

IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

WHITEWOOD et al.,

Plaintiffs,

Civil Action

v.

No. 13-1861-JEJ

WOLF et al.,

Defendants.

DECLARATION OF JULIA LOBUR

- I, Julia Lobur, declare as follows:
- 1. I am a 59-year-old Pennsylvania resident. I was born in Pennsylvania and have lived in Pennsylvania almost all of my life. I have worked for the Commonwealth for more than 25 years, and I am currently employed by the Commonwealth as a software architect and project manager.
- 2. I submit this declaration in support of Plaintiffs' Motion for Summary Judgment in the matter of *Whitewood et al. v. Wolf et al.* to briefly describe why I want the Commonwealth to recognize my marriage to my wife, Marla Cattermole, and to explain how the Commonwealth of Pennsylvania's refusal to recognize our marriage robs our relationship of the status and legitimacy accorded to others' relationships.

- 3. Marla and I met in 1983, during Army basic training. A true and correct copy of a photograph of our platoon during basic training, produced in this litigation as CATTERLOBUR000255, is attached as Exhibit PX-25-A.
- 4. I was discharged from the Army during basic training after my sexual orientation was revealed to my superiors. After I was discharged, I maintained correspondence with Marla, who continued to serve in the Army. In 1986, after Marla and I had started our relationship, I moved back to Pennsylvania. When Marla's term of active duty subsequently ended, she came to live with me in Harrisburg. A true and correct copy of a photograph of us in 1986, produced in this litigation as CATTERLOBUR000252, is attached hereto as Exhibit PX-25-B.
- 5. Harrisburg has been our home since then. Early in our relationship, Marla and I both worked and attended school, and Marla remained in the Army Reserve until 1995. A true and correct copy of a photo of Marla and me at Marla's graduation for her degree in Business Administration, produced in this litigation as CATTERLOBUR000251 is attached hereto as Exhibit PX-25-C.
- 6. Marla and I have always taken care of each other and supported each other. We share finances and all of our property, including our home, is jointly owned. A redacted copy of our deed, produced in this litigation as CATTERLOBUR000133, is attached hereto as Exhibit PX-25-D.

- 7. Marla and I also took care of my mother when it became difficult for her physically and financially to live on her own. As my mother's health worsened, we took care of her until she passed away in 1997. She just adored Marla. I am heartsick that neither she, nor my only sister, Elizabeth, lived to see us married.
- 8. In 2009, Marla and I traveled to Carroll, Iowa—Marla's hometown—to legally marry. A redacted copy of our marriage certificate, produced in this litigation as CATTERLOBUR000001, is attached hereto as Exhibit PX-25-E. A true and correct copy of a photograph from our wedding, produced in this litigation as CATTERLOBUR000249, is attached hereto as Exhibit PX-25-F. We had wanted to marry for years. We would have preferred to marry in Pennsylvania, where we lived, but we did not believe that Pennsylvania would allow us to marry any time soon. I had already lost my mother and sister. We did not want to lose other family before being married. So, we traveled to Iowa soon after it became legal to marry there because, with some of Marla's family still there, it was the closest thing to marrying at home.
- 9. It meant the world to me to marry Marla. As of 2009, we had been together for 23 years and during that time we had functioned like a married couple, but had not been treated like a married couple. It was wonderful for our love and commitment to be recognized in the same way as other couples' love and

commitment. Pennsylvania's non-recognition of our union continues to make me feel like a second-class citizen here at home, however.

- 10. Because our marriage is not recognized in Pennsylvania, we have gone to considerable expense to have an attorney prepare wills, health care powers of attorney, and financial powers of attorney, to try to establish some of the protections that married couples have by default. Redacted copies of these documents, produced in this litigation as CATTERLOBUR000007 and 23, 17 and 33, and 10 and 26, are attached hereto as Exhibits PX-25-G, PX-25-H, and PX-25-I, respectively. Even with the documents that we have, I worry that some of them might not be recognized in a time of crisis.
- 11. Marla and I are registered as "Domestic Partners" with the Commonwealth of Pennsylvania for purposes of obtaining family medical leave and health insurance benefits through our employment with the Commonwealth. But we are not "domestic partners"—we are spouses. Although we are married, our marriage certificate was not sufficient evidence of our relationship for purposes of establishing our "domestic partnership." Instead, unlike an opposite-sex married couple, we had to prove our relationship by showing the deed to our house as evidence of joint property, our driver's licenses showing a common address, and our powers of attorney, and the paperwork had to be notarized. True and correct copies of our domestic partnership verification forms, produced in this litigation as

CATTERLOBUR000004 and 126, are attached hereto as Exhibit PX-25-J. I found this to be unfair and demeaning.

- 12. I want us to be able to file our Pennsylvania income taxes as the married couple that we are. Checking the "Single" box feels like a lie, because we are married. Moreover, filing our taxes was particularly difficult this year. We were gratified to finally be able to file our federal income tax return jointly, as a married couple. But when our tax preparer began the state form, the software couldn't understand that we were married according to the federal form but not according to the state form. We went in endless loops for four hours that day, and it took another couple of weeks for our tax preparer to figure out how to file our Pennsylvania return.
- 13. If Marla or I were to die in Pennsylvania, where we live, I would want Marla's and my respective death certificates to reflect our status as married and for the survivor to be listed as the surviving spouse on the other's death certificate. I understand that, because of Pennsylvania's refusal to recognize our marriage, I would not be listed as Marla's surviving spouse if she were to predecease me, and she would not be listed as my surviving spouse if I were to predecease her. This is yet another example of the Commonwealth disrespecting our relationship and our commitments to one another.

- 14. Pennsylvania's non-recognition of our marriage will have a serious financial effect when one of us dies. I understand that, if I pass away first, Marla will have to pay an inheritance tax to the Commonwealth in the amount of fifteen percent of the value of property transferred to her because the Commonwealth views us as legal strangers. If she passes away first, I will have to pay the tax. I understand from a financial advisor that our inheritance tax bill could be up to approximately \$50,000. Marla and I have paid hundreds of dollars each year to carry extra life insurance to cover the inheritance tax. If our marriage were recognized by Pennsylvania, I understand that the inheritance tax rate between us would be zero.
- 15. The fact that we have to fight for recognition of our marriage means that we can give fewer of our resources to other worthy causes. Rather than sign petitions and send letters to lawmakers about marriage equality, we have opened our checkbooks and given to the cause of marriage equality consistently for twenty years. Every time I wrote one of those checks, I wanted to cry, because that was additional money that I could then not afford to give to the food banks or rescue missions or humane organizations.
- 16. When Marla and I travel, we enjoy visiting places that recognize our marriage. For example, we recently visited the state of Washington where our marriage was recognized by entities as mundane as the car rental company. Marla

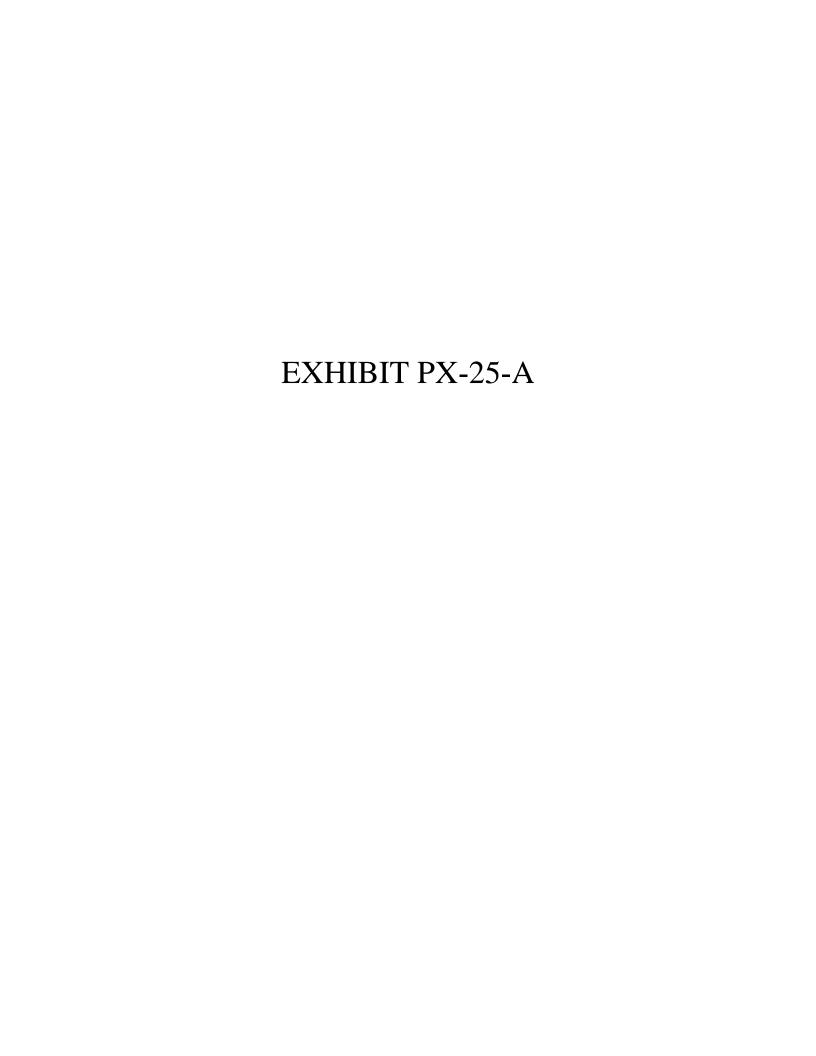
and I were just simply both able to drive the rental car—no extra fees, no extra paperwork. When our marriage is acknowledged like that when we travel, I feel joyful and free. I feel the loss of that freedom every time I return home to Pennsylvania.

17. I make this declaration from my own knowledge of the facts and circumstances set forth above. If necessary, I could and would testify to these facts and circumstances.

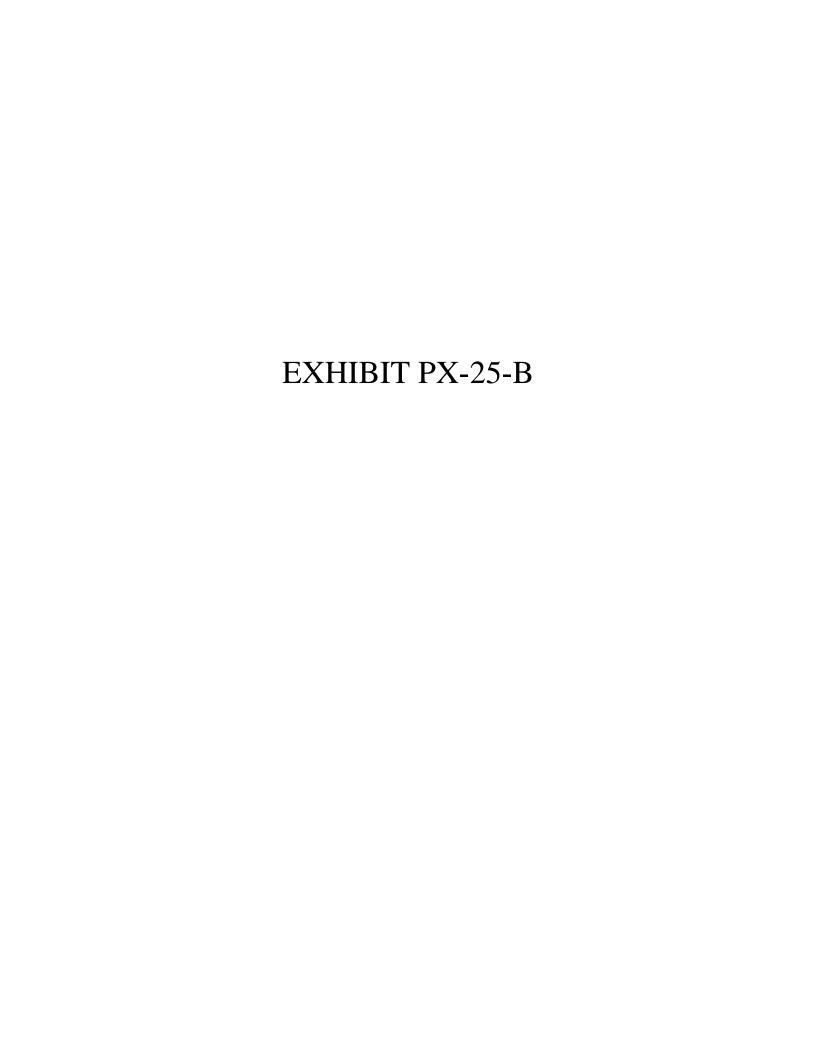
I declare under penalty of perjury that the foregoing is true and correct.

Executed on: April 15, 2014

Julia Lobur

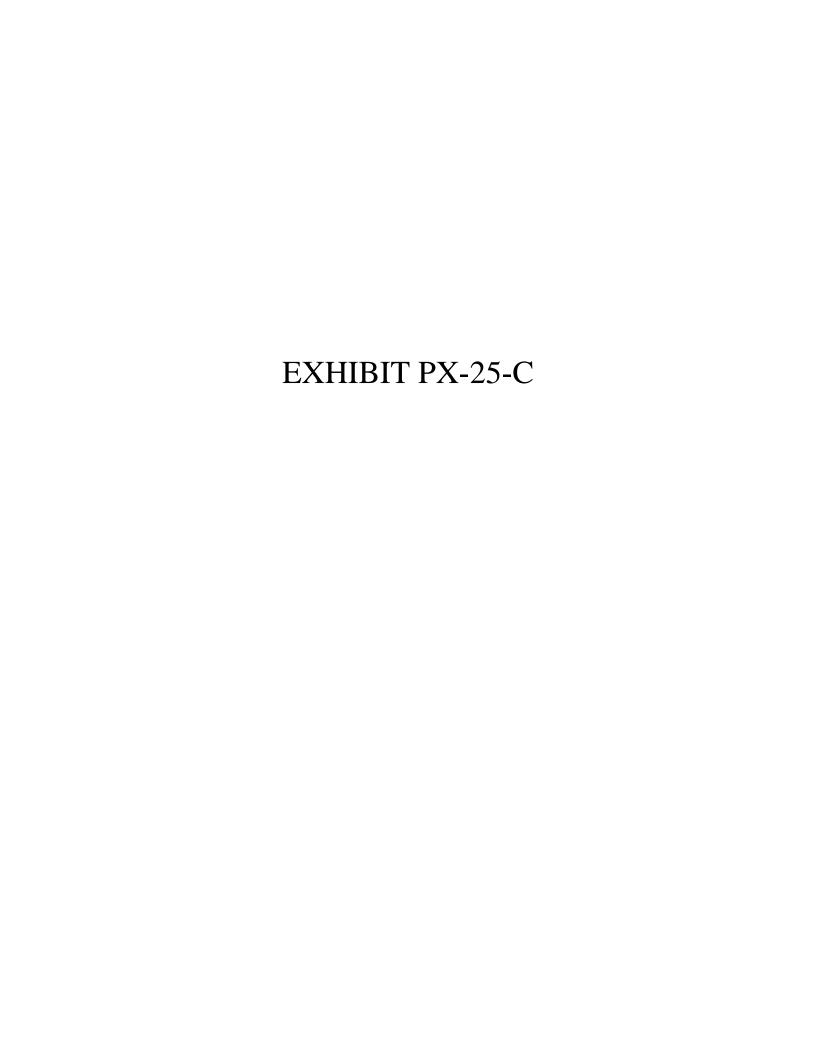




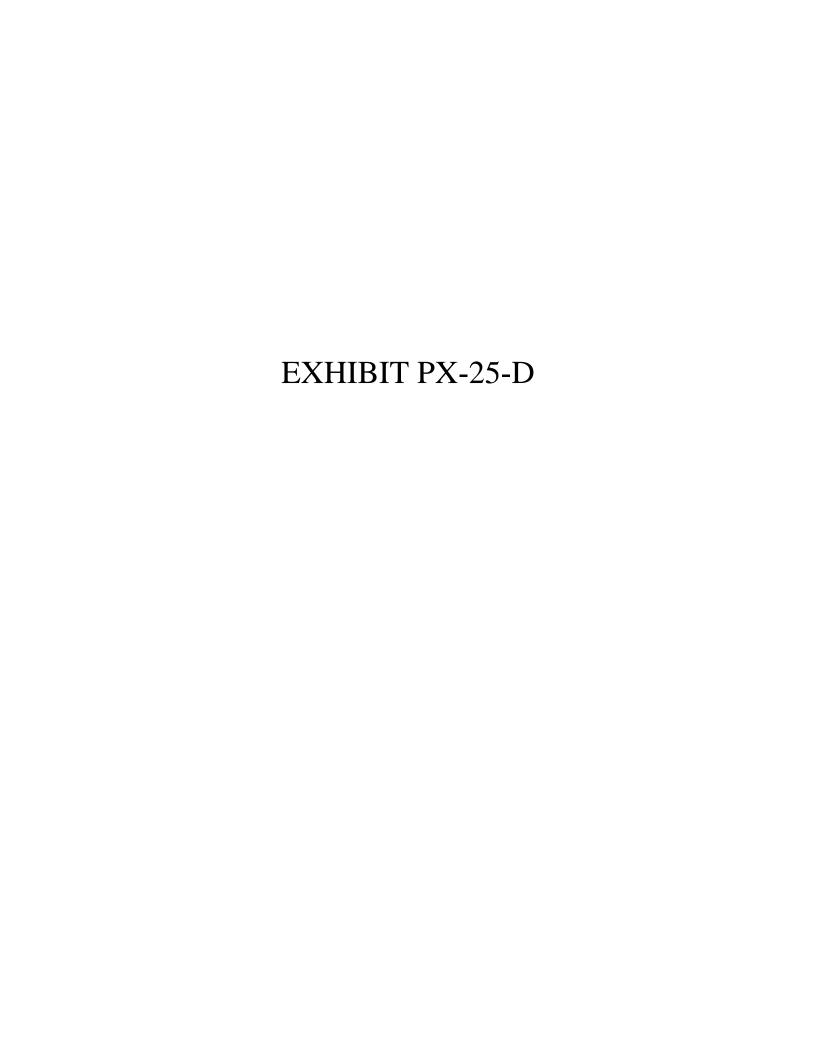




CATTERLOBUR000252







THIS DEED

RECEIVED RECORDERS OFFICE

DEC 31 2 26 PM '96

DAUPHIN COUNTY PENNA

made this 11th day of

December, 1996

BETWEEN

herein designated as GRANTOR(S),

AND

JULIA M. LOBUR, single person, & MARLA R. CATTERMOLE, single person,

herein designated as GRANTEE(S),

WITNESSETH, that in consideration of NINETY FIVE THOUSAND & 00/100------(\$95,000.00)------Dollar(s) in hand paid, the receipt whereof is hereby acknowledged, the said grantor(s) in hand paid, the receipt whereof is hereby acknowledged, the said grantor(s) in hand paid, the receipt whereof is hereby acknowledged, the said grantor(s) in hand paid, the receipt whereof is hereby acknowledged, the said grantor(s) in hand paid, the receipt whereof is hereby acknowledged, the said grantor(s) in hand paid, the receipt whereof is hereby acknowledged, the said grantor(s) in hand paid, the receipt whereof is hereby acknowledged, the said grantor(s) in hand paid, the receipt whereof is hereby acknowledged, the said grantor(s) in hand paid, the receipt whereof is hereby acknowledged, the said grantor(s) in hand paid, the receipt whereof is hereby acknowledged, the said grantor(s) in hand paid, the receipt whereof is hereby acknowledged, the said grantor(s) in hand paid, the receipt whereof is hereby acknowledged, the said grantor(s) in hand paid, the receipt whereof is hereby acknowledged, the said grantor(s) in hand paid, the receipt whereof is hereby acknowledged, the said grantor(s) in hand paid, the receipt whereof is hereby acknowledged, the said grantor(s) in hand paid, the receipt whereof is hereby acknowledged, the said grantor(s) in hand paid acknowledged, the said gran

ALL THAT CERTAIN piece or parcel of land, situate in Susquehanna Township, Dauphin County, Pennsylvania, more particularly bounded and described as follows, to wit:

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF REVENUE

REALTY
TRANSFER DECCHISE

PELITIFO

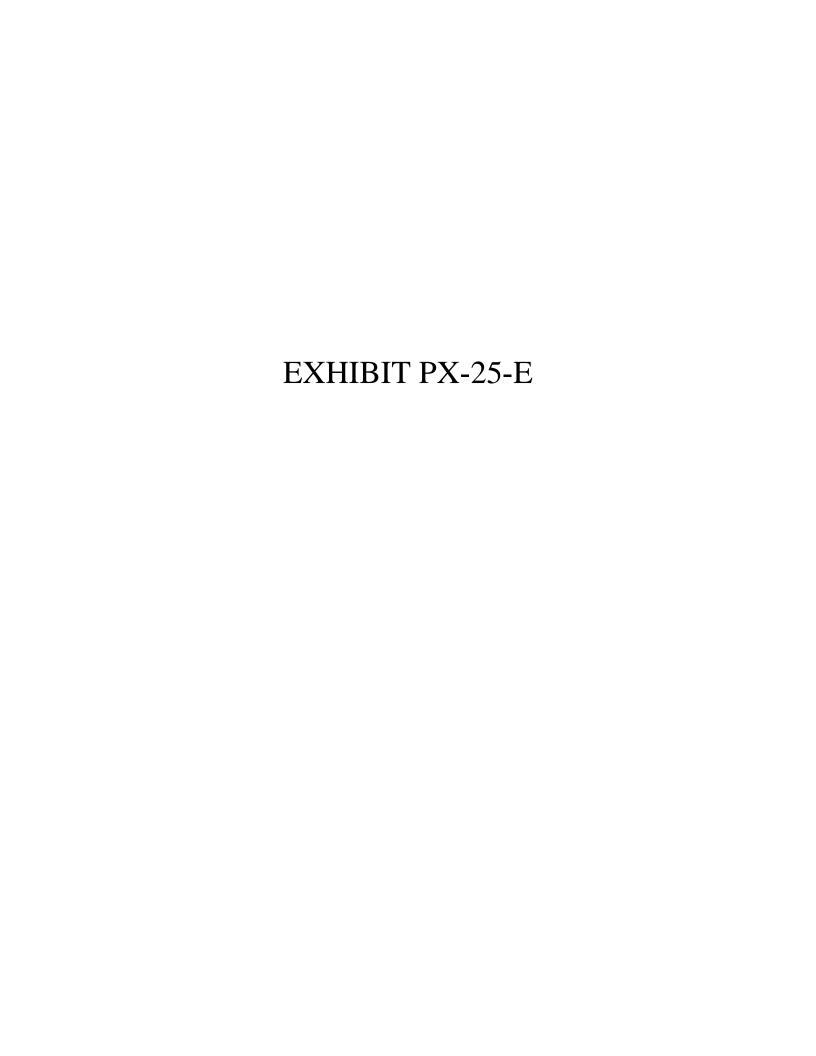
950.80

TOWNSHIP AND SCHOOL DISTRICT OF SUSQUENANNA DAUPHIN COUNTY, PENNSYLVANIA REAL ESTATE TRANSFER TAX

DATE 12-31-96 AMT. \$ 950.00

P. Sulling Space Collection Agent

AND the said grantor(s) hereby warrant SPECIALLY the property hereby conveyed. IN WITNESS WHEREOF, said grantor(s) have hereunto set their hand and seal(s) the day and year first above written. SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF VIRGINIA D. JORDAN MY COMMISSION # CC 57589 EXPIRES: August 11, 2000 nded Thru Notary Public Underw CERTIFY that this document is CERT IN THE LINE OF DAUPIN DENNSY in the Recorder's Office of County, Pennsylvenia. Thilip Space Philip Spasett Recituer of Deeds STATE OF FLORIDA \ss: COUNTY OF Browniard On this, the / # day of DECEMBER 1996, before me the undersigned officer, personally appeared known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained. IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal. Jugust 11, 2008 I HEREBY CERTIFY, that the precise address of the grantee(s) herein is



STATE OF IOWA

County Record

U 049 CERTIFICATE OF MARRIAGE

Marriage Ceremony Performed in the State of Iowa

| | COUNTY: Carroll | COUNTY: CAITOII NOWA DEPARTMENT OF PUBLIC HEALTH | | | | | | | |
|--------|---|--|--|--|--|--|--|--|--|
| | NUMBER: 16899 | 10 | The second secon | STATE FILE NUMBER | | | | | |
| | | DIACE | | LAST NAME PRIOR TO ANY MARRIAGE | | | | | |
| ş | PARTY A - NAME BEFORE MARRIAGE FIRST MIDDLE | | LAST | | | | | | |
| Spause | Narla Rae | | Cattermole | _{1b.} Cattermole | | | | | |
| × | PARTY A - NAME AFTER MARRIAGE FIRST MIDDLE | | LAST | | | | | | |
| Grocm | _{1c.} Marla | Rae | Cattermole | | | | | | |
| Ö | RESIDENCE - STATE RESIDENCE - COUNTY | | RESIDENCE - CITY, TOWN, OR LOCATION | į | | | | | |
| | _{ka} Pennsylvania _{kb.} Dauphin | | _{pc.} Harrisburg, PA | | | | | | |
| | STATE OF BIRTH (IF NOT IN U.S.A. NAME COUNTRY) | | DATE OF BIRTH (MONTH, DAY, YEAR) | GENDER | | | | | |
| Bride | _{s.} lowa | | 48. | _{иь.} Female | | | | | |
| | FATHER CURRENT NAME | | MOTHER - NAME PRIOR TO ANY MARRIAGE Donna Rae | | | | | | |
| | _{s.} Marlin L Cattermole | | _{B.} Donna Rae | LAST NAME PRIOR TO ANY MARRIAGE | | | | | |
| 8 | PARTY B - NAME BEFORE MARRIAGE FIRST MIDDLE | | LAST | LAST NAME PRIOR TO AIRT MARRIAGE | | | | | |
| Spouse | Julia | Marie | Lobur | _{76.} Lobur | | | | | |
| × | PARTY 8 - NAME AFTER MARK | NAGE | LAST | | | | | | |
| E | | | Lobur | | | | | | |
| Groom | 7c Julia Marie RESIDENCE - STATE RESIDENCE - COUNTY | | RESIDENCE - CITY, TOWN, OR LOCATION | | | | | | |
| Ğ | #1 <u>1</u> . | | _{Bc.} Harrisburg, PA | | | | | | |
| | Bb. Dauphin STATE OF BIRTH (FIN): NUBA NAME COUNTRY) | | DATE OF BIRTH (MONTH, DAY, YEAR) | GENDER | | | | | |
| agua a | | | 10a. | 18b. Female | | | | | |
| Ö | FATHER - CURRENT NAME | | MOTHER - NAME PRIOR TO ANY MARRIAGE | | | | | | |
| | 11. John Lobur | | 12. Anna J | | | | | | |
| | SIGNATURE OF PARTY A METE | R MARRIAGE) | SIGNATURE OF PARTY B (AFTER MARRIAGE) | DATE SIGNED (MONTH, DAY, YEAR) | | | | | |
| | 138. A. C. (A | | 136. ▶ Ju M X | 130. 6-23-2009 | | | | | |
| | I CENTRY THAT THE ABOVE HAMED MED PERSONS WERE MARRIED ON | ONTH DAY YEAR | PLACE OF MARRIAGE - COUNTY CITY, TOWN, OR LOCAT | ION INSIDE CITY LIMITS (SPECIFY YES OR NO) | | | | | |
| | 142. | 73-2009 | 14b. (2rm) 1 14c. (4riol) | 140. YO Y | | | | | |
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| | COUNTY REGISTRAR - SIGN | THRE . | DATE FILED | JUN 2 3 2009 | | | | | |
| | 17a. ► | acilyon Way | There it its | 001, 10 2000 | | | | | |
| | PLEASE PRINT NAMES OF: | DEFICIANT | heis Palting | | | | | | |
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| | E | | | | | | | | |
| | | SECOND WITNESS | marca Fr. Collette to the | | | | | | |

OFFICIAL STATE COPY

This is to certify that this is a true and correct reproduction of the original record as recorded in this office, issued under authority of Chapter 144, Code of Iowa.

This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

JUN 23 2009 DATE ISSUED

DATE ISSUED C 2865264

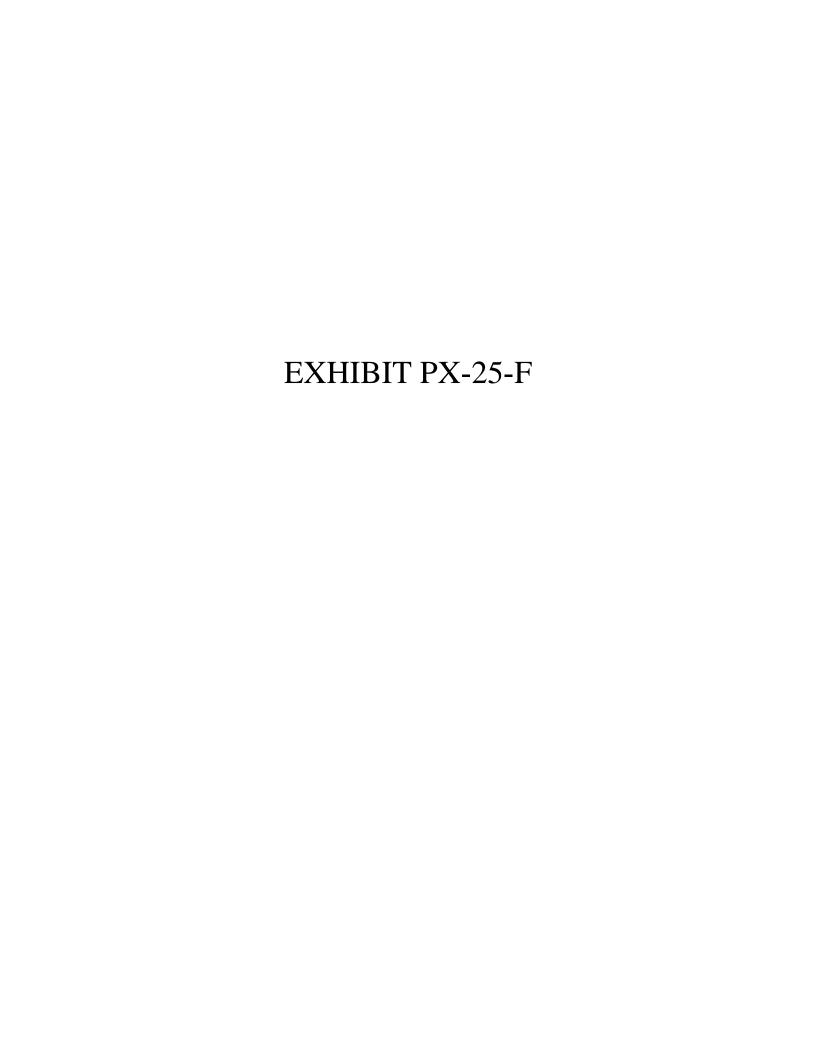
FORM #588-0328C (07/2007)

COUNTY REGISTRAR OF VITA RECORDER

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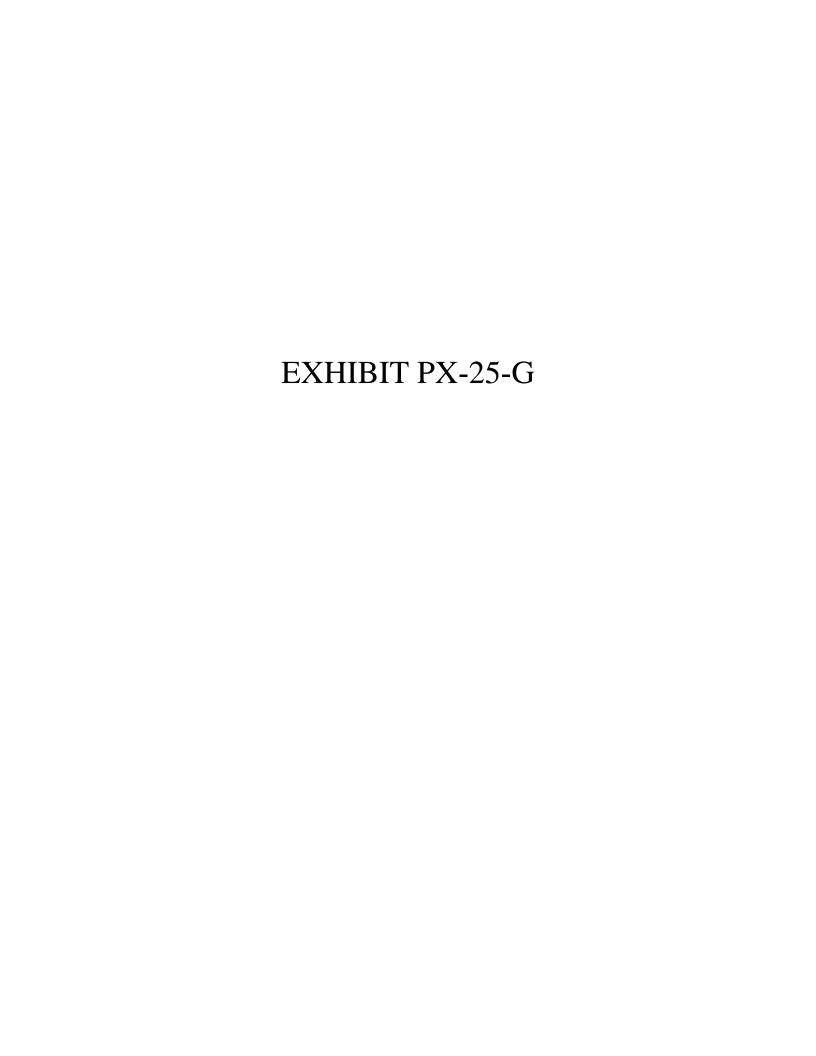
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WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY





CATTERLOBUR000249



LAST WILL AND TESTAMENT of

MARLA R. CATTERMOLE

I, Marla R. Cattermole, residing at Harrisburg, Dauphin County, Pennsylvania, being of sound mind and in the contemplation of the certainty of death, do hereby declare this instrument to be my last will and testament.

T

I hereby revoke all previous wills and codicils.

H.

I direct payment out of my estate of the expenses of my last illness if any, my funeral expenses, my debts not barred by the statute of limitations, and the expenses of administering my estate.

III.

I direct all federal, state, and other death taxes, payable because of my death, with respect to the property passing under this will, including interest or penalty which may be imposed thereon, shall be considered a part of the expense of the administration of my estate and shall be paid out of the residue of my estate before distribution of the residue is made, so that all residuary beneficiaries, whether charitable or otherwise, shall proportionately share in the payment of the same.

IV.

I direct that the disposition of my remains to be as follows: I direct that I wish to donate my organs/tissue and the remains are to be cremated. Julia M. Lobur shall have full control of my remains, ashes and any funeral burial, funeral, and memorial arrangements. In the event that Julia M. Lobur predeceases me, I wish to donate remains to science.

V.

In the event that Julia M. Lobur predeceases me, I give any cats that I may own, plus \$5,000.00 per cat for their care to

I give all the rest and residue of my estate to Julia M. Lobur, if she survives me by thirty (30) days. In the event that Julia M. Lobur does not survive me by thirty (30) days, then I give all the rest and residue of my estate to my siblings to share equally, per stirpes.

VI.

I appoint Julia M. Lobur to act as the executrix of this will and to serve without bond. In the event that Julia M. Lobur is unable or unwilling to serve, then I appoint act as the executrix of this will and to serve without bond.

I herewith affix my signature to this will on this the 19 day of Day 2011, at the Office of Miller Dixon and Drake, in the presence of the following witnesses, who witnessed and subscribed this will at my request, and in my presence.

Marla R. Cattermole

In our presence Marla R. Cattermole signed this and declared it to be her will, and now in her presence, and in the presence of each other, we sign as witnesses:

| Witness: Print: | Sign: | |
|--------------------|---------|--|
| Witness: Print: | Sign: _ | |

[*Self Proving Will Affidavit on following page (3)]

SELF PROVING WILL AFFIDAVIT

I herewith affix my signature to this will on this the 19 day of Aryst, 2011, at the Office of Miller Dixon and Drake, in the presence of the following witnesses, who witnessed and subscribed this will at my request, and in my presence.

Marla R. Cattermole

On the date above written, Marla R. Cattermole, well known to us declared to us, and in our presence, that this instrument, consisting of three (3) pages, including this Affidavit, is her last will and testament, and Marla R. Cattermole, then signed this instrument in our presence, and at Marla R. Cattermole's request we now sign this will as witnesses in each other's presence. Further that Marla R. Cattermole appeared to us to be of sound mind and lawful age, and under no undue influence.



IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public J

My Commission Expires: 12-9-13

NOTARIAL SEAL TRACI L MYERS Notary Public HARRISBURG CITY, DAUPHIN CNTY My Commission Expires Dec 9, 2013

LAST WILL AND TESTAMENT of

JULIA M. LOBUR

I, Julia M. Lobur, residing at Harrisburg, Dauphin County, Pennsylvania, being of sound mind and in the contemplation of the certainty of death, do hereby declare this instrument to be my last will and testament.

I.

I hereby revoke all previous wills and codicils.

11.

I direct payment out of my estate of the expenses of my last illness if any, my funeral expenses, my debts not barred by the statute of limitations, and the expenses of administering my estate.

III.

I direct all federal, state, and other death taxes, payable because of my death, with respect to the property passing under this will, including interest or penalty which may be imposed thereon, shall be considered a part of the expense of the administration of my estate and shall be paid out of the residue of my estate before distribution of the residue is made, so that all residuary beneficiaries, whether charitable or otherwise, shall proportionately share in the payment of the same.

IV.

I direct that the disposition of my remains to be as follows: I direct that I wish to donate my organs/tissue and the remains are to be cremated. Marla R. Cattermole shall have full control of my remains, ashes and any funeral burial, funeral, and memorial arrangements.

V.

I give any of my copyrights to the book, Essentials of Computer Organization and Architecture, that I may own at the time of my death, to

In the event that Marla Cattermole predeceases me, I give any cats that I may own, plus \$5,000.00 per cat for their care to

I give all the rest and residue of my estate, including any royalties that are legally mine, to Marla R. Cattermole, if she survives me by thirty (30) days. In the event that Marla R. Cattermole does not survive me by thirty (30) days then I leave all the rest and residue of my estate to

| In the event that Marla R. Cattermole and | do not survive me by thirty (30) |
|---|---|
| days, then I give all the rest and residue of my esta | te to the Central Pennsylvania Food Bank. |
| | |

VI.

I appoint Marla R. Cattermole to act as the executrix of this will and to serve without bond. In the event that Marla R. Cattermole is unable or unwilling to serve, then I appoint to act as the executrix of this will and to serve without bond.

I herewith affix my signature to this will on this the 9th day of August 2011, at the Law Office of Derek J. Cordier, in the presence of the following witnesses, who witnessed and subscribed this will at my request, and in my presence.

Julia M. Lobur

In our presence Julia M. Lobur signed this and declared it to be her will, and now in her presence, and in the presence of each other, we sign as witnesses:

| Witness: Print: | Sign: _ | |
|-----------------|---------|--|
| Witness: Print: | Sign: _ | |

[*Self Proving Will Affidavit on following page (3)]

SELF PROVING WILL AFFIDAVIT

I herewith affix my signature to this will on this the 9th day of August, 2011, at the Law Office of Derek J. Cordier, in the presence of the following witnesses, who witnessed and subscribed this will at my request, and in my presence.

On the date above written, Julia M. Lobur, well known to us declared to us, and in our presence, that this instrument, consisting of three (3) pages, including this Affidavit, is her last will and testament, and Julia M. Lobur, then signed this instrument in our presence, and at Julia M. Lobur's request we now sign this will as witnesses in each other's presence. Further that Julia M. Lobur appeared to us to be of sound mind and lawful age, and under no undue influence.



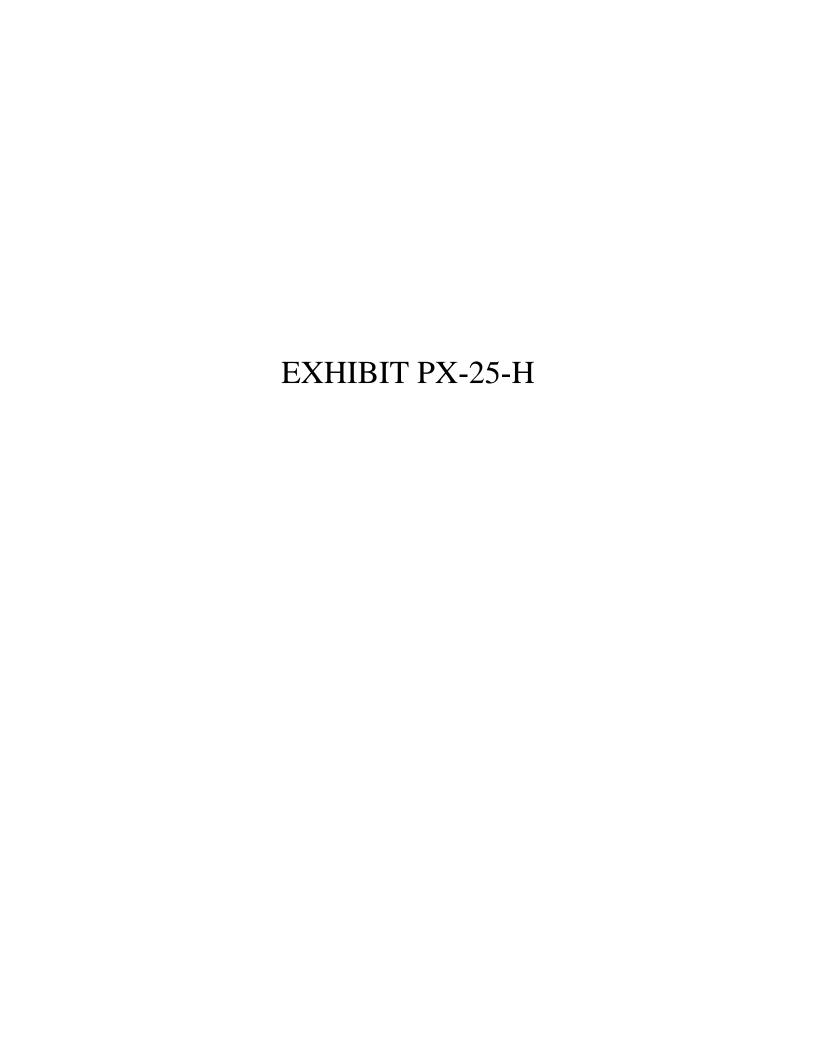
IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Derek J. Cordier, Notary Public City of Harrisburg, Dauphin County My Commission Expires Feb. 14, 2013



ADVANCED MEDICAL DIRECTIVE (LIVING WILL) AND MEDICAL POWER OF ATTORNEY OF MARLA R. CATTERMOLE

I. MEDICAL POWER OF ATTORNEY

- I, Marla R. Cattermole, of Harrisburg, Dauphin County, Pennsylvania, hereby appoint the person or persons named below to be my health care agent and to make health and personal care decisions for me when I am unable.
 - 1. Access to medical information. To request review, and receive any oral, written and/or confidential information regarding my physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required in order to obtain this information and have the same rights and limitations to such information as the principle to request, examine, copy, and consent or refuse to consent to the disclosure of medical or other health care information. Further, in the case of procedures for which informed consent is required under section 504 of the act of March 20, 2002 (P.L. 154, No. 13) known as the Medical Care Availability and Reduction of Error Act, the information shall include the information required to be disclosed under the act. Further, I hereby direct that the disposition of my remains shall be as follows: I direct that I wish to donate my organs/tissue and the remains are to be cremated, further that Julia M. Lobur shall have full control of my remains and any burial, funeral and/or memorial arrangements.
 - 2. <u>Medical procedures</u>. To authorize medical and surgical procedures upon me and gather information on the principle's prognosis and acceptable medical alternatives regarding diagnosis, treatments, and supportive care.
 - 3. <u>Employ and discharge others.</u> To employ and discharge physicians, psychiatrists, dentists, nurses, therapists, and other professionals as my health care agent deems necessary for my physical, mental, emotional well-being; and to pay them reasonable compensation.
 - 4. <u>Placement in an institution</u>. To take charge of my person in case of illness or disability of any kind; to authorize my admission to medical, nursing, residential or similar facility, and to enter into agreements for my care: and to remove and place me in such institutions or places as my health care agent may deem best for my personal care, comfort, benefit, and safety after giving consideration to any wishes I have previously expressed on this subject.

- 5. Consent, or refuse consent, to my psychiatric care. To arrange for treatment of any problem or disorder; to arrange for private psychiatric and psychological treatment for me whenever two independent licensed psychiatrists who have examined me, certify I am in immediate need of hospitalization because of mental disorders, alcoholism, or drug abuse; to refuse consent for any such hospitalization, institutionalization, and private psychiatric and psychological care; and to revoke, modify, withdraw, or change any consent to such hospitalization, institutionalization, and private treatment which I or my health care agent may have given at an earlier time.
- 6. Provide relief from pain. To consent to and arrange for the administration of pain-relieving drugs of any type, or other surgical or medical procedures calculated to relieve my pain even though their use may lead to permanent physical damage, addiction, or even hasten the moment of (but not intentionally cause) my death. My health care agent may also consent to and arrange for unconventional pain-relief therapies such as biofeedback, guided imagery, relaxation therapy, acupuncture, skin stimulation, or cutaneous stimulation, and other therapies which I or my health care agent believes may be helpful to me.
- 7. Protect rights of privacy. To exercise my right to privacy to make decisions regarding my medical treatment and my right to be left alone even though the exercise of my right might hasten death or be against conventional medical advice. My health care agent may take appropriate legal action, if necessary in my health care agent's judgment, to enforce my right in this regard.
- 8. Provide for companionship. With a view to meeting my needs for companionship at a time when I am disabled or otherwise unable to arrange for that companionship myself, and with my health care agent's knowledge of my needs, to arrange for such companionship for me as will respect my dignity and meet my needs and preferences shall seek to communicate my wishes in this regard to my health care agent from time to time, but if necessary, my health care agent may rely upon previously expressed wishes in fulfilling this responsibility.
- 9. Provide for recreational and sports activities, and for travel. To arrange for opportunities for me to engage in recreational and sports activities, including travel, as my health permits. I shall seek to communicate my wishes in this regard from time to time, but if necessary, my health care agent may rely upon previously expressed preferences in fulfilling, this responsibility.
- 10. <u>Arrange services</u>. To make advance arrangements for whatever services may be required after my death including memorial services and such other related arrangements, as my health care agent deems advisable. I shall seek to communicate my wishes with respect to these matters and my health care agent should rely upon such wishes in exercising this power.
- 11. Execute documents and enter into contracts in implementation of the above powers. To sign, execute, deliver, acknowledge, and make declarations in any document or documents that may be necessary, desirable, convenient, or proper in order to exercise any

of the aforementioned powers, and to enter into contracts in the exercise of any such powers.

- 12. <u>General</u>. To do all things which my health care agent shall deem proper in order to carry out any of the foregoing enumerated powers and to carry out any other matters involving my medical or health concerns. The descriptive headings of this power of health care agent are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.
- 13. <u>Ratification</u>. I hereby ratify and confirm all that my health care agent shall lawfully do or cause to be done by virtue hereof.
- 14. <u>Third party reliance</u>. For the purposes of inducing any physician, hospital, or other party to act in accordance with the powers granted in this document, I hereby represent, warrant, and agree that:
 - a. If this document is revoked or amended for any reason, I and my estate will hold such party or parties harmless from any loss suffered, or liability incurred, by such party or parties in acting in accordance with this document prior to that party's receipt of written notice of any such termination or amendment.
 - b. The powers conferred on my health care agent by this document may be exercised by my health care agent alone and my health care agent's signature or act under the authority granted in this document may, 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.
 - c. No person who acts in reliance upon any representation my health care agent may make regarding the scope of authority granted under this document shall incur any liability to me or my estate for permitting my health care agent to exercise any such power.
 - d. All third parties for whom my health care agent may request information regarding my health are hereby authorized and directed to provide such information to my health care agent without limitation and are released from any legal liability whatsoever to me or my estate for complying with my health care agent's requests. With specific reference to medical information, including information about my mental condition, I am hereby authorizing in advance all physicians and psychiatrists who have treated me, and all other providers of health care, including hospital, to release to my health care agent all information and photocopies of any records which my health care agent may request. If I have the capacity to confirm this authorization at the time of the request, third parties may seek such confirmation from me if they so desire. If I do not have the capacity to make such a confirmation, all physicians, hospitals, and other health care providers are hereby authorized to treat my health care agent's request as that of a legal representative of an incompetent patient and to honor such requests on that basis. I hereby waive all privileges that may be applicable to such information and records, and to any communication pertaining to me and made in the course of a lawyer-client,

physician patient, psychiatrist-patient, clergyman-penitent, or sexual assault victim-counselor relationship.

- e. My health care agent shall have the right to seek appropriate court orders mandating acts that my health care agent deems appropriate if a third party refuses to comply with action taken by my health care agent that is authorized by this document, or enjoining acts by third parties that my health care agent has not authorized. In addition, my health care agent may bring legal action against any third party who fails to comply. Further, I have authorized my health care agent to take and demand damages, including punitive damages, on my behalf for such noncompliance.
- 15. Reliance of power. This power may be accepted and relied upon by anyone to whom it is presented until such person either receives written notice of revocation by me or by a court appointed guardian of my person.
- 16. Effect of my disability. This power of health care agent shall not be affected by my disability.
- 17. <u>Governing law.</u> This power of health care agent shall be governed by and interpreted in accordance with the Laws of the State of Pennsylvania.

Name and address of health care agent:



Name and address of secondary health care agent, and only in the event that Julia M. Lobur is unable or unwilling to serve:



II. ADVANCED MEDICAL DIRECTIVE (LIVING WILL)

TO MY FAMILY, MY PHYSICIAN, AND TO ANY OTHERS CONCERNED:

If the time comes when I can no longer take part in decisions for my own future, let this statement stand as the testament of my wishes:



I want to designate another person as my surrogate to make medical treatment decisions for me if I should be incompetent and in terminal condition or in a state of permanent unconsciousness.

I designate my health care agent named in my Medical Power of Attorney (Part I) as my health care agent to make medical treatment decisions for me if I should become incompetent and/or in a terminal condition or in a state of permanent unconsciousness.

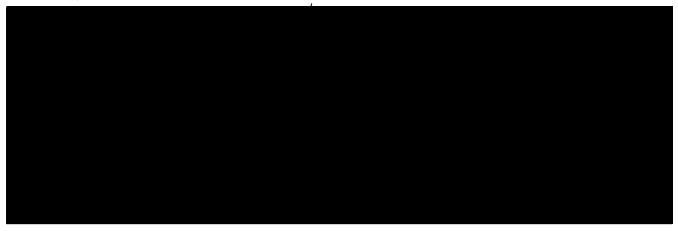
I made this declaration the 9th day of August, 2011.

Signature:

Marla R. Cattermole

We, the undersigned and witnesses, respectively, whose names are signed to the attached foregoing instrument and consisting of six (6) pages, being duly sworn, do hereby declare this instrument to be the ADVANCED MEDICAL DIRECTIVE (LIVING WILL) and MEDICAL POWER OF ATTORNEY of Marla R. Cattermole and that Marla R. Cattermole has signed willingly or willingly directed another to sign for them, and Marla R. Cattermole executed it as a free and voluntary act for the purposes therein expressed and that each of the witnesses, in the presence and hearing of the undersigned, signed the ADVANCED MEDICAL DIRECTIVE (LIVING WILL) AND MEDICAL POWER OF ATTORNEY at witness and that to the best of their knowledge, the undersigned was at the time eighteen (18) years of age or older, of sound mind and under no constraint or undue influence.

Witness:



IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Derek J. Cordier, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires Feb. 14, 2013

ADVANCED MEDICAL DIRECTIVE (LIVING WILL) AND MEDICAL POWER OF ATTORNEY OF JULIA M. LOBUR

I. MEDICAL POWER OF ATTORNEY

I, Julia M. Lobur, of Harrisburg, Dauphin County, Pennsylvania, hereby appoint the person or persons named below to be my health care agent and to make health and personal care decisions for me when I am unable.

- 1. Access to medical information. To request review, and receive any oral, written and/or confidential information regarding my physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required in order to obtain this information and have the same rights and limitations to such information as the principle to request, examine, copy, and consent or refuse to consent to the disclosure of medical or other health care information. Further, in the case of procedures for which informed consent is required under section 504 of the act of March 20, 2002 (P.L. 154, No. 13) known as the Medical Care Availability and Reduction of Error Act, the information shall include the information required to be disclosed under the act. Further, I hereby direct that the disposition of my remains shall be as follows: I direct that I wish to donate my organs/tissue and the remains are to be cremated, further that Marla R. Cattermole shall have full control of my remains and any burial, funeral and/or memorial arrangements.
- 2. <u>Medical procedures</u>. To authorize medical and surgical procedures upon me and gather information on the principle's prognosis and acceptable medical alternatives regarding diagnosis, treatments, and supportive care.
- 3. <u>Employ and discharge others.</u> To employ and discharge physicians, psychiatrists, dentists, nurses, therapists, and other professionals as my health care agent deems necessary for my physical, mental, emotional well-being; and to pay them reasonable compensation.
- 4. <u>Placement in an institution</u>. To take charge of my person in case of illness or disability of any kind; to authorize my admission to medical, nursing, residential or similar facility, and to enter into agreements for my care: and to remove and place me in such institutions or places as my health care agent may deem best for my personal care, comfort, benefit, and safety after giving consideration to any wishes I have previously expressed on this subject.
- 5. Consent, or refuse consent, to my psychiatric care. To arrange for treatment of any problem or disorder; to arrange for private psychiatric and psychological treatment for me

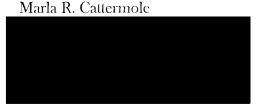
whenever two independent licensed psychiatrists who have examined me, certify I am in immediate need of hospitalization because of mental disorders, alcoholism, or drug abuse; to refuse consent for any such hospitalization, institutionalization, and private psychiatric and psychological care; and to revoke, modify, withdraw, or change any consent to such hospitalization, institutionalization, and private treatment which I or my health care agent may have given at an earlier time.

- 6. Provide relief from pain. To consent to and arrange for the administration of pain-relieving drugs of any type, or other surgical or medical procedures calculated to relieve my pain even though their use may lead to permanent physical damage, addiction, or even hasten the moment of (but not intentionally cause) my death. My health care agent may also consent to and arrange for unconventional pain-relief therapies such as biofeedback, guided imagery, relaxation therapy, acupuncture, skin stimulation, or cutaneous stimulation, and other therapies which I or my health care agent believes may be helpful to me.
- 7. Protect rights of privacy. To exercise my right to privacy to make decisions regarding my medical treatment and my right to be left alone even though the exercise of my right might hasten death or be against conventional medical advice. My health care agent may take appropriate legal action, if necessary in my health care agent's judgment, to enforce my right in this regard.
- 8. Provide for companionship. With a view to meeting my needs for companionship at a time when I am disabled or otherwise unable to arrange for that companionship myself, and with my health care agent's knowledge of my needs, to arrange for such companionship for me as will respect my dignity and meet my needs and preferences shall seek to communicate my wishes in this regard to my health care agent from time to time, but if necessary, my health care agent may rely upon previously expressed wishes in fulfilling this responsibility.
- 9. Provide for recreational and sports activities, and for travel. To arrange for opportunities for me to engage in recreational and sports activities, including travel, as my health permits. I shall seek to communicate my wishes in this regard from time to time, but if necessary, my health care agent may rely upon previously expressed preferences in fulfilling, this responsibility.
- 10. <u>Arrange services</u>. To make advance arrangements for whatever services may be required after my death including memorial services and such other related arrangements, as my health care agent deems advisable. I shall seek to communicate my wishes with respect to these matters and my health care agent should rely upon such wishes in exercising this power.
- 11. Execute documents and enter into contracts in implementation of the above powers. To sign, execute, deliver, acknowledge, and make declarations in any document or documents that may be necessary, desirable, convenient, or proper in order to exercise any of the aforementioned powers, and to enter into contracts in the exercise of any such powers.

- 12. <u>General</u>. To do all things which my health care agent shall deem proper in order to carry out any of the foregoing enumerated powers and to carry out any other matters involving my medical or health concerns. The descriptive headings of this power of health care agent are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.
- 13. <u>Ratification.</u> I hereby ratify and confirm all that my health care agent shall lawfully do or cause to be done by virtue hereof.
- 14. <u>Third party reliance</u>. For the purposes of inducing any physician, hospital, or other party to act in accordance with the powers granted in this document, I hereby represent, warrant, and agree that:
 - a. If this document is revoked or amended for any reason, I and my estate will hold such party or parties harmless from any loss suffered, or liability incurred, by such party or parties in acting in accordance with this document prior to that party's receipt of written notice of any such termination or amendment.
 - b. The powers conferred on my health care agent by this document may be exercised by my health care agent alone and my health care agent's signature or act under the authority granted in this document may, 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.
 - c. No person who acts in reliance upon any representation my health care agent may make regarding the scope of authority granted under this document shall incur any liability to me or my estate for permitting my health care agent to exercise any such power.
 - d. All third parties for whom my health care agent may request information regarding my health are hereby authorized and directed to provide such information to my health care agent without limitation and are released from any legal liability whatsoever to me or my estate for complying with my health care agent's requests. With specific reference to medical information, including information about my mental condition, I am hereby authorizing in advance all physicians and psychiatrists who have treated me, and all other providers of health care, including hospital, to release to my health care agent all information and photocopies of any records which my health care agent may request. If I have the capacity to confirm this authorization at the time of the request, third parties may seek such confirmation from me if they so desire. If I do not have the capacity to make such a confirmation, all physicians, hospitals, and other health care providers are hereby authorized to treat my health care agent's request as that of a legal representative of an incompetent patient and to honor such requests on that basis. I hereby waive all privileges that may be applicable to such information and records, and to any communication pertaining to me and made in the course of a lawyer-client, physician patient, psychiatrist-patient, clergyman-penitent, or sexual assault victimcounselor relationship.

- e. My health care agent shall have the right to seek appropriate court orders mandating acts that my health care agent deems appropriate if a third party refuses to comply with action taken by my health care agent that is authorized by this document, or enjoining acts by third parties that my health care agent has not authorized. In addition, my health care agent may bring legal action against any third party who fails to comply. Further, I have authorized my health care agent to take and demand damages, including punitive damages, on my behalf for such noncompliance.
- 15. <u>Reliance of power.</u> This power may be accepted and relied upon by anyone to whom it is presented until such person either receives written notice of revocation by me or by a court appointed guardian of my person.
- 16. <u>Effect of my disability</u>. This power of health care agent shall not be affected by my disability.
- 17. <u>Governing law.</u> This power of health care agent shall be governed by and interpreted in accordance with the Laws of the State of Pennsylvania.

Name and address of health care agent:



Name and address of secondary health care agent, and only in the event that Marla R. Cattermole is unable or unwilling to serve:

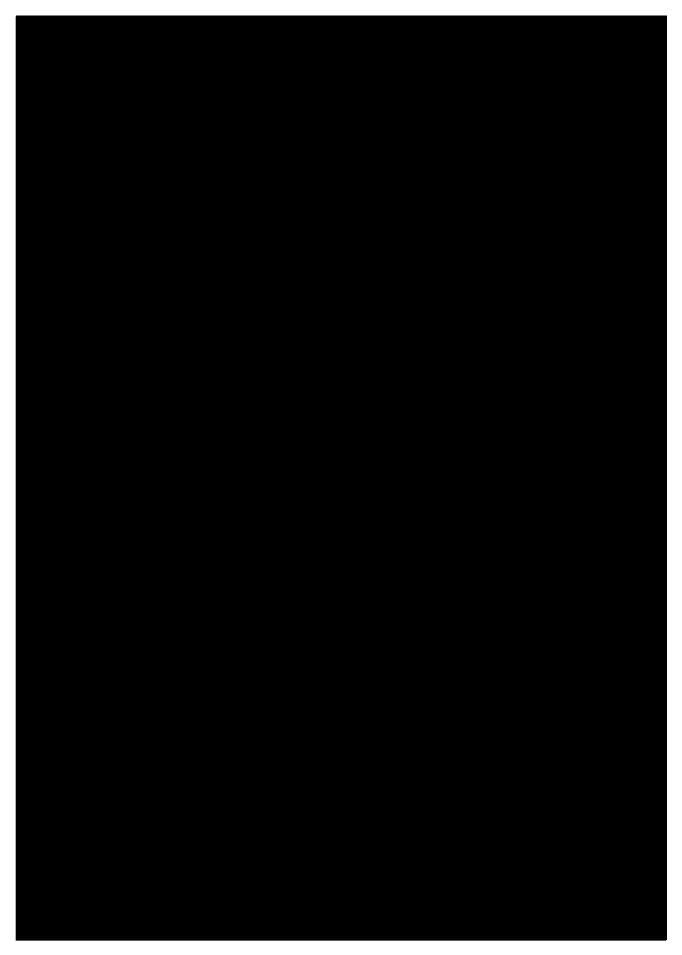


II. ADVANCED MEDICAL DIRECTIVE (LIVING WILL)

TO MY FAMILY, MY PHYSICIAN, AND TO ANY OTHERS CONCERNED:

If the time comes when I can no longer take part in decisions for my own future, let this statement stand as the testament of my wishes:





I designate my health care agent named in my Medical Power of Attorney (Part I) as my health care agent to make medical treatment decisions for me if I should become incompetent and/or in a terminal condition or in a state of permanent unconsciousness.

I made this declaration the 9th day of August, 2011.

Signature: 4 m 1

Julia M. Lobur

We, the undersigned and witnesses, respectively, whose names are signed to the attached foregoing instrument and consisting of six (6) pages, being duly sworn, do hereby declare this instrument to be the ADVANCED MEDICAL DIRECTIVE (LIVING WILL) and MEDICAL POWER OF ATTORNEY of Julia M. Lobur and that Julia M. Lobur has signed willingly or willingly directed another to sign for them, and Julia M. Lobur executed it as a free and voluntary act for the purposes therein expressed and that each of the witnesses, in the presence and hearing of the undersigned, signed the ADVANCED MEDICAL DIRECTIVE (LIVING WILL) AND MEDICAL POWER OF ATTORNEY at witness and that to the best of their knowledge, the undersigned was at the time eighteen (18) years of age or older, of sound mind and under no constraint or undue influence.

Witness:

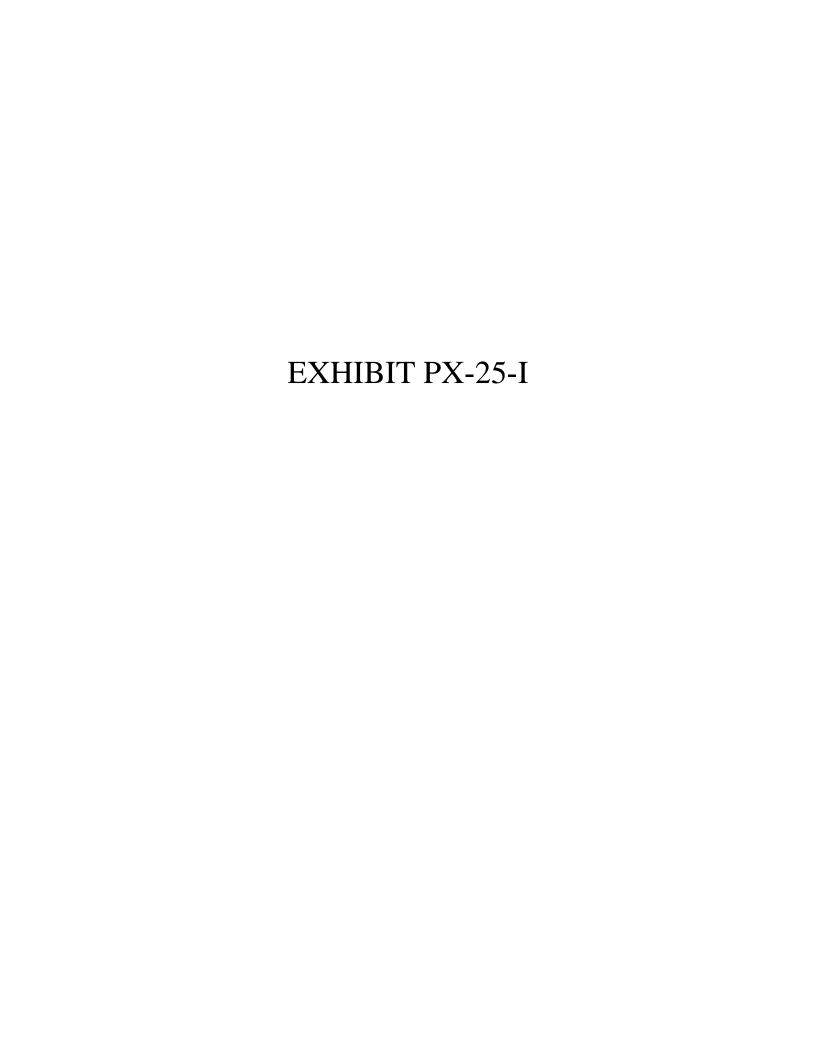
WHEREOF I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Derek J. Cordier, Notary Public City of Harrisburg, Dauphin County My Commission Expires Feb. 14, 2013



GENERAL POWER OF ATTORNEY OF MARLA R. CATTERMOLE

NOTICE

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.

THIS POWER OF ATTORNEY DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT WHEN POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS POWER OF ATTORNEY.

YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.

YOUR AGENT MUST KEEP YOUR FUNDS SEPARATE FROM YOUR AGENT'S FUNDS.

A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.

THE POWERS AND DUTIES OF AN AGENT UNDER A POWER OF ATTORNEY ARE EXPLAINED MORE FULLY IN 20 PA.C.S. CH. 56.

IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER OF YOUR OWN CHOOSING TO EXPLAIN IT TO YOU.

I HAVE READ OR HAD EXPLAINED TO ME THIS NOTICE AND I UNDERSTAND ITS CONTENTS.

Marla R. Cattermole

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ACKNOWLEDGMENT EXECUTED BY AGENT

I, JULIA M. LOBUR, HAVE READ THE ATTACHED POWER OF ATTORNEY AND AM THE PERSON IDENTIFIED AS THE AGENT FOR THE PRINCIPAL. I HEREBY ACKNOWLEDGE THAT IN THE ABSENCE OF A SPECIFIC PROVISION TO THE CONTRARY IN THE POWER OF ATTORNEY OR IN 20 PA.C.S. WHEN I ACT AS AGENT:

I SHALL EXERCISE THE POWERS FOR THE BENEFIT OF THE PRINCIPAL.

I SHALL KEEP THE ASSETS OF THE PRINCIPAL SEPARATE FROM MY ASSETS.

I SHALL EXERCISE REASONABLE CAUTION AND PRUDENCE.

I SHALL KEEP A FULL AND ACCURATE RECORD OF ALL ACTIONS, RECEIPTS AND DISBURSEMENTS ON BEHALF OF THE PRINCIPAL.

 Lut
 Aug 9, 2011

 Julia M. Lobur
 (Date)

GENERAL POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Marla R. Cattermole of Harrisburg, Dauphin County, Pennsylvania, hereby revoke any general power of attorney that I have heretofore given to any person and do hereby appoint Julia M. Lobur (hereinafter my Attorney) as my true and lawful attorney for me and on my behalf to perform all such acts as my Attorney in my Attorney's absolute discretion may deem advisable, as fully as I could do if personally present.

<u>DURABLE POWER</u> POWER NOT AFFECTED BY DISABILITY

This Power of Attorney shall not be affected by my subsequent disability or incapacity.

GENERAL GRANT OF BROAD POWERS

My Attorney is hereby given the fullest possible powers to act on my behalf: to transact business, make, execute and acknowledge all agreements, contracts, orders, deeds, writings, assurances and instruments for any matter, with the same powers and for all purposes with the same validity as I could, if personally present.

SPECIFIC POWERS INCLUDED IN GENERAL POWER

Without limiting the general powers hereby already conferred, my Attorney shall have the following specific powers that are included in the foregoing general powers:

1. BANKING/FINANCIAL INSTITUTIONS: GENERAL FINANCIAL POWERS:

- (a) To deposit funds received for me in my accounts in such bank or trust company or other depository as my Attorney may select, either in my name or in my Attorney's name as attorney-in-fact.
- (b) To withdraw from and to draw any check or other draft against any moneys held for me at any bank, saving fund or other place of deposit, whether such account was created by me or by my Attorney.
- (c) To endorse notes, checks and other instruments which may require my endorsement.
- (d) To pay all debts now or hereafter incurred by me.
- (e) To borrow money and to mortgage or pledge any property, real or personal, now or hereafter owned by me as security therefor and to satisfy of record any indentures of mortgage now or hereafter standing in my name or acquired for my account.
- (f) To have access to any safe deposit box standing in my name Attorney's name for me, and to add to or remove the contents of such box; provided, however, my Attorney shall not use such box as a place in which to keep any personal property of my Attorney.
- (g) Generally, to transact any and all business for me with any bank, trust company or other depository.

2. STOCKS, BONDS, SECURITIES AND INVESTMENTS:

- (a) To sell, exchange, pledge, assign, transfer and deliver to any person, at my Attorney's discretion all or any part of any stocks, bonds, notes, mortgages, interests in partnerships or other securities, and any and all personal property standing in my name or belonging to me, or over which I may have any power of control. To make, execute and deliver on my behalf all necessary deeds, assignments or transfers.
- (b) To register any or all of my securities in my Attorney's name as attorney-in-fact for me.
- (c) To vote my securities in person or by proxy.

- (d) To transact all business in relation to any stocks, bonds, securities, or other property in the nature thereof; to deposit the same under agreements of deposit; to participate in any plan of lease, mortgage, merger, consolidation, change, reorganization, recapitalization, liquidation, receivership, or foreclosure with respect thereto; to exercise any rights to subscribe to new issues thereof; and generally to exercise all rights of management and ownership with respect thereto.
- (e) To invest in any form of property, all funds and securities held or received for my account, keeping such cash reserves as, in my Attorney's discretion, are necessary or desirable to meet conditions as they may exist from time to time. In the exercise of this power, my Attorney may invest in any variety of real and personal property as in my Attorney's discretion appears to be prudent investments, and my Attorney shall not be liable to me for any error of judgment in the making or continuing of any investment.

3. REAL ESTATE:

- (a) To sell, exchange, pledge, assign, transfer and deliver to any person, at my Attorney's discretion, all or any part of my real property, standing in my name or belonging to me, or over which I have any power or control.
- (b) To make, execute and deliver on my behalf all necessary deeds, assignments or transfers.
- (c) To operate real property, separately or jointly with others.
- (d) To lease for any term any real property and to vary the terms, including rent payable, of any lease.
- (e) To alter, repair, improve, mortgage, divide, exchange, join in the partition of, or give options with respect to, real property.
- (f) To buy in at judicial sale any property on which I hold a mortgage.
- (g) Generally to transact all business and to exercise all rights of management and ownership relating to real property.

4. CLAIMS, LAW SUITS, COMPROMISE AND MISCELLANEOUS POWERS:

(a) To demand, sue for, levy, collect, and give proper receipts for all sums of money or property now or which may hereafter become due me from any source whatsoever, including all estates or trusts, proceeds of insurance policies or other property of any kind whatsoever.

- (b) To join with other parties in the compromise or settlement of any claims.
- (c) To make, negotiate, sign and perform any and all agreements and contracts now in course of negotiation, execution and settlement by me, or which may hereafter in the opinion of my Attorney be to my interest or advantage; to effect, procure and continue insurance of any and every kind and description; and with full power and authority to manage any real and personal property and conduct my affairs generally.
- (d) To employ attorneys at law and such other agents, employees or representatives as my Attorney may think proper, and to pay any claims, fees, expenses, wages, demands or obligations for which I may now be or may hereafter become liable.

5. TAX MATTERS:

To prepare, execute and file in my behalf and in my name any and all income tax declarations and returns, and any other tax returns and reports (including, but not limited to, waivers of statutes of limitations and extensions), and to represent me before the Internal Revenue Service or Treasury Department and any state or local taxing authority with respect to any claim or proceeding having to do with my tax liabilities, federal, state or local, for any and all years.

6. POWER TO DELEGATE:

To substitute one or more attorney or attorneys under by Attorney, to carry out any of the general or specific powers hereby granted.

7. SPECIFIC AUTHORITY TO PURCHASE FLOWER BONDS:

To purchase United States Treasury flower bonds on my behalf and to borrow money as provided above for the purchase of such bonds.

8. SPECIFIC AUTHORITY TO MAKE UNLIMITED GIFTS:

I grant the power to make unlimited gifts to Julia M. Lobur, my attorney.

9. SPECIFIC FINANCIAL POWERS DEFINED BY STATUTE:

The following powers are granted pursuant to Chapter 56 of the Pennsylvania Probate Estates and Fiduciaries Code as further defined therein.

- (a) To make limited gifts. My Attorney may make gifts on my behalf to any donees and in such amounts as my Attorney may decide subject to the following:
 - (i) The class of permissible donees shall consist solely of my spouse, my children, my grandchildren and my great

- grandchildren (including my Attorney if my Attorney is a member of such class).
- (ii) During each calendar year, the gifts to each donee pursuant to this power shall have an aggregate value not in excess of Ten Thousand Dollars or such lesser (or greater) amount as, and shall be made in such amounts as, to qualify in their entirety for my annual exclusion from the Federal gift tax as provided in section 2503(b) of the Internal Revenue Code of 1986, as amended, without regard to section 2511(a) thereof (or any successor provision allowing gifts to be split with a spouse).
- (b) To create a trust for my benefit.
- (c) To make additions to an existing trust for my benefit.
- (d) To claim an elective share of the estate of my deceased spouse.
- (e) To disclaim any interest in property.
- (f) To renounce fiduciary positions.
- (g) To withdraw and receive the income or corpus of a trust.

DURATION OF POWER, RELIEF FROM LIABILITY, REVOCATION

- 1. This power shall not expire by reason of lapse of time.
- 2. I hereby ratify and confirm all that each Attorney acting hereunder shall do or cause to be done under this General Power of Attorney. I specifically direct that such Attorney shall not be subject to any liability by reason of any of such Attorney's decisions, acts or failures to act, all of which shall be conclusive and binding upon me, my personal representatives, heirs and assigns. Furthermore, except in the case of malfeasance of office, I agree to indemnify such Attorney, and hold such Attorney harmless, from all claims that may be made against such Attorney as a result of such Attorney's service hereunder and I hereby agree to reimburse such Attorney in the amount of any damages, costs and expense that may be incurred as a result of any such claim.
- 3. This Power of Attorney shall be revoked by my giving to such Attorney acting hereunder written notification of the revocation, which notice shall not be considered binding unless actually received.

[Signature page follows on page seven (7)]

IN WITNESS WHEREOF, and intending to be legally bound to this Durable Power of Attorney and consisting of seven (7) pages, I have hereunto set my hand and seal this 9th day of August, 2011. Signed, sealed and delivered in the presence of: Witness: Print: _ _Sign: Witness: Print: Sign: On this, the 9th day of August, 2011, subscribed, sworn to and acknowledged before me by Marla R. Cattermole and subscribed and sworn to before me by the witnesses. IN WITNESS WHEREOF I hereunto set my hand and official seal. Notary Public My Commission Expires: COMMONWEALTH OF PENNSYLVANIA Notarial Seal Derek J. Cordier, Notary Public

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City of Harrisburg, Dauphin County My Commission Expires Feb. 14, 2013

GENERAL POWER OF ATTORNEY OF JULIA M. LOBUR

NOTICE

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THIS POWER OF ATTORNEY DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT WHEN POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS POWER OF ATTORNEY.

YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.

YOUR AGENT MUST KEEP YOUR FUNDS SEPARATE FROM YOUR AGENT'S FUNDS.

A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.

THE POWERS AND DUTIES OF AN AGENT UNDER A POWER OF ATTORNEY ARE EXPLAINED MORE FULLY IN 20 PA.C.S. CH. 56.

IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER OF YOUR OWN CHOOSING TO EXPLAIN IT TO YOU.

I HAVE READ OR HAD EXPLAINED TO ME THIS NOTICE AND I UNDERSTAND ITS CONTENTS.

ACKNOWLEDGMENT EXECUTED BY AGENT

I, MARLA R. CATTERMOLE, HAVE READ THE ATTACHED POWER OF ATTORNEY AND AM THE PERSON IDENTIFIED AS THE AGENT FOR THE PRINCIPAL. I HEREBY ACKNOWLEDGE THAT IN THE ABSENCE OF A SPECIFIC PROVISION TO THE CONTRARY IN THE POWER OF ATTORNEY OR IN 20 PA.C.S. WHEN I ACT AS AGENT:

I SHALL EXERCISE THE POWERS FOR THE BENEFIT OF THE PRINCIPAL.

I SHALL KEEP THE ASSETS OF THE PRINCIPAL SEPARATE FROM MY ASSETS.

I SHALL EXERCISE REASONABLE CAUTION AND PRUDENCE.

I SHALL KEEP A FULL AND ACCURATE RECORD OF ALL ACTIONS, RECEIPTS AND DISBURSEMENTS ON BEHALF OF THE PRINCIPAL.

Marla R. Cattermole

(Date)

GENERAL POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Julia M. Lobur of Harrisburg, Dauphin County, Pennsylvania, hereby revoke any general power of attorney that I have heretofore given to any person and do hereby appoint Marla R. Cattermole (hereinafter my Attorney) as my true and lawful attorney for me and on my behalf to perform all such acts as my Attorney in my Attorney's absolute discretion may deem advisable, as fully as I could do if personally present.

<u>DURABLE POWER</u> <u>POWER NOT AFFECTED BY DISABILITY</u>

This Power of Attorney shall not be affected by my subsequent disability or incapacity.

GENERAL GRANT OF BROAD POWERS

My Attorney is hereby given the fullest possible powers to act on my behalf: to transact business, make, execute and acknowledge all agreements, contracts, orders, deeds, writings, assurances and instruments for any matter, with the same powers and for all purposes with the same validity as I could, if personally present.

SPECIFIC POWERS INCLUDED IN GENERAL POWER

Without limiting the general powers hereby already conferred, my Attorney shall have the following specific powers that are included in the foregoing general powers:

- 1. BANKING/FINANCIAL INSTITUTIONS: GENERAL FINANCIAL POWERS:
 - (a) To deposit funds received for me in my accounts in such bank or trust company or other depository as my Attorney may select, either in my name or in my Attorney's name as attorney-in-fact.
 - (b) To withdraw from and to draw any check or other draft against any moneys held for me at any bank, saving fund or other place of deposit, whether such account was created by me or by my Attorney.
 - (c) To endorse notes, checks and other instruments which may require my endorsement.
 - (d) To pay all debts now or hereafter incurred by me.
 - (e) To borrow money and to mortgage or pledge any property, real or personal, now or hereafter owned by me as security therefor and to satisfy of record any indentures of mortgage now or hereafter standing in my name or acquired for my account.
 - (f) To have access to any safe deposit box standing in my name Attorney's name for me, and to add to or remove the contents of such box; provided, however, my Attorney shall not use such box as a place in which to keep any personal property of my Attorney.
 - (g) Generally, to transact any and all business for me with any bank, trust company or other depository.

2. STOCKS, BONDS, SECURITIES AND INVESTMENTS:

- (a) To sell, exchange, pledge, assign, transfer and deliver to any person, at my Attorney's discretion all or any part of any stocks, bonds, notes, mortgages, interests in partnerships or other securities, and any and all personal property standing in my name or belonging to me, or over which I may have any power of control. To make, execute and deliver on my behalf all necessary deeds, assignments or transfers.
- (b) To register any or all of my securities in my Attorney's name as attorney-in-fact for me.
- (c) To vote my securities in person or by proxy.

- (d) To transact all business in relation to any stocks, bonds, securities, or other property in the nature thereof; to deposit the same under agreements of deposit; to participate in any plan of lease, mortgage, merger, consolidation, change, reorganization, recapitalization, liquidation, receivership, or foreclosure with respect thereto; to exercise any rights to subscribe to new issues thereof; and generally to exercise all rights of management and ownership with respect thereto.
- (e) To invest in any form of property, all funds and securities held or received for my account, keeping such cash reserves as, in my Attorney's discretion, are necessary or desirable to meet conditions as they may exist from time to time. In the exercise of this power, my Attorney may invest in any variety of real and personal property as in my Attorney's discretion appears to be prudent investments, and my Attorney shall not be liable to me for any error of judgment in the making or continuing of any investment.

3. REAL ESTATE:

- (a) To sell, exchange, pledge, assign, transfer and deliver to any person, at my Attorney's discretion, all or any part of my real property, standing in my name or belonging to me, or over which I have any power or control.
- (b) To make, execute and deliver on my behalf all necessary deeds, assignments or transfers.
- (c) To operate real property, separately or jointly with others.
- (d) To lease for any term any real property and to vary the terms, including rent payable, of any lease.
- (e) To alter, repair, improve, mortgage, divide, exchange, join in the partition of, or give options with respect to, real property.
- (f) To buy in at judicial sale any property on which I hold a mortgage.
- (g) Generally to transact all business and to exercise all rights of management and ownership relating to real property.

4. CLAIMS, LAW SUITS, COMPROMISE AND MISCELLANEOUS POWERS:

(a) To demand, sue for, levy, collect, and give proper receipts for all sums of money or property now or which may hereafter become due me from any source whatsoever, including all estates or trusts, proceeds of insurance policies or other property of any kind whatsoever.

- (b) To join with other parties in the compromise or settlement of any claims.
- (c) To make, negotiate, sign and perform any and all agreements and contracts now in course of negotiation, execution and settlement by me, or which may hereafter in the opinion of my Attorney be to my interest or advantage; to effect, procure and continue insurance of any and every kind and description; and with full power and authority to manage any real and personal property and conduct my affairs generally.
- (d) To employ attorneys at law and such other agents, employees or representatives as my Attorney may think proper, and to pay any claims, fees, expenses, wages, demands or obligations for which I may now be or may hereafter become liable.

5. TAX MATTERS:

To prepare, execute and file in my behalf and in my name any and all income tax declarations and returns, and any other tax returns and reports (including, but not limited to, waivers of statutes of limitations and extensions), and to represent me before the Internal Revenue Service or Treasury Department and any state or local taxing authority with respect to any claim or proceeding having to do with my tax liabilities, federal, state or local, for any and all years.

6. POWER TO DELEGATE:

To substitute one or more attorney or attorneys under by Attorney, to carry out any of the general or specific powers hereby granted.

7. SPECIFIC AUTHORITY TO PURCHASE FLOWER BONDS:

To purchase United States Treasury flower bonds on my behalf and to borrow money as provided above for the purchase of such bonds.

8. SPECIFIC AUTHORITY TO MAKE UNLIMITED GIFTS:

I grant the power to make unlimited gifts to Marla R. Cattermole, my attorney.

9. SPECIFIC FINANCIAL POWERS DEFINED BY STATUTE:

The following powers are granted pursuant to Chapter 56 of the Pennsylvania Probate Estates and Fiduciaries Code as further defined therein.

- (a) To make limited gifts. My Attorney may make gifts on my behalf to any donees and in such amounts as my Attorney may decide subject to the following:
 - (i) The class of permissible donces shall consist solely of my spouse, my children, my grandchildren and my great

- grandchildren (including my Attorney if my Attorney is a member of such class).
- (ii) During each calendar year, the gifts to each donce pursuant to this power shall have an aggregate value not in excess of Ten Thousand Dollars or such lesser (or greater) amount as, and shall be made in such amounts as, to qualify in their entirety for my annual exclusion from the Federal gift tax as provided in section 2503(b) of the Internal Revenue Code of 1986, as amended, without regard to section 2511(a) thereof (or any successor provision allowing gifts to be split with a spouse).
- (b) To create a trust for my benefit.
- (c) To make additions to an existing trust for my benefit.
- (d) To claim an elective share of the estate of my deceased spouse.
- (e) To disclaim any interest in property.
- (f) To renounce fiduciary positions.
- (g) To withdraw and receive the income or corpus of a trust.

DURATION OF POWER, RELIEF FROM LIABILITY, REVOCATION

- 1. This power shall not expire by reason of lapse of time.
- 2. I hereby ratify and confirm all that each Attorney acting hereunder shall do or cause to be done under this General Power of Attorney. I specifically direct that such Attorney shall not be subject to any liability by reason of any of such Attorney's decisions, acts or failures to act, all of which shall be conclusive and binding upon me, my personal representatives, heirs and assigns. Furthermore, except in the case of malfeasance of office, I agree to indemnify such Attorney, and hold such Attorney harmless, from all claims that may be made against such Attorney as a result of such Attorney's service hereunder and I hereby agree to reimburse such Attorney in the amount of any damages, costs and expense that may be incurred as a result of any such claim.
- This Power of Attorney shall be revoked by my giving to such Attorney acting hereunder written notification of the revocation, which notice shall not be considered binding unless actually received.

[Signature page follows on page seven (7)]

IN WITNESS WHEREOF, and intending to be legally bound to this Durable Power of Attorney and consisting of seven (7) pages, I have hereunto set my hand and seal this 9th day of August, 2011.

Julia M. Lobur

Signed, sealed and delivered in the presence of:

| Witness: Print: _ | Sign: | |
|----------------------|-------|--|
| Witness: Print: _ | Sign: | |

On this, the 9th day of August, 2011, subscribed, sworn to and acknowledged before me by Julia M. Lobur and subscribed and sworn to before me by witnesses.

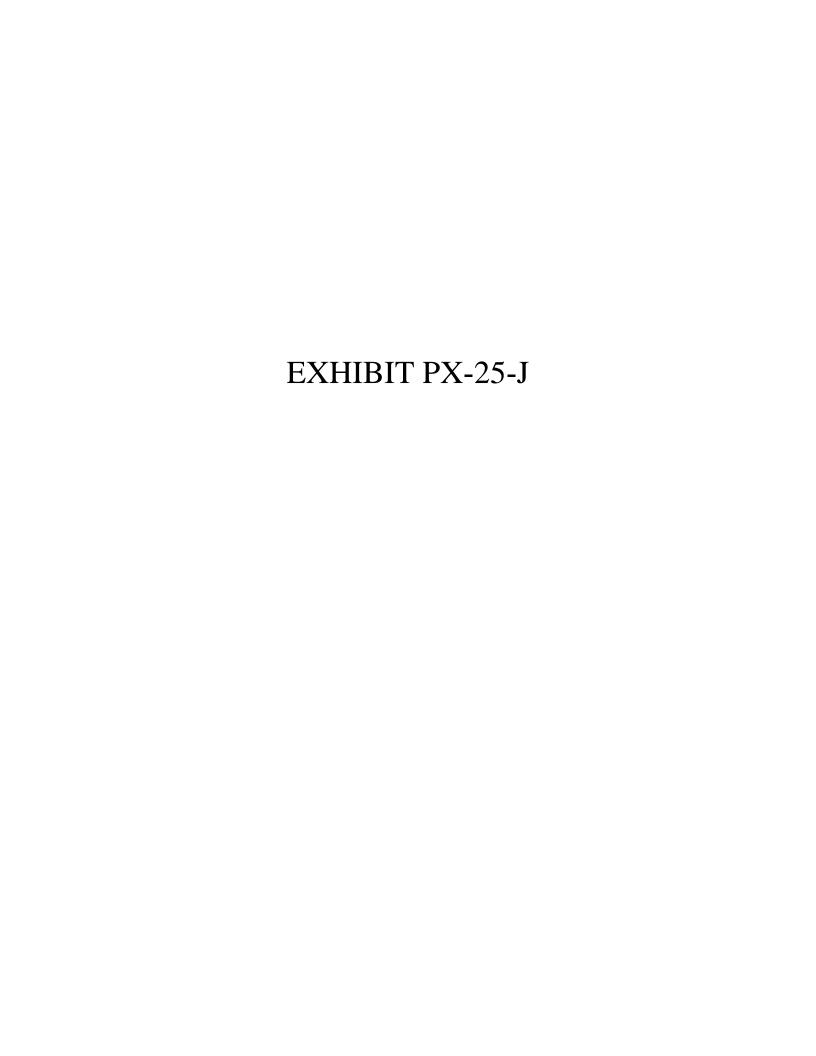
IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

My Confinission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Derek J. Cordier, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires Feb. 14, 2013





37/80 Domestic Partnership Executive of Figes OFFIGE OF PERSONNE VErification

| PART I: TO BE COMPLETED BY EMPLOYEE | 2012 JUN 2 1 PM 12: 54 | | | |
|--|--|--|--|--|
| Employee Name | Partner Name | | | |
| JULIA M. LOBUR | MARLA R. CATTERMOLE | | | |
| Partnership Statements: | | | | |
| We, the undersigned, do hereby affirm, under penalty of perjury, that we meet all of the following requirements for Domestic Partnership and that our status as Domestic Partners applies solely with respect to commonwealth benefits: | | | | |
| We are two adults of the same sex engaged in an exclusive committed relationship of mutual caring and support and are jointly responsible for our common welfare and living expenses. Neither of us is married to or legally separated from any individual. | | | | |
| • • • | • | | | |
| • Each of us is at least 18 years old and mentally competent to enter into a contract in the Commonwealth of Pennsylvania. | | | | |
| We are the sole domestic partner of each other and have lived together in the same residence on a continuous basis for at least six months immediately prior to the date of this Verification Statement, with the intent to reside together permanently. | | | | |
| • We are not related to each other by adoption or by blood, to a degree that would, if we were of opposite sex, prohibit marriage in the Commonwealth of Pennsylvania. | | | | |
| We do not maintain this relationship solely for the purpose. | pose of obtaining employment-related leave benefits. | | | |
| • Neither of us has been a member of another domestic partnership for the past six (6) months (unless the prior domestic partnership ended as a result of the death or marriage of one of the domestic partners). | | | | |
| • We understand that, to the extent any law, ordinance, regulation, or governmental policy becomes effective that provides individuals with the opportunity to register as domestic partners or establishes any requirements upon individuals for treatment as domestic partners for any purpose. We will be required to so register and meet such requirements to retain our status as Domestic Partners under the commonwealth's leave benefits. | | | | |
| • We understand that we may be required from time to time to furnish any further documentation that the commonwealth may request for purposes of treatment as Domestic Partners. | | | | |
| • We agree to provide the commonwealth with a notari the date of termination of our Domestic Partnership. | rized Domestic Partner Termination Statement within 30 days of | | | |
| Evidence of Domestic Partnership (check those items for which proof is submitted): | | | | |
| We are submitting with this Verification Statement evidence that we have been interdependent for at least six (6) months prior to the date this Verification Statement is executed, including at least three of the following: | | | | |
| ☐ A Domestic Partnership agreement | | | | |
| 🔀 A deed or lease evidencing common ownership of real | l property or a common leasehold interest in property | | | |
| ☐ Evidence of joint title to a motor vehicle | • | | | |
| ☑ Driver's license listing a common address | · · · · · · · · · · · · · · · · · · · | | | |
| Proof of joint bank accounts or credit accounts | • | | | |
| Proof of designation as a beneficiary for life insurance or retirement benefits or beneficiary designation under a partner's will | | | | |
| Assignment of a durable power of attorney or health of | care power of attorney | | | |
| Employee's Signature | Date | | | |
| ge m L | dung 21,2012 | | | |
| Partner's Signature | Date OA 6/21HR2SERVICE CENTER | | | |
| PART II: TO BE COMPLETED BY NOTARY PUBL | LIC | | | |
| On this 2/87 day of JUNE | JUN 2 2 2012 , pefore me appeared | | | |
| JULIA M LOBUR | AND MARCA CATTER MANY EF SERVICES | | | |
| the affiants, who being duly sworn, affirm that the facts contained therein are true and correct and acknowledge that | | | | |
| they executed in the same for the purpose therein recited. COMMONWEALTH OF PENNSYLVANIA NOTABLE FEET NOTABLE FEET | | | | |
| NOYARIAL BEAL MARGARET A SPENIK | Notary Public Signature | | | |
| Notary Public City of Harrisburg, Dauphin County My Commission Expires Nov 2, 2015 | | | | |

Pennsylvania Employees Benefit Trust Fund Domestic Partnership Verification Statement and Application for Health Benefits

| We. | (Print Employee Name) and Julia Lobor, the undersigned, | | | |
|----------------------------------|---|--|--|--|
| , market | (Print Employee Name) (Print Domestic Partner Name) | | | |
| | eby affirm, under penalty of perjury, that we meet all of the following requirements for stic Partnership. | | | |
| 1. | We are two adults engaged in an exclusive committed relationship of mutual caring and support and are jointly responsible for our common welfare and living expenses. | | | |
| 2. | Neither of us is married to or legally separated from any individual. | | | |
| 3 . | Each of us is at least 18 years old and mentally competent to enter into a contract in the Commonwealth of Pennsylvania. | | | |
| 4. | Each of us is the sole domestic partner of each other. | | | |
| 5. | We have lived together in the same residence on a continuous basis for at least six months immediately prior to the date of this Verification Statement, with the intent to reside togethe permanently. | | | |
| 6. | We are not related to each other by adoption or by blood, to a degree that prohibits or, if we were of different sexes would prohibit marriage in the Commonwealth of Pennsylvania. | | | |
| 7. | We do not maintain this relationship solely for the purpose of obtaining employment-related benefits. | | | |
| 8. | Neither of us has been a member of another domestic partnership for the past six months (unless the prior domestic partnership ended as a result of the death or marriage of one of the domestic partners). | | | |
| | | | | |
| Evidence of Domestic Partnership | | | | |
| interde Attach | e submitting with this Verification Statement evidence showing that we have been ependent for at least six (6) months prior to the date this Verification Statement is executed. ed are copies of three documents dated at least six (6) months prior to the form submittal. We are submitting copies of three verification documents as indicated (check below): | | | |
| | A Domestic Partnership Agreement as recognized by a governmental entity | | | |
| V | A deed or lease evidencing common ownership of real property or a common leasehold interest in property | | | |
| | Evidence of joint title to a motor vehicle | | | |
| | Driver's license listing a common address | | | |
| | Proof of joint bank accounts or credit union accounts | | | |

| | Proof of designation as a beneficiary for life insurance or retirement benefits or beneficiary designation under a partner's will Assignment of a durable power of attorney or health care power of attorney |
|----|--|
| Ac | knowledgements |
| 1. | We understand that our status as Domestic Partners applies solely with respect to the benefit plans and options that the PEBTF makes available to Domestic Partners. |
| 2. | We understand that, with respect to the benefit plans and options available to Domestic Partners, we are subject to the rules generally governing such plans and options. We understand that, in addition to the rules the PEBTF establishes with respect to its benefit plans and options, insurance and HMO carriers may establish rules to which we are subject. |
| 3. | We understand that, to the extent any law, ordinance, regulation, or governmental policy becomes effective that provides us with the opportunity to register as domestic partners or establishes any requirements upon us for treatment as domestic partners for any purpose, we will be required to so register and meet such requirements to retain our status as Domestic Partners under the PEBTF's benefit plans. |
| 4. | We understand that we may be required from time to time to furnish any further documentation that the PEBTF may request for purposes of treatment as Domestic Partners. |
| 5. | We understand that certain benefits provided to an employee's Domestic Partner or to the Domestic Partner's child(ren) will be provided on an after-tax basis. |
| 6. | We agree to be fully responsible for any false or misleading statements, misrepresentations or other inaccuracies contained in this Verification Statement and application, whether knowing or unknowing, and to hold harmless and indemnify the PEBTF and /or applicable benefit plan for |

any losses, costs, damages, or other liabilities, including, but not limited to, attorneys' fees, that

Rn F Signature of Partner

Sapt 11, 2013

Date

it incurs either directly or indirectly as a result of any such inaccuracy.

Signature of Employee

9/11/2013 Date