

RECORDING REQUESTED BY AND MAIL TO

GREG RICHARDS
2023 LOIS LN
COOL, CA 95614



Sacramento County Recorder
Frederick B. Garcia, Clerk/Recorder
BOOK **20080916** PAGE **0079**

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2009-002097

Klamath County, Oregon



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02/12/2009 03:39:27 PM

Fee: \$71.00

DURABLE POWER OF ATTORNEY FOR FINANCIAL MANAGEMENT

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 (AGENT) HAS NO DUTY TO ACT UNLESS YOU AND YOUR AGENT AGREE OTHERWISE IN WRITING.

THIS DOCUMENT MAY GIVE 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 REVOKE OR 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 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 AGENT

BY ACTING OR AGREEING TO ACT AS THE AGENT 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, UNLESS THE POWER OF ATTORNEY SPECIFICALLY GIVES YOU THE AUTHORITY TO COMMINGLE THE PRINCIPAL'S PROPERTY WITH YOUR OWN.

YOU MAY NOT TRANSFER THE PRINCIPAL'S PROPERTY TO YOURSELF 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 UNDER THE TERMS OF THIS POWER OF ATTORNEY.

Name of Agent: GREG R. RICHARDS

Signature of Agent: *Greg R Richards*

Date: 12 Sept 08

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State of California, County of Placer
Subscribed and sworn to (or affirmed) before me
on the 12 day of September, 2008.
Greg Richards
personally known to me or proved to me on the
basis of satisfactory evidence to be the person(s)
who appeared before me.
Signature: *Tammy Slade*

1. Principal and Agent

PRINCIPAL

Florence Jane Richards *AKA FLORENCE J. RICHARDS*
4905 Chicago Avenue
Fair Oaks, California 95628

I, Florence Jane Richards, appoint the person named below as my agent to act for me in any lawful way with respect to the powers delegated in Part 4, below.

AGENT

Greg R. Richards
2023 Lois Lane
Cool, California 95614
Main phone: 530-885-6391
Alternate phone: 530-417-2023

SUCCESSOR AGENT

I name the following person to act as my agent if the named agent dies, resigns, or is otherwise unable to serve.

Gretchen K. Richards
2023 Lois Lane
Cool, California 95614
Main phone: 530-885-6391
Alternate phone: 530-305-3660

2. Delegation of Authority

My agent may delegate, in writing, any authority granted under this durable power of attorney to a person he or she selects. Any such delegation shall state the period during which it is valid and specify the extent of the delegation.

3. Effective Date

This power of attorney is effective immediately, and shall continue in effect if I become incapacitated or disabled.

4. Powers of Agent

I grant my agent power to act on my behalf in the following matters, as indicated by my initials next to each granted power.

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INITIALS

- X FR (1) Real estate transactions.
- X FR (2) Tangible personal property transactions.
- X FR (3) Stock and bond, commodity, option and other securities transactions.
- X FR (4) Banking and other financial institution transactions.
- X FR (5) Insurance and annuity transactions.
- X FR (6) Estate, trust, and other beneficiary transactions.
- X FR (7) Living trust transactions.
- X FR (8) Legal actions.
- X FR (9) Personal and family care.
- X FR (10) Government benefits.
- X FR (11) Retirement plan transactions.
- X FR (12) Tax matters.
- X FR (13) Gift transactions.

These powers are defined in Part 12, below.

5. Compensation and Reimbursement of Agent

My agent shall be entitled to reimbursement for reasonable expenses and reasonable compensation for services. What constitutes reasonable compensation shall be determined exclusively by my agent. If more than one agent is named in this document, each shall have the exclusive right to determine what constitutes reasonable compensation for his or her own duties.

6. Personal Benefit to Agent

My agent may not benefit personally from any transaction engaged in on my behalf.

7. Commingling by Agent

My agent may not commingle any of my funds with any funds of his or hers.

8. Liability of Agent

My agent shall not incur any liability to me, my estate, my heirs, successors or assigns for

acting or refraining from acting under this document, except for willful misconduct or gross negligence. My agent is not required to make my assets produce income, increase the value of my estate, diversify my investments or enter into transactions authorized by this document, as long as my agent believes his or her actions are in my best interests or in the interests of my estate and of those interested in my estate. A successor agent shall not be liable for acts of a prior agent.

9. Nomination of Conservator or Guardian of Estate

If, in a court proceeding, it is ever resolved that I need a conservator, guardian or other person to supervise my estate, I nominate my agent to serve in that capacity. If my agent cannot serve, I nominate the successor agent named in Part 1, above, to serve.

10. Reliance on This Power of Attorney

Any third party who receives a copy of this document may rely on and act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

11. Severability

If any provision of this document is ruled unenforceable, the remaining provisions shall stay in effect.

12. Definition of Powers Granted to Agent

The powers granted in Part 4, above, authorize my agent to do the following:

(1) Real estate transactions

My agent may act for me in any manner to deal with all or any part of any interest in real property that I own at the time of execution of this document or later acquire, under such terms, conditions and covenants as my agent deems proper. My agent's powers include but are not limited to the power to:

- (a) Accept as a gift, or as security for a loan, reject, demand, buy, lease, receive or otherwise acquire ownership or possession of any estate or interest in real property.
- (b) Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition or consent to the partitioning of, grant options concerning, lease, sublet or otherwise dispose of any interest in real property.
- (c) Maintain, repair, improve, insure, rent, lease, and pay or contest taxes or

assessments on any estate or interest in real property I own or claim to own.

- (d) Prosecute, defend, intervene in, submit to arbitration, settle and propose or accept a compromise with respect to any claim in favor of or against me based on or involving any real estate transaction.

(2) Tangible personal property transactions

My agent may act for me in any manner to deal with all or any part of any interest in personal property that I own at the time of execution of this document or later acquire, under such terms as my agent deems proper. My agent's powers include but are not limited to the power to lease, buy, exchange, accept as a gift or as security for a loan, acquire, possess, maintain, repair, improve, insure, rent, convey, mortgage, pledge, and pay or contest taxes and assessments on any tangible personal property.

(3) Stock and bond, commodity, option and other securities transactions

My agent may do any act which I can do through an agent, with respect to any interest in a bond, share, other instrument of similar character or commodity. My agent's powers include but are not limited to the power to:

- (a) Accept as a gift or as security for a loan, reject, demand, buy, receive or otherwise acquire ownership or possession of any bond, share, instrument of similar character, commodity interest or any investment with respect thereto, together with the interest, dividends, proceeds or other distributions connected with it.
- (b) Sell (including short sales), exchange, transfer, release, surrender, pledge, trade in or otherwise dispose of any bond, share, instrument of similar character or commodity interest.
- (c) Demand, receive and obtain any money or other thing of value to which I am or may become or may claim to be entitled as the proceeds of any interest in a bond, share, other instrument of similar character or commodity interest.
- (d) Agree and contract, in any manner, and with any broker or other person and on any terms, for the accomplishment of any purpose listed in this section.
- (e) Execute, acknowledge, seal and deliver any instrument my agent thinks useful to accomplish a purpose listed in this section, or any report or certificate required by law or regulation.

(4) Banking and other financial institution transactions

My agent may do any act that I can do through an agent in connection with any

banking transaction that might affect my financial or other interests. My agent's powers include but are not limited to the power to:

- (a) Continue, modify and terminate any deposit account or other banking arrangement, or open either in the name of the agent alone or my name alone or in both our names jointly, a deposit account of any type in any financial institution, rent a safe deposit box or vault space, have access to a safe deposit box or vault to which I would have access, and make other contracts with the institution.
- (b) Make, sign and deliver checks or drafts, and withdraw my funds or property from any financial institution by check, order or otherwise.
- (c) Prepare financial statements concerning my assets and liabilities or income and expenses and deliver them to any financial institution, and receive statements, notices or other documents from any financial institution.
- (d) Borrow money from a financial institution on terms my agent deems acceptable, give security out of my assets, and pay, renew or extend the time of payment of any note given by or on my behalf.

(5) Insurance and annuity transactions

My agent may do any act that I can do through an agent, in connection with any insurance or annuity policy, that my agent deems desirable. My agent's powers include but are not limited to the power to:

- (a) Continue, pay the premium on, modify, rescind or terminate any annuity or policy of life, accident, health, disability or liability insurance procured by me or on my behalf before the execution of this power of attorney. My agent cannot name himself or herself as beneficiary of a renewal, extension or substitute for such a policy unless he or she was already the beneficiary before I signed the power of attorney.
- (b) Procure new, different or additional contracts of health, disability, accident or liability insurance on my life, modify, rescind or terminate any such contract and designate the beneficiary of any such contract.
- (c) Sell, assign, borrow on, pledge, or surrender and receive the cash surrender value of any policy.

(6) Estate, trust and other beneficiary transactions

My agent may act for me in all matters that affect a trust, probate estate, guardianship,

conservatorship, escrow, custodianship or other fund from which I am, may become or claim to be entitled, as a beneficiary, to a share or payment. My agent's authority includes the power to disclaim any assets which I am, may become or claim to be entitled, as a beneficiary, to a share or payment.

(7) Living trust transactions

My agent may transfer ownership of any property over which he or she has authority under this document to the trustee of a revocable trust I have created as settlor. Such property may include real property, stocks, bonds, accounts with financial institutions, insurance policies or other property.

(8) Legal actions

My agent may act for me in all matters that affect claims in favor of or against me and proceedings in any court or administrative body. My agent's powers include but are not limited to the power to:

- (a) Hire an attorney to assert any claim or defense before any court, administrative board or other tribunal.
- (b) Submit to arbitration or mediation or settle any claim in favor of or against me or any litigation to which I am a party, pay any judgment or settlement and receive any money or other things of value paid in settlement.

(9) Personal and family care

My agent may do all acts necessary to maintain my customary standard of living, and that of my spouse and children and other persons customarily supported by or legally entitled to be supported by me. My agent's powers include but are not limited to the power to:

- (a) Pay for medical, dental and surgical care, living quarters, usual vacations and travel expenses, shelter, clothing, food, appropriate education and other living costs.
- (b) Continue arrangements with respect to automobiles or other means of transportation, charge accounts, discharge of any services or duties assumed by me to any parent, relative or friend, contributions or payments incidental to membership or affiliation in any church, club, society or other organization.

(10) Government benefits

My agent may act for me in all matters that affect my right to government benefits,

including Social Security, Medicare, Medicaid, or other governmental programs, or civil or military service. My agent's powers include but are not limited to the power to:

- (a) Prepare, execute, file, prosecute, defend, submit to arbitration or settle a claim on my behalf to benefits or assistance, financial or otherwise.
- (b) Receive the proceeds of such a claim and conserve, invest, disburse or use them on my behalf.

(11) Retirement plan transactions

My agent may act for me in all matters that affect my retirement plans. My agent's powers include but are not limited to the power to select payment options under any retirement plan in which I participate, make contributions to those plans, exercise investment options, receive payment from a plan, roll over plan benefits into other retirement plans, designate beneficiaries under those plans and change existing beneficiary designations.

(12) Tax matters

My agent may act for me in all matters that affect my local, state and federal taxes. My agent's powers include but are not limited to the power to:

- (a) Prepare, sign and file federal, state, local and foreign income, gift, payroll, Federal Insurance Contributions Act returns and other tax returns, claims for refunds, requests for extension of time, petitions, any power of attorney required by the Internal Revenue Service or other taxing authority, and other documents.
- (b) Pay taxes due, collect refunds, post bonds, receive confidential information, exercise any election available to me and contest deficiencies determined by a taxing authority.

(13) Gift transactions

My agent may make gifts and other transfers of my property without consideration or with less than full consideration, including forgiveness of debts owed to me and completion of charitable pledges that I have made. However, my agent shall not (i) appoint, assign or designate any of my assets, interests or rights directly or indirectly to himself or herself, or his or her estate or creditors, or the creditors of his or her estate, (ii) disclaim assets to which I would otherwise be entitled if the effect of the disclaimer is to cause such assets to pass directly or indirectly to my agent or his or her estate, or (iii) use my assets to discharge any of his or her legal obligations,

including any obligation of support owed to others, excluding me and those I am legally obligated to support.

I understand the importance of the powers I delegate to my agent in this document. I recognize that the document gives my agent broad powers over my assets, and that these powers will become effective as soon as I sign this document and continue indefinitely unless I revoke this durable power of attorney.

Signed this 12th day of September, 2008

State of California, County of Placer

Signature: Florence Richards
AKA FLORENCE JANE RICHARDS,
FLORENCE J. RICHARDS

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California)
) ss.
County of Placer)

On 9/12/08 before me, Tammy Slade, a notary public, personally appeared

Florence J. Richards

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.



[NOTARIAL SEAL]

WITNESS my hand and official seal.
Tammy Slade
Notary Public for the State of California

My commission expires: 7/22/08