

TRUST AGREEMENT - IRREVOCABLEPARTIES:

The parties to this trust agreement are Arthur J. Balogh (grantor) and Arthur J. Balogh (trustee), for the benefit of Richard A. Balogh, beneficiary.

DECLARATIONS:

Grantor owns the property listed on Schedule A, attached hereto and incorporated herein. The grantor and trustee are the same person.

TERMS:

The parties agree:

1. Transfer into Trust

- (a) Grantor hereby transfers a 45 percent undivided interest as tenant-in-common in the real and personal property mentioned in the declarations to trustee to be held by trustee under the terms of this trust agreement.
- (b) Trustee shall forthwith transfer the legal title to the trust property from grantor to trustee to be held by trustee under the designations:
Arthur J. Balogh, trustee under instrument dated this 29th day of May, 1981, for the benefit of Richard A. Balogh.
- (c) Grantor may from time to time transfer other money or property that he may own to trustee under this trust agreement.

2. Trust Income

- (a) Trustee shall pay or apply all or any part of the net trust income for the necessary maintenance, care and health, of Richard A. Balogh.
- (b) Any net trust income not paid or applied by trustee under subsection (a) shall be added to trust principal.

3. Trust Principal

Trustee in his discretion shall pay or apply all or any part of the trust principal for the necessary maintenance, care and health of Richard A. Balogh.

4. Trustee's Authority

Trustee shall have all authority helpful and appropriate to the duties under this trust including, but not limited to authority to:

- (a) transfer title to trust income or principal;
- (b) invest, sell and reinvest trust income and principal in such manner as trustee deems prudent without being limited to fiduciary investments;
- (c) purchase as trust principal any real or personal property as trustee deems to be in the best interests of the trust; and
- (d) pay all reasonable and necessary trust expenses from trust income or principal as trustee deems best.

5. Compensation and Expenses

All reasonable and necessary trust expenses shall be paid from trust income or trust principal.

6. Successor Trustee

Richard A. Balogh shall be the successor trustee under this agreement in the event the trustee dies, or resigns. In the event Richard A. Balogh is unwilling or unable to be the successor trustee, then Gary L. Balogh shall be the successor trustee. Any successor trustee under this agreement shall be treated for all purposes as the trustee under this agreement. Grantor shall not have the right to remove any trustee or successor trustee.

7. Irrevocable Trust

This trust is irrevocable. Neither the grantor nor any other person has the power to amend this agreement, or to withdraw assets from the trust (other than for the use of the beneficiary as provided in this agreement).

8. End of Trust

This trust shall end on the earlier of the day of grantor's death, or January 1, 1992. At the end of the trust, trustee shall wind up its affairs and convey free of trust all accumulated trust income and all trust principal to Richard A. Balogh.

9. Assignment

Neither the principal nor the income of the trust estate shall be liable for the debts of any trust beneficiary, nor shall the same be subject to seizure by any creditor of any trust beneficiary under any lien or proceeding at law or in equity, and any trust beneficiary shall not have power to sell, assign, transfer, encumber, or in any other manner to anticipate or dispose of his interest in the trust estate or the trust income.

10. Miscellaneous

- (a) This written trust agreement constitutes the entire contract between the parties.
- (b) This trust agreement shall be governed by the laws of the State of Oregon and, where applicable, the laws of the United States of America.

Dated this 29th day of May, 1981.

ACCEPTED:

A. J. Balogh
Trustee

A. J. Balogh
Grantor

Arthur J. Balogh and Arthur J. Balogh signed
the foregoing trust agreement in our presence this 29th day of May, 1981.

James A. McDonald
Witness

James A. McDonald
Witness

STATE OF OREGON)

ss.

County of Multnomah

Arthur J. Balogh and Arthur J. Balogh personally appeared before me on May 29th, 1981, and signed the foregoing trust agreement stating that it was signed by each of them freely and voluntarily.

James A. McDonald
Notary Public for Oregon
My commission expires: 1-27-84

3 - TRUST AGREEMENT - IRREVOCABLE

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE ORIGINAL THEREOF.

James A. McDonald

SCHEDULE A

The real property, together with the personal property situated thereon, located in Skamania County, Washington, legally described as:

The Southwest Quarter (SW 1/4) of Section Twenty-Eight (28), Township Two (2) North, Range Five (5) East of the Willamette Meridian.