

The Sequoias San Francisco The Sequoias-Portola Valley The Tamalpais Marin

GRANT OF DURABLE POWER OF ATTORNEY

This is a DURABLE POWER OF ATTORNEY under Article 3, beginning with Section 2400, of Chapter 2 of Title 9 of Part 4 of Division 3 of the Civil Code of the State of California.

ARTICLE I. DECLARATIONS

1.1 *Effective Date of this Power.* THIS POWER OF ATTORNEY SHALL BECOME EFFECTIVE UPON THE DATE OF ITS EXECUTION, AND SHALL NOT BE AFFECTED BY SUBSEQUENT INCAPACITY OF THE PRINCIPAL.

1.2 *Name and Address of Principal.*

(Name of Principal)

(Street Address)

(City, State, Zip Code)

The first person pronoun, “I” and its variations – “me,” “mine,” and “myself” – refer to the principal.

1.3 *Name and Address of Attorney in Fact.*

(Name of Attorney in Fact)

(Street Address)

(City, State, Zip Code)

The second person pronoun, “you,” and its variations – “your,” and “yourself” – refer to the Attorney in Fact.

1.4 For of Signature. When you, as my Attorney-in-Fact, sign on my behalf under the powers I give you in this document, you shall use the following form, as authorized in the California Civil Code Section 1095:

_____ by _____
(Signature of Principal by Attorney-in-Fact) (Signature of Attorney-in-Fact)

1.5 My cancellation of any part of this document. If, before I sign this document, I cross out or write through any part of this document and I put my initials opposite the canceled part, then I eliminate that part from the powers I give you in this document.

ARTICLE II. POWERS GIVEN TO THE ATTORNEY-IN-FACT

I, as Principal, appoint you as my Attorney-in-Fact. I give you the powers in this document to use for my benefit and on my behalf. You shall use these powers in a fiduciary capacity Specifically, as to any assets (a) standing in my name, or (b) held for my benefit, or (c) acquired for my benefit, and subject to paragraph 1.5 above, I give you the following powers:

- 2.1 Bank Accounts. As to any commercial, checking, savings, or savings and loan, or any other type of account (without limitation) in which cash is held, in my name (either singly or jointly) or for my benefit: to open, withdraw, deposit into, and close; and to negotiate, endorse, or transfer any instrument affecting the account; and to obtain originals and copies of statements, checks, and other documents containing information regarding the account.
- 2.2 Notes: As to any promissory note receivable (secured or unsecured): to collect on, compromise, endorse, borrow against, sell, hypothecate, release, and reconvey the note and any related deed of trust.
- 2.3 Securities: As to any shares of stock, bonds, or any documents or instruments defined as securities under California law: to open accounts with stockbrokers (on cash or on margin), to buy, sell, endorse, transfer, hypothecate and borrow against.
- 2.4 Real Property: As to any real property: to collect rents, disburse funds, hire professional property managers, lease to tenants, negotiate and renegotiate leases, borrow against, renew any loan, sign any documents required for any transaction In this Paragraph 3, 4 or pursuant to Paragraph 3.14 (regarding gifts), and to sell (for cash or for cash and credit), transfer, exchange or convey any of the real property.
- 2.5 Other Property: As to any other property not listed in the above paragraphs: to buy, sell, receive, transfer, exchange and dispose of such property.
- 2.6 Agents: To hire, any pay from my funds for counsel and services of, professional advisors (including a firm of which you are a member), including (without limitation): physicians, dentists, accountants, attorneys, and investment counselors.

- 2.7 Tax Documents. As to my income taxes and other taxes: to sign my name to tax returns and any other related documents, in connection with tax years through the year 2035; to hire preparers and advisors, and pay for their services from my funds; and to do whatever is necessary to protect my assets from assessments as though I did those acts myself.
- 2.8 Transfers to Trust. To transfer to the Trustee of a revocable trust, of which I am a Trustor and a beneficiary, my assets or my interest in assets, or to create a trust for my benefit, or for my benefit and the benefit of my spouse and issue, and to fund such trust with my assets or interest in assets; provided, however, that any provision for the disposition upon my death of my assets or interests in assets contained in any such trust shall be the same as the dispositive provisions contained in my estate plan at the time of execution of such trust.
- 2.9 Trust Payments. As to any income or principal payable to me from any trust of which I am a beneficiary, to receive any and all such income or principal payments upon my behalf.
- 1.10 Flower Bonds. To buy in my name those U.S. Government bonds referred to as "Flower Bonds" that may be used to pay federal estate taxes upon my death.
- 2.11 Informed Consent. As to medical treatment, surgical treatment, and any health procedures for my health and welfare: to give informed consent on my behalf for any medical or surgical treatment, or to withhold such consent.
- 2.12 Safe Deposit Box. To enter any safe deposit box in my name (singly or jointly); to authorize bank employees to gain forcible entry into the box in the event my key to it cannot be found and to remove any and all assets located therein and to close such box.
- 2.13 Disclaimers. To make and deliver a valid disclaimer on my behalf under the Internal Revenue Code and the California Probate Code, when, in your judgment, my family's best interests would be served; and, to that end, to hire and pay for legal and financial counsel to assist you in deciding whether to make a disclaimer.
- 2.14 Gifts. To make gifts to my issue and to such charitable, scientific, or educational institutions as you deem advisable; provided, however, that you shall not make gifts to any person or organization in excess of the federal gift tax annual exclusion amount, and the annual right to make gifts within the federal gift tax annual exclusion amount shall be non-cumulative and shall lapse at the end of each calendar year.
- 2.15 Miscellaneous. To apply for and receive government and insurance benefits; to prosecute and defend legal actions; to arrange for transportation and travel.
- 2.16 General Discretion. In addition to the foregoing powers, and as to any and all property of mine to perform all acts that you, in your discretion, determine to be beneficial in providing for my support, comfort and general welfare as fully as I could do If personally present and able to act.

ARTICLE III. MISCELLANEOUS

4.1 *Substitute Agents*: If you should for any reason fail to serve or cease to act as my Attorney-in-Fact, I appoint those of the following persons who are then of sound mind and not incapacitated, alternatively and successively in the order listed, to serve as my Attorney-in-Fact hereunder, with at the same powers granted to the Attorney-in-Fact hereunder in Article III hereof:

1. _____

2. _____

3. _____

4.2 *Appointment of Successor Agents*: If all the persons named in Paragraph 4.1 above shall for any reason fail to serve or cease to act as my Attorney-in-Fact, each of the persons named in said paragraph shall have, alternatively and successively in the order listed in said paragraph, the power to appoint a successor Attorney-in-Fact, with all the same powers granted to any Attorney-in-Fact named in this document.

4.3 *Limitations*: You shall *not* have these powers:

(A) To use my assets to pay for your own obligations, including but not limited to the Support of your dependents.

(B) To exercise the incidents of ownership of any life insurance policies I own on your life.

4.4 *Severability*: If any other provision of this document is not valid, all other provisions shall remain valid.

4.5 *Your Freedom from Liability When You Show Good Faith*: You are not liable to me or any of my successors when, in good faith, you act or do not act under this document; but this freedom from liability is not effective in the event of your willful misconduct or gross negligence.

4.6 *Number*: Where required, the singular indicates the plural and plural includes the singular.

4.7 *California Governing Law*: California law governs this durable Power of Attorney in all respects.

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, at _____, California.

(Principal Signature)

The foregoing instrument was, at the date hereof, signed by _____, and declared by him/her to be a Durable Power of Attorney, in the presence of us who, at his request and in his presence and in the presence of each other, have subscribed our names as witnesses thereto. Each of us observed the signing of this Instrument by _____, and by each other subscribing witness, and knows that each signature is the true signature of the person whose name was signed.

We are acquainted with _____. At this time, to the best of your knowledge, he is of sound mind and is not acting under duress, menace, fraud, misrepresentation or undue influence.

Executed on _____, 20____, at _____, California.

We declare under penalty of perjury that the foregoing is true and correct.

(Witness Signature)

(Witness Signature)

(Street Address)

(Street Address)

(City, State, Zip Code)

(City, State, Zip Code)

STATE OF CALIFORNIA)
COUNTY OF)

On _____, 20____, before me, the undersigned, a Notary Public in and for the State of California, personally appeared

_____, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing "Durable Power of Attorney"; and he/she acknowledged that he/she executed the same as Principal of the said Power of Attorney.

WITNESS my hand and official seal.

(Notary Public)