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FILED FOR RECORD
SKAMANIA CO. WASH
BY THOMAS H. ANDERSON

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d. New, Og.
AUDITOR
GARY H. OLSON

SWIGERT
AGREEMENT OF AMENDMENT
OF
PRINDLE TRUST AGREEMENT

THIS AGREEMENT, made and entered into this 1st
day of March, 1977, by and between ERNEST G.
SWIGERT, in his individual capacity, hereinafter called the
"Settlor", and ERNEST G. SWIGERT, in his capacity as Trustee
hereunder, hereinafter called the "Trustee",

W I T N E S S E T H:

WHEREAS, Settlor and Trustee did heretofore enter
into a Trust Agreement dated January 21, 1961; and

WHEREAS, Settlor desires to amend said Trust
Agreement as set forth below and Trustee hereby agrees and
consents to such amendment;

NOW, THEREFORE, said Trust Agreement dated
January 21, 1961 is hereby amended and restated in its
entirety to read as follows:

WHEREAS, the Settlor owns (a) certain real
property at or near Prindle in Skamania County, Washington,
consisting of land and certain buildings and other
improvements located thereon including, but not limited
to, a main residence, a residence west of the tennis court,
guest houses, a caretaker's cottage, a tennis court,
garages, a swimming pool, a boat dock and boat houses, which

AFTER RECORDING, RETURN TO:

Thomas H. Anderson, Esq.
1200 The Bank of California Tower
707 S.W. Washington Street
Portland, Oregon 97205

Glenda J. Kimmel, Skamania County Assessor

1-5-1-500 8501
1-5-11-1-2400
1-5-2-500 23500

Registered \$
\$
\$
\$
\$

said real property is described in Item No. 1 of Schedule "A" attached hereto and is sometimes hereinafter referred to as the "Prindle Real Property," and (b) certain personal property which is located on, and is customarily used by the Settlor and his family in connection with, the above described real property, which said personal property includes, but is not limited to, household furniture and furnishings, garden and landscaping equipment, boats (but not including the vessel "Vorlag" presently owned by Settlor or any boats owned by any third parties) and boating and sports equipment and is sometimes hereinafter referred to as the "Prindle Personal Property" (which real and personal property is sometimes hereinafter referred to collectively as the "Prindle Property"); and

WHEREAS, Settlor desires to have said Prindle Property available for the joint and cooperative use (a) during his lifetime, by himself, his wife, his children and his grandchildren, and (b) after his death, by his wife, children and grandchildren; such use to be available as hereinafter provided; it being the Settlor's desire that the said Prindle Property shall be treated, generally speaking, as "family" property to be available to all of his children and grandchildren on a fair basis and that said Prindle Property not be thought of by his wife, children and grandchildren as property subject to "inheritance" and immediate division and disposition upon Settlor's death; and

WHEREAS, in order to accomplish his purposes, desires and intention which have been set forth in general terms

above, the Settlor has determined to place said Prindle Property (together with certain income producing property to provide funds to assist in maintaining and paying for the expenses of said Prindle Property) in trust subject to the terms and conditions set forth hereinbelow and, with a view thereto, has transferred, assigned, conveyed and delivered to the Trustee the properties itemized and set out in Schedule "B" hereto annexed and by this reference made a part hereof, and also may, from time to time, make further transfers and deliveries of property to be added to this Trust and be held by the Trustee in trust for the purposes and uses and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, it is agreed and declared by the parties to this Agreement as follows:

ARTICLE I

Such titles and interests as Trustee has now received or may hereafter acquire in said Trust property, and such other property as may be hereafter added thereto and accepted by him shall be vested exclusively in the Trustee and held, managed, administered and distributed by him in trust for the purposes and uses and upon the terms and conditions hereinafter set forth.

ARTICLE II

During his lifetime the Settlor reserves the right to amend, modify, or revoke this Trust in whole or in part,

at any time or times, by giving written notice thereof to the Trustee, and such amendment, modification, or revocation shall be effective immediately upon delivery of such notice to the Trustee, except that the Trustee's duties, liabilities, or compensation may not be altered or changed without the Trustee's consent, and any changes or revocation shall not affect actions previously taken by the Trustee acting pursuant to the terms hereof. Upon the death of the Settlor, if the Trust has not been theretofore revoked or terminated, it shall thereupon become irrevocable.

ARTICLE III

Except as hereinafter limited and qualified, the Trustee shall hold and manage the Trust Estate for the use and benefit of the beneficiaries herein named or described, and in addition to all powers conferred by law and by the other provisions of this Agreement, shall have the sole right and power, without prior approval or subsequent confirmation of any court, and as the Trustee in his sole discretion may deem right and reasonable:

- (a) To receive and collect principal, income, rents and profits of the Trust Estate and to receipt therefor; to settle claims of or against said Trust, or the Trustee, by compromise, stipulation or otherwise for the benefit of the Trust Estate and to give receipts, releases, discharges, satisfactions and acquittances therefor and to bring suits or other legal proceedings at law, in equity, or otherwise, and to exercise and execute his discretion as to the proper proceedings to enforce or resist any claim of or against the Trust, or whether legal proceedings shall be taken at all, or whether an accord and satisfaction, compromise, or other method be taken to settle such claim or claims, and any property acquired by the Trustee under judicial sale, or otherwise, in the enforcement or compromise of any such claim or claims,

shall be and become a part of the Trust Estate and shall be dealt with as such by the Trustee.

- (b) To retain in kind property received by the Trustee, now or hereafter, from the Settlor, or otherwise, or in the discretion of the Trustee, to sell, mortgage, convert, exchange, pledge, improve, partition, develop or otherwise dispose of all or any portion of the Trust property under such terms and conditions as the Trustee shall deem reasonable, and to convey said property, or any part thereof, by deed, assignment, bill of sale or otherwise as required; provided, however, at any time when the Settlor is not serving as Trustee hereunder, whether by reason of disability, resignation, death or otherwise, the Trustee shall not (except as otherwise provided in ARTICLE IV hereinbelow) sell, mortgage, convert, exchange, pledge, partition or otherwise dispose of all or any portion of the Prindle Real Property without having received the prior written consent of those beneficiaries required to consent thereto under the provisions of ARTICLE XIII hereinbelow.
- (c) To invest and reinvest the properties and funds of this Trust (other than the Prindle Property), from time to time, in any properties, real or personal, tangible or intangible, or otherwise, including without limitation, investment in common or preferred stocks as said Trustee in his sole discretion shall deem desirable, and said Trustee is expressly relieved from the limitations, restrictions or provisions for investment of trust funds prescribed by the present or any subsequent laws of any state or other governmental body or agency.
- (d) To appoint agents and issue proxies for the conduct of the affairs of said Trust and to exercise any and all rights, privileges and powers at any time arising or existing in respect of shares of stock, common, preferred or otherwise, or any other securities held in this Trust.
- (e) To enter into joint ventures, and to lease or let property for any period of time, and to enter into contracts, and into voting trusts, all without regard to the term of this Trust, and also to issue instruments of guaranty for the benefit of the Trust.
- (f) To determine what shall constitute principal of the Trust Estate and what shall constitute gross income or net income therefrom, provided, however, that gains from the sale of any of the Trust corpus shall, after deducting all taxes and expenses

in connection therewith, be treated as part of the Trust principal.

- (g) To hold any part of the Trust Estate in the name of the Trustee, either with or without disclosing a fiduciary relationship, provided that the records of the Trustee shall at all times show the true status of the ownership of all properties so held.
- (h) To borrow money.
- (i) To manage, improve, replace, add to, protect and administer the properties held in Trust, in such manner and under such terms and conditions as shall in the sole discretion of the Trustee be deemed necessary or advisable to carry out the intention hereof; provided, however, any such improvements, replacements, or additions shall, for purposes of this Agreement, be considered to be a part of the "Prindle Real Property," the "Prindle Personal Property" or the "Prindle Property," as the case may be.

ARTICLE IV

The Trustee shall hold, manage, administer and distribute the property of the Trust Estate and the income therefrom in trust for the following uses and purposes:

- A. During such time as the Settlor, ERNEST G. SWIGERT, shall be acting as Trustee hereunder, the Trustee shall pay all or any part of the income of the Trust Estate to the Settlor or for any purpose whatsoever as the Trustee in his absolute and sole discretion may decide.
- B. During such time as anyone other than the Settlor, ERNEST G. SWIGERT, is acting as Trustee hereunder:
 - (1) The income of the Trust, after provision is made for income taxes, if any, shall be applied in payment of expenses incident to the operation and maintenance of the Trust and the Prindle Property including, but not limited to, such expenses and costs as property taxes, insurance, repairs, maintenance, water, utilities, gardening, etc., and to the extent that any income of the Trust is not used in any calendar year in payment of such costs and expenses, it shall be accumulated; provided, however, when any beneficiary makes extensive use of any particular residence the Trustee in his discretion may request such beneficiary to pay the utilities and normal maintenance of such premises on the same basis as user's contributions are provided in the following subparagraph (2).
 - (2) It is the Settlor's desire that expenses of the Trust and the Prindle Property in any one calendar year in excess of the Trust income for that year shall be paid first from any accumulated income of the Trust then on hand, and second, if possible, by

the adult beneficiaries (other than Settlor and his wife, FRANCES T. SWIGERT) of the Trust on a contributory basis bearing some reasonable relation to the use which said beneficiaries (and their families and guests) shall have made of the Prindle Property during said year. At such time or times as such user-contributions are needed, the Trustee shall make requests for such contributions from said adult beneficiaries and it is Settlor's hope and trust that the said beneficiaries will comply with the Trustee's requests for such user-contributions and will accept without controversy the Trustee's judgment as to the total amount of such contributions requested and the allocation of such amount among the respective beneficiaries; provided, however, in the event any beneficiary (or group of beneficiaries) who is making primary use of any particular residence declines to make such user-contribution as requested by the Trustee, then the Trustee, in his discretion, may decline to pay all or any expenses of maintenance, upkeep or use related to such particular residence while such declination to make such user-contributions continues.

- (3) If the expenses of the Trust and the Prindle Property in any calendar year are in excess of the funds received or held by the Trustee in the way of annual income or accumulated income or user-contributions, then the Trustee shall pay such expenses from that portion of the principal of the Trust Estate other than the Prindle Property.
- (4) Expenses for any capital improvements or replacement of the Prindle Property may be paid first from annual income (after payment of all known noncapital expenses), if any is available, then from accumulated income, if any, and then from the principal of the Trust Estate other than the Prindle Property.

C. ERNEST G. SWIGERT and FRANCES T. SWIGERT each shall have preferential use of the Prindle Property (and especially of the main residence) and, subject to such use and to the provisions of Paragraph D of this ARTICLE IV below, said Prindle Property shall be made available for the use of those of the Settlor's children and

grandchildren who choose to use it, at such times and in such manner as shall be determined by the Trustee in his sole discretion.

- D. In determining the use to be made of the Prindle Property by the Settlor's respective children and grandchildren it is the Settlor's intention and direction: that the Trustee or Trustees, as the case may be, shall apply reasonable and equitable standards; that the relative use of the Prindle Property by the respective beneficiaries need not be equalized over any period of time; that any beneficiary who has made regular use of a particular residence constituting a part of the Prindle Real Property over a long period of time, including periods prior to Settlor's death, shall have preferential consideration for continuing use of that particular residence, but such preferential consideration shall not apply to more than one residence for any beneficiary. The Settlor anticipates that the beneficiaries will, from time to time, have guests who will use the Prindle Property in a reasonable manner but the use of the Prindle Property by the guests of any beneficiary shall not have priority over the use of the Prindle Property by the other beneficiaries; provided, however, while any beneficiary is alive it is the Settlor's intention that use by that beneficiary's immediate family (i.e., spouse and children) shall be considered to be use by that beneficiary.

- E. It is the Settlor's hope that there will never be any controversy between the beneficiaries

regarding their relative privileges, rights and duties with respect to the use of the Prindle Property, but in the event of any such controversy, it is the Settlor's intention and direction that the Trustee's decision on any such matter shall be conclusive.

- F. In the event any beneficiary, any member of his or her family, or any of his or her guests causes any damage to the Prindle Property over and above normal wear and tear, then the amount, if any, which such beneficiary shall be requested and/or required to pay to the Trustee in compensation for such damage, shall be determined by the Trustee in his sole discretion.
- G. If not terminated earlier as provided hereinbelow, this Trust shall terminate on the date of death of the last to die of the Settlor, the Settlor's wife, FRANCES T. SWIGERT, and the Settlor's children, NANNIE SWIGERT WARREN, ERNEST C. SWIGERT, HENRY T. SWIGERT and ELIZABETH SWIGERT SNOW, or on the date that all of the principal of the Trust Estate other than the Prindle Property shall have been exhausted, whichever date is earlier.
- H. Notwithstanding the foregoing, at any time after the death of the Settlor, this Trust may be terminated upon written consent of those beneficiaries required to consent thereto under the provisions of ARTICLE XIII hereinbelow (which consent shall be considered to have been given at the time of any sale of all, or the last portion, of the Prindle Real Property pursuant to the power granted the Trustee in subparagraph (b) of ARTICLE III hereinabove).
- I. Upon termination of the Trust, Trustee shall forthwith have all of the Prindle Real Property appraised on a fair market value basis, by competent, independent, professional real estate appraiser; and upon receipt of such appraisal, the Trustee shall send a copy of such appraisal to each then living children and grandchildren of the Settlor who are then over the age of twenty-one (21) years and the Trustee shall, after having given at least sixty (60) days' written notice to each such child and grandchild of proposed sale, proceed forthwith to sell the Prindle Real Property to any such child or grandchild who is willing and able to pay such appraised price for such property and if two or more such children or grandchildren offer to pay such appraised price, then the property shall be sold to the highest bidder between them and if no such child or grandchild is

willing and able to purchase the property at the appraised price then the property shall be sold to the highest third-party bidder (even if the sale price is less than the appraised price) unless the then living children or grandchildren of the Settlor over the age of twenty-one (21) years shall agree in writing that said Prindle Real Property shall be distributed as in the next sentence provided. Subject to the foregoing, upon termination of this Trust, the Trust property (including any portion of the Prindle Real Property not sold as provided in the preceding sentence) and any proceeds from any sale of any portion of the Prindle Property shall be forthwith distributed in equal shares to those of the Settlor's children, NANNIE SWIGERT WARREN, ERNEST C. SWIGERT, HENRY T. SWIGERT and ELIZABETH SWIGERT SNOW, who are then surviving and if any of said children are not then surviving but shall leave issue surviving, such deceased child's share shall go to his or her issue then living in equal shares by right of representation.

- J. Any sale or distribution of property of the Trust (including the proceeds of sale of any portion of the Prindle Property) upon termination of the Trust shall be carried out promptly and in no event later than three (3) years after the date established in Paragraphs G and H above for termination of the Trust.
- K. As one principle to guide the Trustee in making any sale to the beneficiaries of all or any portion of the Prindle Real Property as hereinabove provided, it is the Settlor's wish that, all other things being equal, any beneficiary who shall have used extensively a particular residence constituting a part of the Prindle Real Property or shall have made extensive capital improvements thereon at his or her own expense, shall have preferential right with respect to the purchase of that particular residence (but not more than one such residence) upon termination of this Trust.

ARTICLE V

A. In the event of the failure of the Settlor for any reason, during his lifetime, to act and continue to act as Trustee hereunder, whether by reason of disability, resignation or otherwise, then and in that event the Settlor

nominates and appoints HARVEY N. BLACK, of Portland, Oregon, and Settlor's son, HENRY T. SWIGERT, to act as Co-Trustees (or as sole Trustee in the event either is unable or unwilling to act as Trustee) hereunder until the date of Settlor's death and in the event neither of said HENRY T. SWIGERT nor HARVEY N. BLACK is able or willing to act as Trustee hereunder, then and in that event the Settlor nominates and appoints the persons designated hereinbelow in Paragraph B of this ARTICLE V to act as Trustees prior to the Settlor's death as well as after the Settlor's death.

B. Upon the death of the Settlor, the Settlor hereby nominates and appoints those of his children, NANNIE SWIGERT WARREN, ERNEST C. SWIGERT, HENRY T. SWIGERT and ELIZABETH SWIGERT SNOW who survive him to act as Trustees hereunder. In the event any said child of Settlor is unable (by reason of death or legal disability) or unwilling to act as a Trustee hereunder then a child ("designated grandchild") of said child of the Settlor may serve as Trustee in said Settlor's child's place if (a) said "designated grandchild" shall have been designated in writing (i.e., a writing delivered to the other Trustees while said Settlor's child making the written designation is alive) to serve as a Trustee in place of such Settlor's child and (b) said "designated grandchild" is over the age of twenty-one (21) years before it will be permitted to serve as a Trustee. Notwithstanding the foregoing, at any time any of the persons designated above (i.e., Settlor's children or any "designated grandchild") to serve as Trustee does not have his or her principal residence in the vicinity of Portland, Oregon or Prindle, Washington, then such

person shall not serve, or shall cease to serve, as a Trustee until such time as such person's principal residence is in such vicinity, at which time such person shall commence or recommence, as the case may be, to serve as Trustee hereunder. Except as provided above, in the event any said Trustee is at any time unable, by reason of legal disability, or unwilling to act as a Trustee hereunder, then and in that event the others or other of the persons then serving as Trustees shall continue to act hereunder as Trustees or Trustee, as the case may be. In the event none of the persons provided above to serve as Trustees are able or willing to act as Trustees hereunder, then and in that event the Settlor nominates and appoints THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION, Portland, Oregon, to act as sole Trustee hereunder, and said Bank shall alone exercise all the powers herein conferred upon the Trustee. In the event more than two (2) persons are acting as Trustees hereunder at the same time, all acts and decisions of such Trustees shall require the approval of the majority of said Trustees acting at that time and if only two (2) persons are acting as such Trustees at any one time, the acts of said Trustees shall require unanimous approval.

ARTICLE VI

The Trustee shall be entitled to be reimbursed from the Trust Estate for all expenses or charges as the Trustee may deem necessary to incur in the management and protection of the Trust Estate. Any Trustee not related to

Settlor shall be entitled to reasonable compensation from the Trust Estate for his or its services.

ARTICLE VII

Except as provided in ARTICLE II and Paragraph H of ARTICLE IV hereinabove, no beneficiary shall have any transmissible interest in this Trust or in the income therefrom and neither the principal nor the income shall be liable for debts, including alimony and obligation to support, of any beneficiary, and no beneficiary shall have any power to sell, assign, transfer, encumber, or in any other manner to anticipate or dispose of his or her interest in the Trust or the income produced thereby prior to the actual disposition thereof by the Trustee to said beneficiary. All payments of income or principal herein directed or authorized to be made by the Trustee shall be made personally for the purpose or to the beneficiary, as the case may be, for whom or which the payment is intended and, if to a beneficiary, only upon such beneficiary's order or receipt in writing (or if a minor or incompetent then, at the discretion of the Trustee, upon the receipt of such minor or incompetent or his or her guardian or custodian, or otherwise for the benefit of such minor or incompetent).

ARTICLE VIII

The Trustee shall be under no liability whatsoever for mistakes of judgment or for any action or inaction of any kind or character in connection with his functioning under this Trust, except for misappropriation, fraud or deliberate

breach of the conditions of this Trust, and then only as any such action or inaction results in financial gain to the Trustee. Furthermore, the Trustee shall under no circumstances be personally responsible nor shall he assume, or be charged with, any personal liability in any manner for the nature, value or extent of his title as Trustee to any of the property which shall be held in said Trust, nor for any adverse or conflicting claims or interests therein of other persons, nor for the value, validity or collectability of any properties, securities, notes or other papers received by the Trustee, nor for the shrinkage in value from any cause whatsoever in any properties while they are held as a part of the Trust Estate. The Trustee shall serve without bond and shall act without the necessity of prior authorization, subsequent confirmation or order of any court, and shall not be required to make any report or accounting of his management of this Trust to any court or agency thereof.

ARTICLE IX

In the event that, after giving effect to all the preceding provisions of this Trust, any part of the Trust Estate shall be undistributed and there shall be no beneficiary herein provided to receive distribution thereof, then that part of the Trust Estate shall forthwith be distributed outright to the Settlor, if he is then living, or otherwise to MILTON ACADEMY, an educational institution presently located at Milton, Massachusetts, or to any successor institution; provided, however, it is the Settlor's intention and

direction that said institution shall have no claim or right of action whatsoever against any Trustee with respect to the administration of this Trust.

ARTICLE X

The transfer agent and/or registrar for any corporate stock or securities at any time held by the Trustee under this instrument, including the corporation which is the issuer of such stock or securities, shall be entitled to rely, and shall be protected in so relying, on the Trustee's statement as to the status and continued existence of this Trust.

ARTICLE XI

This Trust is established and accepted by the Trustee under the laws of the State of Oregon.

ARTICLE XII

Where provision is made hereinabove (i.e., in paragraph (b) of ARTICLE III and in paragraph H of ARTICLE IV) requiring the "written consent of those beneficiaries required to consent thereto under the provisions of ARTICLE XIII hereinbelow," such provision shall require the consent of the Settlor's wife, FRANCES T. SWIGERT, if she is then living, plus the consent of all of those of Settlor's hereinabove named children who are then living or who are then deceased but who have one or more children (i.e., Settlor's grandchildren) then living over the age of twenty-one (21) years; and the consent of any such deceased child shall be considered to be given if the majority of such deceased child's children

(i.e., Settlor's grandchildren) then living over the age of twenty-one (21) years shall give their consent in the particular situation.

ARTICLE XIII

Any reference in this Trust Agreement to a "grandchild" or "grandchildren" of the Settlor, or to the "issue" of a child or children of the Settlor shall be deemed to mean and include (a) only such grandchild or grandchildren, or such child's or children's issue, born of legal marriages and (b) a person related to a child or grandchild of Settlor by a chain of relationship any step or steps of which are created by legal adoption; provided, however, for purposes of this Trust Agreement, Settlor's granddaughter, FRANCES N. FINLAY (who was born as FRANCES WISHART SWIGERT) who is the natural daughter of Settlor's son, ERNEST C. SWIGERT, born of his marriage (subsequently terminated by divorce) to ELLEN FORD SWIGERT, shall regardless of any adoption of Settlor's said granddaughter, be treated, and shall be included, as a "grandchild" of Settlor and as a "child" and "issue" of Settlor's said son, ERNEST C. SWIGERT.

ARTICLE XIV

Wherever in this Trust Agreement the context may require, the masculine, feminine and neuter genders shall be deemed to include the other or others; the singular and plural numbers (including the words "Trustee" and "Trustees") shall each be deemed to include the other.

IN WITNESS WHEREOF, ERNEST G. SWIGERT, in his capacity as Settlor and as Trustee, has executed this Agreement as of the day and year first hereinabove written in the presence of the witnesses whom he has requested to subscribe to the same.

Ernest G. Swigert (SEAL)
Ernest G. Swigert, Settlor

Ernest G. Swigert (SEAL)
Ernest G. Swigert, Trustee

The foregoing instrument, consisting of seventeen (17) typewritten pages, including the page following, was on the date above mentioned, signed, sealed, published and declared by the said ERNEST G. SWIGERT (in his capacity as Settlor and as Trustee), in our presence and at his request and in his presence and in the presence of each other, we do hereunto subscribe our names as witnesses thereto.

B. J. Ball Residing at 14350 S.W. Kimbrough Dr.
Beaverton, Ore

Nancy M. Ferrin Residing at 2919 S.E. Woodward
Portland, Oregon

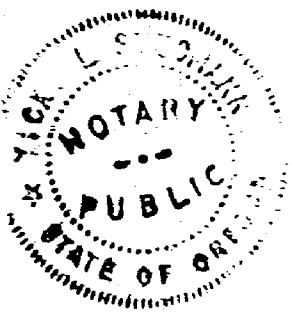
Lucas M. Hubner Residing at 768 N.W. 19th Ave
Portland, Oregon

STATE OF OREGON)
) ss.
County of Multnomah)

On this 15th day of MARCH, 1977,
before me, the undersigned, a Notary Public in and for said

County and State, personally appeared the within named ERNEST G. SWIGERT who is known to me to be the identical individual described in and who executed the within instrument as Settlor and as Trustee, and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Vick L. Heyman
Notary Public for Oregon

My commission expires: June 9, 1979

SWIGERT

PRINDLE TRUST AGREEMENT

AS AMENDED, 1976

SCHEDULE "A"

Item
No.

Description of Prindle Real Property

1. The following described real property situated in the County of Skamania, State of Washington, to wit:

PARCEL A

Commencing at a point One Hundred and Ninety (190) feet North of Meander corner of section line between sections 11 and 12, Township One (1) North, Range Five (5) East of the Willamette Meridian, said point being initial point of survey and being the south line of the Right-of-way of the S. P. & S. Railway; thence along the said line S. 68° 24' west paralleling the center line of said S. P. & S. Railway 100 feet dist. four hundred and ninety feet. Thence south 43 degrees west two hundred (200) feet; thence south 15 degrees 30' east one hundred fifty (150) feet; thence following the meander line of river as follows: south 77 degrees 30' east ninety-nine (99) feet, north 77 degrees 15' east ninety-nine (99) feet. East One hundred and thirty two (132) feet, north 6 degrees 45' east ninety-nine (99) feet, north 63 degrees 30' east one hundred and ninety-eight (198) feet, north 10 degrees west 92.4 feet, south 80 degrees 30' east 52.4 feet to the meander corner above described; thence north along section line one hundred and ninety (190) feet to initial point and place of beginning;

TOGETHER WITH all shorelands of the second class situate in front of, abutting, adjacent or contiguous to the above described real property as described in deed from the State of Washington dated June 6, 1929, and recorded June 28, 1929 at page 208 of Book "W" of Deeds, Records of Skamania County, Washington; and

TOGETHER WITH the use of the road leading to the Columbia River, the use of the landing thereon and a Water Right from the First Spring West of School House near said real property, the capacity of pipe at intake to be three and one-half inches and at point of delivery, one and one-fourth inches, and

including permission to cross property owned by E. H. Prindle and Frances C. Prindle on September 17, 1918, in laying said pipe, said pipe to be laid at least twelve inches below the surface of the ground, all as described in that certain deed dated September 17, 1918 from E. H. Prindle and Frances C. Prindle, as grantors, to Rena G. Swigert, as grantee, recorded September 20, 1918, at page 563 of Book "Q" of Deeds, Records of Skamania County, Washington, as corrected by that certain deed dated September 10, 1928 from E. H. Prindle (unmarried), as grantor, to Rena G. Swigert, as grantee, recorded September 20, 1928 at page 2 of Book "W" of Deeds, Records of Skamania County, Washington; and

TOGETHER WITH the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the above described real property.

PARCEL B

A tract of land located in government lots 3 and 4 in Section 11, Township 1 North, Range 5 E.W.M., described as follows:

Beginning at a point on the southerly boundary of the Spokane, Portland and Seattle Railway right of way 40 feet distant from the northwest corner of a tract of land conveyed to Rena G. Swigert by deed dated September 17, 1918 and recorded at page 563 of Book Q of Deeds, Records of Skamania County, Washington; thence in a southwesterly direction following the southerly boundary of said railroad right of way to the easterly line of a tract of land conveyed to D. McPherson by deed dated March 18, 1905, and recorded at page 116 of Book I of Deeds; thence south $46^{\circ} 15'$ east along the east line of said McPherson tract to intersection with the meander line of the Columbia River; thence northeasterly following the meander line of the Columbia River to a point 40 feet distant from the southwest corner of the said Swigert tract; thence northerly along a line 40 feet distant from and parallel to the westerly line of the said Swigert tract to the point of beginning; and

TOGETHER WITH the right to take and convey water in a pipe not to exceed three-fourths ($3/4$) inches in diameter, from a certain spring on the north side of the "North Bank Highway", to the above described tract of land, said pipe to be buried at least eight (8) inches in the ground; rights and privileges of the grantor in regard to two (2) grade crossings over and across the S. P. & S. Ry. right of way; and all other appurtenances to the said premises; and

SCHEDULE "A"

TOGETHER WITH all shorelands of the second class fronting and abutting upon the above described real property as described in deed from the State of Washington dated October 29, 1940, and recorded December 6, 1956, at page 39 of Book 43 of Deeds, Records of Skamania County, Washington; and

TOGETHER WITH all tenements, hereditaments and appurtenances belonging or in any wise appertaining to the above described real property.

PARCEL C

A permanent easement and right of way for the purpose of constructing, maintaining, using, repairing and replacing underground pipelines through that certain real property owned by Dingeman Bajema and Carolyn M. Bajema, husband and wife, on July 21, 1960 and situated in the Northeast Quarter of Section 11, Township One North, Range Five East of the Willamette Meridian, known as Prindle Township, Skamania County, State of Washington, said easement and right of way being more particularly described as follows:

A right of way twelve feet in width, being six feet on either side of the following described center line. Beginning at a point in the center of State Highway #8, at Station 543 plus 50 over a 3 foot by 3 foot box culvert, said point being south 476.06 feet and west 1553.86 feet from the northeast corner of section Eleven, Township one North, Range Five East of the Willamette Meridian, in Skamania County, Washington and running thence South 11 degrees 55 minutes East 51.50 feet, then South 71 degrees 39 minutes East 81.50 feet to the southerly line of said Highway #8 and the true Point of beginning of this easement. Running thence South 71 degrees 39 minutes East 104.72 feet, thence South 58 degrees 21 minutes East 663.95 feet, to a point from which C. E. Boyles N. E. corner bears South 41 degrees 26 minutes West 65.30 feet, thence from last said point North 59 degrees 37 minutes East 158.02 feet to a point in a county Road known as the Prindle Road, and recorded as Main Street in Stevenson, Washington;

All as more fully set forth in that certain Easement Deed dated July 21, 1960, from Dingeman Bajema and Carolyn M. Bajema, as grantors, to Ernest G. Swigert, as grantee, recorded July 22, 1960 at page 351 of Book 47 of Deeds, Records of Skamania County, Washington.

SCHEDULE "A"

PARCEL D

The Northwest quarter of the Southwest quarter; the South half of the Southwest quarter; and the Southwest quarter of the Southeast quarter of Section 1, Township 1 North, Range 5 East of the Willamette Meridian;

EXCEPT that portion thereof lying Southerly of the right of way acquired by the State of Washington for Primary State Highway No. 8;

AND EXCEPT the following described tract conveyed to Wright Harris by deed dated January 16, 1934; Beginning at the Southwest corner of Section 1, Township 1 North, Range 5 East of the Willamette Meridian; thence East 2,000 feet; thence North 248.3 feet; thence North 56° 20' East 625.2 feet to the initial point of the tract hereby described; thence North 51° 33' East 131.6 feet; thence South 57° 33' East 76.2 feet; thence South 46° 14' East 67.2 feet; thence South 29° 30' East 88 feet to the North line of Primary State Highway No. 8; thence South 57° 20' West along the North line of said highway 307.93 feet; thence North 248.3 feet to the initial point; together with water rights and easements for water pipelines appurtenant thereto;

AND EXCEPT the following described tract conveyed to George H. Perry by deed dated February 10, 1948; Beginning at the Southwest corner of Section 1, Township 1 North, Range 5 East of the Willamette Meridian; thence East 2,000 feet; thence South 23 feet to the Northerly line of Primary State Highway No. 8; thence North 57° 20' East along the Northerly line of said highway 993.13 feet to the initial point of the tract hereby described; thence North 29° 30' West 93.5 feet; thence North 46° 14' West 82 feet; thence North 57° 35' West 82.7 feet; thence North 22° 05' East 145 feet; thence North 52° 00' East 100 feet; thence North 62° 42' East 275 feet; thence North 84° 10' East 94 feet; thence South 33° 06' East 196.92 feet to County Road; thence following the Northerly line of said County Road 30° 15' West 128 feet to the Northerly line of Primary State Highway No. 8; thence South 57° 20' West 389.07 feet to the initial point; together with water rights and easements for water pipelines appurtenant thereto;

AND EXCEPT the following described tract acquired by Loyd O. Ward described as follows: Beginning at a point on the Northerly line of Primary State Highway No. 8 East 2,000 feet and South 23 feet from the Northwest corner of Section 12,

Township 1 North, Range 5 East of the Willamette Meridian; thence following the Northerly line of said highway North $57^{\circ} 20'$ East 625.2 feet; thence North to intersection with the Southerly line of the access road easement granted to the United States of America by deed dated April 2, 1942, and recorded at page 45 of Book 29 of Deeds, Records of Skamania County, Washington; thence following the Southerly line of said access road in a Westerly direction to a point North of the point of beginning; thence South to the point of beginning; together with water rights and easements for water pipeline appurtenant thereto;

AND EXCEPT a tract of land acquired by Skamania County described as follows: Beginning at the intersection of the North line of Government Lot 1 of Section 1, Township 1 North, Range 5 East of the Willamette Meridian, with the Northerly right of way line of Primary State Highway No. 8, said point being 251.5 feet East of the Northeast corner of the Southwest quarter of the Southeast quarter of the said Section 1; thence West 668.7 feet; thence South 428.82 feet to the Northerly right of way line of said highway; thence in a Northeasterly direction following the Northerly right of way line of said highway to the point of beginning.

PARCEL E

The Southeast quarter of Section 2, Township 1 North, Range 5 East of the Willamette Meridian.

PARCEL F

All that portion of the Northwest quarter of the Northeast quarter and of Government Lot 4 of Section 11, Township 1 North, Range 5 East of the Willamette Meridian, lying Northerly of the right of way acquired by the State of Washington for Primary State Highway No. 8;

EXCEPT a tract of land conveyed to J. J. Ryan by deed dated July 9, 1923, described as follows: Beginning at a point on the Northerly line of Primary State Highway No. 8 South $85^{\circ} 52'$ West 195.5 feet from the Northwest corner of the property owned by School District No. 9; thence along the old Gunther Gattanini Road North $38^{\circ} 03'$ West 116 feet; thence North $08^{\circ} 01'$ West 150 feet; thence South $81^{\circ} 59'$ West 200 feet; thence South $16^{\circ} 21'$ East along creek at a distance of 6 feet from the center thereof 100 feet; thence South $32^{\circ} 01'$ East along said creek and 6 feet from the center thereof 166 feet to the Northerly line of said highway; thence North $83^{\circ} 29'$ East along said highway 170 feet to the point of beginning; said tract containing 1 acre, more or less; together with water rights appurtenant thereto.

PARCEL G

All that portion of Government Lots 1 and 2 of Section 12, Township 1 North, Range 5 East of the Willamette Meridian, lying Northerly of the right of way acquired by the State of Washington for Primary State Highway No. 8 (now called State Route 14).

PARCEL H

A strip of land 40 feet in width located in Government Lot 4 of Section 11, Township 1 North, Range 5 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point 190 feet North of the meander corner common to Sections 11 and 12, Township 1 North, Range 5 East of the Willamette Meridian, said point being on the Southerly line of the Spokane, Portland and Seattle Railway Company's right of way; thence South $68^{\circ} 24'$ West following the Southerly line of said right of way 490 feet to the initial point of the tract hereby described; thence South 43° West 200 feet; thence South $15^{\circ} 31'$ East 150 feet to intersection with the meander line of the Columbia River; thence Westerly following the meander line of the Columbia River to a point 40 feet distant, measured at a right angle, from the last described course; thence Northerly along a line 40 feet distant from, and parallel to, the first two courses of the tract hereby described to intersection with the Southerly line of the aforesaid railway right of way; thence North $68^{\circ} 24'$ East to the initial point, TOGETHER WITH the tide or shorelands, if any, owned by Seller abutting said parcel,

which said respective parcels of real property are subject to any easements, and rights of way, presently of record in Skamania County.

SWIGERT

PRINDLE TRUST AGREEMENT

AS AMENDED, 1976

SCHEDULE "B"

Item No.

Description of Property

1

Twenty thousand (20,000) shares of
Common Stock of Hyster Company, a
Nevada corporation