

RECORDING REQUESTED BY:

WILLIAM M. GANONG
ATTORNEY AT LAW
635 MAIN STREET
KLAMATH FALLS, OR 97601

AND WHEN RECORDED MAIL TO:

WILLIAM M. GANONG
ATTORNEY AT LAW
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KLAMATH FALLS, OR 97601

LEONORE McAULIFFE, principal, to GENEVA DRINKWATER and JOHN P. "JACK" McAULIFFE, co-agents:

SPRINGING DURABLE POWER OF ATTORNEY**WARNING TO PERSON EXECUTING THIS DOCUMENT:**

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY THAT BECOMES EFFECTIVE ON YOUR INCAPACITY AS HEREAFTER SET FORTH. 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.

**POWER OF ATTORNEY TO BECOME EFFECTIVE
ONLY ON INCAPACITY OF PRINCIPAL**

This durable power of attorney shall become effective only on the incapacity of the undersigned principal. The undersigned shall conclusively be deemed incapacitated for purposes of this instrument when the co-agents receive a written and signed opinion from a licensed physician that the principal is physically or mentally incapable of managing the principal's finances. Such written opinion when received shall be attached to this instrument. Third parties may rely on the co-agents' authority without further evidence of incapacity when this instrument is presented with such physician's statement attached. 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 release of information included in such medical opinion.

While the principal is not incapacitated, this durable power of attorney may be modified by the principal at any time by written notice given by the principal to the co-agents and may be terminated at any time by either the principal or the co-agents by written notice given by the terminating party to the other party.

This power of attorney shall continue after the principal's incapacity in accordance with its terms.

On the death of the principal, this power shall terminate and the assets of the principal shall be distributed to the duly appointed personal representative of the principal's estate; or, if no estate is being administered, to the persons who lawfully take the assets without the necessity of administration when they have supplied the co-agents with satisfactory documents as provided by law.

TO WHOM IT MAY CONCERN:

LEONORE McAULIFFE (the principal) presently a resident of Cottonwood, California, hereby appoints GENEVA DRINKWATER and JOHN P. "JACK" McAULIFFE (the co-agents) as the principal's true and lawful attorneys-in-fact for the principal and in the principal's name, place, and stead on the principal's incapacity. If either GENEVA DRINKWATER or JOHN P. "JACK" McAULIFFE is unable or unwilling to so act, then LEONORE McAULIFFE (the principal) hereby appoints the surviving or remaining co-agent and AMBROSE W. McAULIFFE as the principal's true and lawful attorneys-in-fact for the principal and in the principal's name, place and stead on the principal's incapacity. If AMBROSE W. McAULIFFE is unable or unwilling to so act, then LEONORE McAULIFFE (the principal) hereby appoints the surviving or remaining co-agent and JOSEPH C. McAULIFFE as the principal's true and lawful attorneys-in-fact for the principal and in the principal's name, place and stead on the principal's incapacity. If JOSEPH C. McAULIFFE is unable or unwilling to so act, then LEONORE McAULIFFE (the principal) hereby appoints the surviving or remaining co-agent and MARY LEE DICKENS as the principal's true and lawful attorneys-in-fact for the principal and in the principal's name, place and stead on the principal's incapacity.

1. 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 co-agent's judgment in connection with the property.

2. To manage and control all partnership interests owned by the principal and to make all decisions the principal could make as a general partner, limited partner, or both, and to execute all documents required of the principal as such partner, all to the extent that the co-agent's designation for such purposes is allowed by law and is not in contravention of any partnership or other agreement.

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

4. 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 co-agents consider appropriate under the circumstances.

5. To pay any sums of money that may at any time be or become owing from the principal, to sell, and to adjust and compromise any claims which may be made against the principal as the co-agents consider appropriate under the circumstances.

6. To grant, sell, transfer, mortgage, deed in trust, pledge, and otherwise 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 including property acquired after execution of this instrument; to attach exhibits to this instrument that provide legal descriptions of all such property; and to execute such instruments as the co-agents deem proper in conjunction with all matters covered in this paragraph 6.

7. To prepare and file all income and other federal and state tax returns which the principal is required to file; to sign the principal's name; hire preparers and advisors and pay for their services; and to do whatever is necessary to protect the principal's assets from assessments for income taxes and other taxes for the years 1984 to 2001. The co-agents are 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; and to delegate authority or substitute another representative with respect to all above matters.

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

9. 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.

10. 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.

11. To make additions and transfer assets to any and all living revocable trusts of which the principal is a settlor.

12. To make direct payments to the provider for tuition and medical care for the principal's issue under Internal Revenue Code section 2503(e) or any successor statute, which excludes such payments from gift tax liability.

13. 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 under circumstances where the co-agents consider such acts to be in the principal's best interest.

14. Generally to do, execute, and perform any other act, deed, matter, or thing, that in the opinion of the co-agents 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. 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 co-agents except where powers are expressly restricted.

15. The co-agents are authorized and directed to commence enforcement proceedings, at the principal's expense, against any third party who fails to honor this durable power of attorney.

16. Notwithstanding any other possible language to the contrary in this document, the co-agents are specifically NOT granted the following powers:

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

(b) To exercise any trustee powers under an irrevocable trust of which the co-agents are 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 co-agents' life.

17. Any third party from whom the co-agents 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 co-agents. The principal hereby waives any privilege that may apply to release of such information, records, or other documents.

18. The co-agents' 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 who relies on the co-agents' 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.

19. The principal's estate, heirs, successors and assigns shall be bound by the co-agents' acts under this power of attorney.

20. This power of attorney shall commence and take effect on the principal's subsequent disability or incapacity as set forth above.

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

22. If a conservatorship of the principal's estate is deemed necessary, the principal hereby nominates GENEVA DRINKWATER as conservator of the principal's estate. If GENEVA DRINKWATER fails to qualify or ceases to act as conservator, the principal nominates JOHN P. "JACK" McAULIFFE as conservator of the principal's estate. If JOHN P. "JACK" McAULIFFE fails to qualify or ceases to act as conservator, the principal nominates AMBROSE W. McAULIFFE as conservator of the principal's estate. If AMBROSE W. McAULIFFE fails to qualify or ceases to act as conservator, the principal nominates JOSEPH C. McAULIFFE as conservator of the principal's estate. If JOSEPH C. McAULIFFE fails to qualify or ceases to act as conservator, the principal nominates MARY LEE DICKENS 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 co-agents shall deliver the assets of the principal under the co-agents' control as directed by the conservator of the principal's estate.

IN WITNESS WHEREOF, the principal has signed this springing durable power of attorney on August 31, 1993.


LEONORE McAULIFFE
Principal

STATE OF CALIFORNIA)
)ss.
COUNTY OF SHASTA)

On August 31, 1993, before me, TERRI LANCE, a notary public, personally appeared LEONORE McAULIFFE, 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.



Terri Lance
Notary Public for the State of
California

DEA # _____

DOCTORS CLING
 ROBERT J. NAYMIK, M.D.
 JAMES T. BERRYMAN, JR., M.D.
 STEPHEN D. BRUMMER, M.D.
 JOHN W. JACKSON, M.D.
 DAVID A. DONNELLY, M.D.
 GEORGE W. BAILEY, M.D.
 PHYSICIANS AND SURGEONS
 1858 EAST MCANDREWS
 MEDFORD, OR 97504
 779-2840

NAME Leone McAniff
 ADDRESS _____ DATE 5/5/96

R

Leone McAniff is NOT
 capable of managing her own
 financial affairs

☐ IF DROWSY, DO NOT DRIVE OR OPER. MACHINERY

☐ LABEL

REFILL _____ TIMES PRN NR

Ref. Naymik M.D.
 TO INSURE BRAND NAME DISPENSING, PRESCRIBER MUST WRITE "NO SUBSTITUTION"
 ON THE PRESCRIPTION
 03/24/95 PHYSICIAN 01-K11526309

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of William M Ganong the 4th day
 of April A.D., 19 96 at 10:04 o'clock A M., and duly recorded in Vol. M96
 of Power Of Attorney on Page 9455
 Bernetha G. Letsch, County Clerk

FEE \$35.00

By [Signature]