



202206150037

06/15/2022 11:42 AM Pages: 1 of 21 Fees: \$223.50
Skagit County Auditor

When recorded return to:

Candace Conacher
1601 8th Street
Anacortes, WA 98221

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2022 2469
JUN 15 2022

Amount Paid \$ ~~0~~
Skagit Co. Treasurer
By Deputy

LT

AFFIDAVIT: LACK OF PROBATE
(With Statement of Community Property)

GRANTOR:	BRIAN THOMSON, now deceased
GRANTEE:	CANDACE CONACHER, surviving spouse
LEGAL DESCRIPTION:	ANACORTES, BLOCK 142, LOT 1 & 2 & E ½ LOT 3
ASSESSOR'S PROPERTY TAX PARCEL OR ACCOUNT NO.	3772-142-003-0003 (P101342)
REFERENCE NOS. OF DOCUMENTS ASSIGNED OR RELEASED:	N/A

CANDACE CONACHER, being first duly sworn, deposes and says:

The undersigned Affiant is the rightful heir, as listed in the section entitled Heirs at Law below, to the real property described below, and is the surviving spouse of **BRIAN THOMSON** who died on June 28, 2020, at Seattle, King County, Washington. A certified copy of the Death Certificate is attached hereto as Exhibit "A."

Real Property Description

Lots 1 and 2 and the East 15 feet of Lot 3, Block 142, "MAP OF THE CITY OF ANACORTES," as per plat recorded in Volume 2 of Plats pages 4 through 7, records of Skagit County, Washington.

Property Status Agreement

Decedent and the undersigned entered into an Agreement as to Status of Property dated November 16, 2018, executed in the presence of a duly authorized notary, which states that all property of the Decedent and the surviving spouse is community in character. The undersigned declares under the penalty of perjury under the laws of the State of Washington that such Agreement has not been revoked, and that a true and correct copy is attached as Exhibit "B."

Status of Will

Decedent also left a last Will dated November 16, 2018, in favor of the surviving spouse, which has not been probated or revoked, a true and correct copy of which is attached as Exhibit "C."

Heirs At Law

Affiant hereby identifies all heirs at law of the Decedent:

Name and Address	Age	Relationship to Decedent
Candace Conacher 1601 8th Street Anacortes, WA 98221	Adult	Surviving Spouse
Jessica Heckerling 123 Colonial Road New Canaan, CT 06840	Adult	Daughter
Katherine Beatty 5 Hawthorne Avenue Larkspur, CA 94939	Adult	Daughter
B. Alexander Thomson 325 NE 89 th Street Seattle, WA 98115	Adult	Son

The Affiant states of her own knowledge that each of the obligations of the Estate of Brian Thomson, including but not limited to the debts of the Decedent, last illness, funeral and burial, promissory notes, installment contracts, mortgages, income tax, and state and federal succession taxes, if any, have been paid in full or provided for by the Affiant.

This Affidavit is made as an inducement to each purchaser and each title insurer of the above-described property to treat the title thereto, or title to an interest therein, relieved from interference of the said Decedent, his heirs, creditors, and the taxing authorities.

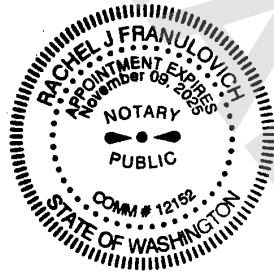
DATED this 5th day of May, 2022.


CANDACE CONACHER, Affiant

State of Washington)
) :ss
County of Skagit)

I certify that I know or have satisfactory evidence that **CANDACE CONACHER**, is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes in the instrument.

Dated this 5th day of May, 2022.




Rachel Franulovich, Notary Public
My appointment expires 11-09-2025

Exhibit "A"
Death Certificate

Exhibit "A"
Death Certificate

STATE OF WASHINGTON DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH



CERTIFICATE NUMBER: 2020-029674

DATE ISSUED: 05/26/2022
FEE NUMBER: 4605161266

FIRST AND MIDDLE NAME(S): BRIAN
LAST NAME(S): THOMSON

COUNTY OF DEATH: KING
DATE OF DEATH: JUNE 28, 2020
HOUR OF DEATH: 10:30 PM
SEX: MALE AGE: 73 YEARS
SOCIAL SECURITY NUMBER: [REDACTED]

HISPANIC ORIGIN: NO, NOT SPANISH/HISPANIC/LATINO
RACE: WHITE

BIRTH DATE: [REDACTED]
BIRTHPLACE: EMSDETEN GERMANY

MARITAL STATUS: MARRIED
SURVIVING SPOUSE: CANDACE CONACHER

OCCUPATION: CINEMATOGRAPHER
INDUSTRY: FILM
EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED
US ARMED FORCES: NO

INFORMANT: CANDACE CONACHER
RELATIONSHIP: WIFE
ADDRESS: 1601 8TH ST, ANACORTES WA 98221

CAUSE OF DEATH:
A: DRUG-INDUCED PNEUMONITIS
INTERVAL: 9 WEEKS
B: CHEMOTHERAPY FOR PANCREATIC CANCER
INTERVAL: 4 MONTHS
C: PANCREATIC CANCER
INTERVAL: 5 MONTHS
D:
INTERVAL:

OTHER CONDITIONS CONTRIBUTING TO DEATH: ALZHEIMER'S DEMENTIA,
CHRONIC OBSTRUCTIVE PULMONARY DISEASE

DATE OF INJURY:
HOUR OF INJURY:
INJURY AT WORK:
PLACE OF INJURY:

LOCATION OF INJURY:

CITY, STATE, ZIP:
COUNTY:
DESCRIBE HOW INJURY OCCURRED:

IF TRANSPORTATION INJURY, SPECIFY: NOT APPLICABLE

PLACE OF DEATH: HOSPITAL
FACILITY OR ADDRESS: VIRGINIA MASON HOSPITAL
CITY, STATE, ZIP: SEATTLE, WASHINGTON 98101

RESIDENCE STREET: 1601 8TH ST
CITY, STATE, ZIP: ANACORTES, WA 98221
INSIDE CITY LIMITS: YES COUNTY: SKAGIT
TRIBAL RESERVATION: NOT APPLICABLE
LENGTH OF TIME AT RESIDENCE: 25 YEARS

FATHER: UNKNOWN
MOTHER: IRA ADA [REDACTED]

METHOD OF DISPOSITION: CREMATION
PLACE OF DISPOSITION: FIRST CREMATION SERVICES KENT

CITY, STATE: KENT, WASHINGTON
DISPOSITION DATE: JULY 01, 2020

FUNERAL FACILITY: THE CO-OP FUNERAL HOME OF PEOPLE'S
MEMORIAL
ADDRESS: 2011 1ST AVE N
CITY, STATE, ZIP: SEATTLE, WASHINGTON 98109
FUNERAL DIRECTOR: KIMBERLY A. FORSYTHE

MANNER OF DEATH: NATURAL
AUTOPSY: NO
WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE
CAUSE OF DEATH: NOT APPLICABLE
DID TOBACCO USE CONTRIBUTE TO DEATH: NO
PREGNANCY STATUS IF FEMALE: NO RESPONSE

CERTIFIER NAME: MICHAEL INGRAHAM, MD
TITLE: PHYSICIAN
CERTIFIER ADDRESS: 1100 9TH AVENUE
CITY, STATE, ZIP: SEATTLE, WA 98101
DATE SIGNED: JUNE 29, 2020

CASE REFERRED TO ME/CORONER: NO
FILE NUMBER: NONE
ATTENDING PHYSICIAN: NOT APPLICABLE

LOCAL DEPUTY REGISTRAR: DIANE BOGAN
DATE RECEIVED: JULY 01, 2020

Affidavit for Correction

This is a legal document. Complete in ink and do not alter.

Mail to: Center for Health Statistics
P.O. Box 47814
Olympia, WA 98504-7814
360-236-4300

STATE OFFICE USE ONLY

State File Number	Fee Number	Initials	Date	Affidavit Number
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Required	Required information must match current information on record			
	Record Type: <input type="checkbox"/> Birth <input type="checkbox"/> Death <input type="checkbox"/> Marriage <input type="checkbox"/> Dissolution (Divorce)			
	1. Name on Record: First Middle Last		2. Date of Event: MM/DD/YYYY	3. Place of Event: City, State, Country
	4. Father/Parent Full Birth Name (Spouse A for Marriage or Dissolution) First Middle Last/Maiden		5. Mother/Parent Full Birth Name (Spouse B for Marriage or Dissolution) First Middle Last/Maiden	
	6. Name of Person Requesting Correction: Relationship to <input type="checkbox"/> Self <input type="checkbox"/> Guardian <input type="checkbox"/> Informant <input type="checkbox"/> Hospital Person on Record: <input type="checkbox"/> Parent(s) <input type="checkbox"/> Funeral Director <input type="checkbox"/> Other (specify) _____			

7. Return Mailing Address: PO Box or Street Address	
Telephone Number: ()	Email Address:

Use the section below for requesting any changes on the record. The record is incorrect or incomplete as follows:

The record currently shows:	The true fact is:
8.	9.
10.	11.
12.	13.

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

14a. Signature:	14b. Signature of 2nd parent (if required):
Printed name:	Printed name:
Date:	Date:

INSTRUCTIONS – go to www.doh.wa.gov for more information

Required proof documentation must be submitted with the affidavit and include full name and birth date. Examples of proof documentation include:

- Birth/Marriage/Divorce record
- Military record (DD-214)
- School transcripts
- Social Security Numident Report
- Certificate of Naturalization
- Hospital/medical record
- Copy of Passport / Enhanced ID
- Green/Permanent Resident card (I-551)

You cannot use a Driver's license, Social Security card, or hospital decorative birth certificate as proof documentation.

Birth Certificates

1. Only a parent(s), legal guardian (if the child is under 18), or the named individual (if 18 or older) may change the birth certificate.
2. **The proof(s) must match** the asserted fact(s). For example, if the affidavit says the name should be Mary Ann Doe, the proof must show the name to be Mary Ann Doe.
3. Proof documentation must be five or more years old or established within five years of birth.
4. This affidavit cannot be used to add a parent to a birth certificate (use Acknowledgment of Parentage from DOH 422-159).

Child under 18

- If legal guardian(s), include certified court order proving guardianship.
- Up to age one or up to one year following the filing of an Acknowledgment of Parentage form, last name can be changed once to either parents' name on certificate (can be any combination of the first, middle or last names); thereafter, a court order is required to change the last name.
- No proof is required to change the first or middle name.*
- To correct parent's information, one proof documentation is required.
- To correct the sex of the child, one proof documentation from a medical provider is required.

Adult (18 years or older)

- Only the adult can change their own birth certificate.
- If the first or middle name is missing, three pieces of proof documentation are required.
- If the first, middle and/or last name is misspelled, or month and/or day of birth is incorrect, two pieces of proof documentation are required.
- To correct parent's birth date, place of birth, or name, one proof documentation is required.

*To change any part of the name of a child using this form, **signatures from both parents listed on the certificate are required.** If one parent is deceased, submit a death certificate with request.

Death Certificates

1. Only the informant may change the non-medical information without proof documentation. The funeral director, executors/administrators, or a family member may change the non-medical information with proof documentation. Family members are spouse or registered domestic partner, parent, sibling, or adult child or stepchild. Marital status requires a certified court order if someone other than the informant is requesting the change.
2. The medical information (cause of death) may be changed only by the certifying physician or the coroner/medical examiner.

Marriage/Dissolution (Divorce) Certificates

1. Personal facts (minor spelling changes in name, date or place of birth, or residence) may be changed by the person with one piece of proof documentation.
2. To change the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must complete and submit the affidavit.



This is a true and exact certification of the record officially registered and on file with the Washington State Department of Health, issued under the authority of Chapter 70.58 RCW, and at the direction of Jean Remsbecker, State Registrar.

Jean Remsbecker

Certificate not valid unless the Seal of the State of Washington changes color when heat applied.



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Exhibit “B” Property Status Agreement

AGREEMENT AS TO STATUS OF PROPERTY

THIS AGREEMENT is made and entered into this 16th day of November, 2018, by and between **BRIAN THOMSON** ("Husband") and **CANDACE CONACHER-THOMSON** ("Wife"), pursuant to the provisions of RCW 26.16.120, providing for agreements between husband and wife concerning the status of their property.

IT IS HEREBY AGREED AS FOLLOWS:

1. Status of Property. The parties hereby agree that all of the property now owned or hereafter acquired by either (except for after-acquired property which may be designated as separate property by Husband or Wife and approved in writing by the other spouse), even though some items may have been acquired by one or the other or both, or may have been registered or titled in the name of one or the other or both, shall constitute their community property under the laws of the State of Washington. All such property is referred to in this agreement as the "described community property."

2. Property Held in Joint Tenancy. Property held by the parties in joint tenancy, and any transfer or attempted transfer of community property into joint tenancy form, shall not change its status as community property. Holding of such property in joint tenancy, or any transfer or attempted transfer, shall be deemed to be for the convenience of the parties only, and for all intents and purposes such property shall be and remain community property, unless otherwise agreed to by the parties in writing.

3. Automatic Revocation. This agreement shall terminate and become void upon the filing by either party of a petition, complaint, or other pleading for legal separation, dissolution of marriage, or divorce.

4. Revocation of Inconsistent Agreements. To the extent this agreement is inconsistent with the provisions of any community property agreement or other agreement previously entered into 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.

5. Waiver. The parties have been advised of their right to be represented by independent counsel prior to signing this agreement and hereby expressly waive that right.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.



BRIAN THOMSON



CANDACE CONACHER-THOMSON

STATE OF WASHINGTON }
COUNTY OF SKAGIT } SS.

I certify that I know or have satisfactory evidence that **BRIAN THOMSON** and **CANDACE CONACHER-THOMSON** are the persons who appeared before me, and said persons 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 16th day of November, 2018.



Laurie Bradley Gibson
Printed Name LAURIE BRADLEY GIBSON
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 8/30/21

AGREEMENT AS TO STATUS OF PROPERTY

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Exhibit “C” Will

Exhibit “C”
Will

WILL
of
BRIAN THOMSON

I, **BRIAN THOMSON**, of Skagit County, Washington, declare this to be my Will and hereby revoke all prior Wills and Codicils made by me. I am of legal age and competent to make this Will.

ARTICLE I
Identification of Family

My immediate family consists of my wife, **CANDACE CONACHER**; our adult son, **B. ALEXANDER THOMSON**; and my two (2) adult daughters from a prior marriage, namely: **JESSICA H. HECKERLING** and **KATHERINE H. BEATTY**. No other children were born to or adopted by me or my wife. Except as expressly provided herein, I make no other provision for any relative of mine or of my wife who may survive me.

As used herein, the terms "wife" shall mean my above-named wife; "child" or "children" shall mean my above-named children; and "descendants" and "issue" shall mean lawful lineal issue of every degree, provided an adopted person shall be treated as a descendant only if such adoption shall have occurred prior to the adopted person's twenty-first (21st) birthday.

ARTICLE II
Tangible Personal Property

A. Tangible Personal Property List. I have or may prepare a list of tangible personal property with directions as to how the same should be distributed upon my death. I hereby incorporate into this Will any such list now existing or which may hereafter be prepared by me. Any property distributed pursuant to any such list shall be treated as a specific bequest and not as part of a legatee's remaining distributive share, if any. If my wife survives me, the list shall be considered an expression of my desire about how such property should ultimately be distributed on the death of my wife; provided that, if my wife joins in the gift of any or all items of listed tangible personal property, such items may be distributed on my death as directed. My estate shall indemnify and hold my Personal Representative harmless in acting in reliance upon any such list(s) in making distributions of tangible personal property. If such a list is not found or identified within ninety (90) days after my death, then it shall be presumed that such a list does not exist and any subsequently discovered list shall be deemed ineffective.

TESTATOR'S INITIALS: 

DATED: NOVEMBER 16, 2018

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B. Gift of Tangible Personal Property. I give to my wife, if she survives me by thirty (30) days, all of my interest in any tangible personal property not otherwise distributed in accordance with a list prepared in accordance with paragraph A above, including but not limited to personal automobiles, household furniture and furnishings, wearing apparel, jewelry, artwork, photographs, silverware, crystal, and other articles for personal use, recreation, and enjoyment.

C. Remainder of Personal Property. The balance of my tangible personal property not distributed in accordance with paragraphs A or B above shall be divided among my children who survive me, as they may agree. If my said children do not agree to such a division as to all or any portion of my tangible personal property within 120 days of my death, I give my Personal Representative the authority to: (1) make an equitable division among my said children of any such remaining tangible personal property; and/or (2) sell or otherwise dispose of any items not agreed upon or distributed, and make an equitable division among my said children of any proceeds from the sale thereof. It is my preference, but not direction, that any family heirlooms stay within the family of origin, unless otherwise agreed upon.

D. Storage and Shipping. The cost of storing, insuring, packing, and shipping any item of personal property passing under this Article may, in the sole discretion of my Personal Representative, be charged as a cost of administration and not to the recipient of the property. My Personal Representative may exercise this power as to some items and not as to others, as my Personal Representative deems proper.

ARTICLE III


Distribution of Residue

The residue of my estate, after giving effect to the gifts in Article II above and after payment of any taxes and debts attributable to my estate and the costs of administration (the "residue"), shall be distributed as follows:

A. Wife Surviving. I give, devise, and bequeath the residue of my estate to my wife, **CANDACE CONACHER**, if she survives me.

B. Wife Disclaims. If my wife survives me, but disclaims any property or interests passing to her or for her benefit at the time of my death, whether under any provision of this Will, by the provisions of any other instrument, or by any other method, and such property or interests are or become subject to this Will, then such disclaimed property shall be distributed to the Trustee of the Disclaimer Trust established in Article IV below (Disclaimer Trust), for administration in accordance with the terms thereof.

C. Wife Not Surviving. If my wife does not survive me, then I direct that the residue of my estate be distributed in accordance with Article V below (Distribution on Survivor's Death).

TESTATOR'S INITIALS: 

DATED: NOVEMBER 16, 2018

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ARTICLE IV
Disclaimer Trust

If my wife, **CANDACE CONACHER**, survives me but disclaims the right to any property or interests that are or become subject to the provisions of this Will, then all such disclaimed property shall be held in trust, by my wife as Trustee, for the following uses and purposes and upon the following terms and conditions:


A. Purpose of Disclaimer Trust. The purpose of the trust shall be to provide for the health, education, support, and maintenance of my wife while she is living, in accordance with her accustomed standard of living to the fullest extent practicable. In making distributions in accordance with this purpose, it is my desire but not direction that Trustee take into consideration any estate tax consequences on my wife's death, in an attempt to minimize the impact of estate and transfer taxes on both of our estates. The trust shall be known as the "Disclaimer Trust."

B. Distributions of Income. Trustee shall pay to or apply for the benefit of my wife all net income of the trust, preferably monthly but no less frequently than annually.

C. Discretionary Distributions of Principal. Trustee shall pay to or apply for the benefit of my wife so much principal as the Trustee deems advisable to accomplish the trust purpose in paragraph A above. In making discretionary distributions of principal, the comfort and needs of my wife shall be primary to Trustee's consideration of any remainder beneficiaries to the trust.

D. Marital Deduction; Restrictions on Distributions. In the event it may be prudent for my Personal Representative to elect, under §2056(b)(7) or §2056A of the Internal Revenue Code ("Code") and/or under similar provisions of applicable state law, to treat any portion of the property passing under this Article IV as qualified terminable interest property ("QTIP"), or as necessary to treat the trust as a qualified domestic trust ("QDOT"), so as to qualify such property for the state and/or federal marital deduction and thereby reduce the exposure of my estate to state or federal estate taxes, then the portion of the trust for which such a QTIP or QDOT election has been made need not be segregated but shall be accounted for separately. In addition, as to any portion of the trust for which a QTIP or QDOT election has been made, all net income from such portion shall be required to be distributed to my wife during her lifetime in convenient installments, no less frequently than annually, and all distributions of principal from such portion shall be permissible only to my wife or for her benefit, during her lifetime.

E. Qualified Domestic Trust. Except as provided in subparagraph E.6 below, if my wife survives me and if she is not a United States citizen at my death or at a time subsequent to my death such that property passing to her qualifies for the marital deduction under §2056(d)(4) of the Code or applicable state law, then notwithstanding any other provisions herein to the contrary, the following provisions shall apply to any trust or trust portion (referred to in this paragraph E as "the trust") for which an election under paragraph D above has been made:

TESTATOR'S INITIALS: 

DATED: NOVEMBER 16, 2018

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1. United States Trustee. At all times, at least one Trustee of the trust shall be an individual citizen of the United States or a United States domestic corporation ("U.S. Trustee"). No distribution of principal from the trust may be made without the approval of the U.S. Trustee.

2. Right to Withhold. The U.S. Trustee shall have the right to withhold from any distribution of principal the amount of tax imposed on such distribution under §2056A(b) of the Code or applicable state law.

3. Payment of Taxes. Any taxes imposed under §2056A(b) of the Code or applicable state law upon distributions of principal from the trust shall be paid by the trust, first from sums withheld pursuant to subparagraph E.2 above, and then from the trust estate.

4. Administration. The trust shall contain and be governed by such provisions as prescribed by regulations promulgated under §2056A(a)(2) of the Code, or applicable state law, as amended from time to time, and shall be held, administered, invested, and distributed by Trustee only as is consistent with such regulations.

5. Not Applicable if Wife U.S. Citizen. This paragraph E regarding a Qualified Domestic Trust shall not apply if:

(a) My wife becomes a United States Citizen before the day on which any timely filed federal estate tax return is made; and


(b) My wife was a resident of the United States (within the meaning of §2056(d)(4)(A) of the Code and applicable state law) at all times after the date of my death and before becoming a United States Citizen.

6. Security Arrangements. No security arrangements shall be necessary except as required to comply with regulations promulgated under §2056A(a)(2) of the Code or applicable state law. Trustee may alternate between any security arrangements described in such regulations, provided that, at all times during the term of the trust, one of the arrangements is operative.

7. Personal Residence. For purposes of determining the fair market value of assets subject to security arrangements under subparagraph E.6 above, Trustee is authorized to make any elections allowed under the Code, state law, and/or applicable regulations with regard to any real property used by my wife as a personal residence.

8. Termination. The provisions of this paragraph E shall terminate at such time as my wife becomes a United States Citizen and the need for the protections of a QDOT no longer applies, at which time the U.S. Trustee shall be discharged of any obligations under this instrument.

F. Family Residence. To the extent any portion of a family residence, whether primary or

TESTATOR'S INITIALS: 

DATED: NOVEMBER 16, 2018

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secondary, is a part of a trust created under this Article IV, it is my desire that my wife continue to occupy or have use of the same, rent-free, as long as she desires and pursuant to the provisions of paragraph VIII.M below (Residence).

G. Disposition on Death of Wife. Upon the death of my wife, the successor Trustee shall distribute all of the assets then remaining in the trust, or any portion thereof, in accordance with the provisions of Article V below (Distribution on Survivor's Death); provided that any accumulated net income shall be distributed to my wife's estate.

ARTICLE V **Distribution on Survivor's Death**

A. Disposition of Residue. Upon my wife's death, or upon my death if my wife fails to survive me, I direct that the assets remaining in any trust established for the benefit of my wife under Article IV above (Disclaimer Trust), or constituting the residue of my estate, as the case may be, after payment of or provision for debts and the costs of administration, and after any specific distributions in accordance with this instrument, shall be divided in equal shares and distributed one (1) share to each of my children who survives my wife and me by sixty (60) days, and one (1) share by right of representation to the surviving descendants of any child who fails to so survive my wife and me, subject to the withholding provisions of paragraph B below (Withholding Provisions), if applicable.

B. Withholding Provisions. Any share of my estate passing to a beneficiary under the age of twenty-five (25) years at the time of distribution may be transferred by my Personal Representative or trustee, as the case may be, to a custodian appointed by such Personal Representative or trustee pursuant to the Washington Uniform Transfers to Minors Act (RCW 11.114), or similar act in the beneficiary's state of residence (the "applicable Act"), to be held, managed, and distributed pursuant to the applicable Act for the benefit of such beneficiary until the beneficiary attains the age of twenty-five (25) years, or the oldest age allowed under the applicable Act, whereupon the custodianship shall terminate. Should the beneficiary die prior to the termination of the custodianship, any part then held by the custodian shall be distributed to said beneficiary's estate, subject to the withholding provisions of this paragraph, as and if applicable.

ARTICLE VI **Protective Provision**

Neither the income nor the principal of any trust created by this Will shall be alienable by any beneficiary, whether income or remainder beneficiary, either by assignment or by any other method, and the same shall not be subject to being taken by a beneficiary's creditors or by any representative thereof, by any process whatever, including, but not limited to, proceedings in bankruptcy, nor shall the same be available to satisfy a beneficiary's obligation to support any other person. This provision shall not limit the exercise of any power of appointment or the right to disclaim.

TESTATOR'S INITIALS: 

DATED: NOVEMBER 16, 2018

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ARTICLE VII**Trustee**

A. Trust for Spouse. I have appointed my wife, **CANDACE CONACHER**, as Trustee of any trust established for my wife's benefit under Article IV above (Disclaimer Trust). In the event she is or becomes unable or unwilling to so serve, then I appoint my son, **B. ALEXANDER THOMSON**, as alternate or successor Trustee; and if he is unable or unwilling to so serve, then I appoint my daughter's husband, **JEREMY HECKERLING**, as alternate or successor Trustee. Each of the above-named individuals, in order of priority listed, shall have the power to name or appoint an alternate or successor Trustee, to serve in the event none of said individuals is able or willing to serve as Trustee.

In the event it is necessary to appoint a U.S. Trustee, pursuant to paragraph IV.E above, I nominate and appoint my son, **B. ALEXANDER THOMSON**, as such U.S. Trustee. **ALEXANDER** shall have the power to name or appoint an alternate or successor U.S. Trustee, to serve in the event he is unable or unwilling to serve as U.S. Trustee.

B. Resignation. Any Trustee may resign without approval of the court by providing written notice of such resignation to the income beneficiary, the income beneficiary's acting attorney-in-fact under an effective durable power of attorney, or the income beneficiary's court-appointed guardian, and such resignation shall be effective upon the resigning Trustee's providing an accounting of trust assets in a manner satisfactory to the next successor Trustee, as indicated by a written acceptance of trust assets and approval of such accounting by the successor Trustee.

C. Powers and Duties of Successor. Any alternate or successor Trustee, upon acceptance, shall have the same powers and authorities herein conferred upon the replaced Trustee, unless otherwise provided in the trust or court order, if any, appointing a successor Trustee. The successor Trustee shall be responsible only for the assets held by the predecessor Trustee or by the legal representative of the predecessor Trustee, and takes as correct the statement of the predecessor Trustee or legal representative that the assets delivered constitute all of the assets of the trust estate without any duty to inquire as to the administration or accounting by the predecessor Trustee. No successor Trustee shall be responsible for any act or omission of a predecessor Trustee.

ARTICLE VIII**Powers and Duties of Fiduciaries**

A. General. Trustee shall have the duties, powers and rights imposed and granted by law, specifically those powers set forth in RCW 11.98.070, as the same now exist or may hereafter be amended and except as modified herein.

B. Oath/Accounting. Trustee shall not be required to furnish any oath or bond, nor shall the Trustee be required to comply with the Trustees' Accounting Act, except to the extent such

TESTATOR'S INITIALS: 

DATED: NOVEMBER 16, 2018

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requirements cannot, under law, be waived by me. It is my intention but not direction that the annual statement of account for any trust assets shall qualify as an accounting, unless otherwise specifically requested by an adult income beneficiary.

C. Waiver of Special Notice. Pursuant to RCW 11.97.010, the Trustee shall be relieved of any and all restrictions, duties, and liabilities imposed by or arising from RCW 11.100.140 or any similar requirements of prior case law (as specified in RCW 11.100.140(8)) regarding notice and procedure for non-routine transactions, and the Trustee shall not be liable to any person for any loss, damage, cause of action, or claim attributable to the Trustee's failure to comply with RCW 11.100.140 or any similar requirements of prior case law; provided, however, that this paragraph shall not apply to any corporate trustee.


D. Investments. In acquiring, investing, reinvesting, exchanging, selling, and managing the property of any trust created hereunder, Trustee shall exercise the judgment and care under the circumstances then prevailing which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds. In determining the prudence of a particular investment, Trustee shall consider the proposed investment or investment course of action in relation to all property of the trust.

E. Diversification/Unproductive Assets. My wife shall have the power to require Trustee to promptly convert any unproductive assets in the trust for her benefit into productive assets. Notwithstanding the standard established in paragraph D above, Trustee shall have the authority to retain any trust estate in the same form as received by the Trustee, including real property. Trust property may include undivided interests. The Trustee may also exchange any real property, and retain any real property received in exchange.

F. Determinations Regarding Principal and Income. Trustee shall have the power to determine, except as may be expressly prohibited by the Washington State Principal and Income Act, all questions as to what constitutes income or principal, as well as the power to allocate to income or to principal or to apportion between them any receipt or gain, and any charge, disbursement, or loss as Trustee, in his or her sole discretion, deems advisable.

G. Compensation; Reliance Upon Advisors. Trustee shall be entitled to reasonable compensation for services rendered as Trustee; provided that any professional or corporate trustee shall be entitled to reasonable compensation for its services as is in accordance with its regularly established fee schedule or, in the absence thereof, what is customary for a Trustee in the state of Washington. Trustee may employ such agents and advisors, including attorneys, accountants and investment advisors, as Trustee considers appropriate; and shall be entitled to rely on advice given by advisors within their areas of competence.

H. Disclaimers and Releases. For a period of nine (9) months following my death, the Trustee and/or the Personal Representative of my estate may, but need not, disclaim or release all or

TESTATOR'S INITIALS: 

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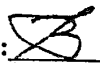
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any portion of a legacy, devise, bequest, gift, or power of appointment passing to or created in me, unless already accepted by me. These powers shall be in addition to any similar powers provided to my Personal Representative or Trustee under applicable law.

I. Reliance on Good Faith Actions; Liability. Every action made in good faith by the Trustee in the exercise of any power, authority, judgment, or discretion conferred hereunder (including, without limitation, disclaimers, releases, or elections with respect to taxes) shall be conclusive and binding upon all persons entitled to the assets of my estate or of any trust established hereunder. If the Trustee has special skills, the Trustee is under no extra duty to exercise those special skills, unless the Trustee is a bank or corporation with trust powers, or is named as a Trustee on the basis of representations of special skills or expertise. A Trustee shall not be liable for loss caused by or resulting from an error of judgment with respect to any action taken or omitted requiring the exercise of discretion if the Trustee shall have acted in good faith, nor shall the Trustee be liable for loss caused by or resulting from any other act or omission in the absence of bad faith. The Trustee shall be fully protected in relying upon the advice of legal counsel on questions of law, if reasonable care was exercised in the selection and retention of such counsel. If no beneficiary of my estate formally objects to the final report, accounting, or declaration of completion of my Personal Representative, the Trustee shall not be required to investigate the activities of my Personal Representative nor shall any Trustee incur liability for failure to seek redress for any such action of my Personal Representative.

J. Disabled Beneficiary - Purposes. Notwithstanding any other provision herein to the contrary, the purpose of any bequest hereunder with respect to any beneficiary who is handicapped or disabled shall be to provide extra and supplemental health, support, maintenance, and education in addition to and over and above the benefits the beneficiary would otherwise be entitled to receive as a result of her/his handicap or disability from any local, state, or federal governmental department or agency, or from any private agency, any of which provides services or benefits to handicapped or disabled persons. In light of that purpose, I give my Personal Representative the authority, in her or his sole and absolute discretion, to establish a discretionary trust for the benefit of any disabled or handicapped beneficiary, my express intention being that any distributions of income or principal to the beneficiary from any such trust be made at the sole and absolute discretion of the trustee, my Personal Representative, or any custodian. Such discretion and authority shall include the power to appoint a trustee and name a successor trustee, and to establish such other terms of the trust as my Personal Representative deems reasonably necessary.

K. Definition of Disability and Disabled. "Disability" or being "disabled" shall include the inability to manage property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power, or disappearance. Disability of a beneficiary shall be determined by his or her regularly attending physician, or by two other physicians, except that detention by a foreign power or disappearance shall be determined by the trustee, my Personal Representative, or any custodian based on the available facts and circumstances, in which case the determination of such trustee, Personal Representative, or custodian shall be conclusive. Disability

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may also be determined by a court of competent jurisdiction.

L. Applicable State Law. The validity of any trust created under this instrument, and the validity and effect of all transfers of property to the Trustee pursuant to this instrument or under operation of law shall be determined with reference to the laws of the State of Washington. The interpretation and construction of the terms of this instrument, and all other matters concerning the rights and duties of the beneficiaries and the Trustee of any such trust, shall be determined with reference to the laws of the state in which the Trust is being administered from time to time.

M. Residence. If I am survived by my wife and if any trust established for her benefit holds property which has been used by us as our family residence, whether primary or secondary, and including any weekend, vacation, or seasonal home (collectively referred to as the "residence"), then the Trustee shall have the following powers with respect to said residence:

1. The residence shall be held in trust for the benefit of my wife, so long as my wife desires and is able to make use of the same. My wife shall have the right to occupy and use the residence rent-free. The Trustee shall pay the trust's proportionate share (based upon ownership interest) of all mortgage payments, taxes, insurance, assessments, repairs, and other charges necessary to maintain the residence and, at the Trustee's discretion, may advance expenses for reasonable improvements.


2. My wife may at any time direct the Trustee to sell the residence and apply the proceeds of sale toward (a) a replacement residence as my wife may select and as the Trustee may deem appropriate, or (b) all or a portion of the rent payable with respect to any dwelling selected by my wife as a residence. Any proceeds in excess of the cost of such replacement residence or rental payments shall be added to the trust estate. Any replacement residence shall be subject to the terms of this section, including this provision regarding replacement.

3. At such time as my wife is unable or unwilling to reside in the residence, the Trustee may sell the residence.

ARTICLE IX

Appointment of Personal Representative

A. Personal Representative. I appoint my wife, **CANDACE CONACHER-THOMSON**, as Personal Representative of my estate. In the event she is unable or unwilling to act as Personal Representative, then I appoint my son, **B. ALEXANDER THOMSON**, as alternate or successor Personal Representative; in the event he is unable or unwilling to so act, then I appoint my daughter, **JESSICA H. HECKERLING**, as alternate or successor Personal Representative; and in the event she is unable or unwilling to so act, then I appoint my daughter, **KATHERINE H. BEATTY** as alternate or successor Personal Representative.

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B. Bond/Nonintervention Powers. I direct that my Personal Representative shall act as such without bond and without the intervention of any court or courts, except for such proceedings as may be required by the laws of the State of Washington in the case of a non-intervention Will. I hereby authorize and empower my Personal Representative to conduct, operate, improve, lease, let, sell, mortgage, invest, and reinvest any and all of my said estate in the manner and at such times and upon such terms and conditions as, in my Personal Representative's judgment, is for the best interest of my estate, and for such purpose to make, execute, and deliver any instruments in writing which may be necessary or proper.

ARTICLE X

Definitions

A. Unless some other meaning or intent is apparent from the context, the plural shall include the singular and vice versa, and the masculine, feminine, and neuter words shall be used interchangeably.

B. The term "right of representation" means a method of determining distribution as defined in RCW 11.02.005(13).

DATED this 16th day of November, 2018.



BRIAN THOMSON, Testator

STATE OF WASHINGTON } ss.
COUNTY OF SKAGIT }

Each of the undersigned being first duly sworn, on oath, states that on this 16th day of November, 2018:

- (1) I am of legal age and competent to be a witness to the Will of **BRIAN THOMSON** (the "Testator").
- (2) The Testator in my presence and in the presence of the other witness whose signature appears below:
 - (a) declared the foregoing instrument to be his Will;
 - (b) requested me and the other witness to act as witnesses to his Will and to make this affidavit; and
 - (c) signed such instrument.
- (3) I believe the Testator to be of sound mind, and that in so declaring and signing he was not acting under duress, menace, fraud, or undue influence.
- (4) The other witness and I, in the presence of the Testator and of each other, now affix our signatures as witnesses to the Will and make this affidavit.

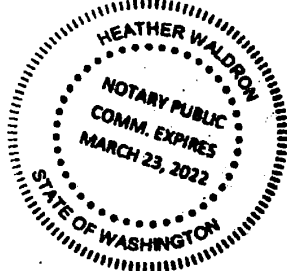
Witness Signature:

Megan Nusselder
Address: 227 Freeway Drive, Suite B
Mount Vernon, WA 98273

Witness Signature:

Christy G. L.
Address: 227 Freeway Drive, Suite B
Mount Vernon, WA 98273

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 16th day of November, 2018.



Heather Waldron
Printed Name HEATHER WALDRON
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 3-23-2022

Affidavit of Attesting Witnesses