

7
S
CFHW2004469

DURABLE POWER OF ATTORNEY

I, EDWARD M. KRESICH, domiciled and residing in the State of Indiana at 4228 Barring Avenue, East Chicago, Lake County, Indiana 46312, do hereby constitute and appoint my Son, FRANK B. KRESICH, currently of 550 West State Road 8, Hebron, Indiana 46341, telephone no. (219) 765-9060, 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 Son, FRANK B. KRESICH, can not or will not serve as my attorney-in-fact, then I appoint NATALIE KRESICH, currently of 505 West State Road 8, Hebron, Indiana 46341, telephone no. (219) 765-9060, as my 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. I hereby 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;

CHICAGO TITLE INSURANCE COMPANY

#2500

db

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

(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 and all claims of liability or 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 or 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. 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.

III. 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.

IV. 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 not in fraud.

V. 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 a revocation, this Durable Power of Attorney with Health Care Powers shall remain in effect despite my disability, incapacity or adjudged incompetency.

VI. NOMINATION OF GUARDIAN

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

VII. 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 26th day of March, 2019.


EDWARD M. KRESICH

Address:

4228 Banning Ave
East Chicago, In.

Return to: Edward M. Kresich
550 West St Rd 8, Hebron IN 46341

Document Prepared By:

RICK C. GIKAS, Attorney at Law
414 East 86th Avenue, Merrillville, Indiana 46410
(219) 769-7405

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. Leanne
Anaya

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Each of the undersigned, being first duly sworn, upon oath, states on March 26, 2019.

- (1) I am of legal age and competent to be a witness to the foregoing Power of Attorney with Health Care Powers executed by EDWARD M. KRESICH (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 seven (7) pages, of which this is the seventh (7th), 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.



RICK C. GIKAS

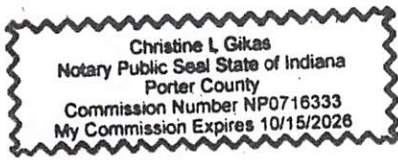
Address: 414 E. 86th Ave.
Merrillville, IN 46410

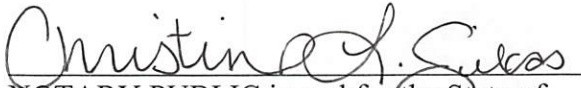


CHRISTINE L. GIKAS

Address: 414 E. 86th Ave
Merrillville, IN 46410

SUBSCRIBED AND SWORN TO before me this 26th day of March, 2019.





NOTARY PUBLIC in and for the State of
Indiana, residing at Porter County, Indiana.
My commission expires: 10/15/2026.