

DURABLE POWER OF ATTORNEY  
(Immediate Power)Created by MAX M. Benedict as Principal.

I, MAX M. Benedict  
 of 4329 Altamont Drive Klamath Falls OREGON  
 Address City State  
 as principal (the "Principal") intend to create by this instrument a Durable Power of Attorney and do hereby appoint

JUDY M. HOARD AND CORINE L. HAMM  
 Name of Agent Name of Agent  
3420 SE 143<sup>RD</sup> AVE PORTLAND OR 12981 Christopher KING OR  
 Address City State Address City State

("Agent(s)") to act for me and in my name and exercise the powers set forth below.

2. My Agent(s) is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, as follows:

(a) **Real Property Transactions:** To lease, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent(s) shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens, mortgage, subject to deeds of trust, and in any way of manner deal with all or any part of any interest in real property whatsoever, that I own at the time of execution or may thereafter acquire, for under such terms and conditions, and under such covenants, as my Agent(s) shall deem proper; and to supplement this instrument by adding or modifying the descriptions of any property, real or personal, which I may now or hereafter own, in whole or in part.

(b) **Personal Property Transactions:** To lease, purchase, exchange, and acquire, and to agree, bargain and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent(s) shall deem proper, and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens, mortgages, subject to deeds of trust, and hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent(s) shall deem proper.

(c) **Bond, Share and Commodity Transactions:** To request, ask, demand, sue for, recover, collect, receive, and hold and possess any bond, share, instrument or similar character, commodity interest or any instrument with respect thereto together with the interest, dividends, proceeds, or other distributions connected therewith, as now are, or shall hereafter become, owned by, or due, owing payable, or belonging to me at the time of execution or in which I may thereafter acquire interest; to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute, and deliver for me, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same.

(d) **Banking Transactions:** To make, receive, sign, endorse, execute, acknowledge, deliver, and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations for me.

(e) **Safe Deposits:** To have free access at any time to any safe deposit box or vault to which I might have access; and to contract with any institution for the maintenance of a safe deposit box in my name; and to add to and remove from the contents of any such safe deposit box.

(f) **Business Operating Transactions:** To conduct, engage in, and transact any and all lawful business of whatever nature or kind for me; to continue the operation of any business I own or have an interest in; to sell, liquidate or close out such business at such time and upon such terms as my Agent(s) shall deem appropriate; to represent me and to exercise any right or power I may have in any partnership whether as a general, special or limited partner; to exercise all rights with respect to any securities I may now own or acquire hereafter in any public corporation, including the right to sell, hypothecate, buy the same or different securities and to vote at all meetings of the stockholders.

(g) **Insurance Transactions:** To exercise or perform any act, power, duty, right or obligation whatsoever in regard to any contract of life, accident, health, disability or liability insurance of any combination of such insurance procured by or on behalf of me prior to execution; and to procure new, different or additional contracts of insurance for me and to designate the beneficiary of any such contract of insurance, provided, however, that the Agent(s) themselves cannot be such beneficiary unless the Agent(s) are my spouse, child, grandchild, parent, brother or sister.

(h) **Estate Transactions:** To request, ask, demand, sue for, recover, collect, receive, and hold and possess all legacies, bequests, devises, as are, owned by, or due, owing, payable, or belonging to, me at the time of execution or in which I may thereafter acquire interest; to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recovery thereof; and to adjust, sell, compromise, and agree for the same, and to make, execute, and deliver for me, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same

State of Oregon, County of Klamath  
 Recorded 07/22/2004 8:24 a m  
 Vol M04 Pg 47834-36  
 Linda Smith, County Clerk  
 Fee \$ 31<sup>00</sup> # of Pgs 3

**DURABLE POWER OF ATTORNEY**  
**(Immediate Power)**

47835

**(i) Personal Relationships and Affairs:** To do all acts necessary for maintaining the customary standard of living for me, my spouse and children, and other dependents; to provide medical, dental and surgical care, hospitalization and custodial care for me, my spouse, and children and other dependents; to continue whatever provision has been made by me, for me, my spouse, and children, and other dependents, with respect to automobiles, or other means of transportation; to continue whatever charge accounts have been operated by me, to open such new accounts as my Agent(s) shall think to be desirable for the accomplishment of any of the purposes enumerated in this section, and to pay the items charged on such accounts by any person authorized or permitted by me or my Agent(s) to make such charges; to continue the discharge of any services or duties assumed by me, to any parent, relative or friend of mine; to continue payments incidental to my membership or affiliation in any church, club, society, order or other organization, or to continue contributions thereto.

**(j) Tax, Social Security and Unemployment:** To prepare, execute and file all tax, social security, unemployment insurance and information returns for tax years between 1970 and 2020 required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, execute and file all other papers and instruments which the Agent(s) shall think to be desirable or necessary to safeguard me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, compromise, contest or apply for refunds in connection with any taxes or assessments for which I am or may be liable.

**(k) Benefits from Military Service:** To execute vouchers in my name for any and all allowances and reimbursements payable by the United States, or subdivision thereof, to me, arising from or based upon military service and to receive, endorse and collect the proceeds of any check payable to me drawn on the treasurer or other fiscal officer or depository of the United States or subdivision thereof; to take possession and to order the removal and shipment, of any property belonging to me from any post, warehouse, depot, dock or other place of storage or safekeeping, either governmental or private; to execute and to deliver any release voucher, receipt, bill of lading, shipping ticket, certificate or other instrument which the Agent(s) shall think to be desirable or necessary for such purpose; to prepare, to file and to prosecute my claim to any benefit or assistance, financial or otherwise, to which I am or claim to be, entitled, under the provisions of any statute or regulation existing at the creation of the agency or thereafter enacted by the United States or by any state or by any subdivision thereof, or by any foreign government, which benefit or assistance arises from or is based upon military service performed prior to or after execution.

**(l) Revocable Trust:** To execute a revocable trust agreement with such trustee as my Agent(s) shall select which trust shall pay to me or disburse on my behalf such amounts of income or principal as necessary for my proper health, support and maintenance, and that on my death any remaining income and principal shall be paid to my personal representative and that said trust may be revoked or amended by me or my Agent(s) at any time and from time to time, provided that any such amendment by my Agent(s) shall not include any provision which could not be included in the original trust agreement; to deliver and convey any or all of my assets to the trustee thereof; to add any or all of my assets to such a trust already in existence at the time this instrument is executed or at any time thereafter.

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

4. No person who acts in reliance upon any representations made by my Agent(s) as to (a) my competency at the time this instrument was executed, or (d) the fact that this instrument has not been revoked, shall incur any liability to me, my estate, my heirs or assigns as a result of any dealings with my Agent(s), nor shall any person who deals with my Agent(s) shall inquire into the proper application of funds or property.

5. I reserve unto myself the right to amend or revoke this instrument, and to remove my Agent(s) and any alternate agent by executing a written instrument of revocation, amendment, or removal and delivering it to my Agent(s) and to all alternate agents. If the instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records.

6. If my spouse has been appointed as my Agent herein, and subsequent to the execution of this instrument, legal proceedings are instituted for separation and dissolution of our marriage, institution of such proceedings shall automatically remove my spouse as my Agent.

7. My Agent(s) shall be entitled to reimbursement for all reasonable costs actually incurred and paid by my Agent(s) on my behalf under the authority granted in this instrument.

8. To the extent permitted by law, I herewith nominate, constitute and appoint my Agent(s) to serve as my guardian, conservator and/or in any similar representative capacity; and, if I am not permitted by law to so nominate, constitute and appoint then I request any court of competent jurisdiction which may be petitioned by any person to appoint a guardian, conservator or similar representative for me to give due consideration to my request.

9. In the event my Agent(s) are unable or unwilling to serve or to continue to serve, then I appoint None

10. My Agent(s) are authorized to make photocopies of this instrument as frequently as necessary. All photocopies shall have the same force and effect as the original.

11. If any provision of this instrument or its application to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this instrument which can be given effect without the invalid provision or application, and to this end the provisions of this instrument are severable.

**DURABLE POWER OF ATTORNEY**  
(Immediate Power)

IN WITNESS WHEREOF, I have hereunto set my hand and seal at \_\_\_\_\_

this 21<sup>st</sup> day of July Year 2004

+ Max M. Benedict  
Signature of the Principal

max m. Benedict  
Name of Principal

Witnesses

Jana Brown of Klamath Falls OR  
Signature of Witness City State

[Signature] of Klamath Falls OR  
Signature of Witness City State

STATE OF Oregon

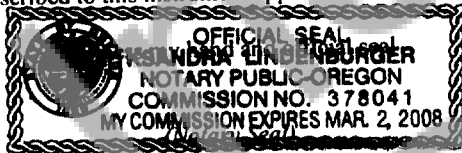
COUNTY OF Klamath

On this 21<sup>st</sup> day of July

In the year 2004 before me, the undersigned, a Notary Public in and for said State personally appeared

max m. Benedict personally.

Known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed the same. I declare under penalty of perjury that the person whose name is subscribed to this instrument appears to be of sound mind and under no duress, fraud, or undue influence.



Sandra Lindenburg  
Notary Public

The undersigned acknowledges and accepts appointment as Agent(s) under this instrument 16<sup>th</sup> day of July, in the year 2004.

Judy M. Hoard  
Signature of Agent

Judy M. Hoard  
Name of Agent

Corine L. Hamm  
Signature of Agent

Corine L. Hamm  
Name of Agent