

After Recording Return to:

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FILED
SPRINGFIELD, WASH
BY David W. Meyer

AUG 26 10 03 AM '03

J. MICHAEL WILSON

GENERAL DURABLE POWER OF ATTORNEY GIVEN BY KENNETH G. SAMSEL AS PRINCIPAL

I, **Kenneth G. Samsel**, as principal (the "Principal") have this day appointed **Gabriel Keene Samsel** to serve as my Agent ("Agent") with power of attorney. I authorize my Agent to exercise the powers set forth below.

ARTICLE 1 ASSET POWERS

1.1 **Asset Powers.** My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me including, without limitation, the power to sell, buy, invest, convey, manage real and personal property, operate a business, exercise rights in securities, demand and receive payment, borrow money, open and maintain safe deposit boxes, prosecute and defend legal actions, comply with all tax laws and make loans. This grant to my Agent is with full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, and by my signature below I am hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this Durable Power of Attorney and the powers herein granted.

1.2 **Additions to Trust.** My Agent is authorized to transfer all or any part of my assets to a trust created by me alone or in conjunction with one or more other persons and already in existence at the time of the creation of this power if the trust provides that the income and principal shall be paid to me or applied for my benefit during my lifetime.

ARTICLE 2 CARE AND CONTROL OF THE PERSON

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person as follows:

2.1 **Power to Provide for Principal's Support.** To do all acts necessary for maintaining my customary standard of living, to provide living quarters by purchase, lease or other arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortization payments, repairs and taxes, to provide normal

domestic help for the operation of my household, to provide 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.

2.1.1 Protect or Dispose of Property. If in the judgment of my Agent I will never be able to return to my living quarters from a hospital, hospice, nursing home, convalescent home or similar establishment, to lease, sublease or assign my interest as lessee in any lease or protect or sell or otherwise dispose of my living quarters (investing the proceeds of any such sale as my Agent deems appropriate) for such price and upon such terms, conditions and security, if any, as my Agent shall deem appropriate; and to store and safeguard or sell for such price and upon such terms, conditions and security, if any, as my Agent shall deem appropriate or otherwise dispose of any items of tangible personal property remaining in my living quarters which my Agent believes I will never need again (and pay all costs thereof);

2.1.2 Inter Vivos Delivery to Will Beneficiary. And as an alternative to such storage and safeguarding, to transfer custody and possession (but not title) for such storage and safekeeping of any such tangible personal property of mine to the person, if any, named in my Will as the recipient of such property.

2.2 Power to Make Advance Funeral Arrangements. To make advance arrangements for my funeral and/or burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate.

2.3 Power to Make Anatomical Gifts. To make anatomical gifts which will take effect at my death to such persons and organizations as my Agent shall deem appropriate, and to execute such papers and do such acts and things as shall be necessary, appropriate, incidental or convenient in connection with such gifts.

ARTICLE 3 HEALTH CARE

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time to exercise the authority described below relating to matters involving my health and medical care. In exercising the authority granted to my Agent herein, my Agent is instructed to discuss with me the specifics of any proposed decision regarding my medical care and treatment if I am able to communicate in any manner, even by blinking my eyes. My Agent is further instructed that if I am unable to give an informed consent to medical treatment, my Agent shall give or withhold such consent for me based upon any treatment choices that I have expressed while competent, whether under this instrument or otherwise. If my Agent cannot determine the treatment choice I would want made under the circumstances, then my Agent should make such choice for me based upon what my Agent believes to be in my best interests. Accordingly, my Agent is instructed as follows:

3.1 Power of Access and Disclosure of Medical Records and Other Personal Information. 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.

3.2 Power To Employ and Discharge Health Care Personnel. To employ and discharge medical personnel including physicians, psychiatrists, dentists, nurses, and therapists as my Agent shall deem necessary for my physical, mental and emotional well-being.

3.3 Power to Give or Withhold Consent to Medical Treatment. To give consent to any medical procedures, tests or treatments, including surgery; to arrange for my hospitalization, convalescent care, hospice or home care; to summon paramedics or other emergency medical personnel and seek emergency treatment for me, as my Agent shall deem appropriate; and under circumstances in which my Agent determines that certain medical procedures, tests and treatments are no longer of any benefit to me or, based on instructions previously given by me are not desired by me regardless of benefit to me, to revoke, withdraw, modify or change consent to such procedures, tests and treatments, as well as hospitalization, convalescent care, hospice or home care which I or my Agent may have previously allowed or consented to or which may have been implied due to emergency conditions. My Agent should try to discuss the specifics of any proposed decision regarding my medical care and treatment with me if I am able to communicate in any manner, even by blinking my eyes. If I am unconscious or otherwise unable to communicate with my Agent, then my Agent's decision should be guided by taking into account (1) the foregoing provisions of this paragraph; (2) any preferences that I may previously have expressed on the subject; (3) what my Agent believes I would want done in the circumstances if I were able to express myself; and, (4) any information given to my Agent by the physicians treating me as to my medical diagnosis and prognosis.

3.4 Power to Protect My Right of Privacy. 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.

3.5 Power to Authorize Relief from Pain. To consent to and to arrange for the administration of pain-relieving drugs of any kind, or other surgical or medical procedures calculated to relieve my pain even though their use may lead to permanent physical damage, addiction or even hasten the moment of (but not intentionally cause) my death; to authorize, consent to and arrange for unconventional pain relief therapies which my Agent believes may be helpful to me; provided, however, under no event shall my Agent have the authority to consent to any therapy or other procedure which induces convulsion, psychosurgery, amputation or other psychiatric or mental health procedure limited by Washington statutes.

3.6 Power to Grant Releases. To grant, in conjunction with any instructions given under this article, 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 matter described in this article from all liability for damages 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 necessary waivers of or releases from liability required by any hospital or physician to implement my wishes regarding medical treatment or non-treatment.

ARTICLE 4 INCIDENTAL POWERS

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient of such exercise or exercises, including without limitation the following:

4.1 Resort to Courts. To seek on my behalf and at my expense:

4.1.1 A declaratory judgment from any court of competent jurisdiction interpreting the validity of any or all acts authorized by this instrument, but

such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument;

4.1.2 A mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation or other entity obligated to comply with instructions given by me;

4.1.3 Actual and punitive damages against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

4.2 Hire and Fire. To employ, compensate and discharge such domestic and professional personnel, including but not limited to lawyers, accountants, brokers, financial consultants, advisors, consultants, companions, servants and employees as my Agent deems appropriate.

4.3 Sign Documents, Etc. To execute, endorse, seal, acknowledge, deliver and file or record agreements, instruments or conveyance of real and personal property, instruments granting and perfecting security instruments and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions and certificates.

4.4 Borrow, Spend, Liquidate, Secure. To expend my funds and to liquidate my property or to borrow money in order to produce such funds and to secure any such borrowings with security interests in any property, real, personal, or intangible that I may now or hereafter own.

4.5 Supplement this Instrument. 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.

4.6 Power to do Miscellaneous Acts. To open, read, respond to and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds, to take and give or deny custody of all of my important documents including, but not limited to, my Will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities and to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, any interest of mine or to any person for whom I am responsible; to house or provide for housing, support and maintenance of any animals or other living creatures that I may own, and to contract for and pay the expenses of their proper veterinary care and treatment; and if the care and maintenance of such animals or other living creatures shall become unreasonably expensive or burdensome in my Agent's opinion, to irrevocably transfer such animals to some person or persons willing to care for and maintain them.

ARTICLE 5 THIRD PARTY RELIANCE

For the purpose of including all persons, organizations, corporations and entities including, but not limited to, any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or party to act in accordance with the instructions of my Agent given in this instrument, I hereby represent, warrant and agree that:

5.1 Third Party Liability for Revocation and Amendments. If this instrument is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold any person, organization, corporation or entity (hereinafter

referred to in the aggregate as "Person") harmless from any loss suffered, or liability incurred by such Person in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such Person of actual notice of any such revocation or amendment.

5.2 Agent Has Power to Act Alone. The powers conferred on my Agent alone and my Agent's signature or act under the authority granted in this instrument may be accepted by Persons 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. Consequently, all acts lawfully done by my Agent hereunder are done with my consent, and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me and my heirs, assigns and personal representatives.

5.3 No Liability to Third Parties for Reliance on Agent. 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, my heirs 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.

5.4 Authorization to Release Information to Agent. All Persons from whom my Agent may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs and assigns for complying with my Agent's requests.

5.5 Authorization to Release Medical Information. I hereby authorize all physicians and psychiatrists who have treated me, and all other providers of health care, including hospitals, to release to my Agent all information or photocopies of any records for which my Agent may request. If I am incompetent at the time my Agent shall request such information, all Persons are authorized to treat any such request for information by my Agent as the request of my legal representative, and to honor such requests on that basis. I hereby waive all privileges which may be applicable to such information and records and to any communication pertaining to me and made in the course of any confidential relationship recognized by law to the extent necessary to disclose such information to my Agent. My Agent may also disclose such information to such Persons as my Agent shall deem appropriate.

ARTICLE 6 RESTRICTIONS ON POWERS

Notwithstanding any provision herein to the contrary, my Agent:

6.1 Prohibition on Power Over Life Insurance on Agent's Life. Shall have no power or authority whatsoever with respect to any interest I may own in any policy of insurance on the life of my Agent.

6.2 Prohibition on Power Over Prior Transfer. Shall have no power or authority whatsoever with respect to any irrevocable trust as to which I am a trustee or beneficiary.

6.3 Prohibition on Power to Benefit Agent. Shall be prohibited (except as specifically authorized in this instrument) from (a) appointing, assigning or

designating any of my assets, interests or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate; (b) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such assets to pass in any one calendar year directly or indirectly to my Agent or his estate; (c) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others (excluding those whom I am equally with my Agent legally obligated to support).

ARTICLE 7 DURABILITY PROVISION

This Power of Attorney is effective immediately and shall not be affected by subsequent disability or incapacity of the Principal.

ARTICLE 8 NOMINATION OF CONSERVATOR OR GUARDIAN

I nominate and/or petition for the appointment of my Agent as primary, successor or alternate guardian, guardian ad litem or conservator or to any fiduciary office (all of such offices of guardian, et al., being hereinafter referred to as "Personal Representative") representing me or any interest of mine, to grant to any such Personal Representative all of the powers under applicable law that I am permitted to grant; and, to waive any bond requirement for such Personal Representative that I am permitted by law to waive.

ARTICLE 9 ADMINISTRATIVE PROVISIONS

9.1 Reimbursement of Agent. My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument.

9.2 No Duty to Monitor Health. 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.

9.3 Severability. If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, 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 provision of this instrument.

9.4 Governing Law and Applicability to Foreign Jurisdictions. This instrument shall be governed by the laws of the State of Washington in all respects, including its validity, construction, interpretation and termination and, to the extent permitted by law, shall be applicable to all property of mine, real, personal, intangible or mixed, wherever and in whatever state of the United States or foreign country the *situs* of such property is at any time located and whether such property is now owned by me or hereafter acquired by me or for me by my Agent.

9.5 Definitions. Whenever the word:

9.5.1 "Agent", or any modifying or equivalent word or substituted pronoun therefor is used in this instrument, such word or words shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof.

9.5.2 "Guardian" or "Conservator", or any modifying or equivalent word or substituted pronoun is used in this instrument, such word or words shall be held and taken to mean, respectively, the fiduciary (appointed by a court of competent

jurisdiction or by other lawful means) responsible for the person and/or the property of an individual.

9.6 Revocation, Removal, Amendment and Resignation. This instrument may be amended or revoked by me, and my 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. If this 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. My Agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or in the case of an alternate agent, by delivery to my Agent.

9.7 Photocopies. My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

IN WITNESS WHEREOF, I have executed this Power of Attorney this 22 day of August, 2003.

Kenneth G. Samsel
Kenneth G. Samsel, Principal

Witness:
David W. Meyer
(Signature of Witness)

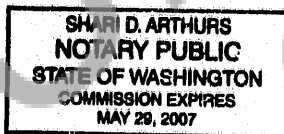
David W. Meyer
(Printed Name of Witness)

STATE OF WASHINGTON)

County of Clark)

On this 22nd day of August, 2003, before me personally appeared the Principal, Kenneth G. Samsel, and acknowledged this instrument to be his free and voluntary act and deed for the uses and purposes herein mentioned on oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Shari D. Arthurs
Notary Public in and for the State of Washington
Residing at Vancouver
My Commission Expires: 5/29/03

The undersigned acknowledges and accepts appointment as Agent under this instrument.

Gabriel Keene Samsel
Gabriel Keene Samsel, Agent

Witness:
David W. Meyer
(Signature of Witness)

David W. Meyer
(Printed Name of Witness)

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