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SKAMANIA CO. WASH  
BY *Darwin & Sharon Cook*

DEC 24 10 45 AM '96

*O. Laury*  
AUDITOR  
GARY H. OLSON

The  
COOK FAMILY  
Living Trust

127003

DECLARATIONS BOOK 161 PAGE 549

We, Darwin F. Cook and Sharon A. Cook hereinafter referred to individually as the "husband" and the "wife", respectfully, and referred to jointly as the "trustors" are husband and wife and residents of the County of Clark, State of Washington.

We jointly and severally declare this document to be our living trust and transfer in trust:

- (1) all of our separate and community real and personal properties, where the title is designated as being in the trust, and
- (2) all of our untitled separate and community personal assets, including, without limitation, such items as cash, furniture, furnishings, silverware, objects of art, china, clothing, jewelry, sporting equipment, books, collections, and all property which is a part of a trade, business, or profession.

APPOINTMENT OF TRUSTEES

The following persons shall serve as initial Trustees and may act independently:

Darwin F. Cook  
Sharon A. Cook

The following persons shall serve as successor co-Trustees:

Tammy Jane Cook, Allan Ray Cook and Liska Kate Cook

If there is a vacancy in the office of Trustee, or during any time(s) a physician has certified a Trustee's incapacity, then any remaining Co-Trustee shall serve. Should there be any dispute among the successor co-Trustees as named herein, then the decision of any two co-Trustees shall be controlling. No bond shall be required of any Trustee designated as such by the Trustors.

AMENDMENT AND REVOCATION OF TRUST

This trust may be amended or revoked by the Trustors jointly while both are living or by the survivor upon the death of either Trustor.

LIFETIME DISTRIBUTIONS

While either of us are living, the Trustees shall pay to us, either jointly or severally, or apply to our joint or several benefit, those amounts of the income and the principal of the trust as, in the discretion of the Trustees, appears necessary for our health, support, comfort, enjoyment, and welfare.

FINAL DISTRIBUTION

Upon the death of the first spouse/Trustor to die, the Trustee(s) may, in the discretion of the Trustee(s), pay such Trustor's funeral expenses, attorney's fees, estate and inheritance taxes, including interest and penalties, and debts.

The balance of the trust estate shall be distributed as described on Exhibit 1 to this trust.

Signed	/
Witnessed, Dir	/
Induct	/
Noted	/
Noted	/

#### DISTRIBUTIONS TO YOUNG BENEFICIARY

Except as otherwise provided, if any beneficiary(s) living at the time of the final distribution is under 21 years of age, the distribution for such beneficiary(s) shall be held in a single trust for all such beneficiaries. Such single trust shall be divided into shares with one share for each young beneficiary.

The Trustee(s) shall pay to or apply for the benefit of the beneficiary(s) those amounts of the income and principal as, in the discretion of the Trustee(s), appear necessary for the beneficiary(s)' health, support, maintenance, and education.

A beneficiary's interest in the income or principal of the trust may not be transferred by the beneficiary and shall not be subject to enforcement of a money judgment until paid to the beneficiary.

When a beneficiary has become 21 years of age the Trustee(s) shall distribute to the beneficiary the remainder of his or her share of the then existing trust estate. A distribution shall be off-set by prior advances to the beneficiary.

If a young beneficiary dies during administration of the trust, the Trustee(s) shall distribute the balance of the trust estate to those surviving beneficiaries named in Exhibit 1 to this trust, pro rata, then living.

#### DISTRIBUTIONS TO DISABLED BENEFICIARY

If it reasonably appears to the Trustee(s) that any beneficiary is mentally incompetent or is for any other reason not able to receive or make responsible use of distributions, then the Trustee(s) shall administer a separate trust estate for such beneficiary as follows:

The Trustee(s) shall pay to the beneficiary, or apply for the beneficiary's benefit, those amounts of the income and principal of the trust as, in the discretion of the Trustee(s) appear necessary for the beneficiary's health, support, maintenance and education.

If any other income, resources or governmental benefits are available for the beneficiary's support, distributions shall be made only for the beneficiary's "special needs", which shall include but not be limited to, medical and dental expense, clothing, programs of training and treatment, and essential dietary needs, when such requirements are not being provided by any governmental agency.

The Trustee(s) shall seek support and maintenance of the beneficiary from all available governmental agencies, and shall take into consideration the applicable resource limitations of the public assistance programs when making distributions, so that no part of the trust shall be used to replace any governmental assistance benefits.

The trust estate shall not be subject to claims of voluntary or involuntary creditors for the provisions of care and services, including residential care, by any governmental agency.

If a disabled beneficiary dies during administration of the trust, the Trustee(s) shall distribute the balance of the trust estate to the beneficiary's descendants, if then living, otherwise to the residuary beneficiaries, pro rata, then living.

#### POWERS OF TRUSTEES

This trust instrument shall be governed by the laws of the State of Washington, and the trustee(s) shall have all of the powers under Revised Code of Washington (RCW) Section 11.98.070, or hereafter conferred by law.

The powers of the trustee(s) shall include, but not be limited to, the power to:

- (1) collect, hold, retain property, and receive additions to property, from any person;



- (2) commence, continue, or participate in the operation of any business or other enterprise;
- (3) invest in any real or personal property;
- (4) invest in any obligations of the United States Government;
- (5) establish, maintain, transfer, operate, and terminate checking, savings, margin and commodity accounts with brokers, certificates of deposit, treasury bills, mutual funds, and other accounts of any nature, with or without interest, and in an amount greater than the maximum insured or collateralized amount;
- (6) establish, maintain, and terminate safe deposit boxes;
- (7) acquire or dispose of property, for cash or on credit, at public or private sale, or by exchange;
- (8) manage, subdivide, repair, improve, alter, demolish, construct, partition, dedicate to public or private use, or abandon any interest in trust property;
- (9) encumber, mortgage, or pledge trust property, and for terms extending beyond the term of the trust;
- (10) lease property, with options to purchase or renew, for terms extending beyond the term of the trust, including exploration and removal of any oil, gas, or other minerals, community oil leases or pooling or unitization agreements;
- (11) vote in person, and give proxies to exercise, any voting rights with respect to the shares, memberships, or property;
- (12) waive notice of a meeting or give consent to the holding of a meeting;
- (13) authorize, ratify, approve, or confirm any action that could be taken by shareholders, members, or property owners;
- (14) pay calls, assessments, and any other sums chargeable or accruing against or on account of securities;
- (15) sell or exercise stock subscription or conversion rights;
- (16) hold a security in the name of a nominee or in other form without disclosure of the trust so that title to the security may pass by delivery;
- (17) deposit securities in a securities depository;
- (18) grant or take options involving disposition or acquisition of trust property;
- (19) buy, sell, pledge, trade, and deal in options, precious metals, stocks, bonds, commodities of any nature, contracts for the future delivery of commodities of every nature on margin or otherwise, option contracts, and securities of any nature, including "short" sales and speculative option transactions i.e. uncovered puts and calls, option spreads, option straddles, and option combinations, and exercise any stock or security rights;
- (20) lend or borrow money, including on open account, with negotiable or non-negotiable instruments, with or without security;
- (21) pledge any and all stocks, bonds, securities, commodities and contracts for the future delivery

thereof, held or purchased by the trustee(s), with brokers as securities for loans and advances made to the trustee(s);

(22) insure the property of the trust against damage or loss and insure the trustee(s) against liability with respect to third persons;

(23) pay or contest any claim, settle a claim by or against the trust by compromise, arbitration, or otherwise, and release, in whole or in part, any claim belonging to the trust;

(24) pay taxes, assessments, and reasonable compensation of the trustee(s) and of employees and agents of the trust;

(25) make loans out of the trust property to the beneficiary on terms and conditions that the trustee(s) determine(s) are fair and reasonable under the circumstances, and guarantee loans to the beneficiary by encumbrances on trust property;

(26) effect distribution of property and money in divided or undivided interests and to adjust resulting differences in valuation;

(27) hire persons, including accountants, attorneys, auditors, investment advisers, investment account managers, or other agents;

(28) execute and deliver all instruments which are needed to accomplish or facilitate the exercise of the powers vested in the trustee(s); and

(29) prosecute or defend actions, claims, or proceedings for the protection of trust property and of the trustee(s).

In the event long-term medical care is required for a beneficiary, the Trustee(s) shall have the power, for preservation of the trust estate to:

- (1) make home improvements and additions to the family residence;
- (2) pay off partly or in full any encumbrance on the family residence;
- (3) purchase a family residence, if one is not owned;
- (4) purchase a more expensive family residence;
- (5) transfer the family residence to a spouse who does not need long-term medical care;
- (6) divide community property assets equally according to law; and
- (7) make gifts of assets for estate planning purposes.

#### DISINHERITANCE AND INCONTESTABILITY

We have intentionally omitted names to provide for our heirs, except as otherwise set forth in this trust. Should it be determined by a court of competent jurisdiction that any heir not specifically named in this trust is entitled to share in the distribution of any portion of this trust or the estate of either Trustor pursuant to the statute of descent and distribution, then such heir shall receive one dollar (\$1.00) and no more as his or her share.

If any person, directly or indirectly, contests this trust in whole or in part, such person shall not receive any portion of the trust estate.



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CONCLUDING PROVISIONS

As Trustees, we have read the trust declaration and it correctly states the terms under which the trust is to be administered.

Darwin F. Cook

Darwin F. Cook

Sharon A. Cook

Sharon A. Cook

As Co-Trustees, we accept the trust provided for in the declaration.

This trust declaration is executed on August 17, 1992 in Clark County, Washington.

Darwin F. Cook

Darwin F. Cook

Sharon A. Cook

Sharon A. Cook

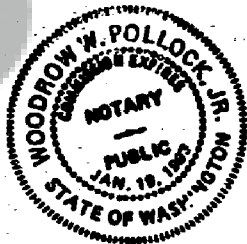
State of Washington

County of Clark

) ss

On August 17, 1992, before me personally appeared Darwin F. Cook and Sharon A. Cook, personally known to me to be the persons whose names are subscribed to this instrument, and acknowledged that the subscribers executed it.

(Notary Seal)



Woodrow W. Pollock, Jr.  
Notary Public for the State of Washington,  
My appointment expires: 1/19/93