

This Agreement is made this 12th day of January, 1995, between VERNON D. LUCKEY ("Husband") and IRENE H. LUCKEY, ("Wife"), husband and wife, both of whom are domiciled in the State of Washington. In consideration of their mutual agreements set forth below, the parties agree as follows:

1. **PROPERTY COVERED:** This Agreement shall apply to all community and separate property now owned or hereafter acquired by Husband and Wife or either of them (except for assets for which a separate beneficiary designation has been or is hereafter made by Husband or Wife and approved by the other spouse) even though some items may have been or may be purchased or acquired by one or the other or both or may have been or may be registered in the name of one or the other or both. All such property is declared to be community property of Husband and Wife and is referred to in this Agreement as the "described community property."

2. **VESTING AT DEATH OF SPOUSE:** If Husband dies and Wife survives him, all of the described community property shall vest in Wife as of the moment of Husband's death. If Wife dies and Husband survives her, all of the described community property shall vest in Husband as of the moment of Wife's death.

3. **DISCLAIMER:** Upon the death of either spouse, the surviving spouse may disclaim any interest passing under this Agreement in whole or in part, or with reference to specific parts, shares or assets thereof, in which event the interest disclaimed shall pass as if the provisions of paragraph 2 had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition.

4. **AUTOMATIC REVOCATION:** The provisions of paragraph 2 shall be automatically revoked (a) Upon the filing by either party of a petition, complaint or other pleading for separation, dissolution or divorce; or (b) Upon the establishment of a domicile out of the State of Washington by either party; or (c) Immediately prior to death, if the order of death cannot be ascertained.

5. **OPTIONAL REVOCATION BY ONE PARTY:** If either party becomes disabled, the other party shall have the power to terminate the provisions of paragraph 2 and each party designates the other as attorney-in-fact to become effective upon disability to exercise such power. The termination shall be effective upon the delivery of written notice thereof to the disabled spouse and to the guardian(s), if any, of the person and of the estate of the disabled person. For the purposes of this paragraph, a spouse shall be deemed disabled if a person duly licensed to practice

medicine in the State of Washington signs a statement declaring that the person is unable to manage his or her own affairs.

6. REVOCATION OF INCONSISTENT AGREEMENTS: To the extent this Agreement is inconsistent with any provisions of any community property agreement or other arrangement previously made by the parties that affects the described community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

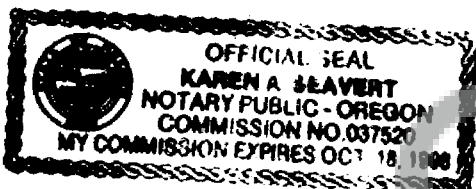
Vernon D. Luckey
VERNON D. LUCKEY

Irene H. Luckey
IRENE H. LUCKEY

STATE OF OREGON)
County of Hood River) ss:

On this day personally appeared before me VERNON D. LUCKEY and IRENE H. LUCKEY, husband and wife, known to me to be the individuals described in and who executed the within and foregoing Community Property Agreement, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this 12 day of JANUARY, 1995.



Karen A. Seavert
Notary Public for Oregon
My Commission Expires: 10-18-98

FILED FOR RECORD
SKAMANIA CO. WASH
BY Jay E. Sherrard
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AUDITOR
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