



DURABLE POWER OF ATTORNEY

I, **GERALD N. MATHIAS, JR.**, domiciled and residing in the State of Oregon, designate the following-named person as Attorney in Fact ("my Agent") for the undersigned. This designation shall not thereafter be affected by the disability, incapacity or incompetence of the principal.

Designations: **ASPEN MAURINE MATHIAS** is designated as Attorney in Fact for the principal. If **ASPEN MAURINE MATHIAS** is unable or unwilling to serve, I designate **DIRKS DONALD ALEXANDER MATHIAS** as Attorney in Fact.

Powers:

1. Support. Make expenditures for my health, education, support, maintenance, and general welfare.

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, in any manner and on any terms my Agent considers to be in my best interests.

2(a). I specifically authorize my Agent to take all these actions as to any real estate (as defined in ORS 696.010(14)) that I now own or that is later acquired by me or on my behalf.

2(b). My Agent shall not use this power of attorney to engage in professional real estate activity (as defined in ORS 696.010(13)) and shall not receive any compensation for activities that could constitute engaging in professional real estate activity.

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 associations, 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 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 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. 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.

10. 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.

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

12. Debts. Pay my debts and other obligations.

13. 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.

14. 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.

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

16. Taxes and Assessments. Do the following with respect to the years 2005 through 2050: 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 the paragraph.

17. Government Benefits. Perform any act necessary or desirable (including acting as representative payee) in order for me 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.

18. 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.

19. Elective Share Rights. Exercise any rights to claim an elective share in any estate or under any Will.

20. 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 accountings with a court or settling by formal or informal methods.

21. 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.


22. Mail. Redirect my mail.

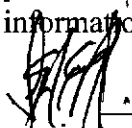
23. Custody of Documents. Take custody of important documents, including any Will, trust agreements, deeds, life insurance policies, and contracts.

24. Medical Records. My Agent may seek review of my medical records, and execute Health Insurance Portability and Accountability Act (HIPAA) authorizations for release of protected health information (PHI under federal regulations and Oregon law) from medical providers and insurers or other third party payors, and consult with my physicians, insurers or third party payors and care providers to the same extent as my health care representative and shall be considered a personal representative (along with my health care representative) for health care disclosure under 2003 federal HIPAA regulations and Oregon law; however, I leave directing my health care to my health care representative under Oregon law.

25. Medical Decisions. My Agent may make health care decisions for me, such as surgery, medical expenses, nursing home residency, and medication decisions.

26. Employees and Advisors. Employ, compensate, and discharge attorneys, accountants, investment advisors, property managers, custodians, physicians, dentists, nurses, household help, and others that render services to me or for my benefit.

 Waiver of Privileges. Waive any attorney-client, physician-patient, or other professional privilege which would otherwise protect me against the disclosure of confidential information, in order to obtain information from the professional.

 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.

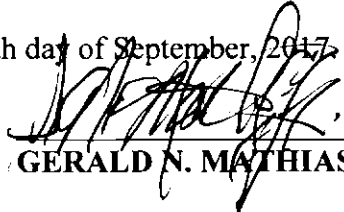
27. Perform Other Acts to Carry Out the Powers Granted. Execute and deliver any written instrument and perform any other act necessary or desirable to carry out any of the powers granted under this power of attorney, as fully as I might do personally. I ratify and confirm all acts performed pursuant to this power of attorney.

28. 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 attorney-in-fact 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.

29. Revocation. My Agent and all persons whom present may assume that this power of attorney has not been revoked until given actual notice either of such revocation or of my death.

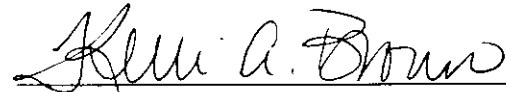
30. Governing Law. The validity and construction of this power of attorney shall be determined under Oregon law.

I have signed this power of attorney this 25th day of September, 2017.

  
GERALD N. MATHIAS, JR.

STATE OF OREGON            )  
  ) ss.  
County of Jackson         )

On this 25th day of September, 2017, before me personally appeared **GERALD N. MATHIAS, JR.** and acknowledged to me that he executed this power of attorney freely and voluntarily.

  
Notary Public for Oregon  
My commission expires: 12/20/19

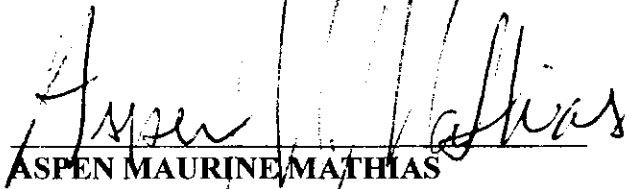


**NOTICE TO PERSON ACCEPTING THIS APPOINTMENT AS  
ATTORNEY-IN-FACT BY AGREEING TO ACT AS THE  
AGENT UNDER THIS POWER OF ATTORNEY**

By agreeing to serve as Agent under this Power of Attorney, should you be called upon to serve, you assume the fiduciary and other legal responsibilities of an agent. The responsibilities include:

1. The legal duty to act solely in the interest of the principal and to avoid conflict of interest.
2. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you. You may not transfer the principal's legal property to yourself without full and adequate consideration or accept a gift of the principal's property unless this Power of Attorney specifically authorizes you to transfer property to yourself or accept a gift to the principal's property. If you transfer the principal's property to yourself without specific authorization in the Power of Attorney, you may be prosecuted for fraud and/or embezzlement. In addition, you may be sued in a civil court.

I have read the forgoing notice and understand the legal and fiduciary duties that I assume by acting or agreeing to act as the agent (attorney-in-fact) under the terms of this Power of Attorney.

  
**ASPEN MAURINE MATHIAS**

STATE OF OREGON            )  
  ) ss.  
County of Washington    )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for the County of Washington, State of Oregon, personally appeared **ASPEN MAURINE MATHIAS**, known to me to be the person named in, and whose name is subscribed on, the foregoing Durable Power of Attorney, and acknowledged that she executed the same as her free act and deed.

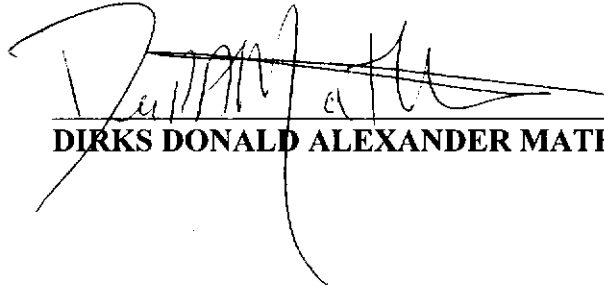
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

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I have read the forgoing notice and understand the legal and fiduciary duties that I assume by acting or agreeing to act as the agent (attorney-in-fact) under the terms of this Power of Attorney.

  
**DIRKS DONALD ALEXANDER MATHIAS**

STATE OF OREGON            )  
  ) ss.  
County of Washington    )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for the County of Washington, State of Oregon, personally appeared **DIRKS DONALD ALEXANDER MATHIAS**, known to me to be the person named in, and whose name is subscribed on, the foregoing Durable Power of Attorney, and acknowledged that he executed the same as his free act and deed.

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Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_