

- ii. To sell, assign, transfer, convey, exchange, deed, mortgage, pledge, lease, let, license, demise, remise, quitclaim, bargain or otherwise dispose of any or all of my real estate, stocks, bonds, evidence of indebtedness and other securities and other personal tangible or intangible or mixed property, or any custody, possession, interest or right therein at public or private sale, upon such terms, consideration, and condition as my said attorney shall deem advisable and execute, acknowledge and deliver such instruments and writings of whatsoever kind and nature as may be necessary, convenient or proper in the premises.
- b. **Management Powers:** To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein that I now own or may hereafter acquire in my name and for my benefit, upon such terms and conditions as my Agent shall deem proper;
- c. **Banking Powers:** To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations, and other institutions, execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted;
- d. **Business Interests:** To conduct or participate in any lawful business of whatever nature for me and in my name; to execute partnership or limited liability company agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to carry out the provisions of any agreement for the sale of any business interest or the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and to exercise stock options;
- e. **Power to Hold Property and Make Investments:** The power to hold or acquire any property, real or personal, or securities, regardless of whether such property or securities are a so-called "Legal" investment, where such course is in the Agent's opinion, for my best interest;
- f. **Depositing Money and Other Property:** To deposit in my attorney's name or my name, or jointly in both our names, in any banking institution, funds or property, and to withdraw any part or all of my deposits at any time made by me on my behalf;
- g. **Recovering Possession of Property:** To eject, remove or relieve tenants or other persons from, and recover possession of, any property, real, personal or mixed, in which I now or hereafter may have an interest;
- h. **Litigation:** To institute, maintain, defend, compromise, arbitrate or otherwise dispose of, any and all actions, suits, attachments or other legal proceedings for or against me;
- i. **Tax Returns:** To prepare and execute, or cause to have prepared and executed, any tax returns, including, without limitation, Federal income tax returns, State income tax returns; to execute any claims for refund, protests, applications for abatement, petitions to the United States Board of Tax Appeals or any other Board or Court, Federal or State, consents and waivers to determination and assessment of taxes and consents and waivers agreeing to a later determination and assessment of taxes than is provided by statute of limitations; to receive and endorse and collect any checks in settlement of any refund of taxes; to examine and to request and receive copies of any tax returns, reports and other information from the United States Treasury Department or any other taxing authority, Federal or State, in connection with any of the foregoing matters;

3. **Miscellaneous.** I grant to the Agent named herein the following additional powers of authority:
- In the event any agent named herein should be of the opinion at any time that she or he does not have the expertise to manage all of any part of my assets, I grant to said Agent the right and power to delegate the management powers herein granted over all or any part of my assets to any person(s) or firm(s), and to enter into any management or agency agreements with said person(s) or firm(s), pertaining thereto, with the right on the part of the Agent named herein to revoke and cancel any such agreement at any time upon thirty (30) days' notice to said person(s) or firm(s).
 - I further authorize and empower the Agent to engage, employ and dismiss any agents, clerks, attorneys-at-law, accountants, investment advisors, custodians, or other persons in and about the performance of these presents as my Agent shall think fit.
- Any decision made by the said Agent with respect to the matters set forth herein shall be binding and conclusive upon all the beneficiaries of my estate and said Agent shall be released and discharged of and from all liability for any such decisions that she or he may make in good faith with respect thereto.
4. **Interpretation and Governing Law.** This instrument is to be construed and interpreted as a general durable power of attorney. The enumeration of specific power herein is not intended to, nor does it, limit or restrict the general power herein granted to my Agent. This instrument is executed and delivered in the State of Washington, and the law of the State of Washington shall govern all questions as to the validity of this power and the construction of its provisions. This instrument is intended to be effective in all states of the United States and in all foreign countries.
5. **Indemnity.** I hereby bind myself to indemnify my Agent and my successor who shall so act, against any and all claims, demands, losses, damages, actions and causes of action, including expense, costs and reasonable attorneys' fees, which my Agent at any time may sustain or incur in connection with carrying out the authority granted her in this power of attorney.
6. **Nomination of Guardian or Conservator.** In the event court proceedings are hereafter commenced to appoint a guardian, conservator or other fiduciary to manage and conserve my property, I hereby nominate and appoint my Agent above-named as my guardian, conservator or other fiduciary, to serve without bond unless otherwise required by a court of competent jurisdiction.
7. **Revocation.** This general durable power of attorney may be voluntarily revoked by me by written instrument signed by me and delivered to my Agent. Any affidavit executed by my Agent stating that she does not have, at the time of doing any act pursuant to this power of attorney, actual knowledge of the revocation or termination of this power of attorney, is, in the absence of fraud, conclusive proof of the non-revocation or nontermination of the power at that time.
8. **Death.** My death shall not revoke or terminate this agency as to my Agent or any other person who, without actual knowledge of my death, acts in good faith under this power of attorney. Any action so taken, unless otherwise invalid or unenforceable, shall be binding upon me and my heirs, devisees and personal representatives.

FURTHER, I do authorize my Agent to execute, acknowledge and deliver any instrument under seal or otherwise, and to do all things necessary to carry out the intent hereof, hereby granting unto said Agent full power and authority to act in and concerning the premises as fully and effectually as I may be if personally present.

