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Pages 7
County Recording Fee: $37.00
Iowa E-Filing Fee: $3.69
Combined Fee: $40.69
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

General Power of Attorney

Recorder's Cover Sheet

Preparer Information:

Breanna L. Young, 215 10th St. Ste. 1300, Des Moines, IA 50309 T.515-288-2500

Taxpayer Information:

Kenneth A. Place and Kathryn Arlene Place, 10394 NW 114th St., Granger, IA 50109

Return Address

Breanna L. Young, 215 10th St. Ste. 1300, Des Moines, IA 50309

Grantors:

Kenneth A. Place

Grantees:

Steven Golden

Document or instrument number if applicable: N/A

FINANCIAL POWER OF ATTORNEY
for
KENNETH A. PLACE

1. GENERAL

This power of attorney authorizes another person (your Agent) to make decisions concerning your property for you (the Principal). Your Agent will be able to make decisions and act with respect to your property (including but not limited to your money). The meaning of authority over subjects listed on this form is explained in the Iowa Uniform Power of Attorney Act, Iowa Code Chapter 633B.

This power of attorney does not authorize the Agent to make health care decisions for you.

Your Agent is not entitled to compensation unless you state otherwise in the optional Special Instructions.

This power of attorney becomes effective at the time specified in Paragraph 8.

For legal effect of the use of this form, consult your lawyer.

2. DESIGNATION OF AGENT

I, KENNETH A. PLACE, name my spouse, KATHRYN ARLENE PLACE, as my Agent. If KATHRYN ARLENE PLACE is unable or unwilling to act for me, I name my son-in-law STEVEN GOLDEN as my successor Agent.

3. GRANT OF GENERAL AUTHORITY

I grant my Agent and any successor Agent general authority to act for me with respect to the following subjects as defined in the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B:

a. Real Property
b. Tangible Personal Property
c. Stocks and Bonds
d. Commodities and Options
e. Banks and Other Financial Institutions
f. Operation of Entity or Business
g. Insurance and Annuities
h. Estates, Trusts, and Other Beneficial Interests
i. Claims and Litigation
j. Personal and Family Maintenance
k. Benefits from Governmental Programs or Civil or Military Service
l. Retirement Plans
m. Taxes

4. GRANT OF SPECIFIC AUTHORITY

My Agent shall not do any of the following specific acts for me unless I have initialed the specific authority listed in this section below. (Caution: Granting any of the following will give your Agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. Initial only the specific authority you WANT to give your Agent.)

No — 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.

No — Agree to the amendment or termination of any other inter vivos trust.

No — Agree to the amendment or termination of any irrevocable trust.

No — Make a gift to or for the benefit of an individual (other than my Agent) in an amount not to exceed the per donee annual dollar limits of the federal gift tax exclusion under Internal Revenue Code § 2503(b), and consent to the splitting of gift(s) made by my spouse (if any), but only if such gift is consistent with my objectives, and if my objectives are unknown, only if consistent with my best interests considering (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, program, or assistance under a statute, regulation, or rule, and (e) my history of making or joining in making gifts.

No — Make gifts, either direct or indirect, to my Agent acting under this power of attorney, provided any such gift shall be approved in writing by _____, but only if such gift is consistent with my objectives, and if my objectives are unknown, only if consistent with my best interests considering (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, program, or assistance under a statute, regulation, or rule, and (e) my history of making or joining in making gifts.

No — Authorize another person to exercise the authority granted under this power of attorney.

No — Exercise fiduciary powers that I (the principal) have authority to delegate.

No — Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

No — Disclaim or refuse an interest in property, including a power of appointment.

No — Create or change a beneficiary designation, but only if such designation is consistent with my objectives as evidenced by my estate planning documents.

5. LIMITATION ON AGENT'S AUTHORITY

An Agent that is not my ancestor, spouse, or descendant shall not use my property to benefit the Agent or a person to whom the Agent owes an obligation of support unless I have included that authority in the optional Special Instructions.

6. ACCOUNTING

Under Iowa law, an Agent is required 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, unless specifically stated herein, are entitled to an accounting unless ordered by a court having jurisdiction over this matter.

7. SPECIAL INSTRUCTIONS

I provide special instructions and special authority to my Agent as follows:

Digital Assets

My Agent shall have the authority and power to access, handle, distribute, and dispose of my Digital Assets. My Agent shall also have the power to obtain, access, modify, delete, and control my usernames, passwords, and any other electronic credentials related to my Digital Assets or digital devices.

For purposes of this Power of Attorney, "Digital Assets" shall include, but not be limited to, information created, generated, sent, communicated, received, or stored by electronic means on 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 as technology develops in addition to e-mail 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, affiliate programs stored on any media in any mode locally or remotely, and any other digital media currently in existence or that may exist 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, 18 U.S.C. § 2701 et. seq., and the Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et. seq., as they may be amended or substituted from time to time.

Other:

_____

_____

8. EFFECTIVE DATE

This power of attorney is effective immediately upon my signature and acknowledgment and shall not be affected by my incapacity. The power of my successor Agent shall only exist when both my spouse and I are incapacitated or otherwise unable to act.

9. NOMINATION OF CONSERVATOR AND 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, for appointment as my conservator and guardian.

10. RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my Agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

11. SIGNATURE AND ACKNOWLEDGMENT

Dated this 7th day of January, 2020.

KENNETH A. PLACE

State of Iowa, County of Polk, ss:

This document was acknowledged before me on January 7, 2020, by KENNETH A. PLACE.

BREANNA YOUNG
Commission Number 745419
My Commission Expires
February 19, 2022

Notary Public in and for the State of Iowa

This document prepared by:

Davis Brown Law Firm
215 - 10th Street, Suite 1300
Des Moines, IA 50309
Phone: 515-288-2500

IMPORTANT INFORMATION FOR AGENT

1. AGENT'S DUTIES

When you accept the authority granted under this power of attorney, a special legal relationship is created between the principal and you. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must do all of the following:

- Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest.
- Act in good faith.
- Do nothing beyond the authority granted in this power of attorney.
- Disclose your identity as an Agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as Agent in the following manner:

KENNETH A. PLACE, by _____ (your signature) as Agent

Unless the Special Instructions in this power of attorney state otherwise, you must also do all of the following:

- Act loyally for the principal's benefit.
- Avoid conflicts that would impair your ability to act in the principal's best interest.
- Act with care, competence, and diligence.
- Keep a record of all receipts, disbursements, and transactions made on behalf of the principal.
- Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest.
- Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

You are not entitled to compensation for acting as Agent unless the power of attorney specifically states otherwise.

2. TERMINATION OF AGENT'S AUTHORITY

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include any of the following:

- Death of the principal.
- The principal's revocation of the power of attorney or your authority.
- The occurrence of a termination event stated in the power of attorney.
- The purpose of the power of attorney is fully accomplished.
- If you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

3. LIABILITY OF AGENT

The meaning of the authority granted to you is defined in the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B. If you violate the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B, or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.

IOWA STATUTORY POWER OF ATTORNEY AGENT'S CERTIFICATION FORM AND CERTIFICATION OF VALIDITY OF POWER OF ATTORNEY AND AGENT'S AUTHORITY

STATE OF IOWA, COUNTY OF POLK

I, Steven Golden, certify under penalty of perjury that Kenneth A. Place granted me authority as an agent or successor agent in a power of attorney dated January 7, 2020.

I further certify all of the following to my knowledge:

The principal is alive and has not revoked the power of attorney or the power of attorney and my authority to act under the power of attorney have not terminated.

If the power of attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred.

If I was named as a successor agent, the prior agent is no longer able or willing to serve.

SIGNATURE AND ACKNOWLEDGMENT

Steven Golden

February 22, 2022
Date

This record was acknowledged before me on February 22, 2022, by Steven Golden.

Signature of Notary Public

ALISSA N WADE
Commission Number 826317
My Commission Expires
August 17, 2023

This document prepared by Breanna Young, 215 10th St., Ste. 1300, Des Moines, IA 50309 T: (515) 288-2500