

COMMUNITY PROPERTY AGREEMENT

AGREEMENT, executed this 1st day of July, 1969, between HOWARD A. McFALL and HAZEL E. McFALL, husband and wife, residing at Stevenson, Washington:

1. DECLARATIONS

1.1 Marital Status. The parties hereto are husband and wife, and are residents of the State of Washington.

1.2 Children. One child has been born as a result of this marriage, namely: Victor Earl McFall.

2. CONSIDERATION

FOR AND IN CONSIDERATION of the love and affection they each bear toward the other, and in consideration of the mutual help each will be to the other in the future, and for the consideration of the commingling of their joint efforts and earnings and property, it is agreed as herein provided.

3. COMMUNITY PROPERTY

All property, real or personal, now owned or hereafter acquired, whether separate or community, is hereby conveyed and converted into community property and hereafter shall be deemed community property for all purposes under the laws of the State of Washington.

4. AMENDMENTS, ETC.

4.1 Amendments. This agreement may be amended or revoked by written instrument executed and acknowledged by the spouses. No such amendment or revocation by mutual consent of the spouses shall become effective except by written revocation or termination.

4.2 Effect of Divorce. Unless otherwise provided in the divorce decree or in the property settlement agreement, this agreement shall be revoked by any decree divorcing the spouses.

Initials

- 1 -

Law Offices of
Howard A. McFall
Stevenson, Washington
Phone 561-1000
P.O. Box 1024
1711 First Ave.
Washelli, Washington 98156
697-1217

4.3 Effect of Incompetency. If, prior to the death of either spouse, a legal guardian is appointed over the property of one of the spouses on account of incompetency, the legal guardian may join with the competent spouse in a petition to the court having jurisdiction over the guardianship proceedings for permission to enter into a modification or revocation of this agreement. Hearing on the petition shall be held after giving such notice to all interested parties as may be ordered by the court. If, after the hearing, the court deems the proposed modification or revocation to be fair and equitable and affords reasonable protection towards all parties concerned, it may authorize the guardian to execute such modification or revocation on behalf of the incompetent spouse.

4.4 Effect of Domicile Change. Unless otherwise revised or nullified, this agreement shall remain in full force and effect regardless of the state of residence and/or domicile of the spouses at the time of the death of either or both.

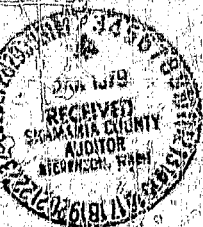
5. VESTING OWNERSHIP ON DEATH

Upon the death of the first spouse, all community property shall become the sole and separate property of the surviving spouse. Immediately upon the death of the one spouse, the survivor shall have full power to sell, will, or otherwise to dispose of all property subject to this Community Property Agreement.

IN WITNESS WHEREOF, the spouses have hereto set their hands on the day and year first above written.

Howard A. McFall
Howard A. McFall

Harri E. McFall
Harri E. McFall



CLERK OFFICE OF
Shasta County
1111 Broadway
Redding, California 96001
532-5327

STATE OF WASHINGTON)
COUNTY OF CLARK) ss

On this 18 day of July, 1969, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared HOWARD A. McFALL and HAZEL E. McFALL, husband and wife, to me known to be the identical individuals described in and who executed the foregoing instrument, and each acknowledged to me that he severally signed said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESSES my hand and official seal on the day and year in this certificate first above written.

Notary Public in and for the State of Washington, residing at Vancouver.