

1st 216590- ALF

RECORDING COVER SHEET

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DO NOT AFFECT THE TRANSACTION(S) CONTAINED
IN THE INSTRUMENT ITSELF.

2013-012199

Klamath County, Oregon

10/30/2013 12:10:33 PM

Fee: \$67.00

After Recording Return To:

**Higgins & Benjamin
Attorneys at Law
PO Box 20570
Greensboro, NC 27420-0570**

1. Title(s) of the Transaction(s) ORS 205.234(a):

Durable Power of Attorney

2. Direct Party/Grantor(s) and address ORS 205.125(1)(b) and ORS 205.160:

Robert N Kelleher

3. Indirect Party/Grantee(s) and address ORS 205.125(1)(a) and ORS 205.160:

Scott V Kelleher and Kristin K Paolano

4. Send Tax Statements To:

No Change

5. True and Actual Consideration:

N/A

6. Deed Reference:

F.
72.00

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

DURABLE POWER OF ATTORNEY

I, **ROBERT N. KELLEHER**, of Guilford County, North Carolina, hereby appoint **SCOTT V. KELLEHER and KRISTIN K. PAOLANO**, or the survivor, my Attorney-in-Fact for me, and give such persons full power to act in my name, place and stead in any way which I myself would do if I were personally present with respect to the following matters to the extent that I am permitted by law to act through an agent:

- (1) Real Property Transactions. - To lease, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as said Attorney-in-Fact shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens, mortgage, subject to deeds of trust, and in any way or manner deal with all or any part of any interest in real property whatsoever, that the principal owns at the time of execution or thereafter acquire, for under such terms and conditions, and under such covenants, as said Attorney-in-Fact shall deem proper.
- (2) Personal Property Transactions. - To lease, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as said Attorney-in-Fact shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens and mortgages, and hypothecate, and in any way or manner deal with all or any part of any personal property whatsoever, tangible or intangible, or any interest therein, that the principal owns at the time of execution or thereafter acquire, under such terms and conditions, and under such covenants, as said Attorney-in-Fact shall deem proper.
- (3) Bond, Share and Commodity Transactions. - To request, ask, demand, sue for, recover, collect, receive, and hold and possess any bond, share, instrument of similar character, commodity interest or any instrument with respect thereto together with the interest, dividends, proceeds, or other distributions connected therewith, as now are, or shall

hereafter become, owned by, or due, owing payable, or belonging to, the principal at the time of execution or in which the principal may thereafter acquire interest, to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in the name of the principal for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute, and deliver for the principal, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same.

- (4) Banking Transactions. - To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loan or other institutions or associations for the principal.
- (5) Safe Deposits. - To have free access at any time or times to any safe deposit box or vault to which the principal might have access as lessee or owner and to remove or add to the contents of such safe deposit box.
- (6) Business Operating Transactions. - To conduct, engage in, and transact any and all lawful business of whatever nature or kind for the principal.
- (7) Insurance Transactions. - To exercise or perform any act, power, duty, right or obligation whatsoever in regard to any contract of life, accident, health, disability or liability insurance or any combination of such insurance procured by or on behalf of the principal prior to execution; and to procure new, different or additional contracts of insurance for the principal and to designate the beneficiary of any such contract of insurance, provided, however, that the agent himself cannot be such beneficiary unless the agent is spouse, child, grandchild, parent, brother or sister of the principal.
- (8) Estate Transactions. - To request, ask, demand, sue for, recover, collect, receive, and hold and possess all legacies, bequests, devises, as are, owned by, or due, owing, payable, or belonging to, the principal at the time of execution or in which the principal may thereafter acquire interest, to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in the name of the principal for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute, and deliver for the principal, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same, and to renounce or disclaim, in whole or in part, any right to receive property and any right to exercise fiduciary powers or be appointed as a fiduciary.
- (9) Personal Relationships and Affairs. - To do all acts necessary for maintaining the customary standard of living of the principal, the spouse and children, and other dependents of the principal; to provide medical, dental and surgical care, hospitalization and custodial care for the principal, the spouse, and children, and other dependents of the principal; to continue whatever provision has been made by the principal; for the principal, the spouse, and children, and other dependents of the principal, with respect to automobiles, or other means of transportation; to continue whatever charge accounts have been operated by the principal, for the convenience of the principal, the spouse, and children, and other dependents of the principal to open such new accounts as the Attorney-in-Fact shall think to be desirable for the accomplishment of any of the purposes

enumerated in this section, and to pay the items charged on such accounts by any person authorized or permitted by the principal or the Attorney-in-Fact to make such charges; to continue the discharge of any services or duties assumed by the principal, to any parent, relative or friend of the principal; to continue payments incidental to the membership or affiliation of the principal in any church, club, society, order or other organization, or to continue contributions thereto. In the event the Attorney-in-Fact makes a decision regarding the health care of the principal that is contradictory to a decision made by a health care agent appointed pursuant to Article 3 of Chapter 32A, the decision of the health care agent shall overrule the decision of the Attorney-in-Fact.

- (10) Social Security and Unemployment. - To prepare, execute and file all social security, unemployment insurance and information returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government.
- (11) Benefits from Military Service. - To execute vouchers in the name of the principal for any and all allowances and reimbursements payable by the United States, or subdivision thereof, to the principal, arising from or based upon military service and to receive, to endorse and to collect the proceeds of any check payable to the order of the principal drawn on the treasurer or other fiscal officer or depository of the United States or subdivision thereof; to take possession and to order the removal and shipment, of any property of the principal from any post, warehouse, depot, dock or other place of storage or safekeeping, either governmental or private, to execute and to deliver any release, voucher, receipt, bill of lading, shipping ticket, certificate or other instrument which the agent shall think to be desirable or necessary for such purpose; to prepare, to file and to prosecute the claim of the principal to any benefit or assistance, financial or otherwise, to which the principal is, or claims to be, entitled, under the provisions of any statute or regulation existing at the creation of the agency or thereafter enacted by the United States or by any state or by any subdivision thereof, or by any foreign government, which benefit or assistance arises from or is based upon military service performed prior to or after execution.
- (12) Tax. - For all tax years ending in 1990 through 2089, to prepare, execute, verify and file in the name of the principal and on behalf of the principal any and all types of tax returns, amended returns, declaration of estimated tax, report, protest, application for correction of assessed valuation of real or other property, appeal, brief, claim for refund, or petition, including petition before the Tax Court of the United States, in connection with any tax imposed or proposed to be imposed by any government, or claimed, levied or assessed by any government, and to pay any such tax and to obtain any extension of time for any of the foregoing; to execute waivers or consents agreeing to a later determination and assessment of taxes than is provided by any statute of limitations; to execute waivers of restriction on the assessment and collection of deficiency in any tax; to execute closing agreements and all other documents, instruments and papers relating to any tax liability of any sort; to institute and carry on through counsel any proceeding in connection with determining or contesting any such tax or to recover any tax paid or to resist any claim for additional tax on any proposed assessment or levy thereof; and to enter into any agreements or stipulations for compromise or other adjustments or disposition of any tax.
- (13) Employment of Agents. - To employ agents such as legal counsel, accountants or other professional representation as may be appropriate and to grant such agents such powers of

attorney or other appropriate authorization as may be required in connection with such representation or by the Internal Revenue Service or other governmental authority.

- (14) Retirement Plan Transactions. - To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.
- (15) Generally. - To exercise for my benefit all rights, powers and privileges of every kind which I might exercise; including but not limited by those enumerated in North Carolina General Statute Chapter 32A as it now or hereafter exists.
- (16) Inter Vivos Gifts. - To make gifts which are gift tax deductible and income tax deductible under the provisions of the Federal Internal Revenue Code, and the Attorney-in-Fact may, but need not, take into consideration my past pattern of giving with regard to personal and charitable gifts, and my Attorney-in-Fact may make such gifts for the care, maintenance and support of such individuals as he deems appropriate, may make gifts for estate tax, income tax, or other estate planning reasons, and may make gifts for any combination of these reasons. If the Attorney-in-Fact is my spouse or one of my issue he/she is further specifically empowered and authorized to make gifts to himself/herself consistent with my estate planning or tax planning needs.
- (17) Trusts. - To transfer, assign and convey all or any portion of my property, of whatsoever kind and wheresoever situated, to, and withdraw property from, any Trust, and to exercise any power exercisable by me pursuant to any Trust.
- (18) Disclosure of Protected Health Information. - I intend for my Attorney-in-Fact to be treated as I would be with respect to my rights regarding the use and disclosure of my Protected Health Information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164. I authorize any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health care provider, any insurance company and the Medical Information Bureau Inc. or other health care clearinghouse that has provided treatment or services to me or that has paid for or is seeking payment from me for such services to give, disclose and release to my Attorney-in-Fact, without restriction all of my Protected Health Information and medical records regarding any past, present or future medical or mental health condition or care, to include all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness and drug or alcohol abuse. The authority given my Attorney-in-Fact shall supersede any prior agreement that I may have made with my health care providers to restrict access to or disclosure of my Protected Health Information. Information disclosed by a health care provider pursuant to this authorization is subject to

re-disclosure and may no longer be protected by the privacy rules of 45 CFR 164. The authority given my Attorney-in-Fact has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

- (19) Bankruptcy. - To initiate a case, sign documents, represent me in court hearings, and act on my behalf in any manner I could myself on all matters and things related to a bankruptcy case under Title 11 of the United States Code filed before the U.S. Bankruptcy Court for the Middle District of North Carolina, or any other district in the United States.

ADMINISTRATION

- a. **EFFECTIVENESS.** My Attorney-in-Fact shall be authorized to act pursuant to this Power of Attorney upon receipt of an executed and notarized statement, which shall be attached hereto, from my attending physician, that I am no longer capable of taking care of my financial matters, or as I shall direct in writing.
- b. **AUTHORITY OF ATTORNEY-IN-FACT.** The above named Attorneys-in-Fact shall serve jointly unless one is not reasonably available, is unable or unwilling to act, or dies or resigns as an Attorney-in-Fact in which case the other named Attorney-in-Fact shall be authorized and empowered to act alone. I direct that my Attorneys-in-Fact who are then serving must reach a unanimous decision on all material issues. My Attorneys-in-Fact who are then serving may by written document authorize one of the then serving Attorneys-in-Fact to sign checks and perform other acts that will be binding on all of the then serving Attorneys-in-Fact.
- c. **SUBSTITUTION OF ATTORNEY-IN-FACT.** I also give my Attorney-in-Fact and any Successor Attorney-in-Fact full power to appoint another to act as my Attorney-in-Fact and full power to revoke such appointment.
- d. **DURABLE POWER OF ATTORNEY.** This Power of Attorney is executed pursuant to the provisions of North Carolina General Statutes Section 32A-8 and shall not be affected by my subsequent incapacity or mental incompetence.
- e. **NOMINATION OF CONSERVATOR OR GUARDIAN OF ESTATE.** If, following execution of this durable Power of Attorney, a court of my domicile appoints a guardian of my person or estate, conservator, or other fiduciary charged with the management of all my property or all of my property except specified exclusions, in those events, or any of them, I nominate as that guardian, conservator, or other fiduciary, that person who is my Attorney-in-Fact under this durable Power of Attorney at the time of the appointment by the court.
- f. **COMPENSATION.** Prior to my becoming incapacitated or mentally incompetent, my Attorney-in-Fact shall be entitled to those commissions which, from time to time and in writing, I authorize and approve. From and after my incapacity or mental incompetency, then my Attorney-in-Fact shall receive subsequent thereto those commissions which are fixed and provided for by law.
- g. **INVENTORIES.** My Attorney-in-Fact shall not be required to make or file any inventories or accounts with any court, but accounts shall be rendered to me annually.
- h. **BOND.** My Attorney-in-Fact and any Successors shall serve as such without Bond.

i. **RATIFICATION**. I do hereby ratify and confirm all things so done by my Attorney-in-Fact within the scope of the authority herein given as fully and to the same extent as if done by me personally.

j. **REVOCATION OF PRIOR POWERS OF ATTORNEY**. All Powers of Attorney for any purpose (other than health care) heretofore filed or executed by me are hereby revoked.

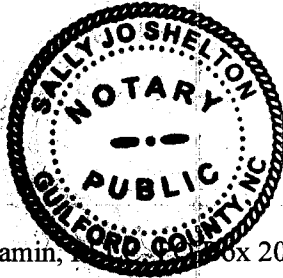
IN WITNESS WHEREOF I have hereunto set my hand and seal this the 24th day of July, 2012.

Robert N. Kelleher (SEAL)
ROBERT N. KELLEHER

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

On this 24th day of July, 2012 personally appeared before me, the said named **ROBERT N. KELLEHER** to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

Sally Jo Shelton
Sally Jo Shelton, Notary Public



My commission expires:
04/04/2014

Prepared by: Peter J. Miller, Higgins Benjamin, Box 20570, Greensboro, NC 27420