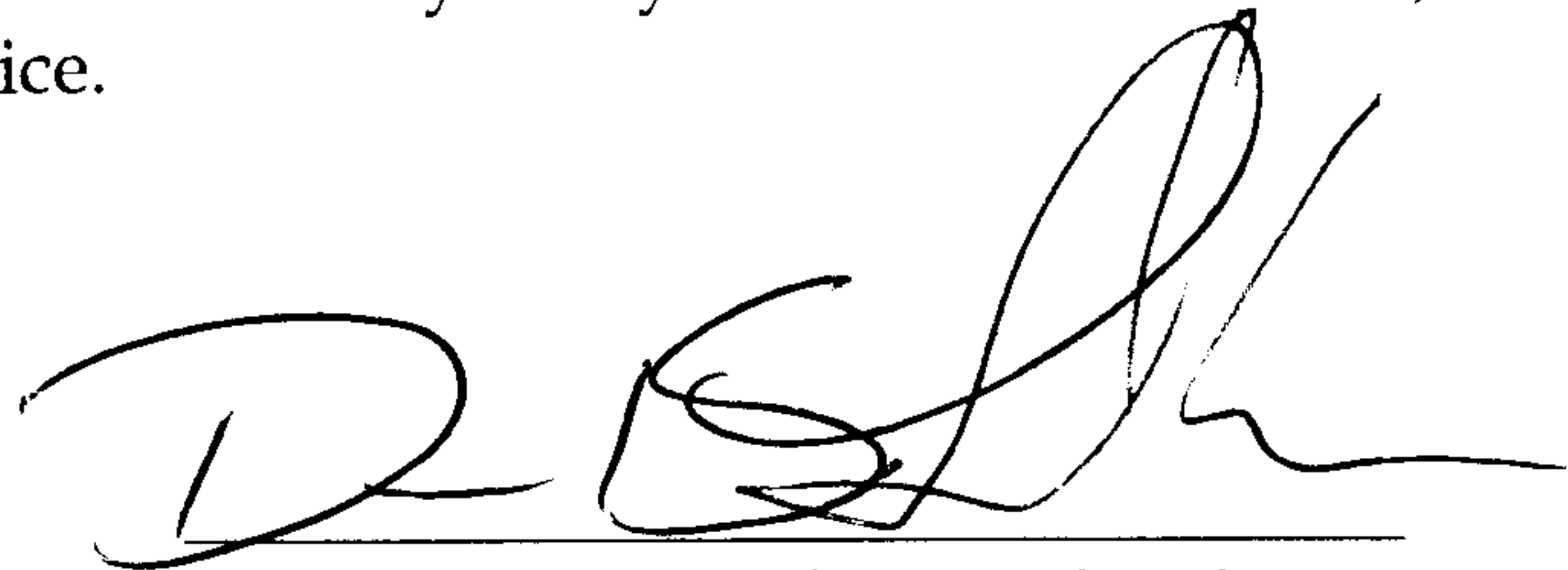


INFORMATION CONCERNING THE DURABLE POWER OF ATTORNEY

THIS IS AN IMPORTANT LEGAL DOCUMENT. BEFORE SIGNING THIS DOCUMENT YOU SHOULD KNOW THESE IMPORTANT FACTS:

Notice to the Principal: As the "Principal," you are using this Durable Power of Attorney to grant power to another person (called the "Agent" or "Attorney in Fact") to make decisions, including, but not limited to, decisions concerning your money, property, or both, and to use your money, property, or both on your behalf. If this written Durable Power of Attorney does not limit the powers that you give to your Agent, your Agent will have broad and sweeping powers to sell or otherwise dispose of your property, and to spend your money without advance notice to you or approval by you. Under this document, your agent will continue to have these powers after you become incapacitated, and unless otherwise indicated your Agent will have these powers before you become incapacitated. You have the right to retain this Power and not to release this Power until you instruct your attorney or any other person who may hold this Power of Attorney to so release it to your Agent pursuant to written instructions. You have the right to revoke or take back this Durable Power of Attorney at any time, so long as you are of sound mind. If there is anything about this Durable Power of Attorney that you do not understand, you should seek professional advice.

A handwritten signature in black ink, appearing to read 'D. S. Flaucher', written over a horizontal line.

Signature of David Scott Flaucher

DURABLE POWER OF ATTORNEY
OF
David Scott Flaucher

I. PRINCIPAL AND ATTORNEY-IN-FACT

I, David Scott Flaucher, who resides at 70 Constant St, Manchester, New Hampshire 03103, appoint the following person to serve as my attorney-in-fact, to act for me in any lawful way with respect to the subjects indicated below.

Name: Mildred Flaucher
Address: 26 North Windham Road
Windham, Connecticut 06280

If Mildred Flaucher resigns or is unable or unwilling to serve as my attorney-in-fact, I appoint the following person to serve as my successor attorney-in-fact:

Name: Jodi Walencewicz
Address: 6 North Windham Road
Windham, Connecticut 06280

II. EFFECTIVE TIME

This Power of Attorney shall become effective immediately, and shall not be affected by any subsequent disability or incapacity of the principal. This is a Durable Power of Attorney.

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any similar state laws, and exclusively for the purpose of making a determination of my incapacitation or inability of managing my financial affairs and obtaining an affidavit of such incapacitation by a physician, I authorize any health care provider to disclose to the person named herein as my

"attorney-in-fact," any pertinent individually identifiable health information sufficient to determine whether I am by reason of illness or mental or physical disability incapacitated or incapable of managing my financial affairs. In exercising such authority, my attorney-in-fact shall constitute my 'Personal Representative' as defined by HIPAA.

III. POWERS OF ATTORNEY-IN-FACT

My attorney-in-fact shall have the power to act in my name, place and stead in any way which I myself could do with respect to the following matters to the extent permitted by law:

YOUR ATTORNEY-IN-FACT SHALL BE AUTHORIZED TO ENGAGE ONLY IN THOSE ACTIVITIES THAT ARE INITIALED.



REAL ESTATE TRANSACTIONS:

- Manage, sell, transfer, lease, mortgage, pledge, refinance, insure, maintain, improve, and perform any and all other acts with respect to real property and interests in real property that I own now or later acquire.
- Defend, settle and enforce by litigation a claim to real property and interests in real property that I own now or later acquire.
- Buy, lease or otherwise acquire real property or an interest in real property.
- Execute deeds, mortgages, releases, satisfactions and other instruments relating to real property and interests in real property that I own now or later acquire.



PERSONAL PROPERTY TRANSACTIONS:

Buy or otherwise acquire ownership or possession of, sell or otherwise dispose of, mortgage, pledge, assign, lease, insure, maintain, improve, pay taxes on, and otherwise manage tangible personal property and interests thereof that I now own or later acquire.



STOCK AND BOND TRANSACTIONS:

- Buy, sell, pledge and exchange stocks, mutual funds, bonds, options, commodity futures and all other types of securities in my name.
- Sign, accept and deliver in my name certificates, contracts or other documents relating to the foregoing, including agreements with brokers or agents.
- Exercise voting and other rights and enter into agreements relating thereto.



BANKING TRANSACTIONS:

Conduct any business with banks and other financial institutions, including but not limited to the following:

- Signing and endorsing all checks and drafts in my name.
- Withdrawing funds from accounts.
- Opening, maintaining and closing accounts or other banking arrangements.
- Hiring safe deposit boxes, entering into them and removing articles from them.
- Borrowing money, pledging property as security, and negotiating terms of debt payments.
- Applying for and receiving letters of credit, credit cards and traveler's checks, and giving an indemnity or other agreement in connection with letters of credit.



BUSINESS OPERATING TRANSACTIONS:

- Buy, sell, expand, reduce or terminate a business interest.
- Manage and operate any business or business interest that I now have or later acquire, including but not limited to the following:
 - Entering into, amending, enforcing and terminating any business contract.
 - Disbursing, receiving and demanding money in the operation of the business.
 - Merging, reorganizing or selling a business or part of a business.



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- Determining the location, nature, and method for operating the business.
- Hiring and firing employees and agents.
- To the extent that an agent is permitted by law to act for a principal, and subject to the terms of any partnership or operating agreement, to perform any duty and exercise any right, power or privilege that I have under a partnership or operating agreement, to enforce the terms of a partnership or operating agreement, and to defend, arbitrate and settle any legal proceeding to which I am a party because of membership in a partnership or limited liability company.
- Exercise a right, power or privilege that I have as the holder of a bond, share or instrument of similar character and to defend, arbitrate and settle any legal proceeding to which I am a party because of any bond, share or similar instrument.

INSURANCE AND ANNUITY TRANSACTIONS:

- Obtain, modify, renew, convert, rescind, pay the premium on or terminate insurance and annuities of all types for myself and for my family and other dependents.
- Designate the beneficiary of the contract, but the attorney-in-fact may be named a beneficiary of the contract, or an extension, renewal, or substitute for it, only to the extent the attorney-in-fact was named as a beneficiary under a contract procured by the principal before signing this Power of Attorney.
- Surrender and receive the cash value, borrow against or pledge any insurance or annuity policy.

RETIREMENT PLANS:

To act for me in all matters that affect my retirement or pension plans, including but not limited to selecting payment options, designating beneficiaries, making contributions, exercising investment powers, making "rollovers" of plan benefits, borrowing or selling assets from the plan, and, if I am a spouse who is not employed, waiving my right to be a beneficiary of a joint or survivor annuity.

My attorney-in-fact is empowered to take all further action, including the payment of expenditures and the preparation and execution of all documents, as the attorney-in-fact deems necessary or appropriate in order to fully effectuate the purposes of the foregoing matters.

IV. GENERAL PROVISIONS

1. Reliance By Third Parties. I hereby agree that any third party receiving a duly executed copy or copy of this document may rely on and act under it. Revocation or termination of this Power of Attorney shall be ineffective as to the third party unless and until actual notice or knowledge of the revocation or termination has been received by the third party. I, for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any third party from any and all claims because of reliance on this instrument in good faith.

2. Severability. If any provision hereof is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this document, and such other provisions shall be given effect without the invalid or unenforceable provision.

3. Revocation. I may revoke this Power of Attorney at any time.

4. Accounting. My attorney-in-fact shall provide an accounting for all funds handled and all acts performed as my attorney-in-fact, but only upon my request or the request of a personal representative or a fiduciary acting on my behalf. Any requirement of my attorney-in-fact to file inventories and accounts with the county clerk or with the court is specifically waived.

5. Compensation and Reimbursement. My attorney-in-fact shall not be compensated for services provided on my behalf pursuant to this Power of Attorney. My attorney-in-fact shall be reimbursed for all reasonable expenses incurred relating to his or her responsibilities under this Power of Attorney.

6. Personal Benefit Permitted. So long as my attorney-in-fact is acting in good faith and in my best interest, my attorney-in-fact is permitted to personally benefit or profit from transactions taken on my behalf.




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7. Commingling of Funds. My attorney-in-fact is not permitted to commingle my funds and assets with his or her own.

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IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney on the date set forth below.

Date: 15 MAY 2011


Signature of David Scott Flaucher

This document was prepared by:

Name: Mildred Flaucher

Address: 26 North Windham Road
Windham, Connecticut 06280

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**ACKNOWLEDGMENT
OF NOTARY PUBLIC**

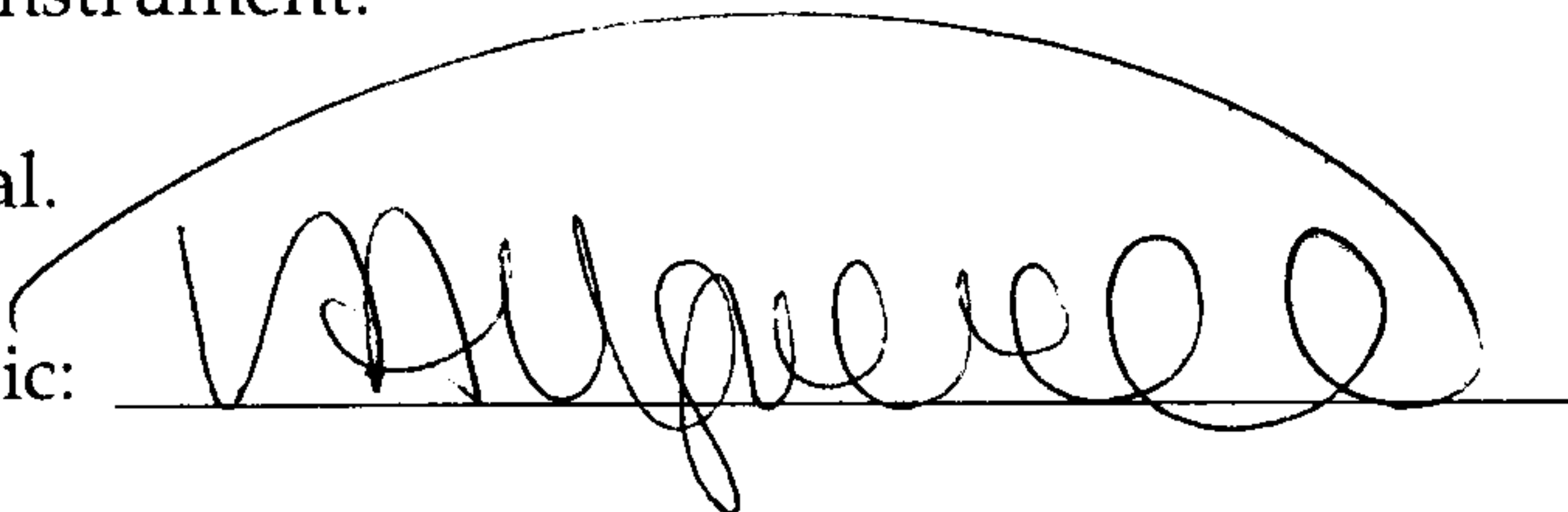
State of New Hampshire

County of Hillsborough

On this 15th day of May, 2011, before me, the undersigned Notary Public, personally appeared David Scott Flaucher, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual who signed the foregoing Power of Attorney and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by such signature, the person executed the instrument.

Witness my hand and seal.

Signature of Notary Public:



VIRGINIA A. VINEAULT, Notary Public
My Commission Expires September 5, 2012

ACKNOWLEDGEMENT OF AGENT

I, Mildred Flaucher have read the attached power of attorney and am the person identified as the Agent for the Principal. I hereby acknowledge that when I act as Agent or "attorney in fact,"; I am given power under this Durable Power of Attorney to make decisions about money, property, or both belonging to the Principal, and to spend the Principal's money, property, or both on the Principal's behalf, in accordance with the terms of this Durable Power of Attorney. This Durable Power of Attorney is valid only if the Principal is of sound mind when the Principal signs it. When acting in the capacity of Agent, I am under a duty (called a "fiduciary duty") to observe the standards observed by a prudent person, which means the use of those powers that is reasonable in view of the interests of the Principal and in view of the way in which a person of ordinary judgment would act in carrying out that person's own affairs. If the exercise of my acts is called into question, the burden will be upon me to prove that I acted under the standards of a fiduciary. As the Agent, I am not entitled to use the money or property for my own benefit or to make gifts to myself or others unless the Durable Power of Attorney specifically gives me the authority to do so. As the Agent, my authority under this Durable Power of Attorney will end when the Principal dies and I will not have authority to manage or dispose of any property or administer the estate unless I am authorized to do so by a New Hampshire Probate Court. If I violate my fiduciary duty under this Durable Power of Attorney, I may be liable for damages and may be subject to criminal prosecution. If there is anything about this Durable Power of Attorney, or my duties under it, that I do not understand, I understand that I should seek professional advice.

Mildred Flaucher
Signature of Agent