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**GENERAL DURABLE POWER OF ATTORNEY FOR PROPERTY
GIVEN BY GERALD B. MARLATT AS PRINCIPAL**

I, Gerald B. Marlatt, as principal (the "Principal") have this day appointed Cynthia Dawn Shreffler, to serve as my Agent ("Agent") and to exercise the powers set forth below. In addition, in order to provide for the succession in the event my Agent cannot continue to serve, I hereby appoint the following person(s) (hereinafter referred to as the "Alternative Agent") to serve as consecutive alternates to my Agent named above:

Geraldine Hope Pierson
First Alternative Agent

Judith Ann Hanson
Second Alternative Agent

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K# 34-81-17
ARTICLE I

Agent. The term "Agent" shall mean Cynthia Dawn Shreffler.

Assets. The term "assets" shall mean: property of all form or nature, real or personal, tangible or intangible, including without limitation, real property; oil, gas, mineral interests, and other natural resources interests; commodity futures; foreign exchange; tangible or intangible personal property; securities and other intangible personal property; general and limited partnership interests; and anything else which may be the subject of ownership.

Authority Period. The term "Authority Period" means a period commencing on the first date following the date first above written that I became incapacitated and ending as of the date the authority granted hereunder is terminated in writing by the Principal.

Disability. I shall be deemed "incapacitated" if (i) each of two licensed physicians have signed an acknowledged instrument certifying that such physician has examined me and has determined that I am incapacitated so as to make it impossible or impractical to act prudently and effectively with regard to, or to give prompt and intelligent consideration to, financial affairs; or (ii) a court of competent jurisdiction has determined by a final and non-appealable order, decree or judgment that I am incapacitated, incompetent or am otherwise unable to act prudently and effectively with regard to, or to give prompt and intelligent consideration to, financial affairs; or (iii) a court of competent jurisdiction has, by a final and non-appealable order, decree or judgment appointed a guardian, conservator, committee or similar fiduciary for my person or property. My Agent or Alternative Agent shall have no responsibility to apply for or appeal any court determination of incapacity, to institute any examination of me, or take any other action to establish that I am incapacitated.

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PETER BENJAMIN
LAKE COUNTY AUDITOR

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First Alternative Agent. The term "first alternative agent" shall mean Geraldine Hope Pierson.

Person. The term "person" shall mean an individual, a partnership, a corporation, a charity, another estate, a trust, an insurer, a bank or other financial institution, a beneficiary, a Personal Representative, a Trustee, and any other entity. It also includes the plural form of that term whenever the facts and context require.

Personal Effects. The term "personal effects" shall mean all family assets which Principal owns at his or her death of a personal or household nature, such as clothing, jewelry, furniture, glassware, silver, works of art, pets, cameras, consumer electronic items, motor vehicles and collections. That term does not include tangible personal property used in a trade, business or profession and does not include intangible personal property, such as stocks, bonds, notes or other similar interests.

Personal Representative. The term "Personal Representative" shall mean any individual, individuals or corporation duly appointed to act and acting as a guardian, conservator, executor, personal representative or trustee for any beneficiary of this Trust.

Principal. The term "Principal" shall mean Gerald B. Marlatt.

Securities. The term "securities" shall mean: common, preferred, and other classes of capital stock; options, warrants, and puts and calls; debentures, notes, bonds, and other fixed income bearing obligations, regardless of conversion privileges, notwithstanding default in interest; common trust funds, collective trust funds, pooled trust funds, annuity contracts, units of participation, investment trust stocks, investment trusts whether of the open and/or closed fund type; and mutual fund shares. That term includes all of the foregoing, regardless of whether they are: (a) listed on any stock exchange, traded in any public market or closely held; (b) registered with, or approved by, any securities commission or other governmental regulatory body; (c) domestic, foreign, or alien; or (d) subject to investment letters or other contractual or legal restrictions on voting rights, management, operation, retention, or disposition.

Second Alternative Agent. The term "second alternative agent" shall mean Judith Ann Hanson.

ARTICLE II

Asset Powers

Commencing as of the beginning of the Authority Period and ending as of the end of the Authority Period, I hereby authorize my Agents to do any and all acts which I could do if personally present. I intend to give my Agent or Alternative Agent the fullest powers possible

and do not intend, by the enumeration of my Agent's or Alternative Agent's powers, to limit or reduce them in any fashion. The authority I hereby grant to my Agent or Alternative Agent hereunder shall include, without limitation, each of the following powers, authorities and discretion with respect to each and all of my assets:

(1) **Investments.** To invest and reinvest assets in other assets, regardless of from whom acquired; regardless of whether they are acquired for cash or on credit; regardless of whether they are income-producing or speculative in nature; regardless of any diversification requirement; to establish, utilize and terminate savings and money market accounts with financial institutions of all types; to terminate any investments whether made by me or my Agent or Alternative Agent, to establish, utilize and terminate savings and money market accounts with financial institutions of all kinds; to establish, utilize and terminate accounts (including margin accounts) with securities brokers; to establish, utilize and terminate managing agency accounts with corporate fiduciaries; to employ, utilize the services of, compensate and terminate the services of such financial and investment advisors and consultants as my Agent or Alternative Agent shall deem appropriate;

(2) **Disposition.**

(a) **Sales.** To sell any assets to any person, including without limitation, sales on credit, with or without security, upon such term and condition as the Trustees shall determine; to enter into short sales of assets, and to borrow assets from any person to make such sales.

(b) **Exchanges.** To enter into exchanges of similar or dissimilar assets of equal value, upon such terms and conditions as my Agent or Alternative Agent shall determine; to adjust for differences in valuation by giving or receiving consideration;

(c) **Options.** To grant purchase options to any persons, regardless of whether consideration is received, upon such terms and conditions as my Agent or Alternative Agent determine;

(3) **Management.**

(a) **Title.** To hold an asset in the name of a nominee or other forms without disclosure of my name, or in a form that allows transfer of title by delivery;

(b) **Operations.** To operate, conserve and manage assets, and in consideration therewith, my Agent or Alternative Agent shall have the power to obtain or vacate plats or adjust boundaries, to contest, pay or compromise tax assessments thereon and to apply for refunds in consideration therewith; to develop, demolish, subdivide, construct, partition; to grant or release easements and dedicate to public use, with or without consideration; to protect, maintain, preserve, insure, demolish, build upon, improve, change, and improve or alter any part thereof; to make ordinary or extraordinary repairs thereon;

(c) **Liens.** To pledge assets to any person as security by way of mortgage, deed of trust, security agreement, pledge agreement or otherwise; to extend, renew, alter, amend, modify, refinance, reduce, extend maturity, satisfy liens on any assets; to prepay or satisfy in whole or in part, any installment of principal and/or interest due on any secured debt; to waive defaults to any lien property, or to accept a deed in lieu of foreclosure;

(d) **Abandonment.** To renounce, disclaim or abandon assets upon such terms and conditions as my Agent or Alternative Agent determines; to cause assets to be lost by foreclosure, tax sale or otherwise, taking into account such matters as any reduction in taxes imposed on me or my assets, and the effect of such abandonment, renouncement or disclaimer on the person receiving such asset;

(e) **Insurance.** To obtain liability insurance on any assets, insuring my Agent or Alternative Agent and/or me and/or my assets against any liability or risk;

(f) **Lease.** To lease, sublease, release, eject, evict, retire or remove tenants or other persons, and to reclaim possession using all lawful means; to collect, sue for and receive rents and profits therefore; to grant options to any persons to lease or sublease; to renew or extend leases, with or without consideration, for any period;

(g) **Removal.** To remove or relocate assets from any jurisdiction to any other jurisdiction, without bond, and for any period;

(4) **Borrowing.** To borrow assets from any person upon such terms and conditions as my Agent or Alternative Agent shall determine, without assuming personal liability, for any purpose in connection with my personal care, support, medical treatment or any personal matter of mine or in connection with any power or authority granted hereunder, or in connection with the administration of my assets; to grant security interests in my assets for the purpose thereof; to place, replace, renew or extend any encumbrance on my assets; to extend, renew, or modify existing debts on the same or different terms and conditions as my Agent or Alternative Agent shall determine; to borrow money upon any life insurance policies owned by me upon my life for any purpose and to grant a security interest in such policy to secure any such loans; and no insurance company shall be under any obligation whatsoever to determine the need for such loan or the application of the proceeds by my Agent or Alternative Agent;

(5) **Lending.** To lend assets to any persons, with or without security, and upon such terms and conditions, and for such periods, as my Agent or Alternative Agent shall determine;

(6) **Banking.** To establish, continue or maintain such savings, checking and other accounts, regardless of whether they bear interest, with banks, savings and loan companies, brokerage houses, or other financial institutions as my Agent or Alternative Agent shall determine; to conduct all deposits, withdrawals, drafts and other transactions incident thereto;

to write checks thereon, to grant security interests therein; to terminate same; to lease one or more safe-deposit boxes and to exercise all rights and privileges incident thereto; to open and maintain one or more margin accounts and to exercise all rights incident thereto, including, without limitations, the purchase of assets, securities, commodities, commodity futures, and foreign currency exchanges;

(7) **Claims and Litigation.** To institute, pursue, supervise, defend, intervene, participate, arbitrate, compromise, dismiss, appeal from any and all legal, equitable, judicial or administrative suits, actions, proceedings, or hearings; to enforce, abandon, compromise settle, pay, prepay, or otherwise satisfy all manners of claims, suits, demands, attachments, liens, arbitration or other forms of actions; to agree to participate and be bound by arbitrators; provided, however, if my assets are insufficient, no such proceedings need be pursued unless and until my assets are sufficient to cover all fees, costs and expenses related thereto;

(8) **Securities.** To sell (including short sales), buy, grant security interests in securities; to establish, maintain, utilize and terminate brokerage accounts, including, without limitation, margin accounts and to buy; and sell securities using said accounts, to exercise, acquire, or sell stock subscription, stock options, warrants or conversion rights; to vote at any meeting of security holders for any purpose; to grant discretionary proxies to any person, with or without power of substitution; to approve, oppose, participate in, or be a party to any mergers, consolidations, reorganizations, recapitalizations, voting trust, dissolution, sale, exchange, encumbrance, lease of assets, or to participate in any other form of corporate action; to deposit securities with a reorganization, protection or similar committee, trustee, or depository; to deposit securities with a clearing house, permit them to be merged with other securities, and to be held in bulk in the name of the nominee; to deposit securities with a Federal Reserve Bank; to permit ownership and other rights and interests in securities to be transferred by book entry, without physical delivery of the securities; to issue letters of investment or other assurances to facilitate the acquisition or sale of securities;

(9) **Stock Options.** To exercise any options to purchase securities under any stock option plan or similar plan in which I am a participant or may hold an option right even though the stock option may be in a corporation in which my Agent or Alternative Agent is interested;

(10) **Self-Dealing.** To act or refuse to act in all matters as if my Agent or Alternative Agent were not financially interested and regardless of any conflict of interest, provided my Agent or Alternative Agent believes such action is in the best interest of me, my assets or people for whom I am responsible;

(11) **Addition.** To receive or reject, in my Agent's or Alternative Agent's sole and absolute discretion, additional assets from any person, and to administer and distribute such assets that are received as a part hereof;

(12) **Closely Held Business.** To continue or allow the continuation of any incorporated or unincorporated business, for any period, or to liquidate or recapitalize such as

my Agent or Alternative Agent determines, to invest additional sums in said business as my Agent or Alternative Agent determines, without limitation, as to any requirement for diversification; to act or select others to act as directors, officers, employees or agents of such business and to receive reasonable compensation for so acting, to remove or discharge directors, officers, employee or agents; to establish and provide for salaries, wages, and employee benefits, and to terminate same; execute and file all tax returns and other government forms which are necessary or advisable; to enter into partnership and other business combinations and relationships; to exercise all rights, discretions and elections of me under any general or limited partnership or joint venture agreement; to carry out and be bound by the terms and conditions of any buy/sell, stock redemption or cross-purchase agreement to which I am a party; to enter into, modify, terminate, continue, or renegotiate all forms of agreements, contracts and business arrangements with all persons; and to make any other suitable or necessary arrangement for the conduct of such business.

(13) **Power with Respect to Employment Benefits.** To create and contribute to an IRA, employee benefit plan, KEOGH or any retirement plan for my benefit; to select any payment option under any IRA or retirement plan in which I am a participant, or to change options I have selected; to make and change beneficiary designations; to make voluntary contributions to such plans; to make "roll-overs" of plan benefits to other retirement plans; to borrow money and purchase assets therefrom and sell assets thereto, if authorized by any such plan;

(14) **Power with Respect to Bank Accounts.** To establish accounts of all kinds, including checking and savings, for me with financial institutions of any kinds, including but not limited to banks and thrift institutions, to modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am an authorized signatory (except accounts held by me in a fiduciary capacity), whether or not any such account was established by me or for me by my Agent or Alternative Agent, to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; to contract for any services rendered by any bank or financial institution;

(15) **Power to Withdraw Funds from Trusts.** To withdraw and/or receive the income or principal of any trust over which I may have a right of receipt or withdrawal; to request and receive the income or principal of any trust with respect to which the trustee thereof has the discretionary power to make distributions to or on my behalf, and to execute and deliver to such trustee or trustees a receipt and release or similar document for the income or corpus so received;

(16) **Power to Resign from Fiduciary Positions.** To resign from any fiduciary position to which I have been or may be appointed or elected, including but not limited to Personal Representative, attorney-in-fact, and officer or director of a corporation; and any governmental or political office or position to which I have been or may be elected or appointed; to file an accounting with a court of competent jurisdiction or take another action as my Agent or Alternative Agent shall deem appropriate to effectuate such resignation;

(17) **Power with Respect to Insurance.** To insure my life or the life of anyone in whom I have an insurable interest; to continue life insurance policies now or hereafter owned by me on either my life or the lives of others; to pay all insurance premiums; to select any options under such policies; to increase coverage under any such policy; to borrow against any such policy; to pursue all insurance claims on my behalf; to purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support; to sell, assign (absolutely and collaterally), hypothecate or to pledge any such policy; to carry insurance of such kind and in such amounts as my Agent or Alternative Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability; to pay the premiums therefor; to pursue claims thereunder; to designate and change beneficiaries of insurance policies insuring my life and beneficiaries under any annuity contract in which I have an interest; to decrease coverage under or cancel any of the policies described herein, to receive and make such disposition of the cash value upon termination of any such policy as my Agent or Alternative Agent shall deem appropriate;

(18) **Power With Respect To Taxes.** To prepare, sign and file federal, state, and/or local income, gift and other tax returns of all kinds, including joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, to pay taxes due, collect and make such disposition of refunds as my Agent or Alternative Agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; and generally to represent me or obtain professional representation for me in all tax matter and proceedings of all kinds and for all periods between the years 1975 and 2025 before the Internal Revenue Service and all state and local authorities;

(19) **Power to Make Gifts.** To make gifts, grants or other transfers without consideration either outright or in trust, (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such Persons as my Agent or Alternative Agent shall select; to make payments for the college and post-graduate tuition and medical care of my spouse and dependents; to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code and any successor sections thereto and/or similar provisions of any state or local gift tax laws; to pay any gift tax that may arise by reason of such gift; provided, however, my Agent or Alternative Agent shall not make any gifts to my Agent or Alternative Agent nor to any person whom my Agent or Alternative Agent has any obligation to support;

(20) **Power to Provide to Others.** To support and/or continue to support any person whom I have undertaken to support or to whom I may owe an obligation of support, in the same manner and in accordance with the same standard of living as I may have provided in the past, (adjusted if necessary by circumstances and inflation).

(21) **Power to Fund Existing Trusts.** To transfer my assets into any revocable living trust of which I am a trustor.

ARTICLE III

Care and Control of My Person

In addition to the authority, powers and discretions granted in Article One, and not in limitation thereof, at any time and from time to time during the Authority Period, my Agent or Alternative Agent is authorized in my Agent's or Alternative Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

(1) Power to Provide for Principal's Support. To do all acts necessary, appropriate, incident or convenient for maintaining my customary standard of living; and if necessary make such arrangement, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment as my Agent or Alternative Agent determines;

(2) Power to Provide for Recreation and Travel. To take all action necessary or desirable to enable me to engage in recreational and sports activities, including travel, as my health permits.

(3) Power to Provide for Spiritual or Religious Needs. To take all actions necessary to provide for my spiritual or religious needs;

(4) Power to Provide for Companionship. To provide for companionship for me;

(5) Power to Make Advance Funeral Arrangements. To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent or Alternative Agent shall deem appropriate;

ARTICLE IV

Incidental Powers

In connection with the exercise of the powers herein described, during the Authority Period, my Agent or Alternative Agent is fully authorized and empowered to perform any acts and do anything and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient with respect to such exercise or exercises, including without limitation the following:

(1) Resort to Courts. To seek on my behalf and at my expense from any court of competent jurisdiction, a declaratory judgment, a mandatory injunction, or actual and punitive damages which are necessary, appropriate, incident or convenient to enforcing the provisions hereof and seeking all remedies afforded to me or my Agent or Alternative Agent hereunder;

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(2) **Agents.** To employ and compensate investment advisors, attorneys, accountants, tax advisors, brokers, real estate agents, counselors, bookkeepers, clerks, private investigators, stenographers, domestic servants, medical professionals, counselors, companions, servants, employees and other agents or assistants, even if they are associated or affiliated with my Agent or Alternative Agent; to act without independent investigation on their recommendations;

(3) **Expenses.** To pay all costs, fees, commissions, assessments, calls, liens or other expenses incurred in exercising the powers otherwise granted herein;

(4) **Sign Documents, Etc.** To execute, endorse, seal, acknowledge, deliver and file or record agreements, instruments or conveyance of any asset, instruments granting and perfecting security instruments and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions and certificates;

(5) **Miscellaneous.** To make any payment, to take any action, and to make, execute, endorse, seal, acknowledge, deliver, file of record, and receive any deed, agreement, contract, document, security agreement, orders for payment of money, receipts, releases, waivers, elections, consents, vouchers, or other instrument which is necessary or advisable to exercise any of the foregoing rights and discretions, or to effect or implement any provision of this instrument; in acting under this instrument, to rely upon any letter, notice, certificate, affidavit, telegram, facsimile, cable, or other information which is believed to be genuine.

(6) **Borrow, Spend, Liquidate, Secure.** To expend my funds and to liquidate my assets or to borrow assets in order to produce such funds and to secure any such borrowings with security interests in any asset that I may now or hereafter own;

(7) **Power To Do Miscellaneous Act.** To open, read, respond to and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds, to take, receive or deny custody or all of my documents or instruments, and to disclose or refuse or disclose such documents; to obtain and release or deny information or records of all kinds relating to me, any interest of mine or to any person for whom I am responsible; to house and provide for any animals or other living creatures that I may own and to contract for and pay the expenses of their proper veterinary care and treatment.

ARTICLE V

Third Party Reliance

For the purpose of inducing all persons, organizations, corporations and entities including but not limited to any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or party to act in accordance with the instructions

of my Agent or Alternative Agent given in this instrument, I hereby represent, warrant and agree that:

(1) **Third Party Liability for Revocation and Amendments.** If this instrument is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold any Person harmless from any loss suffered, or liability incurred by such Person in acting in accordance with the instructions of my Agent or Alternative Agent acting under this instrument prior to the receipt by such Person of actual notice of any such revocation or amendment.

(2) **Agent or Alternative Agent Has Power to Act Alone.** The powers conferred on my Agent or Alternative Agent by this instrument may be exercised by my Agent or Alternative Agent alone as if I were personally present, competent, and were acting on my own behalf. All acts lawfully done by my Agent or Alternative Agent hereunder shall be deemed to have been done with my consent and shall have the same validity and effect as if I personally exercised the powers myself. All such acts shall inure to the benefit of and bind me and my heirs, assigns and personal representatives.

(3) **No Liability to Third Parties for Reliance on Agent or Alternative Agent.** No Person who acts in reliance upon any representations my Agent or Alternative Agent may make as to (a) the fact that my Agent's or Alternative Agent's powers are then in effect, (b) the scope of my Agent's or Alternative Agent's authority granted under this instrument, (c) my competency at the time this instrument is executed, (d) the fact that this instrument has not been revoked, or (e) the fact that my Agent or Alternative Agent continues to serve as my Agent or Alternative Agent shall incur any liability to me, my estate, my heirs or assigns for permitting my Agent or Alternative Agent to exercise any power granted hereunder, nor shall any person who deals with my Agent or Alternative Agent be responsible to determine or insure the proper application of fund or property.

(4) **Authorization to Release Information to Agent or Alternative Agent.** All persons from whom my Agent or Alternative Agent may request information regarding me, my personal, medical or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my Agent or Alternative Agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs and assigns for complying with my Agent's or Alternative Agent's requests. To the extent necessary to permit such release, I hereby expressly waive all privileges which are applicable to such information.

ARTICLE VI

Restrictions on Powers

Notwithstanding any provision herein to the contrary, my Agent or Alternative Agent:

(1) **Prohibition on Power Over Life Insurance on Agent's or Alternative Agent's Life.** Shall have no power or authority whatsoever with respect to any interest I may own in any policy of insurance on the life of my Agent or Alternative Agent.

(2) **Prohibition on Power Over Prior Transfers.** Shall have no power or authority whatsoever with respect to (a) any irrevocable trust created by my Agent or Alternative Agent as to which I am a trustee or a beneficiary or (b) any asset given to me by my Agent or Alternative Agent.

(3) **Prohibition on Power to Benefit Agent or Alternative Agent.** Shall be prohibited (except as specifically authorized in this instrument) from (a) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to my Agent or Alternative Agent, my Agent's or Alternative Agent's estate, my Agent's or Alternative Agent's creditors, or the creditors of my Agent's or Alternative Agent's estate (b) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such assets to pass in any one calendar year directly or indirectly to my Agent or Alternative Agent or his or her estate, (c) using my assets to discharge any of my Agent's or Alternative Agent's legal obligations, including any obligation of support which my Agent or Alternative Agent may owe to others (excluding those whom I am equally with my Agent or Alternative Agent legally obligated to support).

ARTICLE VII

Durability Provision

This power of attorney shall not be affected by subsequent disability or incapacity of the Principal.

ARTICLE VIII

Administrative Provisions

The following provisions shall apply:

(1) **Reimbursement of Agent or Alternative Agent.** My Agent or Alternative Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent or Alternative Agent on my behalf under any provision of this instrument and my Agent or Alternative Agent shall be entitled to reasonable compensation for services rendered hereunder.

(2) **Waiver of Certain Fiduciary Responsibilities.** My Agent or Alternative Agent and my Agent's or Alternative Agent's heirs, successors and assigns are hereby released

and forever discharged from any and all liability upon any claim or demand of any nature whatsoever by me or my heirs and assigns arising out of the acts or omissions of my Agent or Alternative Agent, except for willful misconduct or gross negligence. My Agent or Alternative Agent shall have no responsibility to make my property productive of income, to increase the value of my assets or to diversify my investments.

(3) **No Duty to Monitor Health.** My Agent or Alternative Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental competence to determine if any actions need to be taken under this instrument.

(4) **Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

(5) **Governing Law and Applicability to Foreign Jurisdiction.** This instrument shall be governed by the laws of the State in which I am residing at the time I signed this instrument in all respects, including its validity, construction, interpretation and termination, and to the extent permitted by law shall be applicable to all assets, now owned by me or acquired by me in the future.

(6) **Revocation, Removal, Amendment and Resignation.** This instrument may be amended or revoked by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent or Alternative Agent. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My Agent or Alternative Agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me.

(7) **Appointment of Guardian or Conservator.** It is my intention, with this General Durable Power of Attorney for Property, my Durable Power of Attorney for Health Care and my Living Trust, to provide for the management of my financial and personal affairs, without the need for a court appointed guardian or conservator, should I become incapacitated. However, if a court proceeding for the appointment of such a fiduciary is instituted, I request that the person serving as my Agent under this General Durable Power of Attorney for Property at the time be appointed by the court as the guardian or conservator of my property.

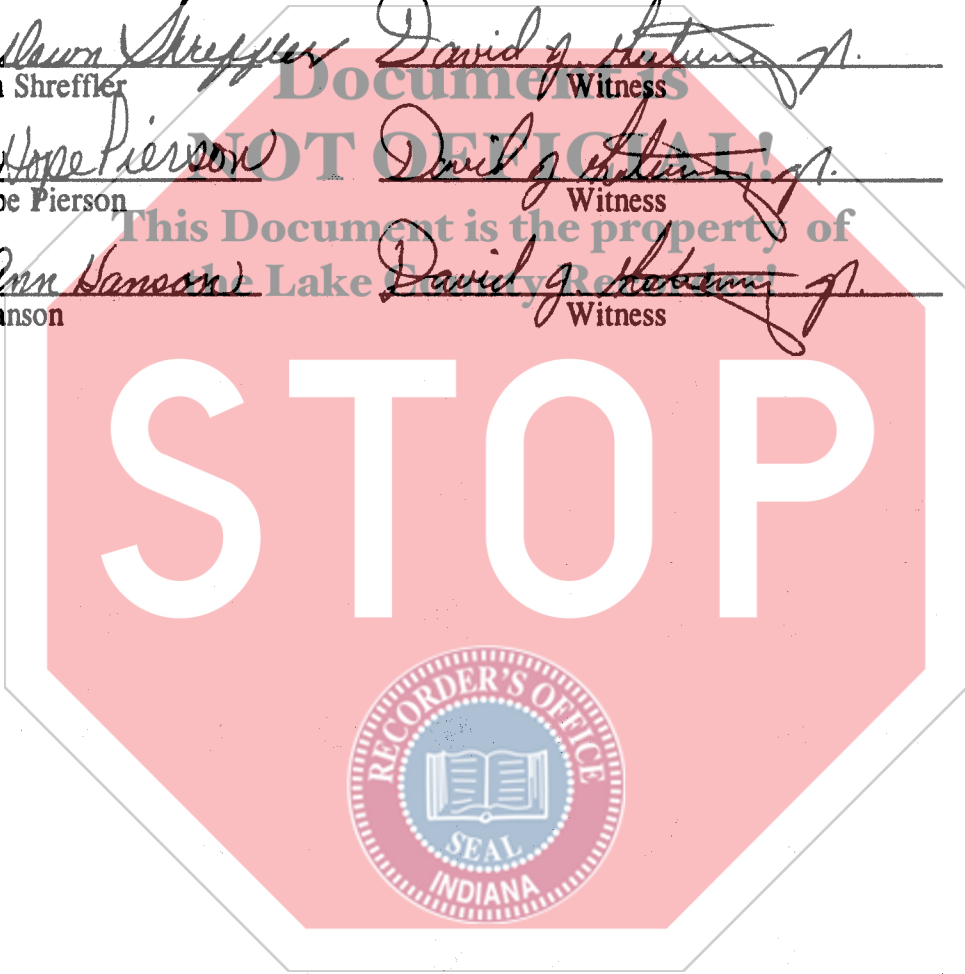
(8) **Counterpart Originals.** This instrument has been executed in multiple counterpart originals. All such counterpart originals shall have equal force and effect.

(9) **Photocopies.** My Agent or Alternative Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent or Alternative Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

ACCEPTANCE BY AGENT

The undersigned acknowledges and accepts appointment as Agent or Alternative Agent under this instrument.

Cynthia Dawn Shreffler David J. Hartman, Jr.
Cynthia Dawn Shreffler Witness
Geraldine Hope Pierson David J. Hartman, Jr.
Geraldine Hope Pierson Witness
Judith Ann Hanson David J. Hartman, Jr.
Judith Ann Hanson Witness



14