000201462 RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

Alan L. Bledsoe 1447 Genesee Reno, NV 89503

GENERAL DURABLE POWER OF ATTORNEY FOR PROPERTY MANAGEMENT

- 1. <u>Creation of Durable Power of Attorney</u>. By this document I intend to create a durable power of attorney as permitted under California Civil Code sections 2400-2407. This power of attorney shall not be affected by my subsequent disability or incapacity.
- 2. <u>Designation of Agent</u>. I, EMILY PHYLLIS BLEDSOE, presently a resident of Napa County, California, appoint ROBERT K. BLEDSOE, SUSAN C. CROCKER, and ALAN L. BLEDSOE, as my true and lawful co-attorneys-in-fact (agent), to act for me and in my name as authorized in this document. All acts of the agent under this power of attorney shall require the approval and signature of any two of the three named agents acting jointly.

On the death or incapacity of any one of the above-named agents, all acts of the agents under this power of attorney shall require the approval and signature of both of the remaining two agents acting jointly. On the death or incapacity of any two of the above-named agents, the remaining agent shall have the authority to act as sole agent. Any third party may rely on a certified death certificate or a licensed physician's certification of incapacity without further proof of the remaining agent(s)'s sole authority.

3. Effective Date and Duration. This durable power of attorney shall become effective immediately on execution and will continue indefinitely until specifically revoked or terminated by death, even if I later become incapacitated.

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- 4. Statement of Authority Granted. I hereby grant to my agent full power and general authority to act for me and in my name, in any way which I myself could act, if I were personally present and able to act, with respect to the following matters:
- a. Real Property: To manage, control, lease, sublease, and otherwise act concerning any real property which I may own; collect and receive rents or income therefrom; pay taxes, charges, and assessments on the same; repair, maintain, protect, preserve, alter, and improve the same; and do all things necessary or expedient to be done in the agent's judgment in connection with the property.
- b. <u>Transfer of Property and Encumbrances</u>: To grant, sell, transfer, mortgage, deed in trust, pledge, and otherwise deal in all property, real and personal, which I may own, including but not limited to any real property acquired after execution of this instrument by myself or the agent; to attach exhibits to this instrument which provide legal descriptions of all such property; and to execute such instruments as the agent deems proper in conjunction with all matters covered in this subparagraph b.
- c. <u>Stocks and Bonds</u>: To purchase, sell, invest, reinvest, and generally deal with all stocks, bonds, debentures, warrants, partnership interests, rights, and securities owned by me.
- d. <u>Financial Institutions</u>: To deposit in and draw on any checking, savings, agency, or other accounts which I may have in any banks, savings and loan associations, and any accounts with securities brokers or other commercial institutions, and to establish and terminate all such accounts.
- e. <u>Safe Deposit Box</u>: To have access to all safe deposit boxes in my name or to which I am an authorized signatory; to contract with financial institutions for the maintenance and continuation of safe deposit boxes in my name; to add to and remove the contents of all such safe deposit boxes; and to terminate contracts for all such safe deposit boxes.

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- f. <u>Credit Cards</u>: To close my charge accounts and terminate my credit cards under circumstances where the agent considers such acts to be in my best interest.
- g. <u>Partnership</u>: To manage and control all partnership interests owned by me and to make all decisions I could make as a general partner, limited partner, or both, and to execute all documents required of me as such partner, all to the extent that the agent's designation for such purposes is allowed by law and is not in contravention of any partnership or other agreement.
- my life and property or the life and property of any third person when I have an insurable interest; to pay all insurance premiums from my assets, and to borrow money on my behalf in order to pay for insurance. The 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. The agent may also borrow against policies on my life and repay loans against such policies as the agent considers in my best interest.
- i. Government and Retirement Benefits: To apply for and make any elections required for payment of governmental, 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.
- j. <u>Employee Benefits</u>: 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.
- k. <u>Revocable Living Trusts</u>: To make additions and transfer assets to any and all existing and future revocable living trusts of which I am a trustor.
- 1. <u>Tuition and Medical Care</u>: To make direct payments to the provider for tuition and medical care for my issue under Internal Revenue Code section 2503(e) or any successor statute, which excludes such payments from gift tax liability.

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- m. <u>Make Annual Gifts</u>: To make gifts on my behalf to a class composed of my children, any of their issue, or both to the full extent of the annual federal gift tax exclusion under Internal Revenue Code section 2503(b) or any successor statute.
- n. <u>Execute Disclaimers</u>: To execute and deliver disclaimers under Internal Revenue Code section 2518 and California Probate Code sections 260-295 or any successor statute.
- Payments and Claims: To pay any sums of money which may at any time be or become owing from me; and to adjust and compromise any claims which may be made against me as the agent considers appropriate under the circumstances.
- p. <u>Debts, Interest, and Dividends</u>: To collect and deposit for my benefit all debts, interest, dividends, or other assets that may be due or belong to me, and to execute and deliver receipts and other discharges therefor; to demand, arbitrate, and pursue litigation on my behalf concerning all rights and benefits to which I may be entitled; and to compromise, settle, and discharge all such matters as the agent considers appropriate under the circumstances.
- Tax Matters: To prepare and file all income and other federal and state tax returns which I am required to file; to sign my name on tax returns prepared and filed on my behalf as permitted by the Internal Revenue Code and regulations, including Forms IRS 1040 and FTB 540; to hire preparers and advisors and pay for their services; and to do whatever is necessary to protect my assets from assessments for income taxes and other taxes for the years 1985 through 2025. The agent is specifically authorized to receive confidential information; to receive checks in payment of any refund of taxes, penalties, or interest; to execute waivers (including offers of waivers) of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of claims for credit or refund; to execute consents extending the statutory period for assessment or collection of taxes; to execute closing agreements under Internal Revenue Code section 7121 or any successor statute; and to delegate authority or substitute another representative concerning all above matters.

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- r. Investments: To invest and reinvest my funds in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts, investment companies, and mutual funds; mortgage participations; that, under the circumstances then prevailing (specifically including but not limited to the general economic conditions and my anticipated needs) persons of skill, prudence, and diligence acting in a similar capacity and familiar with those matters would use in the conduct of an enterprise of a similar character and with similar aims, to attain my goals; and to consider individual investments as part of an overall plan.
- s. <u>Personal Care, Maintenance, and Medical Needs</u>: 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 the 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, and 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.
- t. <u>Consent with Regard to Sale of Residence</u>: I presently live in a residence located at 6 Del Rio Court, St. Helena, California, which is held in the C.J. BLEDSOE FAMILY TRUST. That trust provides that my formal written consent is required before the home (or any other such residence) may be sold. I hereby authorize my agent to execute that written consent for me.
- agent feels it would be prudent to rent the residence to pay (in part or totally) for the cost of my health or other care outside of the home, or if in the agent's judgment I will never be able to

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return to my residence, the agent is authorized to store or sell for such price and on such terms as the agent considers appropriate, any items of tangible personal property remaining in my residence which the agent believes I will not need again. In the alternative, the items may be sold for such price and on such terms as the agent considers appropriate, if the agent is assured that such items are not the subject of specific distributive provisions in my Will.

v. All Other Matters: Generally to do, execute, and perform any other act, deed, matter, or thing, that in the opinion of the agent ought to be done, executed, or performed in conjunction with this power of attorney, of every kind and nature, as fully and effectively as I could do if personally present. The enumeration of specific items, acts, rights, or powers in this instrument does not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers granted to the agent except where powers are expressly restricted.

5. Third Party Reliance.

- a. The agent is authorized and directed to commence enforcement proceedings, at my expense, against any third party who fails to honor this durable power of attorney.
- b. Any third party from whom the agent may request information, records, or other documents regarding my personal affairs may release and deliver all such information, records, or documents to the agent. I hereby waive any privilege that may apply to release of such information, records, or other documents.
- in this power of attorney may be accepted by any third party or organization with the same force and effect as if I were personally present and acting on my own behalf. No person or organization who relies on the agent's authority under this instrument shall incur any liability to me, or to my estate, heirs, successors, or assigns, because of reliance on this instrument.

- 6. <u>Powers Specifically Not Granted</u>. Notwithstanding any other possible language to the contrary in this instrument, the agent is specifically <u>not</u> granted the following powers:
- a. To use my assets for the agent's own legal obligations, including but not limited to support of the agent's dependents;
- b. To exercise any trustee powers under an irrevocable trust of which the agent is a trustor and I am the trustee; and
- c. To exercise incidents of ownership over any life insurance policies which I own on the agent's life.
- 7. Freedom From Liability When Acting in Good Faith. The agent is not liable to me or any of my successors in interest when, in good faith, the agent acts or does not act under this document; but this freedom from liability is not effective in the event of the agent's wilful misconduct or gross negligence. My estate, heirs, successors, and assigns shall be bound by the agent's acts under this power of attorney.
- 8. <u>Ratification</u>. I hereby ratify and confirm all that the agent shall do, or cause to be done, by virtue of this power of attorney.
- 9. <u>Prior Designation Revoked</u>. I revoke any prior power of attorney, general or durable, other than any durable power of attorney for health care.
- 10. <u>Severability</u>. If any provision of this document or its application to any person or circumstances is held invalid, all other provisions or applications of this document which can be given effect without the invalid provision or application shall remain valid.
- 11. <u>Language</u>. Where required, the singular includes the plural and the plural includes the singular.
- 12. <u>California Governing Law</u>. California law governs this durable power of attorney in all respects.

- 13. <u>Nomination of Conservator of Estate</u>. If it becomes necessary to appoint a conservator of my estate, I nominate ROBERT K. BLEDSOE, SUSAN C. CROCKER, and ALAN L. BLEDSOE, as coconservators of my estate. I revoke all prior conservatorship of the estate nominations.
- 14. <u>Declaration of Principal</u>. I declare that I understand the importance of this durable power of attorney, recognize that the agent is granted 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 until specifically revoked or terminated by death, even if I later become incapacitated. I understand that I have the right to revoke or terminate this durable power of attorney at any time.
- 15. Execution. I, the principal, sign this durable power of attorney on the following date:

June <u>/6</u>, 1994.

Emily Phyllis Blesker Emily Phyllis Bledsoe

STATE OF CALIFORNIA)

COUNTY OF NAPA

Durable Power

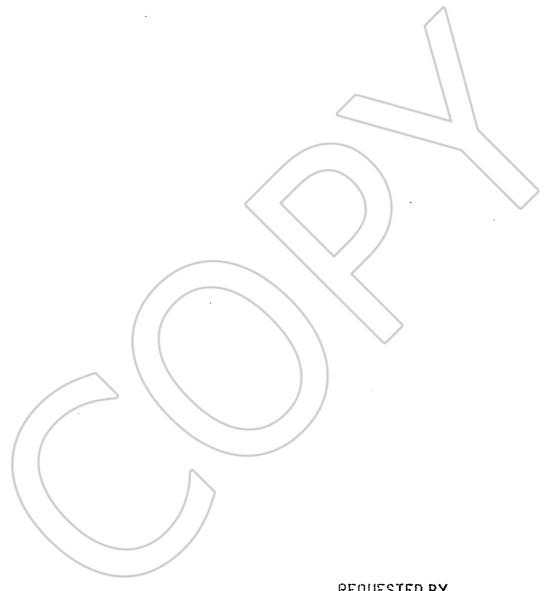
of Attorney

ss.

WITNESS my hand and official seal.

DIANE L. DILLON
Comm. # 970497
NOTARY PUBLIC - CALIFORNIA
Napa County
My Comm. Expires Jul. 29, 1996

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IN OFFICIAL RECORDS OF DOUGLAS CO.. NEVADA

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LINDA SLATER RECORDER

\$\frac{15}{9}\text{PAID} & \frac{1}{2}\text{DEPUTY}

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