

AFTER RECORDING RETURN TO:

Debra & Michelle Leonard
PO Box 384
Carson, WA 98610

**GENERAL DURABLE POWER OF ATTORNEY
WITH HEALTH CARE PROVISIONS
FOR MICHELLE FAY LEONARD**

Grantor: Michelle Fay Leonard
Grantee: Debra L. Leonard; Gary L. Leonard; Monica Therese Midland
Abbreviated Legal Description:
Tax Parcel #:

KNOW ALL MEN BY THESE PRESENTS:

I, MICHELLE FAY LEONARD, hereinafter referred to as the principal), domiciled and residing in the State of Washington, hereby revoke any other powers of attorney which the principal may have previously executed, and in their place executes this Durable Power of Attorney, as follows:

1. Designation of Attorney-in-Fact and Successor Attorney-in-Fact. DEBRA L. LEONARD is hereby designated as attorney-in-fact for the principal, and GARY L. LEONARD is hereby designated as alternate attorney-in-fact in the event that GARY L. LEONARD is unable or unwilling to serve. In the event that neither GARY L. LEONARD nor DEBRA L. LEONARD is able or willing to serve as Attorneys-in-Fact, then MONICA THERESE MIDLAND shall serve as Second Alternate Attorney-in-Fact.

2. Effectiveness. It is hereby understood, agreed to and intended by MICHELLE FAY LEONARD that this Power of Attorney is a General Power of Attorney which shall become effective immediately upon its execution. This power of attorney shall continue until revoked or terminated under paragraph 3, notwithstanding any uncertainty as to whether the Principal is dead or alive.

3. Termination. This power of attorney may be terminated by:

A. By Revocation. This power of attorney may be revoked, suspended or terminated by the principal at any time the principal is not disabled or incapacitated, as defined in Paragraph 2 above, if the principal sends written notice to the

designated and acting attorney-in-fact (if this power of attorney has not yet been made use of by that time). In addition, if this power of attorney has been recorded, the written instrument of revocation shall be recorded in the office of the Recorder/Auditor of any county in this power of attorney is recorded.

B. By Guardian of Estate. The appointment of a Guardian of the estate of the principal vests in the guardian, with court approval, the power to revoke, suspend or terminate this power of attorney as to the powers specified herein. The appointment of a guardian of the person vests in the guardian, with court approval, the power to revoke, suspend or terminate this power of attorney as to the powers specified herein.

C. By Death of Principal. 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.

4. Powers. The attorney-in-fact, as a 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 and authority to:

A. Make deposits to, and payments from, to open and close, and to make withdrawals from, any account in a financial institution in the name of the principal, and enter any safe deposit box to which the principal has a right of access and deposit or remove property therefrom;

B. To exercise all rights of the principal with respect to corporate securities, including the right to sell, grant security interests in, and to buy the same or different securities; to establish, utilize, and terminate brokerage accounts (including margin accounts); to vote at all meetings of security holders, regular or special; to make such payments as the attorney-in-fact deems necessary, appropriate, incidental or convenient to the owning and holding of such securities; and to receive, retain, expend for the principal's benefit, invest, and reinvest or make such disposition as the attorney-in-fact shall deem appropriate, all additional securities, cash, or property (including the proceeds from the sales of securities) to which the principal may be or become entitled by reason of ownership of any securities;

C. Purchase, receive, take possession of, lease, assign, sell, convey, exchange, release or otherwise transfer or encumber any real or personal property of the principal;

D. Disclaim, in whole or in part, any interest in property, whether outright, in trust, or otherwise, so long as in the sole discretion of the attorney-in-fact such disclaimer would not be detrimental to the best interest of the principal, and

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would be in the best interests of those interested in the estate of the principal and of those who take as a result of any such disclaimer;

E. Prepare, or arrange for the preparation of, federal and state income tax and gift tax returns on behalf of the principal, execute and submit such returns, and pay all such taxes as may be due;

F. Represent the principal with respect to audits, appeals, and lawsuits related to any income or gift tax return filed on behalf of the principal, execute and submit such returns, and pay all such taxes as may be due;

G. Make transfers of the principal's property, both real and personal, to any trust created by the principal of which the principal is the primary beneficiary during the principal's life, and make transfers to any trust created by the attorney-in-fact for the benefit of the principal alone which does not name dispositive provisions which are different from those that would have governed the property had it not been transferred to the trust;

H. Contract for and pay for all goods and services deemed necessary by the attorney-in-fact to provide for the principal's support, maintenance, health and education in accordance to his/her accustomed standard of living;

I. Make transfers of principal's property, including but not limited to transfers and gifts to the principal's child, even if such child is the attorney-in-fact, for the purpose of qualifying the principal for governmental medical assistance to the full extent provided by law should there be a need for medical care, or for the purpose of preserving for the principal the maximum amount of property allowed under applicable law if an application has been made for governmental medical assistance for the principal. Any transfers made pursuant to this paragraph shall be deemed not to be a breach of fiduciary duty by the attorney-in-fact;

J. Make gifts, whether outright or in trust, to the relatives of the principal and the spouses of any such relatives, even if such relative or spouse of a relative is the attorney-in-fact, in accordance with any pattern of making gifts to such persons which the principal has established or planned to establish or in such amounts as the attorney-in-fact shall determine appropriate so long as such gifts would be in the best interests of the principal and those interested in the estate of the principal, such determination to be made in the sole discretion of the attorney-in-fact;

K. Make, amend, alter or revoke any community property agreement, agreement as to status of property, or other document

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of similar import entered into by the principal and the principal's spouse (if any);

L. Pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness against the principal; and participate in any legal action in the name of the principal or otherwise;

M. Operate any business or farm property in such manner as my attorney-in-fact shall think fit, including the right to exercise with respect to the management and disposition thereof all of my rights and powers, including the authority to broaden, limit or change the scope or nature of the business or farm property;

N. Sell or redeem U.S. government treasury securities and/or savings bonds; and

O. To exercise or perform any act, power, duty, right or obligation whatsoever that the principal now has, or may subsequently acquire the legal right, power or capacity to exercise or perform, in connection with, arising from or relating to any person, item, transaction, business, real or personal property, tangible or intangible thing, or any matter whatsoever.

5. Health Care Decisions. The attorney-in-fact shall have the power and authority to make health care decisions and provide informed consent for the principal to the same extent that the principal could make such decisions if the principal had the capacity to do so, including, but not limited to, the following:

A. To consent, refuse or withdraw consent to any and all types of medical care, treatment, surgical procedures, diagnostic procedures, medication and the use of mechanical or other procedures that affect any bodily function, including but not limited to, artificial respiration, nutritional support and hydration and cardiopulmonary resuscitation; provided, however, that if the principal has executed a Health Care Directive and the health facility receives an original or a copy of such directive, then the Health Care Directive shall control and direct the withholding or withdrawal of life sustaining treatment of the principal if the principal is in a terminal condition or permanent unconscious condition;

B. To authorize the admission to or discharge from (even if against medical advice) any hospital, nursing home, residential care, assisted living or similar facility or service;

C. To contract on behalf of the principal for any health care related service or facility;

D. To hire and fire medical, social service and other support personnel responsible for the care of the principal;

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E. To give the attorney-in-fact first priority in visitation should the principal be a patient in any hospital, health care facility, hospice or institution and should the principal be unable to express a preference because of the principal's illness or disability;

F. To make arrangements for the treatment of any terminal illness under the auspices of a hospice, should the principal qualify for such care;

G. To authorize any medical procedures intended to relieve pain, even though such use may lead to physical damage, addiction or hasten the moment of, but not intentionally cause, the death of the principal;

H. To authorize an autopsy, if deemed advisable or necessary in the sole discretion of the attorney-in-fact, and to direct the disposition of the principal's remains, to the extent permitted by law;

I. To take possession of all personal property belonging to the principal that may be recovered from or about the person of the principal at the time of the principal's illness, disability or death;

J. To take any other action necessary to do what is authorized herein, including but not limited to, granting any waiver or release from liability required by any hospital, physician or other health care provider; signing any documents relating to the refusals of treatment or the leaving of a facility against medical advice, and pursuing any legal action in the name of the principal and at the expense of the principal's estate to force compliance with the principal's wishes.

K. To request, review and receive any information, verbal or written, regarding the principal's physical or mental health, including but not limited to, medical and hospital records, and to execute, on the principal's behalf, any releases or other documents that may be required in order to obtain the above information under the Health Insurance Protection and Portability Act (HIPPA), as amended; also to consent to the disclosure of the above information; and

L. To exercise and execute, on the principal's behalf, documents titled or purporting to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice", and any necessary waiver or release from liability required by a hospital, health care facility or physician.

6. 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 General Durable Power of Attorney. 5

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 acting as attorney-in-fact, nominates the persons designated as attorney-in-fact and successor attorney-in-fact as guardian or limited guardian, in the same order of priority.

7. Accounting. The attorney-in-fact shall be required to account to any subsequently appointed guardian or personal representative of the principal.

8. Reliance. All persons dealing with the attorney-in-fact shall be entitled to rely upon this power of attorney so long as they have no actual knowledge nor actual notice of any revocation, suspension or termination of this power of attorney by death or otherwise. Any action taken pursuant to this power of attorney, unless otherwise invalid or unenforceable, shall be binding on the principal and on the principal's successors in interest.

9. Indemnity. 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. Reliance on Photocopy Hereof. Third parties shall be entitled to rely upon a photocopy of the signed original hereof, as opposed to a certified copy of the same.

11. Severability. If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

12. Restrictions on Powers. Notwithstanding any other provision herein to the contrary, any right or power exercisable by my attorney-in-fact under Section 2041 or Section 2514 of the Internal Revenue Code of 1986, as amended, may only be exercised by my attorney-in-fact in my attorney-in-fact's favor for the purpose of providing for my attorney-in-facts' health, education, support or maintenance.

13. Compensation. My attorney-in-fact shall be entitled to pay himself or herself a reasonable compensation for services rendered as attorney-in-fact under this General Durable Power of Attorney, consideration all circumstances including the time, effort, skill and responsibility involved in the performance of services by the attorney-in-fact.

14. Applicable Law. The laws of the State of Washington shall
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