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OFFICIAL RECORD  
AMY ELMER, RECORDER

DURABLE POWER OF ATTORNEY  
Title of Document

Affirmation Statement

\_\_\_\_\_, I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of any person or persons. (Per NRS 239B.030)

John B. Gintner I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law: \_\_\_\_\_  
(State specific law)

John B. Gintner \_\_\_\_\_  
Signature Title Agent

JOHN B. GINTNER  
Print

10-30-23  
Date

Grantees address and mail tax statement:

1339 Gentry Rd.  
PANACA, Nevada 89042

# DURABLE POWER OF ATTORNEY

## IMPORTANT INFORMATION

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

THIS DOCUMENT GIVES THE PERSON YOU DESIGNATE AS YOUR AGENT THE POWER TO MAKE DECISIONS CONCERNING YOUR PROPERTY FOR YOU. YOUR AGENT WILL BE ABLE TO MAKE DECISIONS AND ACT WITH RESPECT TO YOUR PROPERTY (INCLUDING YOUR MONEY) WHETHER OR NOT YOU ARE ABLE TO ACT FOR YOURSELF.

THIS POWER OF ATTORNEY BECOMES EFFECTIVE IMMEDIATELY UNLESS YOU STATE OTHERWISE IN THE SPECIAL INSTRUCTIONS.

THIS POWER OF ATTORNEY DOES NOT AUTHORIZE THE AGENT TO MAKE HEALTH CARE DECISIONS FOR YOU.

THE PERSON YOU DESIGNATE IN THIS DOCUMENT HAS A DUTY TO ACT CONSISTENT WITH YOUR DESIRES AS STATED IN THIS DOCUMENT OR OTHERWISE MADE KNOWN OR, IF YOUR DESIRES ARE UNKNOWN, TO ACT IN YOUR BEST INTERESTS.

YOU SHOULD SELECT SOMEONE YOU TRUST TO SERVE AS YOUR AGENT. UNLESS YOU SPECIFY OTHERWISE, GENERALLY THE AGENT'S AUTHORITY WILL CONTINUE UNTIL YOU DIE OR REVOKE THE POWER OF ATTORNEY, OR THE AGENT RESIGNS OR IS UNABLE TO ACT FOR YOU.

YOUR AGENT IS ENTITLED TO REASONABLE COMPENSATION UNLESS YOU STATE OTHERWISE IN THE SPECIAL INSTRUCTIONS.

THIS FORM PROVIDES FOR DESIGNATION OF ONE AGENT. IF YOU WISH TO NAME MORE THAN ONE AGENT, YOU MAY NAME A CO-AGENT IN THE SPECIAL INSTRUCTIONS. CO-AGENTS ARE NOT REQUIRED TO ACT TOGETHER UNLESS YOU INCLUDE THAT REQUIREMENT IN THE SPECIAL INSTRUCTIONS.

IF YOUR AGENT IS UNABLE OR UNWILLING TO ACT FOR YOU, YOUR POWER OF ATTORNEY WILL END UNLESS YOU HAVE NAMED A SUCCESSOR AGENT. YOU MAY ALSO NAME A SECOND SUCCESSOR AGENT.

YOU HAVE THE RIGHT TO REVOKE THE AUTHORITY GRANTED TO THE PERSON DESIGNATED IN THIS DOCUMENT.

THIS DOCUMENT REVOKES ANY PRIOR DURABLE POWER OF ATTORNEY.

IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.

**1. APPOINTMENT OF MY AGENT.** I, Edward Ginther (hereinafter referred to as "**Principal**"), hereby execute this Durable Power of Attorney appointing the following named individual as my "**Agent**" (also known as Attorney-in-Fact):

Name: John Ginther  
Address: Box 3  
Riverside, Oregon 97917  
Phone Number: 5417091799

**2. EFFECTIVENESS.** This shall be effective from when I sign it. The authority of my Agent, when effective, shall not terminate or be void or voidable if I am or become disabled or in the event of later uncertainty as to whether I am dead or alive.

**3. AGENT AS FIDUCIARY.** I give my Agent the powers specified in this Durable Power of Attorney with the understanding that they will be exercised for my benefit, on my behalf, and solely in a fiduciary capacity.

**4. GENERAL AUTHORITY TO ACT.** I hereby grant my Agent, including any Successors or Co-Agents, the general authority to act on my behalf in the following subjects: (**INITIAL ALL POWERS THAT APPLY**)

- a.  Real property
- b.  Tangible personal property
- c.  Stocks and bonds
- d.  Commodities and options
- e.  Banks and financial institutions

- f.  Operation of entity or business
- g.  Insurance and annuities
- h.  Estates, trusts, and other beneficial interests
- i.  Claims and litigation
- j.  Personal and family maintenance
- k.  Benefits from governmental programs and civil or military service
- l.  Retirement plans
- m.  Taxes
- n.  Gifts
- o.  **All Other Matters.** Except for those actions that conflict with or are limited by another provision of this Durable Power of Attorney and those powers listed in this instrument to which my initials are not affixed, I give my Agent the power to act as my alter ego with respect to all matters and affairs that are not included in the other provisions of this Durable Power of Attorney, to the extent that a principal can act through an agent. This section does not authorize my Agent to make healthcare decisions.

5. **SPECIFIC ACTS AUTHORIZED.** In addition to the general powers authorized above, I specifically authorize my Agent to perform the following acts: **(INITIAL ALL POWERS THAT APPLY)**

- a.  Create or amend designations of rights of survivorship, including in financial accounts and real property.
- b.  Create or amend designations of Beneficiaries.
- c.  Delegate or otherwise authorize another person to exercise the powers delegated to the Agent under this instrument.
- d.  Waive Principal's right to be a Beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.
- e.  Exercise fiduciary powers validly delegated by Principal.
- f.  Disclaim, refuse, or release an interest in property or a power of appointment.

**g. Inter Vivos Trusts.** I give my Agent the power to take all actions that my Agent considers necessary or desirable with respect to trusts that exist when this power is executed or that are established thereafter, including the following powers: to establish trusts for the benefit of my spouse, partner, children, grandchildren, and parents; to contribute or transfer assets to any trust in which I have an interest; and to exercise any power I may have as an individual, other than as a trust beneficiary, such as borrowing trust assets, amending or revoking trust agreements, and voting shares of stock, but subject to the limitation that any trust I have created may be modified or revoked by my Agent only if expressly permitted by the trust instrument. This section must not be construed as limiting the authority of my Agent to exercise any power, with respect to trusts, that I may hold in a fiduciary capacity or as a trust beneficiary, to the extent that such authority is specifically given elsewhere in this instrument.

**h. Pets.** I give my Agent the power to house, or arrange for the housing, support, and maintenance of any animals that I own or have custody of and to pay reasonable boarding, kenneling, and veterinary fees for such animals.

**i. Funeral and Burial Arrangements.** I give my Agent the power to arrange for my funeral or other memorial service and for burial or cremation of my remains in accordance with all of my known wishes.

**j. After-Acquired Property.** The powers granted to my Agent in this instrument are exercisable equally with respect to interests in property I own when this instrument is executed and after-acquired property interests, wherever the property is located, and whether or not the powers are exercised or the Durable Power of Attorney is executed in the same state.

**k. Gifts to Agent.** Notwithstanding any other provision in this Durable Power of Attorney, my Agent may make gifts in amounts not to exceed the annual federal gift tax exclusion to him or herself but only if my Agent is in need of funds to meet the reasonable expenses of the following: support in accordance with my Agent's accustomed manner of living; medical, dental, hospital, and nursing services, and other costs relating to the health care of my Agent; and my Agent's education.

**l. Nominating a Conservator.** If proceedings are initiated for the appointment of a Conservator of my person or my estate or both, I authorize my Agent to nominate whomever he or she believes is appropriate as Conservator of my person or my estate or both, including appointing him or herself. I authorize my Agent to waive the requirement a bond for any person appointed, if he or she believes a waiver is appropriate.

**m. General Authority.** Except for those actions that conflict with or are limited by another provision of this Durable Power of Attorney, I give my Agent the power to act as my alter ego with respect to all matters and affairs that are not included in the other provisions of this power, to the extent that a principal can act through an agent. This section does not authorize my Agent to make healthcare decisions.

In connection with the exercise of any of the powers described in the preceding sections, I give my Agent full authority, to the extent that a principal can act through an agent, to take all actions that he or she believes necessary, proper, or convenient, to the extent that I could take these actions myself, including, without limitation, the power to prepare, execute, and file documents and maintain records; to enter into contracts; to hire, discharge, and pay reasonable compensation to attorneys, accountants, expert witnesses, or other assistants; to engage in litigation regarding a claim in favor of or against me; and to execute, acknowledge, seal, and deliver any instrument.

- n. **Restrictions on Property Management Powers.** Notwithstanding any other provision in this Durable Power of Attorney, my Agent does not have any of the following powers related to property management: to use my property to discharge the legal obligations of my Agent, including but not limited to the support of the dependents of my Agent, except for those dependents to whom I also, along with my Agent, owe a duty of support; to exercise any incident of ownership over any insurance policy that I own and that insures the life of my Agent; or to exercise powers of a trustee under an irrevocable trust of which my Agent is the settler and of which I am a trustee.
- o. **Beneficial Use.** If my Agent is not my ancestor, descendant, or spouse, my Agent MAY use my property to Agent's own benefit and/or for supporting someone to whom Agent owes a support obligation.

6. **NOMINATION OF A GUARDIAN OR CONSERVATOR (OPTIONAL).** If a Conservator or Guardian of my person or estate needs to be appointed for me by a court: (INITIAL)

- a.          I nominate John Ginther.

First Choice: John Ginther

Address: Box 3

Riverside, Nevada

oregon 97917

7. **AMPLIFYING POWERS**

a. **Compensation**

- i. My Agent will be entitled to reasonable compensation for services rendered as Agent under this Durable Power of Attorney. Factors that should be considered in determining the amount of compensation are as follows:

A. The time expended by my Agent.

B. The value of the property over which my Agent exercises control and management.

C. The complexity of the transactions entered into by my Agent.

ii. My Agent may pay the compensation from my assets once each week, and must keep records of the services performed, the time spent in performing them, and the date and amount of each payment.

b. **Reimbursement for Costs and Expenses.** My Agent will be entitled to reimbursement from my property for expenditures properly made in performing the services conferred by me in this instrument. My Agent must keep records of any such expenditures and reimbursements.

c. **Reliance by Third Parties.** To induce third parties to rely on the provisions of this instrument, I, for myself and on behalf of my heirs, successors, and assigns, hereby waive any privilege that may attach to information requested by my Agent in the exercise of any of the powers described in this instrument. Moreover, on behalf of my heirs, successors, and assigns, I hereby agree to hold harmless any third party who acts in reliance on this power for damages or liability incurred as a result of that reliance.

d. **Ratification.** I ratify and confirm all that my Agent does or causes to be done under the authority granted in this instrument. All contracts, promissory notes, checks, or other bills of exchange, drafts, other obligations, stock powers, instruments, and other documents signed, endorsed, drawn, accepted, made, executed, or delivered by my Agent will bind me, my estate, my heirs, successors, and assigns.

e. **Exculpation of Agent.** My Agent will not be liable to me or any of my successors in interest for any action taken or not taken in good faith, but will be liable for any willful misconduct or gross negligence.

f. **Revocation and Amendment.** I revoke any and all Durable Powers of Attorney that I have executed before executing this Durable Power of Attorney. I retain the right to revoke or amend this Durable Power of Attorney and to substitute other agents in place of my Agent. Amendments to this Durable Power of Attorney must be made in writing by me personally. They must be attached to the original of this document and, if the original is recorded, must be recorded in the same county or counties as the original, although failure to record any amendment will not alter its affect.

g. **Limitations on Agent's Authority.** An agent that is not my spouse MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

## 8. GENERAL PROVISIONS

a. **Signature of Agent.** My Agent must use the following form when signing on my behalf pursuant to this Durable Power of Attorney: "[Principal] by [Agent], his or her Agent."

- b. **Severability.** If any of the provisions of this instrument are found to be invalid for any reason, that invalidity will not affect any of the other provisions of this power, and all invalid provisions will be wholly disregarded.
- c. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Nevada, without regard to its conflict of laws rules.
- d. **Reliance on This Durable Power of Attorney.** Any person, including my Agent, may act in reliance upon the validity of this Durable Power of Attorney or a copy of it unless that person knows it has terminated or is no longer valid.

**9. SPECIAL INSTRUCTIONS (OPTIONAL)**

You may give any special instructions on the following lines:

- a. \_\_\_\_\_  
\_\_\_\_\_
- b. \_\_\_\_\_  
\_\_\_\_\_
- c. \_\_\_\_\_  
\_\_\_\_\_
- d. \_\_\_\_\_  
\_\_\_\_\_

This Durable Power of Attorney is executed by me on 10-30-23 in Nevada.

Name: Edward Ginther

Signature:  \_\_\_\_\_

SSN or TIN:  \_\_\_\_\_

Address: 1339 Gentry Rd  
Panaca, Nevada 89042

Phone Number: 4352189466



## **NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS ATTORNEY-IN-FACT**

### IMPORTANT INFORMATION FOR THE AGENT

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

1. do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
2. act in good faith;
3. do nothing beyond the authority granted in this power of attorney; and
4. disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner: "(Principal's Name) by (Your Signature) as Agent". Unless the Special Instructions in this power of attorney state otherwise, you must also:
  - i. act loyally for the principal's benefit;
  - ii. avoid conflicts that would impair your ability to act in the principal's best interest;
  - iii. act with care, competence, and diligence;
  - iv. keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
  - v. cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
  - vi. attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

**Liability of Agent:** The meaning of the authority granted to you is defined in NRS 162A.200 to 162A.660, inclusive. If you violate NRS 162A.200 to 162A.660, inclusive, or act outside the authority granted in this Power of Attorney, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.

**ACCEPTANCE BY AGENT**

**Name: John Ginther**

Signature:  Dated: 10-30-23

COPY


**NOTARY ACKNOWLEDGMENT**

State of Nevada

County of Lincoln

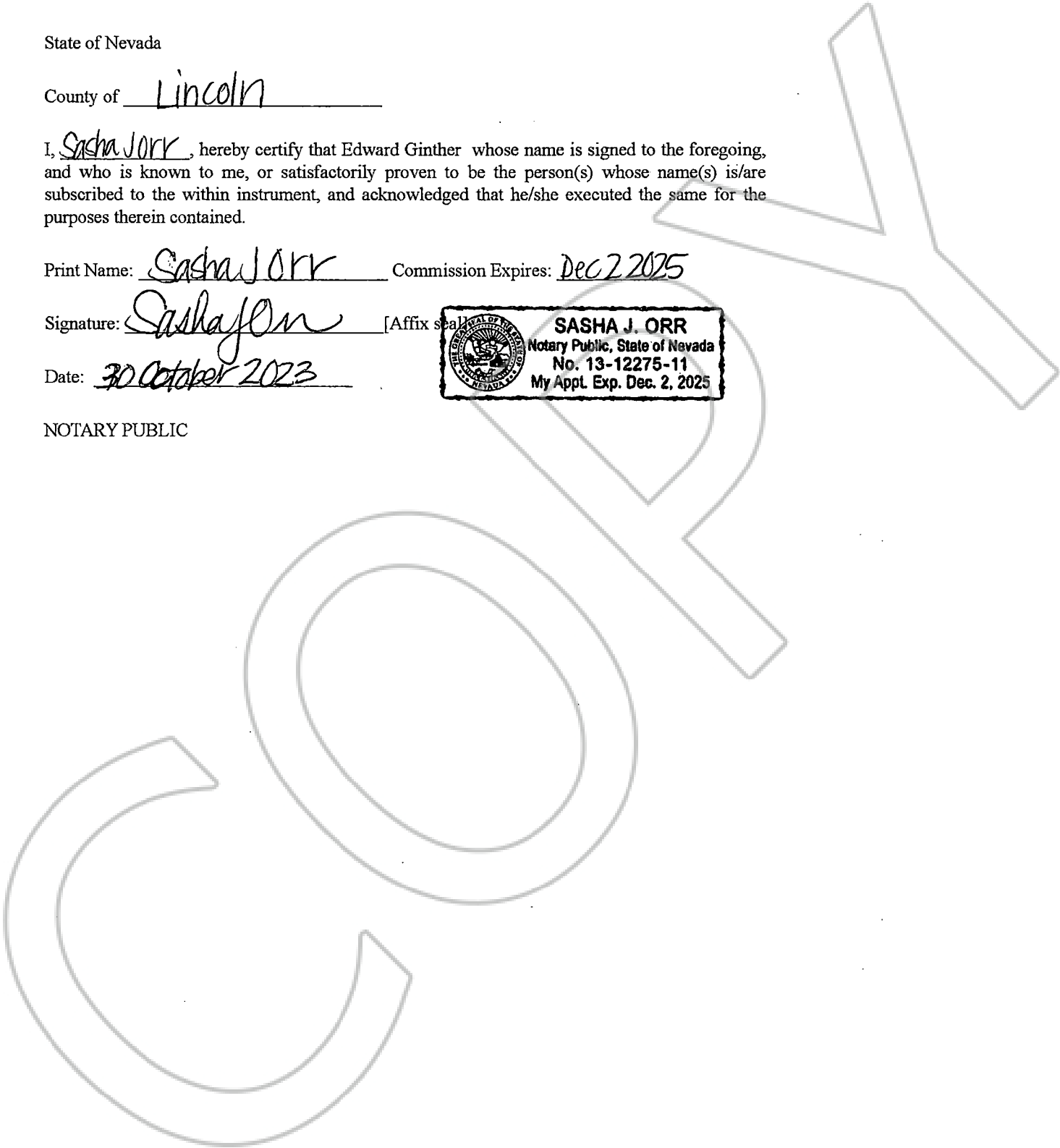
I, Sasha J Orr, hereby certify that Edward Ginther whose name is signed to the foregoing, and who is known to me, or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

Print Name: Sasha J Orr Commission Expires: Dec 2 2025

Signature: Sasha J Orr [Affix seal] 

Date: 30 October 2023

NOTARY PUBLIC



## STATEMENT OF WITNESS

I declare under penalty of perjury: 1) that the individual who signed or acknowledged this Durable Power of Attorney is personally known to me, or that the individual's identity was proven to me by convincing evidence; 2) that the individual signed or acknowledged this Durable Power of Attorney in my presence; 3) that the individual appears to be of sound mind and under no duress, fraud, or undue influence; and 4) that I am not a person appointed as Agent by this Durable Power of Attorney.

### FIRST WITNESS

Name: Linda L Claiborne

Signature: [Handwritten Signature] Dated: 10/30/23

### SECOND WITNESS

Name: Jennifer Morgan

Signature: [Handwritten Signature] Dated: 10/30/2023

