
**DURABLE POWER OF ATTORNEY
FOR
N-1**

By this instrument, I intend to create a Durable Power of Attorney as set forth in Arizona Revised Statute 14-5501 et seq. This Power of Attorney shall not be affected by any subsequent disability or incapacity of myself, the Principal. The authority granted in this document does not expire and will not terminate until and unless I have revoked this document in writing.

I, N-1, hereby appoint my ***, N-2, to serve as my agent (“Agent”) and to exercise the powers and discretions set forth below.

I hereby revoke all Powers of Attorney, general or limited, granted by me as Principal, prior to the date I have signed this instrument, except this revocation shall have no effect for any powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to, and withdraw funds from accounts to which I am signatory or granting access to a safe deposit box.

ARTICLE I

ADVISORY NOTICE TO AGENT. THERE HAVE BEEN RECENT CHANGES TO ARIZONA REVISED STATUTE SECTION 14-5506, A STATUTE WHICH GOVERNS THE EXERCISE OF POWERS OF ATTORNEY. UNDER THAT NEW STATUTE, AN AGENT CANNOT RECEIVE ANY BENEFITS FROM THE PRINCIPAL UNLESS THOSE BENEFITS ARE SPECIFICALLY IDENTIFIED IN DETAIL WITHIN THIS INSTRUMENT OR WITHIN A WRITTEN CONTRACT. OTHERWISE, THE AGENT COULD BE SUBJECT TO CRIMINAL PROSECUTION OR SUBJECT TO THE PENALTY PROVISIONS OF ARIZONA REVISED STATUTE SECTION 46-456, WHICH AUTHORIZES THE LOSS OF THE AGENT’S RIGHT TO INHERIT FROM THE PRINCIPAL AS WELL AS PAYMENT OF TREBLE DAMAGES AND ATTORNEY’S FEES. AN AGENT SHOULD CAREFULLY REVIEW THESE STATUTES OR CONSULT WITH A KNOWLEDGEABLE ATTORNEY PRIOR TO EXERCISING THE AUTHORITY GRANTED BY THIS POWER OF ATTORNEY.

ARTICLE II

My Agent is authorized, in my Agent’s sole and absolute discretion, from time to time and at any time, with respect to any and all of my property, real, personal, intangible, and mixed as follows:

Power to Sell or Convey. My Agent is authorized to sell or convey any and every kind of property that I may own now or in the future, real, personal, intangible, or mixed, including without being limited to contingent and expectant interests, all marital rights, my share of any community property rights, and any rights of survivorship incident to joint tenancy or tenancy by the entirety. Any such sale or conveyance shall be upon such terms and conditions as my Agent deems appropriate. My Agent is authorized to make such dispositions of the proceeds of such sale as my Agent shall deem appropriate. This authority shall include the power to sell, transfer or encumber my residence, as well as any other real estate that I now have or later will acquire.

Property located at:

Legal description :

Power to Buy. My agent is authorized to buy every kind of property, real, personal, intangible, or mixed, upon such terms and conditions as my Agent shall deem appropriate. This includes the authorization to obtain options with respect to such purchases and to arrange for appropriate disposition, use, safekeeping or insuring of any such property.

Power to Borrow and Use Credit Cards. My Agent is authorized to borrow money and to secure such borrowings in such a manner as my Agent shall deem appropriate. My Agent is authorized to use any credit card held in my name to make such purchases and to sign such charge slips as may be necessary to use such credit cards.

Power to Provide for Principal's Support. My Agent is authorized to do all acts necessary for maintaining my customary standard of living, to provide living quarters by purchase, lease, or other arrangement, or by the payment of the operating costs of my existing quarters, including interest, amortization payments, repairs, and taxes, to provide normal domestic help for the operation of my household, and to provide clothing, transportation, medicine, food and incidentals for me.

Power to Repay Loans. My Agent is authorized to repay, from any funds belonging to me, any money borrowed by me or my Agent acting on my behalf, and to pay for any purchases made by me or my Agent acting on my behalf.

Power to Invest. My Agent is authorized to invest all or any part of my property in any property, real, personal, intangible, or mixed, wherever located, in whatever manner my Agent deems appropriate. This includes the power to establish, utilize, and terminate accounts, including margin accounts, with any stock transfer agent or securities broker and to exercise all rights with respect to any securities that I may now own or subsequently acquire.

Power with Respect to Bank Accounts. My Agent is authorized to establish or terminate accounts of all kinds, including checking and savings, for me with financial institutions, including, but not limited to, bank and thrift institutions. My Agent is authorized to modify, terminate, make deposits to, write checks on, make withdrawals from, or grant security interests in all accounts in my name or with respect to which I am an authorized signatory (except accounts held by me in a fiduciary capacity). This authorization includes contracting for any services rendered by any financial institution.

Power to Operate Businesses. My Agent is authorized to continue the operation of any business (including any rental properties, ranch or farm) belonging to me or in which I may have a substantial interest, for such time and in such a manner as my Agent shall deem appropriate. This power includes, but is not limited to, hiring and discharging employees; paying employees' salaries; providing for employees' benefits; employing legal, accounting, financial, and other consultants; continuing, modifying, terminating, renegotiating, and extending any contractual arrangements made by me or on

my authorized behalf: executing business tax returns and other government forms required to be filed by my business; contributing additional capital to the business; changing the form of the business, incorporating or reorganizing the business, entering into partnership agreements and joining in any consolidation and merger of the business; selling, liquidating or closing out the business; to create, continue, and terminate retirement plans of the business, and to make contributions which may be required to those plans; and to borrow and pledge business assets.

Power For Spouse to Exercise Community Property Rights. _____ In the event I have appointed my spouse as my Agent and to the extent not otherwise expressly prohibited by the terms of this power of attorney, my Agent is authorized to exercise all rights, fulfill all obligations and satisfy all debts regarding my interests in any community property or property that is otherwise jointly owned by me and my Agent.

Power with Respect to Qualification for Medicaid or Other Governmental Benefits _____ My Agent is authorized to utilize all lawful means and methods to recover such assets and rights, qualify me for and claim benefits provided by any governmental agency or body, to include Medicaid, Medicare, Supplemental Social Security, and Social Security Disability Insurance. This authority includes converting my assets into assets that do not disqualify me from receiving such benefits and to make gifts in accordance with the gifting authority granted elsewhere in this instrument. My Agent is directed to consider all rules, regulations and statutes regarding disqualification or other adverse actions that may result from such gifting.

Power to Make Gifts. _____ My Agent is authorized to make gifts, to include the forgiveness of indebtedness, to my spouse, my children and descendants and to the spouses of my children and descendants, to include my Agent, in whatever amounts and for whatever purposes as my Agent deems appropriate. My Agent may also make gifts to any tax-exempt charitable organization recognized under Internal Revenue Code (“IRC”) Sections 170(c) or 501(c)(3) and to those persons named as beneficiaries in the Principal’s most recent will or trust, life insurance policy, retirement benefits or payable on death designation. As to any donee, these amounts shall not exceed the largest amount which then qualifies for the annual exclusion allowed for federal gift tax purposes as set forth in Section 2503 of the IRC. The authority to make gifts is noncumulative and shall lapse at the end of each calendar year. All gifts may be made outright, in trust or to any guardian, conservator or custodian of an eligible donee. Gifts are not required to be in equal amounts and are not required to be made to all eligible donees.

Power to Create, Fund, Amend, and Terminate Trusts. My Agent is authorized to execute and amend a revocable trust agreement, to transfer property to the trustee, to withdraw or receive income or corpus of any trust that has been created by me or for my benefit, change or designate a trustee and to exercise any right that I may now have or later obtain in any such trust.

Power to Disclaim, Renounce, Release, or Abandon Property Interest. My Agent is authorized to renounce, disclaim, release, or abandon any property or interest in property to which I am or may become entitled, whether by gift, testate, or intestate succession.

Power with Respect to Taxes. My Agent is authorized to represent me in all tax matters. This includes

preparing, signing, filing and paying federal, state, and local income, gift, sales or excise tax return, and extensions and waivers of applicable periods of limitation, filing protests and petitions to administrative agencies and courts, and filing any tax related documents, including any power of attorney form required by the Internal Revenue Service and any other state or local taxing authority with respect to any tax year. I intend for this instrument to be the equivalent of Internal Revenue Service Form 2848 or other similar form used by state and local taxing authorities.

Power to Provide Support for Others. My Agent is authorized to support any person whom I have undertaken to support or to whom I owe an obligation of support, in the same manner as I may have provided in the past, adjusted if necessary by circumstances and inflation. If at any time I am legally separated or divorced from my spouse, any support provided to such spouse by my Agent shall be limited to such support as may be required by law.

Power to Access or Use Digital Accounts and Computers. My Agent is authorized to access and use any online or digital accounts or hardware that I use or own to include obtaining user names, passwords and other information used to access the account or website. This includes authority to access and modify online financial accounts, all websites that I use to transact business or other proprietary websites, all clouds or other means of electronic storage, all social media and email accounts. This also includes authority to access any personal computers or storage devices, smartphones, iPods or similar devices.

Power to Use and Accumulate Points. _____ My Agent is authorized to use for his or her own benefit any and all points, credits or other benefits and promotions that I may have accumulated or continue to accumulate from my use of credit or debit cards, airline flights, hotel stays or similar activities.

Power with Respect to Retirement Assets and Insurance Contracts. _____ My Agent is authorized to manage any interest that I may have in any retirement asset or insurance contract, which shall include any interest that I may have in any qualified retirement plan, annuity or account, such as any pension, annuity or other plan or account governed by ERISA, CSRS or FERS, any IRA, SEP-IRA or SIMPLE IRA, any tax-sheltered annuity, any deferred compensation plan, any modified endowment contract or any MSA. The authority to manage any such interest shall include making any elections or undertaking other acts which are required under applicable law to create, maintain or enhance any tax-advantaged status of my interest. The authority shall include authorizing the timing and amount of any distributions from the retirement asset or insurance contract. The authority shall include authorizing payment for premiums for any insurance contract. However, this authority is limited to the extent that my Agent does **not** have the authority to change the name of any beneficiary in any retirement asset or insurance contract.

Power to Sue Third Parties Who Fail to Act Pursuant to Power of Attorney. If any third party (including stock transfer agents, title insurance companies, banks, credit unions, and savings and loan associations) with whom my Agent seeks to transact refuses to recognize my Agent's authority to act on my behalf pursuant to this Power of Attorney, I authorized my agent to sue and recover from such third party all resulting damages, costs, expenses and attorney's fees that are incurred because of such failure to act. The costs, expenses, and attorney's fees incurred in bringing such action shall be charged against

my general assets, to the extent that they are not recovered from said third party.

ARTICLE III

Benefits Received by Agent. It is my intention that my Agent be reasonably compensated for the services rendered on my behalf and be reimbursed for any expenses paid by the Agent which were incurred on my behalf. Reasonable compensation shall not exceed the hourly wage or salary equivalent which the Agent customarily receives in his or her regular employment. Reimbursement shall include, but is not limited to, monies paid for medications (whether prescribed or purchased over the counter), medical co-payments, fees for medical, nursing and caregiver services or laboratory work, household or personal incidentals, automobile maintenance and repair, lawn services or landscaping, fees for professional services (such as an attorney, CPA or financial advisor), reasonable travel or lodging costs in performance of the duties created by this Power of Attorney, maintenance and repair of my residence and care of my pets. Benefits authorized to be received by my Agent shall include any imputed rent deemed to exist due to any arrangement, agreement or understanding between my Agent and I which allows my Agent to live rent-free in my residence or other property owned by me.

Waiver for Acts of Omission. My Agent, if acting in good faith, is hereby released and discharged from any and all civil liability and from all claims or demands made by me or my heirs and assigns arising out of acts or omissions of my Agent, except for willful misconduct and gross negligence.

Severability. If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provision or the remaining provision of this instrument.

Governing Law. This instrument shall be governed by the laws of the State of Arizona in all respects, including its validity, construction, interpretation, and termination.

Effect of Other Jurisdictions. To the extent permitted by law, this instrument shall be applicable to all property of mine, real, personal, intangible, and mixed, wherever and in whatever State of the United States or foreign country the situs of the property is at any time located. This includes all property now owned by me or subsequently acquired by me or for me by my Agent.

Separation or Divorce. If my spouse has been appointed my Agent or Alternate Agent, and my spouse and I are later legally separated or divorced, or in the event that such an action is now pending, such legal separation, divorce, or pending actions shall automatically and without notice remove my spouse as Agent or Alternate Agent.

I, the Principal, execute this document intending it to be effective on the date that it is signed. I understand that a) this document gives my Agent serious powers over me and my assets, b) the powers continue after I become incapacitated or disabled and c) I can revoke and cancel this document at any time and for any reason or no reason. Further, I, the Principal, sign my name to this Power of Attorney on the date indicated below and being first duly sworn, do declare to the undersigned authority that I

sign and execute this instrument as my Power of Attorney and that I sign it willingly or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the Power of Attorney and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.

DATED this D-T, 2014.

N-1, Principal

I, W-1, the witness, sign my name to the foregoing Power of Attorney being first duly sworn and do declare to the undersigned authority that the Principal signs and executes this instrument as his/her Power of Attorney and that he/she signs it willingly, or willingly directs another to sign for him/her, and that I, in the presence and hearing of the Principal, sign this Power of Attorney as witness to the Principal's signing and that to the best of my knowledge, the Principal is eighteen years of age or older, of sound mind and under no constraint or undue influence.

W-1, Witness

STATE OF ARIZONA)
)ss.
County of Maricopa)

Subscribed, sworn to and acknowledged before me by N-1, the Principal, and subscribed and sworn to before me by W-1, the witness, this D-T, 2014.

My Commission Expires:

Thomas J. Murphy
Notary Public