

RECORDING REQUESTED  
BY:  
RANDY M. LONG  
1752 11TH STREET  
REEDLEY CA 93654

AND WHEN RECORDED  
MAIL TO:  
RANDY M. LONG  
ATTORNEY AT LAW  
1752 11TH STREET  
REEDLEY CA 93654

Space above this line  
for recorder's use

MTC 43017-N<sup>1</sup><sub>5</sub>

-DAVID ALLEN YARYAN, Principal to -TEENA KATHLEEN YARYAN, Agent:

DURABLE POWER OF ATTORNEY  
AND NOMINATION OF CONSERVATOR

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.

TO WHOM IT MAY CONCERN:

~DAVID ALLEN YARYAN (the principal) presently a resident of 2311 WHITE AVENUE, KLAMMATH FALLS, OREGON, 97601, hereby appoints ~TEENA KATHLEEN YARYAN, (the agent) presently a resident of 2311 WHITE AVENUE, KLAMMATH FALLS, OREGON, 97601,, as the principal's true and lawful attorney-in-fact for the principal and in the principal's name, place, and stead:

1. To manage, control, lease, sublease, and otherwise act concerning any real property which 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.

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 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 agent considers appropriate under the circumstances.

5. To pay any sums of money which 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 agent considers appropriate under the circumstances.

6. To grant, sell, transfer, mortgage, deed in trust, pledge and otherwise deal in all property, real and personal, which 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 which provide legal descriptions of all such property; and to execute such instruments as the agent deems 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 1989 - 2035. 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, 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 which 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; 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 bring suit against any bank, savings and loan association, or other person or entity that fails or refuses to honor this power of attorney.

12. To make additions and transfer assets to any and all living revocable trusts of which the principal is a settlor and to exercise any trustee powers for any living revocable trust, wherein the principal is named trustee or co-trustee.

13. To make gifts of my assets or interests in assets to my spouse, if any, my children, and other descendants, which includes the power to transmute property; and to make gifts to charitable, scientific, religious or educational institutions according to my pattern of charitable giving over the past five (5) years. These gifts may be made at any time or from time to time.

14. To divide any property I may own with my spouse as community property into shares of separate property and to transfer my ownership interest in our home or other assets to my spouse or other permissible transferees to obtain eligibility for public

benefits, including Medi-Cal, for either of us.

15. 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.

16. 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 agent considers such acts to be in the principal's best interest.

17. To prevent self-dealing by my agent, the alternate agent shall be deemed the primary agent, for the limited purpose of any gifts made to my primary agent. The power to make gifts by the alternate agent to the primary agent, includes the power to transmute property.

18. 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. The enumeration of specific items, acts, rights, or powers in this instrument 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.

19. Notwithstanding any other possible language to the contrary in this instrument, 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 which the principal owns on the agent's life.

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

21. The agent's signature under the authority granted in this

37322

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 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.

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

23. This power of attorney shall not be affected by the principal's subsequent disability or incapacity.

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

25. The principal declares that the principal understands the importance of this durable power of attorney, recognizes that the agent is granted 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.

IN WITNESS WHEREOF, the principal has signed this durable power of attorney on September 3, 1997.

David Allen  
--Name--

State of California  
County of Fresno

On September 3, 1997 before me, Kirsten L. Dry, a Notary Public in and for said County and State, personally appeared DAVID ALLEN YARMAN-- personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kirsten L. Dry



(Seal)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

5

Filed for record at request of Amertitle  
of November A.D., 19 97 at 11:10 o'clock A.M., and duly recorded in Vol. M97  
of Power of Attorney on Page 37318

FEE \$25.00

By Bernetha G. Letsch, County Clerk  
Kathleen Rosen