

POWER OF ATTORNEY

UNITED STATES OF AMERICA

BY: GENEVIEVE MAE EWEN

STATE OF UTAH

TO ERNEST AND DARLENE HEMPLE

COUNTY OF UTAH

BE IT KNOWN that on 16 April 1998, before me, Audra S Plucker a Notary Public duly commissioned and qualified in and for aforesaid county and state, and in the presence of the undersigned witnesses, personally came and appeared:

Genevieve Mae Ewen, whose Social Security Number is 303-24-6956, a widow, domiciled in Utah County, Utah and having as her present mailing address, 325 West Center, Room 315, Orem, Utah 84057, hereinafter referred to as "PRINCIPAL";

who declared that she hereby designates:

Ernest and Darlene Hemple, a married couple, domiciled in Utah County, Utah and having as their present mailing address 1799 North 80 East, Orem, Utah 84058 hereinafter referred to as "AGENTS";

to be PRINCIPAL's agent and attorney-in-fact, granting to the said AGENTS full authority to act for PRINCIPAL in the conduct of all of PRINCIPAL's affairs, the mandate granted herein to include, but

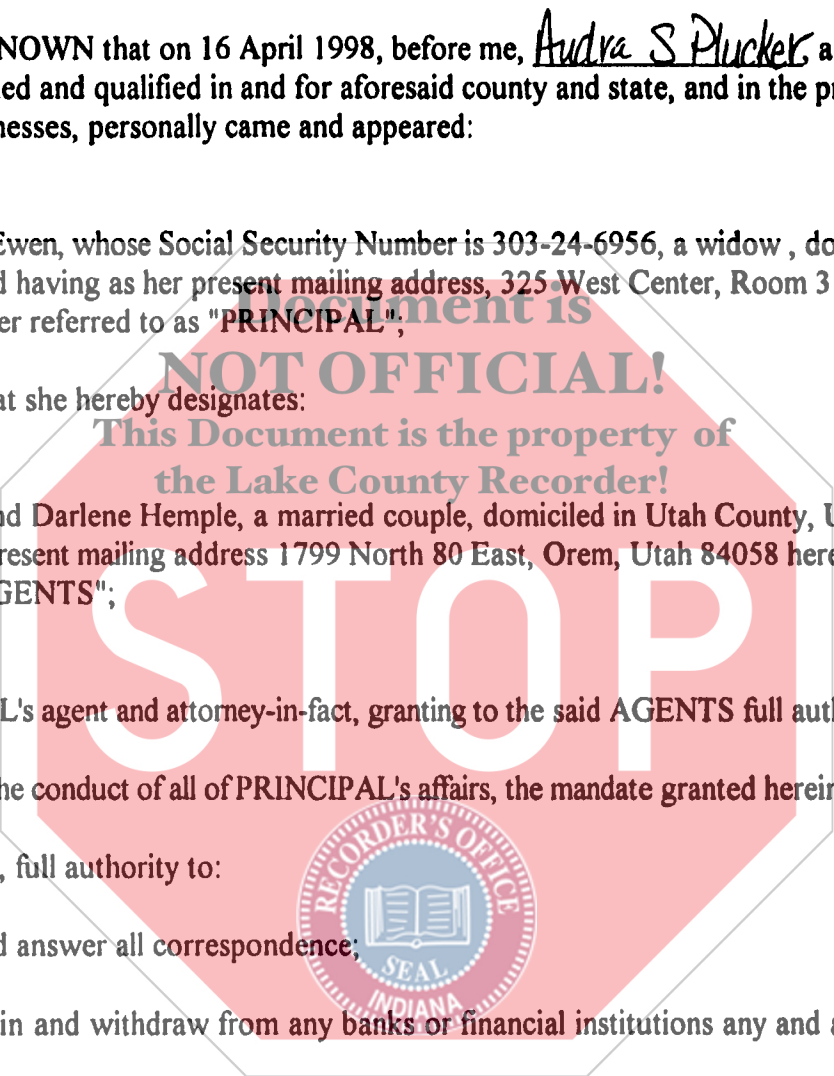
not be limited to, full authority to:

- (1) Open and answer all correspondence;
- (2) Deposit in and withdraw from any banks or financial institutions any and all funds, notes, certificates and financial instruments for account of PRINCIPAL;
- (3) Make and endorse promissory notes and other evidence of indebtedness in PRINCIPAL's name, and to draw, endorse and accept checks and bills of exchange;
- (4) Borrow money on the notes or other obligations of PRINCIPAL, such to be executed on PRINCIPAL's behalf by AGENTS;
- (5) Buy, accept, or receive by gift, any type of property or rights of PRINCIPAL;

Ret to: Ernest Hemple  
1799 North 80 East  
Orem, Utah 84058

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TICOR TITLE INSURANCE  
Crown Point, Indiana



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(6) Sell, quitclaim, gift, partition, exchange, compromise, mortgage, assign, lease and/or pledge any or all property, interests or rights of any kind owned or to be acquired by PRINCIPAL, including rights in corporeal and incorporeal property, movables and immovables (specifically including all real estate interests owned by PRINCIPAL, wherever located), and to receive and receipt for any sums or rights received thereby;

(7) Execute, in connection with the sale, quitclaim, gift, partition, exchange, compromise, mortgage, assignment, lease and/or pledge of property on behalf of PRINCIPAL, any documents or agreements necessary to accomplish the foregoing, containing such terms as AGENTS in AGENTS' sole discretion deems advisable, including security clauses and confession of judgment;

(8) Grant oil, gas and mineral leases on any property in which PRINCIPAL has an interest and execute all agreements in which PRINCIPAL may be interested by virtue of such ownership, including division orders, pooling agreements, unitization agreements, servitude agreements and compromises;

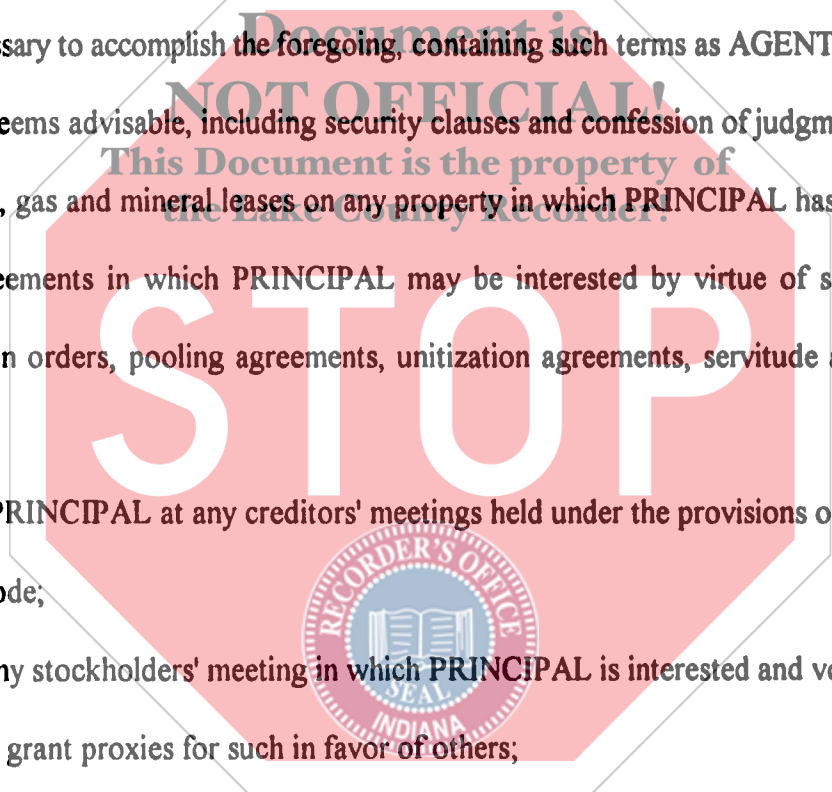
(9) Act for PRINCIPAL at any creditors' meetings held under the provisions of Title 11 of the United States Code;

(10) Attend any stockholders' meeting in which PRINCIPAL is interested and vote any stock of PRINCIPAL, or grant proxies for such in favor of others;

(11) Sue in PRINCIPAL's name and on PRINCIPAL's behalf as well as be sued on behalf of PRINCIPAL, including the right to appear before all courts of law on PRINCIPAL's behalf for all purposes, and further to compromise or refer to arbitration any claims (whether asserted judicially or not) for or against PRINCIPAL, and to make transaction in matters of litigation;

(12) Extend or waive prescription on any obligations due to PRINCIPAL;

(13) Represent PRINCIPAL judicially or otherwise, whether as heir, legatee, creditor, executor,



administrator or otherwise, in all estates in which PRINCIPAL may be or become interested, including any acceptance or renunciation thereof; to apply for the administration thereof and demand, obtain and execute all orders and decrees as AGENTS may deem proper therein; to settle, compromise and liquidate PRINCIPAL's interest therein; and to receive and receipt for all property to which PRINCIPAL may be entitled in such estates;

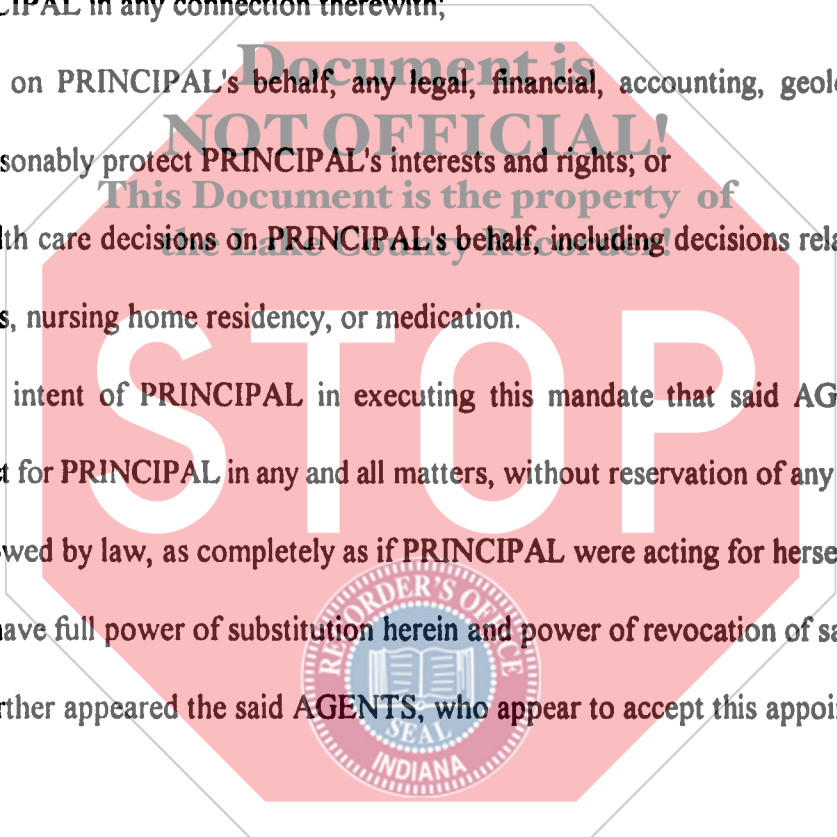
(14) Sign and file any and all Federal, State and local tax returns on PRINCIPAL's behalf and represent PRINCIPAL in any connection therewith;

(15) Employ, on PRINCIPAL's behalf, any legal, financial, accounting, geological or other assistance to reasonably protect PRINCIPAL's interests and rights; or

(16) Make health care decisions on PRINCIPAL's behalf, including decisions related to surgery, medical expenses, nursing home residency, or medication.

It is the intent of PRINCIPAL in executing this mandate that said AGENTS shall be empowered to act for PRINCIPAL in any and all matters, without reservation of any kind and to the fullest extent allowed by law, as completely as if PRINCIPAL were acting for herself; and that said AGENTS shall have full power of substitution herein and power of revocation of said substitution.

There further appeared the said AGENTS, who appear to accept this appointment.



THUS SIGNED ON the date indicated above in Utah County, State of Utah, in the presence of the undersigned Notary Public, qualified in said State and County, and the undersigned competent witnesses, who have signed with the parties after due reading of the whole.

WITNESSES:

Amy G. Anderson

Genevieve Mae Ewen  
GENEVIEVE MAE EWEN

Diana Bloggi

Ernest Hempfle  
ERNEST HEMPLE

Darlene Hempfle  
DARLENE HEMPLE  
This Document is the property of  
the Lake County Recorder!

Audra S. Plucker  
NOTARY PUBLIC

