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**OFFICIAL RECORDS**

Requested By:  
**SATORI LAW GROUP INC**

**DOUGLAS COUNTY RECORDERS**  
Karen Ellison - Recorder

Page: 1 Of 11 Fee: \$ 24.00  
Bk: 1112 Pg: 1182



Deputy ar

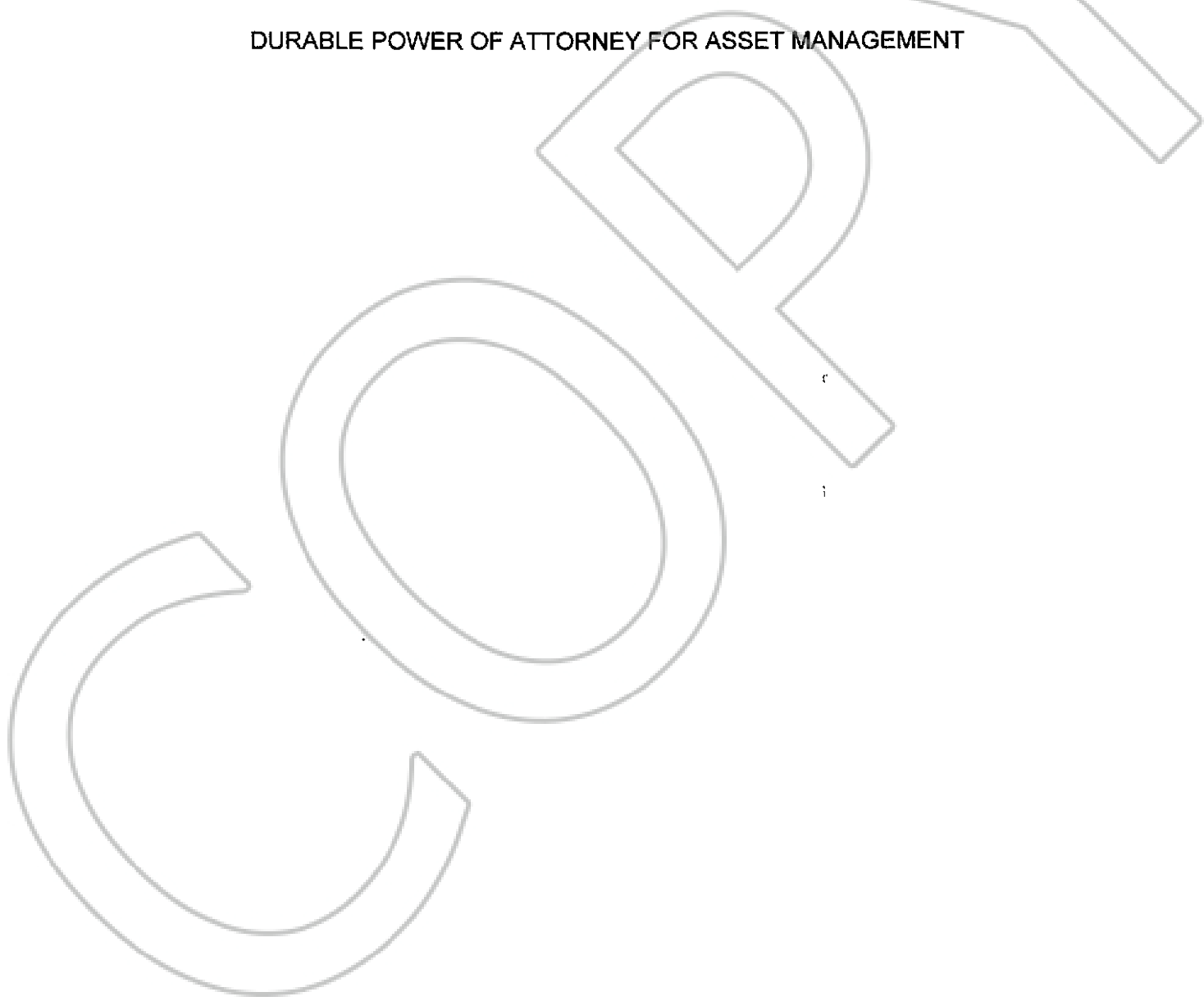
**RECORDING REQUESTED BY** )  
BRIAN H. TON )

**AND WHEN RECORDED MAIL TO** )  
SATORI LAW GROUP, INC. )  
17330 Brookhurst Street, Suite 265 )  
Fountain Valley, CA 92708 )

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Gary M. Weston, Principal, to Sandra Russell, Agent:

**DURABLE POWER OF ATTORNEY FOR ASSET MANAGEMENT**



**DURABLE POWER OF ATTORNEY FOR ASSET MANAGEMENT**

**GENERAL DURABLE POWER OF ATTORNEY FOR ASSET MANAGEMENT**

**I. 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 THE FOLLOWING IMPORTANT FACTS:**

- 1. THIS DOCUMENT MAY PROVIDE THE PERSON YOU DESIGNATE AS YOUR ATTORNEY-IN-FACT WITH BROAD POWERS TO DISPOSE, SELL, CONVEY, AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY.**
- 2. THESE POWERS WILL EXIST FOR AN INDEFINITE PERIOD OF TIME UNLESS YOU LIMIT THEIR DURATION IN THIS DOCUMENT; THESE POWERS WILL CONTINUE TO EXIST NOTWITHSTANDING YOUR SUBSEQUENT DISABILITY OR INCAPACITY.**
- 3. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME.**
- 4. THIS DOCUMENT DOES NOT AUTHORIZE THE AGENT TO MAKE HEALTH CARE AND MEDICAL DECISIONS FOR YOU.**
- 5. THIS DOCUMENT MAY PROVIDE YOUR AGENT WITH THE POWER TO MAKE ESTATE PLANNING AND ESTATE TAX DECISIONS FOR YOU.**

**II. POWER OF ATTORNEY TO BECOME EFFECTIVE ONLY ON THE INCAPACITY OF THE PRINCIPAL**

This durable power of attorney shall become effective only on the incapacity of the undersigned Principal. The undersigned shall conclusively be deemed incapacitated for purposes of this instrument when the Agent receives a written and signed opinion from two (2) licensed physicians that the Principal is physically or mentally incapable of managing the Principal's finances. When received, such a written opinion or court order shall be attached to this instrument.

Third parties may rely on the Agent's authority without further evidence of incapacity when this instrument is presented with the physicians' statement or court order attached. No licensed physician who executes a medical opinion of incapacity shall be subject to liability because of that execution. The Principal hereby waives all privileges that may apply to release of information included in that medical opinion.

While the Principal is not incapacitated, this durable power of attorney may be modified by the Principal at any time by written notice given by the Principal to the Agent, and may be terminated at any time by either the Principal or the Agent by written notice given by the terminating party to the other party.

III. On the death of the Principal, this power shall terminate and the assets of the Principal shall be distributed to the duly-appointed personal representative of the Principal's estate. In the alternative, if there is to be no estate administration, the Principal's assets shall be distributed to the persons who lawfully take the assets, without the necessity of administration, when such persons supply the Agent with satisfactory documents as provided by law.

TO WHOM IT MAY CONCERN:

Gary M. Weston (the Principal), presently a resident of Douglas County, Nevada, hereby appoints Sandra Russell (the Agent), presently a resident of Douglas County, Nevada, as the Principal's true and lawful attorney-in-fact for the Principal:

1. Management of Real Property. The Agent is authorized to manage, control, lease, sublease, and otherwise act concerning any real property the Principal may own or later acquire, and to collect and receive rents or income therefrom; to pay taxes, charges, and assessments on the same; to repair, maintain, protect, preserve, alter, and improve the same; and to do all things necessary or expedient to be done in the Agent's judgment in connection with the properties currently or hereafter owned by the Principal or by the Gary M. Weston 2011 Revocable Living Trust.
2. Management of Partnership Interests. The Agent is authorized to manage and control all partnership interests owned by the Principal and to make all decisions the Principal could make as a general partner, limited partner, or both; to execute all documents required of the Principal as a partner, to the extent that the Agent's designation for these purposes is allowed by law and does not contravene a partnership or other agreement.
3. Purchase and Sale of Stocks and Securities. The Agent is authorized to purchase, sell, invest, reinvest, and generally deal with all stocks, bonds, debentures, warrants, partnership interests, rights, and securities owned by the Principal.
4. Collection of Debts, Interests, and Dividends. The Agent is authorized to collect and deposit for the benefit of the Principal all debts, interest, dividends, or other assets that may be due or belong to the Principal, and to execute and deliver receipts and other discharges therefor; to demand, arbitrate, and pursue litigation on the Principal's behalf concerning all rights and benefits to which the Principal may be entitled; and to compromise, settle, and discharge all such matters that the Agent considers appropriate under the circumstances.
5. Payment of Debts; Settlement of Claims. The Agent is authorized to pay any sums of money owed by the Principal; and to sell, adjust, and compromise any claims against the Principal that the Agent considers appropriate under the circumstances.
6. Sale of Real and Personal Property. The Agent is authorized to grant, sell, transfer, mortgage, create deeds of trust, pledge and otherwise deal in all property, real and personal, which the Principal may own, including, but not limited to, any real property described on any exhibit attached to this instru-

ment and including any property acquired after execution of this instrument; to attach exhibits to this instrument providing legal descriptions of all such property; to represent the Principal in negotiations for the sale of real property described in this instrument or later acquired, including but not limited to entering into listing agreements regarding such sale; and to execute, acknowledge, and deliver contracts for sale, escrow instructions, deeds, covenants, agreements, assignment of agreements, and all other instruments that the Agent deems proper and necessary in connection with all matters covered in this paragraph.

7. Purchase of Real Property. The Agent is authorized to purchase real property on behalf of the Principal; to mortgage, pledge, or otherwise encumber that real property; to use the Principal's assets for the purchase of such property; to pledge or otherwise secure such real property with the Principal's assets; to do all acts and execute all instruments the Agent deems necessary to purchase such real property; and to otherwise generally deal in all respects and have all powers described in this power of attorney instrument with respect to such property.

8. Tax Returns. The Agent is authorized to prepare and file all income and other federal and state tax returns the Principal is required to file; to sign the Principal's name on tax returns and other documents with regard to the Principal's federal and state taxes; to hire and pay consultants with regard to advice and preparation of the Principal's tax returns and payment of taxes; and to do whatever is necessary to protect the Principal's assets from assessments for income taxes and other taxes for any years. 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 7121/26 U.S.C.A. § 7121, or under any successor statute; to execute any IRS form including but not limited to IRS power of attorney form 2848 or any substitute IRS power of attorney form; and to delegate authority or substitute another representative with respect to all of the above matters.

9. Bank Accounts. The Agent is authorized to deposit in and draw on any checking, savings, agency, or other accounts that the Principal may have in any banks, savings, credit unions, and loan associations, and any accounts with securities brokers or other commercial institutions, and to establish and terminate all such accounts.

10. Safe Deposit Boxes. The Agent is authorized to have access to all safe deposit boxes in the Principal's name or to which the Principal is an authorized signatory; to contract with financial institutions for maintenance and continuation of safe deposit boxes in the Principal's name; to add to and remove the contents of all such safe deposit boxes; and to terminate contracts for all such safe deposit boxes.

11. Credit Cards. The Agent is authorized to use any credit cards in the Principal's name to make purchases and to sign charge slips on behalf of the Principal as required to use those credit cards; and to close the Principal's charge accounts and terminate the Principal's credit cards under circumstances where the Agent considers those acts to be in the Principal's best interest.

12. Investments. The Agent is authorized to invest and reinvest the Principal's funds in every kind of property, real, personal, or mixed, and every kind of investment, including but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts, investment companies, and mutual funds. The Agent is also authorized to invest and reinvest the Principal's funds in mortgage participations that, under circumstances then prevailing, including but not limited to the general economic conditions and the Principal's anticipated needs, a prudent person acting in a similar capacity and familiar with those matters might invest in to attain the Principal's goals. The Agent is further authorized to consider individual investments as part of an overall plan.

13. Payments of Tuition and Medical Care. The Agent is authorized to make direct payments to the provider for tuition and medical care for the Principal's issue under Internal Revenue Code section 2503(e) 26 U.S.C.A. § 2503(e) or under any successor statute that excludes those payments from gift tax liability.

14. General Powers. The Agent is authorized 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 the Principal could 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.

The Agent is authorized and directed to commence enforcement proceedings, at the Principal's expense, against any third party failing to honor this durable power of attorney.

15. Powers Not Granted to Agent. Notwithstanding any other possible language to the contrary in this instrument, the Agent is **not** granted the following powers:

(a) To use the Principal's assets for the Agent's own legal obligations, including but not limited to supporting the Agent's dependents;

(b) To exercise any trustee powers under an irrevocable trust of which the Agent is a settlor and the Principal is a trustee; and

(c) To exercise incidents of ownership over any life insurance policies owned by the Principal on the Agent's life.

16. Release of Records. Any third party from whom the Agent may request information, records, or other documents regarding the Principal's personal affairs may release and deliver all such information, records, or documents to the Agent. To the extent necessary to authorize such release, the Principal waives any privilege applicable to release of such information, records, or other documents. Third parties to whom the Agent makes such a request may release and deliver all such information, records, or documents to the Agent without liability to the Principal, or to the Principal's estate, heirs, successors, or assigns. The Principal waives any privilege that may apply to release of such information, records, or other documents.



17. **Reliance of Third Parties.** The Agent's signature under the authority granted in this power of attorney may be accepted by any third party or organization with the same force and effect as if the Principal were personally present and acting on the Principal's own behalf. No person or organization relying on the Agent's authority under this instrument shall incur any liability to the Principal, or to the Principal's estate, heirs, successors, or assigns, because of reliance on this instrument.

18. **Ratification and Successors and Assigns.** The Principal ratifies and confirms all that the Agent shall do, or cause to be done, by virtue of this power of attorney. The Principal's estate, heirs, successors, and assigns shall be bound by the Agent's acts under this power of attorney.

19. **Power of Attorney Effective Only upon Principal's Incapacity.** This power of attorney shall commence and take effect upon the Principal's incapacity.

20. **Authority to Deal with Employee Benefits.** The Agent is authorized to establish and to contribute to Individual Retirement Accounts (IRAs) and other employee benefit plans on behalf of the Principal, including plans for self-employed individuals; to select or change payment options and to make any elections under any IRA or other employee benefit plan in which the Principal is a participant, including elections required for payment of employee benefits to which the Principal may be entitled, to take possession of all such benefits, and to distribute those benefits to or for the Principal's benefit; to roll over plan benefits or make direct transfers of plan benefits into other retirement plans or IRA accounts whether held at the same company or at a different company; to manage such accounts; and to withdraw without limitation from any account. The Agent shall have the power to designate and change beneficiaries for any IRA account or other employee benefit plan account held in the Principal's name or on the Principal's behalf.

21. **Authority to Borrow and To Grant Security Interests.** The Agent is authorized to borrow such sums as the Agent determines necessary for proper management of the Principal's property, including but not limited to tax planning matters; and to mortgage, convey by deed of trust, grant security interests in, or otherwise encumber any real or personal property now or hereafter owned by the Principal, whether acquired by the Principal or by the Agent.

22. **Additions and Transfers to Revocable Trusts.** The Agent is authorized to make additions and transfer assets to any and all revocable living trusts of which the Principal is or becomes a settlor.

23. **Authority to Execute Disclaimers.** The Agent is authorized to execute and deliver disclaimers under Internal Revenue Code section 2518/26 U.S.C.A. § 2518 and California Probate Code sections 260 through 295/Prob C §§ 260 to 295, or under successor statutes.

24. **Compensation of Agent.** The Agent under this instrument is authorized to pay himself or herself reasonable compensation for his or her services as Agent. The Agent may also be reimbursed for reasonable expenses incurred by the Agent in carrying out his or her duties as Agent.

25. Authority to Manage Business. The Agent is authorized to manage, control, and take charge of the Principal's other businesses, and to do everything necessary to carry on and continue that business, including but not limited to hiring, discharging, and payment of employees; providing employee benefits; purchasing goods, services, and materials; accepting orders and payments; executing and accepting title documents; retaining legal, accounting, financial, and other advisors; executing and filing tax returns and other government forms required of the business; and selling, liquidating, or otherwise terminating the business at the time and on such terms as the Agent considers appropriate under the circumstances.

26. Authority to Make Elections and File Consents to Special Use Valuation. The Agent is authorized to execute and file consents, agreements, and related documents under Internal Revenue Code section 2032A/26 U.S.C.A. § 2032A or any successor statute, for special use valuation of any property of which the Principal is a beneficiary or holds an interest affected by sections 2032 to 2046 [26 U.S.C.A. §§ 2032 to 2046] or any successor statutes.

27. Authority to Qualify for Installment Payment of Federal Estate Taxes. The Agent is authorized to take all necessary actions and to execute all consents, agreements, or related documents required to qualify for installment payments of federal estate taxes under Internal Revenue Code section 6166/26 U.S.C.A. § 6166, or any successor statute, for any estate of which the Principal may be a beneficiary. This authorization includes, but is not limited to, the authority to continue to manage any enterprise or to run any business on the Principal's behalf so as to meet the requirements of Internal Revenue Code section 6166/26 U.S.C.A. § 6166, or any successor statute.

28. Authority to Consent to Split Gifts with a Spouse. The Agent is authorized to consent to split gifts made by the Principal's spouse to third persons under Internal Revenue Code section 2513/26 U.S.C.A. § 2513 or any successor statute, and similar provisions of any state or local gift tax laws.

29. Authority to Exercise Annual Withdrawal Rights. The Agent is authorized to exercise, on the Principal's behalf and for the Principal's benefit, annual withdrawal rights from trusts which are limited to the greater of \$5,000 or five percent (5%) of trust assets, and to take possession of and to utilize or distribute withdrawn property to or for the benefit of the Principal.

30. Authority to Deal with Insurance. The Agent may purchase and maintain insurance on the Principal's life and property or the life and property of any third person when the Principal has an insurable interest, may pay all insurance premiums from the Principal's assets, and may borrow money on the Principal's behalf in order to pay for insurance. The Agent may pursue insurance claims on the Principal's behalf, and may decrease coverage under any insurance policy, or may cancel any policy and receive on the Principal's behalf any cash proceeds on termination. The Agent may also borrow against policies on the Principal's life and may repay loans against those policies as the Agent considers in the Principal's best interest. The Agent is authorized to collect any insurance benefits to which the Principal may be entitled, and to execute any documents required in connection with obtaining distribution of those benefits for the Principal, to take possession of all such benefits, and to distribute the benefits to or for the Principal's benefit.

31. **General Self-Dealing Authorized.** The Agent is authorized to purchase any assets of the Principal at fair market value and to engage in any transactions that the Agent considers in the Principal's best interest, irrespective of any concurrent interest or benefit to the Agent personally.

32. **General Commingling of Principal's and Agent's Assets Prohibited.** The Agent may not commingle any of the Principal's and the Agent's funds. The Agent is required to maintain separate accounts and to keep separate accounting records with respect to the Principal's funds.

33. **Duty to Report.** The Agent shall not be required to prepare reports regarding the Principal's assets in finances except as required by California Probate Code section 4236, or by a successor statute. Unless specifically directed in the power of attorney instrument, on demand of certain persons whose right to make such demand cannot be limited in the power of attorney, or by court order, the Agent has no duty to account.

34. **No Duty to Prepare Annual Financial Reports for the Principal's Business.** The Agent shall not be required to prepare annual financial reports for the Principal's business.

35. **Nomination of Conservator.** If a conservatorship of the Principal's person or estate or both is deemed necessary, the Principal nominates Sandra Russell as conservator of the Principal's person and estate. If Sandra Russell is for any reason unwilling or unable so to serve, the Principal nominates Kevin Weston as conservator.

36. **Appointment of Successor by Principal.** If for any reason the Agent under this durable power of attorney is unwilling or unable to continue to serve, the Principal shall select as successor Kevin Weston. Third parties who deal with the successor Agent shall be entitled to rely on the original power of attorney instrument with the affidavit attached.

37. **Authority to Divide and Transfer Assets To Qualify For Medi-Cal Benefits.** The Agent is authorized to execute agreements dividing the community property of the Principal and the Principal's spouse and any other jointly owned property of the Principal and the Principal's spouse into equal shares of separate property. If, in the opinion of the Agent, major expenses relating to the Principal's incapacity are foreseeable and may deplete the Principal's estate, the Agent is also authorized to transfer ownership of the Principal's interest in the family residence to the Principal's spouse, and to transfer separate property of the Principal to the Principal's spouse in such amounts, up to the Principal's entire estate, as the Agent deems advisable, even if the Agent is the Principal's spouse. If any of the Principal's assets are held in a revocable trust, the Agent is authorized to remove the Principal's assets from that trust to the extent is necessary to effect the division or transfer of assets described above. Thereafter, the Agent is authorized to execute a replacement separate property trust on the Principal's behalf, on condition that any new trust does not materially alter the provisions for disposition of any assets the Principal may own at the Principal's death.

38. **Authority for Personal Care, Maintenance, Medical Needs, and Related Matters.** The Agent is authorized to do all things and to enter into all transactions necessary to provide for the Principal's



personal care; to maintain the Principal's customary standard of living; to provide suitable living quarters for the Principal; and to hire and compensate household, nursing, and other employees as the Agent considers advisable for the Principal's well being. The Agent's authority shall specifically include, but is not limited to, the authority to enter into contracts with hospitals, hospices, nursing homes, convalescent homes, and similar organizations.

39. Authority to Apply for Government and Insurance Benefits. The Agent is authorized to apply for and to make elections required for payment of governmental, insurance, retirement, or other benefits to which the Principal may be entitled, to take possession of all such benefits, and to distribute those benefits to or for the Principal's benefit.

40. Authority for Food, Shelter, Medical Care, Hospitalization, and Related Matters The Agent is authorized to undertake all acts and to do all things necessary to provide for the Principal's personal care, support, and maintenance, including the authority to enter into contracts to provide suitable living quarters by purchasing, leasing, contracting with care providers or making other arrangements; or paying the ongoing costs of maintenance of the Principal's present residence, including but not limited to interest, taxes, repairs, and procurement of domestic help. The Agent is further authorized to procure and pay for clothing, transportation, medicine, medical care, food, and other needs, and to make arrangements and enter into contracts on the Principal's behalf with hospitals, hospices, nursing homes, convalescent homes, and similar establishments.

41. Authority to Dispose of Personal Effects. If in the Agent's judgment the Principal will never be able to return to the Principal's residence from a hospital, hospice, nursing home, or similar facility, the Agent is authorized to store, transfer to appropriate beneficiaries under the Principal's will or trust agreement, or sell on such terms as the Agent considers appropriate, any items of tangible personal property remaining in the Principal's residence that the Agent believes the Principal will not need again.

42. Principal's Intention to Remain in Own Home. It is the desire of the Principal to continue to live in the Principal's home, located at 1959 Churchill, Gardnerville, NV 89410, as long as he is physically able, despite the possibility that alternative housing may be recommended by the Agent or by third parties for any reason, including financial reasons. The Principal authorizes and directs the Agent to take those steps necessary to honor the Principal's wishes in remaining in his home, including but not limited to modifying the premises, hiring home care providers, or making any other arrangements that the Agent considers necessary under the circumstances, even if it exhausts all the Principal's assets.

44. Principal's Intention to Return Home if Institutionalized. For purposes of qualifying the residence located at 1959 Churchill, Gardnerville, NV 89410, as exempt for Medi-Caid qualification, it is the Principal's intention to return home if institutionalized. The Agent is directed to take such steps necessary to express the Principal's intent on any application for Medi-Cal long-term care.

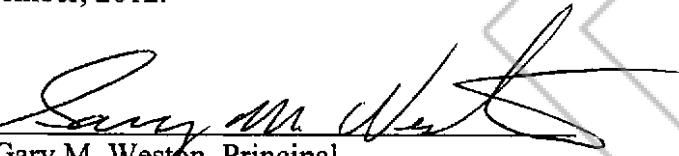
43. Restriction on Sale of Home Until All Other Assets Are Depleted. The Agent shall have no authority to sell the Principal's home, located at 1959 Churchill, Gardnerville, NV 89410, unless all of the Principal's other assets have been depleted or are insufficient to cover the continuing costs of

health care, support, and maintenance of the Principal. The Agent shall have the duty to certify that these conditions have been met. The Principal authorizes title and escrow companies and other entities and persons to rely on the certification by the Agent.

44. Revocation and Amendment. I revoke all prior General or Durable Powers of Attorney 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 my attorney in fact.

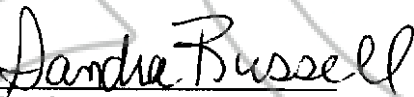
IV. On the appointment of a conservator of the Principal's estate, this power of attorney shall terminate, and the Agent shall deliver the assets of the Principal under the Agent's control as directed by the conservator of the Principal's estate.

IN WITNESS WHEREOF, the Principal has signed this Durable Power of Attorney on this 21st day of September, 2012.

By:   
Gary M. Weston, Principal

ACCEPTANCE AND APPROVAL

I accept the appointment as Agent and agree to act as Agent according to the terms of this instrument.

By:   
Sandra Russell, Agent

DATED: 10-27-2012

**ACKNOWLEDGMENT**

State of California )

County of Orange )

On September 21, 2012, before me, Brian H. Ton, Notary Public, personally appeared Gary M. Weston, who 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 her 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature           *Brian H. Ton*          

(Seal)