Karen Johnson Davidson County
Batch# 1426253 DEEDQC
05/28/2026 08:19:30 AM 30 pgs
Fees: $152.00 Taxes: $0.00
20260528-0048247

This Instrument Prepared By:
Momentum Title, LLC
1704 Charlotte Avenue, Suite 105
Nashville, Tennessee 37023

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer for tax purposes is $0.00.

Affiant

JIM MYERS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Subscribed and sworn to before me, this the 27th day of May, 2026.

Notary Public
My Commission Expires: 11-8-2028

Address New Owner	Send Tax Bills To:	Map-Parcel Number
Deanna Lynn Broocke-Koerper Zachary James Koerper 603 Rosebank Avenue Nashville, TN 37206	Same Address	08308014500

QUITCLAIM DEED

For good and valuable consideration, the receipt and legal sufficiency of which are hereby irrevocably acknowledged, **Deanna Lynn Broocke-Koerper and Zachary James Koerper**, joint tenants in common (collectively, "Grantors"), convey and quitclaim unto **Deanna Lynn Broocke-Koerper and Zachary James Koerper**, joint tenants with the right of survivorship (collectively, "Grantees"), all their right, title, and interest in the following described real estate in Davidson County, Tennessee:

BEING Lot No. 25, on the plan of Rosewood Heights, Section 1, of record in Book 2133, page 38, Register's Office Davidson County, Tennessee, to which reference is hereby made for a more particular description thereof.

Being the same property conveyed to Deanna Lynn Broocke-Koerper and Zachary James Koerper from Mark A. West and wife, Dana C. West, and Kristy West, unmarried, by Warranty Deed dated June 28, 2019 and recorded on July 17, 2019 in Instrument No. 20190717-0069695, in the Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Mark A. West and wife, Dana C. West, and Kristy West, unmarried from Mark A. West and wife, Dana C. West by Warranty Deed dated November 12, 2008, and recorded on November 19, 2008 in Instrument No. 20081119-0114034, in the Register's Office for Davidson County, Tennessee.

This deed is executed on behalf of Deanna Lynn Broocke-Koerper by Zachary James Koerper, her attorney-in-fact, pursuant to that certain *Durable General Power of Attorney*, executed February 13, 2020. The affidavit of said attorney-in-fact is attached as Exhibit A hereto and incorporated herein by reference. The referenced power of attorney is attached as Exhibit B hereto and incorporated herein by reference.

This is improved property known as 603 Rosebank Avenue, Nashville, Tennesee 37206. This property is not a primary residence of Grantors and as such is not subject to any homestead, dower or other marital interest as contemplated by T.C.A. § 26-2-307 or other similar statutes. The purpose of this deed is to amend the vesting to include a surivorship interest.

Grantors covenant that they are lawfully seized and possessed of said real estate, have good right and lawful authority to convey the same, and that said property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the premises.

GRANTORS, BY EXECUTION OF THIS QUITCLAIM DEED, AND GRANTEES, BY ACCEPTANCE OF AND/OR FILING OF THIS QUITCLAIM DEED, HEREBY ACKNOWLEDGE THAT THIS DEED WAS PREPARED FROM INFORMATION FURNISHED BY ZACHARY JAMES KOERPER. PREPARER MAKES NO REPRESENTATION AS TO THE STATUS OF THE TITLE OR ACCURACY OF THE LEGAL DESCRIPTION HEREIN, NO TITLE INSURANCE IS PROVIDED, AND NO TAX ADVICE HAS BEEN PROVIDED IN CONNECTION WITH THIS CONVEYANCE.

IN WITNESS WHEREOF, Grantors executed this Quitclaim Deed on the 27 day of May, 2026.

Deanna Lynn Broocke-Koerper, by Zachary James Koerper, her Attorney-in-Fact

Deanna Lynn Broocke-Koerper, by Zachary James Koerper, her Attorney-in-Fact

Zachary James Koerper

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 27th day of May, 2026, before me personally appeared Zachary James Koerper, known to me or who otherwise proved with satisfactory evidence to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed on behalf of himself and on behalf of Deanna Lynn Broocke-Koerper in his capacity as Attorney-in-Fact.

Notary Signature
My Commission Expires: 11-8-2028

JIM MYERS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT A

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The undersigned Affiant, Zachary James Koerper, being first duly sworn, deposes and says as follows:

1. That the document to which this affidavit is exhibited is executed by the undersigned as Attorney-in-Fact for Deanna Lynn Broocke-Koerper, the principal thereon shown.

2. That this execution is proper and within the scope of the Power-of-Attorney referenced in the instrument.

3. Pursuant to the provisions of Tennessee Code Annotated § 34-6-105(c), of the Uniform Durable Power of Attorney Act, the undersigned Affiant certifies that at the time of execution of said documents, the Affiant had no knowledge or notice of the termination of the Power-of-Attorney, either by revocation or by the principal's death, disability, or capacity.

Zachary James Koerper

WITNESS my hand and seal at office this 27th day of May, 2026.

Notary Public
My Commission Expires: 11-8-2027

JIM MYERS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT B

DURABLE GENERAL POWER OF ATTORNEY

OF

DEANNA L. BROOCKE-KOERPER

Prepared by:

GOODSON MANLEY LAW & LEGACIES PLLC
5090 North 40th Street, Suite 200
Phoenix, Arizona 85018
(602) 252-0188

DURABLE GENERAL POWER OF ATTORNEY

"GPA"

PART 1.
IDENTIFICATION

Purpose and Preamble. I, DEANNA L. BROOCKE-KOERPER, born February 27, 1948, execute this Durable General Power of Attorney as a companion to my other Estate Planning and Wealth Preservation documents. This document grants broad power to the Agents listed below. I have been advised of the latitude that this document grants to my Agents. With this knowledge, I have selected these Agents because I trust that they will take the powers, duties and potential liabilities seriously, and that they will act with my best interests in mind. I hereby revoke all prior GPAs, if in existence, and make this my GPA.

DBK

Principal Initials

1.1. **Effective Date**. January 1, 2020.

1.2. **County and State of Execution**. Maricopa County, Arizona.

1.3. **Expiration Date**. Unlimited.

1.4. **Agents (Name, Relation)**.

1.4.1. My designated Agents, in order of priority, are as follows:

1.4.1.1. ZACHARY BROOCKE-KOERPER, my son.

1.4.1.2. LINDA BROOCKE-DANIELS, my sister.

1.4.2. **Passing Authority to Successor Agent**. If at any time and for any reason any above-designated Agent fails, ceases to act or resigns as my Agent (hereinafter the "Retired Agent"), and all earlier-designated Agents (i.e., Agents with higher priority) are unable or unwilling to act for a period of 30 days or more, then the Agent designated immediately following the Retired Agent shall be authorized to act.

1.4.3. **Resumption of Control by Earlier-Designated Agent**. If an earlier-designated Agent that had previously failed or ceased to act later decides to resume

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responsibility as my Agent (hereinafter the "Revived Agent"), the then-acting Agent (who is designated later down the list from the Revived Agent) shall relinquish control in favor of the Revived Agent and the Revived Agent shall assume control as my Agent under this instrument.

1.4.4. **Commencement of Court Proceedings**. This instrument may be enforced by any court of competent jurisdiction. The first designated Agent who is able and willing to act at the time of the court proceeding is hereby nominated to be appointed by such court. Any designated Agent who seeks to be appointed to act by such court when there is another designated Agent with higher priority who is able and willing to act at the time, shall pay all court costs and legal fees necessary to have the earlier designated Agent appointed as my Agent. This provision is intended to prevent a designated Agent with lower priority from subverting my intentions as expressed herein that my Agents shall be designated in the order that I have listed, with the earlier-listed Agents having priority for appointment by any Court.

PART 2.
EXECUTIVE SUMMARY AND OBJECTIVE

2.1. **Bearer Document and Verification of Bearer Agent's Authority**. This GPA is a bearer document. Any one of the above listed Agents bearing an original or a certified true copy of this GPA shall have all the powers contained in this GPA, without any proof of the reason why another designated Agent is not available, provided that Agent has signed an *Acceptance by Agent of Responsibilities of Durable General Power of Attorney* form, which shall be attached to the bearer's original GPA or certified true copy of the GPA. The powers of the bearer and the authenticity of this instrument may be verified by contacting my current Estate Planning Attorney. Revocation of this instrument, if any, shall have been communicated by me to the Attorney who holds the original of this document, if I do not hold the original myself.

2.2. **Objective, Purpose, Intent and Executive Summary**. My intent and objective in executing this GPA is to vest my Agent with all powers necessary to deal with my property that may not be in Trust, to sign contracts for me, and to handle my personal affairs and medical needs, to any extent that is not covered by Medical Powers of Attorney I may have previously executed, while I am incapacitated, when I am geographically not present to handle my affairs, or if I am missing and cannot be located. I intend that this document be effective in every place in the world. This provision supplements and is not intended to conflict with any *Durable Living Will* or *Durable Power of Attorney for Health Care, Heath Care Proxy and Medical Directive, hereinafter MPA*, *Durable Mental Heath Care Power of Attorney, hereinafter MHPA*, or *Authorization for Release of Health Care Records Pursuant to HIPAA and Other Laws, hereinafter HIPAA*, that I may execute or have executed. In the event there is a conflict between any of the foregoing instruments, this GPA shall control.

2.3. **Appointment of Agent**. I appoint the above named person as my Agent to act as the true and lawful attorney for me and in my name, place, and stead as hereafter set forth.

2.4. **Resignation or Removal of Agent**. My Agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to the Trustee of my Revocable Living Trust, if I have such a Trust, and absent such person then to any person with whom I am residing or who has the care and custody of me or to my Personal Representative. In addition to communicating resignations as set forth above, the Agent shall record the resignation with the County Recorder where this GPA was first recorded.

2.4.1. **Removal of Agent Upon Incapacity**. In addition, the incapacity of my Agent shall be deemed a resignation by such individual as Agent. For purposes of this paragraph, a person's incapacity shall be deemed to exist when the person's incapacity has been declared by a court of competent jurisdiction, or when a Conservator for such person has been appointed by a court of competent jurisdiction, or upon presentation of a certificate executed by two physicians licensed to practice in the state of such person's residence which states that, in the physicians' opinions, the person is incapable of caring for himself and is physically or mentally incapable of managing his personal or financial affairs. The effective date of such incapacity shall be the date of the decree adjudicating the incapacity, the date of the decree appointing the Conservator, or the date of the physicians' certificate, as the case may be.

2.4.2. **Priority of Interpretation and Use of Medical Care Documents**. In order to be sure that I have immediate emergency medical care, I have provided authorization for this in five documents: my Durable Living Will, my Durable Medical Power of Attorney, my Durable Mental Health Care Power of Attorney, Authorization for Release of Health Care Records Pursuant to HIPAA and Other Laws, and this Durable General Power of Attorney. Some medical practitioners look to one or the other of these documents for their guidance. I want the medical practitioners or hospitals to respond to whichever document they are comfortable with for directions. However, I intend that (1) the terms of my Durable Living Will and the surrogates named therein be paramount in any situation where I am dying, (2) the terms of my Durable Medical Power of Attorney and the named agents be paramount in any situation where purely medical care is the issue, (3) the terms of my Durable Mental Health Care Power of Attorney and the named agents be paramount for any situation involving mental health care, (4) the terms of my Authorization For Release of Health Care Records Pursuant to HIPAA and Other Laws to guide disclosures, and (5) the terms of this Durable General Power of Attorney and the named agents be paramount on non-medical business, finance, and administrative matters requiring action on my behalf.

2.5. **Duty to Render Accountings**. My Agent must render quarterly accounting during my lifetime to either me (assuming I am not incapacitated), the Trustees of my Revocable Trust (if any) or to my current Estate Planning Attorney, and a final accounting to the Trustees of my Revocable Trust (if any) or the personal representative of my Estate, if any is appointed, after my death.

PART 3.
GENERAL STATEMENT OF POWERS

3.1. **General Statement of Powers**. My Agent shall have all the powers incident to a General Power of Attorney under the common law of my domicile and applicable state statutes and shall also have full authority to take any actions necessary or incident to the execution of these powers, as fully as I could do if personally present. For purposes of clarification, and not as a limitation of this grant of powers, these powers shall include:

3.1.1. **Accounts and Monies**. To draw and deposit monies from bank accounts belonging to and in my name; to enter and use the contents of those accounts and any safety deposit box for my use and benefit. To open, close or modify any accounts in my name or in the name of any Estate document enforce. To ask, demand, sue for, recover, collect, and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities, and demands whatsoever, as are now or shall hereafter become due, owing, payable, or belonging to me, and to have, use, and take all lawful ways or means, in my name or otherwise, for the recovery thereof by legal process; and to compromise and agree for, and grant acquittance or other sufficient discharges for me and in my name.

3.1.2. **To Process Transactions for Principal**. To make, sell and deliver, bargain, contract, agree, purchase, receive, and take lands, tenements, hereditaments, and accept the seizing and possessing of all lands, and all deeds and other assurances in the law thereof; to lease, let, demise, bargain, sell, remise, release, convey, mortgage, and hypothecate lands, tenements, hereditaments, upon such terms and conditions and under such covenants as my Agent shall think fit; also to bargain and agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares and merchandise, choses in action, and other property in possession or in action.

3.1.3. **To Execute Instruments for Principal**. To make, receive, endorse, exercise, acknowledge, deliver, possess, do, and transact all and every kind of business of whatever nature and kind for and in Agent's name and as Agent's act and deed; and to sign, seal, execute, deliver, and acknowledge such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of sale, indentures, hypothecations, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, bonds, stock certificates, proxies, warrants, conversion rights, commercial paper, receipts, releases and judgments, securities, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan, or other institutions or associations, proofs of loss, evidences of debt, releases, and satisfactions of mortgages, liens, judgments, security agreements, and other debts and obligations, and such other instruments in writing, of whatever kind and nature, as may be necessary or proper in the exercise of the rights and powers herein granted.

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PART 4.
SPECIFIC STATEMENT OF POWERS

My Agent shall have all the powers incident to a General Power of Attorney under the common law of my domicile and statutes of the state of execution and shall also have full authority to take any actions necessary or incident to the execution of these powers, as fully as I could do if personally present. For purposes of clarification, and not as a limitation of this grant of powers, these powers shall include:

4.1. **Access Safety Deposit Boxes**. To have access to any safe deposit box containing articles owned by me or by me with others (including authority to have it drilled), to remove the contents therefrom, and to terminate the lease (if applicable) of the box.

4.2. **Appoint Ancillary Agent**. To appoint one or more agents to act in another jurisdiction under this GPA (such agent or agents being hereinafter referred to in the aggregate as my *Ancillary Agent*). Agent from time to time and at any time may appoint one or more Ancillary Agents if at any time Agent deems it necessary or desirable in his discretion. In making such appointment, Agent may sign, execute, deliver, acknowledge, and make declarations in any documents (including living wills, declarations desired for natural death, HIPAA documents, health care declarations, or powers of attorney) as may be necessary, desirable, convenient, or proper to effectuate any such ancillary appointment. Agent may grant to any Ancillary Agent some or all the powers, duties, and authorities granted hereunder but may not grant to any such Ancillary Agent powers that are inconsistent with or different from those powers granted to Agent hereunder.

4.3. **Bank and Investment Accounts**. To establish accounts for me of all kinds, including investment, brokerage, checking and savings, with financial institutions of any kind, including but not limited to banks and other financial institutions; to modify, terminate, make deposits to and write checks on or make withdrawals and wires from and grant security interests in all accounts in my name or with respect to which I am an authorized signatory (except accounts held by me in a fiduciary capacity), whether or not any such account was established by me or for me by Agent; also to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; to contract for any services rendered by any bank or financial institution.

4.4. **Borrow on Credit**. To borrow money for any purpose which Agent deems advisable, to pledge my credit, to incur debts on my account in favor of any creditor and to pay reasonable interest on such borrowings or indebtedness.

4.5. **Buy**. To buy every kind of property — real, personal, intangible, and/or mixed — upon such terms and conditions as Agent shall deem appropriate; to obtain options with respect to such purchases; to arrange for appropriate disposition, use, safekeeping, and/or insuring of any such property; to buy United States Government bonds redeemable at par

in payment of the federal estate tax imposed at my death; to borrow money for the purposes described herein and to secure such borrowings in such manner as Agent shall deem appropriate; to use any credit card held in my name to make such purchases and to sign such charge slips as may be necessary to use such credit cards; to repay from any funds belonging to me any money borrowed and to pay for any purchases made or cash advanced using credit cards issued to me.

4.6. **Conduct Business**. To make application for licenses or any other matter or thing on my account and to pay any fee for the same out of my funds; to vote any shares of stock and to issue proxies and consents with respect thereto; to continue or to permit the continuation of any business in which I have any interest, for whatever period of time my Agent deems advisable. This power includes the power (a) to invest additional sums in any such business; (b) to act as or to select other persons to act as Directors, Officers, or other employees of any such business; and (c) to make other arrangements with respect to the business as my Agent deems advisable.

4.6.1. **Continue Business Operation**. Agent will also have the power to continue the operation of any business (including a ranch, farm or rental property) belonging to me or in which I have a substantial interest, for such time and in such manner as Agent shall deem appropriate, including but not limited to hiring and discharging my employees, paying my employees' salaries, and providing for employee benefits; employing legal, accounting, financial, and other consultants; continuing, modifying, terminating, renegotiating, and extending any contractual arrangements with any person, firm, association, or corporation whatsoever made by me or on my behalf; executing business tax returns and other government forms required to be filed by my business; paying all business related expenses; transacting all kinds of business for me in my name and on my behalf; contributing additional capital to the business; changing the name and/or the form of the business; incorporating the business; entering into such partnership agreement with a person who, as Agent, shall deem appropriate; joining in any plan of reorganization, consolidation, or merger of such business; selling, liquidating, or closing out such business at such time and upon such terms as Agent shall deem appropriate and representing me in establishing the value of any business under "Buy-Out' or "Buy-Sell" agreements to which I may be a party; to create, continue, or terminate retirement plans with respect to such business and to make contributions which may be required by such plans; to borrow and pledge business assets; to exercise any right, power, privilege, or option I may have or may claim under any contract of partnership whether as a general, special, or limited partner; to modify or terminate my interest upon such terms and conditions as Agent may deem appropriate; to enforce the terms of any such partnership agreement for my protection, whether by action, proceeding or otherwise as Agent shall deem appropriate; to defend, submit or arbitrate, settle or compromise any action or other legal proceeding to which I am a party because of my membership in such partnership.

4.7. **Construction and Ratification**. To do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done in the exercise of any power herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that

my Agent, or my Agent's substitute or substitutes, shall lawfully do or cause to be done by virtue of this GPA and the rights and powers herein granted. I ratify and confirm all that my Agent shall lawfully do or cause to be done by virtue of this GPA.

4.8. **Deal with Property**. To maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens, mortgages or deeds of trust, and hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, on such terms and conditions and under such covenants as my Agent shall deem proper.

4.8.1. **Real Property**. With respect to real property (including but not limited to my personal residence and any real property I may hereafter acquire or receive) to lease, sublease, release; to eject, remove, and relieve tenants or other persons from, and recover possession by all lawful means; to accept real property as a gift or as security for a loan; to collect, sue for, receive and receipt for rents and profits and to conserve, invest, or utilize any and all of such rents, profits, and receipts for the purposes described in this paragraph; to do any act of management and conservation; to pay, compromise, or contest tax assessments and to apply for refunds in connection therewith; to employ laborers; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements over; to maintain, protect, repair, preserve, insure, build upon, demolish, alter, or improve all or any part thereof; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real property from a lien; to sell and to buy real property; to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by Agent.

4.8.2. **Personal Property**. With respect to personal property, to lease, sublease, and release; to recover possession by all lawful means; to collect, sue for, receive and receipt for rents and profits therefrom; to maintain, protect, repair, preserve, insure, alter, or improve all or any part thereof; to sell and to buy the same or other personal property; to mortgage, pledge, and/or grant other security interests in any personal property or intangibles now or hereafter owned by me, whether acquired by me or for me by Agent.

4.8.3. **To Access Digital Assets**. To take any action with respect to any digital assets held by me as my Personal Representative shall deem appropriate, including but not limited to accessing, handling, distributing, disposing of, or otherwise exercising control over or exercising any right (including the right to change a term-of-service agreement or other governing instrument) with respect to such digital assets.

4.9. **Discharge or Continue Services**. To continue or discharge any services or duties assumed or paid by me, prior to the creation of this GPA or thereafter, to any of my relatives, friends or service providers.

4.10. **Discharge Services**. To continue the discharge of any services or duties assumed by me, prior to the creation of this GPA or thereafter, to any of my relatives or friends.

4.11. **Do Acts Necessary for Living**. To do all acts necessary for maintaining my customary standard of living, including, by way of illustration and not by way of restriction, the power to provide living quarters by purchase, lease, or by other contract, or by payment of the operating and maintenance costs, including interest, amortization payments, repairs, and taxes, of premises owned by me, provide domestic help for the operation of the household, provide usual vacations and usual travel expenses, provide usual educational facilities, and to provide funds for all my current living costs, including, among other things, shelter, clothing, food, and incidentals.

4.12. **Exercise Powers**. To exercise or perform any act, power, duty, right, or obligation whatsoever that I now have, or may hereafter acquire, including the legal right, power, or capacity to exercise or perform, in connection with, arising from, or relating to any person, item, transaction, thing, business, property, real or personal, tangible or intangible, or matter whatsoever.

4.13. **File Governmental Papers**. To prepare, execute, and file all tax, social security, unemployment insurance, and information returns required by the laws of the United States or of any state or subdivision thereof, or of any foreign government; to prepare, execute, and file all other papers and instruments which the Agent shall deem to be desirable or necessary to safeguard me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation, and to pay, compromise, contest, or apply for refunds in connection with any taxes or assessments for which I may be liable.

4.14. **Handle Transportation**. To continue whatever provision has been made by me, prior to the creation of this GPA or thereafter, for my transportation, including by way of illustration but not by way of restriction, the power to license, insure, and replace any automobiles owned and customarily used by me.

4.15. **Health Care Decisions**. To make any medical, surgical, dental, or other body care decisions regarding my health and well-being. This GPA gives the Agent the power to instruct any physician, paramedic, medical personnel, health care facility, or other person dealing with my health to perform or give me medical care or treatment or refrain from doing so as requested by the Agent. If I have previously executed an MPA, an MHPA, HIPAA Authorization or a Durable Living Will where Agents are different than this GPA, then any information released shall be to the Agents denominated in that MPA, HIPAA Authorization or MHPA.

4.15.1. **Authorization for Release of Records or Information**. I want my Agent and surrogate to have all information about myself and my condition. Therefore I authorize the disclosure to my Agent by all health care providers and all "covered entities" as that term is defined under the "Privacy Regulations", promulgated under the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), or any other legal restrictions, of all of my personal health information (including, but not limited to "protected health information", as that term is defined under the Privacy Regulations), in order to afford my Agent the broadest access to my personal health information and financial

information, without limitation. Further, I hereby authorize all physicians and psychiatrists who have treated me, and all other health care providers and "covered entities", including hospitals, to release to my Agent all information or photocopies of any and all records, which my Agent may request. I hereby authorize my Agent to execute any releases that may be required to obtain such information. I hereby waive all privileges or privacy rights under HIPAA, which may be applicable to such information and records and to any communication pertaining to me and made in the course of any confidential relationship recognized by law. My Agent may also disclose such information to such persons as my Agent shall deem appropriate and may consent to disclosure of such information and records to others.

4.16. **Hire Persons**. To hire, discharge, or compensate any attorney, accountant, CPA, expert witness, or other assistant or assistants when the Agent thinks such action to be desirable for the proper execution by the Agent of any power described in this GPA, and for the keeping of needed records thereof, and to confer both ministerial and discretionary powers and duties, and to pay reasonable compensation for these services.

4.17. **Maintain Affiliations**. To continue payments incidental to my membership or affiliation in any church, club, society, order, or other organization and to continue contributions thereto, in the discretion of my Agent.

4.18. **Make Investments**. To invest my funds in such properties as Agent deems advisable, investments in preferred and common stocks of any kind or class of any corporation, investment trusts, and share of a common trust fund, bonds, promissory notes, debentures, or other obligations (secured or unsecured); leases, mortgages, or other interests in real estate; in any limited or general partnership, sole proprietorship, or other business enterprise, however organized and for whatever purpose (whether or not productive at the time of investment); commodities contracts of all kinds; interest in trusts, investments trusts, whether of the open and/or closed fund types, and participation in common or collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or by Agent; to establish, utilize, and terminate savings and money market accounts with financial institutions of all kinds; to establish, utilize, and terminate accounts (including margin accounts) with securities brokers; to establish, utilize, and terminate managing agency accounts with corporate fiduciaries; to employ, compensate, and terminate the services of financial and investment advisors and consultants.

4.19. **Miscellaneous**. To open, read, respond to, and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue, or initiate my membership in organizations and associations of all kinds; to take and give or deny custody of all of my important documents, including but not limited to my Will, Codicils, Trust Agreements, deeds, leases, life insurance policies, contracts, and securities and to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, any interest of mine, or to any person for whom I am responsible; to house or provide for housing, support, and

maintenance of any animals or other living creatures that I may own and to contract for and pay the expenses of their proper veterinary care and treatment; and if the care and maintenance of such animals or other living creatures shall become unreasonably expensive or burdensome, in Agent's opinion, to irrevocably transfer such animals to some person or persons willing to care for and maintain them.

4.20. **Nominate Guardian/Conservator**. To nominate in a probate court or petition a Guardian or Conservator of my person, including my Agent, it being my intent that the holder of this power shall retain full power over all my financial affairs; and to nominate as Guardians the persons who have been named as Agent under my existing MPA or MHPA in the order of priority set forth in that document and to nominate as Conservators the persons who have been given GPAs. If Principal has executed a Will designating a Guardian and a Conservator, the designations in that Will shall prevail over all other nominations.

4.21. **Payments for Support**. To disburse funds to pay for my support, maintenance, and medical care and to pay for the support, maintenance, education, and medical care of any person to whom I owe an obligation of support or whom I have undertaken to support, in the same manner and in accordance with the same standard of living as I may have provided in the past (adjusted if necessary by circumstances and inflation), including but not limited to the payment of real property taxes, payments on loans secured by my residence, maintenance of my residence, food, clothing and shelter, medical, dental and psychiatric care, normal vacations and travel expenses, education (including education at vocational and trade schools, training in music, stage, arts and sports, special training provided at institutions for the mentally or physically handicapped, undergraduate and graduate study in any field at public or private universities, colleges or other institutions of higher learning) and in providing for such education to pay for tuition, books, and incidental charges made by the education institutions, travel costs to and from such institutions, room and board, and a reasonable amount of spending money.

4.22. **Payments for Taxes**. To pay any and all taxes, of any nature whatsoever, required by the laws of the United States, of any state or subdivision thereof, or of any foreign government, and to borrow funds from time to time with which to pay any such taxes from any person or corporation for such periods of time and upon such terms and conditions as my Agent may deem proper, and to secure such loans by the pledge, hypothecation or mortgage of any property owned by me.

4.22.1. **Represent Principal In Tax Matters**. Agent may also represent me in all tax matters; prepare, sign, and file federal, state and/or local income, gift and other tax returns of all kinds, including, where appropriate, joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time to file returns and/or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts, including the tax court, regarding tax matters, and any and all other tax related documents, including but not limited to consents and agreements or any successor section thereto, and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service and/or any state and/or

local taxing authority with respect to any tax years; to pay taxes due; collect and make such disposition of refunds as Agent shall deem appropriate; post bonds; receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; to allocate any generation-skipping tax exemption to which I am entitled, and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods before all officers of the Internal Revenue Service and state and local authorities and in any and all courts; to engage, compensate and discharge attorneys, accountants and other tax and financial advisors and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have in interest or responsibility.

This power includes preparing, signing, filing and paying federal, state, and local income, gift, sales or excise tax return, and extensions and waivers of applicable periods of limitation, filing protests and petitions to administrative agencies and courts, and filing any tax related documents, including any power of attorney form required by the Internal Revenue Service and any other state or local taxing authority with respect to any tax year. I intend for this instrument to be the equivalent of any Internal Revenue Service Form or other similar form used by state and local taxing authorities.

4.23. **Process Claims**. To appear, answer, and defend in all actions and suits whatsoever which shall be commenced against me and also, for and in my name, to compromise, settle, and adjust with each and every person or persons, all actions, accounts, dues, and demands, subsisting or to subsist between me and them or any of them, in such manner as my Agent shall deem proper.

4.24. **Process Employment Benefits**. My Agent shall have the power to establish one or more "individual retirement accounts" or other retirement plans or arrangements in my name.

In connection with any pension, profit sharing or stock bonus plan, individual retirement arrangement, Roth IRA, annuity or account, § 457 plan, 529 plan, or any other retirement plan, arrangement or annuity in which I am a participant or of which I am a Beneficiary, whether established by my Agent or otherwise, (each of which is hereinafter referred to as "such Plan"), my Agent shall have the following powers, in addition to all other applicable powers granted by this instrument.

4.24.1. To receive and endorse checks or other distributions to me from such Plan, or to arrange for the direct deposit of the same in any account in my name or in the name of any Trust which I am the Trustee or Grantor of.

4.24.2. To elect a form of payment of benefits from such Plan, to withdraw benefits from such Plan, to make contributions to such Plan and to make, exercise, waive or consent to any and all elections and/or options that I may have regarding the

contributions to, investments or administration of, or distribution or form of benefits under such Plan.

4.24.3. To designate my Beneficiaries of any benefits payable under such Plan on account of my death.

4.25. **Process Transactions**. To request, ask, demand, sue for, recover, collect, receive, hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, any and all documents of title, choses in action, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, as now are, or shall hereafter become, owned by, or due, owing, payable, or belonging to me or in which I now have or may hereafter acquire any interest whatsoever; to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recovery thereof; and to adjust, sell, compromise, and agree for the same, and in my name, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same, whether under seal or otherwise.

4.26. **Purchase and Deal with Insurance.** To make application for insurance policies, to pay any fee or premium for the same out of my funds and, in regard to any life insurance policies, to exercise any and all rights or incidents of ownership in such policies.

4.27. **Sell**. To sell any and every kind of property that I may own now or in the future — real, personal, intangible, and/or mixed — including, without being limited to, contingent and expectant interests, marital rights, and any rights of survivorship incident to joint tenancy or tenancy by the entirety, upon such terms and conditions and security as Agent shall deem appropriate and to grant options with respect to sales thereof; and to make such disposition of the proceeds of such sale or sales (including expending such proceeds for my benefit) as Agent shall deem appropriate. Agent may sell personal property listed on a personal property list incorporated in my *Last Will and Testament* or properties listed as a special distribution in Principal's Trust, only as a last resort.

4.28. **Sign Documents and Incur Costs**. To sign, execute, endorse, sell, acknowledge, deliver, and file or record instruments and documents, including but not limited to contracts, agreements, and conveyances of real and personal property, instruments granting and perfecting security instruments and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions, and certificates. In addition, any agent of mine who has the authority to incur costs on my behalf may render the documents supporting such costs to Agent as agent who has been granted the authority to pay such costs or to any Trustee of any Revocable Living Trust of mine, or any Personal Representative, or Guardian or Conservator who has authority to pay such costs and the recipient thereof (i.e., Agent as my agent with authority to pay or my Trustee) shall promptly pay such costs. My Agent, Trustee, Guardian or Conservator is authorized to sign such

document individually, and the signature of one on such document is sufficient for either or both to act hereunder.

4.29. **Sign Disclaimers**. To make such qualified disclaimers which meet the statutory requirements, as amended from time to time, or of any subsequently enacted Code which corresponds to all or any portion of any gift or devise I would otherwise receive, as in the circumstances the Agent considers advisable.

4.30. **Transfer Assets to Trust**. To transfer assets to any Revocable Trust established by me, as now or subsequently amended, under which I am Grantor. To facilitate any such transfer or transfers, the Agent shall have the following powers:

4.30.1. **To Assign, Transfer, and Deliver**. To assign, transfer, and deliver all cash, bonds, stocks, securities, annuities, and other property of any kind, real or personal, owned by me to the Trustee or the Trustee's nominee.

4.30.2. **To Withdraw Any Funds**. To withdraw any funds standing to my credit or to my credit jointly with others in any bank, savings and loan association, or other financial institution and to pay the sums withdrawn to the Trustee.

4.30.3. **To Endorse and Deliver**. To endorse and deliver to the Trustee any checks, drafts, certificates of deposit, notes, or other instruments for the payment of money owing to me.

4.30.4. **To Convey**. To convey to the Trustee or as Trustee directs, any real estate, interest in real estate, or beneficial interest in a Trust holding real estate, which I may own or possess.

4.30.5. **To Designate Trustee as Beneficiary or Owner**. To designate the Trustee as beneficiary or owner of any life insurance policies, employee benefit plans, or individual retirement plans owned by me or in which I have an interest.

4.30.6. **To Execute and Deliver**. To execute and deliver any assignment, stock power, deed, or other instrument which the Agent deems necessary or appropriate to carry out and effectuate this GPA, to sign my name to any instrument pertaining to or required in connection with the transfer of my property to the Trustee, and to give full receipts and discharges.

4.30.7. **To Create or Amend Revocable Trusts**. To create or amend Revocable Trusts in my name conforming to or incorporating by reference the provisions of my latest validly executed Will.

4.31. **Power of Attorney as Trustee**. If I am serving as a Trustee of any Revocable or Irrevocable Trust when this GPA is in effect, my designated Agents shall have all the powers set forth in this GPA to act for me in my fiduciary capacity as Trustee while this

GPA is in force. This GPA then shall also serve as a GPA from me as Trustee to my Agents to act as Trustee on my behalf.

4.32. **Transact Business**. To lease, purchase, sell, exchange and acquire, and to agree, bargain, and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any real or personal property whatsoever, tangible or intangible, or interest therein, that I now own or may hereafter acquire, on such terms and conditions, and under such covenants, as my Agent shall deem proper.

4.33. **Borrow and Use Credit Cards.** To borrow money and to secure such borrowing in such a manner as my Agent shall deem appropriate. My Agent is authorized to use any credit card held in my name to make such purchases and to sign such charge slips as may be necessary to use such credit cards.

4.34. **Create, Fund, Amend, and Terminate Trusts**. My Agent is authorized to execute and amend a Revocable Trust agreement, to transfer property to the Trustee, to withdraw or receive income or corpus of any Trust that has been created by me or for my benefit, change or designate a trustee and to exercise any right that I may now have or later obtain in any such Trust.

4.35. **Power to Disclaim, Renounce, Release, or Abandon Property Interest**. My Agent is authorized to renounce, disclaim, release, or abandon any property or interest in property to which I am or may become entitled, whether by gift, testate, or intestate succession.

4.36. **Provide Support for Others**. My Agent is authorized to support any person whom I have undertaken to support or to whom I owe an obligation of support, in the same manner as I may have provided in the past, adjusted if necessary by circumstances and inflation.

4.37. **Sue Third Parties Who Fail to Act Pursuant to This GPA**. If any third party (including stock transfer agents, title insurance companies, banks, credit unions, and savings and loan associations) with whom my Agent seeks to transact refuses to recognize my Agent's authority to act on my behalf pursuant to this GPA, I authorize my Agent to sue and recover from such third party all resulting damages, costs, expenses, and attorney's fees that are incurred because of such failure to act. The costs, expenses, and attorney's fees incurred in bringing such action shall be charged against my general assets, to the extent that they are not recovered from said third party.

4.38. **Waiver for Acts of Omission**. My Agent, if acting in good faith, is hereby released and discharged from any and all civil liability and from all claims or demands made by me or my heirs and assigns arising out of acts or omissions of my Agents, except for willful misconduct and gross negligence.

4.39. **To Execute Estate Documents**. My Agent is authorized to execute any Estate documents that require execution to continue my legacy plan, if any, and which are in my best interest.

PART 5.
MISCELLANEOUS PROVISIONS

5.1. **Affidavit by Agent**. Any party dealing with my Agent may rely upon as conclusively correct an affidavit of Agent that (a) the powers of my Agent are then in effect, (b) the action the Agent desires to take is within the scope of the authority of the Agent granted under this instrument, (c) Principal was competent at the time this instrument was executed, (d) this instrument has not been revoked, and/or (e) the Agent continues to serve as my Agent.

5.1.1. **Reliance on Affidavit**. No person who relies upon any affidavit that this instrument specifically authorizes the Agent to execute and deliver to such person shall incur any liability to Principal, Principal's estate, Principal's heirs or assigns for permitting the Agent to exercise this authority. Nor shall any person who deals with the Agent be responsible to determine or insure the proper application of funds or property.

5.2. **Amendments**. I retain the right to revoke or amend this GPA and to substitute other Agents in place of my Agent. Amendment to this GPA shall be made in writing by me (not by my Agent) and shall be attached to the original of this GPA and recorded in the same county or counties as the original if the original is recorded.

5.3. **Declaration of Validity at Any Place and Under Any Circumstances**. I declare this to be my GPA under the provisions of any state or country I may be in at the time of my incapacity and that this GPA shall not be affected or revoked by my disability.

5.4. **Durable Document - Treatment as Such**. This instrument is to be construed and interpreted as a Durable General Power of Attorney (GPA). Being durable, the Agent continues to retain all power during any period of disability of the Principal. The enumeration of specific rights, acts, or powers herein is not to be construed or interpreted as limiting or restricting the powers herein granted to my Agent.

5.5. **Exoneration of Agent**. My Agent shall be deemed to have acted within Agent authority; to have exercised reasonable care, diligence, and prudence; and to have acted impartially as to all persons interested in the assets of my estate unless the contrary is proved by affirmative evidence.

5.6. **Governing Law**. All questions pertaining to validity, interpretation, and administration of this power shall be determined in accordance with the laws of the state set forth in the caption of this instrument. To the extent permitted by law, this instrument shall be applicable to all property of mine, real, personal, intangible and mixed, wherever

and in whatever state of the United States or foreign country the situs of such property is at any time located and whether such property is now owned by me or hereafter acquired by me or for me by Agent.

5.7. **Incapacity - Determination of**. For all purposes under this GPA, a person shall be deemed "incapacitated" if that person declares himself/herself to be incapacitated; the person becomes subject to involuntary confinement; the person disappears for thirty or more days as determined by my Agent; or upon certification by two (2) physicians (licensed to practice under the laws of the state where the person is a resident at the time of the certification and one of whom shall be the person's attending physician) that the person is unable to properly care for himself/herself or his/her affairs. If the person is away from his/her state of residence, then any three physicians selected by that person's Agent may certify in writing that the person is incapacitated.

5.7.1. **Capacity Regained**. After a person is determined to be incapacitated, that person shall be deemed to have regained capacity upon certification by three physicians (licensed to practice under the laws of the state where the formerly incapacitated person was a resident at the time of incapacity) that the person is then capable of properly caring for himself/herself or his/her affairs.

5.8. **Interpretation**. Whenever any word is used in this Agreement in the masculine gender, it shall also be construed as being used in the feminine and neuter genders, and singular usage shall include the plural, and vice versa, all as the context shall require.

5.9. **Photocopies and E-mails**. Agent is authorized to make photocopies, facsimiles and send and receive e-mails of this instrument as frequently and in such quantity as Agent shall deem appropriate. Each photocopy, facsimile and e-mail shall have the same force and effect as any original.

5.10. **Powers - Limitations on**. The Agent (1) has no incident of ownership in and no authority over any life insurance policies where I am the owner and my Agent is the life insured; (2) has no authority over any Irrevocable Trust where I am the Trustee and my Agent is the Grantor; (3) shall not disburse funds or property of mine in any manner which discharges a legal obligation of my Agent, nor shall my Agent make any gifts to my Agent in excess of the current annual gift tax exclusion per calendar year unless the Agent complies with the provisions of Paragraph "6.1" (*Make Gifts*); (4) may not write wills or other testamentary documents for me or may not revoke those documents; (5) shall be prohibited from disclaiming assets to which Principal would otherwise be entitled if the effect of this disclaimer is to cause these assets to pass in any one calendar year directly or indirectly to Agent or the estate of Agent; and (6) shall not exercise any fiduciary powers that the Principal now holds or may hereafter acquire.

5.11. **Revocation**. I hereby revoke all prior GPAs that I may have executed. This GPA may be revoked by giving actual written notice to anyone dealing with my Agent or by recording a Revocation of General Power of Attorney with the County Recorder in the county or counties in which this Power was originally recorded. If this GPA is not revoked

within six months from its effective date by recording a Revocation, it shall be considered to be renewed and effective for additional six-month periods until either revoked by recording a Revocation of General Power of Attorney or expired pursuant to the expiration date. My failure to record this Revocation shall be construed as a renewal of the GPA.

5.12. **Severability**. If any provision of this GPA is found to be invalid for any reason, such invalidity shall not affect any of the other provisions of this GPA, and all invalid provisions shall be wholly disregarded.

5.13. **Termination - Reservation of Rights**. I reserve the right at any time while competent to terminate all rights, powers, and authority under this GPA by giving notice in writing to my Agent that such power is terminated. Such rights, powers, and authority shall remain in full force and effect until I give notice that they are terminated.

5.14. **Third Party Reliance**. For the purpose of inducing any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party to act in accordance with the powers granted in this GPA, I hereby represent, warrant, and agree that:

5.14.1. **No Liability If Revoked**. If this GPA is revoked or amended for any reason, I, my estate, heirs, successors, and assigns will hold such party or parties harmless from any loss suffered or liability incurred by such party or parties acting in accordance with this GPA prior to that party's receipt of written notice of any such termination or amendment.

5.14.2. **No Liability for Relying on Agent's Powers**. The powers conferred on the Agent by this GPA may be exercised by the Agent alone and the Agent's signature or act under the authority granted in this GPA may be accepted by third parties as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf.

5.14.3. **No Liability for Actions of Agent**. No person who acts in reliance upon any representation the Agent makes as to the scope of the Agent's authority granted under this GPA shall incur any liability to me, my estate, heirs, successors, or assigns for permitting my Agent to exercise any such power. Nor shall any person who deals with my Agent be responsible to determine or ensure the proper applications of funds or property.

5.14.4. **Right of Agent to Sue If Third Party Refuses to Honor**. The Agent shall have the right to seek appropriate court orders mandating acts which Agent deem appropriate if a third party refuses to comply with actions taken by Agent which are authorized by this GPA, or enjoining acts by third parties which Agent has not authorized. In addition, Agent may bring legal action against any third party who fails to comply with actions I have authorized my Agent to take and demand damages, including punitive damages, on my behalf for such noncompliance.

5.15. **Waiver of Duty to Produce Income and Avoid Transactions with Agent**. Agent shall have no responsibility to make my property produce income, to increase the value of my estate or to diversify my investments. Agent shall have no liability for entering into transactions authorized by this instrument with Agent in Agent's individual capacity, so long as Agent believes in good faith that such transactions are in my best interests or the best interests of my estate and those persons interested in my estate. Agent shall be eligible to serve in all other fiduciary capacities, for me or my benefit, including, but not limited to, serving as Trustee, Guardian, Conservator, Personal Representative, Executor, and/or Administrator.

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Specific Consent Powers Which May Benefit Agent

6.1. **Make Gifts**. To make such gifts to include the forgiveness of debt to any relatives, friends or descendants (including my Agent) as in the circumstances the Agent considers advisable; but total gifts (including any gifts made by or for me) to any donee in any calendar year shall not exceed the largest amount which then qualifies for the annual per donee or lifetime exclusions allowed for federal gift tax purposes under Internal Revenue Code, considering the split gift election, and shall be made only if my financial needs can reasonably be met and to make gifts to qualified 501(C)(3) tax-exempt charitable organizations on my behalf and to honor my charitable pledges; and to make gifts in addition to the gifts qualifying for the annual and/or lifetime exclusions, whether outright or in trust, to those persons who are named in the Principal's Last Will and Testament and Trusts where the Principal is Grantor as Beneficiaries thereunder or are named Beneficiaries of other assets of Principal such as life insurance, pension benefits, joint accounts, and the like in accordance and consistent with the testamentary plan of the Principal as set forth in Principal's Last Will and Testament or Trusts where the Principal is Grantor (including the last-dated list disposing of tangible personal property that is referenced in the Principal's Last Will and Testament) and pursuant to Beneficiary designations or payable-on-death designations with respect to the Principal's assets in effect at the time so long as these gifts would be in the best interests of the Principal and those interested in the Estate of the Principal. Notwithstanding the foregoing, the Agent shall not be authorized to make gifts to their own self. The first named successor Agent who is able and willing to serve is hereby appointed special Agent with authority to make gifts to the then acting Agent if the acting Agent is eligible to receive such a gift under the terms of this paragraph, if status as acting Agent is disregarded, and if the acting Agent has determined that gifts to persons with the same degree of kinship to the Principal as the acting Agent would be in the best interests of the Principal. All gifts may be made outright, in trust or to any Guardian, Conservator or custodian of an eligible donee. Gifts are not required to be in equal amounts and are not required to be made to all eligible donees.

I have specifically read the paragraph contained in this box and have affirmed the substance of this paragraph in front of witnesses. We all initial below as evidence of this.

Principal Initials **Witness Initials** **Witness Initials** **Witness Initials**

Specific Consent Powers Which May Benefit Agent

6.2. **Compensation to Agent**. I want my Agents to be reasonably compensated for the services the Agent renders on my affairs so that the Agent will not be penalized for the time the Agent spends on my behalf. The Agent may be paid reasonable hourly compensation for the time the Agent spends by presenting a time sheet designating – (1) the date the Agent performed services for me, (2) the services performed, and (3) the time spent – to the attorney or CPA handling my affairs at the time of my disability or to me at a time when I am not disabled. Upon written approval, the Agent may expend my funds to pay for these services. It is my intention that my Agent, in addition to being reasonably compensated for the services rendered on my behalf, be reimbursed for any expenses paid by the Agent which were incurred on my behalf. Reasonable compensation shall not exceed the hourly wage or salary equivalent which the Agent customarily receives in his or her regular employment. Reimbursement shall include, but is not limited to, monies paid for medications (whether prescribed or purchased over the counter), medical co-payments or residuals, fees for medical, nursing and caregiver services or laboratory work, household or personal incidentals, automobile maintenance and repair, lawn services or landscaping, fees for professional services (such as an attorney, CPA or financial advisor), maintenance and repair of my residence and care of my pets. Benefits authorized to be received by my Agent shall include any imputed rent deemed to exist due to any arrangement, agreement or understanding between my Agent and me which allows my Agent to live rent-free in my residence or other property owned by me.

I have specifically read the paragraphs contained in this box and have affirmed the substance of these paragraphs in front of witnesses. We all initial below as evidence of this.

Principal Initials	Witness Initials	Witness Initials	Witness Initials

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Specific Consent Powers Which May Benefit Agent

6.3. **Qualification for Medicaid or Other Governmental Benefits**. My Agent is authorized to utilize all lawful means and methods to recover such assets and rights, qualify me for and claim benefits provided by a governmental agency or body, to include Medicaid, Medicare, Supplemental Social Security, and Social Security Disability Insurance. This authority includes converting my assets into assets that do not disqualify me from receiving such benefits and to make gifts in accordance with the gifting authority granted elsewhere in this instrument. My Agent is directed to consider all rules, regulations and statutes regarding disqualification or other adverse actions that may result from such gifting.

6.4. **Retirement Assets and Insurance Contracts**. My Agent is authorized to manage any interest that I may have in any retirement asset or insurance contract, which shall include any interest that I may have in any qualified retirement plan, annuity or account, such as any pension, annuity or other plan or account governed by ERISA, CSRS or FERS, any IRA, SEP-IRA or SIMPLE IRA, any tax-sheltered annuity, any deferred compensation plan, any modified endowment contract or any MSA. The authority to manage any such interest shall include making any elections or undertaking other acts which are required under applicable law to create, maintain or enhance any tax-advantaged status of my interest. The authority shall include authorizing the timing and amount of any distributions from the retirement asset or insurance contract. The authority shall include authorizing payment for premiums for any insurance contract. However, this authority is limited to the extent that my Agent does **not** have the authority to change the name of any beneficiary in any retirement asset or insurance contract.

I have specifically read the paragraphs contained in this box and have affirmed the substance of these paragraphs in front of witnesses. We all initial below as evidence of this.

RBK
Principal Initials

Witness Initials

ASP
Witness Initials

MG
Witness Initials

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WARNING TO PERSONS EXECUTING THIS DURABLE GENERAL POWER OF ATTORNEY

This is an important legal document. It creates a Durable General Power of Attorney. Before executing this document, you should know these important facts:

- This document may provide the person you designate as your Agent with broad powers to dispose, sell, convey, and encumber your real and personal property.
- These powers will exist for an indefinite period of time unless you limit their duration in this document. These powers will continue to exist notwithstanding your subsequent disability or incapacity.
- If there is anything in this document which you do not understand, you should ask an attorney to explain it to you.
- You have the right to revoke or terminate this GPA at any time by (a) recording a revocation in the public office designated for that purpose on this GPA and (b) directly notifying your Agent and anyone who may be dealing with your Agent with respect to your property or other matters.

DA
Principal Initials

IN WITNESS WHEREOF, I, the Principal, execute this document, intending it to be effective on the date hereinabove first stated. I understand (1) this document gives my Agent serious powers over me and my assets; (2) the powers continue even after I am disabled; and (3) I can revoke and cancel this document at any time. Further, I, the Principal, sign my name to this GPA on the Date Signed below, and being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my GPA and that I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the GPA and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.

13 February 2020
Date and Time Signed
4:40 p.m.

Deanna L. Broocke-Koerper
DEANNA L. BROOCKE-KOERPER,
Principal

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The foregoing instrument, consisting of 25 pages, including this page and the following page(s), was at the date thereof by the Principal signed, sealed, published, and declared to be Principal's Durable General Power of Attorney in the presence of us who, at Principal's request and in Principal's presence and in the presence of each other, have signed the same as witnesses thereto. THE WITNESSES ALSO AFFIRM THAT THEY ARE NOT THE NOTARY PUBLIC, ARE NOT RELATED TO THE PRINCIPAL BY BLOOD, MARRIAGE, OR ADOPTION AND ARE NOT PERSONS INVOLVED WITH THE MEDICAL CARE OF THE PRINCIPAL, AND ALSO AFFIRM THAT THEY ARE NOT A HEALTH CARE PROVIDER FOR PRINCIPAL OR AN AGENT OF, EMPLOYEE OF, OR IN ANY WAY CONNECTED WITH A HEALTH CARE PRACTITIONER OR PROVIDER FOR PRINCIPAL. FURTHER, WE THE WITNESSES, SIGN OUR NAMES TO THE FOREGOING GPA BEING FIRST DULY SWORN AND DO DECLARE TO THE UNDERSIGNED AUTHORITY THAT THE PRINCIPAL SIGNS AND EXECUTES THIS INSTRUMENT EITHER IN HIS/HER OWN HANDWRITING OR MARK OR SIGNED IN THE PRINCIPAL'S NAME BY SOME OTHER INDIVIDUAL IN THE PRINCIPAL'S CONSCIOUS PRESENCE AND AT THE PRINCIPAL'S DIRECTION AS HIS/HER GPA AND THAT HE/SHE SIGNS IT WILLINGLY, OR WILLINGLY DIRECTS ANOTHER TO SIGN FOR HIM/HER, AND THAT WE, IN THE PRESENCE AND HEARING OF THE PRINCIPAL, SIGN THIS GPA AS WITNESS TO THE PRINCIPAL'S SIGNING AND THAT TO THE BEST OF OUR KNOWLEDGE THE PRINCIPAL IS EIGHTEEN YEARS OF AGE OR OLDER, OF SOUND MIND, AND UNDER NO CONSTRAINT OR UNDUE INFLUENCE.

Margaret A. Yourch
Signature of Witness

603 Rosebank Ave Nashville, TN 37206
Address of Witness
5090 N. 40th St. Suite 200
Phoenix, Arizona 85018

Signature of Witness

Address of Witness
5090 N. 40th St. Suite 200
Phoenix, Arizona 85018

Signature of Witness

Address of Witness

STATE OF ARIZONA }
ss
County of Maricopa }

ACKNOWLEDGMENT AND VERIFICATION
OF PRINCIPAL AND WITNESSES

On 2·13·20 before me, Blake Moscatello, the undersigned Notary Public, personally appeared DEANNA L. BROOCKE-KOERPER, the above-subscribed Principal and Morgan Yazh, Andrea Perez, Michele Gilley, the above-subscribed witnesses, respectively, known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument. These persons, being first duly sworn, did hereby declare to the undersigned Notary Public that Principal signed and executed this instrument in the presence of the witnesses either in their own handwriting or mark or signed in the Principal's name by some other individual in the Principal's conscious presence and at the Principal's direction; Principal signed willingly or directed another to sign for Principal; Principal executed it as Principal's free and voluntary act for the purposes therein expressed; each of the witnesses, in the presence of the Principal, signed this document as witnesses; and, to the best of their knowledge, or upon information and belief, Principal was at the time 18 or more years of age, of sound mind, and under no constraint or undue influence. The witnesses have declared under penalty of perjury that the Principal was in that condition at the time of signing this instrument and that this instrument was subscribed, sworn to, and acknowledged before me by the principal and witnesses.

BLAKE WILLIAM JOSEPH MOSCATELLO
Notary Public - Arizona
Maricopa County
Commission # 572321
My Comm. Expires Nov 21, 2023

Notary Public

202605280048247

This Acceptance Must NOT Be Signed Until This MPA Is Used By Agent.

ACCEPTANCE BY AGENT OF RESPONSIBILITIES OF THE DURABLE GENERAL POWER OF ATTORNEY FOR HEALTH CARE, HEALTH CARE PROXY, AND MEDICAL DIRECTIVE (MPA)

At this time, when I first use this MPA on behalf of the Principal, DEANNA L. BROOCKE-KOERPER, I affirm I have read this entire document, agree to abide by its terms, and I am unaware that the Principal has revoked this MPA. I sign with my official signature as evidence of its authenticity for comparing it with what I sign.

DATED: August 19, 2022 By _____
Signature of Agent

STATE OF TN
County of Davidson } ss.

ACKNOWLEDGMENT OF AGENT

On this date, Aug 19, 2022, the foregoing instrument was acknowledged before me by Zach Broocke, who acknowledged that he/she is the person named herein and that he/she executed the foregoing instrument for the purposes contained therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

AUDDIE MALIK COUSINS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires Nov. 6, 2026

_____
Notary Public

202605280048247

I, Kirsten Virden, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 5-27-2026 (date of document).

Kirsten Virden

Affiant Signature

Date: 5-27-2026

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 27 day of May, 2026.

Rachel Marie Collins

Notary's Signature

MY COMMISSION EXPIRES: 3-21-2028

Notary's Seal (if on paper)

