

DURABLE POWER OF ATTORNEY

I, SAM BADALAMENTI, of Klamath Falls, Oregon, appoint Louis D. Martin my Agent and attorney-in-fact ("my Agent"), with power and authority to:

1. Support. Make expenditures for my health, education, support, maintenance, and general welfare.
2. Managing and Disposing of Assets. Take possession of, retain, change the form of, manage, maintain, improve, lease, grant options on, encumber, sell, exchange, or otherwise dispose of any of my real or personal property or any interest in property, in any manner and on any terms my Agent considers to be in my best interests.
3. Checks and Notes. Receive, endorse, sign, sell, discount, deliver, and deposit checks, drafts, notes, and negotiable or nonnegotiable instruments, including any drawn on the Treasury of the United States or the state of Oregon or any other state or governmental entity.
4. Financial Institutions. Enter into any transaction with and contract for any services rendered by a financial institution, including continuing, modifying, or terminating existing accounts; opening new accounts; drawing, endorsing, or depositing checks, drafts, and other negotiable instruments; acquiring and transferring certificates of deposit; withdrawing funds deposited in my name alone or in my name and the name of any other person or persons; and providing or receiving financial statements. "Financial institutions" means banks, trust companies, savings banks, commercial banks, savings and loan associations, credit unions, loan companies, thrift institutions, mutual fund companies, investment advisors, brokerage firms, and other similar institutions.
5. Investments and Securities Transactions. Invest and reinvest in common or preferred stocks, bonds, mutual funds, common trust funds, money market accounts, secured and unsecured obligations, mortgages, and other real or personal property; engage in investment transactions with any financial institution; and hold my securities in the name of my Agent's nominee or in unregistered form.
6. Insurance and Annuity Contracts. Purchase, maintain, modify, renew, convert, exchange, borrow against, surrender, cancel, and collect or select payment options under any insurance or annuity contract. Any receipt, release, or other instrument executed by my Agent in connection with any insurance or annuity contract shall be binding and conclusive upon all persons.
7. Business Interests. Continue, participate in, sell, reorganize, or liquidate any business or other enterprise owned by me, either alone or with any other person or persons.
8. Voting. Appear and vote for me in person or by proxy at any corporate or other meeting.
9. Retirement Plans. Establish, modify, contribute to, select payment options under, make elections under, receive payments from, make rollovers to, and take any other steps I might take with respect to IRA accounts and other retirement plans.

10. Collections. Demand and collect any money or property owed to me and give a receipt or discharge for the money or property collected.
11. Debts. Pay my debts and other obligations.
12. Litigation. Sue upon, defend, compromise, or submit to arbitration any controversies in which I may be interested; and act in my name in connection with any complaint, proceeding, or suit.
13. Borrowing. Borrow in any manner and on any terms my Agent considers to be in my best interests (including borrowing from my Agent's own funds), and give security for repayment.
14. Lending. Lend funds to any person, provided that the loan is adequately secured and bears a reasonable rate of interest.
15. Taxes and Assessments. Pay any tax or assessment; appear for and represent me, in person or by attorney, in all tax matters; execute any power of attorney forms required by the Internal Revenue Service, the Oregon Department of Revenue, or any other taxing authority; receive confidential information from any taxing authority; prepare, sign, and file federal, state, and local tax returns and reports for all tax matters, including income, gift, estate, inheritance, generation-skipping, sales, business, FICA, payroll, and property tax matters; execute waivers, including waivers of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of a claim for credit or refund; execute consents, closing agreements, and other documents related to my tax liability; make any elections available under federal or state tax law; and delegate authority or substitute another representative with respect to all matters described in this paragraph.
16. Government Benefits. Perform any act necessary or desirable (including acting as representative payee) in order for me to qualify for and receive all types of government benefits, including Medicare, Medicaid, Social Security, veterans', and workers' compensation benefits.
17. Elective Share Rights. Exercise any right to claim an elective share in any estate or under any Will.
18. Safe Deposit Box. Have access to and make deposits to or withdrawals from any safe deposit box rented in my name alone or in my name and the name of any other person or persons.
19. Mail. Redirect my mail.
20. Custody of Documents. Take custody of important documents, including any Will, trust agreements, deeds, life insurance policies, and contracts.
21. Nomination of Guardian and Conservator. To the extent permitted by state law, I nominate my Agent to act as my guardian and conservator if I become incapacitated. If my Agent is unable or unwilling to act as my guardian or conservator, I nominate William M. Dolinsky to act as my guardian or conservator.

22. Perform Other Acts to Carry Out the Powers Granted. Execute and deliver any written instrument and perform any other act necessary or desirable to carry out any of the powers granted under this power of attorney, as fully as I might do personally. I ratify and confirm all acts performed pursuant to this power of attorney.

23. Third Party Reliance. Third parties who rely in good faith on the authority of my Agent under this power of attorney shall not be liable to me, to my estate, or to my heirs, successors, or assigns. Third parties without actual notice of revocation may conclusively rely on the continued validity of this power of attorney. If requested, my Agent shall furnish, and a third party may conclusively rely on, an affidavit or certificate stating that (1) I was competent at the time this power of attorney was executed, (2) the power of attorney has not been revoked, (3) my Agent continues to serve as attorney-in-fact under the power of attorney, and (4) my Agent is acting within the scope of authority granted under the power of attorney. My Agent may sue or pursue other action against any third party who refuses to honor this power of attorney after such an affidavit or certificate has been provided.

24. Alternate Agent. If Louis D. Martin is unable or unwilling to act as my Agent, I appoint William M. Dolinsky as my Agent and attorney-in-fact. The alternate agent may act during any period when my Agent is temporarily unable to act. The term "my Agent" in this power of attorney shall include the alternate agent who is authorized to act under this paragraph.

25. Durability. The powers granted to my Agent under this power of attorney shall continue to be exercisable even though I have become disabled or incompetent.

26. Governing Law. The validity and construction of this power of attorney shall be determined under Oregon law.

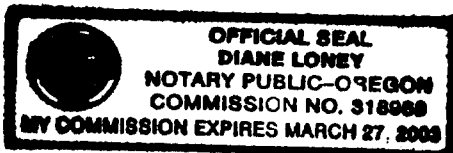
I have signed this power of attorney this 30 day of Dec, 1999

Sam Badalamonti
Sam Badalamonti

STATE OF OREGON)
)ss.
County of Klamath)

On this 30 day of December, 1999, before me personally appeared

Sam Badalamonti and acknowledged to me that he executed this power of attorney freely and voluntarily.



Diane Loney
Notary Public for Oregon
My commission expires: 03 127 03