STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2017 087035

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MICHAEL B. BROWN

CERTIFICATION OF FINANCIAL POWER

The undersigned attorney-in-fact, pursuant to I.C. § 30-5-8-5, as amended, being duly sworn, hereby certifies that the attached Financial Power of Attorney executed by CAROL RAYE GRAY in favor of DONALD EUGENE GRAY on June 5, 2012, is a true and correct copy of the original and remains in full force and effect.

IN WITNESS WHEREOF, I. Donald Eugene Gray, attorney-in-fact, have set my hand and seal this 22nd day of December, 2017.

DONALD EUGENE GRAY

STATE OF INDIAN This Document is the property of the Lake County Recorder!

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, this 22nd day of December, 2017, personally appeared DONALD EUGENE GRAY, attorney-in-fact for CAROL RAYE GRAY, and acknowledged the execution of the foregoing Certification of Financial Power of Attorney. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: November 21, 2023

Benjamin T. Ballou, Notary Public

A Resident of Lake Sounty manner

BĚNJAMIN T. BALLOU Notary Public, State of Indiana take County My Commission Expires November 21, 2023

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

This Instrument Prepared By:

Benjamin T. Ballou. Attorney at Law 8700 Broadway, Merrillville, IN 46410

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FINANCIAL POWER OF ATTORNEY OF CAROL RAYE GRAY

- I, CAROL RAYE GRAY, a resident of Roselawn, Indiana, hereby create a durable power of attorney and appoint the persons herein named as my attorney in fact (my "Agent"), with power to act in my name and on my behalf. All acts by my Agent within the scope of authority granted herein shall have the same effect, provide the same benefit, and bind me and my successors in interest the same as if I was competent, not incapacitated, and had acted in person on my own behalf.
- 1. Agent. I appoint as my Agent my Inuspand, Donald Eugene Gray. If my husband fails to qualify or ceases or refuses to serve at any time, I appoint my daughter, Staci Lynne Gray-Allen, and my son, Jason Donald Gray, as my Agent, to serve jointly; provided that if either my daughter or my son fails to qualify or ceases of refuses to serve at only time, I appoint the other one of them as my Agent to serve alone. All references in this instrument to my "Agent" are to the one or more persons at any time lawfully acting as my attorney-in-fact hereunder.
- 2. Effective Date. This instrument shall take effect only if and when I become incapacitated, cannot be found upon reasonable inquiry, or I declare in writing that it shall take effect immediately. It is intended to be a durable power of attorney and shall not be affected by lapse of time or uncertainty whether I am alive. For purposes of this section, my incapacity may be established by: (1) certification by a physician, licensed to practice in the State where I am domiciled at the time of certification, that I am not able to properly manage my affairs; or (2) appointment of a guardian or conservator of the property manage my jurisdiction.
- 3. General Authority. I give by Agent, including any successor, each and all of the following authority, to use in a fiduciary capacity for my benefit and on my behalf:
- (1) Real Property. General authority with respect to real property transactions pursuant to Ind. Code § 30-5-5-2.
- (2) Tangible Personal Property. General authority with respect to tangible personal property transactions pursuant to Ind. Code § 30-5-5-3.
- (3) Bond, Share, and Commodity. General authority with respect to bond, share, and commodity transactions pursuant to Ind. Code § 30-5-5-4, including authority to purchase United States Government obligations which are redeemable at par in payment of estate taxes imposed by the United States Government.
- (4) Retirement Plan. General authority with respect to retirement plan transactions pursuant to Ind. Code § 30-5-5-4.5.

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- (5) Banking. General authority with respect to banking transactions pursuant to Ind. Code § 30-5-5-5, including authority to open, inspect, inventory, place items in, remove items from, and close any safety deposit box in my name.
- (6) Business. General authority with respect to business operating transactions pursuant to Ind. Code § 30-5-5-6.
- (7) Insurance. General authority with respect to insurance transactions pursuant to Ind. Code § 30-5-5-7, including power to apply for and otherwise deal with Medicare and Medicaid benefits.
- (8) Beneficiary. General authority with respect to beneficiary transactions pursuant to Ind. Code § 30-5-5-8.
- (9) Gifts. General authority with respect to gift transactions pursuant to Ind. Code § 30-5-5-9.
- (10) Fiduciary. General authority with respect to fiduciary transactions pursuant to Ind. Code § 30-5-5-10.
- (11) Claims and Litigation. General authority with respect to claims and litigation pursuant to Ind. Code § 30-5-5-11.
- (12) Family Maintenance. General authority with respect to family maintenance pursuant to Ind. Code § 30-5-5-12.
- (13) Military Service. General authority with respect to benefits from military service pursuant to Ind. Code § 30-5-5-13.
- (14) Records, Reports, and Statements. General authority with respect to records, reports, and statements pursuant to Ind. Code § 30-5-5-14, including authority to execute on my behalf any specific power of attorney required by any taxing authority to allow my Agent to act on my behalf before that taxing authority on any return or issue.
- (15) Estate. General authority with respect to estate transactions pursuant to Ind. Code § 30-5-5-15.
- (16) Delegating Authority. General authority with respect to delegating authority pursuant to Ind. Code § 30-5-5-18.
- (17) All Other Matters. General authority with respect to all other matters affecting property owned by me or in which I have an interest pursuant to Ind. Code § 30-5-5-19.
- Agent, including any successor, authority to gift, transfer, convey, assign, and deliver any of my assets, including all, without limitation as to annual or cumulative total amount, to the then Trustee of my revocable living trust dated June 5, 2012, as amended at any time or times before my death. My Agent may exercise authority under this section even if the person then serving as my Agent is also then serving as the Trustee of the trust or has a beneficial interest under the trust, without any prohibition against self-dealing or conflict of interest.

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- Agent, including any successor, general authority with respect to financial and estate planning, considering factors relating to both my disability and my death, for the purpose of reducing tax liability and effecting transfers to family and charities in such manner as to provide for my best interests and the beneficiaries of the plan, without any prohibition against self-dealing or conflict of interest. The authority granted in this section includes authority: (1) to make gifts to those persons and in those proportions as set out in my estate planning instruments, without limit as to annual or cumulative total amount of gift to any one or more, or all, persons; (2) to create trusts or other legal entities or agreements necessary to effect my estate plan; (3) to make transfers pursuant to the Uniform Transfers to Minors Act of any jurisdiction; (4) to disclaim any property, interest in property, or powers; and (5) to employ other financial and estate planning devices.
- Authority Withheld. Notwithstanding any other provision of this instrument, my Agent shall not have authority either: (1) contene fit roy Agent personally, or any other person, in a way that could result in any part of my arguerty being included in my Agent's gross estate for federal estate tax purposes or being deemed to be the subject of a taxable gift made personally by my Agent; (2) to make any payment or application that discharges any legal obligation of my Agent personally; (3) to possess or exercise any incident of ownership with respect to any policy I may own insuring the life of my Agent; or (4) to have any power which causes the holder of that power to be treated as the owner of any interest in my property and causes that property to be subject to tax as if owned by my Agent.
- 7. Compensation. In addition to all other authority granted herein, give my Agent, including any successor, authority to pay to enfort the benefit of my Agent, from my estate, reasonable expenses and compensation for services readered in the administration of my affairs, without notice to or consent of me, any other person, or any court, if at any time I reside with my Agent or any person dependent on, controlled by, or otherwise related to my Agent, I authorize my Agent to pay a reasonable share of household living expenses from my estate, without notice to or consent of me, any other person, or any court, notwithstanding fiduciary duties against self-dealing and conflict of interest, and with respect to any such payment I waive any fiduciary duty of my Agent other than the duty of good faith.
- 8. Guardian. If it becomes necessary or advisable for a guardian or conservator to be appointed with respect to me, my estate, or any part of my estate, in any jurisdiction, for any reason, I hereby direct that only my Agent, or a person nominated by my Agent, be so appointed and be permitted to serve alone. The appointment of a guardian or conservator shall not revoke or modify this instrument or to limit any authority of my Agent, and no guardian or conservator shall have authority to revoke or modify this instrument.
- Revocation. I reserve the right to revoke this instrument or to amend it in any respect, at any time, by a signed written instrument of revocation or amendment. I also reserve

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the right and power to act on my own behalf as to any and all matters, at any time or times, and neither this reservation of authority nor any exercise of it shall impliedly revoke or modify this instrument or the authority of my Agent.

- 10. Succession of Agents. Any person named in section 1 hereof shall be considered to fail or cease to serve as my Agent when the person dies, resigns, is adjudged incapacitated by a court, cannot be located upon reasonable inquiry, or if at one time was my spouse and legally is no longer my spouse, or if a physician familiar with the person's condition certifies in writing that the person is not able to transact a significant part of the business required under this power of attorney. The death of a person may be established, without limitation, by affidavit of any other person named in section 1. The resignation of a person may be established, without limitation, by a written document of resignation bearing the person's notarized signature. The inability to locate a person upon reasonable inquiry may be established, without limitation, by affidavit of any other person named in section 1.
- This Document is the property of

 11. Reliance. All persons without actual knowledge to the contrary may accept as conclusive, without inquiry or verification, and shall be immune from liability to me, my estate, and my successors in interest for having done so, signed written representations by any person named in section 1 hereof (the "Declarant") that: (1) + adopted this power of attorney; (2) I am alive; (3) I validly granted and signed this power of attorney; (4) the relevant powers granted herein to my Agent have not been altered or terminated; (5) if the Declarant is not the person first named in section 1, all persons previously named in section 1 have failed or ceased to serve and the Declarant is empowered to act as my Agent; and (6) if the effectiveness of this instrument begins upon the occurrence of a certain event, that event has occurred and the Declarant is authorized to act hereunder.
- 12. Exoneration. My Agent shall not be liable to me, my estate, or my successors in interest for any bodily injury, property damage, or other damage or liability arising out of any act or failure to act under this instrument, including negligence, lack of diligence, or lack of due care, unless resulting from bad faith proved by release and convincing evidence.
- 13. Governing Law. This instrument shall be governed in all respects by the laws of Indiana, without giving effect to conflict of laws principles. All references to any law mean such law as amended, including future amendments.
- 14. Partial Invalidity. If any one or more provisions or parts of this instrument are determined to be unenforceable for any reason, all other provisions and parts, and application of the same provisions or parts to persons or circumstances other than those as to which determined to be unenforceable, shall not be affected by that unenforceability and shall be enforceable to the fullest extent permitted by law.

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- 15. Portability. This instrument shall be effective and the authority of my Agent shall be exercisable in all jurisdictions. No change in my domicile shall revoke this instrument or modify any authority of my Agent.
- **16. Copies.** Any photocopy or facsimile of this instrument, with photocopy or facsimile signatures, shall have the same force and effect as the original.

I am signing this power of attorney at Merrillville, Indiana, on June 5, 2012.

DOCULARDERAYE GRAY

NOT OFFICIAL!

State of Indiana

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County of Lake

Before me the undersigned, a Notary Public in and for said County and State, personally appeared CAROL RAYE GRAY and acknowledged the execution of the foregoing instrument on June 5, 2012.

Thomas M. Greenberg, Notary Public My commission expires: April 24, 2016 Resident of Lake County

This instrument was prepared by Thomas M. Greenberg, Attorney at Law 99 East 86th Avenue, Suite E-2, Merrillville, Indiana 46410-6267

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