

ABIGAIL [REDACTED] TRUST

Established by Terri [REDACTED] parent of Abigail [REDACTED]

Timothy [REDACTED], Trustee

Dated 8/17/15

ABIGAIL [REDACTED] TRUST

This Trust is established by Terri [REDACTED] parent of Abigail [REDACTED] ("beneficiary"), Abigail [REDACTED] as Grantor, and with Timothy [REDACTED] of Sammamish, Washington, as the initial Trustee.

This Trust is established under the provisions of 42 U.S.C. §1396p(d)(4)(A) and 42 U.S.C. §1382b(e)(5). Terri [REDACTED] understand that the Trust will allow Abigail [REDACTED] to preserve eligibility for government benefits based upon her disabilities.

1. Trust Property

Terri [REDACTED] hereby establishes an irrevocable Trust, assigning to Trustee all right, title, and interest in and to such property as set forth in attached Schedule "A" and Trustee shall hold all property IN TRUST for purposes and on the conditions set forth in this agreement.

The Trust shall consist of property transferred to Timothy [REDACTED] as Trustee of the Abigail [REDACTED] Trust. Trustee shall hold the property in trust for the purposes and on the conditions set forth in this Trust. At no time shall such property become available to Abigail [REDACTED] or be placed in her possession, except as otherwise provided herein. This Trust shall be known as the "Abigail [REDACTED] Trust."

2. Additional Property

Grantor or any other person reserves the right to add to the corpus of the Trust herein created, as long as the property is acceptable to Trustee, and any property so added shall be held, administered and distributed as part of such Trust.

3. Spendthrift

No right, title, interest or equity in any of the trust estate or the income or interest or equity in any of the trust estate or the income or increase thereof shall vest in the beneficiary until actual payment to her by Trustee, and no part of either principal, interest, or increase shall be liable for the debts, present or future, of the beneficiary or shall be subject to the right on the part of any of her

creditors to seize or reach the same under any write or by any proceeding at law or in equity. The beneficiary shall not have any power to give, grant, sell, convey, mortgage, pledge, or otherwise dispose of, encumber, assign or anticipate the principal, income or increase of said trust estate.

4. Purpose of the Trust

The Trust is to provide for the special needs of the beneficiary. It is the intent of the parties that this Trust will supplement but not supplant the government benefits that would be available to her if this Trust did not exist. This Trust meets the requirements of § 1917(d)(4)(A) of the Social Security Act (42 U.S.C. § 1396p(d)(4)(A), § 1613(e)(5) of the Social Security Act (42 U.S.C. §1382b(e)(5)), and implementing regulations of the Department of Social and Health Services for the State of Washington.

- (a) The beneficiary is under the age of 65 when this Trust was established.
- (b) The Trust is established by the beneficiary's parent.
- (c) The Trust is for the sole benefit of a beneficiary who is disabled.
- (d) The Trust is irrevocable and may not be amended by the beneficiary.
- (e) The Trust provides that upon the beneficiary's death or other termination of this Trust and before distribution to any residual beneficiary of this Trust, any remaining Trust property shall first be used to defray the costs to the Washington State Department of Social and Health Services, or any successor agency, of Title XIX Medical Assistance benefits, or similar benefits, paid on behalf of the beneficiary.

5. Dispositive Provisions

The Trustee shall hold, administer and distribute the Trust estate as follows:

a. The Trustee is directed to hold said funds for the use and benefit of the beneficiary until the termination of said Trust per section 5, below. The beneficiary was born on June 15, 1994, and is now twenty-one (21) years of age. Subject to the conditions and directives herein, Trustee shall manage the Trust and have complete discretion over the timing, amount, and character of disbursements of Trust funds for the beneficiary's needs. The beneficiary shall not have access to the funds or control over how the funds are spent.

b. The express purpose of the Trust is to provide for extra and supplemental care for

beneficiary resulting from her disabilities that are not met by other government or charitable programs for disabled individuals. This can include, but not be limited to, dental care, durable medical equipment, education, therapy, training and treatment, provided that it is over and above the benefits Abigail [REDACTED] is receiving as a result of need or disability from any local, state or federal government program, or from any private or charitable agency. Special needs may also include but not be limited to the purchase of exempt personal assets, appropriate travel, recreation and entertainment, prepaid burial arrangements for the beneficiary and taxes. Trustee, in the exercise of Trustee's best judgment and fiduciary duty, shall administer the Trust so as to preserve and optimize public benefits that Abigail [REDACTED] is receiving or would like to qualify for, including Supplemental Security Income (SSI), Medicaid and stated funded medical programs. In applying the trust estate for the supplemental benefit of the beneficiary, Trustee shall take into consideration the applicable resource and income limitations for the government benefit programs for which the beneficiary is eligible.

c. This is a discretionary trust and Trustee shall have the absolute and sole discretion to determine the amount and nature of any disbursements for the benefit of the beneficiary. Although Trustee's responsibility to administer this Trust to ensure eligibility for payment of government benefits is an element of their fiduciary duty under the terms of this Trust, Trustee shall be exempted and held harmless from liability for failure to administer this Trust so as to allow the beneficiary to obtain government benefits or for the loss of such government benefits except in cases of gross negligence or willful misconduct.

d. If at any time a change of law or the terms of the Trust jeopardize ongoing eligibility, Trustee shall have the discretion to utilize funds in any way necessary to retain or allow eligibility for needs-based programs such as Supplemental Security Income or Medicaid. If the terms of this Trust can be amended to retain or allow eligibility for needs-based programs such as Medicaid, Trustee shall have authority, with prior court approval, to make such amendments as are necessary for this purpose.

e. All distributions from the Trust shall be consistent with stated purpose of the Trust. Any income not distributed in a calendar year shall be accumulated or added to principal at the

discretion of Trustee.

f. The King County Superior Court shall have jurisdiction over this Trust until it is terminated by its terms. The probate Code, Chapter 11 Revised Code of Washington, and applicable court rules of procedure shall apply to the administration of this Trust.

6. Termination of the Trust and Residual Beneficiary

a. The Trust shall terminate upon the earlier of the following:

- i. the distribution of all principal and income;
- ii. the death of the beneficiary and the distribution of the corpus as directed herein; or
- iii. the end of the beneficiary's disability.

b. Upon the death of the beneficiary, the end of the beneficiary's disability, or the termination of the Trust, whichever comes first, and before distribution to any residual beneficiary of this Trust, any remaining Trust property shall first be used to defray the costs to the Washington State Department of Social and Health Services, or any successor agency, of Title XIX Medical Assistance benefits, or other similar benefits, paid on behalf of the beneficiary, as required by 42 U.S.C. § 1396p(d)(4)(A) as amended or any other applicable provision of federal or state law.

c. Upon the death of the beneficiary, and subject to paragraph (b) above, Trustee shall pay for the following expenditures:

- (i) goods or services authorized by the Trustee but for which payment has not yet been made;
- (ii) income or other taxes owing by the Trust; and
- (iii) reasonable fees, costs, and expenses of Trustee.

d. If this Trust terminates under the provisions of Section Five Paragraph (a)(ii) above, any Trust assets that are remaining after distribution of the sums set forth in Section 5 (b) and (c) shall be distributed by Trustee to beneficiary's heirs at law, per capita with representation.

e. If at any time due to a change of law, or if the terms of the Trust otherwise jeopardize ongoing eligibility, Trustee shall have discretion to utilize funds in any way necessary to retain or allow eligibility for needs-based programs such as Supplemental Security Income or Medicaid.

f. The beneficiary reserves a testamentary power of appointment to change the residual beneficiaries of this Trust, with respect to both accumulated income and principal. This power of appointment shall be exercised by special reference to this power in the beneficiary's Last Will and Testament and shall be limited to specifically named individuals, living at the time the power of appointment was exercised.

7. Trustees

a. The term "Trustee" as used herein shall refer to any and all those persons acting as such, individually or jointly, from time to time.

b. The Trustee specifically named herein shall not be required to give bond or other security in any jurisdiction where they may be called on to act, except as ordered by this court.

c. Trustee may resign at any time by appointment of a successor Trustee. Initial Co-Trustee shall be Timothy [REDACTED]. If Timothy shall be unwilling or unable to serve as Trustee, Terri [REDACTED] shall serve as sole Trustee. Any successor Trustee shall meet the requirements for a Trustee provided in SPR 98.16W of the Washington Court Rules and shall be appointed by the Court. The beneficiary and Trustee shall receive written notice thirty days in advance of the resignation, replacement, or intent to remove a Trustee. Abigail [REDACTED] cannot serve as Trustee or appoint a successor Trustee. Any interested party may petition the court to remove a Trustee, for good cause shown.

8. Irrevocability

The Trust shall be irrevocable, and Abigail [REDACTED] expressly waives all rights and powers, whether alone or in conjunction with others, and regardless of when or from what source she may heretofore or hereafter have acquired such rights or powers, to alter, amend, revoke, or terminate the Trust, or any of the terms of this agreement, in whole or in part, or to designate the

persons who shall possess or enjoy the trust property or the income therefrom. Abigail [REDACTED] intends to and does relinquish absolutely and forever all possession and control of the trust estate.

9. Tax Status

For federal income tax purposes, this Trust shall be treated as a "Grantor Trust" pursuant to Sections 671 to 679 of the United States Revenue Code of 1986.

10. Administrative Provisions:

a. Accounting: Trustee shall prepare annual accountings. The accounting shall include a summary of all transactions, assets, income, expenditures, fees, and investment activity during the prior accounting reporting period. A copy of the accounting shall be mailed to the beneficiary, to any court-appointed Guardian for the beneficiary, DSHS, and to the Social Security Administration. The provisions of the Trustees Accounting Act are waived.

b. Accounting of Prior Trustee: A successor Trustee may accept a predecessor's accounting without independent review or audit upon the assumption of duties and shall not be liable for any loss sustained during or attributable to the period in which a predecessor served as Trustee.

c. Powers of the Trustee: Except as otherwise provided herein, Timothy [REDACTED] or any successor Trustee shall have the responsibility for financial management of the trust estate. Except as otherwise provided herein, Trustee shall have all rights, powers and duties given by law, including those set forth in the Washington Trust Act, which Act is incorporated herein by this reference. In addition, Trustee shall have full power and authority:

- (i) Power to Retain, Sell, Exchange or Repair: To hold any property that Trustee receives or acquires under the Trust, for as long as Trustee deems it advisable; to manage, control, sell, lease, convey, exchange, improve or repair trust property, as Trustee deems it advisable.
- (ii) Determination of Principal and Income: To determine what is principal or income and what charges are allocable to either, which authority shall specifically include the right to accumulate income and to make any adjustments between principal and income for premiums, discounts, depreciation or depletion, in making such determination the Trustee may but shall not be required to, apply the Washington Principal and Income Act.

- (iii) Contractual Services: To employ agents, depositories, investment advisors, bookkeepers, attorneys, clinical specialists, case managers or other persons as in Trustee's judgment are reasonably necessary for the management and protection of the Trust, to provide supportive services to the beneficiary or for the maintenance of proper accounts or records of the Trust. Compensation for such services shall be charged against the principal or income of the Trust, or both, in such proportions as Trustee shall determine to be proper.
- (iv) Investment Powers: To invest and reinvest the trust assets as Trustee shall determine to be prudent under circumstances then prevailing but without being limited in the character of investments by an statutory or other governmental limitation on the investment of trust funds. Provided such actions are determined to be appropriate by Trustee acting as a fiduciary, Trustee may execute all documents necessary to open and maintain brokerage and other financial accounts.
- (v) Payment of Taxes: To make estimated tax payments or pay other tax liabilities of Abigail [REDACTED] from the Trust. Trustee is relieved from liability for loss of income resulting from overpayments or penalties for underpayment of such estimated tax.
- (vi) Power to Insure: To purchase at Trust expense, insurance of such kinds and in such amounts as Trustee deems advisable to protect the Trust estate and Trustee against any hazard and to exercise all rights of ownership and control contained in the policies.
- (vii) Power to Litigate and Compromise Claims: To commence or defend such litigation with respect to the Trust or any property of the trust estate as Trustee may deem advisable, at the expense of the Trust and to compromise or otherwise adjust any claims or litigation against or in favor of the Trust.
- (viii) Compensation to Trustee: To receive compensation for reasonable services as Trustee and reimbursement for reasonable out of pocket expenses.
- (ix) Power to Amend: To amend or reform the terms of this Trust in order to carry out the intentions of the parties to this Agreement in the event that the laws or regulations concerning benefit programs change in the future or in order to make technical amendments to this Trust to enable Trustee to administer the Trust in accordance with the intention of the parties as expressed herein. No amendment or reformation shall make the Trust revocable, authorize distributions for the benefit of any person other than Abigail [REDACTED] or otherwise alter the requirements for a special needs trust contained in 42 U.S.C. § 1396p(d)(4)(A) or 42 U.S.C. § 1382b(e)(5) as amended or any other applicable provision of federal or state law. In no event shall Trustee have or create any power or authority under this provision that constitutes a general power of appointment under the IRC §2041 and applicable regulations. The power of amendment or reformation shall be specific to Trustee and the beneficiary shall not have any right, power or authority to alter, amend, modify or terminate the Trust or any of its terms.

d. Uniform Trustee's Accounting Act: Trustee shall not be required to comply with the Uniform Trustee's Accounting Act or any amendment to that act.

e. Distribution of Assets: Upon the termination of any trust, share in trust, or any interest in any trust created herein, Trustee may distribute assets in kind, including undivided interests therein, and may do so without regard to the income tax basis of any specific property allocated to any beneficiary. Trustee shall be the sole administrator of the Trust property at the death of Abigail [REDACTED]

f. Accrued Income: Income accrued or unpaid on trust property when received into the trust estate shall be treated as any other income. Income accrued or held undistributed by Trustee at the termination of any interest or estate under the trust shall go to the beneficiaries entitled to the next eventual interest in the proportion in which they take that interest.

g. Compliance with Court Orders: In addition to complying with the terms of this Trust, Trustee shall be subject to and comply with all court orders entered by the Court having jurisdiction over this Trust, regarding the administration of the Trust.

11. Miscellaneous Provisions

a. Law Governing Trust: The situs of this Trust shall be in Washington State and all questions pertaining to the administration of this Trust or the construction or validity of this Trust shall be governed by the laws of the State of Washington.

b. Gender and Number: Unless some other meaning and intent is apparent from the context, the plural shall include the singular and vice versa. Masculine, feminine, and neutral words shall be used interchangeably.

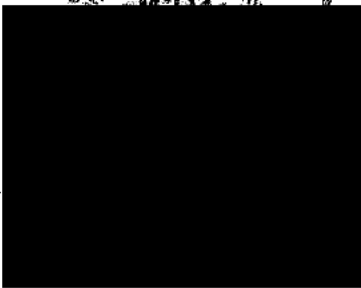
ESTABLISHED THIS DATE 8/17/15

TERRI [REDACTED]
TERRI [REDACTED] PARENT OF BENEFICIARY

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Terri [REDACTED] Trustor, is the person who appeared before me, and said persons acknowledged signing this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned herein.

Dated: August 17, 2015



Notary Public in and for the State of Washington
Residing in: NEWCASTLE
My Commission Expires: 2-28-16

The foregoing Trust instrument was delivered, and is hereby accepted, at The Home
Washington on this date 8/17/2015.

Accepted by:
Timothy [REDACTED] trustee

WHEN RECORDED RETURN TO:

Filed for record at the request of:

I, **ABIGAIL [REDACTED]** as principal and as a resident of the State of Washington, hereby revoke any powers of attorney I may have given in the past, and as authorized by Chapter 11.04 of the Revised Code of Washington, as amended, hereby designate and appoint **Timothy [REDACTED]** as my attorney-in-fact (referred to below as " Agent"). I intend that this appointment not be limited by any disability I may have in the future.

1. POWERS

A. The Agent is hereby authorized to do and perform all acts in the Principal's place and stead as fully as the Principal might do and perform such acts as principal. Specifically included within this general authority, and not by way of limitation (except as specifically provided), shall be the following powers and authority:

- 1.1 **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.
- 1.2 **Financial Accounts.** To deal with accounts (including, but not limited to custodial accounts), maintained or owned by or on behalf of the Principal with instructions (including, without limitation, banks, savings, and loan associations, credit unions, stock brokerages, custodians, trust 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 such amounts.
- 1.3 **Monies Due.** To request, demand, recover, collect, endorse and receive all monies, debts, accounts, gifts, inheritances, bequests, dividends, annuities, rents and other payments due the Principal.

- 1.4 **Claims Against the Principal.** To pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness against the Principal and, in so doing, use any of the Principal's funds or other assets for the Agent and obtain reimbursement out of the Principal's funds or other assets.
- 1.5 **Legal Proceedings.** To participate in any legal action in the name of the Principal or otherwise. This shall include: (a) actions for attachment, execution, eviction, foreclosure, indemnity, and any other proceedings for equitable or injunctive relief; and (b) legal proceedings in connection with the authority granted in this instrument.
- 1.6 **Written Instruments.** To sign, seal, execute, deliver and acknowledge all written instruments and do and perform each and every act and thing whatsoever which may be necessary or proper in the exercise of the powers and authority to granted to the Agent as fully as the Principal could do if personally present.
- 1.7 **Proxies.** 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.
- 1.8 **Agents.** With respect to all or any of the matters or things herein mentioned and upon such terms as the Agent shall think fit to engage, and dismiss agents, counsel and employees, and to appoint and remove substitutes.
- 1.9 **Taxes.** The Agent shall have the authority to represent the Principal in all tax matters; to prepare, sign and file federal, state, and local income, gift and other tax returns, claims for refunds, requests, for extensions of time to file 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, to pay taxes due, collect and make such disposition of refund of refunds as the Agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and any state and local taxing authority; to exercise any elections the Principal may have under federal, state or local tax law; to allocate any generation-skipping tax exemption to which the Principal is entitled; and generally to represent the Principal or obtain professional representation for the Principal in all tax matters and proceedings of all kinds. To engage, compensate and discourage attorneys, accountants and other tax and financial advisors and consultants to represent and assist the Principal in connection with any and all tax 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.

- 1.10 **Social Security & Disability Administration.** To apply for, correspond, manage and represent Principal in any and all dealings with the Social Security Administration and/or Disability Administration. This power shall include but not be limited to the ability of Agent to apply for any and all services available through Social Security and/or the Disability Administration for the benefit of the Principal. Agent shall also have power to manage any account and/or funds received from the Social Security and/or Disability Administration by Principal.
- 1.11 **Health Care.** To provide for the Principal's support, maintenance, health and urgent necessities, including full authority to provide informed consent on the Principal's behalf for healthcare (pursuant to RCW 7.70 and 11.94.010(3)) or medical treatment when the Principal is unable to do so, and to act as the Principal's guardian in such circumstances. The power also extends to authorizing any document necessary to leave the hospital against provider advice, or "refusal to permit treatment", or waive/release of liability forms, except that my attorney-in-fact shall honor any existing *DIRECTIVES TO PHYSICIANS/LIVING WILL* I may have signed.
- 1.12 **Disclaimers, Releases and Exercise of Powers of Appointment.** To disclaim pursuant to Chapter 11.86 of the Revised Code of Washington or otherwise, all or any assets, property or interest to which the Principal might otherwise be entitled to as a beneficiary (as the term is defined in RCW 11.86.011 or otherwise), the power pursuant to RCW 11.95 (or otherwise) to release in whole or part any power of appointment the Principal may possess, and the power to exercise any general power of appointment the Principal possesses in favor of the Principal or the Principal's estate.
- 1.13 **Gifts to Qualify for Assistance.** Subject to paragraph 3 below, to make transfers to the Principal's spouse and/or family members pursuant to RCW 11.94.050, as amended from time to time, which would not be prohibited by applicable law or regulation, including RCW 74.09 and applicable rules and regulations there under (as amended from time to time), for the purposed of qualifying the Principal for medical assistance (Medicaid), Community Options Program Entry System Project (COPES), the limited casualty program for the medically needy or other similar public or private assistance. 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 1.15 shall not be construed to prohibit transfers which would cause there to be a waiting period or disqualification, if the Agent'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 paragraph 1.13 above regarding powers to cause distributions from a trust for gifting purposes are hereby incorporated in this

paragraph, 1.15, respecting the types of transfers and gifts contemplated by this paragraph 1.15.

1.14 **United State Treasury Bonds.** To purchase United States Treasury Bonds which may be redeemed at par value in payment of federal estate taxes

2 **Ascertainable Standard.** Notwithstanding any provision of this power of attorney or of applicable law seemingly to the contrary, any right or power exercisable by the Agent, which would otherwise constitute a general power of appointment in the Agent under sections 2041 or 2514 of the Code, may only be exercised by the Agent in her favor for the purpose of providing for the Principal's health, education, support or maintenance.

3 **Accounting.** The Agent shall keep all reasonable record of actions taken on the Principal's behalf and shall be reimbursed for all costs and expenses reasonably incurred, in addition, the Agent, shall be entitled to receive at least annually, without court approval, reasonable compensation for services performed on the Principal's behalf. The Agent may waive this right to compensation from time to time.

4 **Guardian.** If it becomes necessary to appoint a guardian of the Principal's person or estate, the Principal hereby nominates the designated Agent to serve in that capacity.

5 **Effectiveness.** This power of attorney shall become effective immediately.

6 **Durable Nature.** All acts done by the Agent during any period of the Principal's disability, incapacity or uncertainty as to whether the Principal is dead or alive shall have the same effect and inure to the Principal's benefit and bind the Principal or the Principal's guardians, heirs, beneficiaries, and personal representatives as if the Principal were alive, competent and not disabled. This Power of Attorney shall not be affected by the disability of the Principal.

7 **Mental Health Directive.** This Power of Attorney does not give my Power of Attorney authority to revoke, suspend, alter or change the Mental Health Directive that was signed simultaneously with this Power of Attorney.

8 **REVOCATION.** This Power of Attorney shall remain in effect until revoked or until my death. I may **REVOKE** this Power of Attorney by giving written notice to the Agent and, if the Power of Attorney has been recorded, by recording the written instrument of revocation in the county office where deeds are recorded. If I give notice of revocation after my Agent has certified that I lack the mental capacity to make important decisions, then my Agent's Power of Attorney shall be suspended, unless and until a Court determines that the revocation was not effective.

9 **Indemnity.** The Principal and the Principal's estate shall hold harmless and indemnify the Agent from all liability for actions (or omissions) done in good faith and not in fraud of the Principal, provided, however, this indemnity shall not extent to acts or omissions constituting gross negligence or intentional wrongdoing.

- 10 **Reliance.** Any person acting without negligence and in good faith is reasonable reliance on this Power of Attorney shall not incur any liability thereby. Any action taken, unless otherwise invalid or unenforceable, shall be binding on all heir, beneficiaries and personal representatives of the Principal.
- 11 **Governing Law.** This Power of Attorney shall be governed, construed and interpreted in accordance with the internal laws of the State of Washington, without regard to choice of law or conflicts of law principles.

IN WITNESS WHEREOF, I have hereunto set my hand in the State of Washington this 16th day of September, 2014.




ABIGAIL 

On this day, personally appeared before me, a person I know to be Abby Schmidt, individually described in and who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16th day of September, 2014.



Printed Name: 
NOTARY PUBLIC in and for the State of
Washington, residing at: King County, WA
My commission expires: 09/15/2015

