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AFTER RECORDING RETURN TO:

06/08/2021 09:21:59 AM

Fee: \$102.00

Gregory N. Miller
45 Jack Nicklaus Drive
Medford, Oregon 97504

DURABLE POWER OF ATTORNEY

I, GREGORY N. MILLER, of Medford, Oregon, appoint my daughter, JENNIFER JEAN SCHADE of Klamath Falls, Oregon as my agents and attorney-in-fact ("my Agent"), with the following power and authority, to perform and act as my Agent and fiduciary within the scope of authority granted herein in good faith, with my best interests always in mind, to use my property solely for my benefit and consistent with my existing estate plan to the extent reasonably possible, and to provide full and accurate accountings to me, my attorneys and my fiduciaries, upon the request of any of them:

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. After consultation with and upon agreement in writing of my alternate agent named under this power of attorney, my agent may 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, in any manner and on any terms my agent considers to be in my best interests, including, but not limited to, any real property in which I have an ownership interest, including the following real properties: Commercial building on Bartlett Street, Medford, Oregon; commercial building on Central Avenue, Medford, Oregon; commercial building on East Main Street, Medford, Oregon; townhome located in Central Point, Oregon; 431 Main Street, Klamath Falls, Oregon; and unimproved lots in Klamath Falls, Oregon. It is my intention that this power of attorney be recorded before my agent acts under it in respect to my real property. Furthermore, my Agent shall not use this power of attorney to engage in professional real estate activity, and therefore, my Agent shall not receive any compensation with respect to actions my Agent undertakes with respect to my real property, unless my Agent is a real estate professional duly licensed under applicable state law.

3. Checks and Notes. Receive, endorse, sign, sell, discount, deliver and deposit checks, drafts, notes and negotiable or nonnegotiable instruments, drawn on the Treasury of the United States or the State of Oregon or any other state or governmental entity.

4. Financial Institutions. After consultation with and upon agreement in writing of my alternate agent named under this power of attorney, my agent may 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 associations, credit unions, loan companies, thrift institutions, mutual fund companies, investment advisors, brokerage firms, and other similar institutions.

5. Investment 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 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 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 on all persons. **However**, my Agent shall have **no** authority to change any beneficiary designations.

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, including, but not limited to, my partnership interests in MILL-ORR PROPERTIES; my partnership with HENSELMAN AND BENDICKSON; and my partnership with HENSELMAN, BENDICKSON, WOOTON AND PEARSON

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

9. 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, provided that such actions are consistent with my existing estate plan to the extent reasonably possible. **However**, my Agent shall have **no** authority to change any beneficiary designations.

10. 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.

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

12. Debts. Pay my debts and other obligations.

13. 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.

14. 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.

15. Lending. After consultation with and upon agreement in writing of my alternate agent named under this power of attorney, my agent may lend funds to any person (including my Agent), provided that the loan is adequately secured and bears a reasonable rate of interest.

16. Taxes and Assessments. Do the following with respect to all current, prior and subsequent years: 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, state, 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 my elections available under federal or state tax law; and delegate authority or substitute another representative with respect to all matters described in this paragraph.

17. Government Benefits. Perform any act necessary or desirable in order for me to qualify for and receive all types of government benefits, including Medicare, Medicaid, Social Security, veterans', and workers' compensation benefits.

18. 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.

19. 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 accountings with a court or settling by formal or informal methods.

20. 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.

21. Mail. Redirect my mail.

22. Custody of Documents. Take custody of important documents, including any Will, trust agreements, deeds, life insurance policies, and contracts.

23. Employees and Advisors. Employ, compensate, and discharge attorneys, accountants, investment advisors, property managers, custodians, physicians, dentists, nurses, household help, and others to render service to me or for my benefit.

24. Gifts. Make gifts and consent to split gifts on my behalf, whether outright, in trust, or in custodianship, to or for the benefit of my lineal descendants and any charitable organizations to which I have contributed.

24(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.

24(b). 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 death.

25. Nomination of Guardian and Conservator. To the extent permitted by state law, I nominate JENNIFER JEAN SCHADE of Klamath Falls, Oregon, as my guardian and conservator if I become incapacitated. In the event that JENNIFER JEAN SCHADE is unable or unwilling to serve, or continue to serve, I nominate SARAH JEAN NEFF of Medford, Oregon, as my guardian and conservator. In the event that SARAH JEAN NEFF is unable or unwilling to serve, or continue to serve, I nominate MATTHEW GREGORY MILLER of Lake Charles, Louisiana, as my guardian and conservator.

26. Medical Records. My Agent may seek review of my medical records, and execute HIPAA authorization for release of protected health information (PHI under federal regulations and Oregon law) from medical providers and insurers or other third party payors, and consult with my physicians, insurers or third party payors, and care providers to the same extent as my health care representative and shall be considered a personal representative (along with my health care representative) for health care disclosure under 2003 federal HIPAA regulations and Oregon law; however, I leave directing my health care to my health care representative under Oregon law.

27. Perform Other Acts to Carry Out the Powers 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 under this power of attorney, as fully as I might do personally. I ratify and confirm all acts performed by my Agent pursuant to this power of attorney.

28. Third Party Reliance. Third parties who rely in good faith on the authority of my 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 of revocation may conclusively rely on the continued

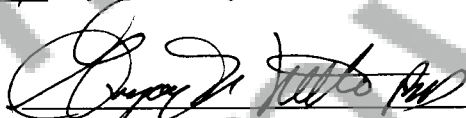
validity of this power of attorney. If requested, my Agent shall furnish, and a third party may conclusively rely on, an affidavit or certificate stating that (1) I was competent at the time this power of attorney was executed, (2) the power of attorney has not been revoked, (3) my Agent continues to serve as attorney-in-fact under the power of attorney, and (4) my Agent is acting within the scope of authority granted under the power of attorney. My 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.

29. Alternate Agent. If JENNIFER JEAN SCHADE is unable or unwilling to act as my Agent then I appoint SARAH JEAN NEFF as my agent and attorney. If SARAH JEAN NEFF is unable or unwilling to act as my Agent, then I appoint MATTHEW GREGORY MILLER as my agent and attorney in fact. The term "my Agent" in this power of attorney shall include any co-agent who is authorized to act under this paragraph.

30. Durability. The powers granted to my Agent under this power of attorney shall continue to be exercisable even though I have become disabled or incompetent.

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

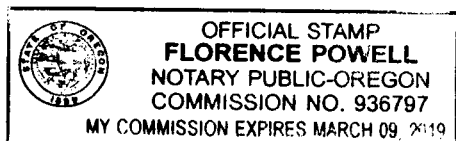
I have signed this power of attorney this 29 day of January, 2019.

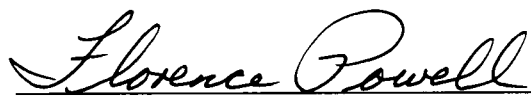


GREGORY N. MILLER

STATE OF OREGON)
) ss.
County of Jackson)

On this 29 day of January, 2019, before me personally appeared GREGORY N. MILLER and acknowledged to me that he executed this power of attorney freely and voluntarily.





Notary Public for Oregon
My commission expires: 3/9/2019

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