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RECORDING REQUESTED BY:

WHEN RECORDED MAILED TO:

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Minden, Nevada 89423

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Minden, Nevada 89423

DURABLE POWER OF ATTORNEY

FOR ESTATE AND PERSONAL PLANNING USES

I, H. G. MC NEILL, "principal", a resident of Douglas County, Nevada, hereby appoint ELAINE J. MC NEILL as my attorney in fact to manage my assets and financial affairs in the event that I become incapacitated. By this document, I intend to create a Durable Power of Attorney under California Civil Code Section 2400, et seq.

The primary responsibility of my attorney in fact is to manage my assets and financial affairs on my behalf and in my best interests, and I hereby give him/her full power to perform all acts necessary to fulfill this responsibility. IT IS MY INTENTION THAT THIS GRANT OF POWER SHALL NOT BECOME EFFECTIVE UNTIL I BECOME INCAPACITATED.

1. Substitute Agents. If my attorney in fact resigns, dies, becomes incapacitated as defined in this document, or fails to act as my agent for any other reason, then I appoint MARY E. MC NEILL as substitute attorney in fact, with all the same powers granted to my attorney in fact. If MARY E. MC NEILL resigns, dies, becomes incapacitated as defined in this document, or fails to act as my agent for any other reason, then I appoint ANDREA GRAHAM as substitute attorney in fact, with all the same powers granted to my attorney in fact. The last named individual to act shall have the right to designate by Will or other written instrument a successor attorney in fact.

My attorney or Co-attorney in fact's resignation as my agent, or the declination of any of the named substitute attorneys or Co-attorneys, if any, shall be made in writing and 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.

2. Authorization to act in principal's behalf. Said attorney in fact is hereby authorized and empowered for and in the principal's name, place, and stead:

(a) To ask, demand, sue for, recover, collect and receive each and every sum of money, debt, account, legacy, bequest, interest, dividend, annuity and demand (which now is or hereafter shall become due, owing or payable) belonging to or claimed by principal, and to use and take any lawful means for the recovery thereof by legal process or otherwise, and to execute and

recovery thereof by legal process or otherwise, and to execute and deliver a satisfaction or release therefor, together with the right and power to compromise or compound any claim or demand;

(b) To exercise any or all of the following powers as to real property, any interest therein and/or any building thereon: To contract for, purchase, receive and take the same for any term or purpose, including leases for business, residence, and oil and/or mineral development; to sell, exchange, grant or convey the same with or without warranty; to transfer the same to any trust wherein the principal is or may be a trustor or a beneficiary; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement;

(c) To convert and transfer the form of title to ownership of any property, real, personal or mixed as follows: from joint tenancy (with principal's spouse) to community property; and from community property to one-half the separate property of the principal and one-half the separate property of the principal's spouse; and, furthermore, to convert and transfer the principal's community or separate property interest in principal's home entirely to the separate property of principal's spouse if such conversion or transfer is done for the purpose of qualifying for exemption from consideration as a property resource available for reimbursement of any Federal Medicare programs.

(d) To exercise any or all of the following powers as to all kinds of personal property and goods, wares and merchandise, choices in action and other property in possession or in action: To contract for, buy, sell, exchange, transfer and in any legal manner deal in and with the same; to transfer the same (specifically including any policies of life insurance) to any trust wherein the principal is or may be a trustor or a beneficiary; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement;

(e) To borrow money and to execute and deliver negotiable or non-negotiable notes therefor with or without security; and to loan money and receive negotiable or non-negotiable notes therefor with such security as said attorney shall deem proper;

(f) To create, amend, supplement, or transfer assets to any revocable trust established for the primary benefit of principal during his or her lifetime (and to make, amend, or revoke any Will only insofar as necessary to conform to and carry out the purposes of such trust) and to instruct and advise the trustee of any trust wherein principal is or may be a trustor or a beneficiary; to represent and vote stock, exercise stock rights,

accept and deal with any dividend, distribution or bonus, join in any corporation formation, financing, reorganization, merger, liquidation, consolidation or other action and the extension, compromise, conversion, adjustment, enforcement or foreclosure, singly or in conjunction with others, of any corporate stock, bond, note, debenture or other security; to compound, compromise, adjust, settle and satisfy any obligation, secured or unsecured, owing by or to principal and to give or accept any property and/or money whether or not equal to or less in value than the amount owing in payment, settlement or satisfaction thereof;

(g) To transact business of any kind or class and to sign, execute, acknowledge, and deliver any deed, lease, mortgage, deed of trust, covenant, indenture, indemnity, agreement, beneficial interest under deed of trust, extension or renewal of any obligation, subordination or waiver of priority, hypothecation, bottomry, charter-party, bill of lading, bill of sale, bill, bond, note, whether negotiable or non-negotiable, receipt, evidence of debt, full or partial release or satisfaction of mortgage, judgment and other debt, request for partial or full reconveyance of deed of trust and such other instruments in writing of any kind or class as may be necessary or proper in the premises;

(h) To open, maintain, transfer or close any accounts, checking or savings, personal or commercial, at any federally or state chartered bank or savings and loan, thrift or credit union and to make additions thereto or withdrawals therefrom.

(i) To purchase (for the principal's sole account) United States of America treasury bonds of the kind which are redeemable at par in payment of federal estate taxes, to borrow money and obtain credit in the principal's name from any source for such purpose (in connection therewith, to make, execute, endorse, and deliver any and all necessary or desirable promissory notes, bills of exchange, drafts, agreements, and/or other obligations and, as security therefor, to pledge, mortgage, and assign any stock, bonds, insurance values, securities, and/or other properties (real, personal, and/or mixed which the principal may own or in which the principal may have an interest), and to arrange for the safekeeping and custody of any such treasury bonds.

(j) To make, verify, and file federal, state, and/or local income, gift, and/or other tax returns of all kinds, claims for refund, request for extensions of time, petitions to the tax court or other courts regarding tax matters, and/or any and all other tax related documents, including receipts, offers, waivers, consents, powers of attorney, closing agreements, and other documents of all kinds without limit, to pay any such taxes due and generally to act in behalf of the principal in all tax matters of all kinds and for all kinds and for all periods before all officers of the Internal Revenue Service and/or any other taxing authority.

(k) To make gifts in cash or in kind for such purposes, and to such relatives (including my spouse) and such other friends, entities, charities and/or other objects of my bounty as would be likely beneficiaries of gifts made by me, keeping in mind the dispositive provisions of my last unrevoked Will and/or Living Trust and my reasonably anticipated health, support and maintenance needs for the remainder of my lifetime.

(l) Restrictions on Powers. Notwithstanding the foregoing provisions of this document, my attorney in fact (a) shall have no incidents of ownership over any life insurance policy in which I may own an interest and which insures my attorney in fact's life, (b) is prohibited from appointing, gifting, assigning, or disclaiming any of my assets, interests, or rights having a value in excess of the federal gift tax annual exclusion amount in any one calendar year to himself/herself (except insofar as set forth in paragraph 2(c) above) or to his/her estate, or to his or her creditors or the creditors of his/her estate, or from using my assets to discharge any of his/her legal obligations, including any obligation of support which he/she may owe to others (excluding me and those whom I am legally obligated to support), and the annual right to appoint, gift, assign, or disclaim assets, interests, or rights to himself/herself or for his/her benefit within the federal gift tax annual exclusion amount shall be non-cumulative and shall lapse at the end of each calendar year, (c) shall not hold or exercise any powers which I may have over assets he/she has given to me or over assets held in an irrevocable trust of which he/she is grantor, (d) shall not have the right to make, amend, or revoke any Will in my name (except as stated previously herein), and (e) shall not have the right to amend or revoke any existing revocable living trust of which I am a grantor to the extent that any such act effectively changes the respective shares of the beneficiaries named in said trust or the time of distribution of their shares.

3. Enabling Powers. With respect to any of the foregoing acts, to do and perform all, any and/or every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as the principal might or could do if personally present, including (without limitation) authority to enter into oral and/or written agreements and to execute, acknowledge, and deliver any stock power, deed and/or other written instrument of any kind. The power and authority hereby conferred upon said attorney shall be effective as to all property, whether now owned or hereafter acquired by principal in whatever capacity, whether as an individual, joint tenant, tenant in common, partner, joint venturer, stockholder, trustee or otherwise, or any community property interest, and wherever situated.

4. Ratification. The principal hereby ratifies and confirms all that said attorney in fact shall do or cause to be done by virtue hereof and all documents of any kind (without limitation) executed and/or delivered by said attorney shall bind the principal

and the principal's heirs, distributees, legal representatives, successors, and assigns.

5. Inducement. For the purpose of inducing any bank, broker, custodian, insurer, lender, transfer agent, and/or other party to act in accordance with the powers granted in this power of attorney, the principal hereby represents, warrants, and agrees that, if this power of attorney is terminated for any reason whatsoever, the principal and the principal's heirs, distributees, legal representatives, successors, and assigns will save such party or parties harmless from any loss suffered or liability incurred by such party or parties in acting in accordance with this power of attorney prior to such party's (or parties') receipt of written notice of any such treatment.

6. Exculpation. Under no circumstances shall any attorney in fact named herein incur any liability to the principal for acting or refraining from acting hereunder, except for such attorney's own willful misconduct or gross negligence.

7. Nomination of Conservator Ad Litem. If at any time it becomes necessary to appoint a conservator of my estate, I hereby nominate the person named as my attorney in fact as such conservator. If for any reason it becomes necessary to appoint a substitute conservator, then I nominate the substitute attorney named in this document as alternate conservator. I grant to my conservator all of the powers specified in the California Probate Code. My conservator shall serve in such capacity without bond, or, if a bond be required, I request that such bond be set as low as possible. I hereby revoke all prior conservatorship nominations that I have made regarding my estate.

8. Determination of Incapacity and Capacity. For the purpose of this document, a person shall be deemed incapacitated when that person's physical or mental incapacity makes it impracticable for such person to give prompt and intelligent consideration to financial matters and such incapacity has been declared by a Court of competent jurisdiction or upon presentation of a certificate executed by two (2) physicians licensed to practice in the state of such person's residence which states the doctors' opinion that the person is physically or mentally incapable of managing his or her financial affairs. The effective date of such incapacity shall be the date of the decree adjudicating the incapacity or the date of the doctors' certificate, as the case may be. A certified copy of the decree declaring incapacity or the doctors' certificate 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.

A person shall be deemed to have regained capacity if there is a finding to that effect by a court of competent jurisdiction or upon presentation of a certificate executed by two (2) physicians licensed to practice in the state of such person's residence which

states the doctors' opinion that the person is physically or mentally capable of managing his or her financial affairs. A certified copy of the decree declaring such person's capacity or the doctors' certificate 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.

Any third party may accept doctor's certificates as proof of capacity or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of relying upon such evidence of capacity or incapacity, it being my express desire that the next succeeding attorney in fact be able to assume his or her powers hereunder without the necessity of first obtaining a court decree of capacity or incapacity.

I hereby voluntarily waive any physician-patient privilege or psychiatrist-patient privilege that may exist in my favor, and I authorize physicians to examine me and disclose my physical or mental condition in order to determine my capacity or incapacity for purposes of this document.

9. Revocation and Amendment. I revoke all prior Powers of Attorney pertaining to asset management that I may have executed, and I retain the right to revoke or amend this document and to substitute other attorneys 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.

10. Durability. THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY THE SUBSEQUENT DISABILITY OR INCAPACITY OF THE PRINCIPAL.

11. Governing Law. This power of attorney shall be governed by the laws of the State of Nevada in all respects, including its validity, construction, interpretation, and termination. Should any provisions hereof be held invalid, such invalidity shall not affect the other provisions which shall remain in full force and effect.

12. Severability. If any provision of this document is not enforceable or is not valid, the remaining provisions shall remain effective.

DATED: May 2, 1994.



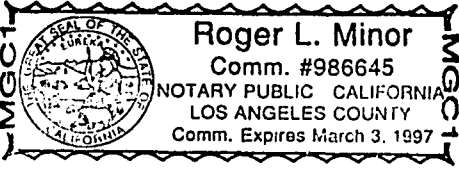
H. G. MC NEILL

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF NEVADA COUNTY) ss.

On May 2, 1994 before me, ROGER L. MINOR, Notary Public, personally appeared H. G. MC NEILL, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Roger L. Minor

Notary Public in and for said County and said State

(Seal)

REQUESTED BY
Michael Smiley Rowe
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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