

## **GENERAL DURABLE POWER OF ATTORNEY**

I, SALLY J. FLOYD, residing in Alameda County, California, hereby appoint CAROLE LEITA, as my true and lawful attorney-in-fact, hereinafter, "my agent." If CAROLE LEITA is unable or ceases to act as my agent, I appoint CRISCO MCCULLOUGH, as my agent. This power of attorney shall become effective only upon my incapacity, continue notwithstanding my incapacity and cease when I am deemed to have regained my capacity.

To effectuate this power of attorney in the event of my incapacity, I direct my agent to determine, with the concurrence of a medical doctor who has treated or examined me within seven days of the determination, that I am incapacitated. I understand that the power of attorney shall not spring into effect unless my agent declares under penalty of perjury that I am incapacitated. That declaration shall include a warranty that my agent has consulted with a medical doctor who has treated or examined me within seven days, and that that doctor agrees with my agent's decision. My agent may not be held liable for executing this declaration in good faith.

I may also trigger this Power of Attorney at any time, regardless of incapacity (but also to survive my incapacity) by stating so in writing.

When signing on my behalf under this durable power of attorney, my attorney in fact shall sign as set forth in Civil Code Section 1095:

"SALLY J. FLOYD, by CAROLE LEITA, her Attorney in Fact".

### **ARTICLE 1** **SPECIFICALLY DELEGATED POWERS**

My agent has sole discretion, with respect to any and all of my property and interest in property (real, personal, intangible and mixed), to exercise the authority described in this document.

#### **1.1 Powers With Respect to Bank Accounts**

(a) My agent has the power to establish accounts of all kinds in my name or for my benefit, with financial institutions of any kind, including but not limited to banks, credit unions, and savings and loan institutions. My agent may open an account in the name of any trust of mine, even if my agent is not a trustee or successor trustee.

(b) My agent shall also have the right to write checks on or to withdraw from and grant security interest in all accounts in my name or in which I am an authorized signatory (except accounts which I hold in a fiduciary capacity); to deposit into, or modify, close, or otherwise manage such accounts or funds and to negotiate, endorse, sign, transfer, or otherwise prepare any instrument affecting those accounts or items.

(c) My agent shall have the authority to access, manage and use any funds in any account on which I have management and access powers. This specifically includes accounts in the name of a business entity if I am a signatory on those accounts. As to any such accounts, my agent will be bound by the same duties concerning those accounts as I am bound. I specifically release any banking institutions from a duty to oversee, investigate or inquire into how my agent uses such business accounts.

### 1.2 Power to Invest

My agent has the power to invest and reinvest all or any part of property or interests in property wherever located, including without being limited to securities of all kinds, bonds, notes (secured or unsecured), 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, 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; to sell and terminate any investments whether made by me or my agent; to establish, use and terminate savings and money market accounts with financial institutions of all kinds; to establish, utilize and terminate accounts with securities brokers; to employ, use the services of, compensate and terminate the services of such financial and investment advisors and consultants as my agent shall deem appropriate; and to establish, use, and terminate managing agency accounts with corporate fiduciaries.

### 1.3 Power to Manage Real Property

(a) As to any interest in real property, my agent shall have all the powers of an owner, including, but not limited to: the power to contract for, purchase, and receive such property and all deeds and other assurances or evidence of title; to lease, sell, change the form of title, release, convey, mortgage, hypothecate, or otherwise encumber, refinance, borrow upon, and convey by way of deed of trust, upon such terms and conditions and under such covenants as my agent 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 any receipt for rents and profits, from such properties; to subdivide, develop or dedicate such property 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; 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. The power to sell real estate necessarily includes the power to hire real estate professionals to do this, and to enter into listing agreements.

(b) My agent shall have the power to accept real property as security for a loan; 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 hire assistance and labor.

(c) My agent shall have the right to insert as an exhibit to this instrument any descriptions of real property in which I may now have or hereafter acquire an

interest, but the absence of such attachments does not limit my agent's ability to exercise any of the powers granted in this document.

(d) My attorney- in- fact shall have the power to enter into a reverse mortgage secured by my home. My agent shall have the power to use the equity of any real estate that I own to generate funds in any manner.

#### 1.4 Power to Manage Personal Property

(a) With respect to personal property, my agent has the power to lease, sublease, and release; to recover possession by all lawful means; to collect, sue for, receive and give receipt for rents and profits therefrom; to maintain, protect, repair, preserve, insure, alter or improve all or any part thereof.

(b) My agent has the power to sell and to buy personal property.

(c) My agent has the power to mortgage and/or grant security interests in any personal property or intangibles now or hereafter owned by me, whether acquired by me or for me by my agent.

#### 1.5 Power to Borrow Money and Pay Debts

(a) My agent has the power to borrow money and to execute and deliver negotiable or non-negotiable notes with or without security. My agent has the power to borrow money upon any life insurance policies owned by me upon my life and to grant a security interest in such policy to secure any such loans; and no insurance company shall be under any obligation to determine the need for such loan or the application of the proceeds by my agent.

(b) My agent has the power 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.

#### 1.6 Power to Create, Amend and Terminate Trust(s) for my Benefit

My agent has the power to execute a revocable trust agreement with such trustee(s) as my agent shall select. Such trust shall provide that the trust may be revoked or amended by me or my agent at any time. My agent may act as sole trustee or as one of two or more trustees. My agent shall have the authority to amend or terminate any trust of mine unless such power is specifically denied in the trust instrument.

My agent has the power to set up a Special Needs Trust for my benefit. This trust may not be revoked or amended by me, however it may be revoked or amended by a court upon a finding that the trust was established in bad faith and against my interests.

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1.7 Power to Fund Trust(s)

My agent shall have the power to transfer to the trustee(s) of any revocable trust agreement created by me at any time, any or all of my cash, property or interests in property, including any rights to receive income from any source, provided that during my lifetime I am the primary beneficiary of the trust. My agent may make such transfers absolutely or for my lifetime only with the remainder or reversion 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.

1.8 Power to Withdraw Funds from Trust(s)

My agent has the power to withdraw and/or receive any and all assets 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 a receipt and release or similar document for the income or corpus so received.

1.9 Powers With Respect to Safe Deposit Boxes

My agent shall have the right to enter, establish, maintain, or close any safe deposit box(es) held in my name either alone or with another; and in so doing to sign my name and to act for my benefit. My agent may add to and remove all or any of the contents from my safe deposit box(es).

1.10 Power with Respect to Taxes

My agent shall have the power 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 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 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 for which the statute of limitations has not run and to the tax year in which this durable power of attorney was executed and any subsequent 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.

1.11 Power With Respect to Employment Benefits

My agent has the power to create and/or to contribute to an IRA or employee benefit plan (including a plan for a self-employed individual) for my benefit;

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, so long as such decisions do not result in a change of beneficiaries; to make voluntary contributions to such plans; to make "roll-overs" of plan benefits into other retirement plans.

1.12 Power with Respect to Legal and Other Actions

My agent shall have the right to prosecute and to defend legal actions and to settle or compromise such actions for my benefit.

1.13 Power to Sell

My agent has the power 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, upon such terms and conditions and security as my agent shall deem appropriate and to grant options with respect to sales; to make such disposition of the proceeds of such sale or sales (including expending such funds for my benefit) as my agent deems appropriate.

1.14 Power to Buy

My agent has the power to buy every kind of property (real, personal, intangible or mixed), upon 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 property purchased by my agent.

1.15 Powers With Respect to Credit Cards

My agent has the power to use any credit card held in my name to make such purchases for my benefit and to sign such charge slips as may be necessary to use credit cards. My agent may also cancel my credit accounts.

1.16 Power to Apply for Government and Insurance Benefits

My agent shall have the right to apply for government and insurance benefits on my behalf.

1.17 Power to Make, Renew, Extend and Modify Loans

My agent shall have the power to lend money and property at such interest rate, if any, and upon 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. My property shall not be loaned to my agent.

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1.18 Power to Disclaim, Release, or Abandon Property Interests

My agent has the power to sign and deliver a valid disclaimer under the Internal Revenue Code and the California Probate Code, when, in the judgment of my agent, my family's best interest would be served.

My agent has the power to disclaim any property, 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; and to release or abandon any property, 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.

My agent shall have the right to hire and to pay legal and financial counsel to help my agent decide whether to file such disclaimer or release.

1.19 Power to Obtain and Maintain Eligibility for Public Benefits

My agent shall have the power to take any and all steps necessary, in my agent's judgment, to obtain and maintain my eligibility for any and all public benefits and entitlement programs. Such programs include, but are not limited to, Social Security, Supplemental Security Income, Veterans Benefits, Medicare, Medi-Cal and/or Medicaid, and In Home Support services.

1.20 Powers With Respect to Insurance

My agent has the power to insure my life or the life of anyone in whom I have an insurable interest; to continue life insurance policies now or hereafter owned by me on either my life or the lives of others; to pay all insurance premiums; to select any options under such policies; to increase coverage under any such policy; to borrow for my benefit against any such policy; to pursue all insurance claims on my behalf; to purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person whom I am obligated to support or may have assumed the obligation to support; to carry insurance of such kind and in such amounts as my agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability; to pay the premiums; to pursue claims thereunder.

1.21 Power to Renounce Fiduciary Position(s)

My agent shall have the power 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, agent, and officer or director of a corporation; 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.

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#### 1.22 Powers With Respect to Partnerships

My agent shall have the power to exercise any right, power, privilege or option I may have or may claim under any contract or partnership, whether as a general, special or limited partner; to modify or terminate my interest upon 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.

#### 1.23 Power to Exercise Rights in Securities

My agent shall have the power 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; to vote at all meetings of security holders, regular or special; 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.

#### 1.24 Accounting Requirement

My agent need not account for his or her actions other than on the exercise of the statutory right of specified persons as provided in California Probate Code Section 4236.

#### 1.25 Powers With Respect to Promissory Notes

As to any promissory note receivable, secured or unsecured, my agent shall have the right to sue on, collect, compromise, endorse, borrow against, encumber, release, or reconvey that note and any deed of trust.

#### 1.26 Power Concerning Pets

My agent shall have the right to make all decisions regarding my pets as if my agent were the owner of the pets.

#### 1.27 Clause Authorizing Gifting

My agent may make gifts, grants, or other transfers without consideration, either outright or in trust, for any legitimate estate planning purpose, to or for my benefit, for the benefit of the natural objects of my bounty, or for charitable organizations.

1.28 Power Concerning Digital Property

My agent shall have the power to access any and all digital accounts of mine. This includes, but is not limited to, email accounts, social networking accounts, and professional networking accounts. My agent shall be allowed to access this property even if my agent lacks a proper password or other log-in information.

**ARTICLE 2**  
**INCIDENTAL POWERS**

2.1 Incidental Powers

In connection with the exercise of the powers herein described, my agent is fully authorized and empowered to perform any acts and to execute and deliver any documents, instruments, and papers necessary, appropriate, incidental or convenient to such exercise.

2.2 Resort to Courts

My agent shall have the power to seek appropriate court orders, including but not limited to declaratory judgments and mandatory injunctions requiring acts which my agent deems appropriate if a third party refuses to comply with actions taken by my agent which are authorized by this document or forbidding acts by third parties which my agent has not authorized. In addition, my agent may sue a third party who fails to comply with actions I have authorized my agent to take and demand damages, including punitive damages, on my behalf for such noncompliance.

2.3 Power to Hire Professionals

My agent shall have the right to hire and/or fire lawyers, accountants, investment counselors, companions, and realtors; and nurses, physicians, dentists, in consultation with my agent under a durable power of attorney for health care; and other persons to render services for my benefit and to me or my estate and to pay reasonable fees and compensation to such persons.

2.4 Power to Sign Documents

My agent has the power to execute, endorse, seal, acknowledge, deliver, and file or record agreements, instruments or 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.

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## 2.5 Power to Supplement this Instrument

My agent may supplement this instrument by adding or modifying the descriptions of any property, real or personal, which I may now or hereafter own, in whole or in part.

## 2.6 Power to Do Miscellaneous Acts

My agent shall have the power 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, and to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, any interest of mine or to any person for whom I am responsible.

### **ARTICLE 3** **CARE OF PERSON**

3.1 With regard to the care of my person, I authorize my agent to exercise the following powers:

(a) My agent has the power to do all acts necessary for maintaining my customary standard of living.

(b) My agent may make arrangements for me with home health care agencies, with any hospital, hospice, nursing home, convalescent home or similar establishment in accordance with the health care decisions of and in cooperation with my acting agent for health care.

(c) My agent has the power to provide opportunities for me to engage in recreational and sports activities, including travel, as my health permits.

(d) My agent has the power to provide for such companionship for me as will meet my needs and preferences at a time when I am incapacitated or otherwise unable to arrange for such companionship myself.

(e) I grant to my agent full power and authority to transact all and every kind of business of whatever kind or nature and generally to do and perform all things, and make, execute and acknowledge all contracts, orders, deeds, writings, assurances and instruments which may be requisite or proper to effectuate any matter appertaining or belonging to me and generally to act for me in all matters affecting any business or property which I may now or in the future have with the same force and effect and to all intents and purposes as though I were personally present and acting for myself.

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**ARTICLE 4**  
**POWERS NOT GRANTED TO MY AGENT**

My agent shall not have the power to make decisions for me which are too personal to be delegated, including decisions to marry, divorce, or adopt. If, at the time this power of attorney is triggered, I am in the process of divorce or adoption, my agent has the power to complete, or not complete, that process.

**ARTICLE 5**  
**THIRD PARTY RELIANCE**

5.1 For the purpose of inducing 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:

(a) 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 revocation or amendment.

(b) The powers conferred on my agent by this document may be exercised by him/her alone, and his/her authorized 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.

(c) No person who relies upon any representation my agent may make in order to exercise authority under this document shall incur any liability to me, my estate, my heirs, successors, or assigns for permitting my agent to exercise any power granted to him or her, nor shall any person who deals with my agent be responsible to determine or insure the proper application of funds or property.

(d) All third parties from whom my agent may request information regarding my personal affairs are hereby authorized to provide such information to my agent and are released from any legal liability whatsoever to me, my estate, my heirs, successors, or assigns for complying with my agent's requests.

5.2 I hereby represent, warrant, and agree that:

(a) All the exculpatory clauses relating to those who provide information or records to my agent shall apply, also, to my lawyer or lawyers who provide information or records to my agent; and

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(b) I authorize in advance any lawyer or lawyers of whom I have been a client to release to my agent all information or photocopies of any records which my agent may request.

## **ARTICLE 6**

### **ADMINISTRATIVE PROVISIONS**

#### 6.1 Revocation and Amendment

(a) I revoke all prior General Powers of Attorney that I may have executed and I retain the right to revoke or amend this Power of Attorney. Until or unless I revoke this Power of Attorney, my agent shall also have the right to amend it. No amendment shall eliminate my right to revoke or amend the Power of Attorney.

(b) Any grant of a Durable Power of Attorney made by me subsequent to the date of execution of this Durable Power of Attorney shall revoke this Durable Power unless the subsequent Durable Power contains a statement to the contrary and specifically refers to this Durable Power of Attorney by its date.

#### 6.2 Disregard Invalid Provisions

If any provision of this Power is invalid for any reason, such invalidity shall not affect any of the other provisions of this Power, and all invalid provisions shall be wholly disregarded. California law shall govern this document.

#### 6.3 Compensation of Agent

My agent shall be entitled to reasonable compensation.

#### 6.4 Reliance on Photocopy

Any person dealing with my agent shall have the right to rely on a photocopy of this Power of Attorney, certified by my agent as being genuine.

## **ARTICLE 7**

### **NOMINATION OF CONSERVATOR**

If a conservator of the estate is to be appointed for me, I nominate my agents to serve, in the order listed in the initial paragraph.

## **ARTICLE 8**

### **AUTHORIZATIONS, REPRESENTATIONS AND EXECUTION**

I hereby waive voluntarily any physician-patient privilege or psychiatrist-patient privilege that may exist in my favor and I authorize physicians to examine me and

disclose my physical or mental condition in order to determine my incapacity or capacity for purposes of this instrument. The licensed physicians and/or psychiatrists who act under this paragraph shall not be liable to me for any actions taken by them in good faith under this paragraph.

8.1 Before executing this document, my lawyer explained to me the following:

(a) This is an important legal document. It creates a durable power of attorney.

(b) This document provides my agent with broad powers to dispose, sell, convey and encumber my real and personal property.

(c) These powers shall become effective as of my incapacity, to be determined in accordance with this document, and shall continue indefinitely thereafter until I regain capacity, or unless and until I revoke or terminate this Durable Power of Attorney.

(d) I have the right to revoke or terminate this Durable Power of Attorney at any time providing I am then competent. If the Durable Power of Attorney has been recorded in any county, the revocation shall be recorded in the same county.

I sign this document with the intention of creating a Durable Power of Attorney under California Probate Code Sections 4400-4465.

Executed on 9/23/13, at Berkeley, CA,  
California.

Sally J. Floyd  
SALLY J. FLOYD



**DECLARATION THAT SALLY J. FLOYD IS INCAPACITATED**

I declare under penalty of perjury under the laws of the State of California that the contingency specified in the Durable Power of Attorney dated \_\_\_\_\_ and signed by SALLY J. FLOYD occurred on or about \_\_\_\_\_.

Specifically, I declare that SALLY J. FLOYD is currently incapacitated. In making this decision, I have consulted with \_\_\_\_\_, a medical doctor who has treated or examined SALLY J. FLOYD within the last seven days. Dr. \_\_\_\_\_ concurs with my determination that SALLY J. FLOYD is currently incapacitated.

I declare under penalty of perjury that I am the person designated to act as Attorney in Fact under SALLY J. FLOYD's Durable Power of Attorney. By executing this declaration I declare my intent to exercise my power under that Power of Attorney. Any person may act in reliance on this written declaration without liability to SALLY J. FLOYD or to any other person, regardless whether the specified contingency has actually occurred.

Date \_\_\_\_\_

\_\_\_\_\_  
Attorney in Fact