business affairs in your best interests and is willing and capable of serving.

1. Name of the person you would like to appoint as your agent under a durable power of attorney.

YOU MAY NAME ONLY ONE PERSON.

_____

(Name)

2. Name of the person you would like to serve as your alternate agent under your durable power of attorney.

YOU MAY NAME ONLY ONE PERSON.

_____

(Name)

ADVANCE MEDICAL DIRECTIVE

An Advance Medical Directive contains legal instructions regarding your medical care if you are declared to be unable to make decisions for yourself. The Advance Medical Directive guides doctors and caregivers if you are terminally ill, seriously injured, in a coma, in the late stages of dementia or near the end of life.

The Advance Medical Directive serves two major purposes. First, the Advance Medical Directive serves as a "Living Will". The Living Will portion of an Advance Medical Directive permits you to declare your wish that your life not be artificially prolonged through heroic measures, if you have no chance of recovery from an illness. This provision can be removed if desired.

Second, the Advance Medical Directive serves as a Health Care Power of Attorney. The Health Care Power of Attorney permits your Agent to make health care decisions on your behalf but only after you are determined to be incapable of making such decisions (such as when one is unconscious). Hospitals are now required to inquire whether a patient has an Advance Medical Directive before a patient is admitted. Once executed, you should deliver a copy of the document to your healthcare provider and also to the person designated. You should make sure that both your health care provider and your agent understand your wishes.

By planning ahead, you can receive the medical care that you want, avoid unnecessary suffering and relieve caregivers of the burden of decision-making during times of crisis. You also help reduce confusion or disagreement about the medical choices that you would want people to make on your behalf.

The powers granted in the Advance Medical Directive ONLY become effective when you are declared unable to make your own medical decisions. You should appoint agents who you are confident will carry out your (not their) wishes.

Always give a copy of your Advance Medical Directive to your healthcare providers and let your healthcare providers know your wishes.

1. Name of the person you would like to appoint as your agent for health care decisions.

YOU MAY NAME ONLY ONE PERSON.

_____

(Name)

2. Name of the person you would like to appoint as your alternate agent for health care decisions if the previous person is unable or unwilling to act.

YOU MAY NAME ONLY ONE PERSON.

_____

(Name)

GENERAL INFORMATION

Based on the information that you provide a volunteer lawyer will prepare the documents you have selected. Before signing, you should carefully review the documents to be certain that your wishes are followed and that all names, and other information are correct.

After any questions are answered and any corrections are made, you will sign the documents in the presence of a notary and witnesses and will be given a package of documents. The package will contain the documents you executed, an explanation of the documents and if you have executed a will, a form that will allow you to dispose of tangible personal property ("Keepsakes"). **The package will also contain a copy of the letter that you signed acknowledging that the limited attorney client relationship with the clinic and the volunteer lawyer is ended.**

No copies of your documents are kept by anyone.

You must bring a current government issued photo ID when you come to sign the documents.

Volunteer lawyers, paralegals and notaries are donating their time to assist you. If you Do Not Keep your appointment, you may not be able to receive the free service at a later date.

- **Pull up form from flash drive, "Save As" new document in client's name**
- **Click "Replace" on the Tool Bar, a box will appear, insert info (ex. Replace what: [1] Replace with: JANE DOE), click "Replace All"**
- **BOLD FACE CAPS FOR ALL PARTIES NAMES**
- **Upon completion of document, highlight and remove all yellow highlights and unused options**

LAST WILL AND TESTAMENT

OF

[1]

Article I. Declaration.

I, **[1]**, of _____(City / County), Virginia, being of sound and disposing mind, memory and understanding, do make, publish and declare this to be my Last Will and Testament, hereby revoking any and all Wills and Codicils at any time heretofore made by me.

Article II. Payment of Debts and Charges

My Executor shall pay or arrange for the payment of the following obligations:

1. All of my legally enforceable debts, my charitable pledges, and all taxes upon my estate without apportionment of estate, inheritance or other death taxes.

2. The expenses of my funeral, including the costs of a suitable burial lot, interment, burial marker or monument and perpetual care thereof or such of these as in the sole discretion of my Executor are deemed appropriate.

3. The expenses of delivering my tangible personal property, including transportation, storage and insurance, as a cost of administering my estate.

Article III. Tangible Personal Property.

I may leave a list bearing my signature which disposes of certain items of tangible personal property, and I direct that any such list be given effect in accordance with the provisions of Section 64.2-400 of the Code of Virginia.

Article IV. Distribution of Estate.

[DELETE DESCRIPTION AND UNUSED OPTIONS]

OPTION A – All to my spouse, equally to my children (or my children's children) if my spouse does not survive me.

All of the remainder of my property, real and personal, including any property over which I have any power of appointment, (collectively my "Residuary Estate") I give to my spouse, **[NAME]**, if he/she survives me.

In the event my spouse **[NAME]** does not survive me, I give my Residuary Estate in equal shares to my children, **[NAME(S)]**, who are living at my death and to the then living descendants, collectively, of any child who predeceases me, such descendants to take per stirpes the share which their ancestor, the deceased child of mine, would have taken if alive.

[DELETE DESCRIPTION AND UNUSED OPTIONS]

OPTION B - Equally to my children or my children's children if a child predeceases me.

All the remainder of my property, real and personal, including any property over which I have any power of appointment, (collectively my "Residuary Estate") I give in equal shares to my children, **[NAMES]** who are living at my death and to the then living descendants, collectively, of any child who predeceases me, such descendants to take per stirpes the share which their ancestor, the deceased child of mine, would have taken if alive.

[DELETE DESCRIPTION AND UNUSED OPTIONS]

OPTION C – All to designated person or entity with alternate.

All of the remainder of my property, real and personal, including any property over which I have any power of appointment, (collectively my "Residuary Estate") I give to **[NAME]**, if [he/she] survives me. In the event **[NAME]** does not survive me, I give my Residuary Estate to **[NAME]**.

[DELETE DESCRIPTION AND UNUSED OPTIONS]

OPTION D - Divided equally among designated persons who survive me

All of the remainder of my property, both real and personal, including any property over which I have any power of appointment, (collectively my "Residuary Estate") I give in equal shares to the following persons who survive me or all to the survivor of them: **[NAMES]**.

[DELETE DESCRIPTION AND UNUSED OPTIONS]

OPTION E – When a child is purposely omitted.

I have intentionally made no provisions for my **[**son/daughter, **NAME]**, under the terms of my will for reasons that are known to me.

[DELETE DESCRIPTION AND UNUSED OPTIONS]

OPTION F – When separated.

I am married, but separated [or in the process of divorcing] (Name of Spouse). I have intentionally made no provision for him/her hereunder.

Article V. Executor and Powers

1. I appoint **[NAME OF EXECUTOR]** as my Executor. In the event my Executor has predeceased me, or is otherwise unable to serve, I appoint **[NAME OF ALTERNATE EXECUTOR]** to be my substitute Executor. I specifically direct that no bond or other security be required of my Executor while acting in such capacity.

2. In addition to the powers granted by law, I grant my Executor all of the powers set forth in Section 64.2-105 of the Code of Virginia.

3. Any person who fails to survive me by 30 days shall be deemed to have predeceased me for the purposes of this will.

4. If any tangible personal property described in this will vests in a minor, I authorize my Executor to deliver such property to the minor at such time or times as my Executor may deem advisable, notwithstanding the fact that such person is a minor; and my Executor may do so without liability whatsoever for making such delivery. My Executor is also authorized, in the case of a minor, to sell any or all tangible personal property which my Executor considers not to be suitable for distribution to a minor, and to distribute the proceeds as part of my Residuary Estate.

5. The Executor shall be authorized to distribute a minor's share of my estate to a Custodian selected by the Executor under Section 64.2-1900 et seq of the Code of Virginia, the Virginia Uniform Transfers to Minors Act and, if the Executor deems it appropriate, to designate age 21 as the date of termination of such custodianship.

[DELETE IF NOT APPLICABLE]

Article VI. Guardians

1. If my spouse, **[NAME]**, predeceases me or if my spouse survives me but does not provide for a guardian of our minor children, then I nominate **[NAME OF GUARDIAN]** to be the guardian of the persons and the estates of my minor children. If **[NAME OF GUARDIAN]** shall fail to act as such guardian, I nominate **[NAME OF ALTERNATE GUARDIAN]** to be the guardian of the persons and of the estates of my minor children.

2. I direct that no bond or surety be required of any guardian in any jurisdiction in which called upon to act. If a bond should be required, then I hereby waive surety thereon if it is permissible to do so.

[SIGNATURE PAGE TO FOLLOW]

I have signed and sealed my will consisting of ___ typewritten pages on _____, 2026.

_____
[1]

The testator signed, sealed, and declared this as the testator's will in our presence on the date shown above. At the testator's request we have both signed our names as witnesses. All of this occurred at the same time, and we and the testator were present together throughout.

_____ _____
Witness Address

_____ _____
Witness Address

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

Before me, the undersigned authority, on this date personally appeared **[1]** _____ and _____, known to me to be the testator and witnesses, respectively, whose names are signed to the attached instrument; and, all of these persons being by me first duly sworn, **[1]**, the testator, declared to me and to the witnesses in my presence that said instrument is [his/her] last will and testament and that [he/she] had willingly signed and executed it in the presence of said witnesses as [his/her] free and voluntary act for the purposes therein expressed, and said witnesses stated before me that the foregoing instrument was executed and acknowledged by the testator as [his/her] last will and testament in the presence of said witnesses who, in [his/her] presence, and at [his/her] request, and in the presence of each other did subscribe their names thereto as attesting witnesses on the day of the date of said will, and that the testator, at the time of the execution of said will, was over the age of eighteen years and of sound and disposing mind and memory.

_____
[1]

_____
Witness

_____
Witness

Sworn and acknowledged before me by **[1]**, the testator, who [ ] is personally known to me or [ ] is affirmatively identified by _____ a credible witness personally known to me or [ ] has presented identification of _____; subscribed and sworn before me by _____ and _____, witnesses who are known to me on _____, 2026.

_____
Notary Public
My Registration No. is _____
My commission expires: _____

- **Pull up form from flash drive, "Save As" new document in client's name**
- **Click "Replace" on the Tool Bar, a box will appear, insert info (ex. Replace what: [1] Replace with: JANE DOE), click "Replace All"**
- **BOLD FACE CAPS FOR ALL PARTIES NAMES**

Upon completion of document, highlight and remove all yellow highlights and unused options

DURABLE GENERAL POWER OF ATTORNEY
OF
[1]

I, **[1]** of _____, Virginia hereby make this General Power of Attorney and revoke all previous powers of attorney given by me except any medical or healthcare power of attorney currently in force and appoint **[NAME OF AGENT]** as my true and lawful agent ("my agent"). If my agent resigns or is not reasonably available or is unable or unwilling to act as my agent hereunder, I hereby appoint **[NAME OF ALTERNATE AGENT]** as my agent.

AUTHORITY

I grant my agent and any successor agent the general authority to act for me and in my name in all matters and to do things which I could do if personally present, including, all general authority granted by the Uniform Power of Attorney Act in Sections 64.2-1625 through 64.2-1638 of the Code of Virginia as amended from time to time and any subsequent corresponding provisions. The general grant of powers shall include, but not be limited to, the following specific powers:

1. To demand, sue for, receive, collect and hold any and all moneys, securities and other property, of any nature whatsoever, that now belong to me or may belong to me in the future or in which I may have an interest, and generally to deal with any such property;

2. To sign, endorse or assign any note, check, or other instrument of any nature whatsoever, negotiable or non-negotiable, for deposit, discount, collection or otherwise;

3. To write checks upon or otherwise withdraw all funds or account balances now or hereafter outstanding to my credit or to the credit of my agent, whether or not such check or other instrument is drawn to the order of my agent;

4. To vote in person or by proxy, to sell or otherwise dispose of, to cause to be registered in the name of a nominee selected by my agent, and to transfer, redeem, convert or exchange any security that now belongs to me or may belong to me in the future or in which I may have an interest, and to make, execute and deliver any endorsement, assignment, certification, or other document in connection with any security;

5. To buy, acquire or invest in property, real or personal, tangible or intangible, including but not limited to any stock, bond, Treasury security, option, or other type of investment of whatever kind and nature;

6. To sell or lease any lands, buildings or other improvements or appurtenances to lands belonging to me now or in the future or in which I may have an interest; and to execute and cause to be recorded any and all deeds or other writings with all necessary covenants, warranties and assurances that may be necessary with respect to transactions involving such property;

7. To borrow or lend money or property, with or without security, and for such purposes to deliver or receive any documents that may be necessary or proper;

8. To instruct any entity or person having custody or control of any assets of mine, or any assets in which I may have an interest, in any agency, fiduciary or other capacity, and I authorize that person or entity to rely upon such instructions;

9. To open accounts of whatever nature in my name or in the name of my agent;

10. To pay all sums of money that may now or in the future be owing by me, whether the obligation is incurred by me or by my agent, to compromise or submit to arbitration any claim, whether it is against me or in my favor, and to receive or give releases in connection with claims against me or in my favor;

11. To commence, prosecute, discontinue or defend any or all actions or other legal proceedings touching my estate or any part thereof, or touching any matter in which I or my estate may be in anywise concerned;

12. To make, sign, acknowledge and deliver any contract, deed or other document relating to real estate or personal property or both, and to perform any contract binding either me or my agent;

13. To have access to any safe deposit box registered in whole or in part in my name and to remove or add to the contents thereof;

14. To represent me in all tax matters; to prepare, sign, and file federal, state or local income, gift, FICA and other tax returns of all kinds, claims for refunds, requests for extensions of time, ruling requests, petitions to the Tax Court or other courts regarding tax matters, and any and all other tax-related documents, including, without limitation, receipts, offers, waivers, consents (including, but not limited to, consents and agreements under Internal Revenue Code Sections 2032A, 2513 and 2652(a)(2), or any successor sections thereto), closing agreements and any power of attorney form required by the Internal Revenue Service or other taxing authority with respect to any tax periods between 1995 and 2050; to pay taxes due, collect refunds (including the power to receive and negotiate checks in payment of any federal or state tax refund), post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authorities; to exercise any elections I may have under federal, state or local tax law; and generally to represent me in all tax matters and proceedings of all kinds and for all periods before all offices and officers of the Internal Revenue Service and any other tax authority;

15. To transfer and convey any of my assets, including without limitation real property, to the trustee or trustees of any intervivos trust created by me and to remove assets from any trust on my behalf;

16. To borrow against or obtain the cash surrender value of any of my life insurance policies, and to transfer the ownership of any such policies to the beneficiaries named therein;

17. To initiate any litigation that may be necessary in order to require third parties to recognize the validity of this power of attorney and to seek damages, including punitive damages, for injury to me or my estate because of any nonrecognition;

18. To appoint any individual or corporation as substitute attorney under this power of attorney with all of the powers and authority granted my agent; and to appoint an ancillary agent for me in any other jurisdiction and to grant to such ancillary agent such of the powers granted herein as my agent may specifically delegate in writing (with such restrictions or limitations thereon as my agent may deem appropriate);

19. To make gifts, subject to the limitations of the Uniform Power of Attorney Act set forth in Section 64.2-1638 of the Code of Virginia;

20. To disclaim the succession to any property, real or personal, or any interest therein, to the extent allowed under applicable state law;

21. To waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan;

22. To exercise fiduciary powers that the principal has authority to delegate.

23. Regardless of any limitations imposed under any state or federal law or under contract terms applicable to a Digital Account (as defined herein), my agent shall have the power to take any actions to locate, access, administer and transfer any property, information, or both, held in, controlled by, or governed by a Digital Account which I may own or to which I otherwise possess rights. The power to administer includes, without limitation, the power to require the release to my agent of my user names, passwords, and other data necessary to access the Digital Account, the power to open and close accounts, to access and change passwords and security questions, to transfer information and property, and to delete information. The powers herein include without limitation the power to hire computer and other technical experts to assist the agent to do whatever is necessary to gain control over a Digital Account and property and information held in a Digital Account. For the purposes of this agency, "Digital Account" shall broadly mean (a) any account or record of mine stored in electronic or digital form that is governed by a terms-of-service agreement; (b) any data storage device or account of mine; (c) any user accounts of mine; (d) all of my information stored on my computers and hand held devices; and (e) any domain names I own.

24. To perform the acts necessary to maintain my customary standard of living and to act as my personal representative pursuant to the Health Insurance Portability or Accountability Act and any similar state or Federal statute for the sole purpose of making payments for any health care authorized by my healthcare agent or me.

25. To enroll in, apply for, select, reject, change, amend or discontinue any benefit or program including, but not limited to Social Security, Medicare and the Department of Veterans Affairs; prepare, file or maintain a claim for any benefit or assistance, financial or otherwise to which I may be entitled; and to receive the proceeds from any such claim.

26. Without limiting the above powers, generally to perform any other acts of any nature that, in the opinion of my agent, should be done in the circumstances, as fully and effectively as I could do if acting personally.

DURABILITY

This power of attorney shall not terminate upon my disability or incapacity.

REVOCATION

I may revoke this power of attorney either by a written instrument or by physical destruction of all executed originals.

INDUCEMENT TO AND PROTECTION OF THIRD PARTIES

Any third party may rely on a photocopy or facsimile of this power of attorney until the third party receives notice or has actual knowledge of my death or that I have limited, amended or revoked this power of attorney. For myself and for my heirs, executors, legal representatives and assigns, I agree to indemnify and hold harmless any third party from and against any and all claims or liability that may arise or be asserted against such third party who relies on the provisions of this instrument. No third party shall have any responsibility or duty to inquire into, determine or ensure the proper disposition or application of funds or property in any transaction with my Agent.

DUTIES OF MY AGENT

1. My agent shall use due care to act in my best interest in accordance with the terms of this power of attorney.

2. My agent, as a fiduciary under Virginia law, shall be liable for any breach of legal duty owed to me.

3. My agent shall not commingle my property with the property of my agent.

4. My agent shall keep a record of all receipts, disbursements and significant actions

taken under this power of attorney.

5. Upon my personal demand, or if I am incapacitated or deceased, upon the written demand of either the personal representative of my estate or any successor agent, my agent shall account for all receipts, disbursements, investment transactions and other significant actions taken under this power of attorney.

MISCELLANEOUS PROVISIONS

In any court proceeding for the appointment of a legal guardian of my person or legal guardian or conservator of my property, I hereby nominate my serving agent to serve in those capacities and request that no surety be required on my agent's bond as my guardian or conservator.

My agent shall receive no compensation for my agent's services but shall be entitled to receive reimbursement of reasonable expenses.

If any provision of this power of attorney is held unenforceable or invalid, such unenforceability or invalidity shall not affect other provisions or applications of this instrument that can be given effect without the invalid provision or application and to this end the provisions of this instrument are severable.

This instrument was executed in more than one counterpart, any one of which shall, for all purposes, be deemed an original. My agent is authorized to make copies of this power of attorney. Each copy shall have the same force and effect as the original. Any person dealing with my agent is authorized to rely fully on such a copy showing my signature thereon.

(SIGNATURE PAGE TO FOLLOW)

WITNESS my signature and seal on _____, 2026.

_____ (SEAL)
[1]

The declarant signed the foregoing durable power of attorney in my presence.

_____ of _____
Witness

_____ of _____
Witness

COMMONWEALTH OF VIRGINIA)
)
CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me, _____, Notary Public, on _____, 2026 by **[1]** who [ ] is personally known to me [ ] is affirmatively identified by_____ a credible witness personally known to me or [ ] has presented identification of _____.

_____
Notary Public
My Registration No. is _____
My commission expires: _____

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- **Pull up form from flash drive, "Save As" new document in client's name**
- **Click "Replace" on the Tool Bar, a box will appear, insert info (ex. Replace what: [1] Replace with: JANE DOE), click "Replace All"**
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- **Upon completion of document, highlight and remove all yellow highlights and unused options**

ADVANCE MEDICAL DIRECTIVE
OF
[1]

I, **[1]** of _____, Virginia, willingly and voluntarily make known my desire and do hereby declare:

I hereby appoint **[NAME OF AGENT]** as my agent to make health care decisions on my behalf as authorized in this document. If my agent resigns or is not reasonably available or is unable or unwilling to act as my agent hereunder, then I hereby appoint **[NAME OF ALTERNATE AGENT]**, to act as my agent hereunder. The current address and telephone number for each of the foregoing individuals are listed on Exhibit A attached hereto, which exhibit may be amended from time to time.

I hereby grant to my agent full power and authority to make health care decisions on my behalf as described below whenever I have been determined to be incapable of making an informed decision about providing, withholding or withdrawing medical treatment. The phrase "incapable of making an informed decision" means unable to understand the nature, extent and probable consequences of a proposed medical decision or unable to make a rational evaluation of the risks and benefits of a proposed medical decision as compared with the risks and benefits of alternatives to that decision, or unable to communicate such understanding in any way. My agent's authority hereunder is effective as long as I am incapable of making an informed decision.

The determination that I am incapable of making an informed decision shall be made by my attending physician and a capacity reviewer, if certification by a capacity reviewer is required by law, after a personal examination of me and shall be certified in writing. Such certification shall be required before treatment is withheld or withdrawn, and before, or as soon as reasonably practicable after, treatment is provided, and every 180 days thereafter while the treatment continues.

In exercising the power to make health care decisions on my behalf, my agent shall follow my desires and preferences as stated in this document or as otherwise known by my agent. My agent shall be guided by my medical diagnosis and prognosis and any information provided by my

physicians as to the intrusiveness, pain, risks and side effects associated with treatment or nontreatment. My agent shall not authorize a course of treatment which my agent knows, or upon reasonable inquiry ought to know, is contrary to my religious beliefs or my basic values, whether expressed orally or in writing. If my agent cannot determine what treatment choice I would have made on my own behalf, then my agent shall make a choice for me based upon what my agent believes to be in my best interests.

The powers of my agent shall include the following:

A. To consent to or refuse or withdraw consent to any type of medical care, treatment, surgical procedure, diagnostic procedure, medication and the use of mechanical or other procedures that affect any bodily function, including, but not limited to, artificial respiration, artificially administered nutrition and hydration, and cardiopulmonary resuscitation. This authorization specifically includes the power to consent to the administration of dosages of pain-relieving medication in excess of standard dosages in an amount sufficient to relieve pain, even if such medication carries the risk of addiction or inadvertently hastens my death. This authorization also specifically includes the power to direct and consent to the writing of a "No Code" or "Durable Do Not Resuscitate" order or an "Emergency Medical Services Durable Do Not Resuscitate Order" by any health care provider;

B. To request, receive and review any information, verbal or written, regarding my physical or mental health, including, but not limited to, medical and hospital records, and to consent to the disclosure of this information;

C. To employ and discharge my health care providers;

D. To make decisions regarding visitation during any time that I am admitted to any healthcare facility.

E. To authorize my admission to or discharge (including transfer to another facility) from any hospital, hospice, nursing home, adult home or other medical care facility; and

F. To continue to serve as my agent even if I protest my agent's authority after I have been determined to be incapable of making an informed decision.

G. To take any lawful actions that may be necessary to carry out these decisions, including the granting of releases of liability to medical providers.

My agent shall not be liable for the costs of treatment pursuant to my agent's authorization, based solely on that authorization.

I request my agent to consult with my agent named under any general power of attorney with respect to the financial implications of any healthcare decisions made on my behalf.

PRIVACY AND DISCLOSURE ("HIPAA") AUTHORIZATIONS

A. I appoint my agent as my personal representative for the purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and §32.1-127.1:03 of the Code of Virginia.

B. I intend for my personal representative to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by HIPAA.

C. I authorize my personal representative to obtain my protected health information and medical records and consent to my personal representative's release of such information and records to third parties, and I authorize all health care providers to release my protected health information and medical records to my personal representation.

D. The authority given my personal representative shall supersede any prior instructions or authorizations I may have given to my health care provides to allow or restrict access to or disclosure of my individually identifiable health information. The authority given my personal representative shall not expire until I expressly revoke it in a separate writing delivered to my health care provider.

E. My personal representative may waive my rights, as provided in §32.1-127.1:03 of the Code of Virginia, as amended, concerning the privacy of the contents of my health records. My personal representative may request and receive all of my health care records from any provider and from any health care entity, and my personal representative may disclose or otherwise reveal my

health records beyond the purpose for which my personal representative originally obtained them. My personal representative may waive my rights, as provided in §8.01-413 of the Code of Virginia, concerning the admissibility of certain copies of health care provider's records or papers.

END OF LIFE INSTRUCTIONS

If at any time my attending physician should determine that I have a terminal condition where the application of life-prolonging procedures would serve only to artificially prolong the dying process, I direct that such procedures be withheld or withdrawn, and that I be permitted to die naturally with only the administration of medication or the performance of any medical procedure deemed necessary to provide me with comfort care or to alleviate pain.

In the absence of my ability to give directions regarding the use of such life-prolonging procedures, it is my intention that this declaration shall be honored by my family and physician as the final expression of my legal right to refuse medical or surgical treatment and accept the consequences of such refusal.

This advance directive shall not terminate in the event of my disability.

By signing below, I indicate that I am emotionally and mentally competent to make this advance directive and that I understand the purpose and effect of this document.

(SIGNATURE PAGE TO FOLLOW)

WITNESS my hand and seal on _____, 2026.

_____(SEAL)
[1]

The declarant signed the foregoing advance medical directive in my presence.

_____ of _____
Witness

_____ of _____
Witness

COMMONWEALTH OF VIRGINIA)
)
CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me, _____, Notary Public, on _____, 2026 by **[1]**, who [ ] is personally known to me [ ] is affirmatively identified by _____ a credible witness personally known to me or [ ] has presented identification of _____.

_____
Notary Public
My Registration No. is _____
My commission expires: _____

EXHIBIT A
TO
MEDICAL DIRECTIVE
FOR
[1]

TO BE COMPLETED POST CLINIC

Agent	Contact Information
_____	_____
	_____
(Home)	_____
Work)	_____
(Cell)	_____
(Email)	_____

Alternate Agent	Contact Information
_____	_____
	_____
(Home)	_____
(Work)	_____
(Cell)	_____
(Email)	_____

UPDATE CONTACT INFORMATION AS NEEDED

(100494874.2)

INSTRUCTIONS FOR

MEMORANDUM DISPOSING OF ITEMS OF

TANGIBLE PERSONAL PROPERTY

This Memorandum allows you to make gifts of tangible personal property at death without making a new Will or codicil to your Will. You may change the Memorandum or substitute a new Memorandum from time to time as you choose.

The Memorandum must describe each item of tangible personal property and its location so that it is absolutely clear what item you are gifting to a person.

Only items of tangible personal property ("things" such as furniture, pictures, jewelry, and collections) may be disposed of in the Memorandum. Intangible personal property (such as cash, bank accounts, life insurance policies and marketable securities) and real estate cannot be transferred by the Memorandum.

The Memorandum must be wholly in your own handwriting. You must sign and date the Memorandum and place it with your Will.

It is also advisable to notify your Executor or a family member of the existence of the Memorandum and its location.

The Memorandum does not have to be witnessed or notarized.

MEMORANDUM DISPOSING OF ITEMS OF

TANGIBLE PERSONAL PROPERTY

By this written statement referred to in my Will, and pursuant to Virginia Code Section 64.2-400, I intend to dispose of the items of tangible personal property set forth below at my death. Unless specifically indicated below, if any named beneficiary does not survive me, the gift to such beneficiary shall lapse. If any item is not owned by me at my death, the gift shall be deemed cancelled. If any item is crossed out with my initials, the gift of such item shall be cancelled.

I give the following items of tangible personal property to the persons named below:

Name of Beneficiary	**Description of Item**	**Location**

Signature:

_____

Date: _____

IMPORTANT INFORMATION ABOUT YOUR WILL

The original of your Last Will and Testament should be kept in a safe place, such as a fire-proof safe at your home or a safe deposit box at your bank or your Executor's bank.

Only an original Will is valid.

You may make extra copies for your reference copy at any time, and you may want to provide a copy to your Executor(s). Any photocopies of your Will are for reference only. You should note on any the copies of your Will the location of your original Will.

Please keep in mind the following information about your Will.

- **Never** write on the original Will or attempt to change your Will yourself, or you may accidentally void the entire document.

- You should review your Will at least every two to three years, and also whenever there is any change in your personal circumstances (a birth or adoption, death, divorce, or remarriage). Remember that you may also need to revise your will if there is a significant change in your wealth or financial circumstances or if you change your mind regarding beneficiaries or executors.

- If you move to a different state or country, you should have your Will reviewed by an attorney licensed in that jurisdiction to be sure that all provisions in your Will are valid under the laws of that jurisdiction.

- You should keep this information sheet with your Will. Attach to your Will a list of your main assets (including life insurance and retirement plans), any direction regarding the disposition of personal property and an indication of where your other important papers are kept.

IMPORTANT INFORMATION ABOUT YOUR DURABLE GENERAL POWER OF ATTORNEY

Please keep in mind the following information about the Durable General Power of Attorney (Power of Attorney):

- The Power of Attorney is very broad and authorizes another person (your agent) to make decisions concerning your property for you. 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.

- You should only select someone you trust to serve as your agent as this is a "durable" Power of Attorney, and will not terminate upon your disability, incompetence or incapacity. However, the Power of Attorney automatically terminates on death.

- **The Power of Attorney does not authorize your agent to make health care decisions for you.**

- The agent you appointed in your Power of Attorney has a legal and fiduciary duty to do only what is in your best interests.

- Your agent is entitled to reasonable compensation unless you state otherwise.

- Each Power of Attorney you execute is effective from the moment you sign, and can be used by your agent, if your agent has either the original or a valid copy of the instrument. However, **signing the Power of Attorney does not mean that you lose the right to take care of your own affairs. As long as you are competent, your agent should act only when asked by you.**

- Any abuse of power by your agent is unlawful and could subject your agent to both criminal and civil penalties. Many individuals who execute Powers of Attorney decide not to give copies to their agent. You may want to let your agent know of the existence and location of the Power of Attorney, or you may wish to give the Power of Attorney to another individual with instructions to deliver it to your agent if and when needed. The choice is yours.

- If you have more than one Power of Attorney, then each is valid, and each is equal at all times unless and until revoked. The way to avoid any potential conflict is to let each agent know whose power you intend to be primary, and ask them to abide by your wishes. Alternatively, you can control who uses the power by not providing copies of the instrument(s) to your agent. This Power of Attorney revokes all prior powers of attorney that you have executed.

- How does my agent sign for me?
  Tell your agent that he or she, when signing for you under the Power of Attorney, should sign as follows: "<Your Name>, by <Signature of Agent>, ("Agent"). By signing in this manner, it is clear that the agent is signing on your behalf and not personally.

You may revoke your Power of Attorney by notice, in writing, to your agent. It is recommended that you also give written notice of the revocation of your Power of Attorney to all persons and institutions which have relied, or may rely in, the future on the continued validity of your Power of Attorney.

IMPORTANT INFORMATION ABOUT YOUR ADVANCE MEDICAL DIRECTIVE

Please keep in mind the following information about your Advance Medical Directive:

- Notwithstanding the existence of this document, **you have the right to make medical and other health care decisions for yourself so long as you can give informed consent** with respect to the particular decision. **No treatment may be given to you over your objection, and health care necessary to keep you alive may not be stopped or withheld if you object.**

- A court can take away the power of your agent to make health care decisions for you if your agent authorizes anything that is illegal, or acts contrary to your known desires as stated in your Advance Medical Directive.

- Your agent will need your Advance Medical Directive immediately in case of an emergency that requires a decision concerning your health care. Either keep the document where it is immediately available to your agent and any alternate agents, or give each of them an executed copy of the document. You should also give your doctor(s) an executed copy of your Advance Medical Directive, and provide an executed copy to all hospital or other health care facilities upon admission.

- You have the right to revoke the authority of your agent by notifying your agent or your treating doctor, hospital, or other health care provider, orally or in writing, of the revocation.

- You Advance Medical Directive is a tool that enables your agent to act for you when you cannot act for yourself. It is important for you to give your doctors a copy of your Advance Medical Directive and to tell your agent and your doctors your wishes.

IMPORTANT INFORMATION REGARDING LEGAL SERVICES

Delivered to you are executed originals of the life planning documents that were prepared for you by pro bono attorneys. The documents were prepared based on information that you gave to the volunteer attorneys.

You have also been provided with materials containing important information about your documents.

Keep the documents in a safe place.

Have the documents reviewed if you move from Virginia, whenever there is a material change in your assets or a change in the beneficiaries, agents or fiduciaries that you have named in the documents.

Make certain that your agents, fiduciaries and healthcare providers clearly understand your wishes.

The legal representation is limited to the preparation of the documents and your file will be closed. There is no further attorney-client relationship.

NO COPIES OF YOUR DOCUMENTS ARE RETAINED.

We are pleased to be of service.

Sincerely,

Attorney at Law

Agreed:

_____

Date: _____

DOCUMENT EXECUTION INSTRUCTIONS

1. NECESSARY PARTIES:
   - Client
   - Two Witnesses
   - Notary

   NO ONE CAN LEAVE UNTIL ENTIRE PROCESS IS COMPLETE

2. NOTARY MUST BE SATISFIED WITH CLIENT'S CAPACITY TO SIGN DOCUMENTS AND THE ID PROVIDED.

3. DOCUMENTS TO BE EXECUTED:
   - Will
   - Power of Attorney
   - Advance Medical Directive

4. NOTARY ASKS CLIENT:
   - Have you read the will, power of attorney and advance medical directive?
   - Do the documents carry out your wishes?
   - Are all pages to the documents consecutive and complete?
   - Are you requesting that we witness and notarize your documents?

5. EXECUTION:
   - Client dates and signs all documents
   - Witnesses execute all documents (sample will execution by witnesses attached)
   - Notary completes notary block, determines that all documents have been dated, executed and are complete and stamps notarized documents

6. Notary administers the attached oath.

7. Notary delivers executed will, power of attorney, advance medical directive to client.

8. Notary reminds client to keep the documents in a safe place and that the client has the only copies of the documents.

WILL EXECUTION INSTRUCTIONS

I have signed and sealed my will consisting of ___ typewritten pages on _____, 20__.

_____
(**Testator's Name**)

The testator signed, sealed, and declared this as the testator's will in our presence on the date shown above. At the testator's request we have both signed our names as witnesses. All of this occurred at the same time, and we and the testator were present together throughout.

_____WITNESS SIGN NAME_____ _____CITY/COUNTY ONLY_____
Witness Address

_____WITNESS SIGN NAME_____ _____CITY/COUNTY ONLY_____
Witness Address

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

Before me, the undersigned authority, on this date personally appeared (**Testator's Name**), _____WITNESS PRINT NAME_____ and _____WITNESS PRINT NAME_____ _____, known to me to be the testator and witnesses, respectively, whose names are signed to the attached instrument; and, all of these persons being by me first duly sworn, (**Testator's Name**), the testator, declared to me and to the witnesses in my presence that said instrument is [his/her] last will and testament and that [he/she] had willingly signed and executed it in the presence of said witnesses as [his/her] free and voluntary act for the purposes therein expressed, and said witnesses stated before me that the foregoing instrument was executed and acknowledged by the testator as [his/her] last will and testament in the presence of said witnesses who, in [his/her] presence, and at [his/her] request, and in the presence of each other did subscribe their names thereto as attesting witnesses on the day of the date of said will, and that the testator, at the time of the execution of said will, was over the age of eighteen years and of sound and disposing mind and memory.

_____
(**Testator's Name**)

_____SIGN NAME_____
Witness

_____SIGN NAME_____
Witness

[CHECK APPLICABLE BOX]

Sworn and acknowledged before me by (**Testator's Name**), the testator, who [ ] is personally known to me or [ ] is affirmatively identified by _____ a credible witness personally known to me or [ ] has presented identification of _____; subscribed and sworn before me by __WITNESS: _PRINT NAME and _____WITNESS: _____PRINT NAME_____, witnesses, who are known to me on _DATE_____.

_____
Notary Public
My Registration No. is _____

NOTARY STAMP

My commission expires: _____

NOTARY INSTRUCTIONS

With the right hands of witness And testator raised:
Do you declare that the statements you are going to make in connection with this will (codicil) are true?

The to the testator:
Do you declare to me that this instrument is (a codicil to) your last will and testament and that you willingly executed it in the presence of these witnesses as your free and voluntary act for the purposes stated therein?

Then to the witnesses:
Do you declare before me that the foregoing will (codicil) was executed and acknowledged by the testator as (a codicil) to his/her last will and testament in your presence and that you, in his/her presence and at his/her request, and in the presence of each other, did subscribe your names as attesting witnesses, and that the testator is over the age of 18 and of sound and disposing mind and memory?