

RECORDING REQUESTED BY)

GERALD LEE TAHAJIAN 200 MAY 22 PM 12: 28)

AND WHEN RECORDED MAIL TO)

GERALD LEE TAHAJIAN, INC.)

4321 N. West Avenue #101)

Fresno, CA 93705)

) Space above this line for recorder's use

GAYLE L. THOMPSON, Principal to GARY G. THOMPSON, 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. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE
MEDICAL AND OTHER HEALTH DECISIONS FOR YOU.**

**3. 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.**

**4. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS
DURABLE POWER OF ATTORNEY AT ANY TIME.**

TO WHOM IT MAY CONCERN:

GAYLE L. THOMPSON (the principal) presently a resident of Klamath
County, Oregon, hereby appoints GARY G. THOMPSON, (the agent) presently a
resident of Klamath County, Oregon, as the principal's true and lawful attorney in fact for
the principal and in the principal's name, place, and stead:

LAW OFFICES OF
GERALD LEE TAHAJIAN, INC.

4321 North West Avenue, Suite 101
Fresno, California 93705

Telephone (559) 221-6303

1. To manage, control, lease, sublease, and otherwise act concerning any real property that 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 that 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, that 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 that provide legal descriptions on 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 all prior and future tax years. 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 that 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, and 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 apply for and make any amendments or modifications to Individual Retirement Account benefits that will serve to augment the tax and estate planning objectives of the principal. Such modifications shall include, but are not limited to, changing the beneficiary(ies) of such accounts, terminating any such accounts, and/or changing investment strategies which will directly or indirectly impact any or all of the Individual Retirement Account(s) of the principal.

11. 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.

12. The agent is authorized to execute and deliver revocable living trust agreements for the benefit of the principal, the principal's spouse, and/or the principal's issue, to make additions to any existing or future living trust of which the principal is the settlor; and to amend or terminate such trusts, all so long as such acts do not substantially alter distribution of the principal's estate during the principal's lifetime or on the principal's death, and so long as all such acts do not cause adverse tax consequences for the principal's estate or the agent's estate.

The agent is authorized to establish any trust with the principal's assets for the benefit of the principal, the principal's spouse, and/or the principal's issue on such terms as the agent determines are necessary or proper, so long as the trust does not materially change the general disposition of the principal's existing estate plan.

13. The agent is authorized to make gifts on the principal's behalf to a class composed of the principal's children, any of their issue, or both to the full extent of the federal annual gift tax exclusion under Internal Revenue Code section 2503(b) or any successor statute.

14. 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.

15. 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 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.

16. The agent is authorized and directed to commence enforcement proceedings, at the principal's expense, against any third party who fails to honor this durable power of attorney.

17. Notwithstanding any other possible language to the contrary in this document, 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 that the principal owns on the agent's life.

18. 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.

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

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

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

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

23. 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.

24. None of the following events shall terminate this durable power of attorney:

- (a) Death of the agent.
- (b) The agent's renunciation of the agency.
- (c) The agent's incapacity to act as agent.
- (d) A vacancy in the office of the agent.

If any of those occurs, the authority of the agent is merely suspended until a new or successor agent is in office and is acting as agent under this instrument.

25. If for any reason the agent under this durable power of attorney is unwilling or unable to continue to serve, GREGORY L. THOMPSON shall instead serve as agent. In such case, one of the following documents shall be attached to this durable power of attorney: a resignation or declination to serve signed by the original agent; a written and signed opinion from a licensed physician that the original agent is physically or mentally incapable of serving; a certified court order as to the incapacity or inability of the original agent to serve; or a certified death certificate of the original agent. Third parties who deal with the successor agent shall be entitled to rely on the original power of attorney instrument with any such document attached.

26. If a conservatorship of the principal's estate is deemed necessary, the principal hereby nominates GARY G. THOMPSON as conservator of the principal's

estate. If GARY G. THOMPSON is for any reason unwilling or unable so to serve, the principal hereby nominates GREGORY L. THOMPSON as such conservator.

On the appointment of a conservator of the principal's estate, this power of attorney shall terminate and the agent shall deliver the assets of the principal under the agent's control as directed by the conservator of the principal's estate.

27. The principal hereby revokes any prior Durable Power of Attorney.

**PHOTOCOPIES OF THIS DOCUMENT CAN BE RELIED UPON AS
THOUGH THEY WERE ORIGINALS.**

IN WITNESS WHEREOF, the principal has signed this durable power of attorney on 5-09, 2000.


GAYLE L. THOMPSON

NOTARY ACKNOWLEDGMENT

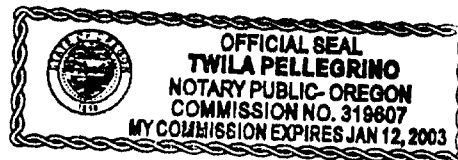
STATE OF OREGON

COUNTY OF KLAMATH

This instrument was acknowledged before me on May 9, 2000, by GAYLE L. THOMPSON.

(Seal)


Signature of Notary Public
My Commission expires 1-12-2003



State of Oregon, County of Klamath
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Linda Smith,
County Clerk Fee \$ 46.00