

A.P.N. 1022-16-002-051

REQUESTED BY  
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

RECORDING REQUESTED )

BY )

Robert Kilby )

15206 Calle Verdad )

Green Valley, CA 91390 )

AND WHEN RECORDED )

MAIL TO )

Robert Kilby )

15206 Calle Verdad )

Green Valley, CA 91390 )

2004 SEP 29 PM 3:24

WERNER CHRISTEN  
RECORDER

\$27<sup>00</sup> PAID KJ DEPUTY

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for recorder's use

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UNIFORM STATUTORY FORM POWER OF ATTORNEY

(California Probate Code Section 4401)

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT (CALIFORNIA PROBATE CODE SECTIONS 4400-4465). IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

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 MANAGE, DISPOSE OF, SELL, CONVEY, AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY, AND TO USE YOUR PROPERTY AS SECURITY IF YOUR AGENT BORROWS MONEY ON YOUR BEHALF.

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 INCAPACITY.

3. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME.

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4. YOUR AGENT HAS NO DUTY TO ACT UNLESS YOU AND YOUR AGENT AGREE OTHERWISE IN WRITING.

POWER OF ATTORNEY TO BECOME EFFECTIVE IMMEDIATELY  
EFFECTIVE UPON EXECUTION BY THE PRINCIPAL

This durable power of attorney shall become effective immediately upon its execution by the undersigned principal.

I, Robert Kilby, appoint Leslie S. Kilby, also known as Scott Kilby, 15206 Calle Verdad, Green Valley, CA 91390, 661-270-0343, as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

INITIAL

- (A) Real property transactions.
- (B) Tangible personal property transactions.
- (C) Stock and bond transactions.
- (D) Commodity and option transactions.
- (E) Banking and other financial institution transactions.
- (F) Business operating transactions.
- (G) Insurance and annuity transactions.
- (H) Estate, trust, and other beneficiary transactions.
- (I) Claims and litigation.

- (J) Personal and family maintenance.
- (K) Benefits from social security, Medicare, Medicaid, or other governmental programs, or civil or military service.
- (L) Retirement plan transactions.
- (M) Tax matters.
- (N) ALL OF THE POWERS LISTED ABOVE.

YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

SPECIAL INSTRUCTIONS: ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

I grant the following special powers to my agent, which are listed herein for the purpose of expanding and clarifying the powers granted above, but shall not be construed in any way to limit the powers granted to my agent by Sections A through N, above:

1. To collect and deposit for the benefit of the principal all debts, interest, dividends, or other assets that may be due or belong to the principal and to execute and deliver receipts and other discharges therefor; to demand, arbitrate, and pursue litigation on the principal's behalf concerning all rights and benefits to which the principal may be entitled; and to compromise, settle, and discharge all such matters as the agent considers appropriate under the circumstances.

2. To pay any sums of money that may at any time be or become owing from the principal, to settle, and to adjust and compromise any claims that may be made against the principal as the agent considers appropriate under the circumstances.

3. To deposit in and draw on any checking, savings, agency, investment or other accounts that the principal may have in any banks, financial institutions, and any accounts with securities brokers or other commercial institutions, and to establish, exchange and terminate all such accounts.

4. The agent is authorized to use any credit cards in the principal's name, to make purchases, and to sign charge slips on behalf of the principal as may be required to use such credit cards, and to close the principal's charge accounts and terminate the principal's credit cards when the agent considers such acts to

be in the principal's best interest.

5. To have access to all safe deposit boxes in the principal's name or to which the principal is an authorized signatory; to contract with financial institutions for the maintenance and continuation of safe deposit boxes in the principal's name; to add to and remove the contents of all such safe deposit boxes; and to terminate contracts for all such safe deposit boxes.

6. Any agent acting under the powers granted in this power of attorney shall have the authority to deposit, withdraw, reallocate, transfer, or otherwise deal with any funds held in any annuity, individual retirement account, pension plan, sep-ira, simple ira, 401k account, 403b account or any other retirement account, investment, pension or annuity, regardless of whether such funds are held or controlled by the principal, a government entity, or any private bank, financial institution or fiduciary.

7. The agent is authorized to establish one or more Individual Retirement Accounts (IRAs) and employee benefits plans (including a plan for a self-employed individual) on the principal's behalf, to contribute to any IRA or plan held in the principal's name, to roll over or direct transfers of plan benefits into other retirement plans or IRA accounts at the same company or at another company, to manage the accounts, to withdraw from any account without limitation, to select or change payment options and to apply for and make any elections under any IRA or employee benefit plan in which the principal is a participant, including elections required for payment of any and all types of employee benefits to which the principal may be entitled, to take possession of all such benefits, and to distribute such benefits to or for the principal's benefit. The agent shall have the power to designate and change beneficiaries.

The agent, however, may not designate himself or herself as a beneficiary on any employee benefit plan on which he or she was were not previously designated as beneficiary by the principal. Where the agent does designate himself or herself as a beneficiary they shall take no greater proportion of the benefits relative to the other beneficiaries than he or she would have taken under the previous designation by the principal unless the other beneficiary(ies) execute a written waiver of their interest, with the waiver detailing their interest(s) in the IRA and expressly waiving that interest.

The agent, in exercising the power to designate and change beneficiaries, may designate as beneficiaries only a member or members of a class of persons consisting of the principal's spouse,

children and grandchildren, or any trust executed by the principal.

If an account or a plan is rolled over or transferred to a new company, the principal requests that the new company also honor this power.

8. To prepare and file all income and other federal and state tax returns which I am required to file; to sign my name; hire preparers and advisors and pay for their services; and to do whatever is necessary to protect my assets from assessments for income taxes and other taxes for any year necessary to carry out my agent's duties hereunder. My 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 or any successor statute; to delegate authority or substitute another representative with respect to all above matters; and to execute on my behalf IRS Form 2848 (or any successor form), together with any similar State form.

9. The agent is authorized to do all things and enter into all transactions necessary to provide for the principal's personal care, to maintain the principal's customary standard of living, to provide suitable living quarters for the principal, and to hire, compensate, and discharge household, nursing, and other employees as the agent considers advisable for the principal's well-being. The above shall specifically include but not be limited to the authority to procure and pay for clothing, transportation, recreation, travel, medicine, medical care, food, and other needs; and to make arrangements and enter into contracts on behalf of the principal with hospitals, hospices, nursing homes, convalescent homes, and similar organizations.

The agent is authorized to employ and discharge physicians, dentists, nurses, therapists, and other professionals as the agent may deem necessary for the principal's physical, mental, and emotional well-being, and to pay them, or any of them, reasonable compensation. The agent may also employ and discharge barbers, beauticians, housekeepers, secretaries, and others who are not health care professionals, and to pay them reasonable compensation.

The agent is authorized to arrange for the care, veterinary treatment as needed, and disposition of the principal's pets. I authorize payment from my funds for pet care provided by friends,

relatives, care providers, and/or professional pet care services.

The agent is authorized to make arrangements for the principal's spiritual and religious needs.

The agent is authorized to make advance funeral and burial arrangements in accordance with the principal's wishes, as known to the agent.

The agent is authorized to purchase, maintain, and repair the principal's clothing, household furniture, furnishings, and other tangible personal effects. This includes the authority to dispose of worthless items that cannot be properly cleaned or repaired and to store items no longer needed or used by the principal while in a hospital, nursing home, or other residential facility.

The agent is authorized to receive, read and respond to the principal's mail, and to direct the principal's mail to another address.

10. To manage, control, lease, sublease, and otherwise act concerning any real property that the principal may own, collect and receive rents or income therefrom, pay taxes, charges and assessments on the same, repair, maintain, protect, preserve, alter, and improve the same and do all things necessary or expedient to be done in the agent's judgment in connection with the property.

11. To purchase real property on the principal's behalf; to mortgage, pledge, or otherwise encumber such newly acquired property; to commit the resources of the principal with respect to the purchase of such property; to do all acts and execute all documents necessary for the purchase of such property; and to otherwise generally deal in all respects and have all powers described in this power of attorney with respect to such property.

12. To purchase, sell, invest, reinvest and generally deal with all stocks, bonds, debentures, warrants, partnership interests, rights, and securities owned by the principal.

13. To invest and reinvest the principal's funds in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not limited to, corporate obligations of every kind, preferred or common stocks, shares of investment trusts, investment companies, and mutual funds, and mortgage participations that, under the circumstances then prevailing (specifically including but not limited to the general economic conditions and the principal's anticipated needs), persons



of skill, prudence, and diligence acting in a similar capacity and familiar with those matters would use in the conduct of an enterprise of a similar character and with similar aims, to attain the principal's goals; and to consider individual investments as part of an overall plan.

14. To grant, sell, transfer, convey, mortgage, deed in trust, pledge, and otherwise encumber and deal in all property, real and personal, that the principal may own, including but not limited to any real property described on any exhibit attached to this instrument and including property acquired after execution of this instrument; to attach exhibits to this instrument that provide legal descriptions of any such property; and to execute such instruments as the agent deems proper in conjunction with all matters covered in this paragraph 14.

This paragraph specifically includes the authority to sell or transfer my property located at 3752 Andesite Road, Wellington, NV, 89444.

15. The agent is authorized to exercise any and all qualified and nonqualified stock options issued to the principal, specifically including but not limited to incentive stock options, and to purchase the shares on exercise of any such options with any form of payment acceptable to the issuer.

16. The agent may purchase and maintain insurance on the principal's life and property or the life and property of any third person when the principal has an insurable interest, may pay all insurance premiums from the principal's assets, and may borrow money on the principal's behalf in order to pay for insurance. The agent may pursue insurance claims on the principal's behalf, and may decrease coverage under any insurance policy, or cancel any policy and receive on the principal's behalf any cash proceeds on termination. The agent may also borrow against policies on the principal's life and repay loans against such policies as the agent considers in the principal's best interest.

17. The agent is authorized to apply for and make any elections required for payment of insurance benefits to which the principal may be entitled, to take possession of all such benefits, and to distribute such benefits to or for the principal's benefit.

18. The agent is authorized to employ and discharge any accountants, attorneys, investment counsel, real estate brokers, property managers, bookkeepers, consultants, custodians, auditors, appraisers, or any other professionals that the agent deems reasonably necessary for the proper management and protection of

the principal's affairs, for the maintenance of proper accounts and records, and for advice in carrying out the agent's duties and responsibilities under this instrument. Without limiting the foregoing, the agent is authorized to employ investment managers, investment agents, or other investment specialists as the agent deems necessary or desirable. Specifically, the agent is authorized to appoint an investment manager to manage all or any part of the principal's assets and to delegate to such manager investment discretion that is not inconsistent with the agent's duties under this instrument or applicable law. Such appointment may include the power to acquire and dispose of assets without first obtaining the agent's consent. The agent may pay reasonable compensation to any such professionals hired by the agent from the principal's assets. Any compensation paid to such professionals may be taken into consideration in determining the reasonableness of any compensation taken or requested by the agent. The foregoing provisions are not intended to relieve the agent of the duty to exercise reasonable care and prudence in selecting, employing, and supervising any such professionals.

19. The agent is specifically prohibited from making gifts of my property to anyone.

20. The agent is authorized to purchase any of the principal's assets at fair market value and to engage in any transactions the agent considers in the principal's best interest, regardless of any concurrent interest or benefit to the agent personally. This clause does not limit the agent's power, as described in Paragraph 19, to make gifts of \$11,000 or less to themself when such gifts are simultaneously given to all other children or issue of the principal.

21. To execute a living trust consistent with the terms of my Will, or, if I have no Will, with the laws of intestacy of the State of California, and to transfer assets to any and all revocable living trusts of which the principal is or becomes a settlor.

22. To apply for and make any elections required for payment of governmental, insurance, retirement or other benefits to which I may be entitled, to take possession of all such benefits and to distribute such benefits to or for my benefit.

23. To represent the principal's interests and to serve as the principal's advocate with regard to medical services provided by my health maintenance organization (HMO) or other health care provider. The agent shall have immediate access to the principal's medical records and full authority to pursue administrative, court



and other remedies when, in the discretion of the agent, the health care provider is providing inadequate and/or inappropriate medical services under its contract to the principal. The agent is authorized to pursue arbitration, mediation, administrative proceedings and/or other court remedies to enforce the principal's rights. The agent has full authority to employ attorneys, medical specialists or other professionals whose help may be necessary in carrying out this power.

24. Another primary purpose of this document is to express my desire to remain at home until I die, if it is not a burden to my agent or my other loved ones. Although I do not want to go to a nursing home or similar facility, I also do not want to be a burden to my agent or other loved ones. My intent in executing this document is to give my agent maximum flexibility in insuring that I am well cared for. Therefore, I request that my agent do whatever is best to provide for my care. If my agent feels that it is best for my care that I enter a nursing home, then I do not intend for my agent to feel that my agent is prohibited from doing so.

25. To renounce any fiduciary position to which I have been or may be appointed or elected; to resign from any such position 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.

26. Generally to do, execute, and perform any other act, deed, matter, or thing, that in the opinion of the agent ought to be done, executed, or performed in conjunction with this power of attorney, of every kind and nature, as fully and effectively as the principal could do if personally present, including bringing suit against any bank or other entity that fails or refuses to honor this power of attorney. The enumeration of specific items, acts, rights, or powers does not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers granted to the agent except where powers are expressly restricted.

27. The agent is authorized, but not required, to demand an accounting from any trustee or fiduciary from whom the principal could themselves demand an accounting.

28. If due to my incapacity my attorney-in-fact assumes full management of my financial affairs, the agent shall be entitled to fair and reasonable compensation for services rendered as agent under this instrument. In determining what constitutes "fair and

reasonable" compensation, the following factors may be considered: (1) the time spent by the agent in administering the principal's affairs, (2) the principal's net worth, (3) the nature of the assets subject to the agent's control, and (4) the fees charged by professional fiduciaries acting in the same or similar capacities under similar circumstances. In addition to compensation for services, the agent shall be entitled to reimbursement for all out-of-pocket expenses incurred in administering the principal's affairs, including, without limitation, reasonable travel expenses, including land and air transportation, lodging, and meals, but not to exceed that which would be paid to a local financial institution administering an estate of similar size and nature to mine.

29. The agent shall be entitled to reimbursement from my property for expenditures properly made in the execution of any of the powers conferred on my agent in this power of attorney.

30. The agent is shall have the right to commence enforcement proceedings, at the principal's expense, against any third party who fails to honor this durable power of attorney.

31. The agent shall have the right to seek appropriate court orders, at the principal's expense, mandating acts that the agent deems appropriate if a third party refuses to comply with actions taken by the agent that are authorized by this instrument or enjoining acts by third parties that the agent has not authorized. In addition, the agent may sue a third party who fails to comply with actions the principal has authorized the agent to take and may demand damages, including punitive damages, on the principal's behalf for such noncompliance.

32. The agent's signature under the authority granted in this power of attorney may be accepted by any third party or organization with the same force and effect as if the principal were personally present and acting on the principal's own behalf. No person or organization that relies on the agent's authority under this instrument shall incur any liability to the principal, the principal's estate, heirs, successors, or assigns, because of reliance on this instrument.

33. Any third party from whom the agent under this power of attorney may request information, records, or other documents regarding the principal's personal affairs may release and deliver all such information, records, or documents to the agent without liability to the principal, the principal's estate, heirs, successors, or assigns for release or delivery of such information, records, or other documents to the agent. The principal hereby waives any privilege which may apply to release of such

information, records, or other documents, but only to the extent necessary to authorize such release.

34. This power of attorney shall apply to all presently owned and future acquired assets of the principal, and shall include the power to acquire any assets as described herein on the principal's behalf.

35. The principal's estate, heirs, successors, and assigns shall be bound by the agent's acts under this power of attorney.

36. This power of attorney shall commence and take effect on the date it is executed by the principal.

37. The principal hereby ratifies and confirms all that the agent shall do, or cause to be done by virtue of this power of attorney.

38. If Leslie S. Kilby is unable or unwilling to act as attorney-in-fact under this durable power of attorney, the principal appoints Kathleen Cunningham, 20065 Avenue of the Oaks, Newhall, CA 91321, 661-250-9610, 661-821-0021, as attorney in fact.

39. If a conservatorship of the principal's estate is deemed necessary, the principal hereby nominates Leslie S. Kilby as conservator of the principal's estate. On the appointment of a conservator of the principal's estate, this power of attorney shall terminate and the agent shall deliver the assets of the principal under the agent's control as directed by the conservator of the principal's estate. If Leslie S. Kilby is unable or unwilling to serve as conservator, the principal nominates Kathleen Cunningham as conservator of the estate. All nominated conservators are to serve without bond.

40. The agent is authorized to make photocopies of this instrument and any attached documents as often and in such quantity as the agent deems appropriate. Each photocopy shall have the same force and effect as the original.

41. Notwithstanding any other possible language to the contrary in this document, the agent is specifically NOT granted the following powers:

(a) To use the principal's assets for the agent's own legal obligations, including but not limited to support of the agent's dependents;

(b) To exercise any trustee powers under an irrevocable

trust of which the agent is a settlor and the principal is a trustee; and

(c) To exercise incidents of ownership over any life insurance policies that the principal owns on the agent's life.

42. This power of attorney shall not be affected by the subsequent incapacity of the principal. The principal declares that he understands the importance of this durable power of attorney, recognizes that he is granting the agent broad power to hold, administer, and control the principal's assets, and recognizes that this durable power of attorney will become effective immediately on execution and will continue indefinitely until specifically revoked or terminated by death, even if the principal later becomes incapacitated.

43. This instrument shall constitute a limited waiver of the attorney-client privilege that I have established with any attorney with whom I have established a confidential relationship. The privilege is waived for the limited purpose of permitting my attorney to assist my agent in performing his or her duties.

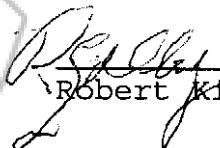
This power of attorney will continue to be effective even though I become incapacitated.

The agents are to act sequentially.

This document revokes any prior power of attorney executed by the principal.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

IN WITNESS WHEREOF, the principal has signed this UNIFORM STATUTORY FORM POWER OF ATTORNEY on September 9, 2004.

  
\_\_\_\_\_  
Robert Kilby

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT

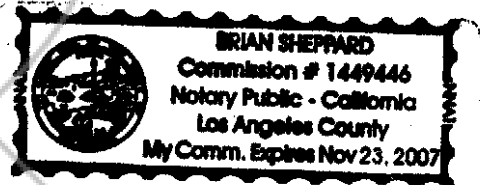
ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.  
CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

WARNING TO AGENT: YOU HAVE NO DUTY TO UNDERTAKE ACTIONS UNDER THIS POWER OF ATTORNEY BUT IF YOU DO UNDERTAKE AN ACTION, YOU HAVE THE DUTIES AND OBLIGATIONS OF A FIDUCIARY AS TO THAT ACTION. YOU ARE ADVISED TO SEEK THE COUNSEL OF A CALIFORNIA ATTORNEY.

State of California            )  
  ) : ss.  
County of Los Angeles        )

On 9.9.04, before me, Brian Sheppard, a notary public, personally appeared Robert Kilby, ~~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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature           *B Shepp*          

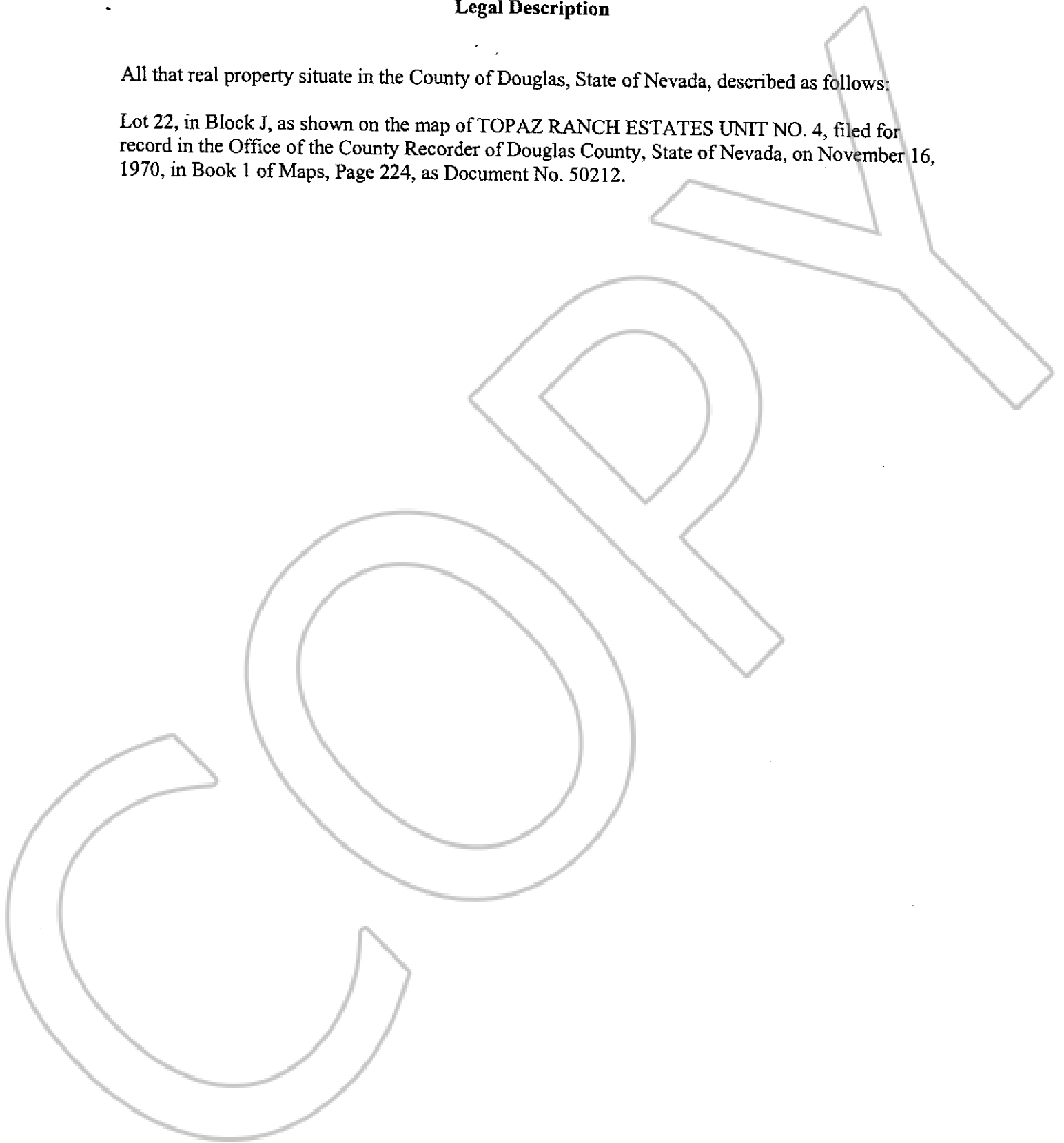
(Seal)



**Legal Description**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

Lot 22, in Block J, as shown on the map of TOPAZ RANCH ESTATES UNIT NO. 4, filed for record in the Office of the County Recorder of Douglas County, State of Nevada, on November 16, 1970, in Book 1 of Maps, Page 224, as Document No. 50212.



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