

AFTER RECORDING  
RETURN TO: DEBRA EDGEMAN  
435 HANKS ST.  
KLAMATH FALLS, OR 97601

60865 AM

2015-008887  
Klamath County, Oregon  
08/10/2015 02:03:11 PM  
Fee: \$62.00

DURABLE POWER OF ATTORNEY  
NOTICE

THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE CALIFORNIA PROBATE CODE §§4400-4465. THE POWERS LISTED IN THIS DOCUMENT DO NOT INCLUDE ALL POWERS THAT ARE AVAILABLE UNDER THE PROBATE CODE. ADDITIONAL POWERS AVAILABLE UNDER THE PROBATE CODE MAY BE ADDED BY SPECIFICALLY LISTING THEM UNDER THE SPECIAL INSTRUCTIONS SECTION OF THIS DOCUMENT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, MARION E. EDGEMAN, JR., individually and as Trustee of MARION E. EDGEMAN, JR. AND IRIS L. EDGEMAN 1992 REVOCABLE TRUST, appoint STEVEN E. EDGEMAN and DEBRA E. EDGEMAN, as my co-agents (attorneys-in-fact) to act for me in any lawful way with respect to the following initialed subjects; in the event that STEVEN E. EDGEMAN or DEBRA E. EDGEMAN, for any reason, fails or ceases to act as my co-agent (attorney-in-fact), I appoint the other of them, as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

INITIAL

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|-------|-----|--|
| _____ | (A) | Real property transactions.  |
| _____ | (B) | Tangible personal property transactions.   |
| _____ | (C) | Stock and bond transactions.   |
| _____ | (D) | Commodity and option transactions.   |
| _____ | (E) | Banking and other financial institution transactions.  |
| _____ | (F) | Business operating transactions.   |
| _____ | (G) | Insurance and annuity transactions.  |
| _____ | (H) | Estate, trust, and other beneficiary transactions.   |
| _____ | (I) | Claims and litigation.   |
| _____ | (J) | Personal and family maintenance.   |
| _____ | (K) | Benefits from social security, medicare, medicaid, or other governmental programs, or civil or military service. |
| _____ | (L) | Retirement plan transactions.  |
| _____ | (M) | Tax matters.   |
| _____ | (N) | ALL OF THE POWERS LISTED ABOVE.  |

YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

### **SPECIAL INSTRUCTIONS:**

#### **IN ADDITION TO THE POWERS LISTED IN LINES (A) TO (N) ABOVE, THE AGENT IS EMPOWERED TO DO ALL OF THE FOLLOWING:**

- (1) Establish a trust with property of the principal for the benefit of the principal and the spouse and descendants of the principal, or any one or more of them, upon such terms as the agent determines are necessary or proper, and transfer any property in which the principal has an interest to such trust, including, but not limited to, the operation of, transfers to and from, management and control, and any and all other acts pertaining to the **MARION E. EDGEMAN, JR. AND IRIS L. EDGEMAN 1992 REVOCABLE TRUST**.
- (2) Notwithstanding probate code section 4264, as amended, the agent hereunder is expressly empowered to create, to modify, or amend the trust in conformity with the provisions below. The agent, where necessary, may also exercise the right to make a disclaimer on behalf of the principle. A significant purpose of above-referenced trust is to transfer property for the benefit of the trust beneficiaries in a manner that reduces adverse tax consequences, including consequences related to transfer taxes, income taxes, and real property taxes. Since it is not possible to ascertain which tax laws will apply at any particular time in the future, the agent is authorized to exercise any power on behalf of the principle, to modify or amend the above-referenced trust, including any trust to be established in the future under the provisions of the above-referenced trust. These powers may be exercised only to the extent reasonably necessary for accomplishing tax saving objectives. Notwithstanding the foregoing, the agent is not authorized by this power of attorney to:
  - (a) Remove or otherwise change the trustee or amend provisions concerning rights to serve as trustee or successor trustee;
  - (b) Directly or indirectly deprive the trustee of the ability to determine trust investments;
  - (c) Eliminate or reduce the obligation of the trustee to report matters concerning trust beneficiaries or render accounts;
  - (d) Modify a provision concerning trustee compensation;
  - (e) Modify a provision concerning trustee liability for breach of trust;
  - (f) Remove property from the control of the trustee, except to the extent necessary to fund gifts authorized under this power of attorney.
- (3) Exercise in whole or in part, release, or let lapse any power the principal may have under any trust whether or not created by the principal, including any power of appointment, revocation, or withdrawal, but a trust created by the principal may only be modified or revoked by the agent as proved in the trust instrument.
- (4) Make a gift, grant, or other transfer without consideration to or for the benefit of the spouse or descendants of the principal or a charitable organization, or more than one or all of them, either outright or in trust, including the forgiveness of indebtedness and the completion of any charitable pledges the principal may have made; consent to the splitting of gifts under Internal Revenue Code Section 2513, or successor sections, if the spouse of the principal makes gifts to any one or more of the descendants of the principal or to a charitable institution; pay any gift tax that may arise by reason of those gifts.
- (5) Loan any of the property of the principal to the spouse or descendants of the principal, or their personal representatives or a trustee for their benefit, the loan bearing such interest, and to be secured or unsecured, as the agent determines advisable.
- (6) In general, and in addition to all the specific acts enumerated, do any other act which the principal can do through an agent for the welfare of the spouse, children, or

dependents of the principal or for the preservation and maintenance of other personal relationships of the principal to parents, relatives, friends and organizations.

**REGARDLESS OF ANY OTHER POSSIBLE LANGUAGE TO THE CONTRARY IN THIS DOCUMENT, THE AGENT IS SPECIFICALLY *NOT* GRANTED THE FOLLOWING POWERS:**

- (1) To use the Principal's assets for the Agent's own legal obligations, including but not limited to support of the Agent's dependents;
- (2) To exercise any trustee powers under an irrevocable trust of which the Agent is a settlor and the Principal is a trustee;
- (3) To exercise incidents of ownership over any life insurance policies that the Principal owns on the Agent's life; or
- (4) To contractually consent to processes of alternate dispute resolution including arbitration, mandatory arbitration, and mediation.

**ON THE FOLLOWING LINES, YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.**

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**UNLESS YOU DIRECT OTHERWISE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.**

This power of attorney will continue to be effective even though I become incapacitated.

**STRIKE THE PRECEDING SENTENCE IF YOU DO NOT WANT THIS POWER OF ATTORNEY TO CONTINUE IF YOU BECOME INCAPACITATED.**

**EXERCISE OF POWER OF ATTORNEY WHERE  
MORE THAN ONE AGENT DESIGNATED**

If I have designated more than one agent, the agents are to act

Separately.

**IF YOU HAVE APPOINTED MORE THAN ONE AGENT AND YOU WANT EACH AGENT TO BE ABLE TO ACT ALONE WITHOUT THE OTHER AGENT JOINING, WRITE THE WORD "SEPARATELY" IN THE BLANK SPACE ABOVE. IF YOU DO NOT INSERT ANY WORD IN THE BLANK SPACE, OR IF YOU INSERT THE WORD "JOINTLY", THEN ALL OF YOUR AGENTS MUST ACT OR SIGN TOGETHER.**

I agree that any third party who receives a copy of this document may act under it. A third party may seek identification. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this 1<sup>st</sup> day of December, 2014.

  
MARION E. EDGEMAN, JR.,  
Individually

  
MARION E. EDGEMAN, JR.,  
Trustee

**BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.**

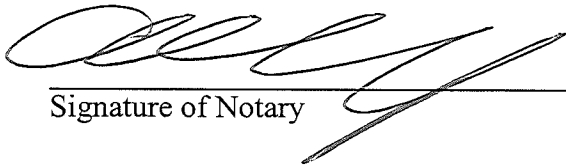
**CERTIFICATE OF ACKNOWLEDGMENT OF  
NOTARY PUBLIC**

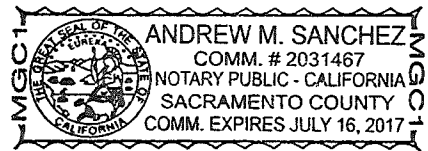
State of California

County of Sacramento

On 12/1, 2014, before me, Andrew M. Sanchez, a Notary Public, personally appeared MARION E. EDGEMAN, JR. who proved to me on the basis of satisfactory evidence to be the person(s) whose name[s] is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary



(Seal)