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Document Title(s): Durable Power of Attorney
Reference Number(s) of Documents assigned or released: (on page __ of document(s))
Grantor(s): Barbara M. Allan
Additional Names on page __ of document.
Grantee(s): David J. Allan and Gregory W. Allan
Additional Names on page __ of document.
Abbreviated Legal Description: Ptn Blk 97, Map of Fidalgo City
Additional legal is on page __ of document.
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DURABLE POWER OF ATTORNEY FOR FINANCIAL MANAGEMENT**FOR****BARBARA M. ALLAN**

I, Barbara M. Allan (the "Principal"), domiciled and residing in the State of Washington, hereby revoke any other general durable power of attorney which I may have previously executed, and as authorized by the Revised Code of Washington, as amended ("RCW"), designate and appoint my children DAVID J. ALLAN ("DAVID") and GREGORY W. ALLAN ("GREGORY") as my co-attorneys-in-fact and co-agents (hereinafter collectively referred to as "my Agent"). If either DAVID or GREGORY is at any time unable or unwilling to serve, the other shall serve as my Agent.

This is a springing Power of Attorney. This Power of Attorney shall become effective upon my disability as set forth in paragraph 2.2 and shall remain in effect, notwithstanding any uncertainty as to whether I am dead or alive, until my restoration to capacity, revocation of this Power of Attorney as set forth in paragraph 2.5, or termination of this Power of Attorney as set forth in paragraph 2.7.

**ARTICLE 1
GENERAL POWERS**

My Agent, as a fiduciary, shall have all powers of an absolute owner over my assets and liabilities, whether located within or without the State of Washington, including, general authority pursuant to RCW 11.125.250, general powers pursuant to RCW 11.125.260, and specifically including the following power and authority:

1.1 Real Property. My Agent shall have general authority to make all decisions with respect to real property pursuant to RCW 11.125.270.

1.2 Tangible Personal Property. My Agent shall have general authority to make all decisions with respect to tangible personal property pursuant to RCW 11.125.280.

1.3 Stocks, Bonds, and Financial Instruments. My Agent shall have general authority to make all decisions with respect to stocks, bonds, and financial instruments pursuant to RCW 11.125.290.

1.4 Banks and Other Financial Institutions. My Agent shall have general authority to make all decisions with respect to banks and other financial institutions pursuant to RCW 11.125.300.

1.5 Operation of an Entity or Business. My Agent shall have general authority to make all decisions with respect to the operation of an entity or business pursuant to RCW 11.125.310.

1.6 Insurance and Annuities. My Agent shall have general authority to make all decisions with respect to insurance and annuities pursuant to RCW 11.125.320.

1.7 Estates, Trusts and Other Beneficial Interests. My Agent shall have general authority to make all decisions with respect to estates, trusts and other beneficial interests pursuant to RCW 11.125.330.

1.8 Claims and Litigation. My Agent shall have general authority to make all decisions with respect to claims and litigation pursuant to RCW 11.125.340.

1.9 Personal and Family Maintenance. My Agent shall have general authority to make all decisions with respect to my personal maintenance pursuant to RCW 11.125.350. In addition, I authorize my Agent to pay the expenses associated with the feeding, care (including veterinary costs), and shelter of any pets that I may own. In addition to the authority described herein and in Paragraph 1.6, my Agent shall take all actions necessary to maintain my personal insurance policies, including but not limited to health, long-term care, personal liability, and asset protection. As needed, my Agent shall coordinate with my health care attorney-in-fact regarding coverage and claims to be made under any health or long-term care policies. In addition, if directed by my health care attorney-in-fact, my Agent shall rely upon such direction and make requested payments for any expenses related to my personal maintenance. My Agent shall be relieved from all liability for making any such payments.

1.10 Benefits from Governmental Programs or Civil or Military Service. My Agent shall have general authority to make all decisions with respect to benefits from governmental programs or civil or military service pursuant to RCW 11.125.360.

1.11 Retirement Plan Assets and Deferred Compensation. My Agent shall have general authority to make all decisions with respect to benefits from retirement plan assets pursuant to RCW 11.125.370.

1.12 Taxes. My Agent shall have general authority to make all decisions with respect to taxes pursuant to RCW 11.125.380.

1.13 Gifts and Transfers. Subject to Paragraph 2.4, my Agent may make transfers, with or without consideration, to, for the benefit of, or in trust for any permitted transferees (as defined below), subject to the following terms and conditions:

a. No transfer may be made to any person or entity, including permitted transferees, if, in the good-faith exercise of my Agent's judgment, that transfer is likely to deprive me of assets necessary to maintain my health and support in a manner that is consistent with my expectations and aspirations given the resources available.

b. No transfer may be made in a manner that satisfies any legal obligation of my Agent, including, but not limited to, any obligation of support.

c. No transfer may be made in excess of the annual amount that is excludable from taxable gifts at the time of transfer pursuant to § 2503 of the Internal Revenue Code of 1986, as amended ("IRC"), reduced by all other gifts previously made to the permitted transferees by me

or on my behalf during the same calendar year; however, I specifically authorize my Agent to make larger gifts to or for the benefit of the permitted transferees in amounts sufficient to reduce my taxable estate prior to my death, so long as such gifts are consistent with my then existing estate plan, as it is my wish to reduce or eliminate the Federal and/or State estate or inheritances taxes due upon my death.

d. In addition, and not in limitation to the powers described in this Paragraph 1.13, my Agent shall have general authority to make all decisions with respect to gifts pursuant to RCW 11.125.390.

For purposes of this paragraph, permitted transferees shall include only (1) my descendants, and (2) any charitable or other public nonprofit organization, contributions to which qualify for the charitable contributions deduction under § 170 of the IRC.

1.14 Access to Estate Plan. My Agent may request information from my attorney concerning my estate plan to effectuate any gifts under Paragraph 1.13.

1.15 Health Care Matters.

a. During any period in which I do not have a power of attorney for health care decisions in effect, my Agent shall have general authority to make all decisions regarding health care matters pursuant to RCW 11.125.400. If I have executed a power of attorney for health care decisions, I direct my Agent to cooperate with such health care attorney-in-fact and provide reasonable funds as my health care attorney-in-fact shall request for my care.

b. My Agent may authorize access to and the use and disclosure of protected health information as provided in the Privacy Rules of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d, and the regulations promulgated thereunder, and in Chapter 70.02 RCW. I nominate my Agent as personal representative for these purposes. I specifically authorize the release of information relating to the determination of my incapacity or disability under Paragraph 2.2, and, notwithstanding Paragraph 2.1, my Agent's authority regarding release of information relating to my incapacity or disability shall be effective immediately. I intend that my Agent shall be a person authorized to consent to health care on my behalf pursuant to Chapter 70.02 RCW for the purpose of access to and disclosure of medical records and health care information to the extent necessary to establish my incapacity or disability under Paragraph 2.2.

1.16 Digital Assets. My Agent shall have authority under Chapter 11.120 RCW as it applies to my digital assets.

1.17 Transfers to Qualify for Assistance. My Agent shall have the authority to make transfers of my property to my descendants for the purpose of qualifying 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 my descendants the maximum amount of property allowed under applicable law if an application has been made for governmental medical assistance; any transfers made pursuant to this paragraph shall not be deemed to be a breach of fiduciary duty by my Agent. My Agent may, however, appoint a Co-Agent with the sole authority to determine whether or not such a transfer may be made to or for the benefit of my Agent.

1.18 Creating a Revocable Living Trust. My Agent may create a revocable living trust for my benefit if my Agent deems it is consistent with my existing estate plan. With respect to any trust created by my Agent on my behalf, the provisions for the disposition of trust assets at the time of my death shall be in conformance with the provisions governing the disposition of my

property as set forth in my Last Will and Testament ("Will"). In the event I do not have a Will, my Agent may create a trust on my behalf, that provides for the disposition of trust assets at the time of my death in accordance with the laws of intestate succession if I were to die without a Will.

1.19 Exercising Powers under Trusts. My Agent may cause a trustee to make distribution of property held in trust under the same conditions that I could if I had capacity.

1.20 Preservation of Estate Plan. Except as otherwise expressly provided herein, the only limitation upon the power and authority granted herein to my Agent is that my Agent shall not have the power to amend or revoke any Will, Codicils, trusts, or any other testamentary documents I have executed or shall execute. Notwithstanding the foregoing, my Agent has the authority to make the following decisions, so long as it is consistent with my existing estate plan: (a) revoke or terminate a revocable living trust; (b) create or change rights of survivorship; (c) create or change a beneficiary designation; (d) waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan; (e) exercise fiduciary powers that I have authority to delegate; (f) exercise any power of appointment in favor of anyone other than me; (g) create amend or revoke a community property agreement; and (h) make any other provisions for non-probate transfers at death contained in non-testamentary instruments described in RCW 11.02.091.

1.21 Disclaimer. My Agent shall have the authority to disclaim any interest, in accordance with Chapter 11.86 RCW and applicable provisions of the IRC in any property to which the I would otherwise succeed.

ARTICLE 2 TERMS AND CONDITIONS

THE FOREGOING IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

2.1 Duration of Power. Except as specifically provided in Paragraphs 1.15(b) and 2.7, this Power of Attorney shall become effective upon my disability or my incapacity and shall remain in effect while I am disabled or incapacitated.

2.2 Determination of Incapacity or Disability. For purposes of this document, a person shall be deemed incapacitated or disabled when: (a) such person is unable to manage his or her property, business, personal affairs because of an impairment in the ability to receive and evaluate information or make or communicate decisions even with the use of technological assistance, or (b) such person is being detained by a foreign power or terrorists, is an absentee as defined in Chapter 11.80 RCW, is outside the United States of America and is unable to return or has disappeared. Disability or incapacity may be evidenced by a written declaration under penalty of perjury of a qualified physician and/or by other qualified persons with knowledge of the incapacity or disability as defined herein. Incapacity or disability may also be established by a finding of a court having jurisdiction over the incapacitated person.

If, after being determined incapacitated or disabled pursuant to this paragraph 2.2, I should regain capacity as certified by a qualified physician and/or by other qualified persons with knowledge of the incapacity or disability as defined herein pursuant to a written declaration under penalty of perjury by him or her as to my regained capacity, then the powers granted to my Agent under this instrument shall cease until such time, if any, that I again become incapacitated.

Likewise, if I am no longer detained by a foreign power or terrorists, no longer an absentee as defined in Chapter 11.80 RCW and no longer outside the United States of America and unable to return or have re-appeared, the powers granted to my Agent under this instrument shall cease until such time, if any, that such conditions return. Any actions taken by my Agent during my incapacity shall remain valid, notwithstanding my regained capacity, and may be relied on by third parties.

No qualified physician or other person designated above who executes a declaration of my incapacity (or of my capacity) shall be subject to liability because of such execution. I hereby waive any privilege that may apply to release of information included in such a declaration or to the execution of such a declaration, and I hereby authorize and consent to the disclosure of such information for the purposes set forth herein. This release from liability, waiver, and authorization and consent shall constitute a valid release from liability, waiver of privilege, and authorization and consent to disclosure under the provisions of any federal, state, or local law or regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191, 110 Stat 1936) and the regulations promulgated thereunder, and this release, waiver, and authorization and consent shall be binding on my representatives, successors, heirs, and assigns.

2.3 Reliance. My Agent and all persons dealing with my Agent shall be entitled to rely upon this Power of Attorney so long as at the time any act is taken pursuant to this Power of Attorney, my Agent has not received actual notice or has actual knowledge 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 my heirs, devisees, legatees or personal representatives.

2.4 Ascertainable Standard. Notwithstanding any provision of this Power of Attorney or of applicable law seemingly to the contrary, any right or power exercisable by my Agent, which would otherwise constitute a general power of appointment in favor of my Agent under §§ 2041 or 2514 of the IRC, may only be exercised by my Agent in his or her favor for the purpose of providing for my Agent's health, education, support or maintenance. My Agent may, however, appoint a Co-Agent with the sole authority to determine whether or not such right or power may be exercised. If the Co-Agent determines to exercise such right or power, the Co-Agent is authorized to exercise such right or power to or for the benefit of my Agent.

2.5 Revocation. This Power of Attorney may be revoked, suspended, or terminated in writing by me with written notice to my Agent. In addition, if this Power of Attorney has been recorded, the written instrument of revocation shall be recorded in the office of the recorder or auditor in any county in which the Power of Attorney is recorded. The revocation, suspension or termination shall be effective upon my Agent upon receipt of such notice.

2.6 Resignation. My Agent may resign by giving notice to me or if I am incapacitated to a co-agent or successor agent if one is designated or if there is no co-agent or successor agent named herein, to any person reasonably believed by my Agent to have sufficient interest in my welfare, to a governmental agency having authority to protect my welfare, or by filing notice with the county recorder's office in the county where I reside.

2.7 Termination.

a. By Appointment of Guardian. Unless a court of competent jurisdiction orders otherwise, the appointment of a guardian of my property shall terminate this Power of Attorney upon written notice or actual knowledge of such appointment being received by my

Agent. The appointment of a guardian of only my person shall not terminate this Power of Attorney. If protective proceedings for my person or my estate are commenced, I nominate my Agents, in the order provided above, to serve as guardian. If none of my named Agents is able or willing to serve as guardian, my last serving Agent may designate an individual or entity to serve as my guardian.

b. By Death of Principal. My death shall terminate this Power of Attorney upon written notice or actual knowledge of my death being received by my Agent.

c. By Me. This Power of Attorney shall be terminated by me as set forth in paragraph 2.5.

2.8 Duties. My Agent shall comply with the duties set forth in RCW 11.125.140.

2.9 Photocopies. My Agent is authorized to make photocopies of this document as frequently and in such quantity as my Agent deems appropriate. I direct that a photocopy be given the same force and effect as the original.

2.10 Delegation of Authority. My Agent may delegate authority granted to him or her under this Power of Attorney to other persons. In exercising the authority to delegate to another person the authority granted to my Agent herein, my Agent shall not be liable for an act, error of judgment, or default of such person if my Agent exercises care, competence and diligence in selecting and monitoring such person, provided, however, that my Agent shall not be relieved of liability for such person's discretionary acts, that, if done by my Agent, would result in liability to my Agent.

2.11 Appointment of Successor Agent. In the event my Agent resigns, dies or becomes incapacitated, the alternate Agent named herein shall serve as successor. If the last named successor is serving, or the last serving Agent if none of the named successors can serve, then he or she may designate a successor to serve as my Agent in the event of his or her resignation, death or incapacity. Such designation shall be in writing, signed by my then-serving Agent and a copy shall be delivered to the successor. The most recent such designation shall prevail.

2.12 Advisors. My Agent may employ and rely upon advice given by accountants, attorneys, investment bankers and other expert advisors and employ agents, clerks and other employees and pay reasonable compensation to such advisors or employees in addition to fees otherwise payable to my Agent, notwithstanding any rule of law otherwise prohibiting such dual compensation. My Agent may employ and rely upon advice given by investment counsel, delegate discretionary investment authority over investments to investment counsel and pay investment counsel reasonable compensation in addition to fees otherwise payable to my Agent, notwithstanding any rule of law otherwise prohibiting such dual compensation. My Agent may, but need not, favor retention of assets originally owned by me. My Agent shall not be under any duty to diversify investments regardless of any rule of law requiring diversification. My Agent may retain and acquire property that does not produce income, subject to any restrictions or qualifications of this power set forth elsewhere in this Power of Attorney.

2.13 Compensation. In addition to reimbursement for expenses, my Agent, then serving, is entitled to reasonable compensation for services rendered.

2.14 Accounting. Upon my request, the request of the Guardian of my estate or the Personal Representative of my estate, my Agent shall account for all actions taken by my Agent for or on my behalf.

2.15 Indemnity. My estate shall hold harmless and indemnify my Agent from all liability for acts done in good faith and not to defraud me.

2.16 Governing Law. This Power of Attorney shall be construed in accordance with and governed by the laws of the State of Washington, as now existing or hereafter amended to liberalize the authority granted therein. This document is intended to be valid in any jurisdiction in which it is presented.

DATED this 13 day of October, 2020.

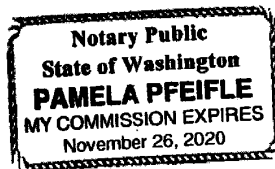
Barbara M. Allan

BARBARA M. ALLAN

STATE OF WASHINGTON)
COUNTY OF Skagit) ss.

This is to certify that on this 13th day of October, 2020, before me, the undersigned Notary Public, personally appeared BARBARA M. ALLAN to me known to be the individual described in the foregoing Durable Power of Attorney, and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Pamela Pfeifle

Notary Public in and for the State of Washington

Printed Name: Pamela Pfeifle

My appointment expires: 11-26-2020