COMMUNITY PROPERTY AGREEMENT

Grantor (Husband): ____________________________________________________________
Grantee (Wife): ______________________________________________________________

THIS AGREEMENT between _____________________________________________________ ("Husband"), and _____________________________________________________________ ("Wife"), Husband and Wife, both of whom reside in the State of Washington, is made and entered into on ________________________________.

In consideration of their mutual agreements set forth below, the parties agree as follows:

1. Property Covered. This Agreement shall apply to all property now owned or hereafter acquired by Husband and Wife (except assets specifically excluded below or for which a separate beneficiary designation has been or is hereafter made by Husband or Wife, and approved by the other spouse) even though some items may have been or may be purchased or acquired by one or the other or both or may have been or may be registered in the name of one or the other or both. If Husband dies and Wife survives him, any separate property of Husband which is owned by Husband at the time of his death (except assets for which Husband has made a separate beneficiary designation other than by Will) shall become and be considered community property vested as of the moment of his death, and if Wife dies and Husband survives her, any separate property of Wife which is owned by Wife at the time of her death (except assets for which Wife has made a separate beneficiary designation other than by Will) shall become and be considered community property vested as of the moment of her death.

2. Property Excluded. This Agreement shall not apply to the following specifically excluded separate property of Husband (describe; if none, so state) __________________________________________________________

   This Agreement shall not apply to the following specifically excluded separate property of Wife (describe; if none, so state) __________________________________________________________

3. Vesting at Death of a Spouse. If Husband dies and Wife survives him, all of the community property shall vest in Wife as of the moment of his death. If Wife dies and Husband survives her, all of the described community property shall vest in Husband as of the moment of her death.

(CONTINUED)
4. **Automatic Revocation.** The provisions of this Agreement shall be automatically revoked upon the filing by either party of a petition, complaint or other pleading for separation, dissolution or divorce; or immediately prior to death, if the order of death cannot be ascertained.

5. **Optional Revocation by One Party.** If either party becomes disabled, the other party shall have the power to terminate the provisions of paragraph 2, and each party designates the other as attorney-in-fact to become effective upon disability to exercise such power. The termination shall be effective upon the delivery of written notice thereof to the disabled spouse and to the guardian(s), if any, of the person and of the estate of the disabled person. For the purposes of this paragraph, a spouse shall be deemed disabled if the disabled spouse’s regularly treating physician, if available, and if not, any physician duly licensed to practice medicine in the State of Washington, signs a statement declaring that the spouse is unable to manage his or her own affairs.

6. **Powers of Appointment.** This Agreement shall not affect any power of appointment now held by or hereafter given to Husband or Wife or both of them, nor shall it obligate Husband or Wife or both of them to exercise any such power of appointment in any way.

7. **Revocation of Inconsistent Agreements.** To the extent this Agreement is inconsistent with any provisions of any community property agreement or other arrangement previously made by the parties that affects the described community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date stated above.

------------------------------------------------------------------------------------------------------------------
Husband                                                            Wife
------------------------------------------------------------------------------------------------------------------

STATE OF WASHINGTON, County of _________________________________) ss.

I certify that I know or have satisfactory evidence that _______________________________ and _______________________________ are the individuals who appeared before me, and who 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 ________________________________

Notary Public for Washington
My appointment expires ____________________