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Klamath County, Oregon

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RECORDING COVER SHEET

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ATTACHED INSTRUMENT FOR RECORDING.
ANY ERRORS IN THIS COVER SHEET DO NOT
AFFECT THE TRANSACTION(S) CONTAINED
IN THE INSTRUMENT ITSELF.

After Recording, Return To:

Kim Frost

243 Avenida Esperanza, Encinitas, CA 92024

1. Name(s) of the Transaction(s): Durable Power of Attorney

2. Direct Party (Grantor): Delpha R. Roser

3. Indirect Party (Grantee): Kimberly K. Frost

4. True and Actual Consideration Paid: N/A

5. Legal Description:

7/00

**DURABLE POWER OF ATTORNEY
(General)**

I, DELPHA R. ROSER, a resident of San Diego County, California, hereby appoint you, KIMBERLY K. FROST, as my Attorney-in-Fact to act for me and in my name, as authorized in this document. By this document I intend to create a Durable Power of Attorney (General) under California Probate Code Sections 4100-4310 et seq. THIS DURABLE POWER OF ATTORNEY (GENERAL) SHALL NOT BE AFFECTED BY MY SUBSEQUENT DISABILITY OR INCAPACITY.

A. Powers Regarding My Assets. You shall have the following powers with respect to my assets:

1. Invest, sell, purchase, lease, borrow, and encumber assets. To sell, lease, or invest assets in which I have an interest, to purchase assets or borrow money on my behalf and encumber any asset in which I have an interest as security for such borrowing.

2. Deal with Real Property. To exercise any and all powers with respect to all interests in real property (now owned or hereafter acquired), wherever situated, to contract for, exchange, purchase, and receive such property, and all deeds and other assurances therefor; to lease, sell, change the form of title, release, convey, mortgage, and convey by way of deed of trust, upon such terms and conditions and under such covenants, as you shall deem proper; to grant options; to eject, remove, or relieve tenants or other persons from, and recover possession of, such property by all lawful means; to collect, receive and receipt for rents and profits from such properties; to subdivide, develop or dedicate such property to public use to indicate


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easements to public use without consideration; and to maintain, protect, preserve, insure, repair, build upon, demolish, alter, or improve such property or any part of it.

3. Deal with Personal Property. To exercise any and all powers with respect to all interests in all kinds of personal property and goods, wares and merchandise, choses in action and other property (now owned or hereinafter acquired); to contract for, buy, sell, exchange, transfer, change the form of title, and in any legal manner deal in and with the same, and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement.

4. Collect and Recover Assets. To demand, sue for, and collect all such sums of money, debts, dues, accounts, legacies, bequests, interest, dividends, annuities and demands that are now or may later become due or payable to me, including any benefits payable by any governmental body or agency, and to take all lawful means to recover such assets, and to compromise claims for such assets and grant discharges for such assets in my name.

5. Operate Businesses. To continue the operation of any business now owned or hereafter acquired by me, for such time and in such manner as you shall deem advisable, including, but not limited to, paying my employees, providing employee's benefits, and paying all business related expenses, to transact every kind of business for me, in my name, as my act and deed, to incorporate any business of mine and put additional capital into such business, to join in any plan of reorganization or consolidation or merger of such business, to enter into partnership or joint venture agreements, or to sell or liquidate the business at such time and on such terms as you shall deem advisable, and to represent me in establishing the value of any business under any "buy-out" agreement to which I may be a party.

6. Deal with Insurance. To insure my life or the life of anyone in whom I have an insurable interest, to insure any asset in which I have an interest from any casualty, liability or loss, to pay all insurance premiums, to select any options under such policies, to increase or decrease coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses, to designate and change beneficiaries of insurance policies insuring my life and beneficiaries under any annuity contract in which I have an interest, to purchase or maintain any medical insurance on me, my spouse, or any of my descendants, or to cancel any of the policies described herein.

7. Deal with Financial Institutions. To establish, maintain, or terminate bank accounts, security accounts, certificates of deposit, money market accounts, margin accounts, common trust funds, mutual funds, treasury bills and notes, and any other type of cash fund, cash equivalent or security in my sole name or jointly in my name with others, and to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts, and to endorse, deposit, or collect any checks or drafts made payable to me or to my order.

8. Make Gifts. To make gifts, grants or other transfers without consideration to or for the benefit of any one or more of my descendants, or a charitable, educational or religious institution, either outright or in trust, including the forgiveness of indebtedness and the completion of any charitable pledges I may have made, to make payments for the college and post-graduate tuition and medical care of any descendant of mine, and to pay any gift tax that may arise by reason of such gifts.

9. Make Loans. To loan any of my assets to any descendant of mine, or their personal representatives or a trustee for their benefit, and such loans shall bear such interest, or no interest, and shall be secured or unsecured, as you shall deem advisable.

10. Disclaim, Renounce, and Assign Interests. To disclaim, renounce, or assign any gift, insurance, inheritance, bequest or right of succession, with or without consideration.

11. Deal with Trusts. To establish any trust revocable or irrevocable, with my assets for my benefit or for the benefit of any other person upon such terms as may be necessary or proper, to transfer any asset in which I have an interest to any such trust or to any trust that I may have created, and to exercise (in whole or in part), release, or let lapse any power I may have under any trust whether or not created by me, including any power of appointment, revocation or withdrawal.

12. Represent Me in all Tax Matters. To prepare, sign, and file federal, state, or local, income, gift, other tax returns of all kinds, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, including, without limitation, receipts, offers, waivers, consents, closing agreements and any power of attorney form required by the Internal Revenue Service or the Franchise Tax Board; to pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies; to exercise any elections I may have under federal, state or local tax law; and generally to represent me in all tax matters and proceedings of all kinds.

13. Employ Others. To employ and remove any domestic help, custodian, attorney, accountant, investment counsel or any other professional advisor to assist you in administering my property and to pay them reasonable compensation.

14. Enter, Establish, Close, or Maintain Safe Deposit Boxes. To enter, establish, close, maintain and have access to any safe deposit box held in my name alone or jointly with another person whether or not the institution renting such box has its own form of power of attorney for such purposes and to remove all or any of the contents of such box.

15. Deal with Retirement Plans. To select various payment options under any retirement plan in which I participate, including plans for self-employed individuals, make beneficiary designations, make voluntary contributions to such plans, make so-called "roll-overs" of plan benefits into other retirement plans, borrow from such plans if authorized by the plan, and sell assets to or purchase assets from the plan if authorized by the plan.

16. Litigation. To prosecute, defend, compromise, or arbitrate any claims on my behalf in any local, state, or federal court or administrative body and to settle, appeal, or dismiss such actions.

17. Miscellaneous Powers.

A. To open, read, respond to, and redirect my mail; cancel or continue and use any of my charge accounts and credit cards; cancel or continue any of my club, church or other organization memberships, and to continue any payments or contributions incidental to such memberships; take custody of all my important documents, including but not limited to, my Will, trust agreements, deeds, leases, life insurance policies, contracts, and securities; to enter into oral or written agreements on my behalf; to support and maintain any animals I may own; to

continue to pay any installment obligations I may incur; [to exercise stock voting rights, either in person or by the granting of a proxy, with or without the power of substitution, either discretionary, general or otherwise;] to exercise or sell any option, conversion, or similar right; to execute, acknowledge, and deliver any agreement, stock power, deed, leases and assignments of leases, assignments of accounts receivable, and notices of the expected assignments of such accounts and cancellation of such notices, covenants, indentures, mortgages, deeds of trust and reconveyances thereunder, bills, bonds, notes, receipts, evidences of debt, releases and satisfaction of mortgage, judgments, and other debts, or any other document for the accomplishment of, or relating to, any acts authorized by this document; and to perform all, any, and every act required to be done as fully as I could do if personally present and able to act.

B. Restrictions on Powers. Notwithstanding the foregoing provisions, you (a) shall have no incidents of ownership over any life insurance policy in which I may own an interest and which insures your life, (b) are prohibited from appointing, assigning, or disclaiming any of my assets, interests, or rights having a value in excess of the federal gift tax annual exclusion amount in any one calendar year to yourself, your estate, your creditors, or the creditors of your estate, or from using my assets to discharge any of your legal obligations, including any obligation of support which you may owe to others (excluding me and those whom I am legally obligated to support), and the annual right to appoint, assign, or disclaim assets, interests, or rights to you or for your benefit within the federal gift tax annual exclusion amount shall be non-cumulative and shall lapse at the end of each calendar year, and (c) you shall not hold or exercise any powers which I may have over assets you have given to me or over assets held in an irrevocable trust of which you are a grantor.


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C. Incidental Powers. In connection with the exercise of any of the powers described herein, you are authorized and empowered to perform any other act necessary or incidental to the exercise of such powers with the same validity and effect as if I were personally present, competent and personally exercised the powers myself.

D. Third Party Reliance. For the purpose of inducing any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party to act in accordance with the powers granted in this document, I hereby represent, warrant, and agree as follows:

1. If this document is revoked or amended for any reason, I, my estate, my heirs, successors, and assigns will hold such party or parties harmless from any loss suffered, or liability incurred, by such party or parties in acting in accordance with this document prior to that party's receipt of written notice of any such termination or amendment.

2. The powers conferred on you by this document may be exercised by you alone and your signature or act under the authority granted in this document may be accepted by third parties as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf.

3. No person who acts in reliance upon any representation you may make as to the scope of your authority granted under this document shall incur any liability to me, my estate, my heirs, successors or assigns for permitting you to exercise any such power, nor shall any person who deals with you be responsible to determine or insure the proper application of funds or property.

E. Revocation and Amendment. I revoke all prior General or Durable Powers of Attorney that I may have executed and I retain the right to revoke or amend this document and to substitute other attorneys-in-fact in your place. Amendments to this document shall be made in writing by me personally (not by you) and they shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

F. Substitute Agents. If you resign, die, become incapacitated or fail to act as agent for any other reason, then I appoint CHERYL C. NAYLOR as substitute attorney-in-fact, with all the same powers granted to you. Your resignation or declination to act as my agent shall be made in writing and shall be attached to the original of this document and recorded in the same county or counties as the original, if the original is recorded.

G. Nomination of Conservator. If at any time it becomes necessary to appoint a conservator of my estate or person, or both, I hereby nominate you as such conservator. My conservator shall serve in such capacity without bond, or, if a bond be required, I request that such bond be set as low as possible. I hereby revoke all prior conservatorship nominations that I have made.

H. General Provisions.

1. Photostatic Copies. Only one original of this document has been executed. All parties dealing with you are authorized to rely fully on a photostatic copy of the original executed document.

2. Severability. If any provision of this document is not enforceable or is not valid, the remaining provisions shall nevertheless remain in full force and effect.


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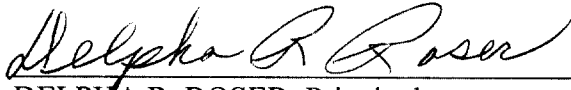
3. Exculpation. Neither you nor any of your substitutes shall incur any liability to me, my estate, my heirs, successors, or assigns for acting or refraining from acting hereunder, except for willful misconduct or gross negligence. Neither you nor your substitutes shall have responsibility to make my assets productive of income, to increase the value of my estate, to diversify my investments, or for entering transactions authorized by this document with yourself so long as you believe such actions are in my best interests or in the best interests of my estate and those interested in my estate.

4. Governing Law. This document shall be governed by the laws of the State of California in all respects, including its validity, construction, interpretation, and termination.

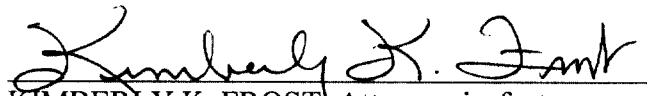
5. Captions. The captions in this document are only for convenience and shall not affect the meaning or interpretation of this document.

6. Pronouns. Each pronoun used in this document, and the terms "agent" and "attorneys-in-fact", shall be construed to include the masculine, feminine, neuter, singular and plural as required by the context in which used or the person to whom reference is made.

I hereby execute this Durable Power of Attorney (General) on August 13, 2005,
at San Diego, California.


DELPHA R. ROSER, Principal

Sample signature of
Attorney-in-fact:

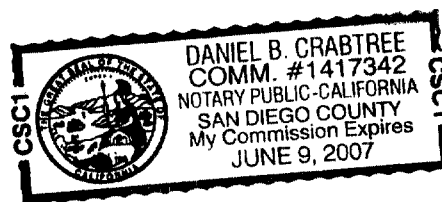

KIMBERLY K. FROST, Attorney-in-fact

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On August 13, 2005, before me, DANIEL B. CRABTREE, a Notary Public in and for said County and State, personally appeared DELPHA R. ROSER, the Grantor of the foregoing Durable Power of Attorney (General), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Daniel B Crabtree

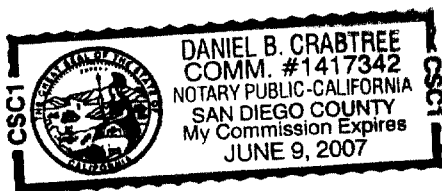


STATE OF CALIFORNIA)
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WITNESS my hand and official seal.

Signature Daniel B Crabtree



DELPHA R. ROSER
D. R. R.