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11/25/2014 02:16:18 PM

Fee: \$87.00

This form may be photocopied and distributed

Revised Oct. 2006

Durable Power of Attorney for Healthcare Decisions

■ Take a copy of this with you whenever you go to the hospital or on a trip ■

It is important to choose someone to make healthcare decisions for you when you cannot make or communicate decisions for yourself. Tell the person you choose what healthcare treatments you want. The person you choose will be your agent. He or she will have the right to make decisions for your healthcare. If you DO NOT choose someone to make decisions for you, write NONE on the line for the agent's name.

I, Richard Kean-Tupper Jr., SS# 543-64-5560 (optional), appoint the person named in this document to be my agent to make my healthcare decisions.

This document is a Durable Power of Attorney for Healthcare Decisions. My agent's power shall not end if I become incapacitated or if there is uncertainty that I am dead. This document revokes any prior Durable Power of Attorney for Healthcare Decisions. My agent may not appoint anyone else to make decisions for me. My agent and caregivers are protected from any claims based on following this Durable Power of Attorney for Healthcare. My agent shall not be responsible for any costs associated with my care. I give my agent full power to make all decisions for me about my healthcare, including the power to direct the withholding or withdrawal of life-prolonging treatment, including artificially supplied nutrition and hydration/tube feeding. My agent is authorized to

- Consent, refuse, or withdraw consent to any care, procedure, treatment, or service to diagnose, treat, or maintain a physical or mental condition, including artificial nutrition and hydration;
- Permit, refuse, or withdraw permission to participate in federally regulated research related to my condition or disorder
- Make all necessary arrangements for any hospital, psychiatric treatment facility, hospice, nursing home, or other healthcare organization; and, employ or discharge healthcare personnel (any person who is authorized or permitted by the laws of the state to provide healthcare services) as he or she shall deem necessary for my physical, mental, or emotional well-being;
- Request, receive, review, and authorize sending any information regarding my physical or mental health, or my personal affairs, including medical and hospital records; and execute any releases that may be required to obtain such information;
- Move me into or out of any State or institution;
- Take legal action, if needed;
- Make decisions about autopsy, tissue and organ donation, and the disposition of my body in conformity with state law; and
- Become my guardian if one is needed.

In exercising this power, I expect my agent to be guided by my directions as we discussed them prior to this appointment and/or to be guided by my Healthcare Directive (see reverse side).

If you DO NOT want the person (agent) you name to be able to do one or other of the above things, draw a line through the statement and put your initials at the end of the line.

Agent's name Richard Kean-Tupper Jr. Phone 541-6274 Email Kean-tupper@yahoo.com
Address 4650 Crosby Klamath Falls, OR 97603

If you do not want to name an alternate, write "none."

Alternate Agent's name Kristie R. Tupper Phone 541-591-3103 Email Kristie.tupper@gmail.com
Address 4647 W. W. Ave. K-Falls, OR 97603, P.O. Box 5105 Klamath Falls, OR 97603

Execution and Effective Date of Appointment

My agent's authority is effective immediately for the limited purpose of having full access to my medical records and to confer with my healthcare providers and me about my condition. My agent's authority to make all healthcare and related decisions for me is effective when and only when I cannot make my own healthcare decisions.

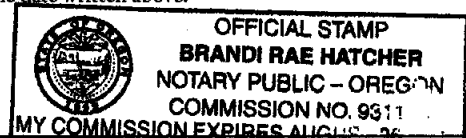
SIGN HERE for the Durable Power of Attorney and/or Healthcare Directive forms. Many states require notarization. It is recommended for the residents of all states. Please ask two persons to witness your signature who are not related to you or financially connected to your estate.

Signature Richard Kean-Tupper Jr. Date 11-22-14
Witness Kristie Tupper Date 11-22-14 Witness [Signature] Date 11-22-14

Notarization:

On this 22 day of November, in the year of 2014, personally appeared before me the person signing, known by me to be the person who completed this document and acknowledged it as his/her free act and deed. IN WITNESS WHEREOF, I have set my hand and affixed my official seal in the County of Klamath, State of Oregon, on the date written above.

Notary Public Brandi Rae Hatcher
Commission Expires 8-6-2018



My commission expires 8-6-2018

**OREGON
DURABLE POWER OF ATTORNEY FORM**

I. NOTICE - This legal document grants you (Hereinafter referred to as the "Principal") the right to transfer unlimited financial powers to someone else (Hereinafter referred to as the "Attorney-in-Fact"), unlimited financial powers are described as: **all financial decision making power legal under law**. The Principal's transfer of financial powers to the Attorney-in-Fact are granted upon authorization of this agreement, and stay in effect in the event of incapacitation by the Principal (incapacitation is described in Paragraph II). This agreement does not authorize the Attorney-in-Fact to make medical decisions for the Principal. The Principal continues to retain every right to all their financial decision making power and may revoke this Durable Power of Attorney Form at anytime. The Principal may include restrictions or requests pertaining to the financial decision making power of the Attorney-in-Fact. It is the intent of the Attorney-in-Fact to act in the Principal's wishes put forth, or, to make financial decisions that fit the Principal's best interest. All parties authorizing this agreement must be at least 18 years of age and acting under no false pressures or outside influences. Upon authorization of this Durable Power of Attorney Form, it will revoke any previously valid Durable Power of Attorney Form.

II. INCAPACITATION - The powers granted to the Attorney-in-Fact by the Principal in this Durable Power of Attorney Form stay in effect upon incapacitation by the Principal, incapacitation is describes as: **A medical physician stating verbally or in writing that the Principal can no longer make decisions for them self.**

III. REVOCATION - The Principal has the right to revoke this Durable Power of Attorney Form at anytime. Any revocation will be effective if the Principal either:

- A. Authorizes a new Durable Power of Attorney Form.
- B. Authorizes a Power of Attorney Revocation Form.

IV. WITNESS & NOTARY - This document is not valid as a Durable Power of Attorney unless it is acknowledged before a notary public or is signed by at least two adult witnesses who are present when the Principal signs or acknowledges the Principal's signature. It is recommended to have this Durable Power of Attorney Form notarized.

Notary Acknowledgement (Must be completed by Notary)

State of Oregon County of Klamath Subscribed,
Sworn and acknowledged before me by November 22, 2014, the
Principal, and subscribed and sworn to before me by Richard K. Tupper Sr.
witness, this 22 day of November, 2014.

Brandi Rae Hatcher
Notary Signature



Notary Public

In and for the County of Klamath
State of Oregon
My commission expires: August 6, 2018

Seal

Acknowledgement and Acceptance of Appointment as Attorney-in-Fact

I, Richard Tupper Sr. have read the attached power of attorney
Name of Attorney-in-Fact
and am the person identified as the attorney-in-fact for the principal. I hereby
acknowledge that accept my appointment as Attorney-in-Fact and that when I
act as agent I shall exercise the powers for the benefit of the principal; I shall
keep the assets of the principal separate from my assets; I shall exercise
reasonable caution and prudence; and I shall keep a full and accurate of all
actions, receipts and disbursements on behalf of the principal.

Richard Tupper Sr. 11-22-14
Signature of Attorney-in-Fact Date

Acceptance of Appointment as successor Attorney-in-Fact

I, Kristie R. Tupper have read the attached power of
Name of successor Attorney-in-Fact
attorney and am the person identified as the successor attorney-in-fact for the
principal. I hereby acknowledge that I accept my appointment as Successor
Attorney-in-Fact and that, in the absence of a specific provision to the contrary
in the power of attorney, when I act as agent I shall exercise the powers for
the benefit of the principal; I shall keep the assets of the principal separate
from my assets; I shall exercise reasonable caution and prudence; and I shall
keep a full and accurate record of all actions, receipts, and disbursements on
behalf of the principal.

Kristie R. Tupper 11-22-14
Signature of Successor Attorney-in-Fact Date

NEED NOT, CROSS OUT EACH POWER WITHHELD.

Note: If you initial Item A or Item B, which follow, a notarized signature will be required on behalf of the Principal.

INITIAL

RT
KT
RT (A) Real property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of California, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.

RT
KT
RT (B) Tangible personal property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of California or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.

RT
KT
RT (C) Stock and bond transactions. To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

RT
KT
RT (D) Commodity and option transactions. To organize or continue and conduct any business which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the

operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

R.T. ~~RTS~~ (E) Banking and other financial institution transactions. To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which I might have access.

R.T. ~~RTS~~ (F) Business operating transactions. To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in.

R.T. ~~RTS~~ (G) Insurance and annuity transactions. To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.

R.T. ~~RTS~~ (H) Estate, trust, and other beneficiary transactions. To accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could exercise if present and under no disability; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the Agent unless specific authority to that end is given.

R.T. ~~RTS~~ (I) Claims and litigation. To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or

V. PRINCIPAL - I, Richard K. Tupper Sr., residing at
Name of Principal

4647 Winter Ave. ^{SP12} Klamath Falls, OR 97603
Street Address of Principal

City of Klamath Falls, State of OR, appoint
City of Principal State of Principal

the following as my Attorney-in-Fact, whom I trust with any and all my financial decision making power immediately upon the authorization of this form, and in the event that I should become incapacitated:

VI. ATTORNEY-IN-FACT - Richard K. Tupper Sr., residing at
Name of Attorney-in-Fact

4650 Crosby Ave.
Street Address of Attorney-in-Fact

City of Klamath Falls, State of OR grant
City of Attorney-in-Fact State of Attorney-in-Fact

the Attorney-in-Fact the legal authority to act on my behalf for any power legal under law in regard to my financial decisions under the State of

Or
State

VII. SUCCESSOR ATTORNEY-IN-FACT (Optional) - If the Attorney-in-Fact named

above cannot or is unwilling to serve, then I appoint Kristie R. Tupper,
Name of Successor Attorney-in-Fact
residing at

4647 Winter Ave. Klamath Falls, OR 97603
Street Address of Successor Attorney-in-Fact

City of Klamath Falls, State of OR grant
City of Successor Attorney-in-Fact State of Successor Attorney-in-Fact

the Attorney-in-Fact the legal authority to act on my behalf for any power legal under law in regard to my financial decisions under the State of

Or
State

VIII. TERMS & CONDITIONS - Upon authorization by all parties, the Attorney-in-Fact accepts their designation to act in the Principal's best interests for all financial decisions legal under law.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS,

INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING. TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT

personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

R.T. KAT
RS (J) Personal and family maintenance. To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.

R.T. KAT
RS (K) Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service. To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the principal could exercise if present and under no disability.

R.T. KAT
RS (L) Retirement plan transactions. To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.

R.T. KAT
RS (M) Tax matters. To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

IX. THIRD PARTIES - I, the Principal, agree that any third party receiving a

copy via: physical copy, email, or fax that I, the Principal, will indemnify and hold harmless any and all claims that may be put forth in reference to this Durable Power of Attorney Form.

X. COMPENSATION - The Attorney-in-Fact agrees not to be compensated for acting in the presence of the Principal. The Attorney-in-Fact may be, but not entitled to, reimbursement for all: food, travel, and lodging expenses for acting in the presence of the Principal.

XI. DISCLOSURE - I intend for my attorney-in-fact under this Power of Attorney to be treated, as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164

XII. PRINCIPAL'S SIGNATURE - I, Richard Tupper Jr, the Principal,
Printed Name of Principal

sign my name to this power of attorney this 22 day of
Day

November and, being first duly sworn, do declare to the
Month

undersigned authority that I sign and execute this instrument as my power of attorney and that I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the power of attorney and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.

Richard Tupper Jr
Signature of Principal

XIII. ATTORNEY-IN-FACT'S SIGNATURE - I, Richard Tupper Jr
Name of Attorney-in-Fact

have read the attached power of attorney and am the person identified as the attorney-in-fact for the principal. I hereby acknowledge and accept my appointment as Attorney-in-Fact and that when I act as agent I shall exercise the powers for the benefit of the principal; I shall keep the assets of the principal separate from my assets; I shall exercise reasonable caution and prudence; and I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

Richard Tupper Jr 11-22-14
Signature of Attorney-in-Fact Date

XIV. SUCCESSOR ATTORNEY-IN-FACT'S SIGNATURE (Optional) -

I, Kristie R. Typer have read the attached power of
Name of successor Attorney-in-Fact

attorney and am the person identified as the successor attorney-in-fact for the principal. I hereby acknowledge that I accept my appointment as Successor Attorney-in-Fact and that, in the absence of a specific provision to the contrary in the power of attorney, when I act as agent I shall exercise the powers for the benefit of the principal; I shall keep the assets of the principal separate from my assets; I shall exercise reasonable caution and prudence; and I shall keep a full and accurate record of all actions, receipts, and disbursements on behalf of the principal.

Kristie R. Typer
Signature of Successor Attorney-in-Fact


11-22-14
Date

Unofficial Copy

Witness Attestation

I, LANA L WALKER the first witness, and I Skylar Tupper
Printed Name of First Witness Printed Name of Second Witness

the second witness, sign my name to the foregoing power of attorney being first duly sworn and do not declare to the undersigned authority that the principal signs and executed this instrument as him or her, and that I, in the presence and hearing of the principal, sign this power of attorney as witness to the principal's signing and that to the best of my knowledge the principal is eighteen years of age or older, of sound mind and under no constraint or undue influence.


Signature of First Witness


Signature of Second Witness

Unofficial Copy