



Durable Power of Attorney and Indemnification Agreement for Power of Attorney Registration

Purpose:

This Power of Attorney is limited to Account Owner transactions in the Oregon College Savings Plan account(s) identified herein. This Power of Attorney does not apply to any other matters.

Caution to the account owner:

This is an important legal document. It creates a power of attorney that provides the person you designate as your Attorney-in-Fact with broad powers to spend your money, and sell or dispose of your property during your lifetime without telling you.

When your Attorney-in-Fact exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information For The Attorney-in-Fact" at the end of this document describes your Attorney-in-Fact's responsibilities.

You do not lose your authority to act even though you have given your Attorney-in-Fact similar authority. You can revoke or terminate this power of attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an Attorney-in-Fact for acting improperly.

Use of this form by the Account Owner to create a power of attorney with respect to the Oregon College Savings Plan account(s) identified herein is required by the Oregon College Savings Plan and Vestwell State Savings, LLC (the "Program Manager" of the Oregon College Savings Plan). However, you are solely responsible for determining the appropriateness of this form to your circumstances, and acknowledge that you are not relying on any advice or recommendations from the Oregon College Savings Plan, the Program Manager or any of their affiliates in the use of this form. If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you. You and your Attorney-in-Fact must sign, and all signatures must be notarized.

Need help?

Give us a call Monday – Friday
from 6am – 5pm PT at
1-866-772-8464

Individuals with speech or hearing disabilities may dial 711 to access Telecommunications Relay Service (TRS) from a telephone or TTY.

Mail the form to:

Oregon College Savings Plan
P.O. Box 534440
Pittsburgh, PA 15253- 4440

Overnight Mail:

Oregon College Savings Plan
Attention: 534440
500 Ross Street, 154-0520
Pittsburgh, PA 15262

Fax

833-286-8172



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Name of Account Owner (First and last)

OS _____
Oregon College Savings Plan account number
(Your account number may be 12 or 13 digits)

_____-_____-_____
Telephone number

I, _____
Name of Account Owner (First and last)

of _____
Address of Account Owner

do hereby, make constitute and appoint _____
Name of Agent (First and last)

whose specimen signature is _____
Signature of Agent (First and last)

and whose address is _____
Address of Agent

and whose Date of Birth is _____
Date of Birth of Agent

and whose Social Security Number is _____
Social Security Number of Agent

my true and lawful Attorney-in-Fact. All references herein to my Attorney-in-Fact shall be to such person.

THIS IS A DURABLE POWER OF ATTORNEY AND THE AUTHORITY OF MY ATTORNEY-IN FACT SHALL NOT TERMINATE IF I LATER BECOME DISABLED OR INCAPACITATED OR IN THE EVENT OF LATER UNCERTAINTY AS TO WHETHER I AM DEAD OR ALIVE.

I do hereby give and grant to my Attorney-in-Fact the power to act in my name, place and stead, and on my behalf with respect to the above referenced Oregon College Savings Plan account(s) in any way that I myself could do if I were personally present, such power to be used for my benefit and to be exercised by my Attorney-in-Fact only in a fiduciary capacity. Specifically, my Attorney-in-Fact shall have the power:

To deposit or invest funds owned wholly or partly by me in the above referenced Oregon College Savings Plan account(s); to withdraw, now or in the future, any funds from the above referenced Oregon College Savings Plan account(s); to change the beneficiary of the above- referenced Oregon College Savings Plan account(s); and to otherwise manage and enter into all other lawful transactions with respect to the above referenced Oregon College Savings Plan account(s).

Inducement of third parties

To induce the Oregon College Savings Plan and the Program Manager, and any of their respective affiliates, agents, or employees, and any third party (collectively, the “Third Parties,” and individually, a “Third Party”), to act hereunder, I hereby agree that any Third Party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such Third Party unless and until actual written notice or actual knowledge of such revocation or termination shall have been received by such Third Party, and such Third Party shall have had a reasonable amount of time to act on such notice or knowledge.

To further induce the Third Parties, I, for myself and for my heirs, executors, legal representative, and assigns, hereby agree to indemnify and hold harmless any such Third Party from and against all claims that may arise against such Third Party by reason of acting upon instructions, either oral or in writing, believed to have originated from said Attorney-in-Fact, and from any and all acts of said Attorney-in-Fact with respect to my Oregon College Savings Plan account(s) in reliance upon this Durable Power of Attorney.

The authorization and indemnity are continuing and shall remain in full force and effect and shall be binding upon the undersigned’s heirs, executors, successors, beneficiaries, or assigns until revoked by the undersigned by a written notice addressed to the Program Manager and delivered to its main office, such revocation shall not affect any liability in any way resulting from transactions initiated prior to the Program Manager acting on such revocation within a reasonable amount of time. In case of the disability or incompetence of the Account Owner, this Durable Power of Attorney shall continue and the Program Manager (and its affiliates) and the Oregon College Savings Plan may continue to rely on this Durable Power of Attorney and shall not be responsible for any action taken on the basis of this Durable Power of Attorney until the Program Manager has received written notice of the Account Owner’s revocation or termination of this Durable Power of Attorney addressed to the Program Manager and delivered to its main office.

Any grant of a Durable Power of Attorney made by me subsequent to the date of execution of this Durable Power of Attorney shall not revoke this Durable Power of Attorney, unless the subsequent Durable Power of Attorney contains a statement to the contrary and specifically refers to this Durable Power of Attorney by its date. Any person relying on this power of attorney may rely on a photocopy as if it were an original.

I may revoke this Durable Power of Attorney at any time.



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The undersigned has read the foregoing in its entirety before signing. IN WITNESS WHEREOF, I have hereunto

set my hand this _____ day of _____, 20____ .
Day (#) Month Year

Signature of Grantor of Power of Attorney

STATE OF _____
State

COUNTY OF _____
County

This instrument was acknowledged before me

physical presence online notarization

on _____
Date (mm/dd/yyyy)

by _____
Name of person (First and last)

My term expires: _____
Date (mm/dd/yyyy)

Notary Public (Seal)

Signature of Notary Public



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Affidavit of Attorney-In-Fact

Important information for the Attorney-in-Fact:

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the Account Owner. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- Act according to any instructions from the Account Owner, or where there are no instructions, in the Account Owner’s best interest;
- Avoid conflicts that would impair your ability to act in the Account Owner’s best interest;
- Keep the Account Owner’s property separate and distinct from any assets you own or control, unless otherwise permitted by law;
- Keep a record of all receipts, payments, and transactions conducted for the Account Owner; and
- Disclose your identity as the Attorney-in-Fact wherever you act for the Account Owner by writing or printing the Account Owner’s name and signing your own name as “Attorney-in-Fact”.

STATE OF _____
State

COUNTY OF _____
County

I, _____, of lawful age, being duly sworn on
Name of Agent (First and last)

this oath says that _____, as principle, who resides at
Name of Account Owner (First and last)

Address of Account Owner

did on this _____ day of _____, 20 _____ appoint me true and lawful attorney by the
Day (#) Month Year

foregoing instrument hereby made a part hereof.



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I have read this Durable Power of Attorney and am the Attorney-in-Fact for the Account Owner. I am authorized to act on behalf of the Account Owner as his or her lawful agent, with respect to the Oregon College Savings Plan account(s) listed above, to the extent permitted by law with such authority as set forth in this instrument. I acknowledge my legal responsibilities. I further acknowledge that the Oregon College Savings Plan and the Program Manager will treat all transaction requests coming from me as if they had come directly from the Account Owner.

I hereby agree to indemnify and hold the Oregon College Savings Plan and the Program Manager, and their respective affiliates, agents, or employees, and any third party required to act pursuant to this Durable Power of Attorney, harmless from acting upon instructions believed to have originated from me and from any and all acts involving the account(s) covered by this Durable Power of Attorney.

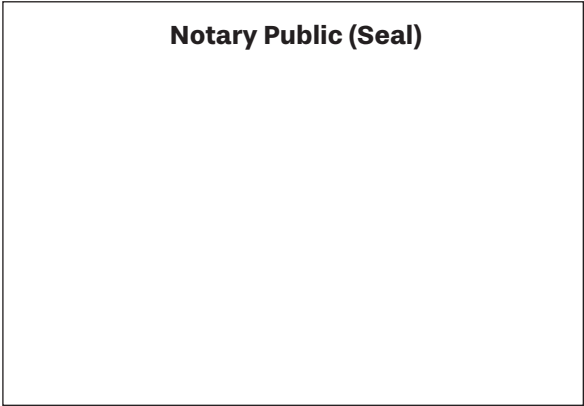
IN WITNESS WHEREOF, I have hereunto signed my name as of the date set forth below adjacent to my signature.

Subscribed and sworn to before me

physical presence online notarization

this _____ day of _____, 20____ .
Day (#) Month Year

My commission expires: _____
Date (mm/dd/yyyy)



Signature of Attorney-In-Fact