



COPY

**GENERAL DURABLE POWER OF ATTORNEY
(Medicaid Agency Agreement)**

I, JOANNA SHMAGRANOFF, individually and as Trustee of the trust referenced herein, am creating a durable power of attorney intended to comply with Indiana law. I hereby revoke all powers of attorney previously granted by me as Principal and terminate all Agency relationships created by me except any powers granted by me under any Healthcare Power of Attorney.

Article One

Appointment of Attorney-in-Fact

Section 1.01 Appointment

I appoint GREGORY SHMAGRANOFF to serve as my true and lawful Attorney-in-Fact (my "Agent").

Section 1.02 Authority to Delegate

Any serving Attorney-in-Fact may delegate, in writing, any of the Attorney-in-Fact's authority granted under this General Durable Power of Attorney. The serving Attorney-in-Fact making a delegation under this provision may revoke the delegation at any time.

Section 1.03 Self-Dealing

My Agent may engage in acts of self-dealing, even if state law restricts acts of self-dealing. Unless expressly prohibited by another provision of this General Durable Power of Attorney, my Attorney-in-Fact may enter into transactions on my behalf in which my Attorney-in-Fact is personally interested, so long as the terms of such transaction are fair to me.

Section 1.04 Default of Designation

If GREGORY SHMAGRANOFF cannot act, or is unwilling to act, then GREGORY SHMAGRANOFF shall be replaced with the following successor Agent, in the order in which their names appear below:

CHRIS SHMAGRANOFF
DENISE G. S. KULIG

Section 1.05 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-

GINA PIMENTEL
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STATE OF INDIANA
LAKE COUNTY
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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 or her 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 General Durable Power of Attorney shall be effective immediately.

Section 2.02 Termination 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) 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.

My Attorney-in-Fact may exercise any power described in this General Durable Power of Attorney on my behalf with respect to any real property I now own or may acquire in the future.

Section 3.01 Real and Personal Property Sales and Purchases

Unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may:

- (i) sell, exchange, and convey any interest I own in any kind of property, real or personal, including homestead property under Indiana law or the laws of any other state, and determine the terms of sale and grant options with regard to sales;

- (ii) dispose of sales proceeds on my behalf as my Attorney-in-Fact determines is appropriate;
- (iii) buy any kind of property, real or personal, including homestead property under Indiana law or the laws of any other state, and determine the terms for buying property and may obtain options to buy property;
- (iv) arrange to insure purchased property, and otherwise arrange for its safekeeping;
- (v) borrow money for the purposes described in this Section and to secure the loan in any manner my Attorney-in-Fact determines is appropriate, and repay the loan from my funds;
- (vi) pay for any purchases made; and
- (vii) repay any cash advanced from my credit cards.

Section 3.02 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 and homestead property under Indiana law or the laws of any other state. Unless specifically limited by the other provisions of this General Durable Power of Attorney, my Attorney-in-Fact may:

- (i) declare, create, or execute a homestead on my personal residence under Indiana law or the laws of any other state; and terminate, abandon, release, or give a waiver on any interest I have in a homestead;
- (ii) 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 General Durable Power of Attorney;
- (iii) eject and remove tenants or other persons from property, and recover the property by all lawful means;
- (iv) collect and sue for rents;
- (v) execute occupancy agreements on my behalf;
- (vi) pay, compromise, or contest tax assessments and apply for tax assessment refunds;
- (vii) subdivide, partition, develop, dedicate property to public use without consideration, and grant or release easements over my real property;
- (viii) maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon, and alter all or any part of my real property;
- (ix) employ laborers;
- (x) obtain or vacate plats and adjust boundaries;
- (xi) adjust differences in the property's value on exchange or partition by giving or receiving consideration;

- (xii) release or partially release real property from a lien;
- (xiii) enter into any contracts, covenants, and warranty agreements regarding my real property that my Attorney-in-Fact considers appropriate; and
- (xiv) encumber property, including homestead property under Indiana law or the laws of any other state, by mortgage or deed of trust.

Section 3.03 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 General Durable 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 General Durable 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 3.04 Residence and Tangible Personal Property

Without limiting any other authority granted in this General Durable Power of Attorney, if my Attorney-in-Fact determines that I will never be able to return to my residence from a hospital, hospice, nursing home, convalescent home, or similar facility, my Attorney-in-Fact may sell, lease, sublease, or assign my interest in my residence on terms and conditions that my Attorney-in-Fact considers appropriate.

As it relates to items of tangible personal property remaining in my residence, my Attorney-in-Fact may:

- (i) store and safeguard any items, and pay all storage costs;
- (ii) sell any items that my Attorney-in-Fact believes I will never need again on terms and conditions that my Attorney-in-Fact considers appropriate; or
- (iii) transfer custody and possession of any item to the person named in my estate planning documents as the person to receive that item upon my death.

Section 3.05 Bank Accounts and Banking Transactions

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, other than those relating to my own living trust, or the living trust of my spouse, or the sub-trusts created under those trusts, if any. 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.

My Attorney-in-Fact is authorized to access, establish, cancel, or continue online accounts (through the Internet or other similar method) and conduct online banking transactions of any kind as authorized in this Section.

Section 3.06 Investments and Investment Transactions

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 General Durable 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, 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) access, establish, cancel, or continue online accounts (through the Internet or other similar method) and conduct online investment transactions of any kind as authorized in this Section;
- (vi) establish and terminate agency accounts with corporate fiduciaries; and

- (vii) employ and fire financial and investment advisors.

Section 3.07 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) execute stock powers or similar documents on my behalf and delegate to a transfer Agent or similar person the authority to register any stocks, bonds, or other securities into or out of my name or nominee's name;
- (v) place all or any part of my securities in the custody of a bank or trust company or in the name of its nominee;
- (vi) employ a broker-dealer as custodian for my securities and register the securities in the name of the broker-dealer or its nominee;
- (vii) 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;
- (viii) participate in any reorganization, recapitalization, merger or similar transaction; and
- (ix) 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 3.08 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 General Durable Power of Attorney, my Attorney-in-Fact may:

- (i) act as a director, general or limited partner, or associate or officer of the business;

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- (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;
- (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 3.09 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 General Durable 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 3.10 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, unless specifically limited by the other provisions of this General Durable Power of Attorney, 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 3.11 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 (including my spouse acting as my Attorney-in-Fact) may deal with my spouse, if any, on my behalf. In dealing with my spouse, my Attorney-in-Fact may transfer, transmute, partition, or exchange any of my property interests, 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 or exchange agreements, transmutation agreements, or community property agreements, and may enforce, amend, or revoke any such agreements between my spouse and me, but only with respect to rights and obligations in property owned by my spouse, by me, or by both of us, and with respect to reclassification of ownership, management, and control of such 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 Discretionary Guidelines for My Disability

During any period of time when I am disabled, my Attorney-in-Fact shall apply the trust property, including its income, for my benefit, and for the benefit of any other parties designated to receive support, and for my valid obligations by observing the following procedural guidelines:

a. Provide for Me

I have led an independent life, and through the course of my life I have managed to set aside some savings and assets of value. I am mindful of the

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fact that nursing home care is very costly and that, even at the rates currently in effect, the costs can be in the neighborhood of \$95,000 per year. I request my Attorney-in-Fact to investigate the resources and service available through Visiting Nurses Association, Home Hospice Health Care, Meals on Wheels, part-time private nursing care, in-home health care aides, or any and all other then-available services which might provide for in-home care.

I request that my Attorney-in-Fact make every reasonable effort to see to it that I am taken care of in my own home, or in the home of members of my family or loved ones, and not placed in a long-term convalescent health care facility, nursing home, or any similar facility. In my own home I find convenience, comfortable surroundings, and I can maintain my own privacy and my own dignity.

In the event that family members or others are so kind as to care for me under circumstances where that care is necessary to prevent me from being institutionalized in a nursing home, I direct my Attorney-in-Fact to pay to them upon their written request, fair compensation for their abilities, talent, and time dedicated on my behalf. I would like it clearly understood that the amount of this compensation shall not be less than one-third of the amount my estate would have expended had I been institutionalized in nursing home custodial care in the county which I am residing at the time of my illness. In the event my family members or others who provide for my care do not make a written request, I direct that they should be compensated, even retroactively, at the time of my death, or anytime prior thereto, from the commencement of their services on my behalf until such time as the request was made and continuing until the date of the end of their service to me. I further request that whenever possible, in my Attorney(s) -in-fact discretion, my Attorney-in-Fact would see to it that one or more family members or others may, if they wish, occupy my home together with me, without payment of rent, so that I may receive care in my home to the extent that is medically and physically possible.

I wish to remain in my personal residence so long as that remains an economically feasible course of action. I request my Attorney-in-Fact to pay the operating expenses of maintaining my residence, including normal domestic help.

I do not wish to be a burden to my family, and, in the event two licensed physicians certify in writing that in-home care is not medically feasible, then, and under those circumstances, I direct that my Attorney-in-Fact shall then consider assisted living facilities, it being my intention to maintain, to the maximum possible extent, autonomy, independence, and privacy. Thereafter, and only in the event assisted living facilities are not workable, and based upon medical determination, I would voluntarily consent to placement in a long-term convalescent health care facility or nursing home. If it should become necessary for me to enter any hospital, hospice, nursing home,

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retirement center, convalescent home or similar establishment despite my wishes, I direct my Attorney-in-Fact to consult with my Health Care Representative appointed under my Health Care Power of Attorney regarding the appropriate balance between quality of care and living arrangements and economic reality.

I further direct my Attorney-in-Fact, in cooperation with my Health Care Representatives, to provide for companionship for me consistent with my needs and preferences. I consider such continuing interaction to be essential.

I direct my Attorney-in-Fact to consult with my Health Care Representative regarding the cost of my medical care, and to pay all expenses incurred as a result of the decisions reached by my Attorney-in-Fact and Health Care Representative. The decision as to whether to reimburse my Health Care Representative for expenses incurred in fulfilling the duties of the Health Care Representative position shall be in the sole and absolute discretion of my Attorney-in-Fact.

Notwithstanding anything else in this Section to the contrary, I further specifically prohibit my Attorney-in-Fact from expending any trust funds for medical treatment considered "extraordinary" or "heroic" by my Health Care Representative. The decision as to whether treatment shall be considered "extraordinary" or "heroic" shall be in the sole and absolute discretion of my Health Care Representative, as guided by instructions to my Health Care Representative contained in my Health Care Power of Attorney, or Appointment of Health Care Representative.

If it should become necessary to sell my residence or for any other reason dispose of some or all of my tangible personal property from my living quarters, my Attorney-in-Fact shall store or safeguard such tangible personal property (and pay all costs thereof) or, alternatively, transfer custody and possession, but not title, for such storage or safekeeping to my beneficiaries or other responsible persons.

I authorize my Attorney-in-Fact to make advance arrangements for me in accordance with the Funeral Directive if I have not previously made such advance arrangements myself. If I have left no memorial instructions, I authorize my Attorney-in-Fact, in consultation with my Health Care Representative, to make advance arrangements considered necessary or appropriate.

Finally, my Attorney-in-Fact shall consider any other written instruction dated and signed by me. Any such instructions shall be incorporated by reference into this agreement.

Section 3.16 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 living spouse, if any, and those my Attorney-in-Fact determines to be dependent on me for support.

Section 3.17 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 3.18 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 3.19 Memberships

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

Section 3.20 Online Accounts and Social Media

My Attorney-in-Fact may access, establish, cancel, or continue online accounts (through the Internet or other similar method) of all kinds on my behalf, wherever held and whether in my name alone or held jointly. My Attorney-in-Fact is specifically authorized to request and change my access credentials to any online account, such as username, password, and secret question.

This authority specifically includes, but is not limited to, bank accounts, investment accounts, accounts with health care providers, social media accounts (like Facebook and Twitter), gambling and poker accounts, accounts with publishers, accounts for access to employee benefits, email accounts, accounts with Internet service providers, accounts to manage websites and website domain names, accounts with retail vendors, and accounts with utility companies.

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 Personal Property

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 Agent may receive funds from the Trustee of my revocable living trust, and make distribution of said funds pursuant to the powers granted herein. My Agent is also authorized to direct my Trustee to make a distribution pursuant to the powers reserved by me in said Trust. I give my Agent the power to amend, revoke, or withdraw from my Trust. The formal name of my revocable living trust is as follows:

JOANNA SHMAGRANOFF and GREGORY SHMAGRANOFF, Co-Trustees, or their successors in trust, under the JOANNA SHMAGRANOFF LIVING TRUST, dated AUGUST 2, 1994, and any amendments thereto.

Section 4.04 Disclaimers and 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 Powers of Appointment

My Attorney-in-Fact may exercise in whole or in part, or decline to exercise, or disclaim 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 and fund inter vivos trusts of any type, whether revocable or irrevocable, and whether or not I am a beneficiary. With respect to any trust created by me or on my behalf, my Attorney-in-Fact may amend, modify, revoke, or terminate the trust. Further, my Attorney-in-Fact may add property to an existing or

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subsequently created trust, and accept transfers or distributions from any trustee of any trust, including any trust over which I have a right of receipt or withdrawal, whether as grantor, beneficiary, or otherwise.

Also, and without limiting the authority granted to my Attorney-in-Fact in this Section, my Attorney-in-Fact may:

- (i) create and fund a sole-benefit trust in accordance with United States Code, Title 42, Section 1396p(c)(2)(B);
- (ii) create and fund a self-settled special needs trust in accordance with United States Code, Title 42, Section 1396p(d)(4)(A);
- (iii) create and fund a qualified income trust in accordance with 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 make arrangements for the diversion of my income to such a trust as necessary to comply with applicable Medicaid rules and regulations; and
- (iv) sign all necessary documents to allow me to join any trust qualifying under United States Code, Title 42, Section 1396p(d)(4)(C) and transfer any portion of my assets to such trust.

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 waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan. My Attorney-in-Fact may withdraw from, transfer ownership, surrender, 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.

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 to, or 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 designates.

Section 4.13 Health Care Decisions

My Attorney-in-Fact may make all health care decisions on my behalf. If I have executed a health care advance directive (including but not limited to a Healthcare Power of Attorney) designating a Healthcare Representative, the terms of the directive control if the directive and this General Durable Power of Attorney are in conflict.

Section 4.14 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.

Section 4.15 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 4.16 Employment of Professionals

My Attorney-in-Fact 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 4.17 Gifting Powers

Notwithstanding any other provision of this General Durable Power of Attorney, my Attorney-in-Fact may make gifts of any interest I have in real or personal property ("my property") to any person or entity, in any amount, including my Attorney-in-Fact, without limitation.

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Unless otherwise specified above, the value of any gift made pursuant to this Section may exceed the annual dollar limits of the federal gift tax exclusion under Section 2503(b) of the Internal Revenue Code.

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 cares 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 4.18 Gift-Splitting

My Attorney-in-Fact may make, join, and consent to gifts by my spouse pursuant to Section 2513 of the Internal Revenue Code, even if such gifts exceed my aggregate annual gift tax exclusion amount under Section 2503(b) of the Internal Revenue Code.

Section 4.19 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 4.20 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 4.21 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 4.22 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 4.23 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 4.24 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 also 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 4.25 Qualified Plans

Notwithstanding the provisions of Section 1.03 of this General Durable Power of Attorney, 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 my spouse is 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 Plan or to any payout arrangement which may require my consent or approval by law, under any such Plan, or otherwise.

Section 4.26 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 4.27 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 4.28 Domestic Pets

My Attorney-in-Fact may make reasonable expenditures for the care, maintenance, support, and general welfare of my domestic pets, if any. Specifically, and without limitation, my Attorney-in-Fact may consent to and make reasonable expenditures for medical treatment, boarding, and kennel care of any of my domestic pets. I authorize any and all payments from my funds for pet care provided by any person or entity, including my Attorney-in-Fact.

In addition, my Attorney-in-Fact may acquire a domestic service pet if, in my Attorney-in-Fact's sole discretion, such service pet will benefit me.

Section 4.29 Estate and Long Term Care Planning

A. Notwithstanding the provisions of Section 1.03 of this General Durable Power of Attorney, my Attorney-in-Fact may engage in estate and long term care planning in furtherance of achieving asset preservation. Property transfers made pursuant to the authority granted herein may be made without restriction as to the value of the transfer, and 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, or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters. My Attorney-in-Fact may engage in such planning 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.

B. Notwithstanding the provisions of Section 1.03 of this General Durable Power of Attorney, my Attorney-in-Fact may take any action necessary to effectuate the foregoing, including to qualify me for Social Security Benefits, Supplemental Security

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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, without restriction as to the value of the divestment;
- (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 (even if my Attorney-in-Fact is my spouse);
- (v) sign an Assignment of Support (even if my Attorney-in-Fact is my spouse);
- (vi) divide community property assets equally or unequally between my spouse and me, without restriction as to the difference of the value of our shares, if any;
- (vii) sign an application for Medical Assistance or any other government benefit program;
- (viii) serve as representative payee;
- (ix) transfer the family residence to a spouse who does not need long-term health or nursing care, without restriction as to the value of the transfer;
- (x) make home improvements and additions to my family residence;
- (xi) pay off, partly or in full, any encumbrance on my family residence;
- (xii) purchase a family residence, if I do not own a family residence;
- (xiii) purchase a more expensive family residence; and
- (xiv) attend and represent me at Fair Hearings.

Section 4.30 Ownership and Rights of Survivorship

Notwithstanding the provisions of Section 1.03 of this General Durable Power of Attorney, my Attorney-in-Fact may select, create, or change the rights of survivorship on any and all of my property, whether real or personal, including bank and investment accounts, insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests, and may do so by any means, including by changing ownership, such as adding a joint owner. My Attorney-in-Fact may designate survivorship rights among one or more remaindermen and may designate the form of title among multiple remaindermen, including, but not limited to, as tenants in common, joint tenants, community property, or tenants by the entirety.

In particular, my Attorney-in-Fact may execute any deed designating beneficiaries, including an enhanced life estate deed (also known as a "ladybird" deed), including with respect to my homestead property, if any, and may conduct any and all transactions

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with full power and authority in my Attorney-in-Fact to sell, convey, mortgage, lease, and otherwise dispose of the property in accordance with the terms of the deed.

Section 4.31 Beneficiary Designations

Notwithstanding the provisions of Section 1.03 of this General Durable Power of Attorney, my Attorney-in-Fact may select, create, or change beneficiary designations on any and all of my property, whether real or personal, including bank and investment accounts, insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests.

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 General Durable 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 General Durable Power of Attorney including, but not limited to:

- (i) actions for declaratory judgments from any court of competent jurisdiction interpreting the validity of this General Durable Power of

Attorney and any of the acts sanctioned by this General Durable Power of Attorney; provided, however, that my Attorney-in-Fact need not seek a declaratory judgment to perform any act sanctioned by this General Durable 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 General Durable Power of Attorney; and
- (iii) actions for actual and punitive damages and the recoverable costs and expenses, including reasonable attorney's fees, 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 General Durable 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 General Durable 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 General Durable Power of Attorney are subject to the limitations set forth in this Article.

Section 6.01 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

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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.

Section 6.02 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 General Durable 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 General Durable Power of Attorney would cause any of the foregoing results, a Special Attorney-in-Fact appointed under the provisions of Section 7.03 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.

Article Seven

Administrative Powers and Provisions

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

Section 7.01 Compensation and Reimbursement to Attorney-in-Fact

If my Attorney-in-Fact is a professional (such as an attorney; accountant; geriatric care manager; professional guardian, conservator, or other fiduciary; or other professional, including entities that provide similar services), my Attorney-in-Fact is entitled to compensation for services rendered pursuant to this General Durable Power of Attorney at such professional's then stated rates. If my Attorney-in-Fact is not a professional, my Attorney-in-Fact is entitled to such compensation at a reasonable rate under the circumstances.

Whether or not my Attorney-in-Fact is a professional, my Attorney-in-Fact is entitled to reimbursement for costs reasonably incurred while acting as my Attorney-in-Fact,

including, but not limited to: phone bills; postage; and travel expenses, if necessary, to supervise my care.

Section 7.02 Release of Information

My Attorney-in-Fact may release and obtain, as the case may be, any and all information regarding my financial investments, taxes, and estate planning, including any information or documents regarding stocks, bonds, certificates of deposit, bank accounts, tax returns, retirement accounts, pension plans, wills, trusts, powers of attorney, advance directives, and any other documents or information regarding my financial affairs, taxes, or estate planning 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 General Durable Power of Attorney.

Section 7.03 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 General Durable 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 General Durable 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 General Durable Power of Attorney unless expressly limited elsewhere in this General Durable 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 7.04 Fiduciary Eligibility of Attorney-in-Fact

My Attorney-in-Fact is 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 Amendment and Revocation

I may amend or revoke this General Durable 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 General Durable Power of Attorney is amended or revoked, 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 General Durable Power of Attorney prior to that person's receipt of notice that it was amended or revoked.

Section 7.06 Resignation

My Attorney-in-Fact may resign by the execution of a written resignation delivered to me (or my guardian if I am incapacitated and one has been appointed for me) and to any Attorney-in-Fact serving together with the resigning Attorney-in-Fact, or if none, to the next successor Attorney-in-Fact. If I am incapacitated, notice may be delivered to any person with whom I am residing or who has my care and custody.

Section 7.07 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:

JOANNA SHMAGRANOFF, by *[Attorney-in-Fact's name]*, her Attorney-in-Fact.

Section 7.08 Interpretation

This General Durable 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 7.09 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, as well as the masculine, feminine, and neuter genders.

Section 7.10 Third-Party Reliance

No person who relies in good faith on the authority of my Attorney-in-Fact under this General Durable 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 stating that:

- (i) the authority granted to my Attorney-in-Fact under this General Durable 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 General Durable Power of Attorney;
- (iii) I was competent when I executed this General Durable Power of Attorney;
- (iv) I have not revoked this General Durable Power of Attorney; and
- (v) my Attorney-in-Fact is currently serving as my Attorney-in-Fact.

Section 7.11 Effect of Duplicate Originals or Copies

If this General Durable Power of Attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Attorney-in-Fact may make copies of this General Durable Power of Attorney and each copy will have the same force and effect as the original. A copy means an electronic, digital, facsimile, photocopy, or other reproduction of this General Durable Power of Attorney.

Section 7.12 Governing Law

This General Durable Power of Attorney's validity and interpretation will be governed by Indiana law. To the extent permitted by law, this General Durable Power of Attorney is applicable to all of my property (whether real or personal, tangible or intangible, or legal or equitable), wherever located, and whether or not the property is owned by me now or in the future.

Section 7.13 Severability

If any provision of this General Durable Power of Attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.

Article Eight

Duties and Liabilities of My Attorney-in-Fact

Section 8.01 Limitation of Liability of My 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 duties committed dishonestly, with improper motive, or with reckless indifference to the purposes of this General Durable Power of Attorney or my best interests, including willful misconduct or gross negligence. This protection extends to the estate, heirs, successors and assigns of my Attorney-in-Fact.

In particular, any Attorney-in-Fact who acts in good faith is not liable to any beneficiary of my estate plan for failure to preserve the plan, and absent a breach of duty to me, my Attorney-in-Fact is not liable if the value of my property declines.

Article Nine

Acceptance of Appointment as Attorney-in-Fact

Any manifestation of acceptance of appointment as Attorney-in-Fact, whether in writing or by conduct, is an acceptance of all aspects of this General Durable Power of Attorney, and may not be limited to only certain aspects. Appointment as Attorney-in-Fact is accepted by:

- (i) signing any document manifesting acceptance;
- (ii) exercising any authority or performing any duties as Attorney-in-Fact under this General Durable Power of Attorney; or
- (iii) any other assertion or conduct indicating acceptance.

Article Ten

Declarations of the Principal

I understand that this General Durable Power of Attorney is an important legal document. Before executing this General Durable 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;

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- (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.

The estate and financial planning powers herein conferred are for the purpose of providing for my spouse, if any, and other beneficiaries of my estate plan, reducing tax liability, or preserving assets for use by my spouse or other beneficiaries of my estate plan in the event I require long-term health care.

In carrying out the powers granted herein, my Agent shall be guided by the standard that these powers are designed, in part, for the preservation of my assets and my Agent shall exercise such powers in such a way as to provide for my best interests and the best interests of the beneficiaries of my estate plan. My Agent may exercise any and all powers conferred herein without any prohibition against self-dealing.

I request, but do not require, that my Agent consult with counsel knowledgeable about public and private benefits that may be available to me before exercising any powers conveyed herein.

If any provision of this General Durable Power of Attorney is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this document. The remaining provisions shall be fully severable, and this document shall be construed and enforced as if the invalid provision had never been included in my General Durable Power of Attorney.

I have consulted with legal counsel, am fully informed as to all the contents of this document, and understand the full import of the grant of these powers to the person or persons named herein.

I hereby reserve the right of revocation; however, this General Durable Power of Attorney shall continue in full force and effect until I have executed and recorded in the Recorder's Office of the county of my domicile, a written revocation hereof

I have executed this General Durable Power of Attorney not only individually, but also as Trustee of the JOANNA SHMAGRANOFF LIVING TRUST, dated AUGUST 2, 1994, and any amendments thereto, and it is my intention pursuant to said Trust, that my Agent have all of the rights, powers and discretion as Trustee of my Living Trust as though I were personally present.

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IN WITNESS WHEREOF, I have executed this General Durable Power of Attorney on the 1st day of September, 2021.

Joanna Shmagranoff

JOANNA SHMAGRANOFF, Principal

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

The foregoing General Durable Power of Attorney was signed and acknowledged before me on the 1st day of September, 2021, by JOANNA SHMAGRANOFF, Principal.

Witness my hand and Notarial Seal.

Jeffrey A. Golding
Notary Public



THIS INSTRUMENT PREPARED BY:
Clifford J. Rice
RICE & RICE
100 Lincolnway, Suite 1
Valparaiso, IN 46383
219-462-0809

"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."
PREPARED BY: *Clifford J. Rice*