

After Recording, Return To:  
Johnson & Taylor, LLC  
Attn: Brittany A. Sumner  
1193 Liberty Street SE  
Salem, OR 97302

DURABLE POWER OF ATTORNEY FOR  
VALERIE B. WHITEMORE



09/17/2024 08:00:48 AM

Fee: \$112.00

**ARTICLE 1  
PRINCIPLE AND AGENT**

I, **Valerie B. Whittemore**, of Albany, Oregon, appoint **Sarah E. Kretschmer** as my Agent ("my Agent"). If **Sarah** is unable, unwilling, or fails to act as my Agent, I appoint **Mark J. Kretschmer** as my Agent. An Alternate agent may act during any period when my Agent is temporarily unable to act. The term "my Agent" in this power of attorney includes any alternate agent who is authorized to act under this paragraph.

**ARTICLE 2  
GRANT OF AUTHORITY**

I, **Valerie B. Whittemore**, of Albany, Oregon, intend to create a Durable Power of Attorney under the law of the state of Oregon. I grant to my Agent and any Successor Agent, with respect to each subject contained below, the authority to act and choose on my behalf. I reserve the right to amend or revoke this instrument by way of a written instrument of revocation or amendment, delivered to my Agent and to all Successor Agents.

**ARTICLE 3  
POWERS OF AGENT**

My Agent shall have all the rights, powers, and authority to:

3.1 **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.

3.1(a) **HEALTH INFORMATION.** Receive, review, and consent to the disclosure of my medical records. I expressly waive any physician-patient privilege or other privilege which otherwise would protect me against the disclosure of confidential information. In addition, despite my privacy rights under the Health Insurance Portability and Accountability Act (HIPAA), I specifically authorize any health care professional or facility to disclose all health information about me to my Agent. I designate my Agent as my personal representative for purposes of HIPAA.

3.1(b) **ASSISTANCE IN MY HOME.** In the event that I require long-term care, make expenditures for care and services that I may need in order to remain in my own home. This power includes the authority to pay for the services of my Agent, family members, and friends who provide in-home care or services for me, or who arrange for or manage care and services for me.

3.1(c) LONG-TERM CARE OUTSIDE MY HOME. Make expenditures to contract and pay for long-term care outside my home if my Agent determines that I cannot receive the services I need in my home. If my spouse is in a long-term care facility, I prefer to be in the same facility.

3.1(d) DISABILITY AND LONG-TERM CARE. At my Agent's sole discretion, purchase, pay the premiums for, and collect the proceeds of disability or long-term care insurance and apply those proceeds for my benefit. This power shall not be construed to impose any obligation on either my Agent or me to maintain disability or long-term care insurance for my benefit.

3.1(e) PETS. Provide or arrange for my pets' housing, support, and maintenance, including proper veterinary care and treatment. This power includes the power to make end-of-life decisions for my pets, including euthanasia, after considering their quality of life, pain and suffering, and chances of meaningful recovery. Any will or trust providing for the care of my pets must prevail over the provisions of this paragraph.

3.1(f) RECREATION AND TRAVEL. Provide opportunities for me to engage in recreational and sports activities, including travel, as my health permits.

3.1(g) COMPANIONSHIP. Provide for such companionship for me as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself. This includes the authorization to provide for the presence of religious clergy, and to maintain my memberships in religious organizations.

3.2 MANAGE AND DISPOSE 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 that I now own or that is later acquired by me or on my behalf, in any manner and on any terms my Agent considers to be in my best interests.

3.3 DIGITAL ASSETS. Access, modify, control, archive, transfer, and delete my digital assets. Digital assets include my sent and received emails, email accounts, digital music, digital photographs, digital videos, gaming accounts, software licenses, social-network accounts, file sharing accounts, financial accounts, domain registrations, Domain Name System (DNS), service accounts, blogs, listservs, web-hosting accounts, tax-preparation service accounts, online stores and auction sites, online accounts, and any similar digital assets that currently exists or may be developed as technology advances. My digital assets may be stored on the cloud or on my own digital devices. My agent may access, use, and control my digital devices in order to access, modify, control, archive, transfer, and delete my digital assets – this power is essential for access to my digital assets that are only accessible through my digital devices. Digital devices include desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar hardware that currently exists or may be developed as technology advances.

3.4 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.

3.5 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 associations, credit unions, loan companies, thrift institutions, mutual fund companies, investment advisors, brokerage firms, and other similar institutions.

3.6 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 with any financial institution; and hold my securities in the name of my Agent's nominee or in unregistered form.

3.7 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 does 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.

3.8 BUSINESS INTERESTS. Continue to conduct or participate in any business in which I may be engaged or to carry out, modify or amend any agreement to which I may be a party, and to sell, exchange, modify or terminate such interest to or with such person or persons as my agent may deem proper and on such terms and with such security as my agent may deem appropriate; execute partnership agreements, and amendments; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; elect or employ officers, directors and agents; carry out the provisions of any agreement for the sale of any business interest or the stock in it.

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

3.10 U.S. TREASURY 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 purchase.

3.11 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.

3.12 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.

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

3.14 DEBTS. Pay my debts and other obligations.

3.15 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.

3.16 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.

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

3.18 TAXES AND ASSESSMENTS. Do the following with respect to any year through and including the year of my death: 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 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.

3.19 GOVERNMENT BENEFITS. Perform any act necessary or desirable (including acting as representative payee) in order for me, or my spouse, or my family 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.

3.20 DISCLAIMER. Disclaim any property, interest in property, or power to which I may be entitled, except where an interest passes to my Agent as a result of the disclaimer; 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.

3.21 ELECTIVE SHARE RIGHTS. Exercise any right to claim an elective share in any estate or under any will.

3.22 FIDUCIARY POSITIONS. Resign from or renounce on my behalf fiduciary positions, including personal representative, trustee, conservator, guardian, agent, 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.

3.23 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.

3.24 MEMBERSHIP PLANS AND ACCOUNTS. Manage and use on my behalf membership plans and accounts, including but not limited to "frequent flyer" accounts, "frequent purchaser" accounts, rebate plans, etc. This power includes the power to establish new accounts in my name; to withdraw from or use the benefits of such accounts for my benefit; and to close such accounts.

3.25 MEMBERSHIPS. Continue or discontinue any memberships that I may have in clubs, associations, or organizations of any type.

3.26 MAIL. Receive, sign for, open, read, respond to, and redirect my mail; to represent me before the United States Postal Service in all matters relating to mail service.

3.27 CUSTODY OF DOCUMENTS. Take custody of important documents, including any will, trust agreements, deeds, life insurance policies, and contracts.

3.28 EMPLOYEES AND ADVISORS. Employ, compensate, and discharge attorneys, accountants, investment advisors, property managers, custodians, physicians, dentists, nurses, household help, and others who render services to me or for my benefit.

3.29 WAIVER OF PRIVILEGE. Waive any attorney-client or other professional privilege, which would otherwise protect me against the disclosure of confidential information, in order to obtain information from the professional.

3.30 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. If my Agent is unable or unwilling to act as my guardian or conservator, I nominate my alternate agent to act as my guardian or conservator.

3.31 COMPENSATION OF MY AGENT. Compensate my Agent for the reasonable value of my Agent's financial management services while acting under this power of attorney.

3.32 ACCOUNTING. My Agent shall be required to account within a reasonable period after receiving a request from any successor agent, my guardian, my personal representative, or me. During any period that a conservator is appointed for me, my Agent shall account to the conservator rather than to me.

3.33 GIFTS. Make gifts and consent to split gifts on my behalf, whether outright, in trust, or in custodianship, to or for the benefit of those persons who would be entitled under Oregon law to receive my intestate property at my death and any charitable organizations to which I have contributed.

3.33(a) LIMITATIONS ON AMOUNT. 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.

3.33(b) GIFTS TO MY AGENT. The power granted under this paragraph shall include the unlimited 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.

3.33(c) SCOPE OF GIFTS. 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.

3.33(d) WITHDRAWALS. My Agent shall have the power to make withdrawals from my revocable living trust for the purpose of making gifts authorized under this paragraph.

3.34 TRUSTS. Establish a revocable or irrevocable trust, amend or terminate an existing trust, and transfer any of my real or personal property to a trust, provided that the trust is consistent with my existing estate plan to the extent reasonably possible.

3.35 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.

3.36 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 under this power of attorney, as fully as I might do personally. I ratify and confirm all acts performed pursuant to this power of attorney.

**ARTICLE 4**  
**EFFECTIVENESS AND OTHER CONSIDERATIONS**

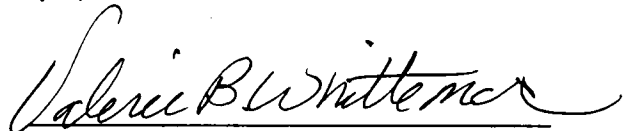
4.1 **THIRD PARTY RELIANCE.** Third parties who rely in good faith on the authority of my Agent under this power of attorney shall not be liable to me, to my estate, or to my heirs, successors, or assigns. Third parties without actual notice of revocation may conclusively rely on the continued validity 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 agent 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.

4.2 **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.

4.3 **GOVERNING LAW.** The validity and construction of this power of attorney shall be determined under Oregon law.

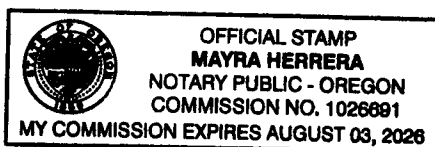
4.4 **EFFECTIVE DATE.** This power of attorney shall be effective upon execution.


I have signed this power of attorney this 14<sup>th</sup> day of **April, 2023**.

  
Valerie B. Whittemore

STATE OF OREGON                     )  
  ) ss:  
County of Marion                    )

On this 14<sup>th</sup> day of **April 2023**, before me personally appeared **Valerie B. Whittemore** and acknowledged to me that she executed this power of attorney freely and voluntarily.



  
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Notary Public for Oregon