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When recorded, return to:
LAW OFFICE OF MICHELE E. EMIG, P.C.
(Will Call)

DURABLE GENERAL POWER OF ATTORNEY
(Effective upon Disability of Principal)

Execution Date: August 11, 2008 Expiration Date: None specified

Place of Recordation: Pinal County, Arizona

PRINCIPAL:

HARVEY H. WHITE
1878 E. Sycamore Road
Casa Grande, AZ 85222

AGENT:

HELEN K. WHITE
1878 E. Sycamore Road
Casa Grande, AZ 85222

ALTERNATE AGENT:

VALERIE E. RANNEY
659 E. Las Colinas Place
Chandler, AZ 85249

- AND/OR -

GARY W. LOEPPKY
2 Oliver Court
Edgewood, NM 87015

The Principal, **HARVEY H. WHITE**, hereby revokes any and all prior durable general powers of attorney heretofore executed by Principal and hereby constitutes and appoints **HELEN K. WHITE** to act as the true and lawful agent for Principal and in the name, place and stead of Principal:

Witness: *dean*

Principal: *HW*

1. To establish, purchase, maintain, or terminate bank accounts, individual retirement accounts, security accounts, certificates of deposit, money market accounts, annuities, margin accounts, common trust funds, mutual funds, treasury bills and notes, and any other type of cash fund, cash equivalent or security in the name of the Principal or jointly in the name of the Principal with others, to draw and deposit monies from such accounts, and to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts, and to endorse, deposit, or collect any checks or drafts made payable to Principal or to Principal's order; and to enter and use the contents of these accounts and any safe deposit box for the use and benefit of the Principal.

HW
Principal

den
Witness

2. To ask, demand, sue for, recover, collect and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities, 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 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.

HW
Principal

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Witness

3. To make, sign, seal, and deliver; to bargain, contract, execute, 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 buy, lease, let, demise, bargain, sell, remise, release, exchange, convey, mortgage, hypothecate, and to accept as joint tenants or community property with right of survivorship, lands, tenements, hereditaments, upon such terms and conditions and under such covenants as Agent shall think fit; and to bargain and agree for, buy, sell, exchange, mortgage, hypothecate, 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.

HW
Principal

den
Witness

4. 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, mortgages, hypothecations, bottomries, charter parties, bills of lading, bills, securities, bonds,

Witness: den

Principal: HW

notes, receipts, evidences of debt, releases and satisfaction of mortgage, judgments, and other debts, and such other instruments in writing, of whatever kind and nature, as may be necessary or proper in the premises.

HW
Principal

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Witness

5. To continue the operation of any business owned by the Principal, whether a sole proprietorship, partnership, corporation or other legal entity, for such time and in such manner as my Agent shall deem advisable, including, but not limited to, to employ and terminate any individuals, pay compensation to any employees, provide benefits to any employees, employ legal, accounting, financial or other consultants, continue, modify, terminate, renegotiate and extend any contractual arrangements made by the Principal or authorized on the Principal's behalf, execute business tax returns and other government forms required to be filed by any business, contribute additional capital to any business, change the legal form of any business; to sell, borrow against or liquidate any business at such time and on such terms as my Agent deems advisable; to delegate management responsibilities to any person, to represent the Principal in establishing the value of any business under any "buy-out" agreement to which the Principal may be a party; to execute an election under Subchapter S or any other provision of the Internal Revenue Code.

HW
Principal

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Witness

6. 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.

HW
Principal

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Witness

7. To execute for the Principal when disabled or missing, any gifts to family members or charities; disclaimers or renunciations of inheritances; any tax returns or tax elections; 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.

HW
Principal

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Witness

Witness: den

Principal: HW

8. In the event the Agent is the Principal's spouse, and to the extent not otherwise expressly prohibited by the terms of this Power of Attorney, the Principal's spouse is specifically authorized to exercise all rights, fulfill all obligations and satisfy all debts regarding the Principal's interest in any community property or property that is otherwise jointly owned by the Principal and the Agent. Additionally, if the Agent is the Principal's spouse, the Agent may continue to utilize the Principal's money, property and other assets in the same manner as the Principal utilized such assets prior to incapacity for the reasonable support, care and comfort of the Principal's spouse, children and other dependents. In the event that the Agent is not the Principal's spouse, the Agent may (1) not use the assets of Principal to pay his or her 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.

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Principal

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9. This Power Of Attorney shall not be affected by the disability of the Principal pursuant to the provisions of Arizona Revised Statutes Section 14-5501. 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 the expiration date. 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 or financial decisions, by the Principal's 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, pursuant to the provisions of Arizona Revised Statutes §14-5501, and until the Principal's physician certifies in writing that the Principal is no longer disabled and is able to make or communicate business or financial 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.

Witness: den

Principal: HW

11. This Power of Attorney authorizes my Agent to make various property related decisions on my behalf, some of which are decisions relating to my health care. Accordingly, I confirm that in connection therewith, my Agent shall be treated as my personal representative for all purposes relating to my personal health care information as provided in the *Health Insurance Portability and Accountability Act of 1996* (HIPAA) and the *Standards for Privacy of Individually Identifiable Health Information* (The Privacy Rule). I hereby release my physician and any other health care provider who, in good faith, relies on this Power of Attorney, from liability for the release of my personal health care information to my Agent. By signing my initials at the end of this paragraph, I hereby acknowledge that I have read this paragraph and that I understand the contents and consequences thereof.

HW
Principal

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Witness

12. In the event that **HELEN K. WHITE** is unable or unwilling to serve or continue to serve as my Agent for any reason, then, and in that event, I appoint **VALERIE E. RANNEY** and **GARY W. LOEPPKY**, or either of them if the other is unable or unwilling to serve or continue to serve, to serve as my Agent. In the event that more than one individual is serving as my Agent, the agreement of all shall be required for any and all acts except as otherwise expressly provided herein. The signature of only one Agent shall be necessary on any check drawn on any of the Principal's bank accounts for the payment of the Principal's debts or expenses.

13. Additionally, I designate my Agent to be 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 conservator. If my Agent is unable or unwilling to serve or continue to serve, then I nominate either or both of my Alternate Agents. I oppose the appointment of anyone other than my Agent or Alternate Agents unless at the time of the conservatorship, they are either unwilling or unable to serve.

14. 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.

15. Any person or entity dealing with my Agent pursuant to this Durable General Power of Attorney shall rely on a photocopy of this document as if it were the original.

Witness: den

Principal: HW

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. The powers of your Agent will continue to exist for an indefinite period of time unless you limit their duration in this document. These powers will continue to exist notwithstanding your subsequent disability or incapacity.
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 as set forth in Paragraph 9 above, or (b) directly notifying in writing your Agent and anyone who may be dealing with your Agent with respect to your property or other matters.

NOTICE TO AGENT

Under § 14-5506 of the Arizona Revised Statutes, an Agent cannot receive any benefits from the Principal unless those benefits are specifically identified in detail within this Durable General Power of Attorney or within a written contract. Otherwise, the Agent could be subject to criminal prosecution or subject to the penalty provisions under Arizona Revised Statutes § 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. The Agent should carefully review these statutes and consult with a knowledgeable attorney concerning the powers granted to the Agent under this Durable General Power of Attorney prior to exercising the authority granted herein. The Agent may utilize the Principal's funds to pay the cost of such consultation.

Hew
Principal

~~Hew~~ Hew
Witness

Witness: Hew

Principal: Hew

I, **HARVEY H. WHITE**, the Principal, hereby sign my name to this Durable General Power of Attorney this 11th day of August, 2008, and being first duly sworn, declare to the undersigned authority that I sign and execute this instrument as my Durable General Power of Attorney, that I fully understand its purpose and effect; that I sign it willingly; that I execute it as my free and voluntary act for the purposes expressed herein; and that I am eighteen (18) years of age or older, of sound mind and under no constraint or undue influence. I further certify that by placing my initials at the end of certain paragraphs contained herein, I understand that my Agent may personally benefit from the acts authorized by those paragraphs, that such acts may not be solely in my best interests, and I specifically acknowledge my consent and approval of those paragraphs.

Harvey H White
HARVEY H. WHITE

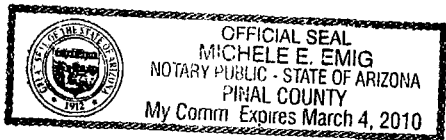
I, **DIANE NICHOLS**, the Witness, sign my name to the foregoing instrument being first duly sworn and hereby declare that the Principal signed and executed this instrument as his Durable General Power of Attorney, and that he signed it willingly and that he executed it as his free and voluntary act for the purposes therein expressed, and that I, in the presence and hearing of the Principal, signed the power of attorney as witness to the Principal's signing and, to the best of my knowledge, the Principal was at that time eighteen (18) years of age or older, of sound mind and under no duress, constraint or undue influence.

Diane Nichols
WITNESS

Diane Nichols
CASA Grande, AZ

STATE OF ARIZONA)
) ss.
 County of Pinal)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED, before me this 11th day of August, 2008, by **HARVEY H. WHITE**, the Principal, and by **DIANE NICHOLS**, the Witness.



Michelle E. Emig
 Notary Public
Hw

Witness: [Signature]

Principal: [Signature]