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TO
ESTATE PLANNING DOCUMENTS
OF
PATRICK E. PHILLIPS**

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**WILL
OF
PATRICK E. PHILLIPS**

I, Patrick E. Phillips, a resident of Jefferson County, Colorado, revoke any prior wills and codicils made by me and declare this to be my will.

ARTICLE 1 – FAMILY INFORMATION

I am not married nor am I a partner in a civil union. My adult children now living are Michael P. Phillips and John J. Phillips. Any reference in my will to my children is to such children and to any children subsequently born to or legally adopted by me. Any reference in my will to my descendants is to my children and their descendants.

ARTICLE 2 – SPECIFIC AND GENERAL GIFTS

2.1 GIFT TO SPOUSE AND CHILDREN: I give all my household goods, personal effects, and other articles of tangible personal property, together with any insurance policies covering such property and claims under such policies, to my children who survive me, but not to their descendants, in shares of substantially equal value, to be divided among them as they shall agree. In case my children and such other person do not agree upon the division of such property within three months after the appointment of my personal representative, my personal representative shall make the division. Notwithstanding the foregoing, should my personal representative determine that it would not be in the best interest of my children to receive possession of any item of such property, my personal representative may sell such item and add the proceeds to my residuary estate.

2.2 EXPENSES: All reasonable expenses of storage, packing, shipping, delivery, insurance or sale shall be paid as expenses of administration.

ARTICLE 3 – RESIDUARY ESTATE

3.1 DEFINITION OF RESIDUARY ESTATE: All the remainder of my estate, including property referred to above that is not effectively disposed of, shall be referred to in this will as my “residuary estate.” I do not exercise any power of appointment under the provisions of this article.

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3.2 DISPOSITION OF RESIDUARY ESTATE:

- a) Primary Disposition: I give my residuary estate to my spouse if my spouse survives me.
- b) Contingent Disposition: If my spouse does not survive me, I give my residuary estate to my descendants by representation.

3.3 REMOTE CONTINGENT DISPOSITION: If there is no person or entity qualified to receive final distribution of my residuary estate or any part of it, then any such portion of my residuary estate with respect to which such failure of qualified recipients has occurred shall be distributed one-half to those persons who would inherit it had I died intestate and unmarried owning such property, and one-half to those persons who would inherit it had my spouse simultaneously died intestate and unmarried owning such property, all as determined and in the proportions provided by the laws of Colorado in effect at my death.

ARTICLE 4 – DESIGNATION AND SUCCESSION OF FIDUCIARIES

4.1 PERSONAL REPRESENTATIVE: I nominate my son, **John J. Phillips**, as my personal representative. If my son fails or ceases to act as my personal representative, I nominate my son, **Michael P. Phillips**, as my personal representative.

ARTICLE 5 – POWERS OF FIDUCIARIES

5.1 GRANT: My fiduciaries may perform every act reasonably necessary to administer my estate and any trust established under my will. Specifically, my fiduciaries may hold, retain, invest, reinvest and manage real or personal property, including interests in any form of business entity including, but not limited to, limited partnerships and limited liability companies, and policies of life, health and disability insurance, without diversification as to kind, amount, or risk of non-productivity and without limitation by statute or rule of law but in all other respects in accordance with the Colorado Uniform Prudent Investor Act. They may partition, sell, exchange, grant, convey, deliver, assign, transfer, lease, option, mortgage, pledge, abandon, borrow, loan, contract, distribute in cash or kind or partly in each at fair market value on the date of distribution, without requiring pro rata distribution of specific property and without requiring pro rata allocation of the tax basis of such property. They may hold in nominee form, continue businesses, carry out agreements, deal with themselves, other fiduciaries and business organizations in which my fiduciaries may have an interest. They may establish reserves, release powers, and abandon, settle, or contest claims. They may employ attorneys, accountants, investment advisors, custodians of trust property, and other agents or assistants as deemed advisable to act with or without discretionary powers and compensate them and pay their expenses from income or principal or both.

5.2 FIDUCIARIES' POWERS ACT: In addition to all of the above powers, my fiduciaries may exercise those powers set forth in the Colorado Fiduciaries' Powers Act as amended after the

date of this instrument. I incorporate such Act as it exists today by reference and make it a part of this instrument.

5.3 DISTRIBUTION ALTERNATIVES: My fiduciaries may make any payments under my will or any trust under my will:

- a) Directly to the beneficiary;
- b) In any form allowed by applicable state law for gifts or transfers to minors or persons under disability;
- c) To the beneficiary's guardian, conservator, or caregiver for the benefit of the beneficiary; and
- d) By direct payment of the beneficiary's expenses. A receipt by the recipient for any such distribution, if such distribution is made in a manner consistent with the proper exercise of my fiduciaries' duties hereunder, shall fully discharge my fiduciaries.

ARTICLE 6 – ADMINISTRATIVE PROVISIONS

6.1 COURT PROCEEDINGS: Any trust established under this instrument shall be administered in a timely and efficient manner consistent with its terms, free of active judicial intervention and without order, approval, or other action by any court. It shall be subject only to the jurisdiction of a court being invoked by the trustees or other interested parties or as otherwise provided by law.

6.2 NO BOND: I direct that no fiduciary shall be required to give any bond in any jurisdiction, and if, notwithstanding this direction, any bond is required by any law, statute, or rule of court, no sureties be required.

6.3 COMPENSATION: Any fiduciary under this instrument shall be entitled to reasonable compensation commensurate with services actually performed and to be reimbursed for expenses properly incurred.

6.4 INALIENABILITY: No beneficiary shall have any right to anticipate, sell, assign, mortgage, pledge, or otherwise dispose of or encumber all or any part of any trust estate established for his or her benefit under this instrument. No part of such trust estate, including income, shall be liable for the debts or obligations of any beneficiary or be subject to attachment, garnishment, execution, creditor's bill, or other legal or equitable process.

6.5 DISTRIBUTION TO DISABLED PERSONS OR PERSONS UNDER 21: If any beneficiary to whom my personal representative is directed to distribute any share of my probate estate is under the age of 21 years or is, in the opinion of that fiduciary, under any disability which renders such beneficiary unable to administer distributions properly when the distribution is to be

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made, such fiduciary, in its discretion, acting as trustee, may continue to hold such beneficiary's share as a separate trust until he or she reaches the age of 21 or overcomes the disability, when my trustee shall distribute such beneficiary's trust to him or her.

a) While any trust is being held under this paragraph, my trustee may distribute to, or apply for the benefit of, the beneficiary for whom the trust is held such amounts of the net income or principal, or both, as my trustee may determine in its sole and absolute discretion. Any undistributed net income may be added to principal from time to time in the discretion of my trustee. My trustee shall exercise its discretion in such a manner as to maximize medical or public assistance benefits, and shall not enter into any agreement with any representative of a medical or public assistance program or governmental entity which compromises such beneficiary's continued care or eligibility for services in or from any public or private institution or facility. My trustee's discretion shall be absolute and binding on all persons, including any organization providing benefits to the beneficiary.

b) Upon the death of such beneficiary before he or she attains the age of 21 years or before his or her disability ceases, my trustee shall distribute the trust, including any accrued and undistributed net income, to such persons as such beneficiary may appoint by his or her will. Such will may be made either before or after my death, making specific reference to this power, and shall be admitted to probate in a formal or informal proceeding. This special power may not be exercised in favor of such beneficiary's estate, such beneficiary's creditors, or the creditors of such beneficiary's estate. To the extent this special power of appointment is not exercised, on the death of such beneficiary, the trust property shall be distributed to his or her then-living descendants by representation, or, if none, to the then-living descendants by representation of that parent of the beneficiary who was a child of mine, or, if none, to my then-living descendants by representation.

6.6 PROTECTION AGAINST PERPETUITIES RULE: All trusts created hereunder shall in any event terminate no later than 21 years after the death of the last survivor of the group composed of myself, my spouse, and those of my descendants living at my death. The property held in trust shall be discharged of any trust and shall immediately vest in and be distributed to the persons then entitled to the income therefrom in the proportions in which they are beneficiaries of the income, and for this purpose only, any person then eligible to receive discretionary payments of income of a particular trust shall be treated as being entitled to receive the income, and if two or more persons are so treated, the group of such persons shall be treated as being entitled to receive such income as a class, to be distributed among them by representation.

6.7 ANCILLARY FIDUCIARY: In the event ancillary administration shall be required or desired and my domiciliary personal representative is unable or unwilling to act as an ancillary fiduciary, my domiciliary personal representative shall have the power to designate, compensate, and remove the ancillary fiduciary. The ancillary fiduciary may either be a natural person or a corporation. My domiciliary personal representative may delegate to such ancillary fiduciary such powers granted to my original personal representative as my personal representative may deem proper, including the right to serve without bond or surety on bond. The net proceeds of the ancillary estate shall be paid over to the domiciliary personal representative.

ARTICLE 7 – TAX PROVISIONS

7.1 DEATH TAXES: I direct that all estate, inheritance and succession taxes payable by reason of my death shall be apportioned as provided under the law of Colorado then in effect at the date of my death. In so doing, my personal representative shall charge such taxes against the property generating the tax, whether or not such property passes under my will. To the extent practicable, it shall deduct the amount of such taxes from the property distributable under my will and recover from the beneficiaries of property passing other than by my will their allocable share of such taxes, unless my personal representative in its discretion determines that the cost of recovery is greater than such recovery warrants.

ARTICLE 8 – GENERAL PROVISIONS

8.1 ADOPTED CHILDREN: A child adopted by any person and the descendants by blood or adoption of such child shall be considered the descendants of such adopting person and of such person's ancestors if the adoption is by legal proceeding while the child is under the age of 21 years.

8.2 APPLICABLE LAW: The validity and construction of my will shall be determined by the laws of Colorado. Questions of administration of any trust established under my will shall be determined by the laws of the situs of administration of such trust.

8.3 BY REPRESENTATION: Whenever property is to be distributed or divided among descendants of a designated person "by representation," the property is divided into as many equal shares as there are (i) surviving descendants in the generation nearest to the designated ancestor which contains one or more surviving descendants and (ii) deceased descendants in the same generation who left surviving descendants, if any. Each surviving descendant in the nearest generation is allocated one share and the share of each deceased descendant in the same generation is divided among his or her descendants in the same manner.

8.4 CONSTRUCTION: Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural. Words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender, if appropriate.

8.5 HEADINGS AND TITLES: The headings and paragraph titles are for reference only.

8.6 OTHER DEFINITIONS: Except as otherwise provided in this instrument, terms shall be as defined in the Colorado Probate Code as amended after the date of this instrument and after my death.

8.7 SURVIVORSHIP: For purposes of this will, any beneficiary shall be deemed to have predeceased me if such beneficiary dies within 30 days after the date of my death.

8.8 SEVERABILITY: If any part of this instrument shall be adjudicated to be void or invalid,

the remaining provisions not specifically so adjudicated shall remain in full force and effect.

I, Patrick E. Phillips, sign my name to this instrument on July 19, 2010, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my will and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

P E Phillips
Patrick E. Phillips, Testator

We, Rebecca Mastel and Judy Hernandez, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that Patrick E. Phillips signs and executes this instrument as his will and that he signs it willingly and that he executes it as his free and voluntary act for the purposes therein expressed, and that each of us, in the conscious presence of Patrick E. Phillips, hereby sign this will as witness to his signing, and that to the best of our knowledge Patrick E. Phillips is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

R. Mastel
Witness

Judy Hernandez
Witness

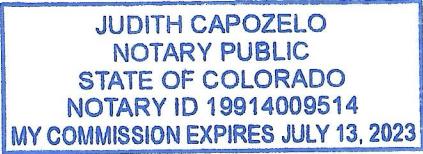
9945 Croke Dr. Thornton CO
Address 80260

2732 S. Fenton St. Denver CO 80227
Address

STATE OF COLORADO)
CITY AND COUNTY OF DENVER)
) Ss.
)

Subscribed, sworn to, and acknowledged before me by Patrick E. Phillips, and subscribed
and sworn to before me by Rebecca Mostel and
JUDY HERNANDEZ, witnesses, on February 7, 2023, 2023.

WITNESS MY HAND AND OFFICIAL SEAL.



JUDITH Capozelo
Notary Public

My commission expires July 13, 2023.

**GENERAL DURABLE POWER OF ATTORNEY
OF
PATRICK E. PHILLIPS**

I, Patrick E. Phillips, of Jefferson County, Colorado, the principal, revoke all prior general durable nonmedical powers of attorney, and I appoint my son, John J. Phillips as my attorney-in-fact (subsequently called agent). If my agent ceases to serve due to death, incapacity, resignation, or other cause, I appoint my son, Michael P. Phillips as successor agent. My agent shall have the following authority:

1) GRANT OF AUTHORITY

My agent may do everything necessary in my name and for my benefit which I could do if I were personally present and able. It is my intention that my agent may perform any act and exercise any power, duty, right, or obligation that I could perform or exercise. Such authority is intended to relate to any person, transaction, or interest concerning real and personal property, including intangible property interests, in which I now have an interest, and property in which my interest is subsequently acquired.

2) UNIFORM POWER OF ATTORNEY ACT

My agent's authority includes, but is not limited to, the general authority granted by the Uniform Power of Attorney Act, C.R.S. §§ 15-14-701, *et seq.*, or in any successor Colorado statute. General construction of authority granted to my agent is described in C.R.S. §§ 15-14-724(5) (grant of broadest authority controls) and 15-14-726.

3) GENERAL POWERS

I grant to my agent the general powers listed in C.R.S. §§ 15-14-727 through -739. The following powers are illustrative of my agent's authority; they are not intended to be exclusive:

3.1) To acquire, encumber, and dispose of any interest of mine in real or personal property upon such terms as my agent determines to be appropriate.

3.2) To hold, invest, lease, and otherwise manage any interest of mine in real or personal property; to recover possession of property by lawful means; and to

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maintain, protect, insure, move, store, repair, rebuild, alter, or improve any of that property.

3.3) To acquire, exchange, and dispose of any interest that I have in stocks, bonds, other securities, and government investments, including Treasury bills, bonds, and notes.

3.4) To buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange.

3.5) To deposit or withdraw from any account or interest of mine in any bank, investment institution, credit union, savings and loan association, or similar institution; to open, continue, modify, or terminate accounts in any such institution in my name, or in the name of my agent.

3.6) To make, endorse, execute, deliver, and receive deeds, assignments, contracts, checks, drafts, notes, receipts, releases, and any other written instruments that may be necessary. This power expressly includes the authority to endorse and collect obligations of the United States Government or any other governmental entity and to obtain duplicates for checks or other instruments that are missing for any reason.

3.7) To borrow in my name and for my benefit, upon such terms as my agent determines to be necessary, and to pledge or give as security therefor any of my property.

3.8) To have access to any safe deposit box or boxes of which I am an owner or lessee, to remove or deposit property of mine, to surrender any such box or boxes, and to rent a safe deposit box or boxes in my name or in the name of my agent, or both.

3.9) To operate, buy, sell, enlarge, reduce, or terminate an ownership interest with respect to any lawful business of whatever nature owned by me; to perform a duty or discharge a liability and exercise in person or by proxy a right, privilege, or option that I have, may have, or claim to have; to enforce the terms of an ownership agreement.

3.10) To continue, pay the premium or make a contribution on or modify, exchange, rescind, release, or terminate a contract procured by me or on my behalf that insures or provides an annuity either to me or another person, whether or not I am a beneficiary under the contract.

3.11) To accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from an estate, trust, or other beneficial interest; to demand or obtain money or another thing of value to which I am, may become, or claim to be, entitled by reason of an estate, trust, or other beneficial interest; to exercise for my benefit a presently exercisable general power of appointment held by me.

3.12) To institute, prosecute, defend, compromise, arbitrate, and settle legal or administrative proceedings, or otherwise engage in litigation on my behalf.

3.13) To perform the acts necessary to maintain the customary standard of living for me, my spouse, and the following individuals, whether living when this power of attorney is executed or later born:

a) My children;

b) Other individuals legally entitled to my support; and

c) Those individuals whom I have customarily supported or indicated my intent to support.

3.14) To enroll in, apply for, select, reject, change, amend, or discontinue a benefit or program on my behalf; prepare, file, and maintain a claim of mine for a benefit or assistance, financial or otherwise, to which I may be entitled under a statute or regulation.

3.15) To create, open, close, rollover, split up, fund, and make additions to and withdrawals or distributions from a retirement plan; to exercise investment powers available under a retirement plan; to borrow from, sell assets to, or purchase assets from a retirement plan.

3.16) To prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns; to execute IRS Form 2848, or any power of attorney form required by the Internal Revenue Service or state authority; to exercise any elections I may have under

federal, state, or local tax law; to execute IRS Form 907 or otherwise to exercise authority to extend a period of limitations; and generally to represent me in all tax matters and proceedings of all kinds and for all periods before or after the date of this delegation, before all offices and officers of the Internal Revenue Service, state taxing authority, and any other taxing body.

3.17) To engage, compensate and discharge an attorney, accountant, discretionary investment manager, expert witness, or other advisor, upon such terms as my agent determines to be appropriate, in order to exercise or implement the authorities granted under this power of attorney.

4) SPECIFIC POWERS

In addition, I grant to my agent the authority in the following paragraphs that I initial:

4.1) _____ At any time, and from time to time, to create a trust or trusts, revocable or irrevocable, for my behalf or for the benefit of my beneficiaries with ultimate dispositive provisions substantially similar to those of my existing Will or other dispositive documents.

4.2) _____ At any time, and from time to time, to transfer any property to the person then serving as trustee of any such trust, to be held and administered in accordance with the terms of the trust instrument.

4.3) _____ At any time, and from time to time, to revoke or amend any such trust, or to remove property from such trust, consistent with the terms of the trust instrument and my estate plan.

4.4) _____ To direct the trustee of any such trust to distribute income or principal from the trust to my agent for my behalf.

4.5) _____ To make a gift that, under C.R.S. § 15-14-740, is subject to certain restrictions, including the following: (a) the amount of the gift per donee per year shall not exceed the annual dollar limits of the federal gift tax exclusion under I.R.C. § 2503(b), as amended, without regard to whether the federal gift tax exclusion applies to the gift, or if my spouse agrees to consent to a split gift pursuant to I.R.C. § 2513, as amended, the amount of the gift per donee per year shall not exceed twice the annual federal gift tax exclusion limit; and (b) to consent to the splitting of a gift made by my spouse in an amount per donee per year not to exceed the aggregate annual federal gift tax exclusions for both of us.

4.6) _____ To create, revoke, or amend rights of survivorship, including the creation of joint tenancy arrangements for real or personal property, consistent with my estate plan.

4.7) _____ To create, revoke, or amend beneficiary designations, including beneficiary deeds, consistent with my estate plan, and I authorize my attorney to disclose copies of my current estate planning documents to my agent.

4.8) _____ To delegate authority, in writing, granted in this instrument to others, individual or corporate, on such terms and guidelines as my agent deems reasonable.

4.9) _____ To waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

4.10) _____ To exercise fiduciary powers that the principal has authority to delegate to an agent, including the power to participate in the appointment and removal of a fiduciary and the power to direct a fiduciary in the exercise of the fiduciary's powers.

4.11) _____ To renounce and disclaim interests and powers.

4.12) _____ Except for the exercise of a general power of appointment for my benefit, to the extent the agent is authorized as provided in C.R.S. § 15-14-734, or for the benefit of persons other than me, to the extent that the agent is authorized to make gifts as provided in C.R.S. § 15-14-740, to release and exercise powers of appointment.

4.13) _____ In addition to the general authority to operate a business described in C.R.S. § 15-14-732, to exercise on my behalf authority I have as a member, partner, or manager of a partnership, limited liability company, or other entity.

4.14) _____ In the event that the designated successor agent is unable or unwilling to serve as my agent, my agent may name one or more successor agents as authorized by C.R.S. § 15-14-711(2).

4.15) To the extent permitted by applicable law, to (i) access, use, and control digital devices, including desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device that currently exists or may exist as technology develops for the purpose of accessing, modifying, deleting, controlling, or transferring my digital assets; (ii) access, modify, delete, control, and transfer my digital assets, including all electronic communications received and sent (including the content as well as a catalogue of such communications), electronic communications accounts, digital music, digital photographs, digital videos, professional papers in electronic form, word processing documents, any and all material stored electronically in the cloud or on any websites, software licenses, social network accounts, file sharing accounts, online awards or points programs, financial accounts, banking accounts, tax preparation service accounts, domain registrations, DNS service accounts, web hosting accounts, applications designed for digital devices, and similar digital items that currently exist or may exist as technology develops; and (iii) obtain, access, modify, delete, and control passwords and other electronic credentials associated with digital devices and my digital assets described in this paragraph.

5) HIPAA AUTHORITY

My agent acting under this instrument has authority to pay for my healthcare. Accordingly, I confirm that in connection therewith, my agent is my personal representative for this purpose relating to my protected health information, pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations thereunder, in particular, 45 C.F.R. §§ 164.502(g)(1) and (2), and under Colorado state law, C.R.S. § 15-14-709(4).

6) CONSERVATOR

In the event it becomes necessary to appoint a conservator for me, I direct that the court having jurisdiction over me appoint the agent named in this durable power of attorney or the successor agent in the event that the named agent is unable to serve.

7) DURABILITY

This general power of attorney is durable. It shall not terminate in the event of my incapacity and shall survive until my death.

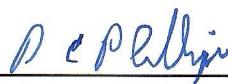
8) GOVERNING LAW

This power of attorney is written and executed in the State of Colorado and shall be interpreted in accordance with the laws of that state. I intend that this instrument be recognized to the fullest extent possible by third parties and courts in other states.

9) COMPENSATION

My agent is entitled to receive reasonable compensation for services performed and to reimbursement for expenses properly incurred.

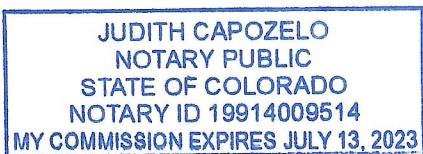
IN WITNESS WHEREOF, I have hereunto set my hand and seal on
2/1, 2023.



Patrick E. Phillips, Principal

STATE OF COLORADO)
)
) Ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on
February 7, 2023 by Patrick E. Phillips.



WITNESS MY HAND AND OFFICIAL SEAL:



Notary Public

My commission expires July 13, 2023.

ACCEPTANCE OF APPOINTMENT:



John J. Phillips

2/7 2023
Date

**MEDICAL DURABLE POWER OF ATTORNEY
OF
PATRICK E. PHILLIPS**

I, Patrick E. Phillips, the principal, an adult of sound mind, execute this Medical Durable Power of Attorney (subsequently called "power") pursuant to §§ 15-14-503 to 15-14-509, Colorado Revised Statutes, freely and voluntarily, with an understanding of its purposes and consequences. I intend my statements in this document to constitute clear and convincing evidence of my wishes concerning medical treatment.

ARTICLE 1 - RECITALS

1.1 APPOINTMENT OF AGENT: I appoint my son, John J. Phillips, as my attorney-in-fact and agent (subsequently called "agent") to make decisions for me related to my medical treatment, health care, personal care, and residential placement. I give to my agent all of the following powers which shall not be impaired by my disability or by lapse of time.

1.2 SUCCESSOR AGENT: If my son, John J. Phillips, is not available or ceases to act as my agent, then I appoint my son, Michael P. Phillips, as my agent to act with all of the powers enumerated herein. Whenever the term "agent" is used in this document, it shall apply equally to the agent originally named and to all successors.

1.3 DURATION: This instrument is not limited to a term of years; it shall terminate only upon its revocation pursuant to the provisions of this power, or upon my death, whichever event first occurs.

1.4 GENERAL GRANT: My agent has authority to do all acts related to my personal care, residential placement, and medical treatment which my agent may deem appropriate, including but not limited to the items specifically mentioned hereafter. Even if my agent is not available, I intend the following statements to guide decisions about my care and treatment.

1.5 EFFECT ON LEGAL CAPACITY: My agent's exercise of authority shall not require or imply a formal adjudication of my incapacity.

1.6 HIPAA PERSONAL REPRESENTATIVE: My Agent under this instrument is hereby designated as my "Personal Representative" as defined by Public Law 104-191 and supporting CFRs, otherwise known as the Health Insurance Portability and

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Accountability Act of 1996, as amended, or HIPAA. This “Personal Representative” may view my medical records, execute releases of confidential information from medical providers and insurers or other third parties, and shall be considered my “personal representative” for health care disclosure under HIPAA. This authorization and consent to disclosure shall apply whether or not I continue to have the capacity to give informed consent and is effective immediately upon signing of this instrument. I further consent to and direct covered entities to provide my protected health information to my “personal representative” at any time upon his or her request.

ARTICLE 2 - HEALTH AND PERSONAL POWERS

2.1 INSTRUCTIONS CONCERNING MEDICAL EVALUATIONS AND TREATMENT: I want to leave my family with assurances of my love, and without the burdens of guilt or conflict. My purposes in leaving these instructions are to alleviate uncertainty and discord that otherwise may arise in connection with decisions about my medical care and to clarify instructions to my health care providers. My agent’s authority includes, but is not limited to, decisions concerning consent to, and refusal of, artificial life support, medical treatment, surgery and other medical procedures; artificial nourishment and hydration; cardiopulmonary and other types of resuscitation, assisted respiration and ventilation support (including Do Not Resuscitate (“DNR”) orders and CPR directives); amputation of my limbs; blood transfusions; experimental drugs and medical procedures; pharmaceutical products; and arrangements for my long term care.

2.2 LONG TERM OR HOSPICE CARE: My agent is authorized to select a facility for my nursing, convalescent or hospice care and to establish my residence therein if, in my agent’s sole and exclusive discretion, such facility provides the quality of care appropriate for my medical needs and mental condition. I prefer to receive care in a hospice rather than in a hospital as the end of my life approaches.

2.3 MEDICAL RECORDS AND ADMISSIONS TO HEALTH CARE FACILITIES: My agent may have access to all of my medical information and records; may disclose medical and related information concerning my treatment to appropriate persons or entities; may admit or transfer me to such hospitals, hospices, or treatment facilities as my agent deems to be in my best interests; and may retain and discharge physicians and other medical advisors.

2.4 HIPAA PROTECTED HEALTH INFORMATION AUTHORIZATION: My agent acting under this instrument has current authority to make decisions for me related to my health care. Accordingly, I confirm that in connection therewith, my agent is my personal representative for all purposes relating to my protected health information, pursuant to HIPAA and regulations thereunder, in particular, 45 C.F.R. § 164.502(g)(1) and (2), and under Colorado state law, C.R.S. § 15-14-506(3).

2.5 COMFORT CARE AND PAIN RELIEF: My comfort and freedom from pain are important for my agent and physician to maintain, insofar as possible. I authorize my agent to consent on my behalf to the administration of whatever pain-relieving drugs and surgical pain-relieving procedures my agent, upon medical advice, believes may provide comfort to me, even though such drugs or procedures may lead to pharmaceutical addictions, lower blood pressure, lower levels of breathing, or may hasten my death. Even if artificial life support or aggressive medical treatment has been withdrawn or refused, I want to be kept as comfortable as possible, and I do not want to be neglected by medical or nursing staff.

2.6 LIVING WILL: I have executed a living will declaration under the laws of the state of Colorado. To the extent that any provisions of this medical durable power of attorney are deemed to conflict with my living will my living will shall prevail.

If I become unconscious or incompetent in a state where my living will declaration or this medical durable power of attorney is not honored, I authorize my agent to transport me or arrange for my transportation to a jurisdiction where my medical directives will be enforceable.

2.7 ANATOMICAL GIFTS: I hereby authorize the following acts with regard to donation of my organs, tissue, bone, corneas, and other components of my body:

1st I authorize my agent to make anatomical gifts on my behalf for the limited purpose of transplantation, which shall take effect upon my death, to such persons and organizations as my agent shall deem appropriate, and to execute such instruments and perform such acts as may be necessary, appropriate, incidental, or convenient in connection with such gifts.

2nd I authorize my agent to make anatomical gifts on my behalf for the limited purpose of transplantation to members of my immediate family, and to execute such instruments and perform such acts as may be necessary, appropriate, incidental, or convenient in connection with such gifts.

I authorize my agent to make anatomical gifts on my behalf for purposes of medical research, and to execute such instruments and perform such acts as may be necessary, appropriate, incidental, or convenient in connection with such gifts.

 I do not authorize my agent to make any anatomical gifts on my behalf following my death.

ARTICLE 3 - LEGAL AND ADMINISTRATIVE POWERS AND PROVISIONS

3.1 GUARDIAN: The authority conferred upon my agent shall obviate the need for appointment of a guardian. However, should any proceeding commence for appointment of a guardian, I nominate my agent to act as guardian, without bond.

3.2 THIRD-PARTY RELIANCE: Third parties shall accept as binding the instructions and decisions of my agent regarding my medical treatment. No person or medical facility or institution shall incur any liability to me or to my estate by complying with my agent's instructions. My agent is authorized to execute consents, waivers, and releases of liability on my behalf and on behalf of my estate to all medical personnel who comply with my agent's instructions. Furthermore, I authorize my agent to indemnify and hold harmless, at my expense, any third party who accepts and acts under this power of attorney, and I agree to be bound by any such indemnity entered into by my agent.

3.3 ENFORCEMENT BY AGENT: I authorize my agent to seek on my behalf and at my expense:

- a) A declaratory judgment from any court of competent jurisdiction interpreting the validity of this document or any of the acts authorized by this document, but such declaratory judgment shall not be necessary in order for my agent to perform any act authorized by this document; and/or
- b) An injunction requiring compliance with my agent's instructions by any person providing medical or personal care to me; and/or
- c) Actual and punitive damages against any person responsible for providing medical or personal care to me who willfully fails or refuses to follow my agent's instructions.

3.4 RELEASE OF AGENT'S PERSONAL LIABILITY: My agent shall not incur any personal liability to me or my estate arising from the [good faith] [reasonable] exercise of discretion or performance of acts and duties relating to my medical treatment and personal care.

3.5 REIMBURSEMENT: My agent shall be entitled to reimbursement for all reasonable expenses arising from the performance of acts and duties relating to my medical treatment and personal care pursuant to this document.

3.6 COPIES EFFECTIVE AS ORIGINALS: Photocopies of this document shall be effective and enforceable as originals, and third parties shall be entitled to rely on photocopies of this document for the full force and effect of all stated terms.

3.7 INTERSTATE ENFORCEABILITY: It is my intention that the terms of this document be honored in any jurisdiction, regardless of its conformity to that jurisdiction's technical requirements and legal formalities.

3.8 AMENDMENT AND REVOCATION: I reserve the right to revoke my agent's authority orally or in writing

3.9 REVOCATION OF PRIOR POWERS: Unless otherwise expressly provided herein, this medical durable power of attorney supersedes all prior medical durable powers of attorney which I previously may have executed. Execution of this document does not, however, affect any other unrelated powers previously conveyed by me through general or limited powers of attorney, or my living will which powers are to continue in full force and effect until revoked by me or otherwise terminated.

Dated 2/7, 2023.

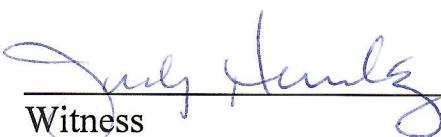


Principal, Patrick E. Phillips

We, Rebecca Master and Judy Hernandez, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that Patrick E. Phillips signs and executes this instrument and that he signs it willingly and that he executes it as his free and voluntary act for the purposes therein expressed.



Witness

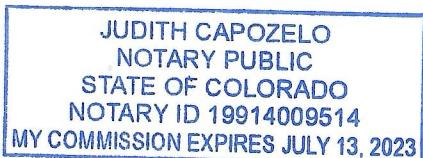


Witness

STATE OF COLORADO)
)
) Ss.
CITY AND COUNTY OF DENVER)

Subscribed and acknowledged before me by Patrick E. Phillips, the principal, and subscribed before me by Rebecca Master and Judy Hernandez, witnesses, on February 7, 2023.

WITNESS MY HAND AND OFFICIAL SEAL.





Notary Public

My commission expires: July 13, 2023.

ADVANCE DIRECTIVE FOR MEDICAL/SURGICAL TREATMENT
(Living Will)
Of
PATRICK E. PHILLIPS

This form may be used to make your wishes known about what medical treatment or other care you would or would not want if you become too sick to speak for yourself. You are not required to have an advance directive. If you do have an advance directive, be sure that your doctor, family, and friends know you have one and know where it is located.

DEFINITIONS

Terminal Condition: An incurable or irreversible condition for which the administration of life-sustaining procedures will serve only to postpone the moment of death.

Life-Sustaining Procedure: Any medical procedure or intervention that, if administered to a qualified patient, would serve only to prolong the dying process. “Life-sustaining procedure” shall not include any medical procedure or intervention for nutrition or hydration of the qualified patient or considered necessary by the attending physician or advanced practice nurse to provide comfort or alleviate pain.

Persistent Vegetative State: “Persistent Vegetative State” is not specifically defined by this description but rather is defined by reference to the criteria and definitions employed by the prevailing medical community standards of practice. It generally includes a medical state in which an attending physician and another doctor, qualified to make such diagnosis, agree that, within a reasonable degree of medical probability, the patient can no longer think, feel anything, knowingly move, or be aware of being alive. The physicians must agree this condition will last indefinitely without hope for improvement and they must have monitored the patient long enough to make that decision.

DECLARATION

I, Patrick E. Phillips, being of sound mind and at least eighteen years of age, direct that my life shall not be artificially prolonged under the circumstances set forth below and I hereby declare that:



I. TERMINAL CONDITION

If at any time my attending physician and one other physician who has examined me certify in writing that:

- a) I have a terminal condition, and
- b) I am unable to effectively receive or evaluate information, or communicate decisions concerning my person, then:

1. Life-Sustaining Procedures (INITIAL ONLY ONE)

PBP (Initials) I direct that life-sustaining procedures shall be withdrawn and/or withheld pursuant to the terms of this declaration, it being understood that life-sustaining procedures shall not include any medical procedure or intervention for nutrition or hydration or considered necessary by the attending physician to provide comfort or alleviate pain.

_____ (Initials) I direct that life-sustaining procedures shall be continued for a period of not less than _____ days, and if there be no change in my condition that would indicate to my physicians that my prognosis has improved, then I direct that life-sustaining procedures shall be withdrawn and/or withheld pursuant to the terms of this declaration, it being understood that life-sustaining procedures shall not include any medical procedure or intervention for nutrition or hydration or considered necessary by the attending physician to provide comfort or alleviate pain.

_____ (Initials) I direct that life-sustaining procedures shall be continued indefinitely, regardless of my prognosis, if medically feasible and advisable in the determination of my physicians.

2. Artificial Nutrition or Hydration

In the event that I am being provided artificial nutrition or hydration, I direct that one of the following actions be taken (INITIAL ONLY ONE):

PBP (Initials) Artificial nutrition or hydration shall not be continued.

____ (Initials) Artificial nutrition or hydration shall be continued for _____ days.

____ (Initials) Artificial nutrition or hydration shall be continued, if medically feasible and advisable in the determination of my physicians.

II. PERSISTENT VEGETATIVE STATE

If at any time my attending physician and one other physician who has examined me certify in writing that I am in a persistent vegetative state, then:

1. Life-Sustaining Procedures (INITIAL ONLY ONE)

DSP (Initials) I direct that life-sustaining procedures shall be withdrawn and/or withheld pursuant to the terms of this declaration, it being understood that life-sustaining procedures shall not include any medical procedure or intervention for nutrition or hydration or considered necessary by the attending physician to provide comfort or alleviate pain.

____ (Initials) I direct that life-sustaining procedures shall be continued for a period of _____ days, and if there be no change in my condition that would indicate to my physicians that my prognosis has improved, then I direct that life-sustaining procedures shall be withdrawn and/or withheld pursuant to the terms of this declaration, it being understood that life-sustaining procedures shall not include any medical procedure or intervention for nutrition or hydration or considered necessary by the attending physician to provide comfort or alleviate pain.

____ (Initials) I direct that life-sustaining procedures shall be continued indefinitely, regardless of my prognosis, if medically feasible and advisable in the determination of my physicians.

2. Artificial Nutrition or Hydration:

In the event that I am being provided artificial nutrition or hydration, I direct that one of the following actions be taken (**INITIAL ONLY ONE**):

DRP (Initials) Artificial nutrition or hydration shall not be continued.

_____ (Initials) Artificial nutrition or hydration shall be continued for _____ days.

_____ (Initials) Artificial nutrition or hydration shall be continued, if medically feasible and advisable in the determination of my physicians.

III. OTHER DIRECTIONS

If you do not have other directions, place your initials here:

_____ (Initials) No, I do not have any other directions.

**IV. RESOLUTION WITH MEDICAL
POWER OF ATTORNEY**

I have executed a medical power of attorney, naming an agent to make medical decisions for me in the event of my inability to make medical decisions for myself. In the event that the decisions of my agent under my medical power of attorney shall conflict with this instrument (**INITIAL ONLY ONE**):

DRP (Initials) My agent under my medical power of attorney shall have the authority to override my preferences as stated in this instrument, whether this instrument was executed before or after appointment of my agent under my medical power of attorney.

(Initials) My preferences as stated in this instrument shall prevail over the wishes of my agent under my medical power of attorney, whether this instrument was executed before or after appointment of my agent under my medical power of attorney.

(Initials) I have not executed a medical power of attorney.

V. COMMUNICATION WITH INTERESTED PARTIES

I give the following persons permission to communicate with my health care providers about my condition if I am in a terminal condition or persistent vegetative state. This does not give these persons legal power to speak for me or make decisions about my treatment, but it does give my consent for my health care providers to talk with them about my condition.

I hereby waive any requirements of Public Law 104-191 and supporting CFRs, otherwise known as the Health Insurance Portability and Accountability Act of 1996, as amended, or HIPAA, concerning release of medical information by my medical care providers to these individuals. This direction does NOT authorize these individuals to make medical decisions on my behalf, unless such person(s) also is my agent under medical power of attorney. (This section shall be considered valid regardless of whether or not the categories of "relationship" and "telephone number" are completed.):

Name	Relationship	Telephone number
John Phillips	Son	303 910 6814
Mike Phillips	Son	408 218-6309

VI. ORGAN/TISSUE DONATION

In the event of my death, if my organs and/or tissues may be used (**INITIAL ONLY ONE**):

P E P (Initials) I wish to be an organ and/or tissue donor, if medically feasible.

_____ (Initials) I do not wish to be an organ and/or tissue donor.

I execute this declaration, as my free and voluntary act, this _____ day of _____, 2023.

Patrick E. Phillips
Patrick E. Phillips

DECLARATION OF WITNESSES

The foregoing instrument was signed and declared by Patrick E. Phillips to be the declarant's declaration, in the presence of us, who, in the presence of the declarant, in the presence of each other, and at the declarant's request, have signed our names below as witnesses, and we declare that, at the time of the execution of this instrument, the declarant, according to our best knowledge and belief, was of sound mind and under no constraint or undue influence.

Each witness states that: I did not sign the declarant's signature, and I am not a physician; an employee of the attending physician or health care facility in which the declarant is a patient; a person who has a claim against any portion of the estate of the declarant at the declarant's death at the time this declaration was signed; a person who knows or believes I am entitled to any portion of the estate of the declarant upon the declarant's death either as a beneficiary of a will in existence at the time this declaration was signed, or an heir at law. I am eighteen (18) years of age or older, and under no form of coercion, undue influence, or otherwise disqualifying disability.

R
Signature of Witness

9145 Grover Dr. Thornton, CO 80260
Address

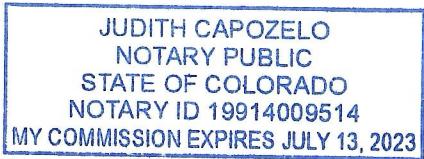
Judy Hanley
Signature of Witness

2132 S. Fenton St., Denver Co 80227
Address

STATE OF COLORADO)
CITY AND COUNTY OF DENVER) Ss.
)

Signed, sworn to (or affirmed), and acknowledged before me by Patrick E. Phillips,
declarant, and signed and sworn to (or affirmed) before me by Rebecca Mastel,
and Judy Hernandez witnesses, as the voluntary act and deed of declarant, on
February 7, 2023.

WITNESS MY HAND AND OFFICIAL SEAL:



Judith Capozello
Notary Public

My commission expires: JULY 13, 2023.



GLADE VOOGT LOPEZ SMITH FELSER PC

Michael A. Bushell | Herbert A. Delap | Rebecca Mastel | Andrew J. Felsner | Michael J. Glade
Frank Lopez | Kevin S. Neiman | Edward L. Shepyer | Cynthia R. Smith | Eric J. Voogt

February 8, 2023

Patrick E. Phillips
521 Canyon View Drive
Golden, CO 80403-1488

Re: Estate Planning

Dear Mr. Phillips:

Enclosed please find the Glade Voogt invoice for your estate planning. Unfortunately, legal fees, like other costs have increased since 2010 when our firm prepared your and your wife's earlier estate plan. In holding down some of the cost, we have given you a credit against our legal fees.

Since you now have new Will and other estate planning documents, please destroy the 2010 Will and related powers of attorney so there is no confusion as to which set of documents controls.

Very truly yours,

GLADE VOOGT LOPEZ SMITH FELSER PC

Chip Delap
Herbert A. Delap

HAD/jude
enclosure as indicated



GLADE VOOGT
LOPEZ SMITH PC™

INVOICE

Invoice # 5714
Date: 02/08/2023

Glade Voogt Lopez Smith Felser PC

Patrick E. Phillips
521 Canyon View Drive
Golden, CO 80403-1488

Phillips Estate Planning - 23HAD010

Services

Type	Timekeeper	Date	Notes	Quantity	Rate	Total
Service	HD	01/12/2023	Review: Review prior estate planning files; telephone conference with M. Phillips regarding Patrick Phillips estate plan and list of documents needed.	0.90	\$400.00	\$360.00
Service	HD	01/13/2023	Draft: Prepare draft of estate planning documents for client, including letter of instructions.	1.20	\$400.00	\$480.00
Service	JC	01/16/2023	Paralegal Fees: Confer with C. Delap regarding revisions to Will of Patrick E. Phillips and other estate planning documents; revise Will; create forms of powers of attorney and Living Will; type letter to client.	0.80	\$150.00	\$120.00
Service	JC	01/16/2023	Paralegal Fees: Make minor revision to Medical Durable Power of Attorney; prepare packet for mailing to client; copy documents for file.	0.40	\$150.00	\$60.00
Service	HD	01/16/2023	Review: Review estate planning documents and cover letter; telephone conference with M. Phillips regarding delivery of documents.	0.50	\$400.00	\$200.00
Service	JC	01/17/2023	Paralegal Fees: Travel to US Post Office; fill out Express Mail form; discuss with clerk and pay for Express Mail of estate planning documents.	0.30	\$150.00	\$45.00
Service	HD	01/26/2023	Communicat/MISC: Telephone conference with John Phillips regarding revisions and signatures to estate planning documents.	0.20	\$400.00	\$80.00
Service	JC	02/07/2023	Paralegal Fees: Notarize Estate documents; scan originals and save to client folder; make two copies for client; create table of contents to estate documents; prepare and insert in folders.	0.80	\$150.00	\$120.00

Service	JC	02/07/2023	Paralegal Fees: Type enclosure letter to client; insert copies of documents in file folders for client copies; make minor revisions to letter; prepare for mailing; travel to USPS to mail documents by Express Mail.	1.00	\$150.00	\$150.00
Service	HD	02/07/2023	Conference: Attend conference for execution of estate planning documents.	1.00	\$400.00	\$400.00
Service	HD	02/07/2023	Draft: Draft cover letter for estate planning documents.	0.30	\$400.00	\$120.00
Services Subtotal						\$2,135.00

Expenses

Date	Notes	Quantity	Rate	Total
01/17/2023	Postage: Express Mail fee for mailing estate planning documents,	1.00	\$27.90	\$27.90
02/07/2023	Postage: Express - one day mailing of estate planning documents.	1.00	\$30.90	\$30.90
Expenses Subtotal				\$58.80
Subtotal				\$2,193.80
Invoice Discount				\$500.00
<i>Courtesy credit towards fees.</i>				
Total				\$1,693.80

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
5714	02/28/2023	\$1,693.80	\$0.00	\$1,693.80
Outstanding Balance				\$1,693.80
Amount in Trust				\$0.00
Total Amount Outstanding				\$1,693.80

Please make all amounts payable to: Glade Voogt Lopez Smith Felser PC
Please reference invoice number on payment.

Attorney Client Privilege and Attorney Work Product