

ESTATE PLANNING

PORTFOLIO

OF

JOHN SAMPLE

and

JANE SAMPLE

THE SAMPLE REVOCABLE LIVING TRUST

THIS TRUST AGREEMENT is entered into by **JOHN SAMPLE** and **JANE SAMPLE**, as Trustors, and **JOHN SAMPLE** and **JANE SAMPLE**, as co-Trustees (hereinafter referred to as "Trustee"). For all purposes hereunder, the words "we", "us", "our", "their", and similar pronouns, shall refer to Trustors, **JOHN SAMPLE** and **JANE SAMPLE**, and shall be construed as the possessive when the context would so indicate.

ARTICLE I

RECITALS AND CONVEYANCE

WHEREAS, we desire to establish a trust of which, during our lifetimes and the lifetime of the survivor of us, we are the exclusive recipients of the economic benefits;

WHEREAS, this trust shall be initially funded with the assets described in the attached Schedule "A" entitled "INITIAL TRUST FUNDING"; these assets and any assets later added to the trust shall be known as the "trust fund" and shall be held, administered and distributed as provided in this document and any subsequent amendments to this document;

NOW, THEREFORE, the Trustee acknowledges receipt of the trust fund and shall hold the same in trust under the following terms, conditions and provisions:

ARTICLE II

DECLARATIONS

2.A. **Name.** This trust shall be known as **THE SAMPLE REVOCABLE LIVING TRUST**.

2.B. **Family.** We, **JOHN SAMPLE** and **JANE SAMPLE**, sometimes hereinafter referred to as husband and/or wife, are married. We have two children of this marriage now living; namely, **DONALD SAMPLE** and **DONNA SAMPLE**.

2.C. **Successor Trustees.**

(1) If either of us shall cease to act for any reason, during our joint lifetimes, the other of us shall act as sole Trustee of the trust.

(2) After the death of either of us, the survivor of us shall act as sole Trustee of the trust.

(3) In the event that both of us cease to act for any reason, we shall be succeeded by **JOSEPH DOE** as the successor Trustee. If he fails to qualify or ceases to act, **SUSAN DOE** shall act as the alternate successor Trustee.

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books, supplies, living expenses, travel and spending money to the extent that they are reasonable and necessary, again in the Trustee's absolute discretion;

(7) *Incapacity.*

- (a) In the case of a question or dispute, incapacitation of a Trustee (whether such Trustee shall be either of us or a successor) shall be evidenced by written certification of two (2) physicians that the individual is unable to effectively manage his or her own property or financial affairs, whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause;
- (b) If there is no question or dispute, incapacitation of a Trustee shall be established by the written declaration of only one doctor;
- (c) An individual shall be deemed restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her own property and financial affairs and such individual shall then resume the position of Trustee or co-Trustee held immediately prior to the incapacitation; and,
- (d) An individual shall be deemed incapacitated if a court of competent jurisdiction has declared the individual to be incompetent or legally incapacitated. If an individual fails to grant the court making such determination valid authorization to disclose such individual's protected health information under any applicable federal and/or state statute, or if such individual subsequently revokes such authority, the individual shall be deemed incapacitated;

(8) *Issue.* The term "issue" shall refer to lineal descendants of all degrees and shall include adopted persons; provided however, that such term shall refer only to the issue of lawful marriages and illegitimate children only if a parent/child relationship existed between such child and his or her parent, living or deceased, as determined under Washington law. A child in gestation which is later born alive and survives for thirty (30) days shall be considered as issue in being throughout the period of gestation;

(9) *Legal Representative or Personal Representative.* As used in this Trust Agreement, the term "legal representative" or "personal representative" shall mean a person's guardian, conservator, executor, administrator, trustee, or any other person or entity personally representing a person or the person's estate;

(10) *Per Stirpes.* Whenever a distribution is to be made "per stirpes", the assets are to be divided into as many shares as there are then-living children and deceased children who left living descendants. Each living child shall receive one share and each deceased child's share shall be divided among such deceased child's then-living descendants in the same manner;

(11) *Principal and Income.* The determination by the Trustee in all matters as to what shall constitute principal of the trust, gross income therefrom and distributable net income under the terms of the trust shall be governed by the provisions of the Principal and Income Act of the State of Washington, except as to any of such matters as may otherwise be provided for in this instrument. In the event and to the extent that any of such matters relating to what constitutes principal or income of the trust and in the allocation of receipts and disbursements between these accounts is not provided for either in this Trust Agreement or in such Principal and Income Act, the Trustee has full power and authority to determine such matters;

(12) *Pronouns and Gender.* In this Trust Agreement, the feminine, masculine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates;

(13) *Qualified Beneficiary.* The term “Qualified Beneficiary” shall mean any person and/or entity then eligible to receive current income or whose right to receive assets from the trust is currently vested as well as those who could receive distributions after termination of the interests of current beneficiaries;

(14) *Request in Writing.* When either of us is acting as the Trustee or as a co-Trustee, the requirement of a writing to be signed by either of us as a Trustor and/or a beneficiary and delivered to either of us as the Trustee shall be waived; and,

(15) *Trustee.* Any reference to “Trustee” shall be deemed to refer to whichever individual, individuals (including us) or corporation shall then be acting as the Trustee.

2.F. **Governing Law.** This Trust Agreement is intended to create a Washington trust and all of the terms and provisions hereof shall be interpreted according to the laws of the State of Washington relating to inter-vivos trusts, except as shall be specifically modified herein. Nevertheless, the Trustee may change the situs of administration of the trust from one jurisdiction to another, thereby allowing this trust to be regulated and governed by the laws of another jurisdiction. Such action may be taken for any purpose the Trustee deems appropriate including minimization of taxes.

2.G. **Restrictions.** The interest of any beneficiary (whether entitled to current income or possessing only a future interest) in either the income or principal of the trust or any part of it shall not be alienated or in any other manner assigned or transferred by such beneficiary; and such interest shall be exempt from execution, attachment and other legal process which may be instituted by or on behalf of any creditor or assignee of such beneficiary; nor shall any part of such interest be liable for the debts or obligations (including spousal and/or child support, except as required under Washington law) of any such beneficiary. This paragraph is intended to impose a “Spendthrift Trust” on all interests held for any beneficiary.

2.H. **Maximum Duration of Trusts.** Regardless of any other provision herein, the Maximum Duration for Trusts is the longest period that property may be held in trust under this Agreement under the applicable rules of the State of Washington governing perpetuities, vesting, accumulations, the suspension of alienation and the like (including any applicable period in gross

such as twenty-one (21) years or ninety-nine (99) years). If, under those rules, the Maximum Duration for Trusts shall be determined (or alternatively determined) with reference to the death of the last survivor of a group of individuals alive upon either of our deaths, or at such other time that the application of such rules limiting the maximum duration of trusts is deemed to begin, those individuals shall consist of all beneficiaries (including future and/or contingent) of this trust (as hereinafter named) alive at the time of such death. Any trust created hereunder must end immediately prior to such maximum duration and, thereupon, the Trustee shall pay over the principal, free from such trust, to the person or persons then entitled to receive the net income.

2.I. **No-Contest Provision.** To the extent permitted under the laws of the State of Washington, in the event any beneficiary under this trust shall, singly or in conjunction with any other person or persons, undertake any of the following actions then the right of that person to take any interest given him or her by this Trust Agreement shall be determined as it would have been determined had the person predeceased the survivor of us without being survived by issue:

- (1) Directly contests in any court the validity of this Trust Agreement and/or of the last Will of either of us;
- (2) Seeks to obtain adjudication in any proceeding in any court that this Trust Agreement, or any of its provisions, and/or that the last Will of either of us, or any of the provisions thereof, are void;
- (3) Seeks otherwise to set aside this Trust Agreement or any of its dispositive provisions;
- (4) Seeks to obtain adjudication in any proceeding in any court challenging the transfer of any property to or from this trust on the grounds that such property was not ours at the time of the transfer or at the time of the death of either of us; and/or,
- (5) Files a creditor's claim against the estate of either of us or prosecutes an action against the estate of either of us or this trust for any claim for damages or services alleged to have been incurred during our lifetimes.

The Trustee is hereby authorized to defend, at the expense of the trust, any contest or other attack of any nature on this Trust Agreement or any of its provisions.

2.J. **Presumptions.** Any beneficiary who shall not be living thirty (30) days after the death of either of us shall be deemed not to have survived such person; except that in our case, if the order of our deaths cannot be established by proof, each of us shall be deemed to have survived the other.

2.K. **Special Distributions.** If any income and/or principal of any trust hereunder ever vests outright under the provisions of this Trust Agreement in a person not yet twenty-one (21), or a person who suffers from substance abuse, or a person who the Trustee determines is incapacitated, or a person whose financial circumstances are such that failure to delay distributions will actually reduce the trust benefits to such person, then the Trustee, in the Trustee's discretion and without

supervision of any court, shall hold or distribute such property (subsequently referred to in this Paragraph as the “protected property”) in accordance with the following provisions:

(1) The Trustee may hold any protected property in a separate trust for each such beneficiary, exercising as the Trustee of such trust all the administrative powers conferred in this Trust Agreement. The Trustee may accumulate or distribute to or for such beneficiary in accordance with subparagraph (2), as hereinbelow set forth, such amount or amounts of income and/or principal of the trust as the Trustee determines from time to time during the term of the trust to be appropriate. This separate trust shall terminate and vest absolutely when the beneficiary attains age twenty-one (21) if the beneficiary’s age was the basis for the separate trust, dies, when the trust assets are exhausted by discretionary distributions, or the reason for the separate trust no longer exists in the Trustee’s discretion. At such termination, the Trustee shall distribute the protected property then on hand in trust to the beneficiary or to the beneficiary’s estate if the trust terminated at the beneficiary’s death.

(2) The Trustee may distribute any protected property to or for the benefit of such beneficiary: (a) directly to the beneficiary; (b) on behalf of the beneficiary for the beneficiary’s exclusive benefit; (c) to any account in a bank, credit union, mutual fund and/or brokerage firm either in the name of such beneficiary or in a form reserving title, management and custody of such account to a suitable person for the use of such beneficiary; (d) in any form of an annuity; and, (e) in all ways provided by law dealing with gifts or distributions to or for minors or persons under incapacity. The receipt for distributions by any such person shall fully discharge the Trustee.

(3) In determining whether to make distributions, the Trustee may consider other resources of the beneficiary, any governmental entitlements and the future needs of the beneficiary during the term of the trust. The protected property shall, at all times, remain free of all claims by any governmental agency and/or creditors of the beneficiary.

(4) Notwithstanding the provisions of the preceding subparagraphs or any other provision of this Agreement, the Trustee shall not suspend any mandatory distributions required for a trust to qualify, in whole or in part, for any Federal or state marital deduction or charitable deduction. Finally, nothing herein shall prevent a distribution mandated by the provisions hereinabove set forth relating to the Maximum Duration of Trusts.

2.L. **Conflict Resolution and Severability.** In order to save the cost of court proceedings and promote the prompt and final resolution of any dispute with regard to the interpretation of this Trust Agreement or the administration or distribution of our trust, we direct that any such dispute shall be settled by arbitration administered by the American Arbitration Association under its Arbitration Rules for Wills and Trusts then in effect. Nevertheless, the following matters shall not be arbitrable: (1) questions regarding the competency of either of us; or (2) attempts to remove a fiduciary. In addition, arbitration may be waived by all *sui juris* parties in interest.

The arbitrator(s) shall be a practicing lawyer licensed to practice law in the State of Washington (or such other state whose laws then govern this Trust Agreement) and whose practice

has been devoted primarily to wills and trusts for at least ten (10) years. The arbitrator(s) shall apply the substantive law (and the law of remedies, if applicable) of the State of Washington (or such other state whose laws then govern this Trust Agreement). The arbitrator's decision shall not be appealable to any court, but shall be final and binding on any and all persons who have or may have an interest in this Trust Agreement, including unborn or incapacitated persons, such as minors or any person for whom a guardian has been appointed or any other protective order has been made.

Further, if any provision of this Trust Agreement is invalid, that provision shall be disregarded, and the remainder of this Trust Agreement shall be construed as if the invalid provision had not been included.

2.M. **Uneconomical Administration.** No other provision of this trust to the contrary, if at any time a share or trust being administered for any income beneficiary or group of income beneficiaries other than the survivor of us has such fair market value as to make the continued administration of the share or trust uneconomical as determined by the Trustee in the Trustee's sole discretion, the Trustee may pay the entire balance of such share or trust to the person or persons then entitled to the income therefrom, in proportion to their interests therein.

ARTICLE III **TRUSTEESHIP**

3.A. **Successor Trustees.** We may, during our joint lifetimes, appoint individuals or corporations as co-Trustees or successor Trustees, by a written instrument other than a Will delivered to the other Trustee(s), if any are then-acting. Upon the death of the first of us, the survivor may appoint, by the same method, individuals or corporations as co-Trustees or successor Trustees. If the survivor of us is incapacitated, the person who has been nominated to serve as successor Trustee may designate his or her successor, if there is no named successor to that successor Trustee or if the person designated as his or her successor is unable or unwilling to serve.

3.B. **Appointment of Trustee.** If there is no Trustee acting hereunder, then a majority of the adult beneficiaries shall appoint a successor Trustee or co-Trustees by an instrument in writing, which appointment must be effective upon the date the last Trustee fails to qualify or ceases to act; provided however, if the Trustee who is being replaced was not related or subordinate (within the meaning of §672(c) of the Code) to the beneficiaries holding this power to appoint, the power to appoint a new Trustee or co-Trustees shall be limited to the appointment of a Trustee (or of co-Trustees) who is also not related or subordinate (within the meaning of §672(c) of the Code) to the beneficiaries holding this power to appoint. For purposes of this Paragraph, "beneficiaries" shall exclude charitable organizations.

3.C. **Resignation.** Any Trustee may resign at any time by giving written notice to us, if living, or the survivor of us, and thereafter to the other Trustees, if any, and, if not, to all the beneficiaries. Any such notice shall become effective as agreed by us or the majority of the beneficiaries, but no later than thirty (30) days after such written notice. Notwithstanding the foregoing, the Trustee may, at the expense of any trust created hereunder, secure the appointment of a successor Trustee of such trust by a court of competent jurisdiction.

3.D. **“Foreign Trust” Savings Provision.** It is our intent that all trusts created by this Trust Agreement qualify as “United States Persons” under §7701(a)(30)(E) of the Code, and one or more United States Persons (as defined in §7701(a)(30)(A) through (C) of the Code) shall always have the authority to control all substantial decisions under this Trust Agreement. Any power, fiduciary or otherwise, to the extent such power is a power to make a “substantial decision” (as defined in Treasury Regulation §301.7701-7) which, by the terms of this Trust Agreement, would otherwise be held by a person who is not a “United States Person”, shall be only exercised by the Trustee, co-Trustee or Special Trustee (as hereinafter defined) who is a United States Person. Furthermore, any person who does not reside in one of the fifty (50) states of the United States or the District of Columbia shall be deemed to not be a “United States Person” for the application of this provision.

3.E. **Liability.** No successor Trustee shall be under any obligation to examine the accounts of any prior Trustee, and a successor Trustee shall be exonerated from all liability arising from any prior Trustee's acts or negligence. It is our intention that any Trustee serving hereunder shall be accountable only from the date such Trustee actually receives the assets of the trust.

3.F. **Bond.** No bond shall be required of any person or institution named in this Trust Agreement as the Trustee.

3.G. **Compensation.** A Trustee shall be entitled to receive, out of the income and principal of the trust, compensation for its services hereunder to be determined, if a corporate Trustee, by the application of the current rates then charged by the Trustee for trusts of a similar size and character, and, if the Trustee shall be an individual, such compensation shall be the average of the current rates then charged by corporate fiduciaries doing trust business in the county of my residence for trusts of a similar size and character. The Trustee shall also be entitled to reimbursement for all travel and other necessary expenses incurred in the discharge of the Trustee's duties. The Trustee may impose any Trustee fees or other expenses of the trust against the principal or income of the trust without any duty to seek reimbursement from the interest not charged.

3.H. **Reports.** While either of us is living and if we are not acting as the Trustee or as a co-Trustee, the Trustee shall render an annual accounting to us unless we have waived such accounting and, to the greatest extent permitted by law, the requirement for any notice, accounting and/or report to any other beneficiary shall be waived. If both of us are or if the survivor is incapacitated, such accounting shall be given to our legal guardian or, if no such guardian has been appointed, to our representative payee for Social Security purposes. After the death of the survivor of us, the Trustee shall render an annual accounting to each beneficiary, except as such reporting shall be waived by such beneficiary; provided however, if the only beneficiary then-entitled to an accounting is also the sole Trustee, the Trustee shall render an annual accounting to each qualified beneficiary, except as such reporting shall be waived by such qualified beneficiary.

(1) If beneficiaries entitled to an accounting are minors, their accounting shall be delivered to their parents or guardian. If beneficiaries entitled to an accounting are incapacitated, their accounting shall be delivered to their legal representative;

(2) Unless the accounting is objected to in writing within one hundred and eighty (180) days after mailing to the persons to whom the accounting is to be rendered, the account shall be deemed final and conclusive in respect to all transactions disclosed in the accounting. The accounting shall be binding on all persons interested in the trust, including beneficiaries who are not known or who are not yet born; and,

(3) The records of the Trustee shall be open at all reasonable times to inspections. The Trustee shall not be required to make any reports or accountings to the courts; however, nothing herein stated shall be deemed to restrict the Trustee from seeking judicial approval of the Trustee's accounts.

3.I. **Payments to Beneficiaries.**

(1) The Trustee shall pay the net income of any trust hereunder to the beneficiary to whom such income is directed to be paid, at such times as shall be convenient to such beneficiary and agreed to by the Trustee;

(2) Any income and/or principal of any trust hereunder to which any beneficiary may be entitled may, without regard to any order or assignment purporting to transfer the same to any other person, be paid or distributed by the Trustee, in the Trustee's sole discretion, into the hands of such beneficiary, or to the guardian of the person of such beneficiary, or be mailed to such beneficiary's last known address, or deposited to the account of such beneficiary in a bank or trust company of good standing, or be applied for the benefit of such beneficiary and his or her dependents directly by the Trustee; and the receipt for any payment or distribution or evidence of the application of any income or principal made in conformity with the foregoing shall discharge the Trustee from any further liability therefore; and,

(3) Unless the Trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interests of this Trust Agreement, the Trustee shall not be liable to any beneficiary of this Trust Agreement for distribution made as though the event had not occurred.

3.J. **Division of Trust Fund.** There shall be no requirement for the physical segregation or division of any trusts created hereunder except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

3.K. **Trustee Authority.**

(1) Subject to state law, a Trustee may appoint an "Attorney-in-Fact" and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee and may at pleasure revoke such appointment. Any such appointment shall be made by a written, acknowledged instrument.

(2) No purchaser from or other person dealing with the Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to the Trustee, and the receipt by the Trustee shall be a full discharge; and no purchaser or other person dealing with the Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with the Trustee should relate, shall be under any obligation to ascertain or inquire into the power of the Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by the Trustee or comprised in the trust.

(3) Prior to delivering the trust fund to a successor Trustee or to making any partial or complete distribution of principal hereunder (other than a distribution that is made in the exercise of the Trustee's discretion and does not terminate the trust), the Trustee may require an approval of the Trustee's accounts and a release and discharge from all beneficiaries having an interest in the distribution. If any beneficiary or beneficiaries shall refuse to provide a requested release and discharge, the Trustee may require court settlement of such accounts; all of the Trustee's fees and expenses (including attorneys' fees) attributable to court approval of such accounts shall be paid by the trust involved to the extent that the accounts are approved.

(4) The certification of a Trustee and/or Attorney-in-Fact that such Trustee and/or agent is acting according to the terms of this Trust Agreement shall fully protect all persons dealing with such Trustee and/or agent.

(5) In the event any Trustee hereunder is precluded by any other provision of this Trust Agreement or by the laws of any state from acting as a Trustee in such state, the Trustee may appoint a "Special Trustee" qualified to act and may delegate to such Special Trustee the exercise of all or any of the powers conferred upon a Trustee hereunder. A Special Trustee shall in no way be responsible for the matters not delegated to it. Any appointment of a Special Trustee and the delegation of powers to such Special Trustee shall be made by a written, acknowledged instrument.

3.L. Release of Healthcare Information, including HIPAA Authority. We intend for the Trustee to be treated as we would regarding the use and disclosure of our individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC 1320d and 45 CFR 160-164. We authorize any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health provider, any insurance company or medical information bureau or other health care clearinghouse that has provided treatment or services or that has paid for or is seeking payment from either of us for such services to give, disclose, and release, either orally or in writing, to the Trustee or Trustees, without restriction, all of our individually identifiable health information and medical records regarding any past, present or future medical or mental health condition.

The authority given to the Trustee shall supersede any prior agreement that we have made with either of our health care providers to restrict access to or disclosure of our individually identifiable health information. The authority given to the Trustee has no expiration date and shall

expire only in the event that either of us revokes the authority in writing and delivers such revocation to our health care providers.

3.M. Life Insurance. Upon the death of either of us, the Trustee shall proceed immediately to collect the net proceeds of policies, if any, on our lives which are then payable to the Trustee and shall hold such proceeds for the purposes and upon the trusts provided in Article VI of this Trust Agreement. Payment to the Trustee by an insurance company of the proceeds of such policies and receipt of such proceeds by the Trustee shall be a full discharge of the liability of such insurance company with respect to such proceeds, and no insurance company need inquire into or take notice of this Trust Agreement or see to the application of such payments. The Trustee may prosecute and maintain any litigation necessary to enforce payment of such policies.

3.N. Retirement Accounts. To the extent any trust hereunder is the beneficiary of a Retirement Account (as hereinafter defined) the Trustee shall draw the benefits from the Retirement Account in amounts sufficient to meet the minimum distribution requirements of §401(a)(9) of the Code and the regulations thereunder (the "Required Minimum Distribution"). Notwithstanding any provision of the trust to the contrary, the Required Minimum Distribution shall be paid to or applied for the benefit of the person or persons then entitled to receive or have the benefit of the income from such trust, or if there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

(1) "Retirement Account" means amounts held in or payable pursuant to a plan (of whatever type) qualified under Code §401, or an individual retirement arrangement under Code §408, or a Roth IRA under Code §408A, or a tax-sheltered annuity under Code §403 or any other benefit subject to the distribution rules of Code §401(a)(9), or the corresponding provisions of any subsequent federal tax law. It is our intention that this trust qualify as a "conduit trust" under Code §401(a)(9) so that the trust's beneficiaries shall be considered designated beneficiaries for purposes of the minimum distribution rules, and that distributions may therefore be taken over the trust beneficiary's life expectancy (or the life expectancy of the oldest trust beneficiary).

(2) The Retirement Accounts shall not be subject to the claims of any creditor of either of our estates, they shall not be used for the satisfaction of any distributions to a non "designated beneficiary" (as that term is defined in Treas. Reg. §1.401(a)(9)-4, Q&A 1) and they shall not be applied to the payment of the debts, taxes of either of us or other claims or charges against either of our estates unless and until all other assets available for such purposes have been exhausted, and even then only to the minimum extent that would be required under applicable law in the absence of any specific provision on this subject in this Trust, and, under no circumstances, shall they be used for such purpose after September 30 of the year following the death of the owner of the Account.

3.O. Powers of Invasion. A discretionary power given to a Trustee of any trust created hereunder to invade or utilize the principal of such trust for "health, support, maintenance or education" (or a similar use of such terms) shall be considered to be in compliance with §§2041 and 2514 of the Code and any exercise of such power shall be limited by those sections.

Notwithstanding any statute of Washington law to the contrary, any other discretionary power given to a Trustee of any trust created hereunder to invade or utilize the principal of such trust for any other purpose shall be deemed to be a broader power if a clear reading of the terms of such power would so indicate. Further, notwithstanding any statute of Washington law to the contrary, any discretionary power to make distributions of income or principal of any trust created hereunder which is given to a current beneficiary as sole Trustee is specifically intended to be given to such sole Trustee and the right of any other beneficiary to have another Trustee appointed for the purpose of making such discretionary distributions is hereby specifically waived.

3.P. **Release of Powers.** Each Trustee shall have the power to release or to restrict the scope of any power that such Trustee may hold in connection with any trust created under this Trust Agreement, whether said power is expressly granted in this Trust Agreement or implied by law. The Trustee shall exercise this release in a written instrument specifying the powers to be released or restricted and the nature of any such restriction. Any released power shall pass to and be exercised by the other then-acting Trustees.

ARTICLE IV

TRUSTEE'S POWERS

Subject to the provisions and limitations set forth expressly herein, the Trustee shall have, in general, the power to do and perform any and all necessary acts and things in relation to the trust in the same manner and to the same extent as an individual might or could do with respect to his or her own property. No enumeration of specific powers made herein shall be construed as a limitation upon the foregoing general powers, nor shall any of the powers conferred herein upon the Trustee be exhausted by the use thereof, but each shall be continuing. In addition to the above, the Trustee shall have all of the powers authorized by the laws of the State of Washington relating to inter-vivos trusts (as though such powers were set forth herein) and, in addition, the Trustee is specifically authorized and empowered to exercise those powers hereinafter set forth in this Article IV.

4.A. **Agreements.** To carry out the terms of any valid agreements which we, or either of us, may have entered into during our lifetimes regarding property owned by the trust;

4.B. **Asset Title.** To hold securities or other property in the Trustee's name as trustee, or in "street name", or in bearer form;

4.C. **Bank Accounts.** To open and maintain bank accounts in the name of the Trustee with any bank, trust company or savings and loan association authorized and doing business in any State of the United States of America. If more than one Trustee shall be acting, the Trustees may designate one or more of them to conduct banking activities and to make deposits, withdrawals and endorsements upon giving written notice of such designation to the bank, trust company, or savings and loan association in question; and such bank, trust company or savings and loan association shall be protected in relying upon such designation;

4.D. **Contracts.** To enter into contracts which are reasonably incident to the administration of the trust;

4.E. **Deal with Fiduciaries.** To buy from, sell to, and generally deal with the Trustee individually and as a fiduciary;

4.F. **Depreciation Reserve.** The Trustee shall not be required to establish any reserve for depreciation or to make any charge for depreciation against any portion of the income of the trust;

4.G. **Digital Assets.** To access, manage and control any and all forms of digital accounts, assets and rights;

4.H. **Divisions and Distributions.** In any case in which the Trustee is required to divide any trust assets into shares for the purpose of distribution (or otherwise), such division may be in kind, including undivided interests in any real property, or partly in kind and partly in money, pro rata or non-pro rata. For such purposes, the Trustee may make such sales of trust assets as the Trustee may deem necessary on such terms and conditions as the Trustee shall deem fit, and to determine the relative value of the securities or other assets so allotted or distributed; the Trustee's determination of values and of the property for such distribution shall be conclusive. The decision of the Trustee in distributing assets in reliance on this paragraph shall be binding, and shall not be subject to challenge by any beneficiary;

4.I. **Indebtedness.** With respect to any indebtedness owed to the trust, secured or unsecured:

(1) To continue the same upon and after maturity, with or without renewal or extension, upon such terms as the Trustee deems advisable; and,

(2) To foreclose any security for such indebtedness, to purchase any property securing such indebtedness and to acquire any property by conveyance from the debtor in lieu of foreclosure;

4.J. **Invest and Reinvest.** To invest, reinvest, change investments and keep the trust invested in any kind of property, real, personal, or mixed, including by way of illustration but not limitation, oil and gas royalties and interests; precious metals; common and preferred stocks of any corporation; bonds; notes; debentures; trust deeds; mutual funds or common trusts, including such funds administered by a Trustee; interests in partnerships, whether limited or general and as a limited or general partner; intending hereby to authorize the Trustee to act in such manner as the Trustee shall believe to be in the best interests of the trust and the beneficiaries thereof. The Trustee is specifically vested with the power and authority to open, operate and maintain securities brokerage accounts wherein any securities may be bought and/or sold on margin, and to hypothecate, borrow upon, purchase and/or sell existing securities in such account as the Trustee shall deem appropriate or useful and, further, while we, or either of us, are acting as a Trustee, such account(s) may deal in commodities, options, futures contracts, hedges, puts, calls and/or straddles (whether or not covered by like securities held in the brokerage account). These powers shall be construed as expanding the "standards of care" rule of the laws of the State of Washington relating to inter-vivos trusts or in the Uniform Prudent Investor Act (as it may otherwise apply);

4.K. **Loans.** To borrow for the trust from any person, corporation or other entity, including the Trustee, at such rates and upon such terms and conditions as the Trustee shall deem advisable, and to pledge and/or hypothecate as security any of the assets of the trust for the benefit of which such loan is made by mortgage, deed of trust or otherwise for the debts of the trust or the debts of either of us, or to guarantee the debt of either of us; to lend money upon such terms and such conditions as the Trustee deems to be in the best interests of the trust and the beneficiaries thereof, including the lending of money from one trust to any other trust created hereunder and to borrow on behalf of one trust from any other trust created hereunder, and further including the right to lend money to the probate estate (if any) of either of us, but in such event such loans shall be adequately secured and shall bear the then prevailing rate of interest for loans to such persons or entities for the purposes contemplated;

4.L. **Manage and Control.** To manage, control, sell at public or private sale, convey, exchange, partition, divide, subdivide, improve, repair; to grant options and to sell upon deferred payments; to pledge or encumber by mortgage or deed of trust or any other form of hypothecation; to otherwise dispose of the whole or any part of the trust on such terms and for such property or cash or credit, or any combination thereof, as the Trustee may deem best; to lease for terms within or extending beyond the duration of the trust for any purposes; to create restrictions, easements, to compromise, arbitrate, or otherwise adjust claims in favor of or against the trust; to institute, compromise and defend actions and proceedings with respect to the trust; and to secure such insurance, at the expense of the trust, as the Trustee may deem advisable;

4.M. **Professional Assistance.** To employ and compensate agents, investment managers, attorneys, accountants, and other professionals deemed by the Trustee to be reasonably necessary for the administration of the trust, and the Trustee shall not be liable for any losses occasioned by the good faith employment of such professionals, nor shall the Trustee be liable for any losses occasioned by any actions taken by the Trustee in good faith reliance upon any advice or recommendation thereof; to pay all costs, taxes, and charges in connection with the administration of the trust; and to be reimbursed for all reasonable expenses, including attorneys' fees, incurred in the management and protection of the trust and to pay such professionals a reasonable fee without court approval thereof. Any such payment by the Trustee of such fees shall be out of principal or income, as the Trustee may elect, or partially out of each. The discretion of the Trustee to pay these expenses from income or principal, or partially from each, is subject to the Trustee's fiduciary obligation to treat income beneficiaries and remaindermen equitably;

4.N. **Purchase.** To purchase property at its fair market value as determined by the Trustee from the probate estate (if any) of either of us;

4.O. **Qualification for Government Benefits.** The Trustee is authorized to take any actions that the Trustee determines to be appropriate or necessary in connection with the qualification for or receipt of government benefits for either of us, including benefits (whether income, medical, disability, or otherwise) from any agency (whether state, federal, or otherwise), such as Social Security, Medicaid, Medicare, or state supplemental programs. In particular, we authorize and direct the Trustee, upon receiving written notice from either of us, the conservator of either of us, or the person holding a Durable Power of Attorney for either of us, to partition all of the community property of the Trust for the purpose of transmuting such community property to be the separate

property of either of us. Upon such partition, if one of us is incompetent, the Trustee shall have the authority to divide our residence and our other assets between us in whatever manner is required to maximize any such government benefits or to maximize the nonincapacitated spouse's "Community Spouse Resource Allowance" ("CSRA") and/or "Minimum Monthly Maintenance Needs Allowance" ("MMMNA") as those terms are defined in the Medicare Catastrophic Coverage Act, as amended, or similar state laws or regulations;

4.P. **Receive Assets.** To receive, take possession of, sue for, recover and preserve the assets of the trust, both real and personal, coming to its attention or knowledge, and the rents, issues and profits arising from such assets;

4.Q. **Retention of Trust Property.** To retain, without liability for loss or depreciation resulting from such retention, any assets received by the Trustee or any property that may from time to time be added to the trust or any trust created hereunder; or any property in which the funds of any trust may from time to time be invested, for such time as the Trustee shall deem best, even though such property may represent a large percentage of the total property of the trust or it would otherwise be considered a speculative or inappropriate investment. This authority shall be construed as expanding the "standards of care" rule of the laws of the State of Washington relating to inter vivos trusts or in the Uniform Prudent Investor Act (as it may otherwise apply); however, this authority shall not supersede any right otherwise granted to the surviving spouse under this Trust Agreement to compel that certain trust assets be made productive;

4.R. **Securities.** With respect to any corporation or partnership, the stocks, bonds or interests in which may form a part of the trust estate, to act in the same manner and to exercise any and all powers which an individual could exercise as the legal owner of any such corporate stock or partnership interest, including the right to vote in person or in proxy, or to surrender, exchange or substitute stocks, bonds, or other securities as an incident to the merger, consolidation, recapitalization or dissolution of any of such corporation, or to exercise any option or privilege which may be conferred upon the holders of such stocks, bonds, or other securities, either for the exchange or conversion of the same into other securities or for the purchase of additional securities, and to make any and all payments which may be required in connection therewith;

4.S. **Tax Consequences.** To prepare and file returns and arrange for payment with respect to all local, state, federal and foreign taxes incident to this Trust Agreement; to take any action and to make any election, in the Trustee's discretion, to minimize the tax liabilities of this Trust Agreement and its beneficiaries; and,

4.T. **General Powers.** To do any and all other acts necessary, proper or desirable for the benefit of the trust and its beneficiaries, and to effectuate the powers conferred upon the Trustee hereunder.

ARTICLE V

OUR RETAINED POWERS

5.A. **Revocation.** During our joint lifetimes, this Trust Agreement may be revoked in whole or in part by an acknowledged instrument in writing signed by either of us which shall refer to this Trust Agreement and to this specific power and which shall be delivered to the then-acting Trustee

and the other spouse. In the event of such revocation, the jointly owned property and/or the community estate (as hereinabove defined) held by the trust shall revert to both of us as if this Trust Agreement had not been created and any separate property held by the trust shall revert to the spouse who contributed such separate property and shall constitute his or her separate property as if this Trust Agreement had not been created.

5.B. **Amendment.** We may, at any time during our joint lifetimes, amend any of the terms of this Trust Agreement by an acknowledged instrument in writing signed by both of us which shall refer to this Trust Agreement and to this specific power and which shall be delivered to the then-acting Trustee.

5.C. **Revocation and Amendment after the First Death.**

- (1) On the death of the first of us, the surviving spouse shall have the power to amend, revoke, or terminate the entire trust in whole or in part.
- (2) Revocation and amendment shall be made in the manner as herein above provided in Paragraphs 5.A. and 5.B.
- (3) After the death of the surviving spouse, the trust may not be amended or revoked.

5.D. **Powers Personal to Us.** Our powers to revoke or amend this Trust Agreement are personal to us and shall not be exercisable on our behalf by any guardian or other person, except the revocation or amendment may be authorized, after notice to the Trustee, by the Court that appointed a conservator and/or a guardian of either of us. Notwithstanding the previous sentence, in the event that either of us appoint an "Attorney-in-Fact", we reserve the right to confer upon such Attorney-in-Fact the power (1) to add property to the trust with the consent of the Trustee; (2) by written instrument delivered to the Trustee, to withdraw any property held hereunder (to the extent that we would individually have that power); and, (3) if specifically authorized in such appointment, by written instrument delivered to the Trustee, to modify or amend or revoke the trust (provided that the duties of the Trustee may not be increased or the Trustee's fees reduced without the consent of the Trustee). Any such appointment shall be made by a written, acknowledged instrument.

5.E. **Tangible Personal Property.** While either of us is living, we reserve the right to retain the control, use and possession of any or all of the tangible personal property included in the trust. We expressly limit the Trustee's responsibility with respect to the property so retained to the Trustee's function as the holder of legal title until we (or the survivor of us) surrender our right to the use and possession of any such property or until the death of both of us. In addition, we shall have the right, exercisable by written notice to the Trustee on terms specified by us, to direct the sale, transfer, gift or other disposition of any such property, with or without consideration, and the Trustee shall take all actions necessary to comply with the terms of such notice. In the event we surrender any such property to the Trustee, or upon our deaths, the Trustee shall take possession, preserve and maintain such property. The Trustee shall be responsible and accountable only for that tangible personal property which is actually in the Trustee's possession or control or, if

retained by us, is found by application of reasonable diligence at the death of the survivor of us or at such time that the Trustee asserts control.

5.F. **Residential Property.** We reserve the right to have complete and unlimited, possession, use and control of any real property which may ever constitute an asset of the trust estate and which is occupied by us for residential purposes, thereby retaining the requisite beneficial interest and possessory rights in and to such real property to comply with the “Homestead” laws of the State in which such property is located, so that such requisite beneficial interest and possessory rights constitute in all respects “equitable title to real estate”. Notwithstanding anything to the contrary contained in this Agreement, our interest in such real property shall be an interest in real property, and not personalty, and such real property shall be deemed to be our homestead; such use and control shall be without rent or other accountability to the Trustee. As part of such use and control, we, and not the Trustee, shall have the responsibility to manage such property, pay taxes, insurance, utilities and all other charges against the property, and may, at our option, charge such expenses to the trust, or may request reimbursement for any advances made for such purposes.

ARTICLE VI

DISPOSITION OF TRUST FUND

6.A. **Trustee’s Basic Duties.** During the term of this Trust Agreement, the Trustee shall hold, manage, invest and reinvest the trust fund, collect the income and profits from it, pay the necessary expenses of trust administration, and distribute the net income and principal as provided in this ARTICLE VI.

6.B. **Disposition During Our Joint Lifetimes.** During our joint lifetimes, we shall be equally entitled to the entire net income of the jointly owned property and/or the community estate (as hereinabove defined) held by the trust. At the written request of both of us, the Trustee shall pay to either spouse so much of the principal of the jointly owned property and/or the community estate held by the trust as we shall request or shall make such gratuitous transfers of the principal of the jointly owned property and/or the community estate held by the trust as we both shall direct. During our joint lifetimes, the Trustee shall also pay to husband or to wife, respectively, or shall apply for his or her benefit, the entire net income of such spouse’s separate property (if any) held by the trust. At the written request of the spouse who contributed any separate property to the trust, the Trustee shall pay to such spouse so much of the principal of such separate property as he or she shall request. In the absence of any specific direction, the Trustee is also authorized to pay over or apply the net income and/or the principal of the trust for the support and maintenance of any person or persons who is dependent upon our financial support.

6.C. **Disposition During Incapacity.** If at any time during our joint lifetimes, the Trustee determines that either of us has become physically or mentally incapacitated, whether or not a court of any jurisdiction has declared him or her in need of a guardian, the Trustee shall pay to the other spouse, or apply for the benefit of either of us, first from the jointly owned property and/or the community estate (as hereinabove defined) held by the trust, and then equally from our separate estates, the amounts of net income and principal necessary in the Trustee’s discretion for the proper health, support, and maintenance of both of us in accordance with our accustomed manner of living at the date of such incapacity, until the incapacitated spouse is again able to manage his or her own

affairs, or until the earlier death of such incapacitated spouse. The non-incapacitated spouse may also withdraw from time to time accumulated trust income and principal of the jointly owned property and/or the community estate held by the trust. In addition to payments for our benefit, the Trustee is specifically authorized to initiate or continue any payments to a dependent person in the manner hereinabove set forth in Paragraph 6.B.; the initiation, continuation, amount and extent of such support shall be in the Trustee's sole and absolute discretion. The Trustee shall accumulate any of the net income not so paid over and/or applied and shall add the same to the principal of the the jointly owned property and/or the community estate or the separate estate, as the case may be.

As a guide to the Trustee, it is our intent that we, and the survivor of us, shall remain in our primary residence as long as it is medically reasonable and, if we should need convalescent care, that we be able to return home as soon as it is medically reasonable; the expense of home care shall be of secondary importance. This paragraph is for the guidance of the Trustee only and should not be considered by any third party as a restriction or limitation on the Trustee's powers to manage the trust in the Trustee's absolute discretion.

6.D. Administration of the Trust Fund at the Death of the First of Us. The first of us to die shall be called the "Deceased Spouse" and the survivor of us shall be called the "Surviving Spouse". On the death of the Deceased Spouse, the entire trust fund shall continue in trust for the benefit of the Surviving Spouse, without exception, and with the full power of revocation. During the lifetime of the Surviving Spouse, the Trustee shall pay to him or her, or apply for his or her benefit, the entire net income from the entire trust fund. At the written request of the Surviving Spouse, the Trustee shall pay to him or her as much of the principal of the entire trust fund as he or she shall request. During the lifetime of the Surviving Spouse, the Trustee, in the Trustee's sole discretion, may additionally pay to or apply for the Surviving Spouse's benefit such principal distributions as the Trustee deems necessary for the Surviving Spouse's health, support, comfort, enjoyment, welfare and maintenance. In addition to payments for the Surviving Spouse's benefit, the Trustee is specifically authorized to initiate or continue any payments to a dependent person in the manner hereinabove set forth in Paragraph 6.B.; the initiation, continuation, amount and extent of such support shall be in the Trustee's sole and absolute discretion. The Trustee shall exercise in a liberal manner the power to invade the principal of the trust fund for the Surviving Spouse, since it is our intent that the comfort, welfare and happiness of the Surviving Spouse is primary and the rights of the remaindermen in the trust shall be considered of secondary importance.

6.E. Deferral of Division or Distribution. Whenever the Trustee is directed to make a distribution of trust assets or a division of trust assets into separate trusts or shares on the death of the survivor of us, the Trustee may, in the Trustee's discretion, defer such distribution or division up to six (6) months after such death. When the Trustee defers distribution or division of the trust assets, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this Trust Agreement in the absence of this Paragraph and all rights given to the beneficiaries of such trust assets under other provisions of this Trust Agreement shall be deemed to have accrued and vested as of such prescribed time; further, the beneficiaries of such trust assets shall be entitled to receive interest on the delayed distribution pursuant to Washington law (if there is no provision expressly applicable to trusts, then interest shall be paid pursuant to Washington law applicable to decedents' estates). Upon making distribution of trust assets or a division of trust assets into separate trusts at the death of the Deceased Spouse, the assets shall be valued at the date

of distribution or the date of funding the trusts created by this instrument if such date is different than the date of death, and the Trustee shall distribute or divide so as to avoid application of terminable interest rules and regulations.

Further, from time to time during the period between the death of the Deceased Spouse and the funding of any trust which is to come into existence under the terms of this Trust Agreement as a result of the death of the Deceased Spouse, Trustee may, in Trustee's discretion, distribute cash and/or other trust properties, not only to such trust, but also to or for the direct benefit of any individual beneficiary or beneficiaries of such trust (i.e., one to whom distributions of the income of such trust might then be made); provided however, that:

- (1) All such direct distributions to any beneficiary of any such trust shall be in lieu of (and thus credited toward) allocations otherwise required to be made to that trust as provided above; and,
- (2) No distribution which might thus be made to any beneficiary of any such trust shall exceed the amount then remaining to be allocated to that trust, or the amount which might properly be distributed by the trust to that beneficiary under the terms of that particular trust (nor shall it involve any trust assets which are prohibited by any other term of this Trust Agreement from allocation to that trust).

6.F. Authorized Actions at Our Deaths. At and after the death of either of us, the Trustee is authorized and directed to pay over to our executor, administrator, or personal representative so much of the trust fund as such representative shall state in writing is necessary or desirable to provide the estate with funds with which to pay the funeral expenses, debts, cost of administration and/or the taxes on the taxable estate, including taxes which may be imposed upon the probate estate, upon the trust fund and/or upon any property or interest in property, legal or equitable, which is included in the taxable estate, and any such statement of our executor, administrator, or personal representative (regardless of the nature or extent of the assets held in such the estate) shall be binding and conclusive upon the Trustee and upon all persons and corporations having any interest in the trust fund.

- (1) If such executor, administrator, or personal representative fails to furnish any such directions or if no such representative is appointed, the Trustee may, in its discretion, pay in whole or in part all debts which are due and enforceable against our estate, the expenses of the last illness, funeral, and administration and all taxes and other governmental charges imposed under the laws of the United States or of any state or country by reason of such death.
- (2) Any estate taxes imposed on any trust assets, or on any assets included in the taxable estate of the Surviving Spouse not part of the trust fund (or not added to the trust fund following our death) shall be paid from the residue of the Trust Estate (i.e., after any specific distributions) and shall not be pro-rated among the beneficiaries and/or trusts who actually receive such property. Provided however:

- (a) No taxes shall be apportioned to, charged against or paid from any gift made to a charitable organization that qualifies for a charitable deduction under §2055 of the Code.
- (b) No taxes shall be apportioned to, charged against, or paid from any property qualifying for the marital deduction under §2056 of the Code.
- (c) No taxes shall be apportioned to, charged against or paid from any other property excluded from the imposition of estate taxes by reason of any exemption, exclusion, or deduction applicable to the property, or because of (i) provisions of our respective Wills or this Trust Agreement that expressly exclude the property from taxation; (ii) the relationship between the deceased and the beneficiary of the property; or (iii) the character of the property. All such property shall pass free of estate taxes.
- (d) All estate taxes imposed on property includible in either of our gross taxable estates under §2041 of the Code (or an applicable statute for state purposes) by reason of a general power of appointment held by the deceased shall be charged to and paid from the property subject to the power. Further, we direct that the amount of the general power of appointment property equal to the taxes attributable to the value of the property shall be paid to the Trustee, to be held in this trust and used to pay such taxes. The amount of taxes attributable to the property shall equal (i) the amount of all taxes imposed on either of our taxable estates (including the value of the general power of appointment property), less (ii) the amount of all taxes that would have been imposed on the taxable estate excluding the value of the general power of appointment property. The rules promulgated under §2207 of the Code shall apply in determining the amount of the incremental tax to be paid from the general power of appointment property.
- (e) Any increment in estate taxes attributable to other property in which either of us had a life interest or a term interest that did not end prior to his or her death (including a life estate or life income interest) and which is included in either of our gross taxable estates shall be borne by the holder or recipient of that property.
- (f) Notwithstanding the general language of this subparagraph 6.F., any state inheritance tax which is based on the relationship of the beneficiary to us shall be paid by each beneficiary who has received a distribution of the Trust Estate which gives rise to such tax.

6.G. Distribution at the Death of the Surviving Spouse. On the death of the Surviving Spouse, the Trustee shall hold, administer and distribute the entire trust fund, as then constituted, all of which is hereafter referred to as the “Trust Estate”, as follows:

(1) The Trustee shall distribute such items of our tangible personal property as may then be included in the Trust Estate in accordance with any written instructions left by us, or by the survivor of us, and the remainder of such personal property, or all of it if no such instructions are left, to our children in equal shares.

(2) The Trustee shall divide the rest, remainder and residue of the Trust Estate into as many equal shares as there are children of ours then living and children of ours then deceased with issue then living. The Trustee shall allocate one (1) such share to each then-living child and one (1) such share to each group composed of the then-living issue of a deceased child. Each such share shall be distributed, or retained in trust, as hereafter provided:

(a) As to each share set aside for either of our then-living children, the Trustee shall distribute the principal of the share, plus the accrued income of such share, to the child for whom such share shall be allocated.

(b) For any share allocated to the issue of a deceased child, such share shall be distributed per stirpes. The Trustee shall hold, administer and distribute any such beneficiary's share in the following manner:

(i) As to each share so set aside, until each such beneficiary shall attain the age of twenty-five (25) years, the Trustee shall pay over to, or apply for the benefit of such beneficiary so much of the net income and/or principal of his or her share as the Trustee, in the Trustee's discretion, shall deem advisable for such beneficiary's health, education, support, maintenance and welfare. Any income not so distributed shall be added to principal.

(ii) The Trustee shall also pay over to such beneficiary, after he or she shall have attained the age of twenty-five (25) years, so much of the accrued income and principal of the Trust Estate set aside for such beneficiary as he or she shall request in writing at any time or times.

(iii) In the event of the death of any beneficiary while any undistributed part of his or her share shall then be held in trust hereunder, the Trustee shall (upon the death of said beneficiary) transfer and deliver forthwith his or her share to said deceased beneficiary's then-living issue, per stirpes. If said deceased beneficiary is not survived by issue, the Trustee shall (upon the death of said beneficiary) transfer and deliver forthwith his or her share to said beneficiary's then-living brothers and sisters, if any, and if none to our then-living issue, per stirpes.

(3) If no issue of ours shall be living at the death of the Surviving Spouse or prior to the distribution of the whole of the Trust Estate, the Trustee shall distribute such part of the Trust Estate as shall then be held in trust hereunder one-half (1/2) to husband's heirs and one-half (1/2) to wife's heirs; the identities and respective shares of such heirs to be determined according to the laws of the State of Washington in effect at the date of execution of this Trust Agreement.

Executed on _____, 20____, in King County, Washington.

JOHN SAMPLE,
Trustor

JANE SAMPLE,
Trustor

We hereby acknowledge receipt of the trust fund, accept the terms of THE SAMPLE REVOCABLE LIVING TRUST, and covenant that we will execute the trust with all due fidelity.

JOHN SAMPLE,
Co-Trustee

JANE SAMPLE,
Co-Trustee

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that JOHN SAMPLE and JANE SAMPLE are the individuals who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____, 20__

Notary name printed or typed: _____

Residing at: _____

My appointment expires: _____

SAMPLE

SCHEDULE “A”
OF
THE SAMPLE REVOCABLE LIVING TRUST
INITIAL TRUST FUNDING

1. All articles of personal and household use and ornament of every kind and description and wheresoever situated.
2. Checking and Savings accounts with Sterling Savings Bank
3. Life Insurance Policy with Metlife
4. IRA through Fidelity
5. Real property located at 123 Main St, Seattle, WA

Executed on _____, 20___, in King County, Washington.

JOHN SAMPLE,
Trustor

JANE SAMPLE,
Trustor

DECLARATION OF TRUST

We, **JOHN SAMPLE** and **JANE SAMPLE**, hereby declare that all assets of every kind and description and wheresoever situated which we jointly or individually presently own or hereafter acquire (regardless of the means by which acquired and/or the record title in which held; including, by way of illustration and not limitation, all real property, investments, bank accounts, etc.), other than any Individual Retirement Accounts or other type of plan which is tax deferred under the Internal Revenue Code of 1986, are transferred to and the same shall be owned by:

THE SAMPLE REVOCABLE LIVING TRUST,

being a revocable living trust, which exists under a certain trust agreement created by us concurrently herewith.

The foregoing declaration and transfer shall apply even though "record" ownership or title, in some instances, may, presently or in the future, be registered in our respective individual names, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed. This declaration may be terminated by either of us by written notice to the Trustee of the above-mentioned trust.

Executed on _____, 20____, in King County, Washington.

JOHN SAMPLE

JANE SAMPLE

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that **JOHN SAMPLE** and **JANE SAMPLE** are the individuals who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____, 20____

Notary name printed or typed: _____

Residing at: _____

My appointment expires: _____

CERTIFICATION OF TRUST

TO: ALL FINANCIAL INSTITUTIONS, MUTUAL FUND ADMINISTRATORS, TITLE INSURERS, TRANSFER AGENTS, AND OTHER PERSONS AND INSTITUTIONS

The undersigned desire to confirm the establishment of a revocable living trust named THE SAMPLE REVOCABLE LIVING TRUST (hereinafter referred to as the "Trust"). The following provisions are found in said Trust and may be relied upon as a full statement of the matters covered by such provisions by anyone dealing with the original co-Trustees or their successors.

CREATION OF TRUST

The Trust was created concurrently herewith by a Trust Agreement executed by the undersigned as Trustors and co-Trustees, for the benefit of the undersigned during their joint lifetimes, thereafter for the lifetime benefit of the survivor, and ultimately for the benefit of other successor beneficiaries in interest.

NAME OF TRUST

The name of the Trust is THE SAMPLE REVOCABLE LIVING TRUST. Any assets held in the name of the Trust should be titled in substantially the following manner: JOHN SAMPLE and JANE SAMPLE, as co-Trustees of THE SAMPLE REVOCABLE LIVING TRUST, U/A dated _____, 20__.

TRUSTEE

The currently acting co-Trustees of the Trust are JOHN SAMPLE and JANE SAMPLE. If either of said co-Trustees shall cease to act for any reason, the other shall act as sole Trustee of the Trust. In the event that both cease to act for any reason, they shall be succeeded by JOSEPH DOE as the successor Trustee. If said successor Trustee fails to qualify or ceases to act, SUSAN DOE shall act as the alternate successor Trustee.

SIGNATURE AUTHORITY

While both Trustors are acting as co-Trustees, only one signature shall be required to conduct business with respect to property and/or assets held or owned by the Trust. Any third party dealing with the Trust may rely upon this singular authority without any further evidence. Any Trust asset may be titled to reflect this authority, including the designation "and/or".

REVOCABILITY OF TRUST

The Trust is revocable. The persons holding the power to revoke or amend the Trust are JOHN SAMPLE and JANE SAMPLE.

TAXPAYER IDENTIFICATION NUMBER

The Trust uses the Social Security number of either Trustor as its Taxpayer Identification Number. No separate tax identification number is required while this Trust is revocable and the Trustors or either of them is acting as Trustee.

ADDRESS OF THE TRUST

The Trust uses the address of the Trustors/Trustees as its location. This address is currently 123 Main Street, Seattle, Washington 98104.

TRUSTEE AUTHORITY

- (1) Subject to state law, a Trustee may appoint an Attorney-in-Fact (“Power of Attorney”) and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee.
- (2) No purchaser from or other person dealing with a Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to such Trustee, but the receipt by a Trustee shall be a full discharge; and no purchaser or other person dealing with a Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with a Trustee should relate, shall be under any obligation to ascertain or inquire into the power of such Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by such Trustee or comprised in the trust fund.
- (3) The certification of a Trustee and/or the agent of a Trustee that such person is acting according to the terms of the Trust shall fully protect all persons dealing with such Trustee and/or agent. Any person may rely upon the certification of any Trustee as to the matters which are not contained in this Certification of Trust, including a further enumeration of the Trustee's powers.

A person who acts in reliance on this Certification of Trust without knowledge that the representations contained in this Certification of Trust are incorrect is not liable to any person for so acting and may assume without inquiry the existence of the facts contained in this Certification. Knowledge of the terms of the Trust may not be inferred solely from the fact that a copy of all or part of the trust instrument is held by the person relying on the certification. A person who in good faith enters into a transaction in reliance on this Certification of Trust may enforce the transaction against the trust property as if the representations contained in this Certification of Trust were correct.

TRUSTEE'S POWERS

The Trustee shall have, in general, the power to do and perform any and all acts and things in relation to the trust fund in the same manner and to the same extent as an individual might or could do with respect to his or her own property including the power to buy, sell, hold, transfer, convey, or exercise any ownership rights in any asset for the Trust by executing any appropriate document, or by an oral demand to buy or sell a security; to maintain, deposit or to withdraw from any bank, brokerage or mutual fund account (including margin accounts), and to sign checks or

drafts on any such account; to purchase or exercise rights in any life insurance or annuity contracts; and to borrow and pledge any Trust asset as security. In addition to the above, the Trustee shall have all of the powers authorized by the laws of the State of Washington relating to inter-vivos trusts (as though such powers were set forth herein).

ADMINISTRATIVE PROVISIONS

- (1) The Trust shall be administered according to the laws of the State of Washington relating to inter-vivos trusts, except as shall be specifically modified therein.
- (2) The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.
- (3) This Certification of Trust is a true and accurate statement of the matters referred to herein concerning the Trust.
- (4) This Certification of Trust has been signed by both of the currently acting co-Trustees of the Trust.
- (5) Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this Certification of Trust and any person who is in possession of a photocopy of this executed Certification may, in good faith, rely upon the information it contains and shall not be liable to the Trustors, any Trustee or beneficiary for reliance upon the information herein contained.
- (6) No person shall have received notice of any event upon which the use of this Certification of Trust depends unless said notice is in writing and until the notice is delivered to said person.

IN WITNESS WHEREOF, the undersigned declare under penalty of perjury that the foregoing is true and correct and that they have executed this Certification of Trust on _____, 20____, in King County, Washington.

JOHN SAMPLE,
Trustor-Trustee

JANE SAMPLE,
Trustor-Trustee

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that JOHN SAMPLE and JANE SAMPLE are the individuals who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____, 20__

Notary name printed or typed: _____

Residing at: _____

My appointment expires: _____

SAMPLE

ASSIGNMENT OF PERSONAL PROPERTY

We, **JOHN SAMPLE** and **JANE SAMPLE**, hereby declare that all articles of personal and household use and ornament of every kind and description and wheresoever situated which we presently own or hereafter acquire (regardless of the means by which acquired and/or the record title in which held; including, by way of illustration and not limitation, all automobiles, club memberships, china, digital assets and/or rights (including any "social media", on-line accounts and/or email accounts), glass, clothing, jewelry, precious stones, furniture, rugs, paintings and other works of art, books, silverware, etc., and including all insurance with respect thereto) are transferred to and the same shall be owned by:

THE SAMPLE REVOCABLE LIVING TRUST,

being a revocable living trust, which exists under a certain trust agreement created by us concurrently herewith.

The foregoing declaration and transfer shall apply even though "record" ownership or title, in some instances, may, presently or in the future, be registered in our respective individual name or names, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed. This declaration may be terminated by us by written notice to the Trustee of the above-mentioned trust. Notwithstanding this transfer in trust, we reserve the unlimited right to the use of the aforementioned items.

Executed on _____, 20____, in King County, Washington.

JOHN SAMPLE

JANE SAMPLE

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **JOHN SAMPLE** and **JANE SAMPLE** are the individuals who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____, 20____

Notary name printed or typed: _____

Residing at: _____

My appointment expires: _____

LAST WILL AND TESTAMENT
OF
JOHN SAMPLE

I, **JOHN SAMPLE**, a resident of King County, Washington, declare that this is my Last Will and Testament, hereby revoking all prior Wills and Codicils.

ARTICLE ONE
DECLARATIONS

1.A. **Family.** I am married to JANE SAMPLE and all references to “my wife” shall be to her. I have two children of this marriage now living; namely, DONALD SAMPLE and DONNA SAMPLE.

I have intentionally, and not as a result of any mistake or inadvertence, omitted in this Will to provide for any other children and/or issue of mine, if any, however defined by law, presently living. Any child or children born after the date of this Will shall be treated as though they were named in this Paragraph.

1.B. **Trust Agreement.** The term "TRUST AGREEMENT" as used in this Will shall refer to that certain unrecorded trust instrument known as THE SAMPLE REVOCABLE LIVING TRUST, created by my wife and me concurrently herewith.

1.C. **Property.** I confirm to my wife her one-half interest in any of our community property, with or without the necessity of probate administration or other court order, at my wife’s discretion. It is my intention by this Will to dispose of my separate property (if any) and my interest in the property owned by my wife and me (other than any property held in joint tenancy with my wife at the time of my death).

ARTICLE TWO
FIDUCIARIES

2.A. **Personal Representative.** My nomination for the Personal Representative of my Will, to serve without bond being required, shall be the then-acting Trustee or Trustees of THE SAMPLE REVOCABLE LIVING TRUST.

2.B. **Appointment of Special Personal Representative.** If for any reason my Personal Representative is unwilling or unable to act as Personal Representative with respect to any provision of my Will or the administration of my estate, my Personal Representative shall appoint, in writing, an individual, a bank, or a trust company that is not related or subordinate to my Personal Representative within the meaning of §672(c) of the Internal Revenue Code (hereinafter

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3.C. **Gift to Trust.** I give, devise and bequeath the remainder of my estate to the then-acting Trustee or Trustees of THE SAMPLE REVOCABLE LIVING TRUST, together with any additions or amendments thereto, to be added to the principal of that trust and to be held, administered and distributed under the Trust Agreement and any amendments to such Trust Agreement. I direct that such Trust Agreement shall not be administered under court supervision, control or accounting, and the Trustee shall not be required to give bond in such capacity.

3.D. **Alternate Disposition.** If the trust hereinabove referred to in Paragraph 1.B. of this Will is not in effect at my death, or if for any other reason the gift to said trust (as hereinabove set forth) cannot be accomplished, I specifically and completely incorporate the terms of said trust into this Will by reference. In such a situation, I direct my Personal Representative to establish a trust in accordance with the provisions of said trust and give the remainder of my estate, excluding any property over which I might have a power of appointment, to the Trustee of such trust.

ARTICLE FOUR

ESTATE ADMINISTRATION

4.A. **General Powers of Personal Representative.** My Personal Representative shall have all of the powers now or hereafter conferred on a Personal Representative by Title 11, RCW, and any powers enumerated elsewhere in this Will.

4.B. **Power to Make Tax Elections.** To the extent permitted by law, and without regard to the resulting effect on any other provision of this Will, on any person interested in my Estate, or on the amount of taxes that may be payable, my Personal Representative shall have the power to choose a valuation date for tax purposes; choose the methods to pay any death taxes; elect to treat or use any item for state or federal estate or income tax purposes as an income tax deduction or an estate tax deduction; and, to disclaim all or any portion of any interest in property passing at or after my death to my Estate or to a trust created by me or established for my benefit (including, but not limited to, any sub-trust established pursuant to the terms of the trust hereinabove referenced in Paragraph 1.B.).

4.C. **Power to Elect “Portability”.** In addition to the tax powers hereinabove set forth, my Personal Representative is specifically authorized to elect, to the extent and in the manner authorized by §2010(c)(2) of the Code and any applicable regulations thereto, the allocation to my wife of any unused portion of my “applicable exclusion amount” for federal estate tax purposes; it is my intent that my Personal Representative shall affirmatively elect “portability” of the “deceased spousal unused exclusion amount” [as said term is defined in §2010(c)(4) of the Code] pursuant to §2010(c)(5)(A) of the Code.

4.D. **Nonintervention.** My estate may be managed, administered, distributed, and settled without Court intervention to the maximum extent permissible by law; for example, through the grant of Nonintervention Powers pursuant to §11.68.011 of the Revised Code of Washington.

ARTICLE FIVE

MISCELLANEOUS PROVISIONS

5.A. **Severability Clause.** If any provision of this Will is invalid, that provision shall be disregarded, and the remainder of this Will shall be construed as if the invalid provision had not been included.

5.B. **Governing Law.** All questions concerning the validity and interpretation of this Will, shall be governed by the laws of the State of Washington in effect at the time this Will is executed.

5.C. **Miscellaneous.**

(1) As used in this Will, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.

(2) Article headings in this Will are inserted for convenience only, and are not to be considered in the construction of the provisions thereof.

IN WITNESS WHEREOF, I have on _____, 20___, in King County, Washington, signed, sealed, published and declared the foregoing instrument as and for my Last Will and Testament, in the presence of each and all of the subscribing witnesses, each of whom I have requested, in the presence of each of the others, to subscribe his or her name as an attesting witness, in my presence and in the presence of the others. I am of eighteen years age or over, of sound mind, and under no constraint or undue influence.

JOHN SAMPLE

We, the undersigned witnesses to the Last Will and Testament of JOHN SAMPLE, hereby certify that we subscribed our names in the presence of the Testator, and in the presence of each other, at the request of the Testator, he having declared this to be his Last Will and Testament, and having signed his name in our presence.

[signature – please print name under this line]

[street address]

[city, state]

[signature – please print name under this line]

[street address]

[city, state]

SAMPLE

LAST WILL AND TESTAMENT
OF
JANE SAMPLE

I, **JANE SAMPLE**, a resident of King County, Washington, declare that this is my Last Will and Testament, hereby revoking all prior Wills and Codicils.

ARTICLE ONE

DECLARATIONS

1.A. **Family.** I am married to JOHN SAMPLE and all references to “my husband” shall be to him. I have two children of this marriage now living; namely, DONALD SAMPLE and DONNA SAMPLE.

I have intentionally, and not as a result of any mistake or inadvertence, omitted in this Will to provide for any other children and/or issue of mine, if any, however defined by law, presently living. Any child or children born after the date of this Will shall be treated as though they were named in this Paragraph.

1.B. **Trust Agreement.** The term "TRUST AGREEMENT" as used in this Will shall refer to that certain unrecorded trust instrument known as THE SAMPLE REVOCABLE LIVING TRUST, created by my husband and me concurrently herewith.

1.C. **Property.** I confirm to my husband his one-half interest in any of our community property, with or without the necessity of probate administration or other court order, at my husband’s discretion. It is my intention by this Will to dispose of my separate property (if any) and my interest in the property owned by my husband and me (other than any property held in joint tenancy with my husband at the time of my death).

ARTICLE TWO

FIDUCIARIES

2.A. **Personal Representative.** My nomination for the Personal Representative of my Will, to serve without bond being required, shall be the then-acting Trustee or Trustees of THE SAMPLE REVOCABLE LIVING TRUST.

2.B. **Appointment of Special Personal Representative.** If for any reason my Personal Representative is unwilling or unable to act as Personal Representative with respect to any provision of my Will or the administration of my estate, my Personal Representative shall appoint, in writing, an individual, a bank, or a trust company that is not related or subordinate to my

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3.B. **Interest in Retirement Plans.** I give my husband all of my interest, if any, in any qualified retirement plans (i.e., IRA, Keogh, 401k, Pension and/or Profit-Sharing Plans) of which he is the owner/participant.

3.C. **Gift to Trust.** I give, devise and bequeath the remainder of my estate to the then-acting Trustee or Trustees of THE SAMPLE REVOCABLE LIVING TRUST, together with any additions or amendments thereto, to be added to the principal of that trust and to be held, administered and distributed under the Trust Agreement and any amendments to such Trust Agreement. I direct that such Trust Agreement shall not be administered under court supervision, control or accounting, and the Trustee shall not be required to give bond in such capacity.

3.D. **Alternate Disposition.** If the trust hereinabove referred to in Paragraph 1.B. of this Will is not in effect at my death, or if for any other reason the gift to said trust (as hereinabove set forth) cannot be accomplished, I specifically and completely incorporate the terms of said trust into this Will by reference. In such a situation, I direct my Personal Representative to establish a trust in accordance with the provisions of said trust and give the remainder of my estate, excluding any property over which I might have a power of appointment, to the Trustee of such trust.

ARTICLE FOUR

ESTATE ADMINISTRATION

4.A. **General Powers of Personal Representative.** My Personal Representative shall have all of the powers now or hereafter conferred on a Personal Representative by Title 11, RCW, and any powers enumerated elsewhere in this Will.

4.B. **Power to Make Tax Elections.** To the extent permitted by law, and without regard to the resulting effect on any other provision of this Will, on any person interested in my Estate, or on the amount of taxes that may be payable, my Personal Representative shall have the power to choose a valuation date for tax purposes; choose the methods to pay any death taxes; elect to treat or use any item for state or federal estate or income tax purposes as an income tax deduction or an estate tax deduction; and, to disclaim all or any portion of any interest in property passing at or after my death to my Estate or to a trust created by me or established for my benefit (including, but not limited to, any sub-trust established pursuant to the terms of the trust hereinabove referenced in Paragraph 1.B.).

4.C. **Power to Elect “Portability”.** In addition to the tax powers hereinabove set forth, my Personal Representative is specifically authorized to elect, to the extent and in the manner authorized by §2010(c)(2) of the Code and any applicable regulations thereto, the allocation to my husband of any unused portion of my “applicable exclusion amount” for federal estate tax purposes; it is my intent that my Personal Representative shall affirmatively elect “portability” of the “deceased spousal unused exclusion amount” [as said term is defined in §2010(c)(4) of the Code] pursuant to §2010(c)(5)(A) of the Code.

4.D. **Nonintervention.** My estate may be managed, administered, distributed, and settled without Court intervention to the maximum extent permissible by law; for example, through the grant of Nonintervention Powers pursuant to §11.68.011 of the Revised Code of Washington.

ARTICLE FIVE

MISCELLANEOUS PROVISIONS

5.A. **Severability Clause.** If any provision of this Will is invalid, that provision shall be disregarded, and the remainder of this Will shall be construed as if the invalid provision had not been included.

5.B. **Governing Law.** All questions concerning the validity and interpretation of this Will, shall be governed by the laws of the State of Washington in effect at the time this Will is executed.

5.C. **Miscellaneous.**

(1) As used in this Will, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.

(2) Article headings in this Will are inserted for convenience only, and are not to be considered in the construction of the provisions thereof.

IN WITNESS WHEREOF, I have on _____, 20___, in King County, Washington, signed, sealed, published and declared the foregoing instrument as and for my Last Will and Testament, in the presence of each and all of the subscribing witnesses, each of whom I have requested, in the presence of each of the others, to subscribe his or her name as an attesting witness, in my presence and in the presence of the others. I am of eighteen years age or over, of sound mind, and under no constraint or undue influence.

JANE SAMPLE

We, the undersigned witnesses to the Last Will and Testament of JANE SAMPLE, hereby certify that we subscribed our names in the presence of the Testatrix, and in the presence of each other, at the request of the Testatrix, she having declared this to be her Last Will and Testament, and having signed her name in our presence.

[signature – please print name under this line]

[street address]

[city, state]

[signature – please print name under this line]

[street address]

[city, state]

SAMPLE

DURABLE POWER OF ATTORNEY FOR MANAGEMENT OF PROPERTY AND PERSONAL AFFAIRS

I, **JOHN SAMPLE**, of 123 Main Street, Seattle, Washington, as an individual and as co-Trustee of THE SAMPLE REVOCABLE LIVING TRUST, executed by my wife and me concurrently herewith, intend to create a Durable Power of Attorney (herein referred to as "this Power"). This Power is effective immediately upon its execution. THIS IS A DURABLE POWER OF ATTORNEY AND THE AUTHORITY OF MY AGENT ("ATTORNEY-IN-FACT") SHALL NOT TERMINATE IF I BECOME DISABLED OR INCAPACITATED OR IN THE EVENT OF LATER UNCERTAINTY AS TO WHETHER I AM DEAD OR ALIVE. IT SHALL ALSO NOT BE AFFECTED BY LAPSE OF TIME.

I give my Agent, and my successor Agents, the powers specified in this Power with the understanding that they will be used for my benefit and on my behalf and will be exercised only in a fiduciary capacity.

I. APPOINTMENT

1.A. **Designation of Agent.** I hereby designate and appoint my wife, JANE SAMPLE, as my Attorney-in-Fact (hereinafter referred to in this power of attorney as "my Agent").

1.B. **Alternate Agents.** If my wife is not available or becomes ineligible to act, or if I revoke her appointment or authority to act, then I designate the following persons to serve as my successor Agent to have all of the powers hereinafter set forth; such persons to serve in the order listed below:

First Alternate Agent: My brother JOSEPH DOE

Second Alternate Agent: My sister SUSAN DOE

II. POWERS

2.A. **Enumerated Powers.** To exercise or perform any act, power, duty, right or obligation whatsoever that I now have for property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted:

(1) Real and Personal Property. To take any actions for the management or maintenance of any real or personal property in which I own an interest when this Power

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(6) Insurance and Annuities. To take any actions with respect to any insurance or annuity contracts in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to acquire additional insurance coverage of any type or additional annuities; continue existing insurance or annuity contracts; agree to modifications in the terms of insurance or annuity contracts in which I have an interest; borrow against insurance or annuity contracts in which I have an interest, to the extent allowed under the contract terms; change beneficiaries under existing contracts and name beneficiaries under new contracts, including the power to designate my Agent as the beneficiary; and, receive dividends, proceeds, and other benefits generated by the contracts; transfer interests in insurance or annuity contracts to the extent permitted under the terms of those contracts.

(7) Beneficial Interests. To take any actions with respect to any probate estate, trust, conservatorship, guardianship, escrow, custodianship, or other fund/entity in which I have a beneficial interest when this Power is executed, or in which I later acquire an interest, including the power to accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund/entity; demand or obtain by litigation or otherwise money or other things of value to which I am, may become, or claim to be entitled by reason of the fund/entity; initiate, participate in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest; initiate, participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary; and, conserve, invest, disburse and use anything received for an authorized purpose.

(8) Digital Accounts, Assets and Rights. To take any actions in connection with any digital accounts, assets and/or rights in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to access, continue, modify, or terminate existing accounts; create or change any “passwords” and/or “user identification profiles”.

(9) Retirement Plans and Benefits. In connection with any pension, profit sharing or stock bonus plan, individual retirement account (IRA), Roth IRA, §403(b) annuity or account, §457 plan, or any other retirement plan, arrangement or annuity in which I am a participant or of which I am a beneficiary (whether established by my Agent or otherwise) (each of which is referred to in this document as a “Plan” or “such Plan”), my Agent shall have the following powers, in addition to all other applicable powers granted by this document:

- (a) To establish one or more Plans in my name;
- (b) To make contributions (including “rollover” contributions) or cause contributions to be made to such Plan with my funds or otherwise on my behalf;
- (c) To receive and endorse checks or other distributions to me from such Plan, or to arrange for the direct deposit of the same in any account in my name or in the name of any existing trust for my benefit or a trust created by my Agent for my benefit;

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

(e) To designate one or more beneficiaries or contingent beneficiaries for any benefits payable under such Plan on account of my death, and to change any such prior designation of beneficiary made by me or by my Agent, subject to the following limitation: my Agent shall have no power to designate my Agent directly or indirectly as a beneficiary or contingent beneficiary to receive a greater share or proportion of any such benefits than my Agent 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; the preceding limitation shall not apply to any designation of my Agent as beneficiary in a fiduciary capacity, with no beneficial interest.

(10) Claims and Litigation. To take any actions with respect to any claim that I may have or that has been asserted against me and with respect to any legal proceeding in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to institute, prosecute, and defend legal proceedings and claims on my behalf; file actions to determine adverse claims, seek preliminary, provisional, or intermediate relief on my behalf; apply for the enforcement or satisfaction of judgments that have been rendered in my favor; participate fully in the development of claims and proceedings; submit any dispute in which I have an interest to arbitration; submit and accept settlement offers and participate in settlement negotiations; handle all procedural aspects, such as service of process, filing of appeals, stipulations, verifications, waivers, and all other matters in any way affecting the process of any claim or litigation; and, satisfy judgments that have been rendered against me.

(11) Tax Matters. For any tax year for which the statute of limitations has not run and to the tax year in which this durable power of attorney was executed and any subsequent tax year, to prepare and file any and all documents and take all actions that are necessary or that my Agent believes to be desirable with respect to my local, state, or federal tax liability, including the power to participate in audits; exercise my rights to protest and appeal assessments; pay amounts due to the appropriate taxing authority; execute waivers, consents (including, but not limited to, consents and agreements under Internal Revenue Code §2032A, or any successor section thereto), closing agreements, and similar documents related to my tax liability; participate in all procedural matters connected with my tax liability; and, exercise any elections that may be available to me under applicable state or federal tax laws or regulations.

(12) Personal and Family Maintenance. To conduct my personal affairs and to discharge any and all obligations I may owe to myself and to family members and other third persons who are customarily or legally entitled to my support when this Power is executed, or that are undertaken thereafter, including the power to take steps to ensure that our customary standard of living is maintained; continue existing charge accounts, open new charge accounts, and make payments thereon; provide for transportation; maintain

correspondence; prepare, maintain, and preserve personal records and documents; and, maintain membership in any social, religious, or professional organization and make contributions thereto.

(13) Governmental Benefits. All powers described in this paragraph are exercisable equally with respect to benefits from Social Security, Medicare, Medicaid, or other governmental programs, or civil or military service, existing when this Power is executed or accruing thereafter, whether existing or accruing in the state or elsewhere. My Agent is appointed as my "Representative Payee" for the purpose of receiving Social Security benefits and may collect all benefits to or for my benefit by any governmental agency or body, such as Supplemental Social Security (SSI), Medicaid, Medicare and Social Security Disability Insurance (SSDI). My Agent shall have the full power to represent me and deal in all ways necessary concerning rights or benefits payable to me by any governmental agency and shall have the full power to sign, execute, deliver, process and acknowledge applications, documents, checks and such other instruments in writing, of every kind and nature, as may be necessary or proper to obtain and receive any benefits to which I or any of my dependents may be entitled through any governmental agency and to communicate on my behalf with any governmental agency from whom I am receiving or from whom I may be eligible to receive benefits.

(14) Resignation from Fiduciary Positions. To resign from any fiduciary position to which I have been or may be in the future named, appointed, nominated or elected, including by way of illustration, but not of restriction, the positions of executor, administrator, personal representative, trustee, attorney-in-fact, guardian, director or officer of a corporation, and to take whatever steps are necessary to accomplish such resignation, for example, by rendering an accounting or appearing in court to receive approval for such action, as appropriate.

(15) Gifts. As long as my wife is my Agent, she shall have the authority to continue any payments to a dependent person, the amount and extent of such support in my Agent's sole and absolute discretion; to make gifts, grants, or other transfers without consideration, of cash or other property, including the power to forgive indebtedness and consent to gift splitting under Internal Revenue Code §2513 or successor sections. The gifting powers granted under this paragraph shall be exercised, if at all, in favor of my wife, my issue, any spouse of my issue and any other of my dependents, including my Agent. Any gifts made pursuant to this paragraph shall not be future interests within the meaning of Internal Revenue Code §2503, and the aggregate amount of any gifts made in any one calendar year to any one individual shall not exceed the amount that may be made free of federal gift tax. The limitations in the preceding sentence shall not apply to any gifts which incur no federal gift tax, such as, for example, gifts that qualify for the unlimited federal gift tax marital deduction or charitable deduction.

In addition to the above, if my Agent, in my Agent's sole discretion, has determined that I need nursing home or other long-term medical care and that I will receive proper medical care whether I privately pay for such care or if I am a recipient of Title XIX (Medicaid) or other public benefits, then my Agent shall have the power: (i) to take any

and all steps necessary, in my Agent's judgment, to obtain and maintain my eligibility for any and all public benefits and entitlement programs, including, if necessary, creating and funding a qualified income trust or special needs trust for me or a disabled child, if any; (ii) to transfer with or without consideration my assets to the beneficiaries of the trust agreement hereinabove referenced, including my Agent; and (iii) to enter into a personal services contract for my benefit, including entering into such contract with my Agent, and even if doing so may be considered self-dealing. Such public benefits and entitlement programs shall include, but are not limited to, Social Security, Supplemental Security Income, Medicare, Medicaid and Veterans benefits.

Initials of Principal

(16) Transfer to Trust. To transfer and convey to the Trustee or co-Trustees of the trust agreement hereinabove referenced any or all assets now or at any time or times hereafter standing in my name or representing my interest in assets owned jointly, commonly, or otherwise with any other person or persons, including, without limitation, real estate, ownership rights in insurance policies of all kinds, cash, checks (particularly government and insurance checks), stocks, bonds, securities, and properties of all kinds; and pursuant to such purpose to terminate savings, checking, safekeeping, agency, investment advisory, and custody accounts in my name, alone or with others, at any bank or broker, by directing that all or any part of the balance therein, including all cash, stocks, bonds, and other securities and property, subject to any indebtedness secured thereby, be transferred and delivered to said Trustee or co-Trustees.

(17) Amending Power. As long as my wife is my Agent, she shall have the authority to act in my behalf for all purposes in amending that certain trust agreement hereinabove referenced.

Initials of Principal

(18) Create an Irrevocable Trust. To create an irrevocable trust for my benefit wherein the beneficial interests at my death shall be the same as the dispositive provisions in the trust agreement hereinabove referenced in effect on the date such irrevocable trust is created, to name the Trustees and successor Trustees, and to fund such irrevocable trust with all or any assets of mine or other interests in property which are capable of being held in said irrevocable trust, including those assets which may then be held in the revocable trust agreement hereinabove referenced. This authority includes the power to create and fund an irrevocable trust which may qualify me for Medicaid. My Agent may serve as the Trustee of the trust. My Agent shall have the power to exercise whatever trust powers or elections which I may exercise.

2.B. **General Grant of Powers**. It is my intention by the granting of the foregoing powers to give my Agent the broadest possible powers to represent my interests and my estate in all aspects

of any transactions or dealings involving me or my property. The only powers which my Agent pursuant to this Power shall not exercise with respect to me and my property are as follows:

- (1) To use my assets to satisfy any legal obligations of my Agent, including but not limited to the support of any dependents of my Agent; provided, however, that such dependents shall not include myself or those persons whom I am otherwise legally obligated to support;
- (2) To exercise any powers granted to the trustee pursuant to an irrevocable trust agreement of which my Agent is the Trustor and I am the trustee;
- (3) To exercise any incidents of ownership over any policy or policies of life insurance insuring the life of my Agent and of which I am the owner; and,
- (4) To make health care decisions.

Subject only to the limitations and prohibitions set forth in the preceding paragraph, and excepting those actions that conflict with or are limited by another provision in this Power, I give my Agent the power to act as my alter ego with respect to all matters and affairs that are not included in the other provisions in this Power, to the extent that a principal can act through an agent.

2.C. Incidental Powers. In connection with the exercise of any of the powers described in the preceding paragraphs, I give my Agent full authority, to the extent that a principal can act through an agent, to take all actions that my Agent believes necessary, proper, or convenient, to the extent that I could take such actions myself, including the power to prepare, execute, and file all documents and maintain records; enter into contracts; hire, discharge, and pay reasonable compensation to attorneys, accountants, expert witnesses, or other assistants; execute, acknowledge, seal, and deliver any instrument.

2.D. Inspection and Disclosure of Information Relating to My Physical or Mental Health. My agent has the power and authority to request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 CFR 160-164. I hereby authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose, and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition. This authority given my agent shall supersede any other agreement which I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority given my agent shall be effective immediately, has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

III. AMPLIFYING PROVISIONS

3.A. **Reimbursement for Costs and Expenses.** My Agent shall be entitled to reimbursement from my property for expenditures properly made in the execution of the powers conferred by me in this Power. My Agent shall keep records of any such expenditures and reimbursement.

3.B. **No Compensation.** My Agent shall not be entitled to compensation for the services rendered in the execution of any of the powers conferred by me in this Power.

3.C. **Reliance by Third Parties.** To induce third parties to rely upon the provisions of this Power, I, for myself and on behalf of my heirs, successors, and assigns, hereby waive any privilege that may attach to information requested by my Agent in the exercise of any of the powers described herein. Moreover, on behalf of my heirs, successors, and assigns, I hereby agree to hold harmless any third party who acts in reliance upon this Power for damages or liability incurred as a result of that reliance. My Agent is authorized, at the expense of my estate, to seek interpretation and/or enforcement of any power granted to my Agent under this document from a court of competent jurisdiction. My Agent may seek any appropriate legal remedy including, but not limited to, declaratory judgments, temporary or permanent injunctions, and actual or punitive damages against any person or entity who unreasonably, negligently or willfully fails or refuses to follow my Agent's instructions with respect to a power granted to my Agent under this document.

3.D. **Ratification.** I ratify and confirm all that my Agent does or causes to be done under the authority granted in this Power. All instruments of any sort entered into in any manner by my Agent shall bind me, my estate, my heirs, successors, and assigns.

3.E. **Exculpation.** My Agent shall not be liable to me or any of my successors in interest for any action taken or not taken in good faith, but shall be liable for the breach of a duty committed dishonestly, with improper motive, or with reckless indifference to the purposes of this Power or my best interests.

3.F. **Revocation and Amendment.** I revoke all prior General Powers of Attorney that I may have executed and I retain the right to revoke or amend this document and to substitute other attorneys in fact in place of the Agent herein named. Amendments to this document shall be made in writing by me personally (not by my Agent) and they shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

IV. GENERAL PROVISIONS

4.A. **Nomination of Guardian.** If proceedings are initiated for the appointment of a guardian of my estate, I hereby nominate my Agent as such guardian and who shall serve without bond being required.

4.B. **Photocopies.** Persons dealing with my Agent may rely fully on a photocopy of this Power.

4.C. **Severability.** If any of the provisions of this Power are found to be invalid for any reason, such invalidity shall not affect any of the other provisions of this Power, and all invalid provisions shall be wholly disregarded.

4.D. **Governing Law.** All questions pertaining to validity, interpretation, and administration of this Power shall be determined in accordance with the laws of the State of Washington.

4.E. **Understanding of Document.** I understand that this Power is an important legal document: (1) this document provides my Agent with broad powers to dispose of, sell, convey, and encumber my real and personal property; (2) the powers granted in this Power will exist for an indefinite period of time unless I limit their duration by the terms of this Power or revoke this Power, and they will continue to exist notwithstanding my subsequent disability or incapacity; and (3) I have the right to revoke or terminate this Power at any time.

Executed on _____, 20____, in King County, Washington.

JOHN SAMPLE

123 Main Street
Seattle, Washington 98104

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that JOHN SAMPLE is the individual who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____, 20____

Notary name printed or typed: _____

Residing at: _____

My appointment expires: _____

This Page has been remove.

is executed, or in which I later acquire an interest, including the power to acquire, sell, and convey ownership of property; control the manner in which property is managed, maintained, and used; change the form of title in which property is held; (including creating or severing a "joint tenancy" right of survivorship); satisfy and grant security interests and other encumbrances on property (including a "reverse mortgage"); obtain and make claims on insurance policies covering risks of loss or damage to property; accept or remove tenants; collect proceeds generated by property; ensure that any needed repairs are made to property; exercise rights of participation in real estate syndicates or other real estate ventures; and, to make improvements to property.

(2) Motor Vehicles. To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

(3) Stock and Bond Transactions. To buy, sell and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments except commodity futures contracts and call and put options on stocks and stock indexes; to receive certificates and other evidences of ownership with respect to securities; to exercise voting rights with respect to securities in person or by proxy, and, to enter into voting trusts and consent to limitations on the right to vote.

(4) Financial Institutions. To take any actions in connection with any financial institution in which I have an account or an interest in an account when this Power is executed, or in which I later acquire an account or an interest in an account, including the power to continue, modify, or terminate existing accounts; create or terminate "joint tenancy" or "pay on death" accounts; open new accounts; withdraw funds; draw, endorse, and deposit checks, drafts and other negotiable instruments (including, but not limited to, Social Security, government and insurance checks made payable to me); prepare financial statements; borrow money; and, execute or release any security documents that may be needed in the exercise of the rights granted by this Power of Attorney, as well as the authority to conduct banking transactions as set forth in the laws of any State or foreign country. For the purposes of this paragraph, the term "financial institution" includes, but is not limited to, banks, trust companies, savings banks, commercial banks, building and loan associations, savings and loan companies or associations, credit unions, industrial loan companies, thrift companies and brokerage firms or other financial institution selected by my Agent.

(5) Safe Deposit Boxes. To hire a safe deposit box or space in a vault; to have access at any time or times to any safe deposit box rented to me, wherever located, and to remove all or any part of the contents thereof, and to surrender or relinquish any safe deposit box. Any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power.

(6) Insurance and Annuities. To take any actions with respect to any insurance or annuity contracts in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to acquire additional insurance coverage of any type or additional annuities; continue existing insurance or annuity contracts; agree to modifications in the terms of insurance or annuity contracts in which I have an interest; borrow against insurance or annuity contracts in which I have an interest, to the extent allowed under the contract terms; change beneficiaries under existing contracts and name beneficiaries under new contracts, including the power to designate my Agent as the beneficiary; and, receive dividends, proceeds, and other benefits generated by the contracts; transfer interests in insurance or annuity contracts to the extent permitted under the terms of those contracts.

(7) Beneficial Interests. To take any actions with respect to any probate estate, trust, conservatorship, guardianship, escrow, custodianship, or other fund/entity in which I have a beneficial interest when this Power is executed, or in which I later acquire an interest, including the power to accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund/entity; demand or obtain by litigation or otherwise money or other things of value to which I am, may become, or claim to be entitled by reason of the fund/entity; initiate, participate in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest; initiate, participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary; and, conserve, invest, disburse and use anything received for an authorized purpose.

(8) Digital Accounts, Assets and Rights. To take any actions in connection with any digital accounts, assets and/or rights in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to access, continue, modify, or terminate existing accounts; create or change any “passwords” and/or “user identification profiles”.

(9) Retirement Plans and Benefits. In connection with any pension, profit sharing or stock bonus plan, individual retirement account (IRA), Roth IRA, §403(b) annuity or account, §457 plan, or any other retirement plan, arrangement or annuity in which I am a participant or of which I am a beneficiary (whether established by my Agent or otherwise) (each of which is referred to in this document as a “Plan” or “such Plan”), my Agent shall have the following powers, in addition to all other applicable powers granted by this document:

- (a) To establish one or more Plans in my name;
- (b) To make contributions (including “rollover” contributions) or cause contributions to be made to such Plan with my funds or otherwise on my behalf;
- (c) To receive and endorse checks or other distributions to me from such Plan, or to arrange for the direct deposit of the same in any account in my name or in the name of any existing trust for my benefit or a trust created by my Agent for my benefit;

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

(e) To designate one or more beneficiaries or contingent beneficiaries for any benefits payable under such Plan on account of my death, and to change any such prior designation of beneficiary made by me or by my Agent, subject to the following limitation: my Agent shall have no power to designate my Agent directly or indirectly as a beneficiary or contingent beneficiary to receive a greater share or proportion of any such benefits than my Agent 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; the preceding limitation shall not apply to any designation of my Agent as beneficiary in a fiduciary capacity, with no beneficial interest.

(10) Claims and Litigation. To take any actions with respect to any claim that I may have or that has been asserted against me and with respect to any legal proceeding in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to institute, prosecute, and defend legal proceedings and claims on my behalf; file actions to determine adverse claims, seek preliminary, provisional, or intermediate relief on my behalf; apply for the enforcement or satisfaction of judgments that have been rendered in my favor; participate fully in the development of claims and proceedings; submit any dispute in which I have an interest to arbitration; submit and accept settlement offers and participate in settlement negotiations; handle all procedural aspects, such as service of process, filing of appeals, stipulations, verifications, waivers, and all other matters in any way affecting the process of any claim or litigation; and, satisfy judgments that have been rendered against me.

(11) Tax Matters. For any tax year for which the statute of limitations has not run and to the tax year in which this durable power of attorney was executed and any subsequent tax year, to prepare and file any and all documents and take all actions that are necessary or that my Agent believes to be desirable with respect to my local, state, or federal tax liability, including the power to participate in audits; exercise my rights to protest and appeal assessments; pay amounts due to the appropriate taxing authority; execute waivers, consents (including, but not limited to, consents and agreements under Internal Revenue Code §2032A, or any successor section thereto), closing agreements, and similar documents related to my tax liability; participate in all procedural matters connected with my tax liability; and, exercise any elections that may be available to me under applicable state or federal tax laws or regulations.

(12) Personal and Family Maintenance. To conduct my personal affairs and to discharge any and all obligations I may owe to myself and to family members and other third persons who are customarily or legally entitled to my support when this Power is executed, or that are undertaken thereafter, including the power to take steps to ensure that our customary standard of living is maintained; continue existing charge accounts, open new charge accounts, and make payments thereon; provide for transportation; maintain

correspondence; prepare, maintain, and preserve personal records and documents; and, maintain membership in any social, religious, or professional organization and make contributions thereto.

(13) Governmental Benefits. All powers described in this paragraph are exercisable equally with respect to benefits from Social Security, Medicare, Medicaid, or other governmental programs, or civil or military service, existing when this Power is executed or accruing thereafter, whether existing or accruing in the state or elsewhere. My Agent is appointed as my "Representative Payee" for the purpose of receiving Social Security benefits and may collect all benefits to or for my benefit by any governmental agency or body, such as Supplemental Social Security (SSI), Medicaid, Medicare and Social Security Disability Insurance (SSDI). My Agent shall have the full power to represent me and deal in all ways necessary concerning rights or benefits payable to me by any governmental agency and shall have the full power to sign, execute, deliver, process and acknowledge applications, documents, checks and such other instruments in writing, of every kind and nature, as may be necessary or proper to obtain and receive any benefits to which I or any of my dependents may be entitled through any governmental agency and to communicate on my behalf with any governmental agency from whom I am receiving or from whom I may be eligible to receive benefits.

(14) Resignation from Fiduciary Positions. To resign from any fiduciary position to which I have been or may be in the future named, appointed, nominated or elected, including by way of illustration, but not of restriction, the positions of executor, administrator, personal representative, trustee, attorney-in-fact, guardian, director or officer of a corporation, and to take whatever steps are necessary to accomplish such resignation, for example, by rendering an accounting or appearing in court to receive approval for such action, as appropriate.

(15) Gifts. As long as my husband is my Agent, he shall have the authority to continue any payments to a dependent person, the amount and extent of such support in my Agent's sole and absolute discretion; to make gifts, grants, or other transfers without consideration, of cash or other property, including the power to forgive indebtedness and consent to gift splitting under Internal Revenue Code §2513 or successor sections. The gifting powers granted under this paragraph shall be exercised, if at all, in favor of my husband, my issue, any spouse of my issue and any other of my dependents, including my Agent. Any gifts made pursuant to this paragraph shall not be future interests within the meaning of Internal Revenue Code §2503, and the aggregate amount of any gifts made in any one calendar year to any one individual shall not exceed the amount that may be made free of federal gift tax. The limitations in the preceding sentence shall not apply to any gifts which incur no federal gift tax, such as, for example, gifts that qualify for the unlimited federal gift tax marital deduction or charitable deduction.

In addition to the above, if my Agent, in my Agent's sole discretion, has determined that I need nursing home or other long-term medical care and that I will receive proper medical care whether I privately pay for such care or if I am a recipient of Title XIX (Medicaid) or other public benefits, then my Agent shall have the power: (i) to take any

and all steps necessary, in my Agent's judgment, to obtain and maintain my eligibility for any and all public benefits and entitlement programs, including, if necessary, creating and funding a qualified income trust or special needs trust for me or a disabled child, if any; (ii) to transfer with or without consideration my assets to the beneficiaries of the trust agreement hereinabove referenced, including my Agent; and (iii) to enter into a personal services contract for my benefit, including entering into such contract with my Agent, and even if doing so may be considered self-dealing. Such public benefits and entitlement programs shall include, but are not limited to, Social Security, Supplemental Security Income, Medicare, Medicaid and Veterans benefits.

Initials of Principal

(16) Transfer to Trust. To transfer and convey to the Trustee or co-Trustees of the trust agreement hereinabove referenced any or all assets now or at any time or times hereafter standing in my name or representing my interest in assets owned jointly, commonly, or otherwise with any other person or persons, including, without limitation, real estate, ownership rights in insurance policies of all kinds, cash, checks (particularly government and insurance checks), stocks, bonds, securities, and properties of all kinds; and pursuant to such purpose to terminate savings, checking, safekeeping, agency, investment advisory, and custody accounts in my name, alone or with others, at any bank or broker, by directing that all or any part of the balance therein, including all cash, stocks, bonds, and other securities and property, subject to any indebtedness secured thereby, be transferred and delivered to said Trustee or co-Trustees.

(17) Amending Power. As long as my husband is my Agent, he shall have the authority to act in my behalf for all purposes in amending that certain trust agreement hereinabove referenced.

Initials of Principal

(18) Create an Irrevocable Trust. To create an irrevocable trust for my benefit wherein the beneficial interests at my death shall be the same as the dispositive provisions in the trust agreement hereinabove referenced in effect on the date such irrevocable trust is created, to name the Trustees and successor Trustees, and to fund such irrevocable trust with all or any assets of mine or other interests in property which are capable of being held in said irrevocable trust, including those assets which may then be held in the revocable trust agreement hereinabove referenced. This authority includes the power to create and fund an irrevocable trust which may qualify me for Medicaid. My Agent may serve as the Trustee of the trust. My Agent shall have the power to exercise whatever trust powers or elections which I may exercise.

2.B. **General Grant of Powers**. It is my intention by the granting of the foregoing powers to give my Agent the broadest possible powers to represent my interests and my estate in all aspects

of any transactions or dealings involving me or my property. The only powers which my Agent pursuant to this Power shall not exercise with respect to me and my property are as follows:

- (1) To use my assets to satisfy any legal obligations of my Agent, including but not limited to the support of any dependents of my Agent; provided, however, that such dependents shall not include myself or those persons whom I am otherwise legally obligated to support;
- (2) To exercise any powers granted to the trustee pursuant to an irrevocable trust agreement of which my Agent is the Trustor and I am the trustee;
- (3) To exercise any incidents of ownership over any policy or policies of life insurance insuring the life of my Agent and of which I am the owner; and,
- (4) To make health care decisions.

Subject only to the limitations and prohibitions set forth in the preceding paragraph, and excepting those actions that conflict with or are limited by another provision in this Power, I give my Agent the power to act as my alter ego with respect to all matters and affairs that are not included in the other provisions in this Power, to the extent that a principal can act through an agent.

2.C. Incidental Powers. In connection with the exercise of any of the powers described in the preceding paragraphs, I give my Agent full authority, to the extent that a principal can act through an agent, to take all actions that my Agent believes necessary, proper, or convenient, to the extent that I could take such actions myself, including the power to prepare, execute, and file all documents and maintain records; enter into contracts; hire, discharge, and pay reasonable compensation to attorneys, accountants, expert witnesses, or other assistants; execute, acknowledge, seal, and deliver any instrument.

2.D. Inspection and Disclosure of Information Relating to My Physical or Mental Health. My agent has the power and authority to request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 CFR 160-164. I hereby authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose, and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition. This authority given my agent shall supersede any other agreement which I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority given my agent shall be effective immediately, has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

III. AMPLIFYING PROVISIONS

3.A. **Reimbursement for Costs and Expenses.** My Agent shall be entitled to reimbursement from my property for expenditures properly made in the execution of the powers conferred by me in this Power. My Agent shall keep records of any such expenditures and reimbursement.

3.B. **No Compensation.** My Agent shall not be entitled to compensation for the services rendered in the execution of any of the powers conferred by me in this Power.

3.C. **Reliance by Third Parties.** To induce third parties to rely upon the provisions of this Power, I, for myself and on behalf of my heirs, successors, and assigns, hereby waive any privilege that may attach to information requested by my Agent in the exercise of any of the powers described herein. Moreover, on behalf of my heirs, successors, and assigns, I hereby agree to hold harmless any third party who acts in reliance upon this Power for damages or liability incurred as a result of that reliance. My Agent is authorized, at the expense of my estate, to seek interpretation and/or enforcement of any power granted to my Agent under this document from a court of competent jurisdiction. My Agent may seek any appropriate legal remedy including, but not limited to, declaratory judgments, temporary or permanent injunctions, and actual or punitive damages against any person or entity who unreasonably, negligently or willfully fails or refuses to follow my Agent's instructions with respect to a power granted to my Agent under this document.

3.D. **Ratification.** I ratify and confirm all that my Agent does or causes to be done under the authority granted in this Power. All instruments of any sort entered into in any manner by my Agent shall bind me, my estate, my heirs, successors, and assigns.

3.E. **Exculpation.** My Agent shall not be liable to me or any of my successors in interest for any action taken or not taken in good faith, but shall be liable for the breach of a duty committed dishonestly, with improper motive, or with reckless indifference to the purposes of this Power or my best interests.

3.F. **Revocation and Amendment.** I revoke all prior General Powers of Attorney that I may have executed and I retain the right to revoke or amend this document and to substitute other attorneys in fact in place of the Agent herein named. Amendments to this document shall be made in writing by me personally (not by my Agent) and they shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

IV. GENERAL PROVISIONS

4.A. **Nomination of Guardian.** If proceedings are initiated for the appointment of a guardian of my estate, I hereby nominate my Agent as such guardian and who shall serve without bond being required.

4.B. **Photocopies.** Persons dealing with my Agent may rely fully on a photocopy of this Power.

4.C. **Severability.** If any of the provisions of this Power are found to be invalid for any reason, such invalidity shall not affect any of the other provisions of this Power, and all invalid provisions shall be wholly disregarded.

4.D. **Governing Law.** All questions pertaining to validity, interpretation, and administration of this Power shall be determined in accordance with the laws of the State of Washington.

4.E. **Understanding of Document.** I understand that this Power is an important legal document: (1) this document provides my Agent with broad powers to dispose of, sell, convey, and encumber my real and personal property; (2) the powers granted in this Power will exist for an indefinite period of time unless I limit their duration by the terms of this Power or revoke this Power, and they will continue to exist notwithstanding my subsequent disability or incapacity; and (3) I have the right to revoke or terminate this Power at any time.

Executed on _____, 20____, in King County, Washington.

JANE SAMPLE

123 Main Street
Seattle, Washington 98104

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that JANE SAMPLE is the individual who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____, 20____

Notary name printed or typed: _____

Residing at: _____

My appointment expires: _____

WASHINGTON

DURABLE POWER OF ATTORNEY

FOR HEALTH CARE

I understand that my wishes as expressed in my living will may not cover all possible aspects of my care if I become incapacitated. Consequently, there may be a need for someone to accept or refuse medical intervention on my behalf, in consultation with my physician.

Therefore,

I, **JOHN SAMPLE**, of 123 Main Street, Seattle, Washington, as principal, designate and appoint my wife **JANE SAMPLE**, of the same address, as my attorney-in-fact for health care decisions to the same extent that I could make such decisions for myself if I were capable of doing so, as recognized by RCW 11.94.010.

If my wife is unable, unwilling or unavailable to act, or if I revoke her appointment or authority to act, then I designate the following persons to serve as my attorney-in-fact for health care decisions as authorized in this document, such persons to serve in the order listed below:

First Alternate Attorney-in-Fact: My brother **JOSEPH DOE**

Second Alternate Attorney-in-Fact: My sister **SUSAN DOE**

1. This Power of Attorney shall take effect upon my incapacity to make my own health care decisions, as determined by my treating physician and one other physician, and shall continue as long as the incapacity lasts or until I revoke it, whichever happens first.

2. The powers of my attorney-in-fact under this Power of Attorney are limited to making decisions about my health care on my behalf. These powers shall include the power to order the withholding or withdrawal of life-sustaining treatment if my attorney-in-fact believes, in his or her own judgment, that is what I would want if I could make the decision myself. The existence of this Durable Power of Attorney for Health Care shall have no effect upon the validity of any other Power of Attorney for other purposes that I have executed or may execute in the future.

3. In the event that a proceeding is initiated to appoint a guardian of my person under RCW 11.88, I nominate the person designated as my first choice (on page 1) to serve as my guardian. My second choice (on page 1) will serve as my guardian if the first person is unable or unwilling.

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5. I make the following additional instructions regarding my care:

(Add additional sheets if necessary.)

6. I revoke any prior Advance Health Care Directive and any prior Durable Power of Attorney for Health Care. The existence of this Durable Power of Attorney for Health Care shall have no effect upon the validity of any other Power of Attorney for other purposes that I have executed or may execute in the future.

7. Persons dealing with my attorney-in-fact may rely fully on a photocopy of this document as though the photocopy was an original.

By signing this document, I indicate that I understand the purpose and effect of this Durable Power of Attorney for Health Care.

Dated this _____ day of _____, 20__.

JOHN SAMPLE

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that JOHN SAMPLE is the individual who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____, 20__

Notary name printed or typed: _____

Residing at: _____

My appointment expires: _____

This Page has been remove.

- (d) If I am in the condition(s) described above I feel especially strongly about the following forms of treatment:

(initial all those that apply)

- _____ I do not want cardiopulmonary resuscitation (CPR).
_____ I do not want mechanical respiration.
_____ I do not want tube feeding.
_____ I do not want tube hydration.
_____ I do not want antibiotics.
_____ I **do** want maximum pain relief, even if it may hasten my death.

- (e) I understand the full import of this directive and I am emotionally and mentally capable to make the health care decisions contained in this directive.

- (f) I understand that before I sign this directive, I can add to or delete from or otherwise change the wording of this directive and that I may add to or delete from this directive at any time and that any changes shall be consistent with Washington state law or federal constitutional law to be legally valid.

- (g) It is my wish that every part of this directive be fully implemented. If for any reason any part is held invalid it is my wish that the remainder of my directive be implemented.

- (h) I make the following additional instructions regarding my care:

(Add additional sheets if necessary.)

JOHN SAMPLE

Seattle, King, Washington.

JOHN SAMPLE, the declarant, voluntarily signed this Directive to Physicians in my presence. The declarant is personally known to me and I believe him to be capable of making health care decisions. I am not related by blood or marriage to the declarant, nor entitled by law, will or

otherwise to receive part of the declarant's estate. I am not the declarant's attending physician or an employee of that physician or of a health facility in which the declarant is a patient.

[signature – please print name under this line]

[street address]

[city, state]

[signature – please print name under this line]

[street address]

[city, state]

SAMPLE

WASHINGTON

DURABLE POWER OF ATTORNEY

FOR HEALTH CARE

I understand that my wishes as expressed in my living will may not cover all possible aspects of my care if I become incapacitated. Consequently, there may be a need for someone to accept or refuse medical intervention on my behalf, in consultation with my physician.

Therefore,

I, **JANE SAMPLE**, of 123 Main Street, Seattle, Washington, as principal, designate and appoint my husband **JOHN SAMPLE**, of the same address, as my attorney-in-fact for health care decisions to the same extent that I could make such decisions for myself if I were capable of doing so, as recognized by RCW 11.94.010.

If my husband is unable, unwilling or unavailable to act, or if I revoke his appointment or authority to act, then I designate the following persons to serve as my attorney-in-fact for health care decisions as authorized in this document, such persons to serve in the order listed below:

First Alternate Attorney-in-Fact: My brother-in-law **JOSEPH DOE**

Second Alternate Attorney-in-Fact: My sister-in-law **SUSAN DOE**

1. This Power of Attorney shall take effect upon my incapacity to make my own health care decisions, as determined by my treating physician and one other physician, and shall continue as long as the incapacity lasts or until I revoke it, whichever happens first.

2. The powers of my attorney-in-fact under this Power of Attorney are limited to making decisions about my health care on my behalf. These powers shall include the power to order the withholding or withdrawal of life-sustaining treatment if my attorney-in-fact believes, in his or her own judgment, that is what I would want if I could make the decision myself. The existence of this Durable Power of Attorney for Health Care shall have no effect upon the validity of any other Power of Attorney for other purposes that I have executed or may execute in the future.

3. In the event that a proceeding is initiated to appoint a guardian of my person under RCW 11.88, I nominate the person designated as my first choice (on page 1) to serve as my guardian. My second choice (on page 1) will serve as my guardian if the first person is unable or unwilling.

This Page has been remove.

5. I make the following additional instructions regarding my care:

(Add additional sheets if necessary.)

6. I revoke any prior Advance Health Care Directive and any prior Durable Power of Attorney for Health Care. The existence of this Durable Power of Attorney for Health Care shall have no effect upon the validity of any other Power of Attorney for other purposes that I have executed or may execute in the future.

7. Persons dealing with my attorney-in-fact may rely fully on a photocopy of this document as though the photocopy was an original.

By signing this document, I indicate that I understand the purpose and effect of this Durable Power of Attorney for Health Care.

Dated this _____ day of _____, 20____.

JANE SAMPLE

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that JANE SAMPLE is the individual who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____, 20____

Notary name printed or typed: _____

Residing at: _____

My appointment expires: _____

This Page has been remove.

- (d) If I am in the condition(s) described above I feel especially strongly about the following forms of treatment:

(initial all those that apply)

- _____ I do not want cardiopulmonary resuscitation (CPR).
_____ I do not want mechanical respiration.
_____ I do not want tube feeding.
_____ I do not want tube hydration.
_____ I do not want antibiotics.
_____ I **do** want maximum pain relief, even if it may hasten my death.

- (e) I understand the full import of this directive and I am emotionally and mentally capable to make the health care decisions contained in this directive.

- (f) I understand that before I sign this directive, I can add to or delete from or otherwise change the wording of this directive and that I may add to or delete from this directive at any time and that any changes shall be consistent with Washington state law or federal constitutional law to be legally valid.

- (g) It is my wish that every part of this directive be fully implemented. If for any reason any part is held invalid it is my wish that the remainder of my directive be implemented.

- (h) I make the following additional instructions regarding my care:

(Add additional sheets if necessary.)

- (i) If I have been diagnosed as pregnant and that diagnosis is known to my physician, this directive shall have no force or effect during the course of my pregnancy.

JANE SAMPLE

Seattle, King, Washington.

JANE SAMPLE, the declarant, voluntarily signed this Directive to Physicians in my presence. The declarant is personally known to me and I believe her to be capable of making health care decisions. I am not related by blood or marriage to the declarant, nor entitled by law, will or

otherwise to receive part of the declarant's estate. I am not the declarant's attending physician or an employee of that physician or of a health facility in which the declarant is a patient.

[signature – please print name under this line]

[street address]

[city, state]

[signature – please print name under this line]

[street address]

[city, state]

SAMPLE

**AUTHORIZATION AND WAIVER FOR THE
INSPECTION AND DISCLOSURE OF INFORMATION
RELATING TO MY PHYSICAL OR MENTAL HEALTH**

A. The persons named below in Paragraphs B and C, individually and severally, shall have the power and authority to do all of the following:

(1) Request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 CFR 160-164. I hereby authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose, and release to the persons named herein, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition.

This authority shall supersede any other agreement which I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority shall be effective immediately, has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider;

- (2) Execute on my behalf any releases or other documents that may be required in order to obtain this information;
- (3) Consent to the disclosure of this information;

B. The specifically named persons who shall have the powers hereinabove described in Paragraph A are:

My wife JANE SAMPLE
123 Main Street, Seattle, WA
(206) 555-1212

This Page has been remove.

AUTHORIZATION AND WAIVER FOR THE INSPECTION AND DISCLOSURE OF INFORMATION RELATING TO MY PHYSICAL OR MENTAL HEALTH.

A. The persons named below in Paragraphs B and C, individually and severally, shall have the power and authority to do all of the following:

(1) Request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 CFR 160-164. I hereby authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose, and release to the persons named herein, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition.

This authority shall supersede any other agreement which I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority shall be effective immediately, has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider;

(2) Execute on my behalf any releases or other documents that may be required in order to obtain this information;

(3) Consent to the disclosure of this information;

B. The specifically named persons who shall have the powers hereinabove described in Paragraph A are:

My husband JOHN SAMPLE
123 Main Street, Seattle, WA
(206) 555-1212

My brother-in-law JOSEPH DOE

My sister-in-law SUSAN DOE

This Page has been remove.

FINAL DISPOSITION

AUTHORIZATION AND INSTRUCTIONS

I, JANE SAMPLE, of 123 Main Street, Seattle, Washington, being of sound mind, willfully and voluntarily make known by this document my desire that, upon my death, the final disposition of my remains be under the control of my representative, and, with respect to that final disposition only, I hereby appoint the representative and the successor representatives named in this document. All decisions made by my representative with respect to the final disposition of my remains shall be binding and, for the guidance of my representative, I am making my wishes known as follows:

1. I wish to be cremated buried.

2. I would like my ashes:

I would like my remains interred:

3. I have made "pre-need" arrangements at:

4. My representative shall be:

JOHN SAMPLE
123 Main Street, Seattle, Washington
(206) 555-1212

5. If my representative dies, becomes incapacitated, resigns, refuses to act, ceases to be qualified, or cannot be located within the time necessary to control the final disposition of my remains, I hereby appoint the following individuals, each to act alone and successively, in the order specified, to serve as my successor representative:

JOSEPH DOE

SUSAN DOE

This Page has been remove.

This authorization becomes effective upon my death. I hereby revoke any prior final disposition authorizations and/or instructions that I may have signed before the date that this document is signed. I hereby agree that any funeral director, crematory authority, or cemetery authority that receives a copy of this document may act under it. Any modification or revocation of this document is not effective as to a funeral director, crematory authority, or cemetery authority until the funeral director, crematory authority, or cemetery authority receives actual notice of the modification or revocation. No funeral director, crematory authority, or cemetery authority may be liable because of reliance on a copy of this document.

Dated: _____

JANE SAMPLE

I attest that JANE SAMPLE, the person who signed this document, did so or acknowledged signing this document in my presence and that she appears to be of sound mind and not subject to duress, fraud, or undue influence. I further attest that I am not the representative or the successor representative appointed under this document, that I am at least eighteen (18) years of age, and that I am not related to the person who signed this document by blood, marriage, or adoption.

[signature – please print name under this line]

[street address]

[date]

[city, state]

[signature – please print name under this line]

[street address]

[date]

[city, state]

This authorization becomes effective upon my death. I hereby revoke any prior final disposition authorizations and/or instructions that I may have signed before the date that this document is signed. I hereby agree that any funeral director, crematory authority, or cemetery authority that receives a copy of this document may act under it. Any modification or revocation of this document is not effective as to a funeral director, crematory authority, or cemetery authority until the funeral director, crematory authority, or cemetery authority receives actual notice of the modification or revocation. No funeral director, crematory authority, or cemetery authority may be liable because of reliance on a copy of this document.

Dated: _____

JANE SAMPLE

I attest that JANE SAMPLE, the person who signed this document, did so or acknowledged signing this document in my presence and that she appears to be of sound mind and not subject to duress, fraud, or undue influence. I further attest that I am not the representative or the successor representative appointed under this document, that I am at least eighteen (18) years of age, and that I am not related to the person who signed this document by blood, marriage, or adoption.

[signature – please print name under this line]

[street address]

[date]

[city, state]

[signature – please print name under this line]

[street address]

[date]

[city, state]

SUMMARY OF ESTATE PLANNING PROVISIONS

FOR

JOHN SAMPLE

AND

JANE SAMPLE

SUMMARY OF ESTATE PLANNING PROVISIONS

LIVING TRUST:

Your revocable living trust is an agreement between the “Trustor” and the “Trustee” to hold the trust assets for the benefit of the beneficiary of the trust. The Trustor is the person setting up the trust and the Trustee is the person who manages the trust. In order to form the trust, the Trustor transfers property to the Trustee to hold in the name of the trust. Since this is your trust, you are both the Trustors and you are both the initial co-Trustees of the trust. Please remember that the trust must be written with the possibility that you might not always be the Trustee (e.g., in the event of your incapacity). The trust further provides that, for your joint lifetimes and the lifetime of the survivor, you are also the beneficiaries of the trust. These points are covered in the Recitals and in Article I of the trust.

Paragraph 2.A. designates the name of the trust. This is the name you will use to re-title your assets to the trust.

Paragraph 2.B. sets forth your family situation.

Paragraph 2.C. designates who shall act as your successor Trustee in the event you are no longer able to act; either due to your death or your incapacity. While both of you are acting as co-Trustees, the trust provides that only one signature of either of you is needed to conduct business on behalf of the trust.

Paragraph 2.D. enables you (or anyone else) to add property to the trust, either during your lifetimes or at death.

Paragraph 2.E. defines the terms used through the trust.

Paragraph 2.F. establishes the laws of Washington as the operative laws controlling this trust.

Paragraph 2.G. is often referred to as a “Spendthrift Clause” because it prevents a future beneficiary from alienating (“selling”) his or her interest in the trust (usually for pennies on the dollar); it also keeps a creditor or ex-spouse of a beneficiary from being able to reach the beneficiary's interest while it is held in the trust.

Paragraph 2.H. is the Maximum Duration of Trusts provision (it is also known as the “Rule Against Perpetuities”) and most all states require it to be included in a trust. Basically, the rule states that, regardless of circumstances, a trust (or an interest in the trust) must end at some point in the future; it does not mean that the trust must continue for that period. Since these laws can change, your trust merely states that the trust will end, assuming it was still on-going, at the end of the maximum period under Washington law at that time. Please note that it is extremely unlikely that this provision will ever be needed, but it must be included.

Paragraph 2.I. is the “No Contest” provision in the trust. It states that, to the extent permitted under Washington law, if anyone challenges the validity of the trust or your

intent as expressed in the trust, that person and his or her descendants will receive nothing from the trust.

Paragraph 2.J. sets the requirement that a beneficiary must survive the survivor of you by at least thirty days to receive his or her distribution. This can avoid an unnecessary probate of the beneficiary's share of the trust. This paragraph also accounts for the possibility of a simultaneous death of the two of you.

Paragraph 2.K. creates some general rules (which will not override any specific distribution provisions) of what will happen to any trust distribution going to a beneficiary who is under the age of twenty-one or who is incapacitated at the time of the distribution. Again, if you have made specific provisions (for example, holding a trust share until age twenty-five), those specific provisions will take precedence over the general provisions in this paragraph. One of the important provisions of this paragraph is the discretionary right it gives to the Trustee to hold any distribution for a beneficiary deemed by the Trustee to be incompetent or suffering from substance abuse, or because the beneficiary's financial circumstances are such that failure to delay the distribution would actually reduce the trust benefits to the beneficiary (e.g., a beneficiary who is receiving state assistance of some kind).

Paragraph 2.L. establishes the procedures to resolve any conflicts between beneficiaries or between a beneficiary and the Trustee.

Paragraph 2.M. provides that the Trustee can distribute an interest in the trust if the cost of administering that interest makes it uneconomical to continue the trust administration on that share.

Article III has detailed provisions concerning the Trustee.

Paragraph 3.A. reiterates your authority to designate anyone you wish as a co-Trustee or as a successor Trustee.

Paragraph 3.B. gives the beneficiaries the authority to appoint a new Trustee if, for any reason, no Trustee is acting and there is no successor Trustee designated or able to act; otherwise, the court would appoint the new Trustee.

Paragraph 3.C. gives any Trustee the right to resign and, if there is not a designated successor Trustee, to have a successor Trustee appointed by the court.

Paragraph 3.D. creates a "saving provision" to make sure that no Trustee of the trust is not a "United States Person" and that the trust always qualifies as a "United States Persons"; although an unlikely situation, failure to meet either of these requirements could result in very severe tax penalties so it is important to have the necessary language included.

Paragraph 3.E. releases a successor Trustee from any liability for the actions of a predecessor (although the predecessor Trustee would still be liable). Without this protection, no successor Trustee would ever be willing to act.

Paragraph 3.F. eliminates the requirement that a Trustee post a bond prior to acting. A bond is very difficult to obtain when there is no court supervision and is very expensive (it is paid out of the trust assets); it can also be a "Catch-22" situation because the successor

Trustee cannot gain access to the trust assets to pay for the bond until he or she becomes the Trustee but cannot become the Trustee until the bond has been posted. The best advice is to designate successor Trustees you can trust.

Paragraph 3.G. sets the compensation of a successor Trustee. If a successor Trustee is a corporation (i.e., a bank) the compensation is the Trustee's published fee schedule; however, when a successor Trustee is an individual such compensation shall be the average of what banks in your county would charge for a similar trust. A Trustee is also entitled to be reimbursed for all necessary expenses incurred in the discharge of the Trustee's duties. The last sentence in the paragraph gives the Trustee the right to determine how the fees should be allocated.

Paragraph 3.H. discusses the reporting requirements of the Trustee. In general, a Trustee must report ("account") to the beneficiaries of a trust at least annually. Obviously, while you are the Trustee (and the beneficiary) it is not necessary for you to account to yourself; further, a beneficiary can waive ("give-up") the requirement. An accounting becomes final when it is given pursuant to this paragraph and it is not objected to within one hundred and eighty days.

Paragraph 3.I. outlines the manner of payment of trust assets to the beneficiaries. This paragraph releases the Trustee from liability for any payment made in conformance to the paragraph.

Paragraph 3.J. means that a Trustee can hold separate trust interests in a common account but must maintain a separate accounting for each interest.

Paragraph 3.K. defines certain actions a Trustee can take; for example, a Trustee can, just as you can, give another person a "power of attorney".

Paragraph 3.L. gives your successor Trustee the right to obtain your health care information which would otherwise not be accessible under the privacy provisions of the federal Health Insurance Portability and Accountability Act ("HIPAA"). A similar provision is also in your General Powers of Attorney and your Health Care powers.

Paragraph 3.M. authorizes the Trustee to collect any life insurance which is payable to the trust (i.e., the trust is the beneficiary of the policy).

Paragraph 3.N. makes sure that the trust can receive the same "stretch-out" on the pay-outs from any IRA or other tax deferred accounts which are paid to the trust (as the beneficiary) as if the account had been paid directly to an individual (this language has to be fairly technical to meet the IRS requirements).

Paragraph 3.O. provides that a discretionary power given to the Trustee to invade or utilize the principal of a trust for "health, care, education, support or maintenance" of a beneficiary shall not be a General Power of Appointment (as defined in §§2041 and 2514 of the Internal Revenue Code) which could have adverse tax consequences.

Paragraph 3.P. permits a Trustee to release or to restrict the scope of any trustee power if necessary for an appropriate reason (such as avoiding an adverse tax consequence).

Article IV grants the powers of the Trustee. In general, the Trustee will have the same level of control over the trust assets that you enjoyed prior to transferring the assets into the trust.

Article V sets out your retained rights as the creators of your trust.

Paragraphs 5.A. and 5.B. provide for your right to revoke or change the trust at any time during your joint lifetimes. How these powers are treated is based in part on the ownership of the underlying assets.

Paragraph 5.C. discusses the unlimited right of the survivor of you to revoke or change the trust.

Paragraph 5.D. prevents the exercise of these powers by anyone other than you.

There are also provisions concerning your right to use your personal property (Paragraph 5.E.) and your principal residence (Paragraph 5.F.) without accountability to the Trustee (if you are not acting as the Trustee at any point during your lifetime); in addition, Paragraph 5.E. ensures that you are entitled to any “homestead” exemption even though your residence is titled in the trust.

Article VI is the part of the trust that controls how the assets of the trust are to be distributed; both during your lifetime and then after your death. It is the distribution after death when the trust acts like a Will, except the assets can be distributed without court supervision (i.e., no probate).

Paragraph 6.A. restates the Trustee's responsibility.

Paragraph 6.B. states your unlimited right to the income and principal during your joint lifetimes.

Paragraph 6.C. instructs the Trustee on how to distribute or accumulate the trust income and principal in the event of incapacity; it also states your desire to stay in your principal residence as long as possible and/or to return to your residence from a care facility as soon as it is medically reasonable.

Paragraph 6.D. provides that the entire trust continues in trust for the benefit of the survivor with the full power to revoke the entire trust. The survivor receives all of the income from the trust and the Trustee has the obligation to use all of the principal of the trust, if necessary, to provide for the survivor.

Paragraph 6.E. gives the Trustee the right to delay distribution of the trust for up to six months after your death. This time frame is tied to the federal estate tax “alternative valuation date” (the right to revalue the estate for tax purposes six months after the date of death), but more importantly it gives the Trustee some time to make sure all of the assets have been located and all of the debts and bills have been paid before being pressured by the beneficiaries to make distributions. This does not mean the Trustee cannot be making some or all of the distributions in the meantime.

Paragraph 6.F. authorizes the Trustee to pay from the trust all of your debts, funeral expenses, the costs of administration and any taxes. Because legally the Personal Representative of an estate has this responsibility, this paragraph coordinates the payment

with the Personal Representative if one is appointed or gives this authority to the Trustee if one is not appointed (as is typically the case). The provisions for the payment of any death taxes is fairly technical; the important point here is that the taxes (if any) are paid from the balance of the trust before final distribution.

Paragraph 6.G. is the place in the trust where you direct how your trust (including any assets added to the trust after your death, such as life insurance or assets passing through the “Pour-Over Will”) shall be distributed at your death. The first subparagraph lets you control the distribution of any tangible personal property (i.e., “things”) through a separate list of instructions (this form is included with your trust papers). Please review the remainder of this paragraph carefully.

DECLARATION OF TRUST:

Under certain very limited circumstances, this Declaration could possibly be helpful after your death if you neglected to transfer a valuable asset to your Trust; it merely confirms that you intended to include all of your assets within your Trust. This Declaration is not a substitute for the requirement that you must transfer (“title”) your assets into the name of your Trust in order to avoid a potential probate of those non-Trust assets.

CERTIFICATION OF TRUST:

The Certification sets forth the existence of your Trust and your unlimited right as Trustees to deal with any account or asset held in the Trust. The Certification acts as a short version of the Trust Agreement and gives any third party all the information required from the Trust without getting into the dispositive provisions, which are (and should remain) confidential.

ASSIGNMENT OF PERSONAL PROPERTY:

This Assignment acts as the method of transferring all of your tangible personal property assets (generally such assets do not have a title or an ownership document) to your Trust (thereby avoiding the necessity or possibility of having to probate these assets); this Assignment also transfers your digital assets and/or rights (including any “social media”, on-line accounts and/or email accounts) to the Trust.

INSTRUCTIONS FOR THE DISTRIBUTION OF OUR PERSONAL PROPERTY:

This is an optional form and can be completed at any time (you should make copies of it for future use). This is where you can designate specific items of your tangible personal property (i.e., “things”) to go to certain people at your death. For example, “We give the diamond engagement ring to our daughter MARY”; “We give the stamp collection to our grandson MICHAEL SMITH”; etc. You should NOT, however, use this form to designate cash gifts or specific trust assets. You can add to or change this form as often as you wish without having to amend your trust or execute a codicil to your Will; if you do add or delete a distribution, you should date and initial the addition or deletion (or complete a new form and destroy the old one).

WILLS:

Your Wills are commonly referred to as a “pour-over” will. Under the terms of the Will, any assets held by you which have not previously been transferred into your Trust will be added

to the Trust at the time of your death (but may be subject to a probate administration in order to do so). The purpose of this is to make sure all of your assets (whether in the Trust or not) are distributed according to the dispositive plan set forth in the Trust. The Wills also designate the Guardian of any minor child).

DURABLE POWER OF ATTORNEY FOR MANAGEMENT OF PROPERTY AND PERSONAL AFFAIRS:

This is your “general power of attorney” which is primarily intended to give your named agent (initially the other of you is the primary agent) the power to deal with any non-trust assets in the event of your incapacity. Please be aware that this document does give your agent broad powers to dispose of, sell, convey and encumber your real and personal property; if you have any concern about granting such broad powers, please contact me at once.

HEALTH CARE POWERS:

The Health Care Powers give your named Health Care Representative (initially the other of you is the primary Health Care Representative) the power to make medical decisions, sign consents and/or releases with hospitals and/or doctors. It also includes your “living will” for end-of-life decisions.

FINAL DISPOSITION INSTRUCTIONS:

These Instructions give you the opportunity to specify how you wish to have your remains be dealt with (i.e., cremation or burial); to provide details of any prior arrangements and to designate the persons to carry-out your wishes.

SUMMARY OF FIDUCIARIES AND OTHER DESIGNATED PERSONS

TRUSTEES:

JOHN and JANE, as the initial co-Trustees
JOSEPH DOE
SUSAN DOE

PERSONAL REPRESENTATIVES OF JOHN'S WILL:

The Personal Representatives are the same as the Trustees.

PERSONAL REPRESENTATIVES OF JANE'S WILL:

The Personal Representatives are the same as the Trustees.

AGENTS UNDER JOHN'S GENERAL POWER OF ATTORNEY:

JANE
JOSEPH DOE
SUSAN DOE

AGENTS UNDER JANE'S GENERAL POWER OF ATTORNEY:

JOHN
JOSEPH DOE
SUSAN DOE

JOHN'S HEALTH CARE REPRESENTATIVES FOR HIS HEALTH CARE POWER:

JANE
JOSEPH DOE
SUSAN DOE

JANE'S HEALTH CARE REPRESENTATIVES FOR HER HEALTH CARE POWER:

JOHN
JOSEPH DOE
SUSAN DOE

JOHN'S FINAL DISPOSITION INSTRUCTIONS:

JANE
JOSEPH DOE
SUSAN DOE

JANE'S FINAL DISPOSITION INSTRUCTIONS:

JOHN
JOSEPH DOE
SUSAN DOE

JOHN'S HIPAA WAIVER:

JANE
JOSEPH DOE
SUSAN DOE

JANE'S HIPAA WAIVER:

JOHN
JOSEPH DOE
SUSAN DOE

SUMMARY OF CLIENT INFORMATION

JOHN SAMPLE and JANE SAMPLE

123 Main Street

Seattle, Washington 98104

County: King

Telephone: (206) 555-1212

Email: thesamples@comcast.net

FAMILY:

There are two children of this marriage:

DONALD SAMPLE

DONNA SAMPLE

TRUST DETAILS:

Trust Name: THE SAMPLE REVOCABLE LIVING TRUST

Trust Date: _____

"Type of Trust" for the survivor: Probate Avoidance.

Trustees:

JOHN and JANE are the initial co-Trustees

Successor Trustees:

JOSEPH DOE

SUSAN DOE

WILL DETAILS:

PERSONAL REPRESENTATIVES OF JOHN'S WILL:

The Personal Representatives are the same as the Trustees.

PERSONAL REPRESENTATIVES OF JANE'S WILL:

The Personal Representatives are the same as the Trustees.

OTHER FIDUCIARY DETAILS:

JOHN'S GENERAL POWER OF ATTORNEY:

Immediately Effective

John's Agents:

JANE

JOSEPH DOE

SUSAN DOE

JANE'S GENERAL POWER OF ATTORNEY:

Immediately Effective

Jane's Agents:

JOHN

JOSEPH DOE

SUSAN DOE

HEALTH CARE POWER FOR JOHN:

John's Health Care Representatives:

JANE

JOSEPH DOE

SUSAN DOE

HEALTH CARE POWER FOR JANE:

Jane's Health Care Representatives:

JOHN

JOSEPH DOE

SUSAN DOE

JOHN'S FINAL DISPOSITION INSTRUCTIONS:

John has form to complete.

John's Agents:

JANE

JOSEPH DOE

SUSAN DOE

JANE'S FINAL DISPOSITION INSTRUCTIONS:

Jane has form to complete.

Jane's Agents:

JOHN

JOSEPH DOE

SUSAN DOE

JOHN'S HIPAA WAIVER:

JANE

JOSEPH DOE

SUSAN DOE

JANE'S HIPAA WAIVER:

JOHN

JOSEPH DOE

SUSAN DOE

DISTRIBUTION OPTIONS AT THE SURVIVOR'S DEATH:

Specific Distributions:

No specific gifts.

Residual Distribution:

Distribution is to the clients' issue "per stirpes".