

## DURABLE POWER OF ATTORNEY

I, Nick Hough, managing member of KNH, LLC, a California limited liability company and a resident of San Benito County, California, appoint Paul A. Rovella of 7960 B Soquel Drive, Hollister, California, whose telephone number is (831) 801-8234, referred to in this power of attorney as "my attorney-in-fact."

I intend to create a Durable Power of attorney (herein referred to as "this Power") pursuant to California Probate Code §4000 et seq, specifically including the Uniform Durable Power of Attorney Act but specifically not including Probate Code §4600 and following relating to health care. This Power is effective immediately upon its execution and shall not be affected by my subsequent disability or incapacity. Unless this Power shall sooner be revoked, my attorney-in-fact shall have and may exercise the powers hereby granted until May 31, 2026, upon which date this Power terminates.]

I give my attorney-in-fact the powers in Article I and elsewhere in this Power with the understanding that they will be used for my benefit and on my behalf and will be exercised only in a fiduciary capacity.

### **Article I. POWERS.**

**Section I.1. Real Property Transactions.** I give my attorney-in-fact all of the powers listed below in this section. All of the powers described in this section are exercisable equally with respect to my interest in KNH, LLC, a California limited liability and any property, or any portion thereof, owned by KNH when this Power is executed or that is acquired thereafter, whether the real property is located in this state or elsewhere.

- (a) **Acquisition.** Accept as a gift or as security for a loan, reject, demand, buy, lease, receive, or otherwise acquire, an interest in real property or a right incident to real property.
- (b) **Transfer.** Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition or consent to the partitioning of, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease, sublease, or otherwise dispose of, an interest in real property or a right incident to real property.
- (c) **Mortgages.** Release, assign, satisfy, and enforce by litigation or otherwise, a mortgage, deed of trust, encumbrance, lien, or other claim to real property that exists or is asserted.
- (d) **Management.** Do any act of management or conservation with respect to an interest in real property, or a right incident to real property, owned or claimed to be owned by me, including all of the following:
  - (1) Insuring against a casualty, liability, or loss.
  - (2) Obtaining or regaining possession, or protecting the interest or right, by litigation or otherwise.

- (3) Paying, compromising, or contesting taxes or assessments, or applying for and receiving refunds in connection with taxes or assessments.
- (4) Purchasing supplies, hiring assistance or labor, and making repairs or alterations in the real property.
- (e) **Improvements.** 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.
- (f) **Annexations.** To annex, cause to be annexed, approve the annexation of real property into spheres of influence, community facilities districts, or other jurisdictional boundaries.
- (g) **Reorganizations.** Participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property and receive and hold shares of stock or obligations received in a plan of reorganization, and act with respect to them, including all of the following:
  - (1) Selling or otherwise disposing of them.
  - (2) Exercising or selling an option, conversion, or similar right with respect to them.
  - (3) Voting them in person or by proxy.
- (h) **Change in Form of Title.** Change the form of title of an interest in or right incident to real property, including the creation or change in survivorship interests in the property I own or in property in which I have an interest.
- (i) **Public Use.** Dedicate to public use, with or without consideration, easements or other real property in which I have, or claim to have, an interest or right.

**Section I.2. Business Operating Transactions.** I give my attorney-in-fact all of the powers listed below in this section. All powers described in this section are exercisable equally with respect to KNH, LLC, a California limited liability company, and any other business in which I am interested when this Power is executed or in which I become interested thereafter, whether conducted in this state or elsewhere.

- (a) **Operation and Transfer.** Operate, buy, sell, enlarge, reduce, and terminate a business interest.
- (b) **Partnerships and Limited Liability Companies.** To the extent that an agent is permitted by law to act for a principal, member or manager, and subject to the terms of the partnership agreement or operating agreement:
  - (1) Perform a duty or discharge a liability and exercise a right, power, privilege, or option that I have, may have, or claim to have under a partnership agreement or LLC operating agreement, whether or not I am a partner, member or manager.
  - (2) Enforce the terms of a partnership agreement or LLC operating agreement by litigation or otherwise.

- (3) Defend, settle, or compromise litigation to which I am a party because of membership in the partnership or LLC. My attorney-in-fact need not submit to arbitration.
- (c) **Bonds, Shares, and Other Instruments.** Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option that I have or claim to have as the holder of a bond, share, or other instrument of similar character, and defend, settle, or compromise litigation to which I am a party because of a bond, share, or similar instrument. My attorney-in-fact need not submit to arbitration.
- (d) **Sole Proprietorship.** With respect to any business that I solely own:
- (1) Continue, modify, renegotiate, extend, and terminate a contract made with an individual or a legal entity, firm, association, or corporation by me or on my behalf with respect to the business before execution of this Power.
- (2) Determine the policy of the business as to (A) the location of its operation; (B) the nature and extent of its business; (C) the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation; (D) the amount and types of insurance carried; and (E) the mode of engaging, compensating, and dealing with its accountants, attorneys, and other agents and employees.
- (3) Change the name or form of organization under which the business is operated, and enter into a partnership agreement with other persons or organize a corporation to take over all or part of the operation of the business.
- (4) Demand and receive money due or claimed by me or on my behalf in the operation of the business, and control and disburse the money in the operation of the business.
- (e) **Expansion.** Put additional capital into a business in which I have an interest.
- (f) **Reorganization.** Join in a plan of reorganization, consolidation, or merger of the business.
- (g) **Sale or Liquidation.** Sell or liquidate a business or part of it at the time and upon the terms my attorney-in-fact considers desirable.
- (h) **Buy-Out Agreements.** Represent me in establishing the value of a business under a buy-out agreement to which I am a party.
- (i) **Reports.** Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business, that are required by a governmental agency or instrumentality or that my attorney-in-fact considers desirable, and make related payments.
- (j) **Taxes.** Pay, compromise, or contest taxes or assessments and do any other act that my attorney-in-fact considers desirable to protect me from illegal or unnecessary taxation, fines, penalties, or assessments with respect to a

business, including attempts to recover, in any manner permitted by law, money paid before or after this Power is executed.

**Section I.3. Incidental Powers.** In connection with the exercise of any of the powers described in the preceding sections, I give my attorney-in-fact all of the powers listed below in this section. All powers described in this section are exercisable equally with respect to any of my interests, rights, and obligations existing when this Power is executed or arising thereafter, whether in this state or elsewhere.

- (a) **Claims.** Demand, receive, and obtain by litigation or otherwise, money or any other thing of value to which I am, may become, or claim to be entitled; and conserve, invest, disburse, or use anything so received for the purposes intended.
- (b) **Contracts.** Contract in any manner with any person, on terms agreeable to my attorney-in-fact, to accomplish a purpose of a transaction, and perform, rescind, reform, release, or modify the contract or another contract made by me or on my behalf.
- (c) **Execution, Acknowledgment, and Delivery.** Execute, acknowledge, seal, and deliver a deed, revocation, mortgage, lease, notice, check, release, or other instrument my attorney-in-fact considers desirable to accomplish a purpose of a transaction.
- (d) **Actions.** Prosecute, defend, settle, and propose or accept a compromise with respect to a claim existing in my favor or against me or intervene in litigation relating to the claim. My attorney-in-fact need not submit to arbitration.
- (e) **Court Assistance.** Seek on my behalf the assistance of a court to carry out an act authorized by this Power.
- (f) **Employment.** Engage, compensate, and discharge an attorney, accountant, expert witness, or other assistant.
- (g) **Recordkeeping.** Keep appropriate records of each transaction, including an accounting or receipts and disbursements.
- (h) **Preparation and Filing of Documents.** Prepare, execute, and file a record, report, or other document my attorney-in-fact considers desirable to safeguard or promote my interest under a statute or governmental regulation.
- (i) **Reimbursements.** Reimburse my attorney-in-fact for expenditures properly made by my attorney-in-fact in exercising the powers granted under this Power.
- (j) **Other Lawful Acts.** In general, do any other lawful acts with respect to the power being exercised, it being my intention that, in connection with the exercise of that power, my attorney-in-fact shall have full authority, to the extent that a principal can act through an attorney-in-fact, to take all actions that he/she/they believes necessary, proper, or convenient, to the extent that I could take such actions myself.

**Article II. AMPLIFYING PROVISIONS.**

**Section II.1. Determination of Incapacity.** For all purposes under this Power of Attorney, I shall be deemed “incapacitated” if and so long as a court of competent jurisdiction has made a finding to that effect or a guardian or conservator of my person or estate duly appointed by a court of competent jurisdiction is serving, or, upon certification by two physicians (licensed to practice under the laws of the state where I am domiciled at the time of the certification), that I am unable properly to care for myself or for my person or property, which certification shall be made by each physician in a written declaration under penalty of perjury.

After a determination of incapacity (in accordance with the procedure set forth above), I shall be deemed to have regained capacity by a finding of the court of competent jurisdiction to that effect, or when the guardianship or conservatorship for me has been judicially terminated, or upon certification by two physicians (licensed to practice under the laws of the state where I am domiciled at the time of the certification) that I am capable of properly caring for myself or am able to manage my person or property, which certification shall be made by each physician in a written declaration under penalty of perjury.

**Section II.2. Reasonable Compensation.** My attorney-in-fact shall be entitled to reasonable compensation for the services rendered in the execution of any of the powers conferred by me in this Power. The factors that should be taken into account in determining the amount of compensation shall be the time expended by my attorney-in-fact, the value of the property over which my attorney-in-fact exercises control and management, and the complexity of the transaction entered into by my attorney-in-fact in functioning under this Power. My attorney-in-fact may make the payment of such amount from my assets every [time period of payment (e.g., month or year)], and shall keep records that include the amount of time spent in performing the services, a description of the services performed, and the amount of compensation paid to the attorney-in-fact for each such time period.

**Section II.3. Reliance by Third Parties.** To induce third parties to act in accordance with the powers granted to my attorney-in-fact in this document, I represent and warrant that:

- (a) If this document is revoked or amended for any reason, I, my estate, my heirs, successors, and assigns will hold any third-party harmless from any loss suffered, or liability incurred, by the third-party in acting in accordance with this document before the third-party's receipt of written notice of termination or amendment.
- (b) The powers conferred on my attorney-in-fact may be exercised alone and my attorney-in-fact's signature or act under the authority granted in this document may be accepted by third parties as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf.
- (c) No person who acts in reliance upon any representation of my attorney-in-fact as to the scope of my attorney-in-fact's authority granted

under this document shall incur any liability to me, my estate, my heirs, successors, or assigns for permitting my attorney-in-fact to exercise any such power, nor shall any person who deals with my attorney-in-fact be responsible to determine or ensure the proper application of funds or property.

- (d) My attorney-in-fact shall make any payments required for the provision and/or release of information or photocopies of any records to my agent advance health care directive regarding my personal affairs or my physical or mental health, including medical, dental, and hospital records, as directed by my health care agent. My attorney-in-fact is hereby released from any and all liability for making any such payments.

**Section II.4. Release of Medical Information.** My attorney-in-fact shall make any payments required for the provision and/or release of information or photocopies of any records to my agent under my health care directive regarding my personal affairs or my physical or mental health, including medical, dental, and hospital records, as directed by my health care agent. My attorney-in-fact is hereby released from any and all liability for making any such payments.

**Section II.5. Ratification.** I ratify and confirm all that my attorney-in-fact does or causes to be done under the authority granted in this Power. All contracts, promissory notes, checks, or other bills of exchange, drafts, other obligations, stock powers, instruments, and other documents signed, endorsed, drawn, accepted, made, executed, or delivered by my attorney-in-fact shall bind me, my estate, my heirs, successors, and assigns.

**Section II.6. Exculpation of My Attorney-in-fact.** My attorney-in-fact shall not be liable to me or any of my successors in interest for any action taken or not taken in good faith, but shall be liable for any willful misconduct or gross negligence.

**Section II.7. Revocation and Amendment.** I revoke all prior General Powers of Attorney that I may have executed and I retain the right to revoke or amend this document and to substitute other attorneys-in-fact in place of my attorney-in-fact. Amendments to this document shall be made in writing by me personally (not by my attorney in fact) and they shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

**Article III. GENERAL PROVISIONS.**

**Section III.2. Signature of Attorney-in-fact.** My attorney-in-fact shall use the following form when signing on my behalf pursuant to this Power: "Nick Hough by Paul A. Rovella, his attorney-in-fact."

**Section III.3. Photostatic Copies.** Persons dealing with my attorney-in-fact may rely fully on a photostatic copy of this Power.

**Section III.4. Severability.** If any of the provisions of this Power are found to be invalid for any reason, such invalidity shall not affect any of the other provisions of this Power, and all invalid provisions shall be wholly disregarded.

**Section III.5. Governing Law.** All questions pertaining to validity, interpretation, and administration of this Power shall be determined in accordance with the laws of California.

**Section III.6. Explanation of Durable Power for Property Management.** I understand that this Power is an important legal document. Before executing this document, my lawyer explained to me the following:

- (a) This document provides my attorney-in-fact with broad powers to dispose, sell, convey, and encumber my real and personal property.
- (b) The powers granted in this Power will exist for an indefinite period of time unless I limit their duration by the terms of this Power or revoke this Power. These powers will continue to exist notwithstanding my subsequent disability or incapacity.
- (c) I have the right to revoke or terminate this Power at any time.

This Durable Power of Attorney is executed by me on ~~March 17, 2025~~ <sup>05/02/2025</sup>, at \_\_\_\_\_.

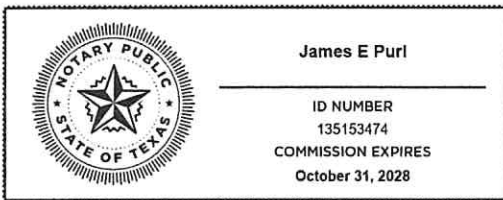


\_\_\_\_\_  
Nick Hough 05/02/2025

Acceptance by Attorney-in-Fact



\_\_\_\_\_  
Paul A. Rovella



State of Texas  
County of Tarrant

This instrument was acknowledged before me by means of an interactive two-way audio and video communication on 05/02/2025 by Nicholas Hough.

## ACKNOWLEDGMENT

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 San Benito )

On May 5, 2025 before me, Jennifer Bottó, Notary Public  
(insert name and title of the officer)

personally appeared Paul A. Parella,  
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  (Seal)

