

UTC39134CW

Durable Power of Attorney/Asset Management For Roberta S. McGee

Enclosed please find one executed and unrecorded original Durable Power of Attorney/Asset Management from Roberta S. McGee to, in order of preference, David R. McGee or Dennis E. McGee.

This executed document should be put in a safe deposit box or other safe place until it is needed. When that occasion arises, the named Attorney in Fact should first obtain separate written and signed opinions from two licensed independent physicians that you are either physically or mentally incapable of making the decisions which are the subject matters of the powers granted by the document; these two opinions should be attached to the Durable Power of Attorney. When this has been accomplished, it should be taken to the Recorder's Office of the county in which the Power of Attorney is to be exercised, and be recorded. At that time, the acting Attorney in Fact should request as many certified copies from the County Recorder as the acting Attorney in Fact may need. These certified copies will be acceptable to various institutions and banks, etc., just like an original. When the recorded original is returned, it should be replaced in a safe deposit box or other safe place. If more are needed at a later date, take the recorded original again to the appropriate County Recorder's Office and request additional certified copies. The acting Attorney in Fact should keep the recorded original and only give out certified copies when required.

A Power of Attorney creates an agency. The one granting the Power of Attorney is the principal. The Attorney in Fact is the agent of the principal. Oregon law is that an agent is not personally liable for the debts of the deceased principal; unless the creditor relies on the personal credit of the agent. To perhaps minimize the risk of the Attorney in Fact becoming personally liable for Roberta's debts, we suggest all forms be signed in the following manner: write out Roberta's name and then follow that with a "by" and the signature of the acting Attorney in Fact with that followed by the wording of "Her Attorney in Fact". The following is an example:

(Sign Roberta's Name)

ROBERTA S. MCGEE

By: (Sign Attorney in Fact's Name)

Her Attorney in Fact

These comments should not be taken as assurance that following the advice contained in this letter will avoid the legal obligations of a child to maintain a parent who is poor and unable to work or to contribute toward a parent's support.

Since you reside in Klamath County, Oregon, the first place of recordation would be with the County Recorder at the Klamath County Courthouse at Klamath Falls, Oregon. The same would be true of any county in which you may have some property interest.

After recording return to:

David McGee
21111 Hwy 140E
Dairy, OR 97625

SEP -3 AM 1992

DURABLE POWER OF ATTORNEY/ASSET MANAGEMENT

KNOW ALL MEN BY THESE PRESENTS, That I, ROBERTA S. McGEE, do by these presents appoint the Attorney In Fact designated in the order of preference specified in this instrument; provided, however, in the event any Attorney In Fact designated in this instrument should be unable, or decline, to act as Attorney In Fact, or should assume the duties of Attorney In Fact and should afterwards resign, die, or become incapacitated, then the one next in the order designated and specified in this instrument shall act as my Attorney In Fact:

A. First Order of Preference: DAVID R. McGEE.

B. Second Order of Preference: DENNIS E. McGEE.

This Power of Attorney shall become effective only upon my incapacity. I shall conclusively be deemed incapacitated for the purposes of this Power of Attorney when my Attorney In Fact receives a separate written and signed opinion from two licensed independent physicians that I am either physically or mentally incapable of making the decisions which are the subject matters of the powers granted by this Power of Attorney. Such written opinions, when received, shall be attached to this Power of Attorney. Third parties may rely on my Attorney In Fact's authority without further evidence of incapacity when this Power of Attorney is presented with such physicians' opinions attached. No licensed physician who executes an opinion of incapacity shall be subject to liability because of such execution. I hereby waive any privilege that may apply to release of information included in such medical opinion. While I am not incapacitated, this Power of Attorney may be modified by me at any time by written notice given by me to my Attorney In Fact and may be terminated at any time by either me or my Attorney In Fact by written notice given by the terminating party to the other party. This Power of Attorney shall continue after my incapacity in accordance with its terms. Upon my death, this Power of Attorney shall terminate.

The Attorney In Fact designated in this Power of Attorney is empowered to do those acts specified in it, together with full power to perform every act and thing which my Attorney In Fact may think necessary to be done in and about the premises; as fully to all intents and purposes as I might or could do if personally present. I hereby ratify and confirm all which my Attorney In Fact shall lawfully do or cause to be done by reason of this Power of Attorney.

The powers granted by this Power of Attorney are:

1. Exercise this Power of Attorney in favor of and for the benefit of my Attorney In Fact.

2. Collect, hold, retain, acquire, or dispose of any Asset (including any Asset in which the Attorney In Fact is personally interested) until, in the judgment of my Attorney In Fact, disposition of any Asset should be made. My Attorney In Fact need not sell any Asset merely for the sake of diversification nor for the sake of obtaining cash funds to invest in other assets which might produce more income.

3. Receive additions to any Asset.
4. Continue or participate in the operation of any business or other enterprise.
5. Acquire an undivided interest in any Asset in which my Attorney In Fact may hold an undivided interest.
6. Invest and reinvest any Asset as my Attorney In Fact shall determine from time to time to be reasonable and prudent.
7. Sell any Asset for cash or on credit; at public or private sale.
8. Deposit any Asset in a bank including a bank operated by the Attorney In Fact.
9. Manage, develop, improve, exchange, partition, change the character of, or abandon, any Asset in connection with the exercise of any power vested in the Attorney In Fact.
10. Make ordinary or extraordinary repairs or alterations in buildings or other structure, to demolish any improvements, to raze existing or erect new party walls or buildings.
11. Subdivide, develop, or dedicate land to public use; to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or to partition by giving or receiving considerations, and to dedicate easements to public use without consideration.
12. Enter for any purpose into a lease as lessor or lessee with or without option to purchase or renew for a term within or extending beyond the term of this Power of Attorney.
13. Enter into a lease or arrangement for exploration and removal of minerals or other natural resources or enter into a pooling or unitization agreement.
14. Grant an option involving disposition of any Asset and to take an option for the acquisition of any Asset.
15. Purchase and sell Securities; open and maintain an account with any brokerage firm or company, including, but not limited to, a street account; conduct any and all Security trading activity, including, but not limited to, marginal trading or short selling; vote a Security, in person or by general or limited proxy; pay calls, assessments, and any other sums chargeable or accruing against or on account of a Security; sell or exercise stock subscription or conversion rights to consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution, or liquidation of a corporation or other business enterprise; hold a Security in the name of a nominee or in other form, but my Attorney In Fact shall be liable for any act of nominee in connection with the Security so held.
16. Insure any Asset, and the Attorney In Fact, against damage or loss or liability with respect to third persons.

17. Borrow money for my benefit or for the protection of any Asset or for all expenses, losses, and liability sustained in the administration of any Asset or because of the holding or ownership of any Asset; Encumber any Asset as security for repayment of the Indebtedness; and repay the Indebtedness from any Asset.

18. Advance money for my benefit or for the protection of any Asset or for all expenses, losses, and liability sustained in the administration of any Asset or because of the holding or ownership of any Asset; for the protection of any Asset or me; for which I grant the Attorney In Fact a lien on any Asset.

19. Pay, contest, or settle any claim by or against me or any Asset, and release, in whole or in part, any claim belonging to me or related to any Asset to the extent the claim is uncollectible; by compromise, arbitration, or otherwise. Without limiting the generality of the foregoing, it includes the power to prosecute or defend actions, claims or proceedings in any jurisdiction for my benefit or for the protection of any Asset and is inclusive of any claim for personal injury to me.

20. Pay taxes, assessments, reasonable compensation of my Attorney In Fact, and other expenses incurred for my benefit or for the protection of any Asset or for all expenses, losses, and liability sustained in the administration of any Asset or because of the holding or ownership of any Asset.

21. Allocate items of income or expense to either income or principal, including creation of reserves out of income for: depletion in mineral or timber properties; depreciation; obsolescence; or amortization.

22. Expend funds reasonably necessary for the support, care, maintenance, education, or benefit of me or my dependent with due regard to my, or my dependant's, accustomed standard of living.

23. Pay any income or principal from any Asset to which I or my dependent is entitled either directly to me or my dependent, or to any person having custody of me or my dependent, or to the guardian or conservator of me or my dependent, or to any person who, or corporation which, shall be furnishing support, care, maintenance, or education to me or my dependent. The receipt of any person to whom payment is made as herein authorized shall be sufficient voucher for my Attorney In Fact, and in the discretion of my Attorney In Fact, the recipient need not be required to account to my Attorney In Fact.

24. Employ any custodian, attorney, accountant, auditor, investment adviser, corporate fiduciary, or any other agent, even though associated with the Attorney In Fact, to advise or assist the Attorney In Fact in the performance of powers granted by this Power of Attorney, and to act upon any recommendation of the foregoing persons without independent investigation.

25. Instead of acting personally, to employ one or more agents to perform any act authorized by this Power of Attorney regardless of whether or not discretionary.

26. Execute and deliver all documents and/or instruments which will accomplish or facilitate the exercise of the powers granted by me in this Power of Attorney to my Attorney In Fact.

27. If my Assets are ample to provide funds reasonably necessary for the support, care, maintenance, education, or benefit of me or my dependent with due regard to my, or my dependant's, accustomed standard of living, my Attorney In Fact may make gifts (in a reasonable amount) in trust or otherwise, to members of my family or to charity.

28. Upon termination of this Power of Attorney, my Attorney In Fact, after meeting all claims and expenses authorized by it, shall pay over and distribute all Assets to me, my guardian conservator, personal representative, or successor-in-interest as soon as possible.

29. Convey or release my contingent and expectant interests in property including marital property rights and any right of survivorship incident to joint tenancy or tenancy by the entirety.

30. Exercise or release my power as trustee, personal representative, custodian for minors, conservator, or donee of a power of appointment.

31. Create revocable or irrevocable trusts of any Asset which may extend beyond my life.

32. Exercise my rights to elect options and change beneficiaries under any insurance and annuity policy and to surrender any policy for its cash value.

33. Exercise my right to an elective share in the estate of my deceased spouse.

34. Renounce any interest by testate or intestate succession or by inter vivos transfer.

In construing this Power of Attorney, the following shall control:

1. This Power of Attorney shall be construed by the law of the state in which it is exercised regardless of where executed.

2. All provisions contained in this Power of Attorney are severable, and, in the event any provision contained in it shall be determined invalid by any court of competent jurisdiction, this Power of Attorney shall be interpreted as though the invalid provision was not contained in it.

3. Nouns and pronouns used in this Power of Attorney shall be construed in accordance with the appropriate gender or neuter, and as either singular or plural, as the context requires.

4. All parties dealing with my Attorney In Fact are authorized to rely fully on a clerk's or recorder's certified copy of the original of this Power of Attorney which has been duly recorded as required by the law of the state in which this Power of Attorney is to be exercised.

5. The term "Asset" shall mean any property (real, personal, mixed, tangible, intangible, legal, or equitable) in which I shall have any interest of any kind or nature regardless of how created or evidenced.

6. The term "Encumber" shall mean and include the execution and delivery of a mortgage, deed of trust, security agreement, financing statement, pledge, or other instrument of hypothecation.

7. The term "Governmental Entity" shall mean the United States of America, State thereof, or political subdivision of such State, or any country other than the United States of America.

8. The term "Indebtedness" shall mean and include all obligations, debts, and liabilities arising out of, a debtor-creditor relationship.

9. The term "Security" shall mean any stock, bond, or evidence of investment or indebtedness, issued by or insured by any Governmental Entity, person, firm or corporation and any common or preferred stocks, notes, debentures, fractional shares, and stock subscription or commission rights of any corporation.

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 hereunto set my hand this 24 day of June, 1992.

Signed In the Presence of:

Harold D. Higgins

Roberta S. McGee
ROBERTA S. MCGEE

Sam R. Pritchard

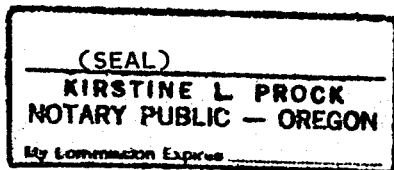
///

STATE OF OREGON
County of Klamath

)
) ss:
)

June 24, 1992

Personally appeared before me the above named ROBERTA S. McGEE and acknowledged the foregoing instrument to be her voluntary act and deed.



Kirstine L. Prock
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12/16/92

ACCEPTANCE AND APPROVAL

I accept the appointment as Attorney in Fact and agree to act as Attorney in Fact according to the terms of the Power of Attorney.

Date: 6 July 1992

David R. McGee
DAVID R. MCGEE

Date: 29 June 1992

Dennis E. McGee
DENNIS E. MCGEE

27366

GERALD R. HARTMANN, M.D., P.C.
PHYSICIAN - MEDICAL NEUROLOGY
2804 CLOVER STREET
KLAMATH FALLS, OR 97601

(503) 883-2257

DEA # AH 7717070

NAME Roberta McGee AGE _____
ADDRESS _____ DATE 7/15/96

R

Because of severe leg
weakness, Roberta McGee
is medically unable
to care for herself.

Roberta McGee
Patient

Refill _____ times

G. Hartmann
(Signature)

To ensure brand name dispensing, prescriber must write
"No Substitution for Me" on the prescription.

NE0072733

27367

KENNETH K. MAGEE, M.D.

Physician

1900 Main St.

Klamath Falls, Oregon 97601

Telephone: (503) 882-3672

Internal Medicine

July 15, 1996

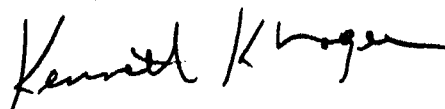
Mr. David McGee
21111 Hwy 140 E
Dairy OR 97625

Re: Roberta S. McGee
Power of Attorney

Dear David:

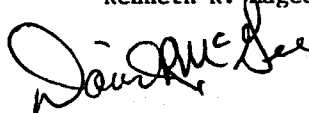
Because of your mother's multiple health problems which include long-standing Systemic Lupus Erythematosus, kidney failure, diabetes mellitus, etc., she has not only become totally physically incapacitated with peripheral neuropathy and weakness but also mentally she is becoming unable to presently make financial and health care decisions. I completely agree that it is a proper time for you, her son, to enact your Power of Attorney for financial and health care decisions. Realistically, Roberta's longterm likelihood of survival is extremely poor.

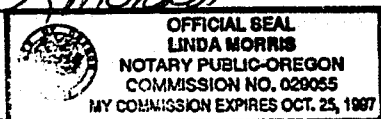
Sincerely,



Kenneth K. Magee, M.D.

KKM:jtm





STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of AmeriTitle the 3rd day
of September A.D., 19 96 at 11:59 o'clock AM., and duly recorded in Vol. M96,
of Power Of Attorney on Page 27359.

Bernetha G Letsch, County Clerk

FEE \$45.00

By 