Getting Started: Your Checklist

Congratulations, you are at the starting line. The Get Your Shit Together Checklist is a handy summary of the key documents and tasks covered on this site.

Start here and use it to track your progress as you go. Print it out, save it to your desktop, email it to yourself, send it to your partner – whatever it takes to keep it top of mind till you make it through the list. Take it from the top, and check off as you go.

Remember: Scan it once a year to make sure everything is up to date, important details change when you marry/divorce, have children, buy a home, etc.

Major life event = recheck your checklist

CHECKLIST

Will:

☐ I have completed my Will and listed
- Durable Power of Attorney for Financial and Medical, and back-up person(s)
- Custody of child(ren) and back-up person
- Distribution of assets and personal items

☐ The will is signed, notarized, and a copy has been given to those listed.

My copy of my will is located here: _____

Living Will:

☐ I have completed my Living Will
- Medical power of Attorney and back-up person
- Advance Directives
- Additional information and notice to your doctor
- Discussed your wishes friends and family
- Discussed or written down the type of funeral or memorial service you desire and any instructions about burial or cremation
- I have considered where and how I would like to be cared for if I were terminally ill and discussed this with those closest to me

☐ The living will is signed, notarized, and a copy has been given to those listed.

My copy of my living will is located here: _____

Life Insurance:

- ☐ I have researched Life Insurance options and purchased the best possible plan for me and/or my family
- ☐ I have researched Short term Disability and completed all steps
- ☐ I have researched Long term Disability and completed all steps

A copy of my policy is located here: _____

Money:

- ☐ I have reviewed my financial situation and, if necessary, discussed this with those closest to me
- ☐ I have completed a budget and track monthly actual costs to my budget
- ☐ I have _____ weeks/months of expenses saved in case of accident or emergency
- ☐ I have a plan in place to meet my goal to have _____ by this date _____
- ☐ I have a savings plan and/or retirement plan

Details:

- ☐ I have listed my Personal Details out in case of emergency or some one else needs to retrieve it (passwords, contact information, accounts, etc)

A copy of my details list is located here: _____

Personal items:

- ☐ I have thought about my relationships and how I want to move forward to resolve any unfinished business

- ☐ I have reached out to those people
- ☐ I have deeply considered how my life lines up with my values and priorities, how I am spending my energy, and what I want to do differently to have the life that is meaningful and important to me

Notes and Next: *(any additional thoughts or notes)*

Getting Started: Your Details

Congratulations, this is easy to complete. The Get Your Shit Together Details sheet is a handy summary of the key items you should have recorded and kept somewhere safe.

The list covers the basics, but add/edit/delete as you need based on your life. Confirm you have the items on hand, and jot down on the form below where they are located.

Remember: Let one or two people you trust know where this information can be accessed if necessary. Give a copy to the Power of Attorney listed in your will, and keep a copy of this with your other important documents (will, living will, policies and licenses, etc.)

DETAILS

These details belong to: _____
They were last updated on: _____

Your Basic info:

Full Name:
Address:
Phone(s):
Email(s):
Birthday:
Social Security #:

Family Members contact info: Family, close friends, anyone listed in your Will and Living Will should be found here

- List: Full name, Relationship, Phone numbers, Email addresses, Home addresses, and any other relevant information

1)
2)
3)
4)

Licenses and Policies: Confirm you have/need copies, and where located

Marriage Certificate (certified copy):
Birth Certificate:

Car Insurance:
Home Insurance:
Life Insurance:

Banking and Business: Bank names and contact info

Checking account(s):
Savings account(s):
Other bank account(s):
401k(s):
Other savings/retirement funds:
Stocks:
Account(s) on auto-pay:
College savings (529 plan, etc):
Debt (credit cards, school loans):
Mortgage:

Passwords:

Home computer username and password:
Laptop username and password:
Online banking accounts:
Cell phone password:
Email(s):
Social networking sites (Facebook/Linkedin/Flickr/etc.):
Online accounts (Netflix, iTunes, Amazon, etc):

Medical and Health:

Medical Insurance: (company and account #)
Medications:
Existing Conditions:
Allergies:
Allergies to medications:
Primary Care Physician:
Specialist(s):
Therapist:
Pediatrician:
Other:
My medical records are located:

Other Information:

Getting Started: Your Living Will

Congratulations, you are close to getting your Living Will finalized, it doesn't take long.

1) Fill it in:
The items in red text are the items you need to fill in and personalize. The item in blue text is specific to females, should you have additional instructions in the case you are pregnant when/if your Living Will needs to be exercised. Males can ignore/delete that section.

2) Review it:
Read through it very carefully and make sure everything is clear to you. If you are confused, look it up or ask for help (or a ask a lawyer).

2) Sign it:
In WA State you need to sign in front of two witnesses (not your spouse, relative, or anyone listed in this document) and I recommend you get it notarized.

ADVANCE DIRECTIVE TO PHYSICIANS
(Pursuant to RCW 70.122.030)

Directive made this __24th__ day of _____January____, 2013.

Durable Power of Attorney for Health Care

I understand that my wishes as expressed in my advance directive 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, _____ (your full name) _____, as principal, designate and appoint the person(s) listed below as my attorney-in-fact for health care decisions.

First Choice:

Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____

If the above person is unable, unavailable, or unwilling to serve, I designate:

Second Choice:

Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____

Having the capacity to make health care decisions, willfully, and voluntarily make known my desire that my dying shall not be artificially prolonged under the circumstances set forth below, and do hereby declare that:

(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 persistent vegetative state.

(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 and 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 be 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 (initial and check **one** in each category):

Nutrition:

_____ ☐ I **DO** want to have artificially provided nutrition.
_____ ☐ I **DO NOT** want to have artificially provided nutrition.

Hydration:

_____ ☐ I **DO** want to have artificially provided hydration.
_____ ☐ I **DO NOT** want to have artificially provided hydration.

(d) 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. *(note: add your additional instructions here, and/or make clear if a pregnancy would impact your directives)*

(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.

Signed: ___(your full name)_____

Address: ___(your full address)_____

Each of us personally knows the person (the "declarer") signing her name above, and we believe that person to be of sound mind. The signature above was made in the presence of both of us. Neither of us is related to the declarer by blood or marriage nor is either of us, to our knowledge, entitled to any portion of the declarer's estate upon the declarer's death nor does either of us have any claim against any portion of the estate at this time. Neither of us is the attending physician, an employee of that physician, or an employee of a health care facility in which the declarer is a patient.

Witness 1

Signature:

_____

Printed Name:

_____

Witness 2

Signature:

_____

Printed Name:

_____

Getting Started: Your Will

Congratulations, you are close to getting your Will complete! Take a moment to feel good about it, now, let's get this DONE!

1) Fill it in:
The items in red text are the items you need to fill in and personalize. Items in blue text are some additional if/then items, like if you are married, if you have kids, etc.

2) Review it:
Read through it very carefully and make sure everything is clear to you. If you are confused, look it up or ask for help (or a ask a lawyer)

2) Sign it:
You need to sign in front of two witnesses (pick people not listed in your will) and I recommend you get it notarized.

Remember: Wills can change when you marry/divorce or have children, buy a home. Major life change = update your Will.

WILL

OF

GEORGE WASHINGTON

I, George Washington (also known as George Xavier Washington), residing in Seattle, King County, Washington, 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 that this is my Will.

Family

I have never been married.

I am not now married.

I am married to Martha Washington, and all references to "my spouse" in this Will are to her.

I have no children, living or deceased.

The names and birthdates of my children are as follows:

Robert Washington, born January 1, 1990
Susan Washington, born February 28, 1992

both of whom are now living. I have no deceased children.

The names and birthdates of my children are as follows:

William Washington, born June 15, 1985
Robert Washington, born January 1, 1990
Susan Washington, born February 28, 1992

Robert and Susan are now living. William is deceased leaving no living issue.

Gifts

Tangible Personal Property via Memorandum. I intend to dispose of one or more items of my tangible personal property (other than cash or property used primarily in trade or business) by one or more writings either written in my handwriting or signed by me and directing their disposition following my death. To the extent that I make such writings, the writings describe the items and the recipients of the property with reasonable certainty, and the writings are found within 30 days following the appointment of my Personal Representative, I give those items, together with any insurance on any specific item, to those of such designated recipients of the property who survive me by 30 days.

Real Property I give to my spouse if my spouse survives me by 90 days any interest I own in any real property, together with any insurance on the property.

Money. I give the following sums of money without payment of interest regardless of the date when paid:

$1,000 to my friend Sam Smith if he survives me by 30 days;
$5,000 to my business associate Jamal Jackson if he survives me by 30 days; and
$10,000 to the Salvation Army of Seattle, Washington.

Forgiveness of Debt. I forgive all indebtedness owed to me at my death by my brother Jeffrey Washington.

Possibility if Spouse + Issue:

Residue. I give the residue of my estate to my spouse if she survives me by 90 days. If my spouse does not survive me by 90 days, I give the residue of my estate in equal shares as follows:

- One share to each child of mine who survives me by 90 days, and
- One share to each child of mine who does not survive me by 90 days but who has descendants who do survive me by 90 days, by right of representation.

If none of my children or lower issue survives me by 90 days, I give the residue to my heirs, their identities and shares to be determined under Washington law in effect on the date of my death relating to the succession of separate property not acquired from a previously deceased spouse.

Possibility if Spouse but No Issue:

Residue. I give the residue of my estate to my spouse if she survives me by 90 days. If my spouse does not survive me by 90 days, I give the residue to my heirs, their identities and shares to be determined under Washington law in effect on the date of my death relating to the succession of separate property not acquired from a previously deceased spouse.

Possibility if No Spouse but Issue: **Residue.** I give the residue of my estate in equal shares as follows:

- One share to each child of mine who survives me by 90 days, and
- One share to each child of mine who does not survive me by 90 days but who has descendants who do survive me by 90 days, by right of representation.

If none of my children or lower issue survives me by 90 days, I give the residue to my heirs, their identities and shares to be determined under Washington law in effect on the date of my death relating to the succession of separate property not acquired from a previously deceased spouse.**Residue.** I give the residue of my estate in equal shares to those of the following persons who survive me by 90 days:

Able Washington,
Baker Washington,
Charlotte Washington, and
David Washington.

Residue. I give the residue of my estate to those of the following persons who survive me by 90 days:

20% percent of the residue to Able Washington;
30% percent of the residue to Baker Washington;
40% percent of the residue to Charlotte Washington; and
10% percent of the residue to David Washington.

If any of the foregoing residuary beneficiaries fails to survive me by 90 days, the gift or any portion of it that does not pass to the beneficiary shall be added on a prorata basis to the gifts to the remaining residuary beneficiaries.

Only if Living Trust.

Residue. I give the residue of my estate to the then current Trustee of the George Washington Trust, created by a Declaration of Trust dated January 1, 1999, to be held, administered, and distributed according to the terms and conditions of the Trust in effect at my death.

If the Trust is not then in existence, is revoked after the date of my Will, or fails for any reason, or if the foregoing gift is void, invalid, or ineffective, then I give the residue of my estate to the persons then serving or last serving (or to the persons who would have been their successors under the terms of the Trust if its provision, as they exist at the date of this Will, remained in effect at my death, as Trustee, under the Declaration of Trust evidencing the Trust, in trust, without bond, and according to the terms and provisions of the Trust as they last existed prior to the execution of this Will, which provisions are incorporated into this Will by this reference to the same extent and in the same manner as though they were set forth in this Will in full.

Contingent Residuary Beneficiary. If none of the foregoing residuary beneficiaries survives me by 90 days, then I give the residue of my estate to the Nature Conservancy.

Appointment of & Power to Appoint Custodian. If any beneficiary under my Will is under age 21 upon distribution of that beneficiary's gift, then I give that beneficiary's gift instead to my brother Jeffrey Washington as custodian for that beneficiary under the Washington Uniform Transfers to Minors Act. If my named custodian is unable or unwilling to serve or to continue to serve, then I authorize my Personal Representative, in his/her sole discretion, to select a custodian and distribute that beneficiary’s gift instead to the custodian for that beneficiary under the Washington Uniform Transfers to Minors Act.

Personal Representative

Nomination. I nominate the following persons in the order shown as my Personal Representative, each to serve without bond:

- Able Washington; or, if he is unable or unwilling to serve or to continue to serve,
- Baker Washington; or, if she is unable or unwilling to serve or to continue to serve,
- Charlotte Washington; or, if she is unable or unwilling to serve or to continue to serve,
- David Washington.

Nonintervention. I desire that my estate be managed, administered, distributed, and settled without Court intervention to the maximum extent permissible by law, for example, through the grant of Nonintervention Powers under Washington law.

Powers. In addition to all other powers conferred upon a Personal Representative by law, my Personal Representative shall have all the powers as regards the probate estate that a Trustee has as regards a trust estate under RCW 11.98.070 and without the need for notice, hearing, Court authorization, instructions, approval, or confirmation.

Debts, Expenses, Taxes, Etc. My Personal Representative shall pay any costs and expenses of last illness, funeral, and burial, debts and expenses of administration, and estate and inheritance taxes (together with any interest and penalties thereon) regarding any property in my probate and nonprobate estate from the residue of my probate estate.

Guardian

Nomination. If it would ever be appropriate to appoint a guardian for any child of mine, I nominate the following persons in the order shown as guardian of the person and estate of any such child, each to serve without bond:

- Able Washington; or, if he is unable or unwilling to serve or to continue to serve,
- Baker Washington; or, if she is unable or unwilling to serve or to continue to serve,
- Charlotte Washington; or, if she is unable or unwilling to serve or to continue to serve,
- David Washington.

Governing Law

The interpretation and construction of any provision of my Will shall be governed by the laws of the State of Washington as of my date of death. If any provision of my Will is unenforceable, its remaining provisions shall remain in full effect.

IN WITNESS WHEREOF, I have signed my Will:

On (Date) _____

At City,State) _____

_____

George Washington (Signature)

Attestation & Declaration under Penalty of Perjury

In accordance with RCW 9A.72.085, each of us declares under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. I am of legal age and competent to be a witness to a Will.
2. The Testator appears to me to be of legal age and sound mind and not acting under any duress, menace, fraud, or undue influence.
3. On the date and at the place shown immediately above, in my presence and in the presence of the other witnesses, the Testator declared this document to be his/her Will, requested me and the other witnesses to act as witnesses to his/her signing of the Will, and then signed the Will.
4. Immediately thereafter and at the Testator's request, I and the other witnesses signed the Will as witnesses in the presence of the Testator and each other, on the date and at the place shown immediately above the Testator's signature.

Signature	Printed Name & Address
_____	_____
Witness to Testator's Will	_____
	_____
_____	_____
Witness to Testator's Will	_____
	_____

Getting Started: Your Power of Attorney

Congratulations, this companion document to your Will names the person(s) you will name as your Power of Attorney to manage your assets and financial matters. It also appoints guardianship of your child(ren).

1) Fill it in:
The items in red text are your items you need to personalize. The item in blue text are for you to fill in with your selections. The paragraph in purple text is a note to you regarding guardianship and can be deleted from your final version.

2) Review it:
Read through it very carefully and make sure everything is clear to you. If you are confused, look it up or ask for help (or a ask a lawyer).

2) Sign it:
In WA State you need to sign in front of two witnesses (not your spouse, relative, or anyone listed in this document) and I recommend you get it notarized.

DURABLE POWER OF ATTORNEY
FOR ASSET MANAGEMENT

The principal, _____(your name)_____, residing in King County, Washington, hereby revokes all prior powers of attorney for asset management signed by the principal and designates the following, in order of preference and succession, as attorney-in-fact for the principal: 1. _____; 2. _____; 3. _____. If a named attorney-in-fact is unable or unwilling to so serve, the attorney-in-fact named next in succession shall serve. A written declination/resignation by, or death certificate of, the prior attorney-in-fact, or reasonable proof of the revocation of a named attorney-in-fact as set forth in Section 5 below, shall serve as conclusive evidence of the succeeding attorney-in-fact's authority to act.

1. Effectiveness of Powers

1.1. Effective Only Upon Disability of Principal. This power of attorney shall become effective only when the attorney-in-fact receives any of the following:

a. written evidence, from a court of competent jurisdiction, of the court's determination of the incapacity of the principal; or

b. written evidence, from the physician regularly attending the principal at that time, or, if there is no such physician, then from two qualified physicians, that the physician(s) believe the principal is disabled to the extent that the principal cannot manage his or her property and affairs for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, or chronic intoxication; or

c. written evidence, from any person who may reasonably be believed to have such knowledge, that the principal is in a condition of confinement, detention, or disappearance in such a manner that the principal cannot manage his or her property and affairs and that the principal is

likely to remain in such condition indefinitely or for any period exceeding thirty days.

The principal shall be conclusively presumed to be disabled or incapacitated if the principal suffers from a condition making the principal incapable of effectively managing the principal's own affairs. In furtherance of the foregoing and in contemplation of the protections afforded by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as the protections afforded by RCW 70.02.030, the attorneys-in-fact (in order of preference and succession) are hereby appointed, effective immediately, as the principal's agents and personal representatives (as those terms are used in the applicable statutes and regulations) and are hereby empowered to give any consent and execute any written authorization necessary for any physician or any related healthcare facility to release any and all of the principal's medical records and individually identifiable health information including, but not limited to, mental health records, solely for the determination of such disability or incapacity.

This instrument shall be a durable power of attorney. As such, this power of attorney shall not be affected by any uncertainty as to whether the principal is alive, and shall not be affected by any event or condition which would render the principal unable to manage his or her property or affairs, including but not limited to the following: incapacity, disability, confinement, detention, or disappearance.

2. Guardian for Children. The principal hereby designated the following persons, in order of preference and succession, to serve as guardian of the estate and person of any minor or otherwise incapacitated child of the principal, if a guardianship becomes necessary and the principal's spouse is unable or unwilling to so serve: 1. _____; 2. _____; 3. _____. This designation shall be effective upon the principal's disability or incapacity to act as guardian of the principal's children, and shall continue during the disability or incapacity of the principal. The principal authorizes such guardian to act without bond. If bond is nonetheless required, the principal requests that bond be accepted without surety and in the lowest possible amount. A guardian shall have the authority to change the domicile of a child of the principal at any time unless to do so would be adverse to the child's best interests.

Option: (if 2 or more persons are appointed and your intention is to have a couple assume guardianship)

In the event two or more persons have been designated jointly, it is the principal's intent that they serve as co-guardians. In the event the principal has designated a married couple to serve as guardians, it is on the condition that they are married and living as husband and wife on the date of the inception of the guardianship and should that not be the case, the next designated couple or individual shall serve.

3. Powers. The attorney-in-fact shall have all of the powers of an absolute owner over the assets and liabilities of the principal, whether real or personal and whether located within or without the state of Washington. This power of attorney shall be construed and interpreted as a general power of attorney granting to the attorney-in-fact the power to act in the principal's place and stead to the fullest extent permitted by law and shall include all powers granted to trustees by the Washington Trust Act of 1984 and any amendments thereto (which list is incorporated herein by this reference). The enumeration of specific items, rights, acts, or powers herein shall not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted the attorney-in-fact. The attorney-in-fact has the power and authority:

3.1. Real and Personal Property. To purchase, receive, take possession of, lease, sell, convey, exchange, endorse, pledge, mortgage, release, hypothecate, encumber or otherwise dispose of property or any interest in property (including life insurance and annuity policies), whether real, personal, mixed, tangible or intangible;

3.2. Financial Accounts. To exercise any and every right and power which the principal may now or later have in respect to any and all savings, checking, brokerage or agency accounts (including but not limited to custodial accounts) maintained or owned by or on behalf of the principal with institutions (including, without limitation, banks, savings and loan companies, escrow agents, trustees, and securities dealers). This power shall include the

authority to maintain and close existing accounts, to open, maintain and close other accounts, and to borrow on, or to make deposits, transfers, exchanges, and withdrawals with respect to all such accounts, and shall include without limitation all savings, checking, or agency accounts;

3.3. Safety Deposit Boxes. To enter all safe deposit boxes and envelopes or other safekeeping accounts, including, without limitation, the power and authority to enter and remove items from any safe deposit box to which the principal has a right of access, to open any such accounts for the principal in the principal's name, and to give instructions in respect of and make deposits in and make withdrawals from any and all such accounts whether or not the same have been opened by the attorney-in-fact;

3.4. Claims. To pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness against the principal;

3.5. Money Due. To demand, sue for, collect and receive all debts, accounts, inheritances, dividends, annuities, interests in real and personal property, and rights to the possession or use of such property;

3.6. Legal Proceedings. To participate in any legal action in the name of the principal, on behalf of the principal, or otherwise involving the principal. This shall include: (a) actions for attachment, execution, eviction, foreclosure, indemnity, and any proceedings for equitable or injunctive relief; and (b) legal proceedings in connection with the authority granted in this document, including without limitation proceedings under RCW 11.94;

3.7. U.S. Bonds. To purchase and sell United States treasury bonds which may be redeemed at par in payment of federal estate tax;

3.8. Transact Business. To make, do and transact all and every kind of business of every kind and description, including without limitation: to act as the principal's attorney or proxy in respect to any stock, shares, bonds, or other securities or investments, rights, or interest the principal may now or hereafter hold; and to form, dissolve and otherwise deal with any type of business entity, including without limitation, a limited partnership or a limited liability company;

3.9. Federal and State Taxes. To represent the principal in all tax matters; to prepare, sign, and file federal, state, and local income, gift and other tax returns of all kinds, including, where appropriate, joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time to file returns and/or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts, including the tax court, regarding tax matters, and any and all other tax-related documents, including but not limited to consents and agreements under Section 2032A of the Internal Revenue Code of 1986, as amended, and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service and any state and local taxing authority with respect to any open tax year, and to allocate any generation-skipping tax exemption to which the principal is entitled;

3.10. Advisers. To engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and assist the principal and the attorney-in-fact in connection with any and all matters involving or in any way related to the principal or any property in which the principal has or may have an interest or responsibility;

3.11. Act for Fiduciary. To the extent permitted by law, in any case in which the principal may now or hereafter be a fiduciary, to exercise for the principal, and in the principal's name, place, and stead, any or all of the powers and authorities granted thereby;

3.12. Gifts. To make gifts of the principal's property during the principal's lifetime; provided, however, that any such gift shall be made only to the principal's spouse or to descendants (including legally adopted descendants) and spouses of descendants of the principal, including but not limited to use of the principal's lifetime unified credit and/or generation skipping tax exemptions, and also to make gifts to charities, including but without limitation, those to which the principal has previously made gifts. This power shall include, without limitation, the power to make such gifts to, or from, any account, guardianship estate, custodianship or trust from which, or to which, the principal could make such gifts, and the power to cause the custodian, guardian or trustee to pay or accept such. If the property however, is subject to

trust, then this power may only be exercised in a manner whereby the trustee distributes the property to the principal so that the principal (or the principal's legal guardian or attorney-in-fact) may independently use such property for such gifting purposes. The attorney-in-fact may also create one or more trusts, including charitable trusts, to receive such gifts for the benefit of any of the persons or charities named in this section. The `attorney-in-fact shall not be in breach of the attorney-in-fact's fiduciary duty to the principal for gifts made or withheld in good faith;

3.13. Gifts to Attorney-in-Fact. Subject to the limitations set forth in Section 4.1 below, if the attorney-in-fact is within the group of persons named in Section 2.12 above, to make gifts of the principal's property and assets to the attorney-in-fact, the spouse of the attorney-in-fact and the descendants of the attorney-in-fact, and any transfers made pursuant to this section shall not be deemed to be a breach of fiduciary duty by the attorney-in-fact;

3.14. Qualifying for Assistance. To make transfers of the principal's property, including but not limited to transfers to the principal's spouse and gifts to the principal's descendants and their spouses, for the purpose of qualifying the principal for governmental medical assistance or the limited casualty program for the medically needy to the full extent provided by the law should there be a need for medical care or for the purpose of preserving for the principal's spouse the maximum amount of property allowed under applicable law if an application has been made for governmental medical assistance; any transfers made pursuant to this paragraph shall not be deemed to be a breach of fiduciary duty by the attorney-in-fact. This power shall include the right to revoke any community property agreement when the terms of such an agreement would result in disqualification of the principal for medical assistance or any limited casualty program for the medically needy. This power shall only apply in the event the principal requires, or is reasonably expected to require, the type of services and benefits available under such programs. This paragraph shall not be construed to prohibit transfers which would cause there to be a waiting period or disqualification, if in the attorney-in-fact's judgment, incurring the waiting period or disqualification is in the long run best interest of the principal and the principal's estate. The provisions of the preceding paragraph regarding powers to cause distributions from a trust for gifting purposes are hereby incorporated in this paragraph respecting the types of transfers and gifts contemplated by this paragraph;

3.15. Contracts. To provide for, and enter into contracts for, the support, maintenance, health emergencies, and urgent necessities of the disabled or incapacitated principal;

3.16. Disclaimers. To make and file disclaimers under federal or state law, notwithstanding Section 4 of this document;

3.17. Agreements; Beneficiary Designations. To make, amend, alter or revoke any community property agreement, agreement as to status of property, or other document of similar import entered into by the principal and the principal's spouse, and to make, amend, alter or revoke any of the principal's (i) life insurance beneficiary designations, (ii) annuity beneficiary designations, (iii) employee benefit plan beneficiary designations, (iv) trust agreements, (v) registration of the principal's securities in beneficiary form, (vi) payable on death or transfer on death designations; (vii) designation of persons as joint tenants with right of survivorship with the principal with respect to any of the principal's property, (viii) 529 and similar plans, and (ix) provisions for non-probate transfer at death contained in any other non-testamentary instruments described in RCW 11.02.091. The foregoing changes may be made in favor of the attorney-in-fact and other persons or entities to the same extent that gifting is permitted under this instrument;

3.18. Retirement Plans. To roll over any qualified plan assets into a spousal or inherited individual retirement account ("IRA") for the benefit of the principal, to establish other IRA accounts for the principal, including Roth IRA's, to consolidate or merge IRA accounts, to change the beneficiaries of any such IRA, to make elections regarding the form and timing of payments from any IRA, and to take any other actions regarding IRA's and any other retirement plans, in which the principal has an interest;

3.19. Revocable Trusts. To fund any of the principal's revocable (living) trusts which have been established by the principal either alone or in conjunction with the principal's spouse, by executing any and all documents, including without limitation, change of beneficiary designations and ownership forms on any and all IRAs, annuities, retirement plans, profit sharing plans, life insurance policies, joint tenancy and other accounts; stock powers,

assignments, bills of sale, deeds, endorsements and the like; as may be required to carry out the principal's purposes as set forth in such revocable trust(s). Notwithstanding the foregoing, this paragraph shall only apply with respect to a trust if the principal then has the power (whether or not the principal can effectively exercise it because of disability or otherwise) to amend, modify or revoke such trust with respect to property attributable to the principal;

3.20. Transfers to Trust. The attorney-in-fact shall have the authority to transfer assets of all kinds to the trustee of any trust which:

a. is for sole benefit of the principal with respect to the principal's separate property, or

b. is for the sole benefit of the principal and the principal's spouse as to community property, and

c. which terminates at the principal's death as to the principal's property with the principal's property distributable to the personal representative of the principal's estate for distribution as part of the principal's estate or to one or more of the principal's surviving descendants or to a trust or trusts for such descendants, or to any charity or charities then described in Sections 170(c), 2055(a), and 2522(a) of the Code.

3.21. Powers of Appointment. To exercise any general or limited power of appointment granted to the principal under any Will, trust or other instrument. The exercise of a testamentary power of appointment shall not be deemed a testamentary disposition.

4. Limitations on Powers. The powers of the attorney-in-fact under this document are subject to the following limitations:

4.1. No Limitations on Gifting. With respect to the gifting powers of the attorney-in-fact set forth in the various subsections of Section 3, the attorney-in-fact shall have unlimited gifting powers so long as in the reasonable discretion of the attorney-in-fact such action would be in the best interests of the principal.

4.2. No Changes to Will or Codicils. The attorney-in-fact shall not have the power to make, alter amend or revoke (each such action being referred to as a "change") any Will or codicil previously signed by the principal, unless such change to a Will or codicil is made with the approval of a court of competent jurisdiction. For purposes of this subsection 4.2, the exercise of any power set forth in Section 3 above shall not be deemed a change in the principal's Will or codicil.

4.3. Fiduciary Limitations. All actions of the attorney-in-fact under this document are subject to the attorney-in-fact's fiduciary duty to the principal, and all such actions shall be made in good faith and for the principal's benefit.

4.4. No General Power of Appointment. Notwithstanding any provision of this power of attorney or of applicable law seemingly to the contrary, any right or power exercisable by the attorney-in-fact, which would otherwise constitute a general power of appointment in the attorney-in-fact under Sections 2041 or 2514 of the U.S. Internal Revenue Code, may only be exercised by the attorney-in-fact in his or her favor for the purpose of providing for the attorney-in-fact's health, education, support or maintenance as described in Section 2041 or 2514 of the U.S. Internal Revenue Code and the applicable regulations adopted by those sections.

5. Suspension and Termination of Effectiveness. If the principal's spouse is named as the principal's attorney-in-fact under this document, the designation of the principal's spouse as attorney-in-fact shall be deemed revoked (i) upon the filing of any proceeding for the dissolution of our marriage or for legal separation, or (ii) if the principal's spouse and the principal are living separate and apart, are not reconciling, and the principal has no intent to continue the marriage.

In addition, the effectiveness of this power of attorney shall be terminated upon the destruction of the original by the principal, or amended, terminated or suspended when the attorney-in-fact receives any of the following:

5.1. A copy of a written instrument amending, revoking or suspending the durable power of attorney, signed by: (a) the principal; or (b) the duly appointed guardian of the estate of the principal, but only after court approval of such revocation or suspension; or

5.2. Actual knowledge or receipt of written notice of the death of the principal; or

5.3. A copy of a subsequently signed power of attorney revoking all powers of attorney previously signed by the principal.

In addition, if this power of attorney has been recorded, the written instrument of revocation shall be recorded in the office of the recorder or auditor of any county in which the power of attorney was recorded.

6. Accounting. Upon request of the principal, or the guardian of the estate of the principal, or the personal representative of the principal's estate, the attorney-in-fact shall account for all actions taken by the attorney-in-fact for or on behalf of the principal. The attorney-in-fact shall keep a reasonable record of all actions taken on the principal's behalf. Records shall include check statements, cancelled checks, check registers, mutual or stock fund statements, and similar items, and shall be kept until at least one year after the death of the principal.

7. Guardian. If it becomes necessary to appoint a guardian of the principal's person or estate, the principal hereby nominates the attorneys-in-fact named above in order of preference and succession to serve in that capacity.

8. Reliance. The attorney-in-fact and all persons dealing with the attorney-in-fact shall be entitled to rely upon this power of attorney for so long as neither the attorney-in-fact nor any person with whom the attorney-in-fact deals at the time of any act taken pursuant to this power of attorney has received actual knowledge or actual notice of any revocation, suspension or termination of the power of attorney by death or other legal instrument. This power of attorney shall not be rendered ineffective by the passage of time alone, and the passage of time from the date of execution shall not, alone, be reason for a person dealing with the attorney-in-fact to refuse to rely on this document.

Any action so taken shall be binding on the heirs, devisees, legatees and personal representative of the principal.

9. Indemnity. The principal, any guardian for the principal, and the estate of the principal (as well as the principal's heirs, successors and assigns) shall hold harmless and indemnify the attorney-in-fact from all liability for acts done in good faith and not in fraud of the principal, provided, however, this indemnity shall not extend to acts or omissions constituting gross negligence or intentional wrongdoing. Subject to the foregoing limitations, this indemnity shall also extend to any loss suffered or liability incurred because the attorney-in-fact acted in accordance with this document prior to the attorney-in-fact's receipt of written notice of any such termination or amendment hereof.

10. Compensation. The attorney-in-fact shall be reimbursed for all costs and expenses reasonably incurred and shall receive at least annually, without court approval, such reasonable compensation for services performed as attorney-in-fact as is reasonable in the community for like services performed as attorney-in-fact and/or as guardian of the principal's estate.

11. Photocopies. The attorney-in-fact is authorized to make photocopies of this document as frequently and in such quantity as the attorney-in-fact deems appropriate. The principal directs that a photocopy be given the same force and effect as the original.

12. Statutory References. All references made to the Internal Revenue Code or the "IRC" shall mean the Internal Revenue Code of 1986, as amended, or any corresponding provisions of succeeding law. All references made to the statutes, legislative acts of any jurisdiction, or any regulations include any applicable successor legislation or regulations.

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

14. Applicable Law. The laws of the state of Washington, and specifically RCW Chapter 11.94, as amended from time to time, shall govern this

durable power of attorney. The principal intends for this durable power of attorney to be honored in any jurisdiction where it may be presented, and for any such jurisdiction to refer to Washington law to interpret and determine the validity of this document and any of the powers granted under this document.

DATED: _____, 2013.

_____

Principal

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ signed this document and acknowledged it to be the principal's free and voluntary act for the uses and purposes mentioned in the document.

DATED _____

_____

Printed Name: _____
NOTARY PUBLIC in and for the
State of Washington
Residing at _____
My commission expires _____

NOTARY
SEAL