

[NOTE TO USER:THIS AGREEMENT SHOULD BE USED IN CONJUNCTION WITH A LAST WILL AND TESTAMENT WHICH CONTAINS APPROPRIATE INCORPORATION BY REFERENCE LANGUAGE. SEE EXAMPLE IN ATTORNEY RESOURCES SECTION AT WWW.VSB.ORG/SLC]

**AGREEMENT
FOR ATTORNEY AT LAW REGARDING LAW PRACTICE
(PREPARED BY JOHN DOE, ATTORNEY AT LAW,
345 BARRISTER LANE, RICHMOND, VIRGINIA 23228)**

This Agreement is entered into this 19th day of November, 2002, by and between JOHN DOE, a Virginia licensed attorney-at-law and member of the Virginia State Bar, whose Virginia State Bar Number is 00000, and whose Social Security Number is 999-99-9999, whose date of birth is September 5, 1927, of the County of Henrico, Virginia, presently residing at 123 Anywhere Street, Richmond, VA 23228, and whose law practice office address is 345 Barrister Lane, Richmond, Virginia 23228 (and who, for purposes of this Agreement is referred to as the "First Party"), and THOMAS R. JONES, a Virginia licensed attorney-at-law and member of the Virginia State Bar, whose Virginia State Bar number is 00001 (and who, for purposes of this Agreement is referred to as the "Second Party"). THOMAS R. JONES, JR., a Virginia licensed attorney-at-law, whose Virginia State Bar member number is 00999, is the Third Party to this Agreement, and is a party to this Agreement in a "stand-by" capacity. In the event of THOMAS R. JONES' disappearance, disability, incapacity, incompetence, inability to act on THOMAS R. JONES' own behalf, or THOMAS R. JONES' death, then THOMAS R. JONES, JR. shall succeed to all of rights, responsibilities, powers and obligations of Second Party hereunder; in the event that THOMAS R. JONES, JR. is so serving in THOMAS R. JONES' place and stead, then all references herein to Second Party shall be deemed to include THOMAS R. JONES, JR.

RECITATIONS AND AGREEMENT

1. First Party recognizes the importance of protecting the interests of First Party and of First Party's clients, in the event of First Party's disappearance, disability, incapacity, incompetence, inability to act on First Party's own behalf, or First Party's death.
2. First Party wishes to plan for the orderly handling of the law practice of the First Party, in the event of First Party's disappearance, disability, incapacity, incompetence, inability to act on First Party's own behalf, or First Party's death.
3. First Party has requested Second Party and Third Party to enter into this Agreement, to act in accordance with this Agreement regarding First Party's law practice, in the event of First Party's disappearance, disability, incapacity, incompetence, inability to act on First Party's own behalf, or First Party's death.
4. Second Party and Third Party are willing to enter into this Agreement with First Party.
5. First Party intends that this Agreement survive First Party's disappearance, disability, incapacity, incompetence, inability to act on First Party's own behalf, or First Party's death. First Party intends to incorporate the powers conferred upon Second Party herein, by reference into First Party's Last Will and Testament, in which Last Will and Testament First Party intends to appoint Second Party as an Executor, and Third Party as a contingent Executor. First Party intends that Second Party (or Third Party, as the case may be), as Executor, will continue to exercise Second Party's powers hereunder.
6. First Party reserves the right, during First Party's lifetime, to revoke, amend, alter or modify this Agreement by a written instrument, other than a Last Will and Testament, delivered to Second Party, provided, however, that Second Party's duties hereunder shall not be increased and Second Party's rate of compensation hereunder shall not be decreased without Second Party's written consent.
7. Second Party and Third Party may resign hereunder during First Party's lifetime by a written instrument delivered to First Party.
8. For purposes of this Agreement, First Party's "law practice" is defined as:

(HERE DESCRIBE THE NATURE AND EXTENT OF THE ENTITY OR ENTITIES INVOLVED, THE INTERESTS INVOLVED AND THE SPECIFIC ASSETS OR PROPERTY INVOLVED)

_____).

The affidavit of Second Party or Third Party that First Party has disappeared, is disabled, incapacitated or incompetent, is unable to act on First Party's own behalf, or is deceased shall be conclusive proof of the facts stated in such affidavit. The affidavit of Third Party that Second Party has disappeared, is disabled, incapacitated or incompetent, is unable to act on Second Party's own behalf, or is deceased shall be conclusive proof of the facts stated in such affidavit. In determining whether First Party has disappeared, is disabled, incapacitated, incompetent, is unable to act on First Party's own behalf, or is deceased, the Second Party or Third Party may act upon such evidence as Second Party or Third Party shall deem reasonably reliable, including, without limitation, communications with members of First Party's family or other reliable sources, or written opinions of one or more medical doctors duly licensed to practice medicine. First Party hereby relieves Second Party and Third Party from any liability for actions taken in good faith under this instrument. All actions taken pursuant to this Agreement by Second Party or Third Party shall be taken in compliance with all applicable Virginia laws governing attorneys-at-law and all rules and regulations of the Virginia Supreme Court and the Virginia State Bar, including, without limitation. Rules of Professional Conduct adopted by the Virginia Supreme Court and Legal Ethics Opinions; to the extent that any provision of this Agreement should be in conflict with any such laws, rules, regulations, or legal ethics opinions, such laws, rules, regulations, or legal ethics opinions shall govern. This Agreement and the authority of the Second Party or Third Party hereunder shall not terminate in the event of First Party's disappearance, disability, incapacity, or incompetence, inability of First Party to act on First Party's own behalf, or First Party's death. Second Party and Third Party agrees to manage all property associated with First Party's law practice, real and personal (when the term "property" is hereinafter used, it shall include, whenever applicable, both real and personal property, tangible, intangible and mixed, and any interest or right therein) and to act in and conduct all matters related to First Party's law practice, and for that purpose and in First Party's name, place and stead, and for First Party's use and benefit, and as First Party's act and deed, to do and execute, or to concur with persons jointly interested with First Party therein in the doing or executing of, all or any acts, deeds and things, that is to say:

1. Power To Inventory And To Conduct His/Her Own Conflict Of Interest Check. To inventory all client case files and client property under First Party's control, and to conduct his/her own conflict of interest check before delving into client files; in the event that Second Party identifies such a conflict of interest, Second Party shall appoint a Successor or Substitute as provided in paragraph 14 below, to deal with that file.

2. Power To Notify Clients. To notify all of First Party's clients of First Party's disappearance, disability, incapacity, incompetence, inability to act on First Party's own behalf, or First Party's death, and to take whatever action Second Party deems advisable to protect the interests of First Party's law practice and the interests of First Party's clients, until such time as First Party's clients have obtained substitute counsel or have engaged Second Party as substitute counsel.

3. Power To Safeguard Clients' Files and Property. To safeguard client's files and property, and to deliver client's files and property as directed in writing by the clients, obtaining proper receipts therefor.

4. Power To Deal With Financial Institutions. To open accounts for First Party's law practice with, to add to, withdraw from, or close accounts for First Party's law practice (including operating or general accounts, and attorney escrow or trust accounts) in financial institutions, including, without limitation, banks, trust companies, brokerage firms, mutual fund companies, or other institutions, or to draw upon any such financial institution, corporation, firm, association or individual for any sum or sums of money or other property to which First Party may be entitled as First Party might or could do; to execute and deliver any instruments, checks or other negotiable instruments with respect to the accounts with such financial institutions; to contract for any services rendered by such financial institutions; upon receipt of any checks, drafts, dividends, interest, income or moneys, to deposit the same in the appropriate account in First Party's name in any financial institution;

5. **Power To Enter First Party's Law Office.** To enter First Party's law office and to use the office equipment and supplies as necessary;

6. **Power Regarding Mail And Courier Deliveries.** To receive, to sign for, and to open First Party's law practice mail and courier deliveries and to process and respond to them, as necessary; To deal with the United Postal Service;

7. **Power To Examine Files And Records.** To examine files and records of First Party's law practice and to obtain information as to any pending matters requiring attention;

8. **Power To Obtain Client Consent To Obtain Extensions Of Time.** To obtain client consent to obtain extensions of time and to contact opposing counsel and courts/agencies to obtain extensions of time;

9. **Power To Apply For Extensions Of Time.** To apply for extensions of time regarding any pending matters;

10. **Power To Prepare And File Accountings and Bills.** To prepare and file or submit accountings and bills to First Party's clients and others;

11. **Power To Preserve Client Confidences And Secrets.** To preserve confidences and secrets of First Party's clients and to protect the attorney-client privilege;

12. **Power To Screen Files For Conflicts Of Interest.** To screen First Party's client files for conflicts of interest on the part of Second Party or any other attorney to whom a client is referred;

13. **Power To Mediate And Arbitrate.** To submit to mediation and/or arbitration on First Party's behalf;

14. **Power To Appoint Successor Or Substitute.** If Second Party is unable or unwilling to act on First Party's behalf under this instrument, either as to a specific matter, or overall, then Second Party is empowered to appoint in writing another discreet and competent attorney-at-law licensed in the State of Virginia as a Successor or Substitute to act on First Party's behalf, with full powers to act under the terms of this Agreement;

15. **Power To Collect Accounts Receivable.** To collect accounts receivable belonging to First Party's law practice;

16. **Power To Deal With Creditors.** To determine the nature and amounts of all claims of creditors, including clients, of First Party's law practice and to deal appropriately with said creditors;

17. **Power To Sell First Party's Law Practice.** To sell First Party's law practice, partially or in its entirety, including good will, in accordance with Rule 1.17 of the Rules of Professional Conduct. Second Party is empowered to purchase First Party's law practice, partially or in its entirety, but only if the purchase price paid is the fair market value of First Party's law practice, as determined by an independent third party;

18. **Power To Request Appointment Of Receiver.** If deemed necessary and appropriate in Second Party's discretion, to seek the appointment of Second Party or other discreet and competent attorney-at-law as receiver, in accordance with the provisions of Virginia Code Section 54.1- 3900.01;

19. **Power To Terminate Attorney-Client Relationship And To Appear Before Court Or Other Tribunal To Request Withdrawal Of Appearance.** To terminate the attorney-client relationship with a client by proper notice to the client, and to appear before court or other tribunal to request withdrawal in a pending matter;

20. **Power To Sell, Encumber And Dispose Of Real and Personal Property.** To sell, pledge or otherwise encumber or dispose of any real or personal property belonging to First Party's law practice;

21. **Power To Purchase Real And Personal Property.** To buy, or otherwise acquire, any property, including stocks, bonds, Treasury- securities, or other investments, all in a prudent manner;

22. **Power To Invest And Manage.** To invest or reinvest, lease or let, or otherwise manage any of the property of First Party's law practice, real and personal, tangible and intangible; to make investments and re-investments on behalf of First Party's law practice, being bound by the Prudent Investor Rule, including, without limitation, taking the following actions: exercising all rights with respect to investments which First Party's law practice now owns or may hereafter acquire, including, without limitation, the right to buy, sell, grant security interests in, or otherwise deal with such invest-

ments; opening, establishing, utilizing, or closing investment and brokerage accounts; to sell, assign, endorse and transfer any stocks, bonds, options or other securities of any nature whatsoever standing in the name of my First Party's law practice, and to execute any and all documents necessary to effectuate the foregoing, including, without limitation, stock and/or bond powers and certificates, and affidavits of domicile;

23. Power To Sue And Defend. To commence or carry on, or to defend, at law or in equity, all actions, suits or other proceedings touching First Party's law practice, or touching anything in which First Party's law practice may be in any wise concerned;

24. Power To Demand And Receive. To demand, settle, collect, sue for, receive, enforce payment of, submit to arbitration or mediation, compromise, receive, give receipts or discharges for, or make such other appropriate disposition regarding such matters related to First Party's law practice as Second Party deems appropriate, of all moneys, rights to payment, property (real and personal, tangible and intangible), securities, debts, chattels, causes of action, or other property whatsoever now belonging or hereafter to belong to First Party's law practice;

25. Power To Settle, Compromise, Arbitrate Or Mediate. To settle or compromise, or submit to arbitration or mediation, all debts, taxes, accounts, claims, causes of action or disputes between First Party's law practice and any other person or entity, regardless of the identity of the person or entity involved;

26. Power To Borrow. To make or endorse promissory notes, or to renew the same from time to time, without personal liability on the part of Second Party;

27. Power To Deal With Taxes And Tax Agencies. To inspect, prepare, execute or file income, information, or other tax returns or forms and to act on behalf of First Party's law practice in dealing with any office of the Internal Revenue Service, any office of the Virginia Department of Taxation, or any office of any other tax department or agency in connection with any income, withholding, employment or other tax matters (including, without limitation: signing a waiver agreeing to a tax adjustment or an offer of waiver of restriction on assessment or collection of a tax deficiency, or a waiver of notice of disallowance of claim for credit or refund; signing a consent to extend the statutory time period for assessment or collection of a tax; signing a closing agreement under section 7121 of the Internal Revenue Code; receiving a refund check and negotiating it on behalf of First Party's law practice; representing First Party at a conference with the tax agency; filing a written response on First Party's behalf with the tax agency; signing employment tax returns; receiving confidential tax information); designating in writing any other person or agent to act on First Party's behalf regarding the foregoing tax matters;

28. Power To Employ And Dismiss. To employ or dismiss agents, accountants, attorneys, or others, and to compensate them;

29. Power Regarding Insurance. To apply for, take out, renew, maintain, pay premiums on, modify, make claims against, collect benefits from, surrender, or cancel fire, casualty, professional liability, or other liability insurance policies on First Party, on Second Party, or any property of First Party's law practice; to apply for, take out, renew, maintain, pay premiums on, modify, make claims against, take loans against, collect benefits from, surrender or cancel policies of disability insurance, long term care insurance, office overhead insurance, life insurance, or other insurance; the foregoing powers apply to private and public insurance plans, including, without limitation, Medicare, Medicaid, SSI, and Workers Compensation;

30. Power To Execute Instruments. Regarding First Party's law practice, to execute, acknowledge or deliver in First Party's name, or to sign First Party's name to, any deed, contract, instrument, certificate or document, including giving all necessary covenants, warranties and assurances, and to sign, seal, acknowledge and deliver the same; to execute disclosures, disclaimers, affidavits or any other documents on First Party's behalf;

31. Power Regarding Safe Deposit Boxes. Regarding First Party's law practice, to rent or surrender safe deposit boxes, and to enter any safe deposit boxes which First Party may now or hereafter have and to remove any of the contents therefrom or to place items therein;

32. Power To Deal With Any Governmental Agency. Regarding First Party's law practice, to act on First Party's behalf in dealing with any governmental department or agency;

33. Power To Resign As Fiduciary And To Appoint Successor Fiduciary. When authorized by the governing instrument, to resign any position which First Party may hold as fiduciary, and to appoint a successor fiduciary in First Party's place and stead, including the appointment of Second Party as such successor fiduciary;

34. Power To Petition Court To Permit First Party's Resignation as Fiduciary And For Appointment Of Substituted Or Successor Fiduciary. To petition the Court of appropriate venue and jurisdiction on First Party's behalf to permit First Party's resignation as fiduciary and to request the appointment of a substituted or successor fiduciary in First Party's place and stead, including the appointment of Second Party as such successor or substituted fiduciary;

35. Power To Maintain, Repair, Or Demolish Property. To contract with and to pay contractors or workmen to maintain, make repairs to, or demolish any property which First Party may own in connection with First Party's law practice;

36. Power To Enforce Acceptance Of Agreement. To initiate any litigation that may be necessary in order to require third parties to recognize the validity of this Agreement and to seek damages, including punitive damages, for injury to First Party and First Party's law practice because of any nonrecognition;

37. Power To Coordinate And Cooperate With Any Other Fiduciary Acting On First Party's Behalf. To coordinate and cooperate with any other fiduciary acting on First Party's behalf, in order to carry out the powers conferred on Second Party herein;

38. Power To Notify Professional Liability Insurance Carriers. To notify any professional liability insurance carriers of First Party's disappearance, disability, incapacity, incompetence, inability to act on First Party's own behalf, or death, and to cooperate with such insurance carriers regarding matters related to First Party's insurance coverage, including the addition of Second Party as an insured under said policy or policies.

Except as otherwise limited in this instrument, First Party does give and grant unto Second Party full power and authority to do and perform all and every lawful act, deed, matter and thing whatsoever in and about First Party's law practice and property associated with First Party's law practice as effectually to all intents and purposes as First Party might or could do in First Party's own proper person if personally present, the above specially enumerated powers being in aid and exemplification of the powers herein granted regarding First Party's law practice and not in limitation or definition thereof; and First Party hereby ratifies all that Second Party shall lawfully do or cause to be done by virtue of these presents.

And First Party hereby declares that any act or thing lawfully done hereunder by Second Party shall be binding on First Party, and on First Party's heirs, legal and personal representatives, and assigns, whether the same shall have been done before or after First Party's death, or other revocation of this Agreement, unless and until reliable intelligence or notice thereof shall have been received by any party who, upon the faith of this instrument, accepts Second Party as authorized to represent First Party. First Party intends that this Agreement be a substitute for the necessity of any court or agency proceeding to appoint a guardian, conservator, trustee, representative payee, receiver, or other similar fiduciary for First Party's law practice, since First Party wishes to avoid the necessity for such a proceeding; however, should it become necessary for the court or agency to appoint such a guardian, conservator, trustee, representative payee, receiver, or other fiduciary, First Party nominates Second Party to be such guardian, conservator, trustee, representative payee, receiver, or other fiduciary. First Party intends that the powers conferred under this Agreement shall not be subsumed, nullified, or in any way impaired by the court or agency appointment of such a guardian, trustee, conservator of First Party's person or estate, representative payee, receiver, or any other similar fiduciary. First Party intends that any such fiduciary shall not be entitled to revoke, impair, or alter this Agreement.

Any provision of the law to the contrary, no person or entity (other than a court of competent jurisdiction and the Virginia State Bar) shall have the authority to require Second Party to disclose any information relating to the actions taken or not taken by Second Party hereunder, and no person or entity (other than a court of competent jurisdiction and the Virginia State Bar) shall have the authority to inspect or to permit the inspection of the records maintained by Second Party hereunder. Nonetheless, Second Party may consent to the disclosure of such information and/or the inspection of such records if Second Party in fact is required to do so by court order or the order of the Virginia State Bar.

Second Party shall be entitled to the payment of reasonable compensation from First Party's law practice for the services which Second Party renders under this Agreement.

The actions authorized by this Agreement are intended to create only the authority to act; this Agreement is not intended to create any obligation to act on the part of Second Party. Second Party shall neither be liable for the failure to act nor for the failure to consider taking any of the actions authorized in this Agreement. Second Party, while acting in good faith, is released from any liability to First Party or First Party's estate for any acts or failures to act of Second Party, except for willful misconduct or gross negligence. First Party agrees to indemnify and hold Second Party harmless from any liability and expense, including attorney's fees, that Second Party may incur as a result of serving under this

Agreement, except for liability or expense arising from willful misconduct or gross negligence. This indemnification agreement does not extend to any acts, errors, or omissions of Second Party while rendering or failing to render professional services in Second Party's capacity as attorney for First Party's former clients, after such clients have become clients of Second Party.

This Agreement is entered into and shall be governed by the laws of the Commonwealth of Virginia; however, First Party intends that this Agreement be universally recognized and that it be universally admissible to recordation.

The captions used in this Agreement have been used for ease of reference, and are not to be used for its interpretation.

IN WITNESS WHEREOF, First Party and Second Party have hereunto set their hands and seals this the 19th day of November, 2002.

_____(SEAL)
JOHN DOE, FIRST PARTY

_____(SEAL)
THOMAS R. JONES, SECOND PARTY

_____(SEAL)
THOMAS R. JONES, JR., THIRD PARTY

STATE OF VIRGINIA

_____,to-wit:

I, the undersigned Notary Public in and for the jurisdiction aforesaid, in the State of Virginia, do hereby certify that JOHN DOE, whose name is signed to the foregoing Agreement dated the 19th day of November, 2002 has acknowledged the same before me in my jurisdiction aforesaid. Given under my hand this the _____ day of November, 2002. My commission expires: _____

Notary Public