

**INDIVIDUAL DURABLE POWER OF ATTORNEY**

**OF**

**DAVID ALLEN CREAGAN**

THE UNDERSIGNED INDIVIDUAL, as the principal, domiciled and residing in the State of Washington, designates the following named person as attorney-in-fact to act for the undersigned individual pursuant to RCW 11.94.

1. **Designations.** NITA GERTRUDE KING is designated as attorney-in-fact for the principal. In the event that a guardianship or limited guardianship of the principal's person or estate is necessary, the principal nominates the attorney-in-fact designated herein to serve in that role, subject to the confirmation of the court.
2. **Effectiveness.** This Power of Attorney becomes effective immediately and shall not be affected by the disability or incompetency of the principal.
3. **Powers.** The attorney-in-fact, as fiduciary, shall have all powers of an absolute owner over the assets and liabilities of the principal, whether located within or without the State of Washington, including, without limitation, the power of authority to:

**RECORDER'S NOTE:  
NOT AN ORIGINAL DOCUMENT**

A. Take possession of, manage, administer, operate, maintain, improve and control all of the principal's property, real and personal, to insure and keep the same insured and to pay any and all taxes, charges and assessments which may be levied or imposed upon any such property.

B. Collect and receive any money, property, debts or claims which are now or shall hereafter become due, owing and payable to the principal and give receipts or other sufficient discharges for any of the same.

C. Make expenditures for the principal's care, maintenance, support and general welfare and for the care, maintenance, support and general welfare of the principal's dependents.

D. Retain any property which comes into the attorney-in-fact's possession in the form in which it was received and make investments and changes of investments in such securities, including common and preferred stocks of corporations, or other property, real or personal, as the attorney-in-fact, in his/her/their discretion may deem prudent.

E. Pay the principal's debts and other obligations.

F. Sue upon, defend, compromise, submit to arbitration or adjust any controversies in which the principal may be interested, and act in the principal's name in any complaints, proceedings or suits with all the powers the principal would possess if personally present and under no legal disability.

G. Bargain for, buy and deal in property and goods of every description:

H. Convey, sell, mortgage, pledge, consign, lease, and in any other manner deal in and with the principal's property, both real and personal.

I. Advance or loan the attorney-in-fact's own funds on the principal's behalf and borrow any sums of money on such terms and such rate of interest as the attorney-in-fact may consider proper and give security for the repayment of same.

J. Make and deliver any conveyances, contracts, covenants, undertakings or agreements, either orally or in writing, of whatever kind and nature which the attorney-in-fact in his/her/their discretion shall deem to be for the principal's best interests.

K. Sign, endorse, sell, discount, deliver or deposit checks, drafts, notes and negotiable instruments and accept drafts.

L. Receive confidential information and perform on the principal's behalf the following acts with respect to any and all tax matters: sign all state and federal income tax returns and receive and endorse all checks in payment of any refund of any such taxes, including penalties and interest; execute waivers of restriction on assessment or collection of deficiencies in tax and waivers of notice of disallowance of a claim for credit or refund; execute consents extending the statutory period for assessment or collection of taxes, execute closing agreements under Section 7121 of the Internal Revenue Code; delegate authority or substitute another representative.

M. Appear and vote for the principal in person or as the principal's proxy at any corporate or other meeting.

N. Have access to any safe deposit box which has been rented in the principal's name, or in the name of the principal and any other person or persons.

O. Withdraw any monies deposited with any bank, mutual savings bank or savings and loan association in the principal's name or in the name of the principal and any other person or persons and generally to do any business with any such financial institution on the principal's behalf.

P. Purchase, redeem, invest or reinvest, change address and perform any other transactions as deemed necessary with regards to Series E, EE, H, and HH Bonds, as well as U.S. Treasury Bills, Notes, Bonds, or other securities issued or guaranteed by the U.S. Government, its agencies or instrumentalities.

Q. Without limiting the generality of the foregoing, to receive and collect all proceeds from any and all annuities owned by the principal (the "Annuities"), and to otherwise exercise all the powers which the principal might exercise over the Annuities. The issuer of any Annuities shall be entitled to rely on this power of attorney until it receives actual knowledge of any revocation of it.

R. Appoint or substitute for the attorney-in-fact any agent, attorney-in-fact or nominee for any or all of the purposes set forth above, and revoke such authority at any time.

S. Without limiting the generality of any other provisions of this Power of Attorney, the attorney-in-fact is authorized, without liability to the principal or to anyone else, to do any or all of the following:

(1) inspect, review or require an environmental audit of any or all of the principal's property or any property to be purchased for the principal or on the principal's behalf or to otherwise be transferred to the principal or for the principal's benefit;

(2) take any action the attorney-in-fact determines in his/her/their sole discretion to be necessary or desirable in order to prevent, abate, clean up or otherwise remedy any actual or potential violation of any laws or regulations (including, but not limited to, environmental laws) affecting the principal's property;

(3) refuse to accept any property to be in any way transferred to the principal if in the attorney-in-fact's sole discretion he/she/they determine that such property either is contaminated by any hazardous substance or is being used or has been used for any activity directly or indirectly involving any hazardous substance which could result in liability to the principal, or could otherwise impair the value of the principal's property;

(4) use any or all of the principal's property to settle or compromise any and all claims against the principal which may be asserted by any governmental agency or other person involving the alleged violation of any applicable laws or regulations (including, but not limited to, environmental laws) affecting the principal or the principal's property.

(5) disclaim any power granted to the attorney-in-fact under the terms of this power of attorney or under any statute or rule of law if the attorney-in-fact determines in his/her/their sole discretion that the exercise of that power may cause him/her/them to incur personal liability under any applicable laws or regulations, including, but not limited to, environmental laws.

You shall have no liability to the principal or to anyone else for any decrease in the value of the principal's property by reason of the attorney-in-fact's compliance with all applicable laws and regulations, including, but not limited to, environmental laws, and including, but not limited to, the attorney-in-fact's compliance with any reporting requirements under any applicable laws or regulations. The attorney-in-fact shall have no liability to the principal or to anyone else for purchasing or refusing to purchase any property for the principal or receiving or refusing to receive any property for the principal, or for inspecting or failing to inspect any of the principal's property or for requiring or failing to require any environmental audits of any of the principal's property or any property in any way to be transferred to the principal. Any acceptance, inspection or environmental audit or failure to accept, inspect or obtain an environmental audit will not be deemed to create any inference as to whether or not there is or may be any violation of any applicable laws or regulations with respect to that property, including, but not limited to, any violation of environmental laws.

For purposes of this Section, the term "environmental laws" means any federal, state or local law, rule, regulation or ordinance relating to the protection of the environment or human health. The term "hazardous substances" means any substance defined as hazardous or toxic or otherwise regulated by any environmental law and also includes without limitation petroleum products and crude oil.

T. Perform any act necessary or desirable in order for the principal to qualify for and receive all types of public benefits, including but not limited to Medicare, Medicaid, Supplemental Social Security (SSI), Social Security, Aid in Attendance from the Veterans

Administration and workers' compensation benefits. The power granted under this Section shall include the power to dispose of any property or interest in property by any means (including making gifts or establishing and funding trusts) and the power to name or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any disposition or designation shall be consistent with the principal's existing estate plan to the extent reasonably possible; to transfer the principal's residence and other assets to the principal's spouse to comply with income and resource levels for public benefits. If the attorney-in-fact is also the principal's spouse, the attorney-in-fact is hereby authorized to make gifts and otherwise transfer the principal's property, including the family residence, to the attorney-in-fact or to any other person at his/her discretion without the fiduciary prohibition against such transfers. If the attorney-in-fact is not the principal's spouse, transfers to persons other than the principal's spouse may only be made, in the discretion of the attorney-in-fact, with the consent of all of the principal's children. The attorney-in-fact may amend any living trust established by the principal or on the principal's behalf to accomplish such public benefits planning.

U. Receive, upon request, the principal's protected health information, under federal regulation and Washington law, from the principal's physicians, hospitals and care providers of all kinds, and from the principal's health plans and insurers, for the purpose of discharging said attorney-in-fact's responsibilities under this durable Power of Attorney. If the information to be disclosed contains HIV/AIDS, mental health, genetic testing or drug or alcohol diagnosis, treatment, or referral information, the principal understands that additional laws

relating to the use and disclosure of the information may apply. The principal understands and agrees that this information will be disclosed to the attorney-in-fact in accordance with the terms of this durable Power of Attorney. The principal understands that the information used or disclosed pursuant to this authorization may be subject to redisclosure and may no longer be protected under federal law. However, the principal also understands that federal or state law may restrict redisclosure of HIV/AIDS information, mental health information, genetic testing information and drug/alcohol diagnosis, treatment or referral information. The principal further understands that the principal does not need to provide this authorization and that the refusal to provide this authorization will not adversely affect his ability to receive health care services or reimbursement for services. The principal further understands that the only circumstance when refusal to provide authorization means that he will not receive health care services is if the health care services are solely for the purpose of providing health information to someone else and the authorization is necessary to make that disclosure. The principal further understands that he may revoke this authorization in writing at any time, but that if he does revoke this authorization, the information described above may no longer be used or disclosed for the purposes described in this durable Power of Attorney. The principal further understands that any use or disclosure already made with his permission cannot be undone. The principal further understands that, to revoke this authorization, he need only send a written statement to his physicians, hospitals and care providers, and his health plans and insurers, and state that he is revoking this authorization. The principal has read this authorization and he understands it. Unless revoked, this authorization expires upon the principal's death.

V. Seek review of the principal's medical records, and execute releases of confidential information from medical providers, and consult with the principal's physicians and care providers to the same extent as any nominated health care representative; however, decisions about the principal's health care shall remain solely with any nominated principal's health care representative. The attorney-in-fact may seek review of the principal's medical records, and execute HIPAA authorizations for release of protected health information (PHI under federal regulations and Washington law) from medical providers and insurers or other third party payors, and consult with the principal's physicians, insurers or third party payors, and care providers to the same extent as any nominated health care representative and shall be considered a personal representative (along with any nominated health care representative) for health care disclosure under 2003 federal HIPAA regulations and Washington law; however, the principal's health care shall be direct by any nominated health care representative.

W. Establish one or more "individual retirement accounts" or other retirement plans or arrangements in the principal's name. In addition, connection with any pension, profit sharing or stock bonus plan, individual retirement arrangement, Roth IRA, Section 403(b) annuity or account, Section 457 plan, or any other retirement plan, arrangement or annuity in which the principal is a participant or of which the principal is a beneficiary (whether established by the attorney-in-fact or otherwise) (each of which is hereinafter referred to as "such Plan"), the attorney-in-fact shall have the following powers, in addition to all other applicable powers granted by this instrument:

(1) To make contributions (including "rollover" contributions) or cause contributions to be made to such Plan with the principal's funds or otherwise on the principal's behalf.

(2) To receive and endorse checks or other distributions to the principal from such Plan, or to arrange for the direct deposit of the same in any account in the principal's name.

(3) To elect a form of payment of benefits from such Plan, to withdraw benefits from such Plan, to make contributions to such Plan and to make, exercise, waive or consent to any and all elections and/or options that the principal may have regarding the contributions to, investments or administration, of, or distribution or form of benefits under, such Plan.

(4) To designate one or more beneficiaries or contingent beneficiaries for any benefits payable under such Plan on account of the principal's death, and to change any such prior designation of beneficiary made by the principal or by the attorney-in-fact; provided, however, that the attorney-in-fact shall have no power to designate the attorney-in-fact directly or indirectly as a beneficiary or contingent beneficiary to receive a greater share or proportion of any such benefits than the attorney-in-fact would have otherwise received unless such change is consented to by all other beneficiaries who would have received the benefits but for the proposed change. This limitation shall not apply to any designation of the attorney-in-fact as beneficiary in a fiduciary capacity, with no beneficial interest.

(5) To designate the principal's spouse, if living, otherwise name the principal's issue surviving the principal by right of representation, as beneficiary of any benefits payable under such Plan on account of the principal's death.

X. Establish a revocable or irrevocable trust agreement with such trustee or trustee as the attorney-in-fact shall select, for the principal's benefit as the attorney-in-fact deems necessary and proper, with consideration of the principal's existing estate plan; to amend, reform or terminate such trust; to deliver and convey any or all of the principal's income or assets to the trustee or trustees of such trust; and to transfer any or all of the principal's income or assets to a trust created by the principal after the date of execution of this power of attorney; and exercise in whole or in part, release, or let lapse any power the principal may have under any trust whether or not created by the principal, including any power of appointment, revocation or withdrawal. A trust created by the principal may only be revoked or amended by the attorney-in-fact as provided in the trust agreement.

Except as otherwise provided above, the attorney-in-fact shall not have the power to revoke or change any estate planning or testamentary documents previously executed by the principal, unless the document authorizes changes with court approval.

4. **Intent to Obviate Need for Guardianship.** It is the principal's intent that the power given to the attorney-in-fact designated herein be interpreted to be so broad as to obviate the need for the appointment of a guardian for the person or estate of the principal. If the appointment of a guardian or limited guardian of the person or estate of the principal is sought, however, the principal nominates the then acting attorney-in-fact designated above, if any, as the principal's

guardian or limited guardian, or if no one is then acting as attorney-in-fact, nominates the persons designated above as attorney-in-fact and successor attorneys-in-fact as guardian or limited guardian, in the same order of priority.

5. **Revocation**. This Power of Attorney may be revoked, suspended or terminated in writing by the principal with written notice to the designated attorney-in-fact and by recording the written instrument of revocation in the office of the recorder or auditor of Clark County, Washington.

6. **Termination**. The death of the principal shall be deemed to revoke this Power of Attorney upon actual knowledge or actual notice being received by the attorney-in-fact.

7. **Accounting**. The attorney-in-fact shall be required to account to any subsequently appointed personal representative.

8. **Petition for Relief**. Pursuant to chapter RCW 11.94, I hereby specify that the following persons shall not have the authority to bring a petition for relief pertaining to this Power of Attorney: None.

9. **Reliance**. The designated and acting attorney-in-fact and all persons dealing with the attorney-in-fact shall be entitled to rely upon this Power of Attorney so long as neither the attorney-in-fact nor any person with whom the attorney-in-fact was dealing at the time of any act taken pursuant to this Power of Attorney, had received actual knowledge or actual notice of any revocation, suspension or termination of the Power of Attorney by death or otherwise. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs, devisees, legatees or personal representatives of the principal.

