

DURABLE POWER OF ATTORNEY for JOHN C. SAMPLE

(California Probate Code Section 4128(a))

NOTICE TO PERSON EXECUTING DURABLE POWER OF ATTORNEY

A DURABLE POWER OF ATTORNEY IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING THE DURABLE POWER OF ATTORNEY, YOU ARE AUTHORIZING ANOTHER PERSON TO ACT FOR YOU, THE PRINCIPAL. BEFORE YOU SIGN THIS DURABLE POWER OF ATTORNEY, YOU SHOULD KNOW THESE IMPORTANT FACTS: YOUR AGENT (ATTORNEY-IN-FACT) HAS NO DUTY TO ACT UNLESS YOU AND YOUR AGENT AGREE OTHERWISE IN WRITING. THIS DOCUMENT GIVES YOUR AGENT THE POWERS TO MANAGE, DISPOSE OF, SELL, AND CONVEY YOUR REAL AND PERSONAL PROPERTY, AND TO USE YOUR PROPERTY AS SECURITY IF YOUR AGENT BORROWS MONEY ON YOUR BEHALF. YOUR AGENT WILL HAVE THE RIGHT TO RECEIVE REASONABLE PAYMENT FOR SERVICES PROVIDED UNDER THIS DURABLE POWER OF ATTORNEY UNLESS YOU PROVIDE OTHERWISE IN THIS POWER OF ATTORNEY. THE POWERS YOU GIVE YOUR AGENT WILL CONTINUE TO EXIST FOR YOUR ENTIRE LIFETIME, UNLESS YOU STATE THAT THE DURABLE POWER OF ATTORNEY WILL LAST FOR A SHORTER PERIOD OF TIME OR UNLESS YOU OTHERWISE TERMINATE THE DURABLE POWER OF ATTORNEY. THE POWERS YOU GIVE YOUR AGENT IN THIS DURABLE POWER OF ATTORNEY WILL CONTINUE TO EXIST EVEN IF YOU CAN NO LONGER MAKE YOUR OWN DECISIONS RESPECTING THE MANAGEMENT OF YOUR PROPERTY. YOU CAN AMEND OR CHANGE THIS DURABLE POWER OF ATTORNEY ONLY BY EXECUTING A NEW DURABLE POWER OF ATTORNEY OR BY EXECUTING AN AMENDMENT THROUGH THE SAME FORMALITIES AS AN ORIGINAL. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME, SO LONG AS YOU ARE COMPETENT. THIS DURABLE POWER OF ATTORNEY MUST BE DATED, AND MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC OR SIGNED BY TWO WITNESSES. IF IT IS SIGNED BY TWO WITNESSES, THEY MUST WITNESS EITHER (1) THE SIGNING OF THE POWER OF ATTORNEY OR (2) THE PRINCIPAL'S SIGNING OR ACKNOWLEDGMENT OF HIS OR HER SIGNATURE. A DURABLE POWER OF ATTORNEY THAT MAY AFFECT REAL PROPERTY SHOULD BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC, SO THAT IT MAY EASILY BE RECORDED. YOU SHOULD READ THIS DURABLE POWER OF ATTORNEY CAREFULLY. WHEN EFFECTIVE, THIS DURABLE POWER OF ATTORNEY WILL GIVE YOUR AGENT THE RIGHT TO DEAL WITH PROPERTY THAT YOU NOW HAVE OR MIGHT ACQUIRE IN THE FUTURE. THE DURABLE POWER OF ATTORNEY IS IMPORTANT TO YOU. IF YOU DO NOT UNDERSTAND THE DURABLE POWER OF ATTORNEY, OR ANY PROVISION OF IT, THEN YOU SHOULD OBTAIN THE ASSISTANCE OF AN ATTORNEY OR OTHER QUALIFIED PERSON.

On the death of the principal, this power shall terminate, and the assets of the principal shall be distributed to the duly appointed personal representative of the principal's estate; or, if no estate is being administered, to the person who lawfully takes the assets without the necessity of administration when they have supplied the agent with satisfactory documents as provided by law.

TO WHOM IT MAY CONCERN:

I, JOHN C. SAMPLE (the principal) hereby appoint JOAN C. SAMPLE (the attorney-in-fact) as the principal's true and lawful attorney-in-fact for the principal and in the principal's name, place, and stead. All references herein to "my attorney-in-fact" refer to the attorney-in-fact acting at the pertinent time. If JOAN C. SAMPLE is unable or unwilling to act, I nominate JOHN C. SAMPLE, JR. and JOAN C. SAMPLE to serve in JOAN C. SAMPLE's place. If JOHN C. SAMPLE, JR. and JOAN C. SAMPLE is unable or unwilling to act, I nominate UNCLE BOB SAMPLE to serve in JOHN C. SAMPLE, JR. and JOAN C. SAMPLE's place.

I intend to create a Durable Power of Attorney (herein referred to as "this Power") pursuant to California Probate Code Section 4000 and following, specifically including the Uniform Durable Power of Attorney Act but specifically not including Section 4600 and following relating to health care. (This Power is effective immediately upon its execution and shall not be affected by my subsequent disability or incapacity.) I give my attorney-in-fact the powers specified in this Power with the understanding that they will be used for my benefit and on my behalf and will be exercised only in a fiduciary capacity.

As long as my spouse is acting as my Agent, this Power is effective immediately upon its execution; however, if my spouse fails to qualify or ceases to act, the powers granted to my successor Agents in this Power shall become effective only upon my incapacity as determined in accordance with Paragraphs 21 and 22 of this Power. If, after being determined to be incapacitated, I should regain my capacity as determined in accordance with Paragraph 23. of this Power, the powers granted to my successor Agents in of this Power shall cease. **THIS IS A DURABLE POWER OF ATTORNEY AND THE AUTHORITY OF MY AGENT ("ATTORNEY-IN-FACT") SHALL NOT TERMINATE IF I BECOME DISABLED OR INCAPACITATED OR IN THE EVENT OF LATER UNCERTAINTY AS TO WHETHER I AM DEAD OR ALIVE.**

I give my Agent, and my successor Agents, the powers specified in this Power with the understanding that they will be used for my benefit and on my behalf and will be exercised only in a fiduciary capacity.

(1) **Real and Personal Property.** To take any actions for the management or maintenance of any real or personal property in which I own an interest when this Power is executed, or in which I later acquire an interest, including the power to acquire, sell, and convey ownership of property; control the manner in which property is managed, maintained, and used; change the form of title in which property is held (including creating or severing a "joint tenancy" right of survivorship); satisfy and grant security interests and other encumbrances on property (including a "reverse mortgage"); obtain and make claims on insurance policies covering risks of loss or damage to property; accept or remove tenants; collect proceeds generated by property; ensure that any needed repairs are made to property; exercise rights of participation in real estate syndicates or other real estate ventures; make improvements to property; and, perform any other acts described in California Probate Code §§ 4451 and 4452.

(2) **Motor Vehicles.** To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle

is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

(3) **Stock and Bond Transactions.** To buy, sell and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments except commodity futures contracts and call and put options on stocks and stock indexes; to receive certificates and other evidences of ownership with respect to securities; to exercise voting rights with respect to securities in person or by proxy, enter into voting trusts and consent to limitations on the right to vote; and, perform any other acts described in California Probate Code § 4453.

(4) **Financial Institutions.** To take any actions in connection with any financial institution in which I have an account or an interest in an account when this Power is executed, or in which I later acquire an account or an interest in an account, including the power to continue, modify, or terminate existing accounts; create or terminate “joint tenancy” or “pay on death” accounts; open new accounts; withdraw funds; draw, endorse, and deposit checks, drafts and other negotiable instruments (including, but not limited to, Social Security, government and insurance checks made payable to me); apply for and receive credit cards and use and/or terminate existing credit cards in my name; prepare financial statements; borrow money; execute or release any security documents that may be needed in the exercise of the rights granted by this Power of Attorney; and, perform any other acts described in California Probate Code §4455, as well as the authority to conduct banking transactions as set forth in the laws of any other State or foreign country. For the purposes of this paragraph, the term “financial institution” includes, but is not limited to, banks, trust companies, savings banks, commercial banks, building and loan associations, savings and loan companies or associations, credit unions, industrial loan companies, thrift companies and/or brokerage firms.

(5) **Safe Deposit Boxes.** To hire a safe deposit box or space in a vault; to have access at any time or times to any safe deposit box rented to me, wherever located, and to remove all or any part of the contents thereof, and to surrender or relinquish any safe deposit box. Any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power.

(6) **Insurance and Annuities.** To take any actions with respect to any insurance or annuity contracts in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to acquire additional insurance coverage of any type or additional annuities; continue existing insurance or annuity contracts; agree to modifications in the terms of insurance or annuity contracts in which I have an interest; borrow against insurance or annuity contracts in which I have an interest, to the extent allowed under the contract terms; change beneficiaries under existing contracts and name beneficiaries under new contracts, including the power to designate my Agent as the beneficiary; receive dividends, proceeds, and other benefits generated by the contracts; transfer interests in insurance or annuity contracts to the extent permitted under the terms of those contracts; and, perform any other acts described in California Probate Code § 4457.

(7) **Beneficial Interests.** To take any actions with respect to any probate estate, trust, conservatorship, guardianship, escrow, custodianship, or other fund/entity in

which I have a beneficial interest when this Power is executed, or in which I later acquire an interest, including the power to accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund/entity; demand or obtain by litigation or otherwise money or other things of value to which I am, may become, or claim to be entitled by reason of the fund/entity; initiate, participate in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest; initiate, participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary; conserve, invest, disburse, and use anything received for an authorized purpose; and, perform any other acts described in California Probate Code § 4458.

(8) Electronic Communications and Digital Assets. To exercise all powers I may have over any digital device, digital asset, user account and electronically stored information, including any user account and digital asset that currently exists or may exist as technology develops, whether the same is in my own name or that I own or lawfully use jointly with any other individual (such accounts shall include, without limitation, electronic banking accounts, “cryptocurrency” accounts, electronic investment accounts, debt management accounts, automatic bill payment directives, and social media accounts). Such powers include, but are not limited to, changing and circumventing my username and password to gain access to such user accounts and information; accessing any of my passwords or other electronic profile data from applicable electronic record host entities; transferring or withdrawing funds or other digital assets among or from such user accounts; opening new user accounts in my name; all as my agent determines is necessary or advisable to effectively conduct my personal and financial affairs, to discharge any and all obligations I may owe and to maintain my public reputation. I hereby give my lawful consent and fully authorize my agent to access, manage, control, delete and terminate any electronically stored information and communications of mine to the fullest extent allowable under the federal Electronic Communications Privacy Act of 1986, 18 USC 2510 et seq., as amended from time to time, the Revised Uniform Fiduciary Access to Digital Assets Act (Part 20, Division 2 of the California Probate Code) and any other federal, state or international law and to take any actions I am authorized to take under all applicable terms of service, terms of use, licensing and other account agreements or laws. To the extent a specific reference to any federal, state, local or international law is required in order to give effect to this provision, I specifically provide that my intention is to so reference such law, whether such law is now in existence or comes into existence or is amended after the date of this document.

(9) Retirement Plans and Benefits. In connection with any pension, profit sharing or stock bonus plan, a plan (of whatever type) qualified under Code §401, or an individual retirement arrangement under Code §408, or a Roth IRA under Code §408A, or a tax-sheltered annuity under Code §403, or a deferred compensation plan under Code §457, or any other retirement plan, arrangement or annuity in which I am a participant or of which I am a beneficiary (whether established by my Agent or otherwise) (each of which is referred to in this document as a “Plan” or “such Plan”), my Agent shall have the following powers, in addition to all other applicable powers granted by this document and in California Probate Code §4462:

(a) To establish one or more Plans in my name; and to make contributions (including “rollover” contributions) or cause contributions to be made to such Plan with my funds or otherwise on my behalf;

(c) To receive and endorse checks or other distributions to me from such Plan, or to arrange for the direct deposit of the same in any account in my name or in the name of any existing trust for my benefit or a trust created by my Agent for my benefit;

(d) To elect a form of payment of benefits from such Plan, to withdraw benefits from such Plan, to make, exercise, waive or consent to any and all elections and/or options that I may have regarding contributions to, investments or administration of, distribution from, or benefits under, such Plan; and,

(e) To designate one or more beneficiaries or contingent beneficiaries for any benefits payable under such Plan on account of my death, and to change any such prior designation of beneficiary made by me or by my Agent, subject to the following limitation: my Agent shall have no power to designate my Agent directly or indirectly as a beneficiary or contingent beneficiary to receive a greater share or proportion of any such benefits than my Agent would have otherwise received, unless such change is consented to by all other beneficiaries who would have received the benefits but for the proposed change; the preceding limitation shall not apply to any designation of my Agent as beneficiary in a fiduciary capacity, with no beneficial interest.

(10) Claims and Litigation. To take any actions with respect to any claim that I may have or that has been asserted against me and with respect to any legal proceeding in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to institute, prosecute, and defend legal proceedings and claims on my behalf; file actions to determine adverse claims, seek preliminary, provisional, or intermediate relief on my behalf; apply for the enforcement or satisfaction of judgments that have been rendered in my favor; participate fully in the development of claims and proceedings; submit any dispute in which I have an interest to arbitration; submit and accept settlement offers and participate in settlement negotiations; handle all procedural aspects, such as service of process, filing of appeals, stipulations, verifications, waivers, and all other matters in any way affecting the process of any claim or litigation; satisfy judgments that have been rendered against me; and, perform any other acts described in California Probate Code § 4459.

(11) Tax Matters. For any tax year for which the statute of limitations has not run and to the tax year in which this durable power of attorney was executed and any subsequent tax year, to prepare and file any and all documents and take all actions that are necessary or that my Agent believes to be desirable with respect to my local, state, or federal tax liability, including the power to participate in audits; exercise my rights to protest and appeal assessments; pay amounts due to the appropriate taxing authority; execute waivers, consents (including, but not limited to, consents and agreements under Internal Revenue Code § 2032A, or any successor section thereto), closing agreements, and similar documents related to my tax liability and to execute any Power of Attorney designation on forms required by the Internal Revenue Service or any state department of revenue or taxation for all open tax years; participate in all procedural matters connected with my tax liability; exercise any elections that may be available to me under applicable state or federal tax laws or regulations; and, perform any other acts described in California Probate Code § 4463.

(12) **Personal and Family Maintenance.** To conduct my personal affairs and to discharge any and all obligations I may owe to myself and to family members and other third persons who are customarily or legally entitled to my support when this Power is executed, or that are undertaken thereafter, including the power to take steps to ensure that our customary standard of living is maintained; continue existing charge accounts, open new charge accounts, and make payments thereon; provide for transportation; maintain correspondence; prepare, maintain, and preserve personal records and documents; maintain membership in any social, religious, or professional organization and make contributions thereto; and, perform any other acts described in California Probate Code § 4460.

(13) **Governmental Benefits.** All powers described in this paragraph are exercisable equally with respect to benefits from Social Security, Medicare, Medicaid, or other governmental programs, or civil or military service, existing when this Power is executed or accruing thereafter, whether existing or accruing in the state or elsewhere. My Agent is appointed as my "Representative Payee" for the purpose of receiving Social Security benefits and may collect all benefits to or for my benefit by any governmental agency or body, such as Supplemental Social Security (SSI), Medicaid or Medi-Cal, Medicare and Social Security Disability Insurance (SSDI). My Agent shall have the full power to represent me and deal in all ways necessary concerning rights or benefits payable to me by any governmental agency and shall have the full power to sign, execute, deliver, process and acknowledge applications, documents, checks and such other instruments in writing, of every kind and nature, as may be necessary or proper to obtain and receive any benefits to which I or any of my dependents may be entitled through any governmental agency and to communicate on my behalf with any governmental agency from whom I am receiving or from whom I may be eligible to receive benefits; and, perform any other acts described in California Probate Code § 4461.

(14) **Resignation from Fiduciary Positions.** To resign from any fiduciary position to which I have been or may be in the future named, appointed, nominated or elected, including by way of illustration, but not of restriction, the positions of executor, administrator, personal representative, trustee, attorney-in-fact, guardian, director or officer of a corporation, and to take whatever steps are necessary to accomplish such resignation, for example, by rendering an accounting or appearing in court to receive approval for such action, as appropriate.

(15) **Business Interests.** To conduct or participate in any lawful business of whatever nature for me and in my name; execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; elect or employ officers, directors and attorneys; carry out the provisions of any agreement for the sale of any business interest or the stock therein; exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options; and, perform any other acts described in California Probate Code § 4456.

(16) **Gifts.** To continue any payments to a dependent person, the amount and extent of such support in my Agent's sole and absolute discretion; to make gifts, grants, or other transfers without consideration, of cash or other property, including the power to forgive indebtedness and consent to gift splitting under Internal Revenue Code § 2513 or successor sections. My Agent may honor any pledges which I may have made and

make donations to charitable organizations consistent with my prior donations. My Agent may also make special occasion gifts in equal or unequal amounts at my Agent's discretion. My Agent may make gifts of the cost of tuition, including making payments directly to the educational institution and/or contributing to a qualified tuition program established under § 529 of the Internal Revenue Code. My Agent may also pay medical expenses and shall make such payments directly to the medical provider(s). These gifting powers granted under this subparagraph shall be exercised, if at all, in favor of my spouse, my issue, any spouse of my issue and any other of my dependents, including my Agent. Any gifts made pursuant to this subparagraph shall not be future interests within the meaning of Internal Revenue Code § 2503, and the aggregate amount of any gifts made in any one calendar year to any one individual shall not exceed the amount that may be made free of federal gift tax. The limitations in the preceding sentence shall not apply to any gifts which incur no federal gift tax, such as, for example, gifts that qualify for the unlimited federal gift tax marital deduction or charitable deduction.

(17) **Planning.** In addition to the above, if my Agent, in my Agent's sole discretion, has determined that I need nursing home or other long-term medical care and that I will receive proper medical care whether I privately pay for such care or if I am a recipient of Title XIX (Medi-Cal) or other public benefits, then my Agent shall have the power: (i) to take any and all steps necessary, in my Agent's judgment, to obtain and maintain my eligibility for any and all public benefits and entitlement programs, including, if necessary, creating and funding a qualified income trust or special needs trust for me or a disabled child, if any; (ii) to transfer with or without consideration my assets to the beneficiaries of the trust agreement hereinabove referenced, including my Agent; and (iii) to enter into a personal services contract for my benefit, including entering into such contract with my Agent, and even if doing so may be considered self-dealing. Such public benefits and entitlement programs shall include, but are not limited to, Social Security, Supplemental Security Income, Medicare, Medi-Cal and Veterans benefits.

Notwithstanding any other provision of this Durable Power of Attorney, any gifts or transfers made under this subparagraph shall not be limited by the annual exclusion amount under Internal Revenue Code § 2503(b), as amended. All transfers shall be made keeping in mind: (i) the resources, both public and private, available for my care after the making of such transfers; and (ii) the objective of preserving the largest possible amount of my estate for my beneficiaries should I die, become incapacitated or require long term care services. Transfers made pursuant to this subparagraph shall be deemed to have been made "in my best interest" if they are made in the context of estate planning, financial planning, Medi-Cal planning, long term care planning and/or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters.

(18) **Transfer to Trust.** To transfer and convey to the Trustee or Co-Trustees of the trust agreement hereinabove referenced any or all assets now or at any time or times hereafter standing in my name or representing my interest in assets owned jointly, commonly, or otherwise with any other person or persons, including, without limitation, real estate, ownership rights in insurance policies of all kinds, cash, checks (particularly government and insurance checks), stocks, bonds, securities, and properties of all kinds; and pursuant to such purpose to terminate savings, checking, safekeeping, agency, investment advisory, and custody accounts in my name, alone or with others, at

any bank or broker, by directing that all or any part of the balance therein, including all cash, stocks, bonds, and other securities and property, subject to any indebtedness secured thereby, be transferred and delivered to said Trustee or Co-Trustees.

(19) **Amending Power.** As long as my spouse is my Agent, he or she shall have the authority to act in my behalf for all purposes in amending that certain trust agreement hereinabove referenced.

(20) **Create an Irrevocable Trust.** To create an irrevocable trust on my behalf wherein the beneficial interests at my death shall be the same as the dispositive provisions in the trust agreement hereinabove referenced in effect on the date such irrevocable trust is created, to name the Trustees and successor Trustees, and to fund such irrevocable trust with all or any assets of mine or other interests in property which are capable of being held in said irrevocable trust, including those assets which may then be held in the revocable trust agreement hereinabove referenced. This authority includes the power to create and fund an irrevocable trust which may qualify me for Medicaid or Medi-Cal. My Agent may serve as the Trustee of the trust. My Agent shall have the power to exercise whatever trust powers or elections which I may exercise.

(21) **Determination of Incapacity.** For all purposes under this Power, I shall be deemed "incapacitated" if and so long as a court of competent jurisdiction has made a finding to that effect or a guardian or conservator of my person or estate duly appointed by a court of competent jurisdiction is serving, or upon certification by a physician (licensed to practice under the laws of the state of my residency) that I am unable to properly care for myself or for my person or property, which certification shall be made by such physician in a written declaration under penalty of perjury. A certified copy of the decree declaring incapacity or appointing a guardian or conservator, or the physician's certificate shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

(22) **Capacity Regained.** After a determination of incapacity, I shall be deemed to have regained capacity by a finding of a court of competent jurisdiction to that effect, or when the guardianship or conservatorship for me has been judicially terminated, or upon certification by a physician (licensed to practice under the laws of the state of my residency) that I am capable of properly caring for myself or am able to manage my person or property, which certification shall be made by such physician in a written declaration under penalty of perjury. A certified copy of the decree declaring my regained capacity or terminating the guardianship or conservatorship, or the physician's certificate, shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

(23) Notwithstanding any other possible language to the contrary in this document, if my attorney-in-fact is not the principal's spouse, my attorney-in-fact is specifically NOT granted the following powers:

(a) To use the principal's assets for my attorney-in-fact's own legal obligations, including but not limited to support of my attorney-in-fact's dependents;

(b) To exercise any Trustee powers under an IRREVOCABLE LIVING TRUST of which my attorney-in-fact is a Trustor(s) and the principal is a Trustee; and

(c) To exercise incidents of ownership over any life insurance policies that the principal owns on my attorney-in-fact's life.

(24) Inspection and Disclosure of Information Relating to My Physical or Mental Health. My agent has the power and authority to request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 CFR 160-164, and the California Confidentiality of Medical Information Act ("CMIA"), California Civil Code § 56. I hereby authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose, and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition. This authority given my agent shall supersede any other agreement which I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority given my agent shall be effective immediately, has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

(25) If proceedings are initiated for the appointment of a conservator of my person or my estate or both, I hereby nominate JOAN C. SAMPLE as conservator of my person, estate, or person and estate. I hereby waive the requirement of a bond if the person(s) named above is appointed as conservator. I request that, if the person(s) named above is appointed conservator of my estate, the court make an order granting to that person all or as many of those independent powers listed in California Probate Code Section 2591 as the court deems appropriate.

(26) Any third party from whom my attorney-in-fact may request information, records, or other documents regarding the principal's personal affairs may release and deliver all such information, records or documents to my attorney-in-fact. The principal hereby waives any privilege that may apply to release of such information, records, or other documents. My attorney-in-fact's signature under the authority granted in this power of attorney may be accepted by any third party or organization with the same force and effect as if the principal were personally present and acting on the principal's own behalf. No person or organization that relies on my attorney-in-fact's authority under this instrument shall incur any liability to the principal, the principal's estate, heirs, successors, or assigns, because of reliance on this instrument.

(27) The principal's estate, heirs, successors, and assigns shall be bound by my attorney-in-fact's acts under this power of attorney.

(28) My attorney-in-fact shall use the following form when signing on my behalf pursuant to this Power: "JOHN C. SAMPLE by JOAN C. SAMPLE, attorney-in-fact."

(29) The principal hereby ratifies and confirms all that the agent shall do or cause to be done by virtue of this power of attorney. If at any time joint agents are acting hereunder, the agents may exercise alone or jointly the powers set forth above. Notwithstanding the power granted to any agent to act alone, each agent shall have no power to perform any act to which another agent objects. Any third person who receives a written objection signed by another agent before acting on the instructions of one agent shall not be entitled to rely on such instructions. Third persons who do not receive a written objection from another agent shall, however, be entitled to rely on the instructions of only one agent without further proof of another agent's joinder.

IN WITNESS WHEREOF, the principal has signed this durable power of attorney on [NOTARY DATE].

JOHN C. SAMPLE

State of Michigan)
) ss.
County of Macomb)

Acknowledged by JOHN C. SAMPLE, before me on [NOTARY DATE].

Signature: _____
Notary, Public, State of Michigan, County of Macomb

**Durable Power of Attorney for Management
of Property and Personal Affairs**

**Notice to Person Executing Durable Power of Attorney
(California Probate Code § 4128)**

A DURABLE POWER OF ATTORNEY IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING THE DURABLE POWER OF ATTORNEY, YOU ARE AUTHORIZING ANOTHER PERSON TO ACT FOR YOU, THE PRINCIPAL. BEFORE YOU SIGN THIS DURABLE POWER OF ATTORNEY, YOU SHOULD KNOW THESE IMPORTANT FACTS:

Your agent (attorney-in-fact) has no duty to act unless you and your agent agree otherwise in writing. This document gives your agent the powers to manage, dispose of, sell, and convey your real and personal property, and to use your property as security if your agent borrows money on your behalf. This document does not give your agent the power to accept or receive any of your property, in trust or otherwise, as a gift, unless you specifically authorize the agent to accept or receive a gift. Your agent will have the right to receive reasonable payment for services provided under this durable power of attorney unless you provide otherwise in this power of attorney. The powers you give your agent will continue to exist for your entire lifetime, unless you state that the durable power of attorney will last for a shorter period of time or unless you otherwise terminate the durable power of attorney. The powers you give your agent in this durable power of attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property. You can amend or change this durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this durable power of attorney at any time, so long as you are competent.

This durable power of attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If it is signed by two witnesses, they must witness either (1) the signing of the power of attorney or (2) the principal's signing or acknowledgment of his or her signature. A durable power of attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this durable power of attorney carefully. When effective, this durable power of attorney will give your agent the right to deal with property that you now have or might acquire in the future. The durable power of attorney is important to you. If you do not understand the durable power of attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

ACCEPTANCE BY ATTORNEY-IN-FACT*

JOAN C. SAMPLE

Dated: [NOTARY DATE]

DURABLE POWER OF ATTORNEY for JOAN C. SAMPLE

(California Probate Code Section 4128(a))

NOTICE TO PERSON EXECUTING DURABLE POWER OF ATTORNEY

A DURABLE POWER OF ATTORNEY IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING THE DURABLE POWER OF ATTORNEY, YOU ARE AUTHORIZING ANOTHER PERSON TO ACT FOR YOU, THE PRINCIPAL. BEFORE YOU SIGN THIS DURABLE POWER OF ATTORNEY, YOU SHOULD KNOW THESE IMPORTANT FACTS:

YOUR AGENT (ATTORNEY-IN-FACT) HAS NO DUTY TO ACT UNLESS YOU AND YOUR AGENT AGREE OTHERWISE IN WRITING. THIS DOCUMENT GIVES YOUR AGENT THE POWERS TO MANAGE, DISPOSE OF, SELL, AND CONVEY YOUR REAL AND PERSONAL PROPERTY, AND TO USE YOUR PROPERTY AS SECURITY IF YOUR AGENT BORROWS MONEY ON YOUR BEHALF. YOUR AGENT WILL HAVE THE RIGHT TO RECEIVE REASONABLE PAYMENT FOR SERVICES PROVIDED UNDER THIS DURABLE POWER OF ATTORNEY UNLESS YOU PROVIDE OTHERWISE IN THIS POWER OF ATTORNEY. THE POWERS YOU GIVE YOUR AGENT WILL CONTINUE TO EXIST FOR YOUR ENTIRE LIFETIME, UNLESS YOU STATE THAT THE DURABLE POWER OF ATTORNEY WILL LAST FOR A SHORTER PERIOD OF TIME OR UNLESS YOU OTHERWISE TERMINATE THE DURABLE POWER OF ATTORNEY. THE POWERS YOU GIVE YOUR AGENT IN THIS DURABLE POWER OF ATTORNEY WILL CONTINUE TO EXIST EVEN IF YOU CAN NO LONGER MAKE YOUR OWN DECISIONS RESPECTING THE MANAGEMENT OF YOUR PROPERTY. YOU CAN AMEND OR CHANGE THIS DURABLE POWER OF ATTORNEY ONLY BY EXECUTING A NEW DURABLE POWER OF ATTORNEY OR BY EXECUTING AN AMENDMENT THROUGH THE SAME FORMALITIES AS AN ORIGINAL. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME, SO LONG AS YOU ARE COMPETENT. THIS DURABLE POWER OF ATTORNEY MUST BE DATED, AND MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC OR SIGNED BY TWO WITNESSES. IF IT IS SIGNED BY TWO WITNESSES, THEY MUST WITNESS EITHER (1) THE SIGNING OF THE POWER OF ATTORNEY OR (2) THE PRINCIPAL'S SIGNING OR ACKNOWLEDGMENT OF HIS OR HER SIGNATURE. A DURABLE POWER OF ATTORNEY THAT MAY AFFECT REAL PROPERTY SHOULD BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC, SO THAT IT MAY EASILY BE RECORDED. YOU SHOULD READ THIS DURABLE POWER OF ATTORNEY CAREFULLY. WHEN EFFECTIVE, THIS DURABLE POWER OF ATTORNEY WILL GIVE YOUR AGENT THE RIGHT TO DEAL WITH PROPERTY THAT YOU NOW HAVE OR MIGHT ACQUIRE IN THE FUTURE. THE DURABLE POWER OF ATTORNEY IS IMPORTANT TO YOU. IF YOU DO NOT UNDERSTAND THE DURABLE POWER OF ATTORNEY, OR ANY PROVISION OF IT, THEN YOU SHOULD OBTAIN THE ASSISTANCE OF AN ATTORNEY OR OTHER QUALIFIED PERSON.

On the death of the principal, this power shall terminate, and the assets of the principal shall be distributed to the duly appointed personal representative of the principal's estate; or, if no estate is being administered, to the person who lawfully takes the assets without the necessity of administration when they have supplied the agent with satisfactory documents as provided by law.

TO WHOM IT MAY CONCERN:

I, JOAN C. SAMPLE (the principal), hereby appoint JOHN C. SAMPLE (the attorney-in-fact) as the principal's true and lawful attorney-in-fact for the principal and in the principal's name, place, and stead. All references herein to "my attorney-in-fact" refer to the attorney-in-fact acting at the pertinent time. If JOHN C. SAMPLE is unable or unwilling to act, I nominate JOHN C. SAMPLE, JR. and JOAN C. SAMPLE to serve in JOHN C. SAMPLE's place. If JOHN C. SAMPLE, JR. and JOAN C. SAMPLE is unable or unwilling to act, I nominate UNCLE BOB SAMPLE to serve in JOHN C. SAMPLE, JR. and JOAN C. SAMPLE's place.

I intend to create a Durable Power of Attorney (herein referred to as "this Power") pursuant to California Probate Code Section 4000 and following, specifically including the Uniform Durable Power of Attorney Act but specifically not including Section 4600 and following relating to health care. (This Power is effective immediately upon its execution and shall not be affected by my subsequent disability or incapacity.) I give my attorney-in-fact the powers specified in this Power with the understanding that they will be used for my benefit and on my behalf and will be exercised only in a fiduciary capacity.

As long as my spouse is acting as my Agent, this Power is effective immediately upon its execution; however, if my spouse fails to qualify or ceases to act, the powers granted to my successor Agents in this Power shall become effective only upon my incapacity as determined in accordance with Paragraph 22 of this Power. If, after being determined to be incapacitated, I should regain my capacity as determined in accordance with Paragraphs 22 and 23. of this Power, the powers granted to my successor Agents in of this Power shall cease. **THIS IS A DURABLE POWER OF ATTORNEY AND THE AUTHORITY OF MY AGENT ("ATTORNEY-IN-FACT") SHALL NOT TERMINATE IF I BECOME DISABLED OR INCAPACITATED OR IN THE EVENT OF LATER UNCERTAINTY AS TO WHETHER I AM DEAD OR ALIVE.**

I give my Agent, and my successor Agents, the powers specified in this Power with the understanding that they will be used for my benefit and on my behalf and will be exercised only in a fiduciary capacity.

(1) **Real and Personal Property.** To take any actions for the management or maintenance of any real or personal property in which I own an interest when this Power is executed, or in which I later acquire an interest, including the power to acquire, sell, and convey ownership of property; control the manner in which property is managed, maintained, and used; change the form of title in which property is held (including creating or severing a "joint tenancy" right of survivorship); satisfy and grant security interests and other encumbrances on property (including a "reverse mortgage"); obtain and make claims on insurance policies covering risks of loss or damage to property; accept or remove tenants; collect proceeds generated by property; ensure that any needed repairs are made to property; exercise rights of participation in real estate syndicates or other real estate ventures; make improvements to property; and, perform any other acts described in California Probate Code §§ 4451 and 4452.

(2) **Motor Vehicles.** To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle

is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

(3) **Stock and Bond Transactions.** To buy, sell and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments except commodity futures contracts and call and put options on stocks and stock indexes; to receive certificates and other evidences of ownership with respect to securities; to exercise voting rights with respect to securities in person or by proxy, enter into voting trusts and consent to limitations on the right to vote; and, perform any other acts described in California Probate Code § 4453.

(4) **Financial Institutions.** To take any actions in connection with any financial institution in which I have an account or an interest in an account when this Power is executed, or in which I later acquire an account or an interest in an account, including the power to continue, modify, or terminate existing accounts; create or terminate “joint tenancy” or “pay on death” accounts; open new accounts; withdraw funds; draw, endorse, and deposit checks, drafts and other negotiable instruments (including, but not limited to, Social Security, government and insurance checks made payable to me); apply for and receive credit cards and use and/or terminate existing credit cards in my name; prepare financial statements; borrow money; execute or release any security documents that may be needed in the exercise of the rights granted by this Power of Attorney; and, perform any other acts described in California Probate Code §4455, as well as the authority to conduct banking transactions as set forth in the laws of any other State or foreign country. For the purposes of this paragraph, the term “financial institution” includes, but is not limited to, banks, trust companies, savings banks, commercial banks, building and loan associations, savings and loan companies or associations, credit unions, industrial loan companies, thrift companies and/or brokerage firms.

(5) **Safe Deposit Boxes.** To hire a safe deposit box or space in a vault; to have access at any time or times to any safe deposit box rented to me, wherever located, and to remove all or any part of the contents thereof, and to surrender or relinquish any safe deposit box. Any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power.

(6) **Insurance and Annuities.** To take any actions with respect to any insurance or annuity contracts in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to acquire additional insurance coverage of any type or additional annuities; continue existing insurance or annuity contracts; agree to modifications in the terms of insurance or annuity contracts in which I have an interest; borrow against insurance or annuity contracts in which I have an interest, to the extent allowed under the contract terms; change beneficiaries under existing contracts and name beneficiaries under new contracts, including the power to designate my Agent as the beneficiary; receive dividends, proceeds, and other benefits generated by the contracts; transfer interests in insurance or annuity contracts to the extent permitted under the terms of those contracts; and, perform any other acts described in California Probate Code § 4457.

(7) **Beneficial Interests.** To take any actions with respect to any probate estate, trust, conservatorship, guardianship, escrow, custodianship, or other fund/entity in

which I have a beneficial interest when this Power is executed, or in which I later acquire an interest, including the power to accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund/entity; demand or obtain by litigation or otherwise money or other things of value to which I am, may become, or claim to be entitled by reason of the fund/entity; initiate, participate in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest; initiate, participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary; conserve, invest, disburse, and use anything received for an authorized purpose; and, perform any other acts described in California Probate Code § 4458.

(8) Electronic Communications and Digital Assets. To exercise all powers I may have over any digital device, digital asset, user account and electronically stored information, including any user account and digital asset that currently exists or may exist as technology develops, whether the same is in my own name or that I own or lawfully use jointly with any other individual (such accounts shall include, without limitation, electronic banking accounts, “cryptocurrency” accounts, electronic investment accounts, debt management accounts, automatic bill payment directives, and social media accounts). Such powers include, but are not limited to, changing and circumventing my username and password to gain access to such user accounts and information; accessing any of my passwords or other electronic profile data from applicable electronic record host entities; transferring or withdrawing funds or other digital assets among or from such user accounts; opening new user accounts in my name; all as my agent determines is necessary or advisable to effectively conduct my personal and financial affairs, to discharge any and all obligations I may owe and to maintain my public reputation. I hereby give my lawful consent and fully authorize my agent to access, manage, control, delete and terminate any electronically stored information and communications of mine to the fullest extent allowable under the federal Electronic Communications Privacy Act of 1986, 18 USC 2510 et seq., as amended from time to time, the Revised Uniform Fiduciary Access to Digital Assets Act (Part 20, Division 2 of the California Probate Code) and any other federal, state or international law and to take any actions I am authorized to take under all applicable terms of service, terms of use, licensing and other account agreements or laws. To the extent a specific reference to any federal, state, local or international law is required in order to give effect to this provision, I specifically provide that my intention is to so reference such law, whether such law is now in existence or comes into existence or is amended after the date of this document.

(9) Retirement Plans and Benefits. In connection with any pension, profit sharing or stock bonus plan, a plan (of whatever type) qualified under Code §401, or an individual retirement arrangement under Code §408, or a Roth IRA under Code §408A, or a tax-sheltered annuity under Code §403, or a deferred compensation plan under Code §457, or any other retirement plan, arrangement or annuity in which I am a participant or of which I am a beneficiary (whether established by my Agent or otherwise) (each of which is referred to in this document as a “Plan” or “such Plan”), my Agent shall have the following powers, in addition to all other applicable powers granted by this document and in California Probate Code §4462:

(a) To establish one or more Plans in my name;

(b) To make contributions (including “rollover” contributions) or cause contributions to be made to such Plan with my funds or otherwise on my behalf;

(c) To receive and endorse checks or other distributions to me from such Plan, or to arrange for the direct deposit of the same in any account in my name or in the name of any existing trust for my benefit or a trust created by my Agent for my benefit;

(d) To elect a form of payment of benefits from such Plan, to withdraw benefits from such Plan, to make, exercise, waive or consent to any and all elections and/or options that I may have regarding contributions to, investments or administration of, distribution from, or benefits under, such Plan; and,

(e) To designate one or more beneficiaries or contingent beneficiaries for any benefits payable under such Plan on account of my death, and to change any such prior designation of beneficiary made by me or by my Agent, subject to the following limitation: my Agent shall have no power to designate my Agent directly or indirectly as a beneficiary or contingent beneficiary to receive a greater share or proportion of any such benefits than my Agent would have otherwise received, unless such change is consented to by all other beneficiaries who would have received the benefits but for the proposed change; the preceding limitation shall not apply to any designation of my Agent as beneficiary in a fiduciary capacity, with no beneficial interest.

(10) Claims and Litigation. To take any actions with respect to any claim that I may have or that has been asserted against me and with respect to any legal proceeding in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to institute, prosecute, and defend legal proceedings and claims on my behalf; file actions to determine adverse claims, seek preliminary, provisional, or intermediate relief on my behalf; apply for the enforcement or satisfaction of judgments that have been rendered in my favor; participate fully in the development of claims and proceedings; submit any dispute in which I have an interest to arbitration; submit and accept settlement offers and participate in settlement negotiations; handle all procedural aspects, such as service of process, filing of appeals, stipulations, verifications, waivers, and all other matters in any way affecting the process of any claim or litigation; satisfy judgments that have been rendered against me; and, perform any other acts described in California Probate Code § 4459.

(11) Tax Matters. For any tax year for which the statute of limitations has not run and to the tax year in which this durable power of attorney was executed and any subsequent tax year, to prepare and file any and all documents and take all actions that are necessary or that my Agent believes to be desirable with respect to my local, state, or federal tax liability, including the power to participate in audits; exercise my rights to protest and appeal assessments; pay amounts due to the appropriate taxing authority; execute waivers, consents (including, but not limited to, consents and agreements under Internal Revenue Code §2032A, or any successor section thereto), closing agreements, and similar documents related to my tax liability and to execute any Power of Attorney designation on forms required by the Internal Revenue Service or any state department of revenue or taxation for all open tax years; participate in all procedural matters connected with my tax liability; exercise any elections that may be available to me under applicable state or federal tax laws or regulations; and, perform any other acts described in California Probate Code §4463.

(12) **Personal and Family Maintenance.** To conduct my personal affairs and to discharge any and all obligations I may owe to myself and to family members and other third persons who are customarily or legally entitled to my support when this Power is executed, or that are undertaken thereafter, including the power to take steps to ensure that our customary standard of living is maintained; continue existing charge accounts, open new charge accounts, and make payments thereon; provide for transportation; maintain correspondence; prepare, maintain, and preserve personal records and documents; maintain membership in any social, religious, or professional organization and make contributions thereto; and, perform any other acts described in California Probate Code § 4460.

(13) **Governmental Benefits.** All powers described in this paragraph are exercisable equally with respect to benefits from Social Security, Medicare, Medicaid, or other governmental programs, or civil or military service, existing when this Power is executed or accruing thereafter, whether existing or accruing in the state or elsewhere. My Agent is appointed as my "Representative Payee" for the purpose of receiving Social Security benefits and may collect all benefits to or for my benefit by any governmental agency or body, such as Supplemental Security Income (SSI), Medicaid or MediCal, Medicare and Social Security Disability Insurance (SSDI). My Agent shall have the full power to represent me and deal in all ways necessary concerning rights or benefits payable to me by any governmental agency and shall have the full power to sign, execute, deliver, process and acknowledge applications, documents, checks and such other instruments in writing, of every kind and nature, as may be necessary or proper to obtain and receive any benefits to which I or any of my dependents may be entitled through any governmental agency and to communicate on my behalf with any governmental agency from whom I am receiving or from whom I may be eligible to receive benefits; and, perform any other acts described in California Probate Code §4461.

(14) **Resignation from Fiduciary Positions.** To resign from any fiduciary position to which I have been or may be in the future named, appointed, nominated or elected, including by way of illustration, but not of restriction, the positions of executor, administrator, personal representative, trustee, attorney-in-fact, guardian, director or officer of a corporation, and to take whatever steps are necessary to accomplish such resignation, for example, by rendering an accounting or appearing in court to receive approval for such action, as appropriate.

(15) **Business Interests.** To conduct or participate in any lawful business of whatever nature for me and in my name; execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; elect or employ officers, directors and attorneys; carry out the provisions of any agreement for the sale of any business interest or the stock therein; exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options; and, perform any other acts described in California Probate Code § 4456.

(16) **Gifts.** To continue any payments to a dependent person, the amount and extent of such support in my Agent's sole and absolute discretion; to make gifts, grants, or other transfers without consideration, of cash or other property, including the power to forgive indebtedness and consent to gift splitting under Internal Revenue Code § 2513 or successor sections. My Agent may honor any pledges which I may have made and make donations to charitable organizations consistent with my prior donations. My

Agent may also make special occasion gifts in equal or unequal amounts at my Agent's discretion. My Agent may make gifts of the cost of tuition, including making payments directly to the educational institution and/or contributing to a qualified tuition program established under § 529 of the Internal Revenue Code. My Agent may also pay medical expenses and shall make such payments directly to the medical provider(s). These gifting powers granted under this subparagraph shall be exercised, if at all, in favor of my spouse, my issue, any spouse of my issue and any other of my dependents, including my Agent. Any gifts made pursuant to this subparagraph shall not be future interests within the meaning of Internal Revenue Code § 2503, and the aggregate amount of any gifts made in any one calendar year to any one individual shall not exceed the amount that may be made free of federal gift tax. The limitations in the preceding sentence shall not apply to any gifts which incur no federal gift tax, such as, for example, gifts that qualify for the unlimited federal gift tax marital deduction or charitable deduction.

(17) Planning. In addition to the above, if my Agent, in my Agent's sole discretion, has determined that I need nursing home or other long-term medical care and that I will receive proper medical care whether I privately pay for such care or if I am a recipient of Title XIX (Medi-Cal) or other public benefits, then my Agent shall have the power: (i) to take any and all steps necessary, in my Agent's judgment, to obtain and maintain my eligibility for any and all public benefits and entitlement programs, including, if necessary, creating and funding a qualified income trust or special needs trust for me or a disabled child, if any; (ii) to transfer with or without consideration my assets to the beneficiaries of the trust agreement hereinabove referenced, including my Agent; and (iii) to enter into a personal services contract for my benefit, including entering into such contract with my Agent, and even if doing so may be considered self-dealing. Such public benefits and entitlement programs shall include, but are not limited to, Social Security, Supplemental Security Income, Medicare, Medi-Cal and Veterans benefits.

Notwithstanding any other provision of this Durable Power of Attorney, any gifts or transfers made under this subparagraph shall not be limited by the annual exclusion amount under Internal Revenue Code §2503(b), as amended. All transfers shall be made keeping in mind: (i) the resources, both public and private, available for my care after the making of such transfers; and (ii) the objective of preserving the largest possible amount of my estate for my beneficiaries should I die, become incapacitated or require long term care services. Transfers made pursuant to this subparagraph shall be deemed to have been made "in my best interest" if they are made in the context of estate planning, financial planning, Medi-Cal planning, long term care planning and/or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters.

Notwithstanding any other provision of this Durable Power of Attorney, any gifts or transfers made under this subparagraph shall not be limited by the annual exclusion amount under Internal Revenue Code § 2503(b), as amended. All transfers shall be made keeping in mind: (i) the resources, both public and private, available for my care after the making of such transfers; and (ii) the objective of preserving the largest possible amount of my estate for my beneficiaries should I die, become incapacitated or require long term care services. Transfers made pursuant to this subparagraph shall be deemed to have been made "in my best interest" if they are made in the context of estate planning, financial planning, Medi-Cal planning, long term care planning and/or asset preservation

planning pursuant to the recommendations of an attorney-at-law experienced in such matters.

(18) **Transfer to Trust.** To transfer and convey to the Trustee or co-Trustees of the trust agreement hereinabove referenced any or all assets now or at any time or times hereafter standing in my name or representing my interest in assets owned jointly, commonly, or otherwise with any other person or persons, including, without limitation, real estate, ownership rights in insurance policies of all kinds, cash, checks (particularly government and insurance checks), stocks, bonds, securities, and properties of all kinds; and pursuant to such purpose to terminate savings, checking, safekeeping, agency, investment advisory, and custody accounts in my name, alone or with others, at any bank or broker, by directing that all or any part of the balance therein, including all cash, stocks, bonds, and other securities and property, subject to any indebtedness secured thereby, be transferred and delivered to said Trustee or co-Trustees.

(19) **Amending Power.** As long as my spouse is my Agent, he or she shall have the authority to act in my behalf for all purposes in amending that certain trust agreement hereinabove referenced.

(20) **Create an Irrevocable Trust.** To create an irrevocable trust on my behalf wherein the beneficial interests at my death shall be the same as the dispositive provisions in the trust agreement hereinabove referenced in effect on the date such irrevocable trust is created, to name the Trustees and successor Trustees, and to fund such irrevocable trust with all or any assets of mine or other interests in property which are capable of being held in said irrevocable trust, including those assets which may then be held in the revocable trust agreement hereinabove referenced. This authority includes the power to create and fund an irrevocable trust which may qualify me for Medicaid or Medi-Cal. My Agent may serve as the Trustee of the trust. My Agent shall have the power to exercise whatever trust powers or elections which I may exercise.

(21) **Determination of Incapacity.** For all purposes under this Power, I shall be deemed "incapacitated" if and so long as a court of competent jurisdiction has made a finding to that effect or a guardian or conservator of my person or estate duly appointed by a court of competent jurisdiction is serving, or upon certification by a physician (licensed to practice under the laws of the state of my residency) that I am unable to properly care for myself or for my person or property, which certification shall be made by such physician in a written declaration under penalty of perjury. A certified copy of the decree declaring incapacity or appointing a guardian or conservator, or the physician's certificate shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

(22) **Capacity Regained.** After a determination of incapacity, I shall be deemed to have regained capacity by a finding of a court of competent jurisdiction to that effect, or when the guardianship or conservatorship for me has been judicially terminated, or upon certification by a physician (licensed to practice under the laws of the state of my residency) that I am capable of properly caring for myself or am able to manage my person or property, which certification shall be made by such physician in a written declaration under penalty of perjury. A certified copy of the decree declaring my regained capacity or terminating the guardianship or conservatorship, or the physician's certificate, shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

(23) Notwithstanding any other possible language to the contrary in this document, if my attorney-in-fact is not the principal's spouse, my attorney-in-fact is specifically NOT granted the following powers:

- (a) To use the principal's assets for my attorney-in-fact's own legal obligations, including but not limited to support of my attorney-in-fact's dependents;
- (b) To exercise any Trustee powers under an IRREVOCABLE LIVING TRUST of which my attorney-in-fact is a Trustor(s) and the principal is a Trustee; and
- (c) To exercise incidents of ownership over any life insurance policies that the principal owns on my attorney-in-fact's life.

(24) Inspection and Disclosure of Information Relating to My Physical or Mental Health. My agent has the power and authority to request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 CFR 160-164, and the California Confidentiality of Medical Information Act ("CMIA"), California Civil Code § 56. I hereby authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose, and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition. For the purpose of complying with § 56.11 of the California Civil Code, This authority given my agent shall supersede any other agreement which I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority given my agent shall be effective immediately, has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

(25) If proceedings are initiated for the appointment of a conservator of my person or my estate or both, I hereby nominate JOHN C. SAMPLE as conservator of my person, estate, or person and estate. I hereby waive the requirement of a bond if the person(s) named above is appointed as conservator. I request that, if the person(s) named above is appointed conservator of my estate, the court make an order granting to that person all or as many of those independent powers listed in California Probate Code Section 2591 as the court deems appropriate.

(26) Any third party from whom my attorney-in-fact may request information, records, or other documents regarding the principal's personal affairs may release and deliver all such information, records or documents to my attorney-in-fact. The principal hereby waives any privilege that may apply to release of such information, records, or other documents. My attorney-in-fact's signature under the authority granted in this power of attorney may be accepted by any third party or organization with the same force and effect as if the principal were personally present and acting on the principal's own behalf. No person or organization that relies on my attorney-in-fact's authority under this

instrument shall incur any liability to the principal, the principal's estate, heirs, successors, or assigns, because of reliance on this instrument.

(27) The principal's estate, heirs, successors, and assigns shall be bound by my attorney-in-fact's acts under this power of attorney.

(28) My attorney-in-fact shall use the following form when signing on my behalf pursuant to this Power: "JOAN C. SAMPLE by JOHN C. SAMPLE, attorney-in-fact."

(29) The principal hereby ratifies and confirms all that the agent shall do or cause to be done by virtue of this power of attorney. If at any time joint agents are acting hereunder, the agents may exercise alone or jointly the powers set forth above. Notwithstanding the power granted to any agent to act alone, each agent shall have no power to perform any act to which another agent objects. Any third person who receives a written objection signed by another agent before acting on the instructions of one agent shall not be entitled to rely on such instructions. Third persons who do not receive a written objection from another agent shall, however, be entitled to rely on the instructions of only one agent without further proof of another agent's joinder.

IN WITNESS WHEREOF, the principal has signed this durable power of attorney on [NOTARY DATE].

JOAN C. SAMPLE

State of Michigan)
) ss.
County of Macomb)

Acknowledged by JOAN C. SAMPLE, before me on [NOTARY DATE].

Signature: _____
Notary, Public, State of Michigan, County of Macomb

**Durable Power of Attorney for Management
of Property and Personal Affairs**

**Notice to Person Executing Durable Power of Attorney
(California Probate Code § 4128)**

A DURABLE POWER OF ATTORNEY IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING THE DURABLE POWER OF ATTORNEY, YOU ARE AUTHORIZING ANOTHER PERSON TO ACT FOR YOU, THE PRINCIPAL. BEFORE YOU SIGN THIS DURABLE POWER OF ATTORNEY, YOU SHOULD KNOW THESE IMPORTANT FACTS:

Your agent (attorney-in-fact) has no duty to act unless you and your agent agree otherwise in writing. This document gives your agent the powers to manage, dispose of, sell, and convey your real and personal property, and to use your property as security if your agent borrows money on your behalf. This document does not give your agent the power to accept or receive any of your property, in trust or otherwise, as a gift, unless you specifically authorize the agent to accept or receive a gift. Your agent will have the right to receive reasonable payment for services provided under this durable power of attorney unless you provide otherwise in this power of attorney. The powers you give your agent will continue to exist for your entire lifetime, unless you state that the durable power of attorney will last for a shorter period of time or unless you otherwise terminate the durable power of attorney. The powers you give your agent in this durable power of attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property. You can amend or change this durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this durable power of attorney at any time, so long as you are competent.

This durable power of attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If it is signed by two witnesses, they must witness either (1) the signing of the power of attorney or (2) the principal's signing or acknowledgment of his or her signature. A durable power of attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this durable power of attorney carefully. When effective, this durable power of attorney will give your agent the right to deal with property that you now have or might acquire in the future. The durable power of attorney is important to you. If you do not understand the durable power of attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

ACCEPTANCE BY ATTORNEY-IN-FACT

JOHN C. SAMPLE

Dated: [NOTARY DATE]