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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

POWER OF ATTORNEY - GENERAL

Recorder's Cover Sheet

Return Document To: (name and complete address)

② Thomas E. Shie, Attorney
601 Brady Street, Suite 220
Davenport, IA 52803

Grantors:

MARY L. KELLUMS

Grantees:

PAMELA KELLUMS

Document or instrument number of previously recorded documents: N/A

DURABLE GENERAL POWER OF ATTORNEY FOR FINANCIAL MATTERS

1. Designation of my Agent as my Attorney-in-Fact

I, **Mary L. Kellums**, on this 16th day of November, 2017, now residing at 1744 W. Garfield St., Davenport, Iowa, appoint my daughter, **Pamela Kellums**, now residing in Bettendorf, Iowa, as my primary **Agent** for all matters referred to herein concerning my financial affairs and property management.

Effective Date: This authorization to make decisions and to act for me becomes effective immediately upon signing hereof.

This Power of Attorney is a durable power of attorney and shall continue during such time of when I am disabled or incapacitated.

My primary Agent, acting alone has full power and authority to make each/all decisions and take action for me without approval by me. If there are two or more persons acting as Co-Agents, decisions and actions of said Co-Agents and the power, authority, decisions and actions by my Co-Agents will be made by majority vote.

I reserve the right to amend, revoke this document and to add additional persons as Agents and to remove and replace a person as an Agent.

Contingent Successor Agents. In the event that my primary Agent dies, is legally incompetent or declines to act as my Agent or fails, refuses, is unwilling or unable to act as my Agent or is disabled or otherwise cannot serve for any reason as my Agent, or becomes incapacitated (as defined by Iowa Code §633B), then I name and appoint my son, **Dirk Kellums**, now residing in Bettendorf, Iowa as my contingent or successor Agent.

I hereby revoke any and all general powers of attorney related to financial matters and property management, that I previously executed. However my powers of attorney for health care and my Living Will, which includes a limited power of attorney for health care which were previously executed, or are executed simultaneously herewith, shall remain in effect until separately revoked by me.

2. General Authority and Financial Powers of my Agent:

I grant to my Agent this general power and authority to act for me on all of the matters referred to below and as defined in the Iowa Uniform Power of Attorney Act, Iowa Code §633B.204-633B.216, as amended, to wit: real estate, tangible personal property, stocks and bonds, commodities and options, banks and financial institutions, operate businesses, insurance and annuity(s), estates and trusts, claims and litigation, governmental programs, benefits and civil or military service, personal and family retirement plans and taxes.

In addition, my Agent is given full power and authority to manage and conduct my personal property affairs and have the power and authority to perform each act, power, duty,

right or obligation that I now have, and/or that I may hereafter acquire in the future, including the right, power and capacity to perform the following:

A. Property & Finances.

1. To buy, acquire, obtain, take or hold possession of any property or property rights and to retain such property, income producing and non-income producing;
2. To sell, convey, lease, manage, care for, preserve, protect, insure, improve, control, store, transport, maintain, repair, remodel, rebuild and deal with my property or property rights, now or hereafter owned by me, and to establish and maintain reserves for improvements, upkeep and obsolescence; to eject or remove tenants or other persons and to recover possession of such property. This includes the right to convey or encumber my homestead. This power includes authority to deal with buy, sell, transfer of mortgage and all matters concerning the following real estate: 1744 W. Garfield St., Davenport, IA
3. To pay my debts; to borrow money, to mortgage and to grant security interests in my property; to complete, extend, modify or renew any of my obligations, (either secured or unsecured, negotiable or non-negotiable), at a rate of interest and upon terms satisfactory to my Agent; to lend money, either with or without collateral; to extend or secure credit; and to guarantee and insure the performance and payment of obligations of another person or entity;
4. To open, maintain or close financial accounts, brokerage and investment accounts, savings and checking accounts; to purchase, renew or cash certificates of deposit; to conduct any business with any banking, credit union, financial persons, and with lending institution in regard to any of my property, funds, accounts and certificates of deposit; to write checks, make deposits, make withdrawals and obtain bank and other financial statements, passbooks, drafts, money orders, warrants, certificates or vouchers payable to me by any person or entity, including the United States of America, and expressly including the right to sell or cash U.S. Treasury Securities and Series E, EE, H, HH, and I Bonds;
5. To have full access to any safety deposit boxes and their contents;
6. To pay, challenge, contest and resolve all city, county, state or federal taxes (income, gifts, sales/use and real estate tax) and to receive appropriate receipts therefore; to prepare, execute, file and obtain from the government income and other tax returns and other governmental reports, applications, requests and documents; to take any appropriate action to minimize, reduce, contest, challenge or establish non-liability for taxes; to sue or take appropriate action for refunds of same; to appear

for me before the Internal Revenue Service or any other taxing authority in connection with any matter involving federal, state or local taxes in which I may be a party, giving my Agent full power to do everything necessary to be done and to receive refund checks; to execute waivers of the statute of limitations and to execute closing agreements on my behalf;

7. To act as proxy, with full power of substitution, at any corporate meeting and to initiate corporate meetings for my benefit as stockholder, in respect to any stocks, stock rights, shares, bonds, debentures, options or other investments, rights or interests;
8. To invest, re-invest, sell or exchange any stocks, shares, mutual fund and other assets owned by me, and to pay the assessments and charges therefore; to obtain and maintain life insurance upon my life or upon the life of any other person(s); to obtain and maintain any other types of insurance policies; to continue any existing plan of insurance or investment;
9. To defend, initiate, prosecute, settle, mediate, arbitrate, dismiss and/or dispose of any lawsuits (civil, criminal and otherwise), administrative hearings, claims, actions, attachments, injunctions, arrests or other proceedings, or otherwise participate in litigation which might affect me;
10. To carry on my business or businesses; to begin new businesses; to retain, utilize or increase the capital of any business; to incorporate or operate as a general partnership, limited partnership, sole proprietorship, Limited Liability Company or any other legal entities of my businesses;
11. To employ professional and business assistants of all kinds, including, but not limited to, attorneys, accountants, real estate agents, appraisers, salesmen and agents;
12. To apply for benefits and participate in programs offered by any governmental body, administrative agency, person or entity;
13. To transfer, assign, convey, and deliver any real or personal property in which I may have or own an interest to the Trustee of a revocable trust created by me, if such trust is in existence at the time, notwithstanding the fact that my Agent or the spouse of my Agent and/or the respective descendant, heir or assign thereof, may be the (a) Trustee or successor Trustee of any such trust that I make; or (b) is a beneficiary of such trust; or (c) holder of a special or general power of appointment created under such trust. However nothing herein shall be construed to allow my Agent to create, amend, restate, revoke said Trust or any provision

thereof or change the beneficiary(s) thereof or to make, change, remove or replace any trustee(s) thereof, or alter the terms and conditions of any such revocable trust created by me.

14. To disclaim any interest in property passing to me from person or entity;
15. Gifts. My primary Agent only is given authority to make gifts of any of my property or assets to the church, school and other charities (501c3 qualified) that I have regularly made donations or have a pattern of giving and make gifts to my children, grandchildren and great grandchildren, and to my primary Agent. However my contingent agent and other successor agents, other than my spouse, may make gifts to charity(s), school(s), church(es) that I have regularly made donations or have a pattern of giving, but not to other persons unless same is also approved by an independent "gifting agent". My Agent may, if approved by my gifting agent, also make gift(s) to my children and to the living issue thereof and to other persons subject to obtaining written approval by the below designated "gift Agent". I appoint _____ of _____, as my "gifting Agent" solely for the purpose of determining if a gift of my property is to be made by or to my Agent (and/or to his/her respective family, the children or grandchildren). The gifting Agent so appointed will act, approve or not approve the amount, date and value of the gift by or to a successor agent and agent other than my primary agent.
16. Retirement Property. My Agent may exercise all rights that I may have in, and to collect all qualified retirement benefits to which I am entitled now or in the future and make decisions related thereto. Specifically, my Agent may:
 - i. Establish, using any of my assets, one or more qualified retirement plans in my name;
 - ii. Make contributions, including "rollover" contributions, or cause contributions to be made, to any qualified retirement plan my Agent considers appropriate using my assets;
 - iii. Receive and endorse checks and other distributions to me from any qualified retirement plans, or arrange for the direct deposit of those checks or distributions in any of my accounts;
 - iv. Elect any form of payment from my qualified retirement plans and to withdraw benefits on my behalf from the IRAs and retirement plans;
 - v. Make, exercise, waive or consent to any and all elections and options that I may have regarding contributions to qualified retirement plans,

investments and administration of the retirement plans, and distribution or other forms of qualified retirement benefits available to me;

- vi. Convert all or a portion of a qualified retirement plan to a Roth IRA under Section 408A of the Internal Revenue Code (or other similar qualified retirement plan); and
- vii. Borrow money, purchase assets from any of my qualified retirement plans and sell assets to any of my qualified retirement plans if the plan authorizes these actions.

My Agent may make primary and contingent beneficiary designations, whether revocable and irrevocable, change primary and contingent revocable beneficiary designations, and consent or waive consent in connection with the designation of primary and contingent beneficiaries and the selection of joint and survivor annuities under any employee benefit plan. However, notwithstanding the foregoing my Agent may not directly or indirectly designate a greater share or portion of any benefit to my Agent would have otherwise received, unless all other beneficiaries under the IRA or plan consent to the change in beneficiary designation.

For all purposes of this Power of Attorney document, a “qualified retirement plan” means a plan qualified under Section 401 of the Internal Revenue Code, and/or an individual retirement arrangement under Section 408 or Section 408A, or a tax-sheltered annuity under Section 408. The term “qualified retirement benefits” means the amounts held in or distributed pursuant to a plan qualified under Section 401, and/or an individual retirement arrangement under Section 408 or Section 408A, and/or a tax-sheltered annuity under Section 408, and/or any other benefit subject to the distribution rules of Section 401(a)(9).

- 17. Trust Property. To add property to and remove property from any/all Trusts that I have made.
- 18. Personal and Family. To perform the acts necessary to maintain my customary standard of living; to provide living quarters for me by purchase, lease or contract; to pay operating costs, interest, amortization payments, repairs, improvements, taxes, insurance of the premises; to provide funds for shelter, food, clothing, education, health care and custodial care cost, transportation and motor vehicle costs, repairs and maintenance, purchase and lease and insurance; to pay credit and debt card account; to open and close said accounts; to continue payments to memberships, affiliation, church and charity, school, club, society or other organization.

3. HIPAA and Protected Health Information.

If any person's authority under the instrument is dependent upon any determination that I am disabled or incapacitated or unable properly to manage my affairs, then any physician providing care, treatment (past, present and future care) and/or attending to me and all other of my treating, evaluating, health care providers are requested to provide all information and records (past, present and future records) to my Agent that my Agent so requested to determine my incapacity, and by any other person or by an entity in possession of any of my "protected health information," as contemplated by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), are/is hereby authorized and directed to disclose my protected health information to my Agent to the extent necessary for my Agent to determine whether an event of my disability or incapacity has occurred. Any limitation on protected health information to be disclosed hereunder shall have no effect upon any rights to such information any other Agent may have under any Durable Power of Attorney for Health Care or living Will or Declaration regarding life sustaining procedures or other instrument granting access to another persons such information.

4. Construction.

This document is to be construed and interpreted under Iowa law and as a general power of attorney pursuant to Iowa Code §633B which law is included herein. The enumeration of specific items, rights, acts or powers shall not limit or restrict the general and all-inclusive powers that I have granted to my Agent except as limited herein. All references to property or property rights herein shall include all real, personal, tangible, intangible or mixed property. Words and phrases used in this document shall be construed as in the singular or plural number and as masculine, feminine or neuter gender according to the context.

The authority granted to my Agent, however, shall be limited so as to prevent this document from: (a) causing my Agent to be taxed on my income; and (b) causing my estate to be subject to a general power of appointment (as that term is defined by Section 2041 Internal Revenue Code of 1986, as amended) by my Agent; and (c) causing my Agent to have any incidents of ownership (within the meaning of Section 2042 of the Internal Revenue Code of 1986, as amended) with regard to any life insurance policies on my life.

5. Liability of Agent.

My Agent shall not be liable for any loss sustained through an error of judgment made in good faith. My Agent may however be liable for damage or loss caused by the Agent's willful misconduct or breach of good faith in the performance of any of the provisions of this power of attorney, or for violation of the duties imposed by the Iowa Uniform Power of Attorney Act I.C.A. §633B, or acts done that are outside the scope of

this grant of authority. The duties imposed on my Agent in Iowa Code §633B.114 - 633B.117 are included herein.

6. Compensation.

My Agent is not entitled to compensation for time, effort, services, or otherwise, but my Agent is entitled to be reimbursed costs incurred. My Agent will be entitled to reimbursement for all reasonable expenses incurred as a result of carrying out any provisions of this power of attorney. The Agent understands that this power of attorney document is given without any express or implied promise of compensation for any services performed.

7. Accounting by my Agent.

My Agent other than my spouse shall maintain complete and accurate records of all acts performed pursuant to this power of attorney document, including, without limitation, all receipts of property and income obtained, all expenses, payments, disbursements and transfers of my property made by my Agent. Upon my request, or the request of any conservator or guardian appointed on my behalf, and/or the requests of personal representative of my estate (upon my death), upon the request of a Trustee of my Trust, and/or the request of a proper governmental agency, having authority to protect my welfare, my Agent (and each agent) shall allow inspection of these records and shall provide a complete accounting.

8. Court Intervention.

Under Iowa law, any or all of the following individuals may petition a court having jurisdiction to interpret the Power of Attorney or review the conduct of my Agent, to wit: (a) by me or by my Agent or by a successor Agent; (b) by my guardian, conservator, or other fiduciary acting on my behalf or my property; (c) by a person authorized to make healthcare decisions for me; (d) any one or more of my children; (e) by an individual who would qualify as my presumptive heir; (f) by a person named as a beneficiary to receive any property, benefit, or contractual right upon my death, or a beneficiary of my Trust or probate estate; (g) by a governmental agency having regulatory authority to protect my welfare; (h) by my caregiver or another person that demonstrates sufficient interest in my welfare.

9. Special Instructions

- A. Digital and Intangible Property: My Agent shall have the authority and power to access, handle, modify, utilize, distribute and dispose of my Digital Assets. Further my Agent shall have the power to access, create, modify, delete, and control my user names, passwords, and any other electronic credentials related to my Digital Assets or my Digital Devices.

For purposes of this Power of Attorney document, Digital Assets shall include, but not be limited to: files stored on my Digital Devices. "Digital Devices" shall mean any electronic device that can receive, store, process, or send digital information, including, but not limited to: personal computers, tablets, peripherals, storage devices, cellular telephones, and any other similar device that currently exists or may exist in the future as technology develops; in addition to email accounts, digital music files, digital photographs, digital videos, blogs, video blogs, written documents, software licenses, social media accounts, file sharing accounts, financial accounts, bank accounts, domain registrations, web hosting accounts, tax preparation and service accounts, online stores, and affiliate programs, stored on any media in any mode locally or remotely; and any other digital media currently in existence or that may exist in the future as technology develops, regardless of the ownership of the physical device upon which the media is stored.

To the extent permitted by law, the powers granted herein shall be considered or deemed to be my consent for all purposes of the Electronic Communications Privacy Act: Stored Communication Act, 18 U.S.C. §2701 et seq. and the Computer Fraud and Abuse Act 18 U.S.C. §1030 et seq. as amended or substituted from time to time.

- B. Other: If there are two or more persons acting as my Agent appointed by this document, or any amendment hereto, they shall act by majority.

10. Agents Resignation and Termination.

My Agent may resign as an Agent by giving written signed notice to me, and/or to a court appointed fiduciary, conservator and guardian of me or my property. Notice thereof is to be given to my other nominated agents, and contingent successor agents. A successor thereto may then be named by me.

11. Conservator/Guardian.

If it becomes necessary for a court to appoint a conservator of my property or for a guardian of my person, I nominate the following person(s):

First Nominee as Conservator of my property: Pamela Kellums, my daughter
First Nominee as Guardian: Pamela Kellums, my daughter

Second Nominee as Conservator of my property: Dirk Kellums, my son
Second Nominee as Guardian: Dirk Kellums, my son

12. Limitations.

I reserve the right to authorize other persons to sign documents for me and I may

appoint another person to be an Agent and a Co-Agent with power and authority to act for me on a limited specific matter or on general matter, or to replace any existing Agent or Co-Agent.

13. Reliance.

Any person including my Agent or Co-Agent or successor thereto and any bank or other person may rely upon the validity of this Power of Attorney or a copy of it, unless that person has notice or knows that this power of attorney document has been amended, revoked, terminated or is invalid.

14. A copy of this document may be used by my Agent and Co-Agent and relied upon by an Agent and Co-Agent, and by other person(s) just as if it were the original document.

Dated November 16, 2017 at Davenport, Iowa.

X Mary L. Kellums
Mary L. Kellums

STATE OF IOWA, COUNTY OF SCOTT

This record was acknowledged before me on November 16, 2017 by Mary L. Kellums.

Joseph C. Green
Notary Public

