

DECLARATION OF TRUST

FOR THE

[REDACTED] FAMILY IRREVOCABLE TRUST



GARY [REDACTED] and **JANET [REDACTED]** as Settlers, hereby create The **[REDACTED] Irrevocable Trust** ("the Trust") on October 16, 2017. **AMBER [REDACTED]** is the trustee of this Trust and, in that capacity, she and her successors are collectively referred to in this Declaration of Trust as the "Trustee."

This Trust is funded with **GARY [REDACTED]** and **JANET [REDACTED]** community property assets. Because this is an Irrevocable Trust, after this Trust is funded, no right, title, interest or equity in any of the Trust estate or the income shall vest in **GARY [REDACTED]** and **JANET [REDACTED]** until actual payment to them by the Trustee, and no part of either principal, interest, or increase shall be liable for the debts, present or future, of **GARY [REDACTED]** and **JANET [REDACTED]**, or shall be subject to the right on the part of any of their creditors to seize or reach the same under any writ of by any proceeding at law or in equity. **GARY [REDACTED]** and **JANET [REDACTED]** shall not have any power to give, grant, sell, convey, mortgage, pledge, or otherwise dispose of, encumber or anticipate the principal, income or increase of the Trust estate.

ARTICLE 1

FAMILY AND IDENTIFICATION OF LIFETIME BENEFICIARIES

We are citizens of the United States. We have three living children as follows: **TAMI [REDACTED]**, **AMBER [REDACTED]** and **BRENT [REDACTED]**

Identification of Lifetime Beneficiaries. While we are living the following individuals are principal beneficiaries of this Trust: **TAMI [REDACTED]**, **AMBER [REDACTED]** and **BRENT [REDACTED]**

ARTICLE 2

TRANSFER TO TRUST

We hereby convey to the Trustee all of our interest in the assets listed on Exhibit A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Exhibit A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Declaration of Trust. The Trustee accepts the responsibility of the Trustee, acknowledge receipt of the current Trust assets, and agree to hold the Trust Estate as set forth in this Declaration of Trust.

ARTICLE 3 IRREVOCABLE PROVISION

We declare that we have no right to alter, amend, modify, or revoke this Declaration of Trust; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever be distributed in discharge of our legal obligations.

ARTICLE 4 ADMINISTRATION DURING OUR LIFETIME

4.1 Payment of Income and Principal. After any payments required under Section 11.1, the Trustee shall make distributions of income and principal as follows:

(a) All of the income of the Trust shall be paid to the Settlers quarterly.

(b) Principal shall be paid to the lifetime beneficiaries at whatever times and in whatever amounts as the Trustee, in her sole discretion, chooses. In no event shall the Trustee be required to make distributions of principal to or for the benefit of the lifetime beneficiaries. No distributions of Principal shall be made to the Settlers at any time.

All distributions from the Trust shall be consistent with stated purposes of the Trust. Any income not required to be distributed in a calendar year shall be accumulated or added to principal at the discretion of the Trustee.

This is a discretionary trust and not a general support trust.

4.2 Distribution of Remaining Assets. As soon as practicable after the death of GARY [REDACTED] and JANET [REDACTED], all assets remaining in the Trust are to be distributed as provided in Article 5 below.

ARTICLE 5 ADMINISTRATION AFTER DEATH

5.1 Upon the death of GARY [REDACTED] or JANET [REDACTED], this trust shall remain in effect with all rights reserved hereunder until the death of the survivor of GARY [REDACTED] or JANET [REDACTED].

5.2 After the death of both GARY [REDACTED] and JANET [REDACTED], this Trust shall terminate and the Trustee shall distribute all remaining assets (the "residue") of the Trust Estate to our children, TAMI [REDACTED] AMBER [REDACTED] and BRENT [REDACTED], in equal shares. Should a child predecease, his or her share shall lapse and be distributed to our surviving child or children.

ARTICLE 6 PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Declaration of Trust:

6.1 Successor Trustees. If there is ever a vacancy in the office of Trustee of any trust created in this Declaration of Trust and no successor is appointed as provided in this instrument, we appoint **TAMI [REDACTED]** to serve as successor Trustee. If she fails or ceases to serve, we appoint **BRENT [REDACTED]**. If he fails or ceases to serve, the persons designated in Section 6.4 will nominate a successor Trustee. If those persons do not appoint a successor Trustee within a reasonable time, the terminating Trustee shall, or any beneficiary may, petition a court of competent jurisdiction to appoint a successor Trustee.

6.2 Incapacity of Trustee. If any Trustee becomes disabled (as defined in this Declaration of Trust), he or she will immediately cease to act as Trustee.

(a) **Suspension.** For purposes of this Section 6.2, if a Trustee fails to sign a release of relevant medical information necessary to determine his or her capacity, that Trustee will be suspended 30 days after the request for such a release is delivered to him or her by the named successor Trustee, or if none, by the persons then entitled to appoint successor Trustee.

(b) **Reinstatement.** If a Trustee who ceases to serve because of a disability, or who is suspended as provided above, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

6.3 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to Settlers if then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

If, at any time, our Trust assets are at risk by virtue of our Trustee(s) individual circumstances including, but not limited to disability, incompetence, divorce, bankruptcy and creditors and if that Trustee by virtue of her status as such will risk forced distributions that do not reflect the intent of this agreement, the successor Trustee(s) have the absolute power and duty to immediately remove such Trustee(s) with three (3) days notice to the then serving Trustee(s). Further, the successor Trustees(s) have the absolute right to refuse, request for distributions from such removed Trustee(s) if such removed Trustee(s) is also a beneficiarie(s) under the Trust.

6.4 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Declaration of Trust, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, shall appoint a successor Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee and to Settlers, but if we are deceased or disabled, to all other persons specified in this Section 6.4.

6.5 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee. Unless a Co-Trustee continues to serve a Trustee ceasing to serve for any reason has the duties and powers necessary to protect the Trust Estate until it is delivered to a successor Trustee.

6.6 Accountings. Unless waived, accountings must be given to Qualified Beneficiaries and to the Settlers at least annually (quarterly if a Corporate Trustee is serving), as provided in RCW 11.106.020. The written approval by a beneficiary (individually or by representation) of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary (or his or her representative) fails to object to an accounting within six months of receiving it, that beneficiary's approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting. The Trustee shall provide all other information required under RCW 11.106, unless waived as permitted in that section, and the limitations on proceedings against the Trustee as specified in RCW 11.106 will apply, despite any other provision of this section.

6.7 Acts by Other Fiduciaries. The Trustee shall take reasonable steps to compel a former Trustee or other person to deliver trust property to the Trustee, but otherwise are not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

6.8 Court Supervision. We waive compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

6.9 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal.

6.10 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustees shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

6.11 Multiple Trustees. If there are two or more Trustees serving at any time, the following will apply:

(a) **Authority.** If only two Trustees are serving, any power or discretion of the Trustees may be exercised only by their joint agreement. If more than two Trustees are serving, and unless unanimous agreement is specifically required by the terms of this Declaration of Trust, any power or discretion of the Trustees may be exercised only by a majority. Despite the foregoing, if a

Co-Trustee is unavailable to perform duties because of absence, illness, disqualification under other law, or other temporary incapacity, and prompt action is necessary to achieve the purposes of the Trust or to avoid injury to the Trust property, the remaining Co-Trustee if only one, or a majority of the remaining Co-Trustees if more than one, may act for the Trust.

(b) **Delegation.** The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions.

(c) **Dissents.** A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE 7 SURVIVAL PROVISIONS

Unless otherwise provided for herein, If any beneficiary is required to survive the SETTLOR(s) or another person to receive a distribution, and if the beneficiary does not survive by 90 days, or if that beneficiary cannot be located within one year after our death despite reasonable attempt by the Trustee to locate that beneficiary, the beneficiary will be treated as if he or she died before us or the other person.

ARTICLE 8 PROTECTION OF INTERESTS

No beneficiary shall, voluntarily or involuntarily, have any right to anticipate, sell, assign, mortgage, pledge, or otherwise dispose of or encumber all or any part of our trust estate, nor shall any part of our trust estate, including income, be liable for the debts or obligations, including alimony, of any beneficiary or be subject to attachment, garnishment, execution, creditor's bill, or other legal or equitable process.

ARTICLE 9 FIDUCIARY POWERS

We grant to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of their actions or into the application of any funds or assets. The Trustee however, shall exercise all powers in a fiduciary capacity in good faith, as a prudent person would using reasonable care, skill, and caution, for the best interest of the beneficiaries of any trust created in this Declaration of Trust. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

9.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

9.2 Original Assets. Except as otherwise provided to the contrary, to collect and retain the original assets they receive for as long as they deem best, and to dispose of those assets when they deem advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

9.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

9.4 Financial Accounts. To deposit trust money in one or more accounts in regulated financial service institutions, including but not limited to banks, savings institutions, and brokerage houses, and to draw checks, drafts, or other forms of withdrawal, including electronic transfers, from those accounts.

9.5 Specific Securities. To invest in assets, securities, or interests in securities of any nature, whether obtained in domestic or foreign markets, including (without limit) precious metals, and currencies; to invest in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as manager, custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee, their affiliates, or syndicates of which they are a member.

9.6 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to grant, acquire, or exercise options; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. An instrument described in this section will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

9.7 Borrow Money. To borrow money from any source (including the Trustee in her nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

9.8 Maintain Assets. To expend whatever funds they deem proper for the preservation, maintenance, or improvement of assets. The Trustee, in their discretion, may elect any options or settlements or exercise any rights under all insurance policies that they hold. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to

pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

9.9 Insurance. To obtain property, casualty, liability or any other insurance for the Trust, including insurance for the Trustee and her agents against damage or liability arising from administration of the Trust.

9.10 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings. The Trustee may serve in any of these capacities and be compensated separately for their services in each.

9.11 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

9.12 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in the name of **GARY [REDACTED]** and **JANET [REDACTED]** in street certificates, at a depository trust company, or in a book entry system.

9.13 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee, but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

9.14 Administer Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, including paying those claims in full; to agree to any rescission or modification of any contract or agreement; and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

9.15 Self-Dealing. To exercise all their powers even though they may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Declaration of Trust, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property, except

pursuant to an ascertainable standard. All power to make such unlimited distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustee, if any, or if there are no other Trustee serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

9.16 Expenses. To pay all expenses of administration for the Trust Estate, including all taxes, assessments, compensation of the Trustee and their employees and agents, and reimbursements for expenses advanced (with interest as appropriate). An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

9.17 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in their discretion may exercise the power described in RCW Section 11.104A to adjust between principal and income, as appropriate.

9.18 Use of Income. Except as otherwise provided in this Declaration of Trust, and in addition to all other available sources, to exercise their discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Declaration of Trust, without accountability to any beneficiary.

9.19 Sever or Join Trusts. To sever any trust on a fractional basis into two or more separate trusts, and to segregate by allocation to a separate account or trust a specific amount from, a portion of, or a specific asset included in any trust. The Trustee may consolidate two or more trusts (including trusts created by different transferors) having substantially the same beneficial terms and conditions into a single trust. The Trustee may take into consideration differences in federal tax attributes and other pertinent factors in administering any separate account or trust, in making applicable tax elections, and in making distributions. A trust created by severance or consolidation will be treated as a separate trust for all purposes from the date on which the severance or consolidation is effective (which may be before the exercise of this power), and will be held on the same beneficial terms and conditions as those before the severance or consolidation. Income earned on a consolidated or severed amount, portion, or specific asset after the consolidation or severance is effective will pass with that amount, portion, or specific asset.

9.20 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

9.21 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

9.22 Loans; Advances. To make loans to anyone under commercially reasonable terms, and to make cash advances or loans to beneficiaries, with or without security. The Trustee may retain a lien on future distributions to a beneficiary to repay those loans.

9.23 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

9.24 Depreciation. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

9.25 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

9.26 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Declaration of Trust acting individually, or any relative of such a party.

9.27 Winding Up. On termination of a trust, to exercise the powers appropriate to wind up the administration of that trust and distribute the remaining assets to the persons entitled to them, and to retain a reasonable reserve for the payment of debts, expenses, and taxes.

ARTICLE 10 GRANTOR TRUST POWERS

SETTLORS intend that they be treated as the owners of the Trust Estate (both income and principal) for income tax purposes under one or more of Sections 671 through 678 of the Internal Revenue Code. For that purpose, the following provisions will apply during my lifetime: The Settlers, whose funds will be contributed to the Trust and are thus treated as the Grantor for income tax purposes, retains the unlimited right to reacquire any trust property at any time by substituting property of equal value. (IRC Section 675(4)(C). Therefore, for federal income tax purposes, this trust shall be treated as a "Grantor Trust" pursuant to Sections 671 to 679 of the United States Internal Revenue Code of 1986. Accordingly, the Settlers intend to be treated as owners of the trust for income tax purposes, and to be subject to tax on income received by the trust.

10.1 Special Testamentary Power of Appointment. Settlers reserve a special testamentary power of appointment to change the residual beneficiary of this Trust. This power shall be exercised only by special reference in Settlor's will. To the extent that the trust estate is not disposed of by Settlor's exercise of our special power of testamentary appointment, the balance remaining at his death shall be administered and distributed as previously stated in this Trust Agreement.

10.2 Borrowing of Assets. Settlers grant to the Trustee, or the successors, the power to direct the Trustee to make loans to Settlers without adequate security, so long as the loan provides for adequate interest. Trustee shall appoint a nonadverse party (defined in Section 672 of the Internal Revenue Code and its associated regulations) as their successor to exercise this power if they are unable to exercise it.

10.3 Insurance Premiums. The Trustee may pay premiums on policies of insurance on the life of the Settlers from income or principal of this Trust, as more fully described in Article 11.

ARTICLE 11 INSURANCE PROVISIONS

Any insurance policies acquired by or payable to the Trustee as an asset of this Trust are to be administered as follows:

11.1 Payment of Premiums. The Trustee shall first use the income (including accumulated income and capital gains) of the Trust to pay any indebtedness, premiums, or assessments on life insurance policies held as part of the Trust. Thereafter, the Trustee in her discretion may apply other Trust assets, solicit contributions to the Trust, or borrow against policy cash values in order to continue any such policies in force for as long as possible, despite the fact that the policies do not produce income or gain for the Trust.

11.2 Collection of Policy Proceeds. Upon the death of an insured, the Trustee shall process all claims for payment of death benefits payable to the Trustee. If payment of any policy is contested, however, the Trustee will not be obligated to begin legal proceedings for collection unless they are indemnified to their satisfaction for all costs, including attorney's fees. The Trustee may repay any person, including themselves, from the Trust for any advances or expenses incurred in attempting to collect death benefits on such policies.

11.3 Trustee Protection. The Trustee will have no liability or responsibility for any loss resulting from the failure of any insurance company and its inability to pay a claim under any insurance policy acquired by the Trustee. The Trustee will be under no obligation to invest any cash value accumulated in any life insurance policy owned by the Trust, regardless of the investment yield on such value within the policy as compared to the net investment yield which could be obtained outside the policy. The Trustee will not be liable or accountable to anyone for the exercise or nonexercise of any rights, benefits, options, or privileges under any policy held in this Trust, including the option to borrow against the cash values to obtain a higher investment yield outside the policy.

11.4 Responsibilities of Insurance Companies. No insurance company will be responsible for the application of any insurance proceeds by the Trustee. Payment to the Trustee of the benefits due with respect to any insurance policy held as part of the Trust will completely discharge the insurance company from any further liability under that policy.

ARTICLE 12 MAXIMUM TRUST TERM

Notwithstanding any other provision of this Trust Agreement, unless sooner terminated or vested in accordance with other provisions of this Trust Agreement, all interests in a Contributive

Share not otherwise vested, including, but not limited to, all trusts and powers of appointment created hereunder, shall terminate: (i) one day prior to 150 years after this trust is established, or (ii) if longer, such period as may be authorized under the laws of the state identified in the Governing State Law Section of this Article, or (iii) such period as may be authorized under the laws of any state which the Trustee shall choose as a situs for the Trust Agreement. At that time, distribution of all principal and all accrued, accumulated and undistributed income of such Contributive Share shall be made to the persons (or their representatives as authorized herein) then entitled to distributions of income or principal and in the manner and proportions herein stated irrespective of their then attained ages.

ARTICLE 13

ADMINISTRATION AND CONSTRUCTION

13.1 Rules for Distributions. In making distributions to beneficiaries under this Declaration of Trust, the Trustee must use the following criteria.

(a) **Other Resources.** Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee should make decisions taking into account any information readily available to them about the beneficiary's other available income and resources (including any obligations owed to him or her by any person that are reasonably able to be discharged). The Trustee may rely on financial statements or tax returns from the beneficiary. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but they do not have to make payments to a court appointed guardian.

(b) **Trustees' Decision.** Absent clear and convincing evidence of bad faith, the Trustees' decisions as to amounts to be distributed will be final.

(c) **Standard of Living.** Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

(d) **Unequal Distributions.** For any trusts having multiple beneficiaries, distributions may be unequal among them due to differences in their resources, age, health, needs, educational inclinations, and talents. The Trustee may make unequal distributions to or for those beneficiaries without making equalizing adjustments among them, unless specifically provided to the contrary in this Declaration of Trust.

13.2 Funding Gifts. The following rules will apply to funding gifts under this Declaration of Trust.

(a) **Pecuniary Gifts.** All pecuniary gifts under this Declaration of Trust that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based

upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

13.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

13.4 Change of Beneficiary. Settlor has the power to amend this Trust to change the ultimate dispositive terms and lifetime beneficiaries without the consent of said beneficiaries. Provided, however, no amendment shall be permitted that would reduce or eliminate the trust provisions that bar Settlor from revoking the trust, withdrawing assets from the trust, amending the trust purpose, requiring changes in the investment of the trust, or compelling distribution of the trust income or trust principal. The sole purpose of this provision is to simplify the Special Power of Appointment retained by the Settlor under Article 10 of this Trust Agreement.

13.5 Estate Tax on Included Property. If assets of any trust created under this Declaration of Trust are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) **Appointed Assets.** If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) **Other Assets.** If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) **Certification and Payment.** The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

ARTICLE 14

APPLICABLE LAW; TRUST SITUS

All questions regarding the law to be applied or the appropriate situs of any trust will be governed by the terms of this article as follows:

14.1 Validity; Construction. All matters involving the validity, interpretation, construction, and meaning (or effect) of every trust created under this instrument are to be governed by the laws of Washington, which is currently our domicile.

14.2 Principal Place of Administration. All matters involving the administration of every trust created under this instrument are to be governed by the laws of Washington, which is currently our domicile and the initial principal place of administration (the "situs") of those trusts. The Trustee may change the principal place of administration of any trust as provided below.

14.3 Determining Situs. The Trustee will have a continuing duty to administer the trust at a place appropriate to its purposes and its administration. In exercising this duty, the Trustee should consider the factors and the impact of a change to a different situs on the following: state and local taxes; compensation of fiduciaries; investment authority; duties, responsibilities, and liabilities of the Trustee; and any other factor appropriate to the new jurisdiction.

14.4 Transferring Situs. The Trustee, acting from time to time and without court approval, may transfer the situs of any trust to any jurisdiction within the United States.

14.5 Substitute Trustees. If the Trustee is unable or unwilling to serve in the new trust situs, the Trustee may: designate substitute Trustees to act with respect to that property in the new situs; delegate to the substitute Trustees any or all of the powers given to the Trustees; elect to act as advisor to the substitute Trustees and receive reasonable compensation for that service; and remove any acting substitute Trustees and appoint another, or reappoint itself, if appropriate, at will.

ARTICLE 15 MISCELLANEOUS PROVISIONS

15.1 Definitions. As used in this Declaration of Trust, the following terms have the meanings set forth below:

(a) **Corporate Trustee.** Corporate Trustee means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof.

(b) **Internal Revenue Code Terms.**

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books, fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(4) **A Substitution Power** means the right, acting in a non-fiduciary capacity and without the approval of the Trustee, any beneficiary of the Trust, or any person acting in a fiduciary capacity on behalf of any of such persons, to reacquire any portion of the Trust,

including undistributed income, by substituting other property of an equivalent value. The person exercising this power must certify in writing that the property substituted is of equivalent value to the property reacquired, and that to the extent assets are nonmarketable, the person exercising the power must obtain and pay for the cost of an independent appraisal. Any disputes over valuation resulting from the exercise of this power will be resolved through arbitration conducted in accordance with the rules of the American Arbitration Association by an arbitrator agreed upon by the parties. If the parties do not agree upon an arbitrator, then the dispute will be resolved by a Court of competent jurisdiction.

(c) **Other Terms.**

(1) **Qualified Beneficiary** means a living beneficiary who, on the date his or her qualification is determined: (i) is a distributee or permissible distributee (a "distributee") of trust income or principal; (ii) would be a distributee if the interests of the distributees described in (i) above terminated on that date without causing the trust to terminate; or (iii) would be a distributee if the trust terminated in accordance with its terms on that date.

(2) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(3) **Disabled or under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(4) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

(5) The words **will** and **shall** are used interchangeably in this Declaration of Trust and mean, unless the context clearly indicates otherwise, that the Trustee must take the action indicated; as used in this Declaration of Trust, the word **may** means that the Trustee has the discretionary authority to take the action but are not automatically required to do so.

15.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Declaration of Trust.

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of any one or more of the following: that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power; it may be exercisable in favor of a specified class or, if no class is specified, in favor of any person or entity (other than the appointees specified in subsection (a) above).

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A testamentary power of appointment may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

15.3 Notices. Any person entitled or required to give notice under this Declaration of Trust shall exercise that power by a written instrument witnessed by two impartial persons, clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

15.4 Certifications.

(a) **From Personal Representatives.** For some purposes, the Trustee is authorized to rely on a certificate from our Personal Representatives as to certain facts. That certificate must be in writing and witnessed by two impartial persons, but need not be notarized. It is to be delivered to the Trustee in the same fashion as provided for other notices.

(b) **Facts.** A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Declaration of Trust will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

(c) **Copy.** Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by us; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

15.5 Dispute Resolution. If there is a dispute or controversy of any nature involving the disposition or administration of this Trust, We direct the parties in dispute to submit the matter to mediation or some other method of alternative dispute resolution selected by them. If a party

refuses to submit the matter to alternative dispute resolution, or if a party refuses to participate in good faith, We authorize the court having jurisdiction over the Trust to award costs and attorney's fees from that party's beneficial share or from other amounts payable to that party (including amounts payable to that party as compensation for service as fiduciary) as in chancery actions.

15.6 Effect of Adoption. A legally adopted child (and any descendants of that child) will be regarded as a descendant of the adopting parent only if the petition for adoption was filed with the court before the child's thirteenth birthday. If the legal relationship between a parent and child is terminated by a court while the parent is alive, that child and that child's descendants will not be regarded as descendants of that parent. If a parent dies and the legal relationship with that deceased parent's child had not been terminated before that parent's death, the deceased parent's child and that child's descendants will continue to be regarded as descendants of the deceased parent even if the child is later adopted by another person.

15.7 Infant in Gestation. For all purposes of this Declaration of Trust, an infant in gestation who is later born alive will be deemed to be in being during the period of gestation for the purpose of qualifying the infant, after it is born, as a beneficiary of this Trust.

15.8 Gender and Number. Reference in this Declaration of Trust to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

15.9 Further Instruments. We agree to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

15.10 Acknowledgments. Acknowledgments of this Declaration of Trust and matters affecting the administration of the Trust may be given for purposes of recording such instruments, but the absence of an acknowledgment does not affect the validity of those instruments.

15.11 Binding Effect. This Declaration of Trust extends to and is binding upon our Personal Representatives, successors, and assigns, and upon the Trustee.

15.12 Counterparts. This Trust Agreement may be executed in counterparts.

Executed as of the effective date written above.

SETTLORS


GARY 


JANET 

TRUSTEE


AMBER

[REDACTED]

The foregoing instrument, consisting of eighteen (18) pages, including the page on which we have signed as attesting witnesses, was, on the date last above set forth by the said **GARY** [REDACTED] and **JANET** [REDACTED], signed and declared by them to be their Trust Agreement; in the presence of each other, have subscribed our names as witnesses to said Trust Agreement.

R

R

AFFIDAVIT OF WITNESSES

TO THE

[REDACTED] FAMILY IRREVOCABLE TRUST

STATE OF WASHINGTON)

)ss.

COUNTY OF [REDACTED]

The undersigned witnesses at the request of the Settlers after being sworn on oath, stated:

1. **EXECUTION.** The attached Trust Agreement was executed on the 16 day of October, 2017, at [REDACTED]

2. **DECLARATIONS.** Immediately prior to execution, the Settlers declared the document to be their Trust Agreement and requested the witnesses to witness and subscribe to it.

3. **SIGNATURES.** The Settlers signed the Trust Agreement in the presence of all witnesses, and the witnesses attested the execution by all subscribing their names in the presence of the Settlor and of each other.

4. **COMPETENCY.** The Settlers appeared to be of sound mind, of legal age, and acted freely without any duress or undue influence. The witnesses were all competent and of legal age.

Witness:

Address:

SUBSCRIBED AND SWORN to before me this 16 day of October, 2017.

EXHIBIT "A"
