



Professional Partners Resource Guide

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Oregon Pacific Bank Trust Services officers products that are not insured by the FDIC, are not deposits, and may lose value

Oregon Pacific Bank Trust Services

Comprehensive and Personalized Trust Solutions

Meet Your Local Trust Professionals

Dedicated Experts to Protect and Manage Your Legacy

Our Approach

We provide highly individualized, confidential guidance to meet your financial objectives and manage sensitive family matters. Our local trust professionals ensure continuity and build lasting relationships with you and your family.

Our Services

■ Estate Planning

- Planning for loved ones with special needs.
- Business succession and wealth transfer.
- Tax-efficient gifting and legacy planning.

■ Trust Administration

- **Revocable Trusts:** Manage assets during your lifetime and distribute them per your wishes.
- **Irrevocable Trusts:** Protect family members and manage distributions for education, special needs, or long-term care.

■ Charitable Trusts

- Achieve philanthropic goals while transferring assets to heirs tax-efficiently.

■ Estate Settlement

- Ensure assets are distributed according to your wishes through professional court probate processes.

■ Conservatorships

- Expertly manage finances for individuals who can no longer do so due to injury, illness, or disability.

Why Choose Us?

- Experienced professionals with objective, compassionate care.
- Administration of unique assets: real estate, collectibles, and more.
- Annual reviews to keep your estate plan current.



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Managed Account Fee Schedule

Full Management Account: Oregon Pacific Bank serves as sole trustee or conservator. Provides full investment management or submits investment recommendations to the Trustor or a consultant.

Annual Fee for Securities, Limited Partnership Interests, Miscellaneous Assets, and Cash Equivalents: Our fees are calculated as a percent of the market value under management at the end of each month. The fee is calculated as an annual fee with one-twelfth (1/12) charged to the account each month. The annual fee will be increased by 0.25% when Bank shares management or investment authority with any party other than Trustor.

First \$1,000,000	1.55%
Next \$2,000,000	1.10%
Next \$3,000,000	0.95%
Balance	0.75%

Minimum Annual Fee: A minimum annual fee of \$6,000.00 will be charged. If the account terminates during the first year, a full annual fee will be charged.

Set-Up Fees: Reasonable compensation with minimums of:

Per Security Issue	\$25.00
Per Non-Depository Security Issue	\$50.00
Per Trust Deed Note	\$150.00
Per Real Estate Parcel	\$150.00
Per Limited Partnership	\$150.00

Oregon Pacific Bank reserves the right to change its schedules of compensation upon 30 days advance written notice.

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Terminating Trust Fee Schedule

Terminating Trust Account: Oregon Pacific Bank serves as successor trustee with the primary responsibility of terminating a trust.

Annual Fee: First year fee is calculated as a flat fee based on the fair market value of trust assets as finally determined for Federal estate tax purposes. If a trust terminates during the first year, a full annual fee will be charged. Subsequent annual fees are calculated as a percent of the market value of assets under management at the end of each month. All fees are computed as an annual fee, with one-twelfth (1/12) charged to the account each month.

First \$2,000,000	2.00%
Next \$2,000,000	1.75%
Next \$2,000,000	1.50%
Balance	1.00%

Minimum Annual Fee: For trusts under \$300,000, a minimum annual fee of \$6,000 will be charged.

Set-Up Fees: Reasonable compensation with minimums of:

Per Security Issue	\$25.00
Per Non-Depository Security Issue	\$50.00
Per Trust Deed Note	\$150.00
Per Real Estate Parcel	\$150.00
Per Limited Partnership	\$150.00

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Real Estate Fee Schedule

Managed Account:

Investment Real Estate	1.50% of market value
Trustor's Primary Residence (Trustee holds title only)	\$500.00 per annum

Non-Managed Account:

Investment Real Estate	0.75% of market value
Trustor's Primary Residence	\$500.00 per annum
Transfer	\$150.00 per event

Trust Deed Notes (per asset):

Managed Account	1.50% of market value
Non-Managed Account	0.75% of market value
Foreclosure administration, note negotiations, or partial reconveyances	Hourly Fee
Preparation fee for assignments, requests for notice, etc.	\$50.00 per document
Transfer	\$150.00 per event
Preparation of demand for payoff (forwarding fee)	Hourly Fee
Oil, Gas and Minerals (per asset)	
Managed Account and Non-Managed Account	Reasonable compensation For responsibilities assumed, Plus third party consultant fee
Transfer (per event)	\$250.00 per asset

Additional Services:

Acquisitions, Exchanges and Sales

With a real estate broker (minimum \$1,500.00)	2% of sales price
Without a real estate broker (minimum \$1,500.00)	4% of sales price

Leasing/Re-Leasing Fees

With a real estate broker	Greater of 50% of first month's rent or 1-2% of gross rental during lease period
Without a real estate broker	3-6% of rental during lease period
Extraordinary Services	Up to \$200.00 per hour per person

Miscellaneous Expenses:

In addition to scheduled fees, advertising, title services, appraisals, government-mandated compliance items and other similar out-of-pocket expenses are to be paid by the account.

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Additional Services Fee Schedule

Remittances over 12 per year	\$12.00 per transaction
Preparing tax ledgers and/or filing account related tax returns	\$80.00 per year
Wire disbursements	\$25.00 each
More than 4 statements per year	\$12.00 each
Minimum account termination fee	1,000.00

Extraordinary services, charged at up to \$200.00 per hour, per person, may include but are not limited to:

- Excessive, frequent deposits and withdrawals of assets, including delivery as collateral for a loan.
- Maintenance of subsidiary records for special purposes of beneficiaries.
- Settlement of disputes resulting from filing of fiduciary income tax returns.
- Preparation of personal income tax returns. Special statements of reconciliation for accounts in addition to advice letters.
- Assistance in the preparation and filing of any of the following tax returns in fiduciary accounts: Inheritance tax, estate tax, employment tax, gift tax and/or income tax. Settlement of tax disputes in estates or other fiduciary accounts.
- Administration and/or disposition of business interests, closely held corporations; participation in management, membership on Boards of Directors. Special analysis of securities.
- Enforced collection or settlement of delinquent rents and receivables.
- Foreclosure, negotiating new or renewed leases. Supervising property improvements and repairs of substantial nature. Sale of properties. Management of ranches, apartment buildings, etc.
- Payments involving discretionary consideration.
- Determination of heirs or unnamed beneficiaries.
- Payment of funeral bills and expenses of last illness, settlement of creditors' claims in absence of a probate administration.
- All kinds of litigation and appearances in court on behalf of the trust or beneficiaries. Reviewing administration of a prior fiduciary.
- Computation of income earned during probate and/or division of assets between A&B trusts.
- Obtaining approval of co-trustees or others on investment recommendations.
- Reviewing medical billings and filing medical insurance claims.
- Excessive time spent to settle problems with beneficiaries including excessive correspondence, emails, telephone calls or meetings.

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To our Attorney Friends:

When drafting estate planning documents in which Oregon Pacific Bank may be named as a fiduciary we would appreciate seeing the following matters addressed:

- Please name our bank as follows: **“Oregon Pacific Banking Co., an Oregon banking corporation, or its successor”**.
- Although our preference is to be sole trustee, should a co-trustee or consultant relationship be desired we require definitive language regarding the relationship and appropriate indemnifications.
- Where real estate or real estate secured assets have a high likelihood of being a trust asset, we request inclusion of Environmental Warranty and Indemnification and Environmental Authority language.
- Please include language for trustee resignation. Although our intent is to serve until termination, this language is found to be useful.
- Please draft language indemnifying successor trustees from the acts of their predecessors.
- Please provide language for the compensation of a successor trustee by reference to the fee schedule in use at the time the compensation becomes payable.
- As you are aware, should the client desire the bank as trustee to hold securities that may be issued by the bank, or affiliates, specific language must appear in the agreement. In addition, should the client desire retention and use of the bank’s other services such as certificates of deposit, specific language is required in the agreement. These actions may be approved separately by the trustor client, but on incapacity or death, specific language allows us to continue.
- We also would like to see spendthrift and perpetuity clauses as well as specific exemption from any bonding requirements.

The following exhibits are samples that contain the critical elements we desire to see in estate planning documents naming the Bank. As you most likely have your own language, we request your review of the attached to ascertain inclusion of these areas. Do feel free to use the language provided if you wish; WORD documents are available upon request.

Also included is an example of a charitable remainder unitrust. Upon request, we can provide other examples of charitable trusts.

We appreciate the opportunity to work with you on behalf of your client. If we may see drafts of instruments that name us, we would like to do so. This allows us an opportunity to discuss any areas of administration that we might perceive as a challenge.

Finally, if your clients have named Oregon Pacific Bank as personal representative or successor trustee, we ask that you please deliver a copy of the estate plan to us to be held in our vault for safekeeping. Having these documents readily available allows to move quickly when we are called to act on behalf of the client.

Please feel free to contact us with any questions you may have about our services and how we carry them out.



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Exhibit A

Suggested Language – Legal Use Only

ENVIRONMENTAL WARRANTY AND INDEMNIFICATION

Trustor represents and warrants that no hazardous or toxic wastes or substances (as such terms are defined by any applicable federal state, or local governmental law, rule, ordinance, or regulation) have been disposed of or otherwise released on, in, or under any real property now or hereafter conveyed in trust under this agreement, as amended or restated. This representation and warranty is a continuing representation and warranty and shall apply to all real property at any time and made a part of the trust estate under this trust agreement.

Trustor agrees to indemnify and hold harmless trustee from and against any and all liability, loss, damage, or expense which may be imposed upon, incurred by, or asserts against trustee in any way relating to or arising from the presence of any such hazardous or toxic wastes or substances at the time the property is transferred to trustee and continuing until such time as trustor no longer has any right, title or interest in such real property.

Exhibit B

Suggested Language – Legal Use Only

LANGUAGE TO BE ADDED OR INCLUDED IN DEEDS TRANSFERING PROPERTY TO THE BANK AS TRUSTEE OR CUSTODIAN

Grantor warrants, represents and covenants that there is and has been no discharge or disposal on the property by grantor or any prior owner of the property of any hazardous or toxic wastes or substances (as such terms are defined by any applicable federal, state, or local governmental law, rule, ordinance, or regulation) or contamination of the property by any such substances.

Exhibit C

Suggested Language – Legal Use Only

ENVIRONMENTAL AUTHORITY

Notwithstanding anything in this agreement or applicable law to the contrary, the following provisions shall apply:

1. Trustee may in its absolute discretion monitor or inspect any real or personal property held in trust, either directly or through any employee, agent, or consultant, for the purpose of ensuring compliance with any and all federal or state environmental or other laws affecting such property or determining the presence of any substances considered to be hazardous or toxic wastes under such laws.
2. Without limiting the generality of the foregoing, if for any reason Trustee in its sole judgment determines that hazardous or toxic substances may be present on, in, or under any real or personal property of the trust, Trustee is specifically authorized in its absolute discretion to conduct (or cause to be conducted) further investigations (such as so-called "Phase I" and "Phase II" site assessments) into the possible presence of hazardous or toxic substances.
3. In the event Trustee is informed or otherwise has reason to believe or suspect that any trust property may be contaminated with hazardous or toxic substances, Trustee may in its absolute discretion take any and all action deemed necessary or appropriate to comply with federal and state environmental laws, including any obligations to report, investigate, prevent, abate, or remediate environmental contamination. Trustee may in its absolute discretion take (or fail to take) any such action whether or not requested or demanded to do so by any federal, state, or local agency or governmental authority.
4. Any and all costs and expenses incurred by Trustee in connection with such monitoring, inspecting, investigating, and other action shall be a charge against the trust assets as a whole, and any such costs and expenses advanced by Trustee shall promptly be reimbursed from the trust assets.
5. Trustee shall not in any event be liable to beneficiaries or others for any loss or decrease in value of trust assets resulting from compliance with environmental reporting and other obligations, or for any other actions or omissions taken or omitted under this Section ____ in good faith and without gross negligence.

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Exhibit D

Suggested Language – Legal Use Only

OREGON PACIFIC BANK STOCK RETENTION CLAUSE

If any stock of Oregon Pacific Bank or any affiliate or successor of said bank, by merger or otherwise, shall be included in the assets of the trust. "My trustee shall have authority in its sole discretion, and notwithstanding any regulation or rule of law to the contrary, to retain such stock and any increases resulting from stock dividends and stock splits and from the exercise of purchase rights and the purchase of fractional shares. My Trustee shall have like authority to exercise or sell stock subscription or conversion rights and to purchase fractional shares needed to round out fractional share holdings that may arise concerning the said stock. My Trustee shall have authority, in its sole discretion to vote such stock, either direct or by proxy, except to the extent that Trustee is prohibited by law from voting such stock, and except in the voting of such stock for the election of directors or giving of proxies for such purposes. My Trustee shall be guided by the written instructions of the eldest living beneficiary then entitled to current distribution of income and not under legal disability.

Direction to Retain Stock:

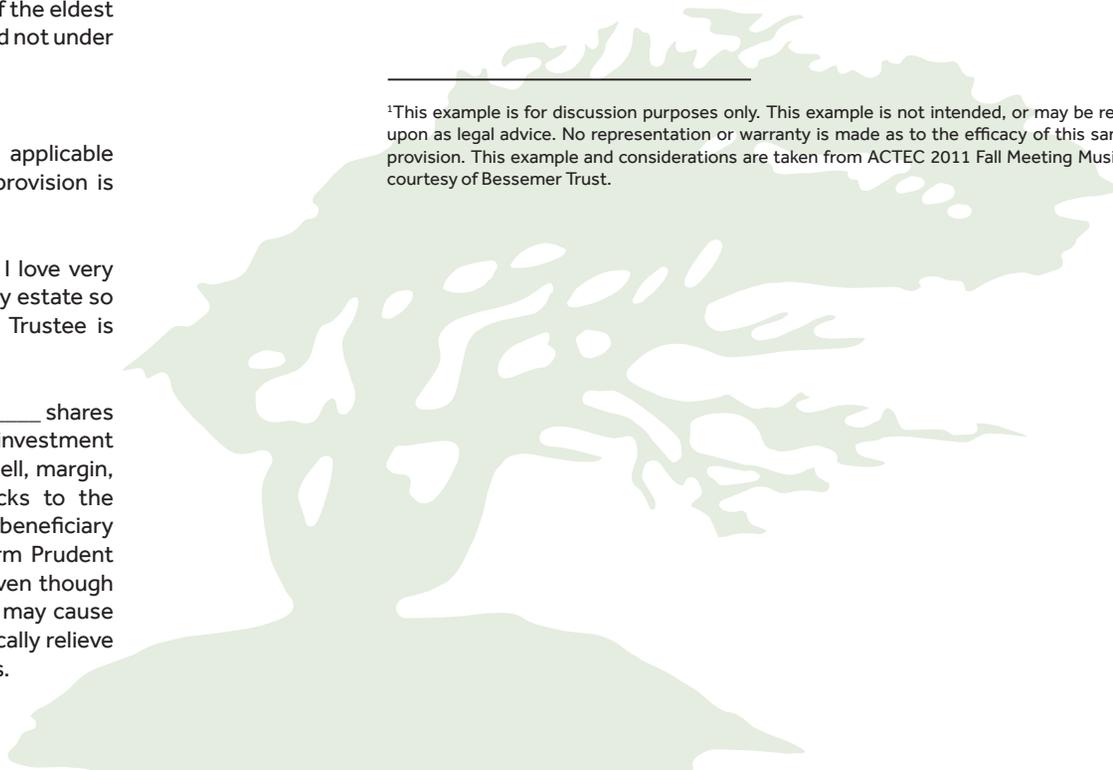
I understand that in this Last Will I can change the otherwise applicable investment rules for the trusts created by this Last Will. This provision is intended to serve that purpose.

The trusts created under this Last Will are for my family whom I love very much. I want them to benefit from these stocks and the rest of my estate so that they are financially secure for the rest of their lives. The Trustee is directed to invest the trusts as provided in this Last Will.

I presently own _____ shares of ABC common stock and _____ shares of DEF common stock. These stocks are the cornerstone of my investment portfolio and have served me well. I direct the Trustee never to sell, margin, pledge, sell options against, or otherwise expose these stocks to the marketplace with prior [written consent] [or notice to] the income beneficiary of the trust. This means the applicable provisions of the Uniform Prudent Investor Act shall not apply to these stocks while held in trust even though one or more of them may become less favorable investments or may cause the investments of the trust to be under-diversified. I also specifically relieve the Trustee from any liability whatsoever for retaining these stocks.

The following are considerations in drafting effective retention clauses: (1) retention clauses will be strictly construed by the court; (2) general or boilerplate retention clauses will not work; (3) general retention or inception or donated asset clauses will not work; (4) general clauses intended to negate the duty to diversify are questionable (in other words, if it looks like boilerplate, it will be assumed to be boilerplate and that the settlor did not really mean what the provision says); (5) clear, customized language should work; (6) the retention clause state that it is intended to moderate or obviate the duty to diversify; (7) specific, precise, explicit and unique clauses should work; (8) the settlor's intent is the cornerstone of trust construction; and (9) knowing the primary purpose of a trust will help to establish the investment priorities. **Make the settlor's intent crystal clear.**¹

¹This example is for discussion purposes only. This example is not intended, or may be relied upon as legal advice. No representation or warranty is made as to the efficacy of this sample provision. This example and considerations are taken from ACTEC 2011 Fall Meeting Musings, courtesy of Bessemer Trust.



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Exhibit E

Suggested Language – Legal Use Only

LANGUAGE REGARDING TRADE CONFIRMATIONS

Confirmations. Trustee shall not, in the ordinary course of business, provide the Trustor / Investment Power Holder with either broker or other confirmations of purchases and sales of securities. However, the Trustor / Investment Power Holder may request written notification of all transactions. If so requested, confirmations shall be provided, at no additional costs, within five (5) business days from the date of the transaction or if a broker/dealer is utilized, confirmations shall be provided within five (5) business days from receipt by the Trustee.

Exhibit F

Suggested Language – Legal Use Only

POWERS OF A TRUSTEE LANGUAGE REGARDING NAMING OF A NOMINEE

To hold securities and other property in the name of the Trustee or in the name of its nominee but the Trustee shall be responsible for the acts of such nominee affecting such property; to vote in any manner by it deemed proper any stock or other securities held hereunder, either direct or by proxy. Trustee is directed not to disclose Trustor's name to any corporation or other issuer of securities held in Bank's nominee name in regard to Public Law 99-222.

Exhibit G

Suggested Language – Legal Use Only

POWERS OF A TRUSTEE LANGUAGE REGARDING ABILITY OF TRUSTEE TO RESIGN

To resign its trusteeship hereunder at any time, in which event the Trustee or any person interested in the Trust may take such steps as may be necessary to secure the appointment of a new trustee by a court of competent jurisdiction.

Exhibit H

Suggested Language – Legal Use Only

LANGUAGE REGARDING INDEMNIFICATION OF SUCCESSOR TRUSTEE

No successor trustee shall be under any duty to examine, verify, question or audit the books, records, accounts or transactions of any preceding trustee; and no successor trustee shall be liable or responsible in any way for any acts or defaults of any predecessor trustee, nor for any loss or expensed from or occasion by anything done or neglected to be done by any predecessor trustee.

NO LIABILITY FOR ACTS OF PRIOR TRUSTEE. A successor Trustee, whether or not specifically named herein, shall not be responsible for the acts or omissions of any prior Trustee, and shall have no duty to audit or investigate the accounts or administration of any prior Trustee.

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Exhibit I

Suggested Language – Legal Use Only

TO APPORTION PRINCIPAL AND INCOME

Except as otherwise specifically provided in this instrument, the Trustee shall have discretion to determine whether items should be charged or credited to income or principal or allocated between income and principal as the Trustee may deem equitable and fair under all the circumstances, including the power to amortize or fail to amortize any part or all of any premium or discount, to treat any part or all of the profit resulting from the maturity or sale of any asset, whether purchased at a premium or at a discount, as income or principal or apportion the same between income and principal, to apportion the sales price of any asset between income and principal, to treat any dividend or other distribution on any investment as income or principal or apportion the same between income and principal, to charge any expense against income or principal or apportion the same, and to provide or fail to provide a reasonable reserve against depreciation or obsolescence on any asset subject to depreciation or obsolescence, all as the Trustee may reasonably deem equitable and just under all the circumstances.

Exhibit J

Suggested Language – Legal Use Only

COMPENSATION OF TRUSTEE

The individual Trustee who is serving hereunder may receive reasonable compensation for its services following the death of Trustor, if such compensation is approved in writing by a majority of the adult current income beneficiaries. In the sole discretion of any individual Trustee, any compensation payable hereunder may be charged currently, deferred, or waived. Any corporate Trustee who is serving hereunder shall receive reasonable compensation for its services as it normally charges for like services under its regularly published fee schedule as the same may, from time to time, be amended.

It might read in the fashion: "My trustee shall be entitled to payment for its services in accordance with the schedule of fees in use by the trustee at the time such fees become payable."

Exhibit K

Suggested Language – Legal Use Only

WAIVER OF PRUDENT INVESTOR RULE

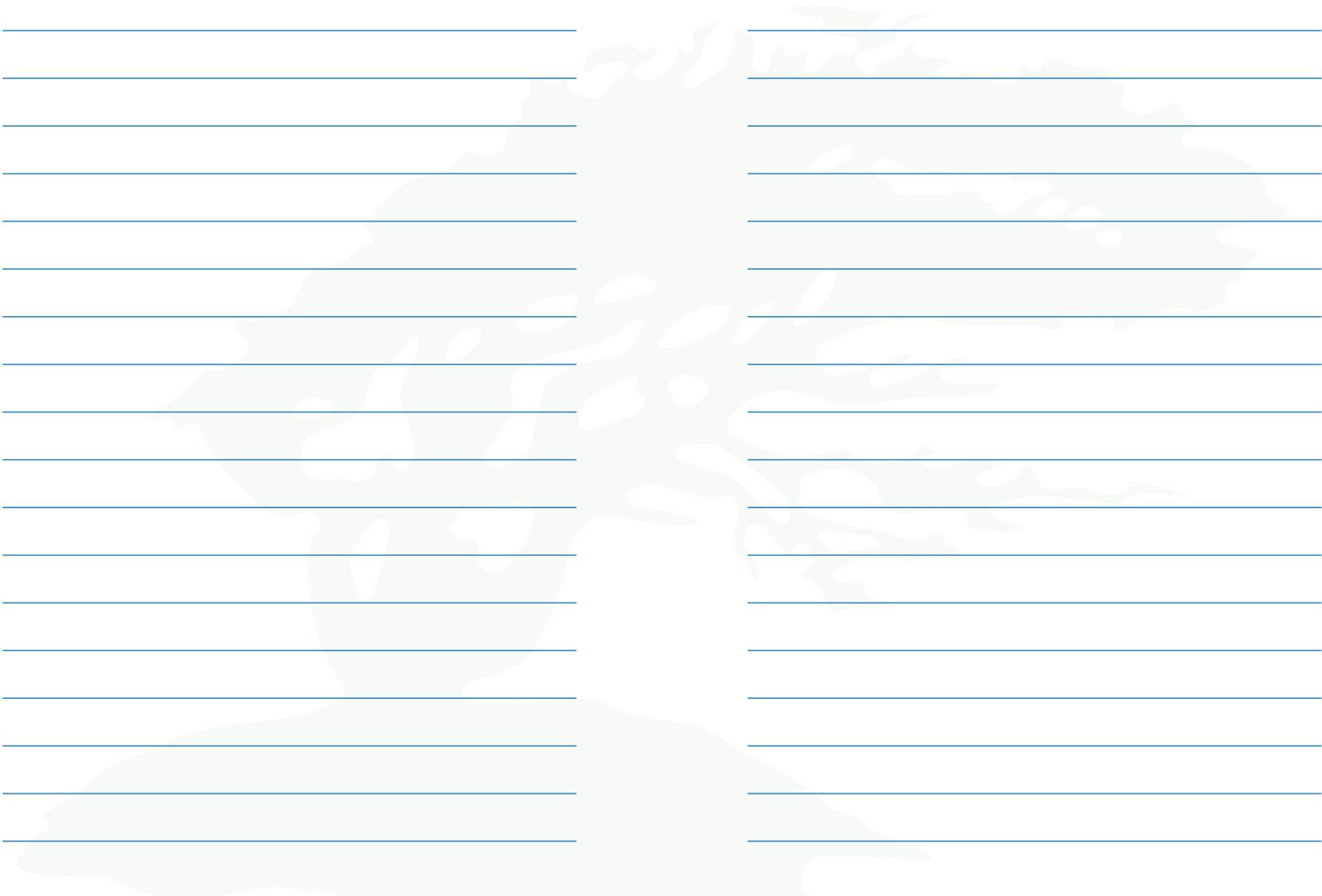
To invest all monies in such stocks, bonds, securities, investment company or trust shares (including investments in investment companies or trusts and in collective or commingled investment funds offered or advised by or through the corporate Executor or Trustee or any of its affiliates), mortgages, notes, choses in action, real estate, improvements thereon, interests in partnerships, limited liability companies and other entities (including any such entity to which the corporate Executor or Trustee or any of its affiliates renders investment advice or other services), and other property as the Executor or Trustee may deem best without regard to any law or regulation now or hereafter in force limiting investments of fiduciaries or the fact that a security is purchased from an underwriting syndicate that includes the Executor, Trustee or an affiliate of either as a member or that the security was underwritten by such a syndicate and is purchased from a member of that syndicate.

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