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2023-523349  
07/21/2023 11:56 AM  
TOTAL FEES: 25.00  
BY: JAS  
PG #: 12  
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## INDIANA DURABLE POWER OF ATTORNEY FOR PROPERTY

(Notice: The purpose of this Durable Power of Attorney is to give the person you designate [your "Agent"] broad powers to handle your property, which may include powers to pledge, sell or otherwise dispose of any real or personal property without advance notice to you or approval by you. This form does not impose a duty on your agent to exercise granted powers; but when a power is exercised, your agent will have to use due care to act for your benefit and in accordance with this form and keep a record of receipts, disbursements and significant actions taken as Agent. A Court can take away the powers of your agent if it finds the agent is not acting properly. Unless you expressly limit the duration of this power in the manner provided below, until you revoke this power or a court acting on your behalf terminates it, your Agent may exercise the powers given here throughout your lifetime, even after you become disabled.)

### **DURABLE POWER OF ATTORNEY made this April 5, 2016.**

1. AGENT APPOINTMENT AND AUTHORITY. I, HELEN D. FRANKOS, 1432 35th Street, Munster, IN 46321, hereby appoint: JIM D. FRANKOS, 8426 Northcote, Munster, IN 46321, as my attorney(s)-in-fact (my "agent") to act for me and in my name (in any way I could act in person) with respect to the following powers:

(a) PROPERTY POWERS AND TRANSACTIONS. The agent is authorized to exercise all possible property powers of the principal with respect to all possible types of property and interests in property, except to the extent the principal limits the generality of this paragraph by striking out one or more of the paragraphs or by specifying other limitations.

(b) REAL ESTATE TRANSACTIONS. The agent is authorized to: buy, sell, exchange, rent and lease real estate (which term includes, without limitation, real estate subject to a land trust and all beneficial interest in and powers of direction under any land trust); collect all rent, sale proceeds and earnings from real estate; convey, assign and accept title to real estate; grant easements, create conditions and release rights of homestead with respect to real estate; create land trusts and exercise all powers under land trust; hold, possess, maintain, repair, improve, subdivide, manage, operate and insure real estate; pay, contest, protest and compromise real estate taxes and assessments; and, in general, exercise all powers with respect to real estate

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which the principal could if present and under no disability.

(c) **FINANCIAL INSTITUTION TRANSACTIONS.** The agent is authorized to: open, close, continue and control all accounts and deposits in any type of financial institution (which term includes, without limitation, banks, trust companies, savings and building and loan associations, credit unions, credit card companies and brokerage firms); including Totten Trust accounts in the name of principal; deposit in and withdraw from and write checks on any financial institution account or deposit; and, in general, exercise all powers with respect to financial institution transactions which the principal could if present and under no disability.

(d) **STOCK AND BOND TRANSACTIONS.** The agent is authorized to: buy and sell all types of securities (which term includes, without limitation, stocks, bonds, mutual funds and all other types of investment securities and financial instruments) including Totten Trust accounts in the name of principal; collect, hold and safekeep all dividends, interest, earnings, proceeds of sale, distributions, shares, certificates and other evidences of ownership paid or distributed with respect to securities; exercise all voting rights with respect to securities in person or by proxy, enter into voting trusts and consent to limitations on the right to vote; trade or borrow on margin account; and, in general, exercise all powers with respect to securities which the principal could if present and under no disability.

(e) **TANGIBLE PERSONAL PROPERTY TRANSACTIONS.** The agent is authorized to: buy and sell, lease, exchange, collect, possess and take title to all tangible personal property; move, store, ship, restore, maintain, repair, improve, manage, preserve, insure and safekeep tangible personal property; and, in general, exercise all powers with respect to tangible personal property which the principal could if present and under no disability.

(f) **SAFE DEPOSIT BOX TRANSACTIONS.** The agent is authorized to: open, continue and have access to all safe deposit boxes; sign, renew, release or terminate any safe deposit contract; drill or surrender any safe deposit box; and, in general, exercise all powers with respect to safe deposit matters which the principal could if present and under no disability.

(g) **INSURANCE AND ANNUITY TRANSACTIONS.** The agent is authorized to: procure, acquire, continue, renew, terminate or otherwise deal with any type of insurance or annuity contract (which terms include, without limitation, life, accident, health, disability, automobile, casualty, property or liability insurance); pay premiums or assessments on or surrender and collect all distributions, proceeds or benefits payable under any insurance or annuity contract; and, in general, exercise all powers with respect to insurance and annuity contracts which the principal could if present and under no disability. The agent is further authorized to purchase insurance on the principal's life or on the life of anyone in whom the principal has an insurable interest; to maintain life insurance policies now or hereafter owned by the principal on either his/her life or lives of others; to pay all insurance premiums; to select any options under such policies; to increase or decrease coverage under any such policy; to borrow for the benefit of the principal against any such policy whether to pay for insurance or otherwise; to repay loans against such policies; to pursue all insurance claims on the principal's behalf; to cancel any policy and receive on the principal's behalf any cash proceeds upon termination; to assign ownership of any insurance policy for the purpose of funding a prepaid funeral plan; to

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purchase and/or maintain and pay all premiums for medical insurance covering the principal and/or any person the principal is obligated to support or may have assumed the obligation to support; to carry insurance of such kind and in such amounts as the agent shall deem appropriate to protect the principal's assets against any hazard and/or to protect the principal from any liability, to pay premiums therefor, and to pursue claims thereunder. Notwithstanding the foregoing, the agent shall have no rights or powers with respect to any policy of insurance owned by the principal on the life of the agent.

(h) **RETIREMENT PLAN TRANSACTIONS.** The agent is authorized to: contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability. In addition, the agent shall have the power and authority that the principal has to authorize distributions from and investments in any IRA or IRA type of account that the principal is or becomes the owner of.

(i) **SOCIAL SECURITY, UNEMPLOYMENT AND MILITARY SERVICE BENEFITS.** The agent is authorized to: prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service and governmental benefits which the principal could if present and under no disability.

(j) **TAX MATTERS.** The agent is authorized to: sign, verify and file all the principal's federal, state and local income, gift, estate, property and other tax returns, including joint returns and declarations of estimated tax; pay all taxes; claim, sue for and receive all tax refunds; examine and copy all the principal's tax returns and records; represent the principal before any federal, state or local revenue agency or taxing body and sign and deliver all tax powers of attorney on behalf of the principal that may be necessary for such purposes; waive rights and sign all documents on behalf of the principal as required to settle, pay and determine all tax liabilities; and, in general, exercise all powers with respect to tax matters which the principal could if present and under no disability. The agent is authorized to sign Internal Revenue Service Form 2848 (or its successor) and any similar state form on behalf of the principal.

(k) **CLAIMS AND LITIGATION.** The agent is authorized to: institute, prosecute, defend, abandon, compromise, arbitrate, settle and dispose of any claim in favor of or against the principal or any property interests of the principal; collect and receipt for any claim or

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settlement proceeds and waive or release all rights of the principal; employ attorneys and others and enter into contingency agreements and other contracts as necessary in connection with litigation; and, in general, exercise all powers with respect to claims and litigation which the principal could if present and under no disability.

(l) **COMMODITY AND OPTION TRANSACTIONS.** The agent is authorized to: buy, sell, exchange, assign, convey, settle and exercise commodities futures contracts and call and put options on stocks and stock indices traded on a regulated options exchange and collect and receipt for all proceeds of any such transactions; establish or continue option accounts for the principal with any securities or futures broker; and, in general, exercise all powers with respect to commodities and options which the principal could if present and under no disability.

(m) **BUSINESS OPERATIONS.** The agent is authorized to: organize or continue and conduct any business (which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation) in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

(n) **BORROWING TRANSACTIONS.** The agent is authorized to: borrow money; mortgage or pledge any real estate or tangible or intangible personal property as security for such purposes; sign, renew, extend, pay and satisfy any notes or other forms of obligation; and, in general, exercise all powers with respect to secured and unsecured borrowing which the principal could if present and under no disability, including a line of Bank credit at First Financial Bank for the property located at 1136 Camellia Drive, Unit No. 1, Minster, IN 46321.

(o) **ESTATE TRANSACTIONS.** The agent is authorized to: accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the Beneficiaries set forth in the principal's Last Will and Testament, if any, and if none, then to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trust which the principal could if present and under no disability; provided, however, that the agent may not make or change a will.

(p) **THE POWER TO PAY HOUSEHOLD EXPENSES AND CHARITABLE SUBSCRIPTIONS.** The agent is authorized to pay periodically such sums as the agent may deem appropriate for ordinary household expenses of the principal, and to do any and all acts which maintain the customary standard of living of the principal, the principal's spouse, children and other dependents of the principal, including by way of illustration, but not

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of restriction, the power to do the following: to provide for the health, education and welfare of the principal, the principal's spouse, children and other dependents; to maintain or establish charge accounts for the convenience of the principal, the principal's spouse, children or other dependents; and to pay for items charged to such accounts by any person authorized by myself or my attorney to make such charges; to continue payments incidental to maintaining memberships in any church, club, social or other organization; and in the discretion of the agent, to pay such charitable subscriptions as the principal has been in the habit of paying (and to make such other payments by way of charity as in the circumstances the agent shall think that the principal would make if the principal was present).

(q) **THE POWER TO DEAL WITH TRUSTEE.** The agent is authorized to deal with and handle any trust which the principal is capable of dealing with or handling, including Totten Trust accounts in the name of principal. The agent is further authorized to require the trustee of any trust established for the benefit of the principal to make the payment of income or principal to the agent.

(r) **WAIVER OF SURETY ON BOND.** The agent is authorized to serve and act as the agent hereunder without surety or other security on any official bond of the agent hereof, said surety or security being hereby expressly waived; however, the agent is hereby authorized in the agent's sole discretion to post surety bonds in connection with the performance of the agent's duties as such agent and the expense of such surety bonds shall be charged against the principal's estate.

(s) **DISCLAIMER.** The agent is hereby specifically authorized to disclaim, in whole or in part, any interest of benefit payable to the principal if, in the agent's sole opinion, such a disclaimer will benefit the principal as a whole and those interested in the principal, or the principal's estate, generally. The principal further directs that no person shall be authorized to question the agent's decision to disclaim even if the disclaimer alters the distribution of the property, cash, or interest disclaimed.

(t) **POWERS UNDER STATUTE.** The additional powers of the Indiana Statutes provided in IC 30-5-5-2 through IC 30-5-5-19 are incorporated herein by reference provided that such powers shall not in any way limit or restrict the powers set out in this Durable Power of Attorney or in a Health Care Power of Attorney which may be executed by the principal.

(u) **MEDICAL RECORDS AND CLAIMS.** The agent is authorized to waive the confidentiality of medical records and to authorize the disclosure and release of any medical information regarding the principal from any physician, hospital, care facility, or other medical provider to any person or entity including the agent or any successor agent or any insurance provider, such authorization being deemed in compliance with all state and federal laws and regulations including HIPAA. The agent may need access to the principal's protected health information ("PHI," as defined in the Health Insurance Portability and Account Ability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164) in order to make decisions related to the principal's health care, such as whether to place the principal in a residential nursing facility, whether to pay or dispute any bills related to my medical treatment, prescription

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drugs, etc.. Accordingly, the principal intends for his/her agent to be treated as the personal representative for all purposes related to such PHI or other medical records, as provided in 45 CFR 164.502(g)(2), to the extent necessary to make such decisions. In addition, the agent is authorized to deal with any medical insurance carrier or provider, including Medicare, Medicaid and Veterans Administration, to obtain, use and disclose any and all medical information, records or claim information for purposes of processing and making claims on behalf of the principal.

(v) **PERSONAL CARE.** The agent is authorized to do all things and enter into all transactions necessary to provide for the personal care of the principal or the principal's spouse and to maintain the customary standard of living of the principal and the principal's spouse; to provide suitable living quarters for the principal and the principal's spouse; and to hire and compensate household, nursing and other employees as the agent considers advisable for the principal's well being and the well being of the principal's spouse. The above shall specifically include but not be limited to the authority to pay the ongoing costs of maintenance of the present and future residence of the principal and the principal's spouse, such as interest, taxes and repairs; to procure and pay for clothing, transportation, medicine, medical care, food and other needs; and to make arrangements, enter into contracts and commit the principal's resources on behalf of the principal and the principal's spouse with respect to provision of medical care for him/her in a convalescent hospital, skilled nursing home, or other alternative residential facility. The agent or any other person may enter into a personal services contract between the principal and the agent or any other person. However, any personal services contract with the agent shall only be made by the next named successor agent identified herein. The principal hereby appoints the next named successor agent to serve simultaneously with the principal's then-empowered agent as a co-agent for the exclusive purpose of entering into the personal services contract with the agent pursuant to this paragraph. If no successor agent is then willing and able to serve, then the agent may name an individual who is not related or subordinate to the agent (within the meaning of the Internal Revenue Code 672(c)) to serve as a co-agent for the exclusive purpose of entering into the personal services contract with the agent.

(w) **ESTABLISH RESIDENCE.** The agent is authorized to establish a new residence or domicile for the principal, from time to time within or without the principal's current state of domicile.

(x) **APPLY FOR GOVERNMENT AND OTHER BENEFITS.** The agent is authorized to apply for and make any elections required with respect to payment of Social Security, Medicare, Medicaid, Veteran's Administration Benefits, or any other governmental or insurance benefits to which the principal may be entitled; to take possession of all such benefits; and to distribute such benefits to the principal or for the principal's benefit.

(y) **MEDICAID ANNUITY.** The agent is authorized to purchase for the principal's benefit or the benefit of the principal's spouse, if any, an immediate annuity, with the balance of any payments after the death of the annuitant to be made in accordance with the dispositive provisions of the principal's Last Will and Testament; provided, however, that the state may be named as an additional remainder beneficiary for an amount equal to the total amount of medical assistance paid on behalf of the annuitant if, in the opinion of the agent, it is

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advisable to do so to comply with 42 U.S.C. §1396p(c)(1)(F).

(z) **MEDICAID TRANSFERS.**

(1) **Transfers to Spouse (if any).** The agent is authorized to enter into a Notice of Intent to Divide Resources or income or both, an Interspousal Agreement to Divide Resources or Income or both, or any documents of similar purpose, in order to protect as many of the principal's assets as possible from the spend-down requirement of eligibility for Medicaid and thus provide more income to the principal's spouse, if any; to make any transfers to the principal's spouse needed to carry out the terms of such Notice of Intent or Interspousal Agreement or other such documents; to make any transfers with or without consideration to the principal's spouse (including transfers of any real estate (or interests therein) which is principal's homestead) in order to qualify for Medicaid; to withdraw assets from any revocable living trust created by the principal or the principal's spouse during their lifetime; and to do any other matters necessary or advisable under all the circumstances (including but not limited to the principal's situation and that of the principal's spouse, if any, and principal's descendants and appropriate estate planning for the principal and his/her spouse) to increase the principal's eligibility for Medicaid. The foregoing powers shall apply regardless of whether the principal's spouse is the agent.

(2) **Transfers to Descendants.** The agent is authorized to protect as many of the principal's assets as possible from the spend-down requirements of eligibility for Medicaid and to make any transfers (including transfers of any real estate (or interests therein) which is the principal's homestead) with or without consideration in accordance with the dispositive provisions of the principal's Last Will and Testament, in order to qualify for Medicaid; to withdraw assets from any revocable living trust created by the principal during the principal's lifetime; and to do any and all other matters necessary or advisable under all the circumstances to increase the principal's eligibility for Medicaid; provided, however, that any gifts to the principal's descendants shall be made only after consultation with and consent to such one or more gifts, confirmed in writing, by an attorney at law experienced in estate planning and elder law. The foregoing takes precedence over any limitations on gifts set forth in the paragraph below entitled "Power to Make Gifts."

(3) **Transfers to Agent.** The agent may be the principal's spouse or a child of the principal and may be the recipient of gifts hereunder, and this fact shall not affect the validity of such gifts, nor, by itself, constitute a breach of the agent's fiduciary duty hereunder. However, any gift to the agent shall only be made by the next named successor agent identified herein. The principal hereby appoints the next named successor agent to serve simultaneously with the principal's then-empowered agent as a co-agent for the exclusive purpose of making any gifts to the agent pursuant to this paragraph. If no successor agent is then willing and able to serve, then the agent may name an individual who is not related or subordinate to the agent (within the meaning of the Internal Revenue Code 672(c)) to serve as a co-agent for the exclusive purpose of making such gifts to the agent.

(aa) **POWER TO MAKE GIFTS.** The agent shall have discretionary power and is authorized to make gifts, including annual exclusion gifts, gifts to pay tuition and medical expenses, and taxable gifts; to file and execute gift tax returns; and to use up the principal's

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unified credit during life. Permissible recipients of said gifts shall include principal's spouse and descendants. If the agent is in the class of permitted gift recipients, the agent shall be permitted to make gifts benefiting the agent even though acting in a fiduciary capacity, and such gifts shall not be considered fraudulent or voidable. To the extent possible (and except as set forth in the next sentence), the agent shall consider the principal's estate planning objectives as disclosed by the principal's estate planning documents in making gifts. In addition, if the agent engages in public benefits planning (including Medicaid and Veteran's planning), the agent shall consider the objectives of such planning in making gifts (even if those gifts do not follow the directions in my estate planning documents) as long as such gifting is made as directed under a plan created by an elder law attorney engaging in public benefits planning. Gifts can be made either directly, in trust, or to a custodian under the Uniform Transfers to Minors Act. Notwithstanding the preceding provisions of this subparagraph, the agent shall not have any power to discharge any legal obligation (including obligations of support) of the agent.

Notwithstanding the preceding provisions of this subparagraph, the agent shall not have any power to discharge any legal obligation (including obligations of support) of the agent.

**(bb) CREATING, FUNDING, AMENDING, AND TERMINATING TRUSTS.** The agent shall have the power and authority to create, fund, execute, amend, and revoke in the principal's name a trust agreement with such trustee or trustees as the agent shall select (including the agent as trustee), which trust shall provide that all income and principal shall be paid to the principal, or for the principal's benefit, as the principal or the agent shall request, or as trustee shall determine, and at the principal's death to provide for the continuation of said trust for the benefit of the principal's friends and relatives (including the agent) as the agent decides. The agent shall be permitted to include other provisions in any such trust providing for the orderly administration and operation of said trust and the creation of additional trusts for potential beneficiaries. It is the principal's intention that this power may be exercised in the event of the principal's disability or incapacity as the agent desires to avoid the probate of the principal's estate, maximize potential estate tax savings, or to engage in public benefits planning (including Medicaid and Veteran's planning).

**(cc) CREATE AN IRREVOCABLE TRUST.** The agent shall have the power and authority to create an irrevocable trust on the principal's behalf wherein the beneficial interests at the principal's death shall be the same as the dispositive provisions in the principal's Last Will and Testament or Revocable Living Trust, if any, in effect on the date such trust is created, to name the Trustees and successor Trustees, and to fund such trust with all or any assets of the principal or other interests in property which are capable of being held in said trust, including those assets which may then be held in a revocable trust for the benefit of the principal or the principal's spouse, if any. This authority includes the power to create and fund a trust which may qualify the principal for Medicaid. The agent may serve as the Trustee of the trust. The agent shall have the power to exercise whatever trust powers or elections which I may exercise.

**(dd) OTHER COMPENSATION.** The agent may compensate separately any brokers, attorneys, auditors, depositories, real estate managers, investment advisors, health care managers, and other persons (including the agent and any firm with which the agent is associated



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without reducing compensation in any capacity).

(ee) **CHANGING BENEFICIARIES AND POWERS UNDER INSURANCE AND IRA ACCOUNTS.** The agent shall have the power and authority to change joint tenancies and to change any beneficiary the principal has previously designated to receive benefits under any life insurance policy, annuity, qualified or nonqualified retirement plan, IRA, or any other contractual arrangement over which the principal has the authority to direct benefits and select beneficiaries in accordance with the provisions of the principal's Last Will and Testament or to name a state public aid agency as beneficiary.

(ff) **DIGITAL ACCOUNTS, ASSETS AND RIGHTS.** The agent shall have the power and authority to take any actions in connection with any digital accounts, assets and/or rights in which the principal has an interest when this Durable Power of Attorney is executed, or in which the principal later acquires an interest, including the power to access, continue, modify, or terminate existing accounts; create or change any "passwords" and/or "user identification profiles".

(gg) **RESIGNATION FROM FIDUCIARY POSITIONS.** The agent shall have the power and authority to resign from any fiduciary position to which the principal has been or may be in the future named, appointed, nominated or elected, including by way of illustration, but not of restriction, the positions of executor, administrator, personal representative, trustee, attorney-in-fact, guardian, director or officer of a corporation, and to take whatever steps are necessary to accomplish such resignation, for example, by rendering an accounting or appearing in court to receive approval for such action, as appropriate.

2. **REPRODUCTIONS AND COUNTERPARTS.** Reproductions of this executed original (with reproduced signatures and the certificate of acknowledgement) shall be deemed to be original counterparts of this Durable Power of Attorney.

3. **SEVERABILITY.** If any provision of this Durable Power of Attorney or its application to any person or circumstances is held by a Court of competent jurisdiction to be invalid, the invalidity shall not affect any other provisions or applications of which can be given effect without the invalid provisions or application, and to this end provisions of this document are severable.

4. **DELEGATION OF POWERS.** The agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this Durable Power of Attorney at the time of reference.

5. **AGENT COMPENSATION.** The agent shall be entitled to reasonable compensation for services rendered as agent under this Durable Power of Attorney.

6. **REIMBURSEMENT FOR COSTS AND EXPENSES.** The agent shall be entitled to reimbursement from the principal's property for expenditures properly made in the

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execution of the powers conferred by the principal in this Durable Power of Attorney. The agent shall keep records of any such expenditures and reimbursement.

7. **RELIANCE BY THIRD PARTIES.** To induce third parties to rely upon the provisions of this Durable Power of Attorney, the principal for himself or herself and on behalf of the principal's heirs, successors, and assigns, hereby waives any privilege that may attach to information requested by the agent in the exercise of any of the powers described herein. Moreover, on behalf of the principal's heirs, successors, and assigns, the principal hereby agrees to hold harmless any third party who acts in reliance upon this Durable Power of Attorney for damages or liability incurred as a result of that reliance. The agent is authorized, at the expense of the principal's estate, to seek interpretation and/or enforcement of any power granted to the agent under this document from a court of competent jurisdiction. The agent may seek any appropriate legal remedy including, but not limited to, declaratory judgments, temporary or permanent injunctions, and actual or punitive damages against any person or entity who unreasonably, negligently or willfully fails or refuses to follow the agent's instructions with respect to a power granted to the agent under this document.

8. **RATIFICATION.** The principal ratifies and confirms all that the agent does or causes to be done under the authority granted in this Durable Power of Attorney. All instruments of any sort entered into in any manner by the agent shall bind the principal, the principal's estate, heirs, successors, and assigns.

9. **EXCULPATION.** The agent shall not be liable to the principal or any of the principal's successors in interest for any action taken or not taken in good faith but shall be liable for the breach of a duty committed dishonestly, with improper motive, or with reckless indifference to the purposes of this Durable Power of Attorney or the principal's best interests.

10. **EFFECTIVE DATE.** This Durable Power of Attorney shall become effective on the date above written.

11. **TERMINATION.** This Durable Power of Attorney shall terminate on my death.

12. **SUCCESSOR AGENTS.** If any agent named by me shall die, become incompetent, resign or refuse to accept the office of agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such agent: (1) DENO P. FRANKOS, 1432 35<sup>th</sup> Street, Munster, IN 46321; (2) PETER E. FRANKOS, 1432 35<sup>th</sup> Street, Munster, IN 46321.

13. **GUARDIAN OF PRINCIPAL'S ESTATE.** If a guardian of my estate is to be appointed, I nominate the following to serve as such guardian without bond or security in the order named: (1) DENO P. FRANKOS; (2) JIM D. FRANKOS; (3) PETER E. FRANKOS.

14. **PRINCIPAL'S ACKNOWLEDGEMENT.** I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my agent.



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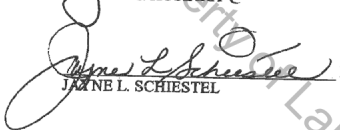
## ATTESTATION FOR DURABLE POWER OF ATTORNEY AND FOR THE APPOINTMENT OF GUARDIANS

We certify that in our presence, on the date appearing in the foregoing instrument, HELEN D. FRANKOS signed the foregoing instrument and acknowledged it to be the principal's Durable Power of Attorney, and that at the principal's request and in the principal's presence and in the presence of each other we have signed our names below as witnesses, and that we believe the principal to be of sound mind and memory.

  
\_\_\_\_\_

JILLIAN M. KOSIARA

RESIDING AT 362 Rickenbacker Court  
Valparaiso, IN 46385

  
\_\_\_\_\_

JAZNE L. SCHIESTEL

RESIDING AT 18018 Exchange Avenue  
Lansing, IL 60438

Property of Lake County Recorder