RETURN TO:
Charles H. Buckley, Jr.
BAUM, ETENGOFF & BUCKLEY
900 Washington Street, Suite 760
Vancouver, WA 98660

DURABLE POWER OF ATTORNEY

1. <u>Designation.</u> *CARL LANDERHOLM*, as Principal, designates *KAREN ANNE LANDERHOLM* as attorney-in-fact for the Principal.

2. <u>Effectiveness; Duration.</u> This power of attorney shall become effective immediately, shall not be affected by the disability or incompetence of the Principal, and shall continue until revoked or terminated under paragraph 5, notwithstanding any uncertainty as to whether the Principal is dead or alive.

3. <u>Powers.</u> The attorney-in-fact shall have all of the powers of an absolute owner over the assets and liabilities of the Principal, whether located within or without the State of Washington. These powers shall include, without limitation, the power and authority specified below.

3.1 <u>Real Property.</u> The attorney-in-fact shall have authority to purchase, take possession of, lease, sell, convey, exchange, mortgage, release and encumber real property or any interest in real property.

3.2 <u>Personal Property.</u> The attorney-in-fact shall have authority to purchase, receive, take possession of, lease, sell, assign, endorse, exchange, release, mortgage and pledge personal property or any interest in personal property.

3.3 <u>Financial Accounts.</u> The attorney-in-fact shall have the authority to deal with accounts maintained by or on behalf of the Principal with institutions (including, without limitation, banks, savings and loan associations, credit unions and securities dealers). This shall include the authority to maintain and close existing accounts, to open, maintain and close other accounts, and to make deposits, transfers and withdrawals with respect to all such accounts.

3.4 <u>United States Treasury Bonds.</u> The attorney-in fact shall have the authority to purchase United States Treasury Bonds, which may be redeemed at par in payment of federal estate

tax.

3.5 <u>Moneys Due.</u> The attorney-in-fact shall have authority to request, demand, recover, collect, endorse and receive all moneys, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due the Principal.

3.6 <u>Claims Against Principal.</u> The attorney-in-fact shall have authority to pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness against the Principal and, in so doing, use any of the Principal's funds or other assets or use funds or other assets of the attorney-in-fact and obtain reimbursement out of the Principal's funds or other assets.

3.7 <u>Legal Proceedings.</u> The attorney-in-fact shall have authority to participate in any legal action in the name of the Principal or otherwise. This shall include (a) actions for attachment, execution, eviction, foreclosure, indemnity and any other proceeding for equitable or injunctive relief and (b) legal proceedings in connection with the authority granted in this instrument.

3.8 <u>Written Instruments.</u> The attorney-in-fact shall have the power and authority to sign, seal, execute, deliver and acknowledge all written instruments and do and perform each and every act and thing whatsoever which may be necessary or proper in the exercise of the powers and authority granted to the attorney-in-fact as fully as the Principal could do if personally present.

3.9 <u>Safe Deposit Box.</u> The attorney-in-fact shall have the authority to enter any safe deposit box in which the Principal has a right of access.

3.10 <u>Transfers to Trust.</u> The attorney-in-fact shall have the authority to transfer assets of all kinds to the trustee of any trust which

(a) is for the sole benefit of the Principal as to the Principal's separate property or

(b) is for the sole benefit of the Principal and the Principal's spouse as to their community property, and which terminates at the Principal's death as to the Principal's property with the Principal's property distributable to the personal representative of the Principal's estate.

3.11 <u>Disclaimer.</u> The attorney-in-fact shall have the authority to disclaim any interest, as defined in RCW 11.86.010, in any property to which the Principal would otherwise succeed, and to decline to act or resign if appointed or serving as an officer, director, executor, trustee or other fiduciary.

3.12 <u>Health Care Decisions.</u> If two of the Principal's attending physicians determine that the Principal is not competent as defined in RCW 11.88.010(1)(b), the attorney-in-fact shall have the authority to make health care decisions for the Principal and to provide informed consent to health care on behalf of the Principal as provided in RCW 11.94.010(3). I request that the

medical providers keep my attorney-in-fact informed as to my medical status and that the attorney-in-fact be allowed to make all medical decisions for the Principal.

4. Guardianship. In the event the Principal is found to be incompetent by a court of law, either partially or fully, then the Principal directs the attorney-in-fact be appointed his guardian during that period of time. In the event the attorney-in-fact is unable or unwilling to so act, that she be allowed to decide who should be appointed Guardian of the principal.

5. Limitations on Powers. Except for the authority specifically stated in Article 3, the attorney-in-fact shall not have authority to make, amend, alter, revoke or change any life insurance policy, employee benefit, or testamentary disposition of the Principal's property or to make any gifts of such property or to exercise any power of appointment.

6. Termination. This power of attorney may be terminated by

(a) the Principal by written notice to the attorney-in-fact 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 was recorded;

(b) a Guardian of the estate of the Principal after court approval of such revocation; or

(c) the death of the Principal upon actual knowledge or receipt of written notice by the attorney-in-fact.

7. Accounting. Upon request of the Principal or the Guardian of the estate of the Principal or the personal representative of the Principal's estate, the attorney-in-fact shall account for all actions taken by the attorney-in-fact for or on behalf of the Principal.

8. Reliance. Any person acting without negligence and in good faith in reasonable reliance on this power of attorney shall not incur any liability thereby. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs and personal representatives of the Principal.
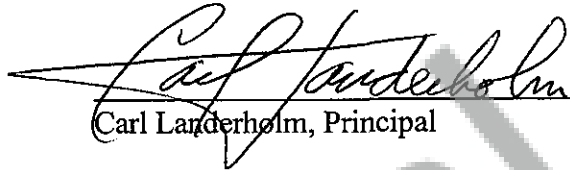
9. Indemnity. The estate of the Principal shall hold harmless and indemnify the attorney-in-fact from all liability for acts done in good faith and not in fraud of the Principal.

10. Nomination of Guardian. The Principal nominates *KAREN ANNE LANDERHOLM* as Guardian of the person's estate and person if protective proceedings for the Principal's person or estate are ever commenced.

11. <u>Applicable Law.</u> The laws of the State of Washington shall govern this power of attorney.

DATED THIS _10th_ day of _November_, 2005.

_____
Carl Landerholm, Principal

STATE OF WASHINGTON)
                                         : ss
County of Clark   )

On this day personally appeared before me **CARL LANDERHOLM**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the purposes therein mentioned.

GIVEN under my hand and official seal on this ___10th___ day of ___Nov___, 2005.

PAMELA M. SULLIVAN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JANUARY 1, 2009
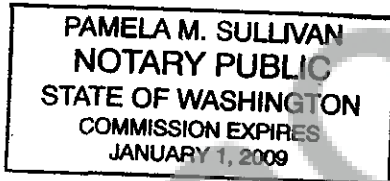
_____
NOTARY PUBLIC in and for the State of Washington, residing at _Vancouver, WA_
My appointment expires on _01-01-09_