

6

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2002 111128

2002 DEC -4 AM 9: 10

MORRIS W. CARTER
RECORDER

TICOR HBT
920027466

DURABLE POWER OF ATTORNEY

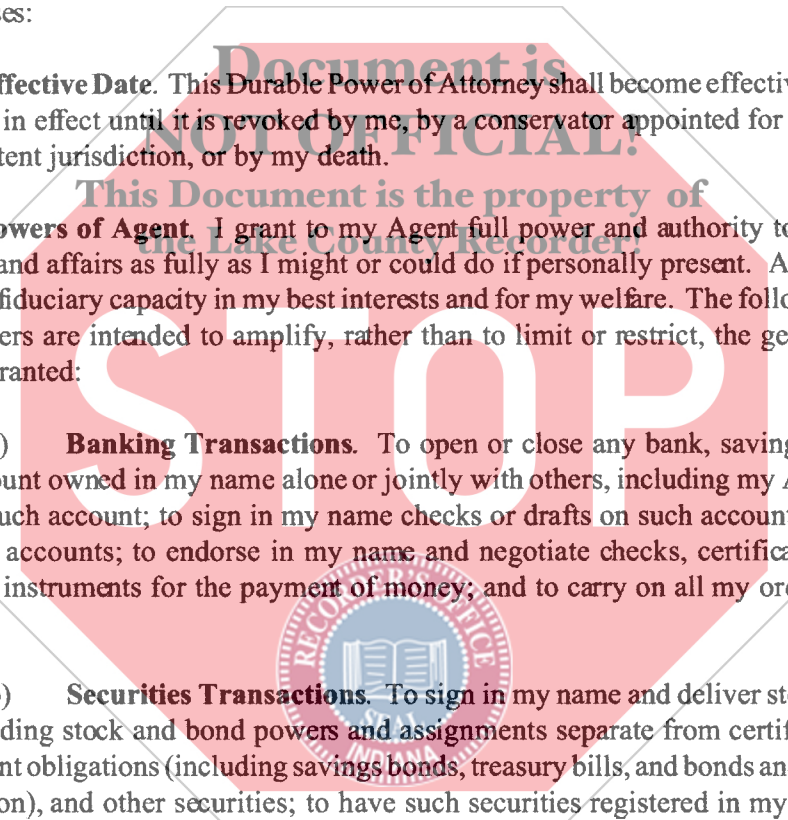
I, JOSEPH^DBURNS, the principal, of 422 Edgewater, Hobart, Indiana 46342, do hereby appoint REBECCA J. PUPLAVA, of 1632 Indianapolis Blvd., Whiting, Indiana 46394, as my agent and attorney-in-fact (hereinafter my "Agent"). If REBECCA J. PUPLAVA is unwilling or unable to serve for any reason, then I appoint THOMAS J. PUPLAVA, SR., of 1632 Indianapolis Blvd., Whiting, IN 46394, to act as my Agent. If both REBECCA J. PUPLAVA and THOMAS J. PUPLAVA, SR. are unwilling or unable to serve for any reason, then I appoint DIANE J. PUPLAVA, of 1632 Indianapolis Blvd., Whiting, Indiana 46394, to act as my Agent. This Durable Power of Attorney is granted for the following purposes:

1. **Effective Date.** This Durable Power of Attorney shall become effective immediately and shall remain in effect until it is revoked by me, by a conservator appointed for my benefit, by a court of competent jurisdiction, or by my death.

2. **Powers of Agent.** I grant to my Agent full power and authority to deal with my estate, property, and affairs as fully as I might or could do if personally present. All powers shall be exercised in a fiduciary capacity in my best interests and for my welfare. The following specially enumerated powers are intended to amplify, rather than to limit or restrict, the general power of attorney herein granted:

(a) **Banking Transactions.** To open or close any bank, savings and loan, or credit union account owned in my name alone or jointly with others, including my Agent; to make deposits to any such account; to sign in my name checks or drafts on such accounts; to withdraw funds from such accounts; to endorse in my name and negotiate checks, certificates of deposit, drafts, and other instruments for the payment of money; and to carry on all my ordinary banking business.

(b) **Securities Transactions.** To sign in my name and deliver stock certificates and bonds (including stock and bond powers and assignments separate from certificates), United States Government obligations (including savings bonds, treasury bills, and bonds and notes of every type or description), and other securities; to have such securities registered in my name alone or jointly with others, including my Agent; to receive and provide receipts for all dividends and interest; to vote stock in person or by proxy; to sell, cash, redeem, exchange, and transfer any security; and to open or close or write drafts against any brokerage, money market fund, cash



20-
MTC
HBT

management, or other similar account owned in my name alone or jointly with others, including my Agent.

(c) **Real Estate and Tangible Personal Property.** To purchase, sell, exchange, or lease real estate or tangible personal property or any interest therein; to sign in my name, grant, and deliver options, purchase agreements, deeds, bills of sale, easements, mortgages, land contracts, leases, security agreements, installment contracts, and other similar or related documents; to exercise all options, rights of first refusal, ownership, lessor, lessee, or other rights with respect to any of my real estate or tangible personal property, including the right to title such property jointly with others, including my Agent, and the right to plat and partition real estate; and to insure and safeguard my real estate and tangible personal property. ***SEE ATTACHED LEGAL DESCRIPTION**

(d) **Life Insurance, Retirement Assets, and Employee Benefits.** To exercise any right, option, or privilege available to me under any life insurance policy owned by me including the right to surrender the policy, obtain a policy loan, convert the policy to paid up insurance, or change the beneficiary or ownership; provided that, my Agent shall not have or exercise any right, privilege, or incident of ownership with respect to any life insurance policy on my Agents life. In addition, to exercise all rights, options, and privileges (including changing beneficiary designations), involving retirement programs, compensation plans, individual retirement accounts, pension, profit sharing, and other retirement assets and employee fringe benefits.

(e) **Contributions to Retirement Plans.** To the extent that I receive payments qualifying as salary, wages, or earnings from self-employment, my Agent shall have the power to contribute the maximum amount to any qualified retirement plan or individual retirement account established for my benefit in order to achieve the maximum federal income tax deductions therefor.

(f) **Motor Vehicles.** To apply for a certificate of title upon, and endorse in my name and transfer title to any motor vehicle, and to represent in such transfer that title to the motor vehicle is free and clear of all liens and encumbrances except those specifically referenced.

(g) **Business Interests.** To continue to conduct or participate in any business in which I may be engaged regardless of its form for such time and in such manner as my Agent may deem advisable, and to perform or amend any business agreement to which I may be a party; to sell, exchange, modify, or terminate any business; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate, or dissolve any corporation, limited liability company, or other business; and to elect or employ officers, directors, managers, and agents.

(h) **Contracts.** To enter into and perform on my behalf any contract or business transaction and, in fulfillment thereof, to sign in my name and deliver all necessary documents.

(i) **Collection Powers.** To demand, sue for, collect, or forgive all indebtedness owed me; to exercise all legal and equitable remedies to collect indebtedness owed me; to adjust and compromise all indebtedness owed me; and to provide a receipt for and discharge indebtedness owed me.

(j) **Investments.** To invest in stocks, bonds (including United States Treasury Bonds which can be redeemed at par to pay federal estate taxes in my estate), securities, real estate, life insurance, annuities, endowment policies, or in any other investment; to deal with and give instructions to any brokerage firm with respect to the purchase, sale, or other disposition of securities and other assets; to add assets to or withdraw assets from any account in my name; and to sign in my name any representation, certification, or agreement, including agreements regarding margin, option trading, or commodities accounts.

(k) **Tax Matters.** To prepare, sign and file federal, state, or local income, gift, or other tax returns of all kinds (including, without limitation, Forms 1040, 709 and 709A), claims for refund, requests for extension of time, petitions to the Tax Court or other courts regarding tax matters, and any and all other tax-related documents, including, without limitation, receipts, offers, waivers, consents, powers of attorney (including Form 2848), closing agreements; to exercise any elections I may have under federal, state, or local tax law; to signify, as may be required by Section 2513 of the United States Internal Revenue Code of 1986, as amended, or any similar successor provision, my consent to having one-half (1/2) of any gifts made by my spouse considered as made by me; and generally to act in my behalf in all tax matters of all kinds and for all periods from 1996 through 2030 before all persons representing the Internal Revenue Service and any other taxing authority, including receipt of confidential information and the posting of bonds.

(l) **Safe Deposit Box.** To lease a safe deposit box; to enter any safe deposit box leased by me individually or jointly (including drilling if the keys are not available); to withdraw or change the contents thereof; and to exchange or surrender the box.

(m) **Agents.** To retain, compensate, and discharge agents, accountants, attorneys, real estate brokers, and other professionals.

(n) **Social Security and Government Benefits.** To make application to any governmental agency for any benefit or government program to which I may be entitled; and to endorse in my name any checks or drafts made payable to me from any government agency for my benefit, including any social security or veteran's checks.

(o) **Borrow.** To borrow money, unsecured or secured by any of my property, and for such purpose to sign in my name and deliver notes and/or renewals thereof, mortgages, pledges, guaranties, and similar documents.

(p) **Living Trust.** To transfer any of my real estate and personal property, tangible and intangible, to the Trustees of any revocable inter vivos trust which I establish or any trust in which I have an unlimited discretionary right of withdrawal. To accomplish this purpose, my Agent may sign in my name and deliver to my Trustees all deeds, bills of sale, assignments, stock powers, stock certificates, and other documents necessary to transfer legal title to my real and personal property, specifically including disability, hospital, and medical policies and the right to receive payments and profits, and may terminate bank accounts, investment advisory accounts, brokerage accounts, custody accounts, and all other accounts by transferring the balance in these accounts to my Trustees.

(q) **Debts and Expenses.** To pay bills, loans, notes, or other indebtedness owed by me, or which may be incurred by my Agent for my benefit; and to incur and pay all reasonable expenses related to the control, management, and supervision of my property and the maintenance, support, care, and comfort of myself and those dependent upon me (including expenses incurred on my behalf by my Patient Advocate or other person serving under a medical power of attorney I have executed or may execute in the future).

(r) **Legal Proceedings and Claims.** To commence, defend, submit to arbitration, settle, compromise, and resolve all claims and legal and administrative proceedings pertaining to me or my property.

(s) **Disclaimer.** To release or disclaim on my behalf any interest in property acquired by intestate, beneficiary designation, or inter vivos transfer, including exercising or surrendering any right to amend or revoke a revocable trust.

3. **Court-Appointed Fiduciary.** If a petition is made to a court of proper jurisdiction for the appointment of a conservator, guardian of my person and/or estate, or other fiduciary charged with the care of my person and/or management of any or all of my property, then I nominate my agent named herein, including any alternate agent named herein if he or she is acting as my agent at such time, for consideration by the court for appointment.

4. **General Authority.** Subject to those limitations specified in the Prohibitions paragraph below, to do and perform all matters and things, transact all business, make, execute, acknowledge, and deliver all contracts, orders, writings, assurances, and instruments which may be requisite or proper to effectuate any matter pertaining to me or in which I have any interest, and generally to act for me in all matters of any nature or description affecting my business, property, or personal affairs. The enumeration of specific powers in the preceding paragraphs is not intended to, nor does it, limit or restrict the general powers herein granted to my Agent.

5. **Prohibitions.** My Agent shall act only in my best interests and shall not have the power to execute a will or codicil on my behalf or to execute or amend any trust on my behalf; provided that, my Agent may enter into a custodial agreement with a bank with trust powers. My Agent is a fiduciary, possessing no general or limited power of appointment. My Agent shall not exercise any powers which I received from my Agent in a fiduciary capacity, and my Agent shall have no authority to exercise any powers, the exercise of which would cause assets of mine to be considered as taxable in my Agent's estate for the purposes of the federal or Indiana estate taxes.

6. **Interpretation and Governing Law.** Paragraph headings are for convenience only and are not part of this instrument. This instrument is executed and delivered in Indiana and shall be governed by Indiana law.

7. **Third-Party Reliance.** Third parties may rely upon the representation of my Agent as to all matters relating to any power granted to my Agent, and no person who acts in reliance upon the representations of my Agent or the authority granted to my Agent shall incur any liability to me or my estate as a result of permitting my Agent to exercise any power. Copies of this executed

document may be made and delivered by my Agent, and may be relied upon by any person to the same extent as though the copy were an original.

THIS POWER OF ATTORNEY IS NOT AFFECTED BY THE PRINCIPAL'S SUBSEQUENT DISABILITY OR INCAPACITY, OR BY THE LAPSE OF TIME.

I have signed this Durable Power of Attorney on JANUARY 3, 2002.

Joseph Burns
JOSEPH BURNS a/k/a Joseph D. Burns

Witnesses:

Ram Duron

M. Morale

STATE OF INDIANA)
) ss.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me on JANUARY 3, 2002, by JOSEPH BURNS.

Rena Morales
This Document is the property of the Lake County Recorder's Office

Notary Public, Lake County, Indiana
My commission expires: July 6, 2009

RENAE MORALES
NOTARY PUBLIC, Lake County, Indiana
My Commission Expires July 6, 2009
Resident Of Lake County, Indiana

G:\CLN\burns\dpoa.joe.fm

INSTRUMENT PREPARED BY; JOSEPH BURNS



LEGAL DESCRIPTION

Lot 310 in Hidden Lake Unit No. 5, in the City of Hobart, as per plat thereof, recorded in Plat Book 90 page 19, in the Office of the Recorder of Lake County, Indiana.

