

GENERAL DURABLE POWER OF ATTORNEY

GIVEN BY

KATHRYN C. WAGNER

AS PRINCIPAL

COPY

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SECTION ONE

ASSET POWERS	2
A. Power to Sell	2
B. Power to Buy	2
C. Power to Invest	3
D. Power to Manage Real Property	3
E. Power to Manage Personal Property	4
F. Power to Operate Businesses	4
G. Power to Exercise Rights in Securities	5
H. Power to Demand and Receive	6
I. Power with Respect to Employment Benefits	6
J. Power with Respect to Bank Accounts	7
K. Power with Respect to Safe-Deposit Boxes	7
L. Power with Respect to Legal and Other Actions	7
M. Power to Borrow Money	8
N. Power to Create, Fund, Amend and Terminate Trusts Solely for the Benefit of the Principal	8
O. Power to Fund Trusts Created by the Principal	9
P. Power to Withdraw Funds from Trusts	9
Q. Power to Renounce and Resign from Fiduciary Positions	9
R. Power to Disclaim, Renounce, Release, or Abandon Property Interests	10
S. Power with Respect to Insurance	10
T. Power with Respect to Taxes	11
U. Power to Make Gifts	12
V. Power to Provide Support to Others	12
W. Power to Make Loans	13
X. Power to Explore and Implement Medicaid Planning Strategies and Options	13

SECTION TWO

CARE AND CONTROL OF MY PERSON	13
A. Power to Provide for Principal's Support	13
B. Power to Provide for Recreation and Travel	14
C. Power to Provide for Spiritual or Religious Needs	14
D. Power to Provide for Companionship	14
E. Power to Make Advance Funeral Arrangements	14
F. Power to Make Anatomical Gifts	15
G. Power to Nominate Guardian or Conservator	15

SECTION THREE

HEALTH CARE	15
A. Power of Access and Disclosure of Medical Records and Other Information	16
B. Power to Employ and Discharge Health Care Personnel	16

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C.	Power to Give or Withhold Consent to Medical Treatment	16
D.	Power to Give or Withhold Consent to Psychiatric Treatment	17
E.	Power to Protect my Right of Privacy	17
F.	Power to Authorize Relief from Pain	18
G.	Power to Grant Releases	18

SECTION FOUR

INCIDENTAL POWERS	18
A. Resort to Courts	18
B. Hire and Fire	19
C. Sign Documents	19
D. Borrow, Spend, Liquidate, Secure	19
E. Supplement This Instrument	20
F. Power to do Miscellaneous Acts	20

SECTION FIVE

THIRD PARTY RELIANCE	20
A. Third Party Liability for Revocation and Amendments	21
B. Agent Has Power to Act Alone	21
C. No Liability to Third Parties for Reliance on Agent	21
D. Authorization to Release Information to Agent	22
E. Authorization to Release Medical Information	22

SECTION SIX

RESTRICTIONS ON POWERS	22
A. Prohibition on Power Over Life Insurance	22
B. Prohibition on Power Over Prior Transfers	23
C. Prohibition on Power to Benefit Agent	23

SECTION SEVEN

DURABILITY PROVISION	23
-----------------------------	----

SECTION EIGHT

ADMINISTRATIVE PROVISIONS	23
A. Reimbursement of Agent	23
B. Request That No Guardian or Conservator Be Appointed	24
C. Waiver of Certain Fiduciary Responsibilities	24
D. No Duty to Monitor Health	24
E. Severability	25
F. Governing Law and Applicability to Foreign Jurisdictions	25
G. Definitions	25
H. Revocation, Removal, Amendment and Resignation	25
I. Counterpart Originals	26
J. Photocopies	26
K. Termination	26

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RECORDED AT REQUEST OF:

WHEN RECORDED MAIL TO:

**GENERAL DURABLE POWER OF ATTORNEY
GIVEN BY KATHRYN C. WAGNER AS PRINCIPAL**

I, KATHRYN C. WAGNER, as principal ("Principal"), have this day appointed PHILLIP R. WAGNER to serve as my Agent ("Agent"), to exercise the powers set forth below.

In addition, I have this day also appointed the following persons to serve as alternate agents who shall have no authority to exercise any of the powers set forth below except under the condition hereinafter specified:

RUTHANN WAGNER

First Alternate Agent

CHRISTINE MICHELLE SCHILLING

Second Alternate Agent

The condition under which any person named above as alternate agent may exercise any of the powers set forth below is that if any person who is at any time authorized hereunder to serve as my Agent shall be unable or unwilling to serve or to continue to serve as such Agent, then in the order specified above, the first person named above as alternate agent who is willing and able to serve as such Agent shall be fully authorized to serve hereunder and shall have all of the powers granted originally to my Agent and the term "Agent" shall refer to any such person so serving. Any alternate agent may execute and deliver an affidavit that my Agent is unwilling or unable to serve

or to continue to serve and such affidavit shall be conclusive evidence, insofar as third parties are concerned, of the facts set forth therein, and in such event any person acting in reliance upon such affidavit shall incur no liability to my estate because of such reliance.

SECTION ONE

ASSET POWERS

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, as follows:

A. Power to Sell. To sell any and every kind of property that I may own now or in the future: real, personal, intangible and/or mixed, including without being limited to contingent and expectant interests and life estates, marital rights and any rights of survivorship incident to joint tenancy or tenancy by the entirety, upon such terms and conditions and security as my Agent shall deem appropriate and to grant options and with respect to sales thereof; and to make such disposition of the proceeds of such sale or sales (including expending such proceeds for my benefit) as my Agent shall deem appropriate.

B. Power to Buy. To buy every kind of property: real, personal, intangible or mixed, upon such terms and conditions as my Agent shall deem appropriate; to obtain options with respect to such purchases; to arrange for appropriate disposition, use, safekeeping and/or insuring of any such property purchased by my Agent; to buy United States Government bonds redeemable at par in payment of United States estate taxes imposed at my death; to borrow money for the purposes described herein and to secure such borrowings in such manner as my Agent shall deem appropriate;

to use any credit card held in my name to make such purchases and to sign such charge slips as may be necessary to use such credit cards; to repay from any funds belonging to me any money borrowed and to pay for any purchases made or cash advanced using credit cards issued to me.

C. Power to Invest. To invest and reinvest all or any part of my property in any property or interests (included undivided interests) in property, real, personal, intangible or mixed, wherever located, including without being limited to commodities contracts of all kinds, securities of all kinds, bonds, debentures, notes (secured or unsecured), stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule or law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or my Agent; to establish, utilize and terminate savings and money market accounts with financial institutions of all kinds; to establish, utilize and terminate accounts (including margin accounts) with securities brokers; to establish, utilize and terminate managing agency accounts with corporate fiduciaries; to employ, utilize the services of, compensate and terminate the services of such financial and investment advisors and consultants as my Agent shall deem appropriate.

D. Power to Manage Real Property. With respect to real property (including but not limited to any real property described on any exhibit attached to this instrument and any real property I may hereafter acquire or receive and my personal residence): to lease, sublease, release; to eject, remove and relieve tenants or other persons from, and recover possession of, by all lawful means;

to accept real property as a gift or security for a loan; to collect, sue for, receive and receipt for rents and profits and to conserve, invest or utilize any and all of such rents, profits and receipts for the purposes described in this paragraph; to do any act of management and conservation; to pay, compromise, or to contest tax assessments and to apply for refunds in connection therewith; to hire assistance and labor; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements over; to maintain, protect, repair, preserve, insure, build upon, demolish, alter or improve all or any part thereof; to obtain or vacate plats and adjust boundaries, to adjust differences in valuation on exchange or participation by giving or receiving consideration; to release or partially release real property from a lien; to insert on any exhibit to this instrument containing real property descriptions the descriptions of any real property in which I may now or hereafter acquire an interest; to sell and to buy the same or other real property; to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by my Agent.

E. Power to Manage Personal Property. With respect to personal property: to lease, sublease and release; to recover possession of by all lawful means; to collect, sue for, receive and receipt for rents and profits therefrom; to maintain, protect, repair, preserve, insure, alter or improve all or any part thereof; to sell and to buy the same or other personal property; to mortgage and/or grant security interests in any personal property or intangibles now or hereafter owned by me, whether acquired by me or for me by my Agent.

F. Power to Operate Businesses. To continue the operation of any business belonging to me or in which I have a substantial interest, for such time and in such manner as my Agent shall

deem appropriate, including but not limited to: hiring and discharging my employees, paying my employees' salaries and providing for employee benefits, employing legal, accounting, financial and other consultants; continuing, modifying, terminating, renegotiating and extending any contractual arrangements with any person, firm, association or corporation whatsoever made by me or on my behalf; executing business tax returns and other government forms required to be filed by my business; paying all business related expenses; transacting all kinds of business for me in my name and on my behalf; contributing additional capital to the business; changing the name and/or form of the business; incorporating the business; entering into such partnership agreement with other persons as my Agent shall deem appropriate; joining in any plan of reorganization, consolidation or merger of such business; selling, liquidating or closing out such business at such time and upon such terms as my Agent shall deem appropriate and representing me in establishing the value of any business under "Buy-out" or "Buy-Sell" agreements to which I may be a party; to create, continue or terminate retirement plans with respect to such business and to make contributions which may be required by such plans; to borrow and pledge business assets; to exercise any right, power, privilege or option that I may have or may claim under any contract of partnership whether as a general, special or limited partner; to modify or terminate my interest upon such terms and conditions as my Agent may deem appropriate; to enforce the terms of any such partnership agreement for my protection, whether by action, proceeding or otherwise as my Agent shall deem appropriate; to defend, submit to arbitration, settle or compromise any action or other legal proceeding to which I am a party because of my membership in such partnership.

G. Power to Exercise Rights in Securities. To exercise all rights with respect to

corporate securities which I now own or may hereafter acquire, including: the right to sell, grant security interests in and to buy the same or different securities; to establish, utilize and terminate brokerage accounts (including margin accounts); to vote at all meetings of security holders, regular or special; to make such payments as my Agent deems necessary, appropriate, incidental or convenient to the owning and holding of such securities; to receive, retain, expend for my benefit, invest and reinvest or make such disposition of as my Agent shall deem appropriate, all additional securities, cash or property (including the proceeds from the sales of my securities) to which I may be or become entitled by reason of my ownership of any securities.

H. Power to Demand and Receive. To demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make other such appropriate disposition of as my Agent deems appropriate: all cash, rights to the payment of cash, property (real, personal, intangible and/or mixed), rights and/or benefits to which I am now or may in the future become entitled, regardless of the identity of the individual or public or private entity involved (and for purposes of receiving social security benefits, my Agent is herewith appointed my "Representative Payee"); to utilize all lawful means and methods for such purposes; to make such compromises, release, settlements and discharges with respect thereto as my Agent shall deem appropriate.

I. Power with Respect to Employment Benefits. To create and contribute to an IRA or employee benefit plan (including a plan for a self-employed individual) for my benefit; to select any payment option under any IRA or employee benefit plan in which I am a participant, (including plans for self-employed individuals) or to change options I have selected; to make and change beneficiary designations; to make voluntary contributions to such plans; to make "roll-overs" of plan

benefits into other retirement plans; to borrow money and purchase assets therefrom and sell assets thereto, if authorized by any such plan.

J. Power with Respect to Bank Accounts. To establish accounts of all kinds, including but not limited to banks and thrift institutions; to modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am an authorized signatory (except accounts held by me in a fiduciary capacity), whether or not any such account was established by me or for me by my Agent; to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; to contract for any services rendered by any bank or financial institution.

K. Power with Respect to Safe-Deposit Boxes. To contract with any institution for the maintenance of a safe-deposit box in my name; to have access to all safe-deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe-deposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safe-deposit box and to terminate any and all contracts for such boxes.

L. Power with Respect to Legal and Other Actions. To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way, including but not limited to claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that the loss resulting therefrom will or may fall on me and otherwise engage in

litigation involving me, my property or any interest of mine, including any property or interest or person for which or for whom I have or may have any responsibility.

M. Power to Borrow Money. To borrow money for my account upon such terms and conditions as my Agent shall deem appropriate and to secure such borrowing by the granting of security interests in any property or interest in property which I may now or hereafter own; to borrow money upon any life insurance policies owned by me upon my life for any purpose and to grant a security interest in such policy to secure any such loans. No insurance company shall be under any obligation whatsoever to determine the need for such loan or the application of the proceeds by my Agent.

N. Power to Create, Fund, Amend and Terminate Trusts Solely for the Benefit of the Principal. To execute a revocable trust agreement with such trustee or trustees as my Agent shall select, which trust shall provide that all income and principal shall be paid to me, to some person for my benefit or applied for my benefit in such amounts as I or my Agent shall request or as the trustee or trustees shall determine, and that on my death any remaining income and principal shall be paid to my personal representative, and that the trust may be revoked or amended by me or my Agent at any time and from time to time, provided, however, that any amendment by my Agent must be such that by law or under the provisions of this instrument such amendment could have been included in the original trust agreement; to deliver and convey any or all of my assets to the trust agreement; to deliver and convey any or all of my assets to the trustee or trustees thereof; to add any or all of my assets to such a trust already in existence at the time of the creation of this instrument or created by me at any time hereafter. The trustee may be my Agent as sole trustee or as one of

several trustees.

O. Power to Fund Trusts Created by the Principal. To transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any or all of my cash, property or interests in property including any rights to receive income from any source, and for this purpose to enter and remove from any safe-deposit box of mine (whether the box is registered in my name alone or jointly with one or more other persons) any of my cash or property and to execute such instruments, documents and papers to effect the transfers described herein as may be necessary, appropriate, incidental or convenient; to make such transfers absolutely in fee simple or for my lifetime only, with the remainder or reversion (of the property so transferred) remaining in me so that such property will be disposed of at my death by my Will or by the intestacy laws of the state in which I shall die a resident.

P. Power to Withdraw Funds from Trusts. To withdraw and/or receive the income or corpus of any trust over which I may have a right of receipts or withdrawal; to request and receive the income or corpus of any trust with respect to which the trustee thereof has the discretionary power to make distributions to or on my behalf; to execute and deliver to such trustee or trustees a receipt and release or similar document for the income or corpus so received.

Q. Power to Renounce and Resign from Fiduciary Positions. To renounce any fiduciary position to which I have been or may be appointed or elected, including but not limited to personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation, and any governmental or political office or position to which I have been or may be elected or

appointed; to resign any such positions in which capacity I am presently serving; to file an accounting with a court of competent jurisdiction or settle on a receipt and release or such other informal method as my Agent shall deem appropriate.

R. Power to Disclaim, Renounce, Release, or Abandon Property Interests. To renounce and disclaim any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession; to release or abandon any property or interest in property or powers which I may now or hereafter own, including any interests in or rights over trusts (including the right to alter, amend, revoke or terminate); to exercise any right to claim an elective share in any estate or under any will. In exercising such discretion, my Agent may take into account such matters as shall include but shall not be limited to any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property.

S. Power with Respect to Insurance. To insure my life or the life of anyone in whom I have an insurable interest; to continue life insurance policies now or hereafter owned by me on either my life or the lives of others; to pay all insurance premiums; to select any options under such policies; to increase coverage under any such policy; to assign any such policy; to borrow against any such policy; to pursue all insurance claims on my behalf; to purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support; to carry insurance of such kinds and in such amounts as my Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any

liability; to pay the premiums therefor; to pursue claims thereunder; to designate and change beneficiaries of insurance policies insuring my life and beneficiaries under any annuity contract in which I have an interest; to decrease coverage under or cancel any of the policies described herein; to receive and make such disposition of the cash value upon termination of any such policy as my Agent shall deem appropriate.

T. Power with Respect to Taxes. To represent me in all tax matters; to prepare, sign, and file federal, state and/or local income, gift and other tax returns of all kinds, including joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the tax court or any other courts regarding tax matters, and any and all other tax related documents, including but not limited to consents and agreements under Section 2032A of the Internal Revenue Code or any successor section thereto, and consents to split gifts, closing agreements and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year between the years 1988 and 2038; to pay taxes due; to collect and make such disposition of refunds as my Agent shall deem appropriate; to post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods between the years 1988 and 2038 before all officers of the Internal Revenue Service and state and local authorities; to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way

related to me or any property in which I have or may have any interest or responsibility.

U. Power to Make Gifts. To make gifts, grants or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made), to such person or organizations as my Agent shall select; to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code and any successor sections thereto and/or similar provisions of any state or local gift tax laws; to pay any gift tax that may arise by reason of such gift, but the recipients of any such gifts shall be limited to PHILLIP R. WAGNER, RUTHANN WAGNER, and CHRISTINE MICHELLE SCHILLING and said gifts shall only be made to the then-acting agent to the extent that such gifts shall qualify for the annual federal gift tax exclusion.

V. Power to Provide Support to Others. To support and/or continue to support any person whom I have undertaken to support or to whom I may owe an obligation of support, in the same manner and in accordance with the same standard of living as I may have provided in the past (adjusted if necessary by circumstances and inflation), including but not limited to the payment of real property taxes; payments on loans secured by my residence; maintenance of my residence, food, clothing and shelter; medical, dental and psychiatric care; normal vacations and travel expenses and education (including education at vocational and trade schools; training in music, stage, arts and sports; special training provided at institutions for the mentally or physically handicapped; undergraduate and graduate study in any field at public or private universities, colleges or other institutions of higher learning), and in providing for such education to pay for tuition, books and incidental charges made by the educational institutions, travel costs to and from such institutions,

room and board, and a reasonable amount of spending money.

W. Power to Make Loans. To lend money and property at such interest rate, if any, and upon such terms and conditions, and with such security, if any, as my Agent shall deem appropriate; to renew, extend, and modify any such loan or loans that I may have previously made; to guarantee the obligations of any such person; to consent to the renewal, extension and modification of such obligations.

X. Power to Explore and Implement Medicaid Planning Strategies and Options. To plan and accomplish asset preservation in the event I need long-term health or nursing care. Such planning shall include, but is not necessarily limited to, the authority to: (1) make home improvements and additions to my family residence; (2) pay off partly or in full the encumbrance, if any, on my family residence; (3) purchase a family residence, if I do not own a family residence; (4) purchase a more expensive family residence; (5) make gifts of assets for Medicaid estate planning purposes; (6) to do any and all acts now or as hereafter authorized by law to accomplish such asset preservation.

SECTION TWO

CARE AND CONTROL OF MY PERSON

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

A. Power to Provide for Principal's Support. To do all acts necessary for maintaining my customary standard of living; to provide living quarters by purchase, lease or other arrangement, or, by payment of the operating costs of my existing living quarters, including interest, amortization

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Page 13

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payments, repairs and taxes; to provide normal domestic help for the operation of my household; to provide clothing, transportation, medicine, food and incidentals; and to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment; and if, in the judgment of my Agent, I will never be able to return to my living quarters from a hospital, hospice, nursing home, convalescent home or similar establishment, to lease, sublease or assign my interest as lessee in any lease or protect or sell or otherwise dispose of my living quarters (investing the proceeds of any such sale as my Agent deems appropriate) for such price and upon such terms, conditions and security, if any, as my Agent shall deem appropriate, or otherwise dispose of any items of tangible personal property remaining in my living quarters which my Agent believes I will never need again (and pay all costs thereof).

B. Power to Provide for Recreation and Travel. To provide opportunities for me to engage in recreational and sports activities, including travel, as my health permits.

C. Power to Provide for Spiritual or Religious Needs. To provide for the presence and involvement of religious clergy or spiritual leaders in my care, provide them access to me at all times, maintain my memberships in religious or spiritual organizations or arrange for membership in such groups, and enhance my opportunities to derive comfort and spiritual satisfaction from such activities, including religious books, tapes and other materials.

D. Power to Provide for Companionship. To provide for such companionship for me as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself.

E. Power to Make Advance Funeral Arrangements. To make advance arrangements

for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate.

F. Power to Make Anatomical Gifts. To make anatomical gifts which will take effect at my death to such persons and organizations as my Agent shall deem appropriate and to execute such papers and do such acts and things as shall be necessary, appropriate, incidental or convenient in connection with such gifts.

G. Power to Nominate Guardian or Conservator. Subject to Section Eight, subparagraph B, to nominate and/or petition for the appointment of my Agent or any person my Agent deems appropriate as primary, successor or alternate guardian, guardian ad litem or conservator or to any fiduciary office (all of such offices of guardian, et al. being hereinafter referred to as "Personal Representative") representing me or any interest of mine or any person for whom I may have a right or duty to nominate or petition for such appointment; to grant to any such Personal Representative all of the powers under applicable law that I am permitted to grant; to waive any bond requirement for such Personal Representative that I am permitted by law to waive.

SECTION THREE

HEALTH CARE

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time to exercise the authority described below relating to matters involving my health and medical care. In exercising the authority granted to my Agent herein, my Agent is instructed that my Agent should discuss with me the specifics of any proposed decision regarding my medical care and treatment if I am able to communicate in any manner, even by blinking my eyes. My Agent is further

instructed that if I am unable to give an informed consent to medical treatment, my Agent shall give or withhold such consent for me based upon any treatment choices that I may have expressed while competent, whether under this instrument or otherwise. If my Agent cannot determine the treatment choice I would want made under the circumstances, then my Agent should make a choice for me based upon what my Agent believes to be in my best interests. Accordingly, my Agent is authorized as follows:

A. Power of Access and Disclosure of Medical Records and Other Information. To request, receive and review any information, verbal or written, regarding my personal affairs or my physical or mental health, including medical and hospital records; to execute any releases or other documents that may be required in order to obtain such information; to disclose such information to such persons, organizations, firms or corporations, as my Agent shall deem appropriate.

B. Power to Employ and Discharge Health Care Personnel. To employ and discharge medical personnel including physicians, psychiatrists, dentists, nurses and therapists as my Agent shall deem necessary for my physical, mental and emotional well-being; to pay them, or any of them, reasonable compensation.

C. Power to Give or Withhold Consent to Medical Treatment. To give consent to any medical procedures, tests or treatments, including surgery; to arrange for my hospitalization, convalescent care, hospice or home care; to summon paramedics or other emergency medical personnel and seek emergency treatment for me, as my Agent shall deem appropriate; to revoke, withdraw, modify or change consent to such procedures, tests and treatments, as well as hospitalization, convalescent care, hospice or home care which I or my Agent may have previously

allowed or consented to or which may have been implied due to emergency conditions under circumstances in which my Agent determines that certain medical procedures, tests or treatments are no longer of any benefit to me or, based on instructions previously given by me are not desired by me regardless of benefit. My Agent should discuss the specifics of any proposed decision regarding my medical care and treatment with me if I am able to communicate in any manner, even by blinking my eyes. If I am unconscious or otherwise unable to communicate with my Agent, then my Agent's decision should be guided by taking into account (1) the foregoing provisions of this paragraph, (2) any preferences that I may previously have expressed on the subject, (3) what my Agent believes I would want done in the circumstances if I were able to express myself, and (4) any information given to my Agent by the physicians treating me as to my medical diagnosis and prognosis.

D. Power to Give or Withhold Consent to Psychiatric Treatment. To arrange (upon the execution of a certificate by two independent psychiatrists who have examined me and in whose opinions I am in immediate need of hospitalization because of mental disorders, alcoholism or drug abuse) for my voluntary admission to an appropriate hospital or institution for treatment of the diagnosed problem or disorder; to arrange for private psychiatric and psychological treatment for me; to revoke, modify, withdraw or change consent to hospitalization, institutionalization or private treatment which I or my Agent may have previously given. The consent of my Agent to my hospitalization for psychiatric help, alcoholism or drug abuse shall have the same legal effect, subject to applicable local law, as a voluntary admission made by me.

E. Power to Protect my Right of Privacy. To exercise my right of privacy to make decisions regarding my medical treatment and my right to be left alone even though the exercise of

such right might hasten my death or be against conventional medical advice.

F. Power to Authorize Relief from Pain. To consent to and arrange for the administration of pain-relieving drugs of any kind, or other surgical or medical procedures calculated to relieve my pain even though their use may lead to permanent physical damage, addiction or even hasten the moment of (but not intentionally cause) my death; to authorize, consent to and arrange for unconventional pain relief therapies which my Agent believes may be helpful to me.

G. Power to Grant Releases. To grant, in conjunction with any instructions given under this Article, releases to hospital staff, physicians, nurses and other medical and hospital administrative personnel who act in reliance on instructions given by my Agent or who render written opinions to my Agent in connection with any matter described in this Article from all liability for damages suffered or to be suffered by me; to sign documents titled or purporting to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice", as well as any necessary waivers of or releases from liability required by any hospital or physician to implement my wishes regarding medical treatment or non-treatment.

SECTION FOUR INCIDENTAL POWERS

In connection with the exercise of the powers described herein, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient to such exercise or exercises, including without limitation the following:

A. Resort to Courts. To seek on my behalf and at my expense:

(1) a declaratory judgment from any court of competent jurisdiction interpreting the validity of any or all acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument;

(2) a mandatory injunction requiring compliances with my Agent's instructions by any person, organization, corporation or other entity obligated to comply with instructions given by me;

(3) actual and punitive damages against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

B. Hire and Fire. To employ, compensate and discharge such domestic, medical and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants and employees as my Agent deems appropriate.

C. Sign Documents. To execute, endorse, seal, acknowledge, deliver and file or record agreements, instruments or conveyances of real and personal property, instruments granting and perfecting security instruments and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions and certificates.

D. Borrow, Spend, Liquidate, Secure. To expend my funds, to liquidate my property or to borrow money in order to produce such funds and to secure any such borrowings with security interests in any property, real, personal, or intangible that I may now or hereafter own.

E. Supplement This Instrument. To supplement this instrument by adding or modifying the descriptions of any property, real or personal, which I may now or hereafter own, in whole or in part.

F. Power to do Miscellaneous Acts. To open, read, respond to and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds; to take, give or deny custody of all of my important documents, including but not limited to my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities and to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, any interest of mine or to any person for whom I am responsible; to house or provide for housing, support and maintenance of any animals that I may own and to contract for and pay the expenses of their proper veterinary care and treatment, and if the care and maintenance of such animals or other living creatures shall become unreasonably expensive or burdensome in my Agent's opinion, to irrevocably transfer such animals to some person or persons willing to care for and maintain them.

SECTION FIVE

THIRD PARTY RELIANCE

For the purpose of inducing all persons, organizations, corporations and entities including but not limited to any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or party to act in accordance with the instructions of my Agent given in this instrument, I hereby represent, warrant and agree that:

James M. O'Reilly, Attorney at Law
3321 North Buffalo Drive, Suite 200, Las Vegas, Nevada 89129 (702) 477-7517
1463 Highway 395 North, Suite 102, Gardnerville, Nevada 89410-8968 (775) 782-3647

Page 20

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A. Third Party Liability for Revocation and Amendments. If this instrument is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold any person, organization, corporation or entity (hereinafter referred to in the aggregate as "Person") harmless from any loss suffered, or liability incurred by such Person in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such Person of actual notice of any such revocation or amendment.

B. Agent Has Power to Act Alone. The powers conferred on my Agent by this instrument may be exercised by my Agent alone and my Agent's signature or act under the authority granted in this instrument may be accepted by Persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf. Consequently, all acts lawfully done by my Agent hereunder are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me and my heirs, assigns and personal representatives.

C. No Liability to Third Parties for Reliance on Agent. No Person who acts in reliance upon any representations my Agent may make as to: the fact that my Agent's powers are then in effect, the scope of my Agent's authority granted under this instrument, my competency at the time this instrument is executed, the fact that this instrument has not been revoked, or the fact that my Agent continues to serve as my Agent, shall incur any liability to me, my estate, my heirs or assigns for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property.

D. Authorization to Release Information to Agent. All Persons from whom my Agent may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs and assigns for complying with my Agent's requests.

E. Authorization to Release Medical Information. 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 or photocopies of any records which my Agent may request. If I am incompetent at the time my Agent shall request such information, all Persons are authorized to treat any such request for information by my Agent as the request of my legal representative and to honor such requests on that basis. I hereby waive all privileges which may be applicable to such information and records and to any communication pertaining to me and made in the course of any confidential relationship recognized by law. My Agent may also disclose such information to such Persons as my Agent shall deem appropriate.

SECTION SIX

RESTRICTIONS ON POWERS

Notwithstanding any provision herein to the contrary, my Agent shall be subject to the following restrictions:

A. Prohibition on Power Over Life Insurance. My Agent shall have no power or authority whatsoever with respect to any interest I may own in any policy of insurance on the life of my Agent.

B. Prohibition on Power Over Prior Transfers. My Agent shall have no power or authority whatsoever with respect to (1) any irrevocable trust created by my Agent as to which I am a trustee or a beneficiary or (2) any asset given to me by my Agent.

C. Prohibition on Power to Benefit Agent. My Agent shall be prohibited (except as specifically authorized in this instrument) from (1) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (2) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such assets to pass in any one calendar year directly or indirectly to my Agent or his or her estate, (3) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others (excluding those whom I am equally with my Agent legally obligated to support).

SECTION SEVEN

DURABILITY PROVISION

This power of attorney shall not be affected by subsequent disability or incapacity of the principal.

SECTION EIGHT

ADMINISTRATIVE PROVISIONS

The following provisions shall apply:

A. Reimbursement of Agent. My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument.

B. Request That No Guardian or Conservator Be Appointed. By executing this instrument upon the advice of legal counsel, I have carefully and deliberately created the means and manner by which I desire that my person and property be cared for, managed and protected in the event that I shall become unable to execute such responsibilities myself. Accordingly, it is my intention and my desire that I herewith express in the strongest possible terms, that no Guardian or Conservator be appointed to act for me so long as there is an Agent named in this instrument who is willing and able to act and serve under this instrument. I request that any court of competent jurisdiction that receives and is asked to act upon a petition for the appointment of a guardian or conservator for me give the greatest possible weight to my intention and desires as expressed herein.

C. Waiver of Certain Fiduciary Responsibilities. My Agent and my Agent's heirs, successors and assigns are hereby released and forever discharged from any and all liability upon any claim or demand of any nature whatsoever by me or my heirs and assigns arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence. My Agent shall have no responsibility to make my property productive of income, to increase the value of my estate or to diversify my investments. My Agent shall have no liability for entering into transactions authorized by this instrument in my Agent's individual capacity so long as my Agent believes in good faith that such transactions are in my best interests or the best interests of my estate and those persons interested in my estate.

D. No Duty to Monitor Health. My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental competence to determine if any actions need be taken under this instrument.

E. Severability. If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

F. Governing Law and Applicability to Foreign Jurisdictions. The validity and construction of this instrument shall be governed by the laws of the State of Nevada in all respects. Notwithstanding the foregoing, the validity and construction of this instrument in relation to any real property located in a jurisdiction outside the State of Nevada shall be determined under the laws of such jurisdiction.

G. Definitions. Whenever the word:

(1) "Agent" or any modifying or equivalent word or substituted pronoun therefor is used in this instrument, such word or words shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof.

(2) "Guardian" or "Conservator" or any modifying or equivalent word or substituted pronoun is used in this instrument, such word or words shall be held and taken to mean respectively the fiduciary (appointed by a court of competent jurisdiction or by other lawful means) responsible for the person and/or the property of an individual.

H. Revocation, Removal, Amendment and Resignation. This instrument may be amended or revoked by me, and my Agent and any alternate agent may be removed by me at any

time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent and to all alternate agents. If this instrument has been recorded in public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My Agent and any alternate agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or in the case of an alternate agent, by delivery to my Agent.

I. Counterpart Originals. This instrument has been executed in multiple counterpart originals. All such counterpart originals shall have equal force and effect.

J. Photocopies. My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original. Additionally, my Agent may send facsimile copies or otherwise transmit a copy of this instrument by wire, cable or optical fiber and such transmitted copies shall have the same force and effect as any original.

K. Termination. This power shall terminate upon a written cancellation and revocation recorded with the Recorder of Carson City, State of Nevada, and shall continue until such cancellation and revocation is recorded.

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:

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.

IN WITNESS WHEREOF, I have executed this Power of Attorney this 13 day of September, 1999.

Kathryn C. Wagner
KATHRYN C WAGNER

Witnesses:

Regina Liggett
Witness Signature

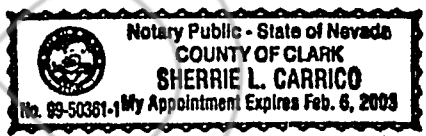
Brenda S. Olson
Witness Signature

STATE OF NEVADA)
 : SS
COUNTY OF DOUGLAS)

The undersigned, a Notary Public, within and for the State and County aforesaid, does hereby certify that the foregoing Power of Attorney was this day produced to me in said State and County by KATHRYN C. WAGNER and was in my presence executed and acknowledged by KATHRYN C. WAGNER and declared by her to be her free act and voluntary deed.

WITNESS my signature this 13th day of September, 1999.

Sherrie L. Carrico
Notary Public



The undersigned acknowledges and accepts appointment as Agent under this instrument.

Dated this 13th day of September, 1999.

Phillip R. Wagner
PHILLIP R. WAGNER

Witnesses:

Stephanie Leppert
Witness Signature

Brenda S. Olson
Witness Signature

James M. O'Reilly, Attorney at Law
3321 North Buffalo Drive, Suite 200, Las Vegas, Nevada 89129 (702) 477-7517
1463 Highway 395 North, Suite 102, Gardnerville, Nevada 89410-8968 (775) 782-3647

COPY

REQUESTED BY
James O'Reilly
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

1999 SEP 15 AM 9:46

LINDA SLATER
RECORDER

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