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21 ID

SPRINGING DURABLE POWER OF ATTORNEY FOR FINANCES
PROBATE CODE SECTIONS 4100-4310

WARNING TO PERSON EXECUTING THIS DOCUMENT

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE FACTS:

1. THIS DOCUMENT MAY PROVIDE THE PERSON YOU DESIGNATE AS YOUR ATTORNEY IN FACT WITH BROAD POWERS TO DISPOSE OF, SELL, CONVEY AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY, AND TO USE YOUR PROPERTY AS SECURITY IF YOUR AGENT BORROWS MONEY ON YOUR BEHALF.
2. THESE POWERS WILL EXIST FOR AN INDEFINITE PERIOD OF TIME UNLESS YOU LIMIT THEIR DURATION IN THIS DOCUMENT. THESE POWERS SHALL BECOME EFFECTIVE UPON THE INCAPACITY OF YOU, THE PRINCIPAL.
3. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME.
4. YOUR AGENT HAS NO DUTY TO ACT UNLESS YOU AND YOUR AGENT AGREE OTHERWISE IN WRITING.
5. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOU.

SPRINGING DURABLE POWER OF ATTORNEY

1. CREATION OF DURABLE POWER OF ATTORNEY.

By signing this document, I, LELA E. ROLFE, residing in the County of Alameda, at 9229 Skyline Boulevard, Oakland, California 94611, intend to create a durable power of attorney. This durable power of attorney shall become effective upon my subsequent disability or incapacity, and it shall remain effective until my death, or except as provided in Section 7 below. The agent is

authorized to make and use photocopies of this document as needed; each photocopy shall have the same force and effect as the original.

2. EFFECTIVE DATE.

This durable power of attorney shall become effective only in the event that I become incapacitated or disabled such that I am not able to handle my own financial affairs, including a sufficient understanding or ability to make or communicate decisions about my property, finances, or personal business; and this power shall cease being effective when I am no longer incapacitated or disabled. That determination of capacity/incapacity or disability shall be made in writing under penalty of perjury by two (2) licensed physicians, neither of whom is a beneficiary of my estate or related within the second degree to me or any beneficiary of my estate, and such writings shall be attached to this durable power of attorney. No licensed physician who executes a medical opinion of incapacity shall be subject to liability because of such execution. I hereby waive any privilege that may apply to release of information included in such medical opinion.

3. DESIGNATION OF ATTORNEY IN FACT ("AGENT").

I, LELA E. ROLFE, hereby appoint WILLIAM G. ROLFE, residing at 9229 Skyline Boulevard, Oakland, California 94611, as my attorney in fact ("agent"), to act for me in my name and for my use and benefit. If WILLIAM G. ROLFE should for any reason fail or cease to serve as my agent, I appoint NATHAN R. MANLEY (if he has reached the age of 30 years), residing at 9229 Skyline Boulevard, Oakland, California 94611, to be my agent. If NATHAN R. MANLEY has not yet reached the age of 30 years or should for any other reason fail or cease to serve as my agent, I appoint ALBERT WILLIAM ROLFE, residing at 8846 Hood Mountain Circle, Santa Rosa, California 95409, to be my agent. If ALBERT WILLIAM ROLFE should for any reason fail or cease to serve as my agent, I appoint CAROLYN ANNE JONES, residing at 106 Hagstrom Road, Woodstock, Connecticut 06281, to be my agent. If CAROLYN ANNE JONES should for any reason fail or cease to serve as my agent, I appoint CHARLES CRISPELL JOHNSON, residing at 243 Trailwind Street, Gun Barrell City, Texas 75147-5009, to be my agent.

4. AUTHORITY OF AGENT.

I grant my agent full power and authority over all my property, real and personal, now owned or hereafter acquired by me, wherever situated, including the following:

- (a) To buy and sell my assets, subject to the following

ademption provisions. If it becomes necessary for my agent to liquidate my assets in order 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. If necessary, my agent is authorized to obtain a court-ordered transfer of my estate planning documents pursuant to California Probate Code Section 2586(d) (or successor statute).

(b) To ask for and demand, to compromise or compound, to collect and receive any sum of money, whether a debt, account, legacy, bequest, or interest, dividend or annuity, belonging to or claimed by me, to use any lawful means of recovery by legal process or otherwise, and to execute and deliver a release on receipt.

(c) To borrow money and to execute negotiable or non-negotiable notes in exchange, with or without security; and to loan money and receive negotiable or non-negotiable notes in exchange, with such security as my agent deems proper.

(d) To engage in real property transactions and to execute, acknowledge, and deliver all documents related to said transactions, including to negotiate, contract for, purchase, receive, and take possession of the property and any evidence of title; to lease and to manage the property for any term or purpose, including business, residential, or oil and gas or other mineral development; to sell or exchange the property with or without warranty and to convey it; to transfer the property in trust; and to encumber the property to secure the payment of any obligation. This authority covers any and all real property in which I have an interest, including but not limited to property described as:

- i) 9229 Skyline Boulevard, Oakland, California 94611
ASSESSOR'S PARCEL #048D-7289-010-02
- ii) Timeshare property at The Ridge Tahoe, Unit #174,
Douglas County, Nevada
ASSESSOR'S PARCEL #42-286-16

(e) To engage in tangible personal property transactions, choses in action, and other personal property interests, including to contract for, buy, sell, exchange, transfer, and in any other legal manner deal with the property; to transfer in trust; and to encumber the property to secure the payment of any obligation.

(f) To engage in stock, bond, commodity, margin and option transactions, including to represent my interests, to vote stock, exercise stock rights, and accept and deal with dividends, distributions, and bonuses.

(g) To transact business of any kind and to execute and deliver any bill of lading, bill of sale, bond, note, evidence of debt, release, request for reconveyance, and any other instrument in writing necessary to the transaction of such business.

(h) To engage in banking and other financial institution transactions, including depositing and withdrawing funds in my bank accounts, canceling or continuing the use of my charge accounts and/or credit cards, and accessing any safe deposit box.

(i) To continue to operate or to hire properly skilled agents to continue my business, including to pay salaries of my business employees, to create or modify buy-sell agreements.

(j) To engage in estate, trust, and other beneficiary transactions, including:

(1) To establish a trust with my property for my benefit and the benefit of my spouse and my descendants, or any one or more of them, upon such terms as my agent determines are necessary or proper, and transfer any property in which I have an interest to the trust;

(2) To collect assets due me and deliver them to the trustee of any revocable living trusts of which I am or become settlor/trustor, or to designate any such trust as the beneficiary for assets that are not normally held in such a trust;

(3) To exercise in whole or in part, release, or let lapse any power I may have under any trust whether or not created by me, including any power of appointment, revocation, or withdrawal; but a trust created by me may only be modified or revoked by my agent as provided in the trust instrument;

(4) To make a gift or other transfer without consideration to or for the benefit of my spouse or my descendants or a charitable organization, or more than one or all of them, either outright or in trust, including the forgiveness of indebtedness and

the completion of any charitable pledges I may have made, either to the extent of or in excess of the federal annual gift tax exclusion of Internal Revenue Code Section 2503(b) (or successor statute), and if in excess then to file gift tax returns; including direct payments to the provider for tuition and medical care for my descendants under Internal Revenue code Section 2503(e) or any successor statute that excludes such payments from gift tax liability; consent to the splitting of gifts under Internal Revenue Code Section 2513 (or successor statute), if my spouse makes gifts to any one or more of my descendants or to a charitable institution; pay any gift tax that may arise by reason of those gifts; but any gift made with trust assets must first be removed from the trust by partial revocation and made on my behalf individually;

(5) To loan any of my property to my spouse or my descendants or their personal representatives or a trustee for their benefit, the loan bearing such interest, and to be secured or unsecured, as my agent determines advisable;

(6) To reform estate planning documents (other than wills) if they prove to be defective after incapacity;

(7) To execute and deliver disclaimers under Internal Revenue Code Section 2518 and California Probate Code Section 260-295 (or successor statutes).

(k) To handle claims and litigation, including instituting, prosecuting, arbitrating and settling disputes including both initial and appellate review.

(l) To manage personal and family maintenance, such as providing support for me and any of my dependents, including special needs assistance to an incapacitated dependent, without endangering eligibility for governmental entitlements such as creating a trust for such person.

(m) To engage in transactions involving benefits from social security, medicare, medicaid, or other governmental programs, or civil or military service, including to apply for, claim, and collect entitlement for all benefits available to me from any governmental agency, using any lawful means and methods to qualify me for such benefits, including:

(1) Divestment of sufficient assets by transferring such assets to other persons, including my agent, taking into consideration my estate plan as noted in this paragraph 4(a) above;

(2) Conversion of my assets into assets that do not disqualify me from receiving such benefits.

(n) To apply for and make any elections required for payment of insurance or annuity, retirement, or other benefits to which I may be entitled, to take possession of all such benefits, and to distribute such benefits to or for my benefit.

(o) To handle tax matters, including representing me in all tax matters; to prepare, sign and file federal, state and/or local income, gift, estate, and other tax returns of all kinds, including joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the tax court or other courts 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 successor statute), 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 between the years 1970 and 2020; 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; and generally to represent me or to obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods between the years 1990 and 2030 before all officers of the Internal Revenue Service and state and local authorities; 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 any interest or responsibility.

(p) To resign public and private offices and positions.

(q) To establish a new residency or change my domicile, from time to time and at any time, within or without the state, and within or without the United States, if appropriate, for the purposes of exercising effectively the powers granted to my agent in this document.

(r) To do all things and enter into all transactions necessary to provide for my personal care, to maintain my customary standard of living, to provide suitable living quarters for me, and to hire, compensate, and discharge household, nursing, and other employees as my agent considers advisable for my well being, including but not limited to the authority to pay the ongoing costs of maintenance of my present residence, such as interest, taxes, and repairs; to procure and pay for clothing, transportation, recreation, travel, medicine, medical care, food, and other needs;

to make arrangements and enter into contracts on my behalf with hospitals, hospices, nursing homes, convalescent homes, and similar organizations; to arrange for the care, veterinary treatment as needed, and disposition of my pets; to make arrangements for my spiritual and religious needs; to work with my agent under the Durable Power of Attorney for Health Care which I have executed to make advance arrangements regarding my death in accordance with my wishes expressed in said Power and my discussions with my agent; to purchase, maintain, and repair my clothing, household furniture, furnishings, and other tangible personal effects, including the authority to dispose of worthless items no longer needed or used by me while in a residential facility.

(s) To engage in any transactions my agent considers to be in my best interest, irrespective of any concurrent interest or benefit to my agent personally, including to purchase any of my assets at fair market value such as if my agent determines that an asset must be liquidated in order to pay for my care, support, and maintenance, or to meet my financial obligations. Fair market value of such property shall be determined by independent written appraisal of such property by a licensed professional person or organization qualified to appraise such property. My agent is authorized to select such appraiser and to pay for such appraisal from my assets over which my agent holds management authority.

(t) In general, and in addition to all the specific acts enumerated in items (a) through (s) above, do any other act which I can do through an agent for the welfare of my spouse, children, or dependents or for the preservation and maintenance of my other personal relationships to parents, relatives, friends, and organizations, excluding the following:

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

(2) To exercise any trustee powers under an irrevocable trust of which my agent is a settlor/trustor and I am a trustee;

(3) To exercise any power of appointment on my behalf which authority itself would constitute a general power of appointment in favor of my agent personally, nor may any power of appointment on my behalf be exercised in favor of my agent, my agents' estate, my agents' creditors, or the creditors of my agent's estate;

(4) To exercise incidents of ownership over any life insurance policies that I own on my agent's life, including, without limitation, the power to surrender the policy, to borrow on

it, to pledge it or to distribute it to any person; except that my agent shall be required to pay, out of my assets, any premium on such policies which may come due at such time as I am disabled. Any such policies shall be held under such options and terms as I have heretofore elected or may hereafter elect, and my agent shall have no power to change any option or term. The determination as to whether I am disabled, for purposes of this paragraph, shall be made by my agent.

5. SPECIAL CONSIDERATIONS FOR AUTHORITY OF AGENT.

With the exception of the above exclusions, I hereby ratify and confirm all that my agent shall do or cause to be done under this durable power of attorney, consistent with my desires as stated above and subject to the special provisions and limitations stated below:

(a) My agent shall preserve the values and lifestyle which I have been living in providing for Nathan and shall respect my effort to build our net worth to improve the quality of our family lifestyle.

6. RELIANCE BY THIRD PARTIES.

Third parties may rely on my agent's authority without further evidence of incapacity when this durable power of attorney is presented with the two physicians' statements attached, as provided in Section 2 above. The powers conferred on my agent by this durable power of attorney may be exercisable by my agent alone, and the signature or act of my agent under the authority granted in this durable power of attorney may be accepted by any third person or organization as fully authorized by me and with the same force and effect as if I were personally present, competent and acting on my own behalf. In order to enforce this power of attorney, my agent is authorized to seek any lawful recourse including litigation under Civil Code Sections 2412, 2480.5 (or successor statutes) or other judicial proceedings against any person or organization who refuses to honor this grant of authority.

No person or organization who relies on this durable power of attorney or any representation my agent makes regarding his or her authority, including, but not limited to:

(a) the fact that this durable power of attorney has not been revoked;

(b) that I, LELA E. ROLFE, was competent to execute this power of attorney on the date hereof;

(c) the authority of my agent under this durable power of attorney;

shall incur any liability to me, my estate, heirs, successors or assigns because of such reliance on this durable power of attorney or on any such representation by my agent.

If a successor interprets my agent's actions as unauthorized or abusive or the acts of my agent as incompetent, my successor agent is authorized to remove my agent under Probate Code Section 4940. If there is no successor agent, assets then held in my name shall be transferred to a living trust then existing or created for my benefit which does not alter distribution of my estate during my life or on my death and so long as such acts do not have adverse tax consequences for my estate or my agent's estate. Reasonable costs and attorney's fees expended to defend or maintain such an action may be reimbursed either to my agent if a court of competent jurisdiction finds that such acts are not cause for removal or discipline of my agent, or to my successor agent if they are.

7. TERMINATION, AMENDMENT, RESIGNATION, AND REMOVAL OF AGENT.

This durable power of attorney shall remain in full force and effect until the earlier of the following events:

(a) The death of LELA E. ROLFE;

(b) The agent has resigned by delivering to LELA E. ROLFE a copy of the agent's written resignation and recording the original in the public records of the county of residence of LELA E. ROLFE;

(c) LELA E. ROLFE has revoked or amended this durable power of attorney by written notarized instrument which is recorded in the public records of said county of residence, provided, however that such revocation or amendment shall not be effective as to third parties dealing with my agent until the third party has actual knowledge of such revocation or amendment, unless said revocation or amendment shall have been recorded in the public records of said county of residence;

(d) LELA E. ROLFE has removed the agent by written notarized instrument which is recorded in the public records of said county

