

Juli Wilson  
PO Box 309  
Minden, NV 89423

## DURABLE GENERAL POWER OF ATTORNEY

I, **GRETCHEN F. LANGERAK**, a resident of **Minden**, Nevada, hereby make, constitute and appoint my daughter, **JULI ANN WILSON**, as my full and lawful attorney-in-fact (hereinafter referred to as my "agent" or my "attorney-in-fact"), to act for me and in my name as authorized in this document. By this document I intend to create a Durable Power of Attorney under Nevada Revised Statutes, Section 111.460, and the powers contained herein shall be effective immediately and shall not be affected by my subsequent incapacity.

1. **Your Powers.** I hereby give to my agent full power and authority to perform all acts that may be necessary to be done on my behalf as fully as I could do if personally present and able to act, including, but not limited to, the powers described hereafter in this paragraph 1.

A. **Powers Regarding My Assets.** My agent shall have the following powers with respect to my assets:

(1) Invest, sell, purchase, lease, borrow, and encumber assets. To sell, lease, or invest assets in which I have an interest, to purchase assets or borrow money on my behalf and encumber any asset in which I have an interest as security for such borrowing, and in particular, without limiting the generality of the foregoing, the power to sell my interest in any real property which I presently own or which I hereafter acquire.

(2) Collect and recover assets. To demand, sue for, and collect all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities, demands and insurance reimbursements that are now or may later become due or payable to me, including any benefits payable by any governmental body or agency, and to take all lawful means to recover such assets, and to compromise claims for such assets and grant discharges for such assets in my name.

(3) Deal with financial institutions. To establish, maintain, or terminate bank accounts, security accounts, certificates of deposit, money market accounts, margin accounts, common trust funds, mutual funds, treasury bills and notes, and any other type of cash fund, cash equivalent or security in my sole name or jointly in my name with others, and to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts, and to endorse, deposit, or collect any checks or drafts made payable to me or to my order.

(4) Transfer Additional Assets to Revocable Living Trust. My agent is authorized to transfer any or all of my assets to the Trustee of my trust created, to be held, administered, and distributed in accordance with such Trust Agreement.

(5) Disclaim, renounce, and assign interests. To disclaim, renounce, or assign any gift, inheritance, power of appointment, bequest or right of succession, with or without consideration.

(6) Deal with trusts. To establish any trust with my assets for my benefit or for the benefit of any other person upon such terms as may be necessary or proper, to transfer any asset in which I have an interest to any such trust or to any trust that I may have created, and to exercise (in whole or in part), release, or let lapse any power I may have under any trust whether or not created by me, including any power of appointment, revocation, withdrawal or amendment.

(7) Authority to divide and transfer assets to qualify for state or federal benefits. To execute agreements dividing the community property of myself and my spouse into equal shares of separate property. If major expenses relating to my incapacity are foreseeable and may deplete my estate, my agent is also authorized to transfer ownership of my interest in my family residence to my spouse. If any of my assets are held in a revocable trust, the agent is authorized to remove my assets from such trust to the extent that this is necessary to effect the above described division or transfer of assets. Thereafter, my agent is authorized to execute a replacement separate property trust on my behalf on condition that any new trust does not materially alter the provisions for disposition of any assets I may own at my death.

(8) Represent me in all tax matters. To prepare, sign, and file federal, state or local income, gift, other tax returns of all kinds, FICA returns, payroll returns, claims for refunds, requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, including, without limitation, receipts, offers, waivers, consents (including, but not limited to, consents and agreements under Internal Revenue Code §2032A, or any successor section thereto), closing agreements and any power of attorney form required by the Internal Revenue Service, or other taxing authority with respect to any tax year, inclusive, to pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service, or other taxing authorities; to exercise any elections I may have under federal, state or local tax law; and generally to represent me in all tax matters and proceedings of all kinds and for all periods, inclusive, before all officers of the Internal Revenue Service, and any other taxing authority.

(9) Employ others. To employ and remove any domestic help, custodian, attorney, accountant, investment counsel or any other professional advisor to assist my agent in administering my property and to pay them reasonable compensation.

(10) Enter, establish, close, or maintain safe deposit boxes. To enter, establish, close, maintain and have access to any safe deposit box held in my name alone or jointly with another person whether or not the institution renting such box has its own form of power of attorney for such purposes and to remove all or any of the contents of such box.

(11) Litigate. To prosecute, defend, compromise, or arbitrate any claims on my behalf in any local, state, or federal court or administrative body and to settle, appeal, or dismiss such actions.

(12) Power to Make Gifts. The agent is authorized to make gifts and other transfers without consideration, or with less than full consideration, including forgiveness of debts on my behalf to any one or more of the class composed of my children, my childrens' spouses, my childrens' issue and any charitable organization, and for such purposes, to withdraw any assets over which I have a power of withdrawal from any trust of which I am a trustor. The agent is authorized to consent to split gifts made by my spouse to third persons under Internal Revenue Code Section 2513, or any successor statute and similar provisions of my state or local gift tax laws. Provided, however, notwithstanding the foregoing, the agent shall not make gifts to the agent unless the gifts are for the agent's health, support, education and maintenance, or do not exceed my federal annual gift tax exclusion under Internal Revenue Code Section 2503(b), or any successor statute.

(13) Authority to Exercise Powers of Appointment. The agent is authorized to exercise on my behalf all powers of appointment held by me. Notwithstanding the above, however, the agent shall have no authority to exercise any power of appointment which authority itself would constitute a general power of appointment in favor of the agent personally. The agent may not exercise any power of appointment in favor of himself or herself, his or her estate, his or her creditors, or the creditors of his or her estate.

(14) Miscellaneous powers. To open, read, respond to, and direct my mail; cancel or to continue to use any of my charge accounts and credit cards; cancel or continue any of my club, church or other organization memberships, and to continue any payments or contributions incidental to such memberships; take custody of all my important documents, including but not limited to my Will, trust agreements, deeds, leases, life insurance policies, contracts, and securities; to enter into oral or written agreements on my behalf; to support and maintain any animals I may own and to continue to pay any installment obligations I may incur.

B. Incidental Powers. In connection with the exercise of any of the powers described in this paragraph 1, my agent is authorized and empowered to perform any other act necessary or incidental to the exercise of such power with the same validity and effect as if I were personally present, competent and personally exercised the powers myself including, but not limited to the power to execute, acknowledge, and deliver any agreements, stock powers, deeds, leases and assignments of leases, assignments of accounts receivable, and notices of the expected assignments of such accounts and cancellation of such notices, covenants, indentures, mortgages, deeds of trust and reconveyances thereunder, bills, bonds, notes, receipts, evidences of debt, releases and satisfaction of mortgage, judgments, and other debts, or any other documents for the accomplishment of, or relating to, any acts authorized by this document; and to perform all, any, and every act required to be done as fully as I could do if personally present and able to act.

2. Authority to Provide for Principal's Personal Care, Maintenance, Medical Needs, and Related Matters. My agent is authorized to do all things and enter



into all transactions necessary to provide for my personal care, to maintain my customary standard of living, to provide suitable living quarters for me, and to hire and compensate household, nursing, and other employees as my agent considers advisable for my well being. The above shall specifically include but not be limited to the authority to pay the ongoing costs of maintenance of my present residence, such as interest, taxes, repairs; to procure and pay for clothing, transportation, medicine, medical care, food and other needs, and to make arrangements and enter into contracts on my behalf with hospitals, hospices, nursing homes, convalescent homes, and similar organizations.

3. **Intention of Principal to Remain in Own Home.** I presently live in my own home. It is my desire to continue to live in the residence as long as I am physically able, notwithstanding the possibility that alternative housing may be recommended by my agent or third parties for financial or other reasons. I authorize and direct my agent to take such steps as are necessary to honor my above expressed desire, including but not limited to modifying the premises, hiring home care providers, or taking such other measures as my agent considers advisable under the circumstances.

4. **Authority to Apply for Government and Insurance Benefits.** My agent is authorized to apply for and make any elections required for payment of governmental, insurance, retirement, or other benefits to which I may be entitled, to take possession of all such benefits, and to distribute such benefits to or for my benefit.

5. **Authority to Deal with Employee Benefits.** My agent is authorized to establish and contribute to IRA accounts and other employee benefits plans on my behalf; to select or change payment options and make elections under any IRA or employee benefit plan in which I am a participant; and to make "rollovers" of plan benefits into other retirement plans.

6. **Authority to Deal with Insurance.** My agent may purchase and maintain insurance on my life and property or the life and property of any third person when I have an insurable interest, may pay all insurance premiums from my assets, and may borrow money on my behalf in order to pay for insurance. My agent may pursue insurance claims on my behalf, and may decrease coverage under any insurance policy, or cancel any policy and receive on my behalf any cash proceeds on termination. My agent may also borrow against policies on my life and repay loans against such policies as you consider in my best interest.

7. **Ratification.** I hereby ratify and confirm all that my agent shall do or cause to be done under the authority granted in this document, and all promissory notes, bills or exchanges, drafts, other obligations, agreements, stock powers, instruments, and other documents, signed, endorsed, drawn, accepted, made, executed or delivered by my agent shall bind me, my estate, my heirs, successors, and assigns.

8. **Third Party Reliance.** For the purpose of inducing any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority,

governmental agency, or other party to act in accordance with the powers granted in this document, I hereby represent, warrant and agree that:

A. If this document is revoked or amended for any reason, I, my estate, my heirs, successors, and assigns will hold such party or parties harmless from any loss suffered, or liability incurred, by such party or parties in acting in accordance with this document prior to that party's receipt of written notice of any such termination or amendment.

B. The powers conferred my agent by this document may be exercised by my agent alone and his or her 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 my agent may make as to the scope of my agent's authority granted under this document shall incur any liability to me, my estate, my heirs, successors or assigns for permitting my agent to exercise any such power, nor shall any person who deals with my agent be responsible to determine or insure the proper application of funds or property.

D. My agent shall have the right to seek appropriate court orders mandating acts which my agent deems appropriate if a third party refuses to comply with actions taken by my agent which are authorized by this document or enjoining acts by third parties which my agent has not authorized. In addition, my agent may sue a third party who fails to comply with actions I have authorized my agent to take, and demand damages, including punitive damages, on my behalf for such noncompliance.

9. **Conflict of Interest.** If my designated attorney-in-fact or if any alternate designated attorney-in-fact is a recipient of my estate, in that event I waive any conflict of interest that said attorney-in-fact may have in carrying out the provisions of this durable power of attorney, by reason of the fact that said attorney-in-fact may be a recipient of my estate whether by Will, the laws of intestate succession or pursuant to a trust or other arrangement.

10. **Release of Information to Agent Authorized and Privilege Waived.** Any third party from whom the agent under this power of attorney may request information, records, or other documents regarding my personal affairs may release and deliver all such information, records, or documents to the agent without liability to me, my estate, heirs, successors, or assigns for release or delivery of such information, records, or other documents to the agent. The principal hereby waives any privilege which may apply to release of such information, records, or other documents.

11. **Preliminary Recital of Principal's Understanding of Instrument.** I declare that I understand the importance of this durable power of attorney, recognize that I am granting the agent broad power to hold, administer and control my assets, and

recognize that this durable power of attorney will become effective immediately on execution and will continue indefinitely, even if I later become incapacitated, until specifically revoked or terminated by my death.

**12. Nomination of Guardian and Guardian Ad Litem.** If at any time it becomes necessary to appoint a guardian of my estate or person, or both, I hereby nominate my agent as such guardian. I grant to my guardian all of the powers specified in N.R.S. Chapter 159. My guardian 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 guardianship nominations that I have made.

If at any time it becomes necessary to appoint a guardian ad litem to represent me, I hereby nominate my agent as such guardian.

**13. General Self-Dealing Authorized.** My agent is authorized to purchase any of my assets at fair market value and to engage in any transactions my agent considers in my best interest, irrespective of any concurrent interest or benefit to the agent personally.

**14. Revocation and Amendment.** I revoke all prior General Durable Powers of Attorney other than Health Care 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 the ones named herein. Amendments to this document shall be made in writing by me personally (not by my agent) and they shall be attached to the original of this document and may be recorded in the same county or counties as the original if the original is recorded.

**15. Photostatic Copies.** Only one original of this document has been executed. All parties dealing with my agent after production of the original of this document are authorized to rely fully on a photostatic copy of the original executed document.

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

**17. Exculpation.** My agent shall not incur any liability to me, my estate, my heirs, successors, or assigns for acting or refraining from acting hereunder, except for willful misconduct or gross negligence. My agent shall not have responsibility to make my assets productive of income, to increase the value of my estate, to diversify my investments, or for entering transactions authorized by this document with my agent so long as my agent believes such actions are in my best interests or in the best interests of my estate and those interested in my estate.

**18. Governing Law.** This document shall be governed by the laws of the State of Nevada in all respects, including its validity, construction, interpretations, and termination.

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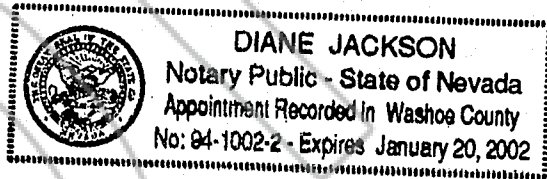
I execute this Durable General Power of Attorney on \_\_\_\_\_, 2000, at \_\_\_\_\_, Nevada.

*Gretchen F. Langerak*  
GRETCHEN F. LANGERAK

STATE OF NEVADA )  
COUNTY OF Douglas )ss.

This instrument was acknowledged before me on May 19, 2000, by GRETCHEN F. LANGERAK.

*Diane Jackson*  
Notary Public



REQUESTED BY  
*Julie Ann Wilson*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 MAY 22 PM 3: 56

LINDA SLATER  
RECORDER

\$13<sup>00</sup> PAID *LB* DEPUTY

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