

DECLARATION OF TRUST

This Declaration of Trust made this 28th day of November, 1989, between ALBERT W. HATHAWAY and MAXINE JUNE HATHAWAY (called the "Trustors") and ALBERT W. HATHAWAY and MAXINE JUNE HATHAWAY (called the "Trustee"). In the event that either the said Albert W. Hathaway or Maxine June Hathaway is for any reason unable or unwilling to act as Trustee, the other is nominated to act as Trustee. In the event that both the said Albert W. Hathaway and Maxine June Hathaway are for any reason unable or unwilling to act as Trustee, we nominate and appoint our daughter, CHERYL JUNE STERNS, as alternate Trustee. In the event that Cheryl June Sterns is for any reason unable or unwilling to act as Trustee, we nominate and appoint our daughter, DENISE MARIE HATHAWAY, as second alternate Trustee.

Witnesseth:

FIRST: (A) The Trustors hereby transfer, assign, convey, and deliver to the Trustee the property described in the annexed Schedule A, which is the Trustors' community property. The Trustee acknowledges receipt of such property.

(B) Such property transferred to the Trustee and any other property hereafter transferred to the Trustee and deemed acceptable by the Trustee shall be held in trust pursuant to the following terms and conditions.

SECOND: (A) During the joint lives of the Trustors, they (acting together) at any time at which they are deemed to have full capacity as determined pursuant to Article FIFTH, expressly retain and reserve the right to alter, amend, or revoke this trust, or to demand the principal hereof, in whole or in part, at any time and from time to time. Neither Trustor acting alone, prior to the death of the first Trustor to die, may alter, amend, or revoke this trust or demand the principal thereof. The duties of the Trustee under this Declaration of Trust may be increased only with his/her written consent.

(B) After the death of the first Trustor to die, the surviving Trustor shall have the same rights to alter, revoke, or amend this trust, had he or she been acting jointly with the deceased Trustor before the deceased Trustor's death.

(C) The retained and reserved rights of either Trustor described above shall be personal to the Trustor and shall not be exercised by any other person, including a guardian or (except as provided to the contrary in the power) an attorney-in-fact acting under a power of attorney surviving incompetency or becoming effective upon incompetency.

Recorded p
 Indexed p
 Indirect p
 Filed 1-19-90
 Mailed

THIRD: Any community property transferred to this trust by the Trustor, or any community property benefits made payable to the Trustee, is intended to, and shall, remain the Trustors' community property during the joint lives of the Trustors notwithstanding the fact that such property or such benefits are contained in this trust. Upon any termination or revocation, any community property assets distributed to the Trustors shall be their community property. The Trustors shall hold and administer all distributions of community property, or of the income attributable thereto, to either or both of them as their community property.

FOURTH: (A) During the joint lives of the Trustors, they, acting together, whenever they both have full capacity as defined herein, may direct by a writing delivered to the Trustee that the Trustee pay a portion of the net income and principal of the community property held in this trust (even to the extent of all thereof) and the manner in which the Trustee is to pay such portion, or apply it for the benefit of, the Trustors or one of them.

(B) Whenever a Trustor is deemed to have full capacity as defined herein, such Trustor, if he or she owns separate property held in the trust, may direct in writing that portion of the net income and principal of that separate property (even to the extent of all thereof) that the Trustee is to pay and the manner in which the Trustee is to pay such portion, or apply it for the directing Trustor's benefit.

(C) The following provisos shall apply to this Article FOURTH;

(1) Whenever one of the Trustors has been determined to be incapacitated as defined herein, the other Trustor (if he or she has full capacity) shall have the right, as agent and manager of the marital community, to direct in writing what portion of the net income and principal of the community property held in the trust (even to the extent of all thereof) which the Trustee is to pay and in what manner the Trustee is to pay such property to, or apply it for the benefit of, the Trustors or one of them.

(2) Whenever both of the Trustors are deemed to be incapacitated as defined herein, the Trustee (i) shall disregard any direction from the Trustors or either of them with regard to the disposition of the community property held in the trust, (ii) may discontinue any payments of income or principal of the community property held in the trust then being made to or on behalf of the Trustors or either of them, and (iii) is authorized during such period to distribute to or for the benefit of either or both of the Trustors so much of the net income and principal of

the community property held in this trust (even to the extent of all thereof) as the Trustee determines for the best interests of the Trustors, including but not limited to making distributions for the Trustors' comfort, support, maintenance, health, and general welfare, in accordance with the Trustors' standard of living on the date of the execution of this Declaration of Trust.

(D) In making distributions as specified above, the Trustee shall consider first the interests of the Trustors and shall disregard the interests of the remaindermen.

(E) Any income of this trust not paid to the Trustors shall be accumulated and annually added to and dealt with as principal.

FIFTH: (A) The Trustors and the Trustee and first successor Trustee are the same person. This Article FIFTH shall apply to Albert W. Hathaway and Maxine June Hathaway in their capacities both as the Trustors and as Trustee and refers to them merely as the Trustors.

(B) Either of the Trustors shall be deemed to have full capacity for purposes of this Declaration of Trust unless a Trustor's then attending physician determines the Trustor is "incapacitated" pursuant to this Article.

(C) If a Trustor's then attending physician determines that the Trustor is incapable of managing his or her own financial affairs (because of the Trustor's physical or mental condition, or both), the physician shall prepare and sign a written statement declaring that the Trustor is "incapacitated" and shall promptly deliver such statement to the Trustee or the named successor Trustee, as the case may be.

(D) If a Trustor has been determined to be "incapacitated," the Trustor's then attending physician shall, upon the Trustor's written request, determine whether the Trustor's capacity has returned. If the Trustor's capacity has returned, then the physician shall promptly prepare, sign, and deliver a written statement to the then acting Trustee stating that the Trustor's capacity has returned. The Trustor shall then be deemed to have full capacity for purposes of this Declaration of Trust until the Trustor is again determined to be incapacitated pursuant to Paragraph (C) above.

(E) As used in this Declaration of Trust, the term "incapacitated" shall be construed broadly and shall include (without limitation) mental or physical disability, incompetency, or senility sufficient to prevent the Trustor's management of his or her affairs.

SIXTH: (A) If Albert W. Hathaway resigns, fails, or otherwise ceases to serve as Trustee hereunder, or at any time during which he is deemed to be incapacitated pursuant to Article FIFTH hereof, Maxine June Hathaway shall serve as successor Trustee hereunder. If Maxine June Hathaway resigns, fails or otherwise ceases to serve as Trustee hereunder, or at any time during which she is deemed to be incapacitated pursuant to Article FIFTH hereof, Albert W. Hathaway shall serve as successor Trustee hereunder. If Albert W. Hathaway and Maxine June Hathaway shall both resign, fail or otherwise cease to serve as Trustee hereunder, or at any time during which he or she is deemed to be incapacitated pursuant to Article FIFTH hereof, Cheryl June Sterns shall serve as successor Trustee hereunder. If Cheryl June Sterns resigns, fails or otherwise ceases to serve as Trustee hereunder, or at any time during which she is deemed to be incapacitated pursuant to Article FIFTH hereof, Denise Marie Hathaway shall serve as successor Trustee hereunder.

(B) Notwithstanding the provisions of Paragraph (A) above, if Albert W. Hathaway or Maxine June Hathaway is not serving as Trustee on account of incapacity as determined under Article FIFTH hereof, when he or she again regains his or her capacity as determined pursuant to such Article FIFTH and upon written notice to the then acting Trustee of his/her desire to again act as Trustee, he/she shall again serve as Trustee hereunder. The then acting Trustee shall resign as Trustee until a successor Trustee is again needed, as provided under Paragraph (A), at which time the named successor shall again become Trustee hereunder.

(C) Any Trustee may resign and any successor Trustee may act as Trustee without need to comply with the provisions of any state law regarding the resignation or succession of trustees. No successor Trustee of this Declaration of Trust shall be liable for any act or omission of a predecessor or obligated to inquire into the validity or propriety of any such act or omission. Any such successor Trustee shall be entitled to accept as conclusive any accounting and statement of assets furnished to such successor by a predecessor or by the personal representative of such predecessor and shall further be entitled to receipt only for those assets included in such statement. No Trustee hereunder need give bond in any jurisdiction. If a Trustee's bond may not be dispensed with in any jurisdiction, the Trustor requests that the bond for the Trustee be accepted without surety and in the lowest possible amount.

(D) All references herein to Trustee shall include successor Trustee at such times as the successor Trustee is serving as Trustee under this Declaration of Trust.

SEVENTH: (A) Upon the death of the first Trustor to die, if such Trustor is survived by the other Trustor, such deceased Trustor's interest in the then property of this trust shall become the separate property of the surviving Trustor, to be held, administered, and distributed under the terms and conditions herein as the sole and separate property of the surviving Trustor.

(B) Upon the death of the last of the Trustors to die, this trust shall terminate, and thereupon, after first making any payments herein provided, Trustee shall distribute the rest of the trust estate as follows:

To Denis Gold Hathaway, presently of Stevenson, WA.:

- (1) Miscellaneous tools.
- (2) 30.06 Rifle

To Dwayne John Hathaway, presently of Oceanside, CA.:

- (1) 30.30 Winchester rifle.

To Cheryl June Sterns, presently of Wasilla, AK.:

- (1) 410 Shotgun.

To Carole Leanna Hathaway, presently of Washougal, WA.:

- (1) 22. Rifle.

To Denise Marie Hathaway, presently of Vancouver, WA.:

- (1) 22. long-barrel pistol.

(C) To each of the following-named grandchildren of the Trustors surviving at the time of the death of the the last of Trustors to die, the sum of \$1,000.00:

Tanya Lynn (Hathaway) Bader
Tracey Diane Sterns
W. Bodie Sterns
Andrew (A.J.) Hathaway
Tiffany N. Hathaway
Justine K. Hathaway

(D) After first making the payments and distributions hereinabove provided, the Trustee shall distribute and deliver all of the remaining trust estate in equal shares to the following:

Denis Gold Hathaway
Dwayne John Hathaway
Cheryl June Sterns
Carole Leanna Hathaway
Denise Marie Hathaway

or to those of them surviving at the time of the death of the last of the Trustors to die.

EIGHTH: The Trustee, including any successor Trustee hereunder, shall have all the rights, powers, and duties given by law on the date hereof, including those set forth in RCW Title 11, or any successor provision thereto, except as modified or increased as hereinafter provided:

(A) The Trustee may apply property which becomes payable to the Trustor when considered incapacitated pursuant to Article FOURTH hereof, or to any other person who in the judgment of the Trustee is incapable of making proper disposition thereof, by payments on behalf of the beneficiary to anyone with whom the beneficiary resides, by payments in discharge of the beneficiary's bills, by payments to any trust or guardianship established for such beneficiary's benefit, by payments to any bank account in an insured financial institution for the benefit of the beneficiary, or by paying an allowance to a beneficiary directly, without the intervention of any guardian or like fiduciary.

(B) The Trustee may waive, reduce, extend the time of payment of, or compromise claims in favor of or against this trust.

(C) The Trustee may employ and compensate, as seems proper, agents, accountants, brokers, attorneys in fact, attorneys at law, tax specialists, investment counselors, property managers, and other assistants and advisers deemed by the Trustee to be necessary for the proper administration of this trust, and may do so without liability for any neglect, omission, misconduct, or default of any such agent or attorney provided he was selected and retained with reasonable care.

(D) With respect to individual Trustees only, the Trustee need not comply with the obligations to provide an annual accounting under RCW 11.106.020 or any similar law.

(E) The Trustee may carry, at the expense of the trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the trust estate.

(F) The Trustee may pay, out of principal, or income, or partially out of each, as the Trustee in the Trustee's discretion shall determine, any property taxes and assessments levied against trust property. The Trustee may elect to pay any assessment in a lump sum or in installments, and if the installment method is selected, may treat each installment as a separate levy for the purpose of charging the same to principal or income.

(G) The Trustee may determine, in the Trustee's discretion, all matters with respect to what is principal and income, including apportionment and allocation of receipts and expenses between these accounts, and may make adjustments between income and principal for premiums, discounts, depreciation, or depletion (without being required to do so), all without regard to the requirements of any state laws.

NINTH: (A) Washington law shall govern the execution and construction of this Declaration of Trust. The administration of any trust, however, shall, unless otherwise required by law, be governed by the provisions of this Declaration of Trust, including any law incorporated in this Declaration of Trust by reference or otherwise made applicable by this Declaration of Trust. To the extent permitted by law, the Trustee shall be exempt from all registration requirements.

TENTH: (A) Unless some other meaning and intent is apparent from the context, the plural shall include the singular and vice versa, "Trustee" shall include "co-Trustee," and masculine, feminine, and neuter words shall be used interchangeably.

(B) All references in this trust to "RCW" shall be to the Revised Code of Washington and shall also include corresponding provisions of subsequent Washington laws.

IN WITNESS WHEREOF, the Trustors and the Trustee have executed this Declaration of Trust as of the date first above written.

Albert W. Hathaway
ALBERT W. HATHAWAY, Trustor

Maxine June Hathaway
MAXINE JUNE HATHAWAY, Trustor

Albert W. Hathaway
ALBERT W. HATHAWAY, Trustee

Maxine June Hathaway
MAXINE JUNE HATHAWAY, Trustee

STATE OF WASHINGTON)
County of Skamania) ss.

On this 28th day of November, 1989, before me, a Notary Public in and for the State of Washington, personally appeared ALBERT W. HATHAWAY and MAXINE JUNE HATHAWAY, husband and wife, the Trustors, personally known to me to be the persons who executed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in the instrument.



Under my hand and official the date above written.

Ja. Kielbinski
Notary Public in and for the
State of Washington, residing
at Stevenson

Commission expires: 4-28-90

FILED FOR RECORD
SKAMIA WASH
BY Kielbinski/Layne
Jan 18 4 05 PM '90
P. Lowry
GARY M. OLSON

SCHEDULE AREAL ESTATE

The following described real property:

A tract of land located in the Henry Shepard D.L.C. described as follows: Beginning at a concrete monument on the north line of said Shepard D.L.C. said monument being 610 feet east of the intersection of said north line and the east line of Section 36, Township 3 North, Range 7 E.W.M.; thence south 89°30'09" west along said north line 29 feet; thence north 13°45'09" east 87 feet; thence south 87°50'09" west 83 feet; thence south 74°46'09" west 88 feet; thence south 67°28'30" west 29.89 feet to the east right of way line of Strawberry Road; thence along said east right of way line as follows: South 65°05'55" west 123.59 feet; thence along the arc of a 367 foot radius curve to the left for an arc distance of 208.11 feet; thence south 32°36'31" west 397.66 feet to the initial point of the tract hereby described; thence south 32°36'31" west 47 feet; thence along the arc of a 530.7 foot radius curve to the left for an arc distance of 283.78 feet; thence south 01°58'15" west 45.73 feet to a point on the north line of the Hathaway Tract as described in deed recorded at page 136 of Book 35 of Deeds, Records of Skamania County, Washington; thence south 88°49'13" east along said north line 75.17 feet; thence south 43°37'13" east along the northeast line of said Hathaway Tract 119.50 feet to a point on the northwest line of the Schupbach Tract as described in deed recorded at page 340 of Book 57 of Deeds, Records of Skamania County, Washington; thence north 47°57'47" east along said northwest line 117.04 feet to the north corner of said Schupbach Tract; thence south 58°36'13" east along the northeast line of said Schupbach Tract 218.12 feet to the east line of Stevenson Park Addition according to the official plat thereof on file and of record at page 143 of Book A of Plats, Records of Skamania County, Washington; thence north 17°16'13" west along said east line 328.22 feet to a point on the southwest line of the Mack Dodson Tract as conveyed by Henry Schultz by deed recorded at page 471 of Book 32 of Deeds, Records of Skamania County, Washington; thence south 26°30'51" east along said southwest line 220.55 feet to the center of a small creek; thence along said creek centerline as follows: North 44°00'00" east 24.69 feet; thence north 04°45'55" west 85.80 feet; thence north 19°34'16" west 60.60 feet; thence north 20°15'39" east 137.66 feet to the southwest corner of the Skaalheim Tracts according to the official plat thereof on file and of record at page 38 of Book A of Plats, Records of Skamania County, Washington; thence north 13°11'07" east along the west line of said Skaalheim Tracts 31.64 feet; thence north 83°46'12" west 368.27 feet to the initial point.

STOCKS**Shares**

300 Alexander & Baldwin, Inc.
Certificate No. HB20113, HB20114 and HB20115

50 American Information Technology (Ameritech)
Certificate No. ZQ4006-5661

194 Consolidated Edison Co. of New York, Inc.
Certificate No. ZQCOM-702378

70 General Telephone & Electronic Corp.
Certificate No. RJK432359

400 Hawaiian Electric Industries Inc.
Certificate No. YN06315

OTHER PERSONAL PROPERTY

Violin - Giovan Paolo Maggini, Brescia 1677

Household furnishings and Appliances

Guns: (1) 30.06 Rifle
(1) 30-30 Winchester rifle
(1) 410 Shotgun
(1) .22 Rifle
(1) Long-barrel Pistol

Miscellaneous Tools

Cash: All cash in Savings Account No. 3011-551 and Checking Account No. 3513-122 at Riverview Savings Bank in Stevenson, Washington.

All cash in Checking Account No. 21103593 at First Independent Bank in Stevenson, Washington.

Motor Vehicles:

1988 Mercury Tracer
1981 Ford F250 pick-up truck
1986 Prowler Regal trailer