

After Recording, Return to:

William M. Ganong
Attorney at Law
514 Walnut Avenue
Klamath Falls OR 97601

DURABLE POWER OF ATTORNEY

I, David Larry Say, of Klamath County, Oregon, appoint my spouse, Karen Lynn Say, my agent and attorney-in-fact (hereinafter collectively referred to as "my Agent") who, only upon my incapacity or disability due to illness, age, accident or absence to the extent that I am unable to manage my own affairs as determined in good faith by any means my Agent determines to be adequate, shall have 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. **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, including any drawn on the Treasury of the United States or the state of Oregon or any other state or governmental entity; 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.

4. **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 unregistered form.

5. **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 not 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.

6. **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.

7. **Voting.** Appear and vote for me in person or by proxy at any corporate or other meeting.

8. **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.

9. **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.

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 interest 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.** Do the following: 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 in order for me 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 name or change beneficiaries under insurance policies, 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.

17. **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.

18. **Elective Share Rights.** Exercise any right to claim an elective share in any estate or under any Will.

19. **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.

20. **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.

21. **Mail.** Redirect my mail.

22. **Custody of Documents.** Take custody of important documents, including any Will, trust agreements, deeds, life insurance policies, and contracts.

23. **Employees and Advisors.** Employ, compensate, and discharge attorneys, accountants, investment advisors, property managers, custodians, physicians, dentists, nurses, household help, and others to render services to me or for my benefit.

24. **Nomination of Guardian and Conservator.** To the extent permitted by state law, I nominate the party designated as "my Agent" to act as my guardian and conservator if I become incapacitated. The nominee named in this instrument as guardian and/or conservator shall not be required at any time to give bond in order to act in either capacity. If the court for any reason refuses to approve my waiver for a requirement for bond, such refusal shall not invalidate this nomination of guardian and/or conservator and the remaining provisions shall be carried into effect.

25. **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 under this power of attorney, as fully as I might do personally, I ratify and confirm all acts performed by my Agent pursuant to this power of attorney.

26. 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.

27. 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.

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

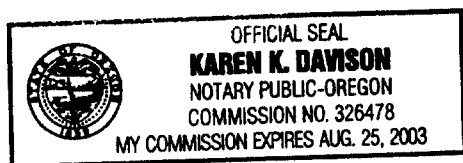
I have signed this power of attorney this 5th day of September, 2000.

David L. Say
David Larry Say

STATE OF OREGON, County of Multnomah ss.

Personally appeared David Larry Say and acknowledged to me that he executed this power of attorney freely and voluntarily.

SUBSCRIBED AND SWORN to before me this 5th day of September, 2000.



Karen K. Davison
Notary Public for Oregon
My Commission Expires: 8/25/03

State of Oregon, County of Klamath
Recorded 09/13/00, at 8:18 a.m.
In Vol. M00 Page 33369
Linda Smith,
County Clerk Fee \$ 36.00