

Ret: Henry O'Keefe
Box 286
Malin, Or
97632

DURABLE POWER OF ATTORNEYPERSONAL CARE

I, HENRY J. O'KEEFFE of P.O. Box 286
Malin, Oregon 97632 do hereby appoint my wife
PATRICIA D. O'KEEFFE of Malin, Oregon
or if such appointee is or becomes unable or unwilling to serve, I
appoint my sister, NORAH MAE HALEY of Malin, Oregon
or if such appointee is or becomes unable or unwilling to serve, I
appoint my sister, SARAH MARIE TAKACS of Merrill, Oregon
or if such appointee is or becomes unable or unwilling to serve, I
appoint my niece, PATRICIA BAILEY of Klamath Falls, Oregon
my true and lawful attorney-in-fact for me, in my name, place, and
stead, and for my use and benefit:

1. GAIN ACCESS TO MEDICAL AND OTHER PERSONAL INFORMATION

To request, review, and receive any information, verbal
or written, regarding my personal affairs or my physical or mental
health, including medical and hospital records, and to execute any
releases or other documents that may be required in order to obtain
this information.

2. EMPLOY AND DISCHARGE OTHERS

To employ and discharge physicians, dentists, nurses,
therapists and other professionals as the agent may deem necessary
for my physical, mental and emotional well-being; and to pay them,
or any of them, reasonable compensation. The agent may also employ
and discharge barbers, beauticians, housekeepers, secretaries and
others who are not health-care professionals, and pay them, or any of
them, reasonable compensation.

3. CONSENT, OR REFUSE CONSENT, TO MEDICAL CARE

To give or withhold consent to medical care, surgery
or any other medical procedures or tests; to arrange for my

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hospitalization, convalescent care or home care; and to revoke, withdraw, modify or change consent to such medical care, surgery, and other medical procedures or tests, hospitalization, convalescent care, or home care which I or my agent may have previously allowed or consented to which may have been implied due to emergency conditions. I ask my agent to be guided in making such decisions on what I have told him about my personal preferences regarding such care. Based on those same preferences, the agent may also summon paramedics or other emergency medical personnel and seek emergency treatment for me, or choose not to do so, as the agent deems appropriate given my wishes and my medical status at the time of the decision. The agent is authorized, when dealing with hospitals and physicians, to sign documents titled or purporting to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice" as well as any necessary waivers of or releases from liability required by the hospitals or physicians to implement my wishes regarding medical treatment or nontreatment.

4. CONSENT, OR REFUSE CONSENT, TO PSYCHIATRIC CARE

To arrange for voluntary admission to an appropriate hospital or institution for treatment of mental disorders, alcoholism or drug abuse; to arrange for private psychiatric and psychological treatment for me; to refuse consent for any such hospitalization, institutionalization, and private psychiatric and psychological care; and to revoke, modify, withdraw or change consent to such hospitalization, institutionalization, and private treatment which I or my agent may have given at an earlier time.

5. REFUSE LIFE-PROLONGING PROCEDURES

To request that aggressive medical therapy not be instituted or be discontinued, including (but not limited to) cardiopulmonary resuscitation, the implantation of a cardiac pacemaker, renal dialysis, parenteral feeding, the use of respirators or ventilators, blood transfusions, nasogastric tube use, intravenous feedings, endotracheal tube use, antibiotics, and organ transplants. My agent should try to discuss the specifics of any such decision with me if I am able to communicate with him in any manner, even by blinking my eyes. If I am

unconscious, comatose, senile, or otherwise unreachable by such communication, he should make the decision guided by any preferences which I may have previously expressed and the information given by the physicians treating me as to my medical diagnosis and prognosis. My agent may specifically request and concur with the writing of a "no-code" (do not resuscitate) order by the attending or treating physician.

6. PROVIDE RELIEF FROM PAIN

To consent to and arrange for the administration of pain-relieving drugs of any type, or other surgical or medical procedures calculated to relieve my pain even though their use may lead to permanent physical damage, addiction or even hasten the moment of (but not intentionally cause) my death. My agent may also consent to and arrange for unconventional pain-relief therapies such as biofeedback, guided imagery, relaxation therapy, accupuncture, skin stimulation or cutaneous stimulation, and other therapies which I or he believe may be helpful to me.

7. PROTECT MY RIGHT OF PRIVACY

To exercise my right of privacy to make decisions regarding my medical treatment and my right to be left alone even though the exercise of my right might hasten death or be against conventional medical advice. My agent may take appropriate legal action, if necessary in his judgment, to enforce my right in this regard.

8. PROVIDE FOR MY SPIRITUAL OR RELIGIOUS NEEDS

To arrange for the presence and involvement in my care of ministers, religious clergy or spiritual leaders, provide them access to me at all times, maintain my memberships in religious or spiritual organizations or arrange for membership in such groups, and enhance my opportunities to derive comfort and spiritual satisfaction from such activities, including religious books, tapes, and other materials.

9. PROVIDE FOR MY COMPANIONSHIP

With a view to meeting my needs for companionship at a time when I am disabled or otherwise unable to arrange for that

companionship myself, and with the agent's knowledge of my needs and preferences, to arrange for such companionship for me as will respect my dignity and meet my needs and preferences. I shall seek to communicate my wishes in this regard to my agent from time to time, but if necessary, he may rely upon previously-expressed wishes in fulfilling this responsibility.

10. PROVIDE FOR MY RECREATIONAL AND SPORTS ACTIVITIES AND FOR TRAVEL

To arrange for opportunities for me to engage in recreational and sports activities, including travel, as my health permits. I shall seek to communicate my wishes in this regard to my agent from time to time, but if necessary, he may rely upon previously expressed preferences in fulfilling this responsibility.

11. ARRANGE MY FUNERAL AND MAKE ANATOMICAL GIFTS

To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements, including anatomical gifts, as my agent deems advisable. I shall seek to communicate my wishes to my agent with respect to these matters, and he should rely upon such wishes in exercising this power.

12. EXECUTE DOCUMENTS, ENTER INTO CONTRACTS, AND PAY REASONABLE COMPENSATION OR COSTS IN IMPLEMENTING THE ABOVE POWERS

To sign, execute, deliver, acknowledge and make declarations in any document or documents that may be necessary, desirable, convenient or proper in order to exercise any of the powers described herein; to enter into contracts; and to pay reasonable compensation or costs in their exercise of any such powers.

13. THIRD PARTY RELIANCE

For the purpose of inducing any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party to act in accordance with the powers granted in this document, I hereby represent, warrant, and agree that:

A. If this document is revoked or amended for any reason, I, my estate, my heirs, successors, and assigns will hold such party or parties harmless from any loss suffered, or liability incurred, by such party or parties in acting in accordance with this document prior to that party's receipt of written notice of any such termination or amendment.

B. The powers conferred on my agent by this document may be exercised by him alone and his signature or act under the authority granted in this document may be accepted by third parties as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf.

C. No person who acts in reliance upon any representation my agent may make as to the scope of his authority granted under this document shall incur any liability to me, my estate, my heirs, successors or assigns for permitting him to exercise any such power, nor shall any person who deals with him be responsible to determine or insure the proper application of funds or property.

D. All third parties from whom my agent may request information regarding my health or personal affairs are hereby authorized to provide such information to him without limitation and are released from any legal liability whatsoever to me, my estate, my heirs, successors or assigns for complying with his requests. With specific reference to medical information, including information about my mental condition, I am authorizing in advance all physicians and psychiatrists who have treated or will treat me, and all other providers of health care, including hospitals, to release to my agent all information or photocopies of any records which he may request. All physicians, hospitals, and other health care providers are hereby authorized to treat my agent's request as that of a legal representative of an incompetent patient (as contemplated by Section 56.11(c)(2) of the Civil Code, or any successor section thereto) and to honor such requests on that basis. I hereby waive all privileges which may be applicable to such information and records, and to any communication pertaining to me and made in the course of a lawyer-client, physician-patient, psychiatrist-patient, clergyman-penitent, or other confidential relationship.

E. My agent shall have the right to seek appropriate court orders mandating acts which he deems appropriate if a third party refuses to comply with actions taken by him which are authorized by this document or enjoining acts by third parties which he has not authorized. In addition, he may sue a third party who fails to comply with actions I have authorized him to take and demand damages, including punitive damages, on my behalf for such noncompliance.

14. PHOTOSTATIC COPIES

Only one original of this document has been executed. All parties dealing with the agent are authorized to rely fully on a photostatic copy of the original executed document.

15. SEVERABILITY

If any provision of this document is not enforceable or is not valid, the remaining provisions shall remain effective.

16. EXCULPATION

Neither my agent nor any of his substitutes shall incur any liability to me, my estate, my heirs, successors, or assigns for acting hereunder, except for willful misconduct or gross negligence; in no case shall there be any duty to act or any liability for inaction.

17. WHEN EFFECTIVE

I intend that: (indicate choice)

1st

This power of attorney shall become effective upon the incapacity of the principal.

This power of attorney is effective now and shall not be affected by subsequent incapacity of the principal.

18. CONSERVATOR

If at any time or times any proceeding is commenced to establish a conservatorship for my person and/or my estate, I hereby nominate my said agent to be the conservator.

19. GENERAL

Authority is denied to petition the court for the purposes enumerated in Civil Code Section 2421.

As used in this instrument, the masculine, feminine, or neuter gender, and the singular or plural number, shall each include the others whenever the context so indicates.

20. REVOCATION AND AMENDMENT

I revoke all prior powers of attorney that I may have executed, and I retain the right to revoke or amend this document and to substitute other agents. Amendments to this document and substitutions shall be made in writing by me personally (not by my agent).

~~REVISIONS TO INSTRUMENT~~

~~Notarized first paragraph of this instrument is hereby acknowledged as being the true and correct copy of the original instrument as recorded in the public records of the State of California.~~
~~Notarized second paragraph of this instrument is hereby acknowledged as being the true and correct copy of the original instrument as recorded in the public records of the State of California.~~
~~Notarized third paragraph of this instrument is hereby acknowledged as being the true and correct copy of the original instrument as recorded in the public records of the State of California.~~

Executed this 13 day of May, 19 83, at Tulelake, California.

Henry J. O'Keeffe
 HENRY J. O'KEEFFE

Principal's signature witnessed in the presence of:

Stephen R. Luce
Jenna C. Canace

STATE OF CALIFORNIA)
) ss
 County of Siskiyou)

On this 13 day of May, 19 83, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Henry J. O'Keeffe, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same.

Jenna C. Canace
 Notary Public

Civil Code Section 2421 Approval:

Stephen R. Luce
 Stephen R. Luce
 Attorney for the Principal



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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Henry J. O'Keeffe the 1st day of April A.D., 19 87 at 2:19 o'clock P M., and duly recorded in Vol. M87 of Power of Attorney on Page 5389.

FEE \$29.00

Evelyn Biehn, County Clerk
 By Ann Smith