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Filed for record at the request of: Peter J. Mozena Attorney at Law 15835 Boones Ferry Road Lake Oswego, OR 97035

COMMUNITY PROPERTY AGREEMENT

Agreement made on the date below signed, between Rocky W. Hamilton ("Husband") and Louisa A. Rose ("Wife"), husband and wife, both of whom are domiciled in the State of Washington. In consideration of their mutual agreements set forth below, the parties agree as follows:

1. PROPERTY COVERED:

This Agreement shall apply to all community property now owned or hereafter acquired by Husband and Wife (except for assets of any kind for which a separate beneficiary designation of any kind including but not limited to payable on death designations or transfer on death designations, has been or is hereafter made by Husband or Wife), 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. Assets are defined in this agreement in the broadest sense to include all real and personal property of any kind both tangible and intangible.

If Husband dies and Wife survives, any separate property of Husband which is owned by Husband (except for assets of any kind for which a separate beneficiary designation of any kind

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including but not limited to payable on death designations or transfer on death designations, has been or is hereafter made by Husband or Wife) 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 for assets of any kind for which a separate beneficiary designation of any kind including but not limited to payable on death designations or transfer on death designations, has been or is hereafter made by Husband or Wife) shall become and be considered community property vested as of the moment of her death. All such property is referred to in this Agreement as the "described community property."

2. <u>VESTING AT DEATH OF SPOUSE</u>:

If Husband dies and Wife survives him, all of the described community property shall vest in Wife as of the moment of Husband's death. If Wife dies and Husband survives her, all of the described community property shall vest in Husband as of the moment of Wife's death.

3. <u>DISCLAIMER</u>:

Upon the death of either spouse, the surviving spouse may disclaim any interest passing under this Agreement in whole or in part, or with reference to specific parts, shares or assets thereof, in which event the interest disclaimed shall pass as if the provisions of paragraph 2 had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition.

4. <u>AUTOMATIC REVOCATION</u>:

The provisions of paragraph 2 shall be automatically revoked (a) upon the filing by either party of a petition, complaint or other pleading for separation, dissolution or divorce; or (b) Upon

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the establishment of a domicile out of the State of Washington by either party; or (c) 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 a person duly licensed to practice medicine in the State of Washington signs a statement declaring that the person 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. <u>REVOCATION OF INCONSISTENT AGREEMENTS</u>:

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.

8. ACCOUNTS, CERTIFICATES OF DEPOSITS, ETC. AND OTHER TRANSFERS AND CONSENT

Any account and all accounts, insurance policies, investment funds, mutual funds, IRAs, 401(k)s, deferred compensation plans, stocks, bonds, certificates of deposit, or other monetary

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documents or instruments which name another individual on such account (e.g. joint accounts), or other investments or securities, any of which are designated by beneficiary, transfer on death, payable on death, or other transfer effective by operation of law on death shall transfer as stated therein and not pursuant to this agreement or any Last Will and Testament.

By way of supplementation and clarification, I intend that the individual or individuals so named therein shall take such funds or proceeds or right thereto of any asset so described, and such shall not pass under this agreement Last Will and Testament, but shall pass according to the terms of such account, certificates of deposit, monetary document, or any of the above designated assets. This document hereby constitutes each of our consents respectively to the extent that the described transfers or designations are related to community property or otherwise. Any account, investment fund, mutual fund, IRA, 401(k), deferred compensation plan, stocks, bonds or other investments or securities designated by beneficiary, transfer on death, payable on death, shall transfer as stated therein and not pursuant to this Last Will and Testament.

All accounts, certificates of deposit, or other monetary documents or instruments which name another individual on such account, certificate of deposit, or monetary document or instrument, I intend that the individual so named shall take such funds or proceeds or right thereto, and shall not pass under this Will, and shall pass according to the terms of such account, certificates of deposit, or monetary document or instrument.

IN WITNESS WHEREOF, the said Husband and Wife have hereunto set their signatures this 11th day of March, 2014.

Rocky W. Hamilton, Husband

Louisa A. Rose, Wife

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STATE OF OREGON) ss: County of Clackamas)

On this day, personally appeared before me, Rocky W. Hamilton and Louisa A. Rose, to me known to be the individuals described in and who executed the within and foregoing Community Property Agreement, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal on this 11th day of March, 2014.

OFFICIAL SEAL
PETER J MOZENA
NOTARY PUBLIC - OREGON
COMMISSION NO. 489522
MY COMMISSION EXPIRES AUGUST 01, 2016

Notary Public for Oregon
My commission expires: 8/1/2016

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