

MTC 49139-KR
DURABLE POWER OF ATTORNEY

Vol M99 Page 38397

I, Mabel Henzel, also known as Mabel E. Henzel, of Klamath Falls, Oregon, do hereby make, constitute and appoint Terrence J. Scroggin as lawful Attorney-in-Fact (my "Agent"), to act in my name and place under this Durable Power of Attorney.

As provided by ORS 127.005, all acts done by my Agent pursuant to this power, including acts performed during any period of disability or incapacity, shall have the same effect and inure to my benefit and bind me and my successors in interest as if I were competent and not disabled.

I revoke all powers of attorney which I may have previously granted, except limited powers pertaining to health care, authorizing agents and brokers to manage securities, authorizing any lawyer or certified public accountant to act on my behalf in any matter relating to federal taxes and powers granting access to any bank account or safe deposit box.

My Agent is given the following powers:

MANAGEMENT OF ASSETS

1. *Cash Accounts.* To collect and receive any money or similar assets to which I may be entitled; to deposit cash and checks in any of my accounts; to endorse for deposit, transfer or collection, in my name and for my account, any checks payable to my order; and to draw and sign checks for me and in my name on any accounts, including any accounts opened by my Agent in my name at any banking institution or elsewhere, and to receive and apply the proceeds of such checks.
2. *Securities.* To take custody of my stocks, bonds and other investments of all kinds; to sell, surrender or exchange any such investments and to receive and apply the proceeds therefrom; to sign and deliver assignments, stock and bond powers and other documents required for any such sale, assignment, surrender or exchange; to purchase stocks, bonds and other investments of any kind; to give instructions as to the registration thereof and the mailing of dividends and interest therefrom; to deposit bond coupons; to represent me at shareholders' meetings and to vote proxies on my behalf; to buy, sell or exchange Treasury securities; and generally to handle and manage my investments.
3. *Tangible Personal Property.* To buy or sell at public or private sale for cash or credit or by any other means whatsoever, or to acquire, dispose of, repair, alter, store or manage my tangible personal property or any interest therein.
4. *Real Estate and Cooperative Apartments.* To lease, sell, assign, release, convey, extinguish or mortgage any interest I may have in any real estate, or in any proprietary lease or any stock evidencing my ownership of any cooperative apartment, on such terms as my Agent deems advisable; to purchase or otherwise acquire any interest in or possession of real property or cooperative apartments and to accept all deeds for such property; and to manage, repair, improve, maintain, restore, build, subdivide or develop any such property.
5. *Safe Deposit Boxes.* To have access to any and all safe deposit boxes standing in my name; to add to or remove all or any part of the contents thereof; and to enter into or renew leases for such boxes or to surrender same.

6. *Insurance.* To procure, change, carry or cancel insurance against any and all risks affecting property or persons against liability, damage or claims of any sort.
7. *Benefit Plans.* To apply for and receive any government, insurance and retirement benefits to which I may be entitled, including the right to act as my representative payee with the Social Security Administration, and to exercise any right to elect benefits or payment options; to terminate, to change beneficiaries or ownership, to assign rights, to borrow or receive cash value in return for the surrender of any or all rights I may have in life insurance or annuity policies, plans or benefits, or in any retirement, profit-sharing and employee welfare plans and benefits; and to consent or waive consent in connection with designation of beneficiaries and joint and survivor annuities under any employee benefit plan.
8. *Taxes.* To represent me in all tax matters; to prepare, sign and file federal, state or local income, personal property, gift or other tax returns of all kinds, including, where appropriate, joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, protests or petitions to administrative agencies or courts regarding tax matters, and any and all other tax related documents, including, but not limited to, consents and agreements under Section 2032A of the Internal Revenue Code of 1986, as amended, (the "Code") or any successor section thereto and, where appropriate, consents to split gifts, closing agreements, extensions or waivers of the period of limitations and any power of attorney required by the Internal Revenue Service or any state or local taxing authority with respect to any tax year between the years 1950 and 2050; to pay taxes due and to collect and make such disposition of refunds as my Agent shall deem appropriate; to post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service or any state or local taxing authority; to exercise any elections I may have under federal, state or local tax law, and generally to represent me or to obtain professional representation for me in all tax matters and proceedings of all kinds for all periods between the years 1950 and 2050 before all officers of the Internal Revenue Service and state and local authorities or in any court; and to engage, compensate and discharge lawyers, accountants and other tax and financial advisers and consultants to represent or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have any interest or for which I bear any responsibility.
9. *Borrowing.* To borrow from any lender for my account on whatever terms and conditions my Agent deems advisable, including the right to borrow on any insurance policy for any purpose; to pledge any of my property as security for any loan; and to assign and deliver such policies as security without any obligation whatsoever on the part of such insurance company to determine the purpose for such loan or the application of the proceeds.
10. *Operation of Business.* To manage any business belonging to me, or in which I have a substantial interest, for such time and in such manner as my Agent may deem advisable, including representing me at shareholders' meetings and voting proxies; to sell, liquidate, reorganize, incorporate or otherwise restructure any business or interest therein, at such time and on such terms as my Agent deems advisable; and to enter into partnership agreements, shareholders' agreements or similar agreements or modifications thereof on such terms as my Agent deems advisable.
11. *Employment of Others.* To employ lawyers, investment counsel, accountants and other persons to render services for or to me or my estate and to pay such persons for their services.

12. *Claims.* To institute, prosecute, defend, compromise, settle or otherwise dispose of any claim relating to me or to any property of mine either alone or in conjunction with other persons; to appear for me in any proceeding at law or in equity or otherwise before any tribunal for the enforcement or for the defense of any such claim; to obtain, discharge and substitute counsel and authorize appearance of such counsel to be entered for me in any such action or proceeding; to compromise or arbitrate any claim in which I may be in any manner interested and for that purpose to enter into agreements to compromise or to arbitrate, either through counsel or otherwise; and to carry out such compromise or arbitration and perform or enforce any award entered in arbitration.

ESTATE PLANNING PROVISIONS

13. *Limited Gifts.* To make gifts, as limited hereafter, either outright or in trust or, in the case of minors, in accordance with the Uniform Gifts To Minors Act or the Uniform Transfers to Minors Act or any successor to either of them and, in the case of gifts made in trust, to execute a trust agreement for such purpose designating one or more persons, including any Agent hereunder, as original or successor trustees, and to make additions to an existing trust. With respect to such gifts, the donees need not be treated equally or proportionately, one or more permissible donees may be excluded entirely, and the pattern followed on the occasion of any such gift or gifts need not be followed on the occasion of any other gift or gifts. Such gifts, however, shall be limited as to donees to my spouse, my issue and the spouses of my issue (including my Agent hereunder if my Agent is a member of such class), and charitable organizations qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or any successor provision.

14. *Creation of Trust.* To create a trust for my benefit and to execute an agreement therefore, designating one or more persons, including any Agent hereunder, as original or successor trustees and to transfer to the trust any or all property owned by me, provided that during my lifetime the income and principal of the trust shall either be distributable to me, or to my Agent or to the guardian of my estate to be applied for my benefit, and that upon my death, any remaining balance of principal or unexpended income of the trust shall be distributed to my estate. The trust agreement shall be amendable and revocable at any time and from time-to-time, in whole or in part, by me or by my Agent.

15. *Additions to an Existing Trust Benefiting Me.* To add, at any time or times, any or all of the property owned by me to any trust in existence for my benefit, provided that during my lifetime the income and principal of the trust shall either be distributable to me, or to my Agent or to the guardian of my estate to be applied for my benefit.

16. *Claim of Elective Share of the Estate of My Deceased Spouse.* To elect to take against the will and conveyances of my deceased spouse, if appropriate, and to disclaim any interest in property which I am required to disclaim as a result of such election; to retain any property which I have the right to elect to retain; to file petitions pertaining to the election, including petitions to extend the time for electing and petitions for orders, decrees and judgments; and to take all other actions which my Agent deems appropriate in order to effectuate the election. Notwithstanding the foregoing, if I am then incompetent, the election shall be made only upon approval of the court having jurisdiction over my estate, if I have been formally adjudicated an incompetent, or upon approval of the court having jurisdiction over my deceased spouse's estate, if I am an incompetent but have not been adjudicated such, in either case after a finding by such court that the exercise of such right of election is advisable.

17. *Release or Disclaimer of Interests.* To release, renounce or disclaim, in whole or in part, on my behalf any interest in property, without need of court approval.

18. *Renunciation or Resignation of Fiduciary and Other Positions.* To renounce any fiduciary position to which I have been appointed, including the custodianship of any property held for the benefit of a minor; to resign any fiduciary position in which I may be serving and either file an accounting with a court of competent jurisdiction or settle on receipt and release or other informal method as my Agent deems advisable; and to renounce or resign from any position as an officer or director of any corporation, association, or political or governmental body.

19. *Power to Withdraw.* To demand, withdraw and receive the income or corpus of any trust over which I have the power to make withdrawals and to request and receive the income or corpus of any trust with respect to which the trustee thereof has the discretionary power to make distribution to me or on my behalf, as my Agent deems appropriate in light of my needs and my overall estate plan; and to execute a receipt and release or similar document for any property so received.

20. *Fiduciary Powers.* To act for me and in my name in any fiduciary capacity to which I have been appointed.

HEALTH CARE PROVISIONS

In the exercise of the following powers, I suggest that my Agent consult with my regular physician, but the decision of my Agent will govern.

21. *Gain Access to Medical and Other Personal Information.* To request, review and receive any information, verbal or written, regarding my personal affairs or my physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required in order to obtain this information.

22. *Employ and Discharge Others.* To employ and discharge physicians, psychiatrists, dentists, nurses, caretakers, companions, housekeepers, therapists and other professionals as my Agent deems appropriate for my physical, mental and emotional well-being; and to pay them reasonable compensation.

23. *Authorize, Consent or Refuse Consent to Medical Care.* To authorize or to give or withhold consent to my medical care, surgery or any other medical procedures or tests; to arrange for my hospitalization, convalescent care or home care; and to revoke, withdraw, modify or change consent to my medical care, surgery or any other medical procedures or tests, hospitalization, convalescent care or home care which I or my Agent may have previously allowed or impliedly consented to due to emergency conditions. I ask my Agent to be guided in making any such decisions by any personal preferences I may have expressed regarding such care. Based on any such preferences, my Agent may summon paramedics or other emergency medical personnel and seek emergency treatment for me, or may choose not to do so, as my Agent deems appropriate in light of my expressed wishes and my medical status at the time. My Agent is authorized, when dealing with hospitals and physicians, to execute all pertinent documents, including any waivers of or releases from liability required by any hospital or physician to implement any decision regarding medical treatment, the failure to institute treatment or the termination of treatment.

GENERAL PROVISIONS

24. *Execute Documents, Enter into Contracts and Pay Reasonable Compensation or Costs in Implementing the Above Powers.* My Agent is authorized to sign, execute, deliver, acknowledge and make declarations in any contracts or other documents as may be necessary, desirable, convenient or proper in order to exercise any of the powers granted hereunder; and to pay reasonable compensation or costs in the exercise of any such powers.

25. *Third Party Reliance.* For the purposes of inducing any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency or other party to act in accordance with the powers granted in this document, I hereby represent, warrant and agree that:

25.1 The powers conferred on my Agent by this document shall be exercisable by my Agent alone, without need for court approval (except where expressly required), and my Agent's signature or acts under the authority granted in this document shall be accepted by third parties as fully authorized by me and with the same force and effect as if I were personally present, competent and acting on my own behalf.

25.2 All such actions of my Agent shall bind me and my heirs, distributees, legal representatives, successors and assigns, and for the purpose of inducing anyone to act in accordance with the powers I have granted herein, I hereby represent, warrant and agree that if this Power of Attorney is revoked or terminated for any reason, I and my heirs, distributees, legal representatives, successors and assigns will hold such party or parties harmless from any loss suffered or liability incurred by such party or parties while acting in accordance with this power prior to that party's receipt of written notice of revocation by me or by a guardian of my estate or that party's actual knowledge of termination of such power by reason of my death.

25.3 No person who acts in reliance upon any representation my Agent may make regarding the scope of authority granted under this document shall incur any liability to me, my estate, my heirs, successors or assigns for permitting my Agent to exercise any such power, nor shall any person who deals with my Agent be required to determine or insure the proper application of funds or property.

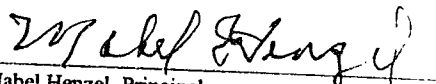
25.4 All third parties from whom my Agent may request information regarding my health or personal affairs are hereby authorized and directed to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs, successors or assigns for complying with such requests. With specific reference to medical information, including information about my mental condition, I am hereby authorizing in advance all physicians and psychiatrists who have treated me or who will treat me, and all other past and future providers of health care, including hospitals, to release to my Agent all information and photocopies of any records which my Agent may request. If I have the capacity to confirm this authorization at the time of the request, third parties may seek such confirmation from me if they so desire. If I do not have the capacity to make such a confirmation, all physicians, hospitals and other health care providers are hereby authorized to treat my Agent's request as that of a legal representative of an incompetent patient and to honor any such request on that basis. I hereby waive all privileges which may be applicable to such information and records, and to any communication pertaining to me and made in the course of a lawyer-client, physician-patient, psychiatrist-patient or clergyman-penitent relationship.

25.5 My Agent shall have the right to seek appropriate court orders mandating acts which my Agent deems appropriate if a third party refuses to comply with actions taken by my Agent which are authorized by this document, or to enjoin acts by third parties which my Agent has not authorized. In

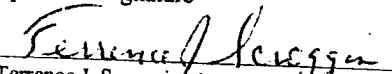
addition, my Agent may bring legal action against any third party who fails to comply with actions I have authorized my Agent to take and demand damages, including punitive damages, on my behalf for such noncompliance.

26. *Nomination of Guardian.* My Agent is authorized to nominate a guardian or guardians of my estate or person (including any Agent hereunder) for consideration by a court if incompetency proceedings for my estate or person are hereafter commenced. Notwithstanding the foregoing, my Agent may oppose the appointment of any guardian if my Agent believes that such appointment would not increase the quality of services already afforded by this Power of Attorney.
27. *Appointment of Successor.* To the extent not otherwise effectually provided in the introductory paragraph to this Power of Attorney, my Agent and any successor Agents shall have the power to appoint a successor or successors. Any such appointment may be changed by the person or persons making the same before it takes effect, need not take effect immediately, and may be contingent upon the occurrence or non-occurrence of any event.
28. *Appointment of Ancillary Agents.* If at any time my Agent deems it necessary or desirable in my Agent's discretion to appoint one or more ancillary Agents to act on my behalf in any other jurisdiction or jurisdictions, my Agent may appoint one or more such ancillary Agents. In making any such appointment my Agent may sign, execute, deliver, acknowledge and make declarations in any documents (including living wills, health care declarations or similar documents) as may be necessary, desirable, convenient or proper in order to effectuate any such ancillary appointment, and my Agent may grant to any ancillary Agent any or all of the powers, duties and authorities granted my Agent hereunder, but may not grant to any such ancillary Agent powers which are inconsistent with those powers granted to my Agent hereunder.
29. *Compensation of Agent.* Except as waived by my Agent from time to time, my Agent shall be compensated as such in accordance with the fee schedule of a corporate fiduciary of my Agent choice located in my county of domicile, which schedule would be applicable if such corporate fiduciary were serving as a trustee of my assets, and my Agent may negotiate and fix the compensation of any successor or successors my Agent may appoint.
30. *Oregon Law Governs.* Questions pertaining to the validity, construction and powers created under this instrument shall be determined in accordance with the laws of Oregon.

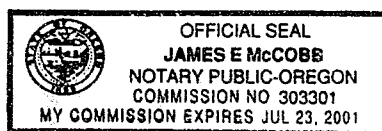
I have signed this Power of Attorney this 10th day of August, 1998.

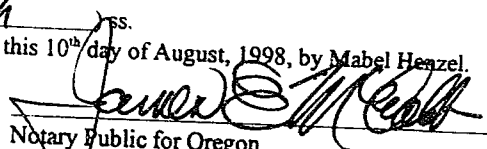

Mabel Henzel, Principal

Specimen Signature


Terrence J. Scroggin, Attorney-in-Fact

STATE OF OREGON, County of Klamath ss.
The foregoing instrument was acknowledged before me this 10th day of August, 1998, by Mabel Henzel.




Notary Public for Oregon

My Commissions Expires: _____

Durable Power of Attorney

State of Oregon, County of Klamath
Recorded 9/28/99 at 11:46 A.M.
In Vol. M99 Page 38397
Linda Smith,
County Clerk Fee \$ 30.00