

PRENUPTIAL AGREEMENT OF
JANE DOE AND JOHN DOE

THIS PRENUPTIAL AGREEMENT is executed as of 04/30/2020, between JANE DOE (BORN 10/10/1989) (“JANE”) and JOHN DOE (BORN 05/06/1987) (“JOHN”), (the “Parties”), residents of King County, Washington.

THIS AGREEMENT REGARDING CREATING SEPARATE PROPERTY DURING MARRIAGE IS ONLY ENFORCEABLE TO THE EXTENT THAT IT IS FAIR AND EQUITABLE. A COURT CAN VOID THE AGREEMENT IN WHOLE OR IN PART.

A PDF OR HARD COPY SHALL HAVE THE SAME VALIDITY AND EFFECT AS THE ORIGINAL FOR ALL PURPOSES.

LACK OF A KNOWING AND VOLUNTARY AGREEMENT IS PRESUMED FOR PRENUPTIAL AGREEMENTS SIGNED WITHIN 180 DAYS OF MARRIAGE. A POSTNUPTIAL AGREEMENT ONE YEAR AFTER MARRIAGE IS RECOMMENDED TO CURE THIS ISSUE.

DOCUMENTS NEED TO BE EXECUTED AND/OR RECORDED AFTER MARRIAGE TO GIVE FULL EFFECT TO THIS AGREEMENT. THESE INCLUDE QUITCLAIM DEEDS TO SEPARATE PROPERTY TRUSTS AND WAIVERS OF RETIREMENT OR LIFE INSURANCE BENEFICIARY STATUS FOR A SURVIVING SPOUSE.

RECITALS

- A. JANE and JOHN plan to marry soon. JANE has no children. JOHN has no children.
- B. JANE & JOHN are currently employed.
- C. JANE and JOHN each wish by this Agreement to memorialize the nature and character of all Separate Property each now owns or hereafter may acquire, and to provide for the continued ownership of Separate Property in the event the Parties’ marriage terminates for any reason.
- D. JANE and JOHN each understand and intend that this Agreement shall have a binding effect upon their legal rights during marriage and in the event of death or if the Parties’ marriage terminates for any reason.
- E. JANE and JOHN are aware that marriage creates a confidential relationship between spouses that imposes upon them the duties of fiduciaries in transactions between them, and requires good faith and disclosure of all circumstances materially bearing on contemplated agreements between them, including this Agreement.

NOW, THEREFORE, in consideration of their mutual promises and the release by each of valuable rights and future claims, JANE and JOHN agree as follows:

DEFINITIONS

The following terms are used throughout this Agreement and are defined as follows:

“Earnings” as used in this Agreement, shall mean salary, bonuses, commissions, wages, appreciation in the value of sole proprietorships or closely held businesses or other compensation derived from a party’s employment as well as any contributions to qualified retirement plans.

“Liability” shall mean all debts and obligations of whatever kind, character or nature, whether arising from oral or written contract, tort, by operation of law, in equity or otherwise.

“Property” as used in this Agreement, shall mean an interest, present or future, legal or equitable, vested or contingent, tangible or intangible, in personal property, real property, and every other asset or interest of any nature, and all increments thereto and income therefrom, including but not limited to all rents, royalties, profits, proceeds, interest, dividends, accretions, appreciation and issue.

DISCLOSURE AND REPRESENTATION BY COUNSEL

Disclosure of Earnings, Property and Liability. JANE and JOHN have disclosed to each other their income tax return. JANE and JOHN have each prepared, signed and dated schedules of their respective Separate Property and Separate Liability which are attached and incorporated by reference herein. JANE and JOHN each represent to the other that these Schedules contain a good faith and reasonably accurate and complete description of the amount and value of his or her respective Property and Liability as of the dates indicated therein. JANE and JOHN have offered each other full access to his or her books and records, have had all inquiries concerning the other party’s financial condition answered in full, and are satisfied as to the amount, Character and value of the other’s Property. These same schedules are attached to their respective separate property trusts executed contemporaneously with this document.

Representation by Independent Counsel. JANE and JOHN acknowledge that they each have the right to be represented by independent counsel and that Christopher S. Mulvaney of MULVANEY LAW OFFICES, PLLC does not represent either JANE or JOHN. Spouses have certain community property and other rights under Washington law in the absence of a marital agreement as a result of the marriage, during marriage, upon dissolution, legal separation or annulment or the marriage, and upon death of a spouse. This Agreement operates to waive or alter all or some of these rights. CONDUCT DURING THE MARRIAGE CONSISTENT WITH THE AGREEMENT IS PARAMOUNT. INCONSISTENT CONDUCT CAN VOID THE AGREEMENT. FAILURE TO FOLLOW A FAIR AGREEMENT CAN RENDER THE AGREEMENT MOOT.

Voluntary Agreement. In light of the disclosures made and discussions with counsel, JANE and JOHN each acknowledge that in entering into this Agreement the Parties:

have done so freely and voluntarily and without fraud, deceit, duress, coercion, or undue influence exercised by either party upon the other, or by other persons upon either;

have not been induced to execute this Agreement by reason or any representation or promise by or on behalf of the other party which is not contained in this Agreement;

have become fully informed of the Earnings, Property, Liability, income and general financial condition of the other party and agrees that further disclosure, investigation or appraisal of the Earnings, Property or Liability of the other party is not needed or desired;

have read, understood and consented to each provision of this Agreement;
believe this Agreement to be fair, just and reasonable; and

will not claim that this Agreement should be rescinded, modified or invalidated based upon a representation or promise which may be claimed to exist but is not contained in this Agreement or based upon or resulting from any good faith inaccuracy of the fair market value of the other party's Property, Liability, Earnings, or income.

WAIVER OF CLAIMS RELATING TO PREMARITAL PERIOD

Except as otherwise provided herein, JANE and JOHN expressly waive any claim which each might otherwise have to any of the other party's Separate Property arising out of the period preceding the Parties' marriage whether such claim be based on express or implied partnership, joint venture, constructive or resulting trust, co-tenancy, express or implied contract, lien, quantum meruit, unjust enrichment, meretricious relationship, contribution of services, funds, or property, or otherwise.

PROPERTY RIGHTS DURING MARRIAGE

JANE DOE's Separate Property and Separate Liabilities. All of the Property listed in the attached INVENTORY OF ASSETS AND DEBTS OF THE JANE DOE SEPARATE PROPERTY TRUST (DATED 04/20/2020), and any Property hereafter received by JANE by gift, inheritance, devise or bequest, together with all income and gain therefrom and all increments thereto, including but not limited to all rents, royalties, profits, proceeds, interest, dividends, accretions, and appreciation, regardless of the source, will be and remain the Separate Property of JANE DOE throughout the marriage to JOHN DOE. JOHN DOE forever waives the right of all claims to the Separate Property and Separate Liabilities of JANE DOE.

JOHN DOE's Separate Property and Separate Liabilities. All of the Property listed in the attached INVENTORY OF ASSETS AND DEBTS OF THE JOHN DOE SEPARATE PROPERTY TRUST (DATED 04/20/2020), and any Property hereafter received by JOHN by gift, inheritance, devise or bequest, together with all income and gain therefrom and all increments thereto, including but not limited to all rents, royalties, profits, proceeds, interest, dividends, accretions, and appreciation, regardless of the source, will be and remain the Separate Property of JOHN DOE throughout the marriage to JANE DOE. JANE DOE forever waives the right of all claims to the Separate Property and Separate Liabilities of JOHN DOE.

Certain Personal Property. Any item of Property of a personal nature, such as jewelry or clothing, shall be the Separate Property of the party for whom such item was purchased, regardless of the source of funds used to purchase the Property. the Parties agree to make a list of their respective separate property of a personal nature. Any item of tangible personal property registered in the name of one party such as an automobile, shall be the Separate Property of the party in whose name the asset is registered, regardless of the source of funds used to purchase the Property.

Deferred Compensation. As disclosed in the attached Schedules, JANE and JOHN each have beneficial rights in various pension and profit sharing plans, 401(k) plans and IRAs which are and shall remain their respective Separate Property. JANE and JOHN further agree that future contributions from future earnings to any pension and profit sharing plans, 401(k) plans and IRAs during their marriage shall constitute the separate property of the person contributing the funds.

Each of them thereby specifically waives any interest the Parties may have in any separate property share of such a plan established by the other party or in which the other party is the plan participant. It is the intent of the Parties to waive any survivor benefit allowance after their marriage as to the separate property share of such a plan. For each such plan, the party who is the participant shall be entitled to designate a beneficiary or beneficiaries of such party's choice as to the separate property share, whether or not such beneficiary is the other party, free of any claim of the other party, and the other party shall grant his or her full cooperation to and will sign all such documents, instruments, consents, releases or waivers as shall be necessary to effectuate the foregoing.

COMMUNITY PROPERTY AND LIABILITY

Earnings. All after-tax earnings and net income of the Parties during the marriage shall be Separate Property. The Separate Property may be used for any legal purpose.

If one of the parties is not working, the Parties acknowledge that the Party who is working has a duty to support the non-working partner.

Contribution to Community Expenses. JANE and JOHN agree that they shall create a community bank account in order to create community property and to pay community expenses. All contributions from JANE, from JANE's separate property, into that account are intended to be, and shall become, community property, unless a written agreement is made to contrary. All contributions by JOHN, from JOHN's separate property, into that account are intended to be, and shall become community property. All assets purchased from this account shall be deemed and shall become community property, unless a written agreement is made to contrary.

Contributions of Labor. All contributions of community labor to either party's Separate Property shall be deemed a gift by the marital community to the party who owns the Separate Property. Neither party performing the labor nor the community shall have or claim any right, title or lien in such Separate Property.

Waiver of Rights in Other Party's Separate Property. Except as set forth in writing, each party's Separate Property shall remain subject entirely to that Party's individual control and management, to hold, sell, convey, transfer, lease, encumber or otherwise dispose of as the Parties sees fit. Except as provided herein, neither party will acquire by virtue of their marriage, any right, title, claim or interest, either legal or equitable, in the other party's Separate Property or any right to use or control the other party's Separate Property.

No Inference of Community Property. Except as herein provided, the Parties will endeavor to keep their Separate Property segregated during their marriage and to maintain appropriate records and accounts to distinguish Separate Property from Community Property. Either party shall name a third party or multiple third parties as attorney-in-fact under a special, general or durable power of attorney as trustee of a trust or may grant a representative power to act in a fiduciary capacity over Separate Property assets without changing the character of such assets to Community.

Joint Tenancy With Right of Survivorship. In the event the Parties shall hereafter acquire any property, real, personal, or mixed, and take title thereto in the names of both parties, then in such an event they agree that such property shall be their community property, unless the Parties otherwise agree in writing. The Parties agree to title real property as Joint Tenants with Right of Survivorship.

Joint Tax Returns and Character of Property. JANE and JOHN may file separate or joint tax returns. JANE and JOHN agree that the filing of any joint income tax return, real or personal property tax return, the making of any tax election, or filing of other documents required by federal, state or local governments shall not be evidence of an alteration or modification of the separate nature of any Separate Property.

Payment of Tax. Any and all taxes, interest or penalties attributable to the respective Separate Property of either party, or the income, profits or gain derived therefrom, shall be borne by and charged against the Separate Property of such party. Any and all taxes, interest or penalties attributable to the Community Property shall be borne and charged against the Community Property.

PROPERTY RIGHTS IF MARRIAGE TERMINATES BY DISSOLUTION

Separate Property and Separate Liability. As a general principle, JANE and JOHN shall be allocated their separate property, and be required to be responsible for their separate liabilities. Neither party shall have the right to create community debt.

Upon divorce, if an agreement cannot be made with shared assets, the shared assets are to be liquidated and split in a proportion equal to the percentage each individual contributed, within 2 months or as soon as reasonably possible.

Support in the Event of Need. Each party does not waive any claim to support, maintenance or alimony.

Attorney's Fees. Each party will be responsible for and bear his or her own attorney's fees and costs incurred in connect with such dissolution, separation or annulment.

PROPERTY RIGHTS IF MARRIAGE TERMINATES BY DEATH

Provision for Survivor in the Event of Death During the Marriage. It is the intention of the Parties that in the event of the death of one during the marriage that the community estate will be available to provide additional support in order to allow the survivor to maintain the same standard of living enjoyed during the Parties' lifetime. Each spouse shall have the right to create a separate property trust to hold the separate property in the attached exhibits.

MISCELLANEOUS PROVISIONS

No Other Agreements. This Agreement contains the entire understanding of the Parties. The Parties each acknowledge, represent and warrant that no oral commitments have been made or inducements proposed by either to the other to enter into this Agreement and there are no representations, warranties or promises other than those expressly set forth herein.

Revocation or Modification. Except as provided above, this Agreement may be revoked or modified only by a written document signed by both JANE and JOHN.

Separate Provisions. If any provision in this Agreement is judicially determined to be without legal or binding effect, the remaining provisions shall continue to be in full force and effect. If any provision is deemed invalid due to its scope or breadth, it shall be deemed valid to the extent of the scope or breadth permitted by law. Failure of either party to insist on strict performance of any term of this Agreement or any document executed in connect with this Agreement is not considered a waiver of such term and shall not prohibit that party from thereafter enforcing such term.

Binding. This Agreement shall benefit and bind JANE and JOHN and their respective heirs, beneficiaries, personal representatives, and assigns.

Documentation. the Parties agree at the request of the other to execute and deliver whatever additional instruments or documentation may be required in the opinion of counsel for the requesting party to accomplish the intent of this Agreement, so long as approved by counsel for the non-requesting party.

Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Washington. Venue shall be in King County.

Dispute Resolution. In the event of a dispute as to the meaning of this Agreement, or the terms thereof, such dispute shall be resolved by binding arbitration. In the event of a Dissolution of Marriage, the Parties agree that the distribution of property shall be determined by binding arbitration. the Parties agree to appoint a professional mediation company as the arbitrator, which shall be JAMS Endispute (JAMS), Washington Arbitration and Mediation Services, Inc. (WAMS) or Judicial Dispute Resolution (JDR). If the Parties cannot agree on the selection of an arbitrator, the Superior Court having jurisdiction and venue over the Parties shall so appoint from one of these entities.

DATED: 04/30/2020

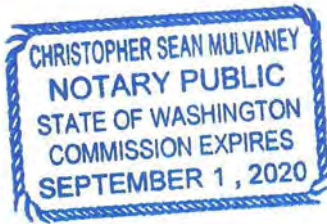
JANE DOE

JOHN DOE

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me JOHN DOE to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that JOHN DOE signed the same as a free and voluntary act and deed, for the uses and purposed therein mentioned.

Given under my hand and official seal 04/30/2020.



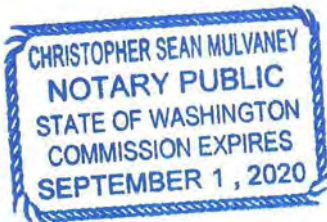
Christopher S. Mulvaney

Christopher S. Mulvaney
NOTARY PUBLIC in and for the State of Washington.
My Commission Expires: 09-01-2020

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me JANE DOE to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that JANE DOE signed the same as a free and voluntary act and deed, for the uses and purposed therein mentioned.

Given under my hand and official seal 04/30/2020.



Christopher S. Mulvaney

Christopher S. Mulvaney
NOTARY PUBLIC in and for the State of Washington.
My Commission Expires: 09-01-2020

SCHEDULE "A" OF THE
JANE DOE REVOCABLE LIVING TRUST (DATED 04/30/2020)

The Trustors should inventory all of their titled property below. Indicate whether the property has been retitled in the names of the Trustors as Trustees of this Trust. If not, then the Successor Trustee would do so if needed. Include any statements, deeds, titles, or other important records which are incorporated into the Trust.

MULVANEY LAW OFFICES, PLLC is not responsible for adding or removing property from the Trust.

JANE DOE and JOHN DOE should include a [letter of instruction to Successor Trustees](#) to describe property and debt. Also include contact information for all beneficiaries and Successor Trustees, burial or cremation wishes, care of pets (pet trusts are allowed under [RCW § 11.118.020](#)), educational or religious wishes for children, funeral arrangements, celebrations or gatherings the Trustors may wish for family members, or any other information the Successor Trustee may find helpful including user names and passwords and the location of any hidden property.

Changes to Successor Trustees or Beneficiaries of titled property must be done with a notarized [Amendment](#) and [Restatement](#).

<u>Assets of</u> <u>JANE DOE (Highest to Lowest)</u>	<u>Gross</u> <u>Value</u>	<u>Lien</u>	<u>Acct.</u> <u>#</u>	<u>Net</u> <u>Value</u>
1234 Oak St Bellevue, WA 98006	\$789,559	-\$378,091	1234	\$411,468
Fidelity 401(k)	\$250,000	-\$35,000	3216	\$215,000
BECU Savings			9874	\$45,161
Amazon Stock			9632	\$18,841
2019 Nissan Leaf	\$20,000	-\$5,000	6549	\$15,000
BECU Checking			5678	\$5,580
<u>TOTAL</u>				<u>\$711,050</u>
Difference Between JANE DOE & JOHN DOE				-\$241,829

JANE DOE REVOCABLE LIVING TRUST
(DATED 04/30/2020)

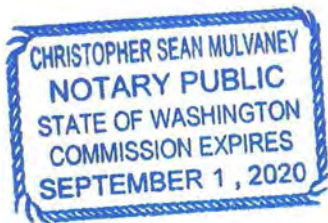
On 04/30/2020, JANE DOE (BORN 10/10/1989), as [Trustor](#) and [Trustee](#), pursuant to [RCW \(Revised Code of Washington\) § 11.98.008](#), made, executed, and declared a Revocable Living ([Inter Vivos](#)) [Trust](#) titled the [JANE DOE REVOCABLE LIVING TRUST \(DATED 04/30/2020\)](#) (Abbreviated: "JANE DOE TRUST") (the "Trust"). The Trust is executed in, governed by the laws of, and the situs is, the State of Washington pursuant to [RCW § 11.98.005](#).

The Trust is effective when signed. The Trust only applies to property within the United States. The first page of the Trust shall be a [Certificate of Trust](#). It can be given to third parties, pursuant to [RCW § 11.98.075](#), to protect privacy.

1. JANE DOE (BORN 10/10/1989) is not married as of 04/30/2020.
JANE DOE has the following children: NONE.
2. The Trust Individual [Taxpayer Identification Number \(ITIN\)](#) to be listed on any beneficiary designations is the Social Security Number of the account owner. The Trust will not have an ITIN as long as either Trustor is alive. The Trust contains no tax planning or asset protection. Tax return filing does not change.
3. The Trustor expressly revokes all prior Trusts that the Trustor may have made.
4. The Trustor affirmatively states that this Trust has not been revoked or amended such that any statements in this Certificate are incorrect.
5. Title to all Trust assets shall be taken in the name of JANE DOE, Trustee of THE JANE DOE REVOCABLE LIVING TRUST, as the sole and separate property of JANE DOE.
6. JANE DOE has the power at any time to amend this Trust in writing.
The Trustors can independently and individually perform all other actions related to the Trust.
7. If JANE DOE is at any time unwilling or unable to serve as Trustee, whether by death or otherwise, then the [Successor Trustee](#) shall be: JOHN DOE, and then JANE DOE'S PARENTS, IN THAT ORDER.
8. The Successor Trustee shall have all of the powers originally given to JANE DOE pursuant to [RCW § 11.98.070](#) without any restrictions in dealing with Trust assets as the Trustor has directed. No bond shall be required of any Successor Trustee. Compensation is permitted only for Successor Trustees who are not beneficiaries.

JANE DOE
Trustor/Trustee

SUBSCRIBED, SWORN, and AFFIRMED to me in Bellevue, WA on 04/30/2020 by JANE DOE. State of Washington. County of King.



A handwritten signature in blue ink that reads "Christopher S. Mulvaney".

Christopher Sean Mulvaney
WA NOTARY PUBLIC – KING COUNTY
[License # 138371](#)
Appointment Expires 09-01-2020

Article I — Probate vs. Non-Probate Estate

Advantages of Avoiding Probate. It is best to avoid the cost, time, and public disclosure of probating the Estate of a deceased person. Probate is the Court supervised process for publicly appointing an [Executor \(Personal Representative\)](#) of the Estate to file an inventory and pay taxes, creditors, and beneficiaries. Doing so is referred to as Estate administration. The best source of [online information about probate in Washington](#) is at this link.

This Trust contains instructions for the Successor Trustee regarding [estate administration](#). It also contains an [explanation of options](#) and the context in which [Wills and Trusts](#) operate. The purpose is to promote better decision making by the Trustors and Successor Trustees. The way to avoid Court involvement is to increase the number of [non-probate assets](#) (passing to beneficiaries in ways which do not require an Executor). The [Executor](#) must be a resident of King County. The Successor Trustee of the Trust can live anywhere in the U.S.. These ways include: [Transfer on Death Deeds](#) for real estate, beneficiary designations for [401\(k\)'s](#), IRAs, [life insurance policies](#), and some brokerage accounts, payable on death designations for bank accounts, and funded revocable living trusts.

The basic documents needed to open a [probate of a Will](#) are a [certified copy of a death certificate](#), [petition](#), [order](#), [oath](#), and [inventory](#).

The broader purpose of estate planning is to promote family harmony through communication about difficult subjects, and to make your family more resilient and less likely to have disputes. Estate planning is ultimately about people and how they feel and get along, not just property. On a basic level Trusts are long range thinking about who you can trust and count on, and who can trust and count on you. Creating a Trust is meant to make people kinder, calmer, and more generous in the contemplation of mortality and how it affects others.

Avoiding Probate and Washington State Estate Tax with a [Transfer on Death Deed for Real Estate](#). [RCW § 64.80](#) is the [Washington Uniform Real Property Transfer on Death Act](#). The most expensive asset to probate is typically the home of the deceased. A Transfer on Death Deed [avoids probate](#) and [estate tax](#) thus eliminating those costs for an unlimited number of pieces of real property of unlimited value. [The transfer of property pursuant to a Transfer on Death Deed will be exempt from Washington Estate Tax, Federal Estate Tax, and real estate transfer tax](#), provided that a certified copy of the death certificate of the deceased is recorded along with an Excise Tax Affidavit to transfer title to beneficiaries.

Beneficiaries take the property subject to liens, taxes, liabilities, and other encumbrances to which the decedent's Estate is subject. [The beneficiary receives a step-up in basis to the date-of-death value](#). The statute was created in 2014. Prior to that, quitclaiming to a revocable living trust was used to avoid just probate, but not estate tax. A Transfer on Death Deed creates no present interest in the beneficiary to the property and does not affect the owner's right to transfer or encumber the property. The Deed is moot if the property is sold.

Avoiding Probate with [Beneficiary Designations on Retirement Accounts](#). The Trust [may be named as contingent beneficiary after your spouse](#) on life insurance, 401(k) accounts, IRA accounts, or any account for which a beneficiary has been named. The Successor Trustee will then claim directly from the custodian of the asset without the need for involvement by the Personal Representative (Executor) of the Estate. There are [pros and cons](#). [INCOME FROM INHERITED IRAS AND 401\(K\)'S IS TAXABLE](#). [CONSULT A CPA](#). Inherited [Roth IRA's](#) are not taxable unless the Estate pays Estate Tax. Successor Trustees shall have the power to elect, pursuant to the terms of any retirement plan, the mode of distribution of the proceeds immediately, over 5 years, or over 10 years. The custodian of any retirement account shall be able to "look through" the Trust to the named beneficiaries. The required minimum distributions ([RMD](#)) required beginning date ([RBD](#)) is currently 72. Failure to take RMD results in an IRS penalty of 50% of the amount of tax owed for each year a distribution was not taken on time. The Successor Trustee shall have the right to amend this Trust to comply with any regulations to give effect to the Trustors' wishes. Distributions from retirement accounts can start at 59-1/2 without penalty.

Avoiding Probate with an Affidavit of Small Estates. (RCW § 11.62). As long as an Estate contains no real estate and is valued less than \$100,000 no probate is needed. A notarized affidavit may be signed by the beneficiary at least 40 days after the death of the departed in order to receive a check made payable to the Estate. This is an important reason to record Transfer on Death Deeds to remove all real estate from the Estate of the Deceased, and to name beneficiaries to remove IRA's, 401(k)'s and life insurance from the Estate to get the value under the limit.

Avoiding Probate by Holding Real Property as Joint Tenants With Right of Survivorship. Giving an interest in real estate to an adult child will avoid probate, but may have other unintended consequences. If the adult child files for bankruptcy or goes through divorce, the property may be affected. Issues regarding the 5-year minimum Medicaid reach back period may also arise. There is no step up in basis for gifts during life as there is for gifts after death.

Avoiding Probate with Payable on Death Accounts (POD). Some accounts allow a Payable on Death designation that you can use to make the account a non-probate asset. This creates liquidity for the Estate by providing faster access to funds. Another significance of POD is that the funds are not subject to creditor claims.

No Asset Protection or Tax Planning. The Trust provides no asset protection for JANE DOE against any creditor claims, and includes no tax planning regarding the Federal Estate Tax or Washington Estate Tax. Tax planning is not covered by legal insurance plans, and involves additional cost, risk, administrative burden, and specialized legal and accounting services. Irrevocable Asset Protection Trusts are complicated and different from revocable Trusts.

The Washington Estate Tax filing threshold and exclusion amount in 2020 is \$2.193 million, with a marginal tax rate starting at 10% with a top rate of 20% (the highest in the nation). Beneficiaries can be resentful if your Estate pays in taxes what could have made a difference in their lives.

Prior to 1981, Washington had an inheritance tax in which the beneficiaries paid the tax. Since then, the date-of-death value of the estate (minus real property transferred by a recorded Transfer on Death Deed) is subject to the tax, not the beneficiaries. Washington State has no gift tax. This is provided for informational purposes only. Verify exemptions, tax rates, and filing requirements for your situation with a CPA.

Planned Giving Over Your Lifetime to Avoid Estate Tax. In 2020, the federal lifetime unified exclusion amount for estate tax and gift tax is \$11.58 million per person (\$23.16 million per couple), with a top rate of 40%. The federal annual gift tax exemption remains at \$15,000. File IRS Form 709 if you give more than this to anyone other than your spouse in a year. Tuition or medical expenses you pay for someone to a third party are not considered gifts for IRS purposes. Gifts to charities and churches do not count against the exemption amount. Trustors should be aware of the Uniform Transfer to Minors Act (UTMA) when giving to children.

Article II — Distribution of the Estate

Tangible Personal Property Memorandum (TPPM). The Successor Trustee shall first distribute those items of the Trustors' personal property to those persons named in any handwritten lists, if any, which are attached to or found with the Trustors' original Wills. Unless otherwise stated, the intestate heirs of the beneficiary take a deceased beneficiary's gift in equal shares. Adeemption occurs if the gift is of property that the Trustor no longer owns. Unless otherwise stated, similar property or property purchased with traceable proceeds should be substituted.

Termination of the Trust. Once fully distributed, the Trust is terminated. If all conditions (such as age restrictions) have been fulfilled, then the Successor Trustee may distribute the gift directly to the beneficiary without having to transfer the asset to the Trust first. The Trust may also be terminated if the Successor Trustee determines that administration is unfeasible whether due to diminished value, taxes, or any other reason.

Distribution of Remainder. Following the death of JANE DOE the Trust becomes irrevocable. The Successor Trustee, also referred to as the Guardian of the Estate, JOHN DOE, and then JANE DOE'S PARENTS, IN THAT ORDER, shall pay all taxes and valid debts prior to distribution as follows:

THE SUCCESSOR TRUSTEE SHALL GIVE, TRANSFER, AND DISTRIBUTE THE REST, RESIDUE, AND REMAINDER OF THE TRUST ESTATE, IN EQUAL SHARES (PARI-PASSU), TO THE CHILDREN OF JANE DOE, IF ANY.

GIFTS TO BENEFICIARIES OVER AGE 35 ARE OUTRIGHT AND FREE OF TRUST OR IN A BARE TRUST. GIFTS TO BENEFICIARIES UNDER AGE 35 ARE IN A TRUST FUND SUBJECT TO THE CONDITIONS BELOW. BENEFICIARIES SHALL HAVE THE RIGHT TO A PARTIAL DISTRIBUTION OF A 1/3 SHARE OF THEIR GIFT AT AGE 25, AND A 1/3 SHARE OF THEIR GIFT AT AGE 30.

FOR BENEFICIARIES UNDER THE AGE OF 35 THE SUCCESSOR TRUSTEE SHALL CREATE A SEPARATE ACCOUNT FOR EACH, AND SHALL HAVE THE SOLE AND ABSOLUTE DISCRETION TO DISTRIBUTE FUNDS FOR THE BENEFICIARY'S WELL BEING IN THE MANNER THE SUCCESSOR TRUSTEE BELIEVES JANE DOE WOULD HAVE WANTED. DISTRIBUTIONS SHALL BE MADE FOR THE EDUCATION, HEALTH, SUPPORT, MAINTENANCE, AND GENERAL WELFARE OF THE BENEFICIARY, EITHER OUTRIGHT OR TO THIRD PARTIES SUCH AS SCHOOLS.

BENEFICIARIES OVER THE AGE OF 18 SHALL BE ENCOURAGED TO CREATE, IF THEY DO NOT ALREADY HAVE ONE, A SEPARATE PROPERTY REVOCABLE LIVING TRUST IN ORDER TO RECEIVE THEIR BEQUESTS. THE PURPOSE OF THIS IS TO MAKE THEM AWARE OF THE FACT THAT INHERITANCE IS PRESUMED TO BE SEPARATE PROPERTY (AS ARE PAIN AND SUFFERING DAMAGES). A SEPARATE PROPERTY TRUST GIVES THE BENEFICIARY A SEPARATE PLACE TO PUT THE INHERITANCE AS WELL AS ANY PROPERTY ACQUIRED BEFORE MARRIAGE AND CAN BE INCORPORATED INTO A PRENUPTIAL AGREEMENT.

IF A BENEFICIARY PREDECEASES JANE DOE, THEN THE DISTRIBUTIVE SHARE OF THE PREDECEASED BENEFICIARY SHALL BE GIVEN, TRANSFERRED, AND DISTRIBUTED, IN EQUAL SHARES, TO THE THEN LIVING CHILDREN OF THE PREDECEASED BENEFICIARY, IF ANY, SUBJECT TO THE ABOVE AGE RESTRICTION.

Article III — The Revocable Living Trust Estate

Separate Property Trust Estate. All of the Trust Property is the sole and separate property of JANE DOE remaining consistent with Washington's community property statute (RCW § 26.16.030). JANE DOE understands that JANE DOE has the right to hold separate property as a married person. If a Divorce Decree is entered, then the property division in the Decree determines the funding of the Trust.

Trust Estate Contents and Funding the Trust. The Trustor, JANE DOE, hereby sets aside, assigns and causes the transfer of all non-titled property to the Trust, as well as all future non-titled property acquired by the Trustor. Funding the Trust with titled property requires changing third party (banks, finance company or [County Recorder](#)) records.

The Trustor may list property on “Schedule A” for convenience of identification by Successor Trustees, but failure to schedule property shall have no effect on its character as Trust Property. It is not necessary to title any property in the name of the Trust during your lifetime. Your Will is a “pour-over” of everything into the Trust that has no other way of passing, such as a beneficiary designation.

Three parts to estate planning: Documents for Third Parties; Personal Documentation; Communication.

It is useful to think of your Trust and all estate planning documents as giving third parties such as Courts, banks, and hospitals the order of your representatives and the scope of their discretion. The documentation of your assets, debts, wishes, and instructions unique to you, give your representatives guidance and cover if disagreement arises. Ultimately it is the communication to, and relationships with, your representatives that determines effectiveness.

Trust Purpose. This Revocable Living Trust is meant to be used to accomplish objectives that cannot be accomplished by probating the Will of JANE DOE without a Trust. These objectives fall into the following general categories:

- (1) caring for young people by extending gifts over time;
- (2) caring for elderly, disabled, incapacitated, addicted, mentally ill, or otherwise vulnerable persons;
- (3) serving as a reminder for adult children to communicate about how they want to care for their parents;
- (4) recording segregated separate property from community property for Trustors and their adult children;
 - (a) protection in divorce by clearly identifying property held before marriage and inheritance, which are presumed to be separate property if clearly identified,
 - (b) protecting adult children from a previous marriage, and
 - (c) in combination with a prenuptial or postnuptial agreement regarding separate property acquired after marriage which is kept separate from Trust property;
- (5) protecting privacy because Trust assets need not be listed on the Probate Inventory;
- (6) providing more immediate access to funds because the Successor Trustee does not need to wait to be appointed Personal Representative of your Estate;
- (7) Revocable Living Trusts in Washington can provide creditor protection for beneficiaries, but not Trustors;
- (8) avoiding probate on assets in the Trust;
- (9) promoting communication with children about how you have provided for their future;
- (10) peace of mind of having a flexible insurance policy promoting family harmony.

Step-Up in Basis After the Death of the Trustor. Beneficiaries receive a step-up in basis to the date of death value.

Marriage or Remarriage of the Trustor. This Trust should be fully funded and incorporated into a prenuptial agreement for the protection of the Trustor and any children.

Article IV — Trust Administration

Trust Administration. The Trust may be used in conjunction with probate of the Will of JANE DOE, which leaves everything to the Trust. A Will substitutes your wishes for the intestacy statute (RCW § 11.04.015) which is the default distribution to your next of kin.

The [Probate court](#) has exclusive jurisdiction over the right to transfer real property of deceased people when the property is held only in the names of deceased people, with no beneficiaries named. The Trust shall be valid for 150 years from the date of execution pursuant to [RCW § 11.98.150](#).

The Successor Trustee shall not be liable for acting, or failing to act, so long as the Successor Trustee's conduct is consistent with principles of loyalty ([RCW § 11.98.078](#)) and good faith ([RCW § 11.98.040](#)).

Administering all assets is important so as not to add to the [unclaimed property registry](#) where you can search to see if you are entitled to receive anything.

The [Letters Testamentary](#) issued by the Probate Court may be necessary for the Successor Trustee to give full effect to the Trustors' wishes because the Letters may be demanded by third parties. Typically, final distribution should be made four (4) months after Probate is initiated or after the Trustee gives notice of the Trust to beneficiaries. If the Trust will be making distributions for more than one (1) year, then a Taxpayer ID Number will be needed for the Trust, as well as an annual tax return.

Accounting. The Successor Trustee should provide all beneficiaries (or their representatives) with a list of all of the assets of the Trust, and all debts and expenses paid by the Trust within 40 days after the Trustor dies and just prior to final distribution. Pursuant to [RCW § 11.106.020](#) the Successor Trustee must do so at least annually. Failure to provide proper accounting, and taking too long to administer assets are breaches of the fiduciary duties of the Successor Trustees, and are common causes of disputes.

Creditor Claims. [Publication of notice to creditors](#) shortens the statute of limitations on creditor claims from twenty-four (24) months to four (4) months ([RCW § 11.40.020](#)). Publication is important so that the distributions made to the beneficiaries will not be subject to creditor claims. Publication provides a defense if a beneficiary is sued by a creditor of the Estate. Known creditors of the Estate must be notified for this defense to be effective. Successor Trustees should be diligent in paying all creditor claims from the Estate, but especially tax claims, because a Successor Trustee may be held personally civilly liable for such failure. Beneficiaries are not liable for Estate debts if the Executor acted properly.

Successor Trustee Powers & Liability. The Successor Trustee has all of the powers, duties, and discretionary authority of the original Trustee pursuant to [RCW § 11.98.060](#). Specific notice requirements ([RCW § 11.97.010\(2\)](#)) must be met in order to shorten the statute of limitations on claims against the Trustee by beneficiaries from thirty-six (36) months to four (4) months ([RCW § 11.96A.070](#)). Probate notices satisfy most of these requirements.

The Personal Representative is responsible for filing the final tax return of the decedent and paying any federal or Washington Estate Tax due. The tax liability from the decedent's final income tax return is separate and distinct from estate tax. Successor Trustee's are [fiduciaries](#); they have duties to safeguard Trust property.

Trust Interpretation. The Trust is to be interpreted broadly to give effect to the wishes of JANE DOE including, but not limited to, interpreting the plural and singular to include each other where applicable. Reformation by the Court to correct mistakes should be exercised if needed ([RCW § 11.96A.080-90](#)).

Article V — Control, Power to Revoke and Amend

Control of Trust Property. JANE DOE, or the survivor of the two, retain complete control of Trust Property, and the rights to all income or profits from the Trust Property. Either Trustor may add property to the Trust at any time, but both Trustors must consent to removal of Trust property if both are living.

Revocation and Amendment. This Trust may be amended or revoked at any time by JANE DOE. Amendment must be done in writing, notarized, and signed by JANE DOE. Revocation can be in writing or by destruction.

Severability. If a Court invalidates or finds unenforceable any provision of the Trust, such invalidation shall not invalidate the whole of the Trust. All of the remaining provisions will be undisturbed as to their legal force and effect.

Article VI — Incapacity of the Trustor

Incapacity of the Trustor. If JANE DOE becomes incapacitated and unable to manage the Trustor's affairs, then the Successor Trustee should make payments from both the income and principal of the Trust Estate for the support, comfort, health, care and general welfare of the Trustor.

Both Income and Principal Paid to Trustor or for Trustor's Benefit. As long as Trustor lives, the Successor Trustee shall pay to the Trustor or apply for the Trustor's benefit and care, in monthly or more frequent installments, as much of the net income of the Trust, and also as much of the principal of the Trust Estate as the Successor Trustee deems appropriate for the Trustor's support, comfort, health, care and general welfare, taking into account the Trustor's accustomed standard of living, and other resources reasonably available to the Trustor for these purposes.

A Trustor's "Care." The term "care" as used in the paragraphs above includes, but is not limited to, maintaining the Trustor during the Trustor's lifetime in the Trustor's regular residence, or elsewhere as may be appropriate, despite a need for extensive medical or personal care at a cost that may exceed the cost of care at a home for the elderly.

The Trustor wishes the Successor Trustee, to the extent practical, to exercise discretion under these provisions to enable the Trustor to live at home, and in familiar circumstances. Involved adult children who are watchful Successor Trustees can decrease the chances of elder abuse or undue influence.

Article VII — Protection of Estate and the Trustor's Wishes

Spendthrift Clause. The gift to any Beneficiary of this Trust shall not be anticipated, assigned, encumbered, or subject to claims or Judgments of the Trust Beneficiary's creditors or others, or liable to attachment, execution, bankruptcy (under [11 USC § 541\(c\)\(2\)](#)) or other process of law, for the satisfaction of judgments or creditor's claims. Pursuant to [RCW § 6.32.250\(2\)](#) funds held in Trust are exempt from seizure.

No Trust Beneficiary shall have any right to assign, transfer, or encumber the Trust Beneficiary's interest in the principal or income of THE JANE DOE REVOCABLE LIVING TRUST in any manner.

Merger When the Successor Trustee is a Beneficiary. If the Successor Trustee is also the beneficiary of a Trust, then the Trust and the individual are said to have merged into one entity. The Trust loses any spendthrift protection of Trust assets against a beneficiary's creditors that it might otherwise have.

So, beneficiaries with creditors they cannot pay should not be Successor Trustees. However, if they are then they shall have all discretionary powers pursuant to [RCW § 11.98.200-240](#) such that spendthrift protections are preserved. Merger also creates potential conflicts of interest with other beneficiaries.

No Contest Provision (AKA In Terrorem Clause). If any Trust Beneficiary contests THE JANE DOE REVOCABLE LIVING TRUST or the Will , or attempts to have either declared invalid, or in any manner attempts to alter any of the beneficial interests created by this Trust, then the Trust shall be administered and distributed as if such person had predeceased JANE DOE. If the Beneficiary made a full and fair disclosure of all material facts to counsel as basis for the Will or Trust contest, then a rebuttal presumption of good faith is created, which may be overcome with evidence of bad faith.

Article VIII — Powers of the Trustees

Power to Appoint Successor Trustee & Guardians. So long as no Trustee is already named as Successor Trustee, and so long as the Trustees aren't Joint Trustees, all Successor Trustees and Guardians shall have the power to appoint another Successor Trustee or Guardian to take their place, if a Successor Trustee or Guardian is unable or unwilling to serve. The Successor Trustee or Guardian shall not be liable for an appointment made in good faith. The appointment must be made in writing, signed and notarized.

The Successor Trustee shall have the right to amend the Trust to include any fee related provisions for institutional Trustees such as banks or financial services companies or any other amendment to facilitate administration without altering the distributive provisions for the beneficiaries.

Protector of the Trust. The Successor Trustee may retain the power to remove and replace any newly appointed Successor Trustee. The Successor Trustee may also retain the right to approve discretionary actions by the newly appointed Successor Trustee. By retaining such powers, the Successor Trustee may act as a Protector of the Trust. These retained powers specifically apply to institutional Trustees, such as bank Trust Departments, allowing revocation of the appointment.

Powers of the Successor Trustees. Trustees shall have all powers appropriate to the orderly and effective administration of the Trust including the powers set forth in RCW §11.98.070, which include, but are not limited to the following relating to Trust Property: To sell, exchange, or otherwise dispose of real and personal property; To form an LLC; Invest and reinvest; Continue a business; Manage real property; Pay taxes and expenses; Purchase insurance; Litigate, Compromise or abandon claims; Distribute in cash or kind; and to execute contracts including, but not limited to, the retention of professionals or agents to aid in Trust administration.

Successor Trustee's Power to Create Trusts, Consolidate or Dissolve this Trust. The Successor Trustee shall have the sole and absolute discretion to create Trusts for Beneficiaries of this Trust as the Successor Trustee deems appropriate. The Successor Trustee shall have the discretion to dissolve this Trust if administering it is uneconomical for tax reasons, small size, or otherwise. Distributions should be tailored to fulfill the Trustors' wishes.

Fiduciary Tax Returns (Form 1041). Especially if the Trust will have earnings for a period of years after the Trustors die, but before the Trust is fully distributed, then the Successor Trustee is strongly advised to hire a CPA to prepare the fiduciary tax returns and get advice on tax issues. If undistributed to a beneficiary, a trust pays in tax well over twice as much federal income tax as a single individual with the same amount of interest income, and almost three times as much as a married couple.

Compensation of Successor Trustees. No bond shall be required of any Successor Trustee. The Successor Trustee shall not be liable for acting, or failing to act, as long as the Successor Trustee's conduct is in good faith. The Successor Trustee, as long as the Successor Trustee is not a beneficiary, shall be entitled to reasonable and customary compensation from the Estate. The Successor Trustee may refuse to accept compensation.

The Successor Trustee shall be entitled to reimbursement of all necessary costs. The costs of others, relating to travel to and from any funeral or memorial, may be reimbursed at the Successor Trustee's sole and absolute discretion. Guardians are entitled to the same regardless of whether they are beneficiaries.

Domestic Trust. Not a Foreign Trust. This Trust shall not be deemed to be a foreign Trust even if the Successor Trustee appointed is not a U.S. Citizen (or lawful permanent resident or "green card" holder), and does not live in the U.S.. The Successor Trustee has the power to appoint a Citizen resident to carry out the duties, and shall be required to do so. This is important to avoid heavy taxation and reporting requirements. Foreign gifts received during the Trustors' lives over \$100,000 in a year need to be reported to the IRS, but are not taxable.

EXECUTED in the City of Bellevue, State of Washington, and County of King on the date below.

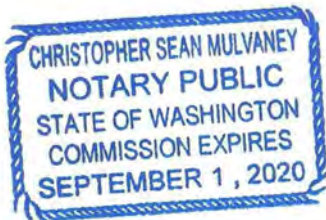
JANE DOE
Trustor/Trustee

Disputes. The Trustor has done all possible to avoid disputes. In the unlikely event that a dispute should arise, that the parties are unable to resolve themselves, then Washington's Trust and Estate Dispute Resolution Act (TEDRA) [RCW § 11.96A.300](#) contains mediation procedures to assist the parties in reaching an agreement. The Trustor does not want beneficiaries to add to the list of Supreme and Appellate Court cases.

Pursuant to [RCW § 42.45.130](#), I certify that I know or have satisfactory evidence that JANE DOE is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated : 04/30/2020.

STATE OF WASHINGTON }
 }
COUNTY OF KING }



Christopher S. Mulvaney
Christopher Sean Mulvaney
WA NOTARY PUBLIC – KING COUNTY
[License # 138371](#)
Appointment Expires 09-01-2020

WITNESSES

SARA DARLENE ALLSHOUSE and JILL FREY personally appeared as competent and disinterested witnesses, were duly sworn, and declare that: This instrument was signed by JANE DOE, in our presence and at the time was declared by them as JANE DOE REVOCABLE LIVING TRUST (DATED 04/30/2020).

In their presence, at their request, and in the presence of each other, we have subscribed our names in Bellevue, Washington, on the date below attesting that at the time of the execution of the Trust, JANE DOE appeared to us to be of full age, and of sound mind and memory.

We hereby certify and declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.



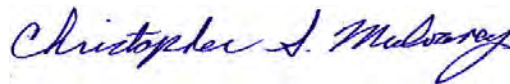
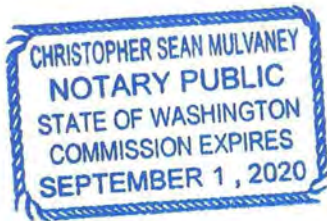
STATE OF WASHINGTON	}
	}
COUNTY OF KING	}

Witness #1 – SARA DARLENE ALLSHOUSE
14205 SE 36th St. Ste. 100 Bellevue, WA 98006-1553



Witness #2 – JILL FREY
14205 SE 36th St. Ste. 100 Bellevue, WA 98006-1553

Pursuant to [RCW § 42.45.130](#), I certify that I know or have satisfactory evidence that SARA DARLENE ALLSHOUSE & JILL FREY are the persons who appeared before me, and said people acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument. Dated : 04/30/2020.



Christopher Sean Mulvaney
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Appointment Expires 09-01-2020

SCHEDULE "A" OF THE
JANE DOE REVOCABLE LIVING TRUST (DATED 04/30/2020)

The Trustors should inventory all of their titled property below. Indicate whether the property has been retitled in the names of the Trustors as Trustees of this Trust. If not, then the Successor Trustee would do so if needed. Include any statements, deeds, titles, or other important records which are incorporated into the Trust.

MULVANEY LAW OFFICES, PLLC is not responsible for adding or removing property from the Trust.

JANE DOE and JOHN DOE should include a [letter of instruction to Successor Trustees](#) to describe property and debt. Also include contact information for all beneficiaries and Successor Trustees, burial or cremation wishes, care of pets (pet trusts are allowed under [RCW § 11.118.020](#)), educational or religious wishes for children, funeral arrangements, celebrations or gatherings the Trustors may wish for family members, or any other information the Successor Trustee may find helpful including user names and passwords and the location of any hidden property.

Changes to Successor Trustees or Beneficiaries of titled property must be done with a notarized [Amendment](#) and [Restatement](#).

<u>Assets of</u> <u>JANE DOE (Highest to Lowest)</u>	<u>Gross</u> <u>Value</u>	<u>Lien</u>	<u>Acct.</u> <u>#</u>	<u>Net</u> <u>Value</u>
1234 Oak St Bellevue, WA 98006	\$789,559	-\$378,091	1234	\$411,468
Fidelity 401(k)	\$250,000	-\$35,000	3216	\$215,000
BECU Savings			9874	\$45,161
Amazon Stock			9632	\$18,841
2019 Nissan Leaf	\$20,000	-\$5,000	6549	\$15,000
BECU Checking			5678	\$5,580
<u>TOTAL</u>				<u>\$711,050</u>
Difference Between JANE DOE & JOHN DOE				-\$241,829

THE LAST WILL AND TESTAMENT
OF JANE DOE

I, JANE DOE (BORN 10/10/1989), pursuant to the laws of the State of Washington, particularly [RCW § 11.12.010](#), being of lawful age and sound mind and memory, and not acting under any duress, menace, fraud, or undue influence, revoke all my former Wills and [Codicils](#), and declare this instrument to be my [Last Will and Testament](#) disposing of all of my property at death.

King County has a [Will Repository](#) into which Wills of living people can be kept for 100 years for \$20 ([RCW § 11.12.265](#)).

I require my Personal Representative to pay all of my taxes, debts, and expenses of my last illness, as soon after my death as is possible.

I.

I declare that I am not married, and that I have the following children: NONE.

II.

I appoint JOHN DOE, and then JANE DOE'S PARENTS, IN THAT ORDER, as Personal Representative of my Estate. The Personal Representative is to serve [WITH NON-INTERVENTION POWERS \(RCW § 11.68.090\)](#), [WITHOUT BOND \(RCW §11.28.185\)](#), and asks that the Court not appoint a guardian ad litem pursuant to [RCW § 11.96A.160](#) for any minor children, if applicable. I give my Personal Representative full power and discretion to administer my Estate according to my wishes contained in my Will or Trust.

III.

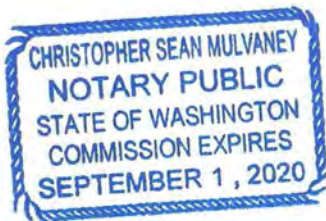
I give my entire Estate to the Successor Trustee of THE JANE DOE REVOCABLE LIVING TRUST (DATED 04/30/2020) (Abbreviated: "JANE DOE TRUST") pursuant to [RCW § 11.12.250](#) to be distributed according to the terms of the Will or Trust. This includes any property acquired after the date of this Will pursuant to [RCW § 11.12.190](#).

Any signed and dated handwritten lists of personal property attached to or found with the original of this Will with distribution instructions pursuant to [RCW § 11.12.260](#) shall be distributed accordingly.

FREELY SIGNED in the absence of duress or undue influence on the date below.

JANE DOE

SUBSCRIBED, SWORN, and AFFIRMED to me in Bellevue, WA, King County, on 04/30/2020 by JANE DOE.



A handwritten signature in blue ink that reads "Christopher S. Mulvaney".

Christopher Sean Mulvaney
WA NOTARY PUBLIC – KING COUNTY
[License # 138371](#)
Appointment Expires 09-01-2020

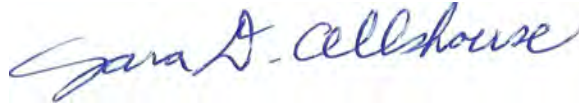
Page 1 of 2 of the LAST WILL & TESTAMENT of
JANE DOE (DATED 04/30/2020)

SELF-PROVING AFFIDAVIT PURSUANT TO [RCW § 11.20.020\(2\)](#)

In accordance with [RCW § 9A.72.085](#) SARA DARLENE ALLSHOUSE and JILL FREY personally appeared as competent and disinterested witnesses, were duly sworn, and declare that: This instrument was signed by the Testator, JANE DOE, in our presence and at the time was declared by the Testator as THE LAST WILL AND TESTAMENT OF JANE DOE.

In Testator’s presence, at Testator’s request, and in the presence of each other, we have subscribed our names in Bellevue, Washington, on the date below attesting that at the time of the execution of the Will, Testator appeared to us to be of full age, and of sound mind and memory.

We hereby certify and declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.



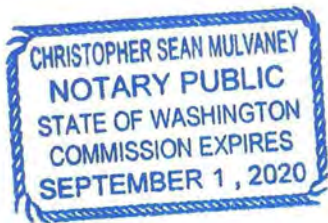
Witness #1 – SARA DARLENE ALLSHOUSE
14205 SE 36th St. Ste. 100 Bellevue, WA 98006-1553

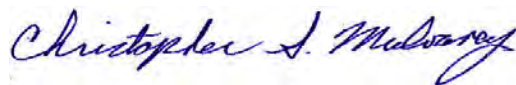
STATE OF WASHINGTON }
 }
COUNTY OF KING }



Witness #2 – JILL FREY
14205 SE 36th St. Ste. 100 Bellevue, WA 98006-1553

Pursuant to [RCW § 42.45.130](#), I certify that I know or have satisfactory evidence that JANE DOE, SARA DARLENE ALLSHOUSE & JILL FREY are the persons who appeared before me, and said people acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument. Dated : 04/30/2020.




Christopher Sean Mulvaney
WA NOTARY PUBLIC – KING COUNTY
[License # 138371](#)
Appointment Expires 09-01-2020

Tangible Personal Property Memorandum

The inclusion of this memorandum on the second page of my Will serves only as a reminder that pursuant to [RCW § 11.12.260](#), in my Will I have indicated that I may dispose of one or more items of my tangible personal property in writings. Any signed and dated documents found with this Will are those writings.

I may list items on a separate piece of paper, sign and date, with a description of the item, who I want to receive it, and the date I made the decision.

My Personal Representative shall distribute the following items of tangible personal property of mine to the designated recipients as if this Memorandum had been incorporated into my Will pursuant to [RCW § 11.12.255](#). *See Attached*.

GENERAL DURABLE POWER OF ATTORNEY FOR FINANCES
OF
JANE DOE

On 04/30/2020, I, JANE DOE (BORN 10/10/1989), pursuant to [RCW § 11.125 \(Uniform Power of Attorney Act\)](#), declare this document to be my [General Durable Power of Attorney for Finances](#). I appoint JOHN DOE, and then JANE DOE'S PARENTS, IN THAT ORDER, as my [Agent](#) and [Attorney-in-Fact](#) to exercise all of the powers of absolute ownership over my property that I would have if alive and competent. *I expressly revoke all Powers of Attorney for Finances I may have previously made.*

The purpose of this Power of Attorney is convenience for spouses, and to reduce the likelihood that the expense and time of a guardianship proceeding will be needed. If guardianship is needed then JANE DOE appoints the Agent to be guardian confirmed by the Court.

This form is a backup. Often government agencies, banks, insurance companies, and title companies have their own specific forms. For example, [Social Security](#) and the [IRS](#) have their own forms.

Pursuant to [RCW § 11.125.040](#), this Power of Attorney shall not be affected by disability of the [Principal](#).

This Power of Attorney shall be effective only if I am incapacitated, and shall not be affected by my incapacitation. For purposes of this instrument, the term "incapacitated" shall mean the inability to make informed decisions in the ordinary course of business because of advanced age, illness, or other causes. The decision as to whether I am incapacitated, for purposes of this instrument, shall be made by a majority of my partner and my children, if any, who are then of legal age, or my alternate Healthcare agent, with the concurring opinion of at least one physician.

My Agent and Attorney-in-Fact shall have the power in my name, place, and stead to:

Ask, demand, sue for, and collect all sums of money and property due and owing to me, and give receipts and discharges for such payments; Sell, assign and transfer stocks, bonds, and securities of all kinds in my name at such prices as shall seem proper to my Agent and Attorney-in-Fact; Make gifts (including to a Trust pursuant to [RCW § 11.125.240 \(1\)\(b\)](#)), including a waiver of the self-dealing prohibition so that agents, particularly spouses, can make gifts to themselves, and the authority to pay compensation to the Agent.

Borrow money and pledge securities for loans; Use all credit cards in my name; Enter any safe deposit box of mine; Manage real property, sell, convey, and encumber realty; Place and effect insurance; Do business with banks; Endorse all checks and drafts made payable to my order and collect the proceeds; Sign in my name checks on all accounts standing in my name; Make such payments and expenditures as may be necessary.

Page 1 of 2 of the GENERAL DURABLE POWER OF ATTORNEY FOR FINANCES of
JANE DOE (DATED 04/30/2020)

Retain counsel and attorneys on my behalf, appear for me in all actions and proceedings to which I may be party in the Courts; Commence actions and proceedings in my name if necessary, sign and verify in my name all Complaints, Petitions, Answers and other Pleadings of every description; Make and verify income tax returns; Apply for Government Benefits.

Have and exercise full power and authority to do and perform all and every act and thing whatsoever necessary to be done under the circumstances, as fully to all intents and purposes as I might or could do if personally present. I hereby ratify and confirm all that my Attorney-in-Fact may do pursuant to this power.

JANE DOE

When exercising this Power of Attorney, my Agent shall sign the name, JANE DOE, followed by the printed words: "by [my Agent's Name], Attorney-in-Fact for JANE DOE." Attach a copy of the General Durable Power of Attorney for Finances to the document signed.

Pursuant to [RCW § 11.125.060 \(4\)](#) ... "a photocopy or electronically transmitted copy of an original Power of Attorney has the same effect as the original."

Dated 04/30/2020 in Bellevue, King County, Washington. Pursuant to [RCW § 11.125.050](#), we witness below that JANE DOE's identity has been verified to us, and that we believe JANE DOE to be capable of making financial decisions. We are competent witnesses who are neither home care providers for the principal nor care providers at an adult family home or long-term care facility in which the principal resides, and who are unrelated to the principal by blood or marriage.

SARA DARLENE ALLSHOUSE – Witness #1

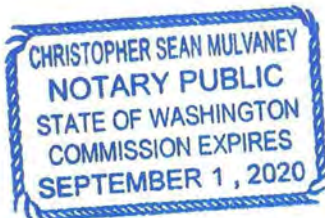
JILL FREY - Witness #2

Pursuant to [RCW § 42.45.130](#), I certify that I know or have satisfactory evidence that JANE DOE, SARA DARLENE ALLSHOUSE & JILL FREY are the persons who appeared before me, and said people acknowledged that they signed and attested this instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated : 04/30/2020.

STATE OF WASHINGTON }
 }
COUNTY OF KING }

Pursuant to [RCW § 11.125.050 \(3\)](#) A signature on a power of attorney is presumed to be genuine if the principal acknowledges the signature before a notary public...



Christopher Sean Mulvaney
WA NOTARY PUBLIC – KING COUNTY
[License # 138371](#)
Appointment Expires 09-01-2020

DURABLE POWER OF ATTORNEY FOR HEALTH DECISIONS
OF
JANE DOE

On 04/30/2020, I, JANE DOE (BORN 10/10/1989), pursuant to [RCW § 11.125 \(Uniform Power of Attorney Act\)](#), declare this document to be my [Durable Power of Attorney for Health Decisions](#).

I appoint JOHN DOE, and then JANE DOE'S PARENTS, IN THAT ORDER, as my [Agent and Attorney-in-Fact for Healthcare](#).

I expressly revoke all Powers of Attorney for Health Decisions I may have previously made.

The appointment of my spouse is revoked as of the date of filing upon filing of a petition for dissolution.

Pursuant to RCW § 11.125.040, this Power of Attorney shall not be affected by disability of the Principal.

This form is a backup. Medical care providers will often ask that you complete a new power of attorney and Living Will before an elective procedure.

The Power of Attorney is effective when I am unable to make or communicate Healthcare decisions, and shall not be affected by my disability as determined by my attending physician or designee, such as if I am unconscious, or if I am otherwise temporarily or permanently incapable of making Healthcare decisions.

The Healthcare Agent's power shall cease if and when I regain my capacity to make Healthcare decisions.

I hereby authorize the release of any and all complete health records for all past, present and future periods about JANE DOE to ANY AND ALL OF MY Healthcare AGENTS under the [Health Insurance Portability and Accountability Act \(HIPAA\) 45 CFR Parts 160 and 164](#) for up to one year after my death.

I understand that redisclosure of my health information may not be protected by law. I understand that revocation is not effective to the extent that any party has acted in reliance on this authorization.

I give my Agent complete authority, to the same extent that I could make such decisions for myself if I was capable of doing so, to make decisions regarding my health and medical care, including without limitation, full power to give or refuse consent to all medical, surgical, hospital and other types of Healthcare.

My Estate shall hold harmless and indemnify my Agent from all liability for acts or omissions done in good faith.

This includes, but is not limited to, consent to initiate, continue, discontinue, or forgo medical care and treatment including artificially supplied nutrition and hydration, following and interpreting my instructions for the provision, withholding, or withdrawing of life-sustaining treatment, which are contained in any Healthcare Directive or other form of "living will" I may have executed.

In exercising this Power of Attorney, my Agent shall make Healthcare decisions as I direct in this document, and as I make known to my Agent in another way. If I am able to communicate, my Agent should attempt to discuss Healthcare choices with me.

Page 1 of 2 of the DURABLE POWER OF ATTORNEY FOR HEALTH DECISIONS of
JANE DOE (DATED 04/30/2020)

If I have not expressed a choice about the Healthcare in question, I direct my Agent to decide based upon my Agent's knowledge of my values. If my Agent does not know what I would want or my values, then my Agent should decide based upon what my Agent believes to be in my best interest.

I hereby authorize my name to be listed on the [Washington State Organ Donor Registry](#) and consent, upon my death, to donate any needed organs or tissues for which I am a candidate donor. I ask that my Agent for Healthcare and my family honor my wishes. Check **Yes** or **No** Initials JD

JANE DOE

Pursuant to [RCW § 11.125.060 \(4\)](#) ... "a photocopy or electronically transmitted copy of an original Power of Attorney has the same effect as the original."

Dated 04/30/2020 in Bellevue, King County, Washington. Pursuant to [RCW § 11.125.050](#), we witness below that JANE DOE's identity has been verified to us, and that we believe JANE DOE to be capable of making Healthcare decisions. We are competent witnesses who are neither home care providers for the principal nor care providers at an adult family home or long-term care facility in which the principal resides, and who are unrelated to the principal by blood or marriage.

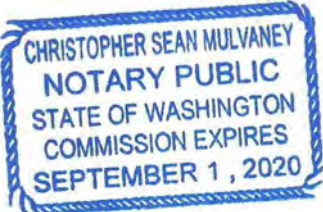
SARA DARLENE ALLSHOUSE – Witness #1

JILL FREY - Witness #2

Pursuant to [RCW § 42.45.130](#), I certify that I know or have satisfactory evidence that JANE DOE, SARA DARLENE ALLSHOUSE & JILL FREY are the persons who appeared before me, and said people acknowledged that they signed and attested this instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument. Dated : 04/30/2020.

STATE OF WASHINGTON }
 }
COUNTY OF KING }

Pursuant to [RCW § 11.125.050 \(3\)](#) A signature on a power of attorney is presumed to be genuine if the principal acknowledges the signature before a notary public...



Christopher Sean Mulvaney
WA NOTARY PUBLIC – KING COUNTY
[License # 138371](#)
Appointment Expires 09-01-2020

HEALTHCARE ADVANCE DIRECTIVE TO PHYSICIANS (AKA LIVING WILL) OF JANE DOE

On 04/30/2020, pursuant to [RCW § 70.122 \(Natural Death Act\)](#), I, JANE DOE (BORN 10/10/1989), having the capacity to make Healthcare decisions, having appointed JOHN DOE, and then JANE DOE'S PARENTS, IN THAT ORDER, as my Agent for Healthcare, do willfully and voluntarily make known my desire that [my dying shall not be artificially prolonged](#) under circumstances set forth below, and do hereby declare that: *I expressly revoke all prior [Healthcare directives](#) I may have previously made.* A [US Living Will Registry](#) is available for this document and the power of attorney for health. [US Advance Care Plan Registry - Free Registration Form](#).

A Healthcare Agent will NEVER be allowed to authorize "mercy killing," also known as "[euthanasia](#)."

This document is distinct from the [Washington Death With Dignity Act \(RCW § 70.245\)](#) which allows terminally ill adult Washington residents themselves, who have less than six months to live, to request lethal doses of medication from physicians. This document authorizes action by Healthcare agents.

The appointment of my spouse is revoked as of the date of filing upon filing of a petition for dissolution.

Pursuant to [RCW § 11.125.040](#), this Power of Attorney shall not be affected by disability of the Principal.

(a) If at any time I should be diagnosed in writing to be in a terminal condition by the attending physician, or in a permanent unconscious condition by two physicians, and where the application of life-sustaining treatment would serve only to artificially prolong the process of my dying, I direct that such treatment be withheld or withdrawn, and that I be permitted to die naturally.

I understand by using this form that a terminal condition means an incurable and irreversible condition caused by injury, disease, or illness, that would within reasonable medical judgment cause death within a reasonable period of time in accordance with accepted medical standards, and where the application of life-sustaining treatment would serve only to prolong the process of dying.

I further understand in using this form that a permanent unconscious condition means an incurable and irreversible condition in which I am medically assessed within reasonable medical judgment as having no reasonable probability of recovery from an irreversible coma or a persistent vegetative state.

When life-sustaining treatment is withheld, I would like comfort care to be continued as necessary to reasonably minimize or reduce discomfort.

(b) In the absence of my ability to give directions regarding the use of such life-sustaining treatment, it is my intention that this directive shall be honored by my family and physician(s) as the final expression of my legal right to refuse medical or surgical treatment. I accept the consequences of such refusal. If another person is appointed to make these decisions for me, whether through a Durable Power of Attorney or otherwise, I request that the person is guided by this directive and any other clear expressions of my desires.

(c) If I am diagnosed to be in a terminal condition or in a permanent unconscious condition:

Page 1 of 2 of the LIVING WILL of
JANE DOE (DATED 04/30/2020)

