

Financial Power Of Attorney

(Andre & Blaustein, LLP Format)

STATE OF GEORGIA

COUNTY OF _____

I, _____ [PRINCIPAL], (hereinafter "Principal"), a resident of _____ County, Georgia, do hereby constitute and appoint _____ [AGENT ONE], as my true and lawful attorney-in-fact (hereinafter "Agent"). In the event that _____ [AGENT ONE] is unwilling or unable to act as my Agent for any reason, then I constitute and appoint _____ [AGENT TWO] as successor Agent. I give my Agent the power(s) specified below to act in my name, place, and stead in any way which I, myself, could do if I were personally present with respect to the following matters:

(Directions: To give the Agent the powers described in paragraphs 1 through 14, place your initials on the blank line at the end of each paragraph. If you DO NOT want to give a power to the Agent, strike through the paragraph or a line within the paragraph and place your initials beside the stricken paragraph or stricken line. The powers described in any paragraph not initialed or which has been struck through will not be conveyed to the Agent. Both the Principal and the Agent must sign their full names at the end of the last paragraph.)

1. Bank and Credit Union Transactions: To make, receive, sign, endorse, execute, acknowledge, deliver, and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations.

Initial: _____

2. Payment Transactions: To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill or exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent.

Initial: _____

Note: If you initial paragraph 3 or paragraph 4 which follow, a notarized signature will be required on behalf of the Principal.

3. Real Property Transactions: To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my

Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve, manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situate in the State of Georgia, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.

Initial: _____

4. Personal Property Transactions: To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of Georgia or any applicable state, or otherwise hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.

Initial: _____

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

Initial: _____

6. Safe Deposits: To have free access at any time or times to any safe deposit box or vault to which I might have access.

Initial: _____

7. Borrowing: To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part.

Initial: _____

8. Business Operating Transactions: To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in.

Initial: _____

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

Initial: _____

10. Disputes and Proceedings: To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

Initial: _____

11. Hiring Representatives: To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.

Initial: _____

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

Initial: _____

13. Broad Powers: Without, in any way, limiting the foregoing, generally to do, execute, and perform any other act, deed, matter, or thing whatsoever, that should be done, executed, or performed, including, but not limited to, powers conferred by Code Section 53-12-232 of the Official Code of Georgia Annotated, or that in the opinion of my Agent, should be done, executed, or performed, for my benefit or the benefit of my property, real or personal, and in my name of every nature and kind whatsoever, as fully and effectually as I could do if personally present.

Initial: _____

14. Gifts: To make non-taxable gifts and non-taxable transfers of any of my assets on my behalf to members of my family, including my Agent, to avoid or reduce the aggregate estate and gift taxes on my estate or my spouse's estate, or both, [FOR SINGLE: on my estate] or to aid any such family member with the costs of medical care and treatment, or for other purposes. The term(s) "**nontaxable gifts**" and/or "**nontaxable transfers**" shall be deemed to include the following types of transfers: (a) transfers that qualify for the marital deduction under I.R.C. Section 2523; (b) transfers that qualify for a charitable contribution deduction under I.R.C. Section 2522; and

(c) transfers that are not subject to gift tax pursuant to the provisions of I.R.C. Sections 2503(b), (c), and (e). In addition and not in limitation of the preceding provisions of this paragraph 14, my Agent is authorized expressly and shall have the power to make taxable gifts outright or in trust or otherwise to my children and/or their descendants. [OPTION: Notwithstanding the foregoing provisions of this paragraph, the total of all gifts and transfers to or for the benefit of any Agent or co-Agent in any calendar year shall not exceed an amount equal to five percent (5%) of my net worth as of January 1 of the calendar year of the gift in question.]

Initial: _____

All references in this Financial Power of Attorney to section(s) of the Internal Revenue Code are to section(s) of the Internal Revenue Code of 1986 in force or as such section(s) and/or code may from time to time hereafter be amended or superseded.

15. Effective Date: This document will become effective upon the date of the Principal's signature unless the Principal indicates that it should become effective at a later date by completing the following, which is optional.

The powers conveyed in this document shall become effective upon my incapacity and shall not be effective until then. In lieu of a judicial determination of my incapacity, I shall be deemed to be incapacitated and the powers conveyed herein shall become effective upon presentation of a notarized statement that I am incapacitated by either my regular attending physician or two other physicians selected by my attorney-in-fact.

Signed: _____

[PRINCIPAL]

[AGENT ONE]

[AGENT TWO]

It is my desire and intention that this Financial Power of Attorney shall not be affected by my subsequent disability, incapacity, or mental incompetence. Any and all acts done by the Agent pursuant to the powers conveyed herein during any period of my disability or incapacity shall have the same force and effect as if I were competent and not disabled.

I may, at any time, revoke this Financial Power of Attorney, but it shall be deemed to be in full force and effect as to all persons, institutions, and organizations which shall act in reliance thereon prior to the receipt of written revocation thereof signed by me and prior to receipt of actual notice of my death.

I do hereby ratify and confirm all acts whatsoever which my Agent shall do, or cause to be done, in or about the premises, by virtue of this Financial Power of Attorney. All parties dealing in good faith with my Agent may fully rely upon the power of and authority of my Agent to act for me on my behalf and in my name, and may accept and rely on agreements and other instruments entered into or executed by the Agent pursuant to this Financial Power of Attorney.

I intend that this Financial Power of Attorney be exercisable in any state or jurisdiction in which I may have any property or interest in property.

An individual shall be deemed to be unable to serve or to continue serving as an agent hereunder if: (1) such individual dies, is adjudicated incompetent by a court of competent jurisdiction, or notifies me, the agent(s) serving hereunder, and any successor agent(s) named herein in writing of such individual's inability or unwillingness to serve or continue serving as an agent hereunder; (2) two licensed medical doctors who are familiar with the physical and mental condition of such individual determine in a written instrument, a copy of which shall be delivered to me, to the agent(s) serving hereunder, and to such individual's successor agent(s) named herein, if any, that such individual at the time in question is unable to serve or to continue serving as such agent; or (3) a court having the requisite jurisdiction determines for any reason that such individual is unable to serve or to continue serving as such agent.

By making this Financial Power of Attorney, I hereby expressly revoke all other powers of attorney involving the grant of authority with respect to my assets and financial affairs that I have previously executed.

This instrument shall not be effective as a grant of powers to my Agent until my Agent has executed the Acceptance of Appointment appearing at the end of this instrument. This instrument shall remain effective until revocation by me or my death, whichever occurs first.

Compensation of Agent: (Directions: Initial the line opposite your choice.)

- 1. My Agent shall receive no compensation for services rendered. _____
- 2. My Agent shall receive reasonable compensation for services rendered. _____
- 3. My Agent shall receive \$_____ for services rendered. _____

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this ____ day of _____, 2006.

_____ {SEAL}

[PRINCIPAL]

WITNESSES:

ADDRESSES:

Note: A notarized signature is not required unless you have initialed paragraph 3 or 4 regarding property transactions.

I, _____, a Notary Public, do hereby certify that
_____ [PRINCIPAL] personally appeared before me this date and acknowledged
the due execution of the foregoing Power of Attorney.

Notary Public

STATE OF GEORGIA

COUNTY OF _____

ACCEPTANCE OF APPOINTMENT

I, _____ [AGENT ONE], have read the foregoing Power of Attorney and am the person identified therein as Agent for _____ [PRINCIPAL], the Principal named therein. I hereby acknowledge the following:

I owe a duty of loyalty and good faith to the Principal, and must use the powers granted to me only for the benefit of the Principal. I must keep the Principal's funds and other assets separate and apart from my funds and other assets and titled in the name of the Principal. I must not transfer title to any of the Principal's funds or other assets into my name alone. My name must not be added to the title of any funds or other assets of the Principal, unless I am specifically designated as Agent for the Principal in the title.

I must protect and conserve, and exercise prudence and caution in my dealings with, the Principal's funds and other assets. I must keep a full and accurate record of my acts, receipts, and disbursements on behalf of the Principal, and be ready to account to the Principal for such acts, receipts, and disbursements at all times. I must provide an annual accounting to the Principal of my acts, receipts, and disbursements, and must furnish an accounting of such acts, receipts, and disbursements to the personal representative of the Principal's estate within 90 days after the date of death of the Principal.

I have read the Compensation of Agent paragraph in the Power of Attorney and agree to abide by it.

I acknowledge my authority to act on behalf of the Principal ceases at the death of the Principal.

I hereby accept the foregoing appointment as Agent for the Principal with full knowledge of the responsibilities imposed on me, and I will faithfully carry out my duties to the best of my ability.

Dated: _____

[AGENT ONE]

Note: A notarized signature is not required unless the Principal initialed paragraph 3 or paragraph 4 regarding property transactions.

I, _____, a Notary Public, do hereby certify that _____ [AGENT ONE] personally appeared before me this date and acknowledged the due execution of the foregoing Acceptance of Appointment.

Notary Public

STATE OF GEORGIA

COUNTY OF _____

ACCEPTANCE OF APPOINTMENT

I, _____ [AGENT TWO], have read the foregoing Power of Attorney and am the person identified therein as successor Agent for _____ [PRINCIPAL], the Principal named therein. I hereby acknowledge the following:

I owe a duty of loyalty and good faith to the Principal, and must use the powers granted to me only for the benefit of the Principal. I must keep the Principal's funds and other assets separate and apart from my funds and other assets and titled in the name of the Principal. I must not transfer title to any of the Principal's funds or other assets into my name alone. My name must not be added to the title of any funds or other assets of the Principal, unless I am specifically designated as Agent for the Principal in the title.

I must protect and conserve, and exercise prudence and caution in my dealings with, the Principal's funds and other assets. I must keep a full and accurate record of my acts, receipts, and disbursements on behalf of the Principal, and be ready to account to the Principal for such acts, receipts, and disbursements at all times. I must provide an annual accounting to the Principal of my acts, receipts, and disbursements, and must furnish an accounting of such acts, receipts, and disbursements to the personal representative of the Principal's estate within 90 days after the date of death of the Principal.

I have read the Compensation of Agent paragraph in the Power of Attorney and agree to abide by it.

I acknowledge my authority to act on behalf of the Principal ceases at the death of the Principal.

I hereby accept the foregoing appointment as Agent for the Principal with full knowledge of the responsibilities imposed on me, and I will faithfully carry out my duties to the best of my ability.

Dated: _____

[AGENT TWO]

Note: A notarized signature is not required unless the Principal initialed paragraph 3 or paragraph 4 regarding property transactions.

I, _____, a Notary Public, do hereby certify that _____ [AGENT TWO] personally appeared before me this date and acknowledged the due execution of the foregoing Acceptance of Appointment.

Notary Public