GENERAL DURABLE POWER OF ATTORNEY
of
PATRICK MCCHESNEY

I, Patrick McChesney, of 1500 E. Pusch Wilderness Drive #5203, Oro Valley, Arizona 85737, intending to create a power of attorney, do hereby nominate, constitute and appoint as my true and lawful attorney-in-fact ("Agent") my wife, Amanda McChesney, 1500 E. Pusch Wilderness Drive #5203, Oro Valley, Arizona 85737.

1. Financial Provisions

By my signature at the end of this document, I expressly empower my Agent to act for me and in my name, place and stead, and as my act and deed, and for my use and benefit, as follows:

A. To request, collect, sue for and receive all monies, debts, dues, accounts, legacies, bequests, interest, dividends, annuities, employee benefits, insurance benefits and demands whatsoever as are now or shall hereafter become due, owing, payable or belonging to me and to take all lawful actions in my name or otherwise for recovery thereof, by attachments, arrests, distress or otherwise, and to compromise, settle, discharge and release for the same;

B. To make, execute, deliver, bargain, contract, buy, sell, receive, take or accept possession of land, goods, wares and merchandise, deeds, assurances, choses in action, and any property interest whatsoever, and to make, do and transact all and every kind of business of whatsoever nature and kind and to lease, let, demise, bargain, sell, release, convey, mortgage and hypothecate lands and any property interest whatsoever, upon such terms and conditions and under such covenants as my Agent shall think fit;

C. To sign, seal, execute, deliver and acknowledge necessary or proper deeds, leases, mortgages, deeds of trust, bonds, bills, hypothecations, notes, receipts, evidence of debt, releases and satisfaction of mortgage, judgments and other debts and such other instruments in writing of whatsoever kind and nature as may be necessary or proper in the circumstances (including, but not limited to, the authority to sign my acceptance of property held in joint tenancy with right of survivorship, including situations where my Agent is one of the joint tenants);

D. To withdraw from or deposit to bank, savings, loan or other cash accounts in my name; to enter and freely access any safe deposit box in my name for the purpose of adding or removing property; to open and maintain a brokerage account or accounts of any kind; to delegate authority to an advisor, including but not limited to the authority to place buy and sell orders, or to wire funds;

E. To sign federal and state tax returns in my stead; to represent me in all tax matters; to prepare, sign and file federal, state and/or local income, gift, and other tax returns of all kinds, including joint returns, F.I.C.A. returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, including but not limited to consents and agreements under Internal Revenue Code § 2032A or any successor statute or regulation thereto and consents to split gifts, closing agreements and any power of attorney form required by the Internal Revenue Service

and/or any state and/or local taxing authority; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods before all officers of the Internal Revenue Service and state and local authorities; to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have any interest or responsibility;

F. To fund any revocable trust of which I am the Settlor;

G. To make annual exclusion gifts only to the following, provided that no gifts may be made to me, my estate or individuals to whom I have a support obligation, and that when my Agent is a donee, gifts outright or in trust to such Agent shall be limited to an amount necessary to qualify for the $5,000/5% exemption described in § 2514(e) of the Internal Revenue Code of 1986, as amended:

1. An individual or charity to whom I have previously made a gift;
2. An individual or charity who is a beneficiary under my most recently executed Will or Trust (as determined by the Trustee); or
3. An individual who or charity which is the natural object of my bounty;

H. To make or accept any elections, receipts or deferrals under any retirement plan whatsoever, including but not limited to a qualified pension, profit sharing, Keogh, individual retirement account or educational plan, either in a lump sum or any other proper manner;

I. To exercise the following powers with respect to Retirement, Employee or other Benefit Plans ("Benefit Plan"): (1) to establish and/or contribute to one or more Benefit Plans in my name; (2) to select any payment option under any Benefit Plan in which I am a participant; (3) to change any such payment option I may have selected; (4) to make and change beneficiary designations for any Benefit Plan if doing so is consistent with my overall estate plan (and notwithstanding the foregoing, my attorney-in-fact [including any spouse of mine if acting as my attorney-in-fact] may designate any spouse of mine as the beneficiary, outright and free from trust, of any Benefit Plan); (5) to make rollovers and/or trustee-to-trustee transfers, and to negotiate and establish the terms of such rollover or new Benefit Plan account; (6) to make withdrawals from any Benefit Plan, whether or not I had begun making withdrawals therefrom; (7) to determine the investment in any self-directed Benefit Plan; (8) to borrow money and purchase assets from a Benefit Plan and to sell assets from a Benefit Plan; and (9) to make any other elections in respect of any Benefit Plan that I could make. For purposes of this instrument the term Benefit Plan means any qualified retirement plan, including, but not limited to, a pension, profit sharing, stock bonus or other retirement plan, under Internal Revenue Code §§ 401(a) or 403(b) or any individual retirement account or annuity under Code § 408 (specifically including, but not limited to § 408A);

J. To purchase, accept, hold and deal with as owner policies of life insurance; to pay premiums, execute or cancel any such automatic premium loan agreement or provision; to assign any such policy as security for a loan; to collect the proceeds from any policy; to sell any policy at fair market value to anyone having an insurable interest in the policy; to exercise any policy option

regarding any dividend or surplus share apportioned thereto; to reduce a policy amount, convert, exchange or surrender the policy for its cash value; to elect any paid-up insurance or extended-term insurance nonforfeiture policy option, and to exercise any other policy-specific or company-specific right, option or benefit;

K. To assign, elect options under, change the beneficiary of (provided however, that any such change in beneficiary shall be consistent with the beneficiaries found in my Last Will and Testament, or my Revocable Trust, if any, respectively), borrow against, redeem, surrender, exchange, cancel and to pay any premiums due under my annuity contract or contracts providing for payments;

L. To do any act necessary, requisite or proper as fully as I might or could do if personally present, with full power of substitution and revocation, and I hereby ratify and confirm all that my Agent shall lawfully do or cause to be done by virtue hereof.

2. Administrative Provisions

A. My disability does not affect this General Durable Power of Attorney.

B. By signing at the end of this document and instructing my witness to do likewise, I acknowledge that any and all provisions herein may be used against my interests or to benefit my Agent.

C. I hereby revoke any and all powers of attorney I have previously executed.

3. HIPAA Release Authority

My Agent shall be treated as I would be regarding the use and disclosure of my individually identifiable health information or medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (a.k.a. HIPAA), 42 USC 1320d and 45 CFR 160-164. I authorize any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health care provider, any insurance company and the Medical Information Bureau Inc. or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose and release to my Agent, without restriction, all of my individually identifiable health information regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness and drug or alcohol abuse, and genetic conditions of any and all kinds. The authority given my Agent has no expiration date, shall expire only with written notice to my health care provider, and shall supersede any prior agreement that I may have made with my health care provider to restrict access to or disclosure of my individually-identifiable health information.

4. Nomination of Conservator

While I hope that this document obviates the need for a Conservatorship, if a court of competent jurisdiction should find that I need a Conservator, I hereby waive bond, surety, or security of any kind for such Conservator, and I nominate as my Conservator Amanda McChesney. If she is unable or unwilling to serve, I nominate as my Conservator my mother, Cynthia Shores.

5. Signatures, Witnessing and Attestation

I, Patrick McChesney, the Principal, intending to create a General Durable Power of Attorney, sign my name to this instrument on May 26, 2015, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my General Durable Power of Attorney and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence, and simultaneously hereby expressly ratify and confirm all provisions herein, specifically including the gift powers in Section (1)(G).

Patrick McChesney

I, Nancy Stovall, the witness, sign my name to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that Patrick McChesney signs, publishes, declares and executes this instrument as his General Durable Power of Attorney in my presence, and that he signs it willingly, and that I, in Patrick McChesney's presence and hearing, and at his request and direction, hereby sign this General Durable Power of Attorney as an attesting witness to his signing, and that to the best of my knowledge he is eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

Witness

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

Subscribed, sworn to and acknowledged before me by Patrick McChesney, the Principal, and subscribed and sworn to before me by the above-named witness, on May 26, 2015.

TREVOR DRAEGETH
Notary Public - State of Arizona
PIMA COUNTY
My Commission Expires
July 31, 2018

Notary Public

Subscribed, sworn to, and acknowledged before me also by Nancy Stovall, witness, on May 26, 2015