

CALIFORNIA POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT (CALIFORNIA PROBATE CODE SECTIONS 4400-4465). THE POWERS LISTED IN THIS DOCUMENT DO NOT INCLUDE ALL POWERS THAT ARE AVAILABLE UNDER THE PROBATE CODE. ADDITIONAL POWERS AVAILABLE UNDER THE PROBATE CODE MAY BE ADDED BY SPECIFICALLY LISTING THEM UNDER THE SPECIAL INSTRUCTIONS SECTION OF THIS DOCUMENT. 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.

I. DESIGNATION OF AGENT

I, STACIE C POWELL, residing at 3729 Melville Street, Los Angeles, CA 38002, appoint the following individual as my agent (attorney-in-fact):

Louie P Smith

Agent's Full Name

2368 Bungalow Road

Agent's Street Address

San Francisco

CA

61771

City

State

Zip Code

(402) 892-3280

Agent's Phone Number

II. GRANT OF GENERAL AUTHORITY

I authorize my agent to act for me in any lawful way with respect to the following subjects:

____ Real Property Transactions.

- a. Accept as a gift or as security for a loan, reject, demand, buy, lease, receive, or otherwise acquire, an interest in real property or a right incident to real property.
- b. Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease, sublease, or otherwise dispose of, an interest in real property or a right incident to real property.
- c. Release, assign, satisfy, and enforce by litigation or otherwise, a mortgage, deed of trust, encumbrance, lien, or other claim to real property which exists or is asserted.

- d. Do any act of management or of conservation with respect to an interest in real property, or a right incident to real property, owned, or claimed to be owned, by me, including all of the following:
 - 1. Insuring against a casualty, liability, or loss.
 - 2. Obtaining or regaining possession, or protecting the interest or right, by litigation or otherwise.
 - 3. Paying, compromising, or contesting taxes or assessments, or applying for and receiving refunds in connection with them.
- e. Purchasing supplies, hiring assistance or labor, and making repairs or alterations in the real property.
- f. Use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which I have, or claim to have, an interest or right.
- g. Participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property and receive and hold shares of stock or obligations received in a plan of reorganization, and act with respect to them, including all of the following:
 - 1. Selling or otherwise disposing of them.
 - 2. Exercising or selling an option, conversion, or similar right with respect to them.
 - 3. Voting them in person or by proxy.
- h. Change the form of title of an interest in or right incident to real property.
- i. Dedicate to public use, with or without consideration, easements or other real property in which I have, or claim to have, an interest or right.

Tangible Personal Property Transactions.

- a. Accept as a gift or as security for a loan, reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property.
- b. Sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, create a security interest in, pawn, grant options concerning, lease, sublease to others, or otherwise dispose of tangible personal property or an interest in tangible personal property.
- c. Release, assign, satisfy, or enforce by litigation or otherwise, a mortgage, security interest, encumbrance, lien, or other claim on behalf of me, with respect to tangible personal property or an interest in tangible personal property.
- d. Do an act of management or conservation with respect to tangible personal property or an interest in tangible personal property on behalf of me, including all of the following:
 - 1. Insuring against casualty, liability, or loss.
 - 2. Obtaining or regaining possession, or protecting the property or interest, by litigation or otherwise.
 - 3. Paying, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments.
 - 4. Moving from place to place.
 - 5. Storing for hire or on a gratuitous bailment.
 - 6. Using, altering, and making repairs or alterations.

Commodity and Option Transactions.

- a. Buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call and put options on stocks and stock indexes traded on a regulated option exchange.
- b. Establish, continue, modify, and terminate option accounts with a broker.

Insurance and Annuity Transactions.

- a. Continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract procured by or on behalf of me that insures or provides an annuity to either me or another person, whether or not me is a beneficiary under the contract.
- b. Procure new, different, and additional contracts of insurance and annuities for me and my spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment.
- c. Pay the premium or assessment on, modify, rescind, release, or terminate a contract of insurance or annuity procured by my agent.
- d. Apply for and receive a loan on the security of the contract of insurance or annuity.
- e. Surrender and receive the cash surrender value.
- f. Exercise an election.
- g. Change the manner of paying premiums.
- h. Change or convert the type of insurance contract or annuity as to any insurance contract or annuity with respect to which I have or claim to have a power described in this section.
- i. Apply for and procure government aid to guarantee or pay premiums of a contract of insurance on my life.
- j. Collect, sell, assign, hypothecate, borrow upon, or pledge the interest of mine in a contract of insurance or annuity.
- k. Pay from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

_____ **Estate, Trust, and Other Beneficiary Transactions.**

- a. Accept, receive, receipt for, sell, assign, pledge, or exchange, a share in, or payment from, the fund.
- b. Demand or obtain by litigation or otherwise money or other thing of value to which I am, may become, or claim to be entitled by reason of the fund.
- c. Initiate, participate in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of mine.
- d. Initiate, participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary.
- e. Conserve, invest, disburse, and use anything received for an authorized purpose.
- f. Transfer an interest of mine in real property, stocks, bonds, accounts with financial institutions, insurance, and other property, to the trustee of a revocable trust created by me as settlor.
- g. Disclaim a detrimental transfer to me with the approval of the court.

_____ **Claims and Litigation.**

- a. Assert and prosecute before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, cross-complaint, or offset, and defend against an individual, a legal entity, or government, including suits to recover property or other thing of value, to recover damages sustained by me, to eliminate or modify tax liability, or to seek an injunction, specific performance, or other relief.
- b. Bring an action to determine adverse claims, intervene in litigation, and act as amicus curiae.
- c. In connection with litigation:
 - 1. Procure an attachment, garnishment, libel, order of arrest, or other preliminary, provisional, or intermediate relief and use any available procedure to effect, enforce, or satisfy a judgment, order, or decree.
 - 2. Perform any lawful act, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial, and binding me in litigation.
- d. Submit to arbitration, settle, and propose or accept a compromise with respect to a claim or litigation.

- e. Waive the issuance and service of process upon me, accept service of process, appear for me, designate persons upon whom process directed to me may be served, execute and file or deliver stipulations on my behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive and execute and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation.
- f. Act for me with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, concerning me or some other person, or with respect to a reorganization proceeding, or with respect to an assignment for the benefit of creditors, receivership, or application for the appointment of a receiver or trustee which affects an interest of mine in property or other thing of value.
- g. Pay a judgment against me or a settlement made in connection with litigation and receive and conserve money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

_____ Benefits from Social Security, Medicare, Medicaid, or Other Governmental Programs, or Civil or Military Service.

- a. Execute vouchers in my name for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to me, including allowances and reimbursements for transportation of the individuals described in paragraph (1) of subdivision (a) of Section 4460, and for shipment of their household effects.
- b. Take possession and order the removal and shipment of property of me from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose.
- c. Prepare, file, and prosecute a claim of mine to a benefit or assistance, financial or otherwise, to which I claim to be entitled, under a statute or governmental regulation.
- d. Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive.
- e. Receive the financial proceeds of a claim of the type described in this section, conserve, invest, disburse, or use anything received for a lawful purpose.

_____ Retirement Plan Transactions.

- a. Select payment options under any retirement plan in which I participate, including plans for self-employed individuals.
- b. Make voluntary contributions to those plans.
- c. Exercise the investment powers available under any self-directed retirement plan.
- d. Make rollovers of plan benefits into other retirement plans.
- e. If authorized by the plan, borrow from, sell assets to, and purchase assets from the plan.
- f. Waive the right of mine to be a beneficiary of a joint or survivor annuity if I am a spouse who is not employed.

III. GRANT OF SPECIFIC AUTHORITY

My agent MAY do any of the following specific acts for me:

- _____ (A) Create, modify, amend, revoke, or terminate a trust, in whole or part (only as provided in the trust instrument).
- _____ (B) Create or change survivorship interests in my property or in property in which I may have an interest.

_____ (C) Designate or change the designation of beneficiaries to receive any property, benefit, or contract right on my death.

IV. SPECIAL INSTRUCTIONS

UNLESS DIRECTED OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

This power of attorney will continue to be effective even though I become incapacitated.

V. OTHER

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

Signed this 20 day of September, 2018.

Principal's Signature

Stacie C Powell

Principal's Name

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

STATEMENT OF WITNESSES

I declare under penalty of perjury under the laws of California that:

1. The individual who signed or acknowledged this Power of Attorney is personally known to me, or that the individual's identity was proven to me by convincing evidence.
2. The individual signed or acknowledged this Power of Attorney in my presence.
3. The individual appears to be of sound mind and under no duress, fraud, or undue influence.
4. I am not a person appointed as attorney-in-fact in this Power of Attorney.

FIRST WITNESS:

First Witness' Signature

Date

First Witness' Name

First Witness' Address

City

State

Zip Code

SECOND WITNESS:

Second Witness' Signature

Date

Second Witness' Name

Second Witness' Address

City

State

Zip Code

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California)
)
County of _____)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this _____ day of _____, 20____, before me, _____, personally appeared Stacie C Powell, personally known to me or who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on this instrument the person executed this 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.

Signature _____

My commission expires _____

NOTICE TO PERSON EXECUTING DURABLE POWER OF ATTORNEY

A durable power of attorney is an important legal document. By signing the durable power of attorney, you are authorizing another person to act for you, the principal. Before you sign this durable power of attorney, you should know these important facts:

Your agent (attorney-in-fact) has no duty to act unless you and your agent agree otherwise in writing. This document gives your agent the powers to manage, dispose of, sell, and convey your real and personal property, and to use your property as security if your agent borrows money on your behalf. This document does not give your agent the power to accept or receive any of your property, in trust or otherwise, as a gift, unless you specifically authorize the agent to accept or receive a gift.

Your agent will have the right to receive reasonable payment for services provided under this durable power of attorney unless you provide otherwise in this power of attorney.

The powers you give your agent will continue to exist for your entire lifetime, unless you state that the durable power of attorney will last for a shorter period of time or unless you otherwise terminate the durable power of attorney. The powers you give your agent in this durable power of attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property.

You can amend or change this durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this durable power of attorney at any time, so long as you are competent.

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

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

NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS ATTORNEY-IN-FACT

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

1. The legal duty to act solely in the interest of the principal and to avoid conflicts of interest.
2. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.

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

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

Date: September 20, 2018

Agent's Signature

Louie P Smith

Agent's Name

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GENERAL INSTRUCTIONS

WHAT IS A POWER OF ATTORNEY?

A Power of Attorney is a written document that officially recognizes a legally binding relationship between two parties-- a Principal and an Agent. The Agent is given power to manage the personal, business, or legal affairs of the Principal. Further, the Agent has a fiduciary duty to act in the Principal's best financial interest and in accordance with their wishes.

A simple Power of Attorney will identify the following basic elements:

- Agent(s): someone responsible and trusted to act on another person's behalf
- Principal: the person wanting assistance with personal, business, or legal matters
- Grant of Authority: the Agent has general or specific authority to take certain actions
- Effective Date: when the Power of Attorney begins, usually immediately
- Signatures: the Principal and a Notary must sign the Power of Attorney

WHEN IS IT NEEDED?

Power of Attorneys or POAs are commonly used when someone wants the peace of mind that their financial or health decisions will be made by someone they trust.

You may need a Power of Attorney if you are:

- Over the age of 18 years old
- Military personnel being deployed overseas
- Traveling abroad for an extended period of time
- Diagnosed with a chronic condition or life threatening illness
- Growing wiser and older but concerned about your current health
- Married and want your spouse to have legal authority over property you own
- Engaged in a high risk profession (i.e. emergency firefighter or member of police force)

WHAT KIND OF GENERAL POWERS CAN YOU GIVE YOUR AGENT?

Some of the general powers you can grant to your Agent include managing the following: real property, tangible personal property, stocks and bonds, commodities and options, banks and other financial institutions, insurance, estates and trusts, and operation of businesses.

WHAT KIND OF MATTERS CAN A POWER OF ATTORNEY CONTROL?

A Power of Attorney can be used to handle non-medical matters (i.e. Financial Power of Attorney) or health care decisions (i.e. Health Care Power of Attorney). Most individuals have a separate Power of Attorney for general matters and health care issues.

Many states, however, combine the a Living Will and Power of Attorney into one "advance directive" form. A Power of Attorney for Health Care allows you to name your health agent, someone who will make health decisions for you if you cannot. Your health care agent will also ensure that your health care providers give you the care you wish to receive. You can also require that your health care agent communicate in any manner with you about any specific proposed health care. For example, you may still be able to communicate by blinking your eyes.

WHAT HAPPENS IF I DO NOT HAVE A POWER OF ATTORNEY?

Without a Power of Attorney, even if you have a spouse, the court may need to step in and appoint a guardian or conservator for you if you ever become incapacitated. The process of appointing a guardian is costly and requires the guardian to formally report your situation to the court each year. CNN Money estimates that the process of obtaining a court appointed guardian exceeds \$1,000. Instead, a Power of Attorney allows you to take back control and proactively choose who YOU want to represent your best interests.