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Heather A. Kmetz  
Sussman Shank LLP  
1000 SW Broadway, Suite 1400  
Portland, OR 97205

**DURABLE POWER OF ATTORNEY BY LLOYD N. GASS**

1. Appointment. I, **LLOYD N. GASS**, hereby make, constitute and appoint **KATHLEEN L. SOUTHWELL** my Agent and attorney-in-fact ("my Agent").

2. Powers. My Agent has all the powers of an absolute owner over my assets and liabilities, whether located within or outside the State of Oregon. These powers include, without limitation, the power to:

2.1. Support. Make expenditures for my health, education, support, maintenance, and general welfare, to enable me to maintain the standard of living that I maintained before I became incapacitated.

2.2. Managing and Disposing of Assets. Take possession of, retain, change the form of, manage, maintain, improve, lease, grant options on, encumber, convey, 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.

2.3. Checks and Notes. Receive, endorse, sign, sell, discount, deliver, and deposit checks, drafts, notes, and negotiable or nonnegotiable instruments, including any drawn on the Treasury of the United States or the state of Oregon or any other state or governmental entity.

2.4. 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; 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.

2.5. 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 the name of my Agent's nominee or in unregistered form.

2.6. 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 does 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 will be binding and conclusive upon all persons.

2.7. 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.

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

2.9. 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.

2.10. 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.

2.11. Collections. Demand and collect any money or property owed to me and give a receipt or discharge for the money or property collected.

2.12. Debts. Pay my debts and other obligations.

2.13. 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.

2.14. Borrowing. Borrow in any manner and on any terms my Agent considers to be in my best interests, and give security for repayment.

2.15. Lending. Lend funds to any person, provided that the loan is adequately secured and bears a reasonable rate of interest.

2.16. Taxes and Assessments. Do the following with respect to any year, up through and including the year of my death: 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.

2.17. Government Benefits. Perform any act necessary or desirable (including acting as representative payee) 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 includes 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 is consistent with my existing estate plan to the extent reasonably possible.

2.18. 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 will consider the effect of disclaimer on taxes that may be payable, on qualification for government benefits, and on my existing estate plan.

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

2.20. 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.

2.21. 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.

2.22. Mail. Redirect my mail.

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

2.24. 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.

2.25. Gifts. Make gifts and consent to split gifts on my behalf, whether outright, in trust, or in custodianship, to or for the benefit of my lineal descendants and any charitable organizations that I have supported during my life.

2.25.1. Gifts made under this paragraph are limited to the amount that may be given free of tax under Sections 2503, 2505, 2513, 2522, and 2523 of the Internal Revenue Code or any successor statute.

2.25.2. Gifts made under this paragraph will be consistent with my existing estate plan to the extent reasonably possible and with the reduction or elimination of estate and inheritance taxes payable by reason of my death.

2.25.3. My Agent has the power to make withdrawals from my revocable trust for the purpose of making gifts, or may direct the trustee to make gifts, authorized under this paragraph.

2.25.4. The power granted under this paragraph does not include the power to make gifts to or for the benefit of my Agent.

2.26. Trusts. Establish a revocable or irrevocable trust, withdraw property from a trust, amend or terminate a trust, and transfer any of my real or personal property to a trust, provided that such action is consistent with my existing estate plan to the extent reasonably possible.

2.27. Beneficiary Designation. Designate or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any beneficiary designation is consistent with my existing estate plan to the extent reasonably possible.

2.28. Waiver of Privileges. Waive any attorney-client, physician-patient, or other professional privilege which would otherwise protect me against the disclosure of confidential information, in order to obtain information from the professional.

2.29. Release of Medical Records. Seek review of my medical records, and execute releases of confidential information from medical providers, and consult with my physicians and care providers to the same extent as my health care representative; however, I leave decisions about my health care to my health care representative under Oregon law. My agent, **KATHLEEN L. SOUTHWELL**, and the successors may seek review of my medical records, and execute HIPAA authorizations for release of protected health information (PHI under federal regulations and Oregon law) from medical providers and insurers or other third party payors, and consult with

my physicians, insurers or third party payors, and care providers to the same extent as my health care representative and will be considered a personal representative (along with my health care representative) for health care disclosure under 2003 federal HIPAA regulations and Oregon law; however, I leave directing my health care to my health care representative under Oregon law.

2.30. Substitution and Delegation. Appoint and substitute for my Agent any nominee or agent to exercise the powers granted in this instrument and revoke the appointment or substitution at any time.

2.31. 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 under this power of attorney, as fully as I might do personally. I ratify and confirm all acts performed pursuant to this power of attorney.

3. General Authority. I authorize my Agent for me in my name generally to do and perform all and every act and thing necessary or desirable to conduct, manage and control all my business and my property, wheresoever situated, and whether now owned or hereafter acquired, as my Agent may deem for my best interests and to execute and acknowledge any and all instruments necessary or proper to carry out the foregoing powers, hereby releasing all third persons from responsibility for my Agent's acts and omissions, and I empower my Agent to indemnify all such persons against loss, expense and liability.

4. Third Party Reliance. Third parties who rely in good faith on the authority of my Agent under this power of attorney are not 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. My Agent may sue or pursue other action against any third party who refuses to honor this power of attorney.

5. Termination. This Power of Attorney may be terminated by:

5.1. My written notice to my Agent and, if this Power of Attorney has been recorded, by recording the written instrument of revocation in the office of the recorder or auditor of the place where the Power of Attorney was recorded;

5.2. Written notice of revocation by a conservator of my estate; and

5.3. By my death, on actual knowledge or receipt of written notice by my Agent.

6. Nomination of Guardian and Conservator. To the extent permitted by state law, I nominate my Agent to act as my guardian and conservator if I become incapacitated.

7. Durability. The powers granted to my Agent under this power of attorney will continue to be exercisable even though I have become disabled or incompetent.

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

I have signed this power of attorney on January 04, 2008.

Lloyd N. Gass  
LLOYD N. GASS

STATE OF OREGON       )  
                                  ) ss.  
County of Klamath       )

On January 04, 2007, before me personally appeared **LLOYD N. GASS** and acknowledged to me that he executed this power of attorney freely and voluntarily.

Stacy M. Osborn  
Notary Public for Oregon  
My Commission Expires: March 1, 2010

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