

Unlimited Power of Attorney

Notice: This is an important document. Before signing this document, you should know these important facts. By signing this document, you are not giving up any powers or rights to control your finances and property yourself. In addition to your own powers and rights, you are giving another person, your attorney-in-fact, broad powers to handle your finances and property. This unlimited power of attorney will give the person whom you designate (your "attorney-in-fact") broad powers to handle your finances and property, which includes powers to encumber, sell or otherwise dispose of any real or personal property without advance notice to you or approval by you. **THE POWERS GRANTED WILL NOT EXIST AFTER YOU BECOME DISABLED, OR INCAPACITATED.** This document does not authorize anyone to make medical or other health care decisions for you. If you own complex or special assets such as a business, or if there is anything about this form that you do not understand, you should ask a lawyer to explain this form to you before you sign it. If you wish to change your unlimited power of attorney, you must complete a new document and revoke this one. You may revoke this document at any time by destroying it, by directing another person to destroy it in your presence or by signing a written and dated statement expressing your intent to revoke this document. If you revoke this document, you should notify your attorney-in-fact and any other person to whom you have given a copy of the form. You also should notify all parties having custody of your assets. These parties have no responsibility to you unless you actually notify them of the revocation. If your attorney-in-fact is your spouse and your marriage is annulled, or you are divorced after signing this document, this document is invalid. Since some 3rd parties or some transactions may not permit use of this document, it is advisable to check in advance, if possible, for any special requirements that may be imposed. You should sign this form only if the attorney-in-fact you name is reliable, trustworthy and competent to manage your affairs. This form must be signed by the Principal (the person appointing the attorney-in-fact), witnessed by two persons other than the notary public, and acknowledged by a notary public.

I, _____ (printed name), of
(address) _____, as
principal, do grant an unlimited power of attorney to, and do hereby appoint:

_____ (printed name), of
(address) _____,

my attorney-in-fact and do grant him or her unlimited power and authority to act in my name, place and stead in any way which I myself could do, if I were personally present, with respect to all of the following matters to the extent that I am permitted by law to act through an agent:

IN GENERAL, the principal authorizes the agent to: (1) demand, receive, and obtain by litigation or otherwise, money or other thing of value to which the principal is, may become, or claims to be entitled, and conserve, invest, disburse, or use anything so received for the purposes intended; (2) contract in any manner with any person, on terms agreeable to the agent, to accomplish a purpose of a transaction, and perform, rescind, reform, release, or modify the contract or another contract

made by or on behalf of the principal; (3) execute, acknowledge, seal, and deliver a deed, revocation, mortgage, security agreement, lease, notice, check, promissory note, electronic funds transfer, release, or other instrument or communication the agent considers desirable to accomplish a purpose of a transaction, including creating a schedule of the principal's property and attaching it to the power of attorney; (4) prosecute, defend, submit to arbitration or mediation, settle, and propose or accept a compromise with respect to, a claim existing in favor of or against the principal or intervene in litigation relating to the claim; (5) seek on the principal's behalf the assistance of a court to carry out an act authorized by the principal in the power of attorney; (6) engage, compensate, and discharge an attorney, accountant, expert witness, or other assistant; (7) keep appropriate records of each transaction, including an accounting of receipts and disbursements; (8) prepare, execute, and file a record, report, or other document the agent considers desirable to safeguard or promote the principal's interest under a statute or governmental regulation; (9) reimburse the agent for expenditures properly made by the agent in exercising the powers granted by the power of attorney; and (10) in general, do any other lawful act with respect to the power and all property related to the power.

WITH RESPECT TO REAL PROPERTY, the principal authorizes the agent to: (1) accept as a gift or as security for an extension of credit, reject, demand, buy, lease, receive, or otherwise acquire, an interest in real property or a right incident to real property; (2) sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, retain title for security, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease, sublease, or otherwise dispose of, an interest in real property or a right incident to real property; (3) release, assign, satisfy, or enforce by litigation or otherwise, a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted; (4) manage or conserve an interest in real property or a right incident to real property, owned or claimed to be owned by the principal, including: (a) insuring against a casualty, liability, or loss; (b) obtaining or regaining possession, or protecting the interest or right, by litigation or otherwise; (c) paying, compromising, or contesting taxes or assessments, or applying for and receiving refunds in connection with them; and (d) purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property; (5) use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the principal has, or claims to have, an interest or right; (6) participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property and receive and hold, directly or indirectly, shares of stock or obligations, or other evidences of ownership or debt, received in a plan of reorganization, and act with respect to them, including: (a) selling or otherwise disposing of them; (b) exercising or selling an option, conversion, or similar right with respect to them; and (c) voting them in person or by proxy; (7) change the form of title of an interest in or right incident to real property, and (8) dedicate to public use, with or without consideration, easements or other real property in which the principal has, or claims to have, an interest.

WITH RESPECT TO TANGIBLE PERSONAL PROPERTY, the principal authorizes the agent to: (1) accept as a gift or as security for an extension of credit, reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property; (2) sell, exchange, convey with or without covenants, release, surrender, create a security interest in, grant options concerning, lease, sublease to others, or otherwise dispose of tangible personal property or an interest in tangible personal property; (3) release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the principal, with respect to tangible personal property or an interest in tangible personal property; (4) manage or conserve tangible personal property or an interest in tangible personal property on behalf of the principal, including: (a) insuring against casualty, liability, or loss; (b) obtaining or regaining possession, or protecting the property or interest, by litigation or otherwise; (c) paying, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments; (d) moving from place to place; (e) storing for hire or on a gratuitous bailment; and (f) using, altering, and making repairs or alterations; and (5) change the form of title of an interest in tangible personal property.

WITH RESPECT TO TRANSACTIONS CONCERNING STOCKS AND BONDS, the principal authorizes the agent to: (1) buy, sell, and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments, whether held directly or indirectly, except commodity futures contracts and call and put options on stocks and stock indexes, (2) receive certificates and other evidences of ownership with respect to securities, (3) 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.

WITH RESPECT TO TRANSACTIONS CONCERNING COMMODITIES AND OPTIONS, the principal authorizes the agent to: (1) buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call and put options on stocks and stock indexes traded on a regulated option exchange, and (2) establish, continue, modify, and terminate option accounts with a broker.

WITH RESPECT TO TRANSACTIONS CONCERNING BANKS AND OTHER FINANCIAL INSTITUTIONS, the principal authorizes the agent to: (1) continue, modify, and terminate an account or other banking arrangement made by or on behalf of the principal; (2) establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the agent; (3) rent a safe deposit box or space in a vault; (4) contract for other services available from a financial institution as the agent considers desirable; (5) withdraw by check, order, or otherwise money or property of the principal deposited with or left in the custody of a financial institution; (6) receive bank statements, vouchers, notices, and similar documents from a financial institution and act with respect to them; (7) enter a safe deposit box or vault and withdraw or add to the contents; (8) borrow money at an interest rate agreeable to the agent and pledge as security personal property of the principal necessary in order to borrow, pay, renew, or extend the time of payment of a debt of the principal; (9) make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal, or payable to the principal or the principal's order, transfer money, receive the cash or other proceeds of those transactions, accept a draft drawn by a person upon the principal, and pay it when due; (10) receive for the principal and act upon a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument; (11) apply for, receive, and use letters of credit, credit and debit cards, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and (12) consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

WITH RESPECT TO OPERATING A BUSINESS, the principal authorizes the agent to: (1) operate, buy, sell, enlarge, reduce, and terminate a business interest; (2) act for a principal, subject to the terms of a partnership agreement or operating agreement, to: (a) perform a duty or discharge a liability and exercise a right, power, privilege, or option that the principal has, may have, or claims to have, under the partnership agreement or operating agreement, whether or not the principal is a partner in a partnership or member of a limited liability company; (b) enforce the terms of the partnership agreement or operating agreement by litigation or otherwise; and (c) defend, submit to arbitration, settle, or compromise litigation to which the principal is a party because of membership in a partnership or limited liability company; (3) exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of a bond, share, or other instrument of similar character and defend, submit to arbitration or mediation, settle, or compromise litigation to which the principal is a party because of a bond, share, or similar instrument; (4) with respect to a business controlled by the principal: (a) continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the principal with respect to the business before execution of the power of attorney; (b) determine: (i) the location of its operation; (ii) the nature and extent of its business; (iii) the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation; (iv) the amount and types of insurance carried; and (v) the mode of engaging, compensating, and dealing with its accountants, attorneys, other agents, and employees; (c) change the name or form of organization under which the business is operated and enter into a partnership agreement or operating agreement with other persons or organize a corporation or other business entity to take over all or part of the operation of the business; and (d) demand and receive money due or claimed by the principal or

on the principal's behalf in the operation of the business, and control and disburse the money in the operation of the business; (5) put additional capital into a business in which the principal has an interest; (6) join in a plan of reorganization, consolidation, or merger of the business; (7) sell or liquidate a business or part of it at the time and upon the terms the agent considers desirable; (8) establish the value of a business under a buy-out agreement to which the principal is a party; (9) prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business which are required by a governmental agency or instrumentality or which the agent considers desirable, and make related payments; and (10) pay, compromise, or contest taxes or assessments and perform any other act that the agent considers desirable to protect the principal from illegal or unnecessary taxation, fines, penalties, or assessments with respect to a business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

WITH RESPECT TO INSURANCE AND ANNUITIES, the principal authorizes the agent to: (1) continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract procured by or on behalf of the principal which insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract; (2) procure new, different, and additional contracts of insurance and annuities for the principal and the principal's spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment; (3) pay the premium or assessment on, modify, rescind, release, or terminate a contract of insurance or annuity procured by the agent; (4) apply for and receive a loan on the security of a contract of insurance or annuity; (5) surrender and receive the cash surrender value; (6) exercise an election; (7) change the manner of paying premiums; (8) change or convert the type of insurance or annuity, with respect to which the principal has or claims to have a power described in this section; (9) apply for and procure government aid to guarantee or pay premiums of a contract of insurance on the life of the principal; (10) collect, sell, assign, hypothecate, borrow upon, or pledge the interest of the principal in a contract of insurance or annuity; and (11) pay from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

WITH RESPECT TO ESTATES, TRUSTS, AND OTHER RELATIONSHIPS IN WHICH THE PRINCIPAL IS A BENEFICIARY, the principal authorizes the agent to act for the principal in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund from which the principal is, may become, or claims to be entitled, as a beneficiary, to a share or payment, including to: (1) accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund; (2) demand or obtain by litigation or otherwise money or other thing of value to which the principal is, may become, or claims to be entitled by reason of the fund; (3) initiate, participate in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal; (4) initiate, participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary; (5) conserve, invest, disburse, and use anything received for an authorized purpose; and (6) transfer an interest of the principal in real property, stocks, bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property, to the trustee of a revocable trust created by the principal as settlor.

WITH RESPECT TO CLAIMS AND LITIGATION, the principal authorizes the agent to: (1) assert and prosecute before a court or administrative agency a claim, a claim for relief, cause of action, counterclaim, offset, or defense against an individual, organization, or government, including actions to recover property or other thing of value, to recover damages sustained by the principal, to eliminate or modify tax liability, or to seek an injunction, specific performance, or other relief; (2) bring an action to determine adverse claims, intervene in litigation, and act as amicus curiae; (3) in connection with litigation, procure an attachment, garnishment, libel, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree; (4) in connection with litigation, perform any lawful act, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination

before trial, and binding the principal in litigation; (5) submit to arbitration or mediation, settle, and propose or accept a compromise with respect to a claim or litigation; (6) waive the issuance and service of process upon the principal, accept service of process, appear for the principal, designate persons upon whom process directed to the principal may be served, execute and file or deliver stipulations on the principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive and execute and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation; (7) act for the principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the principal in property or other thing of value; and (8) pay a judgment against the principal or a settlement made in connection with litigation and receive and conserve money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

WITH RESPECT TO PERSONAL AND FAMILY MAINTENANCE, the principal authorizes the agent to: (1) perform the acts necessary to maintain the customary standard of living of the principal, the principal's spouse, children, and other individuals customarily or legally entitled to be supported by the principal, including providing living quarters by purchase, lease, or other contract, or paying the operating costs, including interest, amortization payments, repairs, and taxes, on premises owned by the principal and occupied by those individuals; (2) provide for the individuals described under (1) normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, and other current living costs; (3) pay on behalf of the individuals described under (1) expenses for necessary medical, dental, and surgical care, hospitalization, and custodial care; (4) act as the principal's personal representative pursuant to sections 1171 through 1179 of the Social Security Act, 42 U.S.C. Section 1320d (sections 262 and 264 of Public Law 104-191) [or successor provisions] and applicable regulations, in making decisions related to the past, present, or future payment for the provision of health care consented to by the principal or anyone authorized under the law of this state to consent to health care on behalf of the principal; (5) continue any provision made by the principal, for the individuals described under (1), for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them; (6) maintain or open charge accounts for the convenience of the individuals described under (1) and open new accounts the agent considers desirable to accomplish a lawful purpose; and (7) continue payments incidental to the membership or affiliation of the principal in a church, club, society, order, or other organization or to continue contributions to those organizations.

WITH RESPECT TO BENEFITS FROM SOCIAL SECURITY, MEDICARE, MEDICAID, OTHER GOVERNMENTAL PROGRAMS, OR CIVIL OR MILITARY SERVICE, the principal authorizes the agent to: (1) execute vouchers in the name of the principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the principal, including allowances and reimbursements for transportation of the individuals described in Section 212(1), and for shipment of their household effects; (2) take possession and order the removal and shipment of property of the principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose; (3) prepare, file, and prosecute a claim of the principal to a benefit or assistance, financial or otherwise, to which the principal claims to be entitled under a statute or governmental regulation; (4) prosecute, defend, submit to arbitration or mediation, settle, and propose or accept a compromise with respect to any benefit or assistance the principal may be entitled to receive under a statute or governmental regulation; and (5) receive the financial proceeds of a claim of the type described in paragraph (3) and conserve, invest, disburse, or use anything so received for a lawful purpose.

WITH RESPECT TO RETIREMENT PLANS, the principal authorizes the agent to: (1) select a payment option under a retirement plan in which the principal participates, including a plan for a self-employed individual; (2) make voluntary contributions to those plans; (3) exercise the investment powers available under a self-directed retirement plan; (4) make a rollover of benefits into another retirement plan; (5) if authorized by the plan, borrow

from, sell assets to, purchase assets from, or request distributions from the plan; and (6) waive the right of the principal to be a beneficiary of a joint or survivor annuity if the principal is a spouse who is not employed.

WITH RESPECT TO TAX MATTERS, the principal authorizes the agent to: (1) prepare, sign, and file federal, state, local, and foreign income, gift, payroll, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under the Internal Revenue Code, 26 U.S.C. Section 2032A [or successor provisions], closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years; (2) pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority; (3) exercise any election available to the principal under federal, state, local, or foreign tax law; and (4) act for the principal in all tax matters for all periods before the Internal Revenue Service, and any other taxing authority.

WITH RESPECT TO GIFTS, the principal authorizes the agent to make gifts of any of the principal's property to individuals or organizations within the limits of the annual exclusion under the Internal Revenue Code, 26 U.S.C. Section 2503(b) [or successor provisions], as the agent determines to be in the principal's best interest based on all relevant factors, including: (1) the value and nature of the principal's property; (2) the principal's foreseeable obligations and need for maintenance; (3) minimization of income, estate, inheritance, generation-skipping transfer or gift taxes; (4) eligibility for public benefits or assistance under a statute or governmental regulation; and (5) the principal's personal history of making or joining in making gifts.

WITH RESPECT TO DELEGATION OF AGENCY AUTHORITY, the principal authorizes the agent to delegate revocably by writing or other record to one or more persons a power granted to the agent by the principal.

If the attorney-in-fact named above is unable or unwilling to serve, I appoint _____ (printed name), of (address) _____, to be my attorney-in-fact for all purposes hereunder.

To induce any third party to rely upon this power of attorney, I agree that any third party receiving a signed copy or facsimile of this power of attorney may rely upon such copy, and that revocation or termination of this power of attorney shall be ineffective as to such third party until actual notice or knowledge of such revocation or termination shall have been received by such third party. I, for myself and for my heirs, executors, legal representatives and assigns, agree to indemnify and hold harmless any such third party from any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this power of attorney. This power of attorney shall not be effective in the event of my future disability or incapacity. This power of attorney may be revoked by me at any time and is automatically revoked upon my death. My attorney-in-fact shall not be compensated for his or her services nor shall my attorney-in-fact be liable to me, my estate, heirs, successors, or assigns for acting or refraining from acting under this document, except for willful misconduct or gross negligence.

Dated: _____

Signature and Declaration of Principal

I, _____ (printed name), the principal, sign my name to this power of attorney this _____ day of _____ and, being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my power of attorney and that I sign it willingly,

or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the power of attorney and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.

Signature of Principal

Witness Attestation

I, _____ (printed name), the first witness, and I, _____ (printed name), the second witness, sign my name to the foregoing power of attorney being first duly sworn and do declare to the undersigned authority that the principal signs and executes this instrument as his/her power of attorney and that he/she signs it willingly, or willingly directs another to sign for him/her, and that I, in the presence and hearing of the principal, sign this power of attorney as witness to the principal's signing and that to the best of my knowledge the principal is eighteen years of age or older, of sound mind and under no constraint or undue influence.

Signature of First Witness

Signature of Second Witness

Notary Acknowledgment

State of _____ County of _____ Subscribed,
sworn to and acknowledged before me by _____, the Principal, and
subscribed and sworn to before me by _____, and
_____, the witnesses, this _____ day of _____.

Notary Signature

Notary Public,

In and for the County of _____ State of _____

My commission expires: _____ Seal

Acknowledgment and Acceptance of Appointment as Attorney-in-Fact

I, _____, (printed name) have read the attached power of attorney and am the person identified as the attorney-in-fact for the principal. I hereby acknowledge that I accept my appointment as attorney-in-fact and that when I act as agent I shall exercise the powers for the benefit of the principal; I shall keep the assets of the principal separate from my assets; I shall exercise reasonable caution and prudence; and I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

Signature of Attorney-in-Fact

Date

Acknowledgment and Acceptance of Appointment as Successor Attorney-in-Fact

I, _____, (printed name) have read the attached power of attorney and am the person identified as the successor attorney-in-fact for the principal. I hereby acknowledge that I accept my appointment as successor attorney-in-fact and that, in the absence of a specific provision to the

contrary in the power of attorney, when I act as agent I shall exercise the powers for the benefit of the principal; I shall keep the assets of the principal separate from my assets; I shall exercise reasonable caution and prudence; and I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

Signature of Successor Attorney-in-Fact

Date