

## GENERAL DURABLE POWER OF ATTORNEY

I, **JOHN A. GREEN**, as Principal, of **CHANDLER, ARIZONA**, hereby appoint **NANCY A. GREEN** as my agent, for me and in my name with reference to any interest from time to time owned by me in property, real or personal, wherever located ("property"), or other matters in which I from time to time may have a personal or financial interest. If for any reason **NANCY A. GREEN** is unable or unwilling to act as such, I nominate **LINDA B. GREEN** as my agent. If for any reason **LINDA B. GREEN** is unable or unwilling to act as such, I nominate **PAUL B. GREEN** as my agent.

1. To deposit in or withdraw from any bank, trust company, savings association, safe deposit company, broker or other depository or agent any moneys or other property and to examine or receive related records, including canceled checks. To endorse all checks and drafts made payable to me and collect the proceeds, to sign in my name checks on all accounts in my name, to withdraw funds from said accounts, to open accounts in my name.

2. To open and enter on my behalf any safe deposit box rented or held by me alone or jointly with others at any time to deposit in such box and to remove from such box any part or all of the contents thereof including any security or tangible personal property, as often and as freely as I could do if personally present, to cancel or modify the lease under which such box is rented and to surrender or exchange the same.

3. To pay my ordinary household expenses; to pay the costs of medical, nursing, hospital, convalescent and other health care and treatment, and to make application for insurance, pension or employee benefits related to such health care and treatment.

4. To retain, invest in, acquire by purchase, subscription, lease, rental or otherwise manage, sell, contract to purchase or sell, grant, obtain, or exercise options to purchase, options to sell or conversion rights, assign, transfer, convey, deliver, endorse, exchange, pledge, mortgage, abandon, improve, replace, repair, maintain, insure, lease or rent for any term and otherwise deal with all property; to sign transfer documents, including deeds, in connection with the sale, lease or purchase of real and personal property.

5. To enter upon and demand possession, or maintain, manage, improve, subdivide, resubdivide, raze, alter, replace, repair, maintain, dedicate, vacate, partition, release, lease, rent or renew, amend or extend leases or rental agreements for any term, contract to make leases or rental agreements, grant options to lease or to rent or to purchase the whole or any part of the reversion, contract regarding the manner of fixing present or future rentals, grant or reserve easements or other rights or charges of any kind on or with respect to, and cultivate, irrigate and operate, all interest in real estate now or hereafter owned by me, including beneficial interest in any trust and leasehold interests, and related improvements, equipment and supplies, alone or with others, by general or limited partnerships, trust agreements, joint ventures, corporations, associations, sharecrop agreements, leases, rental agreements, management or agency agreements, participation in government programs or otherwise.

6. To borrow from any source for any purpose and to mortgage or pledge any property to any lender, including my agent individually.

7. To demand, sue for, receive, and otherwise take steps to collect or recover all debts, rents, proceeds, interest, dividends, annuities, securities for money, goods, chattels, bequests, income from property, damages and all other property, to which I may be entitled or which are or may become due me from any person or organization; to commence, prosecute or enforce, or to defend, answer or oppose, contest and abandon all legal proceedings in which I am or may hereafter be interested; and to settle, compromise or submit to arbitration any accounts, debts, claims, disputes and matters now existing or which may hereafter arise between me and any other person or organization and to grant an extension of time for the payment or satisfaction thereof on any terms, with or without security.

8. To continue to carry, purchase, cancel or dispose of fire, casualty, property or income protection, medical, hospital, life, liability or other insurance and to pay any premiums thereon.

9. To sell, assign and transfer stocks, bonds, and other securities standing in my name or belonging to me, including specifically the authority to buy and sell stocks, bonds and other securities in my name and for my account and at such prices as he or she in his or her discretion shall determine.

10. To vote and give proxies to vote securities and approve or oppose mergers, consolidations, foreclosures, liquidations, reorganizations, the exchange of stocks, bonds, and other securities for new securities, or changes in the financial structure of any organization, and all other matters which may come before the shareholders; and to enter into voting trusts and other agreements restricting the voting, transfer or other use or disposition of interests in any organization.

11. To retain, continue, operate, manage, organize, acquire, invest in, terminate and dispose of, alone or with others, proprietorships, corporations, limited or general partnerships, joint ventures, land trusts and other business or property holding organizations under the laws of any jurisdiction; to lease, rent, sell, purchase or otherwise transfer any property to or from, make further investments in or advance or loan funds to, with or without security, and incur obligations on account of or for the benefit of, any such organization.

12. To undertake performance of any and all acts, whether or not otherwise specifically enumerated herein, including the sale of any property or the borrowing of any funds, which my agent considers necessary or appropriate in order to pay my federal estate taxes for which I am responsible; provided, however, that nothing herein shall be construed as requiring my agent to sell any property, to borrow any funds or to pay any such taxes.

13. To appear and represent me in regard to and to take all actions convenient or appropriate in connection with taxes imposed by any municipal, state, United States or foreign authority or government relating to any tax liability or refund, abatement or credit (including interest or penalties) due or alleged to be due from or to me or any other person or organization, association or trust for which I am responsible for the

preparation, signing, executing, verifying, acknowledging, or paying of any tax due or filing of a return or report, including without limitation federal or state income or gift tax, for any and all taxable years or periods; and for such purposes to inspect or receive copies of any tax returns filed by or for me, reports, or other papers or documents, compromises, or adjustments of any and all claims.

14. To prepare, draw, make, sign, execute, seal, acknowledge, verify, discount, accept, endorse, with or without recourse on me, waive demand, notice and notice of protest, file and deliver on my behalf, any and all checks, options, orders, notes, drafts, overdrafts, certificates of deposit, bills of exchange, deeds, directions to land trustees, mortgages, leases, rental agreements, powers of sale, bonds (of indemnity or otherwise) and contracts, transfers, assignments, proxies, agreements, receipts, releases, release deeds, composition agreements, discharges, income or personal or intangible property or gift or other tax returns, estimates, declarations, certificates, schedules, statements, claims of abatement, refund or credit, protests, requests (including requests for rulings from proper authorities), applications, waivers (including waiver of restrictions on the assessment or collection of any deficiency or additional tax), acceptances (including acceptance of any determination or proposed determination of additional tax or over assessment or overpayment of tax, including interest and penalties), contests or waivers or agreements for a later determination and assessment and collection of taxes that is provided by applicable statutes of limitations, closing agreements (whether in respect of a tax liability or a specific matter or otherwise), petitions, pleadings, motions, stipulations, consents and any other papers, documents or writings or things, with or without guarantees, surety obligations, covenants, warranties, indemnifications, representations, powers of substitution, affirmations or otherwise.

15. To appoint and employ, with or without compensation, any accountants, attorneys at law, investment counsel, agents, and to dismiss or discharge the same and to appoint or employ any others in their stead as my true and lawful agents, to appear and represent me as to all matters covered by this power of attorney, or for any other purpose, including, but not limited to, appearances before the Treasury Department of the United States, the Tax Court of the United States, the United States Court of Claims, or any other court of the United States or the District of Columbia, or any state, municipal or foreign court, and any department or official of the United States government or any state, municipal or foreign government; with full power and authority to such agents to do any and all acts convenient or appropriate in connection with such matters, including the specific acts described above, and to substitute agents subsequent to the date of such appointment and prior to any revocation thereof, and to delegate and revoke the authority so granted to them.

16. Finally (without prejudice to and in enlargement of the authority above conferred) to execute each and every instrument, undertake each and every obligation, and to take from time to time any and all action of whatsoever nature and with relation to any matters whatsoever, whether or not specifically mentioned herein, and to exercise in respect thereto as full and complete power and discretion as I myself might or could do.

**In addition to the foregoing powers, my agent shall have full power and authority to do the following acts, whether or not they may be considered to be in my best interest or for my benefit, if I and my witness have both separately initialed said paragraphs:**

17. To transfer, assign and convey any property or interest in property which I may own to any trust of which I am a beneficiary and under the terms of which I expressly have the power, exercisable alone or with others, to amend or revoke such trust whether such trust was created before or after the execution of this power of attorney. **Initials:** \_\_\_\_\_ and \_\_\_\_\_

18. To make such gifts as I have regularly made to my descendants, to other persons, and/or to charitable organizations and to initiate a gifting program to my descendants and/or to the heirs of my estate and/or to any beneficiary of any trust created by me, regardless of whether such person is acting as agent hereunder, if my agent, upon advice of my accountant, attorney-at-law or other financial advisor, determines that such gifting program will likely result in a reduction in federal or state death taxes. All such gifts may be made outright, in trust, or to any legal guardian or custodian under any applicable Uniform Gifts to Minors Act or Uniform Transfers to Minors Act. **Initials:** \_\_\_\_\_ and \_\_\_\_\_

19. To make any low-interest or interest-free loans to any person to whom gifts may be made under paragraph 18 hereinabove, with such duration and security, or entirely without security, as my agent deems advisable. **Initials:** \_\_\_\_\_ and \_\_\_\_\_

"My agent" refers to any person designated herein who is from time to time acting in such capacity, it being my intent that each person so designated shall have full authority to exercise the powers granted hereunder alone, notwithstanding that any other person so designated might be exercising such powers at the same time.

My agent may exercise the powers and authorities granted herein in each case as my agent in his absolute discretion deems desirable or appropriate under existing circumstances. I hereby ratify and confirm as good and effectual, at law or in equity, all that my agent or any agents appointed by my agent, and their agents, associates and substitutes may do by virtue hereof. However, despite the above provisions nothing herein shall be construed as imposing a duty on my agent to act or assume responsibility for any matters referred to above or other matters even though my agent may have the power or authority hereunder to do so and no agent shall be personally liable for any exercise or failure to exercise the powers and authorities granted herein by any other agent so appointed.

If any power or authority hereby sought to be conferred upon my agent should be invalid or unexercisable for any cause or not recognized by any person or organization dealing with my agent, the remaining powers and authorities given to my agent hereunder shall nevertheless continue in full force and effect.

Each person relying or acting upon this power of attorney shall be entitled to presume conclusively (a) that this power of attorney is in full force and effect unless written notice has been given by me to such person that this power has been revoked with respect to such agent and (b) that this power of attorney is exercisable by each agent acting alone and without the consent or action of any other agent so designated; provided, however, in the event such person has actual notice of a disagreement between my agents, this power of attorney shall be exercisable by my agents in the order named.

No person relying upon this power of attorney shall be required to see to the application and disposition of any moneys, stocks, bonds, securities or other property paid to or delivered to my agent or my agent's substitute pursuant to the provisions hereof. "Person" means any individual, partnership, corporation or other entity.

Nothing in this instrument shall be construed as creating in my agent a general power of appointment exercisable in his or her own behalf, or for the benefit of his or her estate, creditors, or creditors of his or her estate.

This power of attorney is not affected by my subsequent disability or incapacity or lapse of time, it being my intent that the power granted herein shall hereafter continue without interruption until my death unless previously revoked by me.

It is my intention that this Durable Power of Attorney provides for the administration of my affairs without the necessity of Court intervention. Accordingly, I request that any Court which may receive or act upon a petition for the appointment of a guardian or conservator for me should deny such petition so long as my agent is acting under this Durable Power of Attorney. If any Court should deem it necessary to appoint a guardian or conservator despite this request, then I nominate my agent to serve as guardian and conservator.

For purposes of this power of attorney any person acting as my agent thereunder shall be considered to have ceased or failed to act or to be legally incompetent to act when a physician, psychologist or other licensed health care professional, who is reasonably trained and experienced in dealing with incompetence and who is familiar with my said agent's condition, certifies in writing that he is unable to give prompt and intelligent consideration to financial affairs and/or to matters relating to my health care.

Unless the context requires otherwise, words denoting the masculine shall include the feminine and the neuter and vice versa, and words denoting the singular shall include the plural and vice versa.

**Effective Date.** The appointment of **NANCY A. GREEN** as my agent shall be effective upon the date of my execution of this Power of Attorney. The appointment of **LINDA B. GREEN or PAUL B. GREEN or JAMES F. ELLIS JR.** as my agent shall be effective upon the inability or unwillingness of **NANCY A. GREEN** to act as my agent and upon my incapacity. My incapacity shall be determined as follows:

**Incapacity.** I, **JOHN A. GREEN**, hereby designate that:

- (a) my regular, treating physician; and
- (b) another physician who is a specialist in whatever disease or illness then afflicts me and who is acting independently of:
  - (1) my said regular, treating physician;
  - (2) my spouse, child, parent, sibling, any other relative of mine; and
  - (3) any agent under this power of attorney, said agent's spouse, and said agent's child,

shall have the power to determine conclusively that my incapacity has occurred. That determination shall be made by my said Designees by a written declaration under penalty of perjury.

