

## **General Durable Power of Attorney of Jung Nix**

I, Jung Nix of Rocklin, California, am creating a Durable Power of Attorney under the laws of the State of California. I revoke all Powers of Attorney previously granted by me as Principal and terminate all agency relationships created by me except:

- powers granted by me under any Advance Health Care Directive;
- powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to, and withdraw funds from accounts to which I am a signatory; and
- powers granting access to a safe-deposit box.

### **Article One Appointment of Agent**

#### **Section 1.01 Initial Agent**

I appoint Delton Nix, Jr to serve as my Agent.

#### **Section 1.02 Successor Agent**

If Delton Nix, Jr fails to serve, I appoint Crystal D. Nix to serve as successor Agent.

#### **Section 1.03 Prior or Joint Agent Unable to Act**

A successor Agent or an Agent serving jointly with another Agent may establish that the acting Agent or joint Agent is no longer able to serve as Agent by signing an affidavit that states that the Agent is not available or is incapable of acting. The affidavit may be supported by a death certificate of the Agent, a certificate showing that a guardian or conservator has been appointed for the Agent, a physician's letter stating that the Agent is incapable of managing his or her own affairs, or a letter from the Agent stating his or her unwillingness to act or delegating his or her power to the successor Agent.

### **Article Two Effectiveness of Appointment - Durability Provision**

#### **Section 2.01 Effectiveness**

The authority granted to my Agent under this power of attorney will be effective immediately upon signing.

### **Section 2.02 Durability**

The authority granted to my Agent under this power of attorney will not be affected by my subsequent disability, incompetency, incapacity, or lapse of time.

### **Section 2.03 Term of Durable Power of Attorney**

This Durable Power of Attorney expires at the earliest of:

- my death (except for post-death matters allowed under California law); or
- my revocation of this power of attorney.

## **Article Three Powers Granted to My Agent**

I grant my Agent the powers described in this Article so that my Agent may act on my behalf. In addition, my Agent may do everything necessary to exercise the powers listed below.

### **Section 3.01 Power to Fund**

My Agent may transfer any of my assets or any interest I have in any property, tangible or intangible, real or personal, to the trustee of any revocable living trust created by me before or after the execution of this power of attorney, and including any trust that may extend beyond my incapacity or beyond my lifetime.

I grant my Agent the following general powers for the specific purpose of transferring property to my trusts under this Section:

My Agent may transfer any interest I have in real or personal property, tangible or intangible, to my trusts.

My Agent may assign any rights I have to receive income from any source to my trusts.

My Agent may execute all legal instruments and other documents necessary or convenient to transfer property to my trusts.

My Agent may terminate savings, checking, safekeeping, brokerage, investment advisory, and custodial accounts in my name (alone or jointly with others) at any bank, broker, or financial institution and transfer all or any part of my interest in the cash, stocks, bonds, and securities of the accounts to my trusts.

My Agent may enter and remove my property from any safe-deposit box registered in my name (alone or jointly with others) and transfer the removed property to my trusts.

My Agent may designate the trust as beneficiary to receive any property, benefit, or contract right on my death, or to change any existing designation to the trust as beneficiary.

### **Section 3.02 Power to Sell**

Unless specifically limited by the other provisions of this power of attorney, my Agent may sell any interest I own in any kind of property, real or personal, tangible or intangible, including any contingent or expectant interest, any marital right, and any right of survivorship incident to joint tenancy or tenancy by the entirety. My Agent may determine the terms of sale and may grant sales options.

My Agent may dispose of sales proceeds on my behalf as my Agent determines is appropriate.

### **Section 3.03 Power to Buy**

Unless specifically limited by the other provisions of this power of attorney, my Agent may buy any kind of property. My Agent may determine the terms for buying property and may obtain options to buy property. In addition, my Agent may insure the purchased property, and otherwise arrange for its safekeeping.

I authorize my Agent to borrow money for the purposes described in this Section and to secure the loan in any manner my Agent determines is appropriate.

I authorize my Agent to use my funds to repay any money borrowed by me or on my behalf and to pay for any purchases made or cash advanced using my credit cards.

### **Section 3.04 Power to Invest**

My Agent may invest and reinvest all or any part of my property in any other property of whatever type: real or personal, tangible or intangible, and whether located inside or outside the geographic borders of the United States and its possession or territories. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

- invest in securities of all kinds, limited partnership interests, real estate or interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, or interests in trusts including investment trusts;

- participate in common, collective, or pooled trust funds or annuity contracts;

- sell or otherwise terminate any investment made by me or on my behalf, and establish and terminate savings and money market accounts at banks and other financial institutions;

- establish and terminate accounts with securities brokers and use brokerage accounts to make short sales and to buy on margin, and pledge any securities held or purchased in brokerage accounts as security for loans and advances made to the account;

- establish and terminate agency accounts with corporate fiduciaries; and

**Section 7.17 Shall and May**

Unless otherwise specifically provided in this document or by the context in which used, I use the word *shall* in this document to impose a duty, command, direct, or require, and the word *may* to allow or permit, but not require. In the context of my Agent, when I use the word *shall*, I intend to impose a fiduciary duty on my Agent; when I use the word *may*, I intend that my Agent is empowered to act with sole and absolute discretion unless otherwise stated in this document.

**Article Eight  
Declarations of the Principal**

I understand that this power of attorney is an important legal document. Before executing this power of attorney, my attorney explained the following information to me.

The power of attorney provides my Agent with broad powers to dispose of, sell, convey, and encumber my real and personal property.

The powers will exist for an indefinite period unless I revoke the power of attorney or I have limited their duration by specific provisions in the power of attorney.

This Durable Power of Attorney will continue to exist during my subsequent disability or incapacity.

I have the power to revoke or terminate this Durable Power of Attorney at any time.

Dated: Nov 03, 2022

Jung Nix  
Jung Nix, Principal

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

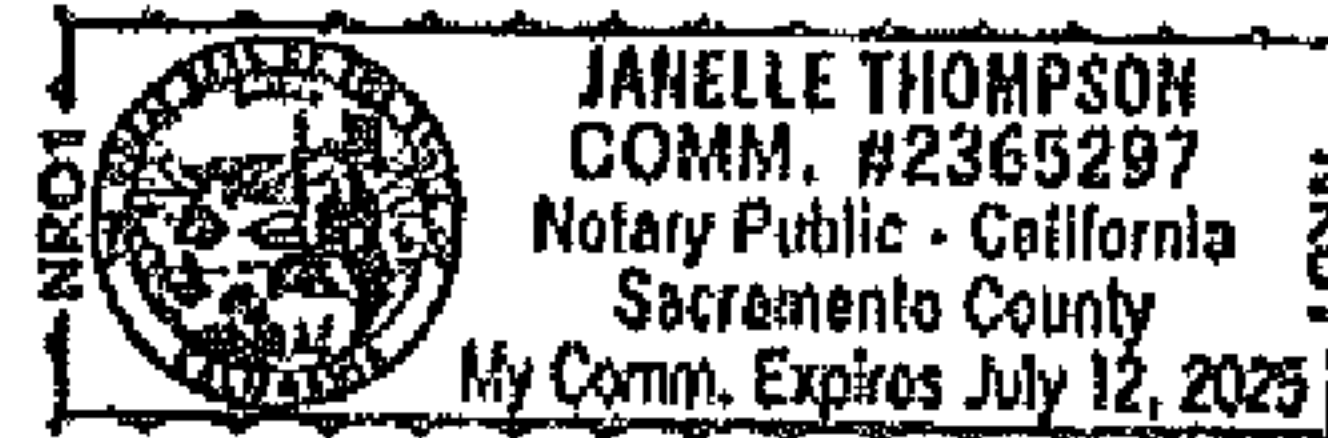
County of Placer )

On November 3, 2022 before me, Janelle Thompson,  
a Notary Public, personally appeared Jung Nix who 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.

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

WITNESS my hand and official seal.

Signature Janelle Thompson  
Notary Public



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
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PREPARED BY: KIRSTEN HOWE

Page 21

ABSOLUTE TRUST COUNSEL PC, 2890 N. MAIN STREET, SUITE 206, WALNUT CREEK, CALIFORNIA 94507 | (925) 943-2740