

Prepared By:

Beryl J. Brunkan

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GENERAL DURABLE POWER OF ATTORNEY
FOR BERYL JAMES BRUNKAN

NOTICE TO PERSON EXECUTING THIS DOCUMENT:

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS.

1. THIS DOCUMENT MAY PROVIDE THE PERSON YOU DESIGNATE AS YOUR ATTORNEY-IN-FACT (AGENT) WITH BROAD POWERS TO MANAGE YOUR FINANCIAL AFFAIRS, INCLUDING THE AUTHORITY TO MANAGE, DISPOSE OF, SELL, CONVEY AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY, TO USE YOUR PROPERTY AS SECURITY IF YOUR AGENT BORROWS MONEY ON YOUR BEHALF, AND TO TAKE ACTIONS TO CARRY OUT YOUR ESTATE PLAN.

2. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOU.

3. THESE POWERS WILL EXIST FOR AN INDEFINITE PERIOD OF TIME UNLESS YOU LIMIT THEIR DURATION IN THIS DOCUMENT. THESE POWERS WILL CONTINUE TO EXIST NOTWITHSTANDING YOUR SUBSEQUENT INCAPACITY.

4. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME.

5. YOUR AGENT HAS NO DUTY TO ACT UNLESS YOU AND YOUR AGENT AGREE OTHERWISE IN WRITING.

THIS POWER OF ATTORNEY SHALL BECOME EFFECTIVE ONLY ON INCAPACITY OF PRINCIPAL

This durable power of attorney shall become effective only on the incapacity of the undersigned principal. The principal grants the following persons the power to determine conclusively that the principal has become incapacitated and therefore that this power of attorney has become effective:

- a) The principal's treating physician
- b) DEVON MARIE BRUNKAN
- c) BRUCE JAMES BRUNKAN
- d) WAYNE BRUNKAN

This springing durable power of attorney shall become effective when any two of the persons designated above execute written declarations under penalty of perjury that the principal does not have sufficient understanding or ability to make or communicate decisions about the principal's personal care needs and/or health decisions.

This agent shall promptly attach such two declarations to this instrument. Any person may act in reliance on this instrument with two such declarations attached without liability to the principal or to any other person regardless of whether the principal is later determined to have become incapacitated.

No licensed physician designated above who executes a medical opinion of the principal's incapacity shall be subject to liability because of such execution. The principal hereby waives any privilege that may apply to release of information included in such medical opinion.

This power of attorney and advanced health directive shall continue after the principal's incapacity in accordance with its terms.

THE APPOINTMENT:

I, BERYL JAMES BRUNKAN, (the principle), who currently reside at 3041 Josibpet Lane; Memphis, Tennessee, hereby appoint DEVON MARIE BRUNKAN, (the agent), who currently resides at 2134 East Donner Drive, Tempe, Arizona 85282, as my true and lawful attorney-in-fact (agent) for the principal. If for any reason the original agent under this durable power of attorney is unwilling or unable to continue to serve, then I appoint BRUCE BRUNKAN, whose current address is 227 Giddings Court, San Jose, California, who shall instead serve as successor agent. If for any reason this successor agent under this durable power of attorney is unable or unwilling to continue to serve then I appoint WAYNE BRUNKAN, whose current address is 1962 Hillcrest Lane, Ventura, California, who shall serve as successor agent. In such case, one of the following documents shall be attached to this durable power of attorney: a resignation or declination to serve signed by the original agent; a written and signed opinion (or declaration under penalty of perjury) from a licensed physician that the original agent is physically or mentally incapable of serving; a certified court order as to the incapacity of inability of the original agent to server' or a certified death certificate of the original agent. Third parties who deal with the successor agent shall be entitled to rely on the original power of attorney instrument, or a photocopy thereof, with any such document attached.

The principal revokes all prior durable or general powers of attorney that the principal may have executed (except any Power of Attorney for Health Care) and the principal retains the right to revoke or amend this instrument and to substitute other persons in the agent's place. Amendments to this instrument shall be made in writing by the principal personally (not by the agent), attached to the original if the original is recorded.

POWERS OR ATTORNEY:

The agent is authorized to take the following actions for the principal, and in the principal's name, place, and stead:

1. To manage, control, lease, sublease, and otherwise act concerning the principal's interest in the real property more fully described in Exhibit A attached to this instrument; to collect and receive rents or income there from; pay taxes, charges, and assessments on the same; repair, maintain, protect, preserve, alter, and improve the same, commit the principal's resources and contract on the principal's behalf regarding the same; and do all things necessary or expedient to be done in the agent's judgment in connection with the property.

2. To grant, sell transfer, mortgage, deed in trust, convey, pledge, and otherwise encumber and deal in the real property described in this instrument and to execute such instruments as the agent considers proper, specifically including but not limited to the power to:

a) Represent the principal in negotiations for the sale of the real property described in this instrument, including but not limited to entering into listing agreements with brokers or other agents regarding such sale.

b) Execute, acknowledge, and deliver contracts of sale, escrow instructions, deeds, covenants, agreements, assignments of agreements, and all other documents needed with respect to the sale of the real property described in this instrument.

3. To purchase real property on the principal's behalf, to mortgage, pledge, or otherwise encumber such newly acquired property; to commit the resources of the principal with respect to purchase of such property; to do all acts and execute all documents necessary for the purchase of such property; and to otherwise generally deal in all respects and have all powers described in this power of attorney with respect to such property.

4. To deposit in and draw on any checking, savings, agency, or other accounts that the principal may have in any banks or financial institutions, and any accounts with securities brokers or other commercial institutions, and to establish and terminate all such accounts.

5. To have access to all safe deposit boxes in the principal's name or to which the principal is an authorized signatory; to contract with financial institutions for the maintenance and continuation of safe deposit boxes in the principal's name; to add to and remove the contents of all such safe deposit boxes; and to terminate contracts for all such safe deposit boxes.

6. To use any credit cards in the principal's name, to make purchases, and to sign charge slips on behalf of the principal as may be required to use such credit cards; and to close the principal's charge accounts and terminate the principal's credit cards when the agent considers such acts to be in the principal's best interest.

7. To invest and reinvest the principal's funds in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts, investment companies, and mutual funds; and mortgage participations.

8. To manage and control all partnership interests owned by principal and to make all decisions the principal could make as a general partner, limited partner, or both; and to execute all documents required of the principal as such partnership, all to the extent that the agent's designation for such purposes is allowed by law and is not in contravention of any partnership or other agreement.

9. To demand, sue for, and collect all sums of money, debts, accounts, legacies, bequests, interest, dividends, annuities, and demands that are now, or may later become, due or payable to the principal, including any benefits payable by any governmental body or agency (such as Supplemental Social Security (SSI), Medi-Cal, Medicare, and Social Security Disability Insurance (SSDI); for purposes of receiving Social Security benefits, the agent is hereby appointed as the principal's Representative Payee), and to take all lawful means to recover such assets, and to compromise claims for such assets and grant discharges for such assets in the principal's name.

10. To prosecute or defend actions, claims, or proceedings for the protection of the principal's property, including the power to renew, extend, compromise, arbitrate, adjust, and settle or release (with or without consideration), any claim, debt, or obligation held by or asserted against the principal or the principal's property or which affects such property; to foreclose, extend the time of payment for, assign, partially release, or discharge mortgages, deeds of trust, security interests, and other liens; and with respect to deeds of trust, to execute subordinations, acreage or lot releases, and requests for partial or full reconveyance.

11. To borrow such sums as the agent determines to be necessary for the proper management of the principal's property, including but not limited to tax and estate planning matters; and to mortgage, convey by deed of trust, grant security interest in, or otherwise encumber, and real or personal property now or hereafter owned by the principal whether acquired by the principal or the agent.

12. To apply for and make any elections required for payment of governmental benefits to which the principal may be entitled, to take possession of all such benefits, and to distribute such benefits to or for the principal's benefit.

13. To establish one or more Individual Retirement Accounts (IRAs) employee benefits plans (including a plan for a self-employed individual) on the principal's behalf, to contribute to any IRA or plan held in the principal's name, to roll over or direct transfers of plan benefits into other retirement plans or IRA accounts at the same company or at another company, to manage the accounts, to withdraw from any account without limitation, to select or change payment options and to apply for and make any elections under any IRA or employee benefit plan in which the principal is a participant, including elections required for payment of any and all types of employee benefits to which the principal may be entitled, to take possession of all such benefits, and to distribute such benefits to or for the principal's benefit. The agent shall not have the power to designate and change beneficiaries. If an account or plan is rolled over or transferred to a new company, the principal requests that the new company also honor this power.

14. To prepare and file all income and other federal and state tax returns that the principal is required to file; to sign the principal's name on the tax returns, including but not limited to Forms IRS 1040, TENNESSEE Department of Revenue Individual Income Tax Return; to hire preparers and advisers and pay for their services; and to do whatever is necessary to protect the principal's assets from assessments from income taxes and other taxes. The agent is specifically authorized to receive confidential information; to receive checks in payment of any refund of taxes, penalties, or interest; to execute waivers (including offers of waivers) of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of claims for credit or refund; to execute consents extending the statutory period for assessment or collection of taxes; to execute closing agreements under Internal Revenue Code section 7121 or any successor statute; and to delegate authority or substitute another representative concerning all the above matters.

15. To make gifts on the principal's behalf to a class composed of the principal's children, any of their issue, or both to the full extent of the federal annual gift tax exclusion under Internal Revenue code section 2503(b) or any successor statute and, for such purposes, to remove the principal's assets from any grantor revocable trust of which the principal is a grantor.

16. To transfer assets to and remove assets from any and all revocable living trusts of which the principal is or becomes a settlor.

17. To make direct payments to the provider for tuition and medical care for persons in the class composed of the principal's issue under Internal Revenue Code section 2503(e) or any successor statute that excludes such payments from gift tax liability.

18. To execute and deliver disclaimers under Internal Revenue Code section 2518 and California Probate Code sections 260 through 295 or any successor statute.

19. To execute documents of transfer or conveyance or marital property agreements that convert the character of property in which the principal has an interest from joint tenancy to community property with the principal's spouse (if the principal is married at such time) for the purpose of obtaining a step-up in basis on the entire value of such property under Internal Revenue Code section 1014, as amended from time to time, if the agent deems such transaction to be in the principal's best interests of the beneficiaries of the principal's estate.

20. To employ discharge any accountants, attorneys, investment counsel, real estate brokers, property managers, bookkeepers, consultants, custodians, auditors, appraisers, or any other professional that the agent deems reasonable necessary for the proper management and protection of the principal's affairs, for the maintenance of proper accounts and records, and for advice in carrying out the agent's duties and responsibilities under this instrument. Without limiting the foregoing, the agent is authorized to employ investment managers, investment agents, or other investment specialists, as the agent deems necessary or desirable. Specifically, the agent is authorized to appoint an investment manager to manage all or any part of the principal's assets and to delegate to such manager investment discretion that is not inconsistent with the agent's duties under this instrument or applicable law. Such appointment may include the power to acquire and dispose of assets without first obtaining the agent's consent. The agent may pay reasonable compensation to any such professionals hired by the agent from the principal's assets, and compensation paid to such professionals may be taken into consideration in determining the reasonableness of any compensation taken or requested by the agent. The foregoing provisions are not intended to relieve the agent of the duty to exercise reasonable care and prudence in selecting, employing, and supervising any such professionals.

21 To seek appropriate court orders mandating acts that the agent deems appropriate if a third party refuses to comply with actions taken by the agent that are authorized by this instrument or enjoining acts by third parties that the agent has not authorized. In addition, the agent may sue a third party who fails to comply with actions the principal has authorized the agent to take and my demand damages, including punitive damages, on the principal's behalf for such noncompliance.

22. To be entitled to fair and reasonable compensation for services rendered as agent under this instrument. In determining what constitutes "fair and reasonable" compensation, the following factors may be considered: (1) the time spent by the agent in administering the principal's affairs, (2) the principal's net worth, (3) the nature of the assets subject to the agent's control, and (4) the fees charged by professional fiduciaries acting in the same or similar capacities under similar circumstances. In addition to compensation for services, the agent shall be entitled to reimbursement for all out-of-pocket expenses incurred in administering the principal's affairs, including, without limitation, reasonable travel expenses, including land and air transportation, lodging, and meals.

23. To do, execute, and perform any other act, deed, matter, or thing, that in the opinion of the agent ought to be done, executed, or performed in conjunction with this power of attorney, of every kind and nature, as fully and effectively as the principal could do if personally present. The enumeration of specific items, acts, rights, or powers in this instrument does not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers granted to the agent except where powers and expressly restricted.

24. Regardless of any other possible language to the contrary in this document, the agent is specifically NOT granted the following powers:

(a) To use the principal's assets for the agent's own legal obligations, including but not limited to support of the agent's dependents;

(b) To exercise any trustee powers under an irrevocable trust of which the agent is a settlor and the principal is a trustee; or

(c) To exercise incidents of ownership over any life insurance policies that the principal owns on the agent's life.

25. The agent's signature under the authority granted in this power of attorney may be accepted by any third party or organization with the same force and effect as if the principal were personally present and acting on the principal's behalf. No person or organization that relies on the agent's authority shall incur any liability to the principal, the principal's estate, heirs, successors, or assigns, because of reliance on this instrument. The principal's estate, heirs, successors, and assigns shall be bound by the agent's acts under this power of attorney.

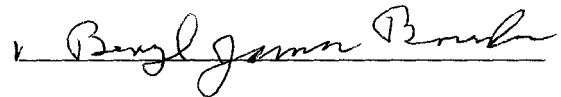
26. No successor agent shall be liable for any act, omission, or default of a prior agent. Unless requested in writing within 60 days after appointment by the principal or an adult beneficiary of the principal, no successor agent shall have any duty to investigate or review any action of a prior agent. The successor agent may accept the accounting records of the prior agent showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the principal's assets.

27. Any third party from whom the agent under this power of attorney may request information, records, or other documents regarding the principal's personal affairs may release and deliver all such information, records, or documents to the agent without liability to the principal, the principal's estate, heirs, successors, or assigns for release or delivery of such information, records, or other documents to the agent. The principal hereby waives any privilege that may apply to release of such information, records, or other documents, but only to the extent necessary to authorize such release.

28. No person who relies on any representation the agent may make regarding (a) the fact that the powers of the agent are then in effect, (b) the scope of the agent's authority under this instrument, (c) the principal's competency at the time this instrument is executed, (d) the fact that this instrument has not been amended, terminated, or revoked, or (e) the fact that the agent continues to serve as the principal's agent, shall incur any liability to the principal, the principal's estate, or the principal's heirs, successors, or assigns for permitting the agent to exercise any power granted in this instrument, nor shall any person who deals with the agent be responsible to determine or ensure the proper application of funds or property.

29. Only one original of this instrument has been executed. The agent is authorized to make photocopies of this instrument and any attached documents (such as certificates of incapacity) as frequently and in such quantities as the agent deems appropriate. Each photocopy shall have the same force and effect as the original and all parties dealing with the agent are authorized to rely fully on any such photocopy showing the principal's signature thereon.

IN WITNESS WHEREOF, the principal has signed this durable power of attorney on the
28th day of July, 2008 at Memphis, Tennessee


BERYL JAMES BRUNKAN

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

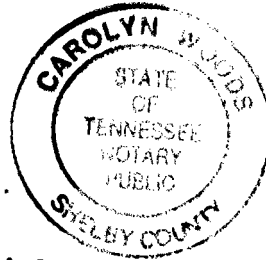
STATE OF TENNESSEE)

COUNTY OF SHELBY)

On the date written above, before me, Carolyn J. Woods, personally appeared BERYL JAMES BRUNKAN, proven to me on the basis of satisfactory evidence to be the person whose name subscribed to the within instrument and acknowledged to me that he executed the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Carolyn J. Woods



My Comm. Exp. 2-15-2012

ADDENDUM TO THE GENERAL DURABLE POWER OF ATTORNEY
FOR BERYL JAMES BRUNKAN

This addendum is written to correct the following items

As it appears in the original document:

18. To execute and deliver disclaimers under Internal Revenue Code section 2518 and California Probate Code sections 260 through 295 or any successor statute.

As intended:

18. To execute and deliver disclaimers under Internal Revenue Code section 2518 and Tennessee Probate Code or any successor statute.