

After Recording, please return to:

Barbara J. Gilmore
1810 East Division Street #441
Mount Vernon, WA 98274
208401-LT

Document Title(s): Durable General Power of Attorney
Reference Number(s) of Documents assigned or released: (on page __ of document(s))
Grantor(s): Richard D. Gilmore
Additional Names on page of document.
Grantee(s): Barbara J. Gilmore
Additional Names on page of document.
Abbreviated Legal Description: Unit 20, Bldg. 10, Ridge condo., Phase 4
Additional legal is on page of document.
Tax Parcel Number(s): 4711-000-020-0000/P112644

When recorded return to:

DURABLE GENERAL POWER OF ATTORNEY
OF
RICHARD D. GILMORE

1. APPOINTMENT.

I, Richard D. Gilmore ("Principal"), hereby appoint Barbara J. Gilmore my attorney-in-fact. If Barbara J. Gilmore resigns or for any reason is unable to act as attorney-in-fact, Steven R. Gilmore is appointed successor attorney-in-fact. If Steven R. Gilmore resigns or for any reason is unable to act as attorney-in-fact, Mark R. Gilmore is appointed successor attorney-in-fact.

2. EFFECTIVE DATE.

This Durable General Power of Attorney shall become effective upon execution as it relates to my spouse only. It is not necessary that this instrument be filed or recorded to be effective.

As it relates to any attorney-in-fact other than my spouse, this Durable General Power of Attorney shall only become effective as long as the Principal is considered disabled in accordance with the provisions of Section 2.1 of this article. Disability shall be evidenced by either a judgment or decree of a court of competent jurisdiction, or by written statement made by a licensed physician on the certificate attached to this Durable General Power of Attorney (or in a similar separate statement).

2.1. Disability used in this Durable General Power of Attorney is defined as the inability to manage my property or affairs effectively for reasons such as (but not limited to) age, physical illness, development of disability, disappearance, mental illness, mental retardation, incompetency, chronic or excessive use of drugs or alcohol, or confinement, or inability to care for myself.

3. DURATION.

This Durable General Power of Attorney shall not be affected by the disability of the Principal and shall continue until terminated notwithstanding any uncertainty as to whether the Principal is dead or alive.

4. POWERS OF ATTORNEY-IN-FACT.

4.1. **General Grant of Authority.** By the execution of this Durable General Power of Attorney, it is my intention that my attorney-in-fact have all powers to do all things that I might do if personally present and legally competent.

4.2. **Specific Examples.** Without in any way limiting the generality of the foregoing, my attorney-in-fact is granted the power, authority and discretion:

4.2.1. **Collection of Money Owed to Me.** To collect and receive all sums of money owed to me, including but not limited to rents, interest, dividends, annuities, pension payments, Social Security benefits, or other receivables, and to use all lawful ways and means in my name for the recovery thereof.

4.2.2. **Purchase of Treasury Bonds.** To purchase United States of America Treasury Bonds which may be redeemed at par in payment of any federal estate tax which will be imposed upon my estate.

4.2.3. **Brokerage Accounts.** With respect to any account with any brokerage firm, to buy, sell (including short sales), and trade in, for my account and risk and in my name, stocks, bonds, and any other securities or commodities and/or contracts for commodities or securities, on margin or otherwise, and in accordance with such firm's terms and conditions, and to enter into any customer's agreement on my behalf; to receive and deliver securities, commodities, and contracts and to order their reception from and delivery to others, either free or against payment for my account; to receive and make payments for my account; to order the reception of payments for my account; to order the reception of payments from, and the making of payments to, others for my account; to receive statements of transactions made for my account and to approve and to confirm the same; to receive any and all notices and demands of every nature or kind addressed to, or intended for, me in relation to transactions made for my account; to execute any and all agreements with any such brokerage firm's rules and regulations concerning any of the aforesaid transactions. I hereby

waive notification to me of any of the aforementioned transactions and the furnishing of any statements, notices, or demands pertaining thereto. Such firm shall not be responsible in any way for the exercise of the discretion granted herein or for any transaction hereunder, whether or not my attorney-in-fact has acted in good faith and whether or not such exercise of discretion or any such transaction is supervised or approved by such firm pursuant to any rule of any stock exchange or otherwise. I hereby consent to the exercise by such firm of such supervision in respect of any or all transactions, but neither this consent nor the exercise of supervision by such firm shall in any case obligate it, or imply any course of conduct obligating it, to do so in respect of any transaction.

- 4.2.4. Payment of My Liabilities and Expenses. To pay my debts, liabilities, and expenses.
- 4.2.5. Property. To transfer, sell, purchase, lease, encumber, assign, exchange, and convey, or exercise any option, election, or power with respect to any or all property, real and personal, tangible and intangible, within or without the State of Washington (including specifically my homestead interest in any real property), as my attorney-in-fact determines, and to disclaim any interest, as defined in Chapter 11.86 of the Revised Code of Washington, and any successor sections thereto, in any property to which I would otherwise succeed.
- 4.2.6. Bank Accounts; CDs; Money Market Funds. To make deposits to and withdrawals from, and to open and close any savings or checking account or any certificate of deposit or money market fund in my name alone, in my name and the names of others, or in my name as trustee.
- 4.2.7. Safe Deposit Box. To have access to the contents of any safe deposit box in my name or in my name and the name of another person, and to remove any or all contents thereof, which I would have the right to remove, and to add items thereto.
- 4.2.8. Tax Matters. To sign my tax returns; apply for, receive, endorse, and deposit refund checks; pay taxes; and act on my behalf in case of any dispute with the Internal Revenue Service or other federal, state, or local taxing authority.
- 4.2.9. Gifts. To annually make gifts not in excess of the amount that is excludable from taxable gifts under Section 2503 of the Internal

Revenue Code of 1986 at the time of such gift to my relatives, close friends, or other natural objects of my bounty. My attorney-in-fact shall not be prohibited by RCW 11.95.100 from making gifts to himself or herself that are otherwise permitted by this Paragraph 4.2.9.

4.2.10. Donations. To make donations to religious and charitable organizations which I have regularly supported.

4.2.11. Confidential Information. To direct any attorney at law, accountant, health care provider or other person who has confidential information about me or my business or personal affairs to disclose such information to such persons as my attorney-in-fact may direct, including my attorney-in-fact himself or herself.

4.3. Health Care Decisions.

4.3.1. I recognize that I may become unable, and uncertainty may arise as to my ability, to make health care decisions for myself. I desire that if I become unable to make health care decisions for myself, and if there should ever be any uncertainty as to my ability to make health care decisions for myself, my attorney-in-fact has the legal right and authority to make health care decisions for me. This appointment shall not be affected by my disability. My attorney-in-fact shall have authority to do anything which such attorney-in-fact could do under the laws of the State of Washington if such attorney-in-fact had been appointed the guardian of my person.

4.3.2. My attorney-in-fact may, but shall not be obligated to, consult with or obtain the concurrence of any member of my family as to health care decisions made for me, and I authorize all health care providers and health care facilities to rely upon the decisions of my attorney-in-fact.

4.3.3. I authorize my attorney-in-fact to provide informed consent to medical treatment on my behalf and to refuse medical treatment on my behalf on recommendation of my attending physician or physicians, provided, however, that if I am incompetent as defined in RCW 11.88.010(1)(b) at the time such consent is sought: (a) No such consent shall be given if a guardian has been appointed for my person and such guardian has refused to give such consent; and (b) Before such consent is given, my attorney-in-fact shall determine in good faith that I would consent to the proposed medical treatment if I were competent, or if such determination cannot be made, that my attorney-in-fact consents

to the medical treatment only after determining that it is in my best interests.

The term "medical treatment" is used in the broadest possible sense to include, without limitation, hospitalization; tests; examinations; surgery; prescription and administration of medicine; emergency care; mental health care; dental care; nursing home care; home health care; hospice care; artificial or mechanical means of nutrition, hydration, respiration, and circulation; and medication or procedures intended to relieve pain or discomfort, even though such use may lead to physical damage, addiction, or hasten the moment of my death.

4.3.4. I direct my attorney-in-fact to honor my exercise of my legal right to refuse medical treatment as expressed in any Health Care Directive ("Living Will") signed by me. I direct my attorney-in-fact to follow my desires as stated in such documents or otherwise known to my attorney-in-fact, and to attempt to discuss proposed decisions with me to determine my desires if I am able to communicate in any way. If my attorney-in-fact cannot determine my desires, then decisions made for me shall be based upon what my attorney-in-fact believes to be in my best interests.

4.3.5. My attorney-in-fact is authorized to request, receive, and review any information, verbal or written, pertaining to my physical or mental health, including medical and hospital records, and to execute any releases, waivers, or other documents that may be required to obtain such information, and to disclose such information to such persons, organizations and health care providers as my attorney-in-fact may, in his or her sole discretion, determine to be in my best interest. I authorize health care providers and facilities to disclose and furnish such information and records pertaining to my physical and mental health to my attorney-in-fact. This information, whether verbal or written, regarding my physical or mental health, specifically includes any health care information related to testing, diagnosis, and/or treatment for HIV, sexually transmitted diseases, psychiatric disorders/mental health, or drug and/or alcohol use. I hereby waive my physician-patient privilege as to all communications between my physician (or other health care provider) and me to the extent necessary to permit my physician (or other health care provider) to disclose to my attorney-in-fact all such information pertinent to my care. I further authorize my attorney-in-fact to waive such privilege, if and only to the extent that my attorney-in-fact deems it in my best

interest to do so, in order to furnish information to third parties to facilitate my care.

In furtherance of the foregoing and in contemplation of the protections afforded by the Health Insurance Portability and Accounting Act of 1996 (HIPAA), as well as the protection afforded by RCW 70.02.030, any and all physicians and health care facilities are hereby authorized to release to my attorney-in-fact and successor attorneys-in-fact designated herein during the principal's life any and all of the principal's medical records and individually identifiable health information including, but not limited to mental health records.

- 4.3.6. My attorney-in-fact is authorized to employ and discharge health care providers, including but not limited to physicians, psychiatrists, psychologists, dentists, nurses, chiropractors, opticians, and therapists, as the attorney-in-fact shall deem appropriate for my physical, mental, and emotional well-being. My attorney-in-fact is also authorized to pay reasonable fees and expenses for such services.
- 4.3.7. My attorney-in-fact is authorized to apply for my admission to a hospital or other medical, nursing, convalescent, residential, or hospice facility, execute any consent or admission forms required by such facility, and enter into agreements for care at such facility or elsewhere during my lifetime or for such lesser periods of time as the attorney-in-fact may determine.
- 4.3.8. The authority conferred on my attorney-in-fact includes the authority to make anatomical gifts, to authorize an autopsy, and to direct the disposition of my remains, to the extent permitted by law.
- 4.3.9. The authority conferred on my attorney-in-fact includes the authority to pursue legal action in my name and at my expense to force compliance with my desires regarding medical treatment.
- 4.3.10. The authority conferred on my attorney-in-fact includes to sign any documents relating to refusals of treatment or the leaving of a facility against medical advice.
- 4.3.11. I expressly authorize and direct my attorney-in-fact to pay expenses incurred by me by any attorney-in-fact for health care decisions appointed by me and to reimburse such attorney-in-fact for health care decisions for any of my health care expenses paid by such attorney-in-fact.

5. **LIMITATIONS ON POWERS.**

5.1. **Testamentary Documents.** My attorney-in-fact shall not amend or revoke any will, codicil, trust, or any other testamentary document I have executed or shall execute, provided, however, that if it should be determined by my attorney-in-fact, in consultation with my then-acting lawyer, that the existence of (a) any account or document passing property outside of probate including, without limitation, life insurance policies, or (b) any property held as joint tenants with right of survivorship or as tenants by the entirety, or (c) a community property agreement, is inconsistent with my overall estate plan, my attorney-in-fact shall have the power to take whatever action is necessary to assure that any such property and the funds in any such account passes in a manner consistent with my overall estate plan, or to join with my spouse in any such action, to assure that any such property, the funds in any such account, or any property subject to any such community property agreement or document, passes in a manner consistent with my overall estate plan.

5.2. **Gifts.** My attorney-in-fact shall not make gifts of my property to any person, except as expressly authorized by this instrument.

5.3. **Loans.** My attorney-in-fact shall not loan my money or credit to any person.

6. **USE OF ESTATE FOR BENEFIT OF PRINCIPAL AND SPOUSE.**

My attorney-in-fact shall use my property and make discretionary distributions of income and principal to me, to my spouse, or to others in order to provide for the maintenance, comfort, support, and health needs of my spouse and me.

7. **RELIANCE.**

Every person, including my attorney-in-fact, shall be entitled to rely upon this Durable General Power of Attorney until he or she has received actual knowledge of the termination of this Durable General Power of Attorney. No person dealing with my attorney-in-fact shall be required to inquire into the propriety of any of the actions of the attorney-in-fact. No person acting in good faith and in reasonable reliance on this Power of Attorney shall incur any liability thereby.

8. **INDEMNITY.**

My estate shall hold harmless and indemnify my attorney-in-fact from all liability for acts performed in good faith.

9. **APPOINTMENT OF GUARDIAN.**

In the event it is necessary to appoint a guardian or limited guardian for my person or estate, I appoint Barbara J. Gilmore for that purpose. If she declines, fails, resigns, or for any reason is unable to act as guardian, Steven R. Gilmore is appointed as said guardian. If he declines, fails, or for any reason is unable to act as guardian, Mark R. Gilmore is appointed as said guardian.

10. **REVOCAATION.**

10.1. I may revoke this Durable General Power of Attorney at any time by written notice to my attorney-in-fact, unless at the time revocation is sought I have been determined to be disabled pursuant to Section 2.1 hereof and no determination that I am no longer disabled has been made.

10.2. The appointment of a guardian of my estate shall vest in that guardian, with court approval, the power to revoke this Durable General Power of Attorney. A guardian of my person shall not have such power.

10.3. My death shall revoke this Durable General Power of Attorney only at such time as my attorney-in-fact receives actual knowledge of my death.

10.4. No revocation shall be effective unless such written revocation has been received by my attorney-in-fact. In addition, if this Durable General Power of Attorney has been recorded, no written revocation shall be effective until written notice of revocation has been recorded in the county where the Durable General Power of Attorney was originally recorded.

10.5. The filing of a petition for dissolution of marriage or for legal separation shall automatically revoke this Durable General Power of Attorney.

11. **RESIGNATION.**

If my primary attorney-in-fact should resign or should fail, cease, or be unable temporarily or permanently to serve as my attorney-in-fact, my alternate attorney-in-fact, named below, shall serve as my attorney-in-fact. My alternate attorney-in-fact shall have the same powers and authority and shall be subject to the same limitations granted to and imposed upon my primary attorney-in-fact. Any person or institution dealing with my alternate attorney-in-fact shall be entitled to rely on a written statement signed by either my primary attorney-in-fact or my alternate attorney-in-fact that my primary attorney-in-fact has resigned, ceased, or failed to serve or is temporarily or permanently unable to serve at such time.

- 11.1. My primary attorney-in-fact is: Barbara J. Gilmore.
- 11.2. My first alternate attorney-in-fact is: Steven R. Gilmore.
- 11.3. My second alternate attorney-in-fact is: Mark R. Gilmore.

12. COMPENSATION OF ATTORNEY-IN-FACT.

My attorney-in-fact shall be entitled to receive compensation for his or her services rendered at the standard rate applicable for such services in Island County, Washington.

13. CHOICE OF LAW.

The laws of the State of Washington and, in particular, Chapter 11.94 of the *Revised Code of Washington*, and any successor sections thereto, shall govern this Durable General Power of Attorney in all respects.

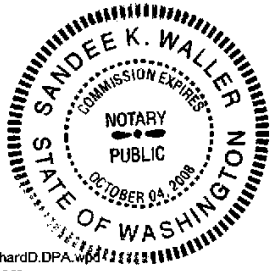
DATED this 5 day of SEPTEMBER, 2007.

Richard D. Gilmore
Richard D. Gilmore, Principal

STATE OF WASHINGTON)
(ss.
COUNTY OF ISLAND)

On this 5th day of September, 2007, before me, a Notary Public in and for the State of Washington, personally appeared Richard D. Gilmore, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above-written.



Sandee K Waller
(Signature)
Sandee K Waller
(Print Name)
NOTARY PUBLIC
My Appointment Expires: 10-04-08

CERTIFICATE OF PHYSICIAN

THE UNDERSIGNED hereby certifies:

1. I am a physician licensed in the State of Washington to practice medicine.
2. Richard D. Gilmore (the "Principal") has been examined by me and I find that the Principal is physically and/or mentally disabled or incapacitated in that the Principal is incapable of managing the Principal's own affairs.

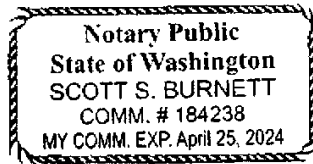
DATED: 2/27, 2023.

[Signature]
 (Signature) Robert P. Ringo
 (Printed Name)
 Address of Certifying Physician:
2511 W AVE
Seattle WA
98221

STATE OF WASHINGTON)
 COUNTY OF ISLAND Skagit)^{ss.}

On this date personally appeared before me Scott S Burnett to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27 day of Feb, 2023.



[Signature]
 (Signature)
Scott S Burnett
 (Print Name)
 NOTARY PUBLIC
 My Appointment Expires: 4-25-24