

DURABLE POWER OF ATTORNEY

I, Lois E. Washburn, of Caselton, Lincoln County, Nevada do hereby execute this instrument to appoint as my Agent and lawful attorney in fact, James L. Washburn of Caselton, Lincoln, County, Nevada, (herein after referred to as my Agent) if I become incapacitated.

In the event, the above named Agent is unable or unwilling to serve or to continue to serve, then I appoint Launa Bryner of West Jordan, Utah to serve or if unable then I appoint Vell E. Washburn of Pioche, Lincoln County Nevada to serve as substitute or successor Agent who shall have all the title, powers and discretion hereinafter given to my Agent if I become incapacitated.

For the purpose of this instrument, my incapacity shall be deemed to exist only when so certified in writing by two licensed physicians not related by blood or marriage to either me or my Agent. The certificates shall state that I am incapable of caring for myself and that I am physically or mentally incapable of managing my affairs. The certificate of the physicians described above shall be attached to the original of this instrument and if this instrument is filed or recorded among public records, then such certificate shall also be similarly filed or recorded if permitted by applicable law.

I reserve unto myself the right to revoke this instrument and the authority granted to my Agent hereunder at any time prior to the certification of physicians. I retain the right to challenge any said certification through the normal legal processes. In the event I make such a challenge, the authority granted to my Agent hereunder will be suspended until a determination of my competence is made by a court of law. Any authority granted my Agent shall cease upon certification by any two physicians not related by blood or marriage to either me or my Agent that I have regained competence to manage my own affairs. Said suspension of the authority granted under this document for one period of incapacitation shall not revoke this instrument and subsequent certifications may be used to reinstate the powers granted in this document for subsequent periods of incapacitation.

Upon said certification of my incompetence, my Agent shall have full power and authority to do and perform every act necessary and proper to be done in the management of my personal and financial affairs as fully as I might or could do if personally present and able, except that my Agent shall not have any authority to revoke any trusts that I have created or shall subsequently create.

Subject to any limitations in this document, I hereby grant to my Agent full power and authority to make health care decisions for me to the same extent that I could make such decisions for myself if I had the capacity to do so. In exercising this authority, my Agent shall make health care decisions that are consistent with my desires as stated in this document or otherwise made known to my Agent, including but not limited to my desires concerning obtaining or refusing or withdrawing life prolonging care, treatment, services, and procedures.

I hereby authorize all physicians and psychiatrists who have treated me, and all other providers of health care, including hospitals, to release to my Agent all information contained in my medical records which my Agent may request. I hereby waive all privileges attached to physicians-patient relationship and to any communication, verbal or written, arising out of such a relationship. My Agent is authorized to request, receive and review any information, verbal or written, pertaining to my physical or mental health, including medical and hospital records, and to execute any releases, waivers or other documentation that may be required in order to obtain such information, and to disclose such information to such persons, organizations and health care providers as my Agent shall deem appropriate.

My Agent is authorized to employ and discharge care providers including physicians, psychiatrists, dentists, nurses and therapists as my Agent shall deem appropriate for my physical or emotional well-being. My Agent is authorized to pay reasonable fees and expenses for such services contracted and/or to act in my behalf relative to any requirements of any accident and/or health insurance policies to obtain payments by said insurance, including but not limited to endorsing in my stead any checks to me from said insurance.

My Agent is authorized to apply for admission or discharge to or from medical, nursing, residential or other similar facility, execute any consent or admission forms required by such a facility and enter into any agreements for my care at such a facility or elsewhere during my lifetime or such lesser periods of time as my Agent may designate.

My Agent is authorized to arrange for and consent to medical, therapeutical and surgical procedures for me including the administration of drugs. The power to make health care decisions for me shall include the power to give consent, refuse consent, or withdraw consent to any care, treatment, service, or procedure to maintain, diagnose, or treat a physical or mental condition.

My Agent shall be entitled to reimbursement for all reasonable costs incurred and paid by my Agent on my behalf under the authority granted in this instrument.

To the extent permitted by law, I herewith nominate, constitute and appoint my Agent to serve as guardian, conservator and/or in any similar representative capacity during any periods of incapacitation as defined in this document; and, if I am not permitted by law to so nominate, constitute and appoint, then I request any court of competent jurisdiction which may be petitioned by any person to appoint a guardian, conservator or similar representative for me to give due consideration to my request.

My Agent is authorized to make photocopies of this instrument and any certifications authorized by this instrument, as frequently as necessary. All photocopies shall have the same force and effect as the original.

If any provision of this instrument or its application or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this instrument which

can be given without the provision or application, and to this end the provisions of the instrument are severable.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5 th day of May, 1993.

Lois E. Washburn
LOIS E. WASHBURN

STATE OF NEVADA)

COUNTY OF LINCOLN)

On the 5 th day of May, 1993, before me came Lois Washburn, known to me to be the individual described in, and who executed the foregoing instrument, and she acknowledged that she executed the same, and in due form of law acknowledged the foregoing instrument to be her free act and deed and desired the same might be recorded as such.

Judy A. Etchart
NOTARY PUBLIC



100343

FILED AND RECORDED AT REQUEST OF

James L. Washburn

May 5, 1993

50 MINUTES FAST 3 O'CLOCK

ROOM BOOK 105 OF OFFICE

RECORDS, PAGE 609 LINCOLN COUNTY, NEVADA

Yurtko Setzer

COUNTY REC.
By Yurtko Setzer, Deputy