

EDWARD R. CASSEL
GENERAL DURABLE POWER OF ATTORNEY

I, **Edward R. Cassel**, revoke all prior durable general powers of attorney and appoint my spouse, **Jeanne M. Cassel**, as my attorney-in-fact ("Agent"). If my spouse dies, declines in writing, or is unable to act as my Agent (which inability shall be confirmed by a written certification from one licensed physician), **and** there has been a subsequent determination that I have a physical or mental disability or other incapacity making it impractical or impossible for me to responsibly manage my financial affairs, as provided in a written certification from my principal physician, then I appoint my son, **Edward J. Cassel**, as my substitute attorney-in-fact ("Substitute Agent"), and he shall then have full authority to take any and all actions authorized herein. If Edward dies, declines in writing, or is unable to act as my Substitute Agent (which inability shall be confirmed by a written certification from a licensed physician), then I appoint my sister, **Barbara Gruenwald**, as further substitute attorney-in-fact ("Substitute Agent"), and she shall then have full authority to take any and all actions authorized herein. If Barbara dies, declines in writing, or is unable to act as my Substitute Agent (which inability shall be confirmed by a written certification from a licensed physician), then I appoint my brother-in-law, **Robert J. Bahr**, as further substitute attorney-in-fact ("Substitute Agent"), and he shall then have full authority to take any and all actions authorized herein.

NOTICE

As of September 1, 2010, pursuant to Wisconsin Statute Section 244.20(5), any financial or other institution refusing to honor this power of attorney for any reason other than those specified in Wisconsin Statute Sections 244.20, may be liable for reasonable court costs and attorneys fees associated with compelling such institution to honor this power of attorney.

I. POWERS OF AGENT

My Agent may exercise for me and in my name and on my behalf the powers enumerated below, which are intended to illustrate, and not to limit, the scope of this power.

1. **ACCOUNTS.** My Agent may open, continue, maintain, transfer, change or close or terminate any account, including without limitation any checking or savings account, brokerage account, certificate of deposit, share account and other like arrangement with any bank, trust company, savings bank, building and loan association, saving and loan association, credit union or other financial institution; execute signature cards on my behalf; receive statements of account and change address on accounts; assume control of any on-line accounts I have established with any institution; establish and manage on-line accounts with any institution; make deposits and withdrawals by check, draft or otherwise; endorse checks, notes, and drafts for deposit, collection, or otherwise and to execute beneficiary designations including payable on death ("POD") arrangements, consistent with my Last Will and Testament or trust agreement.

2. **SECURITIES.** My Agent may buy, sell, pledge, exchange, assign, option, or otherwise transfer any securities of any kind (including without limitation mutual funds); deal with any broker, banker, or other agent; receive all dividends and interest payments now or hereafter due or payable to me from any security or other indebtedness or investment; vote stock and otherwise represent me at all meetings of shareholders or companies or corporations in which I have an interest; sign proxies or other instruments; tender my resignation as director or officer; and subscribe to shares of stock and to execute transfer on death ("TOD") beneficiary designations, consistent with my Last Will and Testament or trust agreement.
3. **INVEST MONEY.** My Agent may invest and reinvest money or securities, in my name or otherwise, in such manner as my Agent thinks fit, which shall include, but not be limited to, certificates of deposit, stocks, bonds and annuities, and may receive dividends, interest, and income.
4. **SAFE-DEPOSIT BOX.** My Agent shall have access to any safe-deposit box of mine (whether the box is held in my name alone or jointly with another or others) wherever located, and may remove the contents and surrender the box on my behalf. Any institution in which a safe-deposit box of mine is located is not liable to me or my heirs or estate for permitting my Agent to exercise this power.
5. **REAL ESTATE AND OTHER PROPERTY.** My Agent may sell, exchange, option, maintain and repair and convey my real and personal property, wherever located; execute and deliver deeds of general warranty, with the customary covenants for such property; manage and control my real and personal property, wherever located; negotiate, execute, and deliver any leases of my property; demand and collect rents; buy every kind of property, real or personal; and arrange for appropriate disposition, use, insurance, and safekeeping of all my property.
6. **HOMESTEAD RIGHTS.** My Agent may convey, waive, gift, or take any other action with respect to my homestead rights.
7. **ESTATES, TRUSTS AND OTHER BENEFICIAL INTERESTS.** My Agent shall have general authority with any estate, trust, or other beneficial interest of which I am now, may become, or claim to be interested. This general authority includes all of the specific duties and powers authorized by Wisconsin Statute Section 244.51.
8. **INSURANCE.** My Agent may settle, compromise, and adjust any claim or claims that I now have or may have in the future against any person or corporation, including claims for any loss or damage by fire or other casualty to any property now belonging to me, or which may belong to me in the future, or in which I am interested or may hereafter have any interest; make necessary proof of loss; give such releases and receipts as my Agent may deem proper; surrender any policy of insurance in any name; cancel such policy and receive return premium thereon; purchase and pay for insurance insuring my health, life, and property, including without limitation health, life, accident, disability, property, casualty,

and liability insurance; and borrow from insurers and third parties using insurance policies as collateral.

9. **COLLECTION AND LITIGATION.** My Agent may demand and collect all property, real or personal, now or hereafter due, payable, or belonging to me; contest, compromise, settle, or abandon claims in my favor or against me; give receipts, releases, and discharges (including to any Probate Court); commence, pursue, or oppose any action, suit or legal proceeding relating to any matter in which I am or may in the future be interested; and compromise, settle, or submit to judgment any such action or proceeding.
10. **EMPLOYMENT OF AGENTS.** My Agent may employ and dismiss agents, attorneys, investment advisors, accountants, providers of health care and other personal services, and any other persons, and terminate any agency that I may have created at any time. My Agent shall not have the power to dismiss my Health Care Agent.
11. **WAIVER OF CONFLICT.** I authorize my Agent to waive any conflict of interest that may exist should my Agent hire the same lawyer that represented me in the preparation of this document. I permit my lawyer to represent my Agent in matters related to estate planning and Medicaid planning. I authorize my Agent to receive any confidential information I have shared with my lawyer only to the extent that my Agent needs this information to make a decision in my best interest. I have provided this authorization for my Agent so that my lawyer may work with my Agent and not create any ethical violations. I instruct my Agent to sign any forms on my behalf to carry out the authorizations stated in this paragraph. I further authorize my Agent to permit my lawyer to speak to and/or release legal documents to my financial advisor, health care professional, or any other individual or organization as may be in my best interest.
12. **TAXES.** My Agent may represent me before any office of the Internal Revenue Service of the Treasury Department of the United States and before the tax department of any state, county, or municipality with regard to any tax with which I am concerned. My Agent may perform all acts that I can perform with respect to any tax matters without limitation. My Agent may prepare, amend, sign, and file any tax return; receive originals of all notices and other written communications; negotiate and make compromises; file claims; receive, endorse, and collect checks; receive and examine confidential information; and take appeals, file protests, and execute waivers and closing agreements. My Agent is authorized to execute any federal, state or municipal power of attorney form that may be required to act on my behalf and perform any of the duties authorized by this document. My Agent may consent on my behalf to have any gift made by my spouse considered as made by each of us under section 2513 of the Internal Revenue Code.
13. **SOCIAL SECURITY.** My Agent may represent and act for me before the Social Security Administration of the United States and any similar agency of a state or local government; collect all Social Security benefits due me; make such arrangements in connection with Social Security benefits including, without limitation, Medicaid and Medicare, as will

facilitate their application to my care and support; and execute any and all government authorizations and forms as may be necessary to effectuate these purposes.

14. **GOVERNMENTAL AGENCIES.** My Agent may deal with governmental agencies to make applications for, receive and administer any of the following benefits, if applicable, for me: Social Security, Medicare, Medicaid, Supplemental Security Income and any other government resources and community support services available; to explore and implement Medicaid (Title 19) planning strategies and options to plan and accomplish asset preservation in the event I need long-term health and nursing care, including but not limited to, the transfer of my assets to an irrevocable trust, whether that is an individually drafted trust or the creation of a sub-account in a pooled or community trust for the disabled, that will permit me to qualify for such government benefit programs, the purchase of one or more annuities, and the purchase of exempt assets deemed appropriate by my Agent.
15. **GIFTS.** My Agent may make gifts of my assets to my spouse, to my issue, to trusts for the benefit of my spouse and/or my issue, and/or to such charitable institutions as shall appear to my Agent to be consistent with my prior patterns of giving or my then existing estate planning documents; my Agent may make such gifts to minimize or reduce taxes, including income, estate, inheritance, generation-skipping transfer and gift taxes, or to establish eligibility for a benefit, program or assistance under a statute, rule or regulation, or as shall be appropriate to reduce the exposure of my estate to nursing home expenses; provided, however, that to the greatest extent possible no gift to an individual (other than to my spouse) made pursuant to the authority in this paragraph should exceed the then allowable federal annual gift tax exclusion amount, plus any tuition and medical exclusion gifts allowable under Internal Revenue Code Section 2503(e).

I specifically authorize my Agent, **Jeanne M. Cassel**, to make gifts to herself, directly or indirectly, provided that all such gifts are made in accordance with the standards set forth in the preceding paragraph.



Edward R. Cassel

16. **UNITED STATES POST OFFICE.** My Agent may represent me and deal with any office of the United States Post Office to change addresses, pick up mail and packages, receive and sign for registered or certified mail and do any other actions I could do.
17. **PROMISSORY NOTES.** Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or non-negotiable 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 it when due.
18. **FUNDING TRUSTS.** My Agent may transfer any assets owned by me to any trust created by me during my lifetime, but may not revoke such trust, and I hereby direct the trustee of

any such trust to accept the transfer, adding the transferred assets to the trust estate; and my Agent may create an irrevocable sub-account in any community trust for the disabled and to fund it with assets owned by me, provided, however, that any such community trust shall comply with Medicaid law and shall be designed to keep me eligible for public benefits.

19. **INSURANCE AND ANNUITY TRANSACTIONS.** My Agent shall have the authority and power to engage in insurance and annuity transactions which would include the right to:
- A. Continue, pay the premium or assessment on, modify, rescind, release or terminate a contract procured by or on behalf of me which insures or provides an annuity to either me or another person, whether or not I am a beneficiary under the contract.
 - B. Procure new, different and additional contracts of insurance and annuities for me and select the amount, type of insurance or annuity and mode of payment.
 - C. Pay the premium or assessment on, modify, rescind, release or terminate a contract of insurance or annuity procured by my Agent.
 - D. Designate or change the beneficiary of the contract, or an extension, renewal or substitute of a contract, provided such designation is consistent with paragraph 15.
 - E. Apply for and receive a loan on the security of the contract of insurance or annuity.
 - F. Surrender and receive the cash surrender value.
 - G. Exercise an election.
 - H. Change the manner of paying premiums.
 - I. Change, convert or exchange the type of insurance contract or annuity, with respect to which I have or claim to have a power described in this subsection.
 - J. Apply for and procure government aid to guarantee or pay premiums of a contract of insurance on my life.
 - K. Collect, sell, assign, hypothecate, borrow upon or pledge my interest in a contract of insurance or annuity.
 - L. 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.

- M. Claim and be paid the proceeds or benefits of contract of insurance or annuity under which I have an interest as beneficiary or otherwise.
20. **RETIREMENT PLAN TRANSACTIONS.** My Agent shall have the power to establish one or more "individual retirement accounts" or other retirement plans or arrangements in my name or in which I may have a beneficial interest. In connection with any pension, profit sharing or stock bonus plan, individual retirement arrangements, Roth IRA, s. 403(b) annuity or account, s. 457 plan, or any other retirement plan, arrangement or annuity in which I am a participant or of which I am a beneficiary (whether established by my Agent or otherwise) (each of which is hereinafter referred to as "such Plan"), my Agent shall have the following powers, in addition to all other applicable powers granted by this instrument:
- A. To make contributions (including "rollover" contributions) or cause contributions to be made to such Plan with my funds or otherwise on my behalf.
 - B. To receive and endorse checks or other distributions to me from such Plan, or to arrange for the direct deposit of the same in any account in my name or in the name of any revocable "living" trust established by me.
 - C. To elect a form of payment of benefits from such Plan, to withdraw benefits from such Plan, to make contributions to such Plan and to make, exercise, waive or consent to any and all elections and/or options that I may have regarding the contributions to, investments or administration, of, or distribution or form of benefits under, such Plan.
 - D. To designate one or more beneficiaries or contingent beneficiaries for any benefits payable under such Plan on account of my death, and to change any such prior designation of beneficiary made by me or by my Agent, provided, however, that my Agent shall have no power to designate my Agent directly or indirectly as a beneficiary or contingent beneficiary to receive a greater share or proportion of any such benefits than my Agent would have otherwise received unless such change is consented to by all other beneficiaries who are my heirs at law.
21. **POWER TO DISCLAIM.** My Agent may disclaim, either in whole or in part, any interest or power otherwise passing to me by testate or intestate succession or by inter vivos transfer.
22. **POWER OF SUBSTITUTION.** My Agent may substitute and appoint from time to time an agent or agents hereunder, with the same or more limited powers as contained herein, and at the Agent's discretion remove such substitute or substitutes or appoint others provided such act does not eliminate or supersede any substitute I have designated.
23. **COMPENSATION.** My Agent shall be reimbursed for all reasonable costs and expenses actually incurred and paid under this power, and my Agent is entitled to reasonable compensation for services rendered under it.

24. **MEDICAL RECORDS DISCLOSURE.** My Agent may receive copies of any and all medical records and information and orally receive all information requested from any physician, surgeon, hospital, nursing home, or other health care provider. I hereby authorize any health care provider to release any information from my health care record regarding diagnosis and treatment to my Agent. My Agent may sign medical authorizations to allow for the release of my confidential health care information to himself and such agencies as my Agent deems appropriate.
25. **HEALTH INSURANCE.** My Agent may execute all necessary instruments for health insurance, including, but not limited to, Medicare, Medicaid or a private insurer, for the purpose of submitting claims and collecting reimbursement, initiating or cancelling coverage, and any other acts my Agent deems appropriate.
26. **RESIDENCY.** My Agent may establish a new residency or domicile for me, from time to time and at any time, within or without the state, for such purposes as my Agent shall deem appropriate, including, but not limited to, any purpose for which this Durable Power of Attorney was created.
27. **INTENT TO RETURN HOME.** It is my intent to return to my residence from any hospital, hospice, nursing home, or other health care facility. Accordingly, I empower my Agent to convey that intention to any and all persons.
28. **SUPPORT.** My Agent shall have the power to use assets in my estate for my comfort, health, support, maintenance, and education in accordance with my customary manner of living, taking into account other resources available for this purpose.
29. **MOTOR VEHICLES.** My Agent may purchase, sell, lease, or otherwise acquire and hold motor vehicles my Agent believes necessary or desirable for my welfare and that of my spouse; continue whatever provision has been made by me before or after the creation of this power for my spouse with regard to motor vehicles, including, without limitation, the power to license, insure and replace motor vehicles owned by me and customarily used by my spouse; apply for a certificate of title upon, and endorse and transfer title to, any motor vehicle, and represent in the transfer that the title to the vehicle is free and clear of all liens and encumbrances, except those specifically set forth in the transfer.
30. **DIGITAL ASSETS.** My Agent shall have (i) the power to access, use, and control my digital devices, including but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephone, smartphones, and any similar digital device which currently exists or may exist as technology develops for the purpose of accessing, modifying, deleting, controlling, or transferring my digital full access to; (ii) the power to access, modify, delete, control, and transfer my digital assets, including but not limited to, my emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, banking accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts, and

similar digital items which currently exist or may exist in the future as technology develops; (iii) the power to obtain, access, modify, delete, and control my passwords and other electronic credentials associated with my digital devices and digital assets described above; and (iv) the power to access, modify, delete, control, and transfer my digital financial accounts, subject to my Agent's fiduciary duties under this instrument.

31. **LIMITATION.** My Agent, notwithstanding any provision of this power of attorney to the contrary, shall not exercise this power in favor of Agent, Agent's estate, Agent's creditors or the creditors of Agent's estate, except as provided in this document.
32. **NOMINATION OF GUARDIAN.** In accordance with Chapters 244 and 54 of the Wisconsin Statutes as they may be amended from time to time, I nominate my Agent to serve as my guardian, conservator, or in any similar capacity.
33. **NO LIABILITY OF THIRD PARTIES.** No person who acts in reliance on the representations of the Agent or the authority granted under this Durable Power of Attorney shall incur any liability to me or to my estate from permitting the Agent to exercise any power before actual knowledge that the Durable Power of Attorney has been revoked or terminated by operation of law or otherwise.
34. **REVOCATION.** I may terminate this durable power during my lifetime by notifying my Agent in writing.
35. **POWER OF ATTORNEY NOT AFFECTED BY PASSAGE OF TIME NOR SUBSEQUENT DISABILITY.** The terms of this Power of Attorney shall not be affected by the passage of time nor by my subsequent disability.
36. **GOVERNING LAW.** This Durable Power of Attorney shall be governed by the laws of the State of Wisconsin in all respects, including its validity, construction, interpretation and termination. However, I intend for this Durable Power of Attorney to be honored in all jurisdictions where it is presented.
37. **PHOTOCOPIES AND FACSIMILE REPRODUCTIONS.** Photocopies and facsimile copies of this power of attorney shall have the same effect as an original.
38. **REFERENCES TO AGENT.** Any and all references to "Agent" in this document shall also include "Substitute Agent(s)".
39. **SEVERABILITY.** The invalidity of a provision of this power of attorney shall not affect another provision.

II. DUTIES AND RESPONSIBILITIES OF AGENT

1. **DUTIES AND RESPONSIBILITIES.** My Agent has the following duties and responsibilities:

- A. To do what I reasonably expect done with my property or, if my Agent does not know my expectations, act in my best interest.
 - B. To act in good faith.
 - C. To do nothing beyond the authority granted in this power of attorney.
 - D. To disclose the Agent's identity as an agent whenever acting for me by writing or printing my name and signing his or her own name as "Agent" in the following manner:

...(my name) by...(Agent's signature) as Agent.
 - E. To act loyally for my benefit.
 - F. To avoid conflicts that would impair the Agent's ability to act in my best interest.
 - G. To act with care, competence, and diligence.
 - H. To keep a record of all receipts, disbursements, and transactions made on my behalf.
 - I. To cooperate with any person that has authority to make health-care decisions for me, to do what my Agent knows I reasonably expect or, if my Agent does not know my expectations, to act in my best interest.
 - J. To attempt to preserve my estate plan if my Agent knows the plan and preserving the plan is consistent with my best interest.
2. **GOOD FAITH PERFORMANCE.** My Agent shall not incur any liability to me for acting or refraining to act under this power provided my Agent acts in good faith.

III. DUTIES AND RESPONSIBILITIES OF AGENT UPON TERMINATION

1. **DUTIES AND RESPONSIBILITIES UPON TERMINATION.** My Agent must stop acting on my behalf if my Agent learns of any event that terminates this power of attorney or his or her authority under this power of attorney. Events that terminate a power of attorney or my Agent's authority to act under a power of attorney include all of the following:
- A. My death.
 - B. My written revocation of the power of attorney in accordance with paragraph 34 or revocation by court order.

