

270
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309 3rd Ave SE
Cedar Rapids IA 54901



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Linn County Iowa
JOAN MCCALMANT RECORDER

BK 8443 PG 236-240



Book 2012 Page 4521

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

PREPARED BY: Michael O. McDermott, Shuttleworth & Ingersoll, P.L.C., P.O. Box 2107,
Return to Cedar Rapids, IA 52406-2107, (319) 365-9461

GENERAL POWER OF ATTORNEY
FOR
DARLENE ANN HESS

I, **Darlene Ann Hess**, a resident of the State of Iowa hereby appoint my Spouse, **John F. Hess**, a resident of the State of Iowa to serve as my attorney-in-fact ("Agent") and to exercise the powers and authorizations described below. If my Spouse is unable, unwilling or unavailable to serve or to continue to serve, or if we become legally separated or divorced, then I appoint alternates, my daughters, **Kimberly Sue Witte**, **Tamela Jo Happel**, **Lisa Lu Leidigh** and **Gina Jon Gary**, residents of the State of Iowa, or any of my said daughters acting independently, as my substitute or successor Agent to serve with the same powers and authorizations.

Any person to whom this Power of Attorney is presented may rely upon a certificate by my substitute or successor Agent that the initial Agent is unable or unwilling to serve as my Agent.

I revoke any and all powers of attorney that may have been previously executed by me, but specifically excepting any powers of attorney for health care decisions which I may have previously executed.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to:

1. Open, maintain or close bank accounts (including, but not limited to checking accounts, savings accounts, and certificates of deposit), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions. Further, my Agent shall have the power to (i) conduct any business with any banking or financial institution with respect to any of my accounts, including but not limited to, making deposits and withdrawals, negotiating or endorsing any checks or other instruments with respect to any such accounts, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity, (ii) perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities, (iii) access any safe deposit box that I might own, including its contents, and (iv) execute any form, including a power of attorney, required by any bank or other financial institution in order to enable my Agent to execute the powers granted under this instrument.

2. With respect to my brokerage accounts, to effect purchases and sales (including short sales), to subscribe for and to trade in stocks, bonds, options, rights, and warrants or other securities, domestic or foreign, whether dollar or non-dollar denominated, or limited partnership interests or investments and trust units, whether or not in negotiable form, issued or unissued, foreign exchange, commodities, and contracts relating to them (including commodity futures) on margin or otherwise for my account and risk; to deliver to my broker securities for my account and to instruct my broker to deliver securities from my accounts to my Agent or to others, and in such name and form, including his own, as he or she may direct; to instruct my broker to make payment

of moneys from my accounts with my broker, and to receive and direct payment from my accounts payable to him or her or others; to sell, assign, endorse and transfer any stocks, bonds, options, rights and warrants or other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive statements of transactions made for my account(s); to approve and confirm them, to receive any and all notices, calls for margin, or other demands with reference to my accounts(s); and to make any and all agreements with my broker with reference to such accounts for me and in my behalf. These powers shall apply to brokerage accounts with any brokers with whom I may have accounts from time to time. My Agent may vote in person, or by general or limited proxy, with or without power of substitution, with respect to any stock or other securities I may own. I authorize my Agent to execute on my behalf any powers of attorney in whatever form which may be required by any stockbroker with whom I have deposited any securities.

3. Sell, exchange, buy, invest, or reinvest any and every kind of property that I may own now or in the future, real, personal, intangible and/or mixed, on such terms and conditions as my Agent deems appropriate. My Agent is authorized to borrow money for these purposes and to secure such borrowing in such manner as my Agent deems appropriate.

4. Purchase, maintain, surrender, collect, deal with or cancel (a) life insurance, annuities of any kind on my life or on the life of anyone in whom I have an insurable interest, and other products issued by life insurance companies, (b) liability insurance protecting me and my estate against third party claims, (c) hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or any of my dependents, and (d) casualty insurance insuring assets of mine against loss or damage due to fire, theft, or other commonly insured risk; to pay all insurance premiums, to select any options under such policies, to increase coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses, and the foregoing powers shall apply to private and public plans, including but not limited to Medicare, Medicaid, SSI and Worker's Compensation; to designate and change beneficiaries of insurance policies insuring my life and beneficiaries under any annuity contract in which I have an interest; to decrease coverage under or cancel any of the policies described above; to receive and make such disposition of the cash value on termination of any such policy as my Agent deems appropriate. However, my Agent shall have no power or authority whatsoever with respect to any interest in or incidents of ownership in any policy of insurance I may own on the life of my Agent.

5. Institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way.

6. Enter into binding contracts on my behalf.

7. Exercise all stock rights on my behalf as my proxy, including all rights with respect to stocks, bonds, debentures, commodities, options or other investments.

8. Maintain and/or operate any business that I may own, including borrowing and pledging business assets, incorporating the business, joining in any plan of reorganization, consolidation or merger, selling, liquidating or closing out such business at such time and on such terms as my Agent deems appropriate, and representing me in establishing the value of any business under "buy-sell" agreements.

9. Employ professional and business advisors as may be appropriate, including attorneys, accountants, and real estate agents.

10. Sell, convey, lease, mortgage, manage, insure, improve, repair, subdivide, develop, dedicate to public use, build upon, demolish, alter or perform any other act with respect to

any of my property (now owned or later acquired), including but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession). This includes the right to sell or encumber my homestead that I own now or may own in the future. If my Spouse is an Agent, then I hereby appoint any of my above substitute Agents as my Agent for the purpose of releasing any dower, homestead, or other inchoate interest or other property rights (of whatever nature) which under local law may not be released by my Spouse. I presently maintain two residences in the State of Iowa, which are the properties described as follows:

- (a) The following described real estate situated in Delaware County, Iowa to wit:

Lot One (1) of AJ Schmidt First Subdivision, Delaware County, Iowa, according to Plat recorded in Book 2 Plats, Page 110; same being part of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section thirty (30), Township eighty-eight (88) North, Range four (4), West of the 5th Principal Meridian.

The North Seventy-Five (75) feet of Lot Sixteen (16), of the recorded Plat of Connolly's Riverview Addition, same being a part of Section Thirty (30), Twp. 88 North, Range 4 West, Delaware County, Iowa, and the perpetual use to the waters edge as described in that portion of North Seventy-Five (75) feet of Lot Sixteen (16) of the recorded Plat of Connolly's Riverview Addition.

- (b) The following described real estate situation in Linn County, Iowa to wit:

Unit 3269, Building C, Broadstone at Hunter's Ridge, A Condominium, Linn County, Iowa, together with an undivided percentage interest in and to the common areas and facilities of pertinent thereto, all as appears of records on land described in the Declaration recorded in the Office of the County Recorder, Linn County, Iowa on October 20, 1999 in Vol. 3992, beginning at Page 520, as may be amended.

11. Prepare, sign, and file documents with any governmental body or agency, including but not limited to, authorization to (i) to prepare, sign and file income, gift and other tax returns of all kinds with federal, state, local and other governmental bodies, and any power of attorney form appointing an agent required by the Internal Revenue Service and/or any state or local taxing authority, (ii) obtain information or documents from any government or its agencies, (iii) represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency, and (iv) prepare applications, provide information, and perform any other act reasonably requested by any government or its agencies in connection with governmental benefits (including medical, military and social security benefits), and to appoint anyone, including my Agent, to act as my "Representative Payee" for the purpose of receiving Social Security benefits.

12. Make gifts from my assets to members of my family and to such other persons or charitable organizations with whom I have an established pattern of giving (or if it is appropriate to make such gifts for estate planning and/or tax purposes), to file state and federal gift tax returns, and to file a tax election to split gifts with my spouse. No Agent acting under this instrument, except as specifically authorized in this instrument, shall have the power or authority to (a) gift, appoint, assign or designate any of my assets, interests or rights, directly or indirectly, to such Agent, such Agent's estate, such Agent's creditors, or the creditors of such Agent's estate, (b) exercise any powers of appointment I may hold in favor of such Agent, such Agent's estate, such Agent's creditors, or the creditors of such Agent's estate, or (c) use any of my assets to discharge any of such Agent's legal obligations, including any obligations of support which such Agent may owe to

others, *excluding* those whom I am legally obligated to support. For the purposes of making gifts to individuals under this provision, my primary Agent is authorized to make gifts, as appropriate, to my substitute Agent, and my substitute Agent is authorized to make gifts, as appropriate, to my primary Agent. Any gifts made to or for the benefit of my primary or substitute Agents shall be limited to gifts that qualify for the federal gift tax annual exclusion, shall not exceed in value the federal gift tax annual exclusion amount in any one calendar year, and this annual right shall be non-cumulative and shall lapse at the end of each calendar year. If my Agent makes gifts to minors, such gifts may be made directly to the minor, to a parent, guardian or next friend of the minor, or under the Uniform Gifts to Minors Act or the Uniform Transfers To Minors Act. Notwithstanding any limitations on gifts to my Agents, as long as my Spouse shall serve as my Agent, such limitations shall be inapplicable, provided that all such gifts to my Spouse shall qualify for the federal gift tax marital deduction.

13. Transfer any of my assets to the trustee of any revocable trust created by me, if such trust is in existence at the time of such transfer.

14. Disclaim any interest which might otherwise be transferred or distributed to me from any other person, estate, trust, or other entity, as may be appropriate. However, my Agent may not disclaim assets to which I would be entitled, if the result is that the disclaimed assets pass directly or indirectly to my Agent or my Agent's estate. For the purposes of disclaiming interests under this provision, my primary Agent is authorized to disclaim, as appropriate, which has the effect of benefiting my substitute Agent, and my substitute Agent is authorized to disclaim, as appropriate, which has the effect of benefiting my primary Agent.

15. Create and contribute to an employee benefit plan, including a plan for a self-employed individual, for my benefit; to elect retirement on my behalf; to select any payment option under any IRA or employee benefit plan in which I am a participant, including plans for self-employed individuals, or to change options I have selected; to make voluntary contributions to such plans; to make "roll-overs" of plan benefits into other retirement plans; to apply for and receive payments and benefits; to waive rights given to nonemployee spouses under state or federal law; to borrow money or purchase assets from such plans, if authorized by such plans; to make revocable and irrevocable beneficiary designations and to change revocable beneficiary designations; to consent and/or waive consent in connection with the designation of beneficiaries and the selection of joint and survivor annuities under any employee benefit plan.

16. Pay, or cause to be paid, all bills incurred and presented by any agent representing me under a health care power of attorney.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, or (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A successor Agent shall not be liable for acts of a prior Agent. No person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my personal representative. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document. I authorize my Agent to bring suit against any person, firm, or corporation which refuses to accept this Power of Attorney.

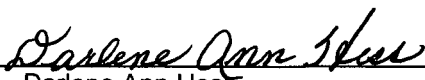
My Agent shall not be entitled to any compensation, during my lifetime or upon my death, for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney. My Agent shall provide an accounting for all funds handled and all acts performed as my Agent, but only if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf.

If it becomes necessary to appoint a conservator of my property, I nominate my Agent (or his/her successor then acting under this instrument) as my conservator.

If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

This instrument shall be governed by Iowa law. This Power of Attorney shall become effective upon written certification by my physician that I am incapacitated or mentally incapable of managing my financial affairs, and shall continue effective until my death; provided, however, that this Power of Attorney may be revoked by me at any time by providing written notice to my Agent. This Power of Attorney shall not expire or become stale upon the passage of time but is intended to continue in force until revoked by me. If a conservator is appointed with authority to deal with my property, the power granted to my Agent under this instrument shall terminate. If, without actual knowledge of my death or any other circumstance which would revoke this power of attorney my Agent enters into a transaction on my behalf which would have been binding upon me except for my death or other circumstance but before my Agent has actual notice of such death or any other circumstance, then I or my estate will carry out the terms of the transaction in the same manner as if this Power of Attorney had not been terminated. In the event of my incapacity, I waive any attorney-client privilege as to my Agent and authorize my attorney to communicate with my Agent so as to provide such Agent with all information concerning my affairs so that my Agent can properly manage my affairs.

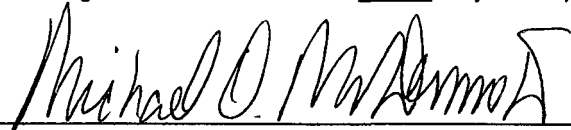
Dated this 28 day of September, 2007, at Cedar Rapids, Iowa.



Darlene Ann Hess
3269 Stone Court
Marion, Iowa 52302

STATE OF IOWA, COUNTY OF LINN, ss:

This Power of Attorney was acknowledged before me on the 28th day of September, 2007, by Darlene Ann Hess.



NOTARY PUBLIC - STATE OF IOWA

