

**LAST WILL  
AND TESTAMENT  
OF  
ANTONE R. ESCOBAR**

I, ANTONE R. ESCOBAR, being a resident of and domiciled within the State of Oregon, being of sound and disposing mind and memory, acting free of duress, undue influence, fraud or menace of any sort or nature whatsoever, do herewith make, publish, and declare this to be my Last Will and Testament, revoking all Wills or Codicils which may heretofore have been made by me.

FIRST ARTICLE: I direct that upon the happening of my death, my Personal Representative as hereinafter named, shall pay all of my just debts, expenses of last illness, funeral, or testamentary expenses as soon after the occurrence of my death as is practicable. Further, I direct that any tax or similar governmental obligation arising as a result of my death, or any transfer herein, be paid from the proceeds of my estate, so that each gift herein made be

A.E.  
LAST WILL AND TESTAMENT OF  
ANTONE R. ESCOBAR

free of such claim.

SECOND ARTICLE: For purposes of this, my Last Will and Testament, I declare that I am married, and my spouse's name is PAMELA GLYNN ESCOBAR. I have two adult children, now living, whose names are JOSEPH GLYNN ESCOBAR, born MARCH 25, 1966, and ANDREW DAVID ESCOBAR, born DECEMBER 28, 1967. All references in this will to my children refer to these children. No child of mine has predeceased me.

THIRD ARTICLE: All of my jewelry, clothing, household furniture and furnishings, books, silver, paintings, photographs, recreation and sporting equipment, family heirlooms and other tangible articles of a personal nature, or my interest in any such property, not otherwise specifically disposed of by this will or in any other manner, shall be distributed to my spouse, if she survives me. If my spouse does not survive me, this property shall be distributed to my children in substantially equal shares. If a child has predeceased me, that child's share shall be distributed to his descendants, per stirpes. Provided, however, if I have signed and dated a written memorandum left by me directing the distribution of such tangible personal property, then my personal



LAST WILL AND TESTAMENT OF  
ANTONE R. ESCOBAR

representative shall distribute such property in accordance with such memorandum.

FOURTH ARTICLE: In the event of my death, all the rest, residue, and remainder of my estate, of whatever nature or description, and wherever the same may be situated, however it may be classified, shall be distributed to my spouse, if she survives me. In the event that my spouse predeceases me, all the rest, residue, and remainder of my estate, of whatever nature or description, and wherever the same may be situated, however it may be classified, shall be distributed as follows:

| <u>Beneficiary</u>   | <u>Relationship</u> | <u>Share</u> |
|----------------------|---------------------|--------------|
| JOSEPH GLYNN ESCOBAR | Son                 | 50%          |
| ANDREW DAVID ESCOBAR | Son                 | 50%          |

If a beneficiary is not then living, that beneficiary's share shall be distributed to his then living descendants, per stirpes. If the beneficiary has no then living descendants, his share shall be distributed to my then living descendants, per stirpes. If I have no then living descendants, the residue shall be distributed pursuant to the FIFTH ARTICLE of this Last Will and Testament.

A. E.  
LAST WILL AND TESTAMENT OF  
ANTONE R. ESCOBAR

FIFTH ARTICLE: In the event of my death, and there are no beneficiaries under the FOURTH Article of this Last Will and Testament, then the remainder of my estate shall be distributed to those persons who would be my heirs had I died intestate owning such property.

The distribution of my estate, for purposes of this Last Will and Testament, shall be determined by the laws of descent and distribution for intestate estates in the state of Oregon for any distribution under this Section.

SIXTH ARTICLE: If any person, including a beneficiary, shall in any manner, directly or indirectly, attempt to contest or oppose the validity of this Last Will and Testament, or commences or prosecutes any legal proceedings to set this will aside, then in such event such person shall forfeit his or her share, cease to have any right or interest in my estate property, and shall be deemed to have predeceased me.

SEVENTH ARTICLE: I nominate and appoint PAMELA GLYNN ESCOBAR as Personal Representative of this, my Last Will and Testament. In the event of the death, resignation, disability, or refusal of PAMELA GLYNN ESCOBAR to so act, then in the alternative I nominate

A. E.  
LAST WILL AND TESTAMENT OF  
ANTONE R. ESCOBAR

and appoint JOSEPH GLYNN ESCOBAR to so act. In the event of the death, resignation, disability, or refusal of JOSEPH GLYNN ESCOBAR to so act, then in the alternative I nominate and appoint ANDREW DAVID ESCOBAR to so act. I direct that my Personal Representative shall serve without furnishing undertaking or bond as a condition to the performance of this office.

The Personal Representative of my estate shall have all the powers vested in such Personal Representative by the Probate Code of the State of Oregon.

IN WITNESS WHEREOF, I have set my hand this 25<sup>th</sup> day of May, 2021.

Antone R. Escobar  
ANTONE R. ESCOBAR

A. E.  
LAST WILL AND TESTAMENT OF  
ANTONE R. ESCOBAR

THE FOREGOING INSTRUMENT, consisting of six (6) pages, the fifth of which contains the signature, was at the date hereof signed by ANTONE R. ESCOBAR in our presence, in the presence of each of us and at the time of said signature, ANTONE R. ESCOBAR did declare this instrument to be his Last Will and Testament, requesting our presence and witnessing to his subscription and requesting our subscriptions hereto.

Edward M. Cantor

WITNESS

440 E Broadway Suite 100

Eugene, OR 97401

Roberto J. Cantor

WITNESS

440 E Broadway Suite

Eugene, OR 97401

A. E.

LAST WILL AND TESTAMENT OF  
ANTONE R. ESCOBAR

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR LANE COUNTY

|                             |   |                        |
|-----------------------------|---|------------------------|
| In the Matter of the Estate | ) |                        |
| of:                         | ) | NO.                    |
|                             | ) |                        |
| ANTONE R. ESCOBAR,          | ) | AFFIDAVIT OF ATTESTING |
|                             | ) | WITNESS OF WILL        |
| Deceased.                   | ) |                        |
|                             | ) |                        |
| STATE OF OREGON             | ) |                        |
|                             | ) | SS.                    |
| County of Lane              | ) |                        |

The undersigned, being sworn, say:

On the date of the attached Will of ANTONE R. ESCOBAR in the presence of each witness, said ANTONE R. ESCOBAR signed the same and declared it to be his Will, whereupon at his request and in his presence, I attested the Will by signing my name thereto.

To the best of my knowledge and belief, the Testator was at the time over the age of 18 years and of sound mind.

Edward M. Carter

Robert L. Carter

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2021.

[Signature]

Notary Public for Oregon  
My Commission Expires: 2/20/2023

A. E.

LAST WILL AND TESTAMENT OF  
ANTONE R. ESCOBAR

# **ESTATE PLANNING LETTER OF ANTONE R. ESCOBAR**

## **General Purpose of This Letter**

This letter is being written in conjunction with my Estate Planning and as a supplement to my Will and Living Trust. Wills, Trusts and some other Estate Planning instruments are governed by formal requirements and are not particularly well-suited to serve as simple or practical methods for communicating instructions or personal desires to family members. For these reasons, I have decided to write my family, Executor and Trustee, this informal letter to explain my Estate Planning objectives, with the hope that in several areas my ideas and wishes will be helpful in handling certain business and personal matters. However, the thoughts expressed in this letter should not be considered rigid or binding and they should always be tempered by a careful consideration of the facts and circumstances existing when a decision has to be made.

## **Relationship Between this Letter and My Will and Living Trust**

In any situation where the provisions of this letter may be deemed to be inconsistent with, or contrary to the terms of Will, Living Trust, or other formal Estate Planning Document, it is my desire and intent that the provisions of my Will, my Trust, and other formal Estate Planning instruments shall govern and be controlling. In other words, I do not intend that this letter shall serve in any respect as a Will, nor shall the terms of this letter override the provisions of a Will or a Trust executed by me, whether they were signed prior or subsequent to the date of this letter.

## **Distribution of Personal Property**

I have attached to this letter my personal wishes concerning distribution of my personal effects.

# **Memorandum for Distribution of Tangible Personal Property of**

**ANTONE R. ESCOBAR**

Pursuant to the THIRD ARTICLE of my Last Will and Testament, dated MAY 25, 2021, I hereby request my personal representative to distribute the following items of nonbusiness tangible personal property as follows:

**Description of Tangible  
Personal Property**

**Recipient of Tangible  
Personal Property**

---

If a recipient of a particular item of nonbusiness personal property does not survive me, such item shall be disposed of as though it had not been listed in this memorandum. In the event there is a conflict between this memorandum and my Last Will and Testament, the terms of my Last Will and Testament shall control.

Dated: \_\_\_\_\_

---

ANTONE R. ESCOBAR

## **DURABLE POWER OF ATTORNEY**

I, ANTONE R. ESCOBAR, residing at 1514 DIAMOND STREET, SPRINGFIELD, OREGON 97477, hereby appoint PAMELA G. ESCOBAR of 1514 DIAMOND STREET, SPRINGFIELD, OREGON 97477, as my Attorney-in-Fact ("Agent").

If PAMELA G. ESCOBAR is unable for any reason to act on my behalf as "my attorney", then I appoint JOSEPH G. ESCOBAR as my true and lawful attorney for me, in my name, place and stead to act on my behalf and do the acts and exercise the powers specified herein. If JOSEPH G. ESCOBAR is unable for any reason to act on my behalf as "my attorney", then I appoint ANDREW D. ESCOBAR as my true and lawful attorney for me, in my name, place and stead to act on my behalf and do the acts and exercise the powers specified herein.

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 revocable trust created by me.

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. 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: MAY 25, 2021

Antone R. Escobar  
ANTONE R. ESCOBAR

STATE OF OREGON    )  
                                  ) ss.  
COUNTY OF LANE    )

On MAY 25, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ANTONE R. ESCOBAR 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 he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Leslie Canton  
Notary Public for Oregon  
My Commission expires: 2/20/2023

