

THE [REDACTED] REVOCABLE LIVING TRUST

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The [REDACTED] Revocable Living Trust Table of Contents

Article One	Establishing My Trust..... 1-1
Section 1.01	Identifying My Trust..... 1-1
Section 1.02	Reliance by Third Parties..... 1-1
Section 1.03	Transferring Property to My Trust..... 1-2
Section 1.04	Powers Reserved by Me as Grantor..... 1-3
Section 1.05	Grantor Trust Status..... 1-3
Section 1.06	Intent of Gifts to Benefit Only Persons Named or Described 1-4
Article Two	Family Information 2-1
Article Three	Trustee Succession and Trust Protector Provisions..... 3-1
Section 3.01	Resignation of a Trustee 3-1
Section 3.02	Trustee Succession during My Lifetime 3-1
Section 3.03	Trustee Succession after My Death 3-1
Section 3.04	Notice of Removal and Appointment 3-3
Section 3.05	Appointment of a Co-Trustee 3-3
Section 3.06	Corporate Fiduciaries..... 3-3
Section 3.07	Incapacity of a Trustee..... 3-3
Section 3.08	Appointment of Independent Special Trustee..... 3-3
Section 3.09	Rights and Obligations of Successor Trustees..... 3-4
Section 3.10	Prohibited Trustees 3-4
Section 3.11	Provisions for Trust Protector 3-4
Article Four	Administration of My Trust During My Incapacity 4-1
Section 4.01	Definition of My Incapacity..... 4-1
Section 4.02	Determination of My Incapacity 4-1
Section 4.03	Trust Distributions during My Incapacity..... 4-2
Article Five	Administration of My Trust Upon My Death 5-1
Section 5.01	My Trust Becomes Irrevocable..... 5-1
Section 5.02	Administrative Trust 5-1
Section 5.03	Payment of Expenses and Taxes..... 5-1
Section 5.04	Excluding Life Insurance Proceeds from Creditors..... 5-1
Section 5.05	Payment of Death Taxes 5-2

Section 5.06	Coordination with My Personal Representative	5-3
Section 5.07	Authority to Make Tax Elections.....	5-3
Section 5.08	Payment of Charitable Bequests	5-4
Article Six	Disposition of Tangible Personal Property.....	6-1
Section 6.01	Distribution of Tangible Personal Property by Memorandum.....	6-1
Section 6.02	Distribution of Remaining Tangible Personal Property.....	6-1
Section 6.03	Definition of Tangible Personal Property	6-1
Section 6.04	Incidental Expenses and Encumbrances	6-2
Section 6.05	Residuary Distribution.....	6-2
Article Seven	Trust for Michael [REDACTED].....	7-1
Section 7.01	Administration and Distribution of Michael [REDACTED] Trust	7-1
Article Eight	Remote Contingent Distribution.....	8-1
Article Nine	Distributions to Underage and Incapacitated Beneficiaries.....	9-1
Section 9.01	Supplemental Needs Trust.....	9-1
Section 9.02	Underage and Incapacitated Beneficiaries.....	9-4
Section 9.03	Methods of Distribution.....	9-5
Section 9.04	Retention in Trust	9-5
Section 9.05	Application of Article	9-6
Article Ten	Retirement Plans and Life Insurance Policies.....	10-1
Section 10.01	Retirement Plans	10-1
Section 10.02	Life Insurance Policies.....	10-1
Section 10.03	Limitation on Liability of Payor	10-2
Section 10.04	Collection Efforts.....	10-2
Section 10.05	No Obligation to Purchase or Maintain Benefits.....	10-2
Article Eleven	Trust Administration.....	11-1
Section 11.01	Distributions to Beneficiaries	11-1
Section 11.02	Beneficiary's Status	11-1
Section 11.03	Mandatory Payments of a Pecuniary Amount	11-1
Section 11.04	No Court Proceedings	11-2
Section 11.05	No Bond	11-2
Section 11.06	Exoneration of My Trustee	11-2
Section 11.07	Trustee Compensation	11-2

Section 11.08	Employment of Professionals	11-3
Section 11.09	Exercise of Testamentary Power of Appointment	11-3
Section 11.10	Determination of Principal and Income	11-3
Section 11.11	Trust Accounting	11-4
Section 11.12	Action of Trustees and Delegation of Trustee Authority.....	11-4
Section 11.13	Trustee May Disclaim or Release Any Power	11-5
Section 11.14	Trustee May Execute a Power of Attorney	11-5
Section 11.15	Additions to Separate Trusts	11-5
Section 11.16	Authority to Merge or Sever Trusts	11-5
Section 11.17	Authority to Terminate Trusts	11-6
Section 11.18	Discretionary Distribution to Fully Utilize Basis Increase upon Death of Beneficiary	11-6
Section 11.19	Merger of Corporate Fiduciary	11-7
Section 11.20	Funeral and Other Expenses of Beneficiary	11-7
Section 11.21	Generation-Skipping Transfer Tax Provisions	11-7
Article Twelve	My Trustee’s Powers	12-1
Section 12.01	Introduction to Trustee’s Powers	12-1
Section 12.02	Execution of Documents by My Trustee	12-1
Section 12.03	Investment Powers in General	12-1
Section 12.04	Banking Powers	12-2
Section 12.05	Business Powers.....	12-2
Section 12.06	Contract Powers	12-2
Section 12.07	Common Investments	12-2
Section 12.08	Digital Assets.....	12-3
Section 12.09	Environmental Powers	12-3
Section 12.10	Farming and Ranching Operations	12-4
Section 12.11	Insurance Powers	12-5
Section 12.12	Loans and Borrowing Powers	12-6
Section 12.13	Nominee Powers	12-6
Section 12.14	Oil, Gas and Mineral Interests	12-6
Section 12.15	Payment of Property Taxes and Expenses	12-7
Section 12.16	Purchase of Assets from and Loans to My Probate Estate.....	12-7
Section 12.17	Qualified Real Property Valuation.....	12-7
Section 12.18	Qualified Tuition Programs	12-7
Section 12.19	Real Estate Powers.....	12-8
Section 12.20	Residences and Tangible Personal Property	12-8
Section 12.21	Retention and Abandonment of Trust Property	12-9
Section 12.22	Securities and Brokerage Powers.....	12-9
Section 12.23	Settlement Powers.....	12-10
Section 12.24	Subchapter S Corporation Stock Provisions	12-10
Section 12.25	Limitation on My Trustee’s Powers	12-13

Article Thirteen	General Provisions	13-1
Section 13.01	Maximum Term for Trusts.....	13-1
Section 13.02	Spendthrift Provision	13-1
Section 13.03	Contest Provision.....	13-1
Section 13.04	Survivorship Presumption.....	13-1
Section 13.05	Changing the Governing Law and Situs of Administration	13-1
Section 13.06	Antilapse Statutes.....	13-2
Section 13.07	Definitions.....	13-2
Section 13.08	General Provisions and Rules of Construction	13-8

The [REDACTED] Revocable Living Trust

Article One Establishing My Trust

The date of this trust is February 7, 2024. The parties to this trust are Linda [REDACTED] (the *Grantor*) and Linda [REDACTED] and Theresa [REDACTED] (collectively, my *Trustee*).

I intend to create a valid trust under the laws of Washington and under the laws of any state in which any trust created under this trust document is administered. The terms of this trust prevail over any provision of Washington law, except those provisions that are mandatory and may not be waived.

Section 1.01 Identifying My Trust

For convenience, my trust may be referred to as:

“The [REDACTED] Revocable Living Trust dated February 7, 2024.”

To the extent practicable, for the purpose of transferring property to my trust or identifying my trust in any beneficiary or pay-on-death designation, my trust should be identified as:

“Linda [REDACTED] and Theresa [REDACTED], Trustees, or their successors in interest, of the [REDACTED] Revocable Living Trust dated February 7, 2024, and any amendments thereto.”

For all purposes concerning the identity of my trust or any property titled in or payable to my trust, any description referring to my trust will be effective if it reasonably identifies my trust and indicates that the trust property is held in a fiduciary capacity.

Section 1.02 Reliance by Third Parties

Third parties may require documentation to verify the existence of this trust, or particular provisions of it, including the name of my Trustee or the powers held by my Trustee. To protect the confidentiality of this instrument, my Trustee may use an affidavit or a certification of trust that identifies my Trustee and sets forth the authority of my Trustee to transact business on behalf of my trust instead of providing a copy of this instrument. The affidavit or certification may include pertinent pages from this instrument, including title or signature pages.

A third party may rely upon an affidavit or certification of trust that is signed by my Trustee with respect to the representations contained in it. A third party relying upon an affidavit or certification of trust will be exonerated from any liability for actions the third party takes or does not take in reliance upon the representations contained in the affidavit or certification of trust.

[REDACTED] Revocable Living Trust

1-1

A third party dealing with my Trustee will not be required to inquire into this trust's terms or the authority of my Trustee, or to see to the application of funds or other property received by my Trustee. My Trustee's receipt of any money or property paid, transferred, or delivered to my Trustee will be a sufficient discharge to the third party from all liability in connection with its application. A written statement by my Trustee is conclusive evidence of my Trustee's authority. Third parties are not liable for any loss resulting from their reliance on a written statement by my Trustee asserting my Trustee's authority or seeking to effect a transfer of property to or from the trust.

Section 1.03 Transferring Property to My Trust

Any person or entity may transfer any property to my trust in any manner authorized by law.

(a) Funding of My Trust

By executing this instrument, I transfer, convey, and assign the property described in the attached Schedule A to my Trustee. I also transfer all my right, title, and interest in and to all of my property that may legally be held in trust and that may be transferred to my trust by this assignment. This assignment includes all of my real, personal, tangible, and intangible property located in the United States, whether separate property or community property, and whether acquired before or after the execution of this instrument, except for these assets that are expressly not transferred by this instrument:

- life insurance policies, unless the ownership of a policy is transferred to my trust by a separate instrument that specifically refers to the policy;

- corporate and self-employed (*Keogh*) pension, profit-sharing, and stock bonus plans;

- qualified retirement plans;

- commercial annuities;

- Section 1244 (small business) stock; and

- any property, the transfer of which would result in the immediate recognition of income subject to income or other taxes, would result in the loss of a homestead exemption, or would violate a restriction on transfer agreement.

(b) Acceptance by My Trustee

By executing this instrument, my Trustee accepts and agrees to hold the property transferred to the trust as trust property. All property transferred to my trust after the date of this trust must be acceptable to my Trustee. My Trustee may refuse to accept any property. My Trustee shall hold,

██████████ Revocable Living Trust

1-2

administer, and dispose of all accepted trust property for my benefit and for the benefit of my beneficiaries, in accordance with the terms of this trust.

Section 1.04 Powers Reserved by Me as Grantor

As Grantor, I retain the powers set forth in this Section in addition to any powers that I reserve in other provisions of this instrument.

(a) Action on Behalf of My Trust

Whenever I am serving as Trustee, I may act for and conduct business on behalf of my trust without the consent of any other Trustee.

(b) Amendment, Restatement, or Revocation

I may amend, restate, or revoke this instrument, in whole or in part, for any purpose.

Any amendment, restatement, or revocation must be made in writing and delivered to my then-serving Trustee.

An agent acting under a power of attorney may exercise the powers in this Subsection to the extent the power of attorney authorizes. The agent's good-faith acts, forbearances, or omissions are conclusive on all persons interested in the trust, and the agent will not be liable for the consequences.

(c) Addition or Removal of Trust Property

I may add property to my trust and may remove any property from my trust at any time.

(d) Control of Income and Principal Distributions

I retain the right to control the distribution of income and principal from my trust. I may direct my Trustee to distribute as much of the net income and principal of the trust property as I consider advisable to me or to other persons or entities. My Trustee may distribute the net income and principal to me or for my unrestricted use and benefit, even to the exhaustion of all trust property. Any undistributed net income is to be added to the principal of my trust.

(e) Approval of Investment Decisions

I reserve the absolute right to review and change my Trustee's investment decisions. But my Trustee is not required to seek my approval before making investment decisions.

Section 1.05 Grantor Trust Status

By reserving the broad rights and powers set forth in Section 1.04 of this Article, I intend to qualify my trust as a *Grantor Trust* under Internal Revenue Code Sections 671 to 677.

██████████ Revocable Living Trust

1-3

This means that, for federal income tax purposes, I will be treated as the owner of all the assets held in my trust during my lifetime, as if I held them in my individual capacity.

During any period that my trust is a Grantor Trust, the Taxpayer Identification Number of my trust will be my Social Security number, in accordance with Treasury Regulation Section 301.6109-1(a)(2).

Section 1.06 Intent of Gifts to Benefit Only Persons Named or Described

I intend that all gifts made and all trusts created under this instrument benefit only the persons I have named or described in this instrument. I understand that, at the time a beneficiary's marriage or domestic partnership terminates, a court might determine that a gift or trust naming that beneficiary is to be construed to be for the benefit of the beneficiary's unnamed spouse or domestic partner as well as for the beneficiary. I expressly declare that no spouse, former spouse, or domestic partner of any beneficiary under this instrument contributed to the acquisition of property disposed of under this instrument, and no such person is the object of my donative intent. I do not intend that any present or future spouse, former spouse, or domestic partner of any beneficiary, particularly if the beneficiary is a child or other descendant of mine, receive any direct or indirect benefit whatsoever from any property in my probate or trust estate or any property passing as a result of my death, unless such spouse is specifically named as a beneficiary hereunder. These statements should be considered as clear and convincing evidence of my intent.

Article Two Family Information

I am unmarried.

I have three children. They are:

Tina [REDACTED] born on February 6, 1961;

Gary [REDACTED] born on September 10, 1964, deceased;

Theresa [REDACTED] born on July 8, 1966; and

Michael [REDACTED] born June 5, 1967.

All references in this document to *my children* are references to these children, and any children subsequently born to me or adopted by me by legal proceeding.

References to *my descendants* are to my children and their descendants, including any deceased child's descendants.

But I am specifically disinheriting Tina [REDACTED] and Tina [REDACTED] descendants, except for as provided in Article Eight. Therefore, for the purposes of this trust, Tina [REDACTED] and Tina [REDACTED] descendants will be considered to have predeceased me.

[REDACTED] Revocable Living Trust

2-1

Article Three

Trustee Succession and Trust Protector Provisions

Section 3.01 Resignation of a Trustee

A Trustee may resign by giving written notice to me. If I am incapacitated or deceased, a resigning Trustee must give written notice to the trust's Income Beneficiaries and to any other then-serving Trustee.

Section 3.02 Trustee Succession during My Lifetime

During my lifetime, this Section governs the removal and replacement of my Trustees.

(a) Removal and Replacement by Me

I may remove any Trustee with or without cause at any time. If a Trustee is removed, resigns, or cannot continue to serve for any reason, I may serve as sole Trustee, appoint a Trustee to serve with me, or appoint a successor Trustee.

(b) During My Incapacity

During any time that I am incapacitated, the following will replace any then-serving Trustee in this order:

Theresa [REDACTED] then

David [REDACTED]

If I am incapacitated, a Trustee may be removed only for cause, and only if a court of competent jurisdiction approves the removal upon the petition of an interested party. This does not limit the authority of a Trust Protector to remove a Trustee under the provisions of Section 3.11(f) of this Article.

My Legal Representative may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy lasting longer than 30 days. The petition may subject the trust to the jurisdiction of the court only to the extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

All appointments, removals, and revocations must be by signed written instrument.

Section 3.03 Trustee Succession after My Death

After my death, this Section will govern the removal and replacement of my Trustees.

(a) Successor Trustee

I name the following, in this order, to serve as my successor Trustee after my death, replacing any then-serving Trustee:

Theresa [REDACTED] then

[REDACTED] Revocable Living Trust

David [REDACTED]

(b) Trustee for Michael [REDACTED]

Michael [REDACTED] may not serve under any circumstances as a Trustee or Co-Trustee of his separate trust created under this instrument. Upon creation of a separate trust for Michael [REDACTED] the following shall serve as Trustee:

Theresa [REDACTED] then

David [REDACTED]

(c) Removal of a Trustee

The Primary Beneficiary of any trust created under this instrument may remove a Trustee of the trust, with or without cause at any time.

A Trustee may be removed under this Subsection only if the person having the right of removal appoints an individual or a corporate fiduciary by the effective removal date and the individual or corporate fiduciary simultaneously commences service as Trustee. This appointed Trustee may not be related or subordinate to the person or persons having the right of removal within the meaning of Internal Revenue Code Section 672(c).

The right to remove a Trustee under this Subsection is not to be interpreted as granting the person holding that right any of the powers of that Trustee.

A minor or incapacitated beneficiary's parent or Legal Representative may act on his or her behalf.

Nothing in this Subsection limits the authority of a Trust Protector to remove a Trustee under the provisions of Section 3.11(f) of this Article.

(d) Default of Designation

If the office of Trustee of a trust created under this instrument is vacant and no designated successor Trustee is able and willing to act as Trustee, my Trust Protector may appoint a successor Trustee. If my Trust Protector is unable or unwilling to act, the trust's Primary Beneficiary may appoint an individual or corporate fiduciary that is not related or subordinate to the person or persons making the appointment within the meaning of Section 672(c) of the Internal Revenue Code as successor Trustee.

Any beneficiary may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy lasting longer than 30 days. The petition may subject the trust to the jurisdiction of the court only to the extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

A minor or incapacitated beneficiary's parent or Legal Representative may act on his or her behalf.

[REDACTED] Revocable Living Trust

3-2

Section 3.04 Notice of Removal and Appointment

Notice of removal must be in writing and delivered to the Trustee being removed and to any other then-serving Trustees. The removal becomes effective in accordance with its provisions.

Notice of appointment must be in writing and delivered to the successor Trustee and to any other then-serving Trustees. The appointment becomes effective at the time of acceptance by the successor Trustee. A copy of the notice may be attached to this instrument.

Section 3.05 Appointment of a Co-Trustee

Any individual Trustee may appoint an individual or a corporate fiduciary as a Co-Trustee. This Co-Trustee serves only as long as the appointing Trustee serves, or as long as the last to serve if more than one Trustee appointed the Co-Trustee. This Co-Trustee will not become a successor Trustee upon the death, resignation, or incapacity of the appointing Trustee, unless appointed under the terms of this instrument. Although this Co-Trustee may exercise all the powers of the appointing Trustee, the combined powers of this Co-Trustee and the appointing Trustee may not exceed the powers of the appointing Trustee alone. The Trustee appointing a Co-Trustee may revoke the appointment at any time, with or without cause.

Section 3.06 Corporate Fiduciaries

Any corporate fiduciary serving under this instrument as a Trustee must be a bank, trust company, or public charity that is qualified to act as a fiduciary under applicable federal and state law and that is not related or subordinate to any beneficiary within the meaning of Internal Revenue Code Section 672(c).

Section 3.07 Incapacity of a Trustee

If any individual Trustee becomes incapacitated, the incapacitated Trustee need not resign as Trustee. For Trustees other than me, a written declaration of incapacity by the Co-Trustee or, if none, by the party designated to succeed the incapacitated Trustee, made in good faith, will terminate the trusteeship. If the Trustee designated in the written declaration objects in writing to termination of the trusteeship within 10 days of receiving the declaration of incapacity, a written opinion of incapacity signed by a physician who has examined the incapacitated Trustee must be obtained before the trusteeship will be terminated. The Trustee objecting to termination of trusteeship must sign the necessary medical releases needed to obtain the physician's written opinion, or the trusteeship will be terminated without it.

Section 3.08 Appointment of Independent Special Trustee

If for any reason the Trustee of any trust created under this instrument is unwilling or unable to act with respect to any trust property or any provision of this instrument, my Trust Protector shall appoint, in writing, a corporate fiduciary or an individual to serve as an Independent Special Trustee as to this property or with respect to this provision. The

██████████ Revocable Living Trust

3-3

Independent Special Trustee appointed may not be related or subordinate to any trust beneficiary within the meaning of Internal Revenue Code Section 672(c). My Trust Protector may revoke any appointment of this kind at any time.

An Independent Special Trustee will exercise all fiduciary powers granted by this trust unless expressly limited elsewhere in this instrument or by my Trust Protector in the instrument appointing the Independent Special Trustee. An Independent Special Trustee may resign at any time by delivering written notice of resignation to my Trust Protector. Notice of resignation will be effective in accordance with the terms of the notice.

Section 3.09 Rights and Obligations of Successor Trustees

Each successor Trustee serving under this instrument, whether corporate or individual, will have all of the title, rights, powers, and privileges granted to the initial Trustees named under this instrument. In addition, each successor Trustee will be subject to all of the restrictions imposed upon, as well as to all discretionary and ministerial obligations and duties given to the initial Trustees named under this instrument.

Section 3.10 Prohibited Trustees

Notwithstanding anything in this instrument to the contrary, a beneficiary of a supplemental needs trust established under this instrument may not, at any time, serve as a Trustee of the supplemental needs trust. If a beneficiary has been nominated to serve as a Trustee of the supplemental needs trust, that nomination will be null and void and the remaining provisions of this instrument with respect to Trustee succession will apply.

Section 3.11 Provisions for Trust Protector

The function of the Trust Protector is to direct my Trustee in matters concerning the trust, and to assist, if needed, in achieving my objectives as manifested by the other provisions of my estate plan.

Any Trust Protector named or appointed under this Section must be a corporate fiduciary or an individual who is not related or subordinate to me while I am still living or to any beneficiary within the meaning of Internal Revenue Code Section 672(c). Notwithstanding any provision that may seem to the contrary, a Trust Protector shall not act while I am still living unless I am incapacitated.

(a) Designation of Trust Protector

Currently, no Trust Protector is appointed. Any Trust Protector appointed pursuant to this Article shall be appointed by a licensed and practicing attorney who is also a member of WealthCounsel or ElderCounsel, or their successors in interest. The attorney may be designated by the Trustee or a majority of the income beneficiaries of the Trust.

██████████ Revocable Living Trust

3-4

(b) Resignation of Trust Protector

A Trust Protector may resign by giving notice to me. If I am incapacitated or deceased, a resigning Trust Protector must give notice to the trust's Income Beneficiaries and the then-serving Trustee.

A Trust Protector's resignation takes effect on the date set forth in the notice, but never earlier than 30 days after the delivery date of the resignation notice, unless an earlier effective date is agreed to by me or the Trustee. A resigning Trust Protector will not be liable or responsible for the act of any successor Trust Protector.

(c) Removal and Replacement by Me

I may remove any Trust Protector at any time, with or without cause. If a Trust Protector is removed, resigns, or cannot continue to serve for any reason, I may appoint a successor Trust Protector.

(d) Authority of My Trust Protector to Appoint a Successor Trust Protector

Any Trust Protector, including successor Trust Protectors, may appoint a successor Trust Protector in writing. The appointment of a successor will take effect upon the death, resignation, or incapacity of the appointing Trust Protector. If I have named a successor Trust Protector, the appointment of a successor Trust Protector under this Subsection will take effect only if all Trust Protectors that I named fail to qualify or cease to act.

(e) Rights of Successor Trust Protectors

A successor Trust Protector has all of the authority of any predecessor Trust Protector, but will not be responsible for the predecessor's acts, omissions, or forbearances.

(f) Power to Remove and Appoint Trustees

During any time I am incapacitated and following my death, my Trust Protector may remove any Trustee of a trust created under this instrument.

If the office of Trustee of a trust is vacant and no successor Trustee is designated, my Trust Protector may appoint an individual or a corporate fiduciary to serve as Trustee.

A Trust Protector may not appoint itself as a Trustee, and may not simultaneously serve as both Trust Protector and Trustee.

(g) Good Faith Standard Imposed

My Trust Protector is not liable for any action taken in good faith. My Trust Protector is not liable for any act, omission, or forbearance. My Trust Protector must be reimbursed promptly for any costs incurred in defending or settling any claim brought against it in its capacity as Trust Protector,

unless it is conclusively established that the act, omission, or forbearance was motivated by an actual intent to harm the trust beneficiaries, or was an act of self-dealing for personal benefit.

(h) Power to Amend Trust Provisions

During any time I am incapacitated and following my death, my Trust Protector may amend any provision of this instrument as it applies to any trust to which the Trust Protector is serving as Trust Protector to:

alter the administrative and investment powers of my Trustee;

reflect tax or other legal changes that affect trust administration. I recognize that the gift, estate, generation-skipping transfer tax, and income tax provisions of the Internal Revenue Code and Treasury Regulations are subject to change. I grant my Trust Protector the authority to amend this trust instrument's terms in any manner as will, in my Trust Protector's sole and absolute discretion, eliminate or minimize the state and federal taxes payable by my estate, and provide the maximum benefit to my beneficiaries as expressed in this instrument. This includes dividing the trust property into separate shares or funds;

correct ambiguities, including scrivener errors, that might otherwise require court construction or reformation; and

grant a beneficiary of any trust created under this instrument the testamentary power to appoint all or part of the beneficiary's trust or trust share to the creditors of the beneficiary's estate. As a condition for the beneficiary's exercise of this power, my Trust Protector may require that the beneficiary first obtain the consent of my Trust Protector. Any testamentary power of appointment granted by my Trust Protector must be in writing, and may be revoked by my Trust Protector throughout that beneficiary's lifetime. I suggest that my Trust Protector exercise this authority to subject trust property to estate tax instead of the generation-skipping transfer tax when it appears that it may reduce overall taxes.

My Trust Protector may not amend this instrument in any manner that would result in a reduction in the estate tax charitable deduction under Section 2055 to which my estate would otherwise be entitled. Further, my Trust Protector may not limit or alter the rights of a beneficiary in any trust assets held by the trust before the amendment.

██████████ Revocable Living Trust

Any amendment made by my Trust Protector in good faith is conclusive on all persons interested in the trust, and my Trust Protector is not liable for the consequences of making or not making any amendment. Any amendment to this instrument made by my Trust Protector must be made in a written instrument signed by my Trust Protector. My Trust Protector must deliver a copy of the amendment to the Income Beneficiaries and my Trustee.

(i) Not a General Power of Appointment

My Trust Protector may not participate in the exercise of a power or a discretion conferred under this instrument that would cause my Trust Protector to possess a general power of appointment within the meaning of Internal Revenue Code Sections 2041 and 2514. Specifically, my Trust Protector may not use these powers for his or her personal benefit, nor for the discharge of his or her financial obligations.

(j) Release of Powers

My Trust Protector, acting on its own behalf and on behalf of all successor Trust Protectors, may irrevocably release, renounce, suspend, or reduce any or all powers and discretions conferred on my Trust Protector by this instrument by a written instrument delivered to my Trustee.

(k) Compensation

Though not required to accept, any Trust Protector serving under this instrument is entitled to receive reasonable compensation for services as determined by my Trustee. My Trust Protector is entitled to reimbursement for all expenses incurred in the performance of its duties as Trust Protector, including travel expenses.

Serving in the capacity of Trust Protector does not prevent my Trust Protector from also providing legal, investment, or accounting services on behalf of the trust or the trust beneficiaries. If my Trust Protector is providing professional services, my Trust Protector may charge its typical fees for professional services, and may also be compensated for its services as Trust Protector.

(l) Right to Examine

The books and records of each trust created under this instrument, including all documentation, inventories, and accountings, must be open and available for inspection by my Trust Protector at all reasonable times.

Article Four

Administration of My Trust During My Incapacity

Section 4.01 Definition of My Incapacity

I will be considered incapacitated during any time when I am unable to effectively manage my property or financial affairs because of age, illness, mental disorder, dependence on prescription medication or other substances, or any other cause.

Section 4.02 Determination of My Incapacity

For purposes of this instrument, I am incapacitated if I am determined to be so under any one of the following Subsections.

(a) Private Determination

I will be considered incapacitated if my disability panel, by unanimous written opinion, signed by each member of the disability panel, determines that my then-existing circumstances fall within the definition of incapacity as provided in Section 4.01.

I will be considered restored to capacity if each member of the disability panel signs a written opinion that I can effectively manage my property and financial affairs.

(1) Disability Panel

My disability panel consists of these individuals:

Theresa [REDACTED] and

David [REDACTED]

My disability panel may consult with my primary care physician, attending physician, or any medical specialist for assistance in determining my incapacity.

(2) Replacement of Disability Panel Members

If any member of my disability panel is unable to serve for any reason, then the disability panel will consist of the remaining named individuals. If all of the named individuals are unable to serve, then the disability panel will consist of my primary care physician or attending physician and the individual or corporate fiduciary that would then be serving as my Trustee if I had already been declared incapacitated.

[REDACTED] Revocable Living Trust

4-1

(b) Court Determination

I will be considered incapacitated if a court of competent jurisdiction determines that I am legally incapacitated, incompetent, or otherwise unable to effectively manage my property or financial affairs.

(c) Detention, Disappearance, or Absence

I will be considered incapacitated if I have an unexplained disappearance or absence for more than 30 days, or if I am detained under duress. My disappearance, absence, or detention under duress may be established by an affidavit of my Trustee, or, if no Trustee is then serving under this trust, by the affidavit of any beneficiary of any trust created under this instrument. The affidavit must describe the circumstances of my disappearance, absence, or detention under duress. A third party dealing with my Trustee in good faith may always rely on the representations contained in the affidavit.

I will be considered restored to capacity upon my written notice to the successor Trustee that I can manage my property and financial affairs.

Section 4.03 Trust Distributions during My Incapacity

During any period of time when I am incapacitated, my Trustee shall administer my trust and distribute its net income and principal as provided in this Section.

(a) Distributions for My Benefit

My Trustee shall regularly and conscientiously make appropriate distributions of income and principal for my general welfare and comfort under the circumstances existing at the time each distribution is made.

Appropriate distributions under this Subsection include the payment of any of my enforceable legal obligations and premiums for insurance policies owned by me or by my trust, including life, medical, disability, property and casualty, errors and omissions, and long-term health care policies.

The examples included in this Subsection are for purposes of illustration only and are not intended to limit the authority of my Trustee to make any distribution for my benefit that my Trustee determines appropriate.

(b) Manner of Making Distributions

My Trustee may make distributions for my benefit in any one or more of the following ways:

to me, but only to the extent I am able to manage these distributions;

to other persons and entities for my use and benefit;

to an agent or attorney in fact authorized to act for me under a legally valid durable power of attorney executed by me before my incapacity; and

to my guardian or conservator who has assumed responsibility for me under any court order, decree, or judgment issued by a court of competent jurisdiction.

(c) Distributions for the Benefit of Persons Dependent on Me

My Trustee also may distribute as much of the net income and principal as my Trustee considers necessary for the health, education, maintenance, and support of persons who my Trustee determines are dependent on me for support.

(d) Guidance for My Trustee Regarding Distributions

When making distributions under Subsections (a) and (c), my Trustee shall give consideration first to my needs, and then to the needs of those persons dependent on me.

When making distributions under Subsection (c), I request that my Trustee, in its sole and absolute discretion, consider other income and resources available to the dependents. My Trustee may make unequal distributions, distributions to some but not all dependents, or no distributions.

A distribution made to a beneficiary under this Section will not be considered an advancement, and will not be charged against the share of the beneficiary that may be distributable under any other provision of this trust.

(e) Power to Make Gifts

My Trustee is authorized to make gifts from my trust as follows.

(1) Continuation of Gifting Program

My Trustee is authorized to honor pledges and to continue to make gifts to charitable organizations that I regularly supported before my incapacity in the previously given amounts. My Trustee may continue any gifting program initiated by me before my incapacity.

(2) Gifts Limited to the Annual Exclusion Amount

My Trustee may make gifts on my behalf, to or for the benefit of any remainder or contingent beneficiary named in this instrument for purposes my Trustee considers to be in the best interest of both me and the beneficiary, including the minimization of income, estate, inheritance, or gift taxes.

██████████ Revocable Living Trust

Any gifts my Trustee makes under this Subsection must be limited to the federal annual gift tax exclusion amount.

(3) Gifts in Excess of the Annual Exclusion Amount

My Trustee may make gifts in excess of the federal annual gift tax exclusion amount only upon the written direction of my Trust Protector; however, my Trust Protector must make a determination that the gifts are in both my best interest and my beneficiaries' best interest before directing my Trustee to make any gifts of this kind. My Trust Protector will not suffer any liability whatsoever to me or any beneficiary if my Trust Protector acts in good faith in exercising or not exercising its power to direct gifts under this Subsection. Likewise, my Trustee will not suffer any liability whatsoever to me or any beneficiary for complying in good faith with the direction of my Trust Protector.

(4) Gifts for Tuition

My Trustee may prepay the cost of tuition for any remainder or contingent beneficiary named in this trust. My Trustee may make these payments directly to the educational institution, or by establishing and contributing to a Qualified State Tuition Program established under Internal Revenue Code Section 529.

(5) Gifts Limited to Ascertainable Standards

An Interested Trustee may only make gifts that are necessary for the health, education, maintenance, and support of the person to whom a gift is made. My Trustee is not required to consider other income and resources available to the recipient.

(6) Methods of Making Gifts

My Trustee may make gifts of trust property under this Subsection outright, in trust, or in any other manner that my Trustee, in its sole and absolute discretion, considers appropriate.

By way of example and without limiting my Trustee's powers under this Subsection, my Trustee is specifically authorized to make gifts by creating tenancy in common and joint tenancy interests, or by establishing irrevocable trusts (including charitable or noncharitable split interest trusts). My Trustee may make gifts of trust property by establishing

and contributing trust property to corporations, family limited partnerships, limited liability partnerships, limited liability companies, or other similar entities, and by making gifts of interests in any of those entities.

To accomplish the objectives described in this Subsection, my Trustee may establish and maintain financial accounts of all types and may execute, acknowledge, seal, and deliver deeds, assignments, agreements, authorizations, checks, and other instruments. My Trustee may prosecute, defend, submit to arbitration, or settle, propose, or accept a compromise with respect to a claim existing in favor of or against me, based on or involving a gift transaction on my behalf. My Trustee may intervene in any related action or proceeding.

My Trustee may perform any other act my Trustee considers necessary or desirable to complete a gift on my behalf in accordance with the provisions of this Subsection.

(7) Standard for Making Gifts

I desire that in making gifts on my behalf, my Trustee consider the history of my gift making and my estate plan. To the extent reasonably possible, I direct my Trustee to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

Article Five

Administration of My Trust Upon My Death

Section 5.01 My Trust Becomes Irrevocable

After my death, my trust is irrevocable and my Social Security number may no longer be used to identify the trust. My Trustee may need to apply for a separate Taxpayer Identification Number for the trust.

Section 5.02 Administrative Trust

After my death and before the distribution of trust property as provided in the subsequent Articles of this trust, the trust will be an *administrative trust*, but may continue to be known as the Hampel Revocable Living Trust. The administrative trust will continue for a reasonable period of time necessary to complete the administrative tasks set forth in this Article.

Section 5.03 Payment of Expenses and Taxes

My Trustee may pay from the trust property:

- expenses of my last illness, funeral, and burial or cremation, including expenses of memorials and memorial services;
- legally enforceable claims against me or my estate;
- expenses of administering the trust and my estate; and
- court-ordered allowances for those dependent upon me.

These payments are discretionary with my Trustee. My Trustee may make decisions on these payments without regard to any limitation on payment of the expenses and may make payments without any court's approval. No third party may enforce any claim or right to payment against the trust by virtue of this discretionary authority.

If payment would decrease the federal estate tax charitable deduction available to my estate, my Trustee may not pay any administrative expenses from assets passing to an organization that qualifies for the federal estate tax charitable deduction.

My Trustee shall pay death taxes out of the trust property's principal, as provided in Section 5.05. But if a probate estate is opened within six months after the date of my death, my Personal Representative shall pay any outstanding claims and expenses as authorized by the Personal Representative, as well as any death taxes from my probate estate to the extent that the cash and readily marketable assets in my probate estate are sufficient.

Section 5.04 Excluding Life Insurance Proceeds from Creditors

Despite anything to the contrary in this instrument, any life insurance proceeds payable to the Trustee under this instrument must never be or become part of my probate or

testamentary estate. Nothing in this instrument directs that these life insurance proceeds be used to pay my debts or expenses.

Section 5.05 Payment of Death Taxes

For the purposes of this Article, the term *death taxes* refers to any taxes imposed by reason of my death by federal, state, or local authorities, including estate, inheritance, gift, and direct-skip generation-skipping transfer taxes. For purposes of this Section, *death taxes* does not include any additional estate tax imposed by Internal Revenue Code Section 2031(c)(5)(C) or Section 2032A(c), or any other comparable recapture tax imposed by any taxing authority. Nor does the term include any generation-skipping transfer tax, other than a direct-skip generation-skipping transfer tax.

Except as otherwise provided in this Article or elsewhere in this trust, my Trustee shall provide for payment of all death taxes from the administrative trust without apportionment and may not seek contribution toward or recovery of any payments of death taxes from any individual.

(a) Protection of Exempt Property

Death taxes may not be allocated to or paid from any assets that are not included in my gross estate for federal estate tax purposes. To the extent practicable, my Trustee may not pay any death taxes from assets that are exempt for generation-skipping transfer tax purposes.

(b) Protection of the Charitable Deduction

Death taxes may not be paid from or allocated to any assets passing to an organization that qualifies for the federal estate tax charitable deduction, or from any assets passing to a split-interest charitable trust, unless the Trustee has first used all other assets available to pay the taxes.

(c) Property Passing outside of My Trust

Death taxes imposed with respect to property included in my gross estate for death tax purposes but passing outside of the trust are to be apportioned among the persons and entities benefited. The proportion attributed to each person or entity is the taxable value of each person or entity's beneficial interest over the total taxable value of all property and interests included in my gross estate for death tax purposes. The values used for the apportionment are to be the values as finally determined under federal, state, or local law. To the extent practicable, my Trustee shall deduct the death taxes from the property distributable under this trust, and must recover the allocable share of death taxes from the beneficiaries of property passing other than under this trust, unless my Trustee determines that the cost of recovery is greater than warranted. If death taxes are not collected from the beneficiaries of property passing other than under this trust, my Trustee shall provide for payment of this unrecovered amount from the administrative trust without apportionment.

██████████ Revocable Living Trust

5-2

Section 5.06 Coordination with My Personal Representative

The following provisions are intended to help facilitate the coordination between my Personal Representative and my Trustee. These provisions apply even if the Personal Representative and the Trustee are the same person or entity.

(a) Reliance on Information from My Personal Representative

My Trustee may rely upon the written request of my Personal Representative for payments authorized under this Article and the amounts included in those payments without computing the sums involved. If a payment is made under this Article to my Personal Representative, my Trustee will have no duty to inquire into the application of the payment.

(b) Receipt of Probate Property

My Trustee may accept or decline any distributions of property tendered to my Trustee by my Personal Representative. If my Trustee accepts the property, my Trustee may do so without audit, and will not be required to review the Personal Representative's records.

(c) Discretionary Distributions to My Personal Representative

My Trustee may distribute cash, accrued income, or other trust property to my probate estate as a beneficiary of this trust, to the extent my Trustee determines that doing so is in the best interests of the trust beneficiaries.

Section 5.07 Authority to Make Tax Elections

After my death, my Trustee may make tax elections as provided in this Section. But if a Personal Representative is appointed for my probate estate, the discretionary authority granted to my Trustee as to any tax election will be subordinate to the Personal Representative's statutorily delegated authority.

(a) Tax Elections

My Trustee may make any tax elections necessary for the efficient administration of my estate, including:

- valuing assets according to an alternate valuation date;
- electing whether to take administration expenses as estate tax deductions or income tax deductions;
- allocating my unused generation-skipping exemption to any portion of the trust property;
- electing special-use valuation;
- deferring payment of all or any portion of any taxes; and

treating any portion of my administrative trust as part of my estate for federal or state income tax purposes, or both.

My Trustee may make equitable adjustments between income and principal because of any tax elections made by my Trustee.

(b) Allocation of GST Exemption

My Trustee may elect to allocate or not allocate any portion of the Available GST Exemption under Internal Revenue Code Section 2631, or a counterpart exemption under any applicable state law to any property of which I am considered the transferor for generation-skipping transfer tax purposes. This includes any property transferred by me during my life for which I did not make an allocation prior to death. The exercise of my Trustee's discretion should be based on the transfers, gift tax returns, and other information known to my Trustee, with no requirement that allocations benefit the various transferees or beneficiaries in any particular manner.

Section 5.08 Payment of Charitable Bequests

To the extent possible, my Trustee must make all charitable distributions from property that constitutes *income in respect of a decedent* (IRD) as that term is defined under the U.S. income tax laws. The distribution will qualify for the income tax charitable deduction under Internal Revenue Code Section 642(c)(2), as amended.

Article Six

Disposition of Tangible Personal Property

Section 6.01 Distribution of Tangible Personal Property by Memorandum

I may dispose of items of tangible personal property by a signed written memorandum executed after I sign this instrument. The memorandum must refer to my trust and must reasonably identify the items and the beneficiary designated to receive each item. If I execute a memorandum, my Trustee shall incorporate the memorandum by reference into this instrument to the extent permitted by law.

My Trustee shall distribute the items of tangible personal property listed in the memorandum as promptly as practicable after my death, together with any insurance policies covering the property and any claims under those policies, as provided in the memorandum. If I leave multiple written memoranda that conflict as to the disposition of any item of tangible personal property, the memorandum with the most recent date will control as to that item.

If the memorandum with the most recent date conflicts with a provision of this instrument as to the specific distribution of any item of tangible personal property, the provisions of this instrument will control as to those items that are in conflict.

If the law does not permit incorporation of the memorandum by reference, the memorandum will then serve as an amendment to my trust, but only to the extent this amendment solely disposes of tangible personal property. I request that my Trustee follow my wishes and distribute the items of tangible personal property listed in the memorandum according to its terms, except to the extent the memorandum conflicts with any other provision of this instrument as to the specific distribution of any item of tangible personal property.

Section 6.02 Distribution of Remaining Tangible Personal Property

My Trustee shall distribute any remaining tangible personal property not disposed of by a written memorandum as provided in the following Articles.

Section 6.03 Definition of Tangible Personal Property

For purposes of this Article, the term *tangible personal property* includes household furnishings, appliances and fixtures, works of art, motor vehicles, pictures, collectibles, apparel and jewelry, books, sporting goods, and hobby paraphernalia. The term does not include any property that my Trustee, in its sole and absolute discretion, determines to be part of any business or business interest owned by me or my trust.

After my death, if my Trustee receives property to be distributed under this Article from my probate estate or in any other manner, my Trustee shall distribute the property in accordance with this Article's terms. The fact that an item of tangible personal property was not received by my trust until after my death does not diminish the validity of the gift.

[REDACTED] Revocable Living Trust

6-1

If property to be distributed under this Article is not part of the trust property upon my death and is not subsequently transferred to my Trustee from my probate estate or in any other manner, then the specific distribution of property made in this Article is null and void, without any legal or binding effect.

Section 6.04 Incidental Expenses and Encumbrances

Until property distributed in accordance with this Article is delivered to the appropriate beneficiary or his or her Legal Representative, my Trustee shall pay the reasonable expenses of securing, storing, insuring, packing, transporting, and otherwise caring for the property as an administration expense. Except as otherwise provided in my trust, my Trustee shall distribute property under this Article subject to all liens, security interests, and other encumbrances on the property.

Section 6.05 Residuary Distribution

Any property not distributed under this or prior Articles of this instrument will be distributed as provided in the following Articles.

Article Seven

Trust for Michael [REDACTED]

My Trustee shall administer and distribute my remaining trust property (not distributed under prior Articles of this instrument) for the benefit of Michael [REDACTED]

Section 7.01 Administration and Distribution of Michael [REDACTED] Trust

My Trustee shall hold and administer Michael [REDACTED] trust under the provisions of this Section.

(a) Distributions for Supplemental Needs

My Trustee, in its sole, absolute, and unreviewable discretion, may distribute discretionary amounts of net income and principal for supplemental needs of Michael [REDACTED] not otherwise provided by governmental financial assistance and benefits or other service providers.

Supplemental needs refers to the basic requirements for maintaining the good health, safety, and welfare, when, in the discretion of my Trustee, those basic requirements are not being provided by any public agency, office, or department of any state or the United States.

Supplemental needs also includes medical and dental expenses; annual independent checkups; clothing and equipment; programs of training, education, treatment, and rehabilitation; private residential care; transportation, including vehicle purchases; maintenance; insurance; and essential dietary needs. *Supplemental needs* may include spending money; additional food; clothing; electronic equipment such as radio, recording and playback devices, television, and computer equipment; camping; vacations; athletic contests; movies; trips; and money to purchase appropriate gifts for relatives and friends.

My Trustee has no obligation to expend trust assets for those needs, but if my Trustee, in its sole, absolute and unreviewable discretion, decides to expend trust assets, under no circumstances may any amounts be paid or reimbursed to the federal government, any state, or any governmental agency for any purpose, including for the care, support, and maintenance of Michael G. Felton.

(b) Objective to Promote Independence of Michael [REDACTED]

While actions are in my Trustee's sole, absolute and unreviewable discretion, all parties to this trust are to be mindful that my wish is that Michael [REDACTED] live as independently, productively, and happily as possible.

[REDACTED] Revocable Living Trust

7-1

(c) Trust Assets not to be Considered Available Resource to Michael [REDACTED]

The purpose of this trust is to supplement any benefits received or for which the beneficiary may be eligible through various governmental assistance programs, and not to supplant those benefits. All actions of my Trustee must be directed toward carrying out this purpose and the discretion granted my Trustee under this trust to carry out this purpose is absolute.

For purposes of determining Michael [REDACTED] eligibility for any governmental assistance program benefits, no part of the principal or undistributed income of the trust estate is to be considered available to him for public benefit purposes. Michael [REDACTED] does not have access to principal or income of the trust, and he has no ownership, right, authority, or power to convert any asset into cash for his own use.

My Trustee shall hold, administer, and distribute all property allocated to this trust for the exclusive benefit of Michael [REDACTED] during Michael [REDACTED] lifetime. All distributions from this trust share are in the sole and absolute discretion of my Trustee, and Michael [REDACTED] is legally restricted from demanding trust assets for his support and maintenance.

In the event my Trustee is requested to release principal or income of the trust to or on behalf of Michael [REDACTED] to pay for equipment, medication, or services that any government agency is authorized to provide, or in the event my Trustee is requested to petition a court or any other administrative agency for the release of trust principal or income for this purpose, my Trustee is authorized to deny the request and take whatever administrative or judicial steps may be necessary to continue Michael [REDACTED] eligibility for benefits. This may include obtaining legal advice about Michael [REDACTED] specific entitlement to public benefits and obtaining instructions from a court of competent jurisdiction ruling that neither the trust corpus nor the trust income is available to Michael [REDACTED] for eligibility purposes. Any expenses of my Trustee in this regard, including reasonable attorneys' fees, are a proper charge to the trust estate.

(d) Distribution Guidelines

My Trustee is responsible for determining what discretionary distributions are to be made from this trust, and may use a Care Manager in accordance with the provisions of this Section. My Trustee may distribute discretionary amounts of income and principal to or for the benefit of Michael [REDACTED] for those supplemental needs not otherwise provided by governmental financial assistance and benefits or by a service provider. My Trustee shall add any undistributed income to principal. In making distributions, my Trustee:

[REDACTED] Revocable Living Trust

shall consider any other known income or resources of the beneficiary that are reasonably available;

shall consider all entitlement benefits from any government agency, such as Social Security disability payments, Medicare, Medicaid (or any state Medicaid program equivalent), Supplemental Security Income (SSI), In-Home Support Service (IHSS), and any other special-purpose benefits for which Michael G. Felton is eligible;

shall consider resource and income limitations of any assistance program;

shall make expenditures so that Michael [REDACTED] standard of living will be comfortable and enjoyable;

is not obligated or compelled to make specific payments;

may not pay or reimburse any amounts to any governmental agency or department, unless proper demand is made by this governmental agency and reimbursement is required by the state; and

will not be liable for any loss of benefits.

(e) Use of Care Manager

My Trustee has the option of utilizing the services of a Care Manager to advise on how best to provide for Michael [REDACTED] needs. The primary objective of the Care Manager will be to assist my Trustee to ensure that Michael [REDACTED] maintains a safe living situation, receives counseling services when appropriate, and lives as independently as possible, in accordance with my intentions.

A Care Manager must be a professional Licensed Clinical Social Worker, Professional Conservator, or care management agency that has experience in the field of assessment of conditions similar to those of Michael [REDACTED] and is familiar with the public benefits to which Michael [REDACTED] may be entitled.

(f) Distribution Advisement

If my Trustee uses a Care Manager, the Care Manager will advise my Trustee concerning discretionary distributions to be made from the trust that are helpful and appropriate for Michael [REDACTED] needs, including payment for medical care, counseling services, and daily support.

(g) Care Manager Account for Periodic Payments

If my Trustee uses a Care Manager, the Care Manager may establish periodic payments for part or all of the payments authorized under this trust and maintain a separate bank account for disbursement by the Care

[REDACTED] Revocable Living Trust

Manager. Any account must be carried in the name of the trust and must have the trust's federal tax identification number. At least monthly, the Care Manager must provide information on receipts and disbursements from this account to my Trustee. This account must contain no more than an amount reasonably necessary for Michael [REDACTED] needs for a period of 60 days.

My Trustee will not be held liable for any actions of the Care Manager, unless my Trustee has actual knowledge of and consented to the Care Manager's proposed actions before the actions were actually taken. The Care Manager may not make any distributions that may cause a reduction of public benefits, unless my Trustee has consented to the distribution.

(h) Annual Care Plan

If my Trustee uses a Care Manager, the Care Manager must at least annually provide to my Trustee a written care plan for purposes of evaluation of Michael [REDACTED] medical and psychosocial status. The care plan must include recommendations concerning resources and services beneficial to Michael [REDACTED]

(i) Quarterly Assessments

If my Trustee uses a Care Manager, the Care Manager must visit Michael [REDACTED] at least quarterly to assess Michael [REDACTED] physical and emotional needs, including the appropriateness of the present placement, attendant care, access to required resources, reliability to make and keep medical appointments, and access to socialization activities.

(j) Compensation of the Care Manager

If my Trustee uses a Care Manager, the Care Manager is entitled to fair and reasonable compensation for the services provided equal to the customary and prevailing charges for these services at the same time period and in the same location.

(k) The Resignation of a Care Manager

Any Care Manager may resign by giving 30 days written notice to my Trustee.

(l) Replacement of Care Manager

My Trustee may terminate the Care Manager without cause and name a replacement. If a Care Manager cannot serve for any reason, my Trustee may name a replacement, who may begin to serve immediately. A successor Care Manager must also be a professional Licensed Clinical Social Worker, Professional Conservator, or care management agency with experience in the field of assessment of conditions similar to those of

Michael [REDACTED] and familiarity with the public benefits to which Michael [REDACTED] may be entitled.

(m) No Seeking of Order to Distribute

For purposes of determining Michael [REDACTED] state Medicaid program equivalent eligibility, no part of the principal or undistributed income of the trust estate may be considered available to Michael [REDACTED]. My Trustee shall deny any request by Michael [REDACTED] to:

release principal or income of the trust to or on behalf of Michael [REDACTED] to pay for equipment, medication, or services that the state Medicaid program equivalent would provide if the trust did not exist; or

petition a court or any other administrative agency for the release of trust principal or income for this purpose.

My Trustee may, in its sole, absolute and unreviewable discretion, take necessary administrative or legal steps to protect Michael [REDACTED] eligibility for a state equivalent of the Medicaid program. This may include obtaining a ruling from a court of competent jurisdiction that the trust principal is not available to Michael [REDACTED] for purposes of determining eligibility for a state equivalent of the Medicaid program. Expenses for this purpose, including reasonable attorneys' fees, are a proper charge to the trust estate.

(n) Indemnification of Trustee When Acting in Good Faith

My Trustee will be indemnified from the trust property for any loss or reduction of public benefits sustained by Michael [REDACTED] as a result of my Trustee exercising, in good faith, the authority granted to my Trustee under this Section.

(o) Distribution upon the Death of Michael [REDACTED]

Upon Michael [REDACTED] death, or if Michael [REDACTED] dies before the establishment of Michael [REDACTED] trust, my Trustee shall distribute the remaining trust property to Theresa [REDACTED]. If Theresa [REDACTED] is deceased, the property will pass to Theresa [REDACTED] descendants, *per capita at each generation*. If Theresa [REDACTED] has no then-living descendants, my Trustee shall distribute Michael [REDACTED] share as provided in Article Eight.

Article Eight Remote Contingent Distribution

If at any time no person or entity is qualified to receive final distribution of any part of my trust estate under the foregoing provisions of this trust, this portion of the trust estate must be distributed to Tanisha [REDACTED]. If she is deceased, the property must be distributed to her descendants, *per capita at each generation*, and if none, to those persons who would inherit had I then died intestate owning the property, as determined and in the proportions provided by the laws of Washington then in effect.

Except as otherwise provided in this Article, I have specifically disinherited Tina [REDACTED] and Tina [REDACTED] descendants. For the purposes of this Article, Tina [REDACTED] and her descendants will be considered to have predeceased me.

Article Nine

Distributions to Underage and Incapacitated Beneficiaries

Section 9.01 Supplemental Needs Trust

If under any provision of this trust my Trustee is directed to distribute to or for the benefit of any beneficiary when that person is receiving or applying for needs-based government benefits, my Trustee shall retain and administer the trust property as follows:

(a) Distributions for Supplemental Needs

In its sole, absolute, and unreviewable discretion, my Trustee may distribute discretionary amounts of net income and principal for supplemental needs of the beneficiary not otherwise provided by governmental financial assistance and benefits, or by the providers of services.

Supplemental needs refers to the basic requirements for maintaining the good health, safety, and welfare when, in the discretion of my Trustee, these basic requirements are not being provided by any public agency, office, or department of any state or of the United States.

Supplemental needs will also include medical and dental expenses; annual independent checkups; clothing and equipment; programs of training, education, treatment, and rehabilitation; private residential care; transportation, including vehicle purchases; maintenance; insurance; and essential dietary needs. *Supplemental needs* may include spending money; additional food; clothing; electronic equipment such as radio, recording and playback, television and computer equipment; camping; vacations; athletic contests; movies; trips; and money to purchase appropriate gifts for relatives and friends.

My Trustee will have no obligation to expend trust assets for these needs. But if my Trustee, in its sole, absolute and unreviewable discretion, decides to expend trust assets, under no circumstances should any amounts be paid to or reimbursed to the federal government, any state, or any governmental agency for any purpose, including for the care, support, and maintenance of the beneficiary.

(b) Objective to Promote Independence of the Beneficiary

While actions are in my Trustee's sole, absolute, and unreviewable discretion, all parties to this trust should be mindful that my wish is that the beneficiary live as independently, productively, and happily as possible.

(c) Trust Assets Not to be Considered Available Resource to the Beneficiary

The purpose of the provisions of this Section 9.01 is to supplement any benefits received, or for which the beneficiary may be eligible, from various governmental assistance programs, and not to supplant any benefits of this kind. All actions of my Trustee shall be directed toward carrying out this intent, and my Trustee's discretion granted under this instrument to carry out this intent is sole, absolute, and unreviewable.

For purposes of determining the beneficiary's eligibility for any of these benefits, no part of the trust estate's principal or undistributed income will be considered available to the beneficiary for public benefit purposes. The beneficiary must not be considered to have access to the trust's principal or income, or to have ownership, right, authority, or power to convert any asset into cash for his or her own use.

My Trustee shall hold, administer, and distribute all property allocated to this trust for the exclusive benefit of the beneficiary during his or her lifetime. All distributions from this trust share are in the sole, absolute, and unreviewable discretion of my Trustee, and the beneficiary is legally restricted from demanding trust assets for his or her support and maintenance.

In the event my Trustee is requested to release principal or income of the trust to or on behalf of the beneficiary to pay for equipment, medication, or services that any government agency is authorized to provide, or to petition a court or any other administrative agency for the release of trust principal or income for this purpose, my Trustee is authorized to deny this request and to take whatever administrative or judicial steps are necessary to continue the beneficiary's eligibility for benefits. This includes obtaining legal advice about the beneficiary's specific entitlement to public benefits and obtaining instructions from a court of competent jurisdiction ruling that neither the trust corpus nor the trust income is available to the beneficiary for eligibility purposes. Any expenses incurred by my Trustee in this regard, including reasonable attorney fees, will be a proper charge to the trust estate.

(d) Distribution Guidelines

My Trustee shall be responsible for determining what discretionary distributions will be made from this trust. My Trustee may distribute discretionary amounts of income and principal to or for the benefit of the beneficiary for those supplemental needs not otherwise provided by governmental financial assistance and benefits, or by the providers of services. Any undistributed income will be added to principal. In making distributions, my Trustee must:

consider any other known income or resources of the beneficiary that are reasonably available;

consider all entitlement benefits from any government agency, including Social Security disability payments, Medicare, Medicaid (or any state Medicaid program equivalent), Supplemental Security Income (SSI), In-Home Support Service (IHSS), and any other supplemental purpose benefits for which the beneficiary is eligible;

consider resource and income limitations of any assistance program;

make expenditures so that the beneficiary's standard of living will be comfortable and enjoyable;

not be obligated or compelled to make specific payments;

not pay or reimburse any amounts to any governmental agency or department, unless proper demand is made by this governmental agency or reimbursement is required by the state; and

not be liable for any loss of benefits.

(e) No Seeking of Order to Distribute

For purposes of determining the beneficiary's state Medicaid program equivalent eligibility, no part of the trust estate's principal or undistributed income may be considered available to the beneficiary. My Trustee shall deny any request by the beneficiary to:

release trust principal or income to or on behalf of the beneficiary to pay for equipment, medication, or services that the state Medicaid program equivalent would provide if the trust did not exist; or

petition a court or any other administrative agency for the release of trust principal or income for this purpose.

In its sole, absolute, and unreviewable discretion, my Trustee may take necessary administrative or legal steps to protect the beneficiary's state Medicaid program equivalent eligibility. This includes obtaining a ruling from a court of competent jurisdiction that the trust principal is not available to the beneficiary for purposes of determining state Medicaid program equivalent eligibility. Expenses for this action, including reasonable attorney fees, will be a proper charge to the trust estate.

(f) Indemnification of Trustee When Acting in Good Faith

My Trustee will be indemnified from the trust property for any loss or reduction of public benefits sustained by the beneficiary as a result of my

Trustee exercising the authority granted to my Trustee under this Section in good faith.

(g) Distribution upon the Death of the Beneficiary

Upon the beneficiary's death, my Trustee shall distribute or retain the remaining property according to the other provisions of this trust as though the provisions of this Section 9.01 had not been effective. If the other provisions of this trust provide for the beneficiary's share to be held in trust, then those provisions will be interpreted as though the beneficiary died after the establishment of that trust.

If the other provisions of this trust do not provide for the distribution or retention of the remaining property, then the beneficiary will have the testamentary limited power to appoint all or any portion of the principal and undistributed income remaining in the beneficiary's trust at his or her death among one or more persons or entities. But the beneficiary may not exercise this limited power of appointment to appoint to himself or herself, his or her estate, his or her creditors or the creditors of his or her estate.

I intend to create a limited power of appointment and not a general power of appointment as defined in Internal Revenue Code Section 2041.

If any part of the beneficiary's trust is not effectively appointed, my Trustee shall distribute the remaining unappointed balance *per capita at each generation* to the beneficiary's descendants. If the beneficiary has no then-living descendants, my Trustee shall distribute the unappointed balance *per capita at each generation* to the then-living descendants of the beneficiary's nearest lineal ancestor who was a descendant of mine or, if there is no then-living descendant, *per capita at each generation* to my descendants.

If I have no then-living descendants, my Trustee shall distribute the balance of the trust property as provided in Article Eight.

Section 9.02 Underage and Incapacitated Beneficiaries

If my Trustee is authorized or directed under any provision of this trust to distribute net income or principal to a person who has not yet reached 25 years of age or who is incapacitated as defined in Section 13.07(h), my Trustee may make the distribution by any one or more of the methods described in Section 9.03. Alternatively, my Trustee may retain the trust property in a separate trust to be administered by my Trustee under Section 9.04.

I request that before making a distribution to a beneficiary, my Trustee consider, to the extent reasonable, the ability the beneficiary has demonstrated in managing prior distributions of trust property.

Section 9.03 Methods of Distribution

My Trustee may distribute trust property for any beneficiary's benefit, subject to the provisions of Section 9.02 in any one or more of the following methods:

My Trustee may distribute trust property directly to the beneficiary.

My Trustee may distribute trust property to the beneficiary's guardian, conservator, parent, other family member, or any person who has assumed the responsibility of caring for the beneficiary.

My Trustee may distribute trust property to any person or entity, including my Trustee, as custodian for the beneficiary under the Uniform Transfers to Minors Act or similar statute.

My Trustee may distribute trust property to other persons and entities for the beneficiary's use and benefit.

My Trustee may distribute trust property to an agent or attorney in fact authorized to act for the beneficiary under a valid durable power of attorney executed by the beneficiary before becoming incapacitated.

Section 9.04 Retention in Trust

My Trustee may retain and administer trust property in a separate trust for any beneficiary's benefit, subject to the provisions of Section 9.02 as follows.

(a) Distribution of Net Income and Principal

My Independent Trustee may distribute to the beneficiary as much of the net income and principal of any trust created under this Section as my Independent Trustee may determine advisable for any purpose. If there is no then-serving Independent Trustee, my Trustee shall distribute to the beneficiary as much of the net income and principal of the trust created under this Section as my Trustee determines is necessary or advisable for the beneficiary's health, education, maintenance, and support. Any undistributed net income will be accumulated and added to principal.

(b) Right of Withdrawal

When the beneficiary whose trust is created under this Section either reaches 25 years of age or is no longer incapacitated, the beneficiary may withdraw all or any portion of the accumulated net income and principal from the trust.

(c) Distribution upon the Death of the Beneficiary

Subject to the terms of the next paragraph, the beneficiary whose trust is created under this Section may appoint all or any portion of the principal and undistributed net income remaining in the beneficiary's trust at the beneficiary's death among one or more persons or entities, and the creditors

of the beneficiary's estate. The beneficiary has the exclusive right to exercise this general power of appointment.

The beneficiary may not exercise this power of appointment to appoint to the beneficiary, the beneficiary's estate, the beneficiary's creditors, or creditors of the beneficiary's estate from the *limited share* of the beneficiary's trust. For purposes of this power of appointment, the *limited share* of the beneficiary's trust is that portion of the beneficiary's trust that has an inclusion ratio for generation-skipping transfer tax purposes of zero or that without the exercise of the power of appointment, would not constitute a taxable generation-skipping transfer at the beneficiary's death. If the generation-skipping tax does not then apply, the limited share will be the beneficiary's entire trust.


If any part of the beneficiary's trust is not effectively appointed, my Trustee shall distribute the remaining unappointed balance *per capita at each generation* to the beneficiary's descendants. If the beneficiary has no then-living descendants, my Trustee shall distribute the unappointed balance *per capita at each generation* to the then-living descendants of the beneficiary's nearest lineal ancestor who was a descendant of mine or, if there is no then-living descendant, *per capita at each generation* to my descendants.

If I have no then-living descendants, my Trustee shall distribute the balance of the trust property as provided in Article Eight.

Section 9.05 Application of Article

Any decision made by my Trustee under this Article is final, controlling, and binding upon all beneficiaries subject to the provisions of this Article.

The provisions of this Article do not apply to distributions to me.

 Revocable Living Trust

9-6

Article Ten

Retirement Plans and Life Insurance Policies

The provisions of this Article apply to qualified retirement plans and insurance policies owned by or made payable to my trust.

Section 10.01 Retirement Plans

Notwithstanding any contrary provision in this trust, this section's provisions apply to qualified retirement plans.

(a) Rights of My Trustee

My Trustee may exercise the right to determine the manner and timing of qualified retirement plan benefit payments permitted under these plans and consistent with the federal income tax rules regarding required minimum distributions under Internal Revenue Code Section 401(a)(9).

My Trustee may make a qualified disclaimer of any qualified retirement benefits or non-qualified annuity benefits payable to my trust.

My Trustee may not be held liable to any beneficiary for any decision regarding the death benefit election or the disclaimer of any qualified retirement benefits payable to my trust.

My Trustee may not change or designate beneficiaries under any retirement plan. Any power extended to my Trustee under the terms of a retirement plan that gives or appears to give my Trustee the power to change the identity or rights of any beneficiaries under the plan is void *ab initio*.

Section 10.02 Life Insurance Policies

The following provisions apply to life insurance policies owned by or made payable to my trust.

(a) Provisions during My Life

During my life, I reserve all of the rights, powers, privileges, and options, with respect to any insurance policy, annuity, or any other third-party beneficiary contract owned by or made payable to my trust. This includes the rights to designate and change beneficiaries, to borrow money, to surrender the policy, to receive any payments as owner, and to make any available elections.

My Trustee will have no duty to exercise or not exercise any rights, powers, privileges, or options with respect to any insurance policy, annuity contract, or other third-party beneficiary contract. My Trustee will have no obligation to pay premiums or other contractual amounts that may be payable under any policy.

[REDACTED] Revocable Living Trust

10-1

(b) Provisions after My Death

After my death, my Trustee may make all appropriate elections with respect to these policies and may collect all sums made payable to my trust or my Trustee under all these policies or contracts.

My Trustee may exercise any settlement options or other options or rights that may be available under the terms of any policy or contract. My Trustee may not be held liable to any beneficiary on account of any election my Trustee made with respect to any policy or contract.

Section 10.03 Limitation on Liability of Payor

Persons or entities dealing in good faith with my Trustee are not required to see to the proper application of proceeds delivered to my Trustee, or to inquire into any provision of this trust.

A receipt signed by my Trustee for any proceeds or benefits paid will be a sufficient discharge to the person or entity making the payment.

Section 10.04 Collection Efforts

My Trustee shall make reasonable efforts to collect all life insurance policy proceeds and qualified retirement benefits payable to my trust.

My Trustee may commence legal or administrative proceedings to collect any life insurance policy proceeds or qualified retirement benefits to which the trust is entitled. My Trustee need not commence any proceedings until my Trustee is satisfactorily indemnified for any expenses and liabilities my Trustee may incur in connection with the proceeding.

My Trustee may settle any claims with respect to the collection of any life insurance proceeds or qualified retirement benefits to which my trust may be entitled. A settlement made by my Trustee will be binding on all beneficiaries.

Section 10.05 No Obligation to Purchase or Maintain Benefits

Nothing in this trust is to be interpreted as imposing any obligation on me or on my Trustee to purchase, invest, or maintain any qualified retirement plan or life insurance policy.

Article Eleven

Trust Administration

Section 11.01 Distributions to Beneficiaries

Whenever this trust authorizes or directs my Trustee to make a net income or principal distribution to a beneficiary, my Trustee may apply any property that otherwise could be distributed directly to the beneficiary for his or her benefit. My Trustee is not required to inquire into the beneficiary's ultimate disposition of the distributed property unless specifically directed otherwise by this trust.

My Trustee may make cash distributions, in-kind distributions, or distributions partly in each, in proportions and at values determined by my Trustee. My Trustee may allocate undivided interests in specific assets to a beneficiary or trust in any proportion or manner that my Trustee determines, even though the property allocated to one beneficiary may be different from that allocated to another beneficiary.

My Trustee may make these determinations without regard to the income tax attributes of the property and without the consent of any beneficiary.

Section 11.02 Beneficiary's Status

Until my Trustee receives notice of the incapacity, birth, marriage, death, or other event upon which a beneficiary's right to receive payments may depend, my Trustee will not be held liable for acting or not acting with respect to the event, or for disbursements made in good faith to persons whose interest may have been affected by the event. Unless otherwise provided in this trust, a parent or Legal Representative may act on behalf of a minor or incapacitated beneficiary.

My Trustee may rely on any information provided by a beneficiary with respect to the beneficiary's assets and income. My Trustee will have no independent duty to investigate the status of any beneficiary and will not incur any liability for not doing so.

Section 11.03 Mandatory Payments of a Pecuniary Amount

If any person holds the right to receive a pecuniary amount from my trust upon my death, my Trustee must either:

satisfy the entire pecuniary amount or irrevocably set aside property to satisfy the entire pecuniary amount within 15 months of my death; or

pay appropriate interest, as defined in Treasury Regulations Section 26.2642-2(b)(4)(ii)(B), to the person.

If my Trustee satisfies the pecuniary amount with an in-kind distribution, my Trustee will allocate assets to satisfy the pecuniary amount in a manner that fairly reflects net appreciation or depreciation in the value of the available assets, as measured from the valuation date to the payment date.

Section 11.04 No Court Proceedings

My Trustee shall administer this trust with efficiency, with attention to the provisions of this trust, and with freedom from judicial intervention. If my Trustee or another interested party institutes a legal proceeding, the court will acquire jurisdiction only to the extent necessary for that proceeding. Any proceeding to seek instructions or a court determination may only be initiated in the court with original jurisdiction over matters relating to the construction and administration of trusts. Seeking instructions or a court determination is not to be construed as subjecting this trust to the court's continuing jurisdiction.

Section 11.05 No Bond

My Trustee is not required to furnish any bond for the faithful performance of the Trustee's duties unless required by a court of competent jurisdiction, and only if the court finds that a bond is needed to protect the beneficiaries' interests. No surety will be required on any bond required by any law or court rule, unless the court specifies its necessity.

Section 11.06 Exoneration of My Trustee

No successor Trustee is obligated to examine the accounts, records, or actions of any previous Trustee or the Personal Representative of my estate. No successor Trustee may be held responsible for any act, omission, or forbearance by any previous Trustee or of the Personal Representative of my estate. Absent clear and convincing evidence of willful bad faith on the part of my Trustee, my Trustee is exonerated from any liability for the acts, omissions, or forbearances of any Trust Protector and from any liability for my Trustee's own acts, omissions, or forbearances directed by the Trust Protector.

Any Trustee may obtain written agreements from the beneficiaries or their Legal Representatives releasing and indemnifying the Trustee from any liability that may have arisen from the Trustee's acts, omissions, or forbearances. If acquired from all the trust's living beneficiaries or their Legal Representatives, any agreement is conclusive and binding on all parties, born or unborn, who may have or who may later acquire an interest in the trust.

My Trustee may require a refunding agreement before making any distribution or allocation of trust income or principal, and may withhold distribution or allocation pending determination or release of a tax or other lien. This refunding agreement provision will not apply to any distribution that qualifies for the federal estate tax charitable deduction.

Section 11.07 Trustee Compensation

An individual serving as Trustee is entitled to fair and reasonable compensation for the services provided as a fiduciary. A corporate fiduciary serving as Trustee will be compensated by agreement between an individual serving as Trustee and the corporate fiduciary. In the absence of an individual Trustee or an agreement, a corporate fiduciary will be compensated in accordance with the corporate fiduciary's current published fee schedule.

██████████ Revocable Living Trust

11-2

A Trustee may charge additional fees for services provided that are beyond the ordinary scope of duties, such as fees for legal services, tax return preparation, and corporate finance or investment banking services.

In addition to receiving compensation, a Trustee may be reimbursed for reasonable costs and expenses incurred in carrying out the Trustee's duties under this trust.

Section 11.08 Employment of Professionals

My Trustee may appoint, employ, and remove investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, advisors, agents, and employees to advise or assist in the performance of my Trustee's duties. My Trustee may act on the recommendations of the persons or entities employed, with or without independent investigation.

My Trustee may reasonably compensate an individual or entity employed to assist or advise my Trustee, regardless of any other relationship existing between the individual or entity and my Trustee.

My Trustee may compensate providers of contracted services at the usual rate out of the trust's income or principal, as my Trustee deems advisable. My Trustee may compensate an individual or entity employed to assist or advise my Trustee without diminishing the compensation the Trustee is entitled to under this trust. A Trustee who is a partner, stockholder, officer, director, or corporate affiliate in any entity employed to assist or advise my Trustee may still receive the Trustee's share of the compensation paid to the entity.

Section 11.09 Exercise of Testamentary Power of Appointment

A testamentary power of appointment granted under this trust may be exercised by a will, living trust or other written instrument specifically referring to the power of appointment. The holder of a testamentary power of appointment may exercise the power to appoint property among the permissible appointees in equal or unequal proportions, and may designate the terms and conditions, whether outright or in trust. The holder of a testamentary power of appointment may grant further powers of appointment to any person to whom principal may be appointed, including a presently exercisable limited or general power of appointment.

My Trustee may conclusively presume that any power of appointment granted to any beneficiary of a trust created under this trust has not been exercised by the beneficiary if my Trustee has no knowledge of the existence of a will, living trust or other written instrument exercising the power within three months after the beneficiary's death.

Section 11.10 Determination of Principal and Income

My Trustee shall determine how all Trustee fees, disbursements, receipts, and wasting assets will be credited, charged, and apportioned between principal and income in a fair, equitable, and practical manner.

My Trustee may set aside from trust income reasonable reserves for taxes, assessments, insurance premiums, repairs, depreciation, obsolescence, depletion, and the equalization of payments to or for the beneficiaries. My Trustee may select appropriate accounting periods for the trust property.

Section 11.11 Trust Accounting

Except to the extent required by law, my Trustee is not required to file accountings in any jurisdiction. After my death, my Trustee must provide an annual accounting to the Income Beneficiaries of any trust created under this trust unless waived by the Income Beneficiaries.

The annual accounting must include the receipts, expenditures, and distributions of income and principal and the assets on hand for the accounting period. A copy of the federal fiduciary tax return filed for a trust during the accounting will satisfy this reporting requirement.

In the absence of fraud or obvious error, assent by all Income Beneficiaries to a Trustee's accounting will make the matters disclosed in the accounting binding and conclusive upon all persons, including those living on this date and those born in the future who have or will have a vested or contingent interest in the trust property. In the case of an Income Beneficiary who is a minor or incapacitated, the beneficiary's natural guardian or Legal Representative may give the assent required under this Section.

A beneficiary may object to an accounting provided by my Trustee only by giving written notice to my Trustee within 60 days after my Trustee provides the accounting. Any beneficiary who does not submit a timely written objection is considered to assent to the accounting.

My Trustee must make the trust's financial records and documents available to beneficiaries at reasonable times and upon reasonable notice for inspection. My Trustee is not required to furnish any information regarding my trust to anyone other than a beneficiary. My Trustee may exclude any information my Trustee determines is not directly applicable to the beneficiary receiving the information.

In all events, a beneficiary's Legal Representative may receive any notices and take any action on behalf of the beneficiary as to an accounting. If any beneficiary's Legal Representative fails to object to any accounting in writing within 60 days after my Trustee provides the accounting, the beneficiary's Legal Representative will be considered to assent to the accounting.

Section 11.12 Action of Trustees and Delegation of Trustee Authority

When I am not serving as a Trustee, if two Trustees are eligible to act with respect to a given matter, they must agree unanimously for action to be taken unless the express terms of the Trustees' appointment provide otherwise. If more than two Trustees are eligible to act with respect to a given matter, the Trustees must agree by majority for action to be taken.

A nonconcurring Trustee may dissent or abstain from a decision of the majority. A Trustee will be absolved from personal liability by registering the dissent or abstention in the trust records. After doing so, the dissenting Trustee must then act with my other Trustees in any way necessary or appropriate to effect the majority decision.

Notwithstanding the limitations set forth in this Section, unless a Trustee elects otherwise in a written instrument delivered to the other Trustees, if two or more Trustees are then serving, any one Trustee may sign any checks, agreements, or other documents on behalf of the trust with the same effect as if all Trustees had signed. Persons dealing with the signing Trustee in good faith may rely upon the signing Trustee's authority to act on behalf of the trust without inquiry as to the other Trustees' agreement.

Subject to the limitations set forth in Section 12.25, any Trustee may, by written instrument, delegate to any other Trustee the right to exercise any power, including a discretionary power, granted to my Trustee in this trust. During the time a delegation under this Section is in effect, the Trustee to whom the delegation is made may exercise the power to the same extent as if the delegating Trustee has personally joined in the exercise of the power. The delegating Trustee may revoke the delegation at any time by giving written notice to the Trustee to whom the power was delegated.

Section 11.13 Trustee May Disclaim or Release Any Power

Notwithstanding any provision of this trust to the contrary, any Trustee may relinquish any Trustee power in whole or in part, irrevocably or for any specified period of time, by a written instrument. The Trustee may relinquish a power personally or may relinquish the power for all subsequent Trustees.

Section 11.14 Trustee May Execute a Power of Attorney


My Trustee may appoint any individual or entity to serve as my Trustee's agent under a power of attorney to transact any business on behalf of my trust or any other trust created under this trust.

Section 11.15 Additions to Separate Trusts

If upon my death, or upon the termination of any trust created under this trust, a final distribution is to be made to a person who is the Primary Beneficiary of another trust established under this trust, and there is no specific indication whether the distribution is to be made in trust or outright, my Trustee shall make the distribution to the second trust instead of distributing the property to the beneficiary outright. For purposes of administration, the distribution will be treated as though it had been an original part of the second trust.

Section 11.16 Authority to Merge or Sever Trusts

My Trustee may merge a trust created under this trust with any other trust, if the two trusts contain substantially the same terms for the same beneficiaries and have at least one Trustee in common. My Trustee may administer the merged trust under the provisions of the

 Revocable Living Trust
11-5

instrument governing the other trust, and this trust will no longer exist if it merges into another trust. Accordingly, in the event another trust is merged into this trust or a trust created under the provisions of this trust document, my Trustee may shorten the period during which this trust subsists to comply with Section 13.01, if necessary, to effect the merger. But if a merger does not appear feasible, my Trustee may consolidate the trusts' assets for purposes of investment and trust administration while retaining separate records and accounts for each respective trust.

My Trustee may sever any trust on a fractional basis into two or more separate and identical trusts, or may segregate a specific amount or asset from the trust property by allocating it to a separate account or trust. The separate trusts may be funded on a *non pro rata* basis, but the funding must be based on the assets' total fair market value on the funding date. After the segregation, income earned on a segregated amount or specific asset passes with the amount or asset segregated. My Trustee shall hold and administer each severed trust upon terms and conditions identical to those of the original trust.

Subject to the trust's terms, my Trustee may consider differences in federal tax attributes and other pertinent factors in administering the trust property of any separate account or trust, in making applicable tax elections and in making distributions. A separate trust created by severance must be treated as a separate trust for all purposes from the effective severance date; however, the effective severance date may be retroactive to a date before my Trustee exercises the power.

Section 11.17 Authority to Terminate Trusts

My Independent Trustee may terminate any trust created under this trust at any time, if my Independent Trustee, in its sole and absolute discretion, determines that administering a trust created under this trust is no longer economical. Once distributed, my Trustee will have no further responsibility with respect to that trust property. My Trustee will distribute the trust property from a terminated trust in this order:

to me, if I am then living;

to the beneficiaries then entitled to mandatory distributions of the trust's net income, in the same proportions; and then

if none of the beneficiaries are entitled to mandatory distributions of net income, to the beneficiaries then eligible to receive discretionary distributions of the trust's net income, in the amounts and shares my Independent Trustee determines.

Section 11.18 Discretionary Distribution to Fully Utilize Basis Increase upon Death of Beneficiary

To the extent I have permitted my Trustee to make distributions of principal to a trust beneficiary, my Independent Trustee may distribute as much of the trust's principal to the beneficiary as my Independent Trustee determines advisable so that, upon the beneficiary's

██████████ Revocable Living Trust

11-6

death, his or her estate may utilize the basis increase allowed under Internal Revenue Code Section 1014 without causing an increase in the federal estate tax.

Before making a distribution of property under this Section, I request that my Trustee determine whether or not a good reason exists to retain the property in trust, such as whether my Trustee or the beneficiary might sell the property in the near future, as well as protection of the beneficiary from creditors, protection of the beneficiary from failed marriages, and protection of the asset for future generations. My Trustee has no liability to any beneficiary for any action or inaction by my Trustee under this Section, if made in good faith.

Section 11.19 Merger of Corporate Fiduciary

If any corporate fiduciary acting as the Trustee under this trust is merged with or transfers substantially all of its trust assets to another corporation, or if a corporate fiduciary changes its name, the successor will automatically succeed to the trusteeship as if that successor had been originally named a Trustee. No document of acceptance of trusteeship will be required.

Section 11.20 Funeral and Other Expenses of Beneficiary

Upon the death of an Income Beneficiary, my Trustee may pay the funeral expenses, burial or cremation expenses, enforceable debts, or other expenses incurred due to the death of the beneficiary from trust property. This Section only applies to the extent the Income Beneficiary has not exercised any testamentary power of appointment granted to the beneficiary under this trust.

My Trustee may rely upon any request by the deceased beneficiary's Legal Representative or family members for payment without verifying the validity or the amounts and without being required to see to the application of the payment. My Trustee may make decisions under this Section without regard to any limitation on payment of expenses imposed by statute or court rule and without obtaining the approval of any court having jurisdiction over the administration of the deceased beneficiary's estate.

Section 11.21 Generation-Skipping Transfer Tax Provisions

If any trust created under this trust would be partially exempt from generation-skipping transfer tax after the intended allocation of Available GST Exemption to the trust, then my Trustee may divide the partially exempt trust so that the allocation of Available GST Exemption can be made to a trust that will be entirely exempt from generation-skipping transfer tax. If my Trustee chooses to divide a trust that would otherwise be a partially exempt trust, my Trustee must create and administer the separate trusts as provided in this Section.

(a) Division into Exempt and Non-Exempt Trusts

My Trustee shall divide the property of the otherwise partially-exempt trust into two separate trusts, the *exempt trust* and the *nonexempt trust*. The exempt trust will consist of the largest fractional share of the otherwise

██████████ Revocable Living Trust
11-7

partially exempt trust's total assets that will permit the exempt trust to be entirely exempt from generation-skipping transfer tax. The *nonexempt trust* will consist of the balance of the otherwise partially exempt trust's total assets.

To compute the fractional share, my Trustee will use asset values as finally determined for transfer tax purposes. My Trustee must then apply the fraction to the assets at their actual value on the effective date or dates of distribution so that the actual value of the fractional share resulting from the application of the fraction will include fluctuations in the trust property's value. I request that my Trustee allocate the value of any Roth IRAs payable to my trust to the exempt trust to the extent possible.

(b) Administration of the Trusts

My Trustee shall administer the exempt and nonexempt trusts created under this Section as separate and independent trusts, but under the same terms as the original trust. To the extent possible, my Trustee should make distributions to a non-skip person as defined by Internal Revenue Code Section 2613 from the nonexempt trust and distributions to a skip person as defined by Section 2613 from an exempt trust. My Trustee may designate names for the exempt and nonexempt trusts.

If an exempt trust and a nonexempt trust are further divided under the terms of this trust, my Trustee may allocate property from the exempt trust first to the trust from which a generation-skipping transfer is more likely to occur.

(c) Expression of My Intent

My intent is to minimize the application of the generation-skipping transfer tax to the trust property, but not to affect the total amount of trust property to which any beneficiary may be entitled under this trust. This trust must be construed and interpreted to give effect to this intent.

(d) Additions of Property to Exempt and Non-Exempt Trusts

If at any time any property that has an inclusion ratio greater than zero for generation-skipping transfer tax purposes would be added to a trust with property that has an inclusion ratio of zero, then my Trustee will instead hold the property in a separate trust on the same terms and conditions as the original trust.

(e) Re-Allocation

If my Trustee's determination of whether a trust in this trust is partially, entirely, or not exempt from GST taxes is later incorrect (for example, if the Congress by law or the Service by regulation or ruling applies the generation-skipping transfer tax retroactively to the trust), my Trustee may re-allocate the assets as of the initial division date, as provided in this Section.

██████████ Revocable Living Trust

Article Twelve

My Trustee's Powers

Section 12.01 Introduction to Trustee's Powers

Except as otherwise specifically provided in this trust, my Trustee may exercise the powers granted by this trust without prior approval from any court, including those powers set forth under the laws of the State of Washington or any other jurisdiction whose law applies to this trust. The powers set forth in the RCW 11.98.070 are specifically incorporated into this trust.

My Trustee shall exercise the Trustee powers in the manner my Trustee determines to be in the beneficiaries' best interests. My Trustee must not exercise any power inconsistent with the beneficiaries' right to the enjoyment of the trust property in accordance with the general principles of trust law.

My Trustee may have duties and responsibilities in addition to those described in this trust. I encourage any individual or corporate fiduciary serving as Trustee to obtain appropriate legal advice if my Trustee has any questions concerning the duties and responsibilities as Trustee.

Section 12.02 Execution of Documents by My Trustee

My Trustee may execute and deliver any written instruments that my Trustee considers necessary to carry out any powers granted in this trust.

Section 12.03 Investment Powers in General

My Trustee may invest in any type of investment that my Trustee determines is consistent with the investment goals of the trust, whether inside or outside the geographic borders of the United States of America and its possessions or territories, taking into account the overall investment portfolio of the trust.

Without limiting my Trustee's investment authority in any way, I request that my Trustee exercise reasonable care and skill in selecting and retaining trust investments. I also request that my Trustee take into account the following factors in choosing investments:

- the potential return from the investment, both in income and appreciation;
- the potential income tax consequences of the investment;
- the investment's potential for volatility; and
- the role the investment will play in the trust's portfolio.

I request that my Trustee also consider the possible effects of inflation or deflation, changes in global and US economic conditions, transaction expenses, and the trust's need for liquidity while arranging the trust's investment portfolio.

[REDACTED] Revocable Living Trust

12-1

My Trustee may delegate his or her discretion to manage trust investments to any registered investment advisor or corporate fiduciary.

Section 12.04 Banking Powers

My Trustee may establish any type of bank account in any banking institutions that my Trustee chooses. If my Trustee makes frequent disbursements from an account, the account does not need to be interest bearing. My Trustee may authorize withdrawals from an account in any manner.

My Trustee may open accounts in the name of my Trustee, with or without disclosing fiduciary capacity, and may open accounts in the name of the trust. When an account is in the name of the trust, checks on that account and authorized signatures need not disclose the account's fiduciary nature or refer to any trust or Trustee.

Section 12.05 Business Powers

If the trust owns or acquires an interest in a business entity, whether as a shareholder, partner, general partner, sole proprietor, member, participant in a joint venture, or otherwise, my Trustee may exercise the powers and authority provided for in this Section. The powers granted in this Section are in addition to all other powers granted to my Trustee in this trust.

My Trustee may act personally and independently with any business entity in which the trust has an interest, separate from any duties owed to the trust as my Trustee. This includes serving and receiving compensation for services as an officer, director, general partner, manager, or any other capacity for the business entity. The compensation my Trustee receives from this entity will not affect the compensation my Trustee may be entitled to for serving as my Trustee. My Trustee may exercise any voting power for any matter, whether the voting power is held as my Trustee or independently as a stockholder, officer, director, general partner, member, manager, or other capacity of the business entity. My Trustee may independently own, purchase, and sell an interest in a business entity owned by the trust. Any sale of a nonpublicly traded business interest between my Trustee and the trust must be approved and effected by an Independent Special Trustee.

Section 12.06 Contract Powers

My Trustee may sell at public or private sale, transfer, exchange for other property, and otherwise dispose of trust property for consideration and upon terms and conditions that my Trustee deems advisable. My Trustee may grant options of any duration for any sales, exchanges, or transfers of trust property.

My Trustee may enter into contracts, and may deliver deeds or other instruments, that my Trustee considers appropriate.

Section 12.07 Common Investments

For purposes of convenience with regard to the trust property's administration and investment, my Trustee may invest part or all of the trust property jointly with property of

██████████ Revocable Living Trust

12-2

other trusts for which my Trustee is also serving as a Trustee. A corporate fiduciary acting as my Trustee may use common funds for investment. When trust property is managed and invested in this manner, my Trustee will maintain records that sufficiently identify this trust's portion of the jointly invested assets.

Section 12.08 Digital Assets

My Trustee has the authority to access, modify, control, archive, transfer, and delete my digital assets.

Digital assets include my sent and received emails, email accounts, digital music, digital photographs, digital videos, gaming accounts, software licenses, social-network accounts, file-sharing accounts, financial accounts, domain registrations, Domain Name System (DNS) service accounts, blogs, listservs, web-hosting accounts, tax-preparation service accounts, online stores and auction sites, online accounts, and any similar digital asset that currently exists or may be developed as technology advances.

My digital assets may be stored in the cloud or on my own digital devices. My Trustee may access, use, and control my digital devices in order to access, modify, control, archive, transfer, and delete my digital assets—this power is essential for access to my digital assets that are only accessible through my digital devices. Digital devices include desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar hardware that currently exists or may be developed as technology advances.

Section 12.09 Environmental Powers

My Trustee may inspect trust property to determine compliance with or to respond to any environmental law affecting the property. For purposes of this trust, *environmental law* means any federal, state, or local law, rule, regulation, or ordinance protecting the environment or human health.

My Trustee may refuse to accept property if my Trustee determines that the property is or may be contaminated by any hazardous substance or is or was used for any purpose involving hazardous substances that could create liability to the trust or to any Trustee.

My Trustee may use trust property to:

- conduct environmental assessments, audits, or site monitoring;
- take remedial action to contain, clean up, or remove any hazardous substance including a spill, discharge, or contamination;
- institute, contest, or settle legal proceedings brought by a private litigant or any local, state, or federal agency concerned with environmental compliance;
- comply with any order issued by any court or by any local, state, or federal agency directing an assessment, abatement, or cleanup of any hazardous substance; and

employ agents, consultants, and legal counsel to assist my Trustee in these actions.

My Trustee is not liable for any loss or reduction in value sustained by the trust as a result of my Trustee's decision to retain property on which hazardous materials or substances requiring remedial action are discovered, unless my Trustee contributed to that loss through willful misconduct or gross negligence.

My Trustee is not liable to any beneficiary or to any other party for any decrease in the value of property as a result of my Trustee's actions to comply with any environmental law, including any reporting requirement.

My Trustee may release, relinquish, or disclaim any power held by my Trustee that my Trustee determines may cause my Trustee to incur individual liability under any environmental law.

Section 12.10 Farming and Ranching Operations

If the trust owns or acquires an interest in a farm, ranch, or other agricultural property or business, my Trustee may exercise the authority and discretion provided in this Section. The powers granted in this Section are in addition to all other powers granted to my Trustee in this trust.

(a) Authority to Operate the Farm or Ranch

Notwithstanding any duty to diversify imposed by state law, my Trustee may retain and continue to operate a farm or ranch, even though the interest may constitute all or a substantial portion of the trust property.

My Trustee may take part in farm or ranch management, or hire a farm manager or a professional farm management service. My Trustee may delegate any of the powers authorized by this Section to a hired farm manager or professional farm management service.

My Trustee may purchase, sell, hold, manage, operate, lease, improve, and maintain the farm or ranch and any of its interests, and in general deal with all things necessary for operation as my Trustee deems advisable.

My Trustee may buy, sell, and raise livestock; plant, cultivate, harvest, and sell cash crops; produce timber or forest products for sale; or lease or rent all or part of the farm or ranch for cash or a crop share.

My Trustee may contract with hired labor, tenants, or sharecroppers.

My Trustee may construct, repair, and improve farm buildings, fences, and other farm or ranch structures, including drainage facilities, wells, ponds, and lagoons. My Trustee may participate in cooperative agreements concerning water and ditch rights.

My Trustee may purchase or rent any kind of farm machinery, equipment, feed, and seed necessary to operate the farm or ranch.

Revocable Living Trust

12-4

My Trustee may use approved soil conservation practices in order to conserve, improve, and maintain the soil's productivity. My Trustee may engage in timber or forest conservation practices.

My Trustee may engage in any farm program sponsored by any federal, state, or local governmental agency.

(b) Business Liabilities

If any tort or contract liability arises in connection with the farm or ranch, and if the trust is liable, my Trustee will first satisfy the liability from the assets of the farm or ranch, and only then from other property.

(c) Trustee Compensation

In addition to the compensation set forth in Section 11.07, my Trustee may receive additional reasonable compensation for services in connection with the operation of a farm or ranch. My Trustee may receive this compensation directly from the farm or ranch, the trust, or both.

(d) Conflicts of Interest

My Trustee may exercise all of the powers granted in this trust, even though my Trustee may be involved with or have a personal interest in the farm or ranch.

Section 12.11 Insurance Powers

My Trustee may purchase, accept, hold, and deal with as owner, insurance policies on my life, any beneficiary's life, or any person's life in whom any beneficiary has an insurable interest.

My Trustee may purchase disability, medical, liability, longterm health care and other insurance on behalf of and for the benefit of any beneficiary. My Trustee may purchase annuities and similar investments for any beneficiary.

My Trustee may execute or cancel any automatic premium loan agreement with respect to any policy, and may elect or cancel any automatic premium loan provision in a life insurance policy. My Trustee may borrow money to pay premiums due on any policy, either by borrowing from the company issuing the policy or from another source. My Trustee may assign the policy as security for the loan.

My Trustee may exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy to reduce the amount of a policy, to convert or exchange the policy, or to surrender a policy at any time for its cash value.

My Trustee may elect any paid-up insurance or extended-term insurance nonforfeiture option contained in a policy.

My Trustee may sell any policy at its fair market value to anyone having an insurable interest in the policy, including the insured.

My Trustee may exercise any other right, option, or benefit contained in a policy or permitted by the issuing insurance company.

Upon termination of the trust, my Trustee may transfer and assign the policies held by the trust as a distribution of trust property.

Section 12.12 Loans and Borrowing Powers

My Trustee may make loans to, or guarantee the borrowing of, any person including a beneficiary, as well as an entity, trust, or estate, for any term or payable on demand, and secured or unsecured.

My Trustee may encumber any trust property by mortgages, pledges, or otherwise, and may negotiate, refinance, or enter into any mortgage or other secured or unsecured financial arrangement, whether as a mortgagee or mortgagor. The term may extend beyond the trust's termination and beyond the period required for an interest created under this trust to vest in order to be valid under the rule against perpetuities.

My Trustee may enter into, negotiate, or modify the terms of any mortgage or any other secured or unsecured agreement granted in connection with any loan entered into by me individually or by any Trustee, and may release or foreclose on any mortgage or security interest payable to me or to the trust.

My Trustee may borrow money at interest rates and on other terms that my Trustee deems advisable from any person, institution, or other source including, in the case of a corporate fiduciary, its own banking or commercial lending department.

My Trustee may purchase, sell at public or private sale, trade, renew, modify, and extend mortgages. My Trustee may accept deeds instead of foreclosing.

Section 12.13 Nominee Powers

My Trustee may hold real estate, securities, and any other property in the name of a nominee or in any other form, without disclosing the existence of any trust or fiduciary capacity.


Section 12.14 Oil, Gas and Mineral Interests

My Trustee may acquire, maintain, develop, and exploit, either alone or jointly with others, any oil, gas, coal, mineral, or other natural resource rights or interests.

My Trustee may drill, test, explore, mine, develop, extract, remove, convert, manage, retain, store, sell, and exchange any of those rights and interests on terms and for a price that my Trustee deems advisable.

My Trustee may execute leases, pooling, unitization, and other types of agreements in connection with oil, gas, coal, mineral, and other natural resource rights and interests, even though the terms of those arrangements may extend beyond the trust's termination.

My Trustee may execute division orders, transfer orders, releases, assignments, farm outs, and any other instruments that it considers proper.

 Revocable Living Trust

12-6

My Trustee may employ the services of consultants and outside specialists in connection with the evaluation, management, acquisition, disposition, and development of any mineral interest, and may pay the cost of the services from the trust's principal and income.

Section 12.15 Payment of Property Taxes and Expenses

Except as otherwise provided in this trust, my Trustee may pay any property taxes, assessments, fees, charges, and other expenses incurred in the administration or protection of the trust. All payments will be a charge against the trust property and will be paid by my Trustee out of income. If the income is insufficient, then my Trustee may make any payments of property taxes or expenses out of the trust property's principal. My Trustee's determination with respect to this payment will be conclusive on the beneficiaries.

Section 12.16 Purchase of Assets from and Loans to My Probate Estate

Upon my death, my Trustee may purchase at fair market value and retain in the form received any property that is a part of my probate or trust estate as an addition to the trust. In addition, my Trustee may make secured and unsecured loans to my probate or trust estate. My Trustee may not be held liable for any loss suffered by the trust because of the exercise of the powers granted in this Section.

My Trustee may not use any trust property for the benefit of my estate as defined in Code of Federal Regulations Title 26 Section 20.2042-1(b), unless the property is included in my gross estate for federal estate tax purposes.

Section 12.17 Qualified Real Property Valuation

My Independent Trustee has the power to amend the terms of a trust holding *qualified real property* as defined in Internal Revenue Code Section 2032A, in order to permit the qualified real property to qualify for special use valuation permitted under Section 2032A, even if the amendment changes beneficial interests and that directs the segregation of trust property into more than one trust.

Section 12.18 Qualified Tuition Programs

My Trustee may purchase tuition credits or certificates or make contributions to an account in one or more qualified tuition programs as defined under Internal Revenue Code Section 529 on a beneficiary's behalf for the purpose of meeting the beneficiary's qualified higher education expenses. With respect to an interest in any qualified tuition program, my Trustee may act as contributor, administering the interest by actions including:

- designating and changing the designated beneficiary of the interest in the qualified tuition program;
- requesting both qualified and nonqualified withdrawals;
- selecting among investment options and reallocating funds among different investment options;
- making rollovers to another qualified tuition program; and

allocating any tax benefits or penalties to the beneficiaries of the trust.

Notwithstanding anything in this provision to the contrary, the designated beneficiary must always be a beneficiary of the trust from which the funds were distributed to establish the interest in the qualified tuition program. Investment in a qualified tuition program will not be considered a delegation of investment responsibility under any applicable statute or other law.

Section 12.19 Real Estate Powers

My Trustee may sell at public or private sale, convey, purchase, exchange, lease for any period, mortgage, manage, alter, improve, and in general deal in and with real property in the manner and on the terms and conditions as my Trustee deems appropriate.

My Trustee may grant or release easements in or over, subdivide, partition, develop, raze improvements to, and abandon any real property.

My Trustee may manage real estate in any manner considered best, and may exercise all other real estate powers necessary to effect this purpose.

My Trustee may enter into contracts to sell real estate. My Trustee may enter into leases and grant options to lease trust property, even though the term of the agreement extends beyond the termination of any trusts established under this trust and beyond the period that is required for an interest created under this trust to vest in order to be valid under the rule against perpetuities. My Trustee may enter into any contracts, covenants, and warranty agreements that my Trustee deems appropriate.

Section 12.20 Residences and Tangible Personal Property

My Trustee may acquire, maintain, and invest in any residence for the beneficiaries' use and benefit, whether or not the residence is income producing and without regard to the proportion that the residence's value may bear to the trust property's total value, even if retaining the residence involves financial risks that Trustees would not ordinarily incur. My Trustee may pay or make arrangements for others to pay all carrying costs of any residence for the beneficiaries' use and benefit, including taxes, assessments, insurance, maintenance, and other related expenses.

My Trustee may acquire, maintain, and invest in articles of tangible personal property, whether or not the property produces income. My Trustee may pay for the repair and maintenance of the property.

My Trustee is not required to convert the property referred to in this Section to income-producing property, except as required by other provisions of this trust.

My Trustee may permit any Income Beneficiary of the trust to occupy any real property or use any personal property owned by the trust on terms or arrangements that my Trustee determines, including rent free or in consideration for the payment of taxes, insurance, maintenance, repairs, or other charges.

My Trustee is not liable for any depreciation or loss resulting from any decision to retain or acquire any property as authorized by this Section.

Section 12.21 Retention and Abandonment of Trust Property

My Trustee may retain any property constituting the trust at the time of its creation, at the time of my death, or as the result of the exercise of a stock option, without liability for depreciation or loss resulting from retention. My Trustee may retain property, notwithstanding the fact that the property may not be of the character prescribed by law for the investment of assets held by a fiduciary, and notwithstanding the fact that retention may result in inadequate diversification under any applicable Prudent Investor Act or other applicable law.

My Trustee may hold property that is not income producing or is otherwise nonproductive if holding the property is in the best interests of the beneficiaries in the sole and absolute discretion of my Trustee. On the other hand, my Trustee will invest contributions of cash and cash equivalents as soon as reasonably practicable after the assets have been acquired by the trust.

My Trustee may retain a reasonable amount in cash or money market accounts to pay anticipated expenses and other costs, and to provide for anticipated distributions to or for the benefit of a beneficiary.

My Trustee may abandon any property that my Trustee considers of insignificant value.

Section 12.22 Securities and Brokerage Powers

My Trustee may buy, sell, trade, and otherwise deal in stocks, bonds, investment companies, mutual funds, common trust funds, commodities, and other securities of any kind and in any amount, including short sales.

My Trustee may place all or any part of the securities held by the trust in the custody of a bank or trust company. My Trustee may have all securities registered in the name of the bank or trust company or in the name of the bank's nominee or trust company's nominee. My Trustee may appoint the bank or trust company as the agent or attorney in fact to collect, receive, receipt for, and disburse any income, and generally to perform the duties and services incident to a custodian of accounts.

My Trustee may employ a broker-dealer as a custodian for securities held by the trust, and may register the securities in the name of the broker-dealer or in the name of a nominee; words indicating that the securities are held in a fiduciary capacity are optional. My Trustee may hold securities in bearer or uncertificated form, and may use a central depository, clearing agency, or book-entry system, such as The Depository Trust Company, Euroclear, or the Federal Reserve Bank of New York.

My Trustee may participate in any reorganization, recapitalization, merger, or similar transaction. My Trustee may exercise or sell conversion or subscription rights for securities of all kinds and descriptions. My Trustee may give proxies or powers of attorney

that may be discretionary and with or without powers of substitution, and may vote or refrain from voting on any matter.

Section 12.23 Settlement Powers

My Trustee may settle any claims and demands in favor of or against the trust by compromise, adjustment, arbitration, or other means. My Trustee may release or abandon any claim in favor of the trust.

Section 12.24 Subchapter S Corporation Stock Provisions

During any period the trust is not treated as a grantor trust for tax purposes under Internal Revenue Code Section 671, this trust or any trust created under this trust may hold any S corporation stock held as a separate *Electing Small Business Trust*, or as a separate *Qualified Subchapter S Trust*, as provided in this Section.

For purposes of this Section, *S corporation stock* means all capital stock issued by a corporation (or other entity taxable as a corporation for federal income tax purposes) that is treated or is intended to be treated under Section 1361(a) as an *S corporation* for federal income tax purposes.

(a) Electing Treatment as an Electing Small Business Trust

If my Trustee elects under Internal Revenue Code Section 1361(e)(3) to qualify any portion of the trust as an *Electing Small Business Trust*, my Trustee shall:

apportion a reasonable share of the unallocated expenses of all trusts created under this trust to the Electing Small Business Trust under the applicable provisions of the Internal Revenue Code and Treasury Regulations; and

administer the trust as an Electing Small Business Trust, under Internal Revenue Code Section 1361(e).

(b) Electing Treatment as a Qualified Subchapter S Trust

If the current Income Beneficiary of the trust makes an election under Section 1361(d)(2) to qualify the trust as a Qualified Subchapter S Trust within the meaning of Section 1361(d)(3), my Trustee shall:

refer to the Qualified Subchapter S Trust using the same name as the trust to which the stock was originally allocated, plus the name of the current Income Beneficiary of the trust, followed by the letters QSST;

administer the Qualified Subchapter S Trust in accordance with the same provisions contained in the trust to which the Trustee allocated the S corporation stock, as long as the provisions of this Subsection control the trust administration

to the extent that they are inconsistent with the provisions of the original trust; and

maintain the Qualified Subchapter S Trust as a separate trust held for the benefit of only one beneficiary as required in Section 1361(d)(3).

My Trustee shall recommend that the current Income Beneficiary of the trust make a timely election to cause federal tax treatment of the trust as a Qualified Subchapter S Trust.

(1) Current Income Beneficiary

The *current Income Beneficiary* of a Qualified Subchapter S Trust is the person who has a present right to receive income distributions from the trust to which the Trustee has allocated the S corporation stock. A Qualified Subchapter S Trust may have only one current Income Beneficiary.

If, under the terms of the trust, more than one person has a present right to receive income distributions from the trust originally holding the S corporation stock, my Trustee shall segregate the S corporation stock into separate Qualified Subchapter S Trusts for each of these people.

(2) Distributions

Until the earlier of the death of the current Income Beneficiary or the date on which the trust no longer holds any S corporation stock (the *QSST termination date*), my Trustee shall distribute at least annually all of the trust's *net income*, as defined in Internal Revenue Code Section 643(b) to the current Income Beneficiary.

The terms of the trust to which the S corporation stock was originally allocated govern distributions of principal from the Qualified Subchapter S Trust. But until the QSST termination date, my Trustee may distribute principal only to the current Income Beneficiary of the Qualified Subchapter S Trust and not to any other person or entity.

If the Qualified Subchapter S Trust terminates during the lifetime of the current Income Beneficiary, my Trustee shall distribute all assets of the Qualified Subchapter S Trust to the current Income Beneficiary outright and free of the trust.

(3) Allocation of Income and Expenses

My Trustee shall characterize receipts and expenses of any Qualified Subchapter S Trust in a manner consistent with Internal Revenue Code Section 643(b).

(4) Trust Merger or Consolidation

Notwithstanding any other provision of this trust that may seem to the contrary, my Trustee may not merge any Qualified Subchapter S Trust with another trust's assets if doing so would jeopardize the qualification of either trust as a Qualified Subchapter S Trust.

(c) Governance of the Trusts

The following additional provisions apply to any separate trust created under this Section.

(1) Protection of S Corporation Status

My Trustee must not administer a trust holding S corporation stock in a manner that would cause the termination of the S corporation status of the entity whose stock is held as part of the trust. Therefore, during any period that the trust holds S corporation stock, my Trustee must construe the terms and provisions of this trust in a manner that is consistent with the trust qualifying as an Electing Small Business Trust or as a Qualified Subchapter S Trust. My Trustee must disregard any provision of this trust that cannot be so construed or applied.

(2) Methods of Distribution

My Trustee may not make distributions in a manner that would jeopardize the trust's qualification as an Electing Small Business Trust or as a Qualified Subchapter S Trust.

(3) Disposition of S Corporation Stock

If my Trustee believes the continuation of any trust would result in the termination of the S corporation status of any entity whose stock is held as a part of the trust property, my Trustee, other than an Interested Trustee, in addition to the power to sell or otherwise dispose of the stock, has the power to distribute the stock to the person who is then entitled to receive the income from the trust.

Section 12.25 Limitation on My Trustee's Powers

All powers granted to Trustees under this trust or by applicable law are limited as set forth in this Section, unless explicitly excluded by reference to this Section. The limitations set forth in this Section do not apply to me.

(a) An Interested Trustee Limited to Ascertainable Standards

An Interested Trustee may only make discretionary decisions when they pertain to a beneficiary's health, education, maintenance, and support as described under Internal Revenue Code Sections 2041 and 2514.

(b) Interested Trustee Prohibited from Acting

Whenever this trust specifically prohibits or limits an Interested Trustee from exercising discretion or performing an act, then any Interested Trustee serving as my Trustee is prohibited from participating in the exercise of that discretion or performance of that act. If there is no Trustee serving who is not an Interested Trustee, then an Independent Special Trustee may be appointed under the provisions of Section 3.08 to exercise the discretion or perform the act.

(c) Exclusive Powers of My Independent Trustee

Whenever a power or discretion is granted exclusively to my Independent Trustee, then any Interested Trustee who is then serving as my Trustee is prohibited from participating in the exercise of the power or discretion. If there is no Independent Trustee then serving, then an Independent Special Trustee may be appointed under the provisions of Section 3.08 to exercise the power or discretion that is exercisable only by my Independent Trustee.

(d) No Distributions in Discharge of Certain Legal Obligations

My Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of my Trustee, including the obligation of support.

If a beneficiary or any other person has the power to remove a Trustee, that Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of the person having the power to remove the Trustee, including that person's obligation of support.

(e) Insurance Policy on the Life of My Trustee

If the trust holds a policy that insures the life of a Trustee, that Trustee may not exercise any powers or rights with respect to the policy. Instead, a Co-

Trustee or an Independent Special Trustee must exercise the powers and rights with respect to the policy.

If any rule of law or court decision construes the ability of the insured Trustee to name an Independent Special Trustee as an incident of ownership of the policy, then a majority of the then current Income Beneficiaries (excluding the insured Trustee if he or she is a beneficiary) will select the Independent Special Trustee.

(f) Insurance Policy on a Beneficiary's Life

If the trust holds a policy that insures a beneficiary's life, the beneficiary, individually or as Trustee, may not exercise any power over the policy, its cash value, or its proceeds. This denial of power is intended to prevent an insured beneficiary from holding any power that would constitute an incident of ownership of the policy.

In addition, no distribution of income or principal to the insured beneficiary may be satisfied out of the policy's proceeds, cash value, or other economic benefit of the policy.

The limitations of this Subsection do not apply if, upon the beneficiary's death, the policy's proceeds would otherwise be included in the beneficiary's gross estate for federal estate tax purposes.

Article Thirteen General Provisions

Section 13.01 Maximum Term for Trusts

Notwithstanding any contrary provisions or unless terminated earlier under other provisions of this trust, each trust created under this trust document will terminate 21 years after the death of the last to die of the descendants of my paternal and maternal grandparents who are living at the time of my death.

At that time, the remaining trust property will vest in and be distributed to the persons entitled to receive mandatory distributions of the trust's net income, in the same proportions. If no beneficiary is entitled to mandatory distributions of net income, the remaining trust property will vest in and be distributed to the beneficiaries entitled to receive discretionary distributions of the trust's net income, in equal shares.

Section 13.02 Spendthrift Provision

No beneficiary may assign, anticipate, encumber, alienate, or otherwise voluntarily transfer the income or principal of any trust created under this trust. In addition, neither the income nor the principal of any trust created under this trust is subject to attachment, bankruptcy proceedings or any other legal process, the interference or control of creditors or others, or any involuntary transfer.

This Section does not restrict a beneficiary's right to disclaim any interest or exercise of any power of appointment granted in this trust.

Section 13.03 Contest Provision

If any person attempts to contest or oppose the validity of this trust or any amendment to this trust, or commences, continues, or prosecutes any legal proceedings to set this trust aside, then that person will forfeit his or her share, cease to have any right or interest in the trust property, and will be considered to have predeceased me for purposes of this instrument.

Section 13.04 Survivorship Presumption

If any beneficiary is living at my death, but dies within 45 days after my death, then the beneficiary will be considered to have predeceased me for this trust's purposes.

Section 13.05 Changing the Governing Law and Situs of Administration

At any time, my Trust Protector may change the governing law of the trust; change the situs of the administration of the trust; and remove all or any part of the property from one jurisdiction to another. My Trust Protector may elect, by filing an instrument with the trust records, that the trust will then be construed, regulated, and governed by the new jurisdiction's laws. My Trust Protector may take action under this Section for any purpose

[REDACTED] Revocable Living Trust

13-1

my Trust Protector considers appropriate, including the minimization of any taxes in respect of the trust or any trust beneficiary.

If considered necessary or advisable by my Trust Protector, my Trust Protector may appoint an Independent Trustee to serve as Trustee in the new situs.

If necessary and if my Trust Protector does not appoint an Independent Trustee within 30 days of my Trust Protector's action to change the governing law or situs of the trust, the beneficiaries entitled to receive distributions of the trust's net income may appoint a corporate fiduciary in the new situs by majority consent. If a beneficiary is a minor or is incapacitated, the beneficiary's parent or Legal Representative may act on the beneficiary's behalf.

Section 13.06 Antilapse Statutes

Whether existing now or enacted later, no *antilapse* statute of Washington or any other jurisdiction will be applied in construing any provision of this trust.

Section 13.07 Definitions

For purposes of this trust, the following terms have these meanings:

(a) Adopted and Afterborn Persons

A person in any generation who is legally adopted before reaching 18 years of age and his or her descendants, including adopted descendants, have the same rights and will be treated in the same manner under this trust as natural children of the adopting parent. A person is considered legally adopted if the adoption was legal at the time when and in the jurisdiction in which it occurred.

A fetus *in utero* later born alive will be considered a person in being during the period of gestation.

(b) Available GST Exemption

My *Available GST Exemption* means the GST exemption provided in Internal Revenue Code Section 2631 in effect at my death; reduced by the aggregate of:

any amount of GST exemption allocated to my lifetime transfers, including those allocations made at the time of my death by my Personal Representative, by my Trustee, or by operation of law; and

any amount allocated to direct-skip persons as defined in Internal Revenue Code Section 2612(c)(1) that does not qualify for an exclusion from the generation-skipping transfer tax occurring at my death to or for the benefit of my descendants.

At the time of my death, if I have made a lifetime transfer to a trust with an inclusion ratio of greater than zero but have not filed a gift tax return and the due date for the gift tax return has not yet passed, my Available GST Exemption will also be reduced so that the trust inclusion ratio is zero, in order to exempt the transfer from generation-skipping transfer tax.

(c) Conduit Trust

The term *conduit trust* means a see-through trust, the terms of which provide that, with respect to the deceased employee's interest in the plan, all distributions will, upon receipt by the trustee, be paid directly to, or for the benefit of, specified beneficiaries.

(d) Descendants

The term *descendants* means persons who directly descend from a person, such as children, grandchildren, or great-grandchildren. The term *descendants* does not include collateral descendants, such as nieces and nephews.

(e) Education

The term *education* is intended to be an ascertainable standard under Internal Revenue Code Sections 2041 and 2514 and includes:

enrollment at private elementary, junior, and senior high school, including boarding school;

undergraduate and graduate study in any field at a college or university;

specialized, vocational, or professional training or instruction at any institution, as well as private instruction; and

any other curriculum or activity that my Trustee considers useful for developing a beneficiary's abilities and interests including athletic training, musical instruction, theatrical training, the arts, and travel.


The term *education* also includes expenses such as tuition, room and board, fees, books, supplies, computers and other equipment, tutoring, transportation, and a reasonable allowance for living expenses.

(f) Good Faith

For the purposes of this trust, a Trustee has acted in good faith if:

an action or inaction is not a result of intentional wrongdoing;

the Trustee did not make the decision to act or not act with reckless indifference to the beneficiaries' interests; and

 Revocable Living Trust
13-3

an action or inaction does not result in an improper personal benefit to the Trustee.

Further, all parties subject to the provisions of this trust will treat any action or inaction made in reliance on information, consent, or directions received from the Personal Representative of my estate as made in good faith for the purposes of this Section, except for cases of willful misconduct or malfeasance on the Trustee's part.

(g) Grantor

Grantor has the same legal meaning as *Settlor*, *Trustor* or any other term referring to the maker of a trust.

(h) Incapacity

Except as otherwise provided in this trust, a person is considered incapacitated in any of the following circumstances.

(1) The Opinion of Two Licensed Physicians

An individual is considered to be incapacitated whenever two licensed physicians give the opinion that the individual is unable to effectively manage his or her property or financial affairs, whether as a result of age; illness; use of prescription medications, drugs, or other substances; or any other cause. If an individual whose capacity is in question refuses to provide necessary documentation or otherwise submit to examination by licensed physicians, that individual will be considered incapacitated.

An individual is considered restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her property and financial affairs.

(2) Court Determination

An individual is considered incapacitated if a court of competent jurisdiction has declared the individual to be disabled, incompetent, or legally incapacitated.

(3) Detention, Disappearance, or Absence

An individual is considered to be incapacitated whenever he or she cannot effectively manage his or her property or financial affairs due to the individual's unexplained disappearance or absence for more than 30 days, or whenever he or she is detained under duress.

An individual's disappearance, absence, or detention under duress may be established by an affidavit of my Trustee, or

by the affidavit of any beneficiary if no Trustee is then serving. The affidavit must describe the circumstances of the individual's disappearance, absence, or detention, and may be relied upon by any third party dealing in good faith with my Trustee.

(i) Include, Includes, Including

In this document, the words include, includes, and including mean include without limitation, includes without limitation and including without limitation, respectively. Include, includes, and including are words of illustration and enlargement, not words of limitation or exclusivity.

(j) Income Beneficiary

The term *Income Beneficiary* means any beneficiary who is then entitled to receive distributions of the trust's net income, whether mandatory or discretionary.

Unless otherwise provided in this trust, the phrase *majority of the Income Beneficiaries* means any combination of Income Beneficiaries who would receive more than 50% of the accrued net income if that income were distributed on the day of a vote. For purposes of this calculation, beneficiaries who are eligible to receive discretionary distributions of net income receive the imputed income in equal shares.

References to a *majority* refer to a majority of the entire trust collectively until my Trustee allocates property to separate trusts or trust shares. After my Trustee allocates property to separate trusts or trust shares, references to a *majority* refer to a majority of each separate trust or trust share.

(k) Income in Respect of a Decedent (IRD)


The term *income in respect of a decedent* (IRD) means income received after a decedent's death that would have been taxable to the decedent if the income had been received by the decedent during the decedent's lifetime. For example, payments under qualified retirement plans and other deferred compensation arrangements are IRD. For purposes of this trust, IRD means any income that would be classified as IRD under Internal Revenue Code Section 691(a).

(l) Independent Trustee

The term *Independent Trustee* means any Trustee who is not an Interested Trustee as defined in Subsection (n) and includes an Independent Special Trustee appointed under the provisions of Section 3.08.

(m) Instrument

The term *this instrument* means this trust, and includes all trusts created under the terms of this trust.

 Revocable Living Trust
13-5

(n) Interested Trustee

The term *Interested Trustee* means a Trustee who:

- is a transferor or beneficiary;
- is related or subordinate to a transferor or beneficiary;
- can be removed and replaced by a transferor with either the transferor or a party who is related or subordinate to the transferor; or
- can be removed and replaced by a beneficiary with either the beneficiary or a party who is related or subordinate to the beneficiary.

For purposes of this Subsection, *transferor* means a person who transferred property to the trust during that person's lifetime, including a person whose disclaimer resulted in property passing to the trust. A person is only a transferor during his or her lifetime. *Beneficiary* means a person who is or may become eligible to receive income or principal from the trust under the terms of the trust, even if this person has only a remote contingent remainder interest in the trust, but not if the person's only interest is as a potential appointee under a power of appointment. *Related or subordinate* is used as defined in Internal Revenue Code Section 672(c).

(o) Internal Revenue Code and Treasury Regulations

References to the *Internal Revenue Code* or to its provisions are to the Internal Revenue Code of 1986, as amended, and any corresponding Treasury Regulations. References to the *Treasury Regulations*, are to the Treasury Regulations under the Internal Revenue Code in effect. If a particular provision of the Internal Revenue Code is renumbered or the Internal Revenue Code is superseded by a subsequent federal tax law, any reference is considered to be made to the renumbered provision or to the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this trust. The same rule applies to references to the Treasury Regulations.

(p) Legal Representative or Personal Representative

As used in this trust document, the term *Legal Representative* or *Personal Representative* means a person's guardian, conservator, executor, administrator, Trustee, attorney in fact under a Durable Power of Attorney, or any other person or entity representing a person or the person's estate. In the case of a minor beneficiary, the beneficiary's parent or another adult with custody of the beneficiary, except for any transferor to a trust created under this instrument, will be considered the beneficiary's Legal Representative for purposes of this trust.



(q) Per Capita at Each Generation

Whenever a distribution is to be made to a person's descendants *per capita at each generation*, the distribution will be divided into as many equal shares as there are then-living descendants in the nearest degree of kinship to the designated ancestor and then-deceased descendants in the same degree who left then-living descendants, with each then-living descendant in the nearest degree receiving one share. Any remaining shares will then be combined and divided in the same manner among the then-living descendants of the deceased descendants, as if the then-living descendants who received a share and their descendants had predeceased the date of distribution.

(r) Primary Beneficiary

The *Primary Beneficiary* of a trust created under this trust is that trust's oldest Income Beneficiary, unless some other individual is specifically designated as the Primary Beneficiary of that separate trust.

(s) Qualified Retirement Benefits

The term *qualified retirement plan* means a plan qualified under Internal Revenue Code Section 401, an individual retirement arrangement under Section 408 or Section 408A, or a tax-sheltered annuity under Section 403. The term *qualified retirement benefits* means the amounts held in or distributed pursuant to a plan qualified under Section 401, an individual retirement arrangement under Section 408 or Section 408A, a tax-sheltered annuity under Section 403, or any other benefit subject to the distribution rules of Section 401(a)(9).

(t) See-Through Trust

The term *see-through trust* means a trust that is designated as the beneficiary of an employee under a qualified retirement plan and meets certain requirements of the Treasury Regulations, the effect of which is that certain beneficiaries of the trust that are not disregarded are treated as having been designated as beneficiaries of the employee under the qualified retirement plan.

(u) Shall and May

Unless otherwise specifically provided in this trust or by the context in which used, I use the word *shall* in this trust to impose a duty, command, direct, or require, and the word *may* to allow or permit, but not require. In the context of my Trustee, when I use the word *shall* I intend to impose a fiduciary duty on my Trustee. When I use the word *may* I intend to empower my Trustee to act with the Trustee's sole and absolute discretion unless otherwise stated in this trust. When I use the words *may not* in reference to my Trustee, I specifically mean my Trustee *is not permitted to*.

(v) Trust

The terms *this trust*, *this document*, *instrument*, and *this trust document* refer to this trust and all trusts created under the terms of this trust.

(w) Trustee

The terms *my Trustee* and *Trustee* refer to the Initial Trustees named in Article One and to any successor, substitute, replacement, or additional person, corporation, or other entity that ever acts as the Trustee of any trust created under the terms of this trust. The term *Trustee* refers to singular or plural as the context may require.

(x) Trust Property

The term *trust property* means all property acquired from any source and held by a Trustee under this trust.

Section 13.08 General Provisions and Rules of Construction

The following general provisions and rules of construction apply to this trust.

(a) Multiple Originals; Validity of Paper or Electronic Copies

This trust may be executed in any number of counterparts, each of which will be considered an original.

Any person may rely on a paper or electronic copy of this trust that the Trustee certifies to be a true copy as if it were an original.

(b) Singular and Plural; Gender

Unless the context requires otherwise, singular words may be construed as plural, and plural words may be construed as singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word *or*, when used in a list of more than two items, may function as both a conjunction and a disjunction as the context requires.

(c) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and Subsections used within this trust are included solely for the convenience of the reader. They have no significance in the interpretation or construction of this trust.

(d) Governing State Law

This trust is governed, construed, and administered according to the laws of Washington, as amended except as to trust property required by law to be governed by the laws of another jurisdiction and unless the situs of administration is changed under Section 13.05.

(e) Notices

Unless otherwise stated, any notice required under this trust will be in writing. The notice may be personally delivered with proof of delivery to the party requiring notice and will be effective on the date personally delivered. Notice may also be mailed, postage prepaid, by certified mail with return receipt requested to the last known address of the party requiring notice. Mailed notice is effective on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice will be effective on the date it would normally have been received via certified mail. If the party requiring notice is a minor or incapacitated individual, notice will be given to the parent or Legal Representative.

(f) Severability

The invalidity or unenforceability of any provision of this trust does not affect the validity or enforceability of any other provision of this trust. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this trust are to be interpreted as if the invalid provision had never been included.

I have executed this trust on February 7, 2024. This trust instrument is effective when signed by me, whether or not now signed by a Trustee.

[Redacted signature]

[Redacted signature]

STATE OF OREGON

)

) ss.

COUNTY OF MARION

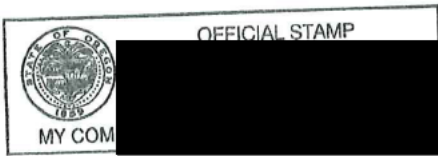
)

This instrument was acknowledged before me on February 7, 2024, by Linda [REDACTED] as Grantor and as Trustee, and Theresa [REDACTED] as Trustee.

[Seal]



Notary Public



[REDACTED] Revocable Living Trust

13-10

Schedule A

Ten Dollars cash
