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**ESTATE PLANNING PORTFOLIO  
FOR  
\${FORMDATA.CLIENT.FIRSTNAME}  
\${FORMDATA.CLIENT.MIDDLENAME}  
\${FORMDATA.CLIENT.LASTNAME} AND  
\${FORMDATA.SPOUSE.FIRSTNAME}  
\${FORMDATA.SPOUSE.MIDDLENAME ?  
FORMDATA.SPOUSE.MIDDLENAME + " " :  
""}\${FORMDATA.SPOUSE.LASTNAME}**

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**LAW OFFICES OF ROZSA GYENE, PC  
450 N BRAND BLVD. SUITE 623 GLENDALE,  
CALIFORNIA 91203**

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This portfolio serves as a recordkeeping system for your estate plan: it contains every document that your successor Trustees and agents will need to follow your instructions. The portfolio is organized as follows:

<b>Introduction</b>	Information about your estate planning portfolio.
<b>Overview</b>	A written summary or diagram of your Revocable Living Trust plan.
<b>Revocable Living Trust</b>	Your Revocable Living Trust, as most recently amended or restated.
<b>Will</b>	Your Will that transfers to your Revocable Living Trust any assets that you do not transfer to it during your life.
<b>Nominations</b>	Names of persons appointed to act on your behalf in various capacities.
<b>Personal Information</b>	The most recent personal and financial information that you have provided to us.
<b>Funding Instructions</b>	Instructions that explain how to transfer your assets to your Revocable Living Trust and how to name your Revocable Living Trust as your beneficiary.
<b>Power of Attorney</b>	A document that authorizes your agent to transfer property to your Revocable Living Trust and manage your financial affairs if you become unable to manage them yourself.
<b>Certificate of Trust</b>	A document that you can give to financial institutions and others when they request a copy of your Revocable Living Trust. This keeps the personal and financial information in your Revocable Living Trust private.
<b>Trust Assets</b>	Proof of every asset transfer to your Revocable Living Trust and every designation of your Revocable Living Trust as your beneficiary.
<b>Health Care</b>	Your Authorization for Release of Protected

	Health Information authorizing release of health information to designated persons.
<b>Memorial Instructions</b>	A statement of your personal wishes as to burial or cremation services.
<b>Personal Effects</b>	Your instructions to your Trustee directing the disposition of your personal effects.
<b>Property Agreements</b>	Agreements that govern the form of ownership of property owned by you and your spouse.
<b>Other Documents</b>	Any correspondence or other document related to you or your Revocable Living Trust that would be helpful to your successor Trustee.

## INTRODUCTION

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Your estate planning portfolio is a recordkeeping system for your estate plan.

The best way to ensure that your estate avoids probate and minimizes fees and taxes is to keep your portfolio records accurate and current. Maintaining these records will save your family and friends considerable time and expense later on. In addition, you will have peace of mind knowing that your plan will do what you designed it to do---protect you, your family, your beneficiaries, and your estate.

**Storing Your Originals and Sharing Copies with Others.** You are responsible for your original documents. You may want to substitute photocopies for the originals in this portfolio and keep the originals in another safe place. We also recommend that you give copies of these documents to the people you have appointed as your successor Trustees or agents. If you do store your originals outside this portfolio or share copies with others, please list the location of the originals and the persons who have copies below.

### Location of Originals

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### People Who Have Copies

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### Upon Death, Consider Using Qualified Disclaimers:

Qualified disclaimers are among the most powerful and effective post-mortem tax and estate planning tools. A *qualified disclaimer* is the written irrevocable and unqualified refusal to accept an interest in property *from which no benefits have been accepted*, and because of this refusal, the interest passes without any direction by the disclaimant to the decedent's spouse or to a person other than the disclaimant. A disclaimer is most often used when the estate tax exclusion was not fully utilized by the decedent. A qualified disclaimer must be made prior to acceptance of any benefit from the property by the disclaimant. **The successor Trustee, particularly a surviving spouse, *must* review the decedent's estate plan with counsel before accepting the benefits of any property passing from the decedent.**

The following are just two of the many potential uses of disclaimers:

surviving spouse disclaims property (separate, joint tenancy, insurance proceeds, or qualified retirement assets) otherwise passing from the deceased spouse to ensure full use of the deceased spouse's exclusion from estate tax; and

successor Trustee disclaims property from the decedent's marital trust to family trust if the surviving spouse is also close to death, thus lowering the overall effective estate tax rate.

## OVERVIEW

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This section contains an overview of your estate plan that illustrates the most important provisions of your plan. This overview is not a legally binding document.

NAME OF THE TRUST:	The {{formData.client.firstName}} {{formData.client.middleName}} {{formData.client.lastName}} and {{formData.spouse.firstName}} {{formData.spouse.middleName ? formData.spouse.middleName + " " : ""}} {{formData.spouse.lastName}} Living Trust
DATE ESTABLISHED:	{{formData.currentDate}}
NAMES OF TRUSTEES:	{{formData.client.firstName}} {{formData.client.middleName}} {{formData.client.lastName}} and {{formData.spouse.firstName}} {{formData.spouse.middleName ? formData.spouse.middleName + " " : ""}} {{formData.spouse.lastName}}

```

    ${formData.client.firstName} ${formData.client.middleName}
        ${formData.client.lastName} and
    ${formData.spouse.firstName} ${formData.spouse.middleName}
        ? formData.spouse.middleName + " " :
        ""}${formData.spouse.lastName}, Trustees of The
    ${formData.client.firstName} ${formData.client.middleName}
        ${formData.client.lastName} and
    ${formData.spouse.firstName} ${formData.spouse.middleName}
        ? formData.spouse.middleName + " " :
        ""}${formData.spouse.lastName} Living Trust

```

TITLE TO ALL ASSETS IN THIS TRUST IS VESTED IN THE NAME OF:

{formData.client.firstName} {formData.client.middleName}  
 {formData.client.lastName} and  
 {formData.spouse.firstName} {formData.spouse.middleName  
 ? formData.spouse.middleName + " " :  
 ""} {formData.spouse.lastName}, Trustees, or their successors  
 in interest, of The {formData.client.firstName}  
 {formData.client.middleName} {formData.client.lastName}  
 and {formData.spouse.firstName}  
 {formData.spouse.middleName ?  
 formData.spouse.middleName + " " :  
 ""} {formData.spouse.lastName} Living Trust dated  
 {formData.currentDate}, and any amendments thereto

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**ASSETS MAY BE TRANSFERRED TO OR REMOVED FROM THIS  
 TRUST AT ANY TIME**

**ALL INCOME OR LOSS FROM TRUST ASSETS SHOULD BE  
 REPORTED ON GRANTOR'S INDIVIDUAL FEDERAL AND STATE  
 INCOME TAX RETURNS**

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**DO NOT WRITE ON YOUR TRUST INSTRUMENT, CHANGE IT, OR  
 REVOKE IT WITHOUT ADVICE FROM YOUR ATTORNEY**

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**LAW OFFICES OF ROZSA GYENE, PC**

450 N BRAND BLVD. SUITE 623

GLENDAL, CALIFORNIA 91203

## REVOCABLE LIVING TRUST

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This section contains a signed original of your Revocable Living Trust. You may choose to replace this original with a copy if you prefer to store the original elsewhere for safekeeping, such as in a safe-deposit box or fire-proof cabinet. If you choose to keep it in a safe-deposit box, make sure you have designated a trusted person as “deputy” or co-owner of the box.

Your Revocable Living Trust is the foundation of your estate plan. It contains your instructions for your own care and the care of your family if you become disabled, as well as for the distribution of your assets upon your death. Your Revocable Living Trust allows you to keep your instructions and financial affairs private and ensures that your instructions are carried out efficiently without unnecessary judicial involvement. But it can only accomplish these objectives if you follow the instructions in this portfolio for transferring assets to your Revocable Living Trust. You can find these instructions under the *Funding Instructions* tab. Once you have transferred assets to your Revocable Living Trust according to these instructions, you should file copies of the transfer documents under the *Trust Assets* tab of your portfolio.

You may amend or revoke your Revocable Living Trust at any time, but you must do so through a written instrument that complies with all the legal requirements for amendment or revocation. ***Please do not attempt to modify or revoke any of your documents, especially your Revocable Living Trust, Will, or any power of attorney, by writing on them or destroying them.*** Your attempt may not be legally effective and may result in confusion and litigation among your prospective heirs. Instead, please call us so that we may assist you.



This section contains an unsigned copy of your Will with *COPY* stamped on each page. This copy has your name and the names and addresses of your witnesses clearly printed in the places that were signed on the original. The copy also includes the date the Will was signed. This is called a *conformed copy* of your Will. It prevents a copy from passing as an original, yet lets your survivors know the contents of your Will and the witnesses to your Will.

Upon your death, your Will leaves any property that was not transferred to your Revocable Living Trust before your death to your Revocable Living Trust. This is why it is named a Will. The Will functions as a safety net to ensure that the property owned in your individual name rather than in the name of your Revocable Living Trust at the time of your death is ultimately managed by your successor Trustees as provided in your Revocable Living Trust. This is a second best case scenario, though. Your goal is to avoid probate altogether by transferring all of your assets to your Revocable Living Trust during your life. This Will is merely a backup document to ensure that your Revocable Living Trust ultimately controls all your assets.

Since you have only one original Will, you should store the original Will in a very safe place such as a safe, vault, or safe-deposit box. If you choose to keep the original Will in a safe-deposit box, make sure you have designated a trusted person as “deputy” or as co-owner of the box.

Your Will performs a very important additional function. It names guardians that a court will appoint to take care of your children in the event that you die while they are still minors or under a disability.

# Will of `${formData.client.firstName}` `${formData.client.middleName}` `${formData.client.lastName}`

I, `${formData.client.firstName} ${formData.client.middleName} ${formData.client.lastName}`, a resident of `${formData.client.county}` County, California, revoke any prior Wills and codicils made by me and declare this to be my Will.

## Article One

### Family Information

I am married to `${formData.spouse.firstName} ${formData.spouse.middleName ? formData.spouse.middleName + " " : ""}${formData.spouse.lastName}`. Any reference in this document to my wife is a reference to `${formData.spouse.firstName} ${formData.spouse.middleName ? formData.spouse.middleName + " " : ""}${formData.spouse.lastName}`.

`${formData.children && formData.children.length === 2 ? 'I have two children.' : 'I have ' + formData.children.length + ' children.'}` Their names are:

`${formData.children && formData.children[0] ? `${formData.children[0].firstName} ${formData.children[0].lastName}, born on ${new Date(formData.children[0].dateOfBirth).toLocaleDateString('en-US', {year: 'numeric', month: 'long', day: 'numeric'})} : ` : `};`

`${formData.children && formData.children[1] ? `${formData.children[1].firstName} ${formData.children[1].lastName}, born on ${new Date(formData.children[1].dateOfBirth).toLocaleDateString('en-US', {year: 'numeric', month: 'long', day: 'numeric'})} : ` : `};`

All references in my Will to *my children* are to these children.

## Article Two

### Distribution of My Property

#### Section 2.01    Disposition of Tangible Personal Property

I direct that my Personal Representative distribute my tangible personal possessions according to a separate *Personal Property Memorandum* or other similar writing signed by me and kept with my personal records. The writing will qualify to distribute my tangible personal possessions under applicable state law. If the writing is not found at the time of my death, or is ruled an improper disposition, this bequest will lapse and my tangible personal possessions will become part of my Revocable Living Trust. If any items of tangible personal property I own are not mentioned in the writing, those items will become part of my Revocable Living Trust. If any gift of tangible personal property lapses, then the items comprising the lapsed gift will become part of my Revocable Living Trust.

#### Section 2.02    Pour-Over to My Revocable Living Trust

I give all of my probate estate, excluding any property over which I have a power of appointment, after expenses and taxes are paid under this Will, to the then-acting Trustee of the The `{{formData.client.firstName}} {{formData.client.middleName}} {{formData.client.lastName}}` and `{{formData.spouse.firstName}} {{formData.spouse.middleName}} {{formData.spouse.middleName}} + " " : ""``{{formData.spouse.lastName}}` Living Trust dated `{{formData.currentDate}}` and executed before this Will, to be added to the property of that trust. I direct that the Trustee administer the property according to the trust and any amendments made prior to my death.

#### Section 2.03    Alternate Disposition

If the trust referred to in Section 2.02 is not in effect at my death, or if for any other reason the pour over fails, I specifically incorporate by reference all the terms of the trust into this Will. I direct my Personal Representative to then establish a new trust under the provisions of that trust and distribute the remainder of my estate, excluding any property over which I have a power of appointment, to that Trustee to administer as provided in the trust.

If incorporation by reference fails for any reason, I direct my Personal Representative to distribute the remainder of my estate, excluding any property over which I have a power of appointment to those persons who would inherit it had I then died intestate owning the property, as determined and in the proportions provided by the laws of California then in effect.

## Article Three

### Designation and Succession of Fiduciaries

#### Section 3.01    Personal Representative

I nominate \${formData.pourOverRepresentatives.client && formData.pourOverRepresentatives.client[0]} ?  
`\${formData.pourOverRepresentatives.client[0].firstName}  
\${formData.pourOverRepresentatives.client[0].lastName}` : " as my Personal Representative. If  
\${formData.pourOverRepresentatives.client && formData.pourOverRepresentatives.client[0]} ?  
`\${formData.pourOverRepresentatives.client[0].firstName}  
\${formData.pourOverRepresentatives.client[0].lastName}` : " is unwilling or unable to act as  
my Personal Representative, I nominate \${formData.pourOverRepresentatives.client &&  
formData.pourOverRepresentatives.client[1]} ?  
`\${formData.pourOverRepresentatives.client[1].firstName}  
\${formData.pourOverRepresentatives.client[1].lastName}` : " to serve as my successor Personal  
Representative.

#### Section 3.02    Guardian

I appoint \${formData.guardians && formData.guardians[0]} ?  
`\${formData.guardians[0].firstName} \${formData.guardians[0].lastName}` : " as guardian of  
each child of mine who needs a guardian.

I direct that no guardian be required to give any bond in any jurisdiction. But if a guardian's  
bond is required by law or by court determination, no sureties will be required on the bond.

#### Section 3.03    Conservator

If it becomes necessary to appoint a conservator for the estate of any child of mine, I nominate  
the child's guardian to serve as conservator of that child's estate.

## Article Four

### Powers of Fiduciaries

#### Section 4.01    Grant of Powers

My Personal Representative may perform every act reasonably necessary to administer my estate  
and any trust established under my Will. In addition to this general grant of powers, my Personal  
Representative is specifically authorized to:

hold, retain, invest, reinvest, sell, and manage any real or personal property, including  
interests in any form of business entity including limited partnerships and limited liability  
companies, and life, health, and disability insurance policies, without diversification as to  
kind, amount, or risk of non-productivity and without limitation by statute or rule of law;

Will of \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName}

partition, sell, exchange, grant, convey, deliver, assign, transfer, lease, option, mortgage, pledge, abandon, borrow, loan, and contract;

distribute assets of my estate in cash or in kind, or partly in each, at fair market value on the distribution date, without requiring *pro rata* distribution of specific assets and without requiring *pro rata* allocation of the tax bases of those assets;

hold any interest in nominee form, continue businesses, carry out agreements, and deal with itself, other fiduciaries, and business organizations in which my Personal Representative may have an interest;

access, modify, control, archive, transfer, and delete my digital assets;

establish reserves, release powers, and abandon, settle, or contest claims; and

employ attorneys, accountants, custodians for trust assets, and other agents or assistants as my Personal Representative deems advisable to act with or without discretionary powers, and compensate them and pay their expenses from income or principal.

#### **Section 4.02 Powers Granted by State Law**

In addition to the above powers, my Personal Representative may, without prior authority from any court, exercise all powers conferred by my Will, by common law, or by the California Probate Code, Division 7, Part 5, beginning with Section 9600 or other statute of the State of California or any other jurisdiction whose law applies to my Will. My Personal Representative has absolute discretion in exercising these powers. Except as specifically limited by my Will, these powers extend to all property held by my fiduciaries until the actual distribution of the property.

#### **Section 4.03 Distribution Alternatives**

My Personal Representative may make any payments under my Will:

directly to a beneficiary;

in any form allowed by applicable state law for gifts or transfers to minors or persons under disability;

to a beneficiary's guardian, conservator, or caregiver for the beneficiary's benefit; or

by direct payment of the beneficiary's expenses.

A receipt by the recipient for any distribution will fully discharge my Personal Representative if the distribution is consistent with the proper exercise of my Personal Representative's duties under my Will.

## **Article Five**

### **Administrative Provisions**

#### **Section 5.01 Court Proceedings**

Any trust established under my Will will be administered in a timely manner; consistent with its terms; free of active judicial intervention; and without order, approval, or other action by any court. The trust will be subject only to the jurisdiction of a court being invoked by the Trustees or by other interested parties, or as otherwise required by law.

#### **Section 5.02 No Bond**

I direct that no Personal Representative be required to give any bond in any jurisdiction. But if a bond is required by law or by court determination, no sureties will be required on the bond.

#### **Section 5.03 Compensation and Reimbursement**

Any fiduciary serving under my Will is entitled to reasonable compensation commensurate with services actually performed. In addition, any fiduciary serving under my Will is entitled to reimbursement for reasonable expenses incurred.

#### **Section 5.04 Ancillary Fiduciary**

If any ancillary administration is required or desired, and my domiciliary Personal Representative is unable or unwilling to act as an Ancillary Fiduciary, my domiciliary Personal Representative may have power to designate, compensate, direct, and remove an Ancillary Fiduciary. The Ancillary Fiduciary may either be a person or a corporation. My domiciliary Personal Representative may delegate to the Ancillary Fiduciary any powers granted to my domiciliary Personal Representative as my domiciliary Personal Representative considers to be proper, including the right to serve without bond or without surety on bond. The net proceeds of the ancillary estate will be paid over to the domiciliary Personal Representative.

## **Article Six**

### **Taxes, Claims, and Expenses**

#### **Section 6.01 Payment of Death Taxes, Claims, and Expenses**

The Trustee of The `{{formData.client.firstName}}` `{{formData.client.middleName}}` `{{formData.client.lastName}}` and `{{formData.spouse.firstName}}` `{{formData.spouse.middleName ? formData.spouse.middleName + " " : ""}}` `{{formData.spouse.lastName}}` Living Trust is authorized to pay expenses incurred for my funeral and for the disposition of my remains, claims against my estate, and expenses of estate administration. Accordingly, I direct my Personal Representative to consult with the Trustee to determine which expenses and claims should be paid by my Personal Representative from property passing under my Will, and which expenses and claims should be paid by the Trustee

Will of `{{formData.client.firstName}}` `{{formData.client.middleName}}`  
`{{formData.client.lastName}}`

from The \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName} and \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName} Living Trust.

I direct my Personal Representative to follow any instructions contained in The  
\${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName} and  
\${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName  
+ " " : ""}\${formData.spouse.lastName} Living Trust in making any tax elections, including the  
allocation of my GST Exemption and any elections relative to the deceased spousal unused  
exclusion amount as defined and to the extent and amount allowable under Sections 2010(c)(4)  
and (5) of the Internal Revenue Code, all as my Personal Representative deems appropriate under  
then prevailing circumstances. My Personal Representative will suffer no liability for making or  
not making any tax election in good faith to any person, including any person not yet in being,  
whose interest may have been affected.

Any taxes imposed on property passing under and outside my Will because of my death will be  
apportioned and paid under the provisions of The \${formData.client.firstName}  
\${formData.client.middleName} \${formData.client.lastName} and  
\${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName  
+ " " : ""}\${formData.spouse.lastName} Living Trust, and I incorporate the tax apportionment  
provisions of The \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName} and \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName} Living Trust as part of my Will.

No death taxes may be allocated to or paid from property that is not included in my gross estate  
for federal estate tax purposes, or that qualifies for the federal estate tax marital or charitable  
deductions.

## **Section 6.02 Tax and Administrative Elections**

My Personal Representative may exercise any available elections under any applicable income,  
inheritance, estate, succession, or gift tax law.

This authority includes the power to select any alternate valuation date for death tax purposes and  
the power to determine whether to use any estate administration expenses as estate or income tax  
deductions. No compensating adjustments are required between income and principal as a result  
of those determinations unless my Personal Representative determines otherwise, or unless  
required by law.

My Personal Representative may elect to have any part of the property in my estate qualify for  
the federal estate tax marital deduction as qualified terminable interest property under Internal  
Revenue Code Section 2056(b)(7) (the *QTIP Election*).

Any tax paid as a result of the inclusion in my taxable estate of property held in a qualified  
terminable interest property (QTIP) trust created for me by my wife will be apportioned to and

Will of \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName}

collected from the qualified terminable interest property (QTIP) as provided in Section 2207A. But my Personal Representative may waive this right of recovery. To the extent my wife's Will or other governing instrument provides for payment of the tax, my Personal Representative will pursue any right of reimbursement in a manner consistent with that provision.

My Personal Representative is not liable to any beneficiary of my estate for tax consequences that arise as a result of the exercise or nonexercise of any tax elections, or for decisions made concerning the distribution of property in kind in full or partial satisfaction of any beneficiary's interest in my estate.

## **Article Seven**

### **General Provisions**

#### **Section 7.01    Adopted and Afterborn Persons**

A legally adopted person in any generation and that person's descendants, including adopted descendants, have the same rights and will be treated in the same manner under this Will as natural children of the adopting parent if the person is legally adopted before turning 18 years old. If an adoption was legal in the jurisdiction it occurred in at that time, then the adoption is considered legal.

A fetus *in utero* that is later born alive will be considered a person in being during the period of gestation.

#### **Section 7.02    Applicable Law**

The validity and construction of my Will will be determined by the laws of California.

#### **Section 7.03    No Contract to Make Will**

I have not entered into any contract, actual or implied, to make a Will.

#### **Section 7.04    Contest Provision**

If any person directly or indirectly attempts to oppose the validity of my Will or my Revocable Living Trust, including any amendments to my trust, or commences, continues, or prosecutes any legal proceedings to set my Will or Revocable Living Trust aside, then that person will forfeit his or her share, will cease to have any right or interest in my property, and will be considered to have predeceased me for the purposes of my Will.

But during any period in which the laws of the State of California govern the applicability or validity of this provision, Section 21311 of the California Probate Code will apply, and my Personal Representative may only enforce this provision against any of the following types of contests:

a direct contest brought by any beneficiary without probable cause;

Will of `{{formData.client.firstName}}` `{{formData.client.middleName}}`  
`{{formData.client.lastName}}`



any pleading by any beneficiary to challenge a transfer of property on the grounds that the transferor did not own the property at the time of the transfer; and

any filing of a creditor's claim or prosecution of any action based on the filing of such a claim.

The terms *direct contest*, and *pleading* have the same meanings as set forth in Section 21310 of the California Probate Code. My Will and any trusts created under my Will are *protected instruments* as provided in Section 21310(e) of the California Probate Code.

#### **Section 7.05 Construction**

Unless the context requires otherwise, words denoting the singular may denote the plural, and words indicating the plural may denote the singular. As the context requires, words of one gender may denote another gender.

#### **Section 7.06 Headings and Titles**

The headings and paragraph titles are for reference only.

#### **Section 7.07 Internal Revenue Code, IRC, or Code**

References to the Internal Revenue Code, the IRC or the Code refer to the Internal Revenue Code of the United States. References to specific sections of the Code apply to any sections of similar import that replace the specific sections due to changes to the Internal Revenue Code made after the date of my Will.

#### **Section 7.08 Shall and May**

Unless otherwise specifically provided in this document or by the context in which used, the word *shall* is used to impose a duty or to command, direct, or require, and the word *may* is used to allow or permit, but not require. In the context of the Trustee or my Personal Representative, the word *shall* is used to impose a fiduciary duty on the Trustee or my Personal Representative. When I use the word *may*, I intend to empower the Trustee or my Personal Representative to act with sole and absolute discretion unless otherwise stated in this document.

#### **Section 7.09 Other Definitions**

Except as otherwise provided in my Will, terms will be interpreted as defined in the California Probate Code as amended after the date of my Will and after my death.

#### **Section 7.10 Survivorship**

For purposes of this Will, if my wife survives me by any period of time, or if the order of our deaths is unknown, then my wife will be considered to have survived me. Any other beneficiary will be considered to have predeceased me if the beneficiary dies within 45 days after my death.

#### **Section 7.11 Severability**

If any part of this instrument is determined to be void or invalid, the remaining provisions will continue in full force and effect.

Will of \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName}

I, \${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName}, sign my name to this instrument on \${formData.currentDate} and do declare that I sign and execute this instrument as my Will, 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. I ask the persons who sign below to be my witnesses.

\_\_\_\_\_  
\${formData.client.firstName}  
\${formData.client.middleName}  
\${formData.client.lastName}

Each of us declares under penalty of perjury under the laws of the State of California that on the day and year written below, \${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName}, published and declared this instrument to be his Will, that he signed this Will in our presence, that each of us, in his presence and at his request, and in the presence of each other, have signed our names as attesting witnesses. We also declare that each of us is now more than eighteen years of age, is a competent witness, and resides at the address set forth after his or her name.

We also declare that at the time of our attestation of this Will, \${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName} was, to our best knowledge and belief, of sound mind and memory, eighteen years of age or older, and that this Will was not procured by duress, menace, fraud, misrepresentation, constraint or undue influence.

Executed on \${formData.currentDate} in the County of \_\_\_\_\_,  
California.

\_\_\_\_\_  
\_\_\_\_\_, Witness

\_\_\_\_\_  
\_\_\_\_\_, Witness

Will of \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName}

# Will of \${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName + " " : ""}\${formData.spouse.lastName}

I, \${formData.spouse.firstName} \${formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""}\${formData.spouse.lastName}, a resident of  
\${formData.client.county} County, California, revoke any prior Wills and codicils made by me  
and declare this to be my Will.

## Article One Family Information

I am married to \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName}. Any reference in this document to my husband is a reference to  
\${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName}.

\${formData.children.length > 0 ? 'I have ' + formData.children.length : 'I have no'}  
\${formData.children.length > 0 ? 'children.' : ''} Their names are:

\${formData.children.length > 0 ? ' ' + \${formData.children[0].firstName}  
\${formData.children[0].lastName}, born on \${new  
Date(formData.children[0].dateOfBirth).toLocaleDateString('en-US', {year: 'numeric',  
month: 'long', day: 'numeric'})} ' : ''};

\${formData.children.length > 1 ? ' ' + \${formData.children[1].firstName}  
\${formData.children[1].lastName}, born on \${new  
Date(formData.children[1].dateOfBirth).toLocaleDateString('en-US', {year: 'numeric',  
month: 'long', day: 'numeric'})} ' : ''};

All references in my Will to *my children* are to these children.

Will of \${formData.spouse.firstName} \${formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""}\${formData.spouse.lastName}

## Article Two

### Distribution of My Property

#### Section 2.01    Disposition of Tangible Personal Property

I direct that my Personal Representative distribute my tangible personal possessions according to a separate *Personal Property Memorandum* or other similar writing signed by me and kept with my personal records. The writing will qualify to distribute my tangible personal possessions under applicable state law. If the writing is not found at the time of my death, or is ruled an improper disposition, this bequest will lapse and my tangible personal possessions will become part of my Revocable Living Trust. If any items of tangible personal property I own are not mentioned in the writing, those items will become part of my Revocable Living Trust. If any gift of tangible personal property lapses, then the items comprising the lapsed gift will become part of my Revocable Living Trust.

#### Section 2.02    Pour-Over to My Revocable Living Trust

I give all of my probate estate, excluding any property over which I have a power of appointment, after expenses and taxes are paid under this Will, to the then-acting Trustee of the The `{{formData.client.firstName}} {{formData.client.middleName}} {{formData.client.lastName}}` and `{{formData.spouse.firstName}} {{formData.spouse.middleName}} {{formData.spouse.middleName}} + " " : ""``{{formData.spouse.lastName}}` Living Trust dated `{{formData.currentDate}}` and executed before this Will, to be added to the property of that trust. I direct that the Trustee administer the property according to the trust and any amendments made prior to my death.

#### Section 2.03    Alternate Disposition

If the trust referred to in Section 2.02 is not in effect at my death, or if for any other reason the pour over fails, I specifically incorporate by reference all the terms of the trust into this Will. I direct my Personal Representative to then establish a new trust under the provisions of that trust and distribute the remainder of my estate, excluding any property over which I have a power of appointment, to that Trustee to administer as provided in the trust.

If incorporation by reference fails for any reason, I direct my Personal Representative to distribute the remainder of my estate, excluding any property over which I have a power of appointment to those persons who would inherit it had I then died intestate owning the property, as determined and in the proportions provided by the laws of California then in effect.

## Article Three

### Designation and Succession of Fiduciaries

#### Section 3.01 Personal Representative

I nominate \${formData.pourOverRepresentatives.spouse && formData.pourOverRepresentatives.spouse[0] ? `\${formData.pourOverRepresentatives.spouse[0].firstName} \${formData.pourOverRepresentatives.spouse[0].lastName}` : ""} as my Personal Representative.

If \${formData.pourOverRepresentatives.spouse && formData.pourOverRepresentatives.spouse[0] ? `\${formData.pourOverRepresentatives.spouse[0].firstName} \${formData.pourOverRepresentatives.spouse[0].lastName}` : ""} is unwilling or unable to act as my Personal Representative, I nominate \${formData.pourOverRepresentatives.spouse && formData.pourOverRepresentatives.spouse[1] ? `\${formData.pourOverRepresentatives.spouse[1].firstName} \${formData.pourOverRepresentatives.spouse[1].lastName}` : ""} to serve as my successor Personal Representative.

#### Section 3.02 Guardian

I appoint \${formData.guardians && formData.guardians[0] ? `\${formData.guardians[0].firstName} \${formData.guardians[0].lastName}` : ""} as guardian of each child of mine who needs a guardian.

I direct that no guardian be required to give any bond in any jurisdiction. But if a guardian's bond is required by law or by court determination, no sureties will be required on the bond.

#### Section 3.03 Conservator

If it becomes necessary to appoint a conservator for the estate of any child of mine, I nominate the child's guardian to serve as conservator of that child's estate.

## Article Four

### Powers of Fiduciaries

#### Section 4.01 Grant of Powers

My Personal Representative may perform every act reasonably necessary to administer my estate and any trust established under my Will. In addition to this general grant of powers, my Personal Representative is specifically authorized to:

hold, retain, invest, reinvest, sell, and manage any real or personal property, including interests in any form of business entity including limited partnerships and limited liability

Will of \${formData.spouse.firstName} \${formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""} \${formData.spouse.lastName}

companies, and life, health, and disability insurance policies, without diversification as to kind, amount, or risk of non-productivity and without limitation by statute or rule of law;

partition, sell, exchange, grant, convey, deliver, assign, transfer, lease, option, mortgage, pledge, abandon, borrow, loan, and contract;

distribute assets of my estate in cash or in kind, or partly in each, at fair market value on the distribution date, without requiring *pro rata* distribution of specific assets and without requiring *pro rata* allocation of the tax bases of those assets;

hold any interest in nominee form, continue businesses, carry out agreements, and deal with itself, other fiduciaries, and business organizations in which my Personal Representative may have an interest;

access, modify, control, archive, transfer, and delete my digital assets;

establish reserves, release powers, and abandon, settle, or contest claims; and

employ attorneys, accountants, custodians for trust assets, and other agents or assistants as my Personal Representative deems advisable to act with or without discretionary powers, and compensate them and pay their expenses from income or principal.

#### **Section 4.02 Powers Granted by State Law**

In addition to the above powers, my Personal Representative may, without prior authority from any court, exercise all powers conferred by my Will, by common law, or by the California Probate Code, Division 7, Part 5, beginning with Section 9600 or other statute of the State of California or any other jurisdiction whose law applies to my Will. My Personal Representative has absolute discretion in exercising these powers. Except as specifically limited by my Will, these powers extend to all property held by my fiduciaries until the actual distribution of the property.

#### **Section 4.03 Distribution Alternatives**

My Personal Representative may make any payments under my Will:

directly to a beneficiary;

in any form allowed by applicable state law for gifts or transfers to minors or persons under disability;

to a beneficiary's guardian, conservator, or caregiver for the beneficiary's benefit; or

by direct payment of the beneficiary's expenses.

A receipt by the recipient for any distribution will fully discharge my Personal Representative if the distribution is consistent with the proper exercise of my Personal Representative's duties under my Will.

Will of \${formData.spouse.firstName} \${formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""} \${formData.spouse.lastName}

## **Article Five**

### **Administrative Provisions**

#### **Section 5.01 Court Proceedings**

Any trust established under my Will will be administered in a timely manner; consistent with its terms; free of active judicial intervention; and without order, approval, or other action by any court. The trust will be subject only to the jurisdiction of a court being invoked by the Trustees or by other interested parties, or as otherwise required by law.

#### **Section 5.02 No Bond**

I direct that no Personal Representative be required to give any bond in any jurisdiction. But if a bond is required by law or by court determination, no sureties will be required on the bond.

#### **Section 5.03 Compensation and Reimbursement**

Any fiduciary serving under my Will is entitled to reasonable compensation commensurate with services actually performed. In addition, any fiduciary serving under my Will is entitled to reimbursement for reasonable expenses incurred.

#### **Section 5.04 Ancillary Fiduciary**

If any ancillary administration is required or desired, and my domiciliary Personal Representative is unable or unwilling to act as an Ancillary Fiduciary, my domiciliary Personal Representative may have power to designate, compensate, direct, and remove an Ancillary Fiduciary. The Ancillary Fiduciary may either be a person or a corporation. My domiciliary Personal Representative may delegate to the Ancillary Fiduciary any powers granted to my domiciliary Personal Representative as my domiciliary Personal Representative considers to be proper, including the right to serve without bond or without surety on bond. The net proceeds of the ancillary estate will be paid over to the domiciliary Personal Representative.

## **Article Six**

### **Taxes, Claims, and Expenses**

#### **Section 6.01 Payment of Death Taxes, Claims, and Expenses**

The Trustee of The \${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName} and \${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName + " " : ""} \${formData.spouse.lastName} Living Trust is authorized to pay expenses incurred for my funeral and for the disposition of my remains, claims against my estate, and expenses of estate administration. Accordingly, I direct my Personal Representative to consult with the Trustee to determine which expenses and claims should be paid by my Personal Representative from property passing under my Will, and which expenses and claims should be paid by the Trustee

Will of \${formData.spouse.firstName} \${formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""} \${formData.spouse.lastName}

from The \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName} and \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName} Living Trust.

I direct my Personal Representative to follow any instructions contained in The  
\${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName} and  
\${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName  
+ " " : ""}\${formData.spouse.lastName} Living Trust in making any tax elections, including the  
allocation of my GST Exemption and any elections relative to the deceased spousal unused  
exclusion amount as defined and to the extent and amount allowable under Sections 2010(c)(4)  
and (5) of the Internal Revenue Code, all as my Personal Representative deems appropriate under  
then prevailing circumstances. My Personal Representative will suffer no liability for making or  
not making any tax election in good faith to any person, including any person not yet in being,  
whose interest may have been affected.

Any taxes imposed on property passing under and outside my Will because of my death will be  
apportioned and paid under the provisions of The \${formData.client.firstName}  
\${formData.client.middleName} \${formData.client.lastName} and  
\${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName  
+ " " : ""}\${formData.spouse.lastName} Living Trust, and I incorporate the tax apportionment  
provisions of The \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName} and \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName} Living Trust as part of my Will.

No death taxes may be allocated to or paid from property that is not included in my gross estate  
for federal estate tax purposes, or that qualifies for the federal estate tax marital or charitable  
deductions.

## **Section 6.02 Tax and Administrative Elections**

My Personal Representative may exercise any available elections under any applicable income,  
inheritance, estate, succession, or gift tax law.

This authority includes the power to select any alternate valuation date for death tax purposes and  
the power to determine whether to use any estate administration expenses as estate or income tax  
deductions. No compensating adjustments are required between income and principal as a result  
of those determinations unless my Personal Representative determines otherwise, or unless  
required by law.

My Personal Representative may elect to have any part of the property in my estate qualify for  
the federal estate tax marital deduction as qualified terminable interest property under Internal  
Revenue Code Section 2056(b)(7) (the *QTIP Election*).

Any tax paid as a result of the inclusion in my taxable estate of property held in a qualified  
terminable interest property (QTIP) trust created for me by my wife will be apportioned to and

Will of \${formData.spouse.firstName} \${formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""}\${formData.spouse.lastName}



collected from the qualified terminable interest property (QTIP) as provided in Section 2207A. But my Personal Representative may waive this right of recovery. To the extent my wife's Will or other governing instrument provides for payment of the tax, my Personal Representative will pursue any right of reimbursement in a manner consistent with that provision.

My Personal Representative is not liable to any beneficiary of my estate for tax consequences that arise as a result of the exercise or nonexercise of any tax elections, or for decisions made concerning the distribution of property in kind in full or partial satisfaction of any beneficiary's interest in my estate.

## **Article Seven**

### **General Provisions**

#### **Section 7.01    Adopted and Afterborn Persons**

A legally adopted person in any generation and that person's descendants, including adopted descendants, have the same rights and will be treated in the same manner under this Will as natural children of the adopting parent if the person is legally adopted before turning 18 years old. If an adoption was legal in the jurisdiction it occurred in at that time, then the adoption is considered legal.

A fetus *in utero* that is later born alive will be considered a person in being during the period of gestation.

#### **Section 7.02    Applicable Law**

The validity and construction of my Will will be determined by the laws of California.

#### **Section 7.03    No Contract to Make Will**

I have not entered into any contract, actual or implied, to make a Will.

#### **Section 7.04    Contest Provision**

If any person directly or indirectly attempts to oppose the validity of my Will or my Revocable Living Trust, including any amendments to my trust, or commences, continues, or prosecutes any legal proceedings to set my Will or Revocable Living Trust aside, then that person will forfeit his or her share, will cease to have any right or interest in my property, and will be considered to have predeceased me for the purposes of my Will.

But during any period in which the laws of the State of California govern the applicability or validity of this provision, Section 21311 of the California Probate Code will apply, and my Personal Representative may only enforce this provision against any of the following types of contests:

a direct contest brought by any beneficiary without probable cause;

Will of \${formData.spouse.firstName} \${formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""} \${formData.spouse.lastName}

any pleading by any beneficiary to challenge a transfer of property on the grounds that the transferor did not own the property at the time of the transfer; and

any filing of a creditor's claim or prosecution of any action based on the filing of such a claim.

The terms *direct contest*, and *pleading* have the same meanings as set forth in Section 21310 of the California Probate Code. My Will and any trusts created under my Will are *protected instruments* as provided in Section 21310(e) of the California Probate Code.

#### **Section 7.05 Construction**

Unless the context requires otherwise, words denoting the singular may denote the plural, and words indicating the plural may denote the singular. As the context requires, words of one gender may denote another gender.

#### **Section 7.06 Headings and Titles**

The headings and paragraph titles are for reference only.

#### **Section 7.07 Internal Revenue Code, IRC, or Code**

References to the Internal Revenue Code, the IRC or the Code refer to the Internal Revenue Code of the United States. References to specific sections of the Code apply to any sections of similar import that replace the specific sections due to changes to the Internal Revenue Code made after the date of my Will.

#### **Section 7.08 Shall and May**

Unless otherwise specifically provided in this document or by the context in which used, the word *shall* is used to impose a duty or to command, direct, or require, and the word *may* is used to allow or permit, but not require. In the context of the Trustee or my Personal Representative, the word *shall* is used to impose a fiduciary duty on the Trustee or my Personal Representative. When I use the word *may*, I intend to empower the Trustee or my Personal Representative to act with sole and absolute discretion unless otherwise stated in this document.

#### **Section 7.09 Other Definitions**

Except as otherwise provided in my Will, terms will be interpreted as defined in the California Probate Code as amended after the date of my Will and after my death.

#### **Section 7.10 Survivorship**

For purposes of this Will, if my wife survives me by any period of time, or if the order of our deaths is unknown, then my wife will be considered to have survived me. Any other beneficiary will be considered to have predeceased me if the beneficiary dies within 45 days after my death.

#### **Section 7.11 Severability**

If any part of this instrument is determined to be void or invalid, the remaining provisions will continue in full force and effect.

Will of \${formData.spouse.firstName} \${formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""} \${formData.spouse.lastName}

I, \${formData.spouse.firstName} \${formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""} \${formData.spouse.lastName}, sign my name to this  
instrument on \${formData.currentDate} and do declare that I sign and execute this instrument as  
my Will, 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. I ask the persons who sign below to be my witnesses.

\_\_\_\_\_  
\${formData.spouse.firstName}  
\${formData.spouse.middleName ?  
formData.spouse.middleName + " " :  
""} \${formData.spouse.lastName}

Each of us declares under penalty of perjury under the laws of the State of California that on the  
day and year written below, \${formData.spouse.firstName} \${formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""} \${formData.spouse.lastName}, published and declared  
this instrument to be her Will, that she signed this Will in our presence, that each of us, in her  
presence and at her request, and in the presence of each other, have signed our names as attesting  
witnesses. We also declare that each of us is now more than eighteen years of age, is a competent  
witness, and resides at the address set forth after his or her name.

We also declare that at the time of our attestation of this Will, \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""} \${formData.spouse.lastName} was, to our best knowledge and belief, of sound mind and  
memory, eighteen years of age or older, and that this Will was not procured by duress, menace,  
fraud, misrepresentation, constraint or undue influence.

Executed on \${formData.currentDate} in the County of \_\_\_\_\_,  
California.

\_\_\_\_\_  
\_\_\_\_\_, Witness

\_\_\_\_\_  
\_\_\_\_\_, Witness

Will of \${formData.spouse.firstName} \${formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""} \${formData.spouse.lastName}

## NOMINATIONS

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This section contains a Confirmation of Names and Fiduciaries that lists the persons appointed to act on your behalf in various fiduciary capacities.

We have included your nomination of a conservator for you or your property in your Power of Attorney, in a document contained in this section, or in both. Your nomination of a conservator may be important if someone other than your successor Trustees or agents petition a court for appointment to take care of you or handle your affairs. As with the other original documents contained in this portfolio, you may choose to replace this original with a copy if you prefer to store the original elsewhere.

**Confirmation of Names and Fiduciaries for**  
**\${formData.client.firstName} \${formData.client.middleName}**  
**\${formData.client.lastName}**

**Client Information**

Grantor Name:     \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName}  
Grantor Name:     \${formData.spouse.firstName} \${formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""}\${formData.spouse.lastName}  
Address:           \${formData.client.address}  
                      \${formData.client.city}, \${formData.client.state} \${formData.client.zip}

**Family Information**

Name	Relationship	Date of Birth
\${formData.children && formData.children[0] ? `\${formData.children[0].firstName} \${formData.children[0].lastName}` : ""}	Son	April 11, 2011
\${formData.children && formData.children[1] ? `\${formData.children[1].firstName} \${formData.children[1].lastName}` : ""}	Daughter	December 15, 2005

**Guardian for Minor Children**

      \${formData.guardians && formData.guardians[0] ? `\${formData.guardians[0].firstName}  
      \${formData.guardians[0].lastName}` : ""}

**Trust Information**

Name of Trust:     \${formData.trustName}, dated \${formData.currentDate}  
  
Initial Trustees: \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName} and \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}

**Successor Trustees:**

Confirmation of Names and Fiduciaries for The \${formData.client.firstName}  
      \${formData.client.middleName} \${formData.client.lastName} and  
\${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName  
      + " " : ""}\${formData.spouse.lastName} Living Trust

Upon Incapacity or Death:

The non-incapacitated or surviving spouse will serve as sole Trustee. If he or she is unable to serve or to continue to serve for any reason, then the following will serve as successor Trustee, in the order named:

`${formData.successorTrustees && formData.successorTrustees[0] ?  
`${formData.successorTrustees[0].firstName}  
${formData.successorTrustees[0].lastName}` : "}" and  
${formData.successorTrustees && formData.successorTrustees[1] ?  
`${formData.successorTrustees[1].firstName}  
${formData.successorTrustees[1].lastName}` : "}" ${formData.successorTrustees  
&& formData.successorTrustees[0] && formData.successorTrustees[0].jointly ?  
'(at age 18), jointly, or the survivor of them' : "}"`

**Durable Power of Attorney for \${formData.client.firstName}**

`${formData.client.middleName} ${formData.client.lastName}  
${formData.durablePOA.client && formData.durablePOA.client[0] ?  
`${formData.durablePOA.client[0].firstName}  
${formData.durablePOA.client[0].lastName}` : "}", then  
${formData.durablePOA.client && formData.durablePOA.client[1] ?  
`${formData.durablePOA.client[1].firstName}  
${formData.durablePOA.client[1].lastName}` : "}"`

Initial Agent:

`${formData.spouse.firstName}  
${formData.spouse.middleName ?  
formData.spouse.middleName + " " :  
""}${formData.spouse.lastName}`

Successor Agent:

`${formData.children &&  
formData.children[1] ?  
`${formData.children[1].firstName}  
${formData.children[1].lastName}` : "}"`

Confirmation of Names and Fiduciaries for The `${formData.client.firstName}`  
`${formData.client.middleName} ${formData.client.lastName}` and  
`${formData.spouse.firstName} ${formData.spouse.middleName ? formData.spouse.middleName  
+ " " : ""}${formData.spouse.lastName}` Living Trust







**Personal Representative for \${formData.client.firstName}**

**\${formData.client.middleName} \${formData.client.lastName}**

\${formData.pourOverRepresentatives.client} && formData.pourOverRepresentatives.client[0] ?  
`\${formData.pourOverRepresentatives.client[0].firstName}  
\${formData.pourOverRepresentatives.client[0].lastName}` : "", then  
\${formData.pourOverRepresentatives.client} && formData.pourOverRepresentatives.client[1] ?  
`\${formData.pourOverRepresentatives.client[1].firstName}  
\${formData.pourOverRepresentatives.client[1].lastName}` : ""}

**Personal Representative for \${formData.spouse.firstName}**

**\${formData.spouse.middleName ? formData.spouse.middleName +  
" " : ""}\${formData.spouse.lastName}**

\${formData.pourOverRepresentatives.spouse} && formData.pourOverRepresentatives.spouse[0]  
? `\${formData.pourOverRepresentatives.spouse[0].firstName}  
\${formData.pourOverRepresentatives.spouse[0].lastName}` : "", then  
\${formData.pourOverRepresentatives.spouse} && formData.pourOverRepresentatives.spouse[1]  
? `\${formData.pourOverRepresentatives.spouse[1].firstName}  
\${formData.pourOverRepresentatives.spouse[1].lastName}` : ""}

Confirmation of Names and Fiduciaries for The \${formData.client.firstName}  
\${formData.client.middleName} \${formData.client.lastName} and  
\${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName  
+ " " : ""}\${formData.spouse.lastName} Living Trust

## **PERSONAL INFORMATION**

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This section contains copies of the most recent personal and financial information that you have provided to us. If we do additional planning for you in the future, you will need to complete a new questionnaire or update this one.

## **FUNDING INSTRUCTIONS**

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The instructions in this section tell you how to transfer various types of assets. You must transfer the assets that you currently own and that you acquire in the future to your Revocable Living Trust. This transfer is vitally important.

If you ever need any assistance in transferring assets to your Revocable Living Trust, do not hesitate to make an appointment with our office. It is your responsibility to ensure that all of your property is transferred to your Revocable Living Trust.

# Revocable Living Trust Funding Instructions for The \${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName} and \${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName + " " : ""}\${formData.spouse.lastName} Living Trust

We cannot overemphasize the importance of having a *fully funded* Revocable Living Trust. An unfunded or partially funded Revocable Living Trust does not avoid probate. These instructions will help you fund your Revocable Living Trust.

- You will make ***ownership changes*** to change the title of most of your assets from your name as an individual to your name as Trustee of your Revocable Living Trust.
- For other assets, such as life insurance and retirement accounts, you will make ***beneficiary changes*** to properly distribute those assets upon your death. The beneficiary will not necessarily be your Revocable Living Trust –please see the *Retirement Plans* and *Life Insurance Policies and Annuities* sections of this document.

Generally, to transfer assets to your trust, you must execute new documents of title, deeds to real property, and signature cards for your bank accounts, as well as change of beneficiary forms for pension plans, individual retirement plans and life insurance.

Your financial advisor, accountant, broker, or life insurance agent may need to help you make ownership or beneficiary changes. These instructions will give you general knowledge of how to fund your trust, but they cannot comprehensively address every type of transfer. Please call us if you must make transfers that are not addressed in these instructions.

We recommend you place copies of all written documents which evidence the interest of your Revocable Living Trust into your Revocable Living Trust Portfolio. These assets may include your accounts, real property, business interests, insurance policy proceeds, or any other property. Your final step in the transfer process should always be to place a document in the TRUST ASSETS section of your Revocable Living Trust Portfolio that proves your trust is the owner or beneficiary of each asset. ***The bolded, italicized sentence ending the transfer instructions for each type of asset tells you what documents to put into your Revocable Living Trust Portfolio.***

Funding Instructions for The \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName} and \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName} Living Trust

## Using Your Certification of Trust

Your Revocable Living Trust Portfolio contains a Certification of Trust. In your certification, you state in writing that:

your trust exists;

you are one of the Trustees; and

you have the authority and power to transact business as a Trustee.

Most institutions have their own certification forms for you to fill out. If the institution you are dealing with does not have a form, you should provide them with a copy of your Certification of Trust form. Your Certification of Trust provides only the information that the persons you deal with need to see without disclosing confidential details.

## Your Tax Identification Number

As long as you are acting as Trustee of your Revocable Living Trust, you do not need to obtain a separate tax identification number for your trust or to file a separate trust tax return. The Internal Revenue Service (IRS) prefers that you use your own Social Security number. You should report all of the income generated by trust assets on your personal IRS Form 1040 and California Form 540.

When you die, your trust becomes irrevocable for tax purposes. It may split into multiple trusts, each of which may be treated as a separate taxable entity for income tax purposes. We will work with your successor Trustee and your accountant to see that your heirs get the full benefit of your estate planning upon your death.

## Titling Assets in Your Name as Trustee

Generally, you should title all of your currently owned and newly acquired assets in the name of your trust. We prefer the following format for titling assets in the name of your trust:

```

    ${formData.client.firstName} ${formData.client.middleName}
    ${formData.client.lastName} and ${formData.spouse.firstName}
    ${formData.spouse.middleName ? formData.spouse.middleName + " " :
    ""}${formData.spouse.lastName}, Trustees, or their successors in interest, of The
    ${formData.client.firstName} ${formData.client.middleName}
    ${formData.client.lastName} and ${formData.spouse.firstName}
    ${formData.spouse.middleName ? formData.spouse.middleName + " " :
    ""}${formData.spouse.lastName} Living Trust dated ${formData.currentDate},
    and any amendments thereto.
```

```

Funding Instructions for The ${formData.client.firstName} ${formData.client.middleName}
    ${formData.client.lastName} and ${formData.spouse.firstName}
    ${formData.spouse.middleName ? formData.spouse.middleName + " " :
    ""}${formData.spouse.lastName} Living Trust
```

## Instructions for Transferring Specific Assets

### Cash Accounts

You should sign new signature and ownership cards to retitle any sizeable bank accounts or cash equivalents, including treasury bills, money market accounts, and certificates of deposit, to name yourself as Trustee of those accounts. You need not change any small joint or other checking accounts used primarily for household expenses.

Before you retitle your certificates of deposit, consult with a bank officer to make sure that the institution does not consider the change in account name to be an early withdrawal that incurs a penalty. Generally, this should not be a problem because your tax identification number for the account will remain the same.

Instruct your financial institution by letter or in person to change the title to your trust. The tax identification number (your Social Security number) on the account for withholding and reporting purposes will remain the same. For joint trustee trusts, be sure to give each trustee signature power with respect to the account. Sign the new signature cards as Trustees.

Retitling the account records should have no effect on the name you wish to have printed on your checks. There is no reason to have the name of your trust on your printed checks. Ask your bank to continue to print your individual name on the checks.

After changing title, your next account statement will confirm the retitling by listing you as Trustee of your trust. ***Please put a copy of this account statement in the TRUST ASSETS section of your Revocable Living Trust Portfolio.***

### Investment Accounts

If you hold publicly traded stocks and bonds that are already in brokerage or investment accounts, contact your brokers or custodians and direct them to change the title of the accounts to the name of your trust. The procedure for doing so is the same as the procedure for retitling cash accounts explained above. You may have to complete new account applications and present a copy of your Affidavit or Certification of Trust in order to change the title. Title to the accounts should be in the trust name.

After changing title, your next account statement will confirm the retitling by listing you as Trustee of your trust. ***Please put a copy of this account statement in the TRUST ASSETS section of your Revocable Living Trust Portfolio.***

### Stocks and Bonds Not Held in Investment Accounts

If you possess original stock or bond certificates, there are two ways to transfer the certificates to your trust.

- Open a brokerage or investment account in the name of your Revocable Living Trust and deposit your original certificates in the account. (You may later have your broker deliver the

Funding Instructions for The \${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName} and \${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName + " " : ""} \${formData.spouse.lastName} Living Trust

certificates to you made out in the name of the trust if you wish.) Your future account statements that will be titled in the name of your Revocable Living Trust will prove your ownership of the transferred stock or bonds. ***Please be sure to put a copy of an account statement proving ownership by the trust into the TRUST ASSETS section of your Revocable Living Trust Portfolio.***

- Work directly with the transfer agent for the stock or bond and direct the agent to reissue your stock with your Revocable Living Trust named as the new owner. ***Please put a copy of both the front and back of the new bond or stock certificate in the TRUST ASSETS section of your Revocable Living Trust Portfolio.***

## Stock Options

Transferring or assigning stock options requires a careful analysis of the tax and legal issues. We recommend you ask your Certified Public Accountant (CPA) and your stock plan administrator about your choices in assigning your interests to your Revocable Living Trust. If you would like us to assist you, we would be willing to do so under a separate representation agreement.

## Personal Effects

Tangible personal property refers to such items as household furnishings, appliances and fixtures, works of art, motor vehicles, pictures, collectibles, personal wearing apparel and jewelry, books, sporting goods, and hobby paraphernalia. Your tangible personal property has been transferred to your Revocable Living Trust by declaration in Article One of the Trust.

Your personal vehicles can be titled in the name of your Revocable Living Trust, but we find that most of our clients prefer to leave their vehicles outside their trust for several reasons. One, if they have a vehicle accident, the fact they have a Revocable Living Trust could cause the other parties to the accident to assume they have deep pockets and encourage a lawsuit. Second, heirs can usually transfer vehicles without formal probate proceedings. If you decide to title your vehicle in the name of your trust, consult your casualty insurance agent to make certain the transfer will not result in a business rating on your insurance policy that would increase your premiums.

## Retirement Plans

You should never transfer the ownership of a qualified retirement or pension plan or individual retirement account to your Revocable Living Trust. Instead, if you have pre-retirement death benefits under such a plan, our general recommendation is that you choose from among your spouse, children, or partner as primary and contingent beneficiaries.

**Making the proper beneficiary designations for retirement plans involves many complex tax and individual family issues. Therefore, making a recommendation without further consultation is difficult.** You have many tradeoffs to consider in naming your beneficiaries—tradeoffs that affect your required minimum distributions and the taxation of your benefits after your death.

Funding Instructions for The \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName} and \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName} Living Trust

If you would like to discuss the issues and solutions for designating your retirement plan beneficiaries to best match your unique goals, we would be pleased to do so. But this additional planning must be done under a subsequent written representation agreement.

Your retirement plan administrator should send you a letter confirming the change of beneficiaries in your retirement plan records. ***Please put a copy of this confirmation letter in the TRUST ASSETS section of your Revocable Living Trust Portfolio.***

### **Qualified Tuition Plans (529 Plans)**

Transferring a 529 plan to your Revocable Living Trust often makes sense, but your trust must contain specific language enabling the Trustee to manage the account. We recommend that you contact us before naming your trust as an owner of a 529 plan.

### **Life Insurance Policies and Annuities**

You may want to tax-proof your major life insurance policies by creating one or more irrevocable life insurance trusts. In any event, you will probably want some policy proceeds paid directly to your Revocable Living Trust. Please consult with us so we can help you determine the proper ownership and beneficiary designation for each.

If you decide to name your Revocable Living Trust as the beneficiary of a policy, here are several points you should consider.

Your policy beneficiary designation, not your Will and Revocable Living Trust, controls the disposition of the policy benefits.

Generally, you should designate your Revocable Living Trust as the beneficiary of your life insurance policies so the policy proceeds will be governed by the terms of the Revocable Living Trust. To do so, we recommend you advise your insurance agent that you want your Revocable Living Trust as the beneficiary. Your agent will make the change for you or provide you the beneficiary designation form for you to complete.

If you name your Revocable Living Trust as the primary beneficiary, you should name your spouse, partner, or children as the secondary beneficiary.

Each insurance company will have its own preferred format for designating your Revocable Living Trust as the beneficiary. Here is a typical format:

Primary Beneficiary: The The \${formData.client.firstName}  
\${formData.client.middleName} \${formData.client.lastName} and  
\${formData.spouse.firstName} \${formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""} \${formData.spouse.lastName} Living Trust dated  
\${formData.currentDate}

**Secondary Beneficiary:** Spouse, partner, children, or other heirs.

Funding Instructions for The \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName} and \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""} \${formData.spouse.lastName} Living Trust



Your insurance company should send you a letter confirming the change of beneficiaries in your insurance policy or annuity records. ***Please put a copy of this confirmation letter in the TRUST ASSETS section of your Revocable Living Trust Portfolio.***

### **Mortgage, Notes, and Other Receivables**

If you have loaned money to anyone, you should assign your interest as lender to your Revocable Living Trust by a written document and notify your debtor of the assignment. We can prepare assignment documents for each interest for your signature. ***Please put a copy of each assignment in the TRUST ASSETS section of your Revocable Living Trust Portfolio.***

### **Partnership Interest**

If there are no restrictions in your general partnership agreement, your interest in the general partnership should be transferred through a written assignment of interest signed by you and acknowledged by your partners. Transfer of an interest in a limited partnership is accomplished in the same way as the transfer of a general partnership interest.

We can prepare assignment documents for each interest for your signature. ***Please put a copy of each assignment in the TRUST ASSETS section of your Revocable Living Trust Portfolio.***

### **Corporate Business or Professional Interests**

You should contact your corporate counsel or ask us to assist you in transferring your professional business interests to the Revocable Living Trust.

- If your business is a corporation, you will have to cancel shares held in your name and reissue them in your name as Trustee of your Revocable Living Trust. ***Please put a copy of both the front and back of the new stock certificate in the TRUST ASSETS section of your Revocable Living Trust Portfolio.***
- If your business is a limited liability company, we will draft assignment documents to assign your interest to your Revocable Living Trust. ***Please put a copy of the assignment in the TRUST ASSETS section of your Revocable Living Trust Portfolio.***

### **Sole Proprietorship Business Interests**

A sole proprietorship is a business entity owned by one person. Ownership of a sole proprietorship can be transferred to a Revocable Living Trust with a written assignment of interest. All items of tangible personal property should be listed individually or by category in the assignment. ***Please put a copy of the assignment in the TRUST ASSETS section of your Revocable Living Trust Portfolio.***

### **Oil, Gas, and Mineral Interests**

The method of transferring interests in oil, minerals, and gas depends on whether you own or lease the interests. Generally, if you own the interests, you should record a deed that titles your interests to your Revocable Living Trust. If your interest is a lease, you should assign your rights

Funding Instructions for The \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName} and \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName} Living Trust

as a lessee to your Revocable Living Trust by a written assignment. ***Please put a copy of the deed or assignment in the TRUST ASSETS section of your Revocable Living Trust Portfolio.***

### **Real Property**

Transferring your real property to your trust will require attention to ownership and tax issues based on the nature of the current title to the property. Ultimately, the transfer will require preparing, executing, and recording new deeds for each property. This should be done through an attorney. At your request, we will assist you with this. ***Please put a copy of each deed in the TRUST ASSETS section of your Revocable Living Trust Portfolio.***

Regarding your homeowner's policy, contact your insurance provider to discuss adding your trust as an additional endorsee on your policy.

### **Anticipated Inheritance, Gift, or Lawsuit Judgment**

If you are the beneficiary of an estate of someone who has already died, or if you are a plaintiff in a lawsuit, you can assign your interest in the estate or lawsuit to your Revocable Living Trust in case you are disabled or deceased before receiving distributions or payments. ***Please put a copy of the assignment in the TRUST ASSETS section of your Revocable Living Trust Portfolio.***

## **Reviewing Your Estate Plan**

You should review your estate plan with an attorney every two to three years because all estate plans require on-going maintenance. In particular, a change in your family, an increase in your net worth, or a change in the tax law could significantly affect the effectiveness of your plan.

Funding Instructions for The \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName} and \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName} Living Trust

## **POWER OF ATTORNEY**

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This section contains your Power of Attorney for property management. In this document, you appoint an agent to act for you if you become incapacitated. Your agent is authorized to transfer property to your Revocable Living Trust, to make withdrawals from your retirement assets, or to do anything else that you want your agent to do for you if you become incapacitated.

You should ask the first agent you have appointed if he or she is willing to accept this responsibility for you; if so, be sure he or she has the original or a copy of this document to prove his or her authority to act.

Your Power of Attorney may also contain a nomination of a conservator for you or your estate.

# **General Durable Power of Attorney of \${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName}**

I, \${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName} of North Hollywood, California, Social Security number \_\_\_\_\_, am creating a Durable Power of Attorney under the laws of the State of California. I revoke all Powers of Attorney previously granted by me as Principal and terminate all agency relationships created by me except:

powers granted by me under any Advance Health Care Directive;

powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to, and withdraw funds from accounts to which I am a signatory; and

powers granting access to a safe-deposit box.

MY ATTORNEY IN FACT MAY NOT EXERCISE THE AUTHORITY GRANTED UNDER THIS POWER OF ATTORNEY UNTIL THE EVENTS DESCRIBED IN ARTICLE TWO HAVE OCCURRED.

## **Article One Appointment of Attorney in Fact**

### **Section 1.01 Initial Attorney in Fact**

I appoint \${formData.durablePOA.client && formData.durablePOA.client[0]} ?  
`\${formData.durablePOA.client[0].firstName} \${formData.durablePOA.client[0].lastName}` : "  
to serve as my Attorney in Fact.

### **Section 1.02 Successor Attorney in Fact**

If \${formData.durablePOA.client && formData.durablePOA.client[0]} ?  
`\${formData.durablePOA.client[0].firstName} \${formData.durablePOA.client[0].lastName}` : "  
fails to serve, I appoint \${formData.durablePOA.client && formData.durablePOA.client[1]} ?  
`\${formData.durablePOA.client[1].firstName} \${formData.durablePOA.client[1].lastName}` : "  
to serve as my successor Attorney in Fact.

### **Section 1.03 No Person under 21 Years of Age May Serve as Attorney in Fact**

No person named as my Attorney in Fact or successor Attorney in Fact may serve until that person has reached 21 years of age.

#### **Section 1.04 Prior or Joint Attorney in Fact Unable to Act**

A successor Attorney in Fact or an Attorney in Fact serving jointly with another Attorney in Fact may establish that the acting Attorney in Fact or joint Attorney in Fact is no longer able to serve as Attorney in Fact by signing an affidavit that states that the Attorney in Fact is not available or is incapable of acting. The affidavit may be supported by a death certificate of the Attorney in Fact, a certificate showing that a guardian or conservator has been appointed for the Attorney in Fact, a physician's letter stating that the Attorney in Fact is incapable of managing his or her own affairs, or a letter from the Attorney in Fact stating his or her unwillingness to act or delegating his or her power to the successor Attorney in Fact.

## **Article Two**

### **Effectiveness of Appointment - Durability Provision**

#### **Section 2.01 Effectiveness**

The authority granted to my Attorney in Fact under this power of attorney will only become effective if I am incapacitated.

For all purposes of this power of attorney, I am incapacitated in any one of the following circumstances:

##### **(a) The Opinion of Two Licensed Physicians**

I am incapacitated whenever two licensed physicians provide written opinions that I cannot effectively manage my property or financial affairs due to age; illness; use of prescription medications, drugs or other substances; or any other cause.

I am restored to capacity whenever my personal or attending physician provides a written opinion that I can effectively manage my property and financial affairs.

I voluntarily waive any physician-patient privilege or psychiatrist-patient privilege that may exist in my favor and I authorize physicians and psychiatrists to examine me and disclose my physical or mental condition to my Attorney in Fact for purposes of this power of attorney.

##### **(b) Court Determination**

I am incapacitated if a court of competent jurisdiction declares me disabled, incompetent, or legally incapacitated.

##### **(c) Detention, Disappearance or Absence**

I am incapacitated whenever I cannot effectively manage my property or financial affairs because I have disappeared for more than 30 days or whenever I am detained under duress.

My Attorney in Fact may establish that I have disappeared or that I am detained under duress by an affidavit. The affidavit must describe the circumstances of my

General Durable Power of Attorney of \${formData.client.firstName}  
\${formData.client.middleName} \${formData.client.lastName}

disappearance, absence, or detention. Any third party dealing in good faith with my Attorney in Fact may rely upon the affidavit.

## **Section 2.02 Durability**

The authority granted to my Attorney in Fact under this power of attorney will not be affected by my subsequent disability, incompetency, incapacity, or lapse of time.

If this power of attorney becomes operative because of my disability or incapacity and if the authority granted to my Attorney in Fact becomes effective because of my incapacity and I am restored to capacity as evidenced in the manner provided above, this power of attorney is not revoked but my Attorney in Fact's power is no longer effective. My Attorney in Fact's power will become effective again only upon my subsequent incapacity as provided above.

## **Section 2.03 Term of Durable Power of Attorney**

This Durable Power of Attorney expires at the earliest of:

- my death (except for post-death matters allowed under California law); or
- my revocation of this power of attorney.

# **Article Three**

## **Powers Granted to My Attorney in Fact**

I grant my Attorney in Fact the powers described in this Article so that my Attorney in Fact may act on my behalf. In addition, my Attorney in Fact may do everything necessary to exercise the powers listed below.

### **Section 3.01 Power to Fund**

My Attorney in Fact may transfer any of my assets or any interest I have in any property, tangible or intangible, real or personal, to the trustee of any revocable living trust created by me before or after the execution of this power of attorney, and including any trust that may extend beyond my incapacity or beyond my lifetime.

I grant my Attorney in Fact the following general powers for the specific purpose of transferring property to my trusts under this Section:

My Attorney in Fact may transfer any interest I have in real or personal property, tangible or intangible, to my trusts.

My Attorney in Fact may assign any rights I have to receive income from any source to my trusts.

My Attorney in Fact may execute all legal instruments and other documents necessary or convenient to transfer property to my trusts.

General Durable Power of Attorney of \${formData.client.firstName}  
\${formData.client.middleName} \${formData.client.lastName}

My Attorney in Fact may terminate savings, checking, safekeeping, brokerage, investment advisory, and custodial accounts in my name (alone or jointly with others) at any bank, broker, or financial institution and transfer all or any part of my interest in the cash, stocks, bonds, and securities of the accounts to my trusts.

My Attorney in Fact may enter and remove my property from any safe-deposit box registered in my name (alone or jointly with others) and transfer the removed property to my trusts.

My Attorney in Fact may designate the trust as beneficiary to receive any property, benefit, or contract right on my death, or to change any existing designation to the trust as beneficiary.

### **Section 3.02 Power to Sell**

Unless specifically limited by the other provisions of this power of attorney, my Attorney in Fact may sell any interest I own in any kind of property, real or personal, tangible or intangible, including any contingent or expectant interest, any marital right, and any right of survivorship incident to joint tenancy or tenancy by the entirety. My Attorney in Fact may determine the terms of sale and may grant sales options.

My Attorney in Fact may dispose of sales proceeds on my behalf as my Attorney in Fact determines is appropriate.

### **Section 3.03 Power to Buy**

Unless specifically limited by the other provisions of this power of attorney, my Attorney in Fact may buy any kind of property. My Attorney in Fact may determine the terms for buying property and may obtain options to buy property. In addition, my Attorney in Fact may insure the purchased property, and otherwise arrange for its safekeeping.

I authorize my Attorney in Fact to borrow money for the purposes described in this Section and to secure the loan in any manner my Attorney in Fact determines is appropriate.

I authorize my Attorney in Fact to use my funds to repay any money borrowed by me or on my behalf and to pay for any purchases made or cash advanced using my credit cards.

### **Section 3.04 Power to Invest**

My Attorney in Fact may invest and reinvest all or any part of my property in any other property of whatever type: real or personal, tangible or intangible, and whether located inside or outside the geographic borders of the United States and its possession or territories. Unless specifically limited by the other provisions of this power of attorney, my Attorney in Fact may:

- invest in securities of all kinds, limited partnership interests, real estate or interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, or interests in trusts including investment trusts;

- participate in common, collective, or pooled trust funds or annuity contracts;

sell or otherwise terminate any investment made by me or on my behalf, and establish and terminate savings and money market accounts at banks and other financial institutions;

establish and terminate accounts with securities brokers and use brokerage accounts to make short sales and to buy on margin, and pledge any securities held or purchased in brokerage accounts as security for loans and advances made to the account;

establish and terminate agency accounts with corporate fiduciaries; and

hire and fire financial and investment advisors.

### **Section 3.05 Power to Contract**

My Attorney in Fact may enter into contracts of any type and for any purpose. Unless specifically limited by the other provisions of this power of attorney and the law, my Attorney in Fact may modify and cancel any existing or any new contracts to which I am a party.

### **Section 3.06 Power to Manage Real Property**

My Attorney in Fact may manage any real property I now own or may acquire in the future including my personal residence. Unless specifically limited by the other provisions of this power of attorney, my Attorney in Fact may:

lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this power of attorney;

eject and remove tenants or other persons from property, and recover the property by all lawful means;

collect and sue for rents;

pay, compromise, or contest tax assessments and apply for tax assessment refunds;

subdivide, partition, develop, dedicate property to public use without consideration, or grant or release easements over my real property;

maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon, and alter all or any part of my real property;

employ laborers;

obtain or vacate plats and adjust boundaries;

adjust differences in the property's value on exchange or partition by giving or receiving consideration;

release or partially release real property from a lien;

enter into any contracts, covenants, and warranty agreements regarding my real property that my Attorney in Fact considers appropriate; and



encumber property by mortgage or deed of trust.

I authorize my Attorney in Fact to accept real property as a gift or as security for a loan.

### **Section 3.07 Power to Manage Tangible Personal Property**

My Attorney in Fact may manage any tangible personal property I now own or may acquire in the future. Unless specifically limited by the other provisions of this power of attorney, my Attorney in Fact may:

lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this power of attorney;

recover my property by all lawful means;

collect and sue for rents;

pay, compromise, or contest tax assessments and apply for tax assessment refunds;

maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and

grant security interests in my property.

I authorize my Attorney in Fact to accept tangible personal property as a gift or as security for a loan.

### **Section 3.08 Power to Manage Digital Assets**

My Attorney in Fact may access, modify, control, archive, transfer, and delete my digital assets. Digital assets include my sent and received emails, email accounts, digital music, digital photographs, digital videos, gaming accounts, software licenses, social-network accounts, file-sharing accounts, financial accounts, domain registrations, Domain Name System (DNS) service accounts, blogs, listservs, web-hosting accounts, tax-preparation service accounts, online stores and auction sites, online accounts, and any similar digital asset that currently exists or may be developed as technology advances.

My digital assets may be stored in the cloud or on my own digital devices. My Attorney in Fact may access, use, and control my digital devices in order to access, modify, control, archive, transfer, and delete my digital assets—this power is essential for access to my digital assets that are only accessible through my digital devices. Digital devices include desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar hardware that currently exists or may be developed as technology advances.

### **Section 3.09 Power to Operate Businesses**

My Attorney in Fact may continue operating and managing any business in which I now or later own an interest for the period of time and in any manner my Attorney in Fact considers appropriate.

Unless specifically limited by the other provisions of this power of attorney, my Attorney in Fact may:

- act as a director, general or limited partner, or associate or officer of the business;
- select and vote for directors, partners, associates, and officers of the business and enter into owners' agreements with other owners of any business in which I have an interest;
- execute agreements and amendments to agreements necessary to the operation of the business including stockholder agreements, partnership agreements, buy-sell agreements, and operating agreements for limited liability companies;
- hire and fire employees;
- pay employees' salaries and provide for employee benefits;
- employ legal, accounting, financial, and other consultants;
- continue, modify, terminate, renegotiate, and extend any contracts with any person, firm, association, or corporation;
- execute business tax returns and other government forms required for my business;
- pay all business-related expenses;
- transact business for me in my name and on my behalf;
- contribute additional capital to the business from my funds;
- change the name or the form of the business;
- incorporate the business;
- enter into a partnership agreement with other persons;
- join in a plan to reorganize or consolidate my business, or merge my business with any other business;
- establish the value of the business under buy-out or buy-sell agreements to which I am a party;
- create, continue, or terminate retirement plans for my business's employees and make contributions required by those plans;
- advance money or other property to the business and make loans of cash or securities to the business as my Attorney in Fact considers appropriate; and
- borrow for the business and secure any loans with business assets or my personal assets.

My Attorney in Fact may sell, liquidate, or close a business upon terms my Attorney in Fact considers appropriate, including a sale in exchange for cash, a private annuity, and an installment note or any combination of those arrangements.

General Durable Power of Attorney of \${formData.client.firstName}  
\${formData.client.middleName} \${formData.client.lastName}

### **Section 3.10 Power to Manage Partnership and Limited Liability Company Interests**

My Attorney in Fact may manage any general, limited, or special partnership interest or any limited liability company interest I own now or in the future. Unless specifically limited by the other provisions of this power of attorney, my Attorney in Fact may:

exercise any right, power, privilege, or option I may have or may claim under any contract with the partnership or limited liability company;

modify or terminate my interest on terms and conditions my Attorney in Fact considers appropriate;

enforce the terms of the partnership agreement or limited liability company operating agreement for my protection by instituting or maintaining any action, proceeding, or otherwise as my Attorney in Fact considers appropriate; and

defend, arbitrate, settle, or compromise any action or other legal proceeding to which I am a party because of my membership in the partnership or limited liability company.

### **Section 3.11 Power Regarding Securities**

My Attorney in Fact may exercise all rights regarding securities that I own now or in the future. Specifically, my Attorney in Fact may buy, sell, and exchange all types of securities and financial instruments including stocks, bonds, mutual funds, and commodity futures contracts and call and put options on stocks and stock indexes.

My Attorney in Fact may also:

receive certificates and other evidences of ownership with regard to securities;

hold securities in bearer or uncertified form and use a central depository, clearing agency, or book-entry system such as The Depository Trust Company, Euroclear, or the Federal Reserve Bank of New York;

place all or any part of my securities in the custody of a bank or trust company or in the name of its nominee;

employ a broker-dealer as custodian for my securities and register the securities in the name of the broker-dealer or its nominee;

exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote;

participate in any reorganization, recapitalization, merger, or similar transaction; and

exercise any subscription rights, option rights (whether or not qualified under the Internal Revenue Code), or other rights to which I am entitled now or in the future, or to sell and dispose of these rights, and, if required, to sign my name to rights, warrants, or other similar instruments.

### **Section 3.12 Power to Collect and Settle My Obligations**

My Attorney in Fact may collect all rights and benefits to which I am entitled now or in the future, including rights to cash payments, property, debts, accounts, legacies, bequests, devises, dividends, and annuities. In collecting my obligations, my Attorney in Fact may demand, sue for, arbitrate, settle, compromise, receive, deposit, expend for my benefit, reinvest, or otherwise dispose of these matters as my Attorney in Fact determines appropriate.

My Attorney in Fact may use all lawful means and methods to recover these assets and rights, to qualify me for benefits and claim benefits on my behalf, and to compromise claims and grant discharges regarding the matters described in this Section. My Attorney in Fact may convert my assets into assets that do not disqualify me from receiving benefits, or my Attorney in Fact may divest my assets altogether. In any divestment action or asset conversion, I direct my Attorney in Fact to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

### **Section 3.13 Power Regarding Governmental Benefits**

All powers described in this Section are exercisable with respect to all federal and state (or any subdivision thereof) programs existing when this power of attorney was executed or for which I become eligible after this power of attorney is executed. The power of attorney shall extend to any state in which I live when my Attorney in Fact's powers become effective.

I appoint my Attorney in Fact as my *Representative Payee* for the purposes of receiving Social Security benefits. My Attorney in Fact may collect all benefits payable to or for my benefit by any governmental agency or body, such as Supplemental Security Income (SSI), Medicaid, Medicare, and Social Security Disability Insurance (SSDI). My Attorney in Fact shall have the full power to represent me and deal in all ways necessary concerning rights or benefits payable to me by any governmental agency including Supplemental Security Income (SSI), Medi-Cal, and Social Security Disability Insurance (SSDI).

My Attorney in Fact may:

- gift or otherwise spend down my estate for Medicaid eligibility and planning;

- execute vouchers in my name for allowances and reimbursements payable to me by the United States, a foreign government, a state, or a subdivision of a state to me, including allowances and reimbursements for my transportation, children's, and other individual's customarily or legally entitled to be supported by me, and for shipping their household effects;

- take possession, remove, and ship any of my property from a post, warehouse, depot, dock, or other place of storage, whether governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose;

- prepare, file, and prosecute my claims for benefits or assistances, financial or otherwise, for any claim to which I am entitled under a statute or government regulation;

General Durable Power of Attorney of \${formData.client.firstName}  
\${formData.client.middleName} \${formData.client.lastName}

prosecute, defend, arbitrate, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive;

receive the financial proceeds of any type of claim described in this Section and invest, disburse, or use the proceeds on my behalf for any lawful purpose;

sign on my behalf any document necessary to permit my return to my residence following my incapacity or other condition that prevents me from currently living there;

execute any trust agreement described in 42 U.S.C. § 1396p (d)(4) with any trustee or trustees that my Attorney in Fact selects. In addition, my Attorney in Fact may deliver and convey any or all of my assets to the trustee or trustees of the trust as well as designate the trust as payee of any income to which I may be entitled.

### **Section 3.14 Power Regarding My Retirement Plans and Other Employee Benefits**

My Attorney in Fact may exercise all rights and collect all qualified retirement benefits to which I am entitled now or in the future. Specifically, my Attorney in Fact may:

establish, using any of my assets, one or more qualified retirement plans in my name;

make or cause contributions to be made, including rollover contributions and conversion contributions, to any qualified retirement plan my Attorney in Fact considers appropriate using my assets;

receive and endorse checks and other distributions to me from any qualified retirement plans, or arrange for the direct deposit of those checks or distributions in any of my accounts;

elect any form of payment from my qualified retirement plans and to withdraw benefits on my behalf from the IRAs and retirement plans;

make, exercise, waive, or consent to any and all elections and options that I may have regarding contributions to qualified retirement plans, investments, and administration of the retirement plans, and distribution or other forms of qualified retirement benefits available to me;

convert all or a portion of a qualified retirement plan to a Roth IRA under Internal Revenue Code Section 408A (or other similar qualified retirement plan);

with respect to any contribution to an IRA or Roth IRA, recharacterize all or any part of the contribution so that the contribution or any part of the contribution is treated as made to the other type of IRA; and

borrow money, purchase assets from any of my qualified retirement plans, and sell assets to any of my qualified retirement plans if the plan authorizes these actions.

My Attorney in Fact may make primary and contingent beneficiary designations, whether revocable or irrevocable, change primary and contingent revocable beneficiary designations, and

consent or waive consent in connection with the designation of primary and contingent beneficiaries and the selection of joint and survivor annuities under any employee benefit plan. But my Attorney in Fact may not directly or indirectly designate a greater share or portion of any benefit to my Attorney in Fact than my Attorney in Fact would have otherwise received unless all other beneficiaries under the qualified retirement plan consent to the change in beneficiary designation.

For all purposes of this Section, *qualified retirement plan* means a plan qualified under Internal Revenue Code Section 401, an individual retirement arrangement under Section 408 or Section 408A, or a tax-sheltered annuity under Section 403. The term *qualified retirement benefits* means the amounts held in or distributed pursuant to a plan qualified under Section 401, an individual retirement arrangement under Section 408 or Section 408A, a tax-sheltered annuity under Section 403, or any other benefit subject to the distribution rules of Section 401(a)(9).

### **Section 3.15 Power Regarding Bank Accounts**

My Attorney in Fact may establish bank accounts of any type in one or more bank institutions that my Attorney in Fact may choose. My Attorney in Fact may modify, terminate, make deposits to, write checks on, make withdrawals from, and grant security interests in any account in my name or to which I am an authorized signatory, except accounts held by me in a fiduciary capacity. This authority may be exercised whether the account was established by me or for me by my Attorney in Fact. My Attorney in Fact is authorized to negotiate, endorse, or transfer any check or other instrument with respect to any account; to contract for any services rendered by any bank or financial institution; and to execute, on my behalf as principal, any agency or power of attorney forms furnished by a bank with respect to accounts with the bank that appoints the bank or any person as my agent.

If more than one Attorney in Fact is serving concurrently under this power of attorney, the signature of any one of them is sufficient to endorse checks or drafts and to draw checks or drafts on my financial accounts.

### **Section 3.16 Power Regarding Safe-Deposit Boxes**

My Attorney in Fact may contract with any institution to rent a safe-deposit box in my name. My Attorney in Fact may have access to any safe-deposit box in my name or for which I am an authorized signer. This Section will apply whether the contract for the safe-deposit box was executed by me alone, jointly with others, or by my Attorney in Fact in my name. My Attorney in Fact may also add contents to or remove contents from a safe-deposit box, or terminate any rental contract for a safe-deposit box.

### **Section 3.17 Power to Prosecute and Defend Legal Actions**

My Attorney in Fact may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any legal, equitable, judicial, or administrative hearings, actions, suits, or proceedings involving me in any way. This authority includes claims by or against me arising out of property damage or personal injury suffered by me, or caused by me or under circumstances such that the resulting loss may be imposed on me.

My Attorney in Fact may otherwise engage in litigation involving me, my property, or my legal interests, including any property, interest, or person I am or may be responsible for.

### **Section 3.18 Power to Loan and Borrow**

My Attorney in Fact may make secured or unsecured loans to any person, entity, trust, or estate on my behalf, for any term or payable on demand, with or without interest. My Attorney in Fact may enter into or modify the terms of any mortgage, deed of trust, or security agreement made in connection with any loan and may release or foreclose on the mortgage, deed of trust, or security.

My Attorney in Fact may borrow money on my behalf at interest rates and on other terms that my Attorney in Fact considers advisable from any person, institution, or other source. If my then-acting Attorney in Fact is a corporate fiduciary, this includes loans from its own banking or commercial lending department.

My Attorney in Fact may encumber my property by mortgages, pledges, and other hypothecation and has the power to enter into any mortgage or deed of trust even though the term of the mortgage or deed of trust may extend beyond the effective term of this power of attorney.

My Attorney in Fact may borrow money for any purpose on any life insurance policy owned by me on my life even though the term of the loan may extend beyond the effective term of this power of attorney. My Attorney in Fact may grant a security interest in the policy to secure the loan. In this regard, my Attorney in Fact may assign and deliver the policy as security. No insurance company will be under any obligation to determine the loan's necessity or how my Attorney in Fact applies the loan proceeds.

### **Section 3.19 Power to Renounce or Resign from Fiduciary Positions**

My Attorney in Fact may resign or renounce any fiduciary position I hold now or in the future including personal representative, trustee, guardian, attorney in fact, and officer or director of a corporation, as well as any governmental or political office or position. In so doing, my Attorney in Fact may file an accounting with the appropriate court of competent jurisdiction or settle based on a receipt, release, or other appropriate method.

### **Section 3.20 Power to Disclaim or Release Property Interests**

My Attorney in Fact may renounce and disclaim any property or property interest or power to which I may become entitled by gift, testate succession, or intestate succession. My Attorney in Fact may release or abandon any property interest or power that I may own or hold, now or in the future. This includes any interest in, or right over, a trust, including the right to alter, amend, revoke, or terminate the trust. My Attorney in Fact may claim an elective share in any estate or under any Will. But my Attorney in Fact may not make any disclaimer that is expressly prohibited by the law or other provisions of this power of attorney.

### **Section 3.21 Power Regarding Insurance**

My Attorney in Fact may purchase, maintain, surrender, or collect:

all kinds of life insurance or annuities on my life or the life of any one in whom I have an insurable interest;

liability insurance protecting my estate and me against third party claims;

hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or my dependents; and

casualty insurance insuring my assets against loss or damage due to fire, theft, or other commonly insured risk.

My Attorney in Fact may pay all insurance premiums, select any options under the policies, increase coverage under any policy, borrow against any policy, pursue all insurance claims on my behalf, and adjust insurance losses. This authority applies to both private and public plans, including Medicare, Medicaid, Supplemental Security Income and Workers' Compensation.

### **Section 3.22 Power to Deal with My Spouse**

If I am married, my Attorney in Fact may deal with my spouse on my behalf. In dealing with my spouse, my Attorney in Fact may partition, transfer, and exchange any of my marital property estate, whether separate or community property between my spouse and me. My Attorney in Fact may enter into and execute on my behalf marital property agreements, partition and exchange agreements, or community property agreements. My Attorney in Fact may enforce, amend, or revoke any marital property agreement between my spouse and me but only with respect to rights in and obligations with respect to property owned by my spouse, by me, or by both of us and with respect to reclassification of management and control over our property.

## **Article Four**

### **Care and Control of Principal**

My Attorney in Fact may exercise the following powers and pay the associated costs from my assets with respect to the control and management of my person.

### **Section 4.01 Power to Provide for My Support**

My Attorney in Fact may do anything reasonably necessary to maintain my customary standard of living, including:

maintain my residence by paying all operating costs, including interest on mortgages or deeds of trust, amortization payments, repairs, and taxes, as well as purchasing, leasing, or making other arrangements for a different residence;

provide normal domestic help;

provide clothing, transportation, medicine, food, and incidentals; and



make all necessary arrangements, contractual or otherwise, for my care at any hospital, hospice, nursing home, convalescent home or similar establishment, or in my own residence should I desire it, and assure that all of my essential needs are met wherever I may be.

#### **Section 4.02 Power to Provide for Support of Dependents**

My Attorney in Fact may make payments for the health, education, maintenance, or support of my wife and those my Attorney in Fact determines to be dependent on me for support.

#### **Section 4.03 Power to Protect or Dispose of Property**

If my Attorney in Fact determines that I will never be able to return to my residence from a hospital, hospice, nursing home, convalescent home, or similar facility, my Attorney in Fact may dispose of my residence. In so doing, my Attorney in Fact may sell, lease, sublease, or assign my interest.

My Attorney in Fact may store any items of tangible personal property remaining in my residence and pay all storage costs. Alternatively, my Attorney in Fact may sell any items that my Attorney in Fact believes I will never need again on terms and conditions that my Attorney in Fact considers appropriate.

As an alternative to storage, my Attorney in Fact may transfer custody and possession but not title of any property item to the person designated to receive that property item on my death in my Will or my Revocable Living Trust.

#### **Section 4.04 Power to Provide for My Recreation and Travel**

My Attorney in Fact may allow me to engage in recreation, sport, and travel activities as my health permits and at my expense.

#### **Section 4.05 Power to Provide for Religious and Spiritual Needs**

My Attorney in Fact may provide for my religious and spiritual needs, including involvement of religious clergy and spiritual leaders in my care as well as my membership in religious and spiritual organizations consistent with my religious beliefs. My Attorney in Fact may purchase religious books, tapes, and other materials for my use and benefit.

#### **Section 4.06 Power to Provide for Companionship**

My Attorney in Fact may arrange any form of companionship for me necessary to meet my needs if I am unable to make my own arrangements.

#### **Section 4.07 Power to Make Advance Funeral Arrangements**

My Attorney in Fact may make advance arrangements for my funeral and burial, including a burial plot, marker, and any other related arrangements.

## **Article Five**

### **Incidental Powers**

My Attorney in Fact may perform these acts and execute and deliver the legal documents necessary or appropriate to exercise the powers set forth in this power of attorney, including the following incidental powers.

#### **Section 5.01 Power to Commence Court Proceedings**

My Attorney in Fact may commence any court proceedings necessary to protect my legal rights and interests under this power of attorney including:

actions for declaratory judgments from any court of competent jurisdiction interpreting the validity of this power of attorney and any of the acts sanctioned by this power of attorney but my Attorney in Fact need not seek a declaratory judgment to perform any act sanctioned by this power of attorney;

actions for mandatory injunctions requiring any person or entity to comply with my Attorney in Fact's directions authorized by this power of attorney; and

actions for actual and punitive damages and the recoverable costs and expenses of the litigation against any person or entity who negligently or willfully fails or refuses to follow my Attorney in Fact's directions authorized by this power of attorney.

#### **Section 5.02 Power to Employ and Discharge Personnel**

My Attorney in Fact may employ and remove investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, expert advisors, agents, and employees to advise or assist my Attorney in Fact.

#### **Section 5.03 Power to Sign Documents**

My Attorney in Fact may sign, execute, endorse, seal, acknowledge, deliver, and file or record all appropriate legal documents necessary to exercise the powers granted under this power of attorney.

#### **Section 5.04 Power to Submit Costs for Payment**

If my Attorney in Fact incurs costs in performing any powers granted under this power of attorney or in enforcing compliance with the powers given to my Attorney in Fact under this power of attorney, my Attorney in Fact may submit those costs to any person who has the authority to pay those costs such as the trustee of my Revocable Living Trust, my guardian, or my conservator. My trustee, conservator, or guardian shall promptly pay those costs.

### **Section 5.05 Power Regarding My Mail**

My Attorney in Fact may open, read, respond to, and redirect my mail. My Attorney in Fact may represent me before the US Postal Service and all other mail or package carriers in any matter relating to mail or delivery services including the receipt of certified mail.

### **Section 5.06 Power Regarding Memberships**

My Attorney in Fact may establish, cancel, continue, or initiate my membership in organizations and associations of all kinds.

### **Section 5.07 Power Regarding Custody of Documents**

My Attorney in Fact may take, give, or deny custody of my important documents, including my Will and any codicils, trust agreements, deeds, leases, life insurance policies, contracts, or securities. My Attorney in Fact may disclose or not disclose the whereabouts or contents of those documents.

### **Section 5.08 Power to Care for My Pets**

My Attorney in Fact may provide for the housing, support, and maintenance of my pet animals. My Attorney in Fact may contract for and pay the expenses of their proper veterinary care and treatment. But if my Attorney in Fact decides that the care and maintenance of my pet animals is unreasonably expensive or burdensome, my Attorney in Fact may give the pet animals to persons willing to care for them.

## **Article Six Limitation on Powers**

No individual serving as my Attorney in Fact may exercise any fiduciary power or discretion if the exercise of that power or discretion would:

- cause any income generated by my property to be attributed to my Attorney in Fact for federal income tax purposes;

- cause the value of any property subject to this power of attorney to be included in my Attorney in Fact's gross estate for federal estate tax purposes;

- cause any distribution made or allowed to be made by my Attorney in Fact to be treated as a gift from my Attorney in Fact; or

- discharge a legal obligation of my Attorney in Fact.

If the exercise of a power by my Attorney in Fact under this power of attorney would cause any of the foregoing results, a Special Attorney in Fact appointed under the provisions of Section 7.02 may exercise the power or discretion.

If it becomes necessary for my Attorney in Fact to liquidate or reinvest any of my assets to provide support for me, I direct that my Attorney in Fact, to the extent that it is reasonably possible, avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

If it is necessary to disrupt the dispositive provisions of my estate plan, my Attorney in Fact will use his or her best efforts to restore my plan as soon as possible. My Attorney in Fact will make reasonable efforts to obtain and review my estate plan. I authorize any person with knowledge of my estate plan or possession of my estate planning documents to disclose information to my Attorney in Fact and to provide copies of documents to my Attorney in Fact.

## **Article Seven**

### **Administrative Powers and Provisions**

This Article contains certain administrative powers and provisions that facilitate the use of the power of attorney and that protect my Attorney in Fact and those who rely upon my Attorney in Fact.

#### **Section 7.01    Release of Information**

My Attorney in Fact may release and obtain any information regarding my financial investments and taxes, including any information regarding stocks, bonds, certificates of deposit, bank accounts, tax returns, retirement accounts, pension plans, and any other documents or information regarding my financial affairs and taxes. This information may be obtained from my attorneys at law, financial advisors, insurance professionals, accountants, stockbrokers, stock transfer agents, and any other persons having such information.

I release these persons or entities from any liability for releasing the above-referenced information to my Attorney in Fact in reliance on this Section.

If my Attorney in Fact is an attorney at law or other accounting or financial professional, the professional regulations of my Attorney in Fact's profession and federal law may prohibit my Attorney in Fact from releasing information about my financial affairs to others if I am a client of my Attorney in Fact. This instrument, therefore, is a limited waiver of any privilege (such as the attorney-client privilege) that I have established with any Attorney in Fact as a client for the sole purpose of permitting my Attorney in Fact to perform his or her duties under this power of attorney.

#### **Section 7.02    Nomination of Conservator of My Person and My Estate**

If appointment proceedings are ever initiated for Conservator of my person and my estate, I concurrently nominate the person then serving or named to serve as my Attorney in Fact under this power of attorney.

### **Section 7.03 Appointment of a Special or Ancillary Attorney in Fact**

If any Attorney in Fact is unwilling or unable to act with respect to any property or any provision of this power of attorney, my Attorney in Fact shall appoint, in writing, a corporate fiduciary or an individual to serve as Special Attorney in Fact as to the property or with respect to the provision. The Special Attorney in Fact appointed must be an individual that is not related or subordinate to me or any beneficiary within the meaning of Internal Revenue Code Section 672(c). My Attorney in Fact may revoke this appointment at will.

If my Attorney in Fact determines that it is necessary or desirable to appoint an Ancillary Attorney in Fact to act under this power of attorney in a jurisdiction other than this one, my Attorney in Fact may do so. In making an appointment, my Attorney in Fact may sign, execute, deliver, acknowledge, and make declarations in any documents that may be necessary, desirable, convenient, or proper in order to carry out the appointment.

A Special or Ancillary Attorney in Fact may exercise all powers granted by this power of attorney unless expressly limited elsewhere in this power of attorney or by the instrument appointing the Special or Ancillary Attorney in Fact. A Special or Ancillary Attorney in Fact may resign at any time by delivering written notice of resignation to my Attorney in Fact. Notice of resignation will be effective under the terms of the notice.

### **Section 7.04 Attorney in Fact Authorized to Employ My Attorney**

My Attorney in Fact may employ the attorney who prepared this power of attorney or any other attorney employed by me in connection with my estate plan or business matters and I specifically:

- waive any conflicts of interest that might arise through this employment;

- authorize the attorney to make full disclosure of my estate plan and business to the Attorney in Fact; and

- authorize the attorney to accept the engagement.

### **Section 7.05 Fiduciary Eligibility of Attorney in Fact**

My Attorney in Fact is eligible to serve in any other fiduciary capacity for me or for my benefit, including trustee, guardian, conservator, committee, executor, administrator, or personal representative.

### **Section 7.06 Reimbursement for Expenses and Compensation**

My Attorney in Fact may pay himself or herself, from my assets, fair and reasonable compensation authorized by law for services performed under this power of attorney and, in addition, my Attorney in Fact may reimburse himself or herself for all reasonable expenses incurred for carrying out any provision of this power of attorney.

### **Section 7.07 Liability of Attorney in Fact**

I release and discharge any Attorney in Fact acting in good faith from any civil liability and from all claims or demands of all kinds whatsoever by me, my estate, and my heirs, successors, and

assigns arising out of the acts, forbearances, or omissions of my Attorney in Fact, except for willful misconduct or gross negligence. This protection extends to my Attorney in Fact's estate, heirs, successors, and assigns.

### **Section 7.08 Amendment and Revocation**

I may amend or revoke this power of attorney at any time. Amendments to this document must be made in writing by me personally (not by my Attorney in Fact) and must be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

The written notice of revocation or amendment to my Attorney in Fact must be:

personally delivered and receipt of delivery received;

mailed postage prepaid by certified mail, return receipt requested, to the last known address of my Attorney in Fact; or

sent by express mail or commercial expedited delivery providing a receipt for such delivery.

### **Section 7.09 Resignation**

My Attorney in Fact may resign by executing a written resignation delivered to me or, if I am mentally disabled, by delivery to any person with whom I am residing or who has my care and custody.

### **Section 7.10 Signature of Attorney in Fact**

I suggest my Attorney in Fact use the following form when signing documents on my behalf pursuant to this power:

`${formData.client.firstName} ${formData.client.middleName}  
${formData.client.lastName} by ${formData.durablePOA.client &&  
formData.durablePOA.client[0] ? `${formData.durablePOA.client[0].firstName}  
${formData.durablePOA.client[0].lastName}` : "}, ${formData.durablePOA.client &&  
formData.durablePOA.client[0] && formData.durablePOA.client[0].sex === 'male' ? 'his'  
: 'her'} Attorney in Fact.`

### **Section 7.11 Interpretation**

This power of attorney is a general power of attorney and should be interpreted as granting my Attorney in Fact all general powers permitted under the laws of State of California. The description of specific powers is not intended to limit or restrict any of the general powers granted to my Attorney in Fact.

### **Section 7.12 Use of "Attorney in Fact" Nomenclature**

The word *Attorney in Fact* and any modifying or equivalent word or substituted pronoun includes the singular and the plural cases, as well as the masculine, feminine, and neuter genders.

General Durable Power of Attorney of \${formData.client.firstName}  
\${formData.client.middleName} \${formData.client.lastName}

### **Section 7.13 Third Party Reliance**

No person who relies in good faith on the authority of my Attorney in Fact under this power of attorney will incur any liability to my estate; my heirs, successors, and assigns; or to me.

Any party dealing with my Attorney in Fact may conclusively rely upon an affidavit or certificate of my Attorney in Fact that:

the authority granted to my Attorney in Fact under this power of attorney is in effect;

my Attorney in Fact's actions are within the scope of my Attorney in Fact's authority under this power of attorney;

I was competent when I executed this power of attorney;

I have not revoked this power of attorney; and

my Attorney in Fact is currently serving as my Attorney in Fact.

### **Section 7.14 Effect of Duplicate Originals or Copies**

If this power of attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Attorney in Fact may make photocopies (photocopies includes facsimiles and digital or other reproductions, referred to collectively as *photocopy*) of this power of attorney and each photocopy will have the same force and effect as the original.

### **Section 7.15 Governing Law**

This power of attorney's validity and interpretation will be governed by the laws of the State of California. To the extent permitted by law, this power of attorney is applicable to all my property, whether real, personal, intangible, or mixed; wherever located; and whether or not I now or in the future own the property.

### **Section 7.16 Severability**

If any provision of this power of attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.

### **Section 7.17 Shall and May**

Unless otherwise specifically provided in this document or by the context in which used, I use the word *shall* in this document to impose a duty, command, direct, or require, and the word *may* to allow or permit, but not require. In the context of my Attorney in Fact, when I use the word *shall*, I intend to impose a fiduciary duty on my Attorney in Fact; when I use the word *may*, I intend that my Attorney in Fact is empowered to act with sole and absolute discretion unless otherwise stated in this document.

## Article Eight

### Declarations of the Principal

I understand that this power of attorney is an important legal document. Before executing this power of attorney, my attorney explained the following information to me.

The power of attorney provides my Attorney in Fact with broad powers to dispose of, sell, convey, and encumber my real and personal property.

The powers will exist for an indefinite period unless I revoke the power of attorney or I have limited their duration by specific provisions in the power of attorney.

This Durable Power of Attorney will continue to exist during my subsequent disability or incapacity.

I have the power to revoke or terminate this Durable Power of Attorney at any time.

Dated: \${formData.currentDate}

---

\${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName}, Principal



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

State of California

County of \_\_\_\_\_

On \${formData.currentDate} before me, \_\_\_\_\_ (here insert name and title of the officer), personally appeared \${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName}, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 \_\_\_\_\_

(Seal)

General Durable Power of Attorney of \${formData.client.firstName}  
\${formData.client.middleName} \${formData.client.lastName}

**General Durable Power of Attorney of**  
**\${formData.spouse.firstName} \${formData.spouse.middleName**  
**? formData.spouse.middleName + " " :**  
**""}\${formData.spouse.lastName}**

I, \${formData.spouse.firstName} \${formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""}\${formData.spouse.lastName} of North Hollywood,  
California, Social Security number \_\_\_\_\_, am creating a Durable Power of  
Attorney under the laws of the State of California. I revoke all Powers of Attorney previously  
granted by me as Principal and terminate all agency relationships created by me except:

powers granted by me under any Advance Health Care Directive;

powers granted by me on forms provided by financial institutions granting the right to  
write checks on, deposit funds to, and withdraw funds from accounts to which I am a  
signatory; and

powers granting access to a safe-deposit box.

MY ATTORNEY IN FACT MAY NOT EXERCISE THE AUTHORITY GRANTED UNDER  
THIS POWER OF ATTORNEY UNTIL THE EVENTS DESCRIBED IN ARTICLE TWO  
HAVE OCCURRED.

**Article One**  
**Appointment of Attorney in Fact**

**Section 1.01 Initial Attorney in Fact**

I appoint \${formData.durablePOA.spouse && formData.durablePOA.spouse[0] ?  
`\${formData.durablePOA.spouse[0].firstName} \${formData.durablePOA.spouse[0].lastName}` :  
""} to serve as my Attorney in Fact.

**Section 1.02 Successor Attorney in Fact**

If \${formData.durablePOA.spouse && formData.durablePOA.spouse[0] ?  
`\${formData.durablePOA.spouse[0].firstName} \${formData.durablePOA.spouse[0].lastName}` :  
""} fails to serve, I appoint \${formData.durablePOA.spouse && formData.durablePOA.spouse[1]  
? `\${formData.durablePOA.spouse[1].firstName} \${formData.durablePOA.spouse[1].lastName}`  
: ""} to serve as my successor Attorney in Fact.

General Durable Power of Attorney of \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}

### **Section 1.03 No Person under 21 Years of Age May Serve as Attorney in Fact**

No person named as my Attorney in Fact or successor Attorney in Fact may serve until that person has reached 21 years of age.

### **Section 1.04 Prior or Joint Attorney in Fact Unable to Act**

A successor Attorney in Fact or an Attorney in Fact serving jointly with another Attorney in Fact may establish that the acting Attorney in Fact or joint Attorney in Fact is no longer able to serve as Attorney in Fact by signing an affidavit that states that the Attorney in Fact is not available or is incapable of acting. The affidavit may be supported by a death certificate of the Attorney in Fact, a certificate showing that a guardian or conservator has been appointed for the Attorney in Fact, a physician's letter stating that the Attorney in Fact is incapable of managing his or her own affairs, or a letter from the Attorney in Fact stating his or her unwillingness to act or delegating his or her power to the successor Attorney in Fact.

## **Article Two**

### **Effectiveness of Appointment - Durability Provision**

#### **Section 2.01 Effectiveness**

The authority granted to my Attorney in Fact under this power of attorney will only become effective if I am incapacitated.

For all purposes of this power of attorney, I am incapacitated in any one of the following circumstances:

#### **(a) The Opinion of Two Licensed Physicians**

I am incapacitated whenever two licensed physicians provide written opinions that I cannot effectively manage my property or financial affairs due to age; illness; use of prescription medications, drugs or other substances; or any other cause.

I am restored to capacity whenever my personal or attending physician provides a written opinion that I can effectively manage my property and financial affairs.

I voluntarily waive any physician-patient privilege or psychiatrist-patient privilege that may exist in my favor and I authorize physicians and psychiatrists to examine me and disclose my physical or mental condition to my Attorney in Fact for purposes of this power of attorney.

#### **(b) Court Determination**

I am incapacitated if a court of competent jurisdiction declares me disabled, incompetent, or legally incapacitated.

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**(c) Detention, Disappearance or Absence**

I am incapacitated whenever I cannot effectively manage my property or financial affairs because I have disappeared for more than 30 days or whenever I am detained under duress.

My Attorney in Fact may establish that I have disappeared or that I am detained under duress by an affidavit. The affidavit must describe the circumstances of my disappearance, absence, or detention. Any third party dealing in good faith with my Attorney in Fact may rely upon the affidavit.

**Section 2.02 Durability**

The authority granted to my Attorney in Fact under this power of attorney will not be affected by my subsequent disability, incompetency, incapacity, or lapse of time.

If this power of attorney becomes operative because of my disability or incapacity and if the authority granted to my Attorney in Fact becomes effective because of my incapacity and I am restored to capacity as evidenced in the manner provided above, this power of attorney is not revoked but my Attorney in Fact's power is no longer effective. My Attorney in Fact's power will become effective again only upon my subsequent incapacity as provided above.

**Section 2.03 Term of Durable Power of Attorney**

This Durable Power of Attorney expires at the earliest of:

- my death (except for post-death matters allowed under California law); or
- my revocation of this power of attorney.

## **Article Three**

### **Powers Granted to My Attorney in Fact**

I grant my Attorney in Fact the powers described in this Article so that my Attorney in Fact may act on my behalf. In addition, my Attorney in Fact may do everything necessary to exercise the powers listed below.

**Section 3.01 Power to Fund**

My Attorney in Fact may transfer any of my assets or any interest I have in any property, tangible or intangible, real or personal, to the trustee of any revocable living trust created by me before or after the execution of this power of attorney, and including any trust that may extend beyond my incapacity or beyond my lifetime.

I grant my Attorney in Fact the following general powers for the specific purpose of transferring property to my trusts under this Section:

My Attorney in Fact may transfer any interest I have in real or personal property, tangible or intangible, to my trusts.

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My Attorney in Fact may assign any rights I have to receive income from any source to my trusts.

My Attorney in Fact may execute all legal instruments and other documents necessary or convenient to transfer property to my trusts.

My Attorney in Fact may terminate savings, checking, safekeeping, brokerage, investment advisory, and custodial accounts in my name (alone or jointly with others) at any bank, broker, or financial institution and transfer all or any part of my interest in the cash, stocks, bonds, and securities of the accounts to my trusts.

My Attorney in Fact may enter and remove my property from any safe-deposit box registered in my name (alone or jointly with others) and transfer the removed property to my trusts.

My Attorney in Fact may designate the trust as beneficiary to receive any property, benefit, or contract right on my death, or to change any existing designation to the trust as beneficiary.

### **Section 3.02 Power to Sell**

Unless specifically limited by the other provisions of this power of attorney, my Attorney in Fact may sell any interest I own in any kind of property, real or personal, tangible or intangible, including any contingent or expectant interest, any marital right, and any right of survivorship incident to joint tenancy or tenancy by the entirety. My Attorney in Fact may determine the terms of sale and may grant sales options.

My Attorney in Fact may dispose of sales proceeds on my behalf as my Attorney in Fact determines is appropriate.

### **Section 3.03 Power to Buy**

Unless specifically limited by the other provisions of this power of attorney, my Attorney in Fact may buy any kind of property. My Attorney in Fact may determine the terms for buying property and may obtain options to buy property. In addition, my Attorney in Fact may insure the purchased property, and otherwise arrange for its safekeeping.

I authorize my Attorney in Fact to borrow money for the purposes described in this Section and to secure the loan in any manner my Attorney in Fact determines is appropriate.

I authorize my Attorney in Fact to use my funds to repay any money borrowed by me or on my behalf and to pay for any purchases made or cash advanced using my credit cards.

### **Section 3.04 Power to Invest**

My Attorney in Fact may invest and reinvest all or any part of my property in any other property of whatever type: real or personal, tangible or intangible, and whether located inside or outside the geographic borders of the United States and its possession or territories. Unless specifically limited by the other provisions of this power of attorney, my Attorney in Fact may:

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invest in securities of all kinds, limited partnership interests, real estate or interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, or interests in trusts including investment trusts;

participate in common, collective, or pooled trust funds or annuity contracts;

sell or otherwise terminate any investment made by me or on my behalf, and establish and terminate savings and money market accounts at banks and other financial institutions;

establish and terminate accounts with securities brokers and use brokerage accounts to make short sales and to buy on margin, and pledge any securities held or purchased in brokerage accounts as security for loans and advances made to the account;

establish and terminate agency accounts with corporate fiduciaries; and

hire and fire financial and investment advisors.

### **Section 3.05 Power to Contract**

My Attorney in Fact may enter into contracts of any type and for any purpose. Unless specifically limited by the other provisions of this power of attorney and the law, my Attorney in Fact may modify and cancel any existing or any new contracts to which I am a party.

### **Section 3.06 Power to Manage Real Property**

My Attorney in Fact may manage any real property I now own or may acquire in the future including my personal residence. Unless specifically limited by the other provisions of this power of attorney, my Attorney in Fact may:

lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this power of attorney;

eject and remove tenants or other persons from property, and recover the property by all lawful means;

collect and sue for rents;

pay, compromise, or contest tax assessments and apply for tax assessment refunds;

subdivide, partition, develop, dedicate property to public use without consideration, or grant or release easements over my real property;

maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon, and alter all or any part of my real property;

employ laborers;

obtain or vacate plats and adjust boundaries;

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adjust differences in the property's value on exchange or partition by giving or receiving consideration;

release or partially release real property from a lien;

enter into any contracts, covenants, and warranty agreements regarding my real property that my Attorney in Fact considers appropriate; and

encumber property by mortgage or deed of trust.

I authorize my Attorney in Fact to accept real property as a gift or as security for a loan.

### **Section 3.07 Power to Manage Tangible Personal Property**

My Attorney in Fact may manage any tangible personal property I now own or may acquire in the future. Unless specifically limited by the other provisions of this power of attorney, my Attorney in Fact may:

lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this power of attorney;

recover my property by all lawful means;

collect and sue for rents;

pay, compromise, or contest tax assessments and apply for tax assessment refunds;

maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and

grant security interests in my property.

I authorize my Attorney in Fact to accept tangible personal property as a gift or as security for a loan.

### **Section 3.08 Power to Manage Digital Assets**

My Attorney in Fact may access, modify, control, archive, transfer, and delete my digital assets. Digital assets include my sent and received emails, email accounts, digital music, digital photographs, digital videos, gaming accounts, software licenses, social-network accounts, file-sharing accounts, financial accounts, domain registrations, Domain Name System (DNS) service accounts, blogs, listservs, web-hosting accounts, tax-preparation service accounts, online stores and auction sites, online accounts, and any similar digital asset that currently exists or may be developed as technology advances.

My digital assets may be stored in the cloud or on my own digital devices. My Attorney in Fact may access, use, and control my digital devices in order to access, modify, control, archive, transfer, and delete my digital assets—this power is essential for access to my digital assets that are only accessible through my digital devices. Digital devices include desktops, laptops, tablets,

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peripherals, storage devices, mobile telephones, smartphones, and any similar hardware that currently exists or may be developed as technology advances.

### **Section 3.09 Power to Operate Businesses**

My Attorney in Fact may continue operating and managing any business in which I now or later own an interest for the period of time and in any manner my Attorney in Fact considers appropriate.

Unless specifically limited by the other provisions of this power of attorney, my Attorney in Fact may:

- act as a director, general or limited partner, or associate or officer of the business;
- select and vote for directors, partners, associates, and officers of the business and enter into owners' agreements with other owners of any business in which I have an interest;
- execute agreements and amendments to agreements necessary to the operation of the business including stockholder agreements, partnership agreements, buy-sell agreements, and operating agreements for limited liability companies;
- hire and fire employees;
- pay employees' salaries and provide for employee benefits;
- employ legal, accounting, financial, and other consultants;
- continue, modify, terminate, renegotiate, and extend any contracts with any person, firm, association, or corporation;
- execute business tax returns and other government forms required for my business;
- pay all business-related expenses;
- transact business for me in my name and on my behalf;
- contribute additional capital to the business from my funds;
- change the name or the form of the business;
- incorporate the business;
- enter into a partnership agreement with other persons;
- join in a plan to reorganize or consolidate my business, or merge my business with any other business;
- establish the value of the business under buy-out or buy-sell agreements to which I am a party;
- create, continue, or terminate retirement plans for my business's employees and make contributions required by those plans;

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advance money or other property to the business and make loans of cash or securities to the business as my Attorney in Fact considers appropriate; and

borrow for the business and secure any loans with business assets or my personal assets.

My Attorney in Fact may sell, liquidate, or close a business upon terms my Attorney in Fact considers appropriate, including a sale in exchange for cash, a private annuity, and an installment note or any combination of those arrangements.

### **Section 3.10 Power to Manage Partnership and Limited Liability Company Interests**

My Attorney in Fact may manage any general, limited, or special partnership interest or any limited liability company interest I own now or in the future. Unless specifically limited by the other provisions of this power of attorney, my Attorney in Fact may:

exercise any right, power, privilege, or option I may have or may claim under any contract with the partnership or limited liability company;

modify or terminate my interest on terms and conditions my Attorney in Fact considers appropriate;

enforce the terms of the partnership agreement or limited liability company operating agreement for my protection by instituting or maintaining any action, proceeding, or otherwise as my Attorney in Fact considers appropriate; and

defend, arbitrate, settle, or compromise any action or other legal proceeding to which I am a party because of my membership in the partnership or limited liability company.

### **Section 3.11 Power Regarding Securities**

My Attorney in Fact may exercise all rights regarding securities that I own now or in the future. Specifically, my Attorney in Fact may buy, sell, and exchange all types of securities and financial instruments including stocks, bonds, mutual funds, and commodity futures contracts and call and put options on stocks and stock indexes.

My Attorney in Fact may also:

receive certificates and other evidences of ownership with regard to securities;

hold securities in bearer or uncertified form and use a central depository, clearing agency, or book-entry system such as The Depository Trust Company, Euroclear, or the Federal Reserve Bank of New York;

place all or any part of my securities in the custody of a bank or trust company or in the name of its nominee;

employ a broker-dealer as custodian for my securities and register the securities in the name of the broker-dealer or its nominee;

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exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote;

participate in any reorganization, recapitalization, merger, or similar transaction; and

exercise any subscription rights, option rights (whether or not qualified under the Internal Revenue Code), or other rights to which I am entitled now or in the future, or to sell and dispose of these rights, and, if required, to sign my name to rights, warrants, or other similar instruments.

### **Section 3.12 Power to Collect and Settle My Obligations**

My Attorney in Fact may collect all rights and benefits to which I am entitled now or in the future, including rights to cash payments, property, debts, accounts, legacies, bequests, devises, dividends, and annuities. In collecting my obligations, my Attorney in Fact may demand, sue for, arbitrate, settle, compromise, receive, deposit, expend for my benefit, reinvest, or otherwise dispose of these matters as my Attorney in Fact determines appropriate.

My Attorney in Fact may use all lawful means and methods to recover these assets and rights, to qualify me for benefits and claim benefits on my behalf, and to compromise claims and grant discharges regarding the matters described in this Section. My Attorney in Fact may convert my assets into assets that do not disqualify me from receiving benefits, or my Attorney in Fact may divest my assets altogether. In any divestment action or asset conversion, I direct my Attorney in Fact to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

### **Section 3.13 Power Regarding Governmental Benefits**

All powers described in this Section are exercisable with respect to all federal and state (or any subdivision thereof) programs existing when this power of attorney was executed or for which I become eligible after this power of attorney is executed. The power of attorney shall extend to any state in which I live when my Attorney in Fact's powers become effective.

I appoint my Attorney in Fact as my *Representative Payee* for the purposes of receiving Social Security benefits. My Attorney in Fact may collect all benefits payable to or for my benefit by any governmental agency or body, such as Supplemental Security Income (SSI), Medicaid, Medicare, and Social Security Disability Insurance (SSDI). My Attorney in Fact shall have the full power to represent me and deal in all ways necessary concerning rights or benefits payable to me by any governmental agency including Supplemental Security Income (SSI), Medi-Cal, and Social Security Disability Insurance (SSDI).

My Attorney in Fact may:

gift or otherwise spend down my estate for Medicaid eligibility and planning;

execute vouchers in my name for allowances and reimbursements payable to me by the United States, a foreign government, a state, or a subdivision of a state to me, including allowances and reimbursements for my transportation, children's, and other individual's

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customarily or legally entitled to be supported by me, and for shipping their household effects;

take possession, remove, and ship any of my property from a post, warehouse, depot, dock, or other place of storage, whether governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose;

prepare, file, and prosecute my claims for benefits or assistances, financial or otherwise, for any claim to which I am entitled under a statute or government regulation;

prosecute, defend, arbitrate, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive;

receive the financial proceeds of any type of claim described in this Section and invest, disburse, or use the proceeds on my behalf for any lawful purpose;

sign on my behalf any document necessary to permit my return to my residence following my incapacity or other condition that prevents me from currently living there;

execute any trust agreement described in 42 U.S.C. § 1396p (d)(4) with any trustee or trustees that my Attorney in Fact selects. In addition, my Attorney in Fact may deliver and convey any or all of my assets to the trustee or trustees of the trust as well as designate the trust as payee of any income to which I may be entitled.

### **Section 3.14 Power Regarding My Retirement Plans and Other Employee Benefits**

My Attorney in Fact may exercise all rights and collect all qualified retirement benefits to which I am entitled now or in the future. Specifically, my Attorney in Fact may:

establish, using any of my assets, one or more qualified retirement plans in my name;

make or cause contributions to be made, including rollover contributions and conversion contributions, to any qualified retirement plan my Attorney in Fact considers appropriate using my assets;

receive and endorse checks and other distributions to me from any qualified retirement plans, or arrange for the direct deposit of those checks or distributions in any of my accounts;

elect any form of payment from my qualified retirement plans and to withdraw benefits on my behalf from the IRAs and retirement plans;

make, exercise, waive, or consent to any and all elections and options that I may have regarding contributions to qualified retirement plans, investments, and administration of the retirement plans, and distribution or other forms of qualified retirement benefits available to me;

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convert all or a portion of a qualified retirement plan to a Roth IRA under Internal Revenue Code Section 408A (or other similar qualified retirement plan);

with respect to any contribution to an IRA or Roth IRA, recharacterize all or any part of the contribution so that the contribution or any part of the contribution is treated as made to the other type of IRA; and

borrow money, purchase assets from any of my qualified retirement plans, and sell assets to any of my qualified retirement plans if the plan authorizes these actions.

My Attorney in Fact may make primary and contingent beneficiary designations, whether revocable or irrevocable, change primary and contingent revocable beneficiary designations, and consent or waive consent in connection with the designation of primary and contingent beneficiaries and the selection of joint and survivor annuities under any employee benefit plan. But my Attorney in Fact may not directly or indirectly designate a greater share or portion of any benefit to my Attorney in Fact than my Attorney in Fact would have otherwise received unless all other beneficiaries under the qualified retirement plan consent to the change in beneficiary designation.

For all purposes of this Section, *qualified retirement plan* means a plan qualified under Internal Revenue Code Section 401, an individual retirement arrangement under Section 408 or Section 408A, or a tax-sheltered annuity under Section 403. The term *qualified retirement benefits* means the amounts held in or distributed pursuant to a plan qualified under Section 401, an individual retirement arrangement under Section 408 or Section 408A, a tax-sheltered annuity under Section 403, or any other benefit subject to the distribution rules of Section 401(a)(9).

### **Section 3.15 Power Regarding Bank Accounts**

My Attorney in Fact may establish bank accounts of any type in one or more bank institutions that my Attorney in Fact may choose. My Attorney in Fact may modify, terminate, make deposits to, write checks on, make withdrawals from, and grant security interests in any account in my name or to which I am an authorized signatory, except accounts held by me in a fiduciary capacity. This authority may be exercised whether the account was established by me or for me by my Attorney in Fact. My Attorney in Fact is authorized to negotiate, endorse, or transfer any check or other instrument with respect to any account; to contract for any services rendered by any bank or financial institution; and to execute, on my behalf as principal, any agency or power of attorney forms furnished by a bank with respect to accounts with the bank that appoints the bank or any person as my agent.

If more than one Attorney in Fact is serving concurrently under this power of attorney, the signature of any one of them is sufficient to endorse checks or drafts and to draw checks or drafts on my financial accounts.

### **Section 3.16 Power Regarding Safe-Deposit Boxes**

My Attorney in Fact may contract with any institution to rent a safe-deposit box in my name. My Attorney in Fact may have access to any safe-deposit box in my name or for which I am an

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authorized signer. This Section will apply whether the contract for the safe-deposit box was executed by me alone, jointly with others, or by my Attorney in Fact in my name. My Attorney in Fact may also add contents to or remove contents from a safe-deposit box, or terminate any rental contract for a safe-deposit box.

### **Section 3.17 Power to Prosecute and Defend Legal Actions**

My Attorney in Fact may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any legal, equitable, judicial, or administrative hearings, actions, suits, or proceedings involving me in any way. This authority includes claims by or against me arising out of property damage or personal injury suffered by me, or caused by me or under circumstances such that the resulting loss may be imposed on me. My Attorney in Fact may otherwise engage in litigation involving me, my property, or my legal interests, including any property, interest, or person I am or may be responsible for.

### **Section 3.18 Power to Loan and Borrow**

My Attorney in Fact may make secured or unsecured loans to any person, entity, trust, or estate on my behalf, for any term or payable on demand, with or without interest. My Attorney in Fact may enter into or modify the terms of any mortgage, deed of trust, or security agreement made in connection with any loan and may release or foreclose on the mortgage, deed of trust, or security.

My Attorney in Fact may borrow money on my behalf at interest rates and on other terms that my Attorney in Fact considers advisable from any person, institution, or other source. If my then-acting Attorney in Fact is a corporate fiduciary, this includes loans from its own banking or commercial lending department.

My Attorney in Fact may encumber my property by mortgages, pledges, and other hypothecation and has the power to enter into any mortgage or deed of trust even though the term of the mortgage or deed of trust may extend beyond the effective term of this power of attorney.

My Attorney in Fact may borrow money for any purpose on any life insurance policy owned by me on my life even though the term of the loan may extend beyond the effective term of this power of attorney. My Attorney in Fact may grant a security interest in the policy to secure the loan. In this regard, my Attorney in Fact may assign and deliver the policy as security. No insurance company will be under any obligation to determine the loan's necessity or how my Attorney in Fact applies the loan proceeds.

### **Section 3.19 Power to Renounce or Resign from Fiduciary Positions**

My Attorney in Fact may resign or renounce any fiduciary position I hold now or in the future including personal representative, trustee, guardian, attorney in fact, and officer or director of a corporation, as well as any governmental or political office or position. In so doing, my Attorney in Fact may file an accounting with the appropriate court of competent jurisdiction or settle based on a receipt, release, or other appropriate method.

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### **Section 3.20 Power to Disclaim or Release Property Interests**

My Attorney in Fact may renounce and disclaim any property or property interest or power to which I may become entitled by gift, testate succession, or intestate succession. My Attorney in Fact may release or abandon any property interest or power that I may own or hold, now or in the future. This includes any interest in, or right over, a trust, including the right to alter, amend, revoke, or terminate the trust. My Attorney in Fact may claim an elective share in any estate or under any Will. But my Attorney in Fact may not make any disclaimer that is expressly prohibited by the law or other provisions of this power of attorney.

### **Section 3.21 Power Regarding Insurance**

My Attorney in Fact may purchase, maintain, surrender, or collect:

- all kinds of life insurance or annuities on my life or the life of any one in whom I have an insurable interest;

- liability insurance protecting my estate and me against third party claims;

- hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or my dependents; and

- casualty insurance insuring my assets against loss or damage due to fire, theft, or other commonly insured risk.

My Attorney in Fact may pay all insurance premiums, select any options under the policies, increase coverage under any policy, borrow against any policy, pursue all insurance claims on my behalf, and adjust insurance losses. This authority applies to both private and public plans, including Medicare, Medicaid, Supplemental Security Income and Workers' Compensation.

### **Section 3.22 Power to Deal with My Spouse**

If I am married, my Attorney in Fact may deal with my spouse on my behalf. In dealing with my spouse, my Attorney in Fact may partition, transfer, and exchange any of my marital property estate, whether separate or community property between my spouse and me. My Attorney in Fact may enter into and execute on my behalf marital property agreements, partition and exchange agreements, or community property agreements. My Attorney in Fact may enforce, amend, or revoke any marital property agreement between my spouse and me but only with respect to rights in and obligations with respect to property owned by my spouse, by me, or by both of us and with respect to reclassification of management and control over our property.

## **Article Four**

### **Care and Control of Principal**

My Attorney in Fact may exercise the following powers and pay the associated costs from my assets with respect to the control and management of my person.

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#### **Section 4.01 Power to Provide for My Support**

My Attorney in Fact may do anything reasonably necessary to maintain my customary standard of living, including:

maintain my residence by paying all operating costs, including interest on mortgages or deeds of trust, amortization payments, repairs, and taxes, as well as purchasing, leasing, or making other arrangements for a different residence;

provide normal domestic help;

provide clothing, transportation, medicine, food, and incidentals; and

make all necessary arrangements, contractual or otherwise, for my care at any hospital, hospice, nursing home, convalescent home or similar establishment, or in my own residence should I desire it, and assure that all of my essential needs are met wherever I may be.

#### **Section 4.02 Power to Provide for Support of Dependents**

My Attorney in Fact may make payments for the health, education, maintenance, or support of my husband and those my Attorney in Fact determines to be dependent on me for support.

#### **Section 4.03 Power to Protect or Dispose of Property**

If my Attorney in Fact determines that I will never be able to return to my residence from a hospital, hospice, nursing home, convalescent home, or similar facility, my Attorney in Fact may dispose of my residence. In so doing, my Attorney in Fact may sell, lease, sublease, or assign my interest.

My Attorney in Fact may store any items of tangible personal property remaining in my residence and pay all storage costs. Alternatively, my Attorney in Fact may sell any items that my Attorney in Fact believes I will never need again on terms and conditions that my Attorney in Fact considers appropriate.

As an alternative to storage, my Attorney in Fact may transfer custody and possession but not title of any property item to the person designated to receive that property item on my death in my Will or my Revocable Living Trust.

#### **Section 4.04 Power to Provide for My Recreation and Travel**

My Attorney in Fact may allow me to engage in recreation, sport, and travel activities as my health permits and at my expense.

#### **Section 4.05 Power to Provide for Religious and Spiritual Needs**

My Attorney in Fact may provide for my religious and spiritual needs, including involvement of religious clergy and spiritual leaders in my care as well as my membership in religious and spiritual organizations consistent with my religious beliefs. My Attorney in Fact may purchase religious books, tapes, and other materials for my use and benefit.

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#### **Section 4.06 Power to Provide for Companionship**

My Attorney in Fact may arrange any form of companionship for me necessary to meet my needs if I am unable to make my own arrangements.

#### **Section 4.07 Power to Make Advance Funeral Arrangements**

My Attorney in Fact may make advance arrangements for my funeral and burial, including a burial plot, marker, and any other related arrangements.

### **Article Five Incidental Powers**

My Attorney in Fact may perform these acts and execute and deliver the legal documents necessary or appropriate to exercise the powers set forth in this power of attorney, including the following incidental powers.

#### **Section 5.01 Power to Commence Court Proceedings**

My Attorney in Fact may commence any court proceedings necessary to protect my legal rights and interests under this power of attorney including:

actions for declaratory judgments from any court of competent jurisdiction interpreting the validity of this power of attorney and any of the acts sanctioned by this power of attorney but my Attorney in Fact need not seek a declaratory judgment to perform any act sanctioned by this power of attorney;

actions for mandatory injunctions requiring any person or entity to comply with my Attorney in Fact's directions authorized by this power of attorney; and

actions for actual and punitive damages and the recoverable costs and expenses of the litigation against any person or entity who negligently or willfully fails or refuses to follow my Attorney in Fact's directions authorized by this power of attorney.

#### **Section 5.02 Power to Employ and Discharge Personnel**

My Attorney in Fact may employ and remove investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, expert advisors, agents, and employees to advise or assist my Attorney in Fact.

#### **Section 5.03 Power to Sign Documents**

My Attorney in Fact may sign, execute, endorse, seal, acknowledge, deliver, and file or record all appropriate legal documents necessary to exercise the powers granted under this power of attorney.

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#### **Section 5.04 Power to Submit Costs for Payment**

If my Attorney in Fact incurs costs in performing any powers granted under this power of attorney or in enforcing compliance with the powers given to my Attorney in Fact under this power of attorney, my Attorney in Fact may submit those costs to any person who has the authority to pay those costs such as the trustee of my Revocable Living Trust, my guardian, or my conservator. My trustee, conservator, or guardian shall promptly pay those costs.

#### **Section 5.05 Power Regarding My Mail**

My Attorney in Fact may open, read, respond to, and redirect my mail. My Attorney in Fact may represent me before the US Postal Service and all other mail or package carriers in any matter relating to mail or delivery services including the receipt of certified mail.

#### **Section 5.06 Power Regarding Memberships**

My Attorney in Fact may establish, cancel, continue, or initiate my membership in organizations and associations of all kinds.

#### **Section 5.07 Power Regarding Custody of Documents**

My Attorney in Fact may take, give, or deny custody of my important documents, including my Will and any codicils, trust agreements, deeds, leases, life insurance policies, contracts, or securities. My Attorney in Fact may disclose or not disclose the whereabouts or contents of those documents.

#### **Section 5.08 Power to Care for My Pets**

My Attorney in Fact may provide for the housing, support, and maintenance of my pet animals. My Attorney in Fact may contract for and pay the expenses of their proper veterinary care and treatment. But if my Attorney in Fact decides that the care and maintenance of my pet animals is unreasonably expensive or burdensome, my Attorney in Fact may give the pet animals to persons willing to care for them.

## **Article Six**

### **Limitation on Powers**

No individual serving as my Attorney in Fact may exercise any fiduciary power or discretion if the exercise of that power or discretion would:

cause any income generated by my property to be attributed to my Attorney in Fact for federal income tax purposes;

cause the value of any property subject to this power of attorney to be included in my Attorney in Fact's gross estate for federal estate tax purposes;

General Durable Power of Attorney of \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}

cause any distribution made or allowed to be made by my Attorney in Fact to be treated as a gift from my Attorney in Fact; or

discharge a legal obligation of my Attorney in Fact.

If the exercise of a power by my Attorney in Fact under this power of attorney would cause any of the foregoing results, a Special Attorney in Fact appointed under the provisions of Section 7.02 may exercise the power or discretion.

If it becomes necessary for my Attorney in Fact to liquidate or reinvest any of my assets to provide support for me, I direct that my Attorney in Fact, to the extent that it is reasonably possible, avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

If it is necessary to disrupt the dispositive provisions of my estate plan, my Attorney in Fact will use his or her best efforts to restore my plan as soon as possible. My Attorney in Fact will make reasonable efforts to obtain and review my estate plan. I authorize any person with knowledge of my estate plan or possession of my estate planning documents to disclose information to my Attorney in Fact and to provide copies of documents to my Attorney in Fact.

## **Article Seven**

### **Administrative Powers and Provisions**

This Article contains certain administrative powers and provisions that facilitate the use of the power of attorney and that protect my Attorney in Fact and those who rely upon my Attorney in Fact.

#### **Section 7.01 Release of Information**

My Attorney in Fact may release and obtain any information regarding my financial investments and taxes, including any information regarding stocks, bonds, certificates of deposit, bank accounts, tax returns, retirement accounts, pension plans, and any other documents or information regarding my financial affairs and taxes. This information may be obtained from my attorneys at law, financial advisors, insurance professionals, accountants, stockbrokers, stock transfer agents, and any other persons having such information.

I release these persons or entities from any liability for releasing the above-referenced information to my Attorney in Fact in reliance on this Section.

If my Attorney in Fact is an attorney at law or other accounting or financial professional, the professional regulations of my Attorney in Fact's profession and federal law may prohibit my Attorney in Fact from releasing information about my financial affairs to others if I am a client of my Attorney in Fact. This instrument, therefore, is a limited waiver of any privilege (such as the attorney-client privilege) that I have established with any Attorney in Fact as a client for the sole

General Durable Power of Attorney of \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""} \${formData.spouse.lastName}

purpose of permitting my Attorney in Fact to perform his or her duties under this power of attorney.

### **Section 7.02    Nomination of Conservator of My Person and My Estate**

If appointment proceedings are ever initiated for Conservator of my person and my estate, I concurrently nominate the person then serving or named to serve as my Attorney in Fact under this power of attorney.

### **Section 7.03    Appointment of a Special or Ancillary Attorney in Fact**

If any Attorney in Fact is unwilling or unable to act with respect to any property or any provision of this power of attorney, my Attorney in Fact shall appoint, in writing, a corporate fiduciary or an individual to serve as Special Attorney in Fact as to the property or with respect to the provision. The Special Attorney in Fact appointed must be an individual that is not related or subordinate to me or any beneficiary within the meaning of Internal Revenue Code Section 672(c). My Attorney in Fact may revoke this appointment at will.

If my Attorney in Fact determines that it is necessary or desirable to appoint an Ancillary Attorney in Fact to act under this power of attorney in a jurisdiction other than this one, my Attorney in Fact may do so. In making an appointment, my Attorney in Fact may sign, execute, deliver, acknowledge, and make declarations in any documents that may be necessary, desirable, convenient, or proper in order to carry out the appointment.

A Special or Ancillary Attorney in Fact may exercise all powers granted by this power of attorney unless expressly limited elsewhere in this power of attorney or by the instrument appointing the Special or Ancillary Attorney in Fact. A Special or Ancillary Attorney in Fact may resign at any time by delivering written notice of resignation to my Attorney in Fact. Notice of resignation will be effective under the terms of the notice.

### **Section 7.04    Attorney in Fact Authorized to Employ My Attorney**

My Attorney in Fact may employ the attorney who prepared this power of attorney or any other attorney employed by me in connection with my estate plan or business matters and I specifically:

waive any conflicts of interest that might arise through this employment;

authorize the attorney to make full disclosure of my estate plan and business to the Attorney in Fact; and

authorize the attorney to accept the engagement.

### **Section 7.05    Fiduciary Eligibility of Attorney in Fact**

My Attorney in Fact is eligible to serve in any other fiduciary capacity for me or for my benefit, including trustee, guardian, conservator, committee, executor, administrator, or personal representative.

General Durable Power of Attorney of \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}

### **Section 7.06 Reimbursement for Expenses and Compensation**

My Attorney in Fact may pay himself or herself, from my assets, fair and reasonable compensation authorized by law for services performed under this power of attorney and, in addition, my Attorney in Fact may reimburse himself or herself for all reasonable expenses incurred for carrying out any provision of this power of attorney.

### **Section 7.07 Liability of Attorney in Fact**

I release and discharge any Attorney in Fact acting in good faith from any civil liability and from all claims or demands of all kinds whatsoever by me, my estate, and my heirs, successors, and assigns arising out of the acts, forbearances, or omissions of my Attorney in Fact, except for willful misconduct or gross negligence. This protection extends to my Attorney in Fact's estate, heirs, successors, and assigns.

### **Section 7.08 Amendment and Revocation**

I may amend or revoke this power of attorney at any time. Amendments to this document must be made in writing by me personally (not by my Attorney in Fact) and must be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

The written notice of revocation or amendment to my Attorney in Fact must be:

personally delivered and receipt of delivery received;

mailed postage prepaid by certified mail, return receipt requested, to the last known address of my Attorney in Fact; or

sent by express mail or commercial expedited delivery providing a receipt for such delivery.

### **Section 7.09 Resignation**

My Attorney in Fact may resign by executing a written resignation delivered to me or, if I am mentally disabled, by delivery to any person with whom I am residing or who has my care and custody.

### **Section 7.10 Signature of Attorney in Fact**

I suggest my Attorney in Fact use the following form when signing documents on my behalf pursuant to this power:

```
{formData.spouse.firstName} {formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""} {formData.spouse.lastName} by  
{formData.durablePOA.spouse && formData.durablePOA.spouse[0] ?  
'{formData.durablePOA.spouse[0].firstName}  
{formData.durablePOA.spouse[0].lastName}' : ""}, {formData.durablePOA.spouse &&  
formData.durablePOA.spouse[0] && formData.durablePOA.spouse[0].sex === 'male' ?  
'his' : 'her'} Attorney in Fact.
```

```
General Durable Power of Attorney of {formData.spouse.firstName}  
{formData.spouse.middleName ? formData.spouse.middleName + " " :  
""} {formData.spouse.lastName}
```

### **Section 7.11 Interpretation**

This power of attorney is a general power of attorney and should be interpreted as granting my Attorney in Fact all general powers permitted under the laws of State of California. The description of specific powers is not intended to limit or restrict any of the general powers granted to my Attorney in Fact.

### **Section 7.12 Use of "Attorney in Fact" Nomenclature**

The word *Attorney in Fact* and any modifying or equivalent word or substituted pronoun includes the singular and the plural cases, as well as the masculine, feminine, and neuter genders.

### **Section 7.13 Third Party Reliance**

No person who relies in good faith on the authority of my Attorney in Fact under this power of attorney will incur any liability to my estate; my heirs, successors, and assigns; or to me.

Any party dealing with my Attorney in Fact may conclusively rely upon an affidavit or certificate of my Attorney in Fact that:

the authority granted to my Attorney in Fact under this power of attorney is in effect;

my Attorney in Fact's actions are within the scope of my Attorney in Fact's authority under this power of attorney;

I was competent when I executed this power of attorney;

I have not revoked this power of attorney; and

my Attorney in Fact is currently serving as my Attorney in Fact.

### **Section 7.14 Effect of Duplicate Originals or Copies**

If this power of attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Attorney in Fact may make photocopies (photocopies includes facsimiles and digital or other reproductions, referred to collectively as *photocopy*) of this power of attorney and each photocopy will have the same force and effect as the original.

### **Section 7.15 Governing Law**

This power of attorney's validity and interpretation will be governed by the laws of the State of California. To the extent permitted by law, this power of attorney is applicable to all my property, whether real, personal, intangible, or mixed; wherever located; and whether or not I now or in the future own the property.

### **Section 7.16 Severability**

If any provision of this power of attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.

General Durable Power of Attorney of \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}

### **Section 7.17    Shall and May**

Unless otherwise specifically provided in this document or by the context in which used, I use the word *shall* in this document to impose a duty, command, direct, or require, and the word *may* to allow or permit, but not require. In the context of my Attorney in Fact, when I use the word *shall*, I intend to impose a fiduciary duty on my Attorney in Fact; when I use the word *may*, I intend that my Attorney in Fact is empowered to act with sole and absolute discretion unless otherwise stated in this document.

General Durable Power of Attorney of \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}

## Article Eight

### Declarations of the Principal

I understand that this power of attorney is an important legal document. Before executing this power of attorney, my attorney explained the following information to me.

The power of attorney provides my Attorney in Fact with broad powers to dispose of, sell, convey, and encumber my real and personal property.

The powers will exist for an indefinite period unless I revoke the power of attorney or I have limited their duration by specific provisions in the power of attorney.

This Durable Power of Attorney will continue to exist during my subsequent disability or incapacity.

I have the power to revoke or terminate this Durable Power of Attorney at any time.

Dated: \${formData.currentDate}

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\${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}, Principal

General Durable Power of Attorney of \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}

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

State of California

County of \_\_\_\_\_

On \${formData.currentDate} before me, \_\_\_\_\_ (here insert name and title of the officer), personally appeared \${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName + " " : ""} \${formData.spouse.lastName}, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 \_\_\_\_\_

(Seal)

General Durable Power of Attorney of \${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName + " " : ""} \${formData.spouse.lastName}



## CERTIFICATE OF TRUST

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When you transact business on behalf of your Revocable Living Trust, you will sometimes be asked to produce a copy of your Revocable Living Trust document. Financial institutions and others who deal with you will want proof that your Revocable Living Trust exists, that they are dealing with the true Trustee, and that your Revocable Living Trust gives your Trustee the power to do what your Trustee proposes to do.

If your Revocable Living Trust includes personal or financial information that you want to keep private, most financial institutions will allow you to substitute a Certificate of Trust. The Certificate of Trust may include copies of key pages of your Revocable Living Trust as attachments. Normally, these pages will confirm:

- the identity of the current and successor Trustees of your Revocable Living Trust;
- the authority and powers that the Revocable Living Trust grants to the Trustees; and
- the signatures required by the Revocable Living Trust.

**Certification of Trust for The \${formData.client.firstName}  
\${formData.client.middleName} \${formData.client.lastName}  
and \${formData.spouse.firstName}  
\${formData.spouse.middleName ?  
formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName} Living Trust dated  
\${formData.currentDate}**

The \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName} and \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName} Living Trust (the Trust) was established on  
\${formData.currentDate}. The Grantors of the Trust are \${formData.client.firstName}  
\${formData.client.middleName} \${formData.client.lastName} and  
\${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName  
+ " " : ""}\${formData.spouse.lastName}. The Trustees are \${formData.client.firstName}  
\${formData.client.middleName} \${formData.client.lastName} and  
\${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName  
+ " " : ""}\${formData.spouse.lastName} (referred to collectively as the Trustee).

This Trust is revocable and amendable by \${formData.client.firstName}  
\${formData.client.middleName} \${formData.client.lastName} and  
\${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName  
+ " " : ""}\${formData.spouse.lastName}, acting jointly

The address of \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName}, Trustee, is \${formData.client.address} , North Hollywood,  
California 91605.

The address of \${formData.spouse.firstName} \${formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""}\${formData.spouse.lastName}, Trustee, is  
\${formData.client.address} , North Hollywood, California 91605.

The tax identification number of the Trust is the Social Security number of either Grantor.

Title to assets in the Trust will be taken as follows:

\${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName} and \${formData.spouse.firstName}

Certification of Trust for The \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName} and \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName} Living Trust

`\${formData.spouse.middleName ? formData.spouse.middleName + " " : ""}\${formData.spouse.lastName}, Trustees, or their successors in interest, of The  
`\${formData.client.firstName} \${formData.client.middleName}  
`\${formData.client.lastName} and `\${formData.spouse.firstName}  
`\${formData.spouse.middleName ? formData.spouse.middleName + " " : ""}\${formData.spouse.lastName} Living Trust dated `\${formData.currentDate}, and any  
amendments thereto.

In addition, for titling purposes, any description referring to the Trust is effective if it includes the name of the Trust, the name of at least one initial or successor Trustee, and any reference indicating that property is being held by my Trustee in a fiduciary capacity.

The Trustee under the trust is authorized to acquire, sell, convey, encumber, lease, borrow, manage, and otherwise deal with interests in real and personal property in trust name.

The `\${formData.client.firstName} \${formData.client.middleName}  
`\${formData.client.lastName} and `\${formData.spouse.firstName}  
`\${formData.spouse.middleName ? formData.spouse.middleName + " " : ""}\${formData.spouse.lastName} Living Trust has not been revoked, modified, or amended in  
any way that would cause the representations in this Certification of Trust to be incorrect.

By signing below, we each declare under penalty of perjury under the laws of the State of California that the foregoing declarations are true.

## RELIANCE ON THIS CERTIFICATION

This certification is made under California Probate Code Section 18100.5 and California Commercial Code Section 8402(a)(2)-(5) and is signed by all the currently acting Trustees. Any transaction entered into by a person acting in reliance on this certification is enforceable against the trust assets.

**PROBATE CODE SECTION 18100.5(H) PROVIDES THAT ANY PERSON WHO REFUSES TO ACCEPT THIS CERTIFICATION IN LIEU OF THE ORIGINAL TRUST DOCUMENT WILL BE LIABLE FOR DAMAGES, INCLUDING ATTORNEYS' FEES, INCURRED AS A RESULT OF THAT REFUSAL, IF THE COURT DETERMINES THAT THE PERSON ACTED IN BAD FAITH IN REQUESTING THE TRUST DOCUMENT.**

Dated: `\${formData.currentDate}

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Certification of Trust for The `\${formData.client.firstName} \${formData.client.middleName}  
`\${formData.client.lastName} and `\${formData.spouse.firstName}  
`\${formData.spouse.middleName ? formData.spouse.middleName + " " : ""}\${formData.spouse.lastName} Living Trust

\${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName}, Trustee

Dated: \${formData.currentDate}

---

                                  \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}, Trustee

Certification of Trust for The \${formData.client.firstName} \${formData.client.middleName}  
                                  \${formData.client.lastName} and \${formData.spouse.firstName}  
                                  \${formData.spouse.middleName ? formData.spouse.middleName + " " :  
                                  ""}\${formData.spouse.lastName} Living Trust

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

State of California

County of \_\_\_\_\_

On \${formData.currentDate} before me, \_\_\_\_\_ (here insert name and title of the officer), personally appeared \${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName} and \${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName + " " : ""} \${formData.spouse.lastName}, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 \_\_\_\_\_ (Seal)

Certification of Trust for The \${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName} and \${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName + " " : ""} \${formData.spouse.lastName} Living Trust

## Trustee Affidavit

{{formData.client.firstName}} {{formData.client.middleName}} {{formData.client.lastName}} and {{formData.spouse.firstName}} {{formData.spouse.middleName ? formData.spouse.middleName + " " : ""}} {{formData.spouse.lastName}} being first duly sworn upon oath, depose and say:

1. Affiant is the Trustee of the Revocable Living Trust named below and as such has the authority to execute this Trustee Affidavit.
2. This Trustee Affidavit relates to The {{formData.client.firstName}} {{formData.client.middleName}} {{formData.client.lastName}} and {{formData.spouse.firstName}} {{formData.spouse.middleName ? formData.spouse.middleName + " " : ""}} {{formData.spouse.lastName}} Living Trust, dated {{formData.currentDate}}.
3. The names of the currently serving Trustees of the above-described trust are {{formData.client.firstName}} {{formData.client.middleName}} {{formData.client.lastName}} and {{formData.spouse.firstName}} {{formData.spouse.middleName ? formData.spouse.middleName + " " : ""}} {{formData.spouse.lastName}}.
4. Selected provisions of the trust, including the pages naming the initial Trustee, creating the trust, stating the relevant trustee powers, stating the revocability of the trust, designating successor Trustees, as well as a copy of the signature pages, may be attached to this Trustee Affidavit or are available upon request.
5. Under the terms of the trust, any person may rely upon this Trustee Affidavit as evidence of the existence of the trust and is relieved of any obligation to verify that any transaction entered into by a Trustee or successor Trustee is consistent with the terms and conditions of the trust.
6. The other provisions of the trust are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustee.
7. The trust has not been revoked.

Trustee Affidavit for The {{formData.client.firstName}} {{formData.client.middleName}}  
{{formData.client.lastName}} and {{formData.spouse.firstName}}  
{{formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}} {{formData.spouse.lastName}} Living Trust

Dated: \${formData.currentDate}

\_\_\_\_\_  
\${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName}, Trustee

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

State of California

County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this day \${formData.currentDate}, by  
\${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName},  
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

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 \_\_\_\_\_

(Seal)

Trustee Affidavit for The \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName} and \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName} Living Trust

Dated: \${formData.currentDate}

\_\_\_\_\_  
\${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}, Trustee

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

State of California

County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this day \${formData.currentDate}, by  
\${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName  
+ " " : ""}\${formData.spouse.lastName}, proved to me on the basis of satisfactory evidence to be  
the person(s) who appeared before me.

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 \_\_\_\_\_

Trustee Affidavit for The \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName} and \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName} Living Trust



## TRUST ASSETS

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This section contains the documents that prove that your assets have been transferred to your Revocable Living Trust in accordance with the instructions contained under the *Funding Instructions* tab. When the funding of your Revocable Living Trust is complete, this section should contain a document for each asset you owned, proving that the Revocable Living Trust now holds title to that asset or that the Revocable Living Trust is named as the beneficiary.

## Assignment of Personal Property

For value received I, \${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName} of North Hollywood, California, assign, transfer, and convey to:

    \${formData.client.firstName} \${formData.client.middleName}  
    \${formData.client.lastName} and \${formData.spouse.firstName}  
    \${formData.spouse.middleName ? formData.spouse.middleName + " " :  
    ""}\${formData.spouse.lastName}, Trustees, or their successors in interest, of The  
    \${formData.client.firstName} \${formData.client.middleName}  
    \${formData.client.lastName} and \${formData.spouse.firstName}  
    \${formData.spouse.middleName ? formData.spouse.middleName + " " :  
    ""}\${formData.spouse.lastName} Living Trust dated \${formData.currentDate}, and any  
    amendments thereto

all of my right, title, and interest in all of my tangible personal property. My tangible personal property includes all of my jewelry, clothing, household furniture, furnishings and fixtures, chinaware, silver, photographs, works of art, books, boats, automobiles, sporting goods, electronic equipment, musical instruments, artifacts relating to my hobbies, and all other tangible articles of personal property that I now own or later acquire, regardless of how they are acquired or the record title in which they are held.

Dated: \${formData.currentDate}

\_\_\_\_\_  
    \${formData.client.firstName} \${formData.client.middleName}  
    \${formData.client.lastName}, Assignor

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

State of California

County of \_\_\_\_\_

On \${formData.currentDate} before me, \_\_\_\_\_ (here insert name and title of the officer), personally appeared \${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName}, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Assignment of Personal Property for \${formData.client.firstName}  
    \${formData.client.middleName} \${formData.client.lastName}

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 \_\_\_\_\_

(Seal)

## Assignment of Personal Property

For value received I, \${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName + " " : ""} \${formData.spouse.lastName} of North Hollywood, California, assign, transfer, and convey to:

    \${formData.client.firstName} \${formData.client.middleName}  
    \${formData.client.lastName} and \${formData.spouse.firstName}  
    \${formData.spouse.middleName ? formData.spouse.middleName + " " : ""} \${formData.spouse.lastName}, Trustees, or their successors in interest, of The  
    \${formData.client.firstName} \${formData.client.middleName}  
    \${formData.client.lastName} and \${formData.spouse.firstName}  
    \${formData.spouse.middleName ? formData.spouse.middleName + " " : ""} \${formData.spouse.lastName} Living Trust dated \${formData.currentDate}, and any  
    amendments thereto

all of my right, title, and interest in all of my tangible personal property. My tangible personal property includes all of my jewelry, clothing, household furniture, furnishings and fixtures, chinaware, silver, photographs, works of art, books, boats, automobiles, sporting goods, electronic equipment, musical instruments, artifacts relating to my hobbies, and all other tangible articles of personal property that I now own or later acquire, regardless of how they are acquired or the record title in which they are held.

Dated: \${formData.currentDate}

\_\_\_\_\_  
    \${formData.spouse.firstName}  
    \${formData.spouse.middleName ? formData.spouse.middleName + " " : ""} \${formData.spouse.lastName}, Assignor

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

State of California

County of \_\_\_\_\_

On \${formData.currentDate} before me, \_\_\_\_\_ (here insert name and title of the officer), personally appeared \${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName + " " : ""} \${formData.spouse.lastName}, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by

Assignment of Personal Property for \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " : ""} \${formData.spouse.lastName}

his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 \_\_\_\_\_

(Seal)

Assignment of Personal Property for \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}

## HEALTH CARE

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This section contains documents that relate to medical care. As with the other original documents contained in this portfolio, you may choose to replace these originals with copies if you prefer to store the originals elsewhere.

Your Authorization for Release of Protected Health Information is a document required by the Health Insurance Portability and Accountability Act (HIPAA). This document allows the identified persons to obtain protected health information on your behalf in order to make informed decisions about your care and to pay your medical bills.

**Authorization for Release of \${formData.client.firstName}  
\${formData.client.middleName} \${formData.client.lastName}'s  
Protected Health Information**

**(Valid Authorization Under 45 CFR Chapter 164 and the  
California Confidentiality of Medical Information Act ("CMIA"))**

**Statement of Intent:** I understand that Congress passed a law entitled the Health Insurance Portability and Accountability Act (HIPAA) that limits use, disclosure, or release of my *individually identifiable health information*, as HIPAA and the supporting Regulations define that phrase. I am signing this authorization because it is crucial that my health care providers readily use, release, or disclose my protected medical information to, or as directed by, that person or those persons designated in this authorization. This authorization allows the designated persons to discuss with and obtain advice from others or to facilitate decisions regarding my health care when I otherwise may not be able to do so without regard to whether any health care provider has certified in writing that I am incompetent for purposes of California Probate Code Sections 4235, 4682 and 4690.

**1. Appointment of Authorized Recipients**

Therefore, I, \${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName}, an individual, appoint the following persons, or either of them, as Authorized Recipients for health care disclosure under the Standards for Privacy of Individually Identifiable Health Care Information (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act ("CMIA"):

\${formData.spouse.firstName} \${formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""} \${formData.spouse.lastName};

\${formData.children && formData.children[1] ? `\${formData.children[1].firstName}  
\${formData.children[1].lastName}` : ""}; and

the Trustee or Successor Trustee of any trust of which I am a beneficiary or a trustee, for  
the sole specific purpose of determining my capacity as defined in the trust document.

**2. Grant of Authority**

I authorize all my HIPAA-defined covered entities to use, release, and disclose my individually identifiable health information to my Authorized Recipients under 45 CFR Sec(s).  
164.502(a)(1)(i) and (iv), 164.502(a)(2)(i), 164.524 and 164.528, including medical reports and records concerning my medical history, condition, diagnosis, testing, prognosis, treatment, billing

HIPAA Authorization for \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName}

information, and identity of health care providers, whether past, present, or future, as well as any other information that is in any way related to my health care except as specifically limited as to any Authorized Recipient named in Paragraph 1 above.

This disclosure includes the authority to ask questions and discuss my individually identifiable health information with the person or entity that has possession of my individually identifiable health information even if I am fully competent to ask questions and discuss this matter at the time.

I intend to give a full authorization for access to, disclosure of, and release of any of my protected medical information that relates directly or indirectly to my capacity to make rational and reasonable decisions regarding my health care by or to the persons named in this authorization as if each person were me.

### **3. Covered Entity**

*Covered entity* means any entity specifically defined by HIPAA or the supporting Regulations including any physician, podiatrist, chiropractor, osteopathic physician, health care professional, dentist, hospital, clinic, laboratory, pharmacy, ambulance service, assisted living facility, nursing home or other covered health care provider, any insurance company, and the Medical Information Bureau Inc. or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services.

### **4. Termination**

My subsequent disability or incapacity will neither affect nor terminate this authorization. This authorization will terminate upon my death or my written revocation expressly referring to this authorization and the date it is actually received by the covered entity. Proof of receipt of my written revocation may be by certified mail, registered mail, facsimile, or any other receipt evidencing actual receipt by the covered entity. This revocation is effective upon the actual receipt of the notice by the covered entity except to the extent that the covered entity has taken action in reliance on it.

### **5. Redisclosure**

By signing this authorization, I acknowledge that the information used, disclosed, or released under this authorization may be subject to redisclosure by an Authorized Recipient and the information once disclosed will no longer be protected under HIPAA. No covered entity may require an Authorized Recipient to indemnify the covered entity or agree to perform any act in order for the covered entity to comply with this authorization.

### **6. Instructions to the Authorized Recipients**

An Authorized Recipient may bring a legal action in any applicable forum against any covered entity that refuses to recognize and accept this authorization for the purposes that I have expressed. Additionally, an Authorized Recipient is authorized to sign any documents that the



Authorized Recipient considers appropriate to obtain use, disclosure, or release of my individually identifiable health information.

## **7. Effect of Duplicate Originals or Copies**

If I have executed this authorization in multiple counterparts, each counterpart original will have equal force and effect. An Authorized Recipient may make photocopies (photocopies include facsimiles and digital or other reproductions referred to collectively as *photocopy*) of this authorization and each photocopy will have the same force and effect as the original.

## **8. My Waiver and Release**

With regard to information disclosed under this authorization, I waive any right of privacy that I may have under the authority of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), any amendment or successor to that Act, or any similar state or federal act, rule, or regulation. In addition, I release any covered entity that acts in reliance on this authorization from any liability that may accrue from the use or disclosure of my individually identifiable health information in reliance upon this authorization and for any actions taken by an Authorized Recipient.

## **9. Severability**

I intend to create an authorization that conforms to United States and California law. In the event that any provision of this document is invalid, the remaining provisions remain in full force.

I understand that signing this authorization for disclosure is voluntary. A covered entity may not condition my treatment, payment, enrollment in a health plan, or eligibility for benefits upon my signing of this authorization.

I understand that I have the right to receive a copy of this authorization. I also understand that I have the right to revoke this authorization and that any revocation of this authorization must be in writing.

Dated: \${formData.currentDate}

\_\_\_\_\_  
\${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName}, Principal  
DOB: October 9, 1981

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

State of California

County of \_\_\_\_\_

On \${formData.currentDate} before me, \_\_\_\_\_ (here insert name and title of the officer), personally appeared \${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName}, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 \_\_\_\_\_ (Seal)

HIPAA Authorization for \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName}

**Advance Health Care Directive**  
**of**  
**\${formData.client.firstName} \${formData.client.middleName}**  
**\${formData.client.lastName}**

I, \${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName}, the principal, an adult of sound mind, execute this Advance Health Care Directive freely and voluntarily, with an understanding of its purposes and consequences. I intend to create a medical durable power of attorney under the laws of the State of California. I further intend to demonstrate my wishes concerning medical treatment with clear and convincing evidence. I hereby revoke any Advance Health Care Directive previously granted by me as principal except powers granted by me under any state statutory Advance Health Care Directive.

**Article One**  
**Recitals**

**Section 1.01 Designation of Health Care Agent**

I designate the individual named below to serve as my Health Care Agent. I give my Health Care Agent the power to make decisions with regard to my health care if I am unable to make my own health care decisions.

Name:        \${formData.spouse.firstName} \${formData.spouse.middleName} ?  
                  \${formData.spouse.middleName} + " " : ""}\${formData.spouse.lastName}

Address:     \${formData.client.address} , North Hollywood, CA 91605

Phone:        \_\_\_\_\_

If \${formData.spouse.firstName} \${formData.spouse.middleName} ?  
\${formData.spouse.middleName} + " " : ""}\${formData.spouse.lastName} is unwilling or unable to  
serve, I designate the individual listed below as alternate Health Care Agent, to exercise the  
powers and discretions set forth in this instrument.

Name:        \${formData.children && formData.children[1]} ?  
                  `\${formData.children[1].firstName} \${formData.children[1].lastName}` : ""

Address:     \${formData.client.address} , North Hollywood, CA 91605

Phone:        \_\_\_\_\_

Advance Health Care Directive of \${formData.client.firstName}  
\${formData.client.middleName} \${formData.client.lastName}

### **Section 1.02 Duration**

This Advance Health Care Directive expires at the earliest of:

- my death (except for post-death matters allowed under California law); or
- my revocation of this Advance Health Care Directive.

However, the medical information and medical records provisions described in Section 2.04 continue in effect for an additional 24 months from the date of my death unless revoked. My Health Care Agent's authority does not terminate if I become disabled or incapacitated.

### **Section 1.03 General Grant**

My Health Care Agent may determine and implement all actions necessary for my personal care, residential placement, and medical treatment, including the items specifically mentioned in this instrument. If my Health Care Agent is not available, I intend to guide decisions about my care and treatment with the following statements.

### **Section 1.04 Effect on Legal Capacity**

A formal adjudication of my incapacity is not required for my Health Care Agent to exercise the authority granted by me under this instrument.

## **Article Two**

### **Health and Personal Powers**

### **Section 2.01 Instructions Concerning Medical Evaluations and Treatment**

In exercising the authority granted to my Health Care Agent, I instruct my Health Care Agent to discuss with me the specifics of any proposed decision regarding my medical care and treatment if I am able to communicate in any manner however rudimentary, even by blinking my eyes. I further instruct my Health Care Agent that if I am unable to give an informed consent to medical treatment, my Health Care Agent shall give or withhold consent based upon any treatment choices I have expressed while competent, whether under this instrument or otherwise. If my Health Care Agent cannot determine the treatment choice I would want made under the circumstances, then I request that my Health Care Agent make the choice for me based upon what my Health Care Agent believes to be in my best interests. I request that my Health Care Agent's decision be guided by taking into account:

- the provisions of this instrument;
- any preferences that I may have expressed on the subject;

Advance Health Care Directive of \${formData.client.firstName}  
\${formData.client.middleName} \${formData.client.lastName}

what my Health Care Agent believes I would want done in the circumstances if I were able to express myself; and

any information given to my Health Care Agent by the physicians treating me as to my medical diagnosis and prognosis and the intrusiveness, pain, risks, and side effects of the treatment.

I want to leave my family, friends, and persons who care about me with assurances of my love, and without the burdens of guilt or conflict. My purposes in leaving these instructions are to alleviate uncertainty that otherwise may arise in connection with decisions about my medical care, to promote family harmony, and to clarify instructions to my health care providers. My Health Care Agent's authority to act on my behalf concerning my medical care includes decisions concerning artificial life support, medical treatment, surgery and other medical procedures; artificial nourishment and hydration; resuscitation decisions (including Do Not Resuscitate [DNR] orders and Cardiopulmonary Resuscitation [CPR] directives); amputation of my limbs; blood transfusions; experimental drugs and medical procedures; the administration of pharmaceutical agents; arrangements for my longterm care.

I affirm my belief in the importance and value of my personal dignity, both in living and in dying.

## **Section 2.02 Longterm or Hospice Care**

My Health Care Agent may select a facility for my nursing, convalescent, or hospice care and establish my residence and placement in a secure unit therein if the facility provides the quality of care appropriate for my medical needs and mental condition. For the purposes of arranging or providing longterm care, my Health Care Agent has authority to facilitate my transportation and establish my legal residence within or beyond the state of California.

## **Section 2.03 Maintain Me in My Residence**

I authorize my Health Care Agent to take whatever steps are necessary or advisable to enable me to remain in my personal residence as long as it is reasonable under the circumstances. I realize that my health may deteriorate so that it becomes necessary to have round-the-clock nursing care if I am to remain in my personal residence, and I direct my Health Care Agent to obtain that care, including any equipment that might assist in my care, as is reasonable under the circumstances. Specifically, I do not want to be hospitalized or put in a convalescent or similar home as long as it is reasonable to maintain me in my personal residence.

## **Section 2.04 Medical Information and Medical Records**

Acting on my behalf, my Health Care Agent may have access to all of my medical information and photocopies of my medical records from my health care providers including physicians, dentists, podiatrists, physical therapists, chiropractic physicians and chiropractors, pharmacists, optometrists, psychologists, social workers, hospitals, hospices, and other treatment facilities; may disclose medical and related information concerning my treatment to appropriate health care providers; and may admit or transfer me to such hospitals, hospices, or treatment facilities as my Health Care Agent determines to be in my best interests.

In order for my Health Care Agent to fulfill his or her duties, my treating physician or hospital is to discuss my medical condition with and disclose all medical records to my Health Care Agent.

### **Section 2.05    Employ and Discharge Health Care Personnel**

My Health Care Agent may employ and discharge medical personnel including physicians, psychiatrists, dentists, nurses, and therapists as my Health Care Agent determines necessary for my physical, mental, and emotional well-being, and pay them reasonable compensation.

### **Section 2.06    Pain Relief**

I want to ensure that my Health Care Agent and physician protect my comfort and freedom from pain insofar as possible. I authorize my Health Care Agent to consent on my behalf to the administration of whatever pain-relieving drugs and pain-relieving surgical procedures my Health Care 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 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.

### **Section 2.07    Grant Releases**

My Health Care Agent may grant, in conjunction with any instructions given under this instrument, releases from all liability for damages suffered or to be suffered by me to hospital staff, physicians, nurses, and other medical and hospital administrative personnel who act in reliance on instructions given by my Health Care Agent or who render written opinions to my Health Care Agent in connection with any matter described in this instrument. My Health Care Agent may sign documents titled or purporting to be a *Refusal to Permit Treatment* and *Leaving Hospital Against Medical Advice* as well as any necessary waivers of or releases from liability required by any hospital or physician to implement my wishes regarding medical treatment or nontreatment.

### **Section 2.08    Living Will**

I have not executed a Living Will and I do not want my Health Care Agent's powers to be limited by the terms or conditions of a Living Will.

If I become unconscious or incompetent in a state where this Advance Health Care Directive is not enforceable, I authorize my Health Care Agent to transport me or arrange for my transportation to a jurisdiction where my medical directives will be enforceable.

### **Section 2.09    Anatomical Gifts Not Authorized**

I do not authorize my Health Care Agent to make any anatomical gifts on my behalf.

## **Article Three**

### **Legal and Administrative Powers and Provisions**

#### **Section 3.01 Health Insurance Portability and Accountability Act**

I grant my Health Care Agent the power and authority to serve as my authorized recipient for all purposes of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its regulations during any time my health care representative is exercising authority under this document.

Pursuant to HIPAA, I specifically authorize my Health Care Agent as my HIPAA-authorized recipient to request, receive, and review any information regarding my physical health, including all HIPAA-protected health information, medical, and hospital records; to execute on my behalf any authorizations, releases, or other documents that may be required to obtain this information; and to consent to the disclosure of this information. I further authorize my Health Care Agent to execute on my behalf valid authorizations for the release of HIPAA-protected health information.

By signing this Advance Health Care Directive, I specifically authorize my physician, hospital, or health care provider to release any medical records to my Health Care Agent or any person designated in a valid authorization for the release of HIPAA-protected health information executed by my Health Care Agent. Further, I waive any liability to any physician, hospital, or health care provider that releases any of my medical records to my Health Care Agent and acknowledge that the health information that would otherwise be protected under HIPAA will no longer be protected.

#### **Section 3.02 Guardian**

My Health Care Agent's authority precludes the need for appointment of a Guardian. But if any proceeding is commenced for the appointment of a Guardian, I nominate my Health Care Agent to serve as Guardian.

#### **Section 3.03 Third-Party Reliance**

My Health Care Agent's instructions and decisions regarding my medical treatment are binding on third parties. No person, medical facility, or institution will incur any liability to me or to my estate by complying with my Health Care Agent's instructions. My Health Care 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 Health Care Agent's instructions. Furthermore, I authorize my Health Care Agent to indemnify and hold harmless, at my expense, any third party who accepts and acts under this Advance Health Care Directive, and I agree to be bound by any indemnity entered into by my Health Care Agent.

#### **Section 3.04 Enforcement by Health Care Agent**

I authorize my Health Care Agent to seek on my behalf and at my expense:

Advance Health Care Directive of \${formData.client.firstName}  
\${formData.client.middleName} \${formData.client.lastName}

a declaratory judgment from any court of competent jurisdiction interpreting the validity of this instrument or any of the acts authorized by this instrument, but a declaratory judgment is not required for my Health Care Agent to perform any act authorized by this instrument;

an injunction requiring compliance with my Health Care Agent's instructions by any person providing medical or personal care to me; or

actual and punitive damages against any person responsible for providing medical or personal care to me who willfully fails or refuses to follow my Health Care Agent's instructions.

### **Section 3.05 Release of Health Care Agent's Personal Liability**

My Health Care Agent will not incur any personal liability to me or my estate arising from the good faith exercise of discretion or performance of acts and duties relating to my medical treatment and personal care.

### **Section 3.06 Reimbursement of Health Care Agent**

My Health Care Agent is entitled to reimbursement for all reasonable expenses arising from the performance of acts and duties relating to my medical treatment and personal care under this instrument.

### **Section 3.07 Copies Effective as Originals**

Photocopies of this instrument are effective and enforceable as originals, and third parties are entitled to rely on photocopies of this instrument for the full force and effect of all stated terms. The word *photocopies* includes facsimiles, digital, or other reproductions.

### **Section 3.08 Interstate Enforceability**

My intention is that the terms of this instrument be honored in any jurisdiction, regardless of its conformity to that jurisdiction's technical requirements and legal formalities.

### **Section 3.09 Amendment and Revocation**

I reserve the right to revoke my Health Care Agent's authority orally or in writing.

### **Section 3.10 Revocation of Prior Powers**

Unless specifically excepted in this instrument, this Advance Health Care Directive supersedes any prior medical durable power of attorney that I have executed. But this instrument does not affect any other unrelated powers previously conveyed by me through general or limited powers of attorney; these powers are to continue in full force until revoked by me or otherwise terminated.



## Article Four

### Definitions

#### Section 4.01 Shall and May

Unless otherwise specifically provided in this document or by the context in which used, I use the word *shall* in this document to impose a duty, command, direction, or requirement, and the word *may* to allow or permit, but not require. In the context of my Health Care Agent, when I use the word *shall*, I intend to impose a fiduciary duty on my Health Care Agent. When I use the word *may*, I intend that my Health Care Agent is empowered to act with sole and absolute discretion unless otherwise stated in this document.

Dated: \${formData.currentDate}

\_\_\_\_\_  
\${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName}, Principal

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

State of California

County of \_\_\_\_\_

On \${formData.currentDate} before me, \_\_\_\_\_ (here insert name and title of the officer), personally appeared \${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName}, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 \_\_\_\_\_ (Seal)

Advance Health Care Directive of \${formData.client.firstName}  
\${formData.client.middleName} \${formData.client.lastName}

**Authorization for Release of \${formData.spouse.firstName}  
\${formData.spouse.middleName ?  
formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}'s Protected Health Information**

**(Valid Authorization Under 45 CFR Chapter 164 and the  
California Confidentiality of Medical Information Act ("CMIA"))**

**Statement of Intent:** I understand that Congress passed a law entitled the Health Insurance Portability and Accountability Act (HIPAA) that limits use, disclosure, or release of my *individually identifiable health information*, as HIPAA and the supporting Regulations define that phrase. I am signing this authorization because it is crucial that my health care providers readily use, release, or disclose my protected medical information to, or as directed by, that person or those persons designated in this authorization. This authorization allows the designated persons to discuss with and obtain advice from others or to facilitate decisions regarding my health care when I otherwise may not be able to do so without regard to whether any health care provider has certified in writing that I am incompetent for purposes of California Probate Code Sections 4235, 4682 and 4690.

**1. Appointment of Authorized Recipients**

Therefore, I, \${formData.spouse.firstName} \${formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""}\${formData.spouse.lastName}, an individual, appoint the following persons, or either of them, as Authorized Recipients for health care disclosure under the Standards for Privacy of Individually Identifiable Health Care Information (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act ("CMIA"):

\${formData.healthcarePOA.spouse && formData.healthcarePOA.spouse[0] ?  
`\${formData.healthcarePOA.spouse[0].firstName}  
\${formData.healthcarePOA.spouse[0].lastName}` : ""};

\${formData.children && formData.children[1] ? `\${formData.children[1].firstName}  
\${formData.children[1].lastName}` : ""}; and

the Trustee or Successor Trustee of any trust of which I am a beneficiary or a trustee, for the sole specific purpose of determining my capacity as defined in the trust document.

**2. Grant of Authority**

HIPAA Authorization for \${formData.spouse.firstName} \${formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""}\${formData.spouse.lastName}

I authorize all my HIPAA-defined covered entities to use, release, and disclose my individually identifiable health information to my Authorized Recipients under 45 CFR Sec(s).

164.502(a)(1)(i) and (iv), 164.502(a)(2)(i), 164.524 and 164.528, including medical reports and records concerning my medical history, condition, diagnosis, testing, prognosis, treatment, billing information, and identity of health care providers, whether past, present, or future, as well as any other information that is in any way related to my health care except as specifically limited as to any Authorized Recipient named in Paragraph 1 above.

This disclosure includes the authority to ask questions and discuss my individually identifiable health information with the person or entity that has possession of my individually identifiable health information even if I am fully competent to ask questions and discuss this matter at the time.

I intend to give a full authorization for access to, disclosure of, and release of any of my protected medical information that relates directly or indirectly to my capacity to make rational and reasonable decisions regarding my health care by or to the persons named in this authorization as if each person were me.

### **3. Covered Entity**

*Covered entity* means any entity specifically defined by HIPAA or the supporting Regulations including any physician, podiatrist, chiropractor, osteopathic physician, health care professional, dentist, hospital, clinic, laboratory, pharmacy, ambulance service, assisted living facility, nursing home or other covered health care provider, any insurance company, and the Medical Information Bureau Inc. or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services.

### **4. Termination**

My subsequent disability or incapacity will neither affect nor terminate this authorization. This authorization will terminate upon my death or my written revocation expressly referring to this authorization and the date it is actually received by the covered entity. Proof of receipt of my written revocation may be by certified mail, registered mail, facsimile, or any other receipt evidencing actual receipt by the covered entity. This revocation is effective upon the actual receipt of the notice by the covered entity except to the extent that the covered entity has taken action in reliance on it.

### **5. Redisclosure**

By signing this authorization, I acknowledge that the information used, disclosed, or released under this authorization may be subject to redisclosure by an Authorized Recipient and the information once disclosed will no longer be protected under HIPAA. No covered entity may require an Authorized Recipient to indemnify the covered entity or agree to perform any act in order for the covered entity to comply with this authorization.

### **6. Instructions to the Authorized Recipients**

HIPAA Authorization for \${formData.spouse.firstName} \${formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""} \${formData.spouse.lastName}

An Authorized Recipient may bring a legal action in any applicable forum against any covered entity that refuses to recognize and accept this authorization for the purposes that I have expressed. Additionally, an Authorized Recipient is authorized to sign any documents that the Authorized Recipient considers appropriate to obtain use, disclosure, or release of my individually identifiable health information.

## **7. Effect of Duplicate Originals or Copies**

If I have executed this authorization in multiple counterparts, each counterpart original will have equal force and effect. An Authorized Recipient may make photocopies (photocopies include facsimiles and digital or other reproductions referred to collectively as *photocopy*) of this authorization and each photocopy will have the same force and effect as the original.

## **8. My Waiver and Release**

With regard to information disclosed under this authorization, I waive any right of privacy that I may have under the authority of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), any amendment or successor to that Act, or any similar state or federal act, rule, or regulation. In addition, I release any covered entity that acts in reliance on this authorization from any liability that may accrue from the use or disclosure of my individually identifiable health information in reliance upon this authorization and for any actions taken by an Authorized Recipient.

## **9. Severability**

I intend to create an authorization that conforms to United States and California law. In the event that any provision of this document is invalid, the remaining provisions remain in full force.

I understand that signing this authorization for disclosure is voluntary. A covered entity may not condition my treatment, payment, enrollment in a health plan, or eligibility for benefits upon my signing of this authorization.

I understand that I have the right to receive a copy of this authorization. I also understand that I have the right to revoke this authorization and that any revocation of this authorization must be in writing.

Dated: \${formData.currentDate}

\_\_\_\_\_  
\${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}, Principal  
DOB: June 1, 1983

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

State of California

County of \_\_\_\_\_

On \${formData.currentDate} before me, \_\_\_\_\_ (here insert name and title of the officer), personally appeared \${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName + " " : ""}\${formData.spouse.lastName}, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 \_\_\_\_\_ (Seal)

HIPAA Authorization for \${formData.spouse.firstName} \${formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""}\${formData.spouse.lastName}

**Advance Health Care Directive  
of  
\${formData.spouse.firstName} \${formData.spouse.middleName  
? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}**

I, \${formData.spouse.firstName} \${formData.spouse.middleName ?  
formData.spouse.middleName + " " : ""}\${formData.spouse.lastName}, the principal, an adult of  
sound mind, execute this Advance Health Care Directive freely and voluntarily, with an  
understanding of its purposes and consequences. I intend to create a medical durable power of  
attorney under the laws of the State of California. I further intend to demonstrate my wishes  
concerning medical treatment with clear and convincing evidence. I hereby revoke any Advance  
Health Care Directive previously granted by me as principal except powers granted by me under  
any state statutory Advance Health Care Directive.

**Article One  
Recitals**

**Section 1.01 Designation of Health Care Agent**

I designate the individual named below to serve as my Health Care Agent. I give my Health Care  
Agent the power to make decisions with regard to my health care if I am unable to make my own  
health care decisions.

Name:        \${formData.client.firstName} \${formData.client.middleName}  
                  \${formData.client.lastName}

Address:     \${formData.client.address} , North Hollywood, CA 91605

Phone:        \_\_\_\_\_

If \${formData.healthcarePOA.spouse && formData.healthcarePOA.spouse[0] ?  
`\${formData.healthcarePOA.spouse[0].firstName}  
\${formData.healthcarePOA.spouse[0].lastName}` : ""} is unwilling or unable to serve, I designate  
\${formData.healthcarePOA.spouse && formData.healthcarePOA.spouse[1] ?  
`\${formData.healthcarePOA.spouse[1].firstName}  
\${formData.healthcarePOA.spouse[1].lastName}` : ""} as alternate Health Care Agent.

Advance Health Care Directive of \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}

Name:        \${formData.children && formData.children[1] ?  
              `\${formData.children[1].firstName} \${formData.children[1].lastName}` : ""}

Address:     \${formData.client.address} , North Hollywood, CA 91605

Phone:       \_\_\_\_\_

### **Section 1.02     Duration**

This Advance Health Care Directive expires at the earliest of:

- my death (except for post-death matters allowed under California law); or
- my revocation of this Advance Health Care Directive.

However, the medical information and medical records provisions described in Section 2.04 continue in effect for an additional 24 months from the date of my death unless revoked. My Health Care Agent's authority does not terminate if I become disabled or incapacitated.

### **Section 1.03     General Grant**

My Health Care Agent may determine and implement all actions necessary for my personal care, residential placement, and medical treatment, including the items specifically mentioned in this instrument. If my Health Care Agent is not available, I intend to guide decisions about my care and treatment with the following statements.

### **Section 1.04     Effect on Legal Capacity**

A formal adjudication of my incapacity is not required for my Health Care Agent to exercise the authority granted by me under this instrument.

## **Article Two**

### **Health and Personal Powers**

### **Section 2.01     Instructions Concerning Medical Evaluations and Treatment**

In exercising the authority granted to my Health Care Agent, I instruct my Health Care Agent to discuss with me the specifics of any proposed decision regarding my medical care and treatment if I am able to communicate in any manner however rudimentary, even by blinking my eyes. I further instruct my Health Care Agent that if I am unable to give an informed consent to medical treatment, my Health Care Agent shall give or withhold consent based upon any treatment choices I have expressed while competent, whether under this instrument or otherwise. If my Health Care Agent cannot determine the treatment choice I would want made under the circumstances, then I request that my Health Care Agent make the choice for me based upon what

Advance Health Care Directive of \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""} \${formData.spouse.lastName}



my Health Care Agent believes to be in my best interests. I request that my Health Care Agent's decision be guided by taking into account:

the provisions of this instrument;

any preferences that I may have expressed on the subject;

what my Health Care Agent believes I would want done in the circumstances if I were able to express myself; and

any information given to my Health Care Agent by the physicians treating me as to my medical diagnosis and prognosis and the intrusiveness, pain, risks, and side effects of the treatment.

I want to leave my family, friends, and persons who care about me with assurances of my love, and without the burdens of guilt or conflict. My purposes in leaving these instructions are to alleviate uncertainty that otherwise may arise in connection with decisions about my medical care, to promote family harmony, and to clarify instructions to my health care providers. My Health Care Agent's authority to act on my behalf concerning my medical care includes decisions concerning artificial life support, medical treatment, surgery and other medical procedures; artificial nourishment and hydration; resuscitation decisions (including Do Not Resuscitate [DNR] orders and Cardiopulmonary Resuscitation [CPR] directives); amputation of my limbs; blood transfusions; experimental drugs and medical procedures; the administration of pharmaceutical agents; arrangements for my longterm care.

I affirm my belief in the importance and value of my personal dignity, both in living and in dying.

## **Section 2.02 Longterm or Hospice Care**

My Health Care Agent may select a facility for my nursing, convalescent, or hospice care and establish my residence and placement in a secure unit therein if the facility provides the quality of care appropriate for my medical needs and mental condition. For the purposes of arranging or providing longterm care, my Health Care Agent has authority to facilitate my transportation and establish my legal residence within or beyond the state of California.

## **Section 2.03 Maintain Me in My Residence**

I authorize my Health Care Agent to take whatever steps are necessary or advisable to enable me to remain in my personal residence as long as it is reasonable under the circumstances. I realize that my health may deteriorate so that it becomes necessary to have round-the-clock nursing care if I am to remain in my personal residence, and I direct my Health Care Agent to obtain that care, including any equipment that might assist in my care, as is reasonable under the circumstances. Specifically, I do not want to be hospitalized or put in a convalescent or similar home as long as it is reasonable to maintain me in my personal residence.

## **Section 2.04 Medical Information and Medical Records**

Acting on my behalf, my Health Care Agent may have access to all of my medical information and photocopies of my medical records from my health care providers including physicians,

Advance Health Care Directive of \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}

dentists, podiatrists, physical therapists, chiropractic physicians and chiropractors, pharmacists, optometrists, psychologists, social workers, hospitals, hospices, and other treatment facilities; may disclose medical and related information concerning my treatment to appropriate health care providers; and may admit or transfer me to such hospitals, hospices, or treatment facilities as my Health Care Agent determines to be in my best interests.

In order for my Health Care Agent to fulfill his or her duties, my treating physician or hospital is to discuss my medical condition with and disclose all medical records to my Health Care Agent.

## **Section 2.05    Employ and Discharge Health Care Personnel**

My Health Care Agent may employ and discharge medical personnel including physicians, psychiatrists, dentists, nurses, and therapists as my Health Care Agent determines necessary for my physical, mental, and emotional well-being, and pay them reasonable compensation.

## **Section 2.06    Pain Relief**

I want to ensure that my Health Care Agent and physician protect my comfort and freedom from pain insofar as possible. I authorize my Health Care Agent to consent on my behalf to the administration of whatever pain-relieving drugs and pain-relieving surgical procedures my Health Care 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 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.

## **Section 2.07    Grant Releases**

My Health Care Agent may grant, in conjunction with any instructions given under this instrument, releases from all liability for damages suffered or to be suffered by me to hospital staff, physicians, nurses, and other medical and hospital administrative personnel who act in reliance on instructions given by my Health Care Agent or who render written opinions to my Health Care Agent in connection with any matter described in this instrument. My Health Care Agent may sign documents titled or purporting to be a *Refusal to Permit Treatment* and *Leaving Hospital Against Medical Advice* as well as any necessary waivers of or releases from liability required by any hospital or physician to implement my wishes regarding medical treatment or nontreatment.

## **Section 2.08    Living Will**

I have not executed a Living Will and I do not want my Health Care Agent's powers to be limited by the terms or conditions of a Living Will.

If I become unconscious or incompetent in a state where this Advance Health Care Directive is not enforceable, I authorize my Health Care Agent to transport me or arrange for my transportation to a jurisdiction where my medical directives will be enforceable.

Advance Health Care Directive of \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}

## **Section 2.09 Anatomical Gifts Not Authorized**

I do not authorize my Health Care Agent to make any anatomical gifts on my behalf.

## **Article Three**

### **Legal and Administrative Powers and Provisions**

#### **Section 3.01 Health Insurance Portability and Accountability Act**

I grant my Health Care Agent the power and authority to serve as my authorized recipient for all purposes of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its regulations during any time my health care representative is exercising authority under this document.

Pursuant to HIPAA, I specifically authorize my Health Care Agent as my HIPAA-authorized recipient to request, receive, and review any information regarding my physical health, including all HIPAA-protected health information, medical, and hospital records; to execute on my behalf any authorizations, releases, or other documents that may be required to obtain this information; and to consent to the disclosure of this information. I further authorize my Health Care Agent to execute on my behalf valid authorizations for the release of HIPAA-protected health information.

By signing this Advance Health Care Directive, I specifically authorize my physician, hospital, or health care provider to release any medical records to my Health Care Agent or any person designated in a valid authorization for the release of HIPAA-protected health information executed by my Health Care Agent. Further, I waive any liability to any physician, hospital, or health care provider that releases any of my medical records to my Health Care Agent and acknowledge that the health information that would otherwise be protected under HIPAA will no longer be protected.

#### **Section 3.02 Guardian**

My Health Care Agent's authority precludes the need for appointment of a Guardian. But if any proceeding is commenced for the appointment of a Guardian, I nominate my Health Care Agent to serve as Guardian.

#### **Section 3.03 Third-Party Reliance**

My Health Care Agent's instructions and decisions regarding my medical treatment are binding on third parties. No person, medical facility, or institution will incur any liability to me or to my estate by complying with my Health Care Agent's instructions. My Health Care 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 Health Care Agent's instructions. Furthermore, I authorize my Health Care Agent to indemnify and hold harmless, at my expense, any third party who accepts and acts under this Advance Health Care Directive, and I agree to be bound by any indemnity entered into by my Health Care Agent.

Advance Health Care Directive of \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}

### **Section 3.04    Enforcement by Health Care Agent**

I authorize my Health Care Agent to seek on my behalf and at my expense:

a declaratory judgment from any court of competent jurisdiction interpreting the validity of this instrument or any of the acts authorized by this instrument, but a declaratory judgment is not required for my Health Care Agent to perform any act authorized by this instrument;

an injunction requiring compliance with my Health Care Agent's instructions by any person providing medical or personal care to me; or

actual and punitive damages against any person responsible for providing medical or personal care to me who willfully fails or refuses to follow my Health Care Agent's instructions.

### **Section 3.05    Release of Health Care Agent's Personal Liability**

My Health Care Agent will not incur any personal liability to me or my estate arising from the good faith exercise of discretion or performance of acts and duties relating to my medical treatment and personal care.

### **Section 3.06    Reimbursement of Health Care Agent**

My Health Care Agent is entitled to reimbursement for all reasonable expenses arising from the performance of acts and duties relating to my medical treatment and personal care under this instrument.

### **Section 3.07    Copies Effective as Originals**

Photocopies of this instrument are effective and enforceable as originals, and third parties are entitled to rely on photocopies of this instrument for the full force and effect of all stated terms. The word *photocopies* includes facsimiles, digital, or other reproductions.

### **Section 3.08    Interstate Enforceability**

My intention is that the terms of this instrument be honored in any jurisdiction, regardless of its conformity to that jurisdiction's technical requirements and legal formalities.

### **Section 3.09    Amendment and Revocation**

I reserve the right to revoke my Health Care Agent's authority orally or in writing.

### **Section 3.10    Revocation of Prior Powers**

Unless specifically excepted in this instrument, this Advance Health Care Directive supersedes any prior medical durable power of attorney that I have executed. But this instrument does not affect any other unrelated powers previously conveyed by me through general or limited powers of attorney; these powers are to continue in full force until revoked by me or otherwise terminated.

Advance Health Care Directive of \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}

## Article Four

### Definitions

#### Section 4.01 Shall and May

Unless otherwise specifically provided in this document or by the context in which used, I use the word *shall* in this document to impose a duty, command, direction, or requirement, and the word *may* to allow or permit, but not require. In the context of my Health Care Agent, when I use the word *shall*, I intend to impose a fiduciary duty on my Health Care Agent. When I use the word *may*, I intend that my Health Care Agent is empowered to act with sole and absolute discretion unless otherwise stated in this document.

Advance Health Care Directive of \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}

Dated: \${formData.currentDate}

\_\_\_\_\_  
\${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}, Principal

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

State of California

County of \_\_\_\_\_

On \${formData.currentDate} before me, \_\_\_\_\_ (here insert name and title of the officer), personally appeared \${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName + " " : ""}\${formData.spouse.lastName}, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 \_\_\_\_\_ (Seal)

Advance Health Care Directive of \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " : ""}\${formData.spouse.lastName}

## MEMORIAL INSTRUCTIONS

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During a period of your incapacity or in the event of your death, your loved ones are often not able to think clearly. Some decisions must be made within hours of death. Any help you can provide will be most appreciated. This section allows you to provide important information to your family and loved ones.

You may want to include your burial or cremation wishes and a description of the kind of memorial service you would like. You may also want to express your feelings about the general amounts that should be spent for these remembrances. Or you may have made pre-arrangements that should be described.

You may want to do this by completing the accompanying forms, or you may want to leave a personal *memorial letter*. In either event, you should consider including the following information: religious affiliations, pre-purchased plans, desire for private service or service for friends and relatives, pall bearers, viewing wishes (open or closed casket), scripture readings, music selections, etc.

**Funeral Arrangements for \${formData.client.firstName}  
\${formData.client.middleName} \${formData.client.lastName}**

Religious memberships and beliefs are as follows:

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---

---

I desire that services be: \_\_\_\_ for friends and relatives, or \_\_\_\_ private.

Description of any pre-purchased plans or description of wishes:

---

---

Clergy: \_\_\_\_\_

Pallbearers: \_\_\_\_\_

---

Scripture selections: \_\_\_\_\_

---

Music selections: \_\_\_\_\_

---

Other readings: \_\_\_\_\_

---

Viewing wishes (open or closed casket): \_\_\_\_\_

I have made the following arrangements for anatomical gifts:

1. Driver's License Designation: \_\_\_\_\_
2. Other: \_\_\_\_\_

---



**Funeral Arrangements for \${formData.spouse.firstName}  
\${formData.spouse.middleName ?  
formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}**

Religious memberships and beliefs are as follows:

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---

---

I desire that services be: \_\_\_\_ for friends and relatives, or \_\_\_\_ private.

Description of any pre-purchased plans or description of wishes:

---

---

Clergy: \_\_\_\_\_

Pallbearers: \_\_\_\_\_

---

Scripture selections: \_\_\_\_\_

---

Music selections: \_\_\_\_\_

---

Other readings: \_\_\_\_\_

---

Viewing wishes (open or closed casket): \_\_\_\_\_

I have made the following arrangements for anatomical gifts:

1. Driver's License Designation: \_\_\_\_\_

2. Other: \_\_\_\_\_

---

## **PROPERTY AGREEMENTS**

---

This section contains originals of property agreements that you have entered into with each person with whom you co-own property. Each agreement sets forth how each of you own your portion of the property. You may replace these original documents with copies if you prefer to remove the originals for safekeeping.

## **PERSONAL EFFECTS**

---

Your Revocable Living Trust directs that your personal effects be distributed according to your wishes if you have made your wishes known in writing during your life. This section contains an original form on which you can record written instructions directing the distribution of your personal effects. If you prefer to remove the original for safekeeping, you may replace it with a copy.

If you change your mind about a distribution of personal property after you fill out this form, remove the form, and execute a new one.

You should sign and date each form you prepare.

**Personal Property Memorandum of  
\${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName}**

On \${formData.currentDate}, I, \${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName}, signed the document that established The \${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName} and \${formData.spouse.firstName} \${formData.spouse.middleName} ? \${formData.spouse.middleName} + " " : "" \${formData.spouse.lastName} Living Trust. The trust refers to the disposition at my death of certain items of tangible personal property in accordance with a memorandum signed by me. I make this memorandum for that purpose.

If an item is marked with an asterisk, it is to be distributed to the designated recipient only if my wife predeceases me.

If the designated recipient of a particular item of personal property does not survive me, that item will be disposed of as though it had not been listed in this memorandum.

**Personal Property Distributions  
for \${formData.client.firstName} \${formData.client.middleName}  
\${formData.client.lastName}**

<b>Description of Tangible Personal Property</b>	<b>Person to Receive Property Address and Relationship</b>	<b>( * )</b>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Dated: \_\_\_\_\_

\_\_\_\_\_  
\${formData.client.firstName}

\_\_\_\_\_  
\${formData.client.middleName}

\_\_\_\_\_  
\${formData.client.lastName}

**Personal Property Distributions**  
**for \${formData.client.firstName} \${formData.client.middleName}**  
**\${formData.client.lastName}**

<b>Description of Tangible Personal Property</b>	<b>Person to Receive Property Address and Relationship</b>	<b>( * )</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
\${formData.client.firstName}  
\${formData.client.middleName}  
\${formData.client.lastName}

**Personal Property Distributions**  
**for \${formData.client.firstName} \${formData.client.middleName}**  
**\${formData.client.lastName}**

<b>Description of Tangible Personal Property</b>	<b>Person to Receive Property Address and Relationship</b>	<b>( * )</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
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Dated: \_\_\_\_\_

\_\_\_\_\_  
\${formData.client.firstName}  
\${formData.client.middleName}

`\${formData.client.lastName}

Personal Property Memorandum of `\${formData.client.firstName}  
`\${formData.client.middleName} `\${formData.client.lastName}



**Personal Property Memorandum of  
\${formData.spouse.firstName} \${formData.spouse.middleName  
? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}**

On \${formData.currentDate}, I, \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}, signed the document that established The  
\${formData.client.firstName} \${formData.client.middleName} \${formData.client.lastName} and  
\${formData.spouse.firstName} \${formData.spouse.middleName ? formData.spouse.middleName  
+ " " : ""}\${formData.spouse.lastName} Living Trust. The trust refers to the disposition at my  
death of certain items of tangible personal property in accordance with a memorandum signed by  
me. I make this memorandum for that purpose.

If an item is marked with an asterisk, it is to be distributed to the designated recipient only if my  
husband predeceases me.

If the designated recipient of a particular item of personal property does not survive me, that item  
will be disposed of as though it had not been listed in this memorandum.

**Personal Property Distributions  
for \${formData.spouse.firstName} \${formData.spouse.middleName  
? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}**

Description of Tangible Personal Property	Person to Receive Property Address and Relationship	( * )
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____


Dated: \_\_\_\_\_

\_\_\_\_\_  
\${formData.spouse.firstName}  
\${formData.spouse.middleName ?  
formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}

**Personal Property Distributions  
for \${formData.spouse.firstName} \${formData.spouse.middleName  
? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}**

<b>Description of Tangible Personal Property</b>	<b>Person to Receive Property Address and Relationship</b>	<b>( * )</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Personal Property Memorandum of \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}


Dated: \_\_\_\_\_

\_\_\_\_\_  
\${formData.spouse.firstName}  
\${formData.spouse.middleName ?  
formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}

Personal Property Memorandum of \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}

**Personal Property Distributions**  
**for \${formData.spouse.firstName} \${formData.spouse.middleName}**  
**? formData.spouse.middleName + " " :**  
**""}\${formData.spouse.lastName}**

<b>Description of Tangible Personal Property</b>	<b>Person to Receive Property Address and Relationship</b>	<b>( * )</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: \_\_\_\_\_  
\${formData.spouse.firstName}

Personal Property Memorandum of \${formData.spouse.firstName}  
\${formData.spouse.middleName ? formData.spouse.middleName + " " :  
""}\${formData.spouse.lastName}

\${formData.spouse.middleName ?  
 formData.spouse.middleName + " " :  
 ""}\${formData.spouse.lastName}

Personal Property Memorandum of \${formData.spouse.firstName}  
 \${formData.spouse.middleName ? formData.spouse.middleName + " " :  
 ""}\${formData.spouse.lastName}

## OTHER DOCUMENTS

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In this section, you should include any letters that you receive concerning your assets or that you write to others, as well as any other documents that may be useful to your successor Trustee and agent during your incapacity or after your death.

During periods of incapacity or upon death, the people you choose must make many decisions on your behalf while they are grieving and unable to think clearly. You may wish to include a letter to them advising them how you would like matters handled. Your letter will not be legally binding on them, but it will help them interpret your Revocable Living Trust and other documents if they have any questions about your intent.