

COPY

**KAREN
LIVING TRUST
AGREEMENT**

**ARTICLE 1.
TRUST PROPERTY/NAME OF TRUST/IDENTIFICATION OF FAMILY**

A. Transfer to Trust. The Trustor, KAREN hereby transfers and delivers to KAREN the initial Trustee, the property described in the annexed Schedule A, receipt of which the Trustee hereby acknowledges. Except as otherwise designated on Schedule A, all such property is the Trustor's separate property.

B. Additional Transfers. The Trustor or any other person may increase this trust by delivering or having made payable to the then Trustee property deemed acceptable by the Trustee. Such additional property shall be held by the Trustee subject to all provisions of this Trust Agreement.

C. Name. The name of this trust shall be: THE KAREN LIVING TRUST dated June 7, 2024.

The formal name of the Trust and the designation to be used for the transfer of title to the name of such Trust is:

KAREN Trustee, or her successor in trust, under THE KAREN LIVING TRUST dated June 7, 2024.

D. Family. Trustor's immediate family now consists of her children, LUKE and KOLE (hereafter "children" or "child").

**ARTICLE 2.
RESERVED RIGHTS**

A. Alter \ Amend \ Revoke. The Trustor expressly reserves the right, exercisable by her sole direction, to alter, amend, and revoke this trust, and to demand the corpus hereof, in whole or in part.

B. Retained Powers Personal. Any right of alteration, amendment, or revocation retained hereunder by the Trustor shall be personal to such Trustor and shall not be exercised by any other person, including a guardian or an attorney-in-fact acting under a power of attorney surviving incompetence or becoming effective upon incompetence, unless such power is expressly granted in such power of attorney and the grant of such power has been consented to by Trustor.

ARTICLE 3. DISTRIBUTIONS DURING LIFE OF TRUSTOR

A. Primary Purpose of Trust. In making the distributions specified herein, the Trustee shall consider the interests of the Trustor to be of primary importance and shall consider the interests of the remaindermen of this trust to be of secondary importance.

B. Distributions. The Trustor may direct in writing that portion of the net income and principal of the trust (even to the extent of all thereof) which the Trustee is to pay and in what manner the Trustee is to pay such property to or apply it for the Trustor's benefit.

During any period in which Trustor is deemed to be incapacitated as defined herein, the Trustee (i) shall disregard any direction given by such Trustor with regard to property held in this trust, (ii) may discontinue any payments being made of either income or principal, and (iii) is authorized during such period to distribute to or for the benefit of the Trustor so much of the net income and principal as the Trustee determines for the best interests of the Trustor, including, but not limited to, making distributions for the Trustor's comfort, support, maintenance, health, and general welfare in accordance with the Trustor's standard of living on the date of execution of this Trust Agreement.

C. Accumulation of Income. Any income of any trust hereunder not paid to the Trustor shall be accumulated and annually added to and dealt with as principal.

ARTICLE 4. DISTRIBUTIONS ON DEATH OF TRUSTOR

Upon the death of Trustor, the Successor Trustees shall distribute the remaining assets of the Trust, including any and all assets added to the Trust upon Deceased Trustor's death (pursuant to her Last Will or otherwise) as follows:

A. Residue. Upon the death of Trustor, the remainder trust estate shall be distributed according to the following terms:

(1) The Successor Trustee shall distribute outright and free of trust Seventy Percent (75%) of the remaining trust assets to KOLE If he is not then surviving, his share shall pass to his issue per stirpes.

(2) Subject to the Withholding Provision in Article 4.B. below, the Successor Trustee shall distribute Twenty-Five Percent (25%) of the remaining trust assets to RYKER. If he is not then surviving, his share shall pass to his issue per stirpes.

B. Withholding Provision. If any beneficiary is under the age of twenty-nine (29) years when the Trustee is directed to distribute property to him or her, such property shall be held in trust or continued in trust by the Trustee until he or she reaches that age, when it shall be distributed to him or her, free of trust. In the meantime, the Trustee shall use so much of the income and principal for his or her education or medical expenses as the Trustee determines to be reasonable for those purposes, adding to principal any income not so used. In case of any such beneficiary's death prior to reaching the age of twenty-nine (29) years, any part then so held by the Trustee shall be distributed by right of representation. The Trustee of this withholding trust shall be the Trustee appointed in Article 5.

ARTICLE 5. TRUSTEES

A. Successor Trustees. If Trustor resigns, fails, or otherwise ceases to serve as Trustee, and during any period in which he is deemed to be incapacitated as provided herein, KOLE shall serve as Successor Trustee, or if is unable or unwilling to serve, THEA shall serve alternate Successor Trustee hereunder.

B. Reinstatement of Trustor/Trustee. Notwithstanding the provisions of Paragraph A above, if the successor Trustor is serving as Trustee on account of incapacity, when Trustor again regains her capacity and upon written notice to the then acting Trustee of her desire to act again as a Trustee, she shall again serve as a Trustee hereunder. The then acting Trustee who was serving in such Trustor's stead shall resign as Trustee until a successor Trustee is again needed.

C. Resignation and Succession. Any Trustee may resign and any successor Trustee may act as Trustee without the need to comply with the provisions of any state law regarding the resignation or succession of Trustees. No Trustee serving hereunder need give bond, in any jurisdiction. If a Trustee's bond may not be dispensed within any jurisdiction, the Trustor requests that the bond for the Trustee be accepted without surety and in the lowest possible amount.

ARTICLE 6. TRUSTEE'S POWERS

The Trustee shall have all the rights, powers, and duties now or hereafter granted by law, including those set forth in RCW Title 11, or any successor provision thereto, except as modified and increased as hereinafter provided:

A. Investments. The Trustee may acquire by purchase, by exercise of options, or otherwise, and retain so long as the Trustee deems advisable, any kind of realty and personality,

or undivided interests therein, all without diversification as to kind or amount, and whether or not income producing.

B. Tangible Personal Property. The Trustee, in the Trustee's discretion, may retain trust assets which are tangible personal property which the Trustee believes may have sentimental value to the Trustor. In such case, notwithstanding any other provision contained herein to the contrary, the Trustee may distribute these assets in whatever manner the Trustee deems appropriate.

C. Funding of Distributions. Distributions from any trust hereunder shall be made first from income, and then from principal if the income is insufficient.

D. Principal and Income. The Trustee may determine the allocation of receipts and expenses to income or principal, except that capital gains shall be charged to principal, and specifically may make adjustments between income and principal for premiums, discounts, depreciation, or depletion (without being required to do so).

E. Accounting. The Trustee shall be relieved from compliance with any accounting requirements imposed by law; provided, however, that the Trustee's books and records shall be available for reasonable examination by the beneficiaries of any trust during all business hours, and the Trustee shall render an annual accounting of all receipts and distributions at the end of each fiscal year of the trust to the then income beneficiaries, and shall show in such accounting the assets then held in trust.

F. Payment of Expenses. The Trustee may, in the Trustee's discretion, pay all or part of the expenses of last illness and funeral upon the death of a beneficiary or the beneficiary's spouse or issue.

G. Spendthrift Provision. No interest in a trust estate shall vest in any beneficiary until actually paid to such beneficiary, nor shall the same be liable for such beneficiary's debts or subject to the process or seizure of any court or subject to bankruptcy proceedings, or any process whatever. No beneficiary shall have the power to anticipate, assign, alienate, or encumber such beneficiary's interest in a trust. In the event any beneficiary cannot receive and enjoy the benefits of a trust which would ordinarily be distributable to such beneficiary, such benefits may be held by the Trustee temporarily, or distributed to any other beneficiary or beneficiaries thereunder, as the Trustee shall elect. Any such payment over to any other beneficiary shall be final and conclusive upon all parties claiming thereunder.

H. Rule Against Perpetuities. If any provision hereof violates the rule against perpetuities, that portion of the trust subject to such provision shall be considered to be limited to and administered as directed herein for the period permitted by law, and one (1) day prior to the end of such period such part of the trust estate so affected shall pass in fee simple to the beneficiary then actually enjoying the same.

I. Distribution of Assets. Upon the termination of any trust, or any interest in any trust created herein, the Trustee may distribute assets in kind, including undivided interests therein, and may do so without regard to the income tax basis of specific property allocated to any beneficiary (including any trust). The Trustee shall not be required to distribute assets of the trust estate, or interests therein, pro rata to the beneficiary receiving such distribution, but may, in the exercise of the Trustee's discretion, make non-pro rata distributions, so long as the distributee or distributees receive assets of a value equal to the value of their respective interests in the trust as of the time of distribution.

J. Division Into Shares. Wherever it is provided in this trust that a trust estate shall be divided into separate shares, each such share shall be considered a separate trust. The Trustee shall not be required to make physical segregation of the assets to effectuate such division.

K. General Powers. In addition to the foregoing, the Trustee shall have full power and authority to pay the expenses of the trust lawfully chargeable to the trust estate; to pay the Trustee reasonable compensation for services as Trustee including extra compensation for any extraordinary services; to vote at corporate meetings by proxy, with or without powers of substitution; to determine whether any transaction, if consummated, would violate, or might reasonably be expected to violate, any securities law, and to refrain from action accordingly; to appoint an ancillary Trustee or agent to facilitate management of assets located in another state or foreign country; and to merge this trust with any other trust having comparable provisions if the Trustee believes the same would result in an economy of administration and would not be to the substantial disadvantage of any beneficiary.

L. Consideration of Other Resources. The Trustee, in exercising discretion granted in making payments hereunder, may take into consideration the reasonable use of all resources which may then be known by the Trustee to be available to or for the use of the respective beneficiary; provided, however, that to the extent a Trustee has an obligation to support a beneficiary, the Trustee shall take into account all such resources including the beneficiary's parents' or Guardian's ability to support such beneficiary. The Trustee, in the Trustee's discretion, may request and rely upon a signed statement from such beneficiary or the beneficiary's parent or Guardian, satisfactory to the Trustee, as to such resources and may, in the Trustee's discretion, suspend benefits hereunder for such beneficiary during any period in which a requested statement is not furnished.

M. Significant Non-Routine Transactions. The Trustee of any trust established herein is relieved from the duty to obtain an independent appraisal and from the duty to sell in an open market transaction, as might otherwise be required by law or by the provisions of RCW 11.100.140, as amended; provided, however, that the other requirements of such statute shall be followed.

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

O. Qualified Subchapter S Trust. Notwithstanding the foregoing provision of this Trust Agreement, if at any time any shares of stock in an electing small business corporation for federal income tax purposes (hereinafter "S corporation") would otherwise be held in a trust for the Surviving Trustor or for an issue of Trustors, which trust does not qualify as a Qualified Subchapter S Trust for federal income tax purposes, then so long as such corporation continues to be an S Corporation, such shares of stock shall be held in a separate trust (hereinafter "Trust S") for the Surviving Trustor or such issue (hereinafter for purposes of this paragraph "the beneficiary"). All of the income of the beneficiary's Trust S shall be distributed to the beneficiary, at least annually. The principal of the beneficiary's Trust S shall be distributed as otherwise provided in this Trust Agreement in the same manner as the primary trust established for such beneficiary's benefit hereunder. It is Trustors' intention that no Trust S created hereunder be administered in such a manner as to cause the termination of the S corporation status of any corporation whose stock is held in such Trust S. Accordingly, to the extent the terms of this Trust Agreement are inconsistent with any trust created hereunder qualifying as a Qualified Subchapter S Trust for federal income tax purposes, it is Trustors' intent that the terms of the Trust S be construed and administered in a manner that is consistent with qualifying the Trust S as a Qualified Subchapter S Trust during any period that the Trust S holds S corporation stock, and any provision incapable of being so construed or applied shall be disregarded. The Trustee shall make all appropriate elections to maintain the S corporation status and shall advise the beneficiary of the Trust S or his or her legal representative of the need for such beneficiary to make the election to treat the Trust S as a Qualified Subchapter S Trust for federal income tax purposes.

P. Resignation and Replacement of Corporate Trustee. A corporate Trustee may resign at any time in accordance with RCW 11.98.029. Upon the occurrence of a vacancy in the office of a corporate Trustee (by resignation or otherwise), a majority of the beneficiaries who are then entitled to receive or have the benefit of the income of the trust shall select a successor corporate Trustee to serve as Trustee without court proceedings. For purposes of this subsection, the Guardian of a beneficiary under a disability may act on behalf of such beneficiary.

Q. Holdback Provision. A Trustee may continue to hold in trust any payment or distribution of principal or income otherwise authorized in this instrument to be made to or for any beneficiary for such length of time as the Trustee, in the Trustee's absolute discretion, considers appropriate because of (a) any court proceeding or judgment involving the beneficiary and/or the beneficiary's family, (b) a terminal illness of the beneficiary, (c) the acute or chronic alcohol or drug abuse or dependency of the beneficiary, (d) any threatened or probable transfer that the beneficiary would make of such payment or distribution, or any transfer which the beneficiary has made or has permitted or suffered to be made in anticipation of any such payment, which the Trustee, in the Trustee's absolute discretion, deems to be imprudent or ill-advised or in exchange for what the Trustee deems to be insufficient or inappropriate consideration, (e) or any other similar reason; and if any such payment or distribution is being withheld at the death of the beneficiary, to appoint such payment or distribution to any one or more of the Trustors' heirs, or add any such payment or distribution to any trust or trusts for one or more of them, as the Trustee, in the Trustee's absolute discretion, shall select; and in the exercise of any such discretion, the decision of the Trustee shall be final and binding on all persons; provided, however, as to this hold-back power, that the appointment of any such

payment or distribution on the death of the beneficiary may only be made by the Trustee or Trustees of the trust who are not beneficiaries (or grantors) of the trust.

R. Additional Trustee Powers.

(1) To buy and/or sell, invest and reinvest the trust estate in bonds (including but not limited to United States Treasury Bonds), notes, stocks of corporations, real estate or any interests in real estate, and interests in trusts, including common Trust funds, or in any other property or undivided interests in property, wherever located.

(2) To lease any real property for such term or terms as the Trustee may deem advisable, without the authorization of any court and whether or not any such term may extend beyond the period of any trust, and in connection with any such lease to enter into any agreements and covenants which Trustee may deem advisable with respect thereto or with respect to any improvements which may then or thereafter be erected thereon; to make repairs, alterations, and improvements on any real property, including the right to demolish and replace buildings, and to erect new buildings and employ architects and contractors in connection therewith; to execute and deliver consents to assign leases or to the placing of mortgages on leases; to subdivide real estate, to grant easements, to accept the surrender of any leases or leasehold interests and buildings or improvements thereon; to purchase buildings on any real property and the right, title, and interest of tenants in such buildings; to demand, receive, collect, sue for, and compromise rents, debts, claims, and demands of any nature in connection with any real property, and to execute and deliver releases, discharges, and other instruments relating thereto, including satisfaction of any judgment recovered therefore; to institute summary proceedings for the recovery of any real property or possession thereof; to prosecute or defend any actions, claims, or proceedings affecting any real property, and to compromise, settle, and discontinue the same; to insure such real properties against fire and any other risk whatsoever, and to make proof of loss under such insurance; to adjust losses and collect the proceeds; to mortgage for such amounts rates of interest, rates of amortization, and terms as may be deemed wise, including the right to mortgage for terms which may extend beyond the period of any trust, and to receive the proceeds of such mortgages; to extend the time of payment of any mortgages and to make agreements modifying, assigning, or satisfying such mortgages; to file protests against the taxes or assessments on such real property; to make applications for reduction of assessed valuations thereon and to bring certiorari proceedings to obtain the reduction of such assessed valuations; and to adjust and compromise any real estate taxes or tax valuations.

(3) To sell any Trust property, for cash or on credit, at public or private sales; to exchange any Trust property for other property; to grant options to purchase or acquire any Trust property; and to determine the prices and terms of sales, exchanges and options.

(4) To borrow money for any purpose, from any person, firm, corporation, trustee, the Trustee or from others on terms and conditions deemed appropriate by the Trustee and to obligate the trust estate for repayment of any amounts borrowed and to deliver Promissory notes evidencing such indebtedness and to secure the indebtedness by mortgage, pledge, or other encumbrance, conveying as security any portion of the trust estate and the Trustee is further authorized to mortgage or pledge as collateral any of the trust estate to secure the repayment of

the indebtedness of the Grantor, beneficiaries or other third parties in the Trustee's sole discretion.

(5) To select and employ any person, firm or corporation engaged in rendering investment counsel, and real estate management; to be advised by them in making investments, managing securities, or making decisions with reference to the purchase, retention, sale, or other disposition of real property, securities, or other property held by the Trustee, but nothing herein shall be construed to require the Trustee to follow the advice of any such investment counsel.

(6) To take any action with respect to conserving or realizing upon the value of any Trust property, and with respect to foreclosures, reorganizations or other changes affecting the Trust property; to collect, pay, contest, compromise or abandon demands of or against the trust estate wherever situated; and to execute contracts, notes, conveyances and other instruments, including instruments containing covenants and warranties binding upon and creating a charge against the trust estate, and containing provisions excluding personal liability.

ARTICLE 7. CAPACITY

The Trustor and the Trustee are the same person. This Article shall apply to them in their capacities both as Trustor and as Trustee and refers to them merely as Trustor.

A. Deemed Capacity. Trustor shall be deemed to have full capacity for purposes of this Trust Agreement from the date of execution hereof until such time or times as the Trustor's then attending physician shall determine pursuant to this Article that such Trustor is incapacitated, as that term is defined below.

B. Determination of Incapacity. If Trustor's then attending physician determines that such Trustor is incapacitated, then such physician shall prepare and sign a written statement declaring that such Trustor is incapacitated. Such statement shall be immediately delivered to the Trustee.

C. Determination of Capacity. At any time after Trustor has been determined to be incapacitated, the Trustor's then attending physician shall, upon such Trustor's written request, undertake to determine whether or not such Trustor's capacity to manage her own financial affairs has returned. If the Trustor's then attending physician determines that such Trustor's capacity has returned, then a written statement shall be prepared, signed, and delivered to the Trustee stating that the capacity of such Trustor has returned. Upon a determination by the Trustor then attending physician that the capacity of such Trustor has returned, she shall be deemed to have full capacity for purposes of this Trust Agreement until such physician again determines such Trustor is incapacitated as provided above.

D. Forms of Incapacity. As used in this Trust Agreement, the term "incapacitated" shall be construed broadly and shall include (without limitation) mental or physical disability, incompetency, or senility, or any combination thereof, which renders Trustor incapable of managing her own financial affairs.

ARTICLE 8. SITUS AND GOVERNING LAW

A. Situs. The situs and place of administration ("situs") of any trust created under this Trust Agreement shall, as to real property held in trust, be the jurisdiction where such property is located. The situs of any trust shall, as to personal property, be (i) the location of the main business office of the Trustee who then has custody of the trust records, wherever the Trustee may locate that office, or (ii) any other situs (designated by the Trustee in a writing filed with the trust) that has sufficient contact with the trust to support jurisdiction of its courts over the trust. These provisions shall apply regardless of the Trustor's domicile at the execution of this instrument or the domicile or residence of any Trustee or beneficiary.

B. Governing Law. Washington law shall govern the execution and construction of this Trust Agreement. The administration of any trust, however, shall, unless otherwise required by law, be governed first by the provisions of this Trust Agreement, including any laws incorporated in this Trust Agreement by reference or otherwise made applicable by this Trust Agreement, and second, to the extent consistent with such provisions, the laws of the trust's situs. To the extent permitted by law, each trust and Trustee shall be exempt from all registration requirements.

ARTICLE 9. TAXES AND EXPENSES

A. Taxes, Debts. Upon receiving a written request from the personal representative of Deceased Trustor's estate, the Trustee shall pay to such personal representative such amounts from principal as such personal representative certifies in writing to be (a) the estate and inheritance taxes which may be assessed or imposed upon or with respect to all property includable for estate tax purposes in such Deceased Trustor's gross estate whether passing under such Trustor's Will, this Trust Agreement, or otherwise; (b) such Deceased Trustor's funeral or last illness expenses; (c) expenses of administration of such Deceased Trustor's estate; and (d) any other lawful claims and charges against such Deceased Trustor's estate. Nothing herein contained shall be construed to make any asset held hereunder liable for any expense or claim for which it would not otherwise be liable.

B. Purchases and Loans. The Trustee is authorized to purchase from the personal representative of the estate of Trustor securities or other property, real or personal, and also to make loans or advancements, secured or unsecured, to such personal representative, even though the same person is serving both as Trustee hereunder and as such personal representative.

C. Marshalling of Assets. If Trustor has no probate estate, the Trustee is authorized to apply for or demand, and to receive, hold, administer, and distribute as provided herein, any debt, claim, refund or rebate, premium, dividend, or other thing of value belonging to or accruing to such Trustor or her estate.

**ARTICLE 10.
DEFINITIONS**

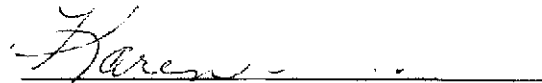
As used in this Trust Agreement, unless some other meaning or intent is apparent from the context:

A. RCW. All references in this Trust Agreement to "RCW" are to the Revised Code of Washington and shall also include corresponding provisions of subsequent Washington laws.

B. Section or Sections. All references in this Trust Agreement to "Section" or "Sections" are to such Section(s) of the Internal Revenue Code of 1986 and shall be deemed to refer to corresponding provisions of subsequent federal tax laws.

C. Issue. Unless provided to the contrary herein, the "issue" of any person shall include only (a) any children born to such person, (b) any children legally adopted by such person, and (c) any lineal descendants born to any such children; "issue" shall include only lineal descendants as herein provided without regard to whether an issue's birth occurred prior to or subsequent to the execution of this Trust Agreement.

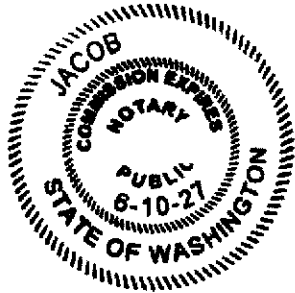
IN WITNESS WHEREOF, the Trustor and Trustee have executed this Trust Agreement as of the 7 day of June 2024.

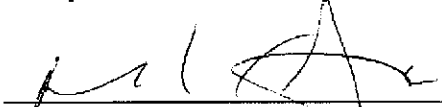

KAREN
Trustor and Trustee

STATE OF WASHINGTON)
) ss.
COUNTY OF)

On this 14 day of June 2024, before me personally appeared KAREN known to me to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.





NOTARY PUBLIC in and for the State
of Washington, residing at
My Commission Expires:

SCHEDULE A

1. All checking, savings and brokerage accounts which are presently owned, together with all future additions, interest or accumulations therein, and also including all new accounts and the accumulations and the future additions, interest or accumulation in any and all other financial institutions in which new accounts are opened in the future.

2. All securities owned, together with all future accumulations and purchases, together with all future securities and accumulations purchased.

3. Any vehicles, boats and watercraft owned.

4. Real property located at

5. Financial Accounts:

a. _____

b. _____

c. _____

d. _____

6. _____

7. _____

8. _____

DATED this _____ day of _____ 20__.

KAREN

00 1

CERTIFICATE OF TRUST

The undersigned Trustor hereby certifies the following:

1. This Certificate of Trust refers to the KAREN LIVING TRUST dated June 7, 2024, under a revocable Trust Agreement executed by KAREN as Trustor and initial Trustee. Trustor while acting as Trustee may conduct business on behalf of the Trust without the consent of any other Trustee.
2. The primary disability and death Successor Trustee for KAREN is KOLE
3. The alternate disability and death Successor Trustee for KAREN is THEA
4. The Trustee under the Trust Agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the name of the Trust. All powers of the Trustee are fully set forth in the Trust Agreement.
5. The Trust has not been revoked and there have been no amendments limiting the powers of the Trustee over Trust property.
6. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustee and her powers over Trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certify that the statements in this Certificate of Trust are true and correct and that it was executed in the County of _____, State of Washington.

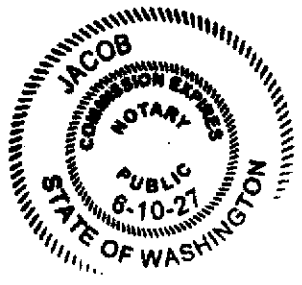
DATED this 7 day of June 2024.

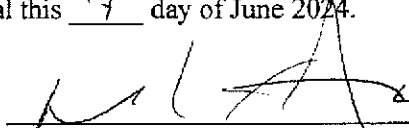

KAREN

STATE OF WASHINGTON)
) ss.
County of)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared KAREN to me known to be Trustee of the KAREN LIVING TRUST dated June 7, 2024, the entity described herein and that she executed the within and foregoing instrument on behalf of the KAREN LIVING TRUST dated June 7, 2024, 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 7 day of June 2024.





NOTARY PUBLIC in and for the State of
Washington, residing at
My Commission Expires:
Printed Name: