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Fee: \$72.00

**DURABLE POWER OF ATTORNEY  
(BUSINESS AND FINANCIAL)  
PAULINE S. BARRERA**

**NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, SUBTITLE P, TITLE 2, TEXAS ESTATES CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.**

You should select someone you trust to serve as your agent (attorney-in-fact). Unless you specify otherwise, generally the agent's (attorney-in-fact's) authority will continue until:

- (1) you die or revoke the power of attorney; or
- (2) your agent (attorney-in-fact) resigns or is unable to act for you; or
- (3) a guardian is appointed for your estate.

I, PAULINE S. BARRERA, P. O. Box 366, Karnes City, Karnes County, Texas 78118, appoint BENJAMIN BARRERA, 3221 W. Cushion Drive, Citrus Springs, Florida, 34433, and LYDIA BARRERA BRADBURY, P. O. Box 996, Tulalake, California 96134, as my agents (attorneys-in-fact), to act for me in any lawful way with respect to all the powers that I have initialed below. BENJAMIN BARRERA and LYDIA BARRERA BRADBURY are authorized to act individually and are encouraged, but shall not be required to consult each other before taking any action authorized under this Power of Attorney.

**TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS LISTED IN (A) THROUGH (M).**

**TO GRANT A POWER, YOU MUST INITIAL THE LINE IN FRONT OF THE POWER YOU ARE GRANTING.**

**TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF THE POWER. YOU MAY, BUT DO NOT NEED TO, CROSS OUT EACH POWER WITHHELD.**

- \_\_\_ (A) Real property transactions;
- \_\_\_ (B) Tangible personal property transactions;
- \_\_\_ (C) Stock and bond transactions;
- \_\_\_ (D) Commodity and option transactions;
- \_\_\_ (E) Banking and other financial institution transactions;
- \_\_\_ (F) Business operating transactions;
- \_\_\_ (G) Insurance and annuity transactions;
- \_\_\_ (H) Estate, trust, and other beneficiary transactions;
- \_\_\_ (I) Claims and litigation;

- \_\_\_\_\_ (J) Personal and family maintenance;  
 \_\_\_\_\_ (K) Benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service;  
 \_\_\_\_\_ (L) Retirement plan transactions;  
 \_\_\_\_\_ (M) Tax matters;  
P B (N) ALL OF THE POWERS LISTED IN (A) THROUGH (M). YOU DO NOT HAVE TO INITIAL THE LINE IN FRONT OF ANY OTHER POWER IF YOU INITIAL LINE (N).

IF LINE (N) IS INITIALED, THIS DOCUMENT SHALL BE CONSTRUED AND INTERPRETED AS A GENERAL POWER OF ATTORNEY AND MY AGENT (ATTORNEY-IN-FACT) SHALL HAVE THE POWER AND AUTHORITY TO PERFORM OR UNDERTAKE ANY ACTION I COULD PERFORM OR UNDERTAKE IF I WERE PERSONALLY PRESENT.

### SPECIAL INSTRUCTIONS:

Special instructions applicable to gifts (**initial in front of the following sentence to have it apply**):

P B **No Gift-Giving Power.** My agent (attorney-in-fact) shall not have the power to make gifts.

\_\_\_\_\_ **Gift-Giving Power Limited to Gift Tax Exclusion.** I grant my agent (attorney-in-fact) the power to apply my property to make gifts outright to or for the benefit of a person, including by the exercise of a presently exercisable general power of appointment held by me, except that the amount of a gift to an individual may not exceed the amount of annual exclusions allowed from the federal gift tax for the calendar year of the gift.

\_\_\_\_\_ **Broad Gift-Giving Power.** My agent (attorney-in-fact) shall have the power and authority to make gifts outright to or for the benefit of any one or more of the following persons or organizations, including by the exercise of a presently exercisable general power of appointment held by me, without the necessity of any court approval or judicial action of any kind if my agent deems the gifts to be in the best interests of my family, for tax savings purposes or otherwise: (i) organizations to which charitable contributions may be made under the Internal Revenue Code and in which my agent reasonably believes that I have an interest; (ii) my spouse, any of my descendants or any other person related to me by blood or marriage; (iii) any devisee or beneficiary under what my agent reasonably believes is my latest validly executed will or trust; and (iv) my agent, if my agent is eligible under either category (ii) or (iii) above; provided, however, that my agent shall have the power and authority to make gifts to himself or herself only to the extent that the total value of those gifts made in a calendar year does not exceed the greater of \$5,000 or five percent of the aggregate value of assets subject to my agent's control under this instrument. If my agent is eligible under either category (ii) or (iii) above, then I appoint the person or persons named below as alternate or successor agent (each to act alone and successively, in the order named) as special agent, whose sole power and authority is to make gifts to the person then serving as my agent. It is my intention that under no

circumstances shall my agent or special agent have a general power of appointment over my property as that term is defined in Section 2041 of the Internal Revenue Code which is not limited to the greater of \$5,000 or five percent of the aggregate value of assets subject to his or her control under this instrument in any calendar year, and this instrument shall be construed and, if necessary, reformed to be consistent with that intention.

I GIVE THE FOLLOWING SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO MY AGENT:

I authorize my agent to establish and fund revocable trusts for my benefit, and take all action necessary or appropriate in connection with the establishment or funding thereof, or the funding of any existing revocable trust which I have established for my benefit.

CHOOSE ONE OF THE FOLLOWING ALTERNATIVES BY CROSSING OUT THE ALTERNATIVE NOT CHOSEN:

(A) This power of attorney is not affected by my subsequent disability or incapacity.

~~(B) This power of attorney becomes effective upon my disability or incapacity.~~

YOU SHOULD CHOOSE ALTERNATIVE (A) IF THIS POWER OF ATTORNEY IS TO BECOME EFFECTIVE ON THE DATE IT IS EXECUTED.

IF NEITHER (A) NOR (B) IS CROSSED OUT, IT WILL BE ASSUMED THAT YOU CHOSE ALTERNATIVE (A).

If Alternative (B) is chosen and a definition of my disability or incapacity is not contained in this power of attorney, I shall be considered disabled or incapacitated for purposes of this power of attorney if a physician certifies in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs. I authorize the physician who examines me for this purpose to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under this power of attorney that is based on the determination made by a physician of my disability or incapacity.

I agree that any third party who receives a copy of this document may act under it. This power of attorney may be voluntarily revoked only by a revocation in writing filed and recorded in the Office of the County Clerk of Karnes County, Texas. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

SIGNED this 12th day of March, 2015.

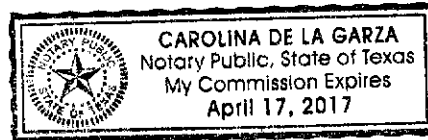
Pauline S. Barrera

PAULINE S. BARRERA

STATE OF TEXAS       §  
                                  §  
COUNTY OF KARNES   §

This instrument was acknowledged before me on the 12th day of March, 2015, by  
PAULINE S. BARRERA.

Carolina De La Garza  
Notary Public, State of Texas



\_\_\_\_\_  
Printed or Stamped Name of Notary,  
with Date of Commission Expiration

THE ATTORNEY-IN-FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT. SECTION 752.051 OF THE TEXAS ESTATES CODE PROVIDES ADDITIONAL IMPORTANT INFORMATION FOR THE ATTORNEY-IN-FACT OR AGENT; AN INFORMATION SHEET CONTAINING THIS INFORMATION HAS BEEN DELIVERED TO THE PRINCIPAL, BUT HAS NOT BEEN RECORDED.

## **IMPORTANT INFORMATION FOR AGENT (ATTORNEY-IN-FACT)**

### **AGENT'S DUTIES**

When you accept the authority granted under this power of attorney, you establish a "fiduciary" relationship with the principal. This is a special legal relationship that imposes on you legal duties that continue until you resign or the power of attorney is terminated or revoked by the principal or by operation of law. A fiduciary duty generally includes the duty to:

- (1) act in good faith;
- (2) do nothing beyond the authority granted in this power of attorney;
- (3) act loyally for the principal's benefit;
- (4) avoid conflicts that would impair your ability to act in the principal's best interest; and
- (5) disclose your identity as an agent or attorney in fact when you act for the principal by writing or printing the name of the principal and signing your own name as "agent" or "attorney in fact" in the following manner:  
(Principal's Name) by (Your Signature) as Agent (or as Attorney in Fact)

In addition, the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code) requires you to:

- (1) maintain records of each action taken or decision made on behalf of the principal;
- (2) maintain all records until delivered to the principal, released by the principal, or discharged by a court; and
- (3) if requested by the principal, provide an accounting to the principal that, unless otherwise directed by the principal or otherwise provided in the Special Instructions, must include:
  - (A) the property belonging to the principal that has come to your knowledge or into your possession;
  - (B) each action taken or decision made by you as agent or attorney in fact;
  - (C) a complete account of receipts, disbursements, and other actions of you as agent or attorney in fact that includes the source and nature of each receipt, disbursement, or action, with receipts of principal and income shown separately;

- (D) a listing of all property over which you have exercised control that includes an adequate description of each asset and the asset's current value, if known to you;
- (E) the cash balance on hand and the name and location of the depository at which the cash balance is kept;
- (F) each known liability;
- (G) any other information and facts known to you as necessary for a full and definite understanding of the exact condition of the property belonging to the principal; and
- (H) all documentation regarding the principal's property.

#### **TERMINATION OF AGENT'S AUTHORITY**

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. An event that terminates this power of attorney or your authority to act under this power of attorney includes:

- (1) the principal's death;
- (2) the principal's revocation of this power of attorney or your authority;
- (3) the occurrence of a termination event stated in this power of attorney;
- (4) if you are married to the principal, the dissolution of your marriage by court decree of divorce or annulment;
- (5) the appointment and qualification of a permanent guardian of the principal's estate; or
- (6) if ordered by a court, the suspension of this power of attorney on the appointment and qualification of a temporary guardian until the date the term of the temporary guardian expires.

#### **LIABILITY OF AGENT**

The authority granted to you under this power of attorney is specified in the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code). If you violate the Durable Power of Attorney Act or act beyond the authority granted, you may be liable for any damages caused by the violation or subject to prosecution for misapplication of property by a fiduciary under Chapter 32 of the Texas Penal Code.

THE ATTORNEY-IN-FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT,  
ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.