

St. Mary Parish Recording Page

Cliff Dressel
Clerk of Court
500 Main Street
P.O. Drawer 1231
Franklin, LA 70538
(337) 828-4100

Received From :
BOURGEOIS LAW, LLC
P. O. BOX 1688
MORGAN CITY, LA 70381

First VENDOR

LEBLANC, JANICE CHAISSON

First VENDEE

PORTH, MICHELLE LEBLANC

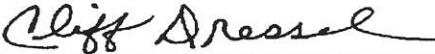
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Book : 449 **Page :** 89

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Mary Parish, Louisiana.


Clerk of Court

CLERK OF COURT
CLIFF DRESSEL
Parish of St. Mary

I certify that this is a true copy of the attached document that was filed for registry and
Recorded 09/22/2023 at 1:31:08
Recorded in Book 449 Page 89
File Number 342529





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On (Recorded Date) : 09/22/2023

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Return To :

JANICE CHAISSON LeBLANC * UNITED STATES OF AMERICA
TO * PARISH OF ST. MARY
MICHELLE LeBLANC PORTH * STATE OF LOUISIANA

POWER OF ATTORNEY

BEFORE ME, the undersigned, a Notary Public, duly commissioned and qualified, in and for St. Mary, Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned, PERSONALLY CAME AND APPEARED:

JANICE CHAISSON LeBLANC, SS#xxx-xx-8393, widow of Gerard M. LeBlanc, who is a resident of the full age of majority and whose mailing address is P.O. Box 65, Berwick, Louisiana 70342, hereinafter referred to as "PRINCIPAL",

who declared that by these presents he does make, name, authorize, and appoint,

MICHELLE LeBLANC PORTH, SS#xxx-xx-7738, a single woman, formerly married to Charles Richard Porth, a person of the full age of majority of Harris County, Texas, and whose mailing address is 3430 Williams Glen Dr., Sugarland, TX 77479, hereinafter referred to as "AGENT",

to be PRINCIPAL's agent and attorney-in-fact, granting to the said AGENT full authority to act for PRINCIPAL in the conduct of all of PRINCIPAL's affairs, the mandate granted herein to include, but not be limited to, full authority to:

- (1) Open and answer all correspondence;
- (2) Deposit and withdraw from any account in any financial institution, which account is held in PRINCIPAL's name, or in which PRINCIPAL may now or hereafter own an interest, and to deposit any monies which may come to AGENT as such, with any bank or other person either in PRINCIPAL's or AGENT's own name, and to employ or expend as AGENT shall think fit, any of such money or other money to which PRINCIPAL is entitled which now is or shall be so deposits; to endorse checks, drafts, or bills or exchange for collection, deposits, or cashing;
- (3) Make and endorse promissory notes and other evidence of indebtedness in PRINCIPAL's name, and to draw, endorse and accept checks and bills of exchange;
- (4) Borrow money on the notes or other obligations of PRINCIPAL, such to be executed on PRINCIPAL's behalf by AGENT;
- (5) Buy, accept, or receive by donation, any type of property or rights of PRINCIPAL;
- (6) Sell, quitclaim, donate, partition, exchange, compromise, mortgage, assign, lease, pledge and/or subordinate or release any or all property, interests or rights of any kind owned or to be acquired by PRINCIPAL, including rights in corporeal and incorporeal property, movables and immovables (specifically including all real estate interests owned by PRINCIPAL, wherever located), and to receive and receipt for any sums or rights received thereby;
- (7) Execute, in connection with the sale, quitclaim, donation, partition, exchange, compromise, mortgage, subordination, assignment, lease and/or pledge of property on behalf of PRINCIPAL, any documents or agreements necessary to accomplish the foregoing, containing such terms as AGENT in AGENT's sole discretion deems advisable, including security clauses and confession of judgment;

- (8) Grant oil, gas and mineral leases on any property in which PRINCIPAL has an interest and execute all agreements in which PRINCIPAL may be interested by virtue of such ownership, including division orders, pooling agreements, unitization agreements, servitude agreements and compromises;
- (9) Act for PRINCIPAL at any creditors' meetings held under the provisions of Title 11 of the United States Code;
- (10) Attend any stockholders' meeting in which PRINCIPAL is interested and vote any stock of PRINCIPAL, or grant proxies for such in favor of others;
- (11) Sell and transfer all or any (i) shares of stock of any corporation owned by PRINCIPAL and (ii) membership in any company owned by PRINCIPAL, and receive and receipt for the dividends or other disbursements due or to become due thereon;
- (12) Sue in PRINCIPAL's name and on PRINCIPAL's behalf as well as be sued on behalf of PRINCIPAL, including the right to appear before all courts of law on PRINCIPAL's behalf for all purposes, and further to compromise or refer to arbitration any claims (whether asserted judicially or not) for or against PRINCIPAL, and to make transaction in matters of litigation;
- (13) Extend or waive prescription on any obligations due to PRINCIPAL;
- (14) Represent PRINCIPAL judicially or otherwise, whether as heir, legatee, creditor, executor, administrator or otherwise, in all successions or estates in which PRINCIPAL may be or become interested, including any acceptance or renunciation thereof; to apply for the administration thereof and demand, obtain and execute all orders and decrees as AGENT may deem proper therein; to settle, compromise and liquidate PRINCIPAL's interest therein; and to receive and receipt for all property to which PRINCIPAL may be entitled in such successions or estates;
- (15) Sign and file any and all Federal, State and local tax returns on PRINCIPAL's behalf and represent PRINCIPAL in any connection therewith;
- (16) Employ, on PRINCIPAL's behalf, any legal, financial, accounting, geological or other assistance to reasonably protect PRINCIPAL's interests and rights;
- (17) Act as PRINCIPAL's representative in connection with any claim or asserted right under Title XI or XVIII or other section of the Social Security Act. AGENT is authorized to make or give any request or notice; to present evidence; to obtain information; and to receive any notice in connection with any claim of PRINCIPAL. Agent is further specifically authorized to act on PRINCIPAL's behalf with any Federal, State or local agency in regards to Medicare and/or Medicaid and is authorized to the fullest extent allowed by law to make any Medicare and/or Medicaid decisions on behalf of PRINCIPAL;
- (18) To create and contribute to an Individual Retirement Account (IRA) or employee benefit plan for my benefit; to select payment options under plans in which I participate, and to change options I have selected. To make and change beneficiary designations, to make voluntary contributions, to "roll-over" plan benefits into other retirement plans, and to borrow money and purchase assets from plans and to sell assets thereto, if authorized by any such plan;
- (19) To execute trust instruments on my behalf as settlor or co-settlor, whether or not I am a beneficiary. To make gifts in trust on my behalf to trusts created by my Agent or to other trusts. To provide that a trust shall be revocable or irrevocable, and interests in the trust spendthrift or freely

alienable. To serve as trustee of any other trust created by me or for my benefit. To add my assets to any trust and to revoke or terminate any trust on my behalf. To withdraw or receive the income or principal and to request or demand such withdrawals of any trust;

(20) To continue to support any person I have undertaken to support or to whom I may owe an obligation of support. Support may include payment of real property taxes, payments on loans secured by my residence, maintenance of my residence, food, clothing and shelter, medical, dental and psychiatric care, normal vacations and travel expenses; education including payment for tuition, books and incidental charges made by the educational institutions, travel costs to and from such institutions, room and board, and a reasonable amount of spending money;

(21) To make annual gifts to charities, churches, employees and relatives of the PRINCIPAL (including specifically, to the AGENT, individually) by transferring to one or more of these donees such cash, stocks, bonds, securities or other property or interests in property (compromising PRINCIPAL's estate) as and when said AGENT may think proper and in such amounts consistent with PRINCIPAL's current estate and the donee's respective needs; and

(22) To make all health care, medical, nursing home residency, medication and surgical decisions for PRINCIPAL, and to give and grant all necessary consent(s) to any individual, partnership, corporation, medical clinic, medical group, nursing home or hospital concerning health care, medical or surgical treatment to be performed for the benefit of PRINCIPAL.

In addition to, and without limiting the foregoing, PRINCIPAL hereby provides that the rights, privileges and powers of attorney hereby granted shall not terminate upon PRINCIPAL's incapacity, physical or mental disability, or other conditions making express revocation, impossible or impractical. PRINCIPAL also nominates the said AGENT to be curator should an interdiction proceeding be filed by or against PRINCIPAL.

To protect third parties who deal with my AGENT under powers granted in this mandate, third persons may rely on my AGENT's act or signature with the same force and effect as though I were personally present and acting for myself. No person dealing with my AGENT on my behalf shall be charged with any amendment to this mandate or its revocation until actual notice thereof is delivered to the third party. No persons who deal with my AGENT shall be responsible for my AGENT's proper application of funds. Persons who receive requests for information from my AGENT are authorized to furnish it when requested. I release them from any and all legal liability for furnishing the information my AGENT requests.

It is the intent of PRINCIPAL in executing this mandate that said AGENT shall be empowered to act for PRINCIPAL in any and all matters, without reservation of any kind and to the fullest extent allowed by law, as completely as if PRINCIPAL were acting for herself; that said AGENT shall have full power of substitution herein and power of revocation of said substitution; and that this mandate shall not be deemed revoked by PRINCIPAL's incapacity, disability or condition making express revocation impossible.

If MICHELLE LeBLANC PORTH is unwilling or unable to act or to continue to act as my Agent under this act, then I designate MARY ELLA TESTA (born Mary Ella Duplantis, wife of Michael W. Testa, who is now a resident of Harris County, Texas), to serve as alternate agent to my Agent named hereinabove; which appointment shall be subject to acceptance by notarial act attached

to this power of attorney. In addition, any agent is bound to get the concurrence, consent or agreement of *Harold Burge* (herein sometimes "concurrence") to (i) change beneficiaries as provided in Section 18 above, (ii) name or change any beneficiaries as provided in Section 19 above, unless the same as provided in my will, (iii) make a donation(s) to any entity or individual in an amount exceeding the federal gift tax exclusion annual amount and (iv) provide support or financial assistance to any person in excess of the annual exclusion amount annually, as provided in Section 20.

There further appeared the said MICHELLE LeBLANC PORTH who appears to accept this appointment and agrees to be bound by this Power of Attorney.

THUS DONE AND PASSED at Morgan City, St. Mary Parish, Louisiana on this 27th day of September, 2021, in the presence of the undersigned Notary and the undersigned two competent witnesses, who have signed with the parties after due reading of the whole.

WITNESSES:

Diane L. Irwin
Diane L. Irwin

Janice Chaisson LeBlanc
JANICE CHAISSON LeBLANC, PRINCIPAL

Leah H. DiMatteo
Leah H. DiMatteo

Gerard J. Bourgeois
GERARD J. BOURGEOIS
NOTARY PUBLIC/B.R. NO. 21491

THUS DONE AND PASSED at Morgan City, St. Mary Parish, Louisiana on this 27th day of September, 2021, in the presence of the undersigned Notary and the undersigned two competent witnesses, who have signed with the parties after due reading of the whole.

WITNESSES:

Diane L. Irwin
Diane L. Irwin

Michelle LeBlanc Porth
MICHELLE LeBLANC PORTH, AGENT

Leah H. DiMatteo
Leah H. DiMatteo

Gerard J. Bourgeois
GERARD J. BOURGEOIS
NOTARY PUBLIC/B.R. NO. 21491