



10 G Street NE, Suite 600 | Washington, DC 20002

Enclosed please find the executed trust agreement and certifications for the Gowing Schrier Qualified Blind Trust. The Trust was approved by House Ethics on September 13, 2022.

Thank you.

Sincerely,

Kate Sawyer Keane
Emma Anspach
Elias Law Group LLP

OCT 14 2022

LEGISLATIVE COUNCIL OFFICE
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COMMUNICATIONS
SERVICES

GOWING SCHRIER QUALIFIED BLIND TRUST

TRUST AGREEMENT

THIS TRUST AGREEMENT made and entered into this October 4, 2022 between **KIMBERLY (SCHRIER) GOWING** and **DAVID N. GOWING**, a married couple, whose home address is 4051 232nd Ave. SE, Sammamish, WA 98075, hereinafter called the Grantors, and **CREATIVE PLANNING TRUST COMPANY, LLC**, whose business address is 4741 Caughlin Pkwy., Ste. 6 Reno, NV 89519, hereinafter called the Trustee, and **CREATIVE PLANNING, LLC**, whose business address is 5454 W. 110th Street Overland Park, KS 66211, hereinafter called, the Investment Advisor.

WITNESSETH

KIMBERLY (SCHRIER) GOWING is a United States Representative for the State of Washington. To avoid any conflict of interest, or appearance of any such conflict, which may arise from her duties and powers in such office and any other office to which she may subsequently be appointed to the extent provided for by section 102(f)(4)(A) of the Ethics in Government Act of 1978 (Pub. L. 95-521, as amended) [hereinafter referred to as the "Act"], Grantors hereby create a trust to be administered in accordance with the requirements of the Act, which shall become effective on the date this agreement bears.

The Trustee is an eligible person, as specified in Section 102(f)(3)(A) who meets the requirements of such section.

Grantors, therefore, hereby deliver to the Trustee, and the Trustee hereby acknowledges receipt of, the property listed in the annexed Schedule A, subject to the provisions of this Trust and the Act, and other applicable Federal laws.

The primary purpose of this Trust is to entrust to the Trustee decisions as to when and to what extent the original assets of the Trust are to be sold or disposed of and in what investments the proceeds of sale are to be reinvested, without any participation in, or knowledge of, such decisions by any interested person. The term "interested party" as used in this instrument means the Grantors, any minor or dependent child, and their representatives. Accordingly, the Grantors and the Trustee agree as follows:

FIRST:

(A) This Trust shall terminate upon the first to occur of the following -- (1) Kimberly (Schrier) Gowing ceasing for any reason to serve as a U.S. Representative and in any other position to which she may have been subsequently appointed or elected in the Federal Government and Grantors thereafter giving Trustee written notice directing that this Trust be terminated; (2) Grantors' deaths or incompetence. The period between the date of this agreement and the termination of the Trust shall be called the "Trust Term".

(B) Notwithstanding Paragraph (A) of this Article FIRST, this Trust agreement may in addition be terminated through revocation by the Grantors or the surviving Grantor as the case may be.

(C) Within thirty (30) days of the termination of this Trust, the Trustee shall file with the U.S. House of Representatives Committee on Ethics a copy of a list of the assets held by the Trust at the time of termination and the category of value of each such asset, as defined by §102(f)(5)(D) of the Ethics in Government Act of 1978.

(D) Upon termination of this Trust, the Trustee shall proceed expeditiously to distribute the assets to KIMBERLY (SCHRIER) GOWING and DAVID N. GOWING, as trustees of the GOWING TRUST DATED MARCH 25, 2015, subject to the right of the Trustee to retain a reasonable reserve for the payment of debts, expenses, and taxes.

(E) Upon termination of this Trust due to the death of both Grantors, the Trustee shall proceed expeditiously to distribute the assets to the GOWING TRUST DATED MARCH 25, 2015, subject to the right of the Trustee to retain a reasonable reserve for the payment of debts, expenses, and taxes.

SECOND: The Trustee shall administer this trust in accordance with the requirements of the Act and, in the exercise of its authority and discretion to manage and control the assets of this Trust shall not consult or notify any interested party.

THIRD: (A) Each asset listed in the annexed Schedule A is free of any restriction with respect to its transfer or sale, except as fully described in such Schedule A, and none of the assets listed are prohibited by any law or regulation

(B) During the Trust Term, the interested parties shall not pledge, mortgage, or otherwise encumber their interests in the property held in trust hereunder.

FOURTH: The Trustee shall not knowingly or negligently disclose to the public or to any interested party any information as to the acquisition, retention, or disposition of any particular securities or other Trust property; except that, the Trustee shall promptly notify the Grantors, the U.S. House of Representatives Committee on Ethics, and the Clerk of the House when the holdings of a particular asset transferred to the Trust by any interested party have been completely disposed of or when the value of that asset becomes less than \$1,000.

FIFTH: The income tax return of the Trust shall be prepared by the Trustee or his designee, and such return and any information relating thereto (other than the Trust income summarized in appropriate categories necessary to complete an interested party's tax return), shall not be disclosed to the public or to any interested party. To effectuate the provisions of this Article FIFTH, the Trustee shall use its best efforts to provide the interested party, promptly after the close of each taxable year of the Trust during the Trust Term, with that information concerning the Trust, including information on income, expenses, capital gains and capital losses, which is necessary for the interested party to prepare and file

tax returns required by the laws of the United States and the laws of any State, district or political subdivision; provided however, that in no event shall the Trustee disclose publicly or to any interested party any information whatsoever which might identify the securities or other property which comprise the assets of the Trust or identify the securities or other property which have been sold from the assets of the Trust.

SIXTH:

An interested party shall not receive any report on the holdings and sources of income of the Trust other than provided by Article FOURTH of this trust; except that the Trustee shall –

- (A) Make quarterly reports of the total cash value of such interested party's interest in the Trust,
- (B) Report the net income or loss of the Trust and make other reports necessary to enable the interested party to complete an individual tax return required by law (in accordance with Article FIFTH of this Trust), and
- (C) Provide an annual report for purposes of section 102(a)(1) and section 102(d)(1) of the Act and House Rule 26 of the aggregate amount of the Trust's value and income attributable to the beneficial interest in the Trust of such interested party, categorized in accordance with the provisions of such sections and Rule.

SEVENTH:

There shall be no direct or indirect communication between an interested party and the Trustee with respect to the Trust unless –

- (A) It relates to a request for a distribution from the Trust of cash or other unspecified assets of the trust, or
- (B) The communication is in writing and is filed by the person initiating the communication at the office of the U.S. House of Representatives Committee on Ethics within five days of the communication, and it relates only –
 - 1. To the general financial interest and needs of the interested party (including, but not limited to, an interest in maximizing income or long-term capital gain),
 - 2. To the notification of the Trustee of a law or regulation subsequently applicable to the reporting individual which prohibits the interested party from holding an asset, which notification directs that the asset not be held by the Trust,
 - 3. To directions to the Trustee to sell all of an asset initially placed in the Trust by an interested party which in the determination of the Grantors creates a conflict of interest or the appearance thereof due to the subsequent assumption of duties by the Grantors (but any such

direction is not required), or

4. To notify the Grantor, the U.S. House of Representatives Committee on Ethics, and the Clerk of the House that the holdings of a particular asset have been completely disposed of or the value of the asset becomes less than \$1,000

EIGHTH: The interested parties shall not take any action to obtain, and shall take appropriate action to avoid receiving, information with respect to the holdings of, and the sources of income of, the Trust, including obtaining a copy of any Trust tax return filed by the Trustee or any information relating thereto, except for the reports and information specified in Article SIXTH of this Trust.

NINTH: The Trustee shall not knowingly and willfully, or negligently –

- (A) Disclose any information to any interested party with respect to this Trust that may not be disclosed pursuant to any provision or requirement of Title I of the Act or this Trust,
- (B) Acquire any holding the ownership of which is prohibited by, or not in accordance with the terms of, this Trust, including the acceptance of any contribution in cash or in kind to the trust from an individual other than the Grantors,
- (C) Solicit advice from any interested party with respect to this Trust, which solicitation is prohibited by any provision or requirement of Title I of the Act Of this Trust,
- (D) Fail to file any document required by Title I of the Act, or
- (E) Participate in an allocation that is part of an initial public offering as prohibited by the STOCK Act.

TENTH: The Grantors shall not knowingly and willfully, or negligently –

- (A) Solicit or receive any information with respect to this Trust that may not be disclosed pursuant to any provision or requirement of Title I of the Act or this Trust, or
- (B) Fail to file any document required by Title I of the Act.

ELEVENTH: Subject to such amounts as the Trustee may from time to time reserve for the payment of such income taxes as may be due and payable by the Trust, and for payment of expenses and compensation as provided for in this Trust, during the Trust Term the Trustee shall pay to the Grantor \$1,000 at the beginning of each month.

TWELFTH: In addition to the rights, duties, and powers conferred upon the Trustee by law,

the Trustee shall have the following powers, rights, and discretion with respect to any Trust property held by it:

- (A) To sell, exchange, or otherwise dispose of the property in such manner and upon such terms as the Trustee in its sole discretion shall deem appropriate;
- (B) Except as limited by specific enumeration in this Trust agreement or subsequent notification pursuant to Article SEVENTH, paragraph (B)(2), to invest and reinvest the principal and any undistributed income, in property of any kind;
- (C) Except as limited by specific enumeration in this Trust agreement, to participate in any reorganization, consolidation, merger, or dissolution of any corporation having stocks, bonds or other securities which may be held at any time, to receive and hold any property which may be allocated or distributed to it by reason of participation in any such reorganization, consolidation, merger, or dissolution;
- (D) To exercise all conversion, subscription, voting, and other rights of whatsoever nature pertaining to any such property and to grant proxies, discretionary, or otherwise, with respect thereto,
- (E) To elect, appoint, and remove directors of any corporation, the stock of which shall constitute Trust property, and to act through its nominee as a director or officer of any such corporation;
- (F) Except as limited by specific enumeration in this Trust agreement, to manage, control, operate, convert, reconvert, invest, reinvest, sell, exchange, lease, grant a security interest in, pledge, pool, or otherwise encumber and deal with the property of this Trust for Trust purposes and in behalf of the Trust to the same extent and with the same powers that any individual would have with respect to his own property and funds (but such actions may not take into account any interests of an interested party or other individual outside of those interests held by the Trust);
- (G) To register any property belonging to the Trust in the name of its nominee, or to hold the same unregistered, or in such form that title shall pass by delivery;
- (H) To abandon, settle, compromise, extend, renew, modify, adjust, or submit to arbitration in whole or in part and without the order or decree of any court any and all claims whether such claims shall increase or decrease the assets held under this Trust agreement;
- (I) To determine whether or to what extent receipts should be deemed income or principal, whether or to what extent expenditures should be charged against principal or income, and what other adjustments should be made between principal and income, provided that such adjustments shall not

conflict with well-settled rules for the determination of principal and income adjustments, or the Uniform Principal and Income Act, if in effect in the State of Nevada.

- (J) To determine whether or not to amortize bonds purchased at a premium;
- (K) Except to the extent otherwise expressly provided in this Trust agreement, to make distributions to or at the request of an interested party in kind or in cash or partly in each and for such purposes to fix, insofar as legally permissible, the value of any property;
- (L) To pay such persons employed by the Trustee to assist it in the administration of the Trust, including investment counsel, accountants, and those engaged for assistance in preparation of tax returns, such sums as the Trustee deems to be reasonable compensation for the services rendered by such persons. Such persons may rely upon and execute the written instructions of the Trustee, and shall not be obliged to inquire into the propriety thereof; No person may be employed or consulted by the Trustee to assist it in any capacity in the administration of the Trust or the management and control of Trust assets, including investment counsel, investment advisors, accountants, and those engaged for assistance in preparation of tax returns, unless –
 - 1. if any such employment or consultation is known to any interested party, the person is a signatory to this Trust instrument as a party, subject to the prior approval of the U.S. House of Representatives Committee on Ethics,
 - 2. such person, under all the facts and circumstances, would be determined to be independent of any interested party with respect to the trust arrangement pursuant to the requirements of 102(f)(3)(A)(ii),
 - 3. such person is instructed by the Trustee to make no disclosure to the public or to any interested party which might identify the securities or other property which comprise the assets of the Trust or identify securities or other property which have been sold from the assets of the Trust, or of any other information which may not be disclosed by the Trustee, and
 - 4. such person is instructed by the Trustee to have no direct communication with any interested party, and that any indirect communication with an interested party shall be made only through the Trustee pursuant to Article SEVENTH of this Trust;
- (M) Except as specifically limited in this Trust agreement, to do all such acts, take all such proceedings, and exercise all such rights and privileges, although not otherwise specifically mentioned in this Article TWELFTH,

with relation to any such Trust property, as if the Trustee were the absolute owner thereof, and in connection therewith to make, execute, and deliver any instruments and to enter into any covenants or agreements binding the Trust.

THIRTEENTH: The Trustee shall not at any time be held liable for any action taken or not taken or for any loss or depreciation of the value of any property held in the Trust whether due to an error of judgment or otherwise where the Trustee has exercised good faith and ordinary diligence in the exercise of its duties such as would have been exercised by a prudent man.

FOURTEENTH: No Trustee hereunder shall be required, in any jurisdiction, to furnish any bond or other security, or to obtain the approval of any court before applying, distributing, selling, or otherwise dealing with property.

FIFTEENTH: Except as provided in Article SIXTH of this Trust, the Trustee shall make no accounting to the Grantors until the date of termination of this Trust, and, at such time, it shall be required to make full and proper accounting and turn over to the Grantors all assets of the Trust then held by it the said Trustee.

SIXTEENTH: The Trustee and the Investment Advisor shall be compensated in accordance with the table in the annexed Schedule B, or as provided for by the laws of the State of Nevada.

SEVENTEENTH: The Trustee (and any substitute or successor) shall have the right, by a duly acknowledged instrument delivered to the Grantors to resign as Trustee in which event the Grantors shall designate and appoint a substitute or successor Trustee (subject to the prior written approval of the U.S. House of Representatives Committee on Ethics) in its place and stead, which shall have all of the rights, powers, discretions, and duties conferred or imposed hereunder upon the original Trustee.


EIGHTEENTH: Any amendment of the terms of this Trust Agreement, including the appointment of a substitute or successor Trustee, shall require the prior written approval of the Committee, upon a showing of necessity and appropriateness unless it relates to the testamentary provisions of this trust. Any such substitute or successor Trustee shall have all of the rights, powers, discretions, and duties conferred or imposed hereunder upon the original Trustee.

NINETEENTH: Pursuant to Article Seventh, during the lifetime of the Grantors, the Trustee shall distribute to the Grantors such amounts from the trust fund as they, or their attorney in fact, may request from time to time.


The validity, construction, and administration of this Trust shall be governed by the Act (and regulations thereunder) and the laws of the State of Nevada.

Dated this 4 day of October, 2022.


KIMBERLY (SCHRIER) GOWING, Grantor


DAVID N. GOWING, Grantor

Notary Public
State of Washington
Sharon Dianne Le Roux
Commission No. 187444
Commission Expires 08-03-26

 4 October 2022

The above Trust is accepted this 13TH day of OCTOBER, 2022.



Creative Planning Trust Company, LLC,
Trustee

By: MICHAEL LETOURNEAU

NEW BUSINESS TRUST OFFICER
(title)

The above Trust is accepted this _____ day of _____, 2022.

Creative Planning, LLC, Investment Advisor

By: _____

(title)

The above Trust is accepted this _____ day of _____, 2022.

Creative Planning Trust Company, LLC,
Trustee

By: _____

(title)

The above Trust is accepted this 13TH day of OCTOBER, 2022.



Creative Planning, LLC, Investment Advisor

By: PETER MALLOUK

PRESIDENT

(title)

GOWING SCHRIER QUALIFIED BLIND TRUST

Schedule A – List of Assets

Ticker	Asset	Range of Value as of 9/26/2022
SUSL	iShares ESG MSCI USA Leaders ETF	\$1,000,001 to \$5,000,000
NUDM	Nuveen ESG International Developed Markets Equity ETF	\$1,000,001 to \$5,000,000
NUSC	Nuveen ESG Small-Cap ETF	\$500,001 to \$1,000,000
ESGV	Vanguard ESG U.S. Stock ETF	\$250,001 to \$500,000
VNQ	Vanguard Real Estate ETF	\$100,001 to \$250,000
ESML	iShares ESG Aware MSCI USA Small-Cap ETF	\$100,001 to \$250,000
SCHH	Schwab U.S. REIT ETF	\$100,001 to \$250,000
VCEB	Vanguard ESG US Corporate Bond ETF	\$50,001 to \$100,000
MMDA12	FDIC Insured Deposit Account IDA12 Not Covered by SIPC	\$50,001 to \$100,000



CREATIVE PLANNING

Trust Company

Schedule B

GOWING SCHRIER QUALIFIED BLIND TRUST

Creative Planning Trust Company, LLC Fee Schedule

Service	Pricing
Annual Fee for Trust Administration	.35% on all assets managed by CPTC up to \$5 MM 0.25% on assets over \$5 MM Assets above \$25 MM are quoted upon review
Trust Income Tax Returns	\$1,500 ¹ per trust
Unique Assets	\$1,000 ² per position
Estate/Trust Settlement or Financial Power of Attorney	\$175 per hour

¹This is the base tax preparation fee. Actual fee may be higher if the trust owns complex assets.

²Any outside management fees will be paid by the trust to the outside managers without markup.

Creative Planning Trust Company, LLC, does not charge a fee for the following: Account Opening, Account Closing, Transfers, or Minimum Fees.

The Annual Fee for Trust Administration ("Fee") charged by Creative Planning Trust Company, LLC, (CPTC) is separate from the fees for investment management provided by our affiliate, Creative Planning, LLC (CPI). The Fee shall be charged and collected on a quarterly basis in arrears. The trust administration services provided in exchange for the Fee includes trust recordkeeping, reporting and accounting, communications with beneficiaries of the Trust and their other advisors, the issuance of distributions and the payment of expenses.

The services provided in exchange for the Fee do not include wealth management services provided by CPI, the administration of non-marketable assets, the preparation of income and estate tax returns, estate and trust settlement, or legal actions, such as probate and litigation proceedings. In the event the Trust is expected to incur a charge for a matter not included within the Fee, CPTC will notify the Client beforehand of the nature of the matter and the anticipated amount of the charge.

If CPTC is discharged as trustee of the Trust in accordance with the Trust or applicable law, CPTC's fees shall be prorated through the date of completion of the transfer of the administration of the Trust to the successor trustee.

CPTC reserves the right to change its fees upon 60 day's written notice.

Schedule B



GOWING SCHRIER QUALIFIED BLIND TRUST

Creative Planning, LLC Fee Schedule

Service

Pricing

Investment Management Fee

.75% annually on all assets under management

The Advisor's fee for investment management services provided will be based upon a percentage of the market value of the Assets under management. The annual fee will be paid quarterly, in arrears, based upon the market value of the Assets on the last business day of the previous quarter.


The Assets of the Trust will be held by an independent custodian, not Advisor. Commissions and/or transaction fees are generally charged for effecting securities transactions and the brokerage commissions and/or transaction fees charged to the Trust for securities brokerage transactions are exclusive of, and in addition to, Advisor's fee.

**CERTIFICATION OF INDEPENDENCE
OF TRUSTEE OF QUALIFIED BLIND TRUST**

Trust Name: Gowing Schrier Qualified Blind Trust

With respect to the trust of Representative Kimberly (Schrier) Gowing and David N. Gowing (Grantors), which has been submitted to the U.S. House Committee on Ethics for approval as a blind trust pursuant to § 102(f) of the Ethics in Government Act of 1978, as amended (the Act), the undersigned proposed Trustee of such trust, or an officer or employee of the undersigned, is eligible to serve in such a capacity in accordance with § 102(f)(3)(A) of the Act:

1. The undersigned is:
 - ☒ (X) a financial institution;
 - ☐ () an attorney;
 - ☐ () a certified public accountant;
 - ☐ () a broker under the definition set forth in § 3(a)(4) of the Securities and Exchange Act of 1934 (15 U.S.C. § 78c(a)(4)); or
 - ☐ () an investment advisor who, other than with respect to his or her involvement with this trust, is generally involved in his or her role as such an advisor in the management or control of trusts.
2. The undersigned and any other entity designated in the trust instrument to perform fiduciary duties:
 - (a) Is independent of and not associated with any interested party so that the trustee or other person cannot be controlled or influenced in the administration of the trust by any interested party (an "interested party" is defined in § 102(f)(3)(E) of the Act);
 - (b) Is not and has not been an employee of or affiliated with any interested party and is not a partner of, or involved in any joint venture or other investment with, any interested party; and
 - (c) Is not a relative of any interested party (a "relative" is defined in § 109(16) of the Act).
3. The undersigned certifies that any officer or employee of the undersigned person or entity who is involved in the management or control of the trust:
 - (a) Is independent of and not associated with any interested party so that such officer or employee cannot be controlled or influenced in the administration of the trust by any interested party;¹
 - (b) Is not a partner of, or involved in any joint venture or other investment with, any interested party; and
 - (c) Is not a relative of any interested party.

Certified by  Date 10/12/2022

Name of Trustee: Creative Planning Trust Company LLC

Address: 741 Caughlin Pkwy., Ste. 6 Reno, NV 89519

¹ Any employees of Creative Planning Trust Company LLC who have prior knowledge of grantors' specific financial objectives will not be involved in the management or control of the Trust, and may not participate in any communications or discussions regarding the Trust.

**CERTIFICATION OF INDEPENDENCE
OF INVESTMENT ADVISOR OF QUALIFIED
BLIND TRUST**

Trust Name: Gowing Schrier Qualified Blind Trust

With respect to the trust of Representative Kimberly Schrier and David N. Gowing (Grantors), which has been submitted to the U.S. House Committee on Ethics for approval as a blind trust pursuant to § 102(f) of the Ethics in Government Act of 1978, as amended (the Act), the undersigned proposed Investment Advisor of the Trust hereby makes the following representations and certifications:

1. The undersigned is:
 (☒) a financial institution;
 () an attorney;
 () a certified public accountant;
 () a broker under the definition set forth in § 3(a)(4) of the Securities and Exchange Act of 1934 (15 U.S.C. § 78c(a)(4)); or
 () an investment advisor who, other than with respect to his or her involvement with this trust, is generally involved in his or her role as such an advisor in the management or control of trusts.
2. The undersigned and any officer or employee of the undersigned person or entity who is involved, or who will be involved in the management or control of the Trust:
 - (a) is independent of and not associated with any interested party so that such officer or employee cannot be controlled or influenced in the administration of the Trust by any interested party;¹
 - (b) is not a partner of, or involved in any joint venture or other investment with, any interested party; and
 - (c) is not a relative of any interested party.
3. The undersigned certifies that before adding any officers or employees to the team servicing the Trust account, it will confirm that any such officer or employee does not have a relationship described in paragraph 2. If an officer or employee does disclose a relationship described in paragraph 2, the undersigned will implement commercially reasonable measures to prohibit such officer or employee from participating in the management or control of the Trust

Certified by  Date 10-13-22

Name of Investment Advisor: Creative Planning, LLC

Address: 5454 W. 110th Street, Overland Park, KS 66211

¹ Employees of Creative Planning LLC currently provide services to the grantors unrelated to the Trust ("other services"). Such employees will not be involved in the management or control of the Trust, and may not participate in any communications or discussions regarding the Trust. Any officer or employee of Creative Planning LLC who will be involved in the management or control of the Trust will not have access to any information or files related to the other services provided to grantors, and may not participate in any communications or discussions regarding the other services. Likewise, any employee of Creative Planning LLC who provides other services to grantors will not have access to any information or files related to the Trust.