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# General Durable Power of Attorney of Lorraine A. Wolff

I, Lorraine A. Wolff of 9505 W. 141st Avenue, Cedar Lake, Indiana, am creating a durable power of attorney under Indiana law. I hereby revoke all Powers of Attorney previously granted by me as Principal and terminate all Agency relationships created by me except:

- (i) powers granted by me under any Healthcare Power of Attorney;
- (ii) powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to and withdraw funds from accounts to which I am a signatory; and
- (iii) powers granting access to a safe deposit box.

## Article One Appointment of Attorney-in-Fact

### Section 1.01 Initial Attorney-in-Fact

I appoint Renee L. Rodimel to serve as my Attorney-in-Fact.

### Section 1.02 Successor Attorney-in-Fact

If Renee L. Rodimel fails to serve, I appoint Matthew A. Wolff to serve as my successor Attorney-in-Fact.

### Section 1.03 Prior or Joint Attorney-in-Fact Unable to Act

A successor Attorney-in-Fact, or an Attorney-in-Fact serving jointly with another Attorney-in-Fact, may establish that the acting Attorney-in-Fact or joint Attorney-in-Fact is no longer able to serve as Attorney-in-Fact by signing an affidavit that states that the Attorney-in-Fact is not available or is incapable of acting. The affidavit may (but need not) be supported by a death certificate of the Attorney-in-Fact, a certificate showing that a guardian or conservator has been appointed for the Attorney-in-Fact, a letter from a physician stating that the Attorney-in-Fact is incapable of managing his or her own affairs, or a letter from the Attorney-in-Fact stating his or her unwillingness to act or delegating his power to the successor Attorney-in-Fact.

## Article Two Effectiveness of Appointment - Durability Provision

### Section 2.01 Effectiveness

The authority granted to my Attorney-in-Fact under this power of attorney shall be effective immediately upon signing.

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LAKE COUNTY  
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MICHAEL BROWN  
RECORDER

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**Section 2.02 Durability**

The authority granted to my Attorney-in-Fact under this power of attorney shall not be affected by my subsequent disability, incompetency, incapacity, or lapse of time.

**Section 2.03 Term of General Durable Power of Attorney**

This General Durable Power of Attorney shall expire at the earlier of:

- (i) my death (except for post-death matters allowed under state law); or
- (ii) upon my revocation of this General Durable Power of Attorney.

**Article Three  
General Powers**

I grant my Attorney-in-Fact the powers described in this Article so that my Attorney-in-Fact may act on my behalf. In addition, my Attorney-in-Fact may do everything necessary to exercise the powers listed below.

**Section 3.01 Real and Personal Property Sales**

Unless specifically limited by the other provisions of this power of attorney, my Attorney-in-Fact may sell any interest I own in any kind of property, real or personal. My Attorney-in-Fact may determine the terms of sale and may grant options with regard to sales.

My Attorney-in-Fact may dispose of sales proceeds on my behalf as my Attorney-in-Fact determines is appropriate.

**Section 3.02 Real and Personal Property Purchases**

Unless specifically limited by the other provisions of this power of attorney, my Attorney-in-Fact may buy any kind of property, real or personal. My Attorney-in-Fact may determine the terms for buying property and may obtain options to buy property. In addition, my Attorney-in-Fact may arrange to insure the purchased property, and otherwise arrange for its safekeeping.

My Attorney-in-Fact is authorized to borrow money for the purposes described in this Section and to secure the loan in any manner my Attorney-in-Fact determines is appropriate.

My Attorney-in-Fact is authorized to repay from my funds any money borrowed by me or on my behalf and to pay for any purchases made or cash advanced using my credit cards.

**Section 3.03 Investments**

My Attorney-in-Fact may invest and reinvest all or any part of my property in any other property of whatever type, real or personal, tangible or intangible, and whether located inside or outside the geographic borders of the United States and its possession or territories. Unless specifically limited by the other provisions of this power of attorney, my Attorney-in-Fact may:

- (i) invest in securities of all kinds, limited partnership interests, real estate or any interest in real estate whether or not productive at the time of investment,

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commodities contracts of all kinds, interests in trusts including investment trusts;

- (ii) participate in common, collective or pooled trust funds or annuity contracts;
- (iii) sell or otherwise terminate any investment made by me or on my behalf, and establish and terminate savings and money market accounts at banks and other financial institutions;
- (iv) establish and terminate accounts with securities brokers and use brokerage accounts to make short sales and to buy on margin, and pledge any securities held or purchased in brokerage accounts as security for loans and advances made to the account;
- (v) establish and terminate agency accounts with corporate fiduciaries; and
- (vi) employ and fire financial and investment advisors.

### **Section 3.04 Real Property Management**

My Attorney-in-Fact may manage any real property I now own or may acquire in the future, including my personal residence. Unless specifically limited by the other provisions of this power of attorney, my Attorney-in-Fact may:

- (i) lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease or option extends beyond the term of this power of attorney;
- (ii) eject and remove tenants or other persons from property, and recover the property by all lawful means;
- (iii) collect and sue for rents;
- (iv) pay, compromise or contest tax assessments and apply for tax assessment refunds;
- (v) subdivide, partition, develop, dedicate property to public use without consideration, or grant or release easements over my real property;
- (vi) maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon and alter all or any part of my real property;
- (vii) employ laborers;
- (viii) obtain or vacate plats and adjust boundaries;
- (ix) adjust differences in the property's value on exchange or partition by giving or receiving consideration;
- (x) release or partially release real property from a lien;
- (xi) enter into any contracts, covenants and warranty agreements regarding my real property that my Attorney-in-Fact considers appropriate; and
- (xii) encumber property by mortgage or deed of trust.

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### Section 3.05 Tangible Personal Property Management

My Attorney-in-Fact may manage any tangible personal property I now own or may acquire in the future. Unless specifically limited by the other provisions of this power of attorney, my Attorney-in-Fact may:

- (i) lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease or option extends beyond the term of this power of attorney;
- (ii) recover my property by all lawful means;
- (iii) collect and sue for rents;
- (iv) pay, compromise or contest tax assessments and apply for tax assessment refunds;
- (v) maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and
- (vi) grant security interests in my property.

My Attorney-in-Fact may accept tangible personal property as a gift or as security for a loan.

### Section 3.06 Business Operations

My Attorney-in-Fact may continue ~~operating and managing any~~ business in which I now or later own an interest for the period of time and in any manner my Attorney-in-Fact considers appropriate. Unless specifically limited by the other provisions of this power of attorney, my Attorney-in-Fact may:

- (i) act as a director, general or limited partner, or associate or officer of the business;
- (ii) select and vote for directors, partners, associates and officers of the business and enter into owners' agreements with other owners of any business in which I have an interest;
- (iii) execute agreements and amendments to agreements necessary to the operation of the business including, but not limited to, stockholder agreements, partnership agreements, buy-sell agreements and operating agreements for limited liability companies;
- (iv) hire and fire employees;
- (v) pay employees' salaries and provide for employee benefits;
- (vi) employ legal, accounting, financial and other consultants;
- (vii) continue, modify, terminate, renegotiate and extend any contracts with any person, firm, association or corporation;
- (viii) execute business tax returns and other government forms required for my business;

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- (ix) pay all business related expenses;
- (x) transact business for me in my name and on my behalf;
- (xi) contribute additional capital to the business;
- (xii) change the name or the form of the business;
- (xiii) incorporate the business;
- (xiv) enter into a partnership agreement with other persons;
- (xv) join in a plan to reorganize or consolidate my business, or merge my business with any other business;
- (xvi) establish the value of the business under “buy-out” or “buy-sell” agreements to which I am a party;
- (xvii) create, continue or terminate retirement plans for my business’ employees and make contributions required by those plans;
- (xviii) advance money or other property to the business and make loans of cash or securities to the business as my Attorney-in-Fact considers appropriate; and
- (xix) borrow for the business and secure any loans with business assets or my personal assets.

My Attorney-in-Fact may sell, liquidate or close a business upon terms my Attorney-in-Fact considers appropriate, including a sale in exchange for cash, a private annuity and an installment note or any combination of those arrangements.

**Section 3.07 Partnership Interests**

My Attorney-in-Fact may manage any general limited or special partnership interest I own now or in the future. Unless specifically limited by the other provisions of this power of attorney, my Attorney-in-Fact may:

- (i) exercise any right, power, privilege or option I may have or may claim under any contract with the partnership;
- (ii) modify or terminate my interest on terms and conditions my Attorney-in-Fact considers appropriate;
- (iii) enforce the terms of the partnership agreement for my protection by instituting or maintaining any action, proceeding or otherwise as my Attorney-in-Fact considers appropriate; and
- (iv) defend, arbitrate, settle or compromise any action or other legal proceeding to which I am a party because of my membership in the partnership.

**Section 3.08 Securities**

My Attorney-in-Fact may exercise all rights regarding securities that I own now or in the future. Specifically my Attorney-in-Fact may:

- (i) buy, sell, and exchange all types of securities and financial instruments including but not limited to stocks, bonds and mutual funds;
- (ii) receive certificates and other evidences of ownership with regard to securities;
- (iii) hold securities in bearer or uncertified form and use a central depository, clearing agency or book-entry system such as The Depository Trust Company, Euroclear or the Federal Reserve Bank of New York;
- (iv) place all or any part of my securities in the custody of a bank or trust company or in the name of its nominee;
- (v) employ a broker-dealer as custodian for my securities and register the securities in the name of the broker-dealer or its nominee;
- (vi) exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote;
- (vii) participate in any reorganization, recapitalization, merger or similar transaction; and
- (viii) exercise any subscription rights, option rights (whether or not qualified under the Internal Revenue Code) or other rights to which I am entitled now or in the future, or to sell and dispose of these rights, and, if required, to sign my name to rights, warrants or other similar instruments.

**Section 3.09 Obligations**

My Attorney-in-Fact may collect all rights and benefits to which I am entitled now or in the future, including, but not limited to, rights to cash payments, property, debts, accounts, legacies, bequests, devises, dividends and annuities. In collecting my obligations, my Attorney-in-Fact may demand, sue for, arbitrate, settle, compromise, receive, deposit, expend for my benefit, reinvest or otherwise dispose of these matters as my Attorney-in-Fact determines appropriate.

**Section 3.10 Bank Accounts**

My Attorney-in-Fact may establish bank accounts of any type in one or more bank institutions that my Attorney-in-Fact may choose. My Attorney-in-Fact may modify, terminate, make deposits to, write checks on, make withdrawals from and grant security interests in any account in my name or to which I am an authorized signatory, except accounts held by me in a fiduciary capacity. In exercising this authority, it does not matter whether or not the account was established by me or for me by my Attorney-in-Fact. My Attorney-in-Fact is authorized to negotiate, endorse or transfer any check or other instrument with respect to any account, to contract for any services rendered by any bank or financial institution, and to execute, on my behalf as principal, any agency or power of attorney forms furnished by a bank with respect to accounts with the bank that appoints the bank or any person as my agent.

**Section 3.11 Legal Actions**

My Attorney-in-Fact may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any and all legal, equitable,



judicial or administrative hearings, actions, suits or proceedings involving me in any way. This authority includes, but is not limited to, claims by or against me arising out of property damage or personal injury suffered by or caused by me or under circumstances such that the resulting loss may be imposed on me. My Attorney-in-Fact may otherwise engage in litigation involving me, my property or my legal interests, including any property, interest or person for which or whom I have or may have any responsibility.

### **Section 3.12 Fiduciary Positions**

My Attorney-in-Fact may resign or renounce for me any fiduciary position I hold now or in the future including personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation and any governmental or political office or position. In so doing, my Attorney-in-Fact may file an accounting with the appropriate court of competent jurisdiction or settle on the basis of a receipt, release or other appropriate method.

### **Section 3.13 My Spouse**

My Attorney-in-Fact may deal with my spouse on my behalf. In dealing with my spouse, my Attorney-in-Fact may partition, transfer and exchange any of my marital property estate, whether separate or community property between my spouse and me. My Attorney-in-Fact may enter into and execute on my behalf marital property agreements, partition and exchange agreements or community property agreements or may enforce, amend or revoke any marital property agreement between my spouse and me but only with respect to rights in and obligations with respect to property owned by my spouse, by me or by both of us and with respect to reclassification of management and control over our property.

### **Section 3.14 My Support**

My Attorney-in-Fact may do anything reasonably necessary to maintain my customary standard of living, including:

- (i) Maintain my residence by paying all operating costs, including, but not limited to, interest on mortgages or deeds of trust, amortization payments, repairs and taxes, or by purchasing, leasing or making other arrangement for a different residence;
- (ii) Provide normal domestic help;
- (iii) Provide clothing, transportation, medicine, food and incidentals; and
- (iv) Make all necessary arrangements, contractual or otherwise, for my care at any hospital, hospice, nursing home, convalescent home or similar establishment, or in my own residence should I desire it, and assure that all of my essential needs are met wherever I may be.

### **Section 3.15 Support of Dependents**

My Attorney-in-Fact may make payments as my Attorney-in-Fact deems necessary for the health, education, maintenance or support of my husband and those my Attorney-in-Fact determines to be dependent on me for support.

**Section 3.16 Recreation and Travel**

My Attorney-in-Fact may, at my expense, allow me to engage in recreational and sports activities as my health permits, including travel.

**Section 3.17 Advance Funeral Arrangements**

My Attorney-in-Fact may make advance arrangements for my funeral and burial, including a burial plot, marker and any other related arrangements that my Attorney-in-Fact considers appropriate.

**Section 3.18 Memberships**

My Attorney-in-Fact may establish, cancel, continue or initiate my membership in organizations and associations of all kinds.

**Article Four  
Additional Powers**

In addition to the powers specified in Article Three, my Attorney-in-Fact has the powers specified in this Article. If a power specified in this Article conflicts with a power specified in Article Three, the power specified in this Article controls.

**Section 4.01 Fixtures and Personalty**

My Attorney-in-Fact may engage in real estate transactions or transactions which involve any proprietary lease or stock evidencing my ownership of a cooperative apartment, including all fixtures and articles of personal property used in connection with the real property (my Attorney-in-Fact may include such property in the deeds, mortgages, agreements, and any other instruments to be executed and delivered in connection with real estate transactions and which may be described in said instruments with more particularity).

**Section 4.02 Insurance Transactions**

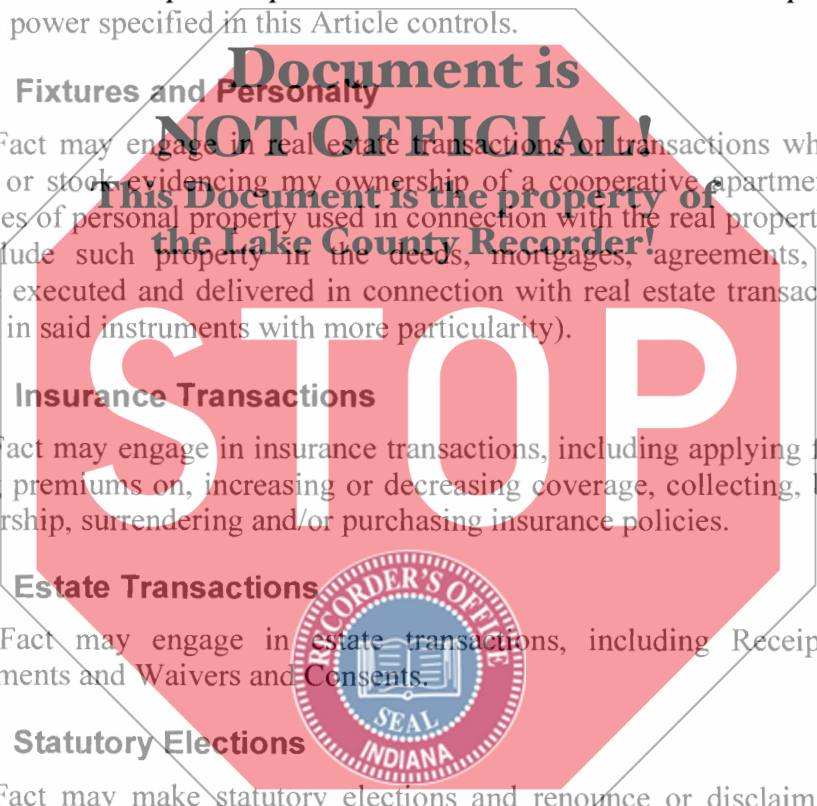
My Attorney-in-Fact may engage in insurance transactions, including applying for, maintaining, canceling, paying premiums on, increasing or decreasing coverage, collecting, borrowing from, transferring ownership, surrendering and/or purchasing insurance policies.

**Section 4.03 Estate Transactions**

My Attorney-in-Fact may engage in estate transactions, including Receipt, Release and Refunding Agreements and Waivers and Consents.

**Section 4.04 Statutory Elections**

My Attorney-in-Fact may make statutory elections and renounce or disclaim any interest in property by testate or intestate succession or by inter vivos transfer consistent with Indiana law.





**Section 4.05 Exercise of Power of Appointment**

My Attorney-in-Fact may exercise in whole or in part, or decline to exercise, my rights under any special or general power of appointment or any rights retained by me in any trust or otherwise, whether or not any such trust or other instrument was created by me or others.

**Section 4.06 Trusts**

My Attorney-in-Fact may create, fund, amend, modify, or terminate revocable or irrevocable inter vivos trusts; accept transfers or distributions from any trustee of any trust; and add property to an existing or subsequently created trust.

Specifically, my Attorney-in-Fact may create and fund a qualified income trust under United States Code, Title 42, Section 1396p(d)(4)(B) if such a trust should be deemed necessary to qualify me for Medicaid benefits and to make arrangements for the diversion of my income to such a trust as necessary to comply with applicable Medicaid rules and regulations.

**Section 4.07 Safe Deposit Boxes**

My Attorney-in-Fact may enter any safe deposit box or other place of safekeeping standing in my name alone or jointly with another and to remove the contents and to make additions.

**Section 4.08 Business Succession Agreements**

My Attorney-in-Fact may enter into buy/sell agreements and any other business succession agreements.

**Section 4.09 Loans and Notes**

My Attorney-in-Fact may engage in all dealings with respect to loans and forgiveness of debts. My Attorney-in-Fact may borrow money on such terms as my Attorney-in-Fact may decide in his or her sole discretion, on a secured or unsecured basis, and to execute all notes, mortgages and other instruments relating to such, provided any such loan carries a fair market interest rate.

**Section 4.10 Annuities**

My Attorney-in-Fact may withdraw from, transfer ownership, surrender and/or purchase any commercial annuity, private annuity or grantor retained annuity trust.

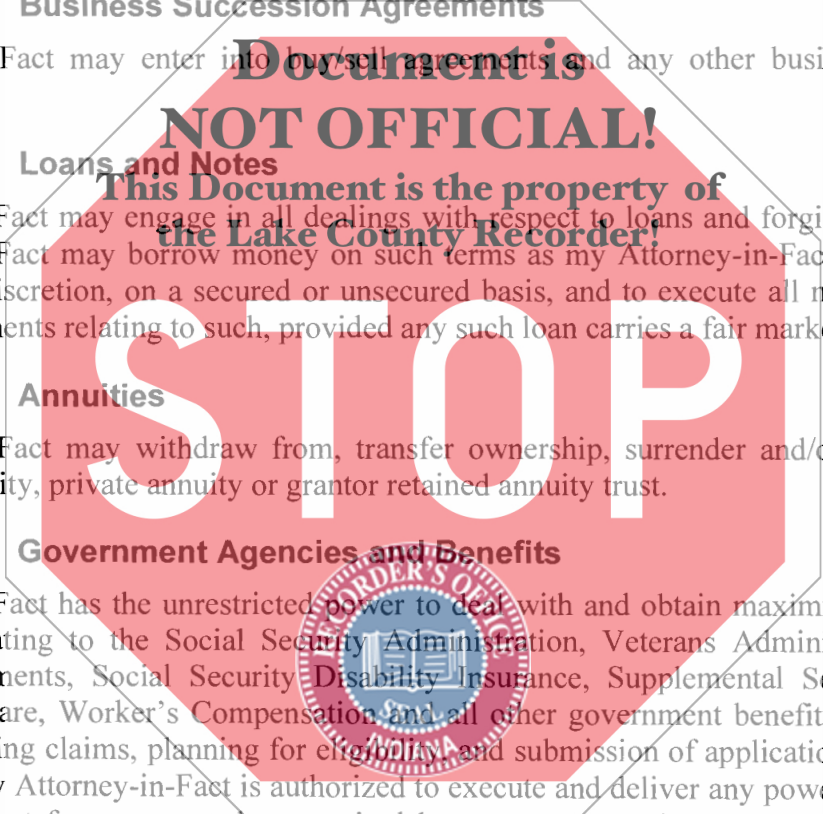
**Section 4.11 Government Agencies and Benefits**

My Attorney-in-Fact has the unrestricted power to deal with and obtain maximum entitlements and benefits relating to the Social Security Administration, Veterans Administration, Social Services Departments, Social Security Disability Insurance, Supplemental Security Income, Medicaid, Medicare, Worker's Compensation and all other government benefits or entitlement programs, including claims, planning for eligibility, and submission of applications and appeals. In this regard, my Attorney-in-Fact is authorized to execute and deliver any power of attorney or authorization to act form requested or required by a governmental agency. This power shall impose no affirmative duty on my Attorney-in-Fact to provide information and/or documentation to any government agency.

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## Section 4.12 Deal with Tax Authorities

My Attorney-in-Fact is authorized to:

- (i) deal with tax authorities, to execute and sign on my behalf any and all Federal, state, local and foreign income and gift tax returns (as authorized under Section 1.6012-1(a)(5) of Title 26 of the Code of Federal Regulations or under any state, local, or foreign authority), including estimated returns and interest, dividends, gains and transfers, and to pay any taxes, penalties and interest due thereon;
- (ii) represent me or to sign an Internal Revenue Service Form 2848 (Power of Attorney or Declaration of Representative) or Form 8821 (Tax Information Authorization), or comparable authorization, appointing a qualified lawyer, certified public accountant or enrolled agent (including my Attorney-in-Fact, if so qualified) to represent me before any office of the Internal Revenue Service, state, local or foreign taxing authority with respect to the types of taxes and years referred to above, and to specify on said authorization said types of taxes and years;
- (iii) receive from or inspect confidential information in any office of the Internal Revenue Service, state, local or foreign tax authority;
- (iv) receive and deposit, in any one of my bank accounts, or those of any revocable trust of mine, checks in payment of any refund of Federal, state, local or foreign taxes, penalties and interest;
- (v) execute waivers (and offers of waivers) of restrictions on assessment or collection of deficiencies in taxes and waivers of notice of disallowance of a claim for credit or refund;
- (vi) execute consents extending the statutory period for assessment or collection of such taxes; to execute Offers in Compromise and Closing Agreements under Section 7121 or comparable provisions of the Internal Revenue Code, as amended, or any federal, state, local or foreign tax statutes or regulations; and
- (vii) delegate authority or to substitute another representative for any one of those previously appointed by me or my Attorney-in-Fact; and to receive copies of all notices and other written communications involving my federal, state, local or foreign taxes at such address as my Attorney-in-Fact may designate.

## Section 4.13 HIPAA Authorization

My Attorney-in-Fact, and any successor Attorney-in-Fact appointed in this power of attorney, shall have the power and authority of a designated representative for all purposes under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. Section 1320d and 45 C.F.R. Parts 160-164. My Attorney-in-Fact and successor Attorney-in-Fact are authorized to execute releases and other documents necessary to obtain disclosure of individually identifiable health information, medical records, and patient files, including psychotherapy notes. This information includes, but is not limited to, any written opinion or assessment of my decision making capacity. This authorization and release apply to all information protected by HIPAA and shall only expire if I revoke this power of attorney.

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**Section 4.14 Reimbursement of Health Care Agent**

My Attorney-in-Fact may reimburse my Healthcare Representative under any health care directive, including but not limited to a Healthcare Power of Attorney, even if such Healthcare Representative is my Attorney-in-Fact, for any costs (including legal fees) reasonably incurred in or as a result of acting pursuant to such health care directive.

**Section 4.15 Employment of Professionals**

My agent may retain, discharge, and pay, in the sole discretion of my Attorney-in-Fact, for the services of attorneys, accountants, financial planners, geriatric care managers, social workers, and any other health care professionals. My Attorney-in-Fact is not obligated to retain or pay for any health care professional on my behalf.

**Section 4.16 Gifting Powers**

If any gift of assets is made pursuant to this provision, I direct that my Attorney-in-Fact, to the extent he or she has actual knowledge of same, shall follow the testamentary provisions contained in my will and/or trust or lifetime pattern of prior gifting.

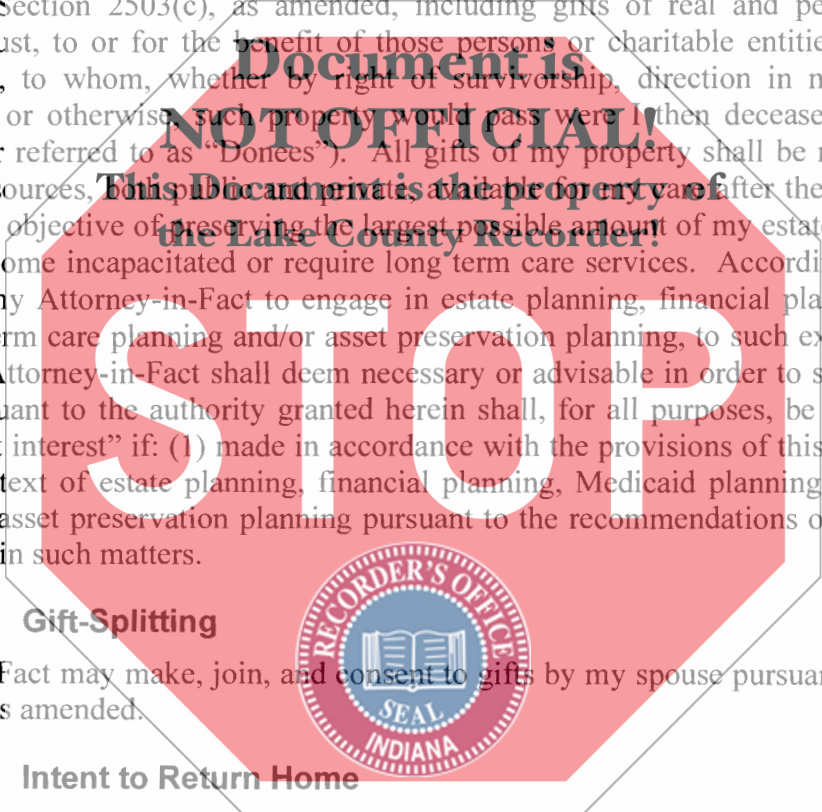
Notwithstanding any other provision of this power of attorney, my Attorney-in-Fact may make gifts of my property in any amount and in excess of the annual exclusion amount under Internal Revenue Code Section 2503(c), as amended, including gifts of real and personal property, outright or in trust, to or for the benefit of those persons or charitable entities, including my Attorney-in-Fact, to whom, whether by right of survivorship, direction in my last will and testament, trust, or otherwise, such property would pass were I then deceased (such persons being hereinafter referred to as "Donees"). All gifts of my property shall be made keeping in mind: (1) the resources, both public and private, available for my care after the making of such gifts; and (2) the objective of preserving the largest possible amount of my estate for my Donees should I die, become incapacitated or require long term care services. Accordingly, I authorize and encourage my Attorney-in-Fact to engage in estate planning, financial planning, Medicaid planning, long term care planning and/or asset preservation planning, to such extent and in such manner, as my Attorney-in-Fact shall deem necessary or advisable in order to serve my wishes. Gifts made pursuant to the authority granted herein shall, for all purposes, be deemed to have been "in my best interest" if: (1) made in accordance with the provisions of this section; and (2) made in the context of estate planning, financial planning, Medicaid planning, long term care planning and/or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters.

**Section 4.17 Gift-Splitting**

My Attorney-in-Fact may make, join, and consent to gifts by my spouse pursuant to the Internal Revenue Code, as amended.

**Section 4.18 Intent to Return Home**

It is my intention to return home if I should be in a hospital, rehabilitation center, or nursing home, and my Attorney-in-Fact shall take all steps, including, but not limited to, executing any





document, affidavit or Declaration of Intent to Return Home on my behalf, to effectuate the same.

**Section 4.19 Domicile**

My Attorney-in-Fact may change or maintain my domicile and/or residency for any and all purposes and take any and all actions to effectuate the foregoing.

**Section 4.20 Nomination of Guardian**

I intend hereby to render unnecessary any future proceeding for a court-appointed Guardian in the event I become temporarily or permanently incapacitated or incompetent. Accordingly, I request, in the strongest possible terms, that any court that may receive or act upon a petition for the appointment of a Guardian should deny such petition so long as my Attorney-in-Fact is acting under this power of attorney.

If a Guardian is ever appointed for me in spite of this request, I direct that the person serving, or named to serve, as my Attorney-in-Fact under this power of attorney be named as my Guardian.

**Section 4.21 Business Activities**

My Attorney-in-Fact may invest in, contribute to, establish, create, and fund any existing or newly created partnership, corporation, limited liability company, limited liability partnership, limited partnership, or other entity and to exercise all rights pertaining thereto.

**Section 4.22 Marital Agreements and Designation of Spouse as Attorney-in-Fact**

My Attorney-in-Fact may enter into, modify or amend any pre-nuptial or post-nuptial agreement to which I am or hereafter become a party. If a named Attorney-in-Fact is my spouse, then this power of attorney as to that named Attorney-in-Fact is automatically revoked, and that Attorney-in-Fact is deemed to have resigned as Attorney-in-Fact upon the filing of any separation or dissolution action between us.

**Section 4.23 Caregiver Agreements**

My Attorney-in-Fact may enter into, execute, modify, alter or amend any contract or agreement (for example, a Caregiver Agreement or Personal Services Contract) pertaining to my medical, personal or general care that I may require at my residence, assisted living facility, nursing facility, or in another's residence on my behalf. I expressly authorize my Attorney-in-Fact to serve as a caregiver under any such agreement and to be paid in accordance with the terms and conditions of such agreement, provided, however, that such services are compensated at fair market value.

**Section 4.24 Qualified Plans**

My Attorney-in-Fact may deal in all respects with any Qualified Plan or Individual Retirement Account that I may own and to make any and all available elections or beneficiary designations on my behalf. If I am a spouse of a participant in a Qualified Plan or Individual Retirement Account, I authorize my Attorney-in-Fact to effect any waiver of my rights to any portion of said

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Plan or to any payout arrangement which may require my consent or approval by law, under any such Plan, or otherwise.

#### **Section 4.25 Enforcement Proceedings**

My Attorney-in-Fact may commence enforcement proceedings, at my expense, against any bank, savings and loan association, credit union, financial institution, brokerage firm, stock transfer agent, insurance company, title insurance company, or other person or entity that fails or refuses to honor this durable power of attorney.

#### **Section 4.26 Credit Cards**

My Attorney-in-Fact may use any credit card in my name; to make purchases on my behalf; to open a new credit card account and to close any existing credit card account.

#### **Section 4.27 Domestic Pets**

My Attorney-in-Fact may make reasonable expenditures for the care, maintenance, support and general welfare of any domestic pet I may own. I authorize any and all payments from my funds for pet care provided by any person or entity, including my Attorney-in-Fact.

#### **Section 4.28 Compensation and Reimbursement to Attorney-in-Fact**

If my Attorney-in-Fact is not a professional (such as an attorney, accountant, geriatric care manager or other professional or entity), my Attorney-in-Fact is not entitled to compensation for services rendered pursuant to this power of attorney. However, my Attorney-in-Fact is entitled to reimbursement for any and all costs incurred caused by acting as Attorney-in-Fact, including but not limited to phone bills, postage, and travel expenses, if necessary, to supervise my care.

If my Attorney-in-Fact is a professional (such as an attorney, accountant, geriatric care manager or other professional or entity), my Attorney-in-Fact shall be compensated for services performed pursuant to this power of attorney at such professional's then stated rates and shall be reimbursed for any and all costs incurred caused by acting as my Attorney-in-Fact, including but not limited to phone bills, postage, and travel expenses, if necessary, to supervise my care.

#### **Section 4.29 Estate and Long Term Care Planning**

- A. My Attorney-in-Fact may engage in estate and long term care planning in furtherance of achieving asset preservation based on all relevant factors, including:
- (i) the value and nature of my property;
  - (ii) my foreseeable obligations and need for maintenance;
  - (iii) minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes; and
  - (iv) eligibility for a benefit, a program, or assistance under a statute or government regulation.

Property transfers made pursuant to the authority granted herein shall, for all purposes, be deemed to have been "in my best interest" if: (1) made in accordance with the provisions of

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this section; and (2) made in the context of estate planning, financial planning, Medicaid planning, long term care planning and/or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters.

B. My Attorney-in-Fact may take any action necessary to effectuate the foregoing, including to qualify me for Social Security Benefits, Supplemental Security Income, Veterans Benefits, Medicaid or any other government benefit program. Such actions may include but shall not be limited to the following:

- (i) convert non-exempt resources into exempt resources;
- (ii) divest me of assets;
- (iii) if my Attorney-in-Fact is my spouse, my spouse may protect our assets, whether owned by me alone, my spouse alone, or by us together as husband and wife, so that my spouse's impoverishment because of my health care costs can be avoided, by whatever lawful methods that might be available;
- (iv) sign a Spousal Refusal;
- (v) sign an Assignment of Support;
- (vi) sign an application for Medical Assistance or any other government benefit program;
- (vii) serve as representative payee;
- (viii) make home improvements and additions to my family residence;
- (ix) pay off, partly or in full, any encumbrance on my family residence;
- (x) purchase a family residence, if I do not own a family residence;
- (xi) purchase a more expensive family residence;
- (xii) transfer the family residence to a spouse who does not need long-term health or nursing care;
- (xiii) divide community property assets equally or unequally between my spouse and me; and
- (xiv) attend and represent me at Fair Hearings.

**Section 4.30 Beneficiary Designations**

My Attorney-in-Fact may select or change the ownership or beneficiary designations on any and all of my accounts, insurance policies, and qualified or non-qualified plans and/or annuities.

**Section 4.31 Duty to Account**

My Attorney-in-Fact shall render statements of account of receipts, disbursements, principal on hand, and transactions conducted on my behalf pursuant to Indiana law.

**Section 4.32 Spiritual and Religious Needs**

My Attorney-in-Fact may arrange for the involvement of religious clergy or spiritual leaders in my care, provide said persons access to me at all times, arrange or maintain my membership in religious or spiritual organizations, and create opportunities for me to derive comfort and



spiritual satisfaction from such activities, including the purchase of religious books, tapes and other materials.

**Section 4.33    Companionship**

My Attorney-in-Fact may provide for such companionship for me, in the sole discretion of my Attorney-in-Fact, as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself.

**Section 4.34    U.S. Mail**

My Attorney-in-Fact may open, read, respond to, and redirect my mail, and represent me before the U.S. Postal Service in all matters relating to mail service.

**Article Five  
Incidental Powers**

My Attorney-in-Fact may perform those acts and execute and deliver those legal documents necessary or appropriate to the exercise of the powers set forth in this power of attorney, including, but not limited to, the following incidental powers.

**Section 5.01    Court Proceedings**

My Attorney-in-Fact may commence any court proceedings necessary to protect my legal rights and interests under this power of attorney including, but not limited to:

- (i) actions for declaratory judgments from any court of competent jurisdiction interpreting the validity of this power of attorney and any of the acts sanctioned by this power of attorney, provided, however, that my Attorney-in-Fact need not seek a declaratory judgment to perform any act sanctioned by this power of attorney;
- (ii) actions for mandatory injunctions requiring any person or entity to comply with my Attorney-in-Fact's directions as authorized by this power of attorney; and
- (iii) actions for actual and punitive damages and the recoverable costs and expenses of such litigation against any person or entity who negligently or willfully fails or refuses to follow my Attorney-in-Fact's directions as authorized by this power of attorney.

**Section 5.02    Document Execution**

My Attorney-in-Fact may sign, execute, endorse, seal, acknowledge, deliver and file or record all appropriate legal documents necessary to exercise the powers granted under this power of attorney.

**Section 5.03    Custody of Documents**

My Attorney-in-Fact may take, give or deny custody of my important documents, including my Will and any codicils, trust agreements, deeds, leases, life insurance policies, contracts or

securities. My Attorney-in-Fact may disclose or not disclose the whereabouts or contents of those documents as my Attorney-in-Fact believes appropriate.

## **Article Six Limitation on Powers**

All powers granted to my Attorney-in-Fact under this power of attorney are subject to the limitations set forth in this Article.

### **Section 6.01 Tax Sensitive Powers**

No individual serving as my Attorney-in-Fact may exercise any fiduciary power or discretion if the exercise of that power or discretion would:

- (i) cause any income generated by my property to be attributed to my Attorney-in-Fact for federal income tax purposes;
- (ii) cause the value of any property subject to this power of attorney to be included in my Attorney-in-Fact's gross estate for federal estate tax purposes;
- (iii) cause any distribution made or allowed to be made by my Attorney-in-Fact to be treated as a gift from my Attorney-in-Fact; or
- (iv) discharge a legal obligation of my Attorney-in-Fact.

If the exercise of a power by my Attorney-in-Fact under this power of attorney would cause any of the foregoing results, a Special Attorney-in-Fact appointed under the provisions of Section 7.02 may exercise the power or discretion.

The Special Attorney-in-Fact appointed for this purpose must be an individual who is not related or subordinate to my Attorney-in-Fact within the meaning of Section 672(c) of the Internal Revenue Code.

### **Section 6.02 My Attorney-in-Fact to Avoid Disrupting My Estate Plan**

If it becomes necessary for my Attorney-in-Fact to liquidate or reinvest any of my assets to provide support for me, I direct that my Attorney-in-Fact, to the extent that it is reasonably possible, avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

If it is necessary to disrupt the dispositive provisions of my estate plan, my Attorney-in-Fact will use his or her best efforts to restore my plan as soon as possible. My Attorney-in-Fact will make reasonable efforts to obtain and review my estate plan. I authorize any person with knowledge of my estate plan or possession of my estate planning documents to disclose information to my Attorney-in-Fact and to provide copies of documents to my Attorney-in-Fact.

## Article Seven Administrative Powers and Provisions

This Article contains certain administrative powers and provisions that facilitate the use of the power of attorney and that protect my Attorney-in-Fact and those who rely upon my Attorney-in-Fact.

### Section 7.01 Release of Information

My Attorney-in-Fact may release and obtain, as the case may be, any and all information regarding my financial investments and taxes, including any information regarding stocks, bonds, certificates of deposit, bank accounts, tax returns, retirement accounts, pension plans, and any other documents or information regarding my financial affairs and taxes from my attorneys-at-law, financial advisors, insurance professionals, accountants, stockbrokers, stock transfer agents, and any other persons having such information.

I release these persons or entities from any liability for releasing the above-referenced information to my Attorney-in-Fact in reliance on this Section.

If my Attorney-in-Fact is an attorney-at-law or other accounting or financial professional, the professional regulations of my Attorney-in-Fact's profession and federal law may prohibit my Attorney-in-Fact from releasing information about my financial affairs to others if I am a client of my Attorney-in-Fact. This instrument, therefore, is a limited waiver of any privilege (such as the attorney-client privilege) that I have established with any Attorney-in-Fact as a client. The privilege is waived for the limited purpose of permitting my Attorney-in-Fact to perform his or her duties under this power of attorney.

### Section 7.02 Appointment of a Special or Ancillary Attorney-in-Fact

My Attorney-in-Fact may appoint, in writing, a corporate fiduciary or an individual to serve as Special Attorney-in-Fact to exercise any power under this power of attorney. My Attorney-in-Fact may revoke any such appointment at will.

If my Attorney-in-Fact determines that it is necessary or desirable to appoint an Ancillary Attorney-in-Fact to act under this power of attorney in a jurisdiction other than this one, my Attorney-in-Fact may do so. In making an appointment, my Attorney-in-Fact may sign, execute, deliver, acknowledge and make declarations in any documents that may be necessary, desirable, convenient or proper in order to carry out the appointment.

A Special or Ancillary Attorney-in-Fact may exercise all powers granted by this power of attorney unless expressly limited elsewhere in this power of attorney or by the instrument appointing the Special or Ancillary Attorney-in-Fact. A Special or Ancillary Attorney-in-Fact may resign at any time by delivering written notice of resignation to my Attorney-in-Fact. Notice of resignation shall be effective in accordance with the terms of the notice.



**Section 7.03 Attorney-in-Fact Authorized to Employ My Attorney**

My Attorney-in-Fact may employ the attorney who prepared this power of attorney or any other attorney employed by me in connection with my estate plan or business matters and I specifically:

- (i) waive any and all conflicts of interest that might arise through such employment;
- (ii) authorize the attorney to make full disclosure of my estate plan and business to the Attorney-in-Fact; and
- (iii) authorize the attorney to accept the engagement.

**Section 7.04 Fiduciary Eligibility of Attorney-in-Fact**

My Attorney-in-Fact shall be eligible to serve in any other fiduciary capacity for me or for my benefit, including trustee, guardian, conservator, committee, executor, administrator, or personal representative.

**Section 7.05 Liability of Attorney-in-Fact**

I release and discharge any Attorney-in-Fact acting in good faith from any and all civil liability and from all claims or demands of all kinds whatsoever by me, my estate, and my heirs, successors and assigns arising out of the acts or omissions of my Attorney-in-Fact, except for willful misconduct or gross negligence. This protection extends to the estate, heirs, successors and assigns of my Attorney-in-Fact.

**Section 7.06 Amendment and Revocation**

I may amend or revoke this power of attorney at any time. Amendments to this document must be made in writing by me personally (not by my Attorney-in-Fact) and must be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

If this power of attorney is revoked or amended, no person will incur any liability to me or my estate as a result of permitting my Attorney-in-Fact to exercise any power authorized by this power of attorney prior to that person's receipt of actual notice that the power of attorney was amended or revoked.

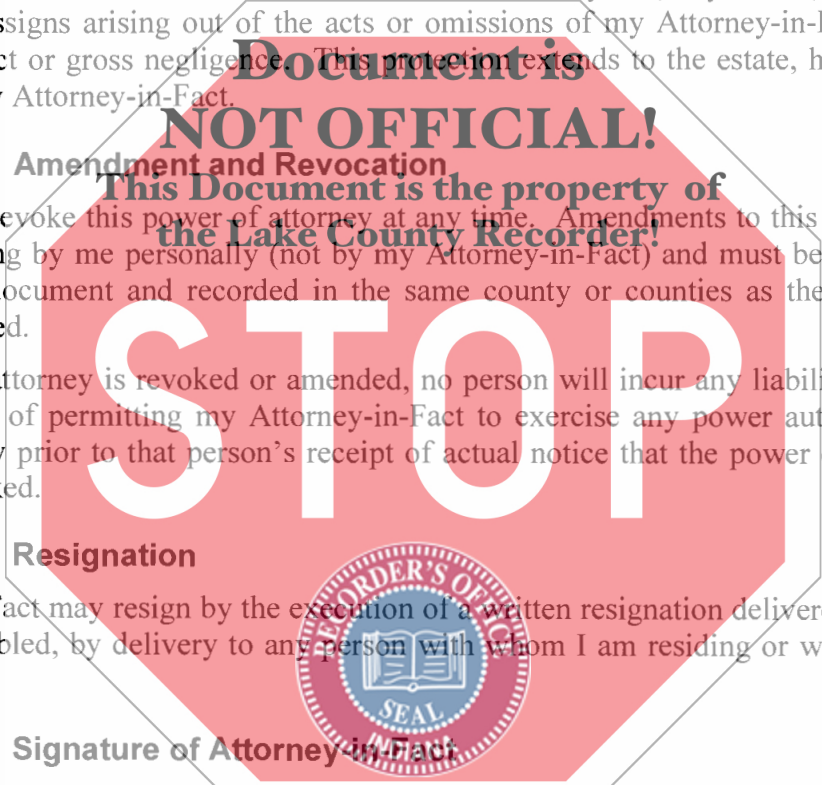
**Section 7.07 Resignation**

My Attorney-in-Fact may resign by the execution of a written resignation delivered to me or, if I am mentally disabled, by delivery to any person with whom I am residing or who has my care and custody.

**Section 7.08 Signature of Attorney-in-Fact**

My Attorney-in-Fact shall use substantially the following form when signing documents on my behalf pursuant to this power:

Lorraine A. Wolff by [enter Attorney-in-Fact's name], her Attorney-in-Fact.



**Section 7.09 Interpretation**

This power of attorney is a general power of attorney and should be interpreted as granting my Attorney-in-Fact all general powers permitted under Indiana law. The description of specific powers is not intended to, nor does it, limit or restrict any of the general powers granted to my Attorney-in-Fact.

**Section 7.10 Use of "Attorney-in-Fact" Nomenclature**

The word "Attorney-in-Fact" and any modifying or equivalent word or substituted pronoun includes the singular and the plural and the masculine, feminine and neuter genders.

**Section 7.11 Third Party Reliance**

No person who relies in good faith on the authority of my Attorney-in-Fact under this power of attorney will incur any liability to me, my estate, or my heirs, successors and assigns.

Any party dealing with my Attorney-in-Fact may conclusively rely upon an affidavit or certificate of my Attorney-in-Fact that:

- (i) the authority granted to my Attorney-in-Fact under this power of attorney is in effect;
- (ii) my Attorney-in-Fact's actions are within the scope of my Attorney-in-Fact's authority under this power of attorney;
- (iii) I was competent when I executed this power of attorney;
- (iv) I have not revoked this power of attorney; and
- (v) my Attorney-in-Fact is currently serving as my Attorney-in-Fact.

**Section 7.12 Effect of Duplicate Originals or Copies**

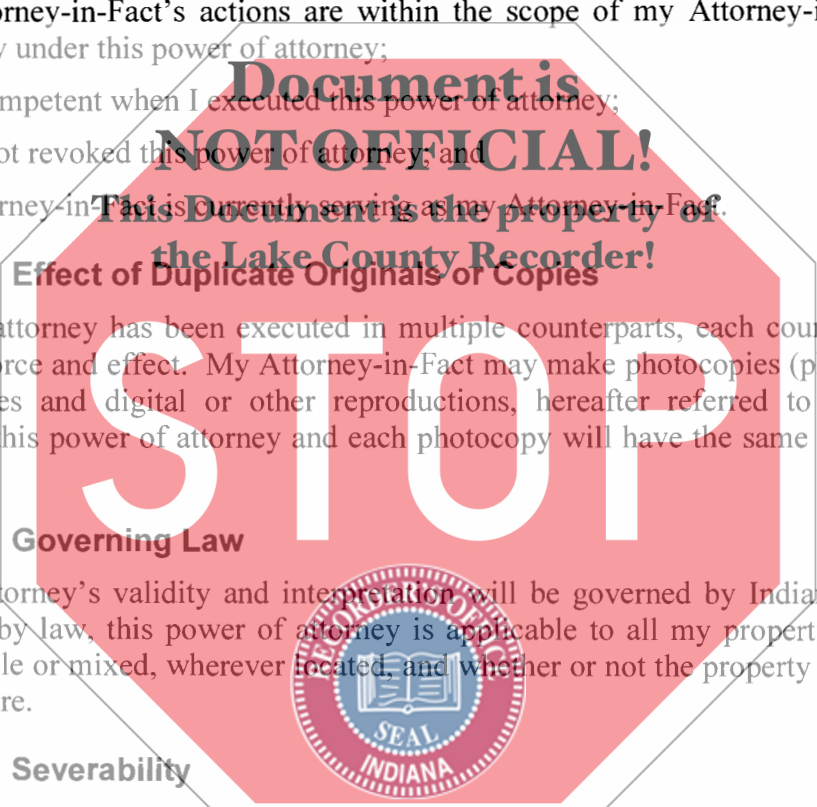
If this power of attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Attorney-in-Fact may make photocopies (photocopies shall include: facsimiles and digital or other reproductions, hereafter referred to collectively as "photocopy") of this power of attorney and each photocopy will have the same force and effect as the original.

**Section 7.13 Governing Law**

This power of attorney's validity and interpretation will be governed by Indiana law. To the extent permitted by law, this power of attorney is applicable to all my property, whether real, personal, intangible or mixed, wherever located, and whether or not the property is owned by me now or in the future.

**Section 7.14 Severability**

If any provision of this power of attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.



**Article Eight  
Declarations of the Principal**

I understand that this power of attorney is an important legal document. Before executing this power of attorney, my attorney explained to me the following:

- (i) that this General Durable Power of Attorney provides my Attorney-in-Fact with broad powers to dispose of, sell, convey and encumber my real and personal property;
- (ii) that the powers will exist for an indefinite period of time unless I revoke this General Durable Power of Attorney or I have limited their duration by specific provisions herein;
- (iii) that this General Durable Power of Attorney remains in full force and effect during my subsequent disability or incapacity; and
- (iv) that I may revoke or terminate this General Durable Power of Attorney at any time.

Dated: January 31, 2011

STATE OF INDIANA )  
COUNTY OF LAKE )

Before me, Marilyn McLemore, Notary Public, this 31st day of, January, 2011 Lorraine A. Wolff, acknowledged the execution of this instrument.

[Seal]



General Durable Power of Attorney of Lorraine A. Wolff  
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