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LAKE COUNTY  
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## General Durable Power of Attorney

of

Donald Gene Gustafson

October 21, 2021

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Greater Indiana Title Company

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## General Durable Power of Attorney of Donald Gene Gustafson

I, Donald Gene Gustafson of 7205 W 173rd Court, Lowell, IN 46356, 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:

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

### Article One Appointment, Effectiveness, and Durability

#### Section 1.01 Initial Attorney-in-Fact

I appoint Dale A. Gustafson and Douglas G. Gustafson to serve as my Attorneys-in-Fact (collectively, my Attorney-in-Fact) with independent authority to act. Any one of my Attorneys-in-Fact may act alone and without the approval or consent of any other Attorney-in-Fact regarding a matter, or may act jointly with any other Attorney-in-Fact. If any Attorney-in-Fact resigns, dies, becomes incapacitated, is not qualified to serve, or declines or otherwise fails to serve, no further Attorney-in-Fact needs to be appointed unless there is no Attorney-in-Fact serving.

#### Section 1.02 Successor Attorney-in-Fact

If all initial Attorneys-in-Fact named in the preceding Section resign, die, become incapacitated, are not qualified to serve, or decline or otherwise fail to serve, I appoint Wendy A. Gustafson to serve as my successor Attorney-in-Fact.

#### Section 1.03 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.

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## **Section 1.04 Self-Dealing**

My Attorney-in-Fact 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. For example, my Attorney-in-Fact may purchase property from me at its fair market value without court approval.

## **Section 1.05 Effectiveness**

The authority granted to my Attorney-in-Fact under this General Durable Power of Attorney shall be effective immediately upon signing.

## **Section 1.06 Durability**

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

## **Section 1.07 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 Two General Powers**

My Attorney-in-Fact may do all acts on my behalf with respect to my property. In addition, my Attorney-in-Fact may do everything necessary to exercise any power, including powers with respect to any real property I now own or may acquire in the future.

## **Section 2.01 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;

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- (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 2.02 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;

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- (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 2.03 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) take possession of and use my property in order to exercise any authority granted in this Power of Attorney;
- (v) pay, compromise, or contest tax assessments and apply for tax assessment refunds;
- (vi) maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and
- (vii) 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 2.04 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.



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## Section 2.05 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 (including by electronic funds transfer), and grant security interests in any account in my name or to which I am an authorized signatory, except accounts held by me in a fiduciary capacity. In exercising this authority, it does not matter whether or not the account was established by me or for me by my Attorney-in-Fact. My Attorney-in-Fact is authorized to negotiate, endorse, or transfer any check or other instrument with respect to any account, to contract for any services rendered by any bank or financial institution, and to execute, on my behalf as principal, any agency or power of attorney forms furnished by a bank with respect to accounts with the bank that appoints the bank or any person as my Attorney-in-Fact.

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

If more than one Attorney-in-Fact is serving concurrently under this General Durable Power of Attorney, any one of them may exercise the powers provided for in this Section.

## Section 2.06 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;
- (v) access, establish, cancel, or continue online investment 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.

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## Section 2.07 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 2.08 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;
- (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;

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- (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 2.09 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;

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- (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 2.10 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 2.11 Bankruptcy**

My Attorney-in-Fact may act for me with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning me or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee that affects an interest I have in any property or other thing of value.

Specifically, and without limiting the preceding, my Attorney-in-Fact may act for me with respect to filing for bankruptcy, and in support of such filing may—

- (i) employ counsel to represent me;
- (ii) select any exemptions available to me;
- (iii) determine which debts to reaffirm;
- (iv) make any decisions regarding repayment and reorganization plans;
- (v) discuss my affairs with credit-counseling and debtor-education services;
- (vi) discuss my affairs with and employ debt-restructuring services; and
- (vii) take any other actions to further my interests.

## **Section 2.12 Legal Actions**

My Attorney-in-Fact may 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. 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.

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## **Section 2.13 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 2.14 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 2.15 Support of Dependents**

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

## **Section 2.16 Recreation and Travel**

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

## **Section 2.17 Advance Funeral Arrangements**

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

## **Section 2.18 Memberships**

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

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## Article Three Additional Powers

In addition to the powers specified in Article Two, 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 Two, the power specified in this Article controls.

### Section 3.01 Fixtures and Personality

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 3.02 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 3.03 Estate Transactions

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

### Section 3.04 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 3.05 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 3.06 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

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trust. Further, my Attorney-in-Fact may add property to an existing or 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 3.07 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 3.08 Business Succession Agreements**

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

## **Section 3.09 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 3.10 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.

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## Section 3.11 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 3.12 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

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notices and other written communications involving my federal, state, local, or foreign taxes at such address as my Attorney-in-Fact designates.

## **Section 3.13 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 Health Care 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 3.14 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 3.15 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 Health Care 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 3.16 Employment of Professionals**

My Attorney-in-Fact may retain, discharge, and pay for, in the sole discretion of my Attorney-in-Fact, the services of professionals, including, but not limited to, information technology experts, 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 3.17 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.

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.

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## **Section 3.18 Intent to Return Home**

It is my intention to return home if I should be in a hospital, rehabilitation center, or nursing home, and my Attorney-in-Fact shall take all steps, including, but not limited to, executing any document, affidavit, or Declaration of Intent to Return Home on my behalf, to effectuate the same.

## **Section 3.19 Domicile**

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

## **Section 3.20 Nomination of Guardian**

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

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

## **Section 3.21 Business Activities**

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

## **Section 3.22 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 3.23 Qualified Plans**

Notwithstanding the provisions of Section 1.04 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.

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## **Section 3.24 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 3.25 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 3.26 Online Accounts, Digital Assets, and Digital Devices**

Without limiting any other provision of this General Durable Power of Attorney, and subject to the limitations of any other provision of this General Durable Power of Attorney, my Attorney-in-Fact has the powers described in this Section.

My Attorney-in-Fact has full authority to deal with Online Accounts, Digital Assets, and Digital Devices of all kinds, wherever located. This authority includes, but is not limited to, the power to acquire, create, establish, access, control, modify, cancel, delete, continue, transfer, and take possession of such accounts, assets, and devices.

However, if I have used an online tool to direct the custodian of an Online Account, Digital Asset, or Digital Device to not disclose certain information, and if the online tool allows for the modification or deletion of that direction at all times, then such direction overrides the authority granted in this Section.

My Attorney-in-Fact may request and change my access credentials to any Online Account, Digital Asset, and Digital Device (such as username, password, and secret question), and any third-party dealing with my Attorney-in-Fact in good faith will be held harmless for releasing such access credentials.

For purposes of this General Durable Power of Attorney, the following definitions apply:

### **(a) Online Accounts**

The term "Online Accounts" means accounts that are accessible through the Internet or other similar method, including, but not limited to: bank accounts; investment accounts; other financial accounts; accounts with health care providers; social media accounts (like LinkedIn, 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; tax-preparation service accounts; affiliate marketing accounts; accounts with utility companies; user access accounts on third-party Digital Devices; and any other online account.

## **(b) Digital Assets**

The term "Digital Assets" means intangible personal property related to digital technology (whether located on a Digital Device or an Online Account), including, but not limited to: emails sent or received; text messages sent or received; other digital communications sent or received; digital music; digital photographs; digital videos; software licenses; social network accounts; file sharing accounts; online access to financial accounts; domain registrations; DNS service accounts; website hosting accounts; personal and commercial websites; tax preparation service accounts; online store accounts; affiliate marketing accounts; and other types of online accounts and digital items that currently exist or may exist as technology develops.

## **(c) Digital Devices**

The term "Digital Devices" means tangible personal property related to digital technology capable of storing Digital Assets or accessing Online Accounts, and includes, but is not limited to: desktop computers; laptop computers; tablet computing devices (tablets); other mobile computing devices; peripheral devices; hard disk drives; solid state drives; flash memory devices; other storage devices; mobile telephones; smartphones; and any other type of digital device that currently exists or may exist as technology develops.

### **Section 3.27 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 3.28 Estate and Long Term Care Planning**

Notwithstanding the provisions of Section 1.04 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:

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- (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.

Notwithstanding the provisions of Section 1.04 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 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) sign an application for Medical Assistance or any other government benefit program;
- (iv) serve as representative payee;
- (v) make home improvements and additions to my family residence;
- (vi) pay off, partly or in full, any encumbrance on my family residence;
- (vii) purchase a family residence, if I do not own a family residence;
- (viii) purchase a more expensive family residence; and
- (ix) attend and represent me at Fair Hearings.

## **Section 3.29 Ownership and Rights of Survivorship**

Notwithstanding the provisions of Section 1.04 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, including the addition of a new joint tenant or the deletion of an existing joint tenant. 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 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.

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## **Section 3.30 Beneficiary Designations**

Notwithstanding the provisions of Section 1.04 of this General Durable Power of Attorney, my Attorney-in-Fact may select, create, revoke, 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 3.31 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 3.32 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 3.33 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 Four 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 4.01 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;

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- (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 4.02 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 4.03 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 Five 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 5.01 Release of Information**

My Attorney-in-Fact may release and obtain, as the case may be, any and all information regarding my financial investments, 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 advisers, 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

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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 5.02 Attorney-in-Fact Authorized to Employ My Attorney**

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

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

## **Section 5.03 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 5.04 Revocation**

I may revoke this General Durable Power of Attorney at any time.

If this General Durable Power of Attorney is 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 revoked.

## **Section 5.05 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 5.06 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:

*[Attorney-in-Fact's name]*, as Attorney-in-Fact for Donald Gene Gustafson.



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## **Section 5.07 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 5.08 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 5.09 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 5.10 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 5.11 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.

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## **Section 5.12 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 Six Duties and Liabilities of My Attorney-in-Fact**

### **Section 6.01 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 Seven 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;
- (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.

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