

**RECORDING COVER SHEET**

ORS 205.234

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46416AM**2015-005753****Klamath County, Oregon****06/03/2015 02:18:45 PM****Fee: \$187.00**

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Reference: 46416AM

Please print or type information.

**1. AFTER RECORDING RETURN TO –**

Required by ORS 205.180(4) &amp; 205.238:

Name: AmeriTitleAddress: 300 Klamath Ave.City, ST Zip: Klamath Falls, OR 97601**2. TITLE(S) OF THE TRANSACTION(S) – Required by ORS 205.234(1)(a)**

Note: "Transaction" means any action required or permitted by law to be recorded, including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property. Enter descriptive title for the instrument:

**Document Title(s):** Durable Power of Attorney**3. DIRECT PARTY / GRANTOR Names and Addresses – Required by ORS 205.234(1)(b)**  
for Conveyances list Seller; for Mortgages/Liens list Borrower/Debtor**Grantor Name & Address:** Emilia Montserrat Vance**Grantor Name & Address:** \_\_\_\_\_**Grantor Name & Address:** \_\_\_\_\_**Grantor Name & Address:** \_\_\_\_\_**4. INDIRECT PARTY / GRANTEE Names and Addresses – Required by ORS 205.234(1)(b)**  
for Conveyances list Buyer; for Mortgages/Liens list Beneficiary/Lender/Creditor**Grantee Name & Address:** Jorge Rolando Hernandez**Grantee Name & Address:** \_\_\_\_\_**Grantee Name & Address:** \_\_\_\_\_**Grantee Name & Address:** \_\_\_\_\_**5. For an instrument conveying or contracting to convey fee title, the information required by ORS 93.260:****UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:**Name: n/a

Address: \_\_\_\_\_

City, ST Zip: \_\_\_\_\_

**6. TRUE AND ACTUAL CONSIDERATION – Required by ORS 93.030 for an instrument conveying or contracting to convey fee title or any memorandum of such instrument:**\$ n/a**7. TAX ACCOUNT NUMBER OF THE PROPERTY if the instrument creates a lien or other interest that could be subject to tax foreclosure. – Required by ORS 312.125(4)(b)(B)**Tax Acct. No.: n/a

**DURABLE POWER OF ATTORNEY**  
**OF**  
**EMILIA MONTSERRAT VANCE**

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**DURABLE POWER OF ATTORNEY FOR EMILIA MONTSERRAT VANCE**

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**DURABLE POWER OF ATTORNEY  
OF  
EMILIA MONTSERRAT VANCE**

**Introductory Provision.** I, **EMILIA MONTSERRAT VANCE**, hereby appoint **JORGE ROLANDO HERNANDEZ** to serve as my agents, all of whom are collectively referred to herein as my "Agent," to exercise jointly, by the unanimous consent of all of them at any time so serving, the powers and discretions set forth below. The affidavit or certificate under penalty of perjury of any of my Agents shall be conclusive evidence insofar as third parties are concerned that any act of such Agent has been authorized by the unanimous consent of all of my Agents.

**Statement of Intent to Create Durable Power of Attorney Under State Statute.** By this instrument I intend to create a Durable Power of Attorney under California law.

**Revocation of Prior Powers of Attorney.** I hereby revoke all powers of attorney, general and/or limited, heretofore created by me as principal and terminate all agency relationships created thereunder, including those of all successor Agents named therein, if any, except that powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to, and withdraw funds from accounts to which I am a signatory or granting access to a safe deposit box shall not be revoked, but shall continue in full force and effect.

**Delegation of All Powers Lawful to Delegate.** I herewith delegate to my Agent each and every power that I may lawfully delegate, subject only to those limitations specifically set forth in this instrument.

**ARTICLE I  
ASSET POWERS**

**Introduction.** My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible, and mixed, as follows:

(1) **Power to Sell.** To sell any and every kind of property that I may own now or in the future, real, personal, intangible, and/or mixed, including without being limited to contingent and expectant interests, marital rights, and any rights of survivorship incident to joint tenancy or tenancy by the entirety, on such terms and conditions and security as my Agent shall deem appropriate and to grant options with respect to sales thereof; to make such disposition of the proceeds of such sale or sales, including expending such proceeds for my benefit, as my Agent shall deem appropriate.

(2) **Power to Buy.** To buy every kind of property, real, personal, intangible, and/or mixed, on such terms and conditions as my Agent shall deem appropriate; to obtain options with respect to such purchases; to arrange for appropriate disposition, use, safekeeping, and/or insuring of any such property; to borrow money for the purposes described herein and to secure such

borrowings in such manner as my Agent shall deem appropriate; to use any credit card held in my name to make such purchases and to sign such charge slips as may be necessary to use such credit cards; to repay from any funds belonging to me any money borrowed and to pay for any purchases made or cash advanced using credit cards issued to me.

(3) **Power to Invest.** To invest and reinvest all or any part of my property in any property or interests, including undivided interests, in property, real, personal, intangible, and/or mixed, wherever located, including without being limited to securities of all kinds, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective, or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to sell, including short sales, and terminate any investments whether made by me or my Agent; to establish, utilize, and terminate savings and money market accounts with financial institutions of all kinds; to establish, utilize, and terminate accounts with securities brokers and in such accounts, to make short sales and to buy on margin, and, for such purposes, my Agent may pledge any securities so held or purchased with such brokers as security for loans and advances made to the account; to establish, utilize, and terminate agency accounts with corporate fiduciaries; to employ, compensate, and terminate the services of financial and investment advisors and consultants.

(4) **Power to Manage Real Property.** With respect to real property, including but not limited to any real property I may hereafter acquire or receive and my personal residence, my Agent is authorized to lease, sublease, release; to eject and remove tenants or other persons from, and recover possession of by all lawful means; to accept real property as a gift or as security for a loan; to collect, sue for, receive, and receipt for rents and profits and to conserve, invest, or utilize any and all of such rents, profits, and receipts for the purposes described in this paragraph; to do any act of management and conservation, to pay, compromise, or to contest tax assessments and to apply for refunds in connection therewith; to employ laborers; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements over; to maintain, protect, repair, preserve, insure, build on, demolish, alter, or improve all or any part thereof; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real property from a lien; to sell and to buy real property; to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by my Agent.

(5) **Power to Manage Personal Property.** With respect to personal property, to lease, sublease, and release; to recover possession of by all lawful means; to collect, sue for, receive, and receipt for rents and profits therefrom; to maintain, protect, repair, preserve, insure, alter, or improve all or any part thereof; to sell and to buy the same or other personal property; to mortgage or grant deeds of trust, pledge and/or grant other security interests in any personal property or intangibles now or hereafter owned by me, whether acquired by me or for me by my Agent.

(6) **Power to Operate Businesses.** To continue the operation of any business (including a ranch or farm) belonging to me or in which I have a substantial interest, for such time and in such manner as my Agent shall deem appropriate, including but not limited to hiring and discharging

my employees, paying my employees' salaries and providing for employee benefits, employing legal, accounting, financial, and other consultants; continuing, modifying, terminating, renegotiating, and extending any contractual arrangements with any person, firm, association, or corporation whatsoever made by me or on my behalf; executing business tax returns and other government forms required to be filed by my business, paying all business related expenses, transacting all kinds of business for me in my name and on my behalf, contributing additional capital to the business, changing the name and/or the form of the business, incorporating the business, entering into such partnership agreement with other persons as my Agent shall deem appropriate, joining in any plan of reorganization, consolidation, or merger of such business, selling, liquidating, or closing out such business at such time and on such terms as my Agent shall deem appropriate, and representing me in establishing the value of any business under "buy-out" or "buy-sell" agreements to which I may be a party; to create, continue, or terminate retirement plans with respect to such business and to make contributions which may be required by such plans; to borrow and pledge business assets; to exercise any right, power, privilege, or option I may have or may claim under any contract of partnership whether as a general, special, or limited partner; to modify or terminate my interest on such terms and conditions as my Agent may deem appropriate; to enforce the terms of any such partnership agreement for my protection, whether by action, proceeding, or otherwise as my Agent shall deem appropriate; to defend, submit to arbitration, settle, or compromise any action or other legal proceeding to which I am a party because of my membership in such partnership.

(7) **Power to Exercise Rights in Securities.** To exercise all rights with respect to corporate securities which I now own or may hereafter acquire, including the right to sell, grant security interests in, and to buy the same or different securities; to establish, utilize, and terminate brokerage accounts, including margin accounts; to make such payments as my Agent deems necessary, appropriate, incidental, or convenient to the owning and holding of such securities; to receive, retain, expend for my benefit, invest, and reinvest, or make such disposition of as my Agent shall deem appropriate all additional securities, cash, or property, including the proceeds from the sales of my securities, to which I may be or become entitled by reason of my ownership of any securities; to vote at all meetings of security holders, regular or special; to lend money to any corporation in which I hold any shares and to guarantee or endorse loans made to such corporation by third parties.

(8) **Power to Demand and Receive.** To demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest, or make such other appropriate disposition of as my Agent deems appropriate, all cash, rights to the payment of cash, property, real, personal, intangible, and/or mixed, debts, dues rights, accounts, legacies, bequests, devises, dividends, annuities, rights, and/or benefits to which I am now or may in the future become entitled, regardless of the identity of the individual or public or private entity involved, including but not limited to benefits payable to or for my benefit by any governmental agency or body, such as Supplemental Social Security (SSI), Medicaid, Medicare, and Social Security Disability Insurance (SSDI) and for the purposes of receiving Social Security benefits, my Agent is herewith appointed my "Representative Payee"; to utilize all lawful means and methods to recover such assets and/or rights, qualify me for such benefits, and claim such benefits on my behalf, and to compromise claims and grant discharges in regard to the matters described herein; to utilize all lawful means and methods to recover such assets and/or rights, qualify me for such benefits and claim such



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

(9) **Power to Exercise Elective Share Rights.** To elect to take against any will and conveyances of any person, if appropriate; to retain any property which I have the right to elect to retain; to file petitions pertaining to the election, including petitions to extend the time for electing and petitions for orders, decrees, and judgments; and to take all other actions that my Agent deems appropriate in order to effectuate the election; provided, however, that if any such actions by my Agent require the approval of any court, my Agent is authorized to seek such approval.

(10) **Power with Respect to Employment Benefits.** To create and contribute to an employee benefit plan, including a plan for a self-employed individual, for my benefit; to elect retirement on my behalf; to select any payment option under any IRA or employee benefit plan in which I am a participant, including plans for self-employed individuals, or to change options I have selected; to make voluntary contributions to such plans; to make "roll-overs" of plan benefits into other retirement plans; to apply for and receive payments and benefits; to waive rights given to nonemployee spouses under state or federal law; to borrow money and purchase assets therefrom and sell assets thereto, if authorized by any such plans; to make revocable and irrevocable beneficiary designations and to change revocable beneficiary designations; to consent and/or waive consent in connection with the designation of beneficiaries and the selection of joint and survivor annuities under any employee benefit plan.

(11) **Power with Respect to Bank Accounts.** To establish accounts of all kinds, including checking and savings, for me with financial institutions of any kinds, including but not limited to banks and thrift institutions; to modify, terminate, make deposits to and write checks on, or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am an authorized signatory, except accounts held by me in a fiduciary capacity, whether or not any such account was established by me or for me by my Agent, to negotiate, endorse, or transfer any checks or other instruments with respect to any such accounts; to contract for any services rendered by any bank or financial institution, and to execute, on my behalf as principal, agency or power of attorney forms furnished by any bank with respect to accounts with such bank, appointing as my Agent or any other person or persons. If more than one Agent shall be serving concurrently, then the signature of any one of them shall be sufficient for the purpose of endorsing for deposit to, and drawing checks or drafts on, any bank account of mine.

(12) **Power with Respect to Safe-Deposit Boxes.** To contract with any institution for the maintenance of a safe-deposit box in my name; to have access to all safe-deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe-deposit box was executed by me, either alone or jointly with others, or by my Agent in my

name; to add to and remove from the contents of any such safe deposit box and to terminate any and all contracts for such boxes.

**(13) Power with Respect to Legal and Other Actions.** To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial, or administrative hearings, actions, suits, proceedings, attachments, arrests, or distresses involving me in any way, including but not limited to claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that the loss resulting therefrom will or may be imposed on me and otherwise engage in litigation involving me, my property, or any interest of mine, including any property or interest or person for which or whom I have or may have any responsibility.

**(14) Power to Manage Membership Plans and Accounts.** My Agent is authorized to manage and use on my behalf membership plans and accounts, including but not limited to "frequent flyer" accounts, "frequent purchaser" accounts, rebate plans, etc.; to establish new accounts in my name; to withdraw from or use the benefits of such accounts for my benefit; to close such accounts; and to transfer any benefits to a spouse, if any, or to individuals designated as permissible beneficiaries designated in this document, if any, to receive gifts.

**(15) Power to Borrow Money (Including Insurance Policy Loans).** To borrow money from any lender for my account on such terms and conditions as my Agent shall deem appropriate and to secure such borrowing by the granting of security interests in any property or interests in property which I may now or hereafter own; to borrow money on any life insurance policies owned by me on my life for any purpose and to grant a security interest in such policy to secure any such loans, including the assignment and delivery of any such policies as security; and no insurance company shall be under any obligation whatsoever to determine the need for such loan or the application of the proceeds by my Agent.

**(16) Power to Create, Fund, Amend, and Terminate Trusts Solely for the Benefit of the Principal.** To execute a revocable trust agreement with such trustee or trustees as my Agent shall select, and such trust shall provide that all income and principal shall be paid to me, to some person for my benefit or applied for my benefit in such amounts as I or my Agent shall request or as the trustee or trustees shall determine, and that on my death any remaining income and principal shall be paid to my personal representative, and that the trust may be revoked or amended by me or my Agent at any time and from time to time; provided, however, that any amendment by my Agent must be such that by law or under the provisions of this instrument such amendment could have been included in the original trust agreement; to deliver and convey any or all of my assets to the trustee or trustees thereof; to add any or all of my assets to such a trust already in existence at the time of the creation of this instrument or created by me at any time thereafter; and for the purpose of funding any trust, to enter and remove any of my assets from any safe-deposit box of mine, whether the box is registered in my name alone or jointly with one or more persons.

**(17) Power to Fund Trusts Created by the Principal.** To transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any and all of my cash, property, or interests in property, including any

rights to receive income from any source; and for this purpose to enter and remove from any safe-deposit box of mine, whether the box is registered in my name alone or jointly with one or more other persons, any of my assets and to execute such instruments, documents and papers to effect the transfers described herein as may be necessary, appropriate, incidental, or convenient; to make such transfers absolutely in fee simple or for my lifetime only with the remainder or reversion of the property so transferred, remaining in me so that such property will be disposed of at my death by my will or by the intestacy laws of the state in which I shall die a resident.

**(18) Power to Withdraw Funds from Trusts.** To withdraw and/or receive the income or corpus of any trust over which I may have a right of receipt or withdrawal; to request and receive the income or corpus of any trust with respect to which the trustee thereof has the discretionary power to make distributions to or on my behalf, and to execute and deliver to such trustee or trustees a receipt and release or similar document for the income or corpus so received; to exercise in whole or in part, release or let lapse any power of appointment held by me, whether general or special, or any power of amendment or revocation under any trust including any trust with respect to which I may exercise any such power only with the consent of another person, even if my Agent is such other person, whether or not such power of appointment was created by me, subject, however, to any restrictions on such exercise imposed on my Agent and set forth in other provisions of this instrument.

**(19) Power to Renounce and Resign from Fiduciary Positions.** To renounce any fiduciary position to which I have been or may be appointed or elected, including but not limited to personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation; and any governmental or political office or position to which I have been or may be elected or appointed; to resign any such positions in which capacity I am presently serving; to file an accounting with a court of competent jurisdiction or settle on a receipt and release or such other informal method as my Agent shall deem appropriate.

**(20) Power to Disclaim, Renounce, Release, or Abandon Property Interests.** To renounce and disclaim any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession; to release or abandon any property or interest in property or powers which I may now or hereafter own, including any interests in or rights over trusts, including the right to alter, amend, revoke, or terminate, and to exercise any right to claim an elective share in any estate or under any will. In exercising such discretion, my Agent shall consider any reduction in estate or inheritance taxes that may be due on my death, and the effect of such renunciation or disclaimer on persons interested in my estate and persons who would receive the renounced or disclaimed property; provided, however, that my Agent shall make no disclaimer that is expressly prohibited by other provisions of this instrument.

**(21) Power with Respect to Insurance.** To purchase, maintain, surrender, collect, or cancel (a) life insurance or annuities of any kind on my life or the life of any one in whom I have an insurable interest, (b) liability insurance protecting me and my estate against third party claims, (c) hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, long-term care insurance, and disability income insurance for me or any of my dependents, and (d) casualty insurance insuring assets of mine against loss or damage due to fire, theft or other

commonly insured risk; to pay all insurance premiums, to select any options under such policies; to increase coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses, and the foregoing powers shall apply to private and public plans, including but not limited to Medicare, Medicaid, SSI, and Worker's Compensation.

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

(23) **Power to Create Qualified State Tuition Plans.** My Agent is authorized to create and fund one or more "qualified state tuition plans" created under section 529 of the Internal Revenue Code as hereinafter described.

Beneficiaries of any Qualified State Tuition Plan(s) shall be the following:

(24) **Power to Make Gifts.** To make gifts, grants, or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness), to such person or organizations as my Agent shall select but the recipients of any such gifts shall be limited to: ; provided, however, that if a gift is made to a descendant of mine by my Agent, then my Agent shall make a gift of substantially equal value to all other descendants of mine in the same generation; provided, however, that my Agent shall not make any gifts that are not excluded from gift tax by my federal gift tax annual exclusion (unless I am married and my spouse has agreed to consent to "gift-splitting" under section 2513 of the Internal Revenue Code in which case such gifts shall not exceed the amount that may be excluded from the federal gift tax by the federal gift tax annual exclusions available to my spouse and me) and this annual right shall be noncumulative and shall lapse at the end of each calendar year; provided, however, my Agent shall not make any gifts to my Agent, my Agent's creditors, or the creditors of my Agent's estate, nor to any person whom my

Agent has any obligation to support; to make payments for the college and postgraduate tuition of any descendant of mine; to make payments for the medical expenses of any descendant of mine; if I am married to consent to the splitting of gifts under section 2513 of the Internal Revenue Code and any successor sections thereto and/or similar provisions of any state or local gift tax laws; to prepare, execute, and file any gift tax return required by any such gift and pay any gift tax that may arise by reason of such gift; provided, however, that gifts made by my Agent to a charitable, scientific, or educational institution or organization must qualify for a charitable deduction under the income and gift tax provisions of the Internal Revenue Code as from time to time amended.

**(25) Power to Provide Support to Others.** To support and/or continue to support any person whom I have undertaken to support or to whom I may owe an obligation of support, in the same manner and in accordance with the same standard of living as I may have provided in the past, adjusted if necessary by circumstances and inflation, including but not limited to the payment of real property taxes, payments on loans secured by my residence, maintenance of my residence, food, clothing, and shelter, health care, dental and psychiatric care, normal vacations and travel expenses, and education, including education at vocational and trade schools, training in music, stage, arts, and sports, special training provided at institutions for the mentally or physically handicapped, undergraduate and graduate study in any field at public or private universities, colleges, or other institutions of higher learning, and in providing for such education to pay for tuition, books, and incidental charges made by the educational institutions, travel costs to and from such institutions, room and board, and a reasonable amount of spending money.

**(26) Power to Make Loans.** To lend money and property at such interest rate, if any, and on such terms and conditions, and with such security, if any, as my Agent may deem appropriate; to renew, extend, and modify any such loans or loans that I may have previously made; to guarantee the obligations of any such person; to consent to the renewal, extension, and modification of such obligations; provided, however, that my Agent shall not lend my money or property to my Agent, but this provision shall not be interpreted to require that any loan made by me personally, and not on my behalf by any agent, to my Agent, must be repaid earlier than (i) its scheduled maturity date or (ii) in case of a demand note, that demand for payment be made unreasonably.

**(27) Power to Care for Pets.** My Agent is authorized to take possession of my pets and maintain them in the standard of care and health as I cared for them. In exercising such authority, my Agent is authorized to expend or otherwise use reasonable amounts of my funds as may be necessary or appropriate to provide for the health, care, exercise, and welfare of such pets including, but not limited to, veterinary care, food, toys, and kennel fees.

## **ARTICLE II CARE AND CONTROL OF THE PERSON**

**Introduction.** My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

**(1) Power to Provide for Principal's Support.** To do all acts necessary for maintaining my customary standard of living, to provide a place of residence by purchase, lease or other

arrangement, or by payment of the operating costs of my existing place of residence, including interest, amortization payments, repairs, and taxes, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food, and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home, or similar establishment, or in my own residence should I desire it, and to assure that all of my essential needs are provided for at such a facility or in my own residence, as the case may be. If in the judgment of my Agent I will never be able to return to my place of residence from a hospital, hospice, nursing home, convalescent home, or similar establishment, to lease, sublease, or assign my interest as lessee in any lease or protect or sell or otherwise dispose of my place of residence, investing the proceeds of any such sale as my Agent deems appropriate, for such price and on such terms, conditions, and security, if any, as my Agent shall deem appropriate; and to store and safeguard or sell for such price and on such terms, conditions, and security, if any, as my Agent shall deem appropriate or otherwise dispose of any items of tangible personal property remaining in my place of residence which my Agent believes I will never need again, and pay all costs thereof. As an alternative to such storage and safeguarding, to transfer custody and possession, but not title, for such storage and safekeeping of any such tangible personal property of mine to the person, if any, named in my will or any trust as the recipient of such property entitled to receive such property on my death.

(2) **Power to Provide for Personal Care.** My Agent may make all decisions related to my personal care, including but not limited to, providing for my food and clothing, transportation, recreation, entertainment, and other activities of daily life.

(3) **Power to Provide for Recreation and Travel.** To provide opportunities for me to engage in recreational and sports activities, including travel, as my health permits.

(4) **Power to Provide for Spiritual or Religious Needs.** To provide for the presence and involvement of religious clergy or spiritual leaders in my care, provide them access to me at all times, maintain my memberships in religious or spiritual organizations or arrange for membership in such groups, and enhance my opportunities to derive comfort and spiritual satisfaction from such activities, including religious books, tapes, and other materials.

(5) **Power to Provide for Companionship.** To provide for such companionship for me as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself.

(6) **Power to Make Advance Funeral Arrangements.** To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate; if I have not previously done so myself.

(7) **Power to Change Domicile.** To establish a new residency or domicile for me, from time to time and at any time, within or without the state, and within or without the United States, for such purposes as my Agent shall deem appropriate, including but not limited to any purpose for which this instrument was created.

(8) **Designation of Agent as HIPAA Personal Representative.** This Durable Power of Attorney authorizes my Agent to act on my behalf pertaining to me and my property. Some of these decisions also deal with decisions that relate to my health and health care matters. I therefore grant and confirm that my Agent also shall be treated as a "personal representative" under the Health Insurance Portability and Accountability Act of 1996 and its regulations (including 45 C.F.R. § 164.502(g)(2)) for all purposes relating to my "protected health information." My Agent is authorized to request and receive all "protected health information" and all other types of my medical records and information from my doctors, hospitals, and any other medical facility or provider.

### **ARTICLE III HEALTH CARE**

**Introduction.** My Agent is authorized in my Agent's discretion from time to time and at any time to exercise the authority described below relating to matters involving my health care. In exercising the authority granted to my Agent herein, I first direct my Agent to try to discuss with me the specifics of any proposed decision regarding my health care and treatment if I am able to communicate in any manner, however rudimentary. If I am unable to consent, or refuse to consent, to health care, and my Agent cannot determine the choice I would want made under the circumstances, my Agent shall give, withhold, modify, or withdraw such consent for me based on any health care choices that I may previously have expressed on the subject while competent, whether under this instrument or otherwise. If my Agent cannot determine the treatment choice I would want made under the circumstances, then my Agent shall make such choice for me based on what my Agent believes to be in my best interests. Accordingly, my Agent is authorized as follows:

(1) **Power of Access and Disclosure of Medical Records and Other Personal Information.** To request, receive, and review any information, including both verbal or written, regarding my personal affairs or my physical or medical health, including medical and hospital records and any "protected health information" as defined by the Health Insurance Portability and Accountability Act ("HIPAA"), and to execute any releases or other documents that may be required to obtain such information, and to disclose or deny such information to such persons, organizations, firms, or corporations as my Agent shall deem appropriate. The Agent shall have powers granted by all applicable state and federal law, including HIPAA. For such purposes, I do hereby designate my Agent as my "personal representative" with all the authority granted to such person under HIPAA. The Agent may grant releases to hospital staff, physicians, and other health care providers who act in reliance on instructions given by my Agent or who render written opinions to the Agent from all liability for damages. This authorization is intended to provide my health care providers with the authorization necessary to allow each of them to disclose such general medical information and protected health information regarding me to the above designated agents. The information disclosed by any such health care provider pursuant to this authorization is subject to further disclosure and use by such designated agents and may thereafter no longer be protected by such privacy rules. This authorization shall remain in effect until the earlier of its revocation by me or my death.

(2) **Psychiatric Records.** My Agent is authorized to request, receive, and review any information, including, both verbal or written, regarding my psychiatric or mental health, including psychiatric records, psychiatric notes, and hospital records and any "protected health information" as defined by the Health Insurance Portability and Accountability Act ("HIPAA"), and to execute any releases or other documents that may be required to obtain such information, and to disclose or deny such information to such persons, organizations, firms, or corporations as my Agent shall deem appropriate. The Agent shall have powers granted by all applicable state and federal law including HIPAA. For such purposes, I do hereby designate my Agent as my "personal representative" with all the authorities granted to such person under HIPAA. The Agent may grant releases to hospital staff, physicians, and other health care providers who act in reliance on instructions given by my Agent or who render written opinions to the Agent from all liability for damages. This authorization is intended to provide my health care providers with the authorization necessary to allow each of them to disclose such general psychiatric information and protected health information regarding me to the above designated agents. The information disclosed by any such health care provider pursuant to this authorization is subject to further disclosure and use by such designated agents and may thereafter no longer be protected by such privacy rules. This authorization shall remain in effect until the earlier of its revocation by me or my death.

(3) **Power to Obtain Medical Records to Determine Incapacity.** When it is necessary or appropriate to inquire about the physical or mental health of the Principal and notwithstanding any condition precedent otherwise contained in the document, the Agent is authorized to request, receive, and review any information, verbal or written, regarding the Principal's physical or mental health, including medical and hospital records. The Agent may execute any releases or other documents that may be required to obtain such information and to disclose such information to such persons, organizations, firms, or corporations as my Agent shall deem appropriate. The Agent shall have powers granted by all applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA"). For such purposes, I do hereby designate my Agent as my "personal representative" with all the authorities granted to such person under HIPAA. The Agent may grant releases to hospital staff, physicians, and other health care providers who act in reliance on instructions given by my Agent or who render written opinions to the Agent from all liability for damages. This authorization is intended to provide my health care providers with the authorization necessary to allow each of them to disclose such general medical information and protected health information regarding me to the above designated agents. The information disclosed by any such health care provider pursuant to this authorization is subject to further disclosure and use by such designated agents and may thereafter no longer be protected by such privacy rules. This authorization shall remain in effect until the earlier of its revocation by me or my death.

(4) **Power to Employ and Discharge Health Care Personnel.** To employ and discharge health care personnel including physicians, psychiatrists, dentists, nurses, and therapists as my Agent shall deem necessary for my physical, mental and emotional well-being, and to pay them, or cause them to be paid, reasonable compensation.

(5) **Power to Give, Withhold, or Withdraw Consent to Health Care Treatment.** To give, withhold, withdraw, or modify consent to any health care procedures, tests, or treatments, including surgery; to arrange for my hospitalization, convalescent care, hospice, or home care; to



summon paramedics or other emergency medical personnel and seek emergency treatment for me, as my Agent shall deem appropriate; to give, withhold, withdraw, or modify consent to such procedures, tests, and treatments, as well as hospitalization, convalescent care, hospice, or home care which I or my Agent may have previously allowed or consented to or which may have been implied due to emergency conditions. My Agent's decisions should be guided by taking into account (1) the provisions of this instrument, (2) any reliable evidence of preferences that I may have expressed on the subject whether before or after the execution of this document, (3) what my Agent believes I would want done in the circumstances if I were able to express myself, and (4) any information given to my Agent by the physicians treating me as to my health care diagnosis and prognosis and the intrusiveness, pain, risks, and side effects of the treatment.

**(6) Power to Give or Withhold Consent to Psychiatric Treatment.** To arrange, on the execution of a certificate by two independent psychiatrists who have examined me and in whose opinions I am in immediate need of hospitalization because of mental disorder, alcoholism, or drug abuse, for my voluntary admission to an appropriate hospital or institution for treatment of the diagnosed problem or disorder; to arrange for private psychiatric and psychological treatment for me; and to revoke, modify, withdraw, or change consent to such hospitalization, institutionalization, or private treatment which I or my Agent may have previously given. The consent of my Agent to my hospitalization for psychiatric help, alcoholism, or drug abuse shall have the same legal effect, subject to applicable local law, as a voluntary admission made by me.

**(7) Power to Maintain Me in My Residence.** To take whatever steps are necessary or advisable to enable me to remain in my personal residence as long as it is reasonable under the circumstances. I realize that my health may deteriorate so that it becomes necessary to have round-the-clock nursing care if I am to remain in my personal residence, and I direct my Agent to obtain such care, including any equipment that might assist in such care, as is reasonable under the circumstances. Specifically, I do not want to be hospitalized or put in a convalescent or similar home as long as it is reasonable to maintain me in my personal residence.

**(8) Power to Exercise My Health Care Right of Privacy.** To exercise all state and federal rights that I may have, including but not limited to my right of privacy to make decisions regarding my health care even though the exercise of those rights might hasten my death or be contrary to conventional health care advice.

**(9) Power to Authorize Relief from Pain.** To consent to and arrange for the administration of pain-relieving drugs of any kind, or other surgical or health care procedures calculated to relieve my pain, including unconventional pain-relief therapies which my Agent believes may be helpful to me, even though such drugs or procedures may lead to permanent physical damage, addiction, or even hasten the moment of, but not intentionally cause, my death.

**(10) Power to Grant Releases.** To grant, in conjunction with any instructions given under this Article, releases to hospital staff, physicians, nurses and other health care providers who act in reliance on instructions given by my Agent or who render written opinions to my Agent in connection with any matter described in this Article from all liability for damages suffered or to be suffered by me; to sign documents titled or purporting to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice" as well as any necessary waivers of or releases from

liability required by any hospital or physician to implement my wishes regarding medical treatment or non-treatment.

#### **ARTICLE IV REFUSAL OF HEALTH CARE TREATMENT**

**Introduction and Recitals.** I wish to live and enjoy life as long as possible. However, I do not wish to receive health care treatment that will only postpone the moment of my death from an incurable and terminal condition or prolong an irreversible coma. For purposes of this instrument, (1) "terminal condition" shall refer to a condition that is reasonably expected to result in my death within twelve (12) months regardless of the treatment I may receive, and (2) "irreversible coma" shall refer to a permanent loss of consciousness from which there is no reasonable possibility that I will return to a cognitive and sapient life and shall include but shall not be limited to that condition known as a persistent vegetative state.

Therefore, if two licensed qualified physicians who are familiar with my condition have diagnosed and noted in my medical records that:

- (i) I am unable to give informed consent to health care treatment that is proposed or available for my condition and my condition is terminal as defined above, or
- (ii) I have been in a coma for at least sixty (60) days and that the coma is irreversible as defined above,

then my Agent is authorized to:

- (1) Direct that health care which will only postpone the moment of my death or prolong my irreversible coma, whether or not such treatment is directed toward my terminal condition, be withheld or, if previously begun, to direct that such treatment be withdrawn whether or not such treatment is related to my terminal condition or irreversible coma; and
- (2) Request, require, or consent to the writing of a "No-Code" or "Do Not Resuscitate" order by any of my attending physician; and
- (3) Sign on my behalf any documents necessary to carry out the authorizations described in this instrument, including waivers or releases of liability required by any health care provider; and
- (4) Order whatever is appropriate to keep me as comfortable and free of pain as is reasonably possible, including the administration of pain relieving drugs of any kind or other surgical or medical procedures calculated to relieve my pain, including unconventional pain-relief therapies which my Agent believes may be helpful, even though such drugs or procedures may lead to permanent physical damage or addiction or hasten the moment of, but not intentionally cause, my death.

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

In exercising the authority given to my Agent herein, my Agent shall first follow the instructions of this document and any other subsequent instructions, oral or written, that I may give my Agent while I am competent. Notwithstanding such instruction, if my Agent cannot determine the treatment choice I would want made under the circumstances, then my Agent should make such choice for me based on what my Agent believes to be in my best interest.

If no Agent designated in this instrument is available or able or willing to serve as my Agent or to exercise the powers granted in this Article, then I request that this instrument be given the same force and effect as any other written expression of intent under applicable law.

It is my intention that this instrument, both as a self-executing document and a delegation of power to my Agent, shall be deemed an exercise of all rights and interests that I may have under the United States Constitution, the constitution of the state of my domicile, state and federal laws, rules, regulations, and decisions, judicial and administrative, to refuse health care treatment, including but not limited to artificial nutrition and artificial hydration.

I authorize my Agent to establish a new residency or domicile for me, from time to time and at any time, within or without the state, and within or without the United States, for the purpose of exercising effectively the powers granted to my Agent in this Article.

In addition, if I have been in an irreversible coma, as defined above, for sixty (60) days or more, or if because of my terminal condition as defined above it is no longer possible to nourish me without severe discomfort, and the two physicians described above also conclude that the nourishment will not improve my physical condition and I will not experience pain as a result of the withdrawal of nutrition and hydration, then my Agent may require that procedures used to provide me with nutrition and hydration, including, by way of example only, all forms of intravenous and parenteral feeding, all forms of tube feeding, and misting, be withheld or, if previously instituted, to require that they be withdrawn.

In addition, my Agent is authorized to receive and retain custody of any instrument signed by me that is effective under law to require the withdrawal or withholding of life sustaining treatment or procedures, including but not limited to a "Living Will," "Directive to Physician," and a "Declaration of Desire for Natural Death" (hereinafter referred to in the aggregate as "Advance Directives"), and if the circumstances described above authorizing my Agent to require that life sustaining treatment be withheld or withdrawn have occurred, then as an alternative or supplemental act, I authorize my Agent to deliver to my physicians, health care providers, and other appropriate recipients this instrument and any other writings and Advance Directives signed by me that express my desire under the circumstances to require the withholding or withdrawal of futile health care treatment, and to instruct such physicians, health care providers, and other appropriate recipients to act immediately in accordance with my desires.

## **ARTICLE V INCIDENTAL POWERS**

**Introduction.** In connection with the exercise of the powers and discretions herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, affidavits, certificates, and papers necessary or appropriate to such exercise or exercises, including without limitation the following:

(1) **Resort to Courts.** To seek on my behalf and at my expense:

(a) A declaratory judgment from any court of competent jurisdiction interpreting the validity of this instrument and any of the acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument.

(b) A mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation, or other entity obligated to comply with instructions given by me.

(c) Actual and punitive damages and the recoverable costs, fees, and expenses of such litigation, against any person, organization, corporation, or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

(2) **Hire and Fire - All Personnel.** To employ, compensate, and discharge such domestic, health care, and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants, and employees as my Agent deems appropriate.

(3) **Sign Documents and Incur Costs in Implementing the Agent's Instructions.** To sign, execute, endorse, seal, acknowledge, deliver, and file or record instruments and documents, including but not limited to contracts, agreements, and conveyances of real and personal property, instruments granting and perfecting security instruments and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions, and certificates. In addition, any Agent of mine who has the authority to incur costs on my behalf may render the bills for such costs to any Agent of mine who has been granted the authority to pay such costs or to any trustee of any revocable living trust of mine, or guardian, committee, or conservator who has authority to pay such costs I request that costs be paid promptly. Any recipient thereof (i.e. my Agent with authority to pay or my trustee) shall promptly pay such costs.

(4) **Payment of Medical Expenses.** My Agent is directed to pay, or cause to be paid, all bills incurred and presented by any agent representing me under a Durable Power of Attorney for Health Care.

(5) **Borrow, Spend, Liquidate, Secure.** To expend my funds and to liquidate my property or to borrow money to produce such funds and to secure any such borrowings with security interests in any property, real, personal, or intangible, that I may now or hereafter own.

(6) **Power to Do Miscellaneous Acts.** To open, read, respond to, and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue, or initiate my membership in organizations and associations of all kinds; to take and give or deny custody of all of my important documents, including but not limited to my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts, and securities and, bearing in mind the confidential nature of such documents, to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, to any interest of mine or to any person for whom I am responsible; to house or provide for housing, support, and maintenance of any animals or other living creatures that I may own and to contract for and pay the expenses of their proper veterinary care and treatment, and if the care and maintenance of such animals or other living creatures shall become unreasonably expensive or burdensome in my Agent's opinion, to irrevocably transfer such animals to some person or persons willing to care for and maintain them.

## **ARTICLE VI THIRD PARTY RELIANCE**

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

(1) **Third Party Liability for Revocation and Amendments.** If this instrument is revoked or amended for any reason, I, my estate, and my Executor or Administrator will hold any person, organization, corporation, or entity, hereinafter referred to in the aggregate as "Person," harmless from any loss suffered or liability incurred by such Person in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such Person of actual written notice of any such revocation or amendment.

(2) **When Less Than the Required Number of Agents May Act.** If this instrument appoints more than one person to act concurrently as my Agent and under the terms of this instrument such persons may act only by the consent of all or by the consent of a specified number of such Agents, then:

- (a) On the death of one or more of such Agents, or
- (b) On the legal and/or mental incapacity of one or more of such Agents (in the opinion and judgment of my remaining Agents, supported by the written opinion of a physician licensed to practice in any state of the United States),  
or

- (c) If the consent of the required number of Agents cannot readily be obtained within the time reasonably available for emergency action or other action necessary to implement the purposes of this instrument,

actions taken with the consent of less than all or less than the specified number of the surviving Agents, as the case may be, shall be valid and enforceable acts under this instrument. Any party dealing with any person named as Agent, including any person named as an Alternate Agent hereunder, may rely conclusively on an affidavit or certificate under penalty of perjury of such Agent that if the consent of any other person or persons named as Agent herein is required in order for affiant or declarant to act, that:

- (i) Affiant or declarant has been given the requisite number of such consents and such consents continue to be effective, or

- (ii) Because of the death, legal or mental incapacity of one or more such other Agents, affiant or declarant either may act alone or has the consent of those Agents as are not deceased or legally or mentally incapacitated, or

- (iii) The consent of other Agents is not required if such consent cannot be readily obtained within the time reasonably available for emergency action or other action necessary to implement the purposes of this instrument.

(3) **No Liability to Third Parties for Reliance on Agent.** No Person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my Executor or Administrator. In addition, no Person who acts in reliance on any representations my Agent may make as to (a) the fact that my Agent's powers are then in effect, (b) the scope of my Agent's authority granted under this instrument, (c) my competency at the time this instrument is executed, (d) the fact that this instrument has not been revoked or amended, or (e) the fact that my Agent continues to serve as my Agent shall incur any liability to me, my estate or my Executor or Administrator for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property by my Agent. Any party dealing with any Person named as Agent (including any Person named as an Alternate Agent hereunder) may rely on as conclusively correct an affidavit or certificate of such Agent that (i) my Agent's powers are then in effect, (ii) the action my Agent desires to take is within the scope of my Agent's authority granted under this instrument, (iii) I was competent at the time this instrument was executed, (iv) this instrument has not been revoked, and/or (v) my Agent continues to serve as my Agent.

(4) **Affidavits or Certificates Given by Agent Bind Principal.** No Person who relies on any affidavit or certificate under penalties of perjury that this instrument specifically authorizes my Agent to execute and deliver to such person shall incur any liability to me, my estate, or my Executor or Administrator for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property by my Agent.

(5) **Authorization to Release Information to Agent.** All Persons from whom my Agent may request information regarding me, my personal or financial affairs, or any information which I am entitled to receive are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate, or my Executor or Administrator for complying with my Agent's requests.

(6) **Authorization to Release Medical Information.** I hereby authorize all physicians and psychiatrists who have treated me, and all other providers of health care, including hospitals, to release to my Agent all information, medical information, psychiatric records, psychiatric notes, and other "protected health information" or photocopies of any records which my Agent may request. If I am incapacitated at the time my Agent shall request such information, all Persons are authorized to treat any such request for information by my Agent as the request of my legal representative and to honor such requests on that basis. The Agent shall have powers granted by all applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA"). For such purposes, I do hereby designate my Agent as my "personal representative" with all the authorities granted to such person under HIPAA. The Agent may grant releases to hospital staff, physicians, and other health care providers who act in reliance on instructions given by my Agent or who render written opinions to the Agent from all liability for damages. I hereby waive all privileges which may be applicable to such information and records and to any communication pertaining to me and made in the course of any confidential relationship recognized by law. This authorization is intended to provide my health care providers with the authorization necessary to allow each of them to disclose such general medical information and protected health information regarding me to the above designated agents. The information disclosed by any such health care provider pursuant to this authorization is subject to further disclosure and use by such designated agents and may thereafter no longer be protected by such privacy rules. This authorization shall remain in effect until the earlier of its revocation by me or my death.

## ARTICLE VII RESTRICTION ON POWERS

**Introduction.** Notwithstanding any provision herein to the contrary, my Agent:

(1) **Prohibition on Power Over Life Insurance on Agent's Life.** Shall have no power or authority whatsoever with respect to any interest in or incidents of ownership in any policy of insurance I may own on the life of my Agent.

(2) **Prohibition on Power Over Prior Transfers.** Shall have no power or authority whatsoever with respect to (a) any irrevocable trust created by my Agent as to which I am a trustee or a beneficiary or (b) any asset given to me by my Agent.

(3) **Prohibition on Power to Benefit Agent.** Shall be prohibited, except as specifically authorized in this instrument, from (a) appointing, assigning, or designating any of my assets, interests, or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (b) exercising any power of appointments I may hold in favor of my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (c)

disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to pass assets directly or indirectly to my Agent or his or her estate, or (d) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others, excluding those whom I am legally obligated to support.

(4) **Prohibition on Exercise of Fiduciary Powers.** Shall be prohibited from exercising any discretionary fiduciary powers that I now hold or may hereafter acquire.

(5) **Avoid Disrupting Principal's Estate Plan.** If it becomes necessary for my Agent to liquidate my assets to provide support for me, or if liquidation or conversion of assets becomes necessary for any other reason, whether specified in this instrument or otherwise, or such liquidation is deemed by my Agent to be appropriate or convenient, I direct that my Agent, to the extent reasonably possible, avoid disrupting the dispositive provisions of any estate plan of mine known to my Agent, whether or not such estate plan is embodied in a will, a trust, non-probate property, or otherwise. If it is necessary to disrupt the dispositive provisions of such plan, then my Agent is directed to use my Agent's best efforts to restore the dispositive provisions of such plan as and when the opportunity to do so is available to my Agent. My Agent shall make reasonable efforts to obtain and review my estate plan and any person having knowledge thereof or possession of any documents implementing such estate plan is authorized to make disclosure thereof to my Agent, and to furnish my Agent with copies of such documents.

## **ARTICLE VIII DURABILITY PROVISION**

**Immediate Power.** This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time.

(1) **Current Authorization for Agent to Obtain Health Care Information.** Notwithstanding any other provision in this Durable Power of Attorney to the contrary and effective immediately, I do hereby authorize all health care providers, including, but not limited to, hospitals, nursing homes, treatment facilities, and other covered entities, and all physicians, nurses, therapists, and other persons who may have provided in the past, or are currently providing, the undersigned with any type of medical, mental, or other types of health care, to disclose to my Agent, as my HIPAA personal representative, and any other successor HIPAA personal representative all information, medical information, psychiatric records, psychiatric notes, and other "protected health information" for the purpose of determining my capacity as defined in this powers of attorney, making health care decisions on my behalf, or as may be required or permitted by state law. The HIPAA personal representative may also give this authorization to substitute individuals to so act in addition to such HIPAA personal representative. This authorization is intended to provide my health care providers with the authorization necessary to allow each of them to disclose such general medical information and protected health information regarding me to the above designated agents. The information disclosed by any such health care provider pursuant to this authorization is subject to further disclosure and use by such designated agents and may thereafter no longer be protected by such privacy rules. This authorization shall remain in effect until the earlier of its revocation by me or my death.



## ARTICLE IX ADMINISTRATIVE PROVISIONS

**Introduction.** The following provisions shall apply:

(1) **Reimbursement and Compensation of Agent.** My Agent shall be entitled to reimbursement for all reasonable costs and expenses, including reasonable attorney's fees, actually incurred and paid by my Agent on my behalf at any time under any provision of this instrument. My Agent shall not be entitled to compensation for services rendered hereunder.

(2) **Agent Accountability.** My Agent shall file with my Auditor, described below, accountings in writing of my Agent's financial and property transactions relating to my assets and property, in reasonable detail and with reasonable supporting documentation, as follows:

(a) **Person to Receive Accounting.** The person appointed as my auditor for purposes of reviewing such accountings shall be the person known to my Agent to be the attorney at law who handles, or has most recently in the past handled, my personal legal affairs, and in particular, the preparation of my Last Will and Testament, and if such attorney shall not be available to receive such accounting, then such accounting shall be filed with any partner, shareholder, or principal of such attorney's firm, and if none are available, then to any attorney of such attorney's firm.

(b) **Frequency of Accountings.** My Agent shall file such accountings with my Auditor on notification by my Auditor in writing, giving reasonable advance notice thereof.

(c) **Disposition of Accountings.** My Auditor may make such disclosure and disposition of any accountings and supporting documentation filed with my Auditor as my Auditor in my Auditor's sole discretion shall deem necessary or appropriate in the circumstances. If my Auditor shall take no action within one hundred twenty (120) days of receipt of an accounting or thirty (30) days after the receipt of the last information requested by my Auditor, whichever is longer, then such accounting shall be deemed to be proper, final, and binding.

(d) **Other Powers of Auditor.** My Auditor at my expense may retain experts and consultants, including certified public accountants, to review the documents my Auditor has obtained from my Agent. My Auditor may also require my Agent to submit such additional information and records and grant such access to information as my Auditor shall reasonably require to carry out my Auditor's responsibilities as described herein. My Auditor may submit to my Agent reasonable statements for the services of my Auditor and my Agent shall pay all such reasonable statements.

(3) **Request that No Guardian or Conservator be Appointed.** By executing this instrument on the advice of legal counsel, I have carefully and deliberately created the means and manner by which I desire that my person and property be cared for, managed, and protected in the event I shall become unable to execute such responsibilities myself. Accordingly, it is my intention and my desire that I herewith express in the strongest possible terms, that no Guardian or Conservator be appointed for me as long as there is an Agent named in this instrument who is willing and able to act and serve under this instrument. I request that any court of competent

jurisdiction that receives and is asked to act on a petition for the appointment of a guardian or conservator for me give the greatest possible weight to my intention and desires as expressed herein.

**(4) Nomination of Agent as Conservator and Guardian for Principal's Children.**

To the extent that I am permitted by law to do so, I herewith nominate, constitute, and appoint my Agent to serve as guardian and/or conservator for my minor children or in any similar representative capacity. If I am not permitted by law to so nominate, constitute, and appoint, then I request in the strongest possible terms that any court of competent jurisdiction which may receive and be asked to act on a petition by any person to appoint a guardian and/or conservator or similar representative for my minor children give the greatest possible weight to this request. If my Agent is unwilling or unable to serve or to continue to serve in such capacity then I nominate, constitute, and appoint my Alternate Agents to serve in such capacity in the order that I have named them in this instrument. If I am not permitted by law to so nominate, constitute, and appoint, then I request in the strongest possible terms that any court of competent jurisdiction which may receive and be asked to act on a petition by any person to appoint a conservator, guardian, or similar representative for my minor children give the greatest possible weight to this request.

**(5) Waiver of Acts of Omission and Commission.** My Agent (and my Agent's estate and Executor or Administrator), acting in good faith, are hereby released and forever discharged from any and all civil liability and from all claims or demands of all kinds whatsoever by me or my estate and Executor or Administrator arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence.

**(6) Waiver of Duty to Produce Income, Authority for Transactions between Agent as Agent and Agent as Individual and Eligibility of Agent to Serve in Other Fiduciary Capacities for Principal.** My Agent shall have no responsibility to make my property productive of income, to increase the value of my estate or to diversify my investments. My Agent shall have no liability for entering into transactions authorized by this instrument with my Agent in my Agent's individual capacity as long as my Agent believes in good faith that such transactions are in my best interests or the best interests of my estate and those persons interested in my estate. My Agent shall be eligible to serve in all other fiduciary capacities, for me or my benefit (but not in my place where I may serve as a fiduciary for others), including but not limited to serving as Trustee, Guardian, Conservator, Committee, Executors or Administrators.

**(7) No Duty to Monitor Health.** My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental capacity to determine if any actions need be taken under this instrument.

**(8) Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

**(9) This Instrument Unaffected by Lapse of Time.** This power of attorney shall be legally unaffected by reason of lapse of time or staleness.

(10) **Agent Authorized to Sign Power of Attorney Forms.** In carrying out the authorizations set forth in this instrument, if in the sole opinion of my Agent it is necessary or convenient for my Agent to sign my name, as Principal, on forms of powers of attorney (the "Forms") required by governmental agencies, corporations or other entities in transactions with me, my Agent is authorized to execute such Forms, and to appoint an agent or other person on the Forms to represent me.

(11) **Agent Authorized to Employ Principal's Attorney.** The Principal requests and authorizes the Agent to employ the attorney who prepared this power of attorney or other attorneys employed by the Principal in connection with the Principal's estate plan and business matters and hereby (a) waives any and all conflicts of interest that might arise through such employment, (b) authorizes all such attorneys to make full disclosure of the Principal's estate plan and business to the Agent and (c) authorizes such attorneys to accept such employment.

(12) **Governing Law and Applicability to Foreign Jurisdictions.** This instrument shall be governed by the laws of the State of California in all respects, including its validity, construction, interpretation, and termination.

(13) **Definitions.** Whenever the word:

(a) "Agent" or any modifying or equivalent word or substituted pronoun therefor is used in this instrument, such word or words shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof. The term "Agent" shall also be included within the definition of a "personal representative" as that term is used by the Health Insurance Portability and Accountability Act ("HIPAA") and its regulations, if health care powers are included in this document. My agent(s) shall each be appointed as my "HIPAA personal representative" pursuant to HIPAA.

(b) "Guardian" or "Conservator" or any modifying or equivalent word or substituted pronoun is used in this instrument, such word or words shall be held and taken to mean respectively the fiduciary, appointed by a court of competent jurisdiction or by other lawful means, responsible for the person and/or the property of an individual.

(14) **Revocation, Amendment, and Resignation.** This instrument may be amended or revoked by me at any time by the execution by me of a written instrument of revocation or amendment, delivered to my Agent and to all Alternate Agents. If this instrument has been filed or recorded in the public records, then the instrument of revocation or amendment shall be filed or recorded in the same public records. My Agent and any Alternate Agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or, in the case of an Agent's resignation, by delivery to the Alternate Agent.

(15) **Substitute or Successor Agent Appointed by Court.** If at any time there is no person serving as Agent named herein, my successor or substitute Agent shall be some suitable

person or institution, appointed by the court having jurisdiction over this instrument, ex parte, without the necessity of a hearing.

**(16) Appointment of Ancillary Agent.** If at any time my Agent deems it necessary or desirable in my Agent's discretion to appoint one or more Agents to act in another jurisdiction under this power of attorney (such Agent or Agents being hereinafter referred to in the aggregate as my "Ancillary Agent") my Agent from time to time and at any time may appoint one or more such Ancillary Agents. In making such appointment my Agent may execute and deliver such documents and instruments including living wills, Declarations of Desire for Natural Death, Health Care Declarations, or Powers of Attorney as may be necessary, desirable, convenient, or proper to effectuate any such ancillary appointment, and my Agent may grant to any Ancillary Agent, some or all of the powers and duties and authorities granted to my Agent hereunder, but may not grant to any such Ancillary Agent powers which are inconsistent with or different from those powers granted to my Agent hereunder.

**(17) Agent's Resignation and Selection of Substitute.** If my Agent desires to resign as my Agent, and there is no successor Agent named in this instrument who is willing and able to serve as my Agent, and I am incapacitated at the time of such resignation, then on such resignation my Agent is authorized and empowered to appoint a substitute Agent to act and serve as my Agent, such appointment to be made in a written instrument that shall be (i) signed by my Agent, (ii) delivered to my substitute Agent, and (iii) attached to this instrument.

**(18) Agent's Death, Incapacity, or Resignation and Selection of Substitute.** At any time after my incapacity, my Agent at any time may appoint a future successor Agent to act and serve as my Agent in the event that my Agent shall die or become mentally incapacitated or shall resign prior to my death, and my Agent at any time during my Agent's service as Agent may also revoke any such appointment theretofore made by my Agent, provided, however, that my Agent may not revoke, modify or supersede any appointment of a successor Agent made by me in this power of attorney. Any appointment made by my Agent shall be made in a written instrument that shall (i) specify the event or events on which such substitution shall become effective, (ii) be signed by my Agent, (iii) be delivered to my substitute Agent, and (iv) be attached to this instrument.

**(19) Counterpart Originals.** If this instrument has been executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

**(20) Photocopies.** My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. Each photocopy shall have the same force and effect as any original.

**(21) Binding Effect.** This instrument and actions taken by my Agent properly authorized hereunder shall be binding on me, my estate and my Executor or Administrator.

## ARTICLE X DECLARATIONS OF THE PRINCIPAL

**Introduction.** As Principal, I make the following declarations relevant to my execution of this Durable Power of Attorney:

(1) **Employment and Assistance of Attorney.** I have employed my attorney to prepare this instrument according to my desires and intentions expressed to my attorney.

(2) **Principal's Review and Acceptance of the Durable Power of Attorney.** The provisions that my attorney has included in this instrument, including but not limited to those referred to in this Article, were discussed with me by my attorney and I have expressly approved the inclusion of such provisions in this instrument.

(3) **Direction to Attorney About Gifts Generally.** I have specifically directed my attorney to authorize my Agent to make gifts under this instrument.

(4) **Legal Advice About Gifts Generally.** My attorney has advised me of the benefits of and the risks involved in making gifts, including specifically the potential impact on my future financial security and the possibilities of abuse of such power.

(5) **Direction to Interpret Power of Attorney Broadly.** It is my intention that the authorizations granted herein shall not be limited by any specific grant of power made in any other provision of this power of attorney, but that instead, limited these authorizations only as described above, shall be given the broadest possible construction permitted by law. I further understand and have had explained to me certain judicial rules of construction that would tend to require that the broad grants made in this power of attorney be given a narrow construction or disregarded altogether. I declare that such rules should have no application to this power of attorney. I further declare that any court of competent jurisdiction that shall interpret or construe the grants of authority made in this power of attorney in any restrictive way shall do so in clear and complete violation of my express intent and in utter disregard of my wishes. I declare that I have been advised by counsel of the breadth of the delegation I have made in this power of attorney and that I understand it and desire it. I also understand that there is always the possibility of abuse of such a broad delegation of power and I accept that risk.

(6) **Direction to Attorney About Exculpatory Clauses.** To induce my Agent to serve as my Agent under this instrument, I have directed my attorney to include in this instrument a provision exculpating my Agent from liability in certain instances.

(7) **Legal Advice About Powers of Attorney Generally.** My attorney has explained to me the purposes of this instrument and, in general, both the applicable law and the consequences of signing it or not signing it. After being so advised, I have executed this document.

(8) **Standards for Validity of Gifts Under This Instrument.** With respect to gifts made by my Agent under this instrument, I do not desire that my Agent be deemed to have a confidential relationship with me, or that the validity of such gifts be subject to scrutiny under

rules applicable to confidential relationship or any other standards except those expressly set forth in this instrument.

(9) **Acceptance of Risk.** I have carefully considered the risks involved in creating this Durable Power of Attorney, and the alternatives to a Durable Power of Attorney, as explained to me by my attorney. I have determined that accepting such risks offers benefits to me that I desire, and I therefore accept such risks.

(10) **Withdrawal of Life Support.** I declare that I have read the provisions of this power of attorney authorizing and/or directing my Agent to withhold or withdraw health care treatment and life support for me under the circumstances specified in this power of attorney, that such provisions have been explained to me to my satisfaction, that I understand such provisions, and that such provisions state my wishes and desires under the circumstances described.

NOV 10  
EV  
July 10, 2013

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney this

Emilia Montserrat Vance  
Principal

**EMILIA MONTSERRAT VANCE, PRINCIPAL**

OR  
OREGON  
~~STATE OF CALIFORNIA~~  
JACKSON  
COUNTY OF ~~SAN FRANCISCO~~

NOV. (OR)

**Notarial Acknowledgment.** On July 10, 2013 before me, Robert Lewis Shepard, Notary Public personally appeared **EMILIA MONTSERRAT VANCE** who 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Robert Lewis Shepard

