

2012-005464

Klamath County, Oregon



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05/21/2012 10:33:28 AM

Fee: \$67.00

Return to:
Suzanne Schulz
4585 Wolf Run Dr.
Medford, OR 97504

DURABLE POWER OF ATTORNEY

I, SUZANNE A. SCHULZ, residing at 4585 WOLF RUN DRIVE, MEDFORD, OREGON 97504, hereby appoint LINDA LUCILLE MACDONALD, as my Attorney-in-Fact ("Agent").

I hereby revoke any and all general powers of attorney that previously have been signed by me. However, the preceding sentence shall not have the effect of revoking any powers of attorney that are directly related to my health care that previously have been signed by me.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to:

1. Support. Make expenditures for my health, education, support, maintenance, and general welfare, and for the health, education, support and maintenance of any members of my immediate family who are or become dependent upon me for support.
2. Managing and Disposing of Assets. Take possession of; retain, change the form of; manage, maintain, improve, lease, grant options on, encumber, 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.
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.
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 association, credit unions, loan companies, thrift institutions, mutual fund companies, investment advisors, brokerage firms, and other similar institutions.
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 including transactions involving margin accounts or commodities contracts with any financial institution; and hold my securities in the name of my Agent's nominee or in unregistered form.
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 shall 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 shall be binding and conclusive upon all persons.

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.

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

9. Flower Bonds. Purchase U. S. Treasury bonds redeemable at par in payment of federal estate tax, and borrow funds and pledge the bonds as collateral to make the purchases.

10. 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.

11. 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.

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

13. Debts. Pay my debts and other obligations.

14. 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.

15. Borrowing. Borrow in any manner and on any terms my Agent considers to be in my best interests including borrowing from my Agent's own funds, and give security for repayment.

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

17. Taxes and Assessments. Do the following with respect to any tax year upon which the statute of limitations has not run and twenty-five (25) years thereafter; 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 and state forms, 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.

18. Government Benefits. Perform any act necessary or desirable in order for me (or my spouse if I am married) 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 shall include 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 shall be consistent with my existing estate plan to the extent reasonably possible.

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

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

21. 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 accounting with a court or settling by formal or informal methods.

22. 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.

23. Mail. Redirect my mail.

24. Custody of Documents. Take custody of important documents, including my Will, Trust Agreements, deeds, life insurance policies and contracts.

25. 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.

26. Gifts. Make gifts and consent to split gifts on my behalf; whether outright, in my trust; or in custodianship, to or for the benefit of my spouse, if I am married, my lineal descendants and the spouse's of my lineal descendants, those persons who would be entitled under Oregon Law to receive my intestate property at my death (but specifically excluding those persons described in Oregon Laws 1993, Chapter 598, Section 4), and any charitable organizations to which I have contributed.

(a). Gifts made under this paragraph shall be limited to the amount eligible for exclusion from taxable gifts under Section 2503 of the Internal Revenue Code or any successor statute.

(b). The power granted under this paragraph shall not include the power to make gifts to or for the benefit of my Agent, my Agent's estate, my Agent's creditors, the creditors of my Agent's estate, or any person whom my Agent has a legal duty to support.

(c). Gifts made under this paragraph shall 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.

27. Trusts. Establish a revocable or irrevocable trust, amend or terminate an existing trust, and transfer any of my assets to the trustee of any trust created by me, if such trust is in existence at the time of such transfer and sign for me and act on my behalf as Trustee.

28. Beneficiary Designations. Designate or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any beneficiary designation shall be consistent with my existing estate plan to the extent reasonably possible. This power includes the power to designate my Agent as a beneficiary.

29. 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.

30. Perform Other Acts to Carry Out the Power Granted. Execute and deliver any written instrument and perform any other act necessary or desirable to carry out any of the powers granted to my Agent or my Special Agent under this power of attorney, as fully as I might do personally. I ratify and confirm all acts performed by my Agent or my Special Agent pursuant to this power of attorney.

31. Third Party Reliance. Third parties who rely in good faith on the authority of my Agent or my Special Agent under this power of attorney shall not be liable to me, to my estate, or to my heirs, successors, or assigns. Third parties without actual notice or revocation may conclusively rely on the continued validity of this power of attorney. If requested, my Agent or my Special Agent shall furnish, and a third party may conclusively rely on, an affidavit or certificate stating that (1) I was competent at the time this power of attorney was executed (2) the power of attorney has not been revoked, (3) my Agent or my Special Agent continues to serve as attorney-in-fact under the power of attorney, and (4) my Agent or my Special Agent is acting within the scope of authority granted under the power of attorney. My Agent or my Special Agent may sue or pursue other action against any third party who refuses to honor this power of attorney after such an affidavit or certificate has been provided.

32. Medical Records. My Agent shall have access to all my medical records from any physician, hospital, clinic and or any other facility at which I have received advice or treatment. My Agent shall have the right to full disclosure from any physician, hospital or clinic regarding my

medical condition and medical care and treatment. My Agent shall have the right to discuss treatment alternatives, medication, and any other issues regarding my medical care with any physician, hospital, clinic or any other facility at which I am receiving or have received advice or treatment. My Agent shall have access to all of my medical records and I intentionally waive any limits under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) which would in any way limit my Agent's access to my medical records and medical information.

33. Catastrophic Illness Powers. If my agent determines that it is in my best interests to qualify for Oregon Health Plan or SSI benefits, Veteran's Aid and Attendance benefits, and/or similar federal or state benefits (hereinafter "Governmental Benefits"), and it is foreseeable that failure to do so may cause health related expenses to be incurred which may deplete, or substantially reduce, my assets, and/or those of my spouse, (hereinafter "Catastrophic Illness Expenses"), he or she is authorized to do the following, consistent with the dispositive provisions of my estate plan:

A. Converting "Non-Exempt Assets" to "Exempt Assets". For purposes of applying the foregoing:

(1) The term "Exempt Assets" are those of my assets which are not considered to be resources in determining my eligibility for Governmental Benefits.

(2) The term "Non-Exempt Assets" are those of my assets which are not Exempt Assets.

B. Acquisition of assets which may not be counted as a resource for purposes of determining eligibility, such as an annuity.

C. Gifting of Exempt Assets or Non-Exempt Assets to my spouse or to other persons, as may be necessary or advisable to carry out the purposes of this provision; provided however, that any gifts to my agent shall be done if at all by the successor agent, unless limited for my agent's health, education, maintenance.

D. Sale or exchange of my assets, even if a period of ineligibility for Governmental Benefits may result.

E. Minimizing the share of cost requirements and making maximum utilization of the "name on the instrument" rule, as those terms are used in MCCA and/or state law or regulation.

F. In addition all powers above, my agent shall have the express authority to take the following action(s) consistent with the dispositive provisions of my estate plan:

(1) To amend, modify or revoke, in whole or in part, any trust established by the principal;

(2) Remove any assets from a trust in which the principal is a Settlor thereof;

(3) Create a revocable or irrevocable trust and transfer or gift any assets into such trust.

(4) Effect a disclaimer or exercise a power of appointment.

(5) Effect a transfer of the principal's residence, or any interest therein, to the principal's spouse, if any, or to other transferees under applicable laws and regulations then in effect, including transmuting such residence to the separate property of the principal's spouse;

(6) Effect a transfer of any of the principal's real or personal property, or any interest therein, to the principal's spouse, if any, or to other transferees under applicable laws and regulations then in effect, including transmuting such assets therein;

(7) Execute occupancy agreements on behalf of the principal concurrently with making a gift of any real property or any interest therein;

(8) Make outright gifts of real or personal property, even to the extent such gifts may be in excess of the annual gift tax exclusion amount, to the principal's spouse, if any, and/or other transferees;

(9) Change a beneficiary designation and/or when appropriate, to change ownership, on the principal's behalf, on any or all of the principal's insurance policies, annuity policies;

(10) Take any other action that the agent in the agent's best judgment considers necessary to accomplish the goals and objectives set forth herein.

34. Governing Law. The validity and construction of this power of attorney shall be determined under Oregon Law.

My Agent shall be entitled to reasonable compensation for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred in connection with this power of attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent, if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence. This Power of Attorney shall continue effective until my death. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated: 4/19/12

SUZANNE A. SCHULZ

STATE OF OREGON)
) ss.
COUNTY OF JACKSON)

On 4/19/12, before me, the undersigned, a Notary Public in and for said County and State, personally appeared SUZANNE A. SCHULZ known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Stacey R. McNichols
Notary Public for Oregon

My Commission expires: 1/4/15

