

Recording requested by:

George J. Menchaca

and when recorded mail to:

George J. Menchaca
506 Whitecliff Drive
Vallejo, CA 94589

DURABLE POWER OF ATTORNEY

I, **GEORGE J. MENCHACA** a resident of Solano County, California, do hereby designate, constitute and appoint my wife, **PATRICIA M. MENCHACA** of 506 Whitecliff Drive, Vallejo, CA 94589, telephone number (707) 557-2577, as my attorney-in-fact, to act for me and in my name as authorized in this document.

RECITALS

A. By this document I intend to create a Durable Power of Attorney under the California Power of Attorney Law and hereby revoke all prior general Durable Powers of Attorney (excluding Durable Powers of Attorney for Health Care) that I have previously made.

B. The powers granted to you in Article I of this Durable Power of Attorney regarding my assets shall be immediately effective and shall not be affected by my subsequent incapacity.

ARTICLE I - POWERS REGARDING ASSETS

1.1. **Invest, Sell, Purchase, Lease, Borrow, And Encumber Assets.** To sell, lease, or invest assets in which I have an interest, to purchase assets or borrow money on my behalf and encumber any asset in which I have an interest as security for such borrowing;

1.2. **Deal With Real Property.** With respect to all real property which I now own or in which I have an interest or which I may hereafter acquire, to contract for, purchase, and receive such property, and all deeds and other assurances therefor; to lease, sell, change the form of title, release, convey, mortgage or otherwise encumber including a reverse annuity mortgage, and convey by way of deed and/or deed of trust, upon such terms and conditions and under such covenants, as you shall deem proper; to grant options; to eject, remove, or relieve tenants or other persons from, and recover possession of, such property by all lawful means; to collect, receive and receipt for rents and profits from such properties, to subdivide, develop or dedicate such property to public use and to dedicate easements to public use without consideration; and to maintain, protect, preserve, insure, repair, build upon, demolish, alter, or improve such property or any part of it;

1.3. **Deal With Personal Property And Personal Needs.** 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 you consider advisable for my well being. The above shall specifically include, but not be limited to, the authority to pay the ongoing costs of maintenance of my principal residence, e.g., principal and interest on any mortgage or deed of trust secured by such residence, property taxes, insurance, and repairs; to procure and pay for clothing, transportation, recreation, travel, medicine, medical care (including health insurance), food, and other personal needs; to make arrangements and enter into contracts on my behalf with hospitals, hospices, nursing homes, convalescent homes, retirement homes, board and care facilities and similar providers; and to purchase, maintain and repair my clothing, household furniture, furnishings, motor vehicles and other tangible personal effects, which shall include the authority to dispose of worthless items that cannot be properly cleaned or repaired and to store items no longer needed or used by me while in a hospital, convalescent home, or other residential facility. Further, if you are advised by my treating physician in writing, that in such physician's professional opinion, I will never be able to return to my personal residence from a hospital, hospice, convalescent home, retirement home, board and care facility, or similar facility, you are authorized to store, transfer to appropriate beneficiaries under my will or trust, or sell for such price and such terms as you consider appropriate, any items of tangible personal property and family memorabilia remaining in my residence which you believe I will no longer need;

1.4. **Collect And Recover Assets.** To demand, sue for, and collect all such sums of money, debts, dues, accounts, legacies, bequests, interest, dividends, annuities and demands that are now or may later become due or payable to me, including any benefits payable by any governmental body or agency, and to take all lawful means to recover such assets, and to compromise claims for such assets and grant discharges for such assets in my name;

1.5. **Deal With Life Insurance.** Insure my life or the life of anyone in which I have an insurable interest and to insure any asset in which I have an interest, to pay all insurance premiums, to select any options under such policies, to increase or decrease coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses, to designate and change beneficiaries of insurance policies insuring my life and beneficiaries under any annuity contract in which I have an interest, to purchase or maintain any medical insurance on me, or any of my descendants, or to cancel any of the policies described herein;

1.6. **Deal With Financial Institutions.** To establish, maintain, or terminate bank accounts, security accounts, certificates of deposit, money market accounts, margin accounts, common trust funds, mutual funds, treasury bills and notes, and any other type of cash fund, cash equivalent or security in my sole name or jointly in my name with others, including the execution of power attorney forms required by any such financial institution naming attorney(s) in fact that are consistent with this instrument and to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts, and to endorse, deposit, or collect any checks or drafts made payable to me or to my order;

1.7. **Enter, Establish, Close Or Maintain Safe Deposit Boxes.** To enter, establish, close, maintain and have access to any safe deposit box held in my name alone or jointly with another person whether or not the institution renting such box has its own form of power of attorney for such purposes and to remove all or any of the contents from such box, or to enter into any special agency agreement that allows entry into such safe deposit box, but does not convey an ownership interest in the contents therein to you.

1.8. **Make Gifts.** To make gifts, grants or other transfers without consideration to or for the benefit of any one or more of my descendants, or a charitable institution which I have previously supported, either outright or in trust, including the forgiveness of indebtedness and the completion of any charitable pledges I may have made, to make payments for the college and post-graduate tuition and medical care of any descendant of mine, to sign gift tax returns on my behalf and to pay any gift tax that may arise by reason of such gifts; provided, however, that:

a. any gifts made under the foregoing power to descendants of mine shall be made equally to all of the descendants of the same generation. For example, if a gift is made to one child or grandchild of mine then a similar gift of the same amount must be made to each then-living child or grandchild of mine; and

b. you shall only make such gifts after consideration of all of my available resources and after determining that my present and anticipated needs are secure.

1.9. **Authority To Divide And/Or Transfer Assets To Qualify For Medi-Cal Benefits.** In the event that I am incapacitated, enter, or am likely to enter a hospital, hospice, convalescent home, or skilled nursing facility, intermediate care facility (board and care), or other licensed care facility (“institutionalization”), you are specifically authorized to take all necessary and appropriate steps to apply for and receive Medi-Cal benefits pursuant to federal and California law.

1.10. **Make Loans.** To loan any of my assets to any descendant of mine, or their personal representatives or a trustee for their benefit, and such loans shall bear such interest, or no interest, and shall be secured or unsecured, as you shall deem advisable;

1.11. **Disclaim, Renounce, And Assign Interests.** To disclaim, renounce, or assign any gift, inheritance, bequest or right of succession, for consideration or without consideration pursuant to Section 1.8 above;

1.12. **Deal With Trusts.** To establish any trust with my assets for my benefit or for the benefit of any other person upon such terms as may be necessary or proper, to transfer any asset in which I have an interest to any such trust or to any trust that I may have created, to remove such assets from any such trust over which I have retained any power of revocation or withdrawal, to remove such assets from any such trust over which I have retained any power of revocation or withdrawal, and 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;

1.13. **Represent Me In All Tax Matters.** To prepare, sign and file federal, state, or local, income, gift, other tax returns of all kinds, 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, without limitation, receipts, offers, waivers, consents (including, but not limited to, consents and agreements under Internal Revenue Code section 2032A, or any successor section thereto), closing agreements and any power of attorney form required by the Internal Revenue Service, the Franchise Tax Board, or other taxing authorities; to exercise any elections I may have under federal, state or local tax law; and generally to represent me in all tax matters and proceedings of all kinds and for all periods between 1990 and 2030 before all officers of the Internal Revenue Service, Franchise Tax Board, and any other taxing authority;

1.14. **Employ Others.** To employ and remove any domestic help, custodian, attorney, accountant, investment counsel or any other professional advisor to assist you in administering my property and to pay them reasonable compensation;

1.15. **Deal With Retirement And Other Benefits.** To select various payment options or make any elections available to me under any retirement, government, insurance deferred compensation plan (whether or not such plan may be “qualified” under the Internal Revenue Code of 1986, as amended), or other benefit plan in which I may be entitled to participate, including plans for self-employed individuals, make beneficiary designations under such plans and change any existing beneficiary designations, make voluntary contributions to such plans, make so-called “roll-overs” of plan benefits into other retirement plans, borrow from such plans if authorized by the plan, and sell assets to or purchase assets from the plan if authorized by the plan;

1.16. **Litigate.** To prosecute, defend, compromise or arbitrate any claims on my behalf in any local, state or federal court or administrative body and to settle, appeal or dismiss such actions;

1.17. **Miscellaneous Powers.** To open, read, respond to, and redirect my mail; cancel or continue and use of any of my charge accounts and credit cards; cancel or continue any of my club, church or other organization memberships, and to continue any payments or contributions incidental to such memberships; take custody of all my important documents including but not limited to, my will, trust agreements, deeds, leases, life insurance policies, contracts, and securities; to enter into oral or written agreements on my behalf; to support and maintain any animals I may own; to continue to pay any installment obligations I may incur; to execute, acknowledge, and deliver any assignments of accounts receivable, and notices to the expected assignments of such accounts and cancellation of such notices, covenants, indentures, mortgages, deeds of trust and reconveyances thereunder, bills, bonds, notes, receipts, evidences of debt, releases and satisfaction of mortgage, judgments, and other debts, or any other document for the accomplishment of, or relating to, any acts authorized by this document; and to perform all, any, and every act required to be done as fully as I could do if personally present and able to act.

1.18. **Acquire "Flower Bonds"**. To purchase for me United States of America treasury bonds of the kind which are redeemable at par in payment of federal estate taxes, to borrow money and obtain credit in my name from any source for such purpose, to make, execute, endorse and deliver promissory notes, bills of exchange, drafts, agreements, or other obligations for such bonds, and as security therefore, to pledge mortgage, and assign any stock, bonds, securities, insurance values, and other properties, real or personal, in which I may have an interest, and to arrange for the safekeeping and custody of any such treasury bonds.

ARTICLE II- RESTRICTIONS ON POWERS

Notwithstanding the foregoing provisions of Article I, you (a) shall have no incidents of ownership over any life insurance policy in which I may own an interest and which insures your life, (b) are prohibited from appointing, assigning, or disclaiming any of my assets, interests, or rights having a value in excess of the federal gift tax annual exclusion amount in any one calendar year to yourself, your estate, your creditors, or the creditors of your estate, or from using my assets to discharge any of your legal obligations, including any obligation of support which you may owe to others (excluding me and those whom I am legally obligated to support), and the annual right to appoint, assign, or disclaim assets, interests, or rights to you or for your benefit within the federal gift tax annual exclusion amount shall be non-cumulative and shall lapse at the end of each calendar year, (c) you shall not hold or exercise any powers which I may have over assets you have given to me or over assets held in an irrevocable trust of which you are a grantor, and (d) you shall take such steps as are necessary to allow me to continue to live in my personal residence as long as I am physically and mentally able.

ARTICLE III - INCIDENTAL POWERS

In connection with the exercise of any of the powers described in Article I, you are authorized and empowered to perform any other act necessary or incidental to the exercise of such powers with the same validity and effect as if I were personally present, competent and personally exercised the powers.

ARTICLE IV - RATIFICATION

I hereby ratify and confirm all that you shall do or cause to be done under the authority granted in this document, and all promissory notes, bills of exchange, drafts, other obligations, agreements, stock powers, instruments, and other documents, signed, endorsed, drawn, accepted, made, executed or delivered by you shall bind me, my estate, my heirs, successors, and assigns.

ARTICLE V - THIRD PARTY RELIANCE

For the purpose of including any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party to act in accordance with the powers granted in this document, I hereby represent, warrant and agree that:

5.1. **Hold Harmless.** If this document is revoked or amended for any reason, I, my

estate, my heirs, successors, and assigns will hold such party or parties harmless from any loss suffered, or liability incurred, by such party or parties in acting in accordance with this document prior to that party's receipt of written notice of any such termination or amendment.

5.2. **Acceptance by Third parties.** The powers conferred on you by this document may be exercised by you alone and your signature or act under the authority granted in this document may be accepted by third parties 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.

5.3. **Persons Acting in Reliance.** Except as provided in Section 7.4 regarding receipt of notice from an objecting joint agent, no person who acts in reliance upon any representation you may make as to the scope your authority granted under this document shall incur any liability to me, my estate, my heirs, successors or assigns for permitting you to exercise any such power, nor shall any person who deals with you be responsible to determine or insure the proper application of funds or property.

ARTICLE VI- REVOCATION AND AMENDMENT

I revoke all prior General Powers of Attorney (except Durable Powers of Attorney for Health Care) that I may have executed and I retain the right to revoke or amend this document and to substitute other attorneys in your place. Amendments to and revocations of this document shall be made in writing by me personally (not by you). Amendments and revocations shall be attached to the original of this document, and recorded in the same county or counties as the original, if the original has been recorded.

ARTICLE VII - AGENTS

7.1. **Substitute Agents.** If you resign, die, become incapacitated, or fail to act as agent for any other reason, then I appoint the following individuals as substitute attorneys-in-fact, (if the word "NONE" appears below, then I have purposely made no designation of a substitute agent), with all the same powers granted to you, and she shall serve as followings: **NONE**

7.2. **Resignation Of Agent.** Your resignation as my agent, or the declination of any of the named substitute attorneys, shall be made in writing and shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

7.3. **References To Agent(s).** All references to you in this document shall include references to each of your substitutes.

7.4. **Joint Agents.** If I have appointed more than one person to act as my agent, such persons may exercise alone or jointly the powers set forth herein. Notwithstanding the power granted to either agent to act alone, each agent shall have no power to perform any act to which the other agent objects. Any third person who receives a written objection signed by the other agent before acting on the instructions of one agent, shall not be entitled to rely on such

instructions. Third persons who do not receive a written objection from the other shall, however, be entitled to rely on the instructions of only one agent without further proof of the other agent's joinder.

7.5. **Documentation Of Agent's Unwillingness Or Inability To Serve.** Any agent's unwillingness or inability to serve as my agent shall be documented by one of the following instruments attached to this Durable Power of Attorney: a resignation or declination to serve dated and signed by such agent; a written opinion dated and signed by a licensed physician (or declaration under penalty of perjury) that such agent is physically or mentally incapable of serving; a certified copy of a court order as to the incapacity or inability of such agent to serve; or a certified copy of a death certificate of such agent. All third parties who deal with any successor agent shall be entitled to rely on this power of attorney provided any such instrument is either attached to it or separately presented to them.

ARTICLE VIII - CONSERVATOR I GUARDIAN *AD LITEM*

8.1. **Nomination Of Conservator.** If at any time it becomes necessary to appoint a conservator of my estate, I hereby nominate you as such conservator. If for any reason it becomes necessary to appoint a substitute conservator, then I nominate the substitute attorneys named in this document as substitute conservators to serve in the order named. I grant to my conservator all of the powers specified in the California Probate Code. My conservator shall serve in such capacity without bond, or, if a bond be required, I request that such bond be set as low as possible. I hereby revoke all prior conservatorship nominations that I have made.

8.2. **Nomination Of Guardian *Ad Litem*.** If at any time it becomes necessary to appoint a guardian ad litem to represent me, I hereby nominate you as such guardian. If for any reason it becomes necessary to appoint a substitute guardian ad litem, then I appoint the substitute attorneys named in this document as substitute guardians to serve in the order named.

ARTICLE IX - MISCELLANEOUS PROVISIONS

9.1. **Definition of Descendants.** As used in this document, my "descendants" shall include my lineal issue of all degrees, and references to my descendants or children shall include descendants by adoption as well as by birth, and an adoption of such a descendant of mine by another within or without my family shall be disregarded for purposes of this document.

9.2. **Photostatic Copies.** Only one original of this document has been executed. All parties dealing with you are authorized to rely fully on a photostatic copy of the original executed document.

9.3. **Severability.** If any provision of this document is not enforceable or is not valid, the remaining provisions shall remain effective.

9.4. **Exculpation.** Neither you nor any of your substitutes shall incur any liability to me, my estate, my heirs, successors, or assigns for acting or refraining from acting hereunder,

except for willful misconduct or gross negligence. Neither you nor your substitutes shall have responsibility to make my assets productive of income, to increase the value of my estate, to diversify my investments, or for entering transactions authorized by this document with yourself so long as you believe such actions are in my g best interests or in the best interests of my estate and those interested in my estate.

9.5. **Governing Law.** This document shall be governed by the laws of the State of California in all respects, including its validity, construction, interpretation, and termination.

I execute this Durable Power of Attorney on April 23, 2014, at Vallejo, California.

George J. Menchaca

GEORGE J. MENCHACA, Principal

STATE OF CALIFORNIA)
)ss.
COUNTY OF SOLANO)

On April 23, 2014, before me, DIANA P. EVANS, a Notary Public, personally appeared **GEORGE J. MENCHACA**, 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 he executed the same in his authorized capacity, and that, by his 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.

Signature _____
NOTARY PUBLIC

