

BRYAN WOODFORD'S

DURABLE POWER OF ATTORNEY

ARTICLE 1: APPOINTMENT OF PRIMARY AGENT

I, Bryan Patrick Woodford, of Abington, Plymouth County, Massachusetts, hereby appoint my wife, Brooke Woodford, of Abington, Plymouth County, Massachusetts, to serve as my ("Agent") and exercise the powers set forth below: If Brooke Woodford shall be unable or unwilling to serve or to continue to serve, then I appoint my sister, Kristin Woodford, of Abington, Plymouth County, Massachusetts, as substitute or Successor Agent to serve with the same powers.

ARTICLE 2: FAILURE TO HONOR THIS POWER OF ATTORNEY

This Power of Attorney shall be in effect indefinitely and shall not expire unless revoked. Failure to honor this Power of Attorney may subject the party to an Action in the Superior Court and/or Probate Court seeking an Injunction to compel said wrongdoer to honor the Durable Power of Attorney, as well as damages for violating the Massachusetts Consumer Protection Act which may include triple damages and attorney's fees. My Agent is further instructed to notify all regulatory agencies of said non-compliance including without limitation the Federal Trade Commission, the Securities and Exchanges Commission, the Banking Commission, the Insurance Commission as well as the Better Business Bureau and any and all media outlets.

ARTICLE 3: POWERS OF MY AGENT

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:

3.01: Power to Sell or Transfer Specific Real Property:

To sell or transfer all of my real property (premises) upon such terms and conditions as my Agent shall deem appropriate; and in total or partial payment of the consideration for the Premises, to accept promissory notes in such amounts, at such interest rates, for such terms and with such other provision's as to my Agent shall seem appropriate and to accept as security for

such note or notes a mortgage upon the Premises executed and delivered by the purchaser of the Premises including the power to deed to the attorney in fact notwithstanding what would otherwise be a conflict of interest.

3.01(a): Power to Sell, Transfer, Release or Subordinate:

To sell any and every kind of property that I may own now or in the future, real, personal, intangible and/or mixed, including without being limited to contingent and expectant interest, marital rights and any rights of survivorship incident to joint tenancy or tenancy by the entirety, upon such terms and conditions and security as my Agent shall deem appropriate and to grant options with respect to sales thereof. Also the power to release or subordinate any life estate or life interest I may have or hold in or to any real estate.

3.01(b): Power to Exercise Rights in Securities, Mutual Funds or Money Market Accounts:

To exercise rights in securities, mutual funds or money market accounts. My Agent is authorized to exercise all rights with respect to corporate securities, mutual funds or money market accounts which I now own or may hereafter acquire, including but not limited to the right to change, amend, and/or revoke the beneficiary designation on the same, and the right to sell, grant security interests in and to buy the same or different securities, mutual funds or money market accounts, to establish, utilize and terminate brokerage accounts (including margin accounts); to make such payments as my Agent deems necessary, appropriate, incidental or convenient to the owning and holding of such securities, mutual funds or money market accounts; to receive; retain, expend for my benefit, invest and reinvest or make such disposition of as my Agent shall deem appropriate; all additional securities, mutual funds or money market accounts, cash or property (including the proceeds from the sales of my securities, mutual funds or money market accounts) to which I may be or become entitled by reason of my ownership of any securities, mutual funds or money market accounts.

3.01(c): Power to exercise rights in retirement accounts and pension plans:

To exercise rights in retirement accounts and pension plans. My Agent is authorized to exercise all rights with respect to any and all retirement accounts and pension plans, including but not limited to IRA, 401K, 403B, 457B, SEP (Simplified Employee Pension Plan), ESOP (Employee Stock Ownership Plan), Money Purchase Pension Plan, etc., which I now own or may hereafter acquire, including the right to change, amend, and/or revoke the beneficiary designation on the same.

3.02: Power to Buy:

To buy every kind of property, real, personal, intangible and/or mixed, upon such terms and conditions as my Agent shall deem appropriate; to obtain options with respect to such purchases; to arrange for appropriate disposition, use, safekeeping and/or insuring of any such property.

3.03: Employ Consultants:

To employ, compensate and terminate the services of financial investment advisors and consultants.

3.04: Grant Mortgages, Deeds or Trust, etc.:

To Mortgage and/or convey by deed or trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by my Agent.

3.05: Power to Make Gifts:

My Agent is authorized to make any gifts on my behalf to charitable institutions and agencies as well as to individuals, including gifts to my attorney-in-fact individually, or to the spouse or children of my attorney-in-fact, which in my attorney-in-fact's uncontrolled discretion is deemed appropriate on my behalf.

3.06: Medicaid Qualifications:

To utilize all lawful means and methods to recover such assets and/or rights, qualify me for such benefits and claim such benefits on my behalf. The authority herein granted shall include but not be limited to converting my assets into assets that do not disqualify me from receiving such benefits or divesting me of such assets. In any divestment actions or asset conversions, I direct that my Agent, to the extent reasonably possible avoid disrupting the dispositive provisions of any estate plan of mine known to my Agent whether or not such estate plan is embodied in a Will, a Trust, non-probate property, or otherwise. If it is necessary to disrupt such plan, then my Agent is directed to use my Agent's best efforts to restore such plan as and when the opportunity to do so is available to my Agent. If a transfer of cash by my Agent is made to a pecuniary legatee under my Will, my Agent shall ensure that such transfer is deemed a satisfaction of such legacy, pro tanto.

3.07: Power with Respect to Insurance Policies:

To apply for insurance of any kind, to increase or decrease any policy, to add or decrease options, to borrow against, to assign, to sell, to engage in viatical dispositions, to cash in, cancel and change the beneficiaries. The term "insurance" specifically includes, but is not limited to, annuities. I expressly understand that some insurance companies will not honor this Paragraph unless it is specifically stated that this Paragraph applies to it. It is expressly understood that this Paragraph applies to any and all companies writing insurance.

3.08: Power with Respect to Bank Accounts:

To establish and terminate accounts of all kinds, including without limitation, checking, savings, certificates of deposit and individual retirement accounts for me with financial institutions of any kind, including, but not limited to banks, credit unions, and thrift institutions; to modify, terminate, make deposits to and write checks on or make withdrawals from any grant security interests in all accounts in my name or with respect to which I am an authorized signatory (except accounts held by me in a fiduciary capacity), whether or not any such account was established by me or for me by my Agent, to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; to contract for any services rendered by any bank or financial institution.

3.09: Power with Respect to Safe Deposit Boxes:

To contract with any institution for the maintenance of a safe deposit box in my name; to have access to all safe deposit boxes in my name with respect to which I am an authorized signatory, whether or not the contract for such safe deposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safe deposit box and terminate any and all contracts from said boxes.

3.10: Power with Respect to Legal and Other Actions:

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, including, but not limited to, claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that the loss resulting therefrom will or may be imposed on me and otherwise engage in litigation involving me, my property or any interest of mine, including any property interest or person for which or whom I have or may have any responsibility.

3.11: Nomination of Agent as Conservator and Guardian for Principal:

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 and/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.

3.12: Power to Create, Fund, Amend and Terminate Trusts:

My Agent is authorized to execute and fund a revocable or irrevocable trust agreement with such trustee or trustees as my Agent shall select including herself as Grantor, Trustee or Beneficiary and such trust shall provide that any or no 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 designee, including my Agent, and that the trust may be revoked or amended by me or my Agent at any time and from time to time, or not, as my Agent shall desire; to deliver and convey any or all of my assets to the trustee or trustees thereof; to add any or all of my assets to such a trust already in existence at the time of the creation of this instrument or created by me at any time thereafter, and for the purpose of funding any trust.

3.13: Power to Establish an Estate Plan:

To petition the Probate Court to establish an estate plan.

3.14: Power to Disclaim:

To have the power to disclaim any request or other interest to which I may become entitled from any source whatsoever, and to execute any documents necessary to effect such disclaimer(s), notwithstanding the fact that my attorney-in-fact had personal benefit from such disclaimer.

3.15: Exercise Elective Share Rights:

My Agent is authorized to elect to take against any will conveyances of my deceased spouse and/or any other person, if appropriate, to retain any property which I have the right to elect to retain, to file petitions pertaining to the election, including petitions to extend the time for

electing and petitions for orders, decrees and judgments; and to take all other actions that my Agent deems appropriate in order to effectuate the election; provided however, that if any such actions by my Agent require the approval of any court, my Agent is authorized to seek such approval.

3.16: 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 tax, gift and other tax returns of all kinds, including, where appropriate, joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time to file returns and/or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts, including the tax court, regarding tax matters, and any and all other tax related documents, including, but not limited to, consents and agreements under Section 2032A of the Internal Revenue Code or any successor section thereto and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service and/or any State and/or Local taxing authority with respect to any tax year, to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any State and/or Local taxing authority; to exercise any elections I may have under Federal, State or Local tax law; to allocate any generation-skipping tax exemption to which I am entitled, and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods before all officers of the Internal Revenue Service and State and Local authorities and in any and all courts; to engage, compensate and discharge attorneys, accountants and other tax and financial advisors and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way waived to me or any property in which I have or may have an interest or responsibility; and on my behalf to execute IRS Form 2848 and appoint my Agent or any suitable person selected by my Agent as my representative before the Internal Revenue Service.

3.18: Power with Respect to Bankruptcy:

My agent is authorized to represent me in all Bankruptcy matters, including but not limited to the following: to file for any chapter of Bankruptcy available to me under Federal Law; whether to file as next friend or to file by signing my name indicating it was signed by the

attorney-in-fact acting on my behalf and submitting a copy of the power of attorney with the filings; or in any other manner permitted by law; to employ counsel to represent me in such filings; to select any and all exemptions available to me; to determine which if any debts to reaffirm; and to make any and all decisions regarding any plan or re-payment/re-organization, if applicable; to discuss my affairs, and/or employ any debt re-counseling service; to discuss my affairs with a credit counseling service and a debtor education service.

ARTICLE 4: INCIDENTAL POWERS:

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any act and to execute and deliver any documents, instruments and papers necessary, appropriate, incident or convenient to such exercise or exercises, including, but not limited to the following:

4.01: Resort to Courts:

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 and any of the acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument;
- 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;
- c. actual and punitive damages against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

4.02: Sign Documents and Incur Cost in Implementing the Agent's Instructions:

To sign, execute and endorse, seal, acknowledge, deliver and file or record instruments and documents, including, but not limited to, contracts, agreements, and conveyance of real and personal property, instruments granting and perfecting security instruments and obligations,

orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions and certificates; in addition, any Agent of mine who has the authority to incur costs on my behalf may render the bills for such costs to any Agent of mine who has been granted the authority to pay such costs or to any trustee or any Revocable Living Trust of mine, or guardian, committee or conservator who has authority to pay such costs and the recipient thereof (i.e., my Agent with authority to pay or my trustee) shall promptly pay such costs.

4.03: Authorization to Release Medical Information:

I hereby authorize all physicians and psychiatrists who have treated me, and all other providers of health care, including hospitals, nursing homes, and assisted living facilities, to release to my Agent all information or photocopies of any records which my Agent may request. If I am incompetent at the time my Agent shall request such information, all Persons are authorized to treat any such request for information by my Agent as the request of my Personal Representative 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.

4.04: Acute and Long-Term Care:

To arrange for my hospitalization, convalescent care, long-term care, hospice or home care; to summon paramedics or other emergency medical personnel and to seek emergency treatment for me, as my Agent shall deem appropriate and to sign such admissions forms and contracts as may be required by any such facility or health care provider.

4.05: Power to do Miscellaneous Acts:

To open, read, respond to and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail services; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds, to take and give or deny custody of all of my important documents, including, but not limited to my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities and to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, any interest of mine or to any person for whom I am responsible; to house or provide for housing, support and maintenance of any animals or other living creatures that I may own and to contract for and pay the expenses of their proper veterinary care and treatment; and if the care

and maintenance of such animals or other living creatures shall become unreasonably expensive or burdensome in my Agent's opinion, to irrevocably transfer such animals to some person or persons willing to care and maintain them.

ARTICLE 5: 3rd PARTY RELIANCE, DURABLE POWER FOR PROPERTY ONLY

For the purpose of inducing all persons, organizations, corporations and entities, including, but not limited to, any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party (all of whom will be referred to in this Article as a "Person") to act in accordance with the instructions of my Agent as authorized in this instrument, I hereby represent, warrant and agree that:

5.01: Agent Has Power to Act Alone:

The powers conferred to my Agent by this instrument 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 and with the same force and effect as if I were personally present, competent, and acting on my own behalf. Consequently, all acts lawfully done by my Agent hereunder are done with my consent and shall have the same validity and effect as if I were present and personally exercised the powers myself, and shall inure to the benefit of and bind me and my heirs, assigns, successors and personal representatives.

5.02: No Liability to Third Parties for Reliance on Agent:

No person who relies in good faith upon the authority of my Agent under this instrument shall incur any liability to me, my estate, my heirs, successors, or assigns. In addition, no person who acts in 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 the time this instrument is executed;
- 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 liability to me, my estate, my heirs, successor or assigns for permitting my Agent to exercise any such authority, nor shall any person who deals with my Agent be responsible to determine or insure the proper application of funds or property.

Any party dealing with any person named as Agent (including any person named as an Alternate Agent hereunder) may rely upon as conclusively correct an affidavit of such Agent that:

- (i) my Agent's powers are then in effect;
- (ii) the action my Agent desires to take is within the scope of my Agent's authority granted under this instrument;
- (iii) I was competent at the time this instrument was executed;
- (iv) this instrument has not been revoked, and/or
- (v) my Agent continues to serve as my Agent.

5.03: Alternate Agent May Give Affidavit That He/She Currently Serves:

Any party dealing with any person named as Alternate Agent hereunder may rely upon as conclusively correct an affidavit of such agent that those persons named as prior Agents are no longer serving.

5.04: Affidavits Given by Agent Bind Principal's Heirs, Etc.:

No person who relies upon any affidavit that this instrument specifically authorized my Agent to execute and deliver to such person shall incur any liability to me, my estate, my heirs, successors, or assigns for permitting my Agent to exercise any such authority, nor shall any person who deals with my Agent be responsible to determine or insure the proper application of funds or property.

5.05: Authorization to Release Information to Agent:

All persons from whom my Agent may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability what so ever to me, my estate, my heirs, successors and assigns.

ARTICLE 6: AVOID DISRUPTING PRINCIPAL'S ESTATE PLAN

If it becomes necessary for my Agent to liquidate my assets in order to provide support for me, or if liquidation or conversion of assets becomes necessary for any other reason, whether specified in this instrument or otherwise, such liquidation is deemed by my Agent to be appropriate or convenient, I direct that my Agent, to the extent reasonably possible, avoid disrupting the dispositive provisions of any estate plan of mine known to my Agent, whether or

not such estate plan is embodied in a will, a trust, non-probate property, or otherwise, and if it is necessary to disrupt the dispositive provisions of such plan, then my Agent is directed to use my Agent's best efforts to restore the dispositive provisions of such plan as and when the opportunity to do so is available to my Agent. My Agent shall make reasonable efforts to obtain and review my estate plan and any person having knowledge thereof or possession of any documents implementing such estate plan is authorized to make disclosure thereof to my Agent, and to furnish my Agent with copies of such documents.

ARTICLE 7: ADMINISTRATIVE PROVISIONS

The following provisions shall apply:

7.01: Reimbursement of Agent:

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.

7.01(a): No Compensation:

My Agent shall not be entitled to compensation for services rendered hereunder.

7.02: Definitions:

Whenever the word:

- a. "Agent" or any modifying or equivalent word or substituted pronoun therefor is used in this instrument, such word or words shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof;
- b. "Guardian" or "Conservator" or any modifying or equivalent word or substituted pronoun is used in this instrument, such word or words shall be held and taken to mean respectively the fiduciary (appointed by a court of competent jurisdiction or by other lawful means) reasonable for the person and/or the property of the individual.

7.03: Revocation, Removal, Amendment and Resignation:

This instrument may be amended or revoked by me, and my Agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public

records. My Agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me.

7.04: Indemnification:

Notwithstanding Paragraph 6.03 above, in order to induce any third party to act under this Power, I hereby agree that any third party receiving this duly executed original or copy may act hereunder, and that any revocation or termination is ineffective as to the third party unless actual notice or knowledge of the revocation or termination has been received by the third party. The attorney-in-fact has signed indicating that she agrees to indemnify and hold harmless any such third party from and against any claims that may arise against such third party by reasons of such third party having relied on the provisions of this instrument.

7.05: 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, and any party's failure to honor a photo copy will be subject to the provisions outline in Article 2.

7.06: Binding Effect:

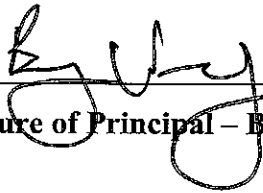
This instrument and actions taken by my Agent properly authorized hereunder shall be binding upon me, my heirs, successors, assigns, executors and administrators.

ARTICLE 8: DURABILITY PROVISION -

The authority granted to the Agent by this Power of Attorney shall continue to be exercisable in the event I become disabled, incapacitated, or incompetent. This determination is to be made in accordance with the standards set fourth in Section 6 of Chapter 201D of the General Laws of the Commonwealth of Massachusetts.

ARTICLE 9: DULY EXECUTED CLOSING

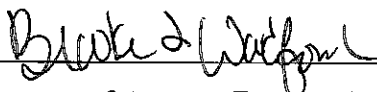
IN WITNESS WHEREOF, I have executed this Durable Power of Attorney this 6th Day of June 2013



Signature of Principal – Bryan P. Woodford

9.01: Acknowledgment and Acceptance by Agent:

The undersigned acknowledge and accept appointment as Agents, and agree to serve as Agents, under this instrument; and agrees to be bound by all terms of this document.



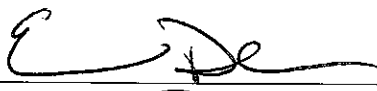
Signature of Agent – Brooke L. Woodford

Signature of Alternate Agent – Kristin Woodford

COMMONWEALTH OF MASSACHUSETTS

County of PLYMOUTH

On this 6th day of June, 2013, before me, the undersigned notary public, personally appeared Jay M. Adler, and proved to me through satisfactory evidence, which is he is personally known to me as the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily or directed another to sign for him, for its stated purpose.



Notary Public EDWARD M. DEVIN

My commission expires: July 29, 2016



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