

[REDACTED] FAMILY IRREVOCABLE TRUST

THIS AGREEMENT is made this 1st day of May, 2024, between VIJAYALAKSHMI [REDACTED] ("Grantor") and RAVI [REDACTED] ("Trustee").

ARTICLE I. GENERAL PROVISIONS

The Grantor transfers and delivers to the Trustee the property particularly described in Schedule A annexed hereto. The Grantor hereby relinquishes all rights, powers and ownership interests in such property and will, at the request of the Trustee, execute all other instruments reasonably required to effectuate this relinquishment. The Trustee, for herself and her successors, acknowledges receipt of the property and agrees to hold that property, and such other property as may be given, bequeathed, devised and otherwise transferred to her for the purposes hereof, and from time to time invest, reinvest and otherwise deal with the proceeds of all that property as and when received, in trust as hereinafter provided. All the foregoing property and the proceeds and reinvestment thereof from time to time held hereunder are called collectively "the trust estate."

This Agreement may, in relation to the trust from time to time held hereunder, be referred to as the "[REDACTED] *FAMILY IRREVOCABLE TRUST*."

As to any insurance policies absolutely assigned to the Trustee, or as to which ownership has been changed to the Trustee, the Trustee is hereby vested with all right, title and interest in and to such insurance policies and is authorized and empowered to exercise and enjoy, for the purposes of the trust herein created and as absolute owner of such insurance policies, all the options, benefits rights and privileges under such insurance policies, including the right to borrow upon such insurance policies and to pledge them for a loan or loans. The insurance company which has issued such insurance policies is hereby authorized and directed to recognize the Trustee as absolute owner of such insurance policies and any receipts, releases and other instruments executed by the Trustee in connection with such insurance policy shall be binding and conclusive upon the insurance company and upon all persons interested in the Trust.

ARTICLE II. TRUST DURING GRANTOR'S LIFE

A. Trustee shall distribute to, RAVI [REDACTED], or apply for his benefit from time to time for the remainder of his lifetime, so much, if any, of the income or principal of the trust as Trustee shall deem reasonably required for their maintenance and support in health and reasonable comfort, but first taking into account all other income and assets available to him. In providing for such distributions of the income and principal, it is Grantor's desire that RAVI [REDACTED] continue to live in his accustomed standard of living within the limitations of the trust principal and the accumulated income available.

B. Upon the expiration of ten (10) years from the effective date of this Trust, the Trustee shall, subject to any power of withdrawal then in existence as provided in Article III, dispose of the property then constituting the income and principal of the trust as provided in Article IV hereof.

ARTICLE III. RIGHT OF WITHDRAWAL

A. CERTAIN BENEFICIARIES' LIMITED WITHDRAWAL RIGHTS AS TO CERTAIN GIFTS.

(1) If at any time any addition is made to any trust hereunder with respect to which its Trustee has received written notice (i) from the donor(s) of such addition or (ii) from anyone the Trustee deems to be a proper agent or personal representative of such donor(s) to the effect that such addition or some specified portion thereof shall be subject to withdrawal under the provisions of this section by one or more of the present or contingent beneficiaries of such trust, then notwithstanding any other provisions hereof, each such thus designated beneficiary shall thereupon have the absolute right, at all times during the one month period commencing on the date of such addition (or during the remainder of the current calendar year if less), to withdraw from such trust, in cash or in kind as determined by such Trustee, that portion of the value of such addition, determined in the same manner as such value would be determined for the donor's (or donors') federal gift tax purposes, which is specified as withdrawable by such beneficiary in such notice.

a. To the extent that such a withdrawal right has not been exercised by the end of such one month period (or the end of the current calendar year if sooner), it shall lapse, but only to the extent of the greater of the amounts specified in IRC " 2514(e)(1) and (2) (currently \$5,000 or 5% of the aggregate value of the trust principal at the time of such lapse, with such amounts to be adjusted to reflect any subsequent amendments to such sections) reduced by the amount of any such lapses which occurred previously in the same calendar year, and any unexpired portion shall continue in existence and shall thereafter lapse on January 1 of the next calendar year, but only to the extent provided above, and the unexpired portion of such right of withdrawal shall be carried forward into succeeding years and lapse on January 1 of each such succeeding calendar year, but only to the extent provided above.

b. Each beneficiary designated as having a withdrawal right with respect to any such addition or additions (and, if he or she is then under legal disability, his or her legal guardian or, if there is none, his or her natural or general guardian) shall be kept reasonably informed by the Trustee of all withdrawable additions that are made or expected to be made.

(2) Each such withdrawal right shall be exercisable only by a written instrument:

a. Executed by the beneficiary having such legal right; if such beneficiary is then under any legal disability of any kind, execution may be by his or her legal guardian or, if no guardian has been or is appointed, by his or her natural or general guardian (other than the donor of such gift), in each case acting solely in behalf of such beneficiary in making such withdrawal and receiving such distribution for such beneficiary's sole benefit, and

b. Delivered to the then Trustee of the trust involved on or before the date specified in such instrument as to the effective date of such withdrawal (which must be during the above specified withdrawal period).

Distribution of the withdrawn value pursuant to any proper instrument of withdrawal shall be made on such effective date. To this end, such Trustee shall, at all times while any such withdrawal right is outstanding, retain sufficient borrowable or transferable assets (from such addition or otherwise) in the trust to satisfy all such withdrawal rights which are then outstanding.

(3) Notwithstanding the foregoing, all gifts made to any trust hereunder by Grantor (including future direct and indirect gifts such as those deemed made by employer premium payments) shall be subject to withdrawal under the preceding provisions of this Article III by the then beneficiary or beneficiaries, in equal shares, of such trust in like manner as if each donor had given appropriate advance notice with respect to such gifts in the manner described in paragraph (1) above. However, subject to the provisions of subsection B of this Article III, no beneficiary's cumulative withdrawals in any calendar year with respect to gifts made by a donor shall exceed the lesser of (i) the amount of the annual exclusion set forth by Section 2503(b) of the Internal Revenue Code (currently \$18,000.00 per donor) or (ii) the greater of \$5,000 or five percent (5%) of the fair market value of the net principal of the trust estate determined as of the last day of the calendar year. The provisions of this paragraph (3) shall be operative only until revoked by Grantor or anyone the Trustee deems to be a proper agent or personal representative of Grantor by written notice to the Trustee making subsequent gift additions subject to withdrawal by fewer (or no) beneficiaries and/or with the same or different dollar limitations.

B. It is the Grantor's intent, in setting the maximum limitation on a powerholder's right of withdrawal as provided in subsection (A) of this Article III, that the lapse of any such right shall not constitute a release of the right for federal estate or gift tax purposes in accordance with the limitations provided for, respectively, in Section 2041(b)(2) and 2514(e) of the Internal Revenue Code, as they now exist. Notwithstanding the foregoing provisions of this Article, the Grantor directs that if and to the extent there shall at any time following the date of this Agreement be an increase in the amount (or percentage) of the limitations provided for in Section 2041(b)(2) and 2514(e), the maximum limitation referred to in subsection (A) shall be increased correspondingly. In so directing, the Grantor intends that the maximum limitation referred to in subsection (A) shall, at any time and from time to time, be equal to (but in no event more than) the largest amount (or percentage) that may, under Sections 2041(b)(2) and 2514(e) be subject to that right without the lapse of the right being considered thereof for federal estate or gift tax purposes.

ARTICLE IV. PROVISIONS FOR BENEFICIARIES

SECTION 4.1. Specific Bequests. The Grantor makes the following specific bequest:

4.1.1 Upon the death of the surviving Grantor, the house and land located at [REDACTED] shall be distributed to the then acting Trustee of the JAYA [REDACTED], outright and free of Trust. Should JAYA [REDACTED] predecease the Grantor, this bequest shall be distributed JAYA [REDACTED] issue, by right of representation, outright and free of trust. Should there be no issue of JAYA [REDACTED] this bequest shall be distributed equally to the remaining living beneficiaries pursuant to Section 4.2 below.

Section 4.2 Distribution of the Remainder. In the case of property required to be dealt with as provided in this Article, all of the Trust principal and accumulated income, if any, shall, upon the expiration of ten (10) years from the effective date of this Trust, be allocated to RAVI [REDACTED] ("Ravi's Share"). The Trustee shall thereafter administer and distribute said shares as follows:

4.2.1 "Ravi's Share" shall be known as the RAVI [REDACTED] IRREVOCABLE TRUST. This trust shall be held, administered, and distributed for the benefit of RAVI [REDACTED] as follows:

4.2.1.1 **Trustee.** RAVI [REDACTED] shall serve as Trustee of this trust. If RAVI [REDACTED] is unable or unwilling to act, then the person or persons appointed to serve as successor trustee under Article 7.1 of this Trust Agreement shall serve as successor trustee of the trust. RAVI [REDACTED] may appoint additional or successor trustees, provided, however, that there shall not at any time be more than one corporation or more than two individuals in office as Trustee. Any Trustee may resign by instrument signed and acknowledged by him and delivered to the beneficiary of the Trust. The person authorized to appoint additional or successor trustees may remove any trustee from office as a trustee hereunder. Removal of a trustee shall be effected by instrument signed and acknowledged by the person authorized to take the action and delivered to the trustee being removed to be effective immediately.

4.2.1.2 **Income and Principal Distributions.** Trustee shall distribute to RAVI [REDACTED], or apply for his benefit from time to time for the remainder of his lifetime so much, if any, of the income or principal of the trust as Trustee shall deem reasonably required for his maintenance, education, support, and health in reasonable comfort.

4.2.1.3 **Retirement Benefits During RAVI [REDACTED]'s Lifetime.** Any Retirement Benefits (as defined in Section 6.4 of this Trust Agreement) that are payable to this Trust shall be segregated in a retirement benefit conduit subtrust. The subtrust shall be governed by all of the provisions of the Trust Agreement except as follows:

4.2.1.3.1 During the remaining lifetime of RAVI [REDACTED], the Trustee shall distribute all Retirement Benefits (including minimum required distribution amounts) directly to RAVI [REDACTED] as soon as reasonably convenient following the Trustee's receipt of those distributions.

4.2.1.3.2 Any power of appointment with respect to Retirement Benefits otherwise exercisable by RAVI [REDACTED] under this Trust Agreement shall be limited to exclude as permissible appointees any non-natural persons or any individuals older than RAVI [REDACTED]. The class of permissible appointees shall be limited as necessary to preserve RAVI [REDACTED] as the designated beneficiary under Section 401(a)(9) of the Code.

4.2.1.3.3 All Retirement Benefits received by the Trustee during RAVI [REDACTED]'s lifetime shall be allocated to trust accounting income.

- 4.2.1.3.4 Unless the subtrust is earlier terminated by the distribution of all of the Retirement Benefits in the discretion of the Trustee or under the other provisions of this Trust Agreement, the subtrust shall terminate upon the death of RAVI [REDACTED]. Any Retirement Benefits payable after RAVI [REDACTED]'s death shall become assets of the separate trust which included that subtrust.
- 4.2.1.3.5 The sole purpose of this retirement benefit conduit subtrust (and the restrictions upon the otherwise applicable provisions that govern the separate trust which includes this subtrust) is to qualify all Retirement Benefits paid to the subtrust under the so-called 401(a)(9) look through rules. In that way, the minimum required distributions from any Retirement Benefits may be calculated and paid to the subtrust over the single life expectancy of RAVI [REDACTED]. The provisions of 401(a)(9), section 408, or the Treasury regulations issued with respect to those sections that apply to any Retirement Benefits payable to the subtrust may be modified or other official guidance, such as a revenue ruling, may be issued by the Internal Revenue. If those modifications or that guidance has the effect that, notwithstanding the foregoing subtrust limitations, any Retirement Benefits payable to the retirement benefit conduit subtrust of any separate trust must be paid at a rate more rapid than over the single life expectancy of RAVI [REDACTED], the subtrust may, in the discretion of the Trustee, be terminated in advance of the above specified terminating events.
- 4.2.1.4 **Limited Power of Appointment.** RAVI [REDACTED] shall have a limited power of appointment to be exercised in accordance with the provisions of this paragraph. Following RAVI [REDACTED] death, the Trustee shall distribute the balance of the Trust, subject to the limitations set forth in 4.2.1.3 above, to or for the benefit of such one or more of the group consisting of his spouse, his descendants, his siblings, a charity exempt from federal income taxation under Section 501 of the Internal Revenue Code, or Grantor's grandchildren, on the terms and conditions, either outright or in trust, as he may appoint by a Will or Codicil thereto specifically referring to and exercising this limited power of appointment. Under no circumstances shall this power of appointment be exercisable in favor of RAVI [REDACTED] or his estate or the creditors of either, or in satisfaction of any legal obligation of support.
- 4.2.1.5 **Death of RAVI [REDACTED] Without Exercise of Limited Power of Appointment.** In the event that RAVI [REDACTED] dies without exercising the limited power of appointment described in the subparagraph immediately above, or predeceases the Grantors, then the then existing trust principal and accumulated income, if any, shall be distributed by right of representation to his then living issue or, if there are none, to Grantors' then living issue; except that if any part of the balance would otherwise be distributed to a person for whose benefit a trust is then being administered under this Trust Agreement, that part shall instead be added to that trust and thereafter be administered according to its terms.

SECTION 4.6. RESTRICTIONS. No interest in the principal or income of any trust created under this Trust shall be anticipated, assigned or encumbered, or subject to any creditor's claim or to legal process, prior to its actual receipt by the beneficiary. This provision shall not limit the exercise of any power of appointment or the right to disclaim.

SECTION 4.7. POWER TO POSTPONE PRINCIPAL DISTRIBUTIONS. Notwithstanding any of the foregoing provisions, except those of Article III and Article V, the Trustee of each trust hereunder, other than any who is also a present or contingent beneficiary of that trust, shall have the power to postpone any corpus distribution otherwise required to be made from the trust to any one or more of its beneficiaries upon or after the beneficiary's attainment of a specified age or the death of a third person (and to postpone to that extent the termination of such trust which might otherwise be required) *if* such Trustee, in his or her sole but reasonably exercised discretion, determines that, in view of Grantor's apparent overall original intent, there is a compelling reason to postpone such distribution, such as a serious tax or other disadvantage to any beneficiary (or his family), if such distribution were made, a beneficiary's serious disability, a pending divorce, potential or pending creditor claims (possibly relating to such distribution), or similar substantial cause. Any such postponement of distribution may be continued by such Trustee, in whole or in part, from time to time, up to and including the entire lifetime of the beneficiary. While such postponement continues, all of the other provisions previously applicable to such trust shall continue in effect with such beneficiary as primary beneficiary of such withheld corpus except that (i) any power of appointment previously applicable to the otherwise distributable corpus shall be exercisable only with the approval of such Trustee and (ii) such beneficiary shall only receive distribution from time to time of such amounts from such corpus and the income therefrom as such Trustee, in his or her sole discretion, deems appropriate in the best interests of such beneficiary.

ARTICLE V. PROVISIONS FOR LIMITATION OF DURATION AND ULTIMATE REMAINDER OF TRUSTS

SECTION 5.1. RULE AGAINST PERPETUITIES. If any trust created under this Agreement shall not have terminated prior to the one hundred fiftieth anniversary of the death of the last to die of the Grantors, and their descendants who shall be living on the date of this Agreement, that trust shall terminate on that anniversary. Upon the termination, the then principal of the trust shall thereupon be distributed to the person (or in equal shares to the persons, if there be more than one, to whom trust income would be properly payable in the absence of the exercise of the Trustee's discretionary power over the distribution of income) for whose benefit the trust shall have been created.

SECTION 5.2. TERMINATION OF TRUST. If upon the termination of any trust created hereunder, the whole or some part of the principal of that trust shall not be effectively disposed of by or pursuant to the other provisions of this Agreement, the Trustee shall distribute the property constituting that whole or part to the Grantor's then living descendants, in equal shares per stirpes or, in default of any such descendant, to the Grantor's distributees.

ARTICLE VI. POWERS OF THE TRUSTEE

All of the following provisions shall apply fully to all trusts established pursuant to this Trust; provided, that if and to the extent of any conflict, the other applicable provisions of this Trust shall control.

SECTION 6.1. GRANT OF ADMINISTRATIVE AND MANAGEMENT POWERS. Within the scope of the trust purposes as provided in this Trust, and subject to all of Trustee' fiduciary obligations as provided by law, Trustee shall have the continuing discretionary power to manage and administer any and all trust property and assets, real or personal, tangible or intangible, as freely as Grantors might in handling their own affairs. Trustee may exercise such power independently and without authorization of any court or judicial authority, and no person dealing with Trustee shall be required to inquire into the propriety of any of Trustee' actions. In absence of a showing of bad faith or breach of Trustee' fiduciary obligations, all actions taken by Trustee and all determinations of Trustee in exercise of Trustee' discretionary powers shall be final and conclusive upon all persons, including without limitation, all interests or trust remaindermen, whether or not then ascertainable or in being. Trustee shall have all of the powers, authority and discretion granted to Trustee by the Washington Trust Act, Chapter 11.98 of the Revised Code of Washington, as now in effect or hereafter amended, and as otherwise provided by law. In addition thereto, and in addition to all other powers, authority and discretion provided in this Trust, Trustee shall have all of the following powers, authority and discretion, exercisable in Trustee' fiduciary capacity at any time and from time to time:

6.1.1 Retain and Invest Initial Assets. To continue to hold indefinitely during the life of the trust, or to exchange for similar property, or to sell or otherwise dispose of, any property, real or personal, which may be contributed or distributed to the trust at any time from any source, whether or not such property is income producing, of a speculative character, of a wasting character, or of a type which would otherwise be considered unqualified for the investment of trust funds under any applicable provisions of law of any jurisdiction, and to purchase or lease residential properties to be used for the maintenance and support of any of the trust beneficiaries, all without regard to diversification of investment and notwithstanding any possible liability or losses which may accrue by reason of purchase or retention of any such property; and to pay expenses of maintaining and administering any such property during any period in which it is unproductive, out of other trust principal, income or both, with or without subsequent reimbursement, all as Trustee shall deem advisable.

6.1.2 Purchase and Sale of Trust Assets. To purchase, sell, exchange, or otherwise dispose of, or to encumber, any trust assets, real or personal, at such time or times, at such prices, and upon such terms and conditions as Trustee shall deem equitable; to loan money or borrow money, on a secured or unsecured basis, at such time or times, at such rate of interest, and upon such other terms and conditions as Trustee shall deem equitable; and to enter into any of the foregoing transactions with any party, including, without limitation, Grantor's estate, Grantor's Executor, Trustee, any trust beneficiary, any other trust to which Grantors have been a part or any beneficiary thereof, all as Trustee shall deem equitable.

6.1.3 Consolidate Trust Assets. To invest the trust assets in common with trust assets of any other trust or trusts, and to invest in common trust funds, whether or not such common trust funds are administered by Trustee.

6.1.4 Distributions in Kind. To make distributions to or for the benefit of trust beneficiaries either in cash or in kind, or partly in each, and for such purposes (i) to transfer and assign undivided interests in any property; or (ii) to distribute different types of property, such as real and personal property or tangible and intangible property, among any two or more beneficiaries; or (iii) to pay or receive such sums of money as Trustee shall deem equitable to equalize any differences in value; all in such manner as Trustee shall deem equitable. All distributions in kind shall be based upon the fair market values of the properties distributed as of the date of their distribution, as determined in good faith by Trustee. In fixing such fair market values Trustee may, but need not necessarily, take into account and make suitable adjustments to reflect potential future Federal income tax obligations of the persons receiving said distributions, giving consideration for said purposes to the Federal income tax basis of each asset distributed, the individual tax situation of each recipient, the likelihood of sale or other disposition of the assets in question by the recipients, and any other relevant facts and circumstances.

6.1.5 Settle Claims. To settle or compromise any claim in favor of or against any trust held hereunder.

6.1.6 Securities. To vote in person or by proxy, or to refrain from voting in respect to any securities and to enter into any voting trust or similar agreements. With respect to any securities, to consent or object to any action or non-action of any corporation, or of the directors, officers or stockholders of any corporation, and to deposit any securities under any reorganization or other agreement or with any committee, depository, agent or Trustee, and to pay fees, assessments and expenses relative thereto. To exercise or sell any rights of subscription or other rights received in respect to any securities.

6.1.7 Use Nominee. To hold title to trust assets in the name of any nominee, with or without indication of the capacity in which the trust assets shall be held.

6.1.8 Merge Two or More Trusts. If at any time Trustee shall be Trustee of two or more trusts, whether established pursuant to this Agreement or otherwise, which are intended to fulfill substantially the same purposes for the same beneficiary or class of beneficiaries, Trustee may, in Trustee's discretion, either (i) continue to maintain and administer such trusts separately; or (ii) merge any two or more of such trusts into a single trust, if the probable effect of such merger will not, in Trustee's discretion, substantially impair the rights or expectancies of any beneficiary.

6.1.9 Employ Agents and Delegates. Trustee may retain and employ legal counsel, brokers, appraisers, accountants, investment advisors, management consultants, and other parties to advise and assist Trustee in the administration of the trust, to the extent Trustee shall deem advisable, and may pay such compensation for such advice and assistance as Trustee shall deem reasonable. Trustee shall be entitled to rely with acquittance and without liability upon legal advice or other advice or opinions provided by any such parties, provided that Trustee has exercised reasonable care and diligence in their selection.

6.1.10 Trust Accounting. Trustee shall have the full power and discretion, exercisable with due regard to the respective interests of income beneficiaries and remaindermen of the trust, to allocate and apportion all receipts, revenues, income and gains of the trust to trust principal or income, or partly to each, in such proportions as Trustee shall deem appropriate, and to allocate and charge all trust expenditures, deductions, expenses, losses and depreciation or other allowances against trust principal or income, or partly against each, in such proportions as Trustee shall deem

appropriate; and all such allocations, apportionments, credits and charges shall be binding and conclusive upon all interested persons. The provisions of the Washington Principal and Income Act, RCW Chapter 11.104, as now in effect or hereafter amended, shall control only if and to the extent that Trustee does not exercise the foregoing discretions.

SECTION 6.2. POWERS WITH RESPECT TO DEALING WITH FIDUCIARIES. The Grantors specifically authorize the Trustee, from time to time and in their absolute discretion, to purchase property from, to lend money to, and otherwise to deal with other fiduciaries, including the personal representative of their estates for such purposes and on such terms and conditions as the Trustee shall deem advisable, and the Grantors direct that the propriety of any transactions to which the Trustee and any such fiduciary may be parties or in which they may be interested shall not in any way be affected by the fact that one or more of the fiduciaries may be a Trustee hereunder.

SECTION 6.3. POWERS WITH RESPECT TO PAYMENT OF ESTATE TAX. If, for any reason, the whole or some part of the trust estate shall be included in the gross estate of the Grantors, as finally determined in the federal estate tax proceeding relating to their estate, the Trustee shall pay to or on the order of the personal representative of the Grantor's estate the amount, as determined by their personal representatives, by which the total of all estate, inheritance and succession taxes, including any interest and penalties relative thereto, that shall be payable by reason of the Grantor's death shall be greater than those taxes would have been if such whole or part of the trust estate had not been required to be taken into account in the determination of these taxes. The Trustee shall be entitled to rely conclusively and act upon any statement rendered to it by the personal representative of the Grantor's estate concerning the amount of any such payment or the time at which or the governmental authority or other person or entity to which the payment shall be made.

SECTION 6.4 POWERS WITH RESPECT TO LIFE INSURANCE:

6.4.1 Power to Retain and Purchase Insurance. Without limiting the generality of any other provisions of this Agreement, the Grantors specifically authorize the Trustee to retain as owner for as long as the Trustee shall, in their absolute discretion deem appropriate any policies of insurance on the life of the Grantors transferred to it at any time and to purchase, from time to time and in their absolute discretion, additional policies of insurance on the life of the Grantors. The Grantors authorize the Trustee to pay all costs, including premiums or other charges of maintaining these insurance policies in force, as an expense of administering the trust estate and, if it is deemed necessary or advisable, to exercise its power to borrow money for that purpose. However, the Trustee shall be under no obligation to exercise the authority herein granted to them to pay such costs or other charges with respect to any such policy of insurance. All such costs or other charges shall, if at all, be paid from the principal of the trust estate and not from the net income of the trust estate or any accumulated income of the trust estate.

6.4.2 Powers with Respect to all Insurance Policies. The Trustee are authorized to exercise, in such manner as they shall deem will best serve the interests of the beneficiaries, any option, election or other power that an absolute owner of any policy would have with respect to that policy. In furtherance, and not by way of limitation, of the broad authority given to the Trustee by this subsection 6.4.2 and subsection 6.4.1 of this Article VI, the Trustee shall have, regarding any policy of life insurance at any time held as part of the trust estate, the exclusive right, exercisable by them from time to time and in their absolute discretion:

4.2.1.6 Contingent General Power of Appointment Over Trust. If the transfer of assets held in this Trust under the provisions of the subparagraph immediately above would be subject to the federal generation-skipping transfer tax if no general power of appointment were given to RAVI [REDACTED], then the assets shall be subject to a general power of appointment exercisable by RAVI [REDACTED] in favor of such one or more persons and entities, including his estate, on the terms and conditions, either outright or in trust, as he may appoint by a Will or a Codicil thereto, specifically referring to and exercising this general testamentary power of appointment. The default provisions set forth in the subparagraph immediately above shall apply to the extent RAVI [REDACTED] fails to exercise the general power of appointment given to him under the provisions of this paragraph.

SECTION 4.2. DISTRIBUTIONS TO MINORS. Subject to the preceding provisions of this Article IV, if any person entitled to receive a share hereunder is under the age of twenty-one (21) or is under some other legal disability, the distribution of that person's share shall be postponed (within the limits of applicable law relating to perpetuities) until that person attains age twenty-one (21) or, if later, when it is determined that such person is no longer suffering from a legal disability. The Trustee, in its discretion, may pay to that person or use for his or her benefit as much of the share of the income from it as the Trustee deems advisable for his or her health, education or support (or any combination of them). The Trustee shall pay and deliver to that person the share then remaining as soon as he or she attains age twenty-one (21), or, if later, until it is determined that such person is no longer suffering from a legal disability. If that person dies while the share is being held in trust, then the share then remaining shall thereupon be paid over and delivered by the Trustee to that person's Executor for inclusion in that person's estate as though owned by him or her at the time of death.

SECTION 4.3. DEFINITIONS. Whenever used herein, the term "issue," "child," "children," and "descendants" include adopted issue, adopted child, adopted children and adopted descendants, as well as natural issue, natural child, natural children and natural descendants, and include descendants of adopted issue, adopted child, and adopted children and adopted descendants.

SECTION 4.4. DISPOSITION IF NO ISSUE OF EITHER GRANTOR. If at the time of the last of the Grantor to die, or at any later time before full distribution of the Trust Estate, all of Grantor's issue are deceased and no other disposition of the property is directed by this Trust, the Trust Estate or the portion of it then remaining shall thereupon be distributed to those persons who would be Grantor's heirs, the identities and the respective shares to be determined as though

6.1.4 Distributions in Kind. To make distributions to or for the benefit of trust beneficiaries either in cash or in kind, or partly in each, and for such purposes (i) to transfer and assign undivided interests in any property; or (ii) to distribute different types of property, such as real and personal property or tangible and intangible property, among any two or more beneficiaries; or (iii) to pay or receive such sums of money as Trustee shall deem equitable to equalize any differences in value; all in such manner as Trustee shall deem equitable. All distributions in kind shall be based upon the fair market values of the properties distributed as of the date of their distribution, as determined in good faith by Trustee. In fixing such fair market values Trustee may, but need not necessarily, take into account and make suitable adjustments to reflect potential future Federal income tax obligations of the persons receiving said distributions, giving consideration for said purposes to the Federal income tax basis of each asset distributed, the individual tax situation of each recipient, the likelihood of sale or other disposition of the assets in question by the recipients, and any other relevant facts and circumstances.

6.1.5 Settle Claims. To settle or compromise any claim in favor of or against any trust held hereunder.

6.1.6 Securities. To vote in person or by proxy, or to refrain from voting in respect to any securities and to enter into any voting trust or similar agreements. With respect to any securities, to consent or object to any action or non-action of any corporation, or of the directors, officers or stockholders of any corporation, and to deposit any securities under any reorganization or other agreement or with any committee, depository, agent or Trustee, and to pay fees, assessments and expenses relative thereto. To exercise or sell any rights of subscription or other rights received in respect to any securities.

6.1.7 Use Nominee. To hold title to trust assets in the name of any nominee, with or without indication of the capacity in which the trust assets shall be held.

6.1.8 Merge Two or More Trusts. If at any time Trustee shall be Trustee of two or more trusts, whether established pursuant to this Agreement or otherwise, which are intended to fulfill substantially the same purposes for the same beneficiary or class of beneficiaries, Trustee may, in Trustee's discretion, either (i) continue to maintain and administer such trusts separately; or (ii) merge any two or more of such trusts into a single trust, if the probable effect of such merger will not, in Trustee's discretion, substantially impair the rights or expectancies of any beneficiary.

6.1.9 Employ Agents and Delegates. Trustee may retain and employ legal counsel, brokers, appraisers, accountants, investment advisors, management consultants, and other parties to advise and assist Trustee in the administration of the trust, to the extent Trustee shall deem advisable, and may pay such compensation for such advice and assistance as Trustee shall deem reasonable. Trustee shall be entitled to rely with acquittance and without liability upon legal advice or other advice or opinions provided by any such parties, provided that Trustee has exercised reasonable care and diligence in their selection.

6.1.10 Trustee may employ any other agents or delegates, and may pay such compensation as shall be reasonable with

1. To designate beneficiaries thereof, including a Trustee, and to change any such designation;
2. To apply for and obtain by conversion or otherwise one or more other policies of insurance on the lives of the Grantors;
3. To permit the policy to lapse and thereafter to reinstate it;
4. To receive dividends thereon;
5. To take paid up insurance in a reduced face amount or to take extended insurance and to apply the policy reserves for the purpose;
6. To demand, collect and receive from the insurer all proceeds thereof;
7. To permit the policy to lapse or to cancel, terminate or surrender the policy and to demand, collect and receive the cash surrender value or other proceeds that may thereupon become available;
8. To exercise all options, rights, privileges and elections, including the right to elect modes of settlement and the privilege of conversion, exercisable thereunder or allowed by the insurer;
9. To sell, transfer, assign, pledge or otherwise dispose of the policy;
10. To exchange the policy for another policy on the life of the Grantor in any amount less than the original face amount thereof and to collect the cash value remaining after the exchange;
11. To borrow upon the policy from the insurer or from any other person for any purpose, including the payment of premiums or other charges, and to pledge or hypothecate the policy for any loan; and
12. To take any other action regarding the policy that the Trustee deems to be in the best interests of the trust estate and the beneficiaries thereof.

6.4.3 Collection of Insurance Proceeds. On the death of the last to die of the Grantors, the Trustee shall collect and receive all proceeds payable to the Trustee under any policies of insurance as described in subsections 6.4.1 and 6.4.2 of this Article VI. The Trustee shall not be entitled to reimbursement from the Grantor's estate or from any other person for the amount of any indebtedness or interest thereof that shall be a charge against the proceeds of any of these policies. The Trustee are hereby authorized to make all necessary proofs of death under the policies, to execute and deliver any and all receipts and releases for the net proceeds thereof, to institute any action, suit or proceeding to collect these net proceeds, and to pay from the trust estate all the expenses thereof, including court costs and counsel fees, and to do and perform any and all other acts that the Trustee shall deem necessary or advisable to collect these net proceeds, provided, however, that the Trustee shall not be under any obligation or duty to institute such action, suit or proceeding unless it shall be advisable in the opinion of the Trustee's counsel and unless the Trustee shall have either adequate funds with which to pay the expenses of the action, suit, or proceeding or indemnification to its satisfaction against such expenses. Upon payment to the Trustee of the proceeds due under any such policy, the insurer shall be relieved of any responsibility to see to the application or disposition of those proceeds. The Grantors direct that the Trustee shall not under any circumstances be liable or accountable for any loss that may result from the good faith exercise of the authority granted by these subsections 6.4.1, 6.4.2 or 6.4.3 of this Article VI.

ARTICLE VII. PROVISIONS CONCERNING TRUSTEESHIP

SECTION 7.1. COMPENSATION OF TRUSTEE. The Trustee hereunder shall receive such compensation, if any, as shall have been provided for in a written agreement between the Trustee and either the Grantors or the other person or persons who shall have appointed the Trustee as hereinafter provided, or, in the absence of any such Agreement, as shall be reasonable under the laws of the State of Washington.

SECTION 7.2. VACANCY IN INDIVIDUAL TRUSTEESHIP. If RAVI [REDACTED] is unable or unwilling to act as Trustee, then CHANDRASREE [REDACTED] shall serve as successor Trustee. RAVI [REDACTED] may appoint additional or successor trustees, provided, however, that there shall not at any time be more than one corporation or more than two individuals in office as Trustee. All successor Trustee shall have all powers, rights and obligations of the original Trustee. Any Trustee may resign as Trustee of any or all of the Trusts created by this instrument without court proceedings by delivering a written notice of resignation to the beneficiaries who are then entitled to the Trust income or for whom income is then being accumulated. A majority of the adult income beneficiaries shall be empowered to remove any Trustee from office as a Trustee of any Trust hereunder. Such adult income beneficiaries shall also be empowered to name a successor Trustee without court proceedings.

SECTION 7.3. RESIGNATION. Any Trustee may resign by instrument signed and acknowledged by him or her and delivered to the beneficiaries of the Trust or by securing the written acceptance of this said trust by the next able and willing person named in this Agreement, if any, to succeed him as Trustee.

SECTION 7.4. REMOVAL. The person or persons who would be authorized by Section 7.2 of this agreement to appoint additional or successor Trustee at any time may remove any Trustee from office as a Trustee of any trust hereunder. Any removal of a Trustee shall be effected by instrument signed and acknowledged by the person or persons authorized to take the action and delivered to the Trustee being removed to be effective immediately.

SECTION 7.5. DECISION-MAKING OF TRUSTEE. Except as otherwise specifically provided herein, any decision by the Trustee made pursuant to authority granted under this Agreement shall be made by majority vote of those Trustee entitled to participate therein; provided, however, that if an individual Trustee shall be unable to act, all decisions shall be made by a majority of the other Trustee of that trust at the time in office. In the event that there are only two (2) co-Trustee of any trust created hereunder, then all trust decisions shall require unanimous vote of both co-Trustee.

SECTION 7.6. DISABILITY OF TRUSTEE. For purposes of this Article VII, any individual who is serving as a Trustee or who is authorized or required to take any action, whether as a Trustee or otherwise, shall be deemed to be unable to act if and so long as he shall, in the opinion of the person or persons designated in this Article to serve as Trustee or to take such action in the event of such individual's inability to act, be incapable of acting by reason of advanced age, illness, accident, or any other cause. Any such person shall be justified in assuming that such individual is unable to act if that fact shall be certified by the spouse of such individual or, if the spouse shall not be avail-

appropriate; and all such allocations, apportionments, credits and charges shall be binding and conclusive upon all interested persons. The provisions of the Washington Principal and Income Act, RCW Chapter 11.104, as now in effect or hereafter amended, shall control only if and to the extent that Trustee does not exercise the foregoing discretions.

SECTION 6.2. POWERS WITH RESPECT TO DEALING WITH FIDUCIARIES. The Grantors specifically authorize the Trustee, from time to time and in their absolute discretion, to purchase property from, to lend money to, and otherwise to deal with other fiduciaries, including the personal representative of their estates for such purposes and on such terms and conditions as the Trustee shall deem advisable, and the Grantors direct that the propriety of any transactions to which the Trustee and any such fiduciary may be parties or in which they may be interested shall not in any way be affected by the fact that one or more of the fiduciaries may be a Trustee hereunder.

SECTION 6.3. POWERS WITH RESPECT TO PAYMENT OF ESTATE TAX. If, for any reason, the whole or some part of the trust estate shall be included in the gross estate of the Grantors, as finally determined in the federal estate tax proceeding relating to their estate, the Trustee shall pay to or on the order of the personal representative of the Grantor's estate the amount, as determined by their personal representatives, by which the total of all estate, inheritance and succession taxes, including any interest and penalties relative thereto, that shall be payable by reason of the Grantor's death shall be greater than those taxes would have been if such whole or part of the trust estate had not been required to be taken into account in the determination of these taxes. The Trustee shall be entitled to rely conclusively and act upon any statement rendered to it by the personal representative of the Grantor's estate concerning the amount of any such payment or the time at which or the governmental authority or other person or entity to which the payment shall be made.

SECTION 6.4 POWERS WITH RESPECT TO LIFE INSURANCE:

6.4.1 Power to Retain and Purchase Insurance. Without limiting the generality of any other provisions of this Agreement, the Grantors specifically authorize the Trustee to retain as owner for as long as the Trustee shall, in their absolute discretion deem appropriate any policies of insurance on the life of the Grantors transferred to it at any time and to purchase, from time to time and in their absolute discretion, additional policies of insurance on the life of the Grantors. The Grantors authorize the Trustee to pay all costs, including premiums or other charges of maintaining these insurance policies in force, as an expense of administering the trust estate and, if it is deemed necessary or advisable, to exercise its power to borrow money for that purpose. However, the Trustee shall be under no obligation to exercise the authority herein granted to them to pay such costs or other charges with respect to any such policy of insurance. All such costs or other charges shall, if at all, be paid from the principal of the trust estate and not from the net income of the trust estate or any accumulated income of the trust estate.

6.4.2 Powers with Respect to all Insurance Policies. The Trustee are authorized to exercise, in such manner as they shall deem will best serve the interests of the beneficiaries, any option, election or other power that an absolute owner of any policy would have with respect to that policy. In furtherance, and not by way of limitation, of the broad authority given to the Trustee by this subsection 6.4.2 and subsection 6.4.1 of this Article VI, the Trustee shall have, regarding any policy of life insurance at any time held as part of the trust estate, the exclusive right, exercisable by them from time to time and in their absolute discretion:

able, by the then living adult descendants of such individual or, if no such descendant shall be available, by the principal physician attending such individual.

SECTION 7.7. TRUSTEE' POWER OF DELEGATION. Any individual in office as a Trustee hereunder may at any time, by instrument signed and acknowledged by him and delivered to his co-Trustee or co-Trustee, delegate, or revoke the prior delegation of, any one or more of his powers of authorities as such Trustee, whether or not discretionary, to any one or more of his co-Trustee. A Trustee of any trust created hereunder may at any time release, in whole or in part, any power conferred on the Trustee by any provision of this agreement by delivering an instrument of release, signed and acknowledged by him, to the individual or individuals for whose primary benefit that trust shall have been established.

SECTION 7.8. SUCCESSOR CORPORATE TRUSTEE. Any corporation that shall, by merger, consolidation, purchase or otherwise, succeed to all or substantially all of the personal trust business of any corporation then in office as a Trustee hereunder shall, thereupon and without any appointment, assignment or other action by anyone, succeed to office as a Trustee hereunder.

SECTION 7.9. BONDING AND COURT SUPERVISION OF TRUSTEE. To the full extent legally possible, each individual or corporation serving as a Trustee hereunder is released from any obligation, in any jurisdiction, to furnish any bond or other security, to file any inventory, to render any annual or other periodic accounting, or to obtain the approval of any court before applying, distributing, selling or otherwise dealing with any property.

ARTICLE VIII. SIMULTANEOUS DEATH

SECTION 8.1. If there shall be insufficient evidence that the Grantor and any other individual referred to in this agreement dies otherwise than simultaneously, the Grantor shall be conclusively presumed to have survived such individual.

SECTION 8.2. If the individual for whose primary benefit a trust hereunder shall have been established and a remainderman of that trust shall die, and there shall be insufficient evidence that they died otherwise than simultaneously, the individual shall, for all purposes of this agreement, be conclusively presumed to have survived the remainderman.

ARTICLE IX. IRREVOCABILITY AND UNALTERABILITY

SECTION 9.1. IRREVOCABILITY.

9.1.1 Trust Irrevocable and Unamendable by Grantor. This Trust Agreement is hereby expressly made irrevocable and it shall not at any time be capable of amendment, modification, or alteration in any manner by Grantor, either directly or indirectly, nor by the beneficiaries (other than pursuant to applicable law in a proper court proceeding or pursuant to any power specifically granted herein).

9.1.2 Grantor's Renunciation of all Interests. Without exception of any kind or nature, Grantor hereby renounces all interests, either vested or contingent, including reversionary interests and possibilities of reverter, which Grantor might at any time otherwise be held to have in the income and/or corpus of any trust hereunder.

9.1.3 Restrictions Relating to Grantor. Notwithstanding any other provision of this Agreement, *no* powers enumerated herein or accorded to Trustee generally pursuant to law, singly or as a whole, shall be construed:

- (a) To enable Grantor (i) to become a Trustee hereunder, or (ii) to exercise any power of appointment with respect to any such trust;
- (b) To permit any trust distribution which would have the effect of discharging any legal obligation of Grantor (including any obligation which Grantor may have at any time relating to the support and/or education of any beneficiary hereunder);
- (d) To permit any trust income of any kind to at any time be applied to the payment of any premium on any policy of insurance on the life of the Grantor; or
- (e) To enable Grantor to reacquire any trust property (even by substituting other property of equal value).

If at any time any person other than Grantor makes an inter vivos gift addition to any trust hereunder, such person shall be deemed thereafter to be an additional "Grantor donor" with respect to the addition to the trust receiving such gift for the purposes of the renunciation and restriction provisions set forth above and for the purposes of all limitations, exceptions, restrictions and exclusions referring to Grantor contained in other provisions of this Agreement.

9.1.4 Powers Retained by Grantor. Notwithstanding the language in section 9.1.3 of this Agreement, Grantors hereby retain the following powers with respect to this trust.

- (a) To borrow from the corpus or income of this trust, directly or indirectly, in exchange for a promissory note of equal value to the amount lent without adequate interest or adequate security.

SECTION 9.2. RESTRICTIONS ON FIDUCIARY ACTIONS. It is intended that the Trustee hereunder shall act as fiduciaries and not as the holders of power for their own benefit. Accordingly, and in order to eliminate the negative tax implications which might otherwise be drawn from various broadly worded provisions of this Agreement, the following specific restrictions shall apply to all fiduciaries acting hereunder.

9.2.1 Except as otherwise provided herein, each fiduciary, in the exercise of the powers and discretions conferred upon such fiduciary by this Agreement, shall be guided by the best interests, as a whole and in a broad sense, of the beneficiaries hereunder, both present and contingent.

9.2.2 Notwithstanding the broad generality of the administrative powers granted to the fiduciaries hereunder by the terms of this Agreement nor of any powers which may be accorded to Trustee generally pursuant to law, neither the Trustee nor any other person or persons shall purchase, exchange, or otherwise deal with or dispose of any of the assets held in trust hereunder for less than an adequate consideration in money or money's worth. The foregoing shall not, however, be construed to prohibit any fiduciary hereunder from taking any action pursuant to the express provisions of Articles I through XI hereof nor from abandoning property reasonably deemed by such fiduciary to be of insufficient value to warrant the expense of retention.

9.1.3 Restrictions Relating to Grantor. Notwithstanding any other provision of this Agreement, *no* powers enumerated herein or accorded to Trustee generally pursuant to law, singly or as a whole, shall be construed:

- (a) To enable Grantor (i) to become a Trustee hereunder, or (ii) to exercise any power of appointment with respect to any such trust;
- (b) To permit any trust distribution which would have the effect of discharging any legal obligation of Grantor (including any obligation which Grantor may have at any time relating to the support and/or education of any beneficiary hereunder);
- (d) To permit any trust income of any kind to at any time be applied to the payment of any premium on any policy of insurance on the life of the Grantor; or
- (e) To enable Grantor to reacquire any trust property (even by substituting other property of equal value).

If at any time any person other than Grantor makes an inter vivos gift addition to any trust hereunder, such person shall be deemed thereafter to be an additional "Grantor donor" with respect to the addition to the trust receiving such gift for the purposes of the renunciation and restriction provisions set forth above and for the purposes of all limitations, exceptions, restrictions and exclusions referring to Grantor contained in other provisions of this Agreement.

9.1.4 Powers Retained by Grantor. Notwithstanding the language in section 9.1.3 of this Agreement, Grantors hereby retain the following powers with respect to this trust.

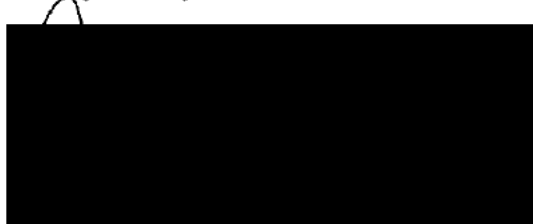
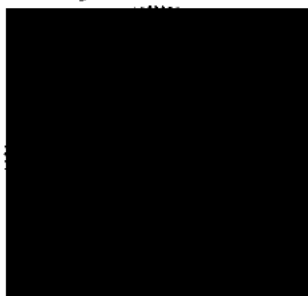
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STATE OF WASHINGTON)
) ss.
COUNTY OF [REDACTED])

On this day personally appeared before me VIJAYALAKSHMI [REDACTED], to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that she executed said instrument as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of May, 2024.

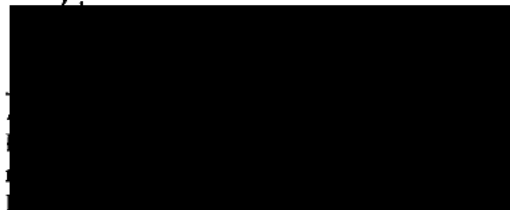
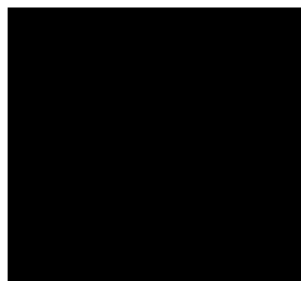


on,

STATE OF WASHINGTON)
) ss.
COUNTY OF [REDACTED])

On this day personally appeared before me RAVI [REDACTED], to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of May, 2024.



on,

- B. Any reference to this agreement to a section of the Internal Revenue Code shall be deemed to refer to that section of the Internal Revenue Code of 1986 as in effect on the date of this agreement, or corresponding provisions of any subsequent federal tax laws that shall be in effect at the relevant time.
- C. Whenever used in this agreement, except when the context shall clearly require otherwise:
1. The term "property" shall include real, personal and mixed property, tangible or intangible, of any kind and wherever located, including securities and interest in any so-called common trust funds;
 2. The term "securities" shall include bonds, mortgages, notes, obligations, warrants and stocks of any class, and such other evidences of indebtedness and certificates of interest as are usually referred to by the term "securities";
 3. The term "Trustee" shall mean at any time with relation to any trust hereunder the Trustee of that trust then in office;
 4. Words in either the masculine or the feminine form shall be deemed to include or relate to both males and females and, when appropriate, corporations or other entities; and
 5. Words either in the singular or the plural number shall be deemed to include both the singular and the plural numbers.

ARTICLE XIII. BOND

Grantors direct that any fiduciary acting hereunder shall not be required to enter bond or other security in any jurisdiction in which said fiduciary may be called upon to act.

ARTICLE XIV. ACCEPTANCE OF TRUST

The Trustee, by joining in the execution of this agreement, acknowledges receipt of the property described in Schedule A hereto.

IN WITNESS WHEREOF, VIJAYALAKSHMI [REDACTED] has signed this agreement as Grantor and RAVI [REDACTED] has signed this Agreement as Trustee on the date first above written.

Grantor:

✓ [REDACTED]

VIJAYALAKSHMI [REDACTED]

Trustee:

[REDACTED]

RAVI [REDACTED]

Schedule A

VIJAYALAKSHMI [REDACTED], Grantor, does hereby transfer, convey, quitclaim and assign all rights, title and interest in the property set forth below to the Trustee of the [REDACTED] FAMILY IRREVOCABLE TRUST dated the 1st day of May, 2024, Grantee:

\$10.00 Cash

VIJAYALAKSHMI

STATE OF WASHINGTON)
) ss.
COUNTY OF [REDACTED])

On this day personally appeared before me VIJAYALAKSHMI [REDACTED], to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that she executed said instrument as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of May, 2024.

gton,

9.2.3 No fiduciary of any trust shall make (or have the power to make) any distribution which will discharge any legal obligation (including a legal obligation to support and/or educate any beneficiary) or any person who is not specifically named or described as a then beneficiary or permissible distributee of such trust.

9.2.4 No fiduciary who is under a legal obligation to support and/or educate any beneficiary shall under any circumstances partake in any decisions relating to any discretionary distributions which might be used for the support and/or education of such beneficiary.

9.2.5 Except in the case of agents from time to time duly appointed by any Trustee hereunder, no person acting in a nonfiduciary capacity shall have any power to either vote or direct the voting of any stock or other securities constituting any part of the property of any trust hereunder or to direct investments or veto proposed investments as to any trust hereunder.

9.2.6 Any power which any one Trustee may have to remove another Trustee are likewise to be exercised only in furtherance of trust purposes and not as a means of improperly influencing the manner in which discretions granted exclusively to that other Trustee are to be exercised. Thus, if one Trustee removes another under circumstances which indicate to the removed Trustee that a substantial purpose of such removal was to improperly influence or change the way in which some Trustee discretion (held exclusively by the thus removed Trustee) is or may be exercised, such Trustee, within 30 days of receipt of the notice of removal, shall deliver to the Trustee who gave such notice an affidavit substantiating those circumstances, in which event the removal shall be void for all purposes unless and until a court of proper jurisdiction has determined that such alleged improper influence was not in fact a substantial purpose of such removal.

None of the provisions of this Agreement authorizing any Trustee to withhold or otherwise divert the otherwise required distributions of the income (or of \$5,000 or 5% from the principal) of any trust hereunder shall be applied to any trust the income of which must be regularly paid in order to qualify such trust for a then intended (i) marital deduction, (ii) previously taxed property credit (i.e., until the 10 year period that such credit may be available has expired), (iii) gift tax annual exclusion, or (iv) qualified subchapter S trust election.

SECTION 9.3. VESTING FOR GENERATION SKIPPING TAX EXEMPTION PURPOSES.

With respect to each trust hereunder, if and when a "taxable termination" occurs which would cause any generation skipping tax to be imposed, all within the meaning of Chapter 13 of the Internal Revenue Code, then, notwithstanding any other provision hereof, insofar as, by reason of any exclusion for transfers to grandchildren of the Grantor then provided by such code, it would actually reduce the generation skipping tax applicable to that event to have a fractional portion of the net assets, which would otherwise be subject to such tax and which are then held in and/or receivable by such trust, "vest" in one or more grandchildren of such Grantor (and only to that extent), such tax reducing fractional portion of such net assets shall be distributed, effective as of the date of such taxable termination, in equal shares to or for the direct benefit of those of such grandchildren of such grantor who are then living, free of all trust; provided, however, that

(a) if the share thus to be distributed to any such grandchild of such grantor exceeds the share (or apparent share determined as though such trust were terminating at that time) of that grandchild (or of any resulting trust for the primary benefit of that grandchild) in such trust exclusive of any trust property which has been appointed as of that effective date (regardless of to whom such

property has been appointed), the share thus to be distributed to that grandchild would be reduced sufficiently so that its fair market value (as of such effective date) will equal but not exceed the then fair market value of the aforesaid share (or apparent share) of that grandchild (including any such resulting trust) in such trust and the shares of the other grandchildren who are children of the same child of such grantor as the grandchild whose share is thus reduced shall, insofar as possible consistent with the requirements of this paragraph (a), be increased, equally, to make up such differences, and

(b) The fair market value (as of such effective date) of each share which, after the paragraph (a) adjustment, if any, is thus to be distributed to a grandchild shall be treated as an advance to be charged against the ultimate share in such trust of that grandchild (and of any resulting trust for the primary benefit of that grandchild and/or of those who are to receive his or her share following his or her death), but no interest shall be charged on any such advance.

SECTION 9.4. OVERRIDING TAX PURPOSES

This Trust has been created to effect certain purposes. No Trustee shall exercise any discretion in a manner that may reasonably be expected to frustrate the accomplishment of any of these purposes.

9.4.1 Completed Gifts. All Gifts made to this trust shall be completed gifts for federal tax purposes.

9.4.2 Income Taxation. This Trust shall be a grantor trust under § 671 of the Internal Revenue Code or successor statute.

ARTICLE X. GOVERNING LAW

The trusts created hereby shall be administered in accordance with the laws of the State of Washington and the validity and effect of the provisions hereof shall be determined in accordance with those laws.

ARTICLE XI. PROVISIONS REGARDING RIGHT TO RECEIVE INCOME OR PRINCIPAL

The right of any person to receive any amount, whether of income or of principal, pursuant to any of the provisions of this agreement shall not, in any manner, be anticipated, alienated, assigned or encumbered and shall not be subject to any legal process or bankruptcy or insolvency proceeding or to interference or control by creditors or others.

ARTICLE XII. DEFINITIONS

- A. Whenever, on the occurrence of any event, any property shall be required by any of the provisions of this agreement to be distributed to the Distributees of an individual, that property shall be distributed to the persons who would be entitled thereto, and in the shares to which those persons would be entitled, under the laws of the State of Washington then in effect, if such individual had died immediately after the occurrence of such event, intestate and domiciled in that State, and that property had constituted his entire net distributable estate.