

**TERRY [REDACTED] AND VICKY [REDACTED] REVOCABLE TRUST**

THIS IS A TRUST AGREEMENT dated Feb 15, 2022, between Terry [REDACTED] (referred to herein as "Terry") and Vicky [REDACTED] (referred to herein as "Vicky"), a married couple (collectively described herein as the "Grantors"), and Terry [REDACTED] as Trustee (the "Trustee" or "Trustees").

**INTENTIONS**

The Grantors want to create a Trust.

The Trustee is willing to accept the trust hereby created and covenant to discharge faithfully the duties of a Trustee hereunder;

The Grantors intend to transfer, jointly and/or severally, property to the Trustees, IN TRUST, and the Trustee agrees to accept the property and to hold, manage and distribute the property under the terms of this Trust Agreement.

**ARTICLE I**

**General Information About This Document**

A. **Articles and Sections.** The Articles in this Trust Agreement are numbered in order. For convenience, this Trust Agreement is divided into two main sections.

1. The **PRIMARY PROVISIONS** are set forth and are the main provisions about (a) the Grantors' family; (b) the rights the Grantors have retained to amend and revoke this trust during the Grantors' lifetimes and after the Grantors' deaths; (c) how the Grantors' property may be disposed of during the Grantors' lifetimes; and (d) who receives the Grantors' property after the Grantors' deaths.

2. **ADMINISTRATIVE AND TRUST PROVISIONS** are the legal, technical and administrative provisions that govern the Trust, this Trust Agreement and the trusts to be created at the Grantors' deaths.

B. **Definitions.** Certain terms in this Trust Agreement are defined in the Article entitled "Definitions and Miscellaneous Provisions." In some cases, certain terms will be defined within a particular Article.

**PRIMARY PROVISIONS**

**ARTICLE II**

**Family Information**

- A. **Marital Status.** The Grantors are married.
- B. **Children of Terry and Vicky.** Terry's children born before the date of this Trust Agreement are: **Derek** [REDACTED] born on February 27, 1971; and **Kanti** [REDACTED] born on August 22, 1974. Vicky's children born before the date of this Trust Agreement are: **Heidi** [REDACTED] born on September 26, 1966; and **Heather** [REDACTED] born on February 6, 1969.

**ARTICLE III**

**Trust Name**

This Trust Agreement and the trusts hereunder may be referred to as the **Terry** [REDACTED] and **Vicky** [REDACTED] **Revocable Trust.**

**ARTICLE IV**

**Revocability of Trust and Rights Reserved**

The Grantors reserve the following rights, each of which may be exercised whenever and as often as the Grantor or Grantors holding the right may wish. To the extent permitted by law, these rights shall be exercisable by the agent or attorney-in-fact of either Grantor, acting on such Grantor's behalf under a power of attorney.

- A. **Amend or Revoke.** The right, to be exercised solely by an acknowledged instrument in writing, to revoke or amend this Trust Agreement or any trust hereunder. The rights to revoke or amend shall be exercisable only by both Grantors, (or for each of them, his or her respective duly appointed attorney-in-fact), jointly while both Grantors are alive. Any property as to which a trust hereunder is revoked shall be distributed by the Trustees (a) to Vicky in the case of Vicky's Separate Property, and (b) to Terry in the case of Terry's Separate Property and (c) to the marital community in the case of community property. After one of the Grantors has died, the Surviving Spouse and the surviving spouse's duly appointed attorney-in-fact shall retain the right by an acknowledged instrument in writing to amend or revoke the "Survivor's Trust" hereunder.

If any other trust is created at the death of the First Decedent, such trust shall be irrevocable. The disposition hereunder of property in the Survivors' Trust shall cease to be subject to revocation or amendment upon the death of the Surviving Spouse. Notwithstanding this paragraph, a writing giving instructions regarding the disposition of the writer's Tangible Personal Property shall be an amendment to this Trust Agreement to the extent of those instructions concerning the disposition of such Tangible Personal Property.

B. **Remove and Appoint Trustees.** The right to remove any Trustee and appoint substitute, additional or successor Trustees shall be exercisable by the Grantors jointly while they are both alive. After the death of one Grantor, the right shall be exercisable by the Surviving Spouse.

C. **Approve Investment Decisions.** The right to approve the Trustees' investment decisions. The Grantors' approval in accordance with this paragraph shall bind all other beneficiaries. This right shall be exercisable by the Grantors jointly while they are both alive. After the death of one Grantor, this right shall be exercisable by the Surviving Spouse, but only as to the Survivor's Trust. This paragraph is in addition to applicable law and shall not abridge the rights of either Grantor individually or jointly to approve of the Trustees' investment decisions in accordance with applicable law or the binding effect, if any, on other beneficiaries of such approval. The Trustees shall have no responsibility whatsoever for the results of any investment decision (whether to buy, sell or retain) that is approved under this paragraph either before or after it is made. If a Grantor is aware of an investment decision and does not object to it, that Grantor shall be deemed to have approved it.

D. **Approve Trustees' Conduct.** The right from time to time to approve of the Trustees' conduct (whether in connection with an accounting by the Trustees or without an accounting). The Grantors' approval in accordance with this paragraph shall bind all other beneficiaries. This right shall be exercisable by the Grantors jointly while they are both alive. After the death of one Grantor, this right shall be exercisable by the Surviving Spouse, but only as to the Survivor's Trust. This paragraph is in addition to applicable law and shall not abridge the rights of either Grantor individually or jointly to approve of the Trustees' conduct in accordance with applicable law or the binding effect, if any, on other beneficiaries of such approval.

E. **Insurance Policies.** All rights either Grantor may have as the owner of any insurance policies payable to the Trustees, which, as to any policy, shall be exercisable by the Grantor or Grantors holding the rights as to that policy.

## ARTICLE V

### Trustees

The Grantors appoint the persons named in this Article as Trustees hereunder and have set forth additional provisions regarding the Trustees in the Article entitled "Trustee Provisions."

A. **Appointment of Trustees.** The Grantors appoint Terry [REDACTED] to serve as Trustee hereunder. If at any time Terry [REDACTED] is unable or unwilling to serve as Trustee and he has not appointed a successor Trustee, the Grantors appoint Derek [REDACTED] to serve as Trustee hereunder. If at any time Derek [REDACTED] is unable or unwilling to serve, Derek [REDACTED] may appoint one or more successor Trustees. If Derek [REDACTED] is unable or unwilling to serve as Trustee and fails to designate a successor Trustee, the Grantors designate Harmony [REDACTED] as successor Trustee of each trust created hereunder, so long as she is married to Derek [REDACTED] or was married to Derek [REDACTED] at the time of his death (if he is then deceased), and no proceedings for marital dissolution or legal separation had been initiated. If at any time Harmony [REDACTED] is unable or unwilling to serve and no Trustee is serving hereunder, then a majority of the adult living beneficiaries of any trust created hereunder may appoint a successor Trustee, provided, however, that if any of the above-named individuals or any one or more successor Trustees designated by the above-named individuals is unable or unwilling to serve as Trustee of the trust created hereunder for the primary benefit of Heather [REDACTED] shall require a professional trustee, bank or trust company with at least Fifty Million Dollars (\$50,000,000) in assets under management.

## ARTICLE VI

### Separate and Community Property

A. **Property Transferred to the Trustees.** Property transferred to the Trustees by either or both of Terry and Vicky (including property transferred at death by Will or other instrument) shall be held under this Trust Agreement whether the property is community property or the separate property of Terry or Vicky. Property held jointly by Terry and Vicky as tenants in common, as joint tenants with right of survivorship, or as tenants by the entirety, but not as

community property, prior to its transfer to the Trustees, shall be treated hereunder as one-half the separate property of Terry and Vicky, and, the transfer thereof to the Trustees (as well as the transfer of any community property so held) shall extinguish any right of survivorship in either Grantor. Separate property shall remain separate property and community property shall remain community property after transfer to the Trustees.

B. **Specification of Type of Property Transferred.** The transfer of any property to the Trustees may be accompanied or followed by a specification, in writing, signed by either or both Grantors, that it is community property, or the separate property of Terry or Vicky and, if applicable, whether any such property is held as tenants in common, as joint tenants or as tenants by the entirety. The Trustees may rely on such specifications without liability and without any duty to inquire further into the ownership of such property. In the absence of such a specification, the Trustees shall treat transferred property as separate property without any duty to inquire further into the ownership of such property unless the Trustees shall have actual knowledge that such treatment is not correct. The specification of property contributed in trust by either or both Grantors as being either separate or community shall reflect the belief or opinion with respect to such property; however, if for any reason it is determined that such characterization was incorrect, the transfer to the Trustees shall still be valid but appropriate adjustments shall be made by the Trustees to account for the true character of that property as separate or community, as the case may be, as if it had been correctly characterized at contribution and at all times thereafter.

C. **References to Community and Separate Property Defined.** References in this Trust Agreement to community property shall refer to "community property" or "marital property," and references in this Trust Agreement to separate property shall refer to "separate property" or "individual property," as such terms are defined or described under the legal authority applicable to the classification of the property disposed of under this Trust Agreement.

## ARTICLE VII

### During Grantors' Joint Lives

Property held during the Grantors' joint lives shall be disposed of as follows:

A. **Community Property.** The Trustees shall distribute to Terry and Vicky as much of the net income and principal of the trust that consists of community property as both of Terry

and Vicky may from time to time direct, and such additional amounts of such net income or principal as the Trustees may at any time and from time to time determine. Such distributions shall continue to be the community property of the Grantors.

B. **Terry's Separate Property.** The Trustees shall distribute to Terry as much of the net income and principal of the trust that consists of Terry's separate property as Terry may from time to time direct, and such additional amounts of such net income or principal as the Trustees may at any time and from time to time determine.

C. **Vicky 's Separate Property.** The Trustees shall distribute to Vicky as much of the net income and principal of the trust consisting of Vicky 's separate property as Vicky may from time to time direct, and such additional amounts of such net income or principal as the Trustees may at any time and from time to time determine.

D. **Intention.** The Trust is established to ensure that the best available care and support are provided to each of the Grantors to meet all the Grantors' lifetime needs during their joint lifetimes. All assets of the Trust are to be considered available for that purpose, and the Trustees shall at all times be guided by that purpose and intent, consistent with any specific terms relating to the distribution of the Grantors' respective separate property and the Grantors' community property. The Trustees shall liberally distribute income and principal of the Trust for the Grantors' benefit as indicated and the rights of the successor beneficiaries hereunder shall be considered secondary.

E. **General Directions to Trustees.** The Trustees shall make every effort to involve the Grantors in decision-making regarding their personal care and regarding financial matters attributable to their respective property. The Trustees shall make every effort to determine the Grantors' respective wishes and make decisions that conform to them. The Trustees shall make every effort to make decisions that the Trustees believe the Grantors would make, if the Grantors were able to make such decisions known and to bear in mind that the least restrictive alternatives for living arrangements are desirable so that the Grantors may live with the greatest degree of dignity possible.

F. **Separate Accounting for Community and Separate Property.** The Trustees shall hold and separately account for community and separate property, including accounting for

and correctly allocating income therefrom, whether such income is separate property or community property, without commingling.

G. **Undistributed Income.** Any net income not so distributed shall be accumulated and annually added to principal unless such action would cause commingling of community and separate property.

## ARTICLE VIII

### Grant of General Power of Appointment to Predeceased Spouse

Upon the death of the Predeceased Spouse, the Trustees acting hereunder shall transfer the lesser of (a) all property held hereunder at the time of the death of the Predeceased Spouse, that otherwise would be transferred to the Survivor's Trust hereunder upon the death of the Predeceased Spouse or (b) a sum of all property that otherwise would be transferred to the Survivor's Trust hereunder upon the death of the Predeceased Spouse, equal to the amount, if any, by which (i) the Predeceased Spouse's Unused Applicable Exclusion Amount exceeds (ii) the value of the Predeceased Spouse's taxable estate (determined by excluding the value of property subject to this general power of appointment) to such one or more persons (including the creditors of the Predeceased Spouse, the creditors of the estate of the Predeceased Spouse, the Predeceased Spouse and the estate of the Predeceased Spouse) on such terms as the Predeceased Spouse may appoint by Will specifically referring to this power of appointment, but only with the consent of any trustee who does not have an adverse interest to the exercise of the power of appointment (within the meaning of Code Sec. 2041(b)(1)(C)(ii)) if such a non-adverse trustee is acting at any time prior to or at the death of the Predeceased Spouse. This consent may be granted by such trustee at any time prior to or as of the death of the Predeceased Spouse. Both of the Grantors shall be considered as having an adverse interest in the exercise of the power. (If the lesser of "(a)" and "(b)" is "(b)" and if the property held by the Trustees would represent the right to income in respect of a decedent within the meaning of Code Sec. 691 at the death of the Predeceased Spouse, then the power of appointment hereby granted to the Predeceased Spouse shall be applied first to property that does not represent the right to income in respect of decedent and shall be exercisable with respect to property that does represent the right to income in respect of a decedent only to the extent necessary to permit the Predeceased Spouse to be able to exercise the power in full to the extent of the lesser of "(a)" and "(b)".)

The Predeceased Spouse's "Unused Applicable Exclusion Amount" means the largest taxable estate the Predeceased Spouse could have at the time of the Predeceased Spouse's death without incurring any Federal estate tax. To the extent this power of appointment is not effectively exercised by the Predeceased Spouse, the property subject to the power shall be paid over to the Executor of the Predeceased Spouse to become part of his or her estate. If the Predeceased Spouse (or the Executor of the Predeceased Spouse) disclaims the general power of appointment granted under this paragraph, that power shall be expunged as of the date of death of the Predeceased Spouse and treated as though never granted.

## ARTICLE IX

### Upon the Predeceased Spouse's Death

Upon the death of the first of the Grantors to die (referred to herein as the "Predeceased Spouse"), the Trustees shall distribute the net income and principal of the trust (including any property passing to or distributable to the Trustees hereunder as a result of such death) as provided below. The survivor of the Grantors is referred to herein as the "Surviving Spouse."

A. **Community Property.** Community Property shall be distributed as follows:

1. Where both halves of any community property are held by the Trustees at or by reason of the Predeceased Spouse's death, such property shall be divided into two equal shares, with one share allocated to the Predeceased Spouse and the other share allocated to the Surviving Spouse. The share allocated to the Predeceased Spouse shall be disposed of under the Article entitled "The Predeceased Spouse's Property," and the share allocated to the Surviving Spouse shall be held, administered, and disposed of under the Article entitled "The Survivor's Trust."

2. To the extent, if any, that only the Predeceased Spouse's share of the Grantors' community property is held by or paid to the Trustees, all of that share shall be disposed of under the Article entitled "The Predeceased Spouse's Property." Likewise, to the extent, if any, that only the Surviving Spouse's share of the Grantors' community property is held by or paid to the Trustees, all of that share shall be held, administered, and disposed of under the Article entitled "The Survivor's Trust."



B. **The Predeceased Spouse's Separate Property.** The Predeceased Spouse's separate property shall be disposed of under the Article entitled "The Predeceased Spouse's Property."

C. **The Surviving Spouse's Separate Property.** The Surviving Spouse's separate property, including property contributed by the Surviving Spouse at or after the Predeceased Spouse's death, shall be held, administered, and disposed of under the Article entitled "The Survivor's Trust."

D. **The Predeceased Spouse's General Power of Appointment.** Anything to the contrary herein notwithstanding, the Predeceased Spouse shall have, as of his or her death, a general power of appointment over his or her separate property and his or her interest in all community property. Such general power of appointment may be exercised in favor of such persons, including his or her estate, on such terms as the Predeceased Spouse may appoint by a Will or other writing specifically referring to such power of appointment. The paragraphs in this Article entitled "Community Property" and "The Predeceased Spouse's Separate Property" are subject to the exercise of such power of appointment by the Predeceased Spouse.

## ARTICLE X

### The Predeceased Spouse's Property

Upon the Predeceased Spouse's death, the Trustees shall pay all property to be disposed of under this Article as a result of the Predeceased Spouse's death (the "Predeceased Spouse's Property") as follows:

A. **Certain Expenses and Claims.** If the Predeceased Spouse's probate estate (excluding income) is insufficient to pay the Predeceased Spouse's funeral expenses, all claims against the Predeceased Spouse's probate estate and the expenses of administering the Predeceased Spouse's probate estate, the Trustees shall make available to the Predeceased Spouse's Executor out of the Predeceased Spouse's Property (including by direct payment thereof as directed by the Predeceased Spouse's Executor), such sums as the Predeceased Spouse's Executor shall certify to be required to make good such insufficiency; provided if no such Executors are serving, then the Trustees are authorized to pay such debts and expenses directly without direction by the Executors. Nothing herein, however, shall be deemed to authorize the Trustees to make any such payment of

property where such property was not otherwise subject to the claims to be paid. Without limiting the foregoing, the Trustees are also authorized to pay or reimburse, in the manner set forth above, any reasonable and necessary costs of the Predeceased Spouse's funeral (and related expenses) in excess of any limit thereon imposed by applicable state or Federal law. In addition, if the Predeceased Spouse's Will gives the Predeceased Spouse's entire residuary estate to the Trustees under this Trust Agreement, the Trustees shall satisfy any unsatisfied preresiduary pecuniary legacy (to the extent of such insufficiency) in the Predeceased Spouse's Will and shall distribute real property, Personal Effects and intangible personal property forming part of the Predeceased Spouse's Property in the way and to the recipients specified in the preresiduary provisions of the Predeceased Spouse's Will (to the extent not satisfied thereunder). Such gifts and provisions shall be construed and applied as if the trust property had been owned outright by the Predeceased Spouse and disposed of under the Predeceased Spouse's Will, and distribution shall be made directly to the recipients named in the Will and not to the Predeceased Spouse's Executor, so that the trust property does not pass through and become a part of the Predeceased Spouse's probate estate.

**B. Death Taxes.** The Trustees shall pay any death taxes that result from the Predeceased Spouse's death out of the Predeceased Spouse's Property in the manner provided below in the provisions governing payment of death taxes.

**C. Personal Effects.**

1. The Predeceased Spouse may leave a letter, memorandum or other writing concerning some or all the Predeceased Spouse's Personal Effects. If the Predeceased Spouse does so and the writing can be incorporated by reference as part of this Trust Agreement, deemed an amendment to this Trust Agreement, or otherwise be legally binding, the Grantors direct that it be incorporated or followed and prevail over the gifts below in this Article. If the writing is not legally binding, the Grantors request (but do not direct) that the Predeceased Spouse's wishes as expressed in it be followed. This provision shall apply whether the writing is executed before or after the date of this Trust Agreement.

2. The Trustees shall distribute all Personal Effects held as part of the Predeceased Spouse's Property (other than items effectively disposed of above) to the Surviving Spouse.

3. The term "Personal Effects" means tangible personal property such as vehicles (including but not limited to cars, trucks, boats, and recreational vehicles), furniture, furnishings, clothing, jewelry, household items, and the like. Such term does not include personally held art, antiques, stamp and coin collections and other collectibles. Additionally, such term does not include property primarily held for investment purposes, nor does it include any property held for use in a trade or business, ordinary currency and cash or bullion.

4. Unless specifically provided otherwise, any gift to an individual under this paragraph shall take effect only if the individual survives the Predeceased Spouse and no anti-lapse rule shall apply.

5. A gift of property under this Article includes the Predeceased Spouse's rights under any insurance policies covering that property or the proceeds of such policies.

**D. Balance of the Predeceased Spouse's Trust Fund.** The Trustees shall distribute the balance of the Predeceased Spouse's Property, real and personal, wherever located, including any property mentioned above but not effectively disposed of (the "Balance of the Predeceased Spouse's Trust Fund") to the Trustees of the Survivor's Trust under this Trust Agreement, to be held, administered, and disposed of under the terms of that trust. If the Surviving Spouse disclaims all or part of this gift, the disclaimed property shall be paid to the Trustees of the Family Trust under this Trust Agreement to be disposed of under the terms of that trust; provided that the Surviving Spouse shall have no power to direct the beneficial enjoyment of the fractional share of the Family Trust originally consisting of disclaimed property, including any accumulated income of that share, unless such power to direct the beneficial enjoyment is limited by an ascertainable standard.

## ARTICLE XI

### Payment of the Predeceased Spouse's Death Taxes

**A. Pay Taxes on Trust Property from Balance of Trust Fund.** All estate, inheritance, legacy, succession, generation-skipping or other wealth transfer taxes (other than any additional estate tax imposed by Code Secs. 2031(c)(5)(C) or 2032A(c), any generation-skipping transfer tax on any generation-skipping transfer other than a direct skip or any comparable taxes imposed by any other taxing authority) imposed by any domestic or foreign taxing authority as a

result of the Predeceased Spouse's death, but only to the extent imposed upon property passing under the Predeceased Spouse's Will or this Trust Agreement, together with interest and penalties on those taxes, shall be charged against and paid without apportionment out of the Balance of the Predeceased Spouse's Trust Fund and before any determination of the Balance of the Predeceased Spouse's Trust Fund or of any shares or interest therein. Such taxes on property not passing under this Trust Agreement or the Predeceased Spouse's Will shall be apportioned to and paid from such property by those succeeding to such property, taking into account the provisions of any instrument governing such property, the provisions of the Internal Revenue Code and any provisions of other applicable law apportioning such taxes.

**B. Specific Reference to Code Sections.** The Grantors hereby make specific reference to Code Secs. 2207A (concerning tax on QTIP property), 2207B (concerning tax on property included under Code Sec. 2036) and 2603(b) (concerning the generation-skipping transfer tax under Chapter 13 of the Code) and to corresponding provisions of state law, and direct that they shall apply to the extent they are consistent with the above and shall not apply to the extent they are inconsistent with the above.

**C. Apportionment Prevails Over Abatement.** If payment of taxes from the Balance of the Predeceased Spouse's Trust Fund in accordance with the foregoing exhausts the gift of the Balance of the Predeceased Spouse's Trust Fund, the balance of tax due shall be apportioned in accordance with the rules of tax apportionment rather than the rules of abatement.

## **ARTICLE XII**

### **The Survivor's Trust**

Property that is to be held in the Survivor's Trust shall be held under this Article, and all references to the "Survivor's Trust" shall be to the trust held under this Article. Upon and after the Predeceased Spouse's death, the Trustees shall pay all property to be disposed of under this Article as follows:

**A. Disposition of Trust Property during the Surviving Spouse's Lifetime.** During the Surviving Spouse's life, the Trustees shall distribute to the Surviving Spouse as much of the net income and principal of the Survivor's Trust as the Surviving Spouse may from time to time direct, in writing, and such additional amounts of net income or principal as the Trustees may at

any time and from time to time determine. Any net income not so distributed shall be accumulated and annually added to principal. The Survivor's Trust shall be used to ensure that the best available care and support is provided to the Surviving Spouse to meet all of his or her lifetime needs. All assets of the Survivor's Trust are to be considered available for that purpose, and the Trustees shall at all times be guided by that purpose and intent. The Trustees shall liberally distribute income and principal of the Survivor's Trust for the benefit of the Surviving Spouse and the rights of successor beneficiaries hereunder shall be considered secondary. In addition, the Trustees shall make every effort to involve the Surviving Spouse in decision-making regarding his or her personal care and financial matters. The Trustees shall make every effort to determine the wishes of the Surviving Spouse and make decisions that conform to them. The Trustees shall make every effort to make decisions that the Trustees believe the Surviving Spouse would make, if he or she were able to make such decisions known and to bear in mind that the least restrictive alternatives for living arrangements are desirable so that he or she may live with the greatest degree of dignity possible.

**B. Payments after Death.** Upon the death of the Surviving Spouse and subject to the Surviving Spouse's general power of appointment set forth below in this Article, the Trustees shall pay all property then belonging to or to be disposed of under the Survivor's Trust, together with all property passing to or distributable to the Trustees under this Trust Agreement as a result of the Surviving Spouse's death (the "Survivor's Trust Fund") as follows:

1. If the Surviving Spouse's probate estate (excluding income) is insufficient to pay the Surviving Spouse's funeral expenses, all claims against the Surviving Spouse's probate estate and the expenses of administering the Surviving Spouse's probate estate, the Trustees shall make available to the Surviving Spouse's Executor out of the Survivor's Trust Fund (including by direct payment thereof as directed by the Surviving Spouse's Executor), such sums as the Surviving Spouse's Executor shall certify to be required to make good such insufficiency; provided if no such Executors are serving, then the Trustees are authorized to pay such debts and expenses directly without direction by the Executors. Nothing herein, however, shall be deemed to authorize the Trustees to make any such payment of property where such property was not otherwise subject to the claims to be paid. Without limiting the foregoing, the Trustees are also authorized to pay or reimburse, in the manner set forth above any reasonable and necessary costs of the Surviving Spouse's funeral (and related expenses) in excess of any limit thereon imposed by applicable state

or Federal law. In addition, if the Surviving Spouse's Will gives the Surviving Spouse's entire residuary estate to the Trustees under this Trust Agreement, the Trustees shall satisfy any unsatisfied preresiduary pecuniary legacy (to the extent of such insufficiency) in the Surviving Spouse's Will and shall distribute real property, Personal Effects and intangible personal property forming part of the Survivor's Trust Fund in the way and to the recipients specified in the preresiduary provisions of the Surviving Spouse's Will (to the extent not satisfied thereunder). Such gifts and provisions shall be construed and applied as if the trust property had been owned outright by the Surviving Spouse and disposed of under the Surviving Spouse's Will, and distribution shall be made directly to the recipients named in the Will and not to the Surviving Spouse's Executor, so that the trust property does not pass through and become a part of the Surviving Spouse's probate estate.

2. The Trustees shall pay any death taxes that result from the Surviving Spouse's death out of the Survivor's Trust Fund in the manner provided below in the provisions governing payment of death taxes.

3. The Trustees shall dispose of the balance of the Survivor's Trust Fund remaining after these payments in the manner provided below in this Article.

**C. Specific Gifts.**

1. The Trustees shall distribute the following items to the recipients set forth below, provided that the amounts below shall be reduced (to an amount not less than \$0) to account for any amounts passing directly to such beneficiaries upon the death of either Grantor by beneficiary designation, transfer on death designation, or other transfer outside of this Trust Agreement:

a. Thirty Thousand Dollars (\$30,000) to **Edmonds Unitarian Universalist Congregation**, located at the time of the signing of this document at 8109 224th St SW, Edmonds, Washington 98026.

b. Thirty Thousand Dollars (\$30,000) to **Planned Parenthood** of the Great Northwest, Hawaii, Alaska, Indiana, Kentucky, located at the time of the signing of this document at 2001 E. Madison Street, Seattle, Washington 98122 (EIN: 91-068012).

c. Thirty Thousand Dollars (\$30,000) to **Compassion and Choices** of Washington, located at the time of the signing of this document at 101. S.W. Madison Street #8009, Portland, Oregon 97207 (EIN: 84-1328829).

2. The Surviving Spouse may leave a letter, memorandum or other writing concerning some or all the Surviving Spouse's Personal Effects (other than items effectively disposed of above). If the Surviving Spouse does so and the writing can be incorporated by reference as part of this Trust Agreement, deemed an amendment to this Trust Agreement, or otherwise be legally binding, the Grantors direct that it be incorporated or followed and prevail over the dispositions below in this Article. If the writing is not legally binding, the Grantors request (but do not direct) that the Surviving Spouse's wishes as expressed in it be followed. This provision shall apply whether the writing is executed before or after the date of this Trust Agreement.

3. The Trustees shall distribute all Personal Effects held in the Survivor's Trust Fund (other than items effectively disposed of above) to the descendants of the Grantors who survive the Surviving Spouse, per stirpes.

4. The term "Personal Effects" means tangible personal property such as vehicles (including but not limited to cars, trucks, boats, and recreational vehicles), furniture, furnishings, clothing, jewelry, household items, and the like. Such term does not include personally held art, antiques, stamp and coin collections and other collectibles. Additionally, such term does not include property primarily held for investment purposes, nor does it include any property held for use in a trade or business, ordinary currency and cash or bullion.

5. Unless specifically provided otherwise, any gift to an individual under this paragraph shall take effect only if the individual survives the Surviving Spouse.

6. A gift of property under this Article includes the Surviving Spouse's rights under any insurance policies covering that property or the proceeds of such policies.

D. **Gift of the Balance of the Survivor's Trust.** The Trustee shall distribute the remaining property in the Survivor's Trust in equal shares to the then-living children and then-living grandchildren of the Grantors; provided, however that the share for **Heidi** [REDACTED] if she survives the Grantors, shall include the Grantors' real property located at 3322 I Street NE,

Auburn, Washington 98002 (at its appraised fair market value at the time of the death of the Surviving Grantor, and even if this exceeds the value of Heidi [REDACTED] proportional share hereunder). Any share allocated for the benefit of Heather [REDACTED] shall be administered and distributed in accordance with the provisions of Article XVI of this Trust Agreement. Any share allocated for the benefit of a descendant of the Grantors who has not yet attained the age of twenty-five (25) years shall be administered and distributed in accordance with the provisions of Article XVII of this Trust Agreement.

**E. Commingling of Community Property Prohibited.** Notwithstanding the other provisions of this Article, if the Surviving Spouse is remarried during the term of the Survivor's Trust, then (i) the Trustees shall separately account for any community property (whether principal or income) coming into the possession of the Trustees during that time, so that no commingling occurs, and (ii) upon the death of the first to die of the Surviving Spouse and such subsequent spouse, the subsequent spouse's one-half interest in any such community property shall not be part of the Survivor's Trust Fund (except that it shall be available to the Trustees to pay the subsequent spouse's share of any community debts) but shall instead be paid to such subsequent spouse, if living, otherwise to his or her personal representative.

**F. The Surviving Spouse's General Power of Appointment.** Anything to the contrary herein notwithstanding but subject to the foregoing provision in this Article concerning commingling, the Surviving Spouse shall have, as of his or her death, a general power of appointment over all of the Survivor's Trust Fund. Such general power of appointment may be exercised, either before or after the death of the Predeceased Spouse, in favor of such persons, including the Surviving Spouse's estate, on such terms as the Surviving Spouse may appoint by a Will or other signed writing specifically referring to such power of appointment.

### **ARTICLE XIII**

#### **Payment of the Surviving Spouse's Death Taxes**

**A. Pay Taxes on Trust Property from Balance of Trust Fund.** All estate, inheritance, legacy, succession, generation-skipping or other wealth transfer taxes (other than any additional estate tax imposed by Code Secs. 2031(c)(5)(C) or 2032A(c), or any generation-skipping transfer tax on any generation-skipping transfer other than a direct skip or comparable



taxes imposed by any other taxing authority) imposed by any domestic or foreign taxing authority as a result of the Surviving Spouse's death, but only to the extent imposed upon property passing under the Surviving Spouse's Will or this Trust Agreement, together with interest and penalties on those taxes, shall be charged against and paid without apportionment out of the Balance of the Surviving Spouse's Trust Fund and before any determination of the Balance of the Surviving Spouse's Trust Fund or of any shares or interest therein. Such taxes on property not passing under this Trust Agreement or the Surviving Spouse's Will shall be apportioned to and paid from such property by those succeeding to such property, taking into account the provisions of any instrument governing such property, the provisions of the Code and any provisions of other applicable law apportioning such taxes.

**B. Specific Reference to Code Sections.** The Grantors hereby make specific reference to Code Secs. 2207A (concerning tax on QTIP property), 2207B (concerning tax on property included under Code Sec. 2036), and 2603(b) (concerning the generation-skipping transfer tax under Chapter 13 of the Code) and to corresponding provisions of state law and direct that they shall apply to the extent they are consistent with the above and shall not apply to the extent they are inconsistent with the above.

**C. Apportionment Prevails over Abatement.** If payment of taxes from the gift of the Balance of the Surviving Spouse's Trust Fund in accordance with the foregoing exhausts the gift of the Balance of the Surviving Spouse's Trust Fund, the balance of tax due shall be apportioned in accordance with the rules of tax apportionment rather than the rules of abatement.

#### **ARTICLE XIV**

##### **Takers of Last Resort**

If the provisions of this Trust Agreement fail to effectively dispose of any property, that property shall be distributed to (a) one-half (1/2) (or all, if there are no persons to take under item (b)) to the persons who would have inherited Terry's personal estate in the shares that they would have inherited it, had Terry died a resident of the State of Washington, unmarried and without a valid Will, on the date on which expires the interest of the last beneficiary of the property under this Trust Agreement, and (b) one-half (1/2) (or all, if there are no persons to take under item (a)) to the persons who would have inherited the personal estate of Vicky in the shares that they would

have inherited it, had Vicky died a resident of the State of Washington, unmarried and without a valid Will, on the date on which expires the interest of the last beneficiary of the property under this Trust Agreement.

## ADMINISTRATIVE PROVISIONS

### ARTICLE XV

#### Family Trust

Property that is to be held in the Family Trust shall be held under this Article, and all references to the "Family Trust" shall be to the trust or trusts held under this Article.

A. **During the Surviving Spouse's Life.** The following provisions shall apply during the Surviving Spouse's life:

1. The Trustees may, but shall not be required to, distribute to the Surviving Spouse as much of the net income and principal of the trust as the Trustees may at any time and from time to time determine, for the Surviving Spouse's health, e, maintenance or support, in the Surviving Spouse's accustomed manner of living.

2. The Trustees may, but shall not be required to, distribute to the Surviving Spouse as much of the net income and principal of the trust as the Trustees (excluding, however, any Interested Trustee) may at any time and from time to time determine, for any purpose.

3. Any net income not so distributed shall be accumulated and annually added to principal.

4. Without limiting the Trustees' discretion, the Trustees shall consider the needs of the Surviving Spouse as more important than the needs of the descendants of the Grantors or any other remainder beneficiary.

B. **Upon the Surviving Spouse's Death.** Upon the death of the Surviving Spouse, the Trustee shall distribute the remaining property then held in the Family Trust in equal shares to the then-living children and then-living grandchildren of the Grantors; provided, however that the share for Heidi [REDACTED] if she survives the Grantors, shall include the Grantors' real property located at 3322 I Street NE, Auburn, Washington 98002. Any share allocated for the benefit of Heather [REDACTED] if she survives the Grantors, shall be administered and distributed

in accordance with the provisions of Article XVI of this Trust Agreement. Any share allocated for the benefit of a descendant of the Grantors who has not yet attained the age of twenty-five (25) years shall be administered and distributed in accordance with the provisions of Article XVII of this Trust Agreement.

C. **The Surviving Spouse Disclaims.** If the Surviving Spouse disclaims his or her interest in the income and principal of all or a portion of the Family Trust, the disclaimed property shall be disposed of as if he or she had survived the Predeceased Spouse and died immediately thereafter.

## ARTICLE XVI

### Separate Trust for Heather [REDACTED]

Property that is to be held in a separate trust for the benefit of Heather [REDACTED] ("Heather") shall be held under this Article.

A. **During the Heather's Life.** The following provisions shall apply during the Beneficiary's life:

1. The Trustees may, but shall not be required to, distribute to Heather as much of the net income and principal of the trust as the Trustees may from time to time select for the Heather's health, education, maintenance or support in her accustomed manner of living.

2. The Trustees may, but shall not be required to, distribute to Heather as much of the net income and principal of the trust as the Trustees (excluding, however, any Interested Trustee) may at any time and from time to time determine for any purpose.

3. Any net income not so distributed shall be accumulated and annually added to principal.

4. Without limiting the Trustees' discretion, the Trustees may consider the needs of Heather as more important than the needs of her descendants or of any other remainder beneficiary.

5. Without limiting the Trustees' discretion, the Grantors suggest that no distribution of principal be made from any trust for Heather that is exempt from Federal generation-skipping transfer tax (a "GST Exempt Trust") until the principal of any trust that is not

exempt from Federal generation-skipping transfer tax (a "GST Non-Exempt Trust") for that Beneficiary is exhausted, unless there is a compelling reason to do so.

B. **Upon Heather's Death.** Upon Heather's death, the property then held in her trust shall be set aside and divided into per stirpital shares for Heather's then living descendants or, if no such descendant is then living, then in per stirpital shares for then living descendants of the Grantors.

C. **Disinterested Trustees May Confer Power.** The Trustees (excluding, however, any Interested Trustee) may, at any time prior to the death of the Beneficiary, by an instrument in writing (1) confer upon the Beneficiary a power exercisable only by Last Will and Testament to appoint all or part of the trust to the creditors of the Beneficiary's estate (other than any taxing authority), and the instrument conferring the power may require consent of the Trustees (other than any Interested Trustee or any Trustee who conferred the power upon the Beneficiary); (2) revoke any such instrument previously executed, with or without executing a replacement instrument; and/or (3) irrevocably relinquish the powers conferred under (1) and/or (2). Without limiting the Trustees' discretion, the Trustees may use the authority conferred by this paragraph to subject the trust property to estate tax when it appears that it may reduce overall taxes to do so.

## ARTICLE XVII

### **Separate Trusts for a Grandchild or More Remote Descendant**

Property that is to be held in a Separate Trust for a Grandchild or More Remote Descendant or Separate Trusts for a Grandchild or More Remote Descendant shall be held under this Article, and all references to a "Separate Trust for a Grandchild or More Remote Descendant" or the "Separate Trusts for a Grandchild or More Remote Descendant" shall be to the trust or trusts held under this Article. Each Grandchild or more remote descendant shall be hereinafter referred to in this Article as "Beneficiary."

A. **During the Beneficiary's Life.** The following provisions shall apply during the Beneficiary's life:

1. The Trustees may, but shall not be required to, distribute to the Beneficiary as much of the net income and principal of the trust as the Trustees may from time to time select

for the recipient's health, education, maintenance or support in his or her accustomed manner of living.

2. The Trustees may, but shall not be required to, distribute to the Beneficiary as much of the net income and principal of the trust as the Trustees (excluding, however, any Interested Trustee) may at any time and from time to time determine for any purpose.

3. Any net income not so distributed shall be accumulated and annually added to principal.

4. Without limiting the Trustees' discretion, the Trustees may consider the needs of the Beneficiary as more important than the needs of the Beneficiary's descendants or of any other remainder beneficiary.

5. Upon the Beneficiary attaining the age of twenty-five (25) years, the Trustee shall distribute to the Beneficiary one-half (1/2) of the remaining assets of the trust; and upon the Beneficiary attaining the age of thirty (30) years, the Trustee shall distribute to the Beneficiary the remaining assets of the trust, and the trust shall terminate.

**B. Upon the Beneficiary's Death.** Upon the Beneficiary's death, the property then held in his or her trust shall be set aside and divided into per stirpital shares for the Beneficiary's then living descendants or, if no such descendant is then living, then in per stirpital shares for the Grantors' descendants.

**C. Disinterested Trustees May Confer Power.** The Trustees (excluding, however, any Interested Trustee) may, at any time prior to the death of the Beneficiary, by an instrument in writing (1) confer upon the Beneficiary a power exercisable only by Last Will and Testament to appoint all or part of the trust to the creditors of the Beneficiary's estate (other than any taxing authority), and the instrument conferring the power may require consent of the Trustees (other than any Interested Trustee or any Trustee who conferred the power upon the Beneficiary); (2) revoke any such instrument previously executed, with or without executing a replacement instrument; and/or (3) irrevocably relinquish the powers conferred under (1) and/or (2). Without limiting the Trustees' discretion, the Trustees may use the authority conferred by this paragraph to subject the trust property to estate tax when it appears that it may reduce overall taxes to do so.

## ARTICLE XVIII

### Substance Abuse

The following provisions apply to all trusts created under this Trust Agreement, except as expressly provided to the contrary in this Article entitled "Substance Abuse:"

A. **Dependence.** If the Trustees reasonably believe that: (1) a beneficiary of any trust created under this Trust Agreement (i) routinely or frequently uses or consumes any illegal drugs or other illegal chemical substance so as to be physically or psychologically dependent upon that drug or substance, or (ii) is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a licensed medical doctor or psychiatrist in a current program of treatment supervised by that doctor or psychiatrist; and (2) as a result of such use or consumption, the beneficiary is incapable of caring for himself or herself, or is likely to dissipate the beneficiary's financial resources; then the Trustees must follow the procedures set forth below.

B. **Testing.** The Trustees will request the beneficiary to submit to one or more examinations (including laboratory tests of hair, tissue, or bodily fluids) determined to be appropriate by a licensed medical doctor or psychiatrist selected by the Trustees. The Trustees will request the beneficiary to consent to full disclosure by the examining doctor or facility to the Trustees of the results of all the examinations. The Trustees shall maintain strict confidentiality of those results and will not, without the beneficiary's written permission, disclose those results to any person other than the beneficiary. The Trustees may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustees.

C. **Treatment.** If, in the opinion of the examining doctor or psychiatrist, the examination indicates current or recent use of a drug or substance as described above, the beneficiary must consult with the examining doctor or psychiatrist to determine an appropriate method of treatment for the beneficiary. Treatment may include counseling or treatment on an in-patient basis in a rehabilitation facility. If the beneficiary consents to the treatment, the Trustees may pay the costs of treatment directly to the provider of those services from the income or principal otherwise authorized or required to be distributed to the beneficiary, if the Trustees

otherwise determine that the funds are available to do so and it is in the best interests of the beneficiary to do so.

**D. Mandatory Distributions Suspended.** If the examination indicates current or recent use of a drug or substance as described above, all mandatory distributions and all withdrawal rights from the trust estate with respect to the beneficiary during the beneficiary's lifetime (including distributions upon termination of the trust for reasons other than the death of the beneficiary) will be suspended until:

1. in the case of use or consumption of an illegal drug or illegal substance, examinations indicate no such use; and
2. in all cases of dependence, until the Trustees, in the Trustees' judgment, determine that the beneficiary is fully capable of caring for himself or herself and is no longer likely to dissipate his or her financial resources.

**E. Discretionary Distributions.** While mandatory distributions are suspended, the trust will be administered as a discretionary trust to provide for the beneficiary according to the provisions of the trust providing for discretionary distributions in the Trustees' discretion (other than an Interested Trustee) and those provisions of the trust relating to distributions for the beneficiary's health, education, maintenance or support.

**F. Resumption of Mandatory Distributions and Withdrawals.** When mandatory distributions to and withdrawals by the beneficiary are resumed, the remaining balance, if any, of the mandatory distributions that were suspended shall be distributed to the beneficiary at that time and the balance of any rights of withdrawal by the beneficiary shall be immediately exercisable by the beneficiary. If the beneficiary dies before mandatory distributions or rights of withdrawal are resumed, the remaining balance of the mandatory distributions that were suspended shall be distributed to the alternate beneficiaries of the beneficiary's share as provided herein.

**G. Other Prohibitions During Mandatory Suspension of Benefits.** If mandatory distributions to a beneficiary are suspended as provided above in this Article, then as of such suspension, the beneficiary shall automatically be disqualified from serving, and if applicable shall immediately cease serving, as a Trustee, or in any other capacity in which the beneficiary would serve as, or participate in the removal or appointment of any Trustee hereunder.

H. **Exoneration Provision.** It is not the Grantors' intention to make the Trustees (or any psychiatrist or other medical doctor retained by the Trustees) responsible or liable to anyone for a beneficiary's actions or welfare. The Trustees have no duty to inquire whether a beneficiary uses drugs or other substances. The Trustees (and any psychiatrist or other medical doctor retained by the Trustees) will be indemnified from the trust estate for any liability in exercising the Trustees' judgment and authority under this Article, including any failure to request a beneficiary to submit to medical examination and including a decision to distribute suspended amounts to a beneficiary.

I. **Tax Savings Provisions.** Notwithstanding the provisions of the preceding subparagraphs or any other provision of this Trust Agreement, the Trustees shall not suspend any mandatory distributions required for a trust to qualify, in whole or in part, for any Federal or state marital deduction or charitable deduction or as a qualified subchapter S trust. Additionally, nothing herein shall prevent or suspend any distribution of Retirement Benefits mandated by the provisions of any trust created hereunder to which Retirement Benefits are payable. Finally, nothing herein shall prevent a distribution mandated by the provisions hereof relating to the Maximum Duration of Trusts.

## ARTICLE XIX

### Presumption of Survivorship

Notwithstanding any otherwise applicable provision of law, for purposes of this Trust Agreement, Vicky shall be deemed to have survived Terry if Vicky actually survives Terry for any period of time, however short, or if they die simultaneously or under such circumstances that the order of their deaths cannot be established by proof.



## ARTICLE XX

### Maximum Duration for Trusts

Notwithstanding any provision in this Trust Agreement to the contrary, no separate trust, nor any share or portion thereof, shall be held in trust for longer than, nor shall any estate or trust created by the exercise of any power of appointment hereunder terminate later than, one hundred and fifty (150) years after the date of the Predeceased Settlor's death, with respect to property attributable to the Predeceased Settlor, or the date of the Surviving Spouse's death, with respect to property attributable to the Surviving Spouse. If at the expiration of said period, any separate trust, or any share or portion thereof, is still held in trust, or any estate has not terminated, the Trustee shall cease to accumulate any net income thereof, and such separate trust, or share or portion thereof, or such estate, shall vest in and immediately be distributed to the beneficiary of said net income, or if there shall be more than one such beneficiary, then to all such beneficiaries in equal shares; provided, however, that no trust or estate shall terminate pursuant to the provisions of this paragraph, if such trust or estate would otherwise be legally valid without application of the provisions of this paragraph.

## ARTICLE XXI

### Payments to Minors

Whenever property becomes distributable to a person under twenty-one (21) years of age (described herein as the "Minor" regardless of the actual legal age of majority) for any reason, the Trustees may make the distribution in any way in which the Trustees shall deem appropriate, including (but not limited to) those enumerated in this Article and that will not be inconsistent with any provisions of this Trust Agreement intended to cause a beneficiary of a trust to be treated as the designated beneficiary of a Retirement Plan for purposes of Code Sec. 401(a)(9) and the Regulations thereunder:

A. **Distribution to Trust.** The Trustees may hold the property in a separate trust for the Minor until the Minor attains twenty-one (21) years of age. The Trustees may distribute to the Minor as much of the net income and/or principal of the trust as the Trustees may at any time and from time to time determine, for any purpose, annually adding to principal any undistributed net income. When the Minor reaches twenty-one (21) years of age, the Trustees shall distribute the

property to the Minor. If the Minor dies before reaching twenty-one (21) years of age, then upon the Minor's death, the Trustees shall distribute the property held in trust for the Minor as follows:

1. to the Minor's descendants surviving the Minor, per stirpes; or if there are no such descendants then living, then
2. if the Minor was a grandchild or more remote descendant of the Grantors, to the descendants then living, per stirpes, of the Minor's nearest ancestor who was a descendant of the Grantors with descendants then living; or, if there are no such descendants then living, or if the Minor was a child of the Grantors, then
3. to the Grantors' descendants then living, per stirpes.

Any trust under this paragraph entitled "Distribution to Trust" shall terminate upon the expiration of the Maximum Duration for Trusts as defined elsewhere in this Trust Agreement, and the remaining trust property shall be distributed to the Minor in one of the other ways authorized in this Article.

**B. Distribution to Custodian.** The Trustees may distribute the property to a custodian or successor custodian under any state's version of the Uniform Transfers (or Gifts) to Minors Act, including a custodian selected by the Trustees. The Trustees may select any age for termination of the custodianship permitted under the Act, giving due consideration to selecting twenty-one (21) years of age if that is permitted, and may designate successor custodians.

**C. Distribution Subject to Authority of Trustee.** If not prohibited under applicable state law, the Trustees may actually distribute the property to anyone serving as Trustee under this Trust Agreement, to hold the property on behalf of the Minor, but in a manner so that the property then vests in the Minor, and the Trustee, in managing the property for the Minor, shall have all the powers of a Trustee under this Trust Agreement (including the power to apply the property for the Minor) and be compensated as if the property were a separate trust, but with no duty to account to any court periodically or otherwise.

**D. Distribution to a Guardian of a Minor's Property.** The Trustees may distribute the property to a Guardian of the Minor's estate.

**E. Distribution to a Minor's Parent.** The Trustees may distribute the property to a parent of the Minor even if the parent does not assume any formal fiduciary capacity concerning

the property. Distributions shall be made to a parent of a beneficiary only if the parent either (i) is a descendant of either Grantor, or (ii) was married to a descendant of either Grantor at the date of death of the descendant of such Grantor who was the spouse of the parent to receive the distribution.

F. **Distribution Directly to a Minor.** The Trustees may distribute directly to the Minor property that is of relatively modest monetary value (which the Trustees shall determine in the exercise of sole and absolute discretion) and is appropriate for ownership by an individual of the Minor's age if the Trustees determine that the Minor has the practical capacity to own property of the type and value in question. For purposes of illustration, and without limiting the authority of the Trustees under this paragraph, the Grantors anticipate that the Trustees shall use this authority to distribute, to the Minor, property such as clothing, sporting and recreational equipment, personal computers, tablets or other digital devices, or similar items designed for personal use.

G. **Exoneration of Fiduciary for Distributions for Minor.** The Trustees shall be free from any responsibility for the subsequent disposition of property following the disposition of such property by the Trustees in one of the ways specified in this Article.

## ARTICLE XXII

### Payments to Incapacitated Persons

Whenever property becomes distributable to a person whom the Trustees reasonably and in good faith shall determine is experiencing substantial difficulty in managing financial matters and that such difficulty is not expected to be short-term (described herein as "an Incapacitated Person" regardless of whether a court of competent jurisdiction has determined such person to be incompetent and regardless of whether a guardian, conservator or other legal representative has been appointed for such person), the Trustees may make the distribution in any way in which the Trustees shall deem appropriate, including (but not limited to) those enumerated in this Article and that will not be inconsistent with any provisions of this Trust Agreement intended to cause a beneficiary of a trust to be treated as the designated beneficiary of a Retirement Plan for purposes of Code Sec. 401(a)(9) and the Regulations thereunder.

A. **Distribution to Trust.** The Trustees may hold the property in a separate trust for the Incapacitated Person until the Incapacitated Person is no longer incapacitated as defined above. The Trustees may distribute to the Incapacitated Person as much of the net income and/or principal of the trust as the Trustees may at any time and from time to time determine, for any purpose, annually adding to principal any undistributed net income. When the Incapacitated Person is no longer incapacitated, the Trustees shall distribute the property to the formerly Incapacitated Person. If the Incapacitated Person dies before the property is distributed to him or her, then upon the Incapacitated Person's death, the Trustees shall distribute the property to the Executor of the Incapacitated Person.

B. **Distribution Subject to Authority of Trustee.** If not prohibited under applicable state law, the Trustees may actually distribute the property to anyone serving as Trustee under this Trust Agreement, to hold the property on behalf of the Incapacitated Person, but in a manner so that the property then vests in the Incapacitated Person, and the Trustee, in managing the property for the Incapacitated Person, shall have all the powers of a Trustee under this Trust Agreement (including the power to apply the property for the Incapacitated Person) and be compensated as if the property were a separate trust, but with no duty to account to any court periodically or otherwise.

C. **Distribution to a Guardian of Incapacitated Person's Property.** The Trustees may distribute the property to a Guardian of the Incapacitated Person's estate.

D. **Distribution to Incapacitated Person's Spouse or Parent.** The Trustees may distribute the property to the spouse or a parent of the Incapacitated Person even if the spouse or parent does not assume any formal fiduciary capacity concerning the property.

E. **Exoneration of Fiduciary for Distributions for Incapacitated Person.** The Trustees shall be free from any responsibility for the subsequent disposition of the property if it is distributed in one of the ways specified in this Article.

#### ARTICLE XXIII

#### Spendthrift Provision

A. **No Assignment.** Each trust shall be a spendthrift trust to the maximum extent permitted by law and no interest in any trust hereunder shall be subject to a beneficiary's liabilities

or creditor claims, assignment or anticipation. Notwithstanding the foregoing, no provision of this Article shall prevent the appointment of an interest in a trust through the exercise of a power of appointment in a non-fiduciary capacity.

B. **Protection from Creditors.** If the Trustees shall determine that a beneficiary would not benefit as greatly from any outright distribution of trust income or principal because of the availability of the distribution to the beneficiary's creditors, the Trustees shall instead expend those amounts for the benefit of the beneficiary. This direction is intended to enable the Trustees to give the beneficiary the maximum possible benefit and enjoyment of all the trust income and principal to which the beneficiary is entitled.

C. **Limitation of Court's Authority.** No court shall have the authority or discretion to direct that there be a distribution or allowance from principal to any income beneficiary hereunder notwithstanding any applicable state statute.

#### ARTICLE XXIV

##### Exercise of Powers Created Hereunder

A. **Form of Appointment.** A power of appointment conferred hereunder upon a person in his or her individual capacity (a "Non-Fiduciary Power") may be exercised in favor of one or more persons to or for whom the power may be exercised, in any proportions, in any lawful estates and interests, whether absolute or in further trust. Such a Non-Fiduciary Power may be exercised to create further Non-Fiduciary Powers which may be made exercisable in the same or a different manner. A limited power of appointment may be exercised to confer a limited or general power, including a presently exercisable limited or general power.

B. **Trustees under Appointment.** The Trustee under an appointment in further trust may be any person not prohibited from serving as Trustee under this Trust Agreement and may be given fiduciary powers (including discretionary powers over distributions), exercisable, however, only in favor of permissible objects of the exercised power.

C. **Testamentary Power.** A Non-Fiduciary Power, if any, that is exercisable only by the powerholder's last will and testament may also be exercised by a separate written instrument signed by the powerholder (other than the powerholder's last will and testament) if the

powerholder's last will and testament contains a direction that the exercise in the other instrument be honored.

**D. Trustees Can Create Trusts.** The authorized Trustees (as defined in this paragraph) may, subject to the provisions set forth in this paragraph, exercise any power to invade the principal of any trust hereunder (referred to as the "invaded trust") by appointing (whether or not there is a current need to invade principal under any standard for invasion of principal set forth in the invaded trust) part or all of the principal of the invaded trust in favor of a trustee of another trust (referred to as the "appointed trust," and defined further below) for the benefit of one or more or all of those beneficiaries for whom the principal of the invaded trust may be currently paid to the exclusion of any one or more of such beneficiaries. The exercise of the power to invade the principal of a trust under this paragraph shall be subject to the following additional provisions:

1. If all of the assets of the invaded trust are to be paid to the appointed trust under the applicable appointment, then the exercise of the power by the authorized Trustees under this paragraph shall apply both to (1) all of the assets currently comprising the principal of the invaded trust, including undistributed accumulated income, and (2) to all assets subsequently paid to or acquired by the invaded trust after the payment to the appointed trust, unless the authorized Trustees who so appoint the principal of the invaded trust provide otherwise in writing at the time of appointment. If only a portion of the trust assets of the invaded trust are to be paid over to the appointed trust under the applicable appointment, then subsequently discovered assets of the invaded trust or assets subsequently paid to or acquired by the invaded trust shall remain assets of the invaded trust, unless the authorized Trustees who so appoint the principal of the invaded trust provide otherwise in writing at the time of appointment.

2. The exercise of the power to invade the principal of a trust under this paragraph shall be by an instrument in writing, signed, and acknowledged by the authorized Trustees. The instrument exercising the power shall be maintained with the records of the invaded trust and may be filed in any court having jurisdiction over the invaded trust.

3. The Trustees shall not be required to notify any person interested in the invaded trust or the appointed trust of any payment or transfer pursuant to the terms of this paragraph, or of the intention to make any such payment or transfer, unless such notice would otherwise be required by the applicable governing law, and the requirement to provide such notice

may not be waived under the applicable governing law. The Grantors hereby waive any requirement imposed by applicable governing law that would otherwise require the Trustees to provide such notice, to the extent that such requirement may be waived. Notwithstanding the foregoing, the Trustees may, but shall not be required to, provide such notice to any person interested in the invaded trust or the appointed trust, if the Trustees determine, in the exercise of sole and absolute discretion, that it is appropriate to provide such notice.

4. The exercise of the power to invade the principal of a trust under this paragraph shall not be treated as being prohibited by any provision in the invaded trust instrument that prohibits amendment or revocation of the trust or that constitutes a spendthrift clause.

5. The provisions of this paragraph shall not be construed to abridge the right of any Trustee to appoint property in further trust that arises under any statutory law or under common law, or as directed by any court having jurisdiction over the invaded trust.

6. Nothing in this paragraph shall be construed as creating or implying a duty on any Trustee acting hereunder to exercise a power to invade principal, and no inference of impropriety shall be made as a result of a Trustee not exercising the power conferred under this paragraph.

7. The authorized Trustees, acting pursuant to the authority granted by this paragraph, may not exercise a power to decrease or indemnify against a Trustee's liability or exonerate a Trustee from liability for failure to exercise the duty of care, diligence and prudence otherwise applicable to the Trustees or to make a binding and conclusive fixation of the value of any asset for purposes of distribution, allocation or otherwise.

8. The authorized Trustees, acting pursuant to the authority granted by this paragraph, may not exercise a power to increase the total compensation of any Trustee of the appointed trust, other than by reason of extending the period, as may be permitted hereunder, during which such Trustee will serve. No Trustee shall receive any paying commission with respect to property transferred pursuant to this paragraph.

9. If any contribution to the invaded trust qualified for the annual exclusion under Code Sec. 2503(b), the marital deduction under Code Sec. 2056(a) or 2523(a), or the charitable deduction under Code Sec. 170(a), 642(c), 2055(a) or 2522(a), is a direct skip whether

or not a nontaxable gift under Code Sec. 2642(c), or qualified for any other specific tax benefit that would be lost by the existence of the authorized Trustee's authority under this paragraph for income, gift, estate, or generation-skipping transfer tax purposes under the Code, then the authorized Trustees shall not (1) have the power to invade the principal of a trust pursuant to this paragraph in a manner that would prevent the invaded trust from qualifying for or would reduce the exclusion, deduction, nontaxable gift or other tax benefit which was originally claimed with respect to that contribution, (2) have the power to make a change, including the grant of a power of appointment, that will result in (a) a change or modification of any standard of payment to or for one or more of the beneficiaries of the invaded trust or (b) a reduction, limitation or other change in any beneficiary's right to a mandatory distribution of income, a mandatory annuity or unitrust interest, a right annually to withdraw a percentage of the value of the trust or a right annually to withdraw a specified dollar amount provided that such mandatory or annual right has already come into effect with respect to the beneficiary. Notwithstanding the foregoing (2) but subject to (1), the authorized Trustees may pay to an appointed trust that is a supplemental needs trust.

10. The authorized Trustees exercising the authority granted by this paragraph may not make a change that will violate any rule against perpetuities or similar rule limiting the duration of trusts applicable to the invaded trust and may not make a change that will disqualify a trust which owns S corporation stock and is a permitted shareholder under Code Sec. 1361(c)(2) from being a permitted shareholder.

11. The current beneficiaries of the appointed trust shall be one, more than one or all of the current beneficiaries of the invaded trust and the successor and remainder beneficiaries of the appointed trust shall be one, more than one or all of the successor or remainder beneficiaries of the invaded trust. If a beneficiary includes a class of persons, such class shall include any person who falls within the class of persons after the payment to the appointed trust. The appointed trust may grant to one or more of the beneficiaries of the appointed trust a power of appointment.

12. The term "appointed trust" shall mean an irrevocable trust other than the invaded trust to which principal is appointed under this paragraph including, but not limited to, a new trust created by the authorized Trustees.



13. The standard for invasion in the appointed trust may be no greater than the standard for invasion of the invaded trust.

14. As used in this paragraph, the term "authorized Trustees" shall refer to the Trustees of any trust hereunder, to the extent that the Trustees are authorized to invade the principal of such trust; provided, however, that any Interested Trustee acting hereunder shall not have the authority to act in accordance with this Article in a manner that would result in the Interested Trustee being permitted to (a) distribute the income or principal of the appointed trust for any reason other than health, education, maintenance or support, within the meaning of Code Sec. 2041(b), or (b) otherwise take any action the Interested Trustee is expressly prohibited from taking under this Trust Agreement.

## **ARTICLE XXV**

### **Retirement Benefits**

The following provisions concern Retirement Benefits payable or distributable to the Trustees under this Trust Agreement (whether directly or through the estate of a deceased Grantor) by reason of the death of a Grantor. As used in this Trust Agreement, the term "Retirement Benefits" (of whatever type) includes any trust, contract, plan, benefit, account, annuity, or bond which arises out of an employer-employee relationship (or in the case of a self-employed person, is deemed or treated as if arising out of an employer-employee relationship), whether non-qualified, qualified under Code Sec. 401, an individual retirement arrangement under Code Secs. 408 or 408A, a tax-sheltered annuity under Code Sec. 403 or any other benefit subject to the distribution rules of Code Sec. 401(a)(9), as well as deferred compensation under any employment, consulting, or director's contract and other benefits normally considered as employee benefits. As used in this Trust Agreement, the term "Retirement Plan" shall mean any plan or agreement under which Retirement Benefits are payable. As used in this Trust Agreement, the term "Participant Grantor" shall mean, with respect to a particular Retirement Plan, the Grantor who is the employee or participant under such Retirement Plan, and with respect to Retirement Benefits, the Grantor from whose employment such Retirement Benefits arose.

The Grantors' intend that the provisions of this Article shall apply to the Grantors' respective interests in any Retirement Benefits payable to the Trustees by reason of a beneficiary

designation or otherwise. To the extent that the provisions of this Article conflict with any expressly contrary provisions contained in any beneficiary designation, Retirement Plan contract or agreement, or other controlling document relating to the interest of the Participant Grantor in any Retirement Benefits, the provisions of such beneficiary designation, Retirement Plan contract or agreement, or other controlling document shall supersede the provisions of this Article. The provisions of this Article directing the allocation or disposition of Retirement Benefits shall relate to any Retirement Benefits payable to the Trustees only to the extent that such Retirement Benefits are not otherwise allocated or directed to be held by the Trustees of one or more particular trusts under this Trust Agreement, by beneficiary designation or otherwise. The provisions of this Article relating to Retirement Benefits held by the Trustees of any particular trust under this Trust Agreement shall apply to any Retirement Benefits payable to the Trustees of such trust, whether by reason of a beneficiary designation, the provisions of this Article, or otherwise.

**A. Property Interests in Other than Participant.** Retirement Benefits payable to the Trustees shall be allocated as follows, if the conditions set forth in the following paragraphs apply:

1. If the Surviving Spouse has an ownership interest in any Retirement Benefits payable to the Trustees at or by reason of the death of the Predeceased Spouse, then the fractional share thereof attributable to such interest shall be paid to the Surviving Spouse (to the extent the share so attributable is not payable under the applicable beneficiary designation to the Surviving Spouse), or to any trust for the Surviving Spouse's benefit which is either revocable by the Surviving Spouse or otherwise includible by the Surviving Spouse's estate for Federal estate tax purposes.

**B. Disposition of Participant's Interest.** Subject to the foregoing provisions concerning interests in one other than the participant, the Retirement Benefits shall be disposed of in the same manner as the Predeceased Spouse's Residuary Trust Fund (if the Predeceased Spouse is the Participant Grantor) or the Surviving Spouse's Residuary Trust Fund (if the Surviving Spouse is the Participant Grantor) except to the extent that such Retirement Benefits are otherwise allocated or directed to be held by the Trustees of one or more particular trusts under this Trust Agreement, by beneficiary designation or otherwise.

C. **Selection of "Payout Schedule."** The Trustees may, in the Trustees' sole and absolute discretion, exercise any right to determine the manner and timing of payment of Retirement Benefits that is available to the recipient of the benefits, but the Trustees must exercise such rights in a manner consistent with the Federal income tax rules governing required minimum distributions under Code Sec. 401(a)(9) to avoid any excise tax under Code Sec. 4974(a) or any other tax or penalty as shall apply for failure to take distributions from the Retirement Plan (referred to herein as a "penalty").

D. **Conduit Trust Provisions for Family Trust.** The following provisions shall be applicable to the Family Trust with respect to all of the Predeceased Spouse's interest in any Retirement Benefits which (i) may be paid, under the terms of the plan or agreement applicable thereto, over the longest period permitted under Code Sec. 401(a)(9) and the Regulations thereunder with respect to distributions following the death of an "employee" before the entire interest in the Retirement Plan is distributed, and (ii) are payable to the Trustees thereof (either directly in accordance with the terms of a beneficiary designation or other controlling document relating to the Retirement Plan, or by reason of the provisions above):

1. Each year, beginning with the year of the Predeceased Spouse's death, the Trustees of the Family Trust shall withdraw from any such Retirement Plan any Required Minimum Distribution for such year, plus such additional amount or amounts as the Trustees (excluding, however, any Interested Trustee) deem advisable in the Trustees' sole discretion. All amounts so withdrawn (net of expenses) shall be distributed to the Surviving Spouse free of trust, if the Surviving Spouse is then living. If the Surviving Spouse is not then living, the Trustees shall instead distribute any Required Minimum Distribution in the manner provided for the distribution of the principal of the Family Trust upon the death of the Surviving Spouse.

2. The following definitions shall apply in administering these provisions relating to the Family Trust. The Required Minimum Distribution shall be such amount (if any) as the Trustee shall be required to withdraw in each year of the Applicable Distribution Period under the laws then applicable to such Retirement Plan to avoid a penalty. In the event that such applicable law does not require the Trustee to withdraw any portion of the Retirement Plan until the end of the Applicable Distribution Period in order to avoid the penalty, the Trustee may, in the Trustee's sole discretion, refrain from withdrawing any amount from the Retirement Plan in any

given year during the Applicable Distribution Period provided that all amounts required to be withdrawn by the end of the Applicable Distribution Period are so withdrawn. During the period in which the Surviving Spouse is living, the Applicable Distribution Period means the life expectancy of the Surviving Spouse. Otherwise, the Applicable Distribution Period means the longest period permitted for a designated beneficiary or eligible designated beneficiary, as the case may be, under Code Sec. 401(a)(9) and the Regulations thereunder.

3. It is the Grantors' intent that any Retirement Benefits subject to the provisions of this paragraph be distributed over the longest period permitted under Code Sec. 401(a)(9) and the Regulations thereunder without incurring a penalty. Notwithstanding any other provision of this Trust Agreement to the contrary, the Applicable Distribution Period shall be such longest period over which the Retirement Benefits may be distributed to the trust under Code Sec. 401(a)(9) and the Regulations thereunder without incurring a penalty, and any provision of this paragraph to the contrary shall be void, provided, however, that any provisions deemed void hereunder shall be severable, and all remaining provisions of this Trust Agreement shall apply.

4. Notwithstanding the foregoing, if the Predeceased Spouse's death occurred on or after the Predeceased Spouse "required beginning date" with respect to such benefit, the Required Minimum Distribution for the year of the Predeceased Spouse's death shall mean (a) the amount that was required to be distributed to the Predeceased Spouse with respect to such benefit during such year, minus (b) amounts actually distributed to the Predeceased Spouse with respect to such benefit during such year. Life expectancy, and the meaning of "required beginning date" and other terms in this paragraph, shall be determined in accordance with Code Sec. 401(a)(9).

**E. Conduit Trust Provisions for Separate Trusts for a Grandchild or More Remote Descendant.** The following provisions shall be applicable to each Separate Trust for a Grandchild or More Remote Descendant held hereunder with respect to the entire interest of either Grantor in any Retirement Benefits which (i) may be paid, under the terms of the plan or agreement applicable thereto, over the longest period permitted under Code Sec. 401(a)(9) and the Regulations thereunder with respect to distributions following the death of an "employee" before the entire interest in the Retirement Plan is distributed, and (ii) are payable to the Trustees thereof (either directly in accordance with the terms of a beneficiary designation or other controlling document relating to the Retirement Plan, or by reason of the provisions above):

1. Each year, beginning with the year of the Participant Grantor's death, the Trustees of such trust shall withdraw from any such Retirement Plan any Required Minimum Distribution for such year, plus such additional amount or amounts as the Trustees (excluding, however, any Interested Trustee) deem advisable in the Trustees' sole discretion. All amounts so withdrawn (net of expenses) shall be distributed to the Beneficiary (as defined below in this paragraph) free of trust, if the Beneficiary is then living. If the Beneficiary is not then living, the Trustees shall instead distribute any Required Minimum Distribution in the manner provided for the distribution of the principal of such trust upon the death of the Beneficiary.

2. The following definitions shall apply in administering these provisions relating to such trust. The Required Minimum Distribution shall be such amount (if any) as the Trustee shall be required to withdraw in each year of the Applicable Distribution Period under the laws then applicable to such Retirement Plan to avoid a penalty. In the event that such applicable law does not require the Trustee to withdraw any portion of the Retirement Plan until the end of the Applicable Distribution Period in order to avoid a penalty, the Trustee may, in the Trustee's sole discretion, refrain from withdrawing any amount from the Retirement Plan in any given year during the Applicable Distribution Period provided that all amounts required to be withdrawn by the end of the Applicable Distribution Period are so withdrawn. The Applicable Distribution Period is as follows:

a. If the Beneficiary is "disabled" or "chronically ill" within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of the Participant Grantor's death (or such other time as shall be permitted or prescribed by the Code or Regulations), the Applicable Distribution Period means the life expectancy of the Beneficiary, until the death of such Beneficiary (referred to herein as the "Triggering Event").

b. If the Beneficiary is not "disabled" or "chronically ill" within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of the Participant Grantor's death (or such other time as shall be permitted or prescribed by the Code or Regulations), but is a Minor Child of the Participant Grantor, the Applicable Distribution Period means the life expectancy of the Beneficiary, until the first to occur of (a) the Beneficiary attaining the age of majority or (b) the death of the Beneficiary (referred to herein as the "Triggering Event").

c. If the Beneficiary is not "disabled" or "chronically ill" within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of the Participant Grantor's death (or such other time as shall be permitted or prescribed by the Code or Regulations), and is not a Minor Child of the Participant Grantor, but otherwise qualifies as an "eligible designated beneficiary" within the meaning of Code Sec. 401(a)(9)(E), the Applicable Distribution Period means the life expectancy of the Beneficiary, until the death of the Beneficiary (referred to herein as the "Triggering Event").

d. Following the Triggering Event, or if none of the above provisions regarding the Applicable Distribution Period apply, the Applicable Distribution Period means the longest period permitted for a designated beneficiary under Code Sec. 401(a)(9) and the Regulations thereunder without incurring a penalty.

e. It is the Grantors' intent that any Retirement Benefits subject to the provisions of this paragraph be distributed over the longest period permitted under Code Sec. 401(a)(9) and the Regulations thereunder without incurring a penalty. Notwithstanding any other provision of this Trust Agreement to the contrary, the Applicable Distribution Period shall be such longest period over which the Retirement Benefits may be distributed to the trust under Code Sec. 401(a)(9) and the Regulations thereunder without incurring a penalty, and any provision of this paragraph to the contrary shall be void, provided, however, that any provisions deemed void hereunder shall be severable, and all remaining provisions of this Trust Agreement shall apply.

3. Notwithstanding the foregoing, if the Participant Grantor's death occurred on or after the Participant Grantor's "required beginning date" with respect to such benefit, the Required Minimum Distribution for the year of the Participant Grantor's death shall mean (a) the amount that was required to be distributed to the Participant Grantor with respect to such benefit during such year, minus (b) amounts actually distributed to the Participant Grantor with respect to such benefit during such year. Life expectancy, and the meaning of "required beginning date" and other terms in this paragraph, shall be determined in accordance with Code Sec. 401(a)(9).

4. As used in this paragraph to define the person to whom amounts are to be distributed, the term "the Beneficiary" shall refer to the person who is the Beneficiary of the trust under the terms and provisions of the Separate Trusts for a Grandchild or More Remote Descendant hereunder. In addition, as used in this paragraph, the term "Minor Child" shall only

mean a Beneficiary who is a "child of the employee" who has not attained the age of majority within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of the Participant Grantor's death.

F. **Exclusion of Retirement Benefits from Creditors.** Anything to the contrary in this Trust Agreement notwithstanding, any Retirement Benefits payable to the Trustees under this Trust Agreement shall, however, never be or become part of the Participant Grantor's probate or testamentary estate hereunder, and nothing in this Trust Agreement shall be deemed to subject those proceeds to payment of debts or expenses of the Participant Grantor.

## ARTICLE XXVI

### Life Insurance

The following provisions concern proceeds of life insurance that become payable or distributable to the Trustees under this Trust Agreement (whether directly or through the estate of a deceased Grantor) by reason of the death of a Grantor:

A. **Property Interests in Other than Insured.** Proceeds shall be allocated and paid as follows:

1. If the Surviving Spouse has an ownership interest in any life insurance proceeds payable to the Trustees hereunder at or by reason of the death of the Predeceased Spouse's death, then the proceeds with respect to such life insurance attributable to such interest shall be paid to the Survivor's Trust hereunder (to the extent the proceeds or share so attributable are not payable under the applicable beneficiary designation to the Surviving Spouse or the Survivor's Trust hereunder or to any trust for the Surviving Spouse's benefit which is either recoverable by the Surviving Spouse or otherwise includible in the Surviving Spouse's estate for Federal estate tax purposes).

B. **Disposition of Insured's Interests.** Except as provided above in this Article, life insurance proceeds payable by reason of the death of a Grantor shall be disposed of in the same manner as the participant decedent's (Predeceased Spouse's or Surviving Spouse's) Residuary Trust Fund. These provisions are subject to the following exemptions from creditors.

C. **Exclusion of Proceeds from Creditors.** Anything to the contrary in this Trust Agreement notwithstanding, any proceeds of life insurance payable to the Trustees under this Trust Agreement shall, however, never be or become part of the probate or testamentary estate of either

Grantor, and nothing in this Trust Agreement shall be deemed to subject those proceeds to payment of the debts or expenses of either Grantor.

## ARTICLE XXVII

### Trustee Provisions

A. **Co-Trustees.** A Co-Trustee may be appointed by a then serving Trustee (the "appointing Trustee") at any time, regardless of how many trustees are serving. A Co-Trustee so appointed hereunder shall serve while the appointing Trustee serves, and shall continue to serve if the appointing Trustee fails or ceases to serve in lieu of any successor trustee named or identified herein by the Grantors, and any successor trustee named or identified herein by the Grantors shall serve only after the co-trustee is no longer serving. Any appointment of a Co-Trustee hereunder shall be made by an acknowledged instrument delivered to any and all other Trustees who may then be serving.

B. **Successor Trustees.** If a specific successor Trustee is named to succeed a particular Trustee named in this Article, such specific successor Trustee shall serve as successor as appointed above. In all other cases, a Trustee (the "appointing Trustee") may appoint successor Trustees in accordance with this paragraph:

1. If only one trustee is serving hereunder and if no successor trustee has been named or identified herein or has been otherwise named pursuant to the provisions hereof, such trustee may appoint a successor trustee to serve when the appointing trustee fails or ceases to serve as trustee.

2. If an appointing Trustee names a successor Trustee, and if the Grantors have also named or provided for the appointment of one or more successor Trustees herein, the appointments the Grantors have made herein shall take priority.

3. Any appointment of a successor Trustee shall be made by an acknowledged instrument delivered to any and all other Trustees who may then be serving.

C. **Filling Trustee Vacancies.** If there is neither an effectual appointment of a successor Trustee nor any effectual provision otherwise hereunder for the appointment of a successor Trustee, the Surviving Spouse, if living and capable of making the appointment or, if the Surviving Spouse is living but not capable of making the appointment, the guardian or similar



fiduciary appointed to manage the Surviving Spouse's property or estate, shall have the right to appoint an individual, corporation or other entity with fiduciary powers to replace a removed Trustee or whenever the office of Trustee becomes vacant.

**D. Compensation of Trustees.** Individual Trustees shall receive reasonable compensation in accordance with the law of the State of Washington in effect at the time of payment, unless the Trustee waives compensation. A corporate Trustee shall be compensated by agreement with the individual Trustee or, in the absence of such agreement, in accordance with its fee schedule as in effect at the time of payment. The Grantors authorize a corporate Trustee, if permitted by state law, to charge additional fees for services it provides to a trust hereunder that are not comprised within its duties as Trustee; for example, a fee charged by a mutual fund it administers in which a trust hereunder invests, a fee for providing an appraisal or a fee for providing corporate finance or investment banking services. The Grantors also recognize that a corporate Trustee may charge separately for some services comprised within its duties as Trustee; for example, a separate fee for investing cash balances or preparing tax returns. Such separate charges shall not be treated as improper or excessive merely because they are added on to a basic fee in calculating total compensation for service as Trustee. In calculating any compensation based on the value of a trust, a policy of insurance on the life of a living person shall be deemed to have no value.

## **ARTICLE XXVIII**

### **Fiduciary Provisions**

#### **A. General Provisions Regarding Changes in Fiduciaries.**

1. In the event that the sole Trustee of a trust is a beneficiary of the trust, the Trustee may appoint, but shall not be required to appoint, a Co-Trustee as provided herein. A beneficiary's interest shall not be merged or converted into a legal life estate or estate for years because the beneficiary is the sole Trustee. If this would still happen under applicable law, then a Co-Trustee shall be appointed in preference to such merger or conversion.

2. Separate trusts hereunder may have different Trustees.

3. To the extent not prohibited by applicable law, any Trustee may resign at any time without court approval, whether or not a successor has been appointed, provided the

resigning Trustee complies with any applicable state law governing the resignation of the Trustee that may not be waived by a governing instrument. Such resignation shall be by acknowledged instrument executed by the resigning Trustee and delivered to any other fiduciary acting hereunder. If no other fiduciary is then acting hereunder, any instrument by which a Trustee is resigning shall be delivered to the then living eldest adult and competent beneficiary of the trust from which such Trustee is resigning, or, if no such beneficiary is adult and competent, to the guardian of the eldest living beneficiary of such trust, or, if such beneficiary is a minor and no guardian for such minor has been appointed and is acting, then to the parent of such beneficiary with whom such beneficiary resides.

4. No individual fiduciary hereunder shall participate in any decision with respect to any tax election or option, under Federal, state or local law that could enlarge, diminish or shift his or her beneficial interest hereunder from or to the beneficial interest hereunder of another person. Any such tax election or option shall be made only by a fiduciary or fiduciaries that do not have a beneficial interest hereunder or whose beneficial interest could not be enlarged, diminished or shifted by the election or option. If the only fiduciary or fiduciaries who otherwise could exercise such tax election or option hold beneficial interests hereunder that could be so enlarged, diminished or shifted, another individual or a bank or trust company (but not an individual, bank or trust company that is related or subordinate within the meaning of Code Sec. 672(c) to any acting fiduciary hereunder) shall be appointed by the fiduciary or fiduciaries by an acknowledged instrument delivered to the person so appointed and the fiduciary so appointed shall alone exercise any such election or option.

5. If any Trustee is removed, resigns or otherwise ceases to act as Trustee of any trust hereunder, the Trustee shall immediately surrender all records maintained by the Trustee with respect to such trust to the then acting Trustees or, if no other Trustee is then acting with respect to such trust, to the successor Trustee upon receipt of written notice of the designation of the successor Trustee from the person appointing such successor Trustee.

**B. Accountings and Other Proceedings.**

1. The Grantors direct that a trust hereunder be subject to independent administration with as little court supervision as the applicable state law allows. The Trustees shall not be required to render to any court annual or other periodic accounts, or any inventory,

appraisal, or other returns or reports, except as required by applicable state law. The Trustees shall take such action for the settlement or approval of accounts at such times and before such courts or without court proceedings as the Trustees shall determine. The Trustees shall pay the costs and expenses of any such action or proceeding, including (but not limited to) the compensation and expenses of attorneys and guardians, out of the property of the trust. The Trustees shall not be required to register any trust hereunder except as required by law.

2. The Grantors direct that in any proceeding relating to a trust hereunder, service upon any person under a legal disability need not be made when another person not under a disability is a party to the proceeding and has the same interest as the person under the disability. The person under the disability shall nevertheless be bound by the results of the proceeding. The same rule shall apply to non-judicial settlements, releases, and exonerations.

**C. Required Release of Protected Health Information.** Each individual named herein or appointed pursuant to the provisions hereof as Trustee who fails within a reasonable time to undergo a medical examination at the written request of any person having an interest hereunder (including, but not limited to, another Trustee acting hereunder) for the sole purpose of determining if the individual lacks the required capacity to continue to so serve hereunder or fails to cause the results of such examination to be made available within a reasonable time to the person making the written request, shall be treated as resigning as such fiduciary, provided that there is reasonable basis to request the medical examination be undertaken and provided further that no such request may be made more than once every thirty-six (36) months. The cost of the medical examination shall be borne by the trust with respect to which such individual is acting as Trustee.

**D. Continuation of Trustees' Powers.** Powers granted to the Trustees hereunder or by applicable law shall continue with respect to all property held hereunder to be exercisable by the Trustees until property is actually distributed to a beneficiary. By way of illustration and not by way of limitation, the Trustees may invest and reinvest and take all investment action with respect to property that has been directed to be distributed and notwithstanding any direction that the property be distributed "as it is then constituted" until such property is actually distributed.

**E. Additional General Provisions Regarding Fiduciaries.**

1. Under this Trust Agreement, if two or more separate trusts with the same beneficiaries and same terms are created, either by direction or pursuant to the exercise of

discretion, the Grantors intend that the separate trusts may, but need not, have the same investments and may, but need not, follow the same pattern of distributions. The Trustees' powers shall be exercisable separately with respect to each trust.

2. Except to the extent, if any, specifically provided otherwise in this Trust Agreement, references to the Trustees shall, in their application to a trust hereunder, refer to all those from time to time acting as Trustees and, if two Trustees are eligible to act on any given matter, they shall act unanimously, and if more than two Trustees are eligible to act on a given matter, they shall act by majority. In no event shall any Trustee hereunder be liable for any matter with respect to which he, she or it is not authorized to participate hereunder (including the duty to review or monitor trust investments). In the exercise of discretion over distributions, if this Trust Agreement provides that certain Trustees may participate in distributions limited by an ascertainable standard while a different set of Trustees may participate in distributions for any purpose, and if the two sets of Trustees (each acting by its own majority) want to distribute the same item of income or principal to different recipients, then the distribution desired by the set of Trustees participating in distributions for any purpose shall prevail.

3. The Trustees shall be entitled to reimbursement for any out-of-pocket expenditures made or incurred in the proper administration of the trusts under this Trust Agreement or in furtherance of his or her fiduciary duties and obligations.

4. No Trustee shall be liable to anyone for anything done or not done by any other Trustee or any beneficiary.

5. The fact that a Trustee is active in the investment business shall not be deemed a conflict of interest. Purchases and sales of investments may be made through a corporate Trustee or through any firm of which a corporate or individual Trustee is a partner, member, shareholder, proprietor, associate, employee, owner, subsidiary, affiliate or the like. Property of a trust hereunder may be invested in individual securities, mutual funds, partnerships, LLCs, private placements or other forms of investment promoted, underwritten, managed or advised by a Trustee or such a firm.

6. The Trustees may employ and rely upon advice given by investment counsel, delegate discretionary investment authority over investments to investment counsel and

pay investment counsel reasonable compensation in addition to fees otherwise payable to the Trustees, notwithstanding any rule of law otherwise prohibiting such dual compensation.

7. The fact that a Trustee (or a firm of which a Trustee is a member or with which a Trustee is otherwise affiliated) renders legal or other professional services to a trust hereunder shall not be deemed a conflict of interest, and the Trustees may pay fees for such services to such Trustee or firm, including, if applicable, advance payment of such fees on account, without prior approval of any court or any beneficiary, whether or not there is a Trustee to approve such payment, if permitted by applicable state law, and this provision shall serve as authorization of the payment of such fees to the extent such authorization is required by applicable state law. An attorney or other Trustee who also renders professional services shall receive full compensation for both services as a Trustee and the professional services rendered, except as specifically limited by law.

8. If the Grantors have given the Trustees discretion concerning distributions of income or principal, that discretion shall be absolute and uncontrolled and subject to correction by a court only if the Trustees should act utterly without reason, in bad faith, or in violation of specific provisions of this Trust Agreement. If the Grantors have set forth general guidelines (as opposed to directions or dollar limits) for the Trustees in making distributions, those guidelines shall be merely suggestive and shall not create an enforceable standard whereby a distribution could be criticized or compelled. It is the Grantors' strong belief that the Trustees will be in the best position to interpret and carry out the intentions expressed herein under changing circumstances. This paragraph shall not, however, apply to any standards framed in terms of health, education, maintenance or support (including support in an accustomed manner of living), as those words shall create an ascertainable standard for Federal tax purposes under Code Sec. 2041(b), when applied to a Trustee's power or a power held individually, although even in those cases the holder of the power shall have as much discretion as is consistent therewith. An Interested Trustee who is otherwise authorized to make distributions to himself or herself subject to an ascertainable standard may exercise such discretion, notwithstanding any contrary rule of law, unless such authorization would cause the trust property to be subject to the claims of the creditors of such Interested Trustee.

9. Notwithstanding any other provision of this Trust Agreement, each Trustee (other than either of the Grantors, while the Grantors are both living, and other than the Surviving Spouse with respect to the Survivor's Trust only) is prohibited from making, voting on or otherwise participating in any discretionary distribution of income or principal from a trust that would discharge or substitute for a legal obligation of that Trustee, including the obligation to support a beneficiary of the trust. Further, notwithstanding any other provision of this Trust Agreement, any Trustee authorized to distribute income or principal for his or her own health, education, maintenance or support in his or her accustomed manner of living, as those words shall create an ascertainable standard for Federal tax purposes under Code Sec. 2041(b), shall consider all resources reasonably available to himself or herself. Subject to that, in exercising discretion over distributions, the Trustees may consider or disregard other resources available to any beneficiary.

10. A Trustee may irrevocably release one or more powers held by the Trustee while retaining other powers.

11. Any Trustee may delegate to a Co-Trustee any power held by the delegating Trustee, but only if the Co-Trustee is authorized to exercise the power delegated. A delegation may be revocable, but while it is in effect the delegating Trustee shall have no responsibility concerning the exercise of the delegated power.

12. Unless the Grantors have specifically provided otherwise, and subject to any ascertainable standard governing its exercise for Federal tax purposes under Code Sec. 2041(b), the Trustees' discretionary power to distribute income or principal includes the power to distribute all of such income and/or principal to one or more members of a class to the exclusion of others, whether or not the terms of the trust specifically mention that possibility.

F. **Waiver of Bond.** No Trustee shall be required to give bond or other security in any jurisdiction and, if despite this exoneration, a bond is nevertheless required, no sureties shall be required.

#### ARTICLE XXIX

#### Governing Law and Trustee Powers

The interpretation and operation of the trust shall be governed by the laws of the State of Washington. The Trustees may, without prior authority from any court, exercise all powers

conferred by this Trust Agreement or by common law or by any fiduciary powers act or other statute of the State of Washington or any other jurisdiction whose law applies to the trust. The Trustees shall have sole and absolute discretion in exercising these powers. Except as specifically limited by this Trust Agreement, these powers shall extend to all property held by the Trustees until actual distribution of the property. The powers of the Trustees shall include the following:

A. **Allocate Receipts and Disbursements.** The Trustees (excluding, however, any Interested Trustee) may allocate receipts and disbursements to income or principal in such manner as the Trustees (excluding, however, any Interested Trustee) shall determine, even though a particular allocation may be inconsistent with otherwise applicable state law.

B. **Allocate Gain to Accounting Income.** The Trustees (excluding, however, any Interested Trustee) may allocate any capital gain recognized by any trust hereunder to accounting income, which allocation shall be evidenced by the execution by the Trustees of an instrument in writing and kept with the records of the trust.

C. **Amortize Securities Premiums.** The Trustees (excluding, however, any Interested Trustee) may amortize, in whole or in part, the premium on securities received or purchased at a premium, or treat as income the gross return from such securities. The Grantors anticipate (but the Grantors do not direct) that the Trustees will consider amortization when failure to amortize would result in a substantial impairment of principal.

D. **Acquisition and Maintenance of Property.** The Trustees may acquire, hold and maintain as a part of any trust hereunder any real or personal property, whether productive, underproductive, or unproductive of income, and without any duty to convert such property to productive property. The Trustees may pay the expenses of the repair and maintenance of such property, and sell such property and apply the net proceeds of sale to the purchase of such other property as the Trustees, in the exercise of sole and absolute discretion, deem suitable for the purpose.

E. **Hold Trusts as Combined Fund.** The Trustees may hold two or more trusts hereunder as a combined fund (allocating ratably to such trusts all receipts from, and expenses of, the combined fund) for convenience in investment and administration, but no combination of trusts for this purpose may alter their status as separate trusts or authorize the commingling of separate

and community property in such a manner that separate and community property cannot be traced and accounted for.

F. **Reliance Upon Advice.** The Trustees may employ and rely upon advice given by accountants, attorneys, investment bankers, and other expert advisors and employ agents, clerks and other employees and pay reasonable compensation to such advisors or employees in addition to fees otherwise payable to the Trustees, notwithstanding any rule of law otherwise prohibiting such dual compensation.

G. **Trustee as Agent.** Trustees serving in any jurisdiction in which a corporate trustee is unable to serve as Trustee may use such corporate trustee as an agent to perform any task that may lawfully be performed by such an agent in that jurisdiction, and may pay to such corporate trustee such compensation for its services as an agent as shall be agreed upon by all Trustees.

H. **Custodian Employed.** The Trustees may employ a custodian, hold property unregistered or in the name of a nominee (including the nominee of any bank, trust company, brokerage house or other institution employed as custodian), and pay reasonable compensation to a custodian in addition to any fees otherwise payable to the Trustees, notwithstanding any rule of law otherwise prohibiting such dual compensation.

## ARTICLE XXX

### Definitions and Miscellaneous Provisions

This document uses many legal terms. This article of this document sets forth some special definitions and provisions to provide guidance and to explain what those terms mean.

A. **Balance of Trust Fund.** The terms "Residuary Trust Fund" and "Balance of Trust Fund" (with respect to either of the Grantors) shall have the same meaning and are used interchangeably. The term "Residuary Trust Fund" is generally used in the provisions relating to taxation, to retirement benefits and to life insurance. The term "Balance of Trust Fund" is generally used in Articles disposing of the Grantors' property. Both terms shall mean the rest, residue and remainder of the trust fund of one of the Grantors not otherwise disposed of by a specific gift in this Trust Agreement, and shall include both real property and personal property.

B. **Spouse.** A person's "spouse" (other than with respect to either of the Grantors) is the individual (if any) to whom that person is married at any given time.



C. **Surviving Spouse.** The "surviving spouse" of a person, other than with respect to either of the Grantors, means the individual (if any) who survives that person and who is married to and living together with that person as a married couple at the time of that person's death (excluding any separation caused by the health of either spouse, or any separation for purposes of education, business, or any similar reason, which is not intended by the spouses as a precursor to or substitution for legal separation or dissolution of the marriage.)

D. **Descendants.** One's "children," "grandchildren," and other "descendants," as referenced in this Trust Agreement, shall refer to one's children, grandchildren, and descendants, as the case may be, whenever born, as determined according to applicable governing law, except to the extent modified herein.

E. **Survivorship.** Any beneficiary hereunder (other than as expressly provided elsewhere herein with respect to either of the Grantors) who dies within one hundred twenty (120) hours following the date of either Grantor death or the termination of or distribution from any trust under this Trust Agreement for which entitlement the date of this beneficiary's death shall be relevant, shall be deemed to have predeceased such Grantor, as may be relevant to the context, or to have died before the termination of or distribution from that trust, as the case may be, for all purposes of this Trust Agreement.

F. **Minor and Adult.** Whether a person is a minor or an adult shall be determined under the laws of that person's domicile at the time in question, except in cases when this Trust Agreement has specifically defined "Minor" to mean a person under age twenty-one (21).

G. **Code and Regulations.** References to the "Internal Revenue Code" or the "Code" are to the Internal Revenue Code of 1986, as amended at the time in question. References to the "Regulations" and "Regs." are to the Regulations under the Code. If, by the time in question, a particular provision of the Code or Regulations has been renumbered or superseded by a subsequent Federal tax law or regulation, the reference to such provision shall instead refer to the renumbered provision or the corresponding provision of the subsequent law or regulation, unless to do so would clearly be contrary to the Grantors' intent as expressed in this Trust Agreement. A similar rule shall apply to references to the Regulations.

H. **Interested Trustee.** With respect to any trust, an "Interested Trustee" is a Trustee who is (i) a transferor of property to the trust, including a person whose qualified disclaimer

resulted in property passing to the trust; or (ii) a person who is, or in the future may be, eligible to receive income or principal pursuant to the terms of the trust. A Trustee described in (i) is an Interested Trustee only with respect to the transferred property (including income and gain on, and reinvestment of, such property). A person is described in (ii) even if he or she has a remote contingent remainder interest, but is not described in (ii) if the person's only interest is as a potential appointee under a non-fiduciary power of appointment held by another person which has not yet been exercised or the exercise of which can take effect only in the future, such as a testamentary power held by a living person. A Trustee who is not an Interested Trustee is a "Disinterested Trustee."

I. . Property that is to be divided among an individual's surviving or then-living descendants "per stirpes" or in "per stirpital shares" shall be divided into as many equal shares as there are children of the individual who are then living or who have died leaving surviving or then-living descendants. A share allocated to a deceased child of the individual shall be divided further among such deceased child's surviving or then-living descendants in the same manner.

J. **Executors.** Whenever herein a reference is made to the Grantors' or another person's Executors, such reference shall be to those serving as the fiduciary of that person's estate, whether or not their title is Executors under applicable state law.

K. **Incapacitated Grantor or Trustee.** No individual (including either Grantor) shall serve as Trustee during any period in which such individual is determined to be incapacitated in accordance with the provisions of this paragraph. An individual shall be deemed to be "incapacitated" if the individual has been adjudged incapacitated or incompetent by a court of competent jurisdiction. An individual shall also be deemed to be "incapacitated," whether or not there is an adjudication of incapacity or incompetence, if (1) with respect to a Trustee, another then-serving Trustee or, if there is none, the next successor Trustee, receives written certification that the examined individual is having significant difficulties, physically or mentally, in receiving and evaluating information sufficient to create impairments in the individual's ability to make or communicate responsible decisions concerning the individual's personal welfare or the management of the individual's or the Trust's financial affairs and that such impairments are not anticipated to be of short duration, or (2) with respect to a Grantor, as Grantor, the then-serving Trustees or, if no Trustee other than a Grantor is serving, the next successor Trustee, receives

written certification that such Grantor is having significant difficulties, physically or mentally, in receiving and evaluating information sufficient to create impairments in the Grantor's ability to make or communicate responsible decisions concerning the Grantor's personal welfare or the management of the Grantor's or the Trust's financial affairs and that such impairments are not anticipated to be of short duration. For purposes of this paragraph, an impairment that is anticipated to last less than one (1) month shall be of short duration. The following shall apply to any certification required by this paragraph:

1. The certification shall be valid only if it is signed by a licensed medical provider, who is the primary health care provider of, and has personally examined, the Grantor or the Trustee, as the case may be. In the event that the individual to be examined does not have a primary health care provider, then the certification shall be valid if signed by at least two (2) licensed medical providers, at least one of whom is an attending or treating physician who has personally examined the individual and the other of whom has also personally examined the individual.

2. This certification need not indicate any cause for the incapacity of the Grantor or the Trustee.

3. A certification of incapacity shall be rescinded when a serving Trustee receives a certification that the Grantors no longer having significant difficulties or impairments in managing the Grantor's personal financial affairs, or that the former Trustee is no longer having significant difficulties or impairments in managing the Trustee's personal financial affairs, as the case may be. This certification, too, shall be valid only if it is signed by a licensed medical provider who is the primary health care provider of, and has personally examined, the Grantor or the Trustee, as the case may be. In the event that the individual to be examined does not have a primary health care provider, then the certification shall be valid if signed by at least two (2) licensed medical providers, at least one of whom is an attending or treating physician who has personally examined the individual, and the other of whom has also personally examined the individual.

4. No person is liable to anyone for actions taken in reliance on the certifications under this paragraph or for dealing with a Trustee other than the one removed for incapacity based on these certifications.

L. **Gross Estate.** "Gross estate" means the gross estate of either Grantor, as applicable, as determined for Federal estate tax purposes (or for state death tax purposes where relevant).

M. **Change of Situs.** The situs of the property of any trust created hereunder may be maintained in any jurisdiction that is appropriate to the trust purposes and its administration, in the discretion of the Trustees (other than an Interested Trustee), and thereafter transferred at any time or times to any such jurisdiction selected by the Trustees (other than an Interested Trustee) in accordance with applicable state law, which may include court approval of the transfer or adequate notice to trust beneficiaries. Upon any such transfer of situs, the trust estate of that trust may thereafter, at the election of the Trustees (other than an Interested Trustee), be administered exclusively under the laws of the jurisdiction to which it has been transferred. Accordingly, if the Trustees (other than an Interested Trustee) of any trust created hereunder elect to change the situs of any such trust, said Trustees are hereby relieved of any requirement to qualify in any other jurisdiction and of any requirement to account in any court of such other jurisdiction.

#### **ARTICLE XXXI**

##### **Savings Clause**



If any provision of this Trust Agreement is not effective or is found to be invalid for any reason, then this Trust Agreement shall be read as if that provision had not been included, and no other provision of this Trust Agreement shall be invalidated or affected.

#### **ARTICLE XXXII**


##### **Captions**


The captions used in this Trust Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Trust Agreement or the intent of any provision therein.


IN WITNESS WHEREOF, the Trustee and the Grantors have signed this Trust Agreement, effective the day and year first above written and executed by each of them on the dates set forth below.


  
Terry  Grantor and Trustee

  
Vicky  Grantor




  
Signature of Witness 1


  
Signature of Witness 2

  
Name of Witness 1 (Printed)

  
Name of Witness 2 (Printed)

STATE OF WASHINGTON )  
 )  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Terry  and Vicky   are the persons who appeared before me, and said persons acknowledged that each signed this instrument on 02/15, 2022, and acknowledged it to be his and her free and voluntary act for the uses and purposes mentioned in the instrument.

  
Print Name of Notary, Notary Public for the State of Washington

My Appointment Expires: 1/22/2023



## CERTIFICATE OF TRUST

1. **Trust Name.** The Terry [REDACTED] and Vicky [REDACTED] Revocable Trust which was created by Trust Agreement dated Feb 15, 2022 (referred to herein as the "Trust") is the subject of this Certificate.
2. **Settlers.** The Settlers of this Trust are Terry [REDACTED] and Vicky [REDACTED]
3. **Currently Acting Trustee(s).** The name of the current Trustee is Terry [REDACTED]  
[REDACTED]
4. **Power to Revoke.** The Settlers have the power to revoke the Trust and to modify or amend the Trust Agreement. If the Trust is revoked, the Trust Agreement provides that all property owned in the name of the Trust must be transferred to the Settlers as specified in the Trust Agreement.
5. **Taxpayer Identification Number.** The taxpayer identification number for the trust is Terry [REDACTED] Social Security Number.
6. **Trust In Effect.** The Trust is currently in full force and effect. The Trust has not been revoked, and the Trust Agreement has not been modified or amended in any manner that would cause the representations contained in this Certificate of Trust to be incorrect.
7. **Title to Assets.** Title to Trust assets shall be taken in the name of Terry [REDACTED] as Trustee of the Terry [REDACTED] and Vicky [REDACTED] Revocable Trust under agreement dated Feb 15, 2022.
8. **Hold Harmless.** 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 Certificate of Trust regarding the Trustee and the Trustee's powers over the property of the Trust shall be held harmless for any resulting loss or liability from such reliance.
9. **Third Party Reliance.** Any third party to whom this Certificate is presented may rely upon an affidavit by the then serving Trustee stating that such Trustee is, in fact, the active Trustee for the Trust. No third party acting in reliance upon this Certificate or such affidavit shall be liable for any losses, damages, or claims caused by compliance with any action requested by the Trustee.
10. **Validity of Copies of This Certificate.** A copy of this Certificate of Trust shall be just as valid as the original.

IN WITNESS WHEREOF, the undersigned, as Settlers and Trustee, have signed this Certificate of Trust, effective the day and year set forth below, and represent that the statements contained herein are true and correct.

[Redacted]  
Terry [Redacted] Settlor and Trustee

[Redacted]  
Vicky [Redacted] Settlor

[Redacted]  
Signature of Witness 1

[Redacted]  
Signature of Witness 2

[Redacted]  
Name of Witness 1 (print)

[Redacted]  
Name of Witness 2 (print)

STATE OF WASHINGTON

)

COUNTY OF SNOHOMISH

)

)

I certify that I know or have satisfactory evidence that TERRY [Redacted] and VICKY [Redacted] are the persons who appeared before me, and said persons acknowledged on 02/15, 2022, that they signed this document and acknowledged it to be his and her free and voluntary act for the uses and purposes mentioned in the instrument.

[Redacted]  
Signature of Notary Public for State of Washington

Name of Notary (Print): [Redacted]

My Appointment Expires: 11/22/2023

