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DOC # 0718396
02/22/2008 11:06 AM Deputy: PK
OFFICIAL RECORD
Requested By:
DEWAYNE P NORMAN

Assessor's Parcel Number: _____

Recording Requested By: _____

Name: DEWAYNE P. NORMAN

Address: P.O. Box 1027

City/State/Zip MINDEN, NV, 89423

Real Property Transfer Tax: \$ _____

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 29 Fee: 42.00
BK-0208 PG- 4981 RPTT: 0.00



DURABLE POWER OF ATTORNEY
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

INSTRUCTIONS: Durable Power of Attorney for Finances

Your durable power of attorney for finances appoints someone, called your agent in Nevada, to handle your finances if you become unable to do so. These instructions walk you step-by-step through the process of completing your document.

A few of these final steps are optional, but several of them are required. Required steps are labeled **MANDATORY**. If you don't complete each required step, your durable power of attorney will not be valid.

Before You Sign

There are several things you should do before you sign your durable power of attorney for finances.

Step 1. Make Sure You're Using the Current Version of Quicken WillMaker

We've done our best to ensure that this program is bug-free and legally up to date. Nonetheless, problems can arise, and laws do change. When our users report problems, we try to quickly fix the program. In addition, we update our software to reflect changes in the law when necessary. If you haven't done so in the past month, run the Web Update feature to make sure that you're using the most recent version of this program *before you finalize your document*.

To run Web Update, open the Online menu and choose Web Update. Then, follow the instructions that appear on screen. After you've updated the program, you can safely print and sign your documents.

Step 2. Initial the Powers You've Granted—MANDATORY

You must place your initials next to each power you've given to your agent. If you fail to do so, your document will not be effective. First, find the section in your document titled *Powers of Agent*; this is where the powers are listed. Next, write your initials on the blank line in front of each power you granted. These lines are marked with an "X."

Remember, your durable power of attorney for finances does not give your agent the authority to make health care decisions for you. If you want to name a person to make sure your health care wishes are carried out, you may use Quicken WillMaker to produce the necessary documents for your state.

Step 3. Talk to Your Agent

If you haven't already discussed your plans with the person you've named as your



agent, do it now. Give Quicken WillMaker's "Information for the Agent" (printed along with these instructions) to the person you've named. It explains the responsibilities involved in serving as an agent.

Step 4. Show the Document to Your Financial Institutions

You may also want to show your durable power of attorney to banks, brokers, insurers or other financial institutions that you expect your agent to deal with on your behalf. Discussing your plans with people at these institutions now may save trouble for your agent later.

An institution may ask that you include specific language in your durable power of attorney, authorizing the agent to do certain things for you. Or it may ask you to fill out a separate power of attorney form. If you don't want to change your document or sign a separate form, find another institution that will accept your durable power of attorney as is.

Signing Your Durable Power of Attorney for Finances

Now it's time to sign your durable power of attorney for finances. Before you sign your document, carefully read all of the instructions below.

Step 5. Sign Your Document in Front of Witnesses and a Notary—MANDATORY

You must sign and date your durable power of attorney for finances in front of a notary public. You have also chosen to have your document witnessed.

Notarization

Take your document to a notary and follow his or her instructions. The notary may sign the notary statement on the document or fill in a separate form and staple it to your document. Be prepared to show the notary some identification and to pay a small fee.

Witnesses

Having your durable power of attorney for finances witnessed is optional in your state. You have stated that you would like witnesses. Your witnesses must be mentally competent adults, preferably ones who live nearby and will be easily available if necessary. The person who will serve as your agent should not be a witness.

Your witnesses must be present when you sign the document in front of the notary. After you have signed, the witnesses should carefully read the witness statement at the end of the document and sign their names, too.



After You Sign

After you sign your durable power of attorney for finances, there are just a few more things to do.

Step 6. Put Your Durable Power of Attorney on Public Record — MANDATORY

If you have given your agent authority over your real estate, you must put a copy of your durable power of attorney on file in the local land records office. This office is called the County Recorder's Office or the Land Registry Office in most states. You may also choose to put your durable power of attorney on public record simply because people and institutions who deal with your agent may be reassured to see that you took the extra step to formalize the document.

The process of putting your document on public record is called "recording" or, in some places, "registration." Though it is sometimes possible to record a document by mail, the safest way is to go in person to the recorder's office in the county where your real estate is located. For a small fee, the clerk will usually assign a reference number to your power of attorney and make a copy for the public record. In a few counties, however, you are required to file an original document with the land records office. In this case, you'll need to make a second original power of attorney, being sure to sign and finalize it in the exact same manner as the first. To save yourself some effort, you may want to call the land records office before you finalize your power of attorney to find out whether you'll need to prepare a second original document for filing; if so, you can prepare them both at once.

If your agent will have authority over real estate in more than one county, be sure to record the power of attorney in each of those counties. In counties where you must file an original document, you don't have to worry about making more than one extra original. You can file an original document with one county and ask them to make certified copies of the document for any other counties where you are required to file.

There is no deadline for recording your durable power of attorney. If you don't want to record the document now, your agent can do it later, if he or she needs to take action under the document.

Step 7. Give the Original Document to Your Agent

Give the original, signed and notarized document to your agent. It is proof of the agent's authority to act on your behalf. Or, if you have asked your agent not to use the document unless and until you become incapacitated, you may choose to keep the document in a safe place until your agent needs it. Store the document in a secure,



convenient place where your agent can obtain it quickly if necessary. A safe deposit box isn't the best place to store your durable power of attorney unless the agent also has access to the box. It's better to keep the document wherever you file other important legal papers. Just make sure the agent knows where it is, because he or she will need the original document to carry out your wishes.

In addition to the document, you should give your agent copies of the following forms that accompany these instructions:

- Information for the Agent
- Resignation of Agent
- Delegation of Authority

Your agent may need these forms later.

Step 8. Distribute Copies of Your Durable Power of Attorney

If you wish, you can give copies of your durable power of attorney to the people and institutions that your agent will need to deal with. If your durable power of attorney is in their records, it may make things easier for your agent later. However, it may seem premature to contact people and institutions about the document if you've instructed your agent not to use it unless you're incapacitated. It's up to you.

Be sure to keep a list of everyone to whom you give a copy of your durable power of attorney. If you later revoke your durable power of attorney, notify each one of the revocation. For more information about how to revoke your power of attorney, see Chapter 22 of the *Legal Manual*. (To view the Quicken WillMaker Legal Manual, open the Help menu or click the "Legal Manual" icon.)

A Note About Document Formatting

In some Quicken WillMaker documents, hash marks [////] automatically appear at the bottom of a page. These marks are both a precaution and a legal necessity. In many legal documents, it is a requirement that a few lines setting out something of substance appear on the same page as the signatures. In others, the signatures, or sometimes other material, must simply be kept together on one page. These formatting requirements may result in a page break that leaves less than a full page of text on one or more pages of a document. The hash marks prevent someone from inserting additional language into the blank spaces after you have signed the document.

Quicken WillMaker Doesn't Provide Legal Advice

Nolo, provider of legal content for Quicken WillMaker, publishes legal forms that are useful in many situations. But we can't tell you whether or not a form is right for you, given your circumstances. If you want advice geared to your specific situation, consult an expert. No general legal form is a substitute for personalized advice from a knowledgeable lawyer licensed to practice law in your state.

Quicken WillMaker Plus 2007 version 6.0.6

Durable Power of Attorney for Finances version 6.0.6.0

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DURABLE POWER OF ATTORNEY FOR FINANCIAL MANAGEMENT

WARNING TO PERSON EXECUTING THIS DOCUMENT

**THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE
POWER OF ATTORNEY. BEFORE EXECUTING THIS DOCUMENT, YOU
SHOULD KNOW THESE IMPORTANT FACTS:**

**THIS DOCUMENT MAY PROVIDE THE PERSON YOU DESIGNATE AS
YOUR AGENT WITH BROAD LEGAL POWERS, INCLUDING THE POWERS
TO MANAGE, DISPOSE, SELL AND CONVEY YOUR REAL AND PERSONAL
PROPERTY AND TO BORROW MONEY USING YOUR PROPERTY AS
SECURITY FOR THE LOAN.**

**THESE POWERS WILL CONTINUE TO EXIST EVEN IF YOU BECOME
DISABLED OR INCAPACITATED. THESE POWERS WILL EXIST UNTIL YOU
REVOKE OR TERMINATE THIS POWER OF ATTORNEY. YOU HAVE THE
RIGHT TO REVOKE OR TERMINATE THIS POWER OF ATTORNEY AT ANY
TIME.**

**THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL
OR OTHER HEALTH CARE DECISIONS FOR YOU.**

**IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT
UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.**

1. Principal and Agent

PRINCIPAL

**DEWAYNE P. NORMAN
PO BOX 1027
MINDEN, Nevada 89423**

I, DEWAYNE P. NORMAN, appoint the person named below as my agent to act for me
in any lawful way with respect to the powers delegated in Part 4 below.



AGENT

KAREN L. PLAMENIG
2647 FAWN FESCUE COURT
MINDEN, Nevada 89423 DOUGLAS
Day phone: 310-530-0886
Evening phone: 310-530-0886

SUCCESSOR AGENT

I name the following person to act as my agent if the named agent dies, resigns, or is otherwise unable to serve.

CLYDE W. NORMAN
22121 LINDA DR.
TORRANCE, California 90503 USA
Day phone: 310-540-8325
Evening phone: 310-540-8325

2. Delegation of Authority

My agent may delegate, in writing, any authority granted under this durable power of attorney to a person he or she selects. Any such delegation shall state the period during which it is valid and specify the extent of the delegation.


3. Effective Date

This power of attorney is effective immediately, and shall continue in effect if I become incapacitated or disabled.

4. Powers of Agent

I grant my agent power to act on my behalf in the following matters, as indicated by my initials next to each granted power.

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INITIALS

- X Open (1) Real estate transactions.
- X Open (2) Tangible personal property transactions.
- X Open (3) Stock and bond, commodity, option and other securities transactions.
- X Open (4) Banking and other financial institution transactions.
- X Open (5) Business operating transactions.
- X Open (6) Insurance and annuity transactions.
- X Open (7) Estate, trust, and other beneficiary transactions.
- X Open (8) Living trust transactions.
- X Open (9) Legal actions.
- X Open (10) Personal and family care.
- X Open (11) Government benefits.
- X Open (12) Retirement plan transactions.
- X Open (13) Tax matters.

These powers are defined in Part 12, below.

5. Compensation and Reimbursement of Agent

My agent shall not be compensated for services, but shall be entitled to reimbursement, from my assets, for reasonable expenses. Reasonable expenses include but are not limited to reasonable fees for information or advice from accountants, lawyers or investment experts relating to my agent's responsibilities under this power of attorney.

6. Personal Benefit to Agent

My agent may not benefit personally from any transaction engaged in on my behalf.

7. Commingling by Agent

My agent may not commingle any of my funds with any funds of his or hers.

8. Liability of Agent

My agent shall not incur any liability to me, my estate, my heirs, successors or assigns for acting or refraining from acting under this document, except for willful misconduct or

gross negligence. My agent is not required to make my assets produce income, increase the value of my estate, diversify my investments or enter into transactions authorized by this document, as long as my agent believes his or her actions are in my best interests or in the interests of my estate and of those interested in my estate. A successor agent shall not be liable for acts of a prior agent.

9. Nomination of Conservator or Guardian of Estate

If, in a court proceeding, it is ever resolved that I need a conservator, guardian or other person to supervise my estate, I nominate my agent to serve in that capacity. If my agent cannot serve, I nominate the successor agent named in Part 1, above, to serve.

10. Reliance on This Power of Attorney

Any third party who receives a copy of this document may rely on and act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

11. Severability

If any provision of this document is ruled unenforceable, the remaining provisions shall stay in effect.

12. Definition of Powers Granted to Agent

The powers granted in Part 4, above, authorize my agent to do the following:

(1) Real estate transactions

My agent may act for me in any manner to deal with all or any part of any interest in real property that I own at the time of execution of this document or later acquire, under such terms, conditions and covenants as my agent deems proper. My agent's powers include but are not limited to the power to:

- (a) Accept as a gift, or as security for a loan, reject, demand, buy, lease, receive or otherwise acquire ownership or possession of any estate or interest in real property.
- (b) Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition or consent to the partitioning of, grant options concerning, lease, sublet or otherwise dispose of any interest in real property.
- (c) Maintain, repair, improve, insure, rent, lease, and pay or contest taxes or assessments on any estate or interest in real property I own or claim to own.



- (d) Prosecute, defend, intervene in, submit to arbitration, settle and propose or accept a compromise with respect to any claim in favor of or against me based on or involving any real estate transaction.

(2) Tangible personal property transactions

My agent may act for me in any manner to deal with all or any part of any interest in personal property that I own at the time of execution of this document or later acquire, under such terms as my agent deems proper. My agent's powers include but are not limited to the power to lease, buy, exchange, accept as a gift or as security for a loan, acquire, possess, maintain, repair, improve, insure, rent, convey, mortgage, pledge, and pay or contest taxes and assessments on any tangible personal property.

(3) Stock and bond, commodity, option and other securities transactions

My agent may do any act which I can do through an agent, with respect to any interest in a bond, share, other instrument of similar character or commodity. My agent's powers include but are not limited to the power to:

- (a) Accept as a gift or as security for a loan, reject, demand, buy, receive or otherwise acquire ownership or possession of any bond, share, instrument of similar character, commodity interest or any investment with respect thereto, together with the interest, dividends, proceeds or other distributions connected with it.
- (b) Sell (including short sales), exchange, transfer, release, surrender, pledge, trade in or otherwise dispose of any bond, share, instrument of similar character or commodity interest.
- (c) Demand, receive and obtain any money or other thing of value to which I am or may become or may claim to be entitled as the proceeds of any interest in a bond, share, other instrument of similar character or commodity interest.
- (d) Agree and contract, in any manner, and with any broker or other person and on any terms, for the accomplishment of any purpose listed in this section.
- (e) Execute, acknowledge, seal and deliver any instrument my agent thinks useful to accomplish a purpose listed in this section, or any report or certificate required by law or regulation.

(4) Banking and other financial institution transactions

My agent may do any act that I can do through an agent in connection with any banking transaction that might affect my financial or other interests. My agent's



powers include but are not limited to the power to:

- (a) Continue, modify and terminate any deposit account or other banking arrangement, or open either in the name of the agent alone or my name alone or in both our names jointly, a deposit account of any type in any financial institution, rent a safe deposit box or vault space, have access to a safe deposit box or vault to which I would have access, and make other contracts with the institution.
- (b) Make, sign and deliver checks or drafts, and withdraw my funds or property from any financial institution by check, order or otherwise.
- (c) Prepare financial statements concerning my assets and liabilities or income and expenses and deliver them to any financial institution, and receive statements, notices or other documents from any financial institution.
- (d) Borrow money from a financial institution on terms my agent deems acceptable, give security out of my assets, and pay, renew or extend the time of payment of any note given by or on my behalf.

(5) Business operating transactions

My agent may do any act that I can do through an agent in connection with any business operated by me that my agent deems desirable. My agent's powers include but are not limited to the power to:

- (a) Perform any duty and exercise any right, privilege or option which I have or claim to have under any contract of partnership, enforce the terms of any partnership agreement, and defend, submit to arbitration or settle any legal proceeding to which I am a party because of membership in a partnership.
- (b) Exercise in person or by proxy and enforce any right, privilege or option which I have as the holder of any bond, share or instrument of similar character and defend, submit to arbitration or settle a legal proceeding to which I am a party because of any such bond, share or instrument of similar character.
- (c) With respect to a business owned solely by me, continue, modify, extend or terminate any contract on my behalf, demand and receive all money that is due or claimed by me and use such funds in the operation of the business, engage in banking transactions my agent deems desirable, determine the location of the operation, the nature of the business it undertakes, its name, methods of manufacturing, selling, marketing, financing, accounting, form of organization and insurance, and hiring and paying employees and independent contractors.



- (d) Execute, acknowledge, seal and deliver any instrument of any kind that my agent thinks useful to accomplish any purpose listed in this section.
- (e) Pay, compromise or contest business taxes or assessments.
- (f) Demand and receive money or other things of value to which I am or claim to be entitled as the proceeds of any business operation, and conserve, invest, disburse or use anything so received for purposes listed in this section.

(6) Insurance and annuity transactions

My agent may do any act that I can do through an agent, in connection with any insurance or annuity policy, that my agent deems desirable. My agent's powers include but are not limited to the power to:

- (a) Continue, pay the premium on, modify, rescind or terminate any annuity or policy of life, accident, health, disability or liability insurance procured by me or on my behalf before the execution of this power of attorney. My agent cannot name himself or herself as beneficiary of a renewal, extension or substitute for such a policy unless he or she was already the beneficiary before I signed the power of attorney.
- (b) Procure new, different or additional contracts of health, disability, accident or liability insurance on my life, modify, rescind or terminate any such contract and designate the beneficiary of any such contract.
- (c) Sell, assign, borrow on, pledge, or surrender and receive the cash surrender value of any policy.

(7) Estate, trust and other beneficiary transactions

My agent may act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship or other fund from which I am, may become or claim to be entitled, as a beneficiary, to a share or payment. My agent's authority includes the power to disclaim any assets which I am, may become or claim to be entitled, as a beneficiary, to a share or payment.

(8) Living trust transactions

My agent may transfer ownership of any property over which he or she has authority under this document to the trustee of a revocable trust I have created as settlor. Such property may include real property, stocks, bonds, accounts with financial institutions, insurance policies or other property.



(9) Legal actions

My agent may act for me in all matters that affect claims in favor of or against me and proceedings in any court or administrative body. My agent's powers include but are not limited to the power to:

- (a) Hire an attorney to assert any claim or defense before any court, administrative board or other tribunal.
- (b) Submit to arbitration or mediation or settle any claim in favor of or against me or any litigation to which I am a party, pay any judgment or settlement and receive any money or other things of value paid in settlement.

(10) Personal and family care


My agent may do all acts necessary to maintain my customary standard of living, and that of my spouse and children and other persons customarily supported by or legally entitled to be supported by me. My agent's powers include but are not limited to the power to:

- (a) Pay for medical, dental and surgical care, living quarters, usual vacations and travel expenses, shelter, clothing, food, appropriate education and other living costs.
- (b) Continue arrangements with respect to automobiles or other means of transportation, charge accounts, discharge of any services or duties assumed by me to any parent, relative or friend, contributions or payments incidental to membership or affiliation in any church, club, society or other organization.

(11) Government benefits

My agent may act for me in all matters that affect my right to government benefits, including Social Security, Medicare, Medicaid, or other governmental programs, or civil or military service. My agent's powers include but are not limited to the power to:

- (a) Prepare, execute, file, prosecute, defend, submit to arbitration or settle a claim on my behalf to benefits or assistance, financial or otherwise.
- (b) Receive the proceeds of such a claim and conserve, invest, disburse or use them on my behalf.


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(12) Retirement plan transactions

My agent may act for me in all matters that affect my retirement plans. My agent's powers include but are not limited to the power to select payment options under any retirement plan in which I participate, make contributions to those plans, exercise investment options, receive payment from a plan, roll over plan benefits into other retirement plans, designate beneficiaries under those plans and change existing beneficiary designations.

(13) Tax matters

My agent may act for me in all matters that affect my local, state and federal taxes. My agent's powers include but are not limited to the power to:

- (a) Prepare, sign and file federal, state, local and foreign income, gift, payroll, Federal Insurance Contributions Act returns and other tax returns, claims for refunds, requests for extension of time, petitions, any power of attorney required by the Internal Revenue Service or other taxing authority, and other documents.
- (b) Pay taxes due, collect refunds, post bonds, receive confidential information, exercise any election available to me and contest deficiencies determined by a taxing authority.

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I understand the importance of the powers I delegate to my agent in this document. I recognize that the document gives my agent broad powers over my assets, and that these powers will become effective as soon as I sign this document and continue indefinitely unless I revoke this durable power of attorney.

Signed this 7 day of November, 2007

State of Nevada, County of Douglas

Signature: Dwayne P Norman

Social Security number: [REDACTED]-3712

WITNESSES

On the date written above, the principal declared to me that this instrument is his durable power of attorney, and that he willingly executed it as a free and voluntary act. The principal signed this instrument in my presence.

Signature: Mary E. Rucker

Print Name: MARY E. RUCKER

Address: 2712 CLAPHAM, MINDEN, NV, 89423

Signature: James M. Plamenig

Print Name: JAMES M. PLAMENIG

Address: 25937 VIANNA AVE #3, LOMITA, CALIFORNIA 90717

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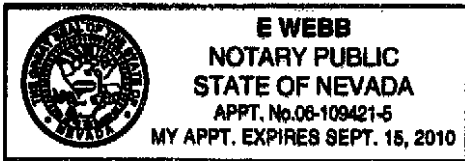
CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Nevada)
) ss.

County of Douglas)

On November 8th, 2007, before me, E Webb, a notary public in and for said state, personally appeared

James M Plamenig & Mary E Ricker, personally known to me (or proved 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.

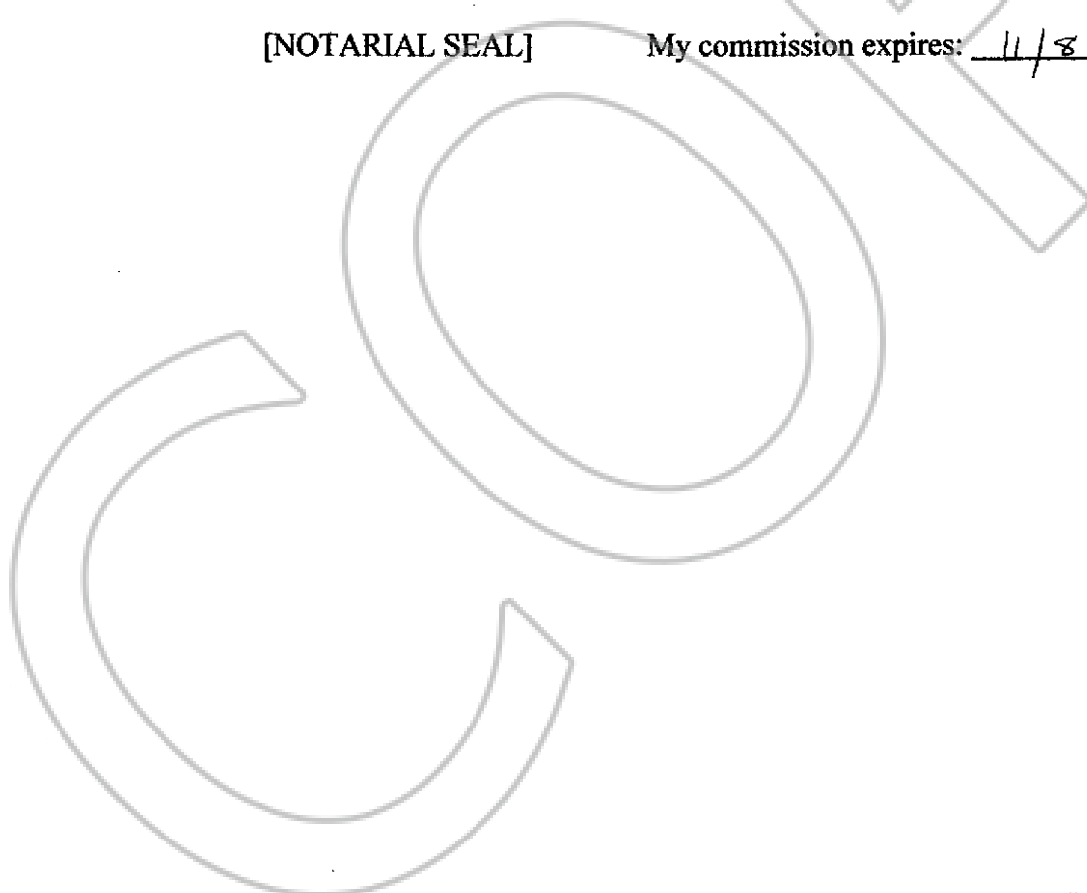


[NOTARIAL SEAL]

WITNESS my hand and official seal.

E Webb
Notary Public for the State of Nevada

My commission expires: 11/8/07



Delegation of Authority

I, _____, of the City of
_____, County of _____, State of
_____, am currently serving as agent for
_____ under the durable power of attorney for finances
dated _____.

Under the power granted to me in that document, I delegate the following authority to

_____ for the period beginning
_____ and ending _____:

Dated: _____

Signature of Agent: _____

Name of Agent: _____



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CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Nevada)
) ss.
County of _____)

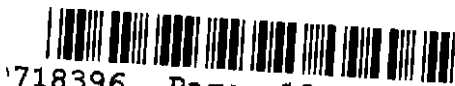
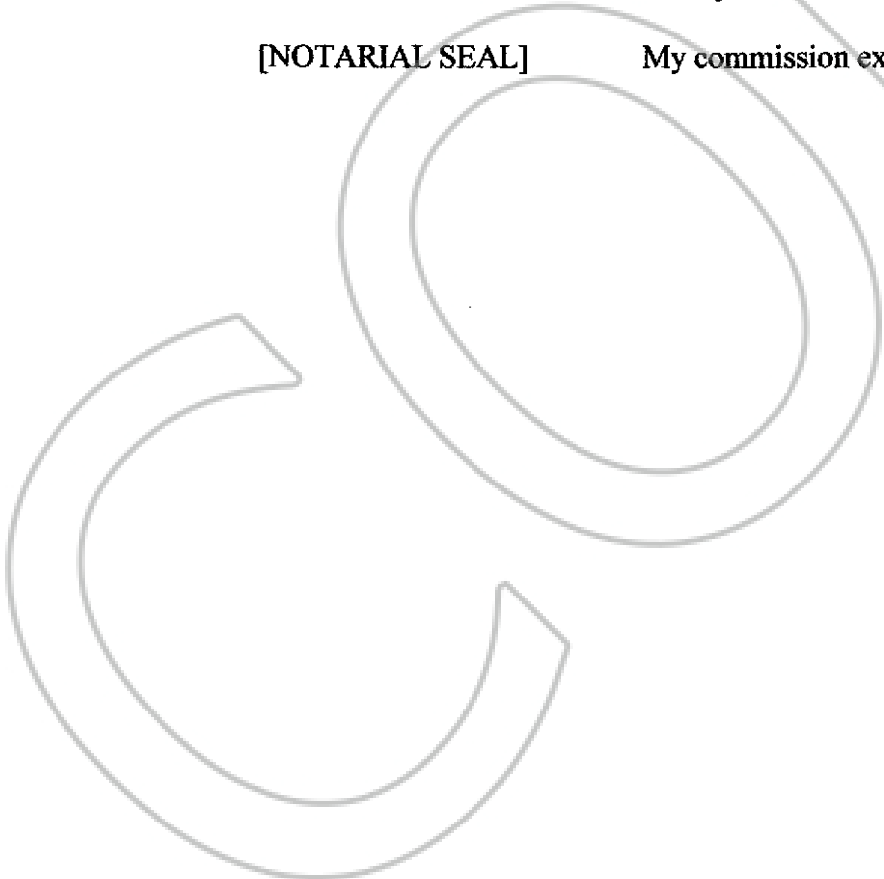
On _____, _____ before me,
_____, a notary public in and for said state, personally
appeared _____, personally known to me (or proved
on the basis of satisfactory evidence) to be the person whose name is subscribed to the
within instrument, and acknowledged to me that she/he executed the same in her/his
authorized capacity, and that by her/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.

Notary Public for the State of Nevada

[NOTARIAL SEAL]

My commission expires: _____



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Information for the Agent

An agent is someone who agrees to manage financial matters for someone else. Some agents assist a relative or friend who just wants some help with paying bills or managing investments. Others take over complete control of the financial matters of someone who can no longer handle them. It all depends on the circumstances and on the document, called a "power of attorney for finances," which sets out your duties.

Serving as an agent is a serious responsibility, but in most situations, it involves little legal risk. In most cases, you don't need special financial or legal knowledge. Common sense, dependability and complete honesty are more important.

Your Duties as an Agent

The power of attorney document is prepared and signed by the person who is granting you authority over his or her finances. (This person is called the principal.) It spells out exactly what authority has been granted. Read the document carefully. If there is anything you don't understand, talk to the principal or ask a lawyer to explain it to you. Depending on the circumstances, your duties may include, among others:

- Handling banking transactions for the principal—for example, writing checks, paying bills and depositing checks.
- Claiming Social Security and other benefits for the principal.
- Managing the principal's investments.
- Paying everyday expenses of the principal and his or her family.
- Managing real estate.
- Preparing and filing tax returns for the principal.
- Running the principal's small business.

Keep in mind that you can hire experts, if necessary, to help you with any of these tasks. Their fees are paid out of the principal's assets.

Your Legal Responsibilities

An agent holds a position of great trust. As you perform your duties, the law requires you to be scrupulously honest and act only in the best interests of the principal. Specifically, you must:

- Manage the principal's assets prudently, steering well clear of risky investments. You



don't, however, need to worry about getting sued for honest mistakes you make while handling someone else's money. Under the *Quicken WillMaker* power of attorney form, you will be liable for losses only if you are extremely careless or intentionally do wrong.

- Avoid conflicts of interest. If you benefit personally from an action taken on the principal's behalf, the transaction is presumed to be fraudulent—no matter how pure your motives. You must avoid all such transactions unless the durable power of attorney document specifically allows them.
- Keep your property and the principal's separate, unless the power of attorney document expressly allows you to mix them.
- Keep in contact with the principal, to the extent possible. If you are acting on behalf of a principal who is incapacitated, and he or she gives you instructions that you believe are not in his or her best interest, you should seek court approval before you disobey his or her wishes.
- Keep good records. You must keep accurate and separate records of all transactions made on the principal's behalf. This shouldn't be too difficult. In most situations, it's enough to have a balanced checkbook and receipts for bills paid and claims made. You may, however, be required to furnish periodic reports of income and expenses to persons the principal named in the durable power of attorney.

Should You Take the Job?

You do not have to accept the responsibility of serving as an agent. Before you decide, discuss these issues with the principal:

- How the principal wants you to make financial decisions.
- The potential for conflicts and tension if others close to the principal disapprove of your actions.
- When the principal wants you to start handling financial matters—for example, right away or only if, in your judgment, the principal is no longer able to manage alone.
- What expertise you need to manage the principal's property and keep necessary records.
- How much time your duties will require. If you are to be paid for your time, the power of attorney document should spell out the terms of the agreement.



Resigning

You can resign at any time. If you do, the alternate (successor) named in the power of attorney document will take over. If no alternate is named or none is available, you can, if the power of attorney allows it, delegate the job to a person you choose. Otherwise, the principal or a court (if the principal is incapacitated) will have to turn the job over to someone else.

If you need to step down temporarily, the power of attorney document may allow you to delegate your duties to someone else for a certain period of time. If the document doesn't permit this, you will have to resign and the principal or a court (if the principal is incapacitated) will assign the job to another person.



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BK- 0208
PG- 5002

Resignation of Agent

I, _____, of the City of _____, County of _____, State of _____, resign as agent under the durable power of attorney for finances created by _____ and dated _____. My resignation is effective immediately.

Dated: _____

Signature of Agent: _____

Name of Agent: _____

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Nevada)
) ss.
County of _____)

On _____, _____ before me, _____, a notary public in and for said state, personally appeared _____, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she/he executed the same in her/his authorized capacity, and that by her/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.

Notary Public for the State of Nevada

My commission expires: _____

[NOTARIAL SEAL]

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EK- 0208
PG- 5003

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

Notice of Revocation of Durable Power of Attorney

I, _____, of the City of _____,
County of _____, State of _____, revoke the
durable power of attorney dated _____ empowering

_____ to act as my agent for certain financial matters. I
revoke and withdraw all power and authority granted under that power of attorney.

That power of attorney was recorded on _____, _____ in Book
_____, at Page _____ of the Official Records, County of
_____, State of _____.

Dated: _____

Signature of Principal: _____

Name of Principal: _____

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 BK- 0208
PG- 5004
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WITNESSES

On the date written above, the principal declared to me that this instrument is his or her notice of revocation, and that he or she willingly executed it as a free and voluntary act. The principal signed this instrument in my presence.

Signature: _____

Print Name: _____

Address: _____

Date: _____

Signature: _____

Print Name: _____

Address: _____

Date: _____



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BK- 0208
PG- 5005

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Nevada)
) ss.
County of _____)

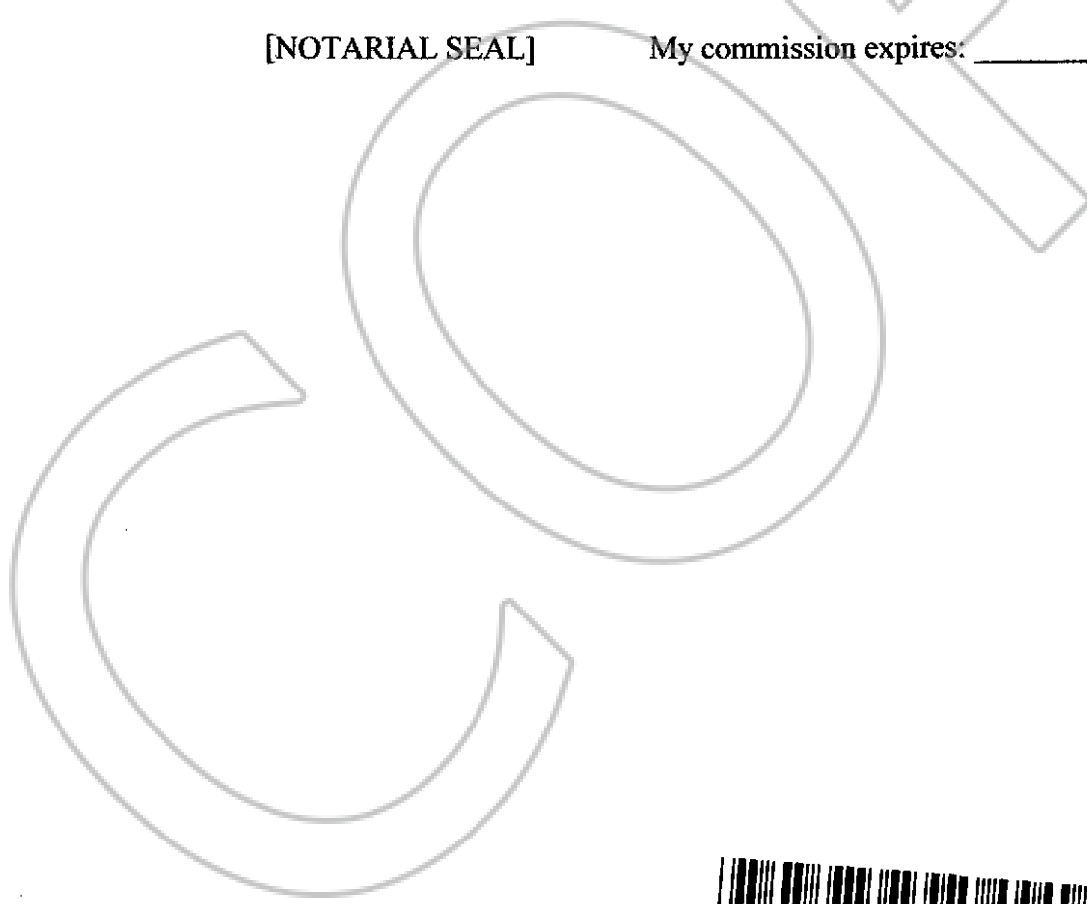
On _____, _____ before me,
_____, a notary public in and for said state, personally
appeared _____, personally known to me (or proved
on the basis of satisfactory evidence) to be the person whose name is subscribed to the
within instrument, and acknowledged to me that she/he executed the same in her/his
authorized capacity, and that by her/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.

Notary Public for the State of Nevada

[NOTARIAL SEAL]

My commission expires: _____



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WITNESSES

On the date written above, the principal declared to me that this instrument is his or her notice of revocation, and that he or she willingly executed it as a free and voluntary act. The principal signed this instrument in my presence.

Signature: _____

Print Name: _____

Address: _____

Date: _____

Signature: _____

Print Name: _____

Address: _____

Date: _____



BK- 0208
PG- 5008
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CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Nevada)
) ss.
County of _____)

On _____, _____ before me,
_____, a notary public in and for said state, personally
appeared _____, personally known to me (or proved
on the basis of satisfactory evidence) to be the person whose name is subscribed to the
within instrument, and acknowledged to me that she/he executed the same in her/his
authorized capacity, and that by her/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.

Notary Public for the State of Nevada

[NOTARIAL SEAL]

My commission expires: _____



BK- 0208
PG- 5009

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