

DURABLE POWER OF ATTORNEY
WITH HEALTH CARE POWERS

I, WILLIAM C. MARTIN, domiciled and residing in the State of Indiana at 3912 East 117th Avenue, Crown Point, Indiana 46307, do hereby constitute and appoint my Wife, BARBARA L. MARTIN, of the same address, home telephone no. (219) 663-4962, as my true and lawful attorney-in-fact with full power and authority to do and perform all acts and to make, do, and transact all and every kind of business, in my name, place, and stead, as fully as I might do and perform such acts and make, do, and transact such business as principal.

In the event that my Wife, BARBARA L. MARTIN, can not or will not serve as my attorney-in-fact, then I appoint my Son, WILLIAM S. MARTIN, currently of 12728 Iowa Street, Crown Point, Indiana 46307, home telephone no. (219) 662-9674, as my alternate attorney-in-fact with all powers granted to my attorney-in-fact. In the event that my Son, WILLIAM S. MARTIN, can not or will not serve, then I appoint my Daughter, PATRICIA DAVIES, currently of 2240 Dorothy Drive, Lincoln, Nebraska 68505, home telephone no. (402) 466-7530, as my second alternate attorney-in-fact. In the event that my Daughter, PATRICIA DAVIES, can not or will not serve, then I appoint my Son, RONALD L. MARTIN, currently of 393 Roosevelt Trail, Casco, Maine 04015, home telephone no. (207) 655-2624, as my second alternate attorney-in-fact.

I. GENERAL POWERS

My attorney-in-fact shall have all of the powers of an absolute owner over my assets and liabilities, whether located within or without the State of Indiana. Thereby ratify and confirm all that my said attorney-in-fact shall lawfully do or cause to be done by virtue of this Power of Attorney.

The acts and business authorized hereunder are enumerated below not for the purpose of limitation, but to illustrate my intent to grant to my attorney-in-fact complete power and authority to act on my behalf. My attorney-in-fact is authorized and empowered hereunder:

To do and perform acts and make, do, and transact business with respect to any and all real property and personal property (including without limitation goods, bonds, shares of stock, causes of action, judgments, and other property in possession or in action) in which I now or hereafter will have a right, claim, title, legal share, interest, involvement, or concern and with respect to all of my present and future business dealings, including without limitation general partnerships, limited partnerships, joint ventures, corporations, and all and every other kind of business association and business entity with which I am now or hereafter will be associated or in which I now have or hereafter will have a right, claim, title, legal share, interest, involvement, or concern; and

With respect to interests in real property or personal property, whether divided or undivided, whether tangible or intangible, to:

(1) Transfer; acquire; convey; accept conveyance; sell; purchase; market; dispose of; take possession; deliver possession; accept property and documents incidental to taking of possession, including acceptance of limitations and warranties; subordinate; encumber; pledge; exchange; lease; let; remise; demise; release; mortgage; hypothecate; grant or accept options to purchase; convey to release adverse claims against property for money or other consideration; grant deeds in lieu of foreclosure; convey title by deed; reconvey; convey easements, issues, profits, and mineral rights; dedicate streets, avenues, alleys, places, ways, or parks for public use; create and release mortgages and deeds of trust; create liens; create, subordinate, and terminate security interests; and

(2) Take general control and management of; deal with; direct operations relating to; administer; direct; oversee; control; develop; employ and supervise agents and employees; hire and pay brokers; protect against loss and keep in repair; recover if lost or stolen; insure against loss and damage; enter into contracts with third parties to accomplish acts and business described in this paragraph; settle and compromise claims and liabilities; and

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

THIS IS TO CERTIFY THAT THIS IS A TRUE
AND EXACT COPY OF THE ORIGINAL INSTRUMENT.
FIDELITY NATIONAL TITLE INSURANCE CO.

11364 BROADWAY
CROWN POINT, IN 46307

Barbara L. Martin
B

FIDELITY NATIONAL
TITLE COMPANY

EA 232000A-00 499

CK # 1820734 196

\$25.00
(Signature)

(3) Bargain; contract; agree for; enter into all and every kind of agreement and contract whatsoever, including without limitation earnest money agreements, purchase and sale agreements, leases, and real estate contracts; conduct and conclude transactions; negotiate; pledge; promise; covenant; represent; accept promises, covenants, and representations; make and accept assurances; attest; make acknowledgments; determine and accept terms, conditions, and provisions of all and every kind whatsoever, including without limitation terms, conditions, and provisions relating to consideration, method of payment, contingencies and waivers thereof, determination of collateral, and stipulations for title; certify; guaranty; prepare and complete documents and instruments; tender and accept offers; set up escrows; authorize deliveries out of escrow; obtain financing; release documents and information; record documents and instruments; perfect security interests; pay consideration and make down payments; purchase title insurance; and

With respect to general and limited partnership and joint venture matters, to:

Enter into partnership and joint venture agreements; form partnerships and joint ventures; vote on partnership and joint venture matters; give oral and written consent to partnership and joint venture actions, including without limitation dissolution and winding up, amendment of partnership and joint venture agreements, withdrawal of partners or joint venturers, extension of terms of existence of partnership and joint ventures, assignment of partnership and joint venture property for the benefit of creditors, disposal of partnership and joint venture goodwill, termination of partnerships and joint ventures, admission of new partners and joint venturers, expulsion of partners and joint venturers; act as an agent of partnerships and joint ventures; have access to partnership and joint venture books and records; share in the management and conduct of business of partnerships and joint ventures; exercise all rights, perform all duties and obligations, and transact all aspects of partnership or joint venture business as a general partner, limited partner, managing partner, joint venturer, or managing joint venturer, as the case may be, pursuant to partnership or joint venture agreement or law, including the borrowing of money, the purchase, sale, encumbrance, or other transfer of property to or by a partnership or joint venture, and the operation and management of partnership or joint venture business; receive distributions of losses and profits; exercise the right to an accounting; use partnership or joint venture property;

And to:

Borrow money, including the opening of accounts for revolving lines of credit, negotiate and enter into agreements to obtain financing, refinancing, and loans for every and all purposes whatsoever, and take all legal acts, including without limitation the conveyance of title of real and personal property, the creation of liens, the making of notes, and the making of my personal guaranty, to secure said loans; purchase goods on my credit; draw checks; make, issue, endorse, and transfer commercial paper, and in connection therewith determine the term and conditions thereof including the terms and conditions of the liability thereunder, the place of payment, the form of paper, rate, and the purpose for the issuance of paper; and

Institute and prosecute lawsuits and participate in any legal action in my name or otherwise, including without limitation actions for attachment, execution, eviction, foreclosure, indemnity, and any other proceeding for equitable or injunctive relief; make, defend, settle, and arbitrate claims; and

Ask, demand, sue for, recover, collect, and receive all sums of money, debts, dues, accounts, legacies, bequests, devises, dividends, annuities, demands, interests in real and personal property and rights to the possession or use of such property, and, in so doing, to have, use, and take all lawful ways and means in my name or otherwise for the recovery thereof by attachment, execution, eviction, foreclosure, or otherwise, and to compromise and agree for and make, sign, and deliver releases or other sufficient discharges in respect of the same; and

Pay, settle, or otherwise discharge any indebtedness against me and, in so doing, use any of my funds or other assets or use funds or other assets of my attorney-in-fact and obtain reimbursement out of my funds or other assets, and to compromise any such claim and make, sign, seal, and deliver releases or other sufficient discharges in respect of the same; and

Invest and reinvest my funds and assets; and

Exercise any and every right and power which I may now or hereafter have in respect of any and all savings, checking, or agency accounts and any and all safe deposit boxes and envelopes or other safekeeping accounts, including without limitation the power and authority to open any and all such accounts for me in my name, and to give instructions in respect of and make deposits in and withdrawals from any and all of such accounts whether or not the same have been opened by my attorney-in-fact; and

Sign corporate resolutions, corporate license renewals/annual reports, consents, stock certificates, certificates, contracts and agreements, and every and all kind of corporate document whatsoever on my behalf; take all action appropriate or incidental to my position with respect to any such corporation as a shareholder, officer, director, or otherwise; and

Prepare, sign, and file any federal, state, or local tax return, information return, statement, or form as a partner, venturer, or officer of any partnership, joint venture, or corporation which is required to be filed by any federal, state, or local taxing authority; sign and distribute Schedule K-1's; pay any federal, state, or local tax on assessment, including without limitation business and occupation taxes, pension and corporate income taxes, real estate taxes and assessments, conveyance taxes, excise taxes, and sales taxes; and

Prepare, release and gather information relating to, sign, and file any filing required to be filed with any federal or state agency pursuant to any federal or state securities law in connection with any securities matter; and

Accept service of process; and

Retain, pay, and work with legal counsel for any and all purposes whatsoever; and

Transfer assets of all kinds to the trustee of any trust which is for my sole benefit and which will terminate at my death with the property distributable to the personal representative of my estate; and

Disclaim pursuant to the laws of the State of Indiana and the Internal Revenue Code all or any assets, property, or interests to which I might be entitled as a beneficiary and, in so disclaiming, to rely with acquittance on the advice of my attorney regarding my estate planning objectives; and

Bargain, execute, deliver, sign, seal, acknowledge, complete, file, record, alter, and receive all instruments and documents of whatsoever nature and kind, including without limitation statutory warranty deeds, fulfillment deeds, grant deeds, bargain and sale deeds, quit claim deeds, and every and all other kind of deed for conveyance of title; deeds of trust; trustee's deeds; deeds in lieu of foreclosure; mortgages; security agreements; guarantees; promissory notes; deed of trust notes; substitute notes; assignments of leases; assignment of rents; assignments of collateral; loan applications; loan commitments; construction loan agreements; loan and financing agreements and contracts of every and all kind whatsoever; disbursement letters; escrow instructions; closing statements; settlement statements; wiring instructions; agreements concerning letters of credit; consents; UCC financing statements, amendments, subordination and termination statements; notices; certificates; approvals; swap agreements; receipts; releases; reconveyances; letter

agreements of whatsoever kind and nature; subordination agreements; modification agreements; corporate resolutions, consents and other corporate documents; bills of sale; affidavits; any instrument or document evidencing debt; bonds; pledges; hypothecations; statements; estoppel certificates; notices of liens; leases; commitments; licenses; permits; approvals; declarations; employment agreements; independent contractor agreements; construction contracts; general partnership agreements; agreements of limited partnership; certificates of limited partnership and any amendments or restatements thereof; any document or instrument that may be required to be filed by a limited partnership under the laws of any state or by any governmental agency; joint venture agreements; option agreements; right of first refusal agreements; purchase and sale agreements; earnest money agreements; real estate contracts; memoranda of purchase and sale agreements, leases, or other types of agreements; easement agreements; covenants; restrictive agreements; lot and boundary adjustments; zoning applications; applications for permits, approvals, and licenses from any governmental agency; excise tax affidavits; indentures; bills of lading; releases and satisfactions of mortgages; Internal Revenue Service tax returns, statements, information statements, forms, applications, and schedules; any and all documents required to be filed by any federal or state agency pursuant to federal or state securities laws; judgments; every and all document necessary or desirable in connection with the defense or prosecution of legal proceedings or in connection with arbitration proceedings; every and all other kind of agreement, contract, form, application, document, or instrument, whatsoever; and

Alter, amend, rescind, void, release, novate, or assign every and all kind of document or instrument, whether executed prior or subsequent to the date of execution and acceptance of this Power of Attorney and, where necessary or appropriate, execute any and all documents or instruments in connection therewith.

My attorney-in-fact shall have authority to make, amend, alter, revoke, or change any life insurance policy, employee benefit, or testamentary disposition of my property, to make any gifts of such property, or to exercise any power of appointment. My attorney-in-fact is expressly authorized to make any transfer of resources not prohibited by law, including any subsequent amendments thereto, when the transfer is for the purpose of qualifying me for a program for medical assistance.

II. HEALTH CARE POWERS

My attorney-in-fact is authorized to make decisions in my best interest under Indiana law, including I.C. §§ 30-5-5-16 and 30-5-5-17, concerning withdrawal or withholding of health care. My attorney in fact is further granted those powers described in the attached "Exhibit A" which powers are incorporated herein by reference. If at any time, based on my previously expressed preferences and the diagnosis and prognosis, my attorney-in-fact is satisfied that certain health care is not or would not be beneficial, or that such health care is or would be excessively burdensome, then my attorney-in-fact may express my will that such health care be withheld or withdrawn and my consent on my behalf that any or all health care be discontinued or not instituted, even if death may result.

My attorney-in-fact must try to discuss this decision with me. However, if I am unable to communicate, my attorney-in-fact may make such decision for me, after consultation with my physician or physicians and other relevant health care givers. To the extent appropriate, my health care representative may also discuss this decision with my family and others, to the extent they are available.

III. PRIOR DESIGNATIONS REVOKED

I revoke all Durable Health Care Powers of Attorney and Appointments of Health Care Representative previously executed by me. Further, I revoke all provisions of any other Powers of Attorney previously executed by me to the extent such provisions are inconsistent with this Power of Attorney.

IV. EFFECTIVE DATE

This Power of Attorney shall become effective immediately, shall not be affected by my disability or incompetency and, notwithstanding any uncertainty as to whether I am alive or dead, shall otherwise continue in full force and effect until revoked or by me in writing. While competent, I may revoke this Power of Attorney by written notice to my attorney-in-fact and, if this Power of Attorney has been recorded, by recording a written instrument of revocation with the same office where the Power of Attorney was recorded. This Power of Attorney shall be terminated upon receipt of written notice or actual knowledge by my attorney-in-fact of my death, and further may be terminated by the guardian of my estate following court approval of such termination.

My attorney-in-fact and all persons dealing with my attorney-in-fact shall be entitled to rely upon this Power of Attorney so long as neither my attorney-in-fact, nor any person with whom my attorney-in-fact was dealing at the time of any act taken pursuant to this Power of Attorney, had received actual knowledge or written notice of the termination of this Power of Attorney by death or otherwise. Any action so taken, unless otherwise invalid or unenforceable, shall be binding upon my heirs and personal representatives.

V. RELEASE

My estate shall release and hold harmless and indemnify my attorney-in-fact from and against all liabilities for all acts done in good faith and without fraud.

VI. REVOCAION AND DURATION

The powers and authority herein granted may be revoked by me by oral or written notice delivered to my attorney-in-fact. Prior to such revocation, this Power of Attorney with Health Care Powers shall remain in effect despite my disability, incapacity or adjudged incompetency.

VII. NOMINATION OF GUARDIAN

In the event a judicial proceeding is initiated to establish a guardianship over my person with respect to my health care, I nominate my attorney-in-fact to serve as such guardian.

VIII. LAW GOVERNING

This Power of Attorney shall be governed by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, I have set my hand and seal this 13th day of June, 2005.

William C. Martin
WILLIAM C. MARTIN

Address:

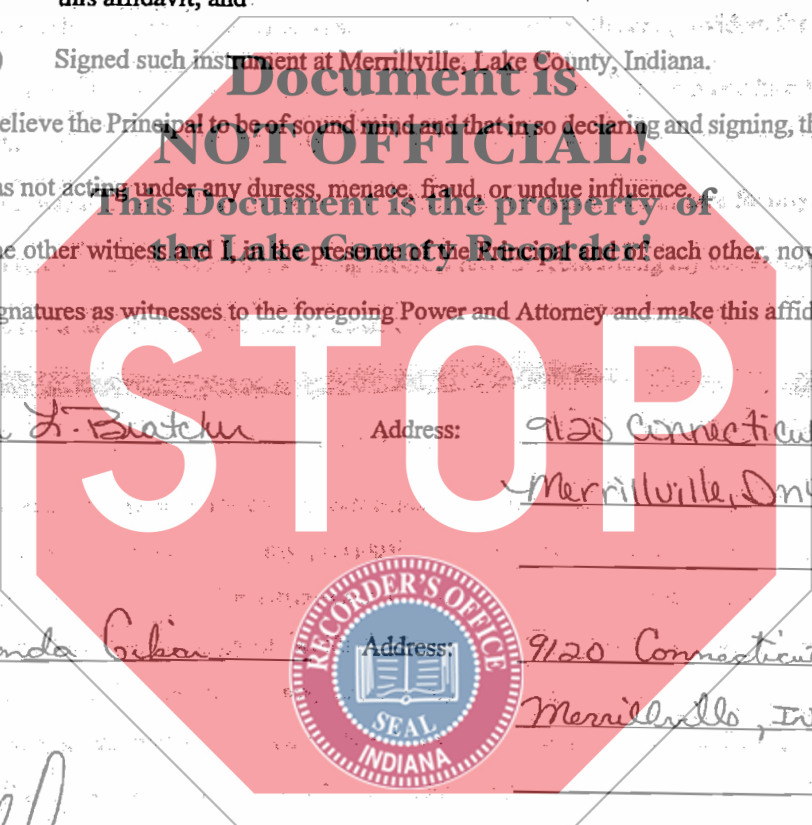
3912 EAST 117th AVE.
CROWN POINT, INDIANA
46307

Document Prepared By:

RICK C. GIKAS, Attorney at Law
9120 Connecticut Street, Suite F, Merrillville, Indiana 46410
(219) 796-0082

Each of the undersigned, being first duly sworn, upon oath, states on June 13, 2005:

- (1) I am of legal age and competent to be a witness to the foregoing Power of Attorney with Health Care Powers executed by WILLIAM C. MARTIN (the "Principal").
- (2) The Principal in my presence and in the presence of the other witness whose signature appears below:
 - (a) Declared this instrument, consisting of six (6) pages, of which this is the sixth (6th), to be the Principal's free and voluntary act for the purposes therein mentioned;
 - (b) Asked me and the other witness to act as witnesses to such instrument and to make this affidavit; and
 - (c) Signed such instrument at Merrillville, Lake County, Indiana.
- (3) I believe the Principal to be of sound mind and that in so declaring and signing, the Principal was not acting under any duress, menace, fraud, or undue influence.
- (4) The other witness and I, in the presence of the Principal and of each other, now affix our signatures as witnesses to the foregoing Power and Attorney and make this affidavit.



Jamie J. Bratcher Address: 9120 Connecticut St F
Merrillville, IN 46410

Rhonda Giban Address: 9120 Connecticut, St F
Merrillville, IN 46410

[Signature] Address: 9120 Connecticut St, Suite P
Merrillville, IN 46410

SUBSCRIBED AND SWORN TO before me this 13th day of June, 2005.

Instrument Prepared by:
Richard Gikas

Rhonda J. Giban
 NOTARY PUBLIC in and for the State of
 Indiana, residing at Porter Co., Indiana.
 My commission expires: 12-06-06

"I affirm, under the penalties for perjury, that I have taken reasonable care to read each Social Security number in this document, unless required by law."

[Signature]
Renee J. Wells

TO DURABLE POWER OF ATTORNEY WITH HEALTH CARE POWERS

APPOINTMENT OF HEALTH CARE REPRESENTATIVE

I, WILLIAM C. MARTIN, of 3912 East 117th Avenue, Crown Point, Indiana 46307, being an adult capable of consenting to my health care, appoint those same persons designated as my Health Care Representative in the foregoing Special Durable Health Care Power of Attorney or my General Durable Power of Attorney my true and lawful Health Care Representative ("Health Care Representative"), to have the following powers on my behalf:

(I have crossed out and initialed those powers which are not given herein)

1. To employ or contract with servants, companions, or health care providers for me;
2. To consent to or to refuse any health care, treatment, service or procedure to maintain, diagnose, treat or not to treat my physical or mental condition;
3. To consent to my admission to or release from a hospital or health care facility;
4. To have access to records, including medical records, concerning my condition;
5. To make anatomical gifts on my behalf;
6. To request an autopsy;
7. To make plans for the disposition of my body;
8. To make decisions in my best interest concerning withdrawal or withholding of health care. If at any time, based on my previously expressed preferences and the diagnosis and prognosis, my Health Care Representative is satisfied that certain health care is not or would not be beneficial or that such health care is or would be excessively burdensome, then my Health Care Representative may express my will that such health care be withheld or withdrawn and may consent on my behalf that any or all health care be discontinued or not instituted, even if death may result. My Health Care Representative must try to discuss this decision with me. However, if I am unable to communicate, my Health Care Representative may make such a decision for me, after consultation with my physician or physicians and other relevant health care givers. To the extent appropriate, my Health Care Representative may also discuss this decision with my family and others, to the extent they are available; and
9. To delegate any or all of the above authority to another qualified Person, for a period of time to be determined by the Health Care Representative, in a writing signed by the Health Care Representative and witnessed by an adult other than the delegate.

and I hereby ratify and confirm all that my said Health Care Representative or delegate shall do by virtue hereof.

10. (A) **Artificially Supplied Nutrition.** If at any time my attending physician certifies in writing that:

- (1) I have an incurable injury, disease, or illness;
- (2) my death will occur within a short time; and
- (3) the use of life prolonging procedures would serve only to artificially prolong the dying process;

my Health Care Representative shall direct that such procedures be withheld or withdrawn and that I be permitted to die naturally with only the performance or provision of any medical procedure or medication necessary to provide me with comfort care or to alleviate pain, and, if I have so indicated below, the provision of artificially supplied nutrition and hydration.

(Indicate your choice by initialing or making your mark before signing this declaration:)

I wish to receive artificially supplied nutrition and hydration, even if the effort to sustain life is futile or excessively burdensome to me.

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This Document is the property of the Lake County Recorder!

bcmy I intentionally make no decision concerning artificially supplied nutrition and hydration, leaving the decision to my Health Care Representative.

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10. (B) **Persistent Vegetative State.** If at any time my attending physician certifies in writing that:

- (1) I am in a coma or a persistent vegetative state;
- (2) that is concluded to be irreversible by my attending physician; and
- (3) the use of life prolonging procedures would serve only to artificially prolong the dying process;

my Health Care Representative shall direct that such procedures be withheld or withdrawn, and that I be permitted to die naturally with only the performance or provision of any medical procedure or medication necessary to provide me with comfort care or to alleviate pain, and, if I have so indicated below, the provision of artificially supplied nutrition and hydration.

(Indicate your choice by initialing or making your mark before signing this declaration:)

I wish to receive artificially supplied nutrition and hydration, even if the effort to sustain life is futile or excessively burdensome to me.

I do not wish to receive artificially supplied nutrition and hydration, if the effort to sustain life is futile or excessively burdensome to me.

WCM

I intentionally make no decision concerning artificially supplied nutrition and hydration, leaving the decision to my Health Care Representative.

10. (C) **Priority of Living will Declaration.** The directives set forth in any "Living Will":

shall have precedence over the authority granted under my Health Care Power of Attorney such that all actions of my Health Care Representative shall be in conformity with my directives as expressed in my Living Will Declaration.

WCM

Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder shall be limited by and subject to the authority granted under my Health Care Power of Attorney, it being my intention that my Living Will Declaration in no way limit the discretionary authority conferred upon my Health Care Representative, but serve only as a guide to assist my Representative in making health care decisions.

The authority granted herein shall become effective when my attending physician determines that I am incapable of consent and is not effective while I am capable of consent.

My Health Care Representative shall act in my best interest, consistent with the purposes expressed herein, and in good faith.

If my Health Care Representative resigns or is unwilling to comply with this written appointment, such Health Care Representative may not exercise further power under this appointment and shall so inform me or my legal representative, if known, and my health care provider, if known.

I reserve the right to revoke this Appointment at any time by oral or written notice to my Health Care Representative and to revoke the authority granted to my Health Care Representative by oral or written notice to my health care provider.

Executed this 13th day of June, 2005.

Signature: William C. Martin
Printed Name: WILLIAM C. MARTIN

WITNESS:

Rhonda Gibson, an Adult (other than the Health Care Representative)
Signature

Rhonda GIBSON
Printed Name