

## DURABLE POWER OF ATTORNEY

I, Peter A. Fowell, of Stowe, Vermont, do hereby appoint my brother, Andrew J. Fowell, of Adamstown, Maryland, as my true and lawful Attorney-in-Fact, for me and in my name and stead, to transact all my business and to manage all my property and affairs as completely as I might do if personally present, including but not limited to exercising the powers set forth below. If he is unwilling or unable to serve as my true and lawful Attorney-in-Fact, then I do hereby appoint Robert Misko, of West Chester, Pennsylvania as my alternate true and lawful Attorney-in-Fact, for me and in my name and stead, to transact all my business and to manage all my property and affairs as completely as I might do if personally present, including but not limited to exercising the powers set forth below.

This durable power of attorney shall not be affected by the subsequent disability or incapacity of the principal.

I hereby revoke any previous powers of attorney which I may have heretofore granted, except limited powers granted in writing on the appropriate forms (i) authorizing any lawyer or certified public accountant to act on my behalf in any matter relating to federal taxes; (ii) granting access to any bank account or safe deposit box, or otherwise affecting any service or facility furnished by a bank; or (iii) granting my health care agent the power to make health care decisions for me.

I authorize my Attorney-in-Fact to exercise the following powers:

### MANAGEMENT OF ASSETS

1. CASH ACCOUNTS - To collect and receive any money or similar assets to which I may be entitled; to deposit cash and checks in any of my accounts; to endorse for deposit, transfer or collection, in my name and for my account, any checks payable to my order; and to draw and sign checks for me and in my name on any accounts, including any accounts opened by my Attorney-in-Fact in my name at any banking institution or elsewhere, and to receive and apply the proceeds of such checks.

2. SECURITIES - To take custody of my stocks, bonds and other investments of all kinds; to sell, surrender or exchange any such investments and to receive and apply the proceeds therefrom; to sign and deliver assignments, stock and bond powers and other documents required for any such sale, assignment, surrender or exchange; to purchase stocks, bonds and other investments of any kind; to give instructions as to the registration thereof and the mailing of dividends and interest therefrom; to deposit bond coupons; to represent me at shareholders' meetings and vote proxies on my behalf; and generally to handle and manage my investments.

3. TANGIBLE PERSONAL PROPERTY - To buy or sell at public or private sale for cash or credit or by any other means whatsoever, or to acquire, dispose of, repair, alter, store or manage my tangible personal property or any interest therein.



4. REAL ESTATE AND COOPERATIVE APARTMENTS - To lease, sell, assign, release, convey, extinguish or mortgage any interest I may have in any real estate, or in any proprietary lease or any stock evidencing my ownership of any cooperative apartment, on such terms as my Attorney-in-Fact deems advisable; to purchase or otherwise acquire any interest in or possession of real property or cooperative apartments and to accept all deeds for such property; and to manage, repair, improve, maintain, restore, build, subdivide or develop any such property.

5. SAFE DEPOSIT BOXES - To have access to any and all safe deposit boxes standing in my name; to add to or remove all or any part of the contents thereof; and to enter into or renew leases for such boxes or to surrender same.

6. INSURANCE - To procure, change, carry or cancel insurance against any and all risks affecting property or person against liability, damage or claims or any sort.

7. BENEFIT PLANS - To apply for and receive any government, insurance and retirements benefits to which I may be entitled, including the right to act as my representative payee with the Social Security Administration, and to exercise any right to elect benefits or payment options; to terminate, to change beneficiaries or ownership; to assign rights, to borrow or receive cash value in return for the surrender of any or all rights I may have in life insurance or annuity policies, plans or benefits, or in any retirement, profit-sharing and employee welfare plans and benefits; to consent or waive consent in connection with designation of beneficiaries and joint and survivor annuities under any employee benefit plan.

8. TAXES - To represent me in all tax matters; to prepare, sign and file federal, state or local income, personal property, gift or other tax returns of all kinds, including, where appropriate, joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, protests or petitions to administrative agencies or courts regarding tax matters, and any and all other tax related documents, including, but not limited to, consents and agreements under Section 2032A of the Internal Revenue Code of 1986, as amended, or any successor section thereto and, where appropriate, consents to split gifts, closing agreements, extensions or waivers of the period of limitations and any power of attorney required by the Internal Revenue Service or any state or local taxing authority with respect to any tax year between the years 1950 and 2050; to pay taxes due and to collect and make such disposition of refunds as my Attorney-in-Fact shall deem appropriate; to post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service or any state or local taxing authority; to exercise any elections I may have under federal, state or local tax law, and generally to represent me or to obtain professional representation for me in all tax matters and proceedings of all kinds for all periods between the years 1950 and 2050 before all officers of the Internal Revenue Service and state and local authorities or in any court; and to engage, compensate and discharge lawyers, accountants and other tax and financial advisors and consultants to represent or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have any interest or for which I bear any responsibility.



9. BORROWING - To borrow from any lender for my account on whatever terms and conditions my Attorney-in-Fact deems advisable, including the right to borrow on any insurance policy for any purpose; to pledge any of my property as security for any loan; and to assign and deliver such policies as security without any obligation whatsoever on the part of such insurance company to determine the purpose for such loan or the application of the proceeds.

10. OPERATION OF BUSINESS - To manage any business belonging to me, or in which I have a substantial interest, for such time and in such manner as my Attorney-in-Fact may deem advisable, including representing me at shareholders' meetings and voting proxies; to sell, liquidate, reorganize, incorporate or otherwise restructure any business or interest therein, at such time and on such terms as my Attorney-in-Fact deems advisable; and to enter into partnership agreements, shareholders' agreements or similar agreements or modifications thereof on such terms as my Attorney-in-Fact deems advisable.

11. EMPLOYMENT OF OTHERS - To employ lawyers, investment counsel, accountants, and other persons to render services for or to me or my estate and to pay such persons for their services. To pay all medical and health care personnel as my health care agent, if I have appointed one, shall so direct.

12. CLAIMS - To institute, prosecute, defend, compromise, settle or otherwise dispose of any claim relating to me or to any property of mine either alone or in conjunction with other persons; to appear for me in any proceedings at law or in equity or otherwise before any tribunal for the enforcement or for the defense of any such claim; to obtain, discharge and substitute counsel and authorize appearance of such counsel to be entered for me in any such action or proceeding; to compromise or arbitrate any claim in which I may be in any manner interested and for that purpose to enter into agreements to compromise or to arbitrate, either through counsel or otherwise; and to carry out such compromise or arbitration and perform or enforce any award entered in arbitration.

13. LOANS OR GIFTS - To make any loan or gift to any other person or entity which my Attorney-in-Fact deems reasonable or consistent with my prior practices or expressed wishes.

#### LIMITATIONS

14. LIMITATIONS ON THE POWERS OF THE AGENT - At all times my Agent must follow my directions specifically forbidding any action this power of attorney gives to my Agent, if I give those specific directions.

#### GENERAL PROVISIONS

15. EXECUTE DOCUMENTS, ENTER INTO CONTRACTS, AND PAY REASONABLE COMPENSATION OR COSTS IN IMPLEMENTING THE ABOVE POWERS - My Attorney-in-Fact is authorized to sign, execute, deliver, acknowledge and make declarations in any contracts or other documents as may be necessary, desirable, convenient or proper in order to exercise any of the powers granted hereunder; and to pay reasonable compensation or costs in



the exercise of any such powers.

16. ACCOUNTINGS – My Agent must keep a written record of all transactions taken under this power of attorney and must provide me with a written statement of all such transactions at any time upon my request.

17. THIRD PARTY RELIANCE - For purposes of inducing any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency or other party to act in accordance with the powers granted in this document, I hereby represent warrant and agree that:

A. The powers conferred on my Attorney-in-Fact by this document shall be exercisable by him alone, without need for court approval (except where expressly required), and his signature or acts under the authority granted in this document shall be accepted by third parties as fully authorized by me and with the same force and effect as if I were personally present, competent and acting on my own behalf.

B. All such actions of my Attorney-in-Fact shall bind me and my heirs, distributee, legal representatives, successors and assigns, and for the purpose of inducing anyone to act in accordance with the power I have granted herein, I hereby represent, warrant and agree that if this Power of Attorney is revoked or terminated for any reason, I and my heirs, distributee, legal representatives, successors and assigns will hold such party or parties harmless from any loss suffered or liability incurred by such party or parties while acting in accordance with this power prior to that party's receipt of written notice of revocation by me or by a guardian of my estate or that party's actual knowledge of termination of such power by reason of my death.

C. No person who acts in reliance upon any representation my Attorney-in-Fact may make regarding the scope of authority granted under this document shall incur any liability to me, my estate, my heirs, successors or assigns for permitting my Attorney-in-Fact to exercise any such power, nor shall any person who deals with my Attorney-in-Fact be required to determine or insure the proper application of funds or property.

D. All third parties from whom my Attorney-in-Fact may request information regarding my personal affairs are hereby authorized and directed to provide such information to him without limitation and are released from any legal liability whatsoever to me, my estate, my heirs, successors or assigns for complying with such requests.

E. My Attorney-in-Fact shall have the right to seek appropriate court orders mandating acts which he deems appropriate if a third party refuses to comply with actions taken by him which are authorized by this document, or to enjoin acts by third parties which he has not authorized. In addition, he may bring legal action against any third party who fails to comply with actions I have authorized him to take and demand damages, including punitive damages, on my behalf for such noncompliance.

18. APPOINTMENT OF ANCILLARY ATTORNEYS-IN-FACT - If at any time my Attorney-in-Fact deems it necessary or desirable in his discretion to appoint one or more ancillary



Attorneys-in-Fact in any other jurisdiction or jurisdictions, my Attorney-in-Fact may appoint one or more such ancillary Attorneys-in-Fact. In making any such appointment my Attorney-in-Fact may sign, execute, deliver, acknowledge and make declarations in any documents as may be necessary, desirable, convenient or proper in order to effectuate any such ancillary appointment, and he may grant to any ancillary Attorney-in-Fact any or all of the powers, duties and authorities granted him hereunder, but may not grant to any such ancillary Attorney-in-Fact powers which are inconsistent with those powers granted to my Attorney-in-Fact hereunder.

19. VERMONT LAW GOVERNS - Questions pertaining to the validity, construction and powers created under this instrument shall be determined in accordance with the laws of Vermont.

20. COMPENSATION OF AGENT - Except as may be waived by him, my Attorney-in-Fact may receive reasonable compensation for his services.

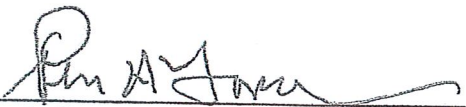
#### REVOCATION

21. REVOCATION AND TERMINATION - THIS POWER OF ATTORNEY MAY BE REVOKED BY ME AT ANY TIME. This power of attorney also terminates with my death, my divorce from my Agent (if my Agent is now my spouse), by the resignation or death of my Agent (unless a successor Agent is named), or by the order of a court. MY AGENT MUST COMPLY WITH ANY REVOCATION OR TERMINATION OF THIS POWER OF ATTORNEY.

22. RELIANCE OF THIRD PARTIES - Any third party receiving a duly-executed copy or facsimile of this power of attorney may act in reliance on it.

23. REVOCATION AS TO THIRD PARTIES - REVOCATION OR TERMINATION SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION HAS BEEN RECEIVED BY SUCH THIRD PARTY.

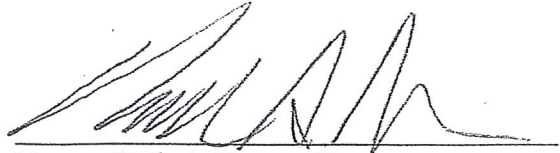
In witness whereof, the Principal has executed this instrument this 26<sup>th</sup> day of September 2018.

  
Peter A. Fowell, Principal

#### Affirmation by Witness

I, Beth A. Danon, witnessed the signature of this power of attorney by the principal, and I affirm that the principal appeared to be of sound mind and free from duress at the time he signed the power of attorney, and the principal affirmed to me that he was aware of the nature of this power of attorney and signed it freely and voluntarily.


WITNESS:



Name: Beth A. Danon, Esq.

STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.

At Hinesburg, in said County and State, this 26<sup>th</sup> day of September 2018, personally appeared Peter A. Fowell, the principal, who is known to me or was otherwise suitably identified, and he acknowledged to me that the execution of this power of attorney was his free act and deed.



Notary Public Michelle M. Chandler  
Commission Expires: 02/10/2019

Acceptance by Agent

I, the undersigned agent, execute this power of attorney, and by such execution do hereby affirm that I: (A) accept the appointment as agent; (B) understand the duties under the power of attorney and under the law, including but not limited to 14 V.S.A. § 3505; (C) understand that I have a duty to act if expressly required to do so in the power of attorney consistent with 14 V.S.A. §3506(c); and (D) understand that I am expected to use my special skills or expertise on behalf of the principal, if so specified in the power of attorney.

AGENT:

Date: 11/7/2018



Andrew J. Fowell

ALTERNATE AGENT:

Date: \_\_\_\_\_

Robert Misko

SIGNED COPY

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**Kohn Rath Danon Lynch & Scharf, LLP**

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Attorneys at Law • [www.kohnrath.com](http://www.kohnrath.com)

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October 11, 2018

Andrew J. Fowell  
3106 Chartwell Crescent Lane  
Adamstown, MD 21710

Dear Andrew,

As you may know, your brother Peter Fowell executed a Durable Power of Attorney as part of his estate planning naming you as his financial agent. Please sign and date the document on the last page and return it to us in the enclosed self-addressed and stamped envelope.

Please feel free to contact me if you have any questions.

Sincerely,

*Maggie W. Gordon*

Maggie Gordon  
Paralegal

**Enclosures**

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