

Recorded: 4/16/2025 at 9:51:08.0 AM
County Recording Fee: \$57.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$60.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2025 PG: 942

POWER OF ATTORNEY

Recorder's Cover Sheet

Filer Information:

Angela McDonough
McDonough Real Estate
202 W. 1st St, Ste 150
Monticello IA 52310
(319)465-4761

Grantor Information:

Dean A. Kramer, 3107 Willow Road, Hopkinton Iowa 52237

Return Document to:

Keri Fitzpatrick, 517 N. Arminda Ave., Monticello Iowa 52310

Maker/Grantor:

Dean A. Kramer

Agents:

Keri A. Fitzpatrick
Brian Kramer

Legal Description:

IOWA GENERAL POWER OF ATTORNEY

DESIGNATION OF AGENT

Agent: KERI A. FITZPATRICK
Address: 517 N. Arminda Ave., Monticello, IA 52310
Phone #: 319-480-6293
Relationship: Daughter

DESIGNATION OF SUCCESSOR AGENTS

If my Agent is unable or unwilling to act for me, I name as my successor Agent:

1st Successor Agent: BRIAN KRAMER
Address: Anamosa, IA
Phone #: 319-480-8652
Relationship: Son

GRANT OF GENERAL AUTHORITY

I grant my Agent(s) and any successor Agent(s) general and plenary authority to act for me with respect to all of the subjects set forth in Iowa Code §633B.204 - §633B.217; including Real Property, Tangible Personal Property, Stock and Bonds, Commodities and Options, Banks and Other Financial Institutions, Operation of Entity or Business, Insurance and Annuities, Estate, Trusts, and Other Beneficial Interests, Claims and Litigation, Personal and Family Maintenance, Benefits from Government Programs or Civil or Military Service, Retirement Plans, Taxes, and Gifts, with said code sections incorporated herein by reference as they now exist, or as said code sections may be amended in the future. Said powers shall include, but shall not be limited to, the powers set forth on the Attached Exhibit "A" which is incorporated herein and made a part hereof.

GRANT OF SPECIFIC AUTHORITY

My Agent shall also have specific authority to do any of the following specific acts for me, unless I have limited such authority below.

Trusts

- Amend, revoke, or terminate a revocable inter vivos trust created by me, but only if such power is also specifically authorized by the trust agreement, and only to the extent authorized by law. However, my Agent shall have no power to increase, either directly or indirectly, the share said Agent is to receive as a beneficiary or contingent beneficiary under the Trust, unless such change is consented to by all other trust beneficiaries who would have received the benefits but for the proposed change. This limitation shall not apply to any designation of my Agent as beneficiary in a fiduciary capacity, with no beneficial interest.
- Agree to the amendment or termination of any irrevocable trust.
- Create, fund, and consent to modification/termination of a Miller Trust created on my behalf.
- Create, fund, and consent to modification/termination of a Special Needs Trust or Supplemental Needs Trust created on my behalf, on behalf of my spouse, or on behalf of my lineal descendants, including the transfer of such interests to an ABLE account established on behalf of the Trust beneficiary.
- Create, fund, and serve as a Participant of ABLE accounts established on behalf of any of my lineal descendants who meet the disability qualifications for establishment of such an account.
- beneficiary.

Gifts in Excess of Annual Exclusion Amount

- Make a gift to or for the benefit of my spouse in amounts that may exceed the per donee annual dollar limits of the gift tax exclusion under IRC §2503(b).
- Make a gift to or for the benefit of my lineal descendants in amounts that may exceed the per donee annual dollar limits of the gift tax exclusion under IRC §2503(b).
- Make a gift to or for the benefit of any other person(s) for whom I have established a prior pattern of gifting, in amounts that may exceed the per donee annual dollar limits of the gift tax exclusion under IRC §2503(b).
- Consent to the splitting of gift(s) made by my spouse (if any) pursuant to IRC §2513 in amounts that may exceed the per donee aggregate annual dollar limits of the federal gift tax exclusion under IRC §2503(b).
- My Agent or Gifting Agent may make a gift or consent to a gift of my property or the splitting of gifts with my spouse, only as the Agent or Gifting Agent determines is consistent with my objectives, and if my objectives are not known, then as my Agent or Gifting Agent determines is consistent with my best interests based on all relevant factors, including, but not limited to, all of the following: (a) the value and nature of my property; (b) my foreseeable obligations and need for maintenance; (c) the minimization of taxes, including but not limited to, income, estate, inheritance, generation-skipping transfer, and gift taxes; (d) eligibility for a benefit, a program, or assistance under a statute, rule or regulation; and (e) my history of making or joining in making gifts.

Delegation

- Authorize another person to exercise the authority granted under this Power of Attorney.
- Exercise fiduciary powers that I have authority to delegate.
- Any delegation by my Agent shall be done by written instrument. Such delegation may be amended or revoked by any Agent (including any Successor Agent) named by me who is acting under this power of attorney at the time of reference.

Access Digital Assets & Devices

- 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 obtain, access, create, modify, delete, and control my usernames, passwords, and any other electronic credentials related to my Digital Assets or my Digital Devices.
- For purposes of this Power of Attorney document, all references to Digital Assets shall include, but not be limited to: information created, generated, sent, communicated, received, or stored by electronic means on my Digital Devices.
- For purposes of this Power of Attorney document, all references herein to 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, vlogs, 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 Communications Act, 18 U.S.C. §2701 et seq. and the Computer Fraud and Abuse Act 18 U.S.C. §1030 et seq., corresponding state laws, and the Iowa Uniform Fiduciary Access to Digital Assets Act, as those statutes may be amended or substituted from time to time.

Access Healthcare Information

- Act as my personal representative pursuant to the federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, including amendments thereto and regulations promulgated thereunder, to obtain access to my health care information and to communicate with my health care providers.

Other

- Transfer any of my assets, including any asset or account which is currently subject to a beneficiary or pay on death designation, to the trustee of a revocable trust created by me at settlor, for the purpose of insuring that all of my assets are owned in trust as of the date of my death.
- Waive my right to be a beneficiary of a joint or survivor annuity, including a survivor benefit under a retirement plan.
- Create or change a beneficiary designation on my behalf, including designating one or more primary beneficiaries and one or more contingent beneficiaries for my assets. However, my Agent shall have no power to designate my Agent either directly or indirectly as a beneficiary or contingent beneficiary to receive a greater share or proportion of any such asset than my Agent would have otherwise received, unless such change is consented to by all other beneficiaries who would have received the benefits but for the proposed change. This limitation shall not apply to any designation of my Agent as beneficiary in a fiduciary capacity, with no beneficial interest.
- Reject, renounce, disclaim, refuse, or release an interest in property on my behalf, including a power of appointment.
- Satisfy any charitable pledges I have made and continue a previous pattern of charitable gifting established by my spouse (if any) and me.
- Claim or relinquish any spousal rights that I may have, including the right to sign a Deed releasing my rights of dower, homestead and distributive share to real estate.

ADMINISTRATIVE PROVISIONS

Right to Reimbursement. Any individual or corporation serving as my Agent hereunder shall be entitled to reimbursement for all reasonable expenses incurred as a result of carrying out any provisions of this Power of Attorney.

Right to Compensation. My Agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

Accounting by Agent. My agent is obligated to keep a record of all receipts, disbursements, and transactions made on my behalf and to provide an accounting upon the request of me, my conservator, another fiduciary acting on my behalf, a governmental agency having authority to protect my welfare, or upon my death, my personal representative or a successor in interest to my estate. No other individuals are entitled to an accounting unless ordered by a court having jurisdiction over this matter.

Judicial Intervention. 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: (a) me or my Agent; (b) my guardian, conservator, or other fiduciary acting on my behalf; (c) a person authorized to make healthcare decisions for me; (d) my spouse; (e) my parent; (f) my lineal descendants; (g) an individual who would qualify as my presumptive heir; (h) a person named as a beneficiary to receive any property, benefit, or contractual right upon my death; (i) a person named as a beneficiary of a trust created by me or for me, if the trust has a financial interest in my estate; (j) a governmental agency having regulatory authority to protect my welfare; (k) my caregiver or another person that demonstrates sufficient interest in my welfare; and (l) a person asked to accept this Power of Attorney.

Nomination of Conservator & Guardian. If it becomes necessary for a court to appoint a conservator of my estate or guardian of my person, I nominate the same individuals designated as my Agent above, in the same order of priority designated above, for appointment as my conservator and guardian. If notwithstanding this nomination,

**EXHIBIT A TO
GENERAL POWER OF ATTORNEY**

The Grant of General Authority set forth in the body of the General Power of Attorney document shall include, but shall not be limited to, the following:

Real Property Transactions

1. Demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property.
2. Sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; be subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property.
3. Pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal.
4. 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.
5. 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 but not limited to by doing all of the following: a. Insuring against liability or casualty or other loss; b. Obtaining or regaining possession of or protecting the interest or right by litigation or otherwise; c. Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; or d. Purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property.
6. 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.
7. Participate in a reorganization with respect to real property or an entity that owns an interest in or a right incident to real property and receive, hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including by doing any of the following: a. By selling or otherwise disposing of the stocks, bonds, or other property; b. By exercising or selling an option, right of conversion, or similar right; or c. By exercising any voting rights in person or by proxy.
8. Change the form of title of an interest in or right incident to real property.
9. Dedicate to public use, with or without consideration, easements or other real property in which the principal has, or claims to have, an interest.

Tangible Personal Property Transactions

1. Demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property.
2. Sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or, otherwise dispose of tangible personal property or an interest in tangible personal property.
3. Grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal.
4. 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.
5. Manage or conserve tangible personal property or an interest in tangible personal property on behalf of the principal, including by doing all of the following: a. Insuring against liability or casualty or other loss; b. Obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise; c. Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments; d. Moving the property from place to place; e. Storing the property for hire or on a gratuitous bailment; or f. Using and making repairs, alterations, or improvements to the property.
6. Change the form of title of an interest in tangible personal property.

Stock and Bond Transactions

1. Buy, sell, and exchange stocks and bonds.
2. Establish, continue, modify, or terminate an account with respect to stocks and bonds.
3. Pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the principal.
4. Receive certificates and other evidence of ownership with respect to stocks and bonds.
5. Exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

Commodity and Option Transactions

1. Buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange.
2. Establish, continue, modify, and terminate option accounts.

Banking and Other Financial Institution Transactions

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. Contract for services available from a financial institution, including but not limited to renting a safe deposit box or space in a vault.
4. Withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution.
5. Receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them.
6. Enter a safe deposit box or vault and withdraw or add to the contents.
7. Borrow money and pledge as security personal property of the principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal.
8. 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, and accept a draft drawn by a person upon the principal and pay the promissory note, check, draft, or other negotiable or nonnegotiable paper when due.
9. Receive for the principal and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or any other negotiable or nonnegotiable instrument.
10. Apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit.
11. Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

Business Operating Transactions

1. Operate, buy, sell, enlarge, reduce, or terminate an ownership interest.
2. Perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that the principal has, may have, or claims to have.
3. Enforce the terms of an ownership agreement.
4. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party because of an ownership interest.
5. 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 stocks and bonds.
6. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party concerning stocks and bonds.
7. Do all of the following with respect to an entity or business owned solely by the principal:

- a. Continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the principal with respect to the entity or business before execution of the power of attorney.
- b. Determine all of the following:
 - (1) The location of the entity or business operation.
 - (2) The nature and extent of the entity or business.
 - (3) The methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in the operation of the entity or business.
 - (4) The amount and types of insurance carried by the entity or business.
 - (5) The mode of engaging, compensating, and dealing with the employees, accountants, attorneys, or other advisors of the entity or business.
- c. Change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business.
- d. Demand and receive money due or claimed by the principal or on the principal's behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business.
- 8. Inject needed capital into an entity or business in which the principal has an interest.
- 9. Join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business.
- 10. Sell or liquidate all or part of the entity or business.
- 11. Establish the value of an entity or business under a buyout agreement to which the principal is a party.
- 12. Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments.
- 13. Pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect the principal from illegal or unnecessary taxation, assessments, fines, or penalties with respect to an entity or business, including but not limited to attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

Insurance and Annuity Transactions

- 1. Continue, pay the premium or make a contribution on, modify, exchange, 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 make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the agent.
- 4. Apply for and receive a loan secured by a contract of insurance or annuity.
- 5. Surrender and receive the cash surrender value on a contract of insurance or annuity.
- 6. Exercise an election.
- 7. Exercise investment powers available under a contract of insurance or annuity.
- 8. Change the manner of paying premiums on a contract of insurance or annuity.
- 9. Change or convert the type of insurance or annuity with respect to which the principal has or claims to have authority described in this section.
- 10. Apply for and procure a benefit or assistance under a statute, rule, or regulation to guarantee or pay premiums of a contract of insurance on the life of the principal.
- 11. Collect, sell, assign, hypothecate, borrow against, or pledge the interest of the principal in a contract of insurance or annuity.
- 12. Select the form and timing of the payment of proceeds from a contract of insurance or annuity.
- 13. 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.

Estate, Trust, and Other Beneficiary Transactions

- 1. Accept, receive, provide a receipt for, sell, assign, pledge, or exchange a share in or payment from an estate, trust, or other beneficial interest.

2. Demand or obtain money or another thing of value to which the principal is, may become, or claims to be, entitled by reason of an estate, trust, or other beneficial interest, by litigation or otherwise.
3. Exercise for the benefit of the principal a presently exercisable general power of appointment held by the principal.
4. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to 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.
5. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary.
6. Conserve, invest, disburse, or use any assets received for an authorized purpose.
7. Transfer an interest of the principal in real property, stocks and 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.
8. Consent to a reduction in or modification of a share in or payment from an estate, trust, or other beneficial interest.

Claims and Litigation

1. Assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including but not limited to an action to recover property or other thing of value, recover damages sustained by the principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief.
2. Bring an action to determine adverse claims or intervene or otherwise participate in litigation.
3. Seek an attachment, garnishment, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree.
4. Make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the principal in litigation.
5. Submit to alternative dispute resolution, or settle, propose, or accept a compromise.
6. Waive the issuance and service of process upon the Senate File 2168, p. 25 principal, accept service of process, appear for the principal, designate persons upon which 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, 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.
8. Pay a judgment, award, or order against the principal or a settlement made in connection with a claim or litigation.
9. Receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

Personal and Family Maintenance

1. Perform the acts necessary to maintain the customary standard of living of the principal, the principal's spouse, and the following individuals, whether living when the power of attorney is executed or later born: a. The principal's minor children; b. The principal's adult children who are pursuing a postsecondary school education and are under the age of twenty-five; c. The principal's parents or the parents of the principal's spouse, if the principal had established a pattern of such payments; and d. Any other individuals legally entitled to be supported by the principal.
2. Make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the principal is a party.
3. Provide living quarters for the individuals described in paragraph "a" by any of the following: a. Purchase, lease, or other contract; or b. Paying the operating costs, including but not limited to interest, amortization

- payments, repairs, improvements, and taxes, for premises owned by the principal or occupied by those individuals,
4. Provide funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for the individuals described in paragraph "1" to enable those individuals to maintain their customary standard of living.
 5. Pay expenses for necessary health care and custodial care on behalf of the individuals described in paragraph "1".
 6. Act as the principal's personal representative pursuant to the federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, including amendments thereto and regulations promulgated thereunder, in making decisions related to past, present, or future payments 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.
 7. Continue any provision made by the principal for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals described in paragraph "1".
 8. Maintain credit and debit accounts for the convenience of the individuals described in paragraph "1" and open new accounts.
 9. Continue payments or contributions incidental to the membership or affiliation of the principal in a religious institution, club, society, order, or other organization.
 10. Authority with respect to personal and family maintenance is neither dependent upon, nor limited by, authority that an agent may or may not have with respect to gifts.

Benefits from Social Security, Medicare, Medicaid, or Other Governmental Programs, or Military Service

1. Execute vouchers in the name of the principal for allowances and reimbursements payable by the United States, a foreign government, or a state or subdivision of a state to the principal, including but not limited to allowances and reimbursements for transportation of the individuals described in section 633B.213, subsection 1, paragraph "a", and for shipment of the household effects of such individuals.
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. Enroll in, apply for, select, reject, change, amend, or discontinue, on the principal's behalf, a benefit or program.
4. Prepare, file, and maintain a claim of the principal for a benefit or assistance, financial or otherwise, to which the principal may be entitled under a statute, rule, or regulation.
5. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance the principal may be entitled to receive under a statute, rule, or regulation.
6. Receive the financial proceeds of a claim described in paragraph "5" and conserve, invest, disburse, or use for a lawful purpose anything so received.

Retirement Plan Transactions

1. Select the form and timing of payments under a retirement plan and withdraw benefits from a plan.
2. Make a rollover, including a direct trustee-to-trustee rollover of benefits from one retirement plan to another.
3. Establish a retirement plan in the principal's name.
4. Make contributions to a retirement plan.
5. Exercise investment powers available under a retirement plan.
6. Borrow from, sell assets to, or purchase assets from a retirement plan. The term "retirement plan" includes, without limitation, any tax qualified or nonqualified pension or annuity, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan.

Tax Matters

1. Prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act returns 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 but not limited to consents and agreements under section 2032A of the Internal Revenue Code, 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.
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.
 4. Act for the principal in all tax matters for all periods before the Internal Revenue Service or any other taxing authority.

Gifts Not to Exceed Annual Gift Tax Exclusion Amount

Unless the power of attorney provides otherwise in the Grant of Specific Authority section, language in the Grant of General Authority section granting the general power to make gifts only authorizes the agent to do the following on my behalf:

1. Make a gift of the principal's property, outright to, or for the benefit of, any person, including but not limited to the exercise of a presently exercisable general power of appointment held by me, in an amount not to exceed the per donee annual dollar limits of the federal gift tax exclusion under IRC §2503(b), without regard to whether the federal gift tax exclusion applies to the gift. If my spouse (if any) agrees to consent to a split gift pursuant to IRC §2513, then such gifts may be in an amount not to exceed twice the per donee annual exclusion amount.
2. Consent to the splitting of a gift made by my spouse (if any) pursuant to IRC §2513 in an amount per donee not to exceed the aggregate annual gift tax exclusion for both spouses.
3. Make a gift of my property, only as the agent determines is consistent with my objectives, if actually known, and if my objectives are unknown, as the agent determines is consistent with my best interests, based on all relevant factors, including, but not limited to: (a) the value and nature of my property; (b) my foreseeable obligations and need for maintenance; (c) the minimization of taxes, including, but not limited to, estate, inheritance, generation-skipping transfer taxes, and gift taxes; (d) eligibility for a benefit, a program, or assistance under a statute, rule, or regulation; (e) my personal history of making or joining in making gifts.