DURABLE POWER OF ATTORNEY FOR FINANCE CLAUDEEN ROBY

ARTICLE I Creation

- I, Claudeen Roby, as Principal and a resident of the State of Indiana designate the following persons, in order of preference and succession, to serve as Attorney-In-Faquiny "Agent") for me and to act as the guardian or limited guardian of my estate should guardian hip proceedings become necessary or desirable:
 - 1) Brenda D. Mullins (my daughter)
 - 2) William G. Mullins JR. (my grandson)

ARTICLE II Effectiveness; Effective Immediately

This Power of Attorney shall become effective immediately and shall survive and continue during my disability, incompetence, incapacity, or partial incapacity. This Power of Attorney shall not be affected by my subsequent disability or incapacity or by lapse of time. Disability, incompetence, incapacity or partial incapacity shall include, without limitation; my inability to manage my property and affairs or caring for myself effectively, for reasons such as mental illness, mental deficiency or other mental incapacity, physical illness of disability, advanced age, senility, chronic use of drugs, chronic intoxication, which may be evidenced by a contract the contract of the con written statement of my regularly attending physician or two other qualified physicians or by court order.

ARTICLE III When Successor Agent is Entitled to Act

The successor Agent shall be entitled to act upon the death, disability or incapacity determined by the same criteria above, or upon the written resignation of the designated prior Agent or under a written delegation of authority by my Agent.

ARTICLE IV

Page 1 of 7 Initials: CR Date: LJ - 1 - 09 My Agent shall have all powers of an absolute owner over my assets and liabilities, whether located within or without the State of Indiana, including, without limitation, the following power and authority:

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A. Power relating to banking and other financial institution transactions. I empower my attorney-in-fact to:

- 1. continue, modify, and terminate an account or other banking arrangement made by or on behalf of the principal;
- 2. establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the agent;
- 3. hire a safe deposit box or space in a vault;
- 4. contract to procure other services available from a financial institution as the agent considers desirable;
- 5. withdraw by check, order, or otherwise money or property of the principal deposited with or left in the custody of a financial institution;
- 6. receive bank statements, vouchers, notices, and similar documents from a financial institution and to act with respect to them;
- 7. enter a safe deposit box or vault and withdraw or add to the contents;

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- 8. borrow money at an interest rate agreeable to the agent and pledge as security personal property of the principal necessary in order to borrow, pay, renew, or extend the time of payment of a debt of the principal;
- make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to the principal or the principal's order; receive the cash or other proceeds of those transactions; and accept a draft drawn by a person upon the principal and pay it when due;
- 10. receive for the principal and act upon a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument;
- apply for and receive letters of credit, credit cards, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and
- 12. consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

B. Power relating to benefits from Social Security, Medicare, Medicaid, or other governmental programs or from military service. I empower my attorney-in-fact to:

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- 1. execute vouchers in the name of the principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the principal, including allowances and reimbursements for transportation of the principal and the principal's spouse, children, and other individuals customarily or legally entitled to be supported by the principal, and for shipment of their household effects;
- take possession and order the removal and shipment of property of the principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose;
- 3. prepare, file, and prosecute a claim of the principal to a benefit or assistance, financial or otherwise, to which the principal claims to be entitled, under a statute or governmental regulation;
- 4. prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits the principal may be entitled to receive; and
- 5. receive the financial proceeds of a claim of the type described in this section and conserve, invest, disburse, or use anything received for a lawful purpose. ment is the property of

the Lake County Recorder!

ARTICLE V Purposes

My Agent shall have all powers as are necessary or desirable to provide for my support, maintenance, health, emergencies, and urgent necessities.

ARTICLE VI Limitations on Powers

My Agent shall not exercise any of the powers for my Agent's own benefit or in satisfaction of a legal obligation of my Agent except and unless specifically provided for above.

ARTICLE VII Termination and Revocation

A. In General. This power of attorney revokes and supersedes all prior financial powers of attorney executed by me, whether recorded or not. This power of attorney may be

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revoked, suspended or terminated by me at any time or by court order. If this Power of Attorney has been recorded, the written instrument of revocation may be recorded in the office of the recorder or auditor of the place where the power was recorded. Upon my death, this power of attorney shall terminate upon actual knowledge or receipt of written notice thereof by the Agent.

- **B.** By Guardian. A Guardian of my estate appointed by the Court shall have the power to revoke, suspend or terminate this power of attorney, subject to the approval of the court. A Guardian of my person only shall not have the power to revoke, suspend or terminate this power.
- C. Dissolution/Legal Separation. The designation of my spouse or domestic partner as Agent shall terminate upon the filing of a petition for dissolution of relationship, equitable distribution of property, separation or like instrument by either me or my partner, without further notice to my Agent/spouse/domestic partner.

ARTICLE VIII General Provisions

- A. Accounting. My Agent shall keep accurate records of my financial affairs, including documentation of all transactions in which the Agent is involved. My Agent shall account for all actions taken by my Agent for or on behalf of me upon request by me, any guardian or limited guardian of my estate or of my person, any subsequently appointed Agent, any successor Agent acting in such capacity, any primary or alternate Agent named herein, and/or to any subsequently appointed personal representative of my estate.
- B. Reliance. Any person acting in good faith and in reasonable reliance on this power of attorney shall not incur any liability thereby, so long as such party has not received actual knowledge or actual notice of revocation, suspension or termination of this Power of Attorney by death or otherwise. Any action so taken unless otherwise invalid or unenforceable, shall be binding on my heirs, devisees, legatees, or personal representative.
- C. Indemnity. My estate shall hold harmless and indemnify my liability for acts or omissions done in good faith.
- **D.** Compensation. My Agent serving hereunder shall be entitled to receive at least annually, and without court proceedings, reasonable compensation and reimbursement for costs expended. My Agent is authorized and encouraged when s/he deems it desirable or necessary to employ others to aid in the management of my assets, or the exercise of powers under this Power of Attorney or any Power of Attorney for Health Care that I have executed, including but not limited to, lawyers, accountants, financial advisors, physicians or other appropriate persons.
- E. Guardianship. One of the purposes of this document is to avoid the need for a guardianship in the event of my disability or incapacity and this document should be broadly construed to accomplish that purpose. In the event a proceeding is initiated to appoint a

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guardian of my estate, I nominate the person designated as my Agent to serve as Guardian and if s/he is unwilling or unable to serve as Guardian, I nominate my alternate Agent above named.

If someone other than my first above-named Agent ("primary Agent") is appointed as Guardian or Limited Guardian of my estate, my primary Agent shall have the power and authority when s/he is competent, willing and able to act as Guardian to petition the Court to discharge my then appointed Guardian or Limited Guardian, and s/he shall be so appointed by the Court, unless the Court finds good cause against her/his appointment.

- F. Court Enforcement. My Agent shall have the power to seek appropriate court orders mandating acts which my Agent deems appropriate if a third party refuses to comply with decisions made by my Agent which are authorized by this document, or enjoining acts by third parties which my Agent has not authorized. My Agent may bring legal action against any third party who fails to comply with actions I have authorized my Agent to take and demand damages on my behalf for such noncompliance.
- **G** Reliance On Photocopy. Third parties shall be entitled to rely on a photocopy of the signed Original hereof.
- Attorney. This Power of Attorney is intended to be valid in any jurisdiction in which it is presented.
- I. HIPAA Release Authority. I intend for my agent 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.I authorize: any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care provider, any insurance company and the Medical Information Bureau Inc. or other health-care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse.

The authority given my agent shall supersede any prior agreement that I may have made with my health-care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my agent has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health-care provider.

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STATE OF INDIANA }
COUNTY OF Lake
This is to certify that on this
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.
Angela McDuppel
Notary Signature Print Name: Angela McDuffre
Print Name: Angela MCDU+FIE
NOTARY PUBLIC in and for the
State of Indiana, residing about Albert Charle of Indiana CONT T.
My commission expires: My Commission Expires: um ent 18 September 20, 2010
NOT OFFICIAL!
This Document is the property of
the Lake County PLAFFIRM UNDER THE PENALTIES FOH PERJURY, THAT I HAVE TAKEN REASON- ABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT. UNLESS REQUIRED BY LAW. THE PARED RY: CITEMON DENISE MULLINS

DPOAF of Claudeen Roby

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