

**M05-68950**

Klamath County, Oregon

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AFTER RECORDING RETURN TO:

ok DEAN DAVIS  
Box 593  
Blythe 97622

## POWER OF ATTORNEY

### GIVEN BY KATHERINE E. DAVIS AS PRINCIPAL

I, Katherine E. Davis (the "Principal"), appoint Dean R. Davis and Russell J. Davis ("Agents"), either of which may act to exercise the powers set forth below.

### ARTICLE I

My Agents are authorized, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, to do and perform all and every act and thing whatsoever to be done as fully as I might or could do if personally present, and in addition shall have the following powers:

A. to exercise all the powers of a trustee of an express trust in Oregon as provided in the Oregon Uniform Trustees' Powers Act (and as hereafter amended);

B. to sell, exchange, encumber or otherwise dispose of, absolutely or conditionally, any property I now own or hereafter acquire, including contingent and expectant interests, marital rights and survivorship rights, upon such terms and conditions as my Agent deems appropriate;

C. to invest and reinvest upon such terms and conditions as my Agent shall deem appropriate all or any part of my property in any property or interests (including undivided interests) in property, real, personal, intangible or mixed, wherever located, including commodities, options, securities of all kinds, bonds, debentures, notes (secured or unsecured), general and limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investments trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts; to arrange for appropriate disposition, use, safekeeping and/or insuring of any such property; to sell (including short sales) and terminate any investments; to establish, utilize and terminate savings, cash and money market accounts, credit card accounts, credit facilities, accounts (including margin accounts) with securities brokers and managing agency accounts with fiduciaries; to employ and terminate the services of financial and investment advisors, brokers, agents and consultants;

D. to lease, sublease, release and otherwise deal with real and personal property; to eject tenants; to do any act of management, conservation, alteration, partition, demolition or improvement; to pay, compromise or contest tax and other assessments; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements;

- E. to exercise all rights, including voting and proxy rights, with respect to corporate securities, partnership interests, limited liability companies, proprietorships, co-tenancies and any other business enterprise in which I now own or hereafter acquire;
- F. to create, contribute to, withdraw, roll-over and exercise all participant rights, including settlement options and beneficiary designations, in all retirement and deferred compensation plans, IRA's and employee benefit plans;
- G. to establish, modify and terminate accounts of all kinds, including checking and savings, for me with financial institutions; to make deposits to and write checks on or make withdrawals from and grant security interests in all accounts; to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; to contract for any services rendered by any bank or financial institution;
- H. to have access to all safe-deposit boxes in my name (either alone or jointly with others); to add to and remove from the contents of any such safe deposit box;
- I. to institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me, my property, rights to cash, property, rights and/or benefits to which I am now or may in the future become entitled (and for the purposes of Social Security benefits, my Agent is appointed as my "Representative Payee") or property rights, in any way, including claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that the loss resulting therefrom will or may fall on me and otherwise engage in litigation involving me, my property or any interest of mine;
- J. to borrow money for my account and to secure such borrowing with any property or interests in property which I may now or hereafter own; to borrow money upon any life insurance policies owned by me;
- K. to execute a revocable trust agreement with such trustee or trustees as my Agent shall select, and including such terms and dispositions as my Agent determines reasonable and appropriate; to deliver and convey any or all of my assets to the trustee thereof; to add any or all of my assets to any trust already in existence of which I am the trustor or a primary beneficiary, whether or not the same is revocable or irrevocable;
- L. to make gifts, grants or other transfers without consideration, either outright or in trust (including the forgiveness of indebtedness) to my spouse and/or such of my ancestors or lineal descendants and/or their spouses (including my Agent if my Agent bears such relationship to me) as my Agent shall select; provided, however, any such gifts to my lineal descendants and/or their spouses shall be equal in amount to each member of each class of beneficiaries receiving such gifts; to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code and any successor sections thereto and/or similar provisions of any state or local gift tax laws; to pay any gift tax that may arise by reason of such gift;
- M. to renounce or resign from any fiduciary position to which I have been appointed or elected; to renounce and disclaim any property or interest in property or powers to which I may become entitled; to release or abandon any property or interest in property or powers which I may now or hereafter own, including any interests in or rights over trusts (including the right to alter, amend, revoke or terminate) and to exercise any right to claim an elective share in any estate or under any will;
- N. to insure my life or the life of anyone in whom I have an insurable interest; to continue or terminate life insurance policies now or hereafter owned by me on either my life or the lives of others; to select any options under such policies; to increase coverage under any such policy; to pursue all insurance claims on my behalf; to purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support;
- O. to represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift, excise, sales and other tax returns of all kinds, including joint returns, 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 consents, extensions, elections, settlements, claims, split gifts, closing agreements and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year between the years 1985 and 2040; to pay taxes due, post bonds, receive confidential information and contest deficiencies; to represent me or obtain professional representation for me in all tax matters and

proceedings of all kinds and for all periods between the year 1985 and 2040 before all officers of the Internal Revenue Service and state and local authorities;

P. to support and/or continue to support any person whom I have undertaken to support or to whom I may owe an obligation of support; however, if I have been legally separated or divorced from my spouse, any support provided to such spouse by my Agent shall be limited to the support required by law.

Q. to lend money and property at such interest rate, if any, and upon such terms and conditions, and with such security, if any, as my Agent may deem appropriate; to renew, extend, and modify any such loans or loans that I may have previously made;

R. to continue the operation of any business in which i have an interest, and discharge all responsibilities associated therewith, including joining in any plan of reorganization, consolidation or merger of such business, selling, liquidating or closing out such business, representing me in establishing the value of any business under a "Buy-Sell" agreement.

## ARTICLE II

My Agents are authorized with respect to the control and management of my person and to matters involving my health and medical care, as follows:

A. to do all acts necessary for maintaining my customary standard of living, to provide living quarters, clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment.

B. to request, receive and review any information, verbal or written, regarding my personal affairs or my physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required in order to obtain such information, and to disclose such information to such persons, organizations, firms or corporations as my Agent shall deem appropriate;

C. to arrange (upon the execution of a certificate by an independent psychiatrist who has examined me and in whose opinions I am in immediate need of institutionalization because of mental disorders, alcoholism or drug abuse) for my voluntary admission to an appropriate hospital or institution for treatment of the diagnosed problem or disorder; to arrange for private psychiatric and psychological treatment for me; and to revoke, modify or withdraw consent to such hospitalization, institutionalization or private treatment which I or my Agent may have previously given;

D. to exercise my right of privacy to make decisions regarding my medical treatment and my right to be left alone even though the exercise of my right might hasten my death or be against conventional medical advice;

E. to grant releases to hospital staff, physicians, nurses and other medical and hospital administrative personnel who act in reliance on instructions given by my Agent or who render written opinions to my Agent in connection with any matters involving my health and medical care from all liability for damages suffered or to be suffered by me; to sign documents titled or purporting to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice" as well as any necessary waivers of or releases from liability required by any hospital or physician to implement my wishes regarding medical treatment or non-treatment.

## ARTICLE III

For the purpose of inducing all persons and entities (collectively "Person") to act in accordance with the instructions of my Agent given in this instrument or in reliance upon receipt of a copy or facsimile of this instrument, I hereby represent and agree that:

A. If this instrument is revoked or amended for any reason, including my death, I agree to indemnify and hold any Person harmless from any loss or damage suffered or liability incurred by such Person, including attorney fees and costs, as a result of acting in accordance with the instructions of my Agent under this instrument prior to the receipt by such Person of actual notice of any revocation or amendment.

B. No Person who acts in reliance upon any representations my Agent may make as to (a) the fact that my Agent's powers are then in effect, (b) the scope of my Agent's authority granted under this instrument, (c) my competency at the time this instrument is executed, (d) the fact that this instrument has not been revoked, or (e) the fact that my Agent continues to serve as my Agent, shall incur any liability to me, my estate, heirs, successors or assigns for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property.

C. The revocation or amendment of this instrument shall not affect the validity of this instrument or my liability under the indemnity described herein to any Person with reference to any transaction initiated by my Agent prior to the receipt by such Person of actual notice of such revocation or amendment.

#### ARTICLE IV

The following provisions shall apply:

A. This power of attorney shall continue in full force and effect until my death or until revoked by me in writing. This power of attorney shall not be revoked by my incapacity.

B. My Agent and my Agent's heirs, successors and assigns are hereby released and forever discharged from any and all liability to me, my estate, heirs, successors and assigns arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence. My Agent shall have no responsibility to make my property productive of income, to increase the value of my estate or to diversify my investments. My Agent shall have no liability for entering into transactions authorized by this instrument with my Agent in my Agent's individual capacity so long as my Agent believes in good faith that such transactions are in my best interests or the best interests of my estate and those persons interested in my estate.

C. My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental competence to determine if any actions need be taken under this instrument.

D. If any part of any provision of this instrument shall be invalid or unenforceable, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

E. This instrument shall be governed and construed by the laws of the state of Oregon.

F. This instrument may be amended or revoked by me, and my Agent and any alternate agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent and to all alternate agents.

#### ARTICLE V

A. I nominate my Agents to serve as my guardian, conservator and/or in any similar representative capacity. If any Agent is unwilling or unable to serve or to continue to serve in such capacity then I nominate the remaining agent(s) to serve in such capacity.

ARTICLE VI

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

IN WITNESS WHEREOF, I have executed this Power of Attorney this 5 day of June, 2001.

Katherine E. Davis

Katherine E. Davis, Principal

WITNESS:

Reatha E Brink

Signature

Reatha E Brink

Printed Name

STATE OF OREGON

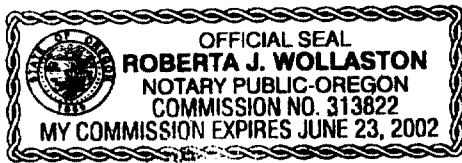
)

) ss.

County of Klamath

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This instrument was acknowledged before me on this 5<sup>th</sup> day of June, 2001, by Katherine E. Davis.



Roberta J. Wollaston

NOTARY PUBLIC FOR OREGON

My Commission Expires: 6/23/2002

