

Power of Attorney Instructions for Clovis Clark

Read & review

Review the document carefully. State law requires that this document is completed by hand. There are important instructions in the document. There may be additional sections for you to complete by initialing, providing additional information, or selecting which options you want to apply.

Complete the required info

Add the required info for each agent you wish to designate. Add any other information and complete any other required sections throughout the document.

Notify your agents

Make sure your agent(s) understand their responsibilities and are aware of their role.

Sign & notarize

Sign with a witness and a notary. The witness should not be related to you or named anywhere in your estate plan. Store the original signed copy in a safe place. You can give your agent(s) a copy of the final signed form to use, if needed.

Disclaimer

Trust & Will is not a law firm and does not provide legal advice. While Trust & Will strives to ensure all of our documents are accurate and complete, they are not a substitute for the advice of a qualified attorney.

Durable Power of Attorney for Clovis Clark

Designation of Agent

I, Clovis Clark, of 2057 E Escondido Pl, Casa Grande, AZ, 85122 appoint:

Agent's name: _____

Agent's address: _____

– AND – *(optional)*

Agent's name: _____

Agent's address: _____

as my agent (attorney-in-fact) to act for me in any lawful way, as provided in this Power of Attorney.

Designation of Successor Agent(s) – Optional

When multiple agents are serving under this Power of Attorney, if any agent ceases to serve as my agent due to death, resignation, incapacity, or any other reason, then the remaining agent or agents shall continue to serve in that capacity. If all of the agents cease to serve as my agent due to death, resignation, incapacity, or any other reason, then I name the following individuals to act as my successor agent, individually and in the order named:

Backup Agent's name _____

Backup Agent's address _____

– AND – *(optional)*

Backup Agent's name _____

Backup Agent's address _____

– AND – *(optional)*

Backup Agent's name _____

Backup Agent's address _____

Multiple Agents

When multiple agents are serving jointly under this Power of Attorney, all of them must sign or act together.

Durability

This power of attorney is durable and shall not be affected by my subsequent disability or incapacity, or by the lapse of time. I intend the powers granted to my agent in this Power of Attorney to be exercisable by my agent even if I am adjudicated to be totally or partially incapacitated by a court.

Powers of Agent

I grant my agent general authority to act for me with respect to any matters and any affairs. In addition, my agent is authorized to act for me and in my name and may exercise any of the powers described below:

A. Real Property Transactions

My agent may exercise any power I have with respect to any real property or interest in real property that I own. My agent may: (1) demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property; (2) sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property; (3) pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of mine or a debt guaranteed by me; (4) release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted; (5) manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by me, including insuring against liability or casualty or other loss; obtaining or regaining possession of or protecting the interest or right by litigation or otherwise; paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property; (6) use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which I have, or claim to have, an interest or right; (7) participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including selling or otherwise disposing of them; exercising or selling an option, right of conversion, or similar right with respect to them; and exercising any voting rights in person or by proxy; (8) change the form of title of an interest in or right incident to real property; and (9) dedicate to public use, with or without consideration, easements or other real property in which I have, or claim to have, an interest.

These powers and authorities also apply to any homestead property I own. If I am married, my agent may not mortgage, convey, transfer, or encumber my homestead property without the written consent of my spouse or the legal representative of my spouse.

B. Tangible Personal Property Transactions

My agent may exercise any power I have with respect to any tangible personal property or interest in tangible personal property that I own. My agent may: With regard to tangible personal property transactions, my agent may exercise all of the following powers: (1) demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property; (2) sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or, otherwise dispose of tangible personal property or an interest in tangible personal property; (3) grant a security interest in tangible personal property or an interest in tangible personal property as security to

Durable Power of Attorney for Clovis Clark

borrow money or pay, renew, or extend the time of payment of my debt or a debt guaranteed by me; (4) release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on my behalf, with respect to tangible personal property or an interest in tangible personal property; (5) manage or conserve tangible personal property or an interest in tangible personal property on my behalf, including insuring against liability or casualty or other loss; obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise; paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments; moving the property from place to place; storing the property for hire or on a gratuitous bailment; and using and making repairs, alterations, or improvements to the property; and (6) change the form of title of an interest in tangible personal property.

C. Investment Transactions

My agent has broad and general authority and may (1) buy, sell, and exchange stocks and bonds or any other investment instruments; (2) establish, continue, modify, or terminate an account with respect to stocks and bonds or any other investment instruments; (3) pledge stocks and bonds or any other investment instruments as security to borrow, pay, renew, or extend the time of payment of a debt of mine; (4) receive certificates and other evidence of ownership with respect to stocks and bonds or any other investment instruments; and (5) exercise voting rights with respect to stocks and bonds or any other investment instruments in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote; and (6) buy, sell, trade, or deal with any futures and options of any type related to stocks and bonds or any other investment instruments.

As used in this Power of Attorney, "investment instruments" refers to any stocks, bonds, mutual funds, or other securities; any types of financial instruments; any types of futures or option contracts, mutual funds, money market funds, hedge funds, private equity funds, venture capital funds, or other manner of investment, whether held directly, indirectly, or in any other way, including in any entity or trust.

D. Banking and Other Financial Institution Transactions

My agent has broad and general authority and may (1) continue, modify, and terminate an account or other banking arrangement made by me or on my behalf; (2) establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by my agent; (3) contract for services available from a financial institution, including renting a safe deposit box or space in a vault; (4) withdraw, by check, order, electronic funds transfer, or otherwise, money or property of mine deposited with or left in the custody of a financial institution; (5) receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them; (6) enter a safe deposit box or vault and withdraw or add to the contents; (7) borrow money and pledge as security any of my personal property necessary to borrow money or pay, renew, or extend the time of payment of a debt of mine or a debt guaranteed by me; (8) make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of mine or payable to me or to my order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person and pay it when due; (9) receive for me and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument; (10) apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and (11) consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

E. Business Operation Transactions

My agent may exercise any power I have with respect to business operation transactions. My agent has broad and general authority and may: (1) operate, buy, sell, enlarge, reduce, or terminate an ownership interest; (2) perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that I have, may have, or claim to have; (3) enforce the terms of an ownership agreement; (4) initiate, participate

Durable Power of Attorney for Clovis Clark

in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which I am a party because of an ownership interest; (5) exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option I have or claim to have as the holder of stocks and bonds; (6) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which I am a party concerning stocks and bonds; (7) put additional capital into an entity or business in which I have an interest; (8) join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business; (9) sell or liquidate all or part of an entity or business; (10) establish the value of an entity or business under a buy-out agreement to which I am a party; (11) prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments; and (12) pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect me from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of this Power of Attorney.

Additionally, with respect to an entity or business owned solely by me, my agent has broad and general authority and may: (A) continue, modify, renegotiate, extend, and terminate a contract made by me or on my behalf with respect to the entity or business before execution of the Power of Attorney; (B) determine the location of its operation; the nature and extent of its business; the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation; the amount and types of insurance carried; and the mode of engaging, compensating, and dealing with its employees and accountants, attorneys, or other advisors; (C) change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and (D) demand and receive money due or claimed by me or on my behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business.

F. Insurance Transactions

My agent may exercise any power I have with respect to insurance transactions. My agent has broad and general authority and may: (1) continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by me or on my behalf which insures or provides an annuity to either me or another person, whether or not I am a beneficiary under the contract; (2) procure new, different, and additional contracts of insurance and annuities for me and my spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment; (3) pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the agent; (4) apply for and receive a loan secured by a contract of insurance or annuity; (5) surrender and receive the cash surrender value on a contract of insurance or annuity; (6) exercise an election; (7) exercise investment powers available under a contract of insurance or annuity; (8) change the manner of paying premiums on a contract of insurance or annuity; (9) change or convert the type of insurance or annuity with respect to which I have or claim to have authority described in this section; (10) apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on my life; (11) collect, sell, assign, hypothecate, borrow against, or pledge my interest in a contract of insurance or annuity; (12) select the form and timing of the payment of proceeds from a contract of insurance or annuity; and (13) pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

G. Estate, Trust, and Other Beneficiary Transactions

My agent may exercise any power I have with respect to estate, trust, and other beneficiary transactions. My agent has broad and general authority and may: (1) accept, receive, receipt for, sell, assign, pledge, or exchange

a share in or payment from an estate, trust, or other beneficiary transaction; (2) demand or obtain money or another thing of value to which I am, may become, or claim to be, entitled by reason of an estate, trust, or other beneficiary transaction, by litigation or otherwise; (3) exercise for my benefit a presently exercisable general power of appointment I hold; (4) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest; (5) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary; (6) conserve, invest, disburse, or use anything received for an authorized purpose; (7) transfer my interest in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by me as settlor; (8) reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from an estate, trust, or other beneficiary transaction.

As used in this Power of Attorney, "estate, trust, and other beneficiary transactions" refers to a trust, probate estate, guardianship, conservatorship, escrow, custodianship, other fiduciary relationship, or a fund from which I am, may become, or claim to be, entitled to a share or payment.

H. Claims and Litigation

My agent may exercise any power I have with respect to claims and litigation. My agent has broad and general authority and may: (1) assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value, recover damages sustained by me, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief; (2) bring an action to determine adverse claims or intervene or otherwise participate in litigation; (3) seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree; (4) make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind me in litigation; (5) submit to alternative dispute resolution, settle, and propose or accept a compromise; (6) waive the issuance and service of process upon me, accept service of process, appear for me, designate persons upon which process directed to me may be served, execute and file or deliver stipulations on my behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation; (7) act for me with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning me or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects my interest in property or other thing of value; (8) pay a judgment, award, or order against me or a settlement made in connection with a claim or litigation; and (9) receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

I. Personal and Family Maintenance

My agent may exercise any power I have with respect to personal and family maintenance. My agent has broad and general authority and may: (1) perform the acts necessary to maintain the customary standard of living of me and any individuals entitled to support; (2) make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which I am a party; (3) provide living quarters for any individuals entitled to support by purchase, lease, or other contract; or by paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by me or occupied by any individuals entitled to support; (4) provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for any individuals entitled to support;

(5) pay expenses for necessary health care and custodial care on behalf of any individuals entitled to support; (6) act as my personal representative pursuant to the Health Insurance Portability and Accountability Act, Sections 1171 through 1179 of the Social Security Act, 42 U.S.C. Section 1320d, as amended, and applicable regulations, in making decisions related to the past, present, or future payment for the provision of health care consented to by me or anyone authorized under the law of this state to consent to health care on my behalf; (7) continue any provision made by me for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for any individuals entitled to support; (8) maintain credit and debit accounts and open new accounts for the convenience of any individuals entitled to support; and (9) continue payments incidental to my membership or affiliation in a religious institution, club, society, order, or other organization or to continue contributions to those organizations.

The power and authority granted to my agent by paragraph (6) of this section relates only to my agent's authority to take action and make decisions regarding the payment for the provision of health care. This Power of Attorney conveys no authority to my agent to make any medical or health-care decisions for me.

As used in this Power of Attorney, "individuals entitled to support" refers to me, my spouse, my children, any individuals who are legally entitled to receive support from me, and any individuals that I have customarily supported or indicated an intent to support. Individuals entitled to support may include persons now living or born in the future. In determining whether I have customarily supported or indicated an intent to support any individuals, my agent may consider evidence that exists at any time before acting, even if that evidence arises after the date of this Power of Attorney.

J. Benefits From Certain Governmental Programs or Civil or Military Service

My agent may exercise any power I have with respect to benefits from certain governmental programs or civil or military service. My agent has broad and general authority and may: (1) execute vouchers in my name for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to me, including allowances and reimbursements for transportation of individuals entitled to support and for the shipment of household effects; (2) take possession and order the removal and shipment of my property from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose; (3) enroll in, apply for, select, reject, change, amend, or discontinue, on my behalf, a benefit or program; (4) prepare, file, and maintain a claim of mine for a benefit or assistance, financial or otherwise, to which I may be entitled under a statute or regulation; (5) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance I may be entitled to receive under a statute or regulation; and (6) receive the financial proceeds of a claim described in this section and conserve, invest, disburse, or use for a lawful purpose anything so received.

As used in this Power of Attorney, "benefits from certain governmental programs or civil or military service" refers to any benefit, program, or assistance provided under a statute or regulation, including Social Security, Medicare, and Medicaid.

K. Retirement Plan Transactions

My agent may exercise any power I have with respect to retirement plan transactions. My agent has broad and general authority and may: (1) select the form and timing of payments under a retirement plan and withdraw benefits from a plan; (2) make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another; (3) establish a retirement plan in my name; (4) make contributions to a retirement plan; (5) exercise investment powers available under a retirement plan; (6) borrow from, sell assets to, or purchase assets from a retirement plan; (7) receive, endorse, and cash payments from a retirement plan; and (8) request and receive information relating to me and my retirement plans.

Durable Power of Attorney for Clovis Clark

As used in this Power of Attorney, "retirement plans" refers to a plan or account created by me, an employer, or another individual to provide retirement benefits or deferred compensation of which I am a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code ("IRC"): (A) an individual retirement account under IRC Section 408; (B) a Roth individual retirement account under IRC Section 408A; (C) a deemed individual retirement account under IRC Section 408(q); (D) an annuity or mutual fund custodial account under IRC Section 403(b); (E) a pension, profit-sharing, stock bonus, or other retirement plan qualified under IRC Section 401(a); (F) a plan under IRC Section 457(b); and (G) a nonqualified deferred compensation plan under IRC Section 409A.

L. Tax Matters

My agent may exercise any power I have with respect to tax matters. My agent has broad and general authority and may: (1) prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under IRC Section 2032A, closing agreements, and any Power of Attorney required by the Internal Revenue Service or any state or other taxing authority with respect to a tax year upon which the statute of limitations has not run and 25 tax years after that tax year; (2) pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or any state or other taxing authority; (3) exercise any election available to me under federal, state, local, or foreign tax law; (4) act for me in all tax matters for all periods before the Internal Revenue Service or any state or other taxing authority; and (5) represent me, and appoint an agent or agents to represent me, before the Internal Revenue Service or any state or other taxing authority by completing, signing, and submitting IRS Form 2848 or any other governmental form.

M. Digital Assets

My agent may exercise any power I have with respect to digital assets. My agent has broad and general authority and may: (1) access, use, and control my digital assets; (2) access, modify, delete, control, and transfer my digital assets; (3) deal in any way that I could with any service providers related to any digital assets or any entities that hold any digital assets; and (4) access and utilize any user names, passwords, or other login information in order to access my digital assets and exercise any powers granted to my agent in this Power of Attorney.

As used in this Power of Attorney, "digital assets" includes any digital devices, such as computers, tablets, cell phones, smart phones, peripherals, or any similar digital devices which may exist now or in the future. "Digital Assets" also includes any digital communications, emails and email accounts, digital media, photos, videos, audio files, licensing, social network accounts, file sharing accounts, financial accounts, web domains, tax preparation service accounts, online shopping accounts, password management accounts, affiliate programs, and any other type of online account, digital account, or other digital items which may exist now or in the future.

General Power to Agent

I grant my agent full power and authority to act for me and in my name, in any lawful way, in all matters, and in all affairs. This authority does not include any authority to make health care decisions for me.

Additional Specific Powers

In addition to all other powers and authorities granted by this document, I additionally grant my agent full power and authority to:

- a. **Make Gifts:** My agent may make gifts of any of my property, outright, in trust, or otherwise, to my spouse, descendants or charitable organizations, up to the annual aggregate value, per donee, that

qualifies for the Federal gift tax exclusion. If I am married and if my spouse agrees to split gifts for Federal gift tax purposes, this limit is instead up to the annual aggregate value, per donee, that qualifies for the Federal gift tax exclusion when split with my spouse, considering any other gifts made by my spouse. For any gifts made to my agent or to anyone that my agent is legally obligated to support, the aggregate value of gifts in any calendar year shall not exceed \$5,000 or 5% of the total value of the assets subject to this power of attorney, valued as of the date of the gift.

- b. Transfer Property to Trust: My agent may transfer all or any part of my assets or interests in assets to any trust of which I am a settlor and beneficiary.
- c. Deal with Powers: My agent may exercise, release, or allow any powers I have to lapse, including any power of appointment or power to amend, revoke, or withdraw from any trust. The power to amend, revoke, or withdraw from any trust that I have created may only be exercised as provided in that trust document. My agent does not have the power to exercise any trustee powers of an irrevocable trust of which my agent is a settlor and not a trustee.
- d. Make Loans: My agent may loan my property to my spouse or descendants, their personal representatives, or trustees of any trusts for their benefit. These loans may be made on the interest and security terms that my agent deems appropriate.
- e. Deal with Retirement Accounts: My agent may take any action to establish any type of retirement account. My agent may contribute to any existing or new retirement account, rollover or transfer benefits into other retirement accounts, manage any retirement accounts, and make withdrawals as may be required by law or make any other withdrawals that may be necessary for my health, education, maintenance, and support. My agent may also apply for and make elections for any retirement account in which I am a participant, receive benefits, and distribute benefits to me or for my benefit, and designate or change beneficiaries on retirement accounts. My agent does not have the power to designate himself or herself as beneficiary on any retirement account, unless my agent is my spouse.
- f. Seek Judicial Enforcement: My agent may seek court orders that mandate acts that my agent deems appropriate, if necessary to compel a third party to comply with such acts. My agent may also seek court orders enjoining acts that my agent has not authorized. My agent may also sue or bring actions against any third party who fails to comply with the authorized acts and direction of my agent and my agent may seek damages of any type.
- g. Exercise Powers with Respect to Banking and Financial Institutions: My agent may exercise any powers granted with respect to banking and financial institutions under applicable law.
- h. Access and Manage Digital Assets: My agent may act on my behalf with respect to all digital assets and digital accounts, including electronic devices, electronic accounts, online accounts, email accounts, financial accounts, and any other type of electronic, digital, or online accounts or items. My agent has full authority to access and manage my digital assets, digital devices of any type, and online accounts, to the maximum extent permitted under applicable state and federal law.
- i. Other Acts: My agent may do anything I can do through an agent for the welfare of my spouse, descendants, dependents, pets, or to preserve relationships with my spouse, descendants, other relatives, friends, and organizations.

Limitations on Agent's Authority

In addition to the limits provided within the powers listed above, my agent is subject to the following limits and restrictions:

- a. Fiduciary Capacity: My agent shall exercise any powers granted by this document in a fiduciary capacity.
- b. Limits on Power to Appoint Assets: My agent does not have the power to give, assign, or disclaim any of my assets or interests to my agent or the estate of my agent or to creditors of my agent or the estate of my agent. My agent does not have the power to use any of my assets to discharge the legal obligations of my agent, other than any legal obligations to me or legal obligations that I also have. My agent is not limited from using my assets to discharge any legal obligation I have to my agent.

Compensation and Reimbursement

My agent is entitled to receive reasonable compensation for the services provided pursuant to this Power of Attorney. My agent is entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my agent on my behalf.

Additional Instructions

Notwithstanding any other provision of this document, my agent shall abide by the following instructions. To the extent that any of the following provisions limit the authority of my agent described above, the provisions below shall control and supersede any provisions listed above.

You may give special instructions on the following lines:

[illegible]

Durable Power of Attorney for Clovis Clark

Notwithstanding any provision herein to the contrary, any authority granted to my agent shall be limited so as to prevent this instrument from causing my agent to be taxed on my income (unless my agent is my spouse) and from causing my assets to be subject to a general power of appointment by my agent, as that term is defined in Section 2041 of the Internal Revenue Code.

Effective Date

This power of attorney is effective immediately unless I have stated otherwise in the Special Instructions.

Reliance on this Power of Attorney

Any third parties may rely upon a copy of this Power of Attorney that is certified by my agent to be a true and complete copy of the original to the same extent as if the third party had received an original of this Power of Attorney, unless that third party has actual knowledge it has terminated or is invalid.

Any third party may deal with my agent in any matters or transactions in the same manner and to the same extent that the third party would be able to deal with me in any such matters or transactions.

Any third parties who act in reliance on the representations of my agent shall be held harmless by me, my estate, the beneficiaries of my estate, and any joint owners of property from any losses actually suffered or liabilities actually incurred due to actions taken prior to receipt of any written notice of revocation, suspension, petition to determine my incapacity, termination in part or in whole, or my death.

Any action by my agent that is lawfully done as provided in this Power of Attorney is binding on me and my heirs, legal and personal representatives, and assigns. Any action done for me or on my behalf must be done in my name. In taking any action for me or on my behalf, my agent shall execute, sign, and endorse any instruments by writing my name, the name of my agent, and the phrase "as Agent" to designate that my agent is acting for me or on my behalf as my agent. For example:

(My Name) by (My Agent's Name) as Agent,

— OR —

(My Agent's Name) as Agent for (My Name)

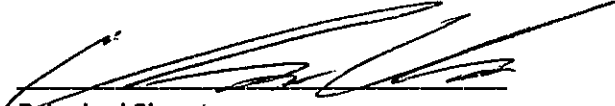
Liability of My Agent

My agent will not be liable for any acts or decisions made in good faith and made consistent with the powers, provisions, and limitations contained in this Power of Attorney. My agent is not relieved of liability for any breach of duty or any acts committed fraudulently, dishonestly, without proper motive, or with reckless indifference to me or the purposes of this Power of Attorney.

Durable Power of Attorney for Clovis Clark

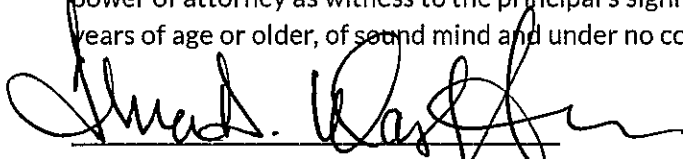
Signature by Principal

I, Clovis Clark, the principal, sign my name to this power of attorney this ____ day of _____ and, being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my power of attorney 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 power of attorney and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.


Principal Signature

Signature by Witness

I, Tina S. Washington, the witness, sign my name to the foregoing power of attorney being first duly sworn and do declare to the undersigned authority that the principal signs and executes this instrument as the principal's power of attorney and that the principal signs it willingly, or willingly directs another to sign for the principal, and that I, in the presence and hearing of the principal, sign this power of attorney as witness to the principal's signing and that to the best of my knowledge the principal is eighteen years of age or older, of sound mind and under no constraint or undue influence.


Witness Signature

Notary

State of Arizona
County of Pinal

Subscribed, sworn to and acknowledged before me by Clovis Clark,
the principal, and subscribed and sworn to before me by Tina S. Washington, witness,
this 24 day of November 2023


Signature of Notary Public

Gwendolyn Alice Hayes
Printed Name of Notary Public

My Commission expires 11-24-2024

Personalized Seal

