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DOCUMENT TITLE(S):
Financial Durable Power of Attorney

GRANTOR(S) (last name, first name, middle initial):
BRADY, James Joseph

GRANTEE(S) (last name, first name, middle initial):
(1) NOMURA, Vicki Lynn
(2) NOMURA, Lori Kay

ABBREVIATED LEGAL:
Not applicable

ASSESSOR'S PROPERTY TAX PARCEL OR ACCOUNT NUMBER:
Not applicable

FINANCIAL DURABLE POWER OF ATTORNEY

- 1. <u>Designation</u>. The undersigned, JAMES JOSEPH BRADY, as Principal and as a resident of the State of Washington hereby designates the following persons, in order of preference and succession, to serve as Attorney-In-Fact for the Principal, and should guardianship proceedings become necessary or desirable, to act as guardian or limited guardian of the estate of the Principal: 1. VICKI LYNN NOMURA; and 2. LORI KAY NOMURA. The last of my designees serving as Attorney-In-Fact shall have the power to designate for appointment without court proceedings a succession of alternate Attorneys-In-Fact to serve when and if all of the foregoing designees are unable or unwilling to serve. Any such designation shall be written and acknowledged.
- 2. <u>Effectiveness</u>. This power of attorney shall be immediately effective. It shall not be affected by the Principal's subsequent disability or incompetence, and shall continue until terminated as provided below.
- 3. <u>General Powers</u>. The Attorney-In-Fact shall have all of the powers of an absolute owner over the assets and liabilities of the Principal, whether located within or without the State of Washington. Included in this grant of authority is the power to purchase, convey, encumber, lease, improve and otherwise deal with real estate and the power to buy, sell or trade financial securities.
- 4. <u>Dealing With Tax Authorities</u>. The Attorney-In-Fact shall have the power to prepare, sign and return tax returns, receive tax refunds and other payments from the taxing authorities, and otherwise act on behalf of the Principal in any and all matters concerning the Internal Revenue Service as well as any state or local taxing authority.

5. Estate Planning Powers.

5.1. Tax Planning - In General. The Attorney-In-Fact shall have the power, though not the duty, to assess the status of the Principal's estate plan from time to time and to engage in such tax planning as may be appropriate under the circumstances. In exercising this power the Attorney-In-Fact shall give primary consideration to the Principal's continued health and well-being and shall consider the dispositive aspects of the Principal's estate plan, as reflected in the Principal's last will and testament and/or non-probate documentation together with the Principal's gifting patterns and stated intentions. No undertakings made pursuant to this grant of authority shall significantly alter the interests of any of the objects of the Principal's

bounty as above reflected except as may be agreed upon by all required parties under RCW 11.96A.

- 5.2. Tax Planning Specific Powers. Subject to the foregoing, the Attorney-In-Fact's tax reduction powers shall include the power to create and fund such trusts, partnerships, limited liability companies, corporations or other entities as are appropriate to the exercise of this power; the power to make transfers, including charitable and non-charitable gifts, of the Principal's assets as well as transfers of interests resulting from the formation of entities as herein provided; the power to amend any revocable trust, any insurance beneficiary designation or employee benefit plan beneficiary designation, any joint tenancy, payable on death or like designation and the power to enter into or join in the revocation of a community property agreement.
- 5.3. <u>Disclaimers</u>. The Attorney-In-Fact shall have the authority to disclaim any interest in property to which the Principal would otherwise succeed.
- 5.4. <u>Powers of Appointment</u>. The Attorney-In-Fact shall have the authority to exercise any power of appointment conferred upon the Principal.
- 5.5. <u>Medical Care Assistance Transfers</u>. The Attorney-In-Fact shall have the authority, after consultation with the Principal's immediate family, to make any non-prohibited transfer of resources for the purpose of qualifying the Principal for state or federal medical care assistance.
- 6. <u>Limitations on Exercise of Powers in Favor of Attorney-In-Fact</u>. No economic benefit shall be conferred upon the Attorney-In-Fact, directly or indirectly, as a result of the Attorney-In-Fact's exercise of the foregoing powers except upon the prior consent of Principal's other designees. This limitation shall not apply to Principal's spouse while serving as Attorney-In-Fact.
- 7. Accounting. Upon request of the Principal, the guardian or limited guardian of the estate of the Principal, or the personal representative of the Principal's estate, the Attorney-In-Fact shall account for all actions taken by the Attorney-In-Fact for or on behalf of the Principal.
- 8. <u>Reliance</u>. Any person acting in good faith and in reasonable reliance on this power of attorney shall not incur any liability thereby. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the Principal's successors in interest.
- 9. <u>Compensation and Indemnity</u>. An Attorney-In-Fact serving hereunder shall be entitled to receive at least annually, and without court proceedings, reasonable compensation and reimbursement for costs expended. The estate of the Principal shall hold harmless and indemnify the Attorney-In-Fact from all liability for acts done in good faith and not in fraud of the Principal.

10. Termination and Revocation.

- 10.1. <u>In General</u>. This power of attorney revokes and supersedes all previously executed financial powers of attorney of the Principal, whether recorded or not, and may itself be revoked, suspended or terminated by the Principal at any time. If this power of attorney has been recorded, the instrument of revocation may be recorded in the office of the recorder or auditor of the county where the power was recorded. Further, this power of attorney shall terminate upon the death of the Principal.
- 10.2. <u>Termination by Guardian</u>. The appointment of a Guardian of the estate of the Principal shall vest in the Guardian, subject to the approval of the court, the power to revoke, suspend or terminate this power of attorney. The appointment of a Guardian of only the person of the Principal shall not empower the Guardian to revoke, suspend or terminate this power.
- 10.3. <u>Marital Dissolution/Legal Separation</u>. The designation of the Principal's spouse as Attorney-In-Fact shall terminate upon the filing of a petition for marital dissolution or legal separation by either Principal or Principal's spouse.

11. Construction.

- 11.1. Context. As the context may require, the gender of all words used herein shall include the masculine, the feminine and the neuter, and the singular of all words shall include the plural and the plural the singular.
- 11.2. Governing Law and References. This instrument shall be governed by Chapter 11.94 of the Revised Code of Washington and by other applicable Washington law. All references made herein to Washington statutes shall include any amendments or successor legislation.

DATED this 10 day of June 2005.

AMES JOSEPH BRADY

STATE OF WASHINGTON)	
)	SS.
COUNTY OF KING)	

On this day personally appeared before me JAMES JOSEPH BRADY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal on this 10 day of June 2005.

NOTARY PUBLIC in and southe State of WA

(Printed or Stamped Name of Notary)

Residing at King County

My appointment expires 1-9- 2007