

## GENERAL DURABLE POWER OF ATTORNEY

I, Jean S. G. Kruger, the principal, of 2606 13<sup>th</sup> Avenue, #312, Grand Forks, ND 58201, designate Ann Marie Kruger, of 2606 13<sup>th</sup> Avenue, #312, Grand Forks, ND 58201, my attorney-in-fact and agent (hereinafter called agent) in my name and for my benefit:

- A. **GENERAL GRANT OF POWER:** To exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, hereby ratifying and confirming all that my agent shall lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted.
1. **POWER OF COLLECTION AND PAYMENT.** To forgive, request, demand, recover, collect, receive and hold all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interest, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance, or other benefits and proceeds, all documents of title, all property, real or personal, intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to me or in which I have or may hereafter acquire an interest; to have, use, and take by all lawful and equitable means and legal remedies and proceedings (including foreclosures, cancellations, and any proceeding permitted by law) in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf; and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same;
  2. **POWER TO ACQUIRE AND SELL.** To acquire, purchase, exchange, grant options to sell, and sell and convey real or personal property, tangible or intangible, or interests therein, including my homestead interest in any real property owned by me or my spouse, on such terms and conditions as my agent shall deem proper;
  3. **MANAGEMENT POWERS.** To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, in my name and for my benefit, upon such terms and conditions as my agent shall deem proper.
  4. **BANKING POWERS.** To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations and other institutions, borrow money, and execute or release such mortgages, deeds of trust or other security

agreements as may be necessary or proper in the exercise of the rights and powers herein granted;

5. **MOTOR VEHICLES.** To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;
6. **BUSINESS INTERESTS.** To conduct or participate in any lawful business of whatever nature for me and in my name; execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; elect or employ officers, directors and agents; carry out the provisions of any agreement for the sale of any business interest or the stock therein; and exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options;
7. **TAX POWERS.** To prepare, verify and file federal and state income tax, gift tax, property tax, generation skipping tax and any other tax returns, claims for refund, requests for extension of time, petitions to any court regarding tax matters of all kinds and nature, and to generally in my name, place and stead to execute all tax related documents including but not limited to returns, receipts, offers, waivers, consents, powers of attorney, closing agreements and declarations of all kinds;
8. **SAFE DEPOSIT BOXES.** To have access at any time or times to any safe deposit box rented by me, wherever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power;
9. **INSTRUMENTS.** To sign, seal, execute and deliver all instruments in writing of whatever kind and nature as may be necessary and proper;
10. **SECURITIES.** To purchase United States treasury bills, bonds, certificates and notes, including so-called "estate tax anticipation bonds" and to borrow money and mortgage property to obtain funds for purchase;
11. **TRUSTS.** To create or establish trusts for my sole benefit during my lifetime to be distributed in equal shares to my children upon my death with the share for any deceased child of mine going to his surviving issue by right of representation; to amend or revoke any trust agreement heretofore established by me, and to fund any trust;
12. **INSURANCE.** To purchase life and health and other forms of insurance and to exercise all rights to convert and modify existing insurance policies including the power to borrow against cash values of any policy;
13. **GIFTS.** To embark upon or continue any program of gifts to my children, and their issue, and to make transfers including, but not limited to, gifts in furtherance of any plan or pattern of gifts. As to any transfers made by my

agent to himself/herself or by me to my agent, I specifically waive the provisions of sections 3-02-05, 59-16-02 and 59-18-01.1 N.D.C.C. and direct that there shall be no presumption of undo influence, insufficient consideration or other prohibited acts under sections 3-02-05, 59-16-02 and 59-18-01.1 N.D.C.C.;

14. **DISCLAIMER.** To disclaim interests in property;
15. **EXPENSES.** To pay for medical, legal, hospital, nursing, care, support and maintenance expenses;
16. **MISCELLANEOUS.** To enter into and carry out contracts, notes, chattel mortgages and other engagements relating to agriculture, with the Commodity Credit Corporation, the Secretary of Agriculture of the United States of America, or any other officer or agency of the federal or state governments or any corporation organized thereunder; to enter into acreage reduction agreements; to make soil conservation commitments; and, in general, to do all acts necessary to cooperate with any governmental agricultural program and to participate in and receive all payments and other benefits and proceeds thereunder.
17. **HIPPA RELEASE AUTHORITY/MEDICAL POWERS.** I intend for my agent to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPPA), 42 USC 1230d and 45 CFR 160-164. I authorize:

Any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care provider, any insurance company and the Medical Information Bureau Inc. or other health-care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services to give, disclose and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse. Further, to have access to medical information, to include but not be limited to, the management of my prescription drugs, access to all pharmaceutical suppliers and records of same, management of actual prescriptions and to allow review of all of my medical records, together with access to and communication with all medical providers, doctors, nurses, pharmacists and all others who will or do provide medical care to me.

- B. **INTERPRETATION AND GOVERNING LAW.** This instrument is to be construed and interpreted as a General Durable Power of Attorney. The enumeration of specific powers herein is not intended to, nor does it limit or restrict the general powers herein granted to my agent. This instrument is executed in the State of North Dakota, and the law of the State of North Dakota shall govern all questions as to the validity of this power and the construction of its provisions.

- C. **THIRD-PARTY RELIANCE.** Third parties may rely upon the representations of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent or the authority granted to my agent shall incur any liability to me or my estate as a result of permitting my agent to exercise any power.
- D. **DISABILITY OR INCAPACITY OF PRINCIPAL.** In accordance with the provisions of Section 30.1-30-01 of the North Dakota Century Code, I hereby direct that this Power of Attorney shall not be affected by my future disability or incapacity, whether mental or physical.

IN WITNESS WHEREOF, I have executed this General Durable Power of Attorney and photographic copies of this power shall have the same force and effect as the original.

Dated this 9<sup>th</sup> day of June, 2015.

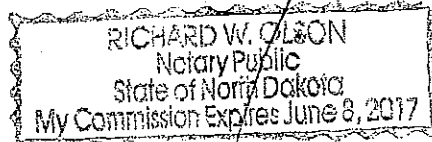
Jean S. G. Kruger  
Jean S. G. Kruger

STATE OF NORTH DAKOTA )  
COUNTY OF GRAND FORKS ) SS.

On this 9<sup>th</sup> day of June, 2015, before me, a Notary Public within and for said county, personally appeared Jean S. G. Kruger, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Richard W. Olson  
Notary Public

My Commission Expires:



**CONSENT OF ATTORNEY-IN-FACT**

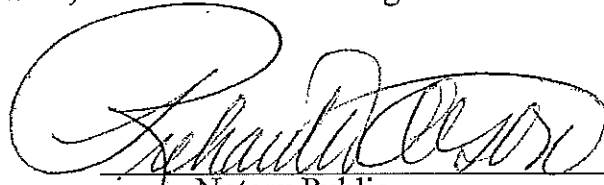
I, Ann Marie Kruger, the undersigned, of the City of Grand Forks, County of Grand Forks, State of North Dakota, do hereby consent to serve as Attorney-in-Fact under the foregoing Power of Attorney.

Dated this 9<sup>th</sup> day of June, 2015.

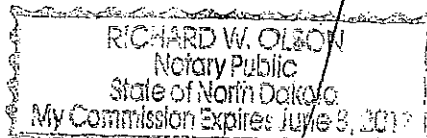
  
Ann Marie Kruger

STATE OF NORTH DAKOTA )  
  ) SS.  
COUNTY OF GRAND FORKS)

On this 9<sup>th</sup> day of June, 2015, before me, a Notary Public, personally appeared Ann Marie Kruger, known to me to be the person who is described in and executed the within and foregoing Consent of Attorney-in-Fact, and she acknowledged to me that she executed the same.

  
Notary Public

My Commission Expires:



**LIVING WILL**  
**OF**  
**JEAN S. G. KRUGER**

**Chapter 23-06.4 N.D.C.C.**

I declare on the 9<sup>th</sup> day of June, 2015:

- a. I have made the following decision concerning life-prolonging treatment (initial 1, 2, or 3):

(1) [ 1 & 2 ] I direct that life-prolonging treatment be withheld or withdrawn and that I be permitted to die naturally if two physicians certify that:

(a) I am in a terminal condition that is an incurable or irreversible condition which, without the administration of life-prolonging treatment, will result in my imminent death;

(b) The application of life-prolonging treatment would serve only to artificially prolong the process of my dying; and

(c) I am not pregnant.

It is my intention that this declaration be honored by my family and physicians as the final expression of my legal right to refuse medical or surgical treatment and that they accept the consequences of that refusal, which is death.

(2) [        ] I direct that life-prolonging treatment, which could extend my life, be used if two physicians certify that I am in a terminal condition that is an incurable or irreversible condition which, without the administration of life-prolonging treatment, will result in my imminent death. It is my intention that this declaration be honored by my family and physicians as the final expression of my legal right to direct that medical or surgical treatment be provided.

(3) [        ] I make no statement concerning life-prolonging treatment.

- b. I have made the following decision concerning the administration of nutrition when my death is imminent (initial only one statement):
- (1) [ ] I wish to receive nutrition.
  - (2) [ *gdx* ] I wish to receive nutrition unless I cannot physically assimilate nutrition, nutrition would be physically harmful or would cause unreasonable physical pain, or nutrition would only prolong the process of my dying.
  - (3) [ ] I do not wish to receive nutrition.
  - (4) [ ] I make no statement concerning the administration of nutrition.
- c. I have made the following decision concerning the administration of hydration when my death is imminent (initial only one statement):
- (1) [ *gdx* ] I wish to receive hydration.
  - (2) [ ] I wish to receive hydration unless I cannot physically assimilate hydration, hydration would be physically harmful or would cause unreasonable physical pain, or hydration would only prolong the process of my dying.
  - (3) [ ] I do not wish to receive hydration.
  - (4) [ ] I make no statement concerning the administration of hydration.
- d. Concerning the administration of nutrition and hydration, I understand that if I make no statement about nutrition or hydration, my attending physician may withhold or withdraw nutrition or hydration if the physician determines that I cannot physically assimilate nutrition or hydration or that nutrition or hydration would be physically harmful or would cause unreasonable physical pain.
- e. If I have been diagnosed as pregnant and that diagnosis is known to my physician, this declaration is not effective during the course of my pregnancy.
- f. I understand the importance of this declaration, I am voluntarily signing this declaration, I am at least eighteen years of age, and I am emotionally and mentally competent to make this declaration.

g. I understand that I may revoke this declaration at any time.

Signed

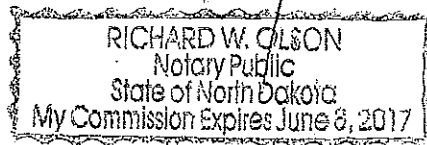
Jean S. G. Kruger  
Jean S. G. Kruger

City, County, and State of Residence: City of Grand Forks, County of Grand Forks, and State of North Dakota.

In my presence on the 9<sup>th</sup> day of June, 2015, Jean S. G. Kruger acknowledged the declarant's signature on this document or acknowledged that the declarant directed the person signing this document to sign on the declarant's behalf.

Richard W. Olson  
Notary Public

My Commission Expires:





**INSTRUCTIONS FOR REVOCATION**  
**(Section 23-06.4-05 N.D.C.C.)**

*1. A declaration may be revoked at any time and in any manner by the declarant, provided the declarant is competent, including by:*

- a. Signed, dated writing;*
- b. Physical cancellation or destruction of the declaration by the declarant or another in the declarant's presence and at the declarant's direction; or*
- c. An oral expression of intent to revoke.*

*2. A revocation is effective upon communication to the attending physician or other health care provider by the declarant.*

*3. The attending physician or other health care provider shall make the revocation a part of the declarant's medical record.*