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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

BONNIE P. MARTIN
2642 Fuller Avenue
Minden, Nevada 89423

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DURABLE POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY, the undersigned, BONNIE P. MARTIN ("Principal"), a resident of Douglas County, Nevada, hereby constitutes and appoints her husband, EDWARD E. MARTIN as her true and lawful attorney-in-fact ("Agent") to act for her in her name as authorized in this Power of Attorney.

**ARTICLE 1
EFFECTIVE DATE**

This Power of Attorney shall become effective only in the event that the Principal becomes incapacitated or disabled so that she is not able to manage her financial affairs. The determination of whether the Principal lacks the capacity to manage her financial affairs shall be made in writing by a licensed physician. (No licensed physician who executes a medical opinion of incapacity shall be subject to liability because of such execution. The Principal hereby waives any privilege that may apply to the release of information included in such medical opinion.) In such event, this Power of Attorney shall become effective as of the date of the written statement by a physician, such as provided in Attachment 1. Third parties may rely on the authority of the Agent without further evidence of incapacity when this instrument is presented with such physician's statement attached. If this Power of Attorney becomes effective, it shall remain effective during any period when the Principal is incapacitated or disabled until her death, or until revoked by her.

**ARTICLE 2
SUCCESSOR AGENT**

2.1 Designation of Successor Agent. If for any reason EDWARD E. MARTIN is or becomes unable or unwilling to serve as the Principal's Agent under this Power of Attorney, or is unavailable to act as the Principal's Agent, or if the Principal revokes the Principal's Agent's appointment or authority to act as the Principal's Agent under this Power of Attorney, then the Principal designates KELLY A. SKINNER to serve as the Principal's Agent as authorized under this Power of Attorney. All provisions

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in this Power of Attorney applicable to the initial Agent shall likewise be applicable to each successor Agent.

2.2 Withdrawal or Resignation of the Principal's Agent. The Agent may withdraw or resign as the Agent at any time by giving written notice to the Principal. If at the time an Agent wishes to withdraw or resign, he or she is the Principal's sole Agent and the Principal is unable for any reason to appoint a successor Agent and no Agent is designated under Section 2.1, in such event, prior to his or her withdrawal or resignation, the Agent shall appoint his or her successor to serve under this Power of Attorney, and his or her withdrawal or resignation shall be effective upon his or her obtaining the written acceptance of the successor Agent. In such case, a resignation signed by the Agent and a document signed by him or her appointing or designating his or her successor shall be attached to this Power of Attorney. Third parties who deal with the successor Agent shall be entitled to rely on the original Power of Attorney instrument with any such document attached.

**ARTICLE 3
REVOCATION AND AMENDMENTS**

The Principal reserves the right to amend or revoke this Power of Attorney at any time while she is not incapacitated by giving written notice to the Agent.

**ARTICLE 4
AUTHORITY OF AGENT**

Except as expressly limited in this Power of Attorney, the Principal hereby grants to her Agent, acting directly for her or on her behalf, the full power and authority to act for her and in her name, in any lawful way that the Principal herself could act if she were personally present. The Principal's Agent shall have the power and authority to do, execute, and perform each and every act, deed, matter, or thing, that in his best judgment ought to be done, executed, or performed in conjunction with this Power of Attorney, of every kind and nature as fully and effectively as if the Principal were personally present. The enumeration of specific items, acts, rights, or powers in this Power of Attorney does not limit or restrict the powers or authority of the Agent, and is not to be construed or interpreted as limiting or restricting the general powers granted to the Agent, except where such powers are expressly restricted. In exercising the authority granted under this Power of Attorney, the powers of the Agent shall include, but shall not be limited to, the powers set forth in ARTICLE 5.

**ARTICLE 5
POWERS OF AGENT**

The Agent shall have the following powers, to be exercised in his discretion on the Principal's behalf. These powers shall not supersede or replace those powers delegated to the trustees of any living trust by the Principal.

5.1 Dealing with Real and Personal Property.

- (a) The Agent shall have the power to enter into agreements or transactions (1) to acquire or accept, by gift or purchase, any interest in real or personal property, on the Principal's behalf; (2) to sell, transfer, exchange, convey, or dispose of any interest in real or personal property, for cash or on credit, at public or private sale; (3) to lease real or personal property on the Principal's behalf, as either lessor or lessee, for any duration; and (4) to mortgage, deed in trust, pledge, or otherwise encumber property on the Principal's behalf.
- (b) The Agent shall have the power to deal with banks and other financial institutions on the Principal's behalf, including the power to establish, continue, modify, and terminate an account or other banking arrangement made with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution.
- (c) In dealing with securities owned by the Principal, the Agent shall have the authority to direct the purchase, sale, investment, reinvestment, or exchange, of all stocks, bonds, mutual funds, debentures, warrants, partnership interests, rights, and all other types of securities and financial instruments owned by the Principal. The Agent shall also have the authority to exercise all voting rights with respect to securities owned by the Principal, and to enter into voting trusts on her behalf.
- (d) The Agent shall have the power to enter into any agreement for the management, development, reorganization, improvement, exchange, partition, or abandonment of any interest in real or personal property, including businesses or entities in which the Principal owns an interest, and to change the character of ownership or manner of holding title of any interest in property owned by the Principal.
- (e) The Agent shall have the power to take such actions as may be necessary to protect or preserve any interest in real or personal property, including (1) insuring the property against a casualty, liability, or loss; (2) obtaining or regaining possession of the Principal's property, by litigation or otherwise; and (3) paying, compromising, or contesting claims, including taxes or assessments.
- (f) The Agent shall have the power to represent the Principal in dealing with all governmental agencies, and to prepare, execute, and file on her behalf with any governmental agency, any record,

report, or other document, that the Agent considers desirable to safeguard or promote the Principal's interests.

5.2 Dealing with Tax Matters.

- (a) The Agent shall have the power to act for the Principal in all tax matters for all periods before the Internal Revenue Service and any other taxing authority. Incidental to such power, the Agent shall have the power to cause the payment of taxes, assessments, and other government imposed obligations.
- (b) The Agent shall have the power (1) to cause the preparation and filing of all income and other state and federal tax returns that the Principal is or may be required to file; (2) to sign the Principal's name on tax returns; (3) to hire preparers and advisors and pay them for their services; and to do whatever is necessary to protect the Principal's assets from assessments for income taxes and other taxes for all 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; and to delegate authority or substitute another representative with respect to all of the above matters.

5.3 Estate Planning.

- (a) The Agent shall have the power to make additions and transfer assets to any and all revocable living trusts of which the Principal is or becomes a settlor.
- (b) The Agent shall have the power to make gifts, grants, or other transfers without consideration to or for the benefit of the Principal's spouse or descendants or a charitable organization, or any one or more of them, either outright or in trust, including (1) annual gifts to the full extent of the federal annual gift tax exclusion then in effect under Internal Revenue Code Section 2503(b); (2) direct payments to the provider for tuition and medical expenses under Internal Revenue Code Section 2503(e); and (3) charitable pledges. The Agent shall have the power to consent to the splitting of gifts under Internal Revenue Code Section 2513, if the Principal's spouse makes gifts to any one or more of the Principal's descendants or to a charitable institution; and pay any gift tax that may arise by reason of those gifts.

- (c) The Agent shall have the authority to exercise, in whole or in part, release, or let lapse any power the Principal may have under any trust whether or not created by her, including any power of appointment, revocation, or withdrawal, but a trust created by the Principal may only be modified or revoked by the Agent if permitted in the trust instrument.

**ARTICLE 6
LIMITATION ON AUTHORITY OF AGENT**

Notwithstanding the broad powers and authority granted to the Agent under ARTICLE 4, the following limitations shall apply. The Agent shall not take any actions under this Power of Attorney without first consulting with the Principal and obtaining her instructions and directions, provided she is physically and mentally capable of giving such instructions and directions. If she is physically and mentally capable of giving such instructions and directions, the Agent shall follow such instructions and directions, without any personal liability whatsoever. If, however, the Principal is not physically and mentally capable of giving the Agent instructions or directions, the Agent shall have the authority, in the exercise of his absolute discretion, to consult with the Principal's husband or the Principal's children regarding any actions the Agent proposed to take under this Power of Attorney. Notwithstanding the foregoing, the Agent shall have no duty or obligation to consult with the Principal's husband or any of the Principal's children regarding actions to be taken under this Power of Attorney.

**ARTICLE 7
LIMITATION ON LIABILITY OF AGENT**

Notwithstanding any other provision of this Power of Attorney, neither the initial Agent nor any alternate or successor Agent shall incur any liability to the Principal or her estate, heirs, beneficiaries, successors, or assigns for acting or refraining to act under this Power of Attorney in good faith, except where the Agent's actions constitute willful misconduct or gross negligence. Neither the Agent nor any successor Agent shall have any duty or responsibility to take any actions authorized or exercise any powers granted under this Power of Attorney without specific directions or instructions from the Principal, or to make any of the Principal's assets productive of income, to increase the value of the Principal's property and estate, to diversify the Principal's investments, or to enter into any other transactions authorized by this Power of Attorney. The Principal acknowledges that no person serving as her Agent is, by serving in such capacity, thereby assuming any duty or responsibility whatsoever for the management, administration, protection, preservation, or investment of the Principal's property.

**ARTICLE 8
RATIFICATION OF ACTIONS**

The powers conferred on the Agent by this Power of Attorney are exercisable by

the Agent alone. The signature of the Principal's Agent under the authority granted in this Power of Attorney may be accepted by any third party or organization as fully authorized by the Principal and with the same force and effect as if the Principal were personally present, competent, and acting on her own behalf. The Principal hereby ratifies and confirms all that the Agent, or his successors or substitutes, shall do or cause to be done by virtue and authority of this Power of Attorney and the rights and powers granted herein. The Principal further confirms that each and every action taken by the Agent under this Power of Attorney shall be binding upon the Principal and her estate, heirs, beneficiaries, successors, and assigns.

**ARTICLE 9
RELIANCE BY THIRD PARTIES**

In order to induce reliance by third parties on this Power of Attorney, it is agreed and understood that no person or organization who relies on the authority of the Agent under this Power of Attorney or any representation the Agent makes regarding his authority, shall incur any liability to the Principal, her estate, heirs, beneficiaries, successors, or assigns because of such reliance on this Power of Attorney or on any such representation by the Agent, including, but not limited to: (1) the fact that this Power of Attorney has not been revoked; (2) that the Principal was competent to execute this Power of Attorney; or (3) the authority of the Agent under this Power of Attorney. The Principal and her estate, heirs, beneficiaries, successors, and assigns will hold such party or parties harmless from any loss suffered or liability incurred because of such reliance. Any third party receiving a duly-executed copy or photocopy of this Power of Attorney may act in reliance on such copy or photocopy. A copy of this document has the same effect as the original. Any revocation or termination of this Power of Attorney, by operation of law or otherwise, shall not be effective as to such third party unless and until such third party receives actual notice or knowledge of the Principal's death or such revocation or termination.

**ARTICLE 10
ACCESS TO INFORMATION AND RECORDS**

Any third party from whom the Agent may request information, records, or other documents regarding the Principal's personal affairs is authorized and directed to release and deliver all such information, records, or documents to the Agent. As to the Agent, the Principal hereby waives any and all privileges that may apply to the release of such information, records, or other documents.

**ARTICLE 11
TERMINATION**

Unless earlier revoked by the Principal, this Power of Attorney shall terminate on the Principal's death, and her assets shall be distributed to the duly appointed personal representatives of her estate; or, if no estate is being administered, to the persons who lawfully take her assets without the necessity of administration, when they have supplied the Principal's Agent with satisfactory documents as provided by law.

**ARTICLE 12
DECLARATION BY PRINCIPAL**

The Principal declares that she has read this durable Power of Attorney, and understands its importance. The Principal recognizes that EDWARD E. MARTIN, as the Principal's Agent, is granted broad power to hold, administer, and control her property. The Principal also recognizes that this durable Power of Attorney will become effective upon her incapacity and will continue during such incapacity until revoked or terminated by death.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of 12/09/2002, 2002.

Bonnie P. Martin
BONNIE P. MARTIN

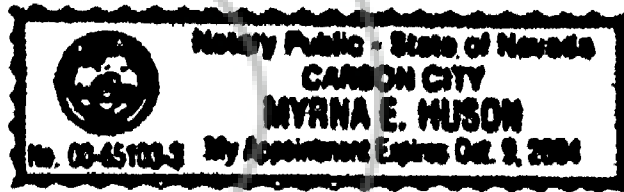
STATE OF NEVADA)

COUNTY OF DOUGLAS)

On December 9, 2002, before me, the undersigned notary public, personally appeared BONNIE P. MARTIN, personally known to me (or 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Myrna E. Huson
NOTARY PUBLIC



REQUESTED BY
Osby Davis
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

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RECORDER

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