

**BK: 2020 PG: 3820**  
**Recorded: 10/7/2020 at 10:16:11.0 AM**  
**Pages 3**  
**County Recording Fee: \$17.00**  
**Iowa E-Filing Fee: \$3.00**  
**Combined Fee: \$20.00**  
**Revenue Tax:**  
**LISA SMITH RECORDER**  
**Madison County, Iowa**

**LIMITED POWER OF ATTORNEY**  
**Recorder's Cover Sheet**

**Preparer Information:**

Barb Koopman  
Senior Vice President  
4900 S Western Avenue  
Sioux Falls, SD 57108  
Telephone: (605) 782-1728

**Taxpayer Information:**

Central Bank, 600 Lake Avenue, Storm Lake, IA 50588

**Return Document To:**

Central Bank, Attn: Loan Administration, 4900 S Western Avenue, P.O. Box 2556, Sioux Falls, SD, 57101

**Grantors:**

MetaBank

**Grantees:**

Central Bank

**Legal Description:**

**Document or instrument number of previously recorded documents:**

### EXHIBIT 3

#### FORM OF LIMITED POWER OF ATTORNEY

##### LIMITED POWER OF ATTORNEY

THIS LIMITED POWER OF ATTORNEY is dated this 25<sup>th</sup> day of August, 2020, by METABANK, a federally chartered national bank (“**Seller**”), to be effective as of the time of Closing (as defined in the Purchase Agreement).

##### WITNESSETH:

WHEREAS, Seller and CENTRAL BANK, an Iowa state chartered bank (“**Buyer**”), entered into a Loan Purchase Agreement dated as of August 4, 2020 (the “**Purchase Agreement**”), which provides for the sale by Seller to Buyer of certain Loans;

WHEREAS, capitalized terms used but not defined herein shall have the meanings giving such terms in the Purchase Agreement; and

WHEREAS, in the Purchase Agreement or in a Bill of Sale contemplated therein, Seller has agreed, from time to time, at the request of Buyer, to execute, acknowledge, and deliver to Buyer any and all instruments, documents, endorsements, assignments, information, materials, and other papers that may be reasonably required to: (i) transfer to Buyer the Loans being acquired by Buyer pursuant to the Purchase Agreement, including the Loans and Seller’s interest in such collateral and files relating to such Loans, (ii) enable Buyer to bill, collect, service and administer the Loans transferred thereby, and (iii) give full force and effect to the intent and purposes of the Purchase Agreement and the Bill of Sale.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Seller hereby appoints and authorizes for a period of one hundred and twenty (120) days from the date hereof, the President or any Vice President, or the Secretary or any Assistant Secretary, of Buyer as its attorney-in-fact solely for the purpose of endorsing, without recourse (except as provided in the Purchase Agreement), and recording, pursuant to the Bill of Sale and/or the Purchase Agreement, any and all instruments, documents, endorsements, assignments, information, materials, and any other papers reasonably necessary to effectuate the assignment of the Loans, including, but not limited to, satisfactions of mortgages, assignments of mortgages, note endorsements, and similar documents (collectively, the “**Collateral Instruments**”), provided such limited power of attorney is not intended to and does not convey to Buyer any right to endorse or record any Collateral Instruments relating to loans other than the Loans transferred pursuant to the Purchase Agreement or Bill of Sale as described in the preceding paragraph. For purposes of clarification, the parties acknowledge that this power does not appoint or authorize Buyer to act as attorney-in-fact where so doing would be inconsistent with applicable law, and it may not be used to endorse anything that is inconsistent with any term of the Purchase Agreement or that would or could result in any loss, cost, liability or obligation on the part of Seller.

[Signature page follows.]

