

Shirley 2010  
Mary  
me

Recording Requested By:

And When Recorded Mail To:

**DURABLE POWER OF ATTORNEY**

ARTICLE I  
DECLARATIONS

**THIS DURABLE POWER OF ATTORNEY SHALL NOT BE AFFECTED BY THE SUBSEQUENT INCAPACITY OF THE PRINCIPAL.** This is a durable power of attorney under California law.

When signing on my behalf under this Power of Attorney, use this form under California Probate Code Section 4000, et. seq.:  
"(My Name) by (Your Signature), his/her Attorney-in-Fact."

NAME AND ADDRESS OF PRINCIPAL:

SHIRLEY H. JOHNSON  
341 E. LOCUST STREET  
LODI, CA 95240

Appointment of Attorney-in-Fact

I, SHIRLEY H. JOHNSON appoint the following person to be my attorney-in-fact, but I always have the power and right to substitute another Attorney-in-Fact or to revoke this appointment:

MARY JEAN PARVIN  
2 N. AVENA AVE.  
LODI, CA 95240

If MARY JEAN PARVIN dies, resigns, or is unable to act because of incapacity, then I appoint the following person to be my attorney-in-fact:

TIFFANY ANDERSON  
2 N. AVENA AVE.  
LODI, CA 95240

Effective Date of This Power

THIS DURABLE POWER OF ATTORNEY STARTS as soon as I sign my name on this DURABLE POWER OF ATTORNEY, and will continue despite any incapacity which may later befall me.

This Durable Power of Attorney shall revoke any prior Durable Power of Attorney except it will not revoke any prior Durable Power of Attorney for Health Care.

Delegation of Powers

I delegate to you the powers set forth in ARTICLE II. But, if I cross out or write through any part of this document and I put my initials opposite the cross-out or writing, then, I cancel and/or amend that part of this document.

Your exercise of the delegated powers must be in a fiduciary capacity for my benefit and on my behalf.

At all times, California law governs this document. If any part of this document is not valid, all other parts shall remain valid.

You are not liable to me or to my successor when, in good faith, you act or do not act under this document. But, this freedom from liability does not apply if, as the result of your willful misconduct or gross negligence, you act or do not act.

ARTICLE II  
DELEGATED POWERS

I give my attorney-in-fact the following powers:

(1) As to any certificate of deposit, cash equivalents, bank checking, savings, savings and loan account, pay on death accounts, trustee accounts, IRA account, or account in any financial institution in my name or opened for my benefit - to open, withdraw from, deposit into, close; and to negotiate, endorse, or transfer any instrument affecting those accounts or items.

(2) As to any promissory note receivable, secured or unsecured - to collect, compromise, endorse, borrow against, hypothecate, release, or reconvey that note and any related deed of trust.

(3) As to any shares of stock, treasury bills, treasury notes, bonds, mutual funds or any documents or instruments defined as securities under California law - to open accounts with stock brokers, cash or on margin, buy, sell, endorse, transfer, hypothecate, or borrow against them, and to vote those shares, bonds, or securities for any purpose.

(4) As to any personal property - to accept it as a gift, or as a security for a loan, reject, demand, buy, receive or otherwise acquire, either ownership or possession of any interest in personal property, to sell, transfer, exchange, convey with or without covenants, quit-claim, release, assign, surrender, mortgage, encumber, partition or consent to partitioning of, grant options, lease for any length of term, sublet, collect rents, disburse funds, hire professional property managers, and sign any documents needed to carry out the sale, or to carry out any transaction referred to in this item (4).

(5) As to any real property - to accept it as a gift; or as a security for a loan; reject, demand, buy, receive or otherwise acquire, either ownership or possession of any interest in real property; to sell, transfer, exchange, convey with or without covenants, quit-claim, release, assign, surrender, mortgage, encumber, partition or consent to partitioning of, grant options, lease for any length of term, sublet, collect rents, disburse funds, hire professional property managers, and sign any documents needed to carry out the sale or to carry out any transaction

referred to in this item (5).

(6) As to any other asset not referred to in items (1), (2), (3), (4), and (5) of this ARTICLE II - to buy, sell, transfer, convey, hold, borrow against, or dispose of as needed, in your judgment, for my welfare and comfort.

(7) As to my income taxes and other taxes - to prepare and file all income and other federal and state tax returns which I am required to file; to sign my name; hire preparers, advocates, lawyers, and advisors, and to pay for their services from my funds; and to do whatever is needed to protect my assets from assessments for income taxes and other taxes for the years 1980 to 2075; to receive confidential information; to receive checks in payment of any refund of taxes, penalties or interest; to execute any waivers or consents; to execute closing agreements; and to delegate authority or substitute another representative concerning all above matters.

(8) To hire and to pay for from my funds the services of professional advisors, including a firm of which you are a member, without limitations: physicians, accountants, lawyers, and investment counselors, for my welfare.

(9) To transfer to the Trustee of a revocable trust of which I am a Settlor (Trustor, or Grantor) and a beneficiary, my assets or my interests in assets, or to create a revocable trust for my benefit, or the benefit of my children and their issue; or the benefit of my heirs or the beneficiaries under my Will, and to fund it with my assets or interests in assets, and to have the power to modify or revoke a trust if it is in my best interests and so long as such acts do not substantially alter distribution of the principal's estate during the principal's lifetime or on the principal's death, and so long as all such acts do not cause adverse tax consequences in the principal's estate. To act on behalf of the Trustee of the Trust, so long as the Trust document delegates the powers of the Trustee to the Settlor's attorney in fact.

(10) To manage and control all partnership interests owned by

the principal and to make all decisions the principal could make as a general partner, limited partner, or both, and to execute all documents required of the principal as such partner, all to the extent that the agent's designation for such purposes is allowed by law and is not in contravention of any partnership or other agreement;

(11) To apply for government and insurance benefits, to do all things for my benefit with the Social Security Administration and to prosecute and to defend legal actions, to arrange for transportation and travel. To apply for benefits from Social Security, medicare, medicaid, medi-cal, and other governmental programs, or civil or military service.

(12) To do all things and enter into all transactions necessary to provide for my personal care and to maintain my customary standard of living; to provide suitable living quarters for me; and to hire and compensate household, nursing and other employees as the agent considers advisable for my well being. The above shall specifically include but not be limited to the authority to pay the ongoing costs of maintenance of my present and future residence, such as interest, taxes, repairs; to procure and pay for clothing, transportation, medicine, medical care, food and other needs; and to make arrangements, enter into contracts and commit my resources on my behalf with respect to provision of residential care for me in a convalescent hospital, skilled nursing home, or other alternative residential facility.

It is my desire to continue to live in my residence as long as I am physically able, notwithstanding the possibility that alternative housing may be recommended by the agent or third parties. I authorize and direct the agent to take such steps as are necessary to honor my expressed desire, including, but not limited to, modifying the premises, hiring home care providers, or taking such other measures as the agent considers advisable under the circumstances.

(13) To sign and deliver a valid disclaimer under the Internal Revenue Code and the California Probate Code, and when in my

agent's judgment, my family's best interests would be served; to that end, to hire and to pay for legal and financial counsel to help you decide whether to file that disclaimer.

(14) To execute a waiver of account in any probate or conservatorship proceeding.

(15) To borrow and to lend, secured or unsecured, for the purposes stated in this ARTICLE II, and to pledge any of my assets for that borrowing.

(16) As to any sales or loans you make of my assets, to have the absolute and final discretion as to their terms.

(17) To make gifts of cash or other property on the principal's behalf outright, to or in trust for charities, the principal's children and their issue; the principal's parents, brothers, sisters; or those persons who are the beneficiaries under the principal's will or revocable trust, whether or not any such gift is consistent with my prior pattern of giving to such donee(s). The gifts may be greater than or equal to the full extent of the federal annual gift tax exclusion in effect from time to time, including the donee annual exclusion under Internal Revenue Code section 2503(b) or any successor statute, and for such purposes to remove the principal's assets from any grantor revocable trust of which the principal is a grantor. My attorney-in-fact shall have the power to direct the Trustee of the revocable trust of which I am a Settlor to transfer the asset(s) to be gifted out of the trust to my attorney-in-fact for the purpose of making the gifts.

(18) If I, the principal, am residing in or will be residing in a skilled nursing facility or convalescent home, then my attorney-in-fact shall have the power to transfer my interest in my residence to my children and their issue; my parents, brothers, sisters; or those persons who are the beneficiaries under the principal's will or revocable trust. My attorney-in-fact shall have the authority to take all steps necessary to make me eligible for medi-cal benefits.

(19) To sign and deliver a deed that changes my property

interest from or to any of these designations: Joint Tenancy, Tenants-in-Common, and Separate Property.

(20) As to any retirement plan or account, including but not limited to IRA's and annuities, CALPers, LRS, JRS, STRS, all military retirements and all County Employee's Retirement Systems -to select various payment options; make beneficiary designations under retirement plans; except that my agent shall not be the beneficiary unless my agent is my child or grandchild, my parent, brother, or sister or the beneficiary under my Will or living trust; change any existing beneficiary designation; make voluntary contributions to those plans; make rollovers of plan benefits into other retirement plans; borrow from those plans if authorized by the plan; sell assets to or purchase assets from the plan if authorized by the plan; and to do any other act which I can do with respect to the plan.

(21) To have access to all safe deposit boxes in the principal's name or to which the principal is an authorized signatory; to contract with financial institutions for the maintenance and continuation of safe deposit boxes in the principal's name; to add to and remove the contents of all such safe deposit boxes; and to terminate contracts for all such safe deposit boxes.

(22) To bring suit against any bank, savings and loan association, or other person or entity that fails or refuses to honor this power of attorney.

(23) To bring suit or defend any action on my behalf.

(24) To use any credit cards in the principal's name to make purchases and to sign charge slips on behalf of the principal as may be required to use such credit cards; and to close the principal's charge accounts and terminate the principal's credit cards under circumstances where the agent considers such acts to be in the principal's best interest.

(25) To arrange for the care, veterinary treatment as needed and disposition of my pets.

(26) To make arrangements for my funeral and burial in

accordance with my wishes.

(27) To create an irrevocable trust and to fund this trust with my assets for the purpose of qualifying me for medical benefits.

ARTICLE III  
POWERS YOU SHALL NOT HAVE

YOU SHALL NOT HAVE ANY POWER:

(1) To use my assets to pay for your legal obligations that include but are not limited to the support of your dependents.

(2) To exercise any of the powers of the Trustee under an irrevocable trust of which you are Settlor (Trustor or Grantor) and of which I am Trustee.

(3) To exercise any incident of ownership over any life insurance policy that I own and that insures your life.

(4) To make a Will for me or a Codicil to my Will.

(5) To revoke my Will or Codicil.

(6) To make health care decisions for me unless I have also given you a Durable Power of Attorney for Health Care.

ARTICLE IV  
MISCELLANEOUS

4.1 My heirs, successors, and assigns are bound by your acts under this document.

4.2 I recommend and urge you to confer with a California lawyer before you enter a transaction that under this Durable Power is not routine.

4.3 If protective proceedings for my estate are hereafter commenced, I hereby nominate MARY JEAN PARVIN to serve as the conservator of my estate and if MARY JEAN PARVIN is unable to serve then I nominate TIFFANY ANDERSON to serve as the conservator of my estate shall serve without bond.

4.4 I agree that any third party who receives a copy of this



document may consider the copy to be an original. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

4.5 The agent's signature under the authority granted in this power of attorney may be accepted by any third party or organization with the same force and effect as if the principal were personally present and acting on the principal's own behalf.

#### SIGNING

After my lawyer explained to me the importance of the powers I delegate to my Attorney-in-Fact in this document, I, the Principal, sign this Durable Power of Attorney on the date shown below my signature.

I understand the importance of this durable power of attorney and recognize that my agent has been granted broad power to hold, administer, and control my assets, and recognize that this durable power of attorney will become effective immediately on execution and will continue indefinitely, even if I later become incapacitated, until specifically revoked by me or terminated by my death.

PRINCIPAL'S NAME: SHIRLEY H. JOHNSON  
SIGNATURE *Shirley H. Johnson*  
DATED 10-19-10, at Lodi, California

#### DECLARATION OF LAWYER FOR PRINCIPAL

I declare under penalty of perjury under the laws of California that the following is correct: (1) I am a lawyer authorized to practice law in the State of California; (2) The principal of this Durable Power of Attorney was my client at the time this Durable Power of Attorney was executed; (3) I have advised my client concerning her rights in connection with this Durable Power of Attorney and the applicable law and the

consequences of signing or not signing this Durable Power of Attorney; (4) My client, after being so advised, has executed this Durable Power of Attorney; (5) my client communicated to me that she wanted to give these powers to the Attorney-in-Fact.

SIGNATURE *Shirley H. Johnson*

Signed on 10/19/2010 at Lodi, CA

ADDRESS 118 W. Oak Street  
Lodi, CA 95240

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN JOAQUIN )  
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On October 19, 2010 before me, Yolanda Tovar, a Notary Public, personally appeared SHIRLEY H. JOHNSON, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

*Yolanda Tovar*  
(Signature)

(Seal)

