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Durable Power of Attorney

of

Linda Gilley Ratliff

THE ESTATE & ELDER LAW CENTER
of Southside Virginia, PLLC

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**DURABLE POWER OF ATTORNEY
OF
LINDA GILLEY RATLIFF**

**ARTICLE I
INTRODUCTION**

Introductory Provision. I, LINDA GILLEY RATLIFF, as principal ("Principal"), hereby appoint CYNTHIA RATLIFF MINTER to serve as my Agent. If any Agent resigns, dies, becomes incapacitated, is not qualified to serve, or declines or otherwise fails to serve, no further Agent needs to be appointed unless there is no Agent serving.

Statement of Intent to Create Durable Power of Attorney Under State Statute. By this instrument I intend to create a Durable Power of Attorney under Virginia law.

Agent Authorization. All persons named as Agents, or Alternate Agents herein who have succeeded to the office of Agent, are granted the powers and discretions described in the following provisions.

Revocation of Prior Powers of Attorney. I hereby revoke all powers of attorney, general and/or limited, heretofore created by me as principal and terminate all agency relationships created thereunder, including those of all successor Agents named therein, if any.

Delegation of All Powers Lawful to Delegate. I hereby delegate to my Agent, Agents, and Alternate Agents herein each and every power that I may lawfully delegate, subject only to those limitations specifically set forth in this instrument. It is my intent that this instrument shall be interpreted as a comprehensive full general power of attorney. The delineated powers hereinafter set forth are intended to explain and clarify the breath of powers delegated. The delineated powers are not intended to, nor shall they, limit or restrict this grant of a full and comprehensive general power of attorney.

**ARTICLE II
ASSET POWERS**

Introduction. My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible, and mixed, as follows:

(1) **Power to Sell.** My Agent is authorized to sell any and every kind of property that I may own now or hereafter acquire, real, personal, intangible, and/or mixed, on such terms and conditions and security as my Agent shall deem appropriate and to grant options with respect to sales thereof.

(2) **Power to Buy.** My Agent is authorized to buy every kind of property, real, personal, intangible, and/or mixed, on such terms and conditions as my Agent shall deem appropriate.

(3) **Power to Invest.** My Agent is authorized to invest and reinvest all or any part of my property in any property or interests, including undivided interests, in property, real, personal, intangible, and/or mixed, wherever located.

(4) **Power to Manage Real Property.** With respect to real property, including but not limited to any real property I may hereafter acquire or receive and my personal residence, my Agent is authorized to lease, sublease, release; to eject and remove tenants or other persons. My Agent is authorized to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by my Agent.

(5) **Power to Deal with Environmental Matters.** My Agent is authorized to inspect all real property owned either directly or indirectly by me and to deal with any environmental or health matters pertaining to such real property.

(6) **Power to Manage Personal Property.** With respect to personal property, my Agent is authorized to buy, collect, receive, manage, lease, protect, insure, alter, improve, mortgage, pledge, sell, or transfer any such personal property, whether owned currently or hereinafter acquired by me.

(7) **Power to Manage Art Collection.** My Agent shall have the authority to manage any collection of works of art owned by me. The terms "collection" or "works of art" shall include sculptures, paints, drawings, water colors, etchings, photography, mixed media, glass, ceramics, pottery, and other similar artistic items generally deemed to have intrinsic value. My Agent shall have the authority to retain, store, lend, show, exhibit, or sell any or all of the items in the art collection and to purchase or acquire more items for the collection.

(8) **Power to Operate Businesses.** My Agent is authorized to continue the operation of any business, corporation, partnership, limited liability company, proprietorship, or other entity owned by me, including all things relating to the management, operation, financing, and sale of any such business.

(9) **Power to Exercise Rights in Securities.** My Agent is authorized to exercise all rights with respect to corporate securities which I now own or may hereafter acquire.

(10) **Power to Demand and Receive.** My Agent is authorized to demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest, or make such other appropriate disposition of as my Agent deems appropriate, all cash, rights to the payment of cash, property, real, personal, intangible, and/or mixed, debts, dues rights, accounts, legacies, bequests, devises, dividends, annuities, rights, and/or benefits to which I am now or may in the future become entitled.

(11) **Power with Respect to Employment Benefits.** My Agent is authorized to create and contribute to an employee benefit plan for my benefit; to elect my retirement; to select any payment option; to make voluntary contributions; to make "roll-overs" of plan benefits into other retirement plans; to apply for and receive payments and benefits; to waive rights given to

non-employee spouses under state or federal law; to borrow money and purchase assets from such plans. See Section (13) entitled, "Beneficiary Designations."

(12) Power with Respect to Bank Accounts. My Agent is authorized to establish accounts of all kinds, including checking and savings, for me with financial institutions of any kind, including but not limited to banks and thrift institutions; to make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am authorized signatory; to negotiate, endorse, or transfer any checks or other instruments with respect to any such accounts; and to contract for any services rendered by any bank or financial institution. See Section (13) entitled, "Beneficiary Designations."

(13) Beneficiary Designations. Notwithstanding the provisions of Section (29) of this Durable Power of Attorney, my Agent may or may not select, create, or change beneficiary designations on any and all of my property, whether real or personal, including but not limited to bank and investment accounts, insurances policies, annuities, qualified or nonqualified retirement plans, and real property interests.

_____ My Agent **MAY** change an existing beneficiary designation or add a beneficiary designation.

L. G. R. My Agent **MAY NOT** change an existing beneficiary designation or add a beneficiary designation. (Exception: My Agent has the power to change the beneficiary for purposes of purchasing a pre-paid funeral arrangement for myself).

(14) Power with Respect to Safe-Deposit Boxes. My Agent is authorized to contract with any institution for the maintenance of a safe-deposit box; to have access to all safe-deposit boxes in my name or with respect to which I am a signatory; to add to and remove from the contents of any such safe deposit box; and to terminate box leases.

(15) Power with Respect to Legal and Other Actions. My Agent is authorized to institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial, or administrative hearings, actions, suits, proceedings, attachments, arrests, or distresses involving me in any way.

(16) Power to Manage Membership Plans and Accounts. My Agent is authorized to open, manage, use, transfer, gift, and close on my behalf membership plans and accounts.

(17) Power to Manage Club Memberships. My Agent is authorized to continue or discontinue any memberships that I may have in clubs, associations, or organizations of any type.

(18) Power to Borrow Money. My Agent is authorized to borrow money from any lender for my account on such terms and conditions and security as my Agent shall deem appropriate; and to borrow money on any life insurance policies owned by me on my life.

(19) Power to Create, Fund, Amend, and Terminate Trusts. My Agent is authorized to execute, amend, fund, withdraw, and terminate a revocable trust agreement with such trustee or trustees as my Agent shall select, which trust shall provide that all income and principal shall be

paid to me, to some person for my benefit, or applied for my benefit in such amounts as I or my Agent shall request or as the trustee or trustees shall determine, and that on my death any remaining income and principal shall be paid to my personal representative.

(20) Power to Create and Fund Trusts to Qualify for Governmental Assistance. My Agent is authorized to create and execute one or more trusts to allow me to qualify for Medicaid and other governmental benefit. To the extent permissible by law, during my lifetime income and/or principal may be made available to me or for my benefit. At my death the trust shall distribute in accordance with state or federal laws with any remainder paid to my Executor for inclusion in my estate.

(21) Power to Create Qualified Personal Residence Trusts. My Agent is authorized to execute a Qualified Personal Residence Trust for my benefit and to transfer my residence to the Trust.

(22) Power to Fund Trusts Created by the Principal. My Agent is authorized to transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument any and all of my cash, real or personal property of all kinds, or interests in property.

(23) Power to Withdraw Funds from Trusts. My Agent is authorized to request, withdraw, and/or receive the income or corpus of any trust over which I may have a right of withdrawal and to exercise or let lapse any power of withdrawal.

(24) Power to Renounce and Resign from Fiduciary Positions. My Agent is authorized to renounce any fiduciary position to which I have been or may be appointed or elected, and any office or position to which I have been or may be elected or appointed; to resign any such positions; to file an accounting with a court of competent jurisdiction or settle on an informal method as my Agent shall deem appropriate.

(25) Power to Disclaim, Renounce, Release, or Abandon Property Interests. My Agent is authorized to renounce, disclaim, release, or abandon any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession, including the right to alter, amend, revoke, or terminate, and to exercise any right to claim an elective share in any estate or under any will.

(26) Power with Respect to Insurance. My Agent is authorized to purchase, maintain, surrender, collect, or cancel life insurance or annuities, hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, long-term care insurance, and disability income insurance for me or any of my dependents, and liability insurance on assets of mine against loss or damage. See Section (13) entitled, "Beneficiary Designations."

(27) Power with Respect to Taxes. My Agent is authorized to represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift, and other tax returns of all kinds, and any power of attorney form appointing an agent required by the Internal Revenue Service and/or any state and/or local taxing authority.

(28) **Power to Oversee Qualified State Tuition Plans.** My Agent is authorized to create, fund, modify, and terminate one or more qualified state tuition plans created under section 529 of the Internal Revenue Code.

(29) **Power to Make Gifts.** My Agent is authorized to make gifts or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such person or organization as my Agent shall select, including gifts to my Agent; to consent to the splitting of gifts under section 2513 of the Internal Revenue Code; to pay any gift tax that may arise by reason of such gift. Provided, however, that if this Power of Attorney shall permit an Agent to make gifts to a group of individuals, which includes the Agent, the amount of such gift to the Agent shall not have any limitation.

(30) **Power to Self-Deal.** L. G. R. My agent may engage in acts of self-dealing, even if state law restricts acts of self-dealing. Unless expressly prohibited by another provision of this Durable Power of Attorney, my Agent may enter into transactions on my behalf in which my Agent is personally interested, so long as the terms of such transaction are fair to me. For example, my Agent may purchase property from me at its fair market value without court approval. Further, My Agent may execute an asset protection plan in conjunction with my eligibility for public benefits program, i.e. Medicaid, to pay the costs of my care.

(31) **Power to Provide Support to Others.** My Agent is authorized to support and/or continue to support any person whom I have undertaken to support or to whom I may owe an obligation of support, in the same manner and in accordance with the same standard of living as I may have provided in the past; provided, however, that if at any time that my Agent shall act under this clause I am legally separated or divorced from my spouse, any support provided to such spouse by my Agent shall be limited to such support as may be required by law.

(32) **Power to Make Loans.** My Agent is authorized to lend, renew, or extend money and property at such interest rate, if any, and on such terms and conditions, and with such security, if any, as my Agent may deem appropriate.

(33) **Power to Care for Pets.** My Agent is authorized to take possession of my pets and maintain them in the standard of care and health as I cared for them. In exercising such authority, my Agent is authorized to expend or otherwise use reasonable amounts of my funds as may be necessary or appropriate to provide for the health, care, exercise, and welfare of such pets including, but not limited to, veterinary care, food, toys, and kennel fees.

ARTICLE III INCIDENTAL POWERS

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, affidavits, certificates, and papers necessary or appropriate to such exercise or exercises.

(1) **Resort to Courts.** My Agent is authorized to seek on my behalf and at my expense a declaratory judgment, mandatory injunction, or suit for damages from any court of competent jurisdiction.

(2) **Hire and Fire Any Personnel.** My Agent is Authorized to employ, compensate, and discharge such domestic, health care, and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants, and employees as my Agent deems appropriate.

(3) **Sign Documents and Incur Costs in Implementing the Agent's Instructions.** My Agent is authorized to sign, execute, endorse, seal, acknowledge, deliver, and file or record instruments and documents appropriate to effectuate the powers delegated herein; to incur costs on my behalf and to promptly pay such costs, and to expend my funds and to liquidate my property or to borrow money to produce such funds needed.

(4) **Control of Electronic Media.** My Agent is authorized to take control of, read, write, reply, conduct, continue, or terminate any e-mail, accounts on any electronic media, websites, and domain and other registration names, including the power to obtain and use passwords and the power to deal with, sell, or terminate such accounts.

(5) **Power to Do Miscellaneous Acts.** My Agent is authorized to open, read, respond to, and redirect my mail; to represent me before the U.S. Postal Service; to establish, cancel, continue, or initiate my membership in organizations and associations; to take and give or deny custody of all of my important documents; to execute documents on my behalf; and to house or provide for housing, support, and maintenance of any animals that I may own or to transfer such animals to some person or persons willing to care for them.

ARTICLE IV THIRD PARTY RELIANCE

Third Party Reliance. For the purpose of inducing all persons and entities, including but not limited to any physician, hospital, nursing home, health care provider, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party to act in accordance with the instructions of my Agent as authorized in this instrument, I hereby represent, warrant, and agree that: i) if this instrument is revoked or amended for any reason, I and my estate will hold any person or entity harmless from any loss suffered, or liability incurred by such person in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such person of actual written notice of any such revocation or amendment; ii) the powers conferred on my Agent may be exercised by my Agent alone and my Agent's signature or act under the authority granted in this instrument may be accepted by persons as fully authorized by me; iii) no person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me; iv) no person who relies on any affidavit or certificate under penalties of perjury that this instrument specifically authorizes my Agent to execute and deliver to such person shall incur any liability to me; v) all persons from whom my Agent may request information regarding me are released from any legal liability whatsoever to me, my estate, or my personal representative for complying with my Agent's requests; and vi) I hereby authorize all physicians and psychiatrists who have treated me, and all other providers of health care, including

hospitals, to release to my Agent all information or photocopies of any records which my Agent may request and I hereby waive all privileges which may be applicable to such information and records.

ARTICLE V RESTRICTION ON POWERS

Restriction on Powers. Notwithstanding any provision herein to the contrary, my Agent shall: i) have no power or authority whatsoever with respect to any interest in or incidents of ownership in any policy of insurance I may own on the life of my Agent; ii) have no power or authority whatsoever with respect to (a) any irrevocable trust created by my Agent as to which I am a trustee or a beneficiary, or (b) any asset given to me by my Agent; iii) be prohibited from (a) appointing, assigning, or designating any of my assets, interests, or rights directly or indirectly to my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (b) exercising any powers of appointment I may hold in favor of my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (c) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to pass assets directly or indirectly to my Agent or his or her estate, or (d) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others, excluding those whom I am legally obligated to support; iv) be prohibited from exercising any discretionary fiduciary powers that I now hold or may hereafter acquire; and v) avoid disrupting the dispositive provisions of any estate plan of mine known to my Agent.

ARTICLE VI INCORPORATION OF POWERS

I hereby incorporate by reference all powers of fiduciaries stated in §64.2-105 of the Code of Virginia.

ARTICLE VII DURABILITY PROVISION

Immediate Power. This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time.

ARTICLE VIII ADMINISTRATIVE PROVISIONS

Introduction. The following provisions shall apply:

(1) **Reimbursement of Expenses But No Compensation for Agent.** My Agent shall not be entitled to compensation for services rendered hereunder but shall be entitled to reimbursement for all reasonable costs and expenses, including reasonable attorney's fees, actually incurred and paid by my Agent on my behalf at any time under any provision of this instrument.

(2) **Agent Accountability.** Unless requested by my family or a court, my Agent shall not be required to, but may, prepare, distribute, and, if appropriate, file with an appropriate court an annual accounting.

(3) **Nomination of Agent as Conservator and Guardian for Principal.** To the extent that I am permitted by law to do so, I herewith nominate and appoint my Agent to serve as my guardian, conservator, and/or in any similar representative capacity, if such an appointment is necessary.

(4) **Waiver of Acts of Omission and Commission.** My Agent (and my Agent's estate and Executor or Administrator), acting in good faith, are hereby released and forever discharged from any and all civil liability and from all claims or demands of all kinds whatsoever by me or my estate and Executor or Administrator arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence.

(5) **Waiver of Duty to Produce Income, Authority for Transactions between Agent as Agent and Agent as Individual and Eligibility of Agent to Serve in Other Fiduciary Capacities for Principal.** 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. My Agent shall have no liability for entering into transactions authorized by this instrument with my Agent in my Agent's individual capacity as long as my Agent believes in good faith that such transactions are in my best interests or the best interests of my estate and those persons interested in my estate. My Agent shall be eligible to serve in all other fiduciary capacities, for me or my benefit (but not in my place where I may serve as a fiduciary for others), including but not limited to serving as Trustee, Guardian, Conservator, Committee, Executors or Administrators.

(6) **No Duty to Monitor Health.** My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental capacity to determine if any actions need be taken under this instrument.

(7) **Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

(8) **This Instrument Unaffected by Lapse of Time.** This power of attorney shall be legally unaffected by reason of lapse of time or staleness.

(9) **Agent Authorized to Sign Power of Attorney Forms.** In carrying out the authorizations set forth in this instrument, if in the sole opinion of my Agent it is necessary or convenient for my Agent to sign my name, as Principal, on forms of powers of attorney (the "Forms") required by governmental agencies, corporations or other entities in transactions with me, my Agent is authorized to execute such Forms, and to appoint an agent or other person on the Forms to represent me.

(10) **Agent Authorized to Employ Principal's Attorney.** The Principal requests and authorizes the Agent to employ the attorney, Robert W. Haley, who prepared this power of attorney and any other attorney at The Estate & Elder Law Center of Southside Virginia, PLLC, or other attorneys employed by the Principal in connection with the Principal's estate plan and business matters and hereby (a) waives any and all conflicts of interest that might arise through such employment, (b) authorizes all such attorneys to make full disclosure of the Principal's estate plan and business to the Agent and (c) authorizes such attorneys to accept such employment.

(11) **Governing Law.** This instrument shall be governed by the laws of the State of Virginia in all respects.

(12) **Revocation and Amendment.** This instrument may be amended or revoked by me at any time by the execution by me of a written instrument of revocation or amendment delivered to my Agent and to all Alternate Agents.

(13) **Agent's Resignation and Selection of Substitute.** If my Agent desires to resign as my Agent, and there is no successor Agent named in this instrument who is willing and able to serve as my Agent, and I am incapacitated at the time of such resignation, then on such resignation my Agent is authorized and empowered to appoint a substitute Agent to act and serve as my Agent, such appointment to be made in a written instrument that shall be (i) signed by my Agent, (ii) delivered to my substitute Agent, and (iii) attached to this instrument.

(14) **Agent's Death, Incapacity, or Resignation and Selection of Substitute.** At any time after my incapacity, my Agent at any time may appoint a future successor Agent to act and serve as my Agent in the event that my Agent shall die or become mentally incapacitated or shall resign prior to my death, and my Agent at any time during my Agent's service as Agent may also revoke any such appointment theretofore made by my Agent, provided, however, that my Agent may not revoke, modify or supersede any appointment of a successor Agent made by me in this power of attorney. Any appointment made by my Agent shall be made in a written instrument that shall (i) specify the event or events on which such substitution shall become effective, (ii) be signed by my Agent, (iii) be delivered to my substitute Agent, and (iv) be attached to this instrument.

(15) **Counterpart Originals.** If this instrument has been executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

(16) **Photocopies.** My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. Each photocopy shall have the same force and effect as any original.

(17) **Binding Effect.** This instrument and actions taken by my Agent properly authorized hereunder shall be binding on me, my estate and my Executor or Administrator.

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney this the 25th day of October, 2018.

Linda Gilley Ratliff
LINDA GILLEY RATLIFF, PRINCIPAL

WITNESSES:

Joanna R. Smart
JOANNA R. SMART, WITNESS

Laura Ann Gall
LAURA ANN GALL, WITNESS

STATE OF VIRGINIA

COUNTY OF HENRY

Notarial Acknowledgment. The foregoing instrument was acknowledged before me this the 25th day of October, 2018 by **LINDA GILLEY RATLIFF**, Principal.

Mallory Lane Rorer
(Signature of Person Taking
Acknowledgment)

Notary Public
(Title or Rank)

7558711
(Serial Number, if any)



LAG