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**LAST WILL
AND
TESTAMENT**
of
Betty Louise Finley

COVER

**DARLING
LAW
OFFICES**

CHRISTIAN LAW AND PROFESSIONAL BLDG.
3697 ARLINGTON AVE.
RIVERSIDE, CALIF. 92506-3938
(909) 788-2889

Scott Edward Darling
a Professional Corporation

**ESTATE PLANNING
LIVING TRUSTS
INSURANCE TRUSTS
CHARITABLE TRUSTS
ASSET PROTECTION
CORPORATIONS
FAMILY PARTNERSHIPS**



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LAST WILL AND TESTAMENT of Betty Louise Finley

DIVISION MAIN PROVISIONS

ARTICLE DECLARATIONS

DECLARATION

The above named testator hereby declares the following:

TESTAMENTARY INTENT

This document is my will, and I revoke all other wills and codicils that I have previously made.

FAMILY DECLARATIONS:

Testator's Name:	Betty Louise Finley
Spouse's Name:	Clay Pearson Finley
Marital Status:	Married
Children:	
Testators and Spouses Mutual Children:	
Children living:	None
Deceased children:	None
Testators Separate Children:	
Children living:	Tammy La Vette Bermudez Delexstine Kendricks Jenell McLaurin Dexter Gene Kendricks, Jr. Georgetta Jones
Deceased children:	None
Spouses Separate Children:	
Children living:	Anthony Wayne Finley Clay Pearson Finley II
Deceased children:	None

ARTICLE INTENTS

PROPERTY SCOPE -- TESTAMENTARY DISPOSITION

I intend that this will dispose of all property subject to my testamentary power.



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10/12/2010 04:23:39 PM FILED/CERT

NO CONTRACT TO MAKE A WILL

I have neither entered into a contract to make wills nor entered into a contract not to revoke wills, and the similarity of the provisions of this will to the provisions of the will of any other person shall not be construed as evidence of any such contract.

**ARTICLE
DISPOSITION**

DISTRIBUTION

I give all of my estate to the trustee of that trust identified below which was executed essentially contemporaneously by myself as a trustor, to be held, administered, and distributed by the trustee according to the terms, conditions, and provisions of that trust including any amendments, modifications, or additions thereto made before my death:

**Family Trust of
Clay Pearson Finley
and
Betty Louise Finley**

If for any reason, the foregoing bequest lapses or fails, I give the residue of my estate to the trustee as provided for in the trust document, to be held, administered, and distributed according to the terms, conditions, and provisions of that trust document in the same manner as if such terms, conditions and provisions, as presently existing, had been set forth herein in full (unless I have specifically revoked such trust).



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DIVISION APPOINTMENTS

ARTICLE NOMINATION OF EXECUTOR

NOMINATION

The executor(s) and successor executors(s) for this instrument shall be those as indicated in the order and priority indicated below. The initial executor(s) shall be the one(s) indicated as number one. The others named shall be successor executor(s). Each successor executor(s) shall serve in the order designated if the prior executor(s) fail to qualify or ceases to act. The term "executor" shall include any personal representative of the estate.

If more than one executor is indicated under a numbered category then they shall serve as coexecutors. In the case of coexecutors, unless otherwise indicated, any remaining coexecutor shall serve before a following successor executor shall serve.

	Executor(s)	Relationship	Of City/Locality
1.	Tammy La Vette Bermudez	Daughter	Rialto, CA
2.	Dexter Gene Kendricks, Jr.	Son	San Bernardino, CA

END OF DIVISION



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DIVISION CONTEST AND DISINHERITANCE

ARTICLE NO CONTEST

CONTEST - DEFINED

Contest is defined as any lawsuit, action, proceeding, arbitration, or course of conduct which seeks to challenge, object, contest, attack, void, nullify, modify, alter, set aside or otherwise challenge or dispute any of the following:

- Any document, instrument, agreement, or other writing protected by these no contest provisions as set forth herein.
- Any other physical, electronic, or other recordation of any document or intent of trustors protected by these no contest provisions set forth herein.
- Any intent manifested or indicated by the trustor in connection with such document, agreement, or other writing or recordation.
- The gifts, devises, distributions, conditions, provisions, authority, and other matters related to a protected document as defined herein.

Contest includes any lawsuit, action, proceeding, arbitration, or conduct whether it is direct, indirect, collateral, or otherwise connected with, affiliated, associated, or otherwise related to a contest as defined herein for the purpose of aiding, supporting, abetting, assisting, cooperating with such contest.

Contest also includes aiding, supporting, cooperating, abetting, assisting, or helping any contest or contesting party with their contest as defined herein in any manner including but not limited to financially, physically, legally, factually, or otherwise.

Contest also includes any other lawsuit, action, proceeding, or conduct provided by law in addition to those defined herein.

TYPES OF DOCUMENTS - DEFINED

Document for the purpose of these no contest provisions includes but is not limited to all of the following:

- Writings
- Instruments
- Agreements
- Attachments
- Addendum
- Amendments
- Codicils
- Lists
- Instructions
- Beneficiary designation
- Changes of ownership
- Changes of title
- Retirement or investment plans
- Any physical, electronic, or other recordations

DOCUMENTS AND ITEMS PROTECTED - DEFINED

Documents, instruments, agreements, writings, recordations, provisions and other items, conduct, and intent which are protected by these no contest provisions include but are not limited to the following:

- This instrument or any of its provisions or related documents, or any amendment or modifications regarding such items.
- Any trust established by trustor or any of its provisions or related documents or any amendment or modification of such items.
- Any trust created or authorized pursuant to this instrument.

- Any will of trustor or any of its provisions or related documents or any amendment or modification of such items.
- Any codicil of trustor or any of its provisions or related documents or any amendment or modification of such items.
- Any transfers, assignments, designations of property or assets to this or any other trust established by trustor or any amendment or modification of such items.
- Any beneficiary designation made by or regarding trustor in any retirement plan, pension, profit sharing plan, IRA, Keogh, insurance policy, annuity, securities, bonds, or other contract, document, instrument, or plan.
- Any buy-sell, buy out, or other business termination or continuation agreement or document made by or regarding trustor.
- Any family partnership, limited liability company, corporation, or other entity established by or regarding trustor or related operating documents, instruments, agreements, contracts, articles, provisions or interests of, by, connected with, regarding, or related thereto.
- Any joint tenancy documents in which trustor is or is indicated as joint tenants or have or is indicated to have a right of survivorship.
- Any other document or provision made by trustor and currently in effect that reflects trustors intent regarding any gift, share, beneficiary designation, distribution, devise, appointment, or power.
- Any related document that carries forth the intent, distributions, and authority expressed in this instrument.

PROVISIONS PROTECTED - DEFINED

Any provision, clause, trust, section, part and any other provision or wording concerning, connected with, referred to, or related to any protected document is also specifically protected by these no contest provisions.

TYPES OF ACTIONS, PROCEEDINGS, OR CONDUCT INCLUDED

Contest as defined herein also specifically includes but is not limited to all of the following:

- The filing of a petition or other action to determine domestic partnership.
- The filing for a probate homestead or similar allowance.
- The filing of a family allowance or similar benefits.
- Any arbitration proceeding regarding any contest.

ADDITIONAL TYPES OF ACTIONS, PROCEEDINGS, OR CONDUCT INCLUDED

In order that there be no doubt under the law and as further addition and clarification, contest as defined herein also specifically includes, but is not limited to all of the following:

- The filing of a creditors claim or prosecution of an action based upon it unless approved by the personal representative.
- An action or proceeding to determine the character of property (whether community, separate, joint, partnership, domestic partnership or otherwise) other than as indicated by a protected document as defined herein.
- A challenge to the validity of a document other than the instrument containing the no contest clause.
- A petition for settlement or for compromise affecting the terms of the instrument.
- The filing of a request or demand for arbitration or for other legal proceeding of any matter that would otherwise be a contest as defined herein if filed in a lawsuit.

OTHER MATTERS INCORPORATED BY REFERENCE

In order that there be no doubt under the law and as further addition and clarification, contest as defined herein also further specifically includes but is not limited to all of the following:

- All other lawsuits, actions, proceedings, arbitrations, and conduct that any applicable law otherwise requires to be expressly identified or similarly specifically stated or incorporated in a no contest clause to be effective.
- And all such lawsuits, actions, proceedings, arbitrations, or conduct are hereby "expressly identified" and specifically stated and incorporated herein by reference to such statute or law.

CONTESTING PARTY - DEFINED

Contesting party is defined as any person, corporation, association, organization, or other entity or acting party who engages in any "contest" as defined in these provisions no matter how insubstantial or slight.

CONTEST- NOT INCLUDE

Contest as defined herein does not include by itself:

- Truthfully, factually, completely, fully, and accurately testifying in any court proceeding if subpoenaed and ordered by a court of competent jurisdiction to testify in an action, proceeding, or contest not brought or participated by the testifying party and so long as said person has engaged in no other actions, proceeding, or conduct constituting a contest as defined herein.
- The exercise of a disclaimer of a benefit under this instrument.

EFFECT OF CONTEST

Any gift, devise, distribution, share, interest, power, rights, money, items, or other benefits given, benefiting, or provided to such a contesting party under this instrument or given under any will, trust, codicil, or other document or provision protected by these no contest provisions is revoked and shall be determined, disposed of, distributed, disbursed, or devolve in the manner provided as set forth in the protected documents or provisions as if such contesting party and all of such party's descendants had predeceased the trustor of this instrument.

In addition, such a contesting party shall have no right to be executor, personal representative, trustee or hold or receive any other office, power, benefit, privilege, or right regarding this instrument nor under any other document or provisions protected by these no contest provisions.

TRUSTEE FULL POWER TO ENFORCE

If the trustee determines that a contest has occurred, is occurring, or is likely to occur, the trustee, is hereby given full power and authority to fully defend this instrument and any and all other documents and provisions protected by these no contest provisions and to engage in any other action or conduct necessary, beneficial, or advisable to effectuate and enforce these no contest provisions to the fullest extent possible.

INTENT TO CARRY OUT TO FULLEST EXTENT POSSIBLE

It is the trustors intent that these no contest provisions shall be given the fullest possible effect under the law and that the trustee may interpret them under the laws of any jurisdiction that will give them the widest and fullest effect.

**ARTICLE
DISINHERITANCE**

DISINHERITANCE — GENERAL

Except as otherwise provided in this instrument, testator has intentionally omitted to provide herein for any of testators heirs, or persons claiming to be testators heirs, living at the date of testators death, whether or not known to testator.

DISINHERITANCE — UNNAMED CHILD AND DESCENDANTS OF UNNAMED CHILD

Testator has intentionally omitted to provide for any child not specifically named in the declarations section of this instrument (whether or not known to testator) and any descendant of, and any heir of any such unnamed child and all persons claiming to be such a child or such a descendant or heir are hereby specifically disinherited. Notwithstanding any wording or provision of this document, such person(s) are not to receive any share, interests, powers, rights, or benefits of any type under this document. Any reference to child, descendant, issue, beneficiary, heir, or other term that might otherwise include such person(s) is hereby deemed not to include such person(s). The trust estate and any shares, interests, powers, rights, or benefits shall be disposed of or devolve in the manner provided in this instrument as if such beneficiary or person had predeceased the testator. In addition, such a beneficiary shall have no right to be trustee or hold any other office, power, benefit, or right regarding this instrument:

DISINHERITANCE — CHILD AND DESCENDANTS AS DEFINED HEREIN

Testator has intentionally omitted to provide for any child or descendant who does not fall within the definition of a child or descendant as defined in this document (whether or not known to testator) and any descendant of, and any heir of any such child or descendant and all persons claiming to be such a child or such a

descendant or heir are hereby specifically disinherited. Notwithstanding any wording or provision of this document, such person(s) are not to receive any share, interests, powers, rights, or benefits of any type under this document. Any reference to child, descendant, issue, beneficiary, heir, or other term that might otherwise include such person(s) is hereby deemed not to include such person(s). The trust estate and any shares, interests, powers, rights, or benefits shall be disposed of or devolve in the manner provided in this instrument as if such beneficiary or person had predeceased the testator. In addition, such a beneficiary shall have no right to be trustee or hold any other office, power, benefit, or right regarding this instrument.

DISINHERITANCE — UNNAMED SPOUSE

Except as otherwise provided in this instrument, testator has intentionally omitted to provide herein for any spouse of testator or persons claiming to be testators spouse, past, present, or future other than any spouse particularly provided for herein, whether or not known to testator. This provision is also particularly intended to specifically disinherit any future spouse or person claiming to be a future spouse and specifically defeat any statutory heirship, rights, privileges, or other similar benefits for such a spouse unless this trust is specifically amended to provide for such spouse.

DISINHERITANCE — DEFEAT STATUTORY HEIRSHIP

It is testators intention that these disinheritance provisions specifically defeat the application of any statutory heirship interest or similar provision or principle of law.

END OF DIVISION

DIVISION OTHER IMPORTANT PROVISIONS

ARTICLE POWERS

Death Taxes - Pursuant to Terms of Trust: All death taxes, other taxes, debts, claims, and expenses shall be paid, allocated, charged, and collected in the manner specified in the provisions of the living trust named in this instrument. "Death taxes" includes all estate and inheritance taxes, generation skipping transfer taxes, Internal Revenue Code section recapture taxes, taxes attributable to excess retirement accumulations, and interest and penalties on such taxes. If at my death that trust does not exist or is otherwise invalid, I direct my executor to pay such taxes, debts, claims, and expenses according to the terms of that trust as they existed on the date which this will is executed. Such terms and provisions are incorporated in this paragraph by reference.

Independent Administration - Permitted: The executor may administer my estate under the California Independent Administration of Estates Act.

Retain Assets and Exculpation: The executor shall have the power to retain, on behalf of the estate, any asset of the estate, including unproductive, speculative, or fluctuating assets. The executor shall not be liable for any resulting losses unless the executor acts in bad faith, willful misconduct, or gross negligence.

Sell Assets: The executor shall have the power to sell, with or without notice, at either public or private sale, for cash or terms, any property of my estate as the executor, in the executor's reasonable discretion, considers necessary for the proper administration and distribution of my estate.

Lease Property: The executor shall have the power to lease all or any property of my estate on such terms that the executor considers proper.

Distribution of Property - In Kind, Non Prorata, at Date of Distribution Values: The executor shall have the power to determine what property of my estate shall be allocated to the shares, parts, or bequests in selecting property for distribution or satisfaction of any bequest. Further, the executor may satisfy any general pecuniary bequest, except when specifically directed otherwise, by cash or in kind, or partly in each, with property distributed in kind valued at the date of distribution.

Distribution - Consideration of Basis and Adjustments: The executor may consider the income tax basis of property distributed in satisfaction of any gift under this will. Further, the executor may make adjustments to shares, parts, or gifts to compensate for the tax consequences of any distribution that the executor believes may directly or indirectly prefer one beneficiary or group over others, and the executor's decision shall be final and without liability for failure to exercise this power. However, the executor shall not exercise this discretion in any manner that will reduce, eliminate, or jeopardize any marital or charitable death tax deduction.

Investments Broad: The executor shall have the power to invest and reinvest any surplus money of my estate that the executor considers advisable in any kind of property, real, personal, or mixed, specifically including, but not limited to, improved and unimproved real property, interest-bearing accounts, corporate and government obligations of every kind, preferred or common stocks, shares of mutual funds, investment trusts of any and every character, and stocks, obligations, and shares or units of common trust funds of any corporate fiduciary. The executor shall not be liable for the failure to exercise these powers.

Tax Decisions: The executor shall have the power to make the following choices or elections, regardless of the resulting effect on any other provisions of this will or on any person interested in my estate:

- Choose a valuation date for estate tax purposes or choose the methods to pay estate or inheritance taxes.
- Elect to treat or use an item, for either federal or state tax purposes either as an income tax deduction or as a death tax deduction.
- Determine when a particular item is to be treated as taken into income or used as a tax deduction, to the extent the law provides that choice.
- Disclaim all or any portion of any interest in property passing to my estate at or after my death.

No person adversely affected by any of these choices is entitled to any reimbursement or adjustment, and the executor is not required to make any adjustment between income and principal or in the amount of any property passing under this will as a result of any such election.

Facility of Payment: In making distributions to a minor, to a person under legal disability, or to a person not adjudicated incompetent but who, by reason of illness or mental or physical disability, is in the opinion of the executor unable to manage the distribution properly, then the executor in its reasonable discretion shall pay such distribution in any of the following ways:

- To the beneficiary directly.
- To the legally appointed guardian or conservator of the beneficiary.
- To a custodian for the beneficiary under the California Uniform Gifts to Minors Act.
- For the benefit of the beneficiary. or
- To an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the beneficiary.



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10/12/2010 04:23:39 PM FILED/CERT

Purchase of Estate Property by Beneficiary, Executor: Any beneficiary of my estate, even when acting as executor, shall have the power to purchase or exchange assets for assets of my estate or any fractional interest for adequate consideration.

Investment Adviser: The executor shall have the power, without court approval, to retain an investment adviser on such terms as the executor considers proper and to pay any fee as an expense of administration.

Business Interest - Continue Operation, Exculpation: The executor shall have the power either to continue the operation or to sell any business interest in my estate, on such terms and conditions as the executor considers proper. The executor shall not be liable for any resulting losses unless the executor acts in bad faith, willful misconduct, or gross negligence.

Savings Clause: Notwithstanding anything to the contrary herein, however, the executor shall not be given or granted nor shall he exercise any power or discretion hereunder in any manner that will reduce, eliminate or jeopardize any marital or charitable death tax deduction.

ARTICLE DEFINITIONS, INTERPRETATION, AND APPLICATION

Bond -- Waiver: No executor nominated in this instrument or in any amendment or codicil to it, including nonresidents, shall be required to post bond or security.

Survivorship Requirement: Except as specifically provided otherwise in this instrument, if any person named or described in this instrument fails to survive by 30 days any event of distribution or allocation, then that person shall be considered to have predeceased such event and any distribution or allocation for them shall be distributed as if they did not survive.

Disclaimer by Beneficiary: Any beneficiary shall have the right to disclaim all or any part of any interest in property to which he or she may be entitled under this instrument. Except as otherwise provided in this instrument, any interest so disclaimed shall be distributed as if the beneficiary had predeceased the trustor. No other interest of the beneficiary shall be affected by the disclaimer, unless that interest also shall be disclaimed.

Definitions: If used in this instrument, the following terms are defined as follows:

- Descendant(s) shall mean lineal descendants in any degree of the ancestor designated and shall include persons adopted during minority. Unless otherwise specifically indicated herein, descendant(s) shall not include any stepchildren nor foster children nor their descendants nor persons adopted after they reach the age of majority nor their descendants.
- Child and children shall include, unless otherwise specifically indicated herein, all persons adopted during their minority and any other child and children now or hereafter born to testator. Unless otherwise specifically indicated herein, child or children shall not include any stepchildren nor foster children nor their descendants nor persons adopted after they reach the age of majority nor their descendants.
- Mutual child or children shall mean those children of testators who are the mutual children of testator and spouse.
- Separate child or children shall mean those children of the testator indicated who are not also the children of testators spouse.
- Brothers and sisters shall include half-brothers and half-sisters if those persons are lineal descendants of trustor.
- Sibling(s) shall include any siblings whom the indicated person is related to by blood but shall not include any siblings the indicated person is related to only by marriage.
- Trust, trusts, and trust estate shall be interpreted in the singular or plural as the context indicates.
- Corporate trustee means a trust company or a bank with trust powers authorized to act within the United States.
- Personal representative includes an executor, administrator, guardian, custodian, conservator, trustee, or any other form of personal representative.
- Institutional Trustee means a bank, savings and loan, credit union, trust company, or other financial institution, corporation, organization, or entity that is authorized or allowed by law to act as a trustee and who is also an independent trustee for tax purposes.
- Independent Trustee means any trustee whose relationship to a beneficiary would not cause attribution of income to such beneficiary in exercising the trustees powers herein.
- Education and Education expenses shall include, in the reasonable discretion of the personal representatives authorized to make the decision, the cost of elementary, secondary, vocational, college, university, postgraduate, professional, or specialized study, curriculum, course, instruction, training, seminars, or research whether individual or independent, including any educational travel or foreign study so long as actually being pursued for the educational advancement of the beneficiary. The beneficiary's related living, books, supplies, travel, commuting, and other related expenses may also be considered to the extent they are reasonable.
- Disclaimer or qualified disclaimer has the same meaning that qualified disclaimer has under the Internal Revenue Code and supporting regulations.
- Surviving, Survive, Survivor in the case of a corporation, organization, or other entity, shall mean that such entity was in existence on the date of the event of distribution or allocation. And in the case of a charitable entity it shall mean that its charitable tax status was in existence at the date of actual distribution or allocation to the charity.



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- Beneficiary's other resources shall include the beneficiary's employable skills and any third party(ies)' support obligations or contributions.
- Primary beneficiary is a beneficiary whose interests and needs the trustee shall consider to be paramount over the other designated beneficiaries in the class.
- Death taxes includes federal, foreign, state, and local estate and inheritance taxes, including penalties and interest, but not generation-skipping or special use valuation recapture taxes or marital deduction qualified terminable interest attribution.

Voidness/Invalidity: If any part of this instrument is held to be void, invalid, unenforceable or inoperative, such voidness, invalidity, or inoperativeness shall not affect any other part of this instrument, and that the remainder of this instrument shall be carried into effect as though such part had not been contained herein.

Interpretation: The masculine, feminine, or neuter gender and the singular or plural number shall each include the others whenever the context indicates.

Clause headings are for reading convenience and shall be disregarded when construing this instrument.

Testators Intentions Paramount: In the interpretation of this instrument and the documents related to it, the testators intentions should be given paramount importance over any formal, technical, or strict construction.

No Contract for Disposition of Estate: Testator has made no agreement (except as otherwise specifically indicated in this instrument) controlling the disposition of the estate, and the provisions of this instrument shall not be read as evidence of any such other agreement.

References Deemed to Be to Latest Laws: Any references in this instrument to any statute, law, code, regulation or requirement shall be deemed to refer to the latest corresponding provisions of subsequent/successor statute, law, code, regulation or requirement.

Copies as Originals: A copy of this instrument or any related document bearing a copy of any signatures thereon shall be relied on, usable, and valid to the same extent and shall have the full force and effect as the original instrument for all purposes.

SEE EXECUTION AND ATTESTATION ON FOLLOWING PAGE(S)



20101012000339640 12/17 \$60.00
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EXECUTION

I am the testator of this will. I am at least 18 years old. I have read this instrument in its entirety, and it distributes my property and estate in the manner I desire it to be distributed after my death, and I declare this to be my last will and testament, and that I have requested the undersigned witnesses to witness my signature to it and to witness each others signatures to it. I subscribe my name to this will at the place and on the date indicated below. I am acting according to my own free will and not acting under any duress, menace, fraud, undue influence and that this will was not procured or induced by any unlawful or illegal means. I declare under penalty of perjury that the foregoing is true and correct and of my own personal knowledge and that if called to testify thereto I could and would so competently testify thereto.

Place of execution:

Riverside

State:

California

Testator's Signature:

Betty L. Finley

Date:

NOV 10 2004

ATTESTATION

Each of the undersigned witnesses declare under penalty of perjury that all of the following is true and correct and within our own personal knowledge and if called to testify thereto, we would and could so competently testify thereto:

- That each of us is 18 years of age or older.
- That we are competent witnesses.
- That the testator declared to us all of the following:
 - That the testator has read this instrument in its entirety.
 - That it distributes testator's property and estate in the manner that testator desires it to be distributed after testator's death.
 - That this instrument was the testator's last will and testament.
- That testator requested us to act as witnesses to it.
- That the testator thereupon signed this will in our presence, all of us being present at the same time.
- That at the testator's request, in the testator's presence, and in the presence of each other, we subscribed our names as witnesses.
- That the testator appeared to be of sound mind and memory.
- That testator appeared to be acting according to testator's own free will and not acting under any duress, menace, fraud, undue influence and that there was no evidence that this will was procured or induced by any unlawful or illegal means.
- That according to our knowledge, information, and belief, testator is 18 years of age or older.
- That we executed this instrument on the date and at the place indicated below next to our signatures.

Place of execution:

Riverside

State:

California

Witness Signature:



Date:

NOV 10 2004

Witness Name:

Scott Edward Darling

Witness Address:

3697 Arlington Ave.

City, State, Zip:

Riverside, CA 92506

Place of execution:

Riverside

State:

California

Witness Signature:



Date:

NOV 10 2004

Witness Name:

Sarah Sandoval

Witness Address:

3697 Arlington Ave.

City, State, Zip:

Riverside, CA 92506

ADVANCE HEALTH CARE DIRECTIVE

(PROBATE CODE SECTION 4701)

FOR

BETTY LOUISE FINLEY



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EXPLANATION

You have the right to give instructions about your own health care. You also have the right to name someone else to make health care decisions for you. This form lets you do either or both of these things. It also lets you express your wishes regarding donation of organs and the designation of your primary physician. If you use this form, you may complete or modify all or any part of it. You are free to use a different form.

Part 1 of this form is a power of attorney for health care. Part 1 lets you name another individual as agent to make health care decisions for you if you become incapable of making your own decisions or if you want someone else to make those decisions for you now even though you are still capable. You may also name an alternate agent to act for you if your first choice is not willing, able, or reasonably available to make decisions for you. (Your agent may not be an operator or employee of a community care facility or a residential care facility where you are receiving care, or your supervising health care provider or employee of the health care institution where you are receiving care, unless your agent is related to you or is a coworker.)

Unless the form you sign limits the authority of your agent, your agent may make all health care decisions for you. This form has a place for you to limit the authority of your agent. You need not limit the authority of your agent if you wish to rely on your agent for all health care decisions that may have to be made. If you choose not to limit the authority of your agent, your agent will have the right to:

- Consent or refuse consent to any care, treatment, service, or procedure to maintain, diagnose, or otherwise affect a physical or mental condition.
- Select or discharge health care providers and institutions.
- Approve or disapprove diagnostic tests, surgical procedures, and programs of medication.
- Direct the provision, withholding, or withdrawal of artificial nutrition and all other forms of health care, including cardiopulmonary resuscitation.
- Make anatomical gifts, authorize an autopsy, and direct disposition of remains.

Part 2 of this form lets you give specific instructions about any aspect of your health care, whether or not you appoint an agent. Choices are provided for you to express your wishes regarding the provision, withholding, or withdrawal of treatment to keep you alive, as well as the provision of pain relief. Space is also provided for you to add to the choices you have made or for you to write out any additional wishes. If you are satisfied to allow your agent to determine what is best for you in making end-of-life decisions, you need not fill out Part 2 of this form.

Part 3 of this form lets you express an intention to donate your bodily organs and tissues following your death.

Part 4 of this form lets you designate a physician to have primary responsibility for your health care.

After completing this form, sign and date the form at the end. The form must be signed by two qualified witnesses or acknowledged before a notary public. Give a copy of the signed and completed form to your physician, to any other health care providers you may have, to any health care institution at which you are receiving care, and to any health care agents you have named. You should talk to the person you have named as agent to make sure that he or she understands your wishes and is willing to take the responsibility.

You have the right to revoke this advance health care directive or replace this form at any time.

PART 1. POWER OF ATTORNEY FOR HEALTH CARE

DESIGNATION OF AGENT: I designate the following individual as my agent to make health care decisions for me:

AGENT:	
Name:	Clay Pearson Finley
Address:	1930 West College Avenue #123, San Bernardino, CA 92407
Home Telephone # :	(909) 880-8668
Work Telephone # :	
(Insert name, address, and telephone number of agent)	

If I revoke my agent's authority or if my agent 1 is not willing, able, or reasonably available to make a health care decision for me then I designate the following as alternate agents in the order listed below:

FIRST ALTERNATE AGENT:	
Name:	Tammy La Vette Bermudez
Address:	P.O. Box 2298, Rialto, CA 92376
Home Telephone # :	(909) 875-7013
Work Telephone # :	
(Insert name, address, and telephone number of agent)	

SECOND ALTERNATE AGENT:	
Name:	Eulean Barnett
Address:	6618 Amethyst, Rancho Cucamonga, CA 91737
Home Telephone # :	(909) 989-7475
Work Telephone # :	
(Insert name, address, and telephone number of agent)	

AGENTS AUTHORITY: My agent is authorized to make all health care decisions for me, including decisions to provide, withhold, or withdraw artificial nutrition and hydration and all other forms of health care to keep me alive, except as I state here:

None listed

(Add additional sheets if necessary.)

WHEN AGENTS AUTHORITY BECOMES EFFECTIVE: My agents authority becomes effective when my primary physician determines that I am unable to make my own health care decisions unless I mark the following box.

If I mark this box, ☒ my agent's authority to make health care decisions for me takes effect immediately

AGENT'S OBLIGATION: My agent shall make health care decision for me in accordance with this power of attorney for health care, any instructions I give in part 2 of this form and my other wishes to the extent known to my agent. To the extent my wishes are unknown, my agent shall make health care decision for me in accordance with what my agent determines to be in my best interest. In determining my best interest, my agent shall consider my personal values to the extent known to my agent.

AGENT'S POST DEATH AUTHORITY: My agent is authorized to make anatomical gifts, authorize an autopsy, and direct disposition of my remains, except as I state here or in Part 3 of this form.

None listed

(Add additional sheets if necessary.)

NOMINATION OF CONSERVATOR: If a conservator of my person needs to be appointed for me by a court, I nominate the agent designated in this form. If that agent is not willing, able, or reasonably available to act as conservator, I nominate the alternate agents whom I have named, in the order designated.

PART 2. INSTRUCTIONS FOR HEALTH CARE

(If you fill out this part of the form, you may strike any wording you do not want.)

END-OF-LIFE DECISIONS: I direct that my health care providers and others involved in my care, provide, withhold, or withdraw treatment in accordance with the choice I have marked below:

☒ **Choice NOT to Prolong Life:**

I do not want my life to be prolonged if 1) I have an incurable and irreversible condition that will result in my death within a relatively short time, 2) I become unconscious and, to a reasonable degree of medical certainty, I will not regain consciousness, or 3) the likely risks and burdens of treatment would outweigh the expected benefits.

OR

☐ **Choice to Prolong Life:**

I want my life to be prolonged as long as possible within the limits of generally accepted health care standards.

RELIEF FROM PAIN: Except as stated in the following space, I direct that treatment for alleviation of pain or discomfort be provided at all times, even if it hastens my death:

None listed

(Add additional sheets if necessary.)

OTHER WISHES: (If you do not agree with any of the optional choices above and wish to write you own, or if you wish to add to the instructions you have given above, you may do so here.) I direct that:

RESTRICTION ON TREATMENT

The following wishes apply only if any of the following is true:

1. If I am in a coma or persistent vegetative state which my doctors reasonably believe to be permanent.
2. If I am in an incurable or irreversible physical condition or terminally ill with no reasonable hope of recovery.
3. If I suffer from any condition that causes me to lose my mental capacity to recognize and communicate with others and my doctor reasonably determines that this condition is incurable or irreversible.
 - a. I do not want any life sustaining treatments to be provided or continued (except those intended to keep me comfortable, free of pain or in a dignified state).
 - b. I do not want cardiopulmonary resuscitation (chest compression, electric shock to the heart, drugs in the heart) in the event of cardiac or respiratory arrest.
 - c. I do not want artificial provision of food or water.

(Add additional sheets if necessary.)



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PART 3. DONATION OF ORGANS AT DEATH (OPTIONAL)

☒ I do **not give** any donations by this document, Or ☐ I **give** the following donations:

DONATION: Upon my death (mark applicable box):

☐ a) I give any needed organs, tissues, or parts, OR ☐ b) I give the following organ, tissues, or parts only:

None listed

(Add additional sheets if necessary.)

PURPOSES: My gift is for the following purposes only (strike any of the following you do not want):

1) Transplant 2) Therapy 3) Research 4) Education

PART 4. PRIMARY PHYSICIAN (OPTIONAL)

DESIGNATION OF PRIMARY PHYSICIAN: I designate the following individual as my agent to make health care decisions for me:

PRIMARY PHYSICIAN:

Name:

Address:

Telephone #:

(Insert name, address, and telephone number)

If the physician I have designated above is not willing, able, or reasonably available to act as my primary physician, I designate the following physician as my primary physician:

ALTERNATE PRIMARY PHYSICIAN:

Name:

Address:

Telephone #:

(Insert name, address, and telephone number)

PART 5. EFFECT

EFFECT OF COPY: A copy of this form has the same effect as the original.



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DATE AND SIGNATURE OF PRINCIPAL
(You Must Date and Sign This Power of Attorney)

SIGNATURE: Sign and date this form here:

At City:
Riverside

State:
California

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10/12/2010 04:23:39 PM FILED/CERT

Principal's Signature:

Betty L Finley

Date:

NOV 10 2004

PRINCIPAL:

Name: Betty Louise Finley
Address: 1930 West College Avenue #123, San Bernardino, CA 92407
Home Telephone #: (909) 880-8668 Work Telephone #:

(Insert name, address, and telephone number of principal)

STATEMENTS OF WITNESSES

STATEMENT OF WITNESSES: I declare under penalty of perjury under the laws of California 1) that the person who signed or acknowledged this document is personally known to me or that the individual's identity was proven to me by convincing evidence 2) that the individual signed or acknowledged this durable power of attorney in my presence, 3) that the individual appears to be of sound mind and under no duress, fraud, or undue influence, 4) that I am not a person appointed as agent by this advance directive, and 5) that I am not the individual's health care provider, an employee of the individual's health care provider, the operator of a community care facility, an employee of an operator of a community care facility, the operator of a residential care facility for the elderly, nor an employee of an operator of a residential care facility for the elderly.

Name of Witness: **Scott Edward Darling** Address: 3697 Arlington Ave., Riverside, Calif. 92506

Witness Signature:

Scott Edward Darling

Date Signed:

NOV 10 2004

Name of Witness: **Sarah Sandoval**

Address: 3697 Arlington Ave., Riverside, Calif. 92506

Witness Signature:

Sarah Sandoval

Date Signed:

NOV 10 2004

ADDITIONAL STATEMENT OF WITNESSES: At least one of the above witnesses must also sign the following declaration:

I further declare under penalty of perjury under the laws of California that I am not related to the individual executing this advance health care directive by blood, marriage, or adoption, and, to the best of my knowledge, I am not entitled to any part of the individual's estate upon the principal's death under a will now existing or by operation of law.

Witness Signature:

Scott Edward Darling

Witness Signature:

Sarah Sandoval

CERTIFICATE OF ATTORNEY

I am a lawyer authorized to practice law in the state where this power of attorney was executed, and the principal was my client at the time when this power of attorney was executed. I have advised my client concerning his or her rights in connection with this power of attorney and the applicable law and the consequences of signing or not signing this power of attorney, and my client, after being so advised, has executed this power of attorney.

Name of Attorney: **Scott Edward Darling**

Address: 3697 Arlington Ave., Riverside, Calif. 92506

Attorney Signature:

Scott Edward Darling

Date Signed:

NOV 10 2004

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California, County of: Riverside} SS

On **NOV 10 2004** before me, the undersigned, a Notary Public in and for said State, personally appeared:

Betty Louise Finley

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL:

