

DURABLE GENERAL  
POWER OF ATTORNEY

I, Richard K. Groff, currently reside in Corrales, New Mexico.

1. Appointments. I make the following appointments:

A. Designation of Initial Attorney-in-Fact. I designate Lara Ann Groff, daughter, to serve as my attorney-in-fact.

B. First Successor Attorney-in-Fact. If any attorney-in-fact appointed above dies, is not reasonably available to make a decision for me, is declared incompetent, declares in writing the unwillingness of the attorney-in-fact to serve, or if I revoke my attorney-in-fact's authority, or the attorney-in-fact is otherwise unable to serve, then I designate as successor attorney-in-fact Felicia Groff White, my daughter.

2. When My Attorney-in-Fact's Authority Becomes Effective. The authority of my attorney-in-fact to act on my behalf under this durable general power of attorney will become effective at the time of execution of this durable general power of attorney.

3. Duration of this Document. Once effective, the authority of my attorney-in-fact pursuant to this durable general power of attorney will remain in effect until my death or until such earlier time as I give notice in writing that the authority is terminated or revoked. This durable general power of attorney is intended to create a durable general power of attorney as provided under the New Mexico Uniform Power of Attorney Act. I intend by this durable general power of attorney to avoid a court-supervised conservatorship. If my attempt is defeated, I ask that my attorney-in-fact be appointed as conservator of my estate. If I am at any time incompetent, incapacitated or unable to act on my own behalf because of any physical or mental infirmity, or mysterious disappearance, duress, or for any other reason, the authority of my attorney-in-fact will continue in effect; the authority of my attorney-in-fact will not lapse by reason of the appointment of a guardian or conservator of my person or property.

4. Powers. Without limiting the scope of this durable general power of attorney, my attorney-in-fact will have the power to act for me and in my name, place, and stead, and on my behalf, and for my use and benefit to the extent permitted by law as follows:

A. Personal and Family Maintenance. To use the funds that I have available, (with due regard to the probable length of my incapacity and the funds necessary for my health care or therapy and general maintenance), to support and maintain me and my spouse such support and maintenance to include the provision of necessary food, shelter, clothing, health care, and education in the same manner which I provided before my incapacity, to the extent possible.

B. Financial Accounts. To open, maintain and close checking, savings or brokerage accounts in any bank, savings and loan association, credit union, investment firm or similar institutions; to receive, endorse, and deposit negotiable instruments made or drawn to my order; to issue, receive or endorse in my name or on my behalf, checks, drafts and orders for the payment of money to or from any account of mine (including those payable to my attorney-in-

fact); to agree to and sign in my name or on my behalf, any authority, signature card or other document with respect to those accounts.

C. Safe-Deposit Boxes. To lease, maintain and close safe-deposit boxes in any banking or other institution; to enter any safe-deposit box or place of safekeeping of property now or later maintained in my name or on my behalf without anyone else being present; to agree to and sign in my name or on my behalf, any authority, signature card or other document with respect to a safe-deposit box.

D. Sale or Exchange. To hold, manage, sell, exchange, lease, make contracts for any term, despite the duration of this durable general power of attorney, and to convey or transfer any property owned by me, including tangible personal property, or real property or any interest in real property, at the prices and upon the terms and conditions and in the manner that my attorney-in-fact determines.

E. Investments. To retain without liability for depreciation or loss any investments originally owned by me or acquired on my behalf by my attorney-in-fact, and to invest and reinvest all or any part of my property in real property or any interest in real property, tangible personal property, certificates of deposit or other interest-bearing financial accounts or investments, stocks (both preferred and common), bonds, notes and other obligations of corporations, shares in real property trusts, mutual funds, annuities and in any other kind of property; to buy, sell, and trade in securities of any nature, including short sales or on margin, and for those purposes to maintain and operate margin accounts with brokers, and to pledge any securities held or purchased by brokers as security for loans and advances made to my attorney-in-fact.

F. Borrowing and Guarantees. To make advances and to borrow money in my name upon any terms and conditions that my attorney-in-fact determines to be reasonable; to issue promissory notes payable by me and to secure the payment of the promissory notes by mortgaging or pledging any part of my property, to guarantee the debts of others and to secure the payment of the guarantees by mortgaging or pledging any part of my property.

G. Debts and Expenses. To compromise, compound, release, and discharge debts and claims of every kind, nature or description owing to or by me; to pay taxes, expenses, costs and charges incurred or arising with respect to the administration and management of my affairs.

H. Property Management. To enter into possession of tangible personal property and real property; to improve or develop tangible personal property or real property; to construct, alter or repair buildings or structures; to settle boundary lines; to grant easements and other rights; to partition and to join with co-owners and others in dealing with real property; to enter into, renew, extend or renegotiate leases of tangible personal property or real property.

I. Corporate Activities. To participate in corporate reorganizations, recapitalization, consolidations, mergers, exchanges, liquidations and creditors' and bondholders' agreements; to exercise voting rights and issue proxies (that may be discretionary and with power of substitution) with respect to any stock or other securities; to exercise rights and options to

purchase shares of stock and to sell the option stock or retain the option stock as an investment; to sell or redeem fractional shares of stock.

J. Government Programs and Benefits. To apply for, collect, use for my personal or family maintenance, invest, and otherwise manage government benefits to which I am entitled to or could become entitled to, including Social Security, Medicare, Medicaid, civil or military service fund, or any other governmental program, be it regional or national in nature. To divest my estate of or transfer to my spouse, in a legally valid manner, sufficient property so as to qualify me for general Medicaid assistance or Medicaid nursing home assistance, to convert my property into property to be owned by me that is exempt from the resources allowable under the Medicaid rules and regulations, to disclaim inheritances, and to change my domicile to another state where the Medicaid eligibility rules are more favorable.

K. Retirement Plan Transactions. To make any elections, consents or retirement plan allocations or deferrals necessary or appropriate, to make or change the beneficiary designation of any retirement plan benefit or other account with a beneficiary designation, to receive and manage any retirement benefits which I may own or have a right to receive, and to waive my right to be a beneficiary of a joint and survivor annuity.

L. Agents and Related Parties. To employ brokers, agents, investment counsel, custodians, accountants and lawyers; to deal with or to hold or invest any part of my property in common or undivided interests with any person or entity, despite the relationship between my attorney-in-fact and that person or entity.

M. Execution of Instruments. To execute any trust or trust agreement whether created before or after the execution of this durable general power of attorney, of which I am one of the beneficiaries and that is revocable by me, and to execute deeds, leases, transfers, assignments and any other instruments necessary to carry out all powers and responsibilities of my attorney-in-fact.

N. Natural Resources. To grant, sell, assign, purchase or acquire oil and gas leases or any other interest in or with respect to oil, gas or other minerals; to enter into farm-out agreements, operating agreements, unitization agreements, or any other agreements with respect to the assignment, production or operation of oil, gas or other mineral properties; to sign and execute division orders; to join and participate in ventures for the exploration, drilling, development and operation of oil, gas and minerals and oil, gas and mineral properties; to operate any oil, gas and mineral business as long as, in the discretion of my attorney-in-fact, the business is advisable or expedient, despite risk or profitability.

O. Business Interests. To continue or to permit the continuation of any business, incorporated or unincorporated, that I may own or in which I may have any interest for any period of time that my attorney-in-fact determines, or to liquidate the business upon any terms that my attorney-in-fact determines.

P. Claims, Controversies. To maintain or defend any claim or controversy involving me or my property and to do so without the joinder or consent of any other person.

Q. Disclaimers. To disclaim any property or interest in property otherwise receivable by me, despite the source of the property, including a power of appointment.

R. Appearances. To appear for me and in my behalf before any person having authority by the laws of any state or of the United States.

S. Resignations. To effectuate my resignation from any position of trust or responsibility or from any organization membership, including my resignation as trustee of any trusts in which I am named as trustee.

T. Gifts. To make gifts, including for tuition and medical expenses, of any of my property to any individuals or charities, including custodians and trusts, if (i) I have previously made gifts to that donee, or (ii) the donee is a beneficiary under my most recently executed last will or revocable living trust (as determined by my attorney-in-fact), or (iii) the donee is otherwise a natural object of my bounty (as determined by my attorney-in-fact); and to fulfill charitable pledges; to make gifts to my attorney-in-fact if otherwise eligible and if substantially identical gifts are contemporaneously made to others similarly situated; to consent to split gifts for federal gift tax purposes. Despite the foregoing, however, if my attorney-in-fact is not my spouse, then any gifts my attorney-in-fact may make to my attorney-in-fact or for the benefit of my attorney-in-fact, either directly or indirectly, or any transfers my attorney-in-fact may make in discharge of the legal obligations of my attorney-in-fact, shall be limited to gifts that qualify for the federal gift tax annual exclusion, shall not exceed in value the federal gift tax annual exclusion amount in any one calendar year, and this annual right shall be non-cumulative and shall lapse at the end of each calendar year. However, my attorney-in-fact may make additional gifts if my attorney-in-fact determines that the gift is consistent with my objectives or consistent with my best interest based on all relevant factors, including:

- (1) the value and nature of my property;
- (2) my foreseeable obligations and need for maintenance;
- (3) minimization of taxes, including income, estate, inheritance, generation-skipping transfer and gift taxes;
- (4) eligibility for a benefit, a program or assistance under a statute or regulation; and
- (5) my personal history of making or joining in making gifts.

U. Transfers to Trust. To convey and transfer all or any part of my property to the trustee, or to the substitute or successor trustee, of any trust or trust agreement created by me, whether created before or after the execution of this durable general power of attorney, of which I am a beneficiary and that is revocable by me; to convey and transfer all or any part of my property to the trustee of a trust created for my benefit by my attorney-in-fact upon the terms and conditions that my attorney-in-fact determines.



V. Purchase of Bonds. To purchase and maintain for me any amount of United States Government obligations that are eligible for redemption at face or par value in the payment of federal estate taxes.

W. Tax Matters. To make, verify and file federal, state and local income, gift or other tax returns of all kinds, including forms 1040 and 709 and all schedules; to make, verify, file or withdraw claims for refund, requests for extension of time, petitions to the United States Tax Court or other courts with respect to tax matters, and any and all other tax related documents, including receipts, offers, waivers, consents, powers of attorney and closing agreements; generally, to act in my behalf in all tax matters of all kinds and for all periods (including periods beginning six years before the date of this power of attorney is signed and ending on the date of my death) before all offices of the Internal Revenue Service or any other taxing authority and to execute in my name or on my behalf any document necessary for the representation including form 2848; to receive confidential information with respect to any tax matter; and to cause me to be represented in any and all tax proceedings.

X. Estate Tax Planning. To create, amend, restate, revoke or seek court reformation of any will, trust instrument, or other similar estate planning device to accommodate any subsequent change in estate taxation made by the state or federal government, or to address any probate issues, in accordance with the most recent statement of my intentions that may be provided in any of my estate planning documents.

Y. Medicaid Planning. My attorney-in-fact may engage in appropriate Medicaid planning to advance my interests, including my interest in preserving my assets for the benefit of my heirs, provided that such planning does not jeopardize my eligibility for Medicaid. The fact that I may have not instituted a gift giving program prior to the exercise of this Power of Attorney by my attorney-in-fact shall not be construed as a manifestation of an intent or desire by me not to undertake such a program at a subsequent time. My attorney-in-fact shall be authorized to make gifts of real or personal property, including property in any revocable trust established by me, to any relative, either outright or in trust, in such amounts and upon such terms and conditions as my attorney-in-fact in his or her sole judgment deems reasonable; provided that such gifts are made in the same proportions, and to the same persons, as my estate would be distributed upon my death as set forth in my Will. In determining the reasonableness of any proposed gift my attorney-in-fact shall take into consideration the extent and nature of my assets, the Federal estate and gift taxes that may be generated by virtue of a gift at my death, the natural objects of my bounty and the Federal estate and income taxes to which they may be subjected. In addition, my attorney-in-fact may engage in the following acts of Medicaid planning:

- (1) purchase Medicaid exempt annuities under Transmittal No. 64;
- (2) improve exempt assets;
- (3) purchase a vehicle in my name provided it is used to transport me to health care providers for recurring medical problems or has a mechanical device to accommodate my physical condition or is used for employment purposes or has a value under the eligibility limit;
- (4) purchase exempt assets;

- (5) pay debts;
- (6) execute transfer on death deeds and payable on death deeds;
- (7) make gifts pursuant to the so called "half-a-loaf formula";
- (8) make gifts more than 60 months before anticipated Medicaid application;
- (9) make gifts of any amount at any time pursuant to Medicaid eligibility requirements;
- (10) purchase a vehicle for my (the community) spouse;
- (11) transfer my residence to a disabled child;
- (12) transfer my residence to a sibling of mine who has an equity interest in my residence and who has resided there for one year or more before I apply for Medicaid;
- (13) transfer my residence to a child of mine who has resided in my residence for two years or more prior to my application for Medicaid and who has rendered care for my benefit while residing with me in my residence;
- (14) request a FAIR hearing, if necessary, or if recommended by appropriate advisors, including attorneys;
- (15) transfer any assets between me and my spouse;
- (16) employ an attorney to do Medicaid planning;
- (17) open a revocable burial account for \$1,500.00, or the applicable exemption amount;
- (18) purchase an irrevocable burial account in any amount;
- (19) purchase a burial site in any amount;
- (20) set up a community resource allowance account;
- (21) allocate \$2,000.00 or the applicable exclusion amount to me,
- (22) establish a Community Spouse Resource Allowance account for the minimum amount;
- (23) set up bank accounts as a depository for pension, social security and income of any type and appoint a signatory on such account(s);
- (24) waive statutory family and personal property allowances;

(25) establish a special needs trust for me; and

(26) to transfer, "cash in," redeem, surrender or change ownership, insured or beneficiary of any life insurance policy or annuity.

My attorney-in-fact should coordinate any such Medicaid planning with my attorney-in-fact under my Durable Power of Attorney for Health Care. In addition and notwithstanding the fair treatment provisions relating to gifting mandated earlier in this paragraph, my attorney-in-fact may exclude an otherwise includable beneficiary from such gifting if such person is in a nursing home for long term care and already receiving public benefits, or if such person is in a nursing home and private paying, or if such person's admission to long-term nursing home care is imminent and the person's current or future eligibility for public benefits, including Medicaid, would be delayed as a result of any gifting to such person or as a result of any future inheritance. My attorney-in-fact may also enter into a personal care-type contract on my behalf with himself or herself or with one or more persons, to enable me to continue to live as independently as possible in a home or family environment rather than a nursing home, and to provide for compensation for such services, provided that the amount of compensation is not unreasonable based on the facts and circumstances that existed at the time the contract was entered into. My attorney-in-fact may apply for any community based or waiver programs on my behalf.

Z. Coordination with Trustee. To coordinate and work with any trustee of any revocable or irrevocable trust of which I am a grantor in order to accomplish the tasks set forth above, and to petition a court for the removal of any trustee who acts contrary to the statements or indications of my intentions contained in my estate planning documents.

AA. General. To perform any other act not prohibited by law that, in the opinion of my attorney-in-fact, is necessary or desirable for the administration of my affairs or that is necessary or desirable with respect to any of the powers enumerated by this durable general power of attorney or that may be implied by law under a general power of attorney; to enter into oral or written agreements and to otherwise act with the same authority as if I were physically present and had acted myself.

5. Conflict. If any conflict or apparent conflict exists between this durable general power of attorney and any unrevoked living will, individual health care instruction, directive to physicians, or separate durable power of attorney for health care that I may sign, then the terms of the separate health care instruction, living will, directive, or health care power of attorney will be controlling.

6. Ratification. I ratify and confirm all that my attorney-in-fact does or causes to be done pursuant to the authority granted by this durable general power of attorney; all documents of any kind executed and delivered by my attorney-in-fact will be binding and conclusive on me and on my heirs, devisees, personal representatives, distributees, legal representatives, successors, and assigns.

7. Inducement. For the purpose of inducing any third party (including any bank, credit union, savings and loan association, title insurance company, broker, custodian, insurer, lender, or transfer agent receiving a duly executed copy or a facsimile or a certified copy of this durable

general power of attorney) to (i) accept the authority of my attorney-in-fact granted in this durable general power of attorney as currently effective, and (ii) act as provided in this durable general power of attorney; I represent, warrant and agree that if this durable general power of attorney is terminated or revoked for any reason, I (and my heirs, devisees, personal representatives, distributees, legal representatives, successors, and assigns) will hold that party harmless from any loss suffered or liability incurred by that party in acting as provided in this durable general power of attorney before receipt of written notice of termination or revocation of this durable general power of attorney, despite the length of the period of time elapsing after the date this durable general power of attorney is signed by me.

8. Authorization to Sue Third Parties Who Fail to Act Pursuant to Power of Attorney. If any third party, including any bank, credit union, savings and loan association, title insurance company, broker, custodian, insurer, lender, or transfer agent receiving a duly executed copy or a facsimile or a certified copy of this durable general power of attorney with whom my attorney-in-fact seeks to transact refuses to recognize the authority of my attorney-in-fact to act on my behalf as provided in this durable general power of attorney, I authorize my attorney-in-fact to sue and recover from such third party all resulting damages, costs, expenses and fees of lawyers that are incurred because of such failure to act. The costs, expenses and fees of lawyers incurred in bringing such action will be charged against my general property, to the extent that the costs, expenses and fees of lawyers are not recovered from the third party.

9. Liability of Attorney-in-Fact. Under no circumstances will my attorney-in-fact incur any liability to me or to any person claiming an interest in property through me for acting or refraining from acting as my attorney-in-fact, except for the willful misconduct or gross negligence of my attorney-in-fact.

10. General Power of Attorney. This document is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts, or powers is not intended to, nor does the enumeration, limit or restrict the general powers granted to my attorney-in-fact. The word "including," when following any general statement, term or matter, will not be construed to limit the statement, term or matter to the specific terms or matters as provided immediately following the word or to similar items or matters, whether or not non-limiting language (such as "without limitation," or "but not limited to," or words of similar import) is used with reference to the word or the similar items or matters, but rather will be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general statement, term or matter.

11. Revocation. I revoke any durable general power of attorney previously executed by me with respect to my property, financial or business affairs.

12. Governing Law. This durable general power of attorney will be governed by and construed under the laws of New Mexico. If any term or condition of this durable general power of attorney is held invalid by a court of competent jurisdiction, that invalidity will not affect the other terms and conditions of this durable general power of attorney that will remain in effect.

Dated: \_\_\_\_\_.



Richard K. Groff  
RICHARD K. GROFF

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me by Richard K. Groff on  
November 8, 2018

[Signature]  
Notary Public

My commission expires:

3/5/22

