

GENERAL DURABLE POWER OF ATTORNEY

I, JOHN F. BRENNER III, the Principal, of Reading, Massachusetts hereby designate my spouse, JOAN H. BRENNER, to serve as my Attorney-in-Fact, (hereinafter referred to as "Attorney"), hereby revoking all other powers of attorney which I have previously executed:

Throughout this document, a pronoun in one gender applies to the other genders as well, and each definition applies equally to the singular and the plural forms of the word or term defined.

1. GENERAL GRANT OF POWER: To exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereinafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my Attorney full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, hereby ratifying and confirming all that my Attorney shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.
 - (a) Power of Collection and Payment: To forgive, request, demand, sue for, recover, collect, receive, hold all such sums of money, debts, dues, commercial papers, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, tangible or intangible property and property rights, and demands whatsoever liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to me, or in which I have or may hereafter acquire an interest; to have, use and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges and for the same; to assign, release and discharge mortgages, enter to foreclose, and do all acts requisite for the execution of powers of sale in any mortgage held by me; and to sign, draw, endorse and accept checks, drafts, promissory notes and bills of exchange, including any payable to the order of my Attorney;
 - (b) Power to Acquire and Sell: To acquire, purchase, exchange, grant options to sell, and sell and convey real or personal property, tangible or intangible, or interests therein, on such terms and conditions as my Attorney shall deem proper. For purposes of this document, any reference herein to intangible personal property shall include stocks, bonds, mutual funds, and other investments of the kind referred to in paragraph (l) below;
 - (c) Management Powers: To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, mortgage, and in any manner deal with any real or personal property, tangible or intangible, or any interests therein, that I now own or may hereinafter acquire, in my name and for my benefit, upon such terms and conditions as my Attorney shall deem proper;
 - (d) Banking Powers: To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit in banks, savings and loan

associations and other institutions, execute or release such mortgages, deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted;

- (e) Motor Vehicles and Boats: To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to any said boat or motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;
- (f) Business Interests: To conduct or participate in any lawful business of whatever nature for me and in my name; execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, borrow against, sell, liquidate, or dissolve any business; elect or employ or fire employees, managers, officers, directors and agents; carry out the provisions of any agreement for the sale of any business interest or the stock therein; and to exercise voting rights with respect to stock, whether in person or by proxy, and exercise stock options;
- (g) Tax Powers: To prepare, execute and file all income tax, gift tax, social security or unemployment insurance and information returns required by the laws of the United States, or of any state or subdivision thereof, to confer with revenue agents, to prepare, execute and file refund claims, to collect any tax refunds from the United States or any state or subdivision, to execute agreements extending the statute of limitations, to execute Internal Revenue Service and/or any state department of revenue powers of attorney, to represent me or obtain representation for me before the Tax Court of the United States, any other court or any administrative agency, including the Internal Revenue Service or any state department of revenue, in connection with any of said tax matters, and to do anything whatsoever requisite or necessary in connection with all income tax, gift tax, social security and unemployment insurance taxes required by the laws of the United States or any state or subdivision that I could do in my own person;
- (h) Safe Deposit Boxes: To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box; and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my Attorney to exercise this power;
- (i) Powers to Establish, Transfer Assets to, Amend and Revoke Inter Vivos Trusts: To establish trusts (including trusts of which my attorney in fact is a beneficiary) on my behalf, on terms which my attorney in fact shall to his or her belief understand to be my wishes for my estate, and to amend and revoke trusts which I may have heretofore executed. The power to amend trusts shall include, but shall not be limited to, the power to change the situs of trusts. My attorney in fact may exercise appointment and removal powers under any trusts I have established. To transfer any and all of my property, real or personal, to any trust created by me or my attorney in fact during my lifetime; to remove assets from any existing trusts if I was granted such authority.
- (j) Power to Make Statutory Elections and Disclaimers: To make on my behalf any and all statutory elections and/or disclaimers available to me at law;
- (k) Retirement and Employee Benefit Plan Powers: To deal with all retirement plans, pension, profit sharing, or any type of employee benefit plans or arrangements (including, but not limited to, life and health insurance plans; disability plans; annuities and stock option plans) of which I am a member including individual

retirement accounts, rollovers and voluntary contributions, and, with respect to any such plans, to change beneficiary designations and to make any elections regarding withdrawals, modes of payment or otherwise; provided that any change of beneficiary designation shall be consistent with the provisions set forth in paragraph (o) below. To waive nonemployee spousal rights with respect to any plan of which my spouse is a member;

- (l) Securities and Brokerage Accounts: With respect to my brokerage accounts, to effect purchases and sales (including short sales), to subscribe for and to trade in stocks, bonds, options rights, and warrants or other securities, domestic or foreign, whether dollar or non-dollar denominated, or limited partnership interests or investments and trust units, whether or not in negotiable form, issued or unissued, foreign exchange, commodities, and contracts relating to same (including commodity futures) on margin or otherwise for my account and risk; to deliver to my broker securities for my account and to instruct my broker to deliver securities from my accounts to my Attorney or to others; to instruct my broker to make payment of moneys from my accounts with my broker; to sell, assign, endorse and transfer any stocks, bonds, options, rights and warrants or other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive statements of transactions made for my account(s); to approve and confirm the same, to receive any and all notices, calls for margin, or other demands with reference to my accounts(s); and to make any and all agreements with my broker with reference thereto for me and on my behalf;

My Attorney may vote in person, or by general or limited proxy, with or without power of substitution, with respect to any stock or other securities I may own.

I authorize my Attorney to execute on my behalf any powers of attorney in whatever form which may be required by any stockbroker with whom I have deposited any securities.

- (m) Health Care: To follow the instructions of the Agent then acting under any health care proxy in effect for me, and Personal Representative as discussed under 45 C.F.R Sec. 164.502 (g) of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) with respect to any and all health care decisions on my behalf, to pay any expenses for health care incurred on my behalf by such agent and personal representative which are not covered by insurance and to reimburse such agent and/or personal representative for reasonable expenses arising from the performance of his duties as such agent or personal representative; provided, however, if no such agent or personal representative is acting on my behalf, or if there is such an agent, but such agent lacks the authority, my Attorney shall have the power to place me in any hospital, nursing home or other facility appropriate to my needs and to enter into contracts or other agreements relating to any such placement, and receive information related to my health in the capacity of personal representation under 45 C.F.R Sec. 164.502 (g);
- (n) Power to Deal with Life Insurance and Annuity Contracts: To exercise any and all rights with respect to any insurance policy on my life or any annuity contract, or any interest in any such policy or contract, as fully as any owner or beneficiary of the same, to engage in any transaction and to exercise and enjoy all options, benefits, rights and privileges under such policy or contract, including the right to borrow upon the same, to pledge the same for a loan or loans, to assign ownership of the same to any person, trust or other entity, to change the beneficiary, and to surrender, assign, exchange, or otherwise modify any such policy or contract; provided that any such

aforesaid assignment or change of beneficiary designation shall be consistent with the provisions set forth in paragraph (o) below;

- (o) Power to Make Gifts: To make gifts of any property, real or personal, tangible or intangible, to or for the benefit of my spouse, my children, or any of my descendants, including my Attorney appointed hereunder, in amounts to be determined in the discretion of my Attorney, provided, however, that any gifts to my said spouse, if my said spouse is then serving as my Attorney shall only be for my said spouse's health, education, support or maintenance in my said spouse's accustomed manner of living. If my Attorney makes gifts to minors, such gifts may be made directly to the minor, to a legal representative of the minor, or to a custodian under the Uniform Gifts to Minors Act, the Uniform Transfers To Minors Act, or under any similar statute or law. Such custodian may include my Attorney or any other person chosen by my Attorney. Any property or funds paid over to such legal representative or custodian shall constitute a complete discharge of my Attorney without any obligation of my Attorney to see to the application thereof;
- (p) Power with Respect to Entities or Forms of Ownership and Related Transfers: To create one or more trusts, partnerships, corporations, co-tenancies or any other form of ownership or entity for the purpose of dealing with any property or property interest of any nature that I may have or hereafter acquire, under such terms and with such provisions as my Attorney deems in the best interests of myself and my family. In this regard, the fact that my said Attorney may be a remainderman, partner, shareholder, co-tenant, or beneficiary of any such entity in connection with any such transfer hereunder shall not affect the validity thereof, nor, by itself, constitute a breach of my Attorney's fiduciary duty hereunder; to transfer any or all property, tangible, intangible or real, in which I may have any interest, into a trust or trusts, whether revocable or irrevocable, and whether created by me or by my said Attorney on my behalf, and whether or not such trusts were created before or after the execution of this durable power of attorney, or to any other form of entity or ownership, including any form of co-tenancy;
- (q) Power to Consent to Gift Splitting: To consent to gift splitting between myself and my spouse (if any) pursuant to Section 2513 of the Internal Revenue Code, as amended, and to execute any gift tax return or other document on my behalf setting forth such consent;
- (r) Power to Release Powers of Appointment: To release any powers of appointment however granted to me;
- (s) Power to Borrow Money: To borrow money and to secure any such borrowings with any of my assets or property;
- (t) Power to Complete Charitable Pledges: To complete any charitable pledges made by me;
- (u) Power to Appoint Counsel and Other Agents: To hire legal counsel, investment counsel, accountants and other agents;
- (v) Power to Deal with the Social Security Administration and Other Agencies: To make application on my behalf for benefits administered by the Social Security Administration or any other federal, state, or local agency and to receive Social Security and other benefits on my behalf;

- (w) Power to Effect My Resignation as a Member, Officer or Fiduciary: To effect my resignation as a member or officer of any organization or entity, or as a trustee, executor, personal representative, or other fiduciary of an estate or trust, however denominated;
- (x) Power to Make Contracts: To make contracts in my name for the purchase of any real estate or other property and for all other purposes;
- (y) Powers with Respect to Legal Proceedings: To bring and prosecute any action, suit or proceeding at law or in equity that my said Attorney may deem necessary or proper for the enforcement or protection of any right or interest of mine, and, on my behalf, to defend any such action, suit or proceeding at law or in equity that may be brought against me; settle, compromise or submit to arbitration all accounts, claims and disputes between me and any other person; assent or object to any petition, motion or account; and otherwise act for me in any probate or other legal proceeding;
- (z) Powers with Respect to Real Property Owned by Me: To manage and conduct all matters relating to my interest in any and all real property I may own during my lifetime, for me in my name, place and stead as I could do if personally present. With regard to such real property and any other real property I may own during my lifetime, I intend to give my Attorney the fullest powers possible and I do not intend, by specifying these powers below, to limit or reduce them in any fashion. Among the powers granted to my Attorney with regard to such real estate are the following:
- a. buy, receive, lease, accept or otherwise acquire; to sell, convey, mortgage, hypothecate, pledge, quitclaim or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal or encumbrance of said property, upon such terms as my said Attorney shall think proper;
 - b. to take, hold, possess, invest, lease, let or otherwise manage any or all of my real, personal or mixed property, or any interest herein; to eject, remove, or relieve tenants or others from, and recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, rebuild, modify, or improve the same or any part thereof;
 - c. to make, endorse, accept, receive, sign, seal, execute, acknowledge and deliver deeds, bills of sale, assignments, certificates, hypothecations, checks, notes, bonds, vouchers, receipts, and such other instruments in writing of whatever kind and nature as may be necessary, convenient, or proper in the premises; and
 - d. to institute, prosecute, defend, compromise, arbitrate and dispose of legal, equitable or administrative hearings, actions, suits, attachments, arrest, distresses or other proceedings, or otherwise engage in litigation in connection with the premises.
- (aa) Other Powers: To compensate my Attorney and any agent hired by my Attorney for services rendered; and to qualify me for various government entitlements such as Medicaid or Supplemental Security Income;
- (bb) To Do All Necessary Things: To do, take, and perform all and every act and thing whatsoever requisite, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, hereby ratifying and confirming all that my Attorney in fact shall lawfully do or cause to be done by virtue of this power of attorney and the right and powers herein granted;

This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to my Attorney.

- (cc) Enforcement: Should a third party refuse to recognize the exercise by my Attorney of any authority hereunder, my Attorney may use any of my resources as may be necessary to require such third party to abide by the exercise of such authority, including litigation.
- (dd) To Receive Mail: To enter any mail box which I shall have hired, whether at a United States Post Office or elsewhere, and to surrender the box and terminate the lease at his or her discretion; to sign for any certified or registered mail directed to me, and to execute any order required to forward mail to any location selected by my attorney in fact.
- 2. EXECUTION OF DOCUMENTS: My Attorney is empowered to execute my name, or my Attorney's name as Attorney for me, to any agreement, deed, promissory note, security agreement, financing statement, mortgage, bill of sale or any other document or instrument that my Attorney may deem advisable in carrying out any of my attorney's powers hereunder. My Attorney is also empowered to acknowledge any such aforesaid execution.
- 3. INTERPRETATION AND GOVERNING LAW: This instrument is to be construed and interpreted as a general durable power of attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my Attorney. This instrument is executed and delivered in the Commonwealth of Massachusetts, and the laws of the Commonwealth of Massachusetts shall govern its validity and effect and the construction of its provisions.
- 4. LIABILITY OF ATTORNEY: My Attorney shall only be liable for any action, or failure to act, done willfully and in bad faith.
- 5. DISABILITY OF PRINCIPAL: This power of attorney shall not be affected by subsequent disability or incapacity of the principal, or lapse of time.
- 6. RIGHT TO REVOKE: I herein reserve the right to revoke this power of attorney.
- 7. THIRD PARTY RELIANCE: Revocation or termination of this power of attorney shall be ineffective as to any third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party. Payment by any third party in reliance upon this power of attorney, and made prior to receipt by such third party of actual notice or knowledge of the revocation or termination of this power of attorney, shall constitute a release and discharge of said third party from all liability for all claims to the extent of such payment so made, and such third party making any such payment need not see to the application thereof. Any third party may conclusively rely upon the fact that this power of attorney is in full force and effect notwithstanding the lapse of time since its execution (i.e. no matter how "old" it might be) (unless such third party has actual knowledge of its revocation or termination as aforesaid) and that my Attorney was fully authorized to take a particular action or execute a particular document. Further, any third party may conclusively rely upon the representations of my Attorney hereunder or any licensed attorney at law as to all matters pertaining to any power granted to my Attorney, and/or as to all facts which may in any manner be germane to any matter or thing arising in connection with this power of attorney. No third party who may act in reliance upon any of the foregoing or the authority granted to my Attorney

hereunder shall incur any liability to me or my estate as a result of permitting my Attorney to exercise any power and I, for myself and for my heirs, executors, legal representatives and assigns hereby agree to indemnify, defend and hold harmless any such third party from and against any and all claims that may arise or be asserted against such third party by reason of such third party having relied on the provisions of this instrument. Any third party may rely upon a copy hereof certified by a Notary Public to be a true copy of this instrument.

8. PROTECTIVE PROCEEDINGS: If protective proceedings for my person or my estate are hereafter commenced, I hereby nominate, for consideration by the court, my Attorney named hereunder to serve as the conservator/guardian of my estate and/or to serve as the guardian of my person. I hereby request that sureties on any bond of a conservator or guardian be waived.
9. INDEMNIFICATION OF ATTORNEY: I, from my assets and property, indemnify my Attorney with respect to any damages, costs and/or attorneys' fees incurred by, or asserted against, my Attorney as a result of my Attorney exercising any powers granted hereunder, so long as my Attorney acted in good faith in exercising such powers.
10. RIGHT OF DELEGATION: My Attorney (including any named successor Attorney) shall have the right, by written instrument, to delegate any or all of the foregoing powers to any person or persons whom my Attorney may select, but such delegation may be amended or revoked by my Attorney (including any successor) named herein, and any third party may conclusively rely upon the fact that such written delegation is in full force and effect unless and until actual notice or knowledge of its amendment or revocation shall have been received by such third party.
11. DELEGATION OF POWERS; COMPENSATION: My said attorney is authorized to delegate any powers hereunder to investment counsel, custodians, brokers, accountants, attorneys, or any other agent, and to revoke any such delegation. My said attorney may pay himself, or any agent to which she has delegated his powers, reasonable compensation for services rendered hereunder from any property owned by me or to which I am now or may hereafter become entitled. My said attorney may deal with himself or with any concern in which he may be interested as freely and effectively as though dealing with a third party. I hereby ratify and confirm all that my said attorney (or my said attorney's agents) shall do or cause to be done by virtue hereof.
12. REVOCATION OF PRIOR POWERS OF ATTORNEY: I hereby revoke any power of attorney heretofore executed by me.
13. RESIGNATION: Any attorney of mine serving hereunder may resign at any time by a writing signed by said attorney and attached hereto, written notice of which shall be given to me and any co-attorney serving hereunder. If any resigning attorney shall have in his or her possession any original Durable Power of Attorney signed by me, such attorney shall return such original Power to me.
14. SUCCESSOR ATTORNEY-IN-FACT: In the event of the death, declination, resignation, removal or incapacity of my originally named Attorney, or if my originally named Attorney is not serving for any other reason, then I grant the aforesaid powers to my

daughter, CRYSTAL GUISTINELLO, of Hamden, Connecticut who shall, in such event, be deemed my Attorney named hereunder. Any third party may, without liability to me or my estate, conclusively rely upon a written statement from the aforesaid successor Attorney as to the cessation or inability of such Attorney's predecessor Attorney to serve as Attorney hereunder.

Photocopies of this Durable Power of Attorney shall have the same force and effect as the original.

IN WITNESS WHEREOF, I do hereby declare that I sign and execute this instrument as my Durable Power of Attorney, that I sign it willingly in the presence of each of the undersigned witnesses, and that I execute it as my free and voluntary act for the purposes herein expressed this 29th day of June, 2016.


JOHN F. BRENNER III
Principal

We, the witnesses who sign below, being first duly sworn, each declare in the presence of the Principal, that the Principal signed this instrument as the Principal's Durable Power of Attorney in the presence of each of us, that the Principal signed it willingly, and that to the best of our knowledge the Principal is eighteen (18) years of age or over, of sound mind and under no constraint or undue influence.

Witness #1

Sign 

Print name Hayley Johnson

Address: 220 Broadway, Suite 404, Lynnfield, MA

Witness #2

Sign 

Print name Marc Osborne

Address: 220 Broadway, Suite 404, Lynnfield, MA

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF ESSEX

Subscribed, sworn to and acknowledged before me by the Principal, and subscribed and sworn to before me by the witnesses, Hayley Johnson and Marc Osborne, proved to me through satisfactory evidence of identification which was personal knowledge this 29th day of June, 2016.

Stephen T. DiGregorio

Stephen T. DiGregorio

Notary Public

My Commission expires June 10, 2022

