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**SPRINGING DURABLE POWER OF ATTORNEY
FOR FINANCIAL MANAGEMENT**

(Name), Principal to (Name), Agent

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. 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.

Notice to Person Accepting the Appointment as Attorney-in-Fact

By acting or agreeing to act as the agent (attorney-in-fact) under this power of attorney you assume the fiduciary and other legal responsibilities of an agent. These responsibilities include:

1. The legal duty to act solely in the interest of the principal and to avoid conflicts of interest.

2. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you. You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this power of attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the power of attorney, you may be prosecuted for fraud and/or embezzlement. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse under Penal Code Section 368. In addition to criminal prosecution, you may also be sued in civil court.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the agent (attorney-in-fact) under the terms of this power of attorney.

Date:

(Signature of agent)

(Print name of agent)

**SPRINGING DURABLE POWER OF ATTORNEY
FOR FINANCIAL MANAGEMENT
TO BECOME EFFECTIVE ONLY ON INCAPACITY OF PRINCIPAL**

This durable power of attorney shall become effective only on the principal's incapacity. The principal shall be conclusively presumed to lack capacity when any two of the following persons execute written declarations under penalty of perjury that in their opinion the principal does not have sufficient understanding or ability to make or communicate decisions about the principal's property, financial or business affairs, and when such written declarations have delivered to the agent designated below:

- (a) The principal's treating physician;
- (b) (Name and relationship);
- (c) (Name and relationship).

The effective date of incapacity shall be the date of receipt of said declarations by the agent. Such declarations, when received, shall be attached to the original of this durable power of attorney and copies attached to all copies of this durable power of attorney.

Any person may act in reliance on this instrument with two such declarations attached without liability to the principal or to any other person regardless of whether the principal is later determined to have become incapacitated.

No licensed physician designated above who executes a declaration of the principal's incapacity shall be subject to liability because of such execution. The principal hereby waives any privilege that may apply to release of information included in such a declaration or to the execution of such a declaration.

This power of attorney shall continue after the principal's incapacity in accordance with its terms.

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 persons who lawfully take the assets without the necessity of administration when they have supplies the agent with satisfactory documents as provided by law.

TO WHOM IT MAY CONCERN:

(Name of Principal), who presently resides at (Address), (City), California hereby appoints (Name of Agent), whose current residence is (Address), (City), California, as the principal's true and lawful attorney-in-fact (agent) for the principal and authorizes said agent to act in the principal's name,

place, and stand on the principal's incapacity. I, (Name), specifically grant my agent the following authority:

Real Property Management

1. To manage, control, rent, lease, sublease, and otherwise act concerning the principal's interest in the real property owned at the date of incapacity, and more fully described in Exhibit A attached to this instrument. Further, to collect and receive rents or income therefrom; pay taxes, charges, and assessments on the same and to repair, maintain, protect, preserve, alter, and improve the same. The agent may contract on the principal's behalf regarding the same; and do all things necessary or expedient necessary in the agent's judgment in connection with the property.

Real Property Transfers

2. To grant, sell, transfer, mortgage, deed in trust, convey, pledge, and otherwise encumber and deal in the real property described in this instrument and to execute such instruments as the agent considers proper, specifically including but not limited to the power to:

(a) Represent the principal in negotiations for the sale of the real property described in this instrument, including but not limited to entering into listing agreements with brokers or other agents regarding such sale.

(b) Execute, acknowledge, and deliver contracts of sale, escrow instructions, deeds, covenants, agreements, assignments of agreements, and all other documents needed with respect to the sale of the real property described in this instrument.

Real Property Purchases

3. To purchase real property on the principal's behalf; to mortgage, pledge, or otherwise encumber such newly acquired property; to commit the resources of the principal with respect to purchase of such property; to do all acts and execute all documents necessary for the purchase of such property; and to otherwise generally deal in all respects and have all powers described in this power of attorney with respect to such property.

Financial Accounts

4. To deposit in and draw on any checking, savings, agency, or other accounts that the principal may have in any banks or financial institutions, and any accounts with securities brokers or other commercial institutions, and to establish and terminate all such accounts.

Safe Deposit Boxes

5. To have access to all safe deposit boxes in the principal's name or to which the principal is an authorized signatory; to contract with financial institutions for the maintenance and continuation of safe deposit boxes; and to terminate contracts for all such safe deposit boxes.

Credit Cards

6. To use any credit cards in the principal's name, to make purchases, and to sign charge slips on behalf of the principal as may be required to use such credit cards; and to close the principal's charge accounts and terminate the principal's credit cards when the agent considers such acts to be in the principal's best interest.

Investments

7. To invest and reinvest the principal's funds in every kind of property, real, personal, or mixed and every kind of investment, specifically including, but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts, investment companies, and mutual funds; and mortgage participations.

Partnerships

8. To manage and control all partnership interests owned by the principal and to make all decisions the principal could make as a general partner, limited partner, or both; and to execute all documents required of the principal as such partner, all to the extent that the agent's designation for such purposes is allowed by law and is not in contravention of any partnership or other agreement.

Collections

9. To demand, sue for, and collect all sums of money, debts, accounts, legacies, bequests, interest, dividends, annuities, and demands that are now, or may later become, due or payable to the principal, including any benefits payable by any governmental body or agency, including Supplemental Social Security (SSI), Medi-Cal, Medicare, and Social Security Disability Insurance (SSDI). For purposes of receiving Social Security benefits, the agent is hereby appointed as the principal's Representative Payee, and to take all lawful means to recover such assets, and to compromise claims for such assets and grant discharges for such assets in the principal's name.

Legal Actions

10. To prosecute or defend actions, claims or proceedings for the protection of the principal's property, including the power to renew, extend, compromise, arbitrate, adjust, and settle or re-lease (with or without consideration), any claim, debt, or obligation held by or asserted against the principal or the principal's property or which affects such property; to foreclose, extend the time of payment for, assign, partially release, or discharge mortgages, deeds of trust, security interests, and other liens; and with respect to deeds of trust, to execute subordinations, acreage or lot releases, and requests for partial or full reconveyance.

Indebtedness

11. To borrow such sums as the agent determines to be necessary for the proper management of the principal's property, including but not limited to tax and estate planning matters; and to mortgage, convey by deed of trust, grant security interests, in or otherwise encumber, any real or personal property now or hereafter owned by the principal, whether acquired by the principal or the agent.

Government Benefits

12. To apply for and make any elections required for payment of governmental benefits to which the principal may be entitled, to take possession of all such benefits, and to distribute such benefits to or for the principal's benefit.

Retirement Accounts

13. To establish one or more individual Retirement Accounts (IRAs), employee benefits plans including a plan for a self-employed individual, or any like retirement account, on the principal's behalf. To contribute to any IRA or plan held in the principal's name, to roll over or direct transfers of plan benefits into other retirement plans or IRA accounts at the same company or at another company, to manage the accounts, to withdraw from any account without limitation, to select or change payment options and to apply for and make any elections under any IRA or employee benefit plan in which the principal is a participant, including elections required for payment of any and all types of employee benefits to which the principal may be entitled, to take possession of all such benefits, and to distribute such benefits to or for the principal's benefit. In all such retirement accounts and benefit plans, the agent shall designate my estate as beneficiary. If an account or plan is rolled over or transferred to a new company, the principal requests that the new company also honor this durable power of attorney.

Income Tax

14. To prepare and file all income and other federal and state tax returns that the principal is required to file; to sign the principal's name on tax returns, including Forms IRS 1040 and FTB 540.

To hire preparers and advisors and pay for their services; and to do whatever is necessary to protect the principal's assets from tax assessments for income taxes and other taxes for the years 2001 to 2021. The agent is specifically authorized to receive confidential information; to receive checks in payment of any refund of taxes, penalties, or interest; to execute waivers and offers of waivers of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of claims for credit or refund. To consent to the extension of the statutory period for assessment or collection of taxes, to execute closing agreements under Internal Revenue Code section 7121 or any successor statute, and to delegate authority or substitute another representative concerning all the above matters.

Gifts

15. To make gifts on the principal's behalf to a class composed of the principal's children, any of their issue, or both to the full extent of the federal annual gift tax exclusion under Internal Revenue Code section 2503(b) or any successor statute and, for such purposes, to remove the principal's assets from any grantor revocable trust of which the principal is a grantor.

Property Conversion

16. To execute documents of transfer or conveyance or marital property agreements that convert the character of property in which the principal has an interest from joint tenancy to community property with the principal's spouse (if the principal is married at such time) for the purpose of obtaining a step-up in basis on the entire value of such property under Internal Revenue Code section 1014, as amended from time to time, if the agent deems such transaction to be in the principal's best interests or the best interests of the beneficiaries of the principal's estate.

Professionals and Consultants

17. To employ and discharge any accountants, attorneys, investment counsel, real estate brokers, property managers, bookkeepers, consultants, custodians, auditors, appraisers, or any other professionals that the agent deems reasonably necessary for the proper management and protection of the principal's affairs, for the maintenance of proper accounts and records, and for advice in carrying out the agent's duties and responsibilities under this instrument. Without limiting the foregoing, the agent is authorized to employ investment managers, investment agents, or other investment specialists as the agent deems necessary or desirable. Specifically, the agent is authorized to appoint an investment manager to manage all or any part of the principal's assets and to delegate to such manager investment discretion that is not inconsistent with the agent's duties under this instrument or applicable law. Such appointment may include the power to acquire and dispose of assets without first obtaining the agent's consent. The agent may pay reasonable compensation to any such professionals hired by the agent from the principal's assets. Any compensation paid to such professionals may be taken into consideration in determining the reasonableness of any compensation taken or requested by the agent. The foregoing provisions are not intended to relieve the agent of the duty to exercise reasonable care and prudence in selecting, employing, and supervising any such professionals.

Court Actions

18. To seek appropriate court orders mandating acts that the agent deems appropriate if a third party refuses to comply with actions taken by the agent that are authorized by this instrument or enjoining acts by third parties that the agent has not authorized. In addition, the agent may sue a third party who fails to comply with actions the principal has authorized the agent to take and may demand damages, including punitive damages, on the principal's behalf for such noncompliance.

Agent Compensation

19. To be entitled to fair and reasonable compensation for services rendered as agent under this instrument. In determining what constitutes "fair and reasonable" compensation, the following factors may be considered: (1) the time spent by the agent in administering the principal's affairs, (2) the principal's net worth, (3) the nature of the assets subject to the agent's control, and (4) the fees charged by professional fiduciaries acting in the same or similar capacities under similar circumstances. In addition to compensation for services, the agent shall be entitled to reimbursement for all out-of-pocket expenses incurred in administering the principal's affairs, including land and air transportation, lodging and meals.

General Powers

20. To do, execute, and perform any other act, deed, matter, or thing, that in the opinion of the agent ought to be done, executed, or performed in conjunction with this power or attorney, of every kind and nature, as fully and effectively as the principal could do if personally present. The enumeration of specific items, acts, rights, or powers in this instrument does not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers granted to the agent except where powers are expressly restricted.

The agent is authorized to commence enforcement proceedings at the principal's expense, against any bank, financial institution, or other person or entity that fails or refuses to honor this durable power of attorney.

Restrictions to Power

21. Regardless of any other possible language to the contrary in this document, the agent is specifically NOT granted the following powers:

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

(b) To exercise any trustee powers under an irrevocable trust of which the agent is a trustor and the principal is a trustee; or

(c) To exercise incidents of ownership over any life insurance policies that the principal owns on the agent's life.

Third Party Reliance

22. The agent'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 behalf. No person or organization that relies on the agent's authority shall incur any liability to the principal, the principal's estate, heirs, successors, or assigns, because of reliance on this instrument. The principal's estate, heirs, successors, and assigns shall be bound by the agent's acts under this power of attorney.

Agent Immunity

23. No successor agent shall be liable for any act, omission, or default of a prior agent. Unless requested in writing within 60 days after appointment by the principal or an adult beneficiary of the principal, no successor agent shall have any duty to investigate or review any action of a prior agent. The successor agent may accept the accounting records of the prior agent showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the principal's assets.

Information and Record Requests

24. Any third party from whom the agent under this power of attorney may request information, records, or other documents regarding the principal's personal affairs may release and deliver all such information, records, or documents to the agent without liability to the principal, the principal's estate, heirs, successors, or assigns for release or delivery of such information, records, or other documents to the agent. The principal hereby waives any privilege that may apply to release of such information, records, or other documents, but only to the extent necessary to authorize such release.

Third Party Liability

25. No person who relies on any representation the agent may make regarding (a) the fact that the powers of the agent are then in effect, (b) the scope of the agent's authority under this instrument, (c) the principal's competency at the time this instrument is executed, (d) the fact that this instrument has not been amended, terminated, or revoked, or (e) the fact that the agent continues to serve as the principal's agent, shall incur any liability to the principal, the principal's estate, or the principal's heirs, successors, or assigns for permitting the agent to exercise any power granted in this instrument, nor

shall any person who deals with the agent be responsible to determine or ensure the proper application of funds or property.

Subsequent Incapacity

26. This power of attorney shall not be affected by the principal's subsequent incapacity. The principal declares that the principal understands the importance of this durable power of attorney, recognizes that the agent is granted broad power to hold, administer, and control the principal's assets, and recognizes that this durable power of attorney will become effective immediately on execution and will continue indefinitely until specifically revoked or terminated by death, even if the principal later becomes incapacitated.

Conservatorship

27. If a conservatorship of the principal's person or estate or both is deemed necessary, the principal hereby nominates (Name) as conservator of the principal's person and estate. If (Name) is unwilling or unable to serve for any reason, the principal hereby nominates (Name of Second Choice) as such conservator. On the appointment of a conservator of the principal's estate, this power of attorney shall terminate and the agent shall deliver the assets of the principal under the agent's control as directed by the conservator of the principal's estate.

Photocopies

28. Only one original of this instrument has been executed. The agent is authorized to make photocopies of this instrument and any attached documents (such as declarations of incapacity) as frequently and in such quantities as the agent deems appropriate. Each photocopy shall have the same force and effect as the original, and all parties dealing with the agent are authorized to rely fully on any such photocopy showing the principal's signature thereon.

IN WITNESS WHEREOF, the principal has signed this Springing Durable Power of Attorney for Financial Management on (Date), at (City), California

(Name)

Acknowledgment

State of California)
County of _____) ss.

On (Date), before me, _____, personally appeared (Name), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.
