

DURABLE POWER OF ATTORNEY

I, Ernest Lytle, of Klamath Falls, Oregon, appoint Alma Jean Lytle (my spouse) my Agent and attorney-in-fact ("my Agent"). My Agent shall have power and authority to:

1. **SUPPORT.** Make expenditures for my health, education, support, maintenance, and general welfare, and for the health, education, support, and maintenance of spouse and any members of my immediate family who are or become dependent upon me for support.

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 deems proper and to make gifts, grants or other transfers of real and personal property, without consideration, either outright or in trust to my spouse, including the mobile home located at 30031 O'Neil Drive, Klamath Falls, Oregon. This power shall also include the power to transfer real and personal property, including bank and investment accounts, from the joint names of my spouse and me into the sole name and ownership of my spouse. If the holder hereof is my spouse, then I specifically authorize my spouse to make and receive gifts from me and to arrange for transfers of jointly-held property to said spouse's name alone and I authorize this "self dealing" with my assets with my full prior approval and consent.

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 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 (including transactions involving margin accounts) 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. This power shall extend to any insurance I own on the life of my Agent. 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. **FLOWER BONDS.** Purchase U.S. Treasury bonds redeemable at par in payment of federal estate tax, and borrow funds and pledge the bonds as collateral to make the purchase.

10. **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 retirement plans governed by ERISA. This shall include the authority to establish, modify, contribute to, select payment options under, make elections under, convert to Roth status, receive payments from, make rollovers to, and take another other actions I might take with respect to IRA accounts and other retirement plans.

11. **CREDIT CARDS.** Cancel or continue my credit cards and charge accounts, use my credit cards to make purchases, and sign charge slips on my behalf.

12. **COLLECTIONS.** Demand and collect any money or property owed to me and give a receipt or discharge for the money or property collected.

13. **DEBTS.** Pay my debts and other obligations.

14. **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.

15. **BORROWING.** Borrow in any manner and on any terms my Agent considers to be in my best interests and give security for repayment.

16. **LENDING.** Lend funds to any person, provided that the loan is adequately secured and bears a reasonable rate of interest.

17. **TAXES AND ASSESSMENTS.** Do the following with respect taxes due or claimed by any taxing authority: 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.

My agent is authorized: 1) to inspect any tax return or information return, 2) to represent me, or to appoint a recognized representative to represent me, in connection with any individual income tax (IRS form 1040), gift tax (IRS Form 709) or any other tax matters, for the tax years 1994 through 2050; 2) to prepare, sign, and file federal, state, and/or local, income, gift, and other tax returns of all kinds; 3) to negotiate checks payable for tax refunds, and 4) to prepare, sign and file any power of attorney form (including form 2848) appointing my agent or any suitable person selected by my agent as my representative before the Internal Revenue Service, state, or local taxing authority.

18. GOVERNMENT BENEFITS. Perform any act necessary or desirable in order for me or my spouse to qualify for and receive all types of government benefits, including Medicare, Medicaid, Social Security, veterans', and workers' compensation benefits. The power granted under this paragraph shall include the power to dispose of any property or interest in property by any means (including making gifts or establishing and funding trusts) and the power to change ownership of and to name or change beneficiaries under insurance policies, annuities, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any disposition or designation shall be consistent with my existing estate plan to the extent reasonably possible. Gifts to or for the benefit of my spouse for purposes of qualifying for government benefits may be unlimited in amount. I nominate my agent hereunder to become my representative payee for purposes of dealing with the Social Security Administration.

19. DISCLAIMER. Disclaim any property, interest in property, or power to which I may be entitled; and take all steps required to make the disclaimer effective under state and federal laws, including Section 2518 of the Internal Revenue Code or any successor statute. In deciding whether to disclaim, my Agent shall consider the effect of disclaimer on taxes that may be payable, on qualification for government benefits, and on my existing estate plan.

20. ELECTIVE SHARE RIGHTS. Exercise any right to claim an elective share in any estate or under any Will.

21. FIDUCIARY POSITIONS. Resign from or renounce on my behalf fiduciary positions, including personal representative, trustee, conservator, guardian, attorney-in-fact, and officer or director of a corporation; and discharge me from further responsibility by filing accountings with a court or settling by formal or informal methods.

22. 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.

23. **MAIL.** Redirect my mail.
24. **CUSTODY OF DOCUMENTS.** Take custody of important documents, including any will, trust agreements, deeds, life insurance policies, and contracts.
25. **PAYMENT FOR CARE MANAGEMENT.** I consider the task of managing care and overseeing care/service providers to be very important to my quality of life and direct that such services be compensated at the then current market value. Should any agent, family member or friend personally undertake to arrange for and manage my care during any illness which I may suffer, whether that care is provided in a home or in a medical or nursing institution, then I authorize compensation to that personal care manager at the then current market rate for the services provided.
26. **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 to my Agent or my Special Agent under this power of attorney, as fully as I might do personally. I ratify and confirm all acts performed by my Agent or my Special Agent pursuant to this power of attorney.
27. **COMPENSATION OF AGENT.** I wish to compensate my agent for serving as such and authorize him to pay himself a reasonable amount each month, taking into consideration the type of services rendered and time spent.
28. **DUTY TO ACCOUNT.** Within thirty days after my agent begins to act under this agency document, my agent (other than my spouse) shall notify me and my children of that fact. In addition, my agent shall account for his or her agency by providing a statement of account showing all receipts, disbursements, and asset changes or investment transactions since the prior statement of account and an inventory of my then-current assets known to the agent. The accounting shall be made at least once a year, and copies shall be sent to me and any successor agent. The statement of account shall be deemed to have been furnished to the person entitled thereto when it has been placed in the U.S. Mail addressed to that person at his or her last-known address, even if that person is under a legal disability. Copies of documents evidencing ownership of assets and a copy of my most recent personal income tax returns shall be attached to the accounting.
29. **CONSENT TO DISCLOSURE.** My attorney in fact, by accepting appointment as such, consents to the disclosure by any lawyer who is engaged to assist him in matters relating to this durable power of attorney, to me, and members of my family, or to the court, of any act or omission that might constitute a breach of fiduciary duties, including information obtained through disclosures made to the lawyer by my attorney-in-fact.
30. **THIRD PARTY RELIANCE.** Third parties who rely in good faith on the authority of my Agent or my Special 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

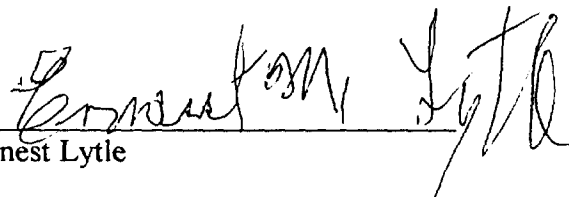
requested, my Agent or my Special Agent shall furnish, and a third party may conclusively rely on, an affidavit or certificate stating that (1) I was competent at the time this power of attorney was executed, (2) the power of attorney has not been revoked, (3) my Agent or my Special Agent continues to serve as attorney-in-fact under the power of attorney, and (4) my Agent or my Special Agent is acting within the scope of authority granted under the power of attorney. My Agent or my Special 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.

31. NOMINATION OF GUARDIAN AND CONSERVATOR. To the extent permitted by state law, I nominate my spouse, Alma Jean Lytle, to act as my guardian and conservator if I become incapacitated.

32. 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.

33. 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 29 day of February, 2000.



Ernest Lytle

Acknowledgment

STATE OF OREGON)
Klamath) ss.
County of Jackson)

On this 29 day of February, 2000, before me personally appeared Ernest Lytle and acknowledged to me that he executed this power of attorney freely and voluntarily.




Notary Public - Oregon
Comm Exp 6-2-2001

OC, Jean Lytle
30031 0' Neil Dr.
Klamath Falls, Or 97601

State of Oregon, County of Klamath
Recorded 3/22/00, at 11:42 a.m.
In Vol. M00 Page 9447
Linda Smith,
County Clerk Fee \$ 41.00