

FENSTERMACHER TRIED TO GET GUARDIANSHIP ON MOTHER WITHOUT COURT

About a year or so before fenster and jsh actually used the court to file a petition for guardianship on Mother, fenster dreamed up a idea of something he called a delegate agreement, WITHOUT telling Mother, his client.

If both jsh and I signed it, each would have specific roles and could not tell the other what to do. The agreement said I would be in charge of Mother's car repairs, house repairs, mother's medical issues. BUT, jsh would have total control of all of Mothers assets: house, assets, etc, about \$2 million. Jsh could do with that money and house anything she wanted. I refused to sign it and told Mother about what fenster and jsh were trying to do to scam her. Mother would later fire fenster and hire another lawyer to handle her Will, trust, etc.

**JOINT DELEGATION AGREEMENT FOR THE BENEFIT OF
JANE T. HERRING**

NOTICE

THE PURPOSE OF THIS JOINT DELEGATION AGREEMENT IS TO GIVE THE PERSON(S) DESIGNATED AS THE DELEGATE OF THE PERSON AND/OR ESTATE OF JANE T. HERRING BROAD POWERS TO HANDLE HER PERSONAL AND FINANCIAL AFFAIRS WITHOUT THE FORMALITY AND EXPENSE OF COURT PROCEEDINGS. THIS JOINT DELEGATION AGREEMENT IS MADE PURSUANT TO THE AUTHORITY GRANTED UNDER THE DURABLE POWER OF ATTORNEY OF JANE T. HERRING.

THIS AGREEMENT IS NOT INTENDED TO REPLACE JANE T. HERRING'S DURABLE POWER OF ATTORNEY, RATHER IT IS INTENDED TO DELEGATE AND CLARIFY DIRECTIVES MADE IN JANE T. HERRING'S DURABLE POWER OF ATTORNEY.

THIS JOINT DELEGATION AGREEMENT DOES NOT IMPOSE A DUTY ON THE NAMED DELEGATES TO EXERCISE GRANTED POWERS UNLESS HE/SHE FEELS THAT JANE T. HERRING IS INCAPABLE OF EFFECTIVELY AND PROPERLY MAKING DECISIONS ON HER OWN BEHALF AS TO HER PERSON AND/OR ESTATE. HOWEVER, WHEN POWERS ARE EXERCISED BY A DELEGATE, HE OR SHE MUST USE DUE CARE TO ACT FOR THE BENEFIT OF JANE T. HERRING AND IN ACCORDANCE WITH THIS JOINT DELEGATION AGREEMENT.

A DELEGATE MUST ACT IN ACCORDANCE WITH THE BEST INTEREST OF JANE T. HERRING, ACT IN GOOD FAITH AND ACT ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED UNDER THIS JOINT DELEGATION AGREEMENT.

THIS AGREEMENT DOES NOT PROHIBIT THE FILING OF A FORMAL PETITION FOR DELEGATESHIP IN THE FUTURE IF A DELEGATE IS NOT ACTING PROPERLY, HOWEVER, THIS AGREEMENT IS INTENDED TO OBVIATE THE NEED FOR SUCH A PROCEEDING.

WE, ARTHUR HERRING, III, AND JILL S. HERRING, HAVE READ OR HAD EXPLAINED TO US THIS NOTICE AND WE UNDERSTAND ITS CONTENTS.

DATE: _____

AL)

_____(SE

ARTHUR HERRING, III

DATE: _____

AL)

_____(SE

JILL S. HERRING

**JOINT DELEGATION AGREEMENT FOR THE BENEFIT OF
JANE T. HERRING**

We, Arthur Herring, III and Jill S. Herring, agree to be joint delegates for the benefit of our mother, Jane T. Herring. In furtherance of this agreement and to properly implement and facilitate its intended purpose, we agree that Arthur Herring, III shall be the delegate as to the person of our mother, Jane T. Herring and that Jill S. Herring shall be the delegate as to the estate of our mother, Jane T. Herring. Each ~~delegate~~ shall perform acts under his/her designated responsibility (i.e. person or estate) without ~~in~~ ~~fluence~~ from the other and where necessary, with the oversight and agreement of Jane's attorney, Ronald Fenstermacher.

As the parties hereto agree that this joint delegation agreement shall not replace the existing power of attorney, it is intended that this document delegate the responsibility of personal needs and daily healthcare of Jane T. Herring to Arthur Herring, III and the responsibility for all financial transactions of every kind pertaining to or involving Jane T. Herring to Jill S. Herring.

Arthur Herring, III has the authorization to do the following for the benefit of his mother, Jane:

1. To have access to all medical records and information as well as the authority to disclose the information to others;
2. To attend to her daily needs and care including but not limited to employment and discharge of healthcare professionals, consent and/or

refusal of treatment and provision of appropriate releases for such consent or refusal;

3. To authorize her admission to a medical, nursing, residential or similar facility and to enter into agreements for her care as may be required for provision of care by third parties.
4. To authorize medical and surgical procedures.

Jill S. Herring, III has the authorization to do the following for the benefit of her mother

Jane:

- 1. To pay bills and other financial obligations and to collect moneys owed to Jane and to engage in any related postal, banking and financial transactions of any nature to facilitate timely attention to same.
- 2. To invest, reinvest, deposit, withdraw and/or receive the income or corpus of a trust, annuity or other fund available for my benefit and to engage in stock, bond and other securities transactions including but not limited to sales, purchases and transfers.
- 3. To manage, lease, sell or transfer any real estate or interest therein belonging to Jane, and to purchase or lease real estate for Jane's benefit.
- 4. To borrow money, enter safe deposit boxes and engage in insurance and retirement plan transactions.
- 9. To appear for Jane to handle interests in estates and trusts, as well as the commencement, prosecution, defense or compromise of any claim.
- 10. To receive government benefits and pursue tax matters.

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**Signed, sealed and delivered
in the presence of:**

(Witness) JILL S. HERRING