VERONICA TRUST

THIS	AGREEM	ENT	is	made	on	January	13,	2021,	between	VERONICA
		a sir	ngle	perso	n, pr	esently re	sidin	g at		Washington,
hereinafter re	ferred to as	"Trus	stor,"	and	VER	ONICA				hereinafter
referred to as '	'Trustee."									

ARTICLE I THE TRUST ESTATE AND TRUSTOR'S FAMILY

- 1.1 Trustee acknowledges receipt of the property of Trustor described in the attached Schedule A which, together with any other property hereafter transferred to Trustee, and accepted by Trustee, shall constitute the "trust estate" and shall be administered by Trustee as provided in this instrument.
- 1.2 Trustor is a widow. Her family consists of her children, NISHAN and SHOSHANNA

ARTICLE II REVOCATION; WITHDRAWAL OF PROPERTY; MODIFICATION

- 2.1 Reservation of Rights. Trustor reserves the right:
 - 2.1.1 To revoke this instrument in its entirety;
 - 2.1.2 To partially revoke or modify this instrument;
 - 2.1.3 To withdraw from the operation of the trust any part or all of the trust estate; and
 - 2.1.4 To transfer to Trustee additional property acceptable to Trustee for administration as a part of the trust estate.
- 2.2 <u>Effectiveness</u>. Any revocation, withdrawal of property, or modification shall be valid and fully effective whenever Trustee shall receive from Trustor written notice thereof, except that the powers and duties of Trustee shall not be changed without Trustee's written consent. In the case of revocation or withdrawal of property, Trustee shall have a reasonable time to transfer or deliver the property.
- 2.3 Rights Personal to Trustor. The rights reserved to Trustor are personal to Trustor and shall not be exercised by any other person, including an attorney-in-fact or a guardian of

Trustor's estate, except upon a court order.

ARTICLE III BENEFICIARIES; PURPOSES; DISTRIBUTIONS DURING TRUSTOR'S LIFETIME

3.1 <u>Beneficiaries: Purposes</u>. During Trustor's lifetime, Trustor shall be the primary beneficiary of the trust estate and the primary trust purposes shall be to provide for Trustor's health, support, and maintenance in Trustor's accustomed manner of living.

3.2 <u>Distribution</u>.

- 3.2.1 <u>As Directed by Trustor</u>. Trustee shall make such distributions of income and principal to Trustor, or to another or others, as Trustor shall direct. In the event of Trustor's disability, Trustee may either continue or discontinue any distribution directed by Trustor.
- 3.2.2 <u>In Trustee's Discretion, Upon Trustor's Disability</u>. At any time Trustee thinks it is in the best interest of Trustor, or in the event of Trustor's disability, Trustee may make to, or for the benefit of, Trustor, as long as Trustor is living, such distributions out of the trust estate as Trustee shall from time to time think are necessary to accomplish the trust purposes.

ARTICLE IV ALLOCATION AND DISTRIBUTION UPON DEATH OF TRUSTOR; ESTATE TAXES; EXPENSES

- 4.1 <u>Allocation and Distribution</u>. Upon Trustor's death, Trustee shall distribute the trust estate as stated below.
 - 4.1.1 Trustor gives to each of the persons named in a written statement signed by Trustor, which Trustor may place in the envelope with this trust, such items of tangible personal property of hers as is, or will be, specifically described in such written statement and identified as a gift to such persons. If any person named in such written statement predeceases Trustor, the bequest to that person shall lapse.
 - 4.1.2 \$100,000.00 shall be distributed to Trustor's friend, BARBARA provide she survives Trustor. This gift shall be paid from liquidated trust assets. The Trustee shall be given a reasonable period of time to sell such assets. In the event that there are insufficient liquid trust assets to pay this gift in full, and if the beneficiary of the remaining trust assets does not wish to liquidate the remaining trust assets, the beneficiary shall have the option to pay the balance due to BARBARA directly from the beneficiary's own assets to satisfy this gift.
 - 4.1.3 I leave all my jewelry to SHOSHANNA provided she survives the Trustor.

- 4.1.4 The remainder of the trust estate shall be distributed to NISHAN provided he survives Trustor. NISHAN may, in his sole and absolute discretion, distribute a portion of the trust estate to SHOSHANNA and BENJAMIN If he does not survive Trustor, this property shall be distributed to SHOSHANNA provided she survives the Trustor.
- 4.1.4 Under no circumstances shall any portion of the trust estate pass to Trustor's brother, MICHAEL
- 4.2 <u>Estate Taxes</u>: Expenses. Trustee may, in Trustee's discretion, pay or otherwise provide for, from the principal of the trust estate
 - 4.2.1 Such portion of the estate, inheritance and other taxes imposed by reasons of Trustor's death (exclusive of generation-skipping taxes), including interest and penalties on those taxes ("estate taxes"); and
 - 4.2.2 Such portion of Trustor's debts, expenses of last illness, funeral and burial, and expenses of administration (including attorney fees and personal representative's fees) as Trustee determines advisable after consultation with the personal representative, if any, of Trustor's probate estate. This authorization is subject to the exceptions set forth below in this Article 4.2.
- 4.3 <u>Interest or Penalties</u>. Any interest or penalties attributable to the estate taxes and paid by Trustee may be charged, in Trustee's discretion, to either income or principal of the trust estate or part to each.

ARTICLE V GENERAL ADMINISTRATIVE PROVISIONS

5.1 Duties of Trustee.

- 5.1.1 Annual Accountings. After the end of each income tax year for the trust, Trustee shall prepare a statement showing how the property of the trust is invested and all transactions relating to the trust for the preceding tax year. Within sixty days after the end of the tax year, Trustee shall furnish a copy of the statement to Trustor. This obligation shall not apply when Trustor and Trustee are the same person.
- 5.1.2 <u>Investments</u>. In acquiring, investing, reinvesting, exchanging, selling and managing the property of the trust, Trustee shall exercise the judgment and care, under the circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds. In determining the prudence of a particular investment, Trustee shall consider the proposed investment or investment course of action in relation to all property of the trust.

- 5.1.3 <u>Income</u>. If all of the income of the trust is not distributed during an income tax year, the undistributed portion shall be added to principal.
- 5.2 <u>Powers of Trustee</u>. Trustor grants to Trustee the continuing, absolute, discretionary power to deal with any property, real or personal, held in the trust estate as freely as Trustor might in the handling of Trustor's own affairs. In addition, Trustee shall have all of the power, authority, and discretion given a trustee under the laws of the State of Washington on this date. These include those given a trustee under the provisions of Chapter 11.98 of the Revised Code of Washington, known as the "Washington Trust Act." Such powers may be exercised independently and without the prior approval of any court or judicial authority and no person dealing with Trustee shall be required to inquire into the propriety of any of Trustee's actions.
- 5.3 <u>Directions to Trustee</u>. In addition to written directions, Trustee is entitled to rely upon directions given to Trustee in person, by telephone, telefax, telex, cable or otherwise. A person giving any direction to Trustee shall give written confirmation of any such direction when requested by Trustee.
- 5.4 <u>Agents and Attorneys</u>. Trustee may employ agents and attorneys as Trustee thinks necessary or desirable for the proper administration of the trust or for any litigation, controversy, or uncertainty which may arise in connection with the trust. Trustee may pay reasonable compensation to agents and attorneys for their services and be fully protected in relying on advice of legal counsel.
- 5.5 <u>Trustee's Fees and Expenses</u>. Trustee shall be entitled to compensation for the acceptance and administration of the trust and for the payments and distributions made by Trustee. Trustee is entitled to extra compensation for unusual or extraordinary services. The amount of compensation shall be that customarily charged for similar services by the trust departments of banks in the community. Trustee shall be reimbursed for all expenses reasonably incurred in the administration of the trust.
- death or inability to act of Trustee, I designate NISHAN as Trustee. In the event of the resignation, death or unwilling so to act, I designate SHOSHANNA as Trustee. In the event he is unable or unwilling so to act, I designate SHOSHANNA as Trustee. In the event of the resignation, death or inability to act of both said successor trustees, then the beneficiaries of this trust shall appoint a successor trustee without the necessity of court proceedings.
- 5.7 <u>Trustee's Good Faith Actions Binding</u>. Every action taken in good faith by Trustee shall be conclusive and binding upon all persons' interest in the property of the trust.
- 5.8 <u>Spendthrift Provision</u>. Neither the income nor the principal of the trust created by this Trust Agreement shall be alienable by any beneficiary, either by assignment or by any other method and the same shall not be subject to be taken by his creditors or by any process whatsoever.

- 5.9 <u>Definitions</u>. Where the masculine or feminine form is used, it shall be deemed to include the other. All references to children and descendants shall include lawfully adopted children.
- 5.10 <u>Law Governing: Savings Clause</u>. This instrument shall be governed by the laws of the State of Washington. Any provision prohibited by the law or unenforceable shall not affect the remaining provisions of this instrument.
- 5.11 No Contest Clause. If any beneficiary under this trust shall contest it or any part or provision hereof, any share or interest given to that person shall be revoked and augment proportionately the share of such of the beneficiaries hereunder as shall not have joined or participated in said contest.

Executed by Trustor and Trustee on the day and year first above written.

Veronica "TRUSTOR"

Veronica Veronica

"TRUSTEE"

On this day personally appeared before me Veronica to me known to be the individual described in as Trustor and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and

STATE OF WASHINGTON)

purposes therein mentioned.

OIVEN under my hand and official seal on 1/13/21

NOTARY PUBLIC in and for the State of Washington residing at

CONVEYANCE OF ALL TANGIBLE PERSONAL PROPERTY

VERONICA a single person, hereby assigns and transfers all					
of her interest in all her tangible personal property, now owned or hereafter acquired, to					
VERONICA Trustee of the VERONICA TRUST dated					
January 13, 2021, to be owned by such trust.					
This includes, but is not limited to, the following: personal and household items, motor					
vehicles, antiques, sporting equipment, tools, china, glassware, clothing, jewelry, precious gems,					
gardening and yard equipment and supplies, rugs, fixtures, books, silverware, and appliances.					
DATED: January 13, 2021.					
STATE OF WASHINGTON) SS COUNTY)					
On this day personally appeared before me, VERONICA, to me known to be the individual described herein and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.					
GIVEN under my hand and official seal on January 13, 2021.					
NOTARY PUBLIC in and for the State of Washington residing at					

MEMORANDUM OF TRUST

1.	The name of the Trust is: VERONICA TRUST dated January 13, 2021
2.	The name and address of the current Trustee are: Veronica
3.	The purpose of the Trust is to provide for the Trustor during her lifetime and to make distributions to her beneficiaries upon her death.
4.	The Primary Beneficiary of the Trust is: Veronica
5.	The provisions for successor Trustee are as follows: 5.6 Resignation of Trustee and Successor Trustee. In the event of the resignation, death or inability to act of Trustee, I designate NISHAN as Trustee. In the event he is unable or unwilling so to act, I designate SHOSHANNA as Trustee. In the event of the resignation, death or inability to act of both said successor trustees, then the beneficiaries of this trust shall appoint a successor trustee without the necessity of court proceedings.
6.	The signatories of this Memorandum are the Trust's Trustor and the current Trustee of the Trust.
7.	This Memorandum is dated January 13, 2021. Veronica "TRUSTOR"
	Veronica Veronica

"TRUSTEE"