

BRYAN PATRICK WOODFORD'S
HEALTH CARE PROXY

I, Bryan Patrick Woodford, of Abington, Plymouth County, Massachusetts, hereby appoint Brooke L. Woodford, of Abington, Plymouth County, Massachusetts, (617-594-8417), to serve as my health care agent ("Agent") and to exercise the powers set forth below. If Brooke Woodford shall be unwilling or unable to serve or to continue to serve as my Agent, by operation of law or otherwise, then I appoint my sister, Kristin Woodford, of, Abington, Plymouth County, Massachusetts, my true and lawful substitute or successor agent to act in accordance with the powers bestowed herein upon Gary Minnehan.

ARTICLE 1: COMMENCEMENT OF POWERS

The powers granted to my Agent shall take effect after a determination is made, in writing, by my attending physician that, due to mental or physical disability, I lack the ability to understand and appreciate the nature and consequences of health care decisions, including the benefits, risks and alternatives to any proposed health care, and that I am incapable of reaching an informed decision. Such written determination and notice of any such determination shall be provided as set forth in Massachusetts General Laws, Chapter 201D, §6.

In the event my attending physician determines that I have regained capacity to make health care decisions, the authority of my agent shall cease until such time, if any, as my attending physician shall recertify that I am incapable of making

ARTICLE 2: POWERS OF AGENT

Subject to the provisions of ARTICLE I above, my Agent is authorized in my Agent's sole and absolute discretion to exercise the powers granted below. In exercising such powers, my Agent should seek to make a decision on my behalf that best represents the decision I would have made were I competent and in possession of all the material facts. My Agent's decisions should be guided by taking into account:

- a. the provisions of this instrument;
- b. my religious and moral beliefs;

- c. any reliable evidence of preferences that I may have expressed on the subject, including any "Living Will" document I may have prepared for this purpose, and
- d. any information given to my Agent by the physicians treating me as to my medical diagnosis and prognosis, and the intrusiveness, pain, risks and side effects of the treatment.

If my Agent cannot determine the treatment choice I would want under the circumstances, then my Agent should make such choice for me based upon what my Agent believes to be in my best interests. Accordingly, my Agent is authorized as follows:

1. To make all necessary arrangements for me at any hospital, hospice, nursing home, convalescent home or similar establishment and to assure that all my essential needs are provided for at such facility;
2. To make advance arrangements for my funeral and for the disposition of my bodily remains, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate, if I have not already done so myself;
3. To request, receive and review any information, verbal or written, regarding my personal affairs or my physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required in order to obtain such information, and to disclose such information to such persons, organizations, firms, or corporations as my Agent shall deem appropriate;
4. To employ and discharge medical personnel including physicians, psychiatrists, dentists, nurses and therapists as my Agent shall deem necessary for my physical, mental and emotional well-being;
5. To summon paramedics or other emergency medical personnel and seek emergency treatment for me;
6. To give or withhold consent to any medical procedure, test or treatment, including surgery, as my Agent shall deem appropriate and under circumstances in which my Agent determines that certain medical procedures, tests or treatments are no longer of any benefit to me, or where the benefits are outweighed by the burdens imposed, to revoke, withdraw, modify or change consent to such procedures, tests and treatments, as well as hospitalizations, convalescent care, hospice or home care which I or my Agent may have

- previously allowed or consented to or which may have been implied due to emergency condition;
7. To exercise my right of privacy and my right to make decisions regarding my medical treatment even though the exercise of my rights might hasten my death or be against conventional medical advice;
 8. To direct that treatment or procedures which will only postpone the moment of my death or prolong an irreversible coma not be instituted or, if previously instituted, direct that they be discontinued;
 9. To direct that procedures other than manual feeding used to provide me with nourishment and hydration (including, for example, all forms of intravenous and parenteral feeding, all forms of tube feeding, and misting) not be instituted or, if previously instituted, to direct that they be discontinued;
 10. To consent to and arrange for the administration of pain-relieving drugs of any kind or other surgical or medical procedures calculated to relieve my pain, including unconventional pain-relief therapies which my Agent believes may be helpful, even though such drugs or procedures may lead to permanent physical damage, addiction or hasten the moment of my death;
 11. **To consent to and arrange for the administration of any and all anti-psychotic medications that any treating physician feels necessary, whether I am in the community or in a health care facility. (BPW) Principal's Initials.**
 12. To grant, in conjunction with any instructions given under this instrument, releases to hospital staff, physicians, nurses and other medical and hospital administrative personnel who act in reliance on instructions as given by my Agent or who render written opinions to my Agent in connection with any matter described in this instrument from all liability for damages suffered or to be suffered by me;
 13. To sign documents titled or purporting to be a "No Code" or "Do Not Resuscitate" order, or a "Refusal of Treatment" or "Leaving Hospital Against Medical Advice" document as well as any other documents necessary to carry out my wishes as determined by my Agent.

ARTICLE 3: MY WISHES

I desire that my wishes as expressed herein be carried out through the authority given to my Agent by this document despite any contrary feelings, beliefs or opinions of members of my family, relatives, friends, conservator or guardian.

ARTICLE 4: REPRESENTATIONS AND WARRANTIES

For all purposes of inducing all persons, organizations, corporations and entities, including, but not limited to any physician, hospital, nursing home, insurer, 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:

1. No person who acts in good faith reliance upon any representations my Agent may make as to
 - (a) the fact that my Agent's powers are then in effect;
 - (b) the scope of my Agent's authority granted under this instrument;
 - (c) my competency at any time;
 - (d) the fact that this instrument has not been revoked; or
 - (e) the fact that my Agent continues to serve as my Agent shall incur any liability to me, my estate, my heirs or assigns for permitting my Agent to exercise any such authority.
2. The powers conferred on my Agent by this instrument may be exercised by my Agent alone and my Agent's signature or act in furtherance of the authority granted in this instrument may be accepted by persons as fully authorized by me and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me, my estate, my heirs, assigns and personal representatives.
3. I hereby authorize all physicians and psychiatrists who have treated me, and all other health care, including hospitals, to release to my Agent all information and photocopies of any records which my Agent may request, and to treat any such request for information by my Agent as the request of my legal representatives and to honor such requests on that basis. I hereby waive all privileges which may be applicable to such information and records and to any communication pertaining to me and made in the

course of any confidential relationship recognized by law. My Agent may also disclose such information to such persons as my Agent shall deem appropriate.

4. I hereby authorize my Agent to seek on my behalf and at my expense:
 - (a) A declaratory judgment from any court of competent jurisdiction interpreting the validity of this instrument or any of the acts authorized by this instrument, but such declaratory judgment shall not, except as provided by law, be necessary in order for my Agent to perform any act authorized by this instrument; or
 - (b) A mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation or other entity obligated to comply with instructions given by me.

ARTICLE 5: ADDITIONAL PROVISIONS

The following additional provisions shall apply to this instrument:

1. My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument.
2. My Agent shall be entitled to incur reasonable costs in the exercise of any of the powers described in this instrument. In addition, my Agent shall render bills for all costs incurred in the exercise of the powers granted in this instrument to any guardian or conservator of my person or property, if one has been appointed, any agent then serving under a durable power of attorney, if any, executed by me, or to the trustee of any revocable living trust, if any, of which I am the Grantor, and in each case, such person is hereby directed to pay all such bills.
3. To the extent that I am permitted by law to do so, I herewith nominate, constitute and appoint my Agent to serve as my guardian, conservator or in any similar representative capacity, and if I am not permitted by law to so nominate, constitute and appoint, then I request in the strongest possible terms that any court of competent jurisdiction which may receive and be asked to act upon a petition by any person to appoint a guardian, conservator or similar representative for me give the greatest possible weight to this request.
4. 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.

5. This instrument shall be governed by the laws of the Commonwealth of Massachusetts in all respects, including its validity, interpretations and termination. I intend for this Massachusetts Health Care Proxy to be honored in any jurisdiction where it may be presented and for any such jurisdiction to refer to Massachusetts law to interpret and determine the validity of this instrument and any of the powers granted under this instrument.
6. I retain the right to revoke this instrument by notifying my Agent or my health care provider orally or in writing or by any other act specifically evidencing my intent to revoke the Proxy. My attending physician shall, upon receiving notice that I have revoked this document, immediately record the revocation in my medical records and notify orally and in writing my Agent and any health care providers known by my attending physician to be involved in my care at that time.
7. This document shall take precedence over any prior health care powers of attorney or health care provisions of any durable power of attorney that I may have executed.
8. My Agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery my personal representative or to any person with whom I am residing or who has the care and custody of me.
9. My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent deems appropriate. All photocopies shall have the same force and effect as my original. I specifically direct my Agent to have a photocopy of this instrument placed in my medical records if such a copy does not already constitute a part of my medical records.

ARTICLE 6: STATEMENT OF HEALTH CARE AGENT:

Health Care Agent: **BROOKE. WOODFORD**

I have been named by the principal as the principal's Health Care Agent in this document.
I have read this document carefully and accept the appointment.

Signature of Health Care Agent- Brooke. Woodford

ARTICLE 7: STATEMENT OF ALTERNATIVE HEALTH CARE AGENT:

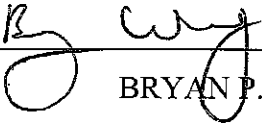
Alternate Health Care Agent: **Kristin Woodford**

I have been named by the principal as the principal's Alternate Health Care Agent in this document. I have read this document carefully and accept the appointment.

Signature of Alternate Health Care Agent – Kristin Woodford

ARTICLE 8: SIGNATURE OF PRINCIPAL:

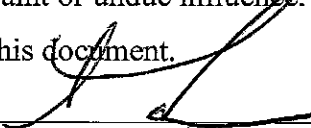
I hereby sign my name on this date 6th day of June 2013, to this Health Care Proxy in the presence of two witnesses.

Signature: 
BRYAN P. WOODFORD

ARTICLE 9: SIGNATURE OF WITNESSES

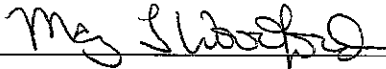
Witness 1:

I, the undersigned, have witnessed the signing of this document by the Principal or at the direction of the Principal and state that the Principal appears to be at least eighteen (18) years of age, of sound mind and under no constraint or undue influence. I have not been named as Health Care Agent or alternate Health Care Agent in this document.

Signature: 
Name (Print): Steve DeFranco
Address: 24 Harriet RD
Abington MA 02351
Date: 6/6/13

Witness 2:

I, the undersigned, have witnessed the signing of this document by the Principal or at the direction of the Principal and state that the Principal appears to be at least eighteen (18) years of age, of sound mind and under no constraint or undue influence. I have not been named as Health Care Agent or alternate Health Care Agent in this document.

Signature: 
Name (Print): Mary Woodford
Address: 24 Harriet RD
Abington, MA 02351
Date: 6/6/13


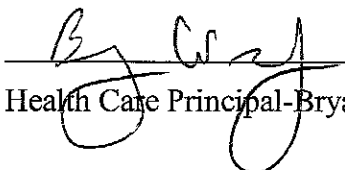
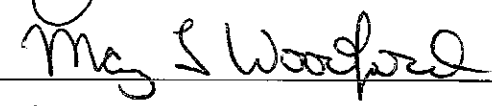
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF PLYMOUTH


JUNE 6, 2013

BEFORE ME:


On this day, personally appeared before me, Brooke Woodford, Bryan Woodford, and Connor Fraser, known to me to be the Health Care Principal and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, and all of these persons being by me duly sworn, the Health Care Principal declared to me and to the witnesses in my presence that the instrument is his Health Care Proxy and that he has willingly signed or directed another to sign for him, and that he executed it as his free and voluntary act of the purposes therein expressed. Moreover, each of the witnesses stated to me, in the presence of the Health Care Principal, that they signed the Health Care Proxy as witnesses and to the best of their knowledge, the Health Care Principal was eighteen (18) years of age or over, of sound mind and under no constraint or undue influence.

 _____ Witness	 _____ Health Care Principal-Bryan P. Woodford	 _____ Witness
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Subscribed and sworn before me, by the said Health Care Principal and the said witnesses this June 6, 2013.



 Notary Public EDWARD DEVIN
 My commission expires: July 29, 2016


 EDWARD M. DEVIN
 Notary Public
 Commonwealth of Massachusetts
 My Commission Expires
 July 29, 2016