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FITZGIBBONS LAW OFFICES, P.L.C.

DURABLE GENERAL POWER OF ATTORNEY

(Effective upon disability of Principal)

PRINCIPAL:

BARBARA M. CROOK
4138 N. Merion Ct.
Florence, AZ 85132

AGENT:

JASON CANTRELL
8166 N. Palo Verde
Florence, AZ 85132


ALTERNATE AGENT:

JEAN LEATHERBY
700 Bayside Drive
Stevensville, MD 21666

The Principal, **BARBARA M. CROOK**, hereby revokes any and all prior durable general powers of attorney heretofore executed by Principal and hereby constitutes and appoints **JASON CANTRELL** to act as the true and lawful Agent for Principal and in the name, place and stead of Principal to complete and sign legal, financial or business documents on my behalf, including, but not limited to the following powers:

1. To draw and deposit monies from accounts of any nature belonging to and in the name of the Principal; to enter and use the contents of these accounts and any safe deposit box for the use and benefit of Principal and to open or close such accounts; and to ask, demand, sue for, recover, collect and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities, insurance benefits and demands whatsoever, as are now or shall hereafter become due, owing, payable or belonging to Principal; and to have, use and take all lawful ways or means, in the name of Principal, or otherwise, for the recovery thereof, by legal process, and to compromise and agree for, and grant acquittance or other sufficient discharges for Principal and in the name of Principal.


Principal


Witness

2. To make, seal, and deliver; to bargain, contract, agree, purchase, receive and take lands, tenements, hereditaments, and accept the seizing and possessing of all lands, and all deeds and other assurances in the law thereof; and to lease, let, demise, bargain, sell, remise, release, convey, mortgage, and pledge lands, tenements, hereditaments, upon such terms and conditions and under such covenants as Agent shall deem proper and in the best interests of Principal; and to bargain and agree for, buy, sell, mortgage, pledge, and in any and every way and manner deal in and with goods, wares and merchandise, chooses in action, and other property in possession or in action.

BMC W
Principal Witness

3. To make, do and transact all and every kind of business of whatever nature and kind for and in the name of the Principal, and as the Principal's act and deed; and to sign, seal, execute, deliver, and acknowledge such deeds, covenants, indentures, agreements, deeds of trust, mortgages, pledges, bills of lading, bills, securities, bonds, notes, receipts, evidences of debt, releases and satisfaction of deeds of trust, mortgages, judgments, and other debts, and such other instruments in writing, of whatever kind and nature, as may be necessary or proper in the premises.

BMC W
Principal Witness

4. To secure, convert, distribute for the Principal when disabled or missing and execute on behalf of Principal any business, financial or legal documents relating to gifts to family members or charities; disclaimers or renunciations of inheritances; bonds; mutual funds, investments, certificates of deposit, annuities, retirement benefits, federal and state tax returns or tax elections; Social Security benefits; insurance, Medicare and Medicaid; any general or special powers of appointment under trusts, or any other documents to protect the estate of the Principal except Wills, Contracts of Marriage or Dissolution, and Living Wills.

BMC W
Principal Witness

5. To transfer assets to the Trustee of any Revocable Trust established by the Principal, as now or subsequently amended, under which the Principal is a Grantor. To facilitate such transfer or transfers, the Agent shall have the following powers: to assign, transfer, and deliver all cash, bonds, stocks, securities, annuities, and other property of any kind, real or personal, owned by the Principal to the Trustee (or the Trustee's nominee; to withdraw any funds standing to the Principal's credit or to the Principal

credit jointly with others in any bank, savings and loan association, credit union or any other financial institution and to pay the sums withdrawn to the Trustee; to endorse and deliver to the Trustee, any checks, drafts, certificates of deposit, notes, or other instruments for the payment of money owing to the Principal; to convey to the Trustee or as Trustee directs, any real estate, interest in real estate, or beneficial interest in a Trust holding real estate which the Principal may own or possess; to designate the Trustee as beneficiary or owner of any life insurance policies, employee benefits plans, or individual retirements plans owned by the Principal or in which the Principal may have an interest; to execute and deliver any assignment, stock power, deed or other instrument which the Agent deems necessary or appropriate to carry out and effectuate this Power of Attorney, to sign the Principal's name to any instrument pertaining to or required in connection with the transfer of the Principal's property to the Trustee, and to give full receipts and discharges.

BMC
Principal

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Witness

6. The Agent shall specifically also have the rights, powers, and authority to deal with any or all "Digital Assets" which the Principal holds. "Digital Assets" shall include, without limitation, the legal, practical, and technical authority to control or manage any and all personal electronic devices, digital assets, and digital intellectual property. By way of illustration and not limitation, this shall include the rights to access and control any personal electronic devices, including computers, telephones, or any other device; social media profile or page which the Principal owns, licenses, and/or controls, including Facebook, Twitter, Instagram, and Google plus, and any or all similar accounts; any and all electronic commerce sites, whether in the name of the Principal or in the name of a company or d/b/a designation which the Principal owns or controls, including eBay, Craigslist; control or manage any loyalty program credits or awards, including airline miles, credit card awards, or any retail loyalty programs; control and manage any digital media accounts, including Netflix; any off site or other "cloud" storage of documents, files, computer backup, or digital information, including Google Drive, Dropbox; any or all financial accounts the Principal may have online, as well as access or control of any traditional financial accounts through electronic portals, including but not limited to any bank or brokerage company, electronic tax filings, utility accounts, loan or debt organization accounts, personal finance programs such as Quicken, or any online financial accounts such as Paypal; control and manage any internet assets such as blogs or domain names; and, any and all accounts that the Principal has established with any online retailers or sellers of any sort whatsoever. The Agent shall have the right to retrieve passwords; edit or remove content; reset information; delete pages and/or profiles or other information; take action under any account or profile;

transfer funds; withdraw and/or deposit money or other assets; and otherwise, without limitation, take absolutely any actions and have any powers that the Principal would have had with respect to any Digital Assets. Any company managing such digital accounts is specifically authorized and directed to deal with the Agent on the Principal's behalf.

This section specifically grants the Agent authority over the content of electronic communications sent or received by the Principal, as set forth in A.R.S. § 14-13109 and any custodian of electronic communications shall disclose to Agent the electronic communications of the Principal upon the required request for same under Arizona law. The Agent shall also have the specific authority to receive a catalogue of electronic communications sent or received by the Principal, **and** digital assets, pursuant to A.R.S. § 14-13110.

The Arizona Uniform Fiduciary-Access to Digital Assets Act specifically applies to this Power of Attorney as set forth in A.R.S. § 14-13103 (A)(1).

Pursuant to A.R.S. §14-13115, the Agent shall be an authorized user of the property of the Principal for the purpose of applicable computer-fraud and unauthorized-computer-access laws, including A.R.S. §13-2316.

BMC
Principal

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Witness

7. To do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as Principal might or could do if personally present. The Principal hereby ratifies and confirms all that the Agent shall lawfully do or cause to be done by virtue of this Power of Attorney. The Principal hereby waives any confidentiality requirements pursuant to the **Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d and 45 CFR 160-164**, and any other state and federal law as it relates to the Agent obtaining individually identifiable health information concerning the Principal. When in the process of determining the Principal's incapacity, my nominated Agent shall have the same right as the Principal under the HIPAA and other applicable laws, without restriction, to use, access and obtain copies of the Principal's individually identifiable health information and medical records, to receive information and to review the Principal's individually identifiable health information and medical records, to include any written opinion relating to Principal's incapacity.

BMC
Principal

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Witness

8. The Agent may (1) not use the assets of Principal for the Agent's own benefit or to pay its own legal obligations, (2) has no authority over any life insurance policies where Principal is the owner and Agent is the life insured, and (3) has no authority over any Irrevocable Trust where the Principal is the Trustee and Agent is the Grantor.

9. The Principal may revoke this Power of Attorney by giving actual written notice to anyone dealing with the Agent or by recording a Revocation of Power of Attorney with the County Recorder of Pinal County, Arizona. If the Principal does not revoke this Power of Attorney within six (6) months from its effective date by recording a Revocation, it shall be considered to be renewed and effective for additional six (6) month periods until either revoked by recording a Revocation of Power of Attorney or expired pursuant to an expiration-date set forth herein. The Principal's failure to record a Revocation shall be construed as renewal of the Power of Attorney.

10. **Although this Power of Attorney is durable and not limited or affected by the disability of the Principal, THIS POWER OF ATTORNEY SHALL NOT BECOME EFFECTIVE until and unless the Principal is certified to be disabled and unable to make or communicate business decisions, by the Principal's attending physician, in writing, with such written certification attached hereto.** Once it becomes effective, as provided herein, this Power of Attorney shall remain effective during the Principal's disability and until the Principal's attending physician certifies in writing that the Principal is no longer disabled and is able to make or communicate business decisions, whereupon this Power of Attorney shall not terminate, but shall become ineffective, unless otherwise revoked as set forth in Paragraph 9 above, until becoming effective again under the circumstances described in this Paragraph.

11. In the event that **JASON CANTRELL** is unable or unwilling to act in such capacity as my Agent, then I appoint **JEAN LEATHERBY** to serve as my Agent.

12. Additionally, I designate my Agent to be guardian of my person and conservator of my estate in the event that I am adjudged incapacitated by any court, and I direct that, except as otherwise required by law, no surety or other security shall be required on any official bond of any such guardian or conservator.

13. Each person, partnership, corporation or other legal entity relying or acting upon this Power of Attorney shall be entitled to presume conclusively that this Power of Attorney is in full force and effect unless written notice shall have been given by me to such person, partnership, corporation or other legal entity that this power has been

revoked, modified or amended.

14. Reproductions of this executed original shall be deemed to be original counterparts of this power of attorney.

WARNING TO PERSONS EXECUTING THIS DURABLE POWER OF ATTORNEY

This is an important legal document. It creates a durable power of attorney. Before executing this document, you should know these important facts:

1. This document may provide the person you designate as your Agent with broad powers to dispose, sell, convey, and encumber your real and personal property.
2. Once effective pursuant to Paragraph 10 above, these powers will continue to exist for an indefinite period of time unless your physician re-certifies in writing that you are no longer disabled and are able to make or communicate business decisions.
3. You have the right to revoke or terminate this Durable Power of Attorney at any time by (a) recording a revocation in the public office designated for that purpose on this Power of Attorney and (b) directly notifying your Agent and anyone who may be dealing with your Agent with respect to your property or other matters.

DATED this 27 day of Feb, 2018.



BARBARA M. CROOK
Principal

We, **BARBARA M. CROOK** and KATHLEEN OCHOA, the Principal and the Witness, respectively, whose names are signed to the foregoing instrument, being first duly sworn do hereby declare to the undersigned authority that the Principal initialed, signed and executed this instrument as her Durable General Power of Attorney, and that she is eighteen years of age or older and that she signed it willingly and that she executed it as her free and voluntary act for the purposes therein expressed, and that the Witness, in the presence and hearing of the Principal, initialed and signed the Power of Attorney as witness, and to the best of the Witness' knowledge the Principal was at that time eighteen years of age or older, of sound mind and under no duress, constraint or undue influence.

Signed this 23 day of Feb, 2018, in Casa Grande, Arizona.

Barbara M Crook
BARBARA M. CROOK
Principal

Kathleen Ochoa
Signature of Witness

STATE OF ARIZONA

County of Pinal) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED, before me, the undersigned Notary Public, by BARBARA M. CROOK, the Principal, and by KATHLEEN OCHOA, the Witness, this 23 day of February, 2018.

Cheryl Y. Elliott
Notary Public

Notary Seal and Expiration Date:

