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WHEN RECORDED RETURN TO:

MICHAEL A BANGT

11815 SE VALLEY VIEW TOPEACE

HAPPY VALLEY, DR 97054

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GRANTOR(S):	
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GRANTEE(S):	
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REVOCABLE LIVING TRUST AGREEMENT

THE BAILEY TRUST

Dated OCTOBER 15, 2003

Prepared by:

The Law Office of Kenneth B. Woodrich 4370 NE Halsey Portland, Oregon 97213 (503) 288-2480

WOODRICH & ARCHER LLP

APARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
110 S.E. CASCADE AVENUE
P.O. BOX 510
STEVENSON, WA 98648

TELEPHONE: (509) 427-5665 FAX: (509) 427-7618 Portland Office: Davis Business Center 4370 NE Halsey Portland, OR 97213 Telephone: (503) 288-2480

Reply to Stevenson

KENNETH B. WOODRICH P.C.*
KATY J. ARCHER P.C.

*Also admitted in Oregon

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REVOCABLE TRUST AGREEMENT

The Bailey Trust dated October 15, 2003

THIS TRUST AGREEMENT is made at Skamania County, Washington, October, 15th, 2003, between JAMES C. BAILEY ("Husband") and BARBARA L. BAILEY ("Wife") (individually, "Grantor," and collectively, "Grantors") and JAMES C. BAILEY and BARBARA L. BAILEY (the "Trustee"). Husband and Wife are citizens of the United States of America.

ARTICLE 1. FAMILY

Grantors are married and their immediate family now consists of their children,

MICHAEL ALLEN BAILEY LORINDA LOU SOUTHARD SHARON LYNETTE BAILEY JAMES CALVIN BAILEY

The provisions of this Agreement with respect to Grantors' children and descendants shall apply not only to the child named above and their descendants but also to any and all children who may hereafter be born to or adopted by Grantors or their descendants, provided such adoption of a descendant of a child occurred prior to the time the person attained age twenty-one (21).

ARTICLE 2. THE TRUST ESTATE

The Trustee acknowledges receipt in trust from Grantors of the transfer and delivery of the property described in Schedules A, B, C and D attached; Schedule A being community property of Grantors, Schedule B being property to which the trust is named contingent beneficiary, Schedule C being separate property of Husband, and Schedule C being separate property of Wife. This property, together with any other property subsequently transferred to and accepted by the Trustee, for the purposes of this trust, shall constitute the "Trust Estate" and shall be administered by the Trustee as provided in this Agreement. Upon the initial transfer of such property to Trustee and creation of this Trust such property shall be held and administered by Trustee as part of the revocable trust (the "Revocable Trust") in accordance with Article 4 and other applicable provisions of this instrument, and shall include both the Survivor's Trust and the Credit Trust provided for hereafter. This Trust shall be known as the "BAILEY TRUST dated OCTOBER 15, 2003" (the "Trust"). It is Grantor's intention that property subject to the Trust retain its character as community property of the Grantors or separate property of a respective Grantor.

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ARTICLE 3. REVOCATION; WITHDRAWAL OF ASSETS; MODIFICATION

- 3.1 Power to Revoke or Modify. Except as provided by Article 5 respecting the Credit Trust, each Grantor reserves the right at all times with respect to his or her respective interest in community and separate property held in trust to completely or partially revoke or modify this instrument, including the right to withdraw assets and change beneficiaries, their shares and the plan of distribution as to each such beneficiary. Any such revocation, withdrawal of assets or modification shall be valid and fully accomplished whenever the Trustee shall receive from a Grantor with respect to his or her interest in the Trust Estate written notice thereof. Following the death of the earlier dying Grantor the surviving Grantor shall have such powers of revocation, withdrawal and modification over any property subject to the Trust other than that subject to the Credit Trust under Article 5.
- 3.2 General Power of Appointment. Further, each Grantor hereby reserves to himself or herself (or is granted) a general inter vivos and/or testamentary power of appointment, to appoint among anyone, including, but not limited to such Grantor or such Grantor's estate by written inter vivos instrument or by his or her last will, any or all of the assets of the Trust Estate over which that Grantor has retained (or has been granted) a power to revoke or withdraw, including the Survivor's Trust, but not the Credit Trust. Such general power of appointment shall be exercised by specific reference in such Grantor's last will or in the inter vivos written instrument to this instrument and express exercise therein of this power. If the absence of an effective exercise of this general power by such Grantor, the assets of the Trust Estate subject to such general power shall be held, administered and distributed as otherwise provided herein. This Article 3.2 shall not apply to the Credit Trust or its assets, or any trust established thereunder.

ARTICLE 4. SURVIVOR'S TRUST BENEFICIARIES AND DISTRIBUTIONS

4.1 Revocable Trust. The purpose of the Revocable Trust shall be to provide for the reasonable health, support and maintenance of the Grantors, or the survivor of them. The Trustee shall distribute all income of the Revocable Trust to Grantors, or the survivor, not less frequently than annually and preferably quarterly. The Trustee may make such distributions out of the principal of the revocable portion of the Trust Estate as Trustee shall from time to time deem advisable to accomplish the purposes provided by this Article 4.1.

4.2 Upon Death of a Grantor.

(a) To Survivor's Trust; Disclaimers to Credit Trust. Upon the death of the Decedent Grantor the entire Trust Estate that being the separate property and one-half community property interests of the Surviving Grantor, and the separate property and one-half community property interests of the Decedent Grantor shall be allocated to a trust for the benefit of the surviving spouse referred to herein as the "Survivor's Trust".

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However, any of the Decedent's property disclaimed by the Surviving spouse under a qualified IRC §2518 disclaimer shall be distributed to the Credit Trust. In this regard the Surviving Grantor shall retain and shall have the full powers of withdrawal, modification, revocation and appointment as provided in Article 3, which powers shall then be in the Surviving Grantor and shall extend over all property (including income) of the Survivor's Trust, other than the Credit Trust. In computing the amount of the Decedent's bequest, the values and amounts as finally determined for federal estate tax purposes shall control, disclaimers shall not be taken into account, and it shall be assumed that the proper elections are made to qualify all qualified terminable interest property for the estate tax marital deduction regardless of what election is in fact made. In the event of simultaneous death of both Grantors, it shall be presumed neither Grantor survived the other and each grantor's share, that is one half of all community property and all separate property of each Grantor, shall pass to the Credit Trust.

To the extent a specific pecuniary sum is disclaimed without reference to specific trust assets, in allocating assets to the Credit Trust, the Trustee shall use asset values which are used in finally determining the federal estate tax on the Deceased Grantor's estate, and the Trustee shall act impartially in allocating assets to the Credit Trust so that the allocation shall consist of assets which are fairly representative of appreciation or depreciation in the value of all property then available for allocation to the Credit Trust. However, such pecuniary amount shall be limited so as not to increase the federal estate tax otherwise payable due to the Decedent Grantor's death. Such pecuniary amount shall be determined after taking into account all property which is included in the gross estate of the Decedent Grantor for federal estate tax purposes. Such pecuniary amount shall be segregated and held by the Trustee as an irrevocable trust (the "Credit Trust"), to be administered as provided in Article 5 and other applicable provisions of this instrument.

The Surviving Grantor shall have no right to alter, modify, amend, cancel or terminate this Agreement with respect to that portion of the Trust passing to the Credit Trust, and the Surviving Grantor shall have no power over the Credit Trust which would be a general power of appointment for federal gift or estate tax purposes. To the greatest extent possible, stock of any corporation which has elected (or has in effect) an S Corporation election (Subchapter S election for federal income tax purposes) shall not be allocated to the Credit Trust, but to the Survivor's Trust so that the S election may be maintained. Pension assets, IRA's or other property which contain income in respect of a decedent ("IRD") set forth on Schedule B shall be treated as owned one-half by each grantor, and shall be fully allocated to the survivor's trust to maximize the spouse's roll-over election unless the spouse disclaims this asset to the Credit Trust. Any IRD resulting from a disclaimer to the Credit Trust shall be allocated to the Credit Trust's beneficiaries and not to the surviving spouse.

(b) Survivor-Sole Beneficiary of Survivor's Trust; Income. Following the Decedent Grantor's death the Surviving Grantor shall be the sole beneficiary of the Survivor's Trust (as opposed to the Credit Trust) during his or her lifetime and all income shall be paid at least annually, and preferably quarterly to the Surviving Grantor. The

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income of the Survivor's Trust payable to the Surviving Grantor shall be computed from the date of the Decedent Grantor's death and shall continue so long as the Surviving Grantor shall live unless the Survivor's Trust is sooner paid out. If the Surviving Grantor's death occurs within an income paying period, the proportionate part of the total income for such final period computed to the date of the Surviving Grantor's death as well as all other income of the Survivor's Trust, accrued and undistributed to said date, shall nevertheless be the Surviving Grantor's property free of trust.

- (c) Purposes of Survivor's Trust. Following the death of the Decedent Grantor the purposes of the Survivor's Trust shall be to provide for the Surviving Grantor's health, support and maintenance in reasonable comfort, and such other purposes as the Surviving Spouse may decide from time to time by amendment to the Survivor's Trust.
- (d) Principal of Survivor's Trust. Following the Decedent Grantor's death, if at any time the described income distributions of the Survivor's Trust are inadequate for accomplishing the purposes of the Survivor's Trust the Trustee shall distribute principal of the Survivor's Trust to the Surviving Grantor to accomplish such purposes.
- (e) Underproductive Property. The Surviving Grantor shall have the power to direct the Trustee in writing to convert underproductive or non-income-producing assets of the Survivor's Trust to income-producing or productive assets or make up the deficiency out of other trust assets.
- (f) Marital Deduction. It is Grantors' intention that the property of the Survivor's Trust attributable to the Deceased Grantor qualify for the federal estate tax marital deduction. In this regard Article 4.5 shall apply to the Survivor's Trust following the Deceased Grantor's death with respect to such property and its income, rents, issues, gains, profits, appreciation and proceeds.
- (g) Balance-Credit Trust. Upon the death of the earlier dying Grantor ("Decedent Grantor"), Trustee shall allocate all property disclaimed by the surviving spouse to the Credit Trust as provided in Article 5.
- 4.3 Death of Surviving Grantor. Upon the death of the Surviving Grantor, all remaining assets of the Survivor's Trust not otherwise disposed of or effectively appointed by the Surviving Grantor, shall pass to and be administered as a part of the Credit Trust as provided in Article 5 and other applicable provisions of this instrument, except to the extent otherwise provided by the Surviving Grantor by modification, amendment, withdrawal, revocation or appointment of the Survivor's Trust.
 - 4.4 Gifts by Agent to Effectuate Estate Plan.

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Gifts in Event of Disability. In the event a Grantor shall become (a) disabled (as defined in Article 7(f)), then during such period of such disability the Trustee may make distributions from that portion of the Survivor's Trust Estate hereinafter described to the disabled Grantor ("Disabled Grantor") or in care of such Disabled Grantor's attorney-in-fact under a durable general power of attorney which authorizes the attorney-in-fact to make gifts from the Disabled Grantor's estate, if any, or to the Disabled Grantor's guardian of the estate. Hereinafter such attorney-in-fact or guardian of the estate shall collectively be referred to as "Agent." Such a distribution shall only be made if requested by the Agent, and no such distribution shall be made at the Trustee's instigation. From such amounts distributed by the Trustee to Agent, Agent may, but need not, make gifts as hereinafter described and as hereinafter limited by paragraph (g) below, to the Disabled Grantor's spouse, lineal ancestors, lineal descendants or spouses of such ancestors or descendants. The portion of the Survivor's Trust Estate from which Trustee may make distributions to Agent is from that portion of the Survivor's Trust Estate attributable to such Disabled Grantor and over which the Disabled Grantor has the right to revoke, modify, amend or withdraw; provided, however, such power shall not apply to any property includable in the Disabled Grantor's gross estate by reason of Section 2041 or Section 2044 of the Internal Revenue Code of 1986, as amended (the "Code"). That is to say that this Article 4.4 shall not apply to property which is attributable to assets included in the gross estate of the Decedent Grantor for federal estate tax purposes, and the income, rents, issues, profits, gains, appreciation and proceeds thereof, nor shall this Article 4.4 apply to the Credit Trust. That type of property which is part of the Survivor's Trust following the Decedent Grantor's death may only be distributed to the Surviving Grantor or to Surviving Grantor's Agent, who may hold or dispose of such as directed by the Surviving Grantor, and distributions from the Credit Trust may only be made as provided therein, and this Article 4.4 shall not apply to the Credit Trust.

- (b) Same Powers as Guardian. Such gifts may be made by Agent pursuant to the provisions of Section 11.92.140 of the Revised Code of Washington (which is incorporated herein by this reference as if fully set forth), as in effect as of the date such Disabled Grantor is determined to be disabled, as if Agent had all of the rights, powers, privileges and immunities of a guardian of such Disabled Grantor and of the Superior Court of the State of Washington as set forth in RCW 11.92.140; provided, however, Agent shall not be required to seek court approval of any action pursuant to this Article 4.4, nor shall Agent be required to petition the court or give notice to any person as would a guardian otherwise be required.
- (c) Ascertainable Standard. If Agent is among the class of persons to whom a gift may be made pursuant to this Article 4.4, such Agent shall have no power to exercise this right as to such Agent, in which event such gifts may be made to such Agent by another Agent, if any, or if there be no such other Agent, by the Disabled Grantor's attorney-in-fact under a general durable power of attorney or by such Disabled Grantor's legal guardian, if any. Notwithstanding the foregoing, such an Agent may make gifts to such Agent pursuant to the terms and conditions of this Article 4.4 if such gifts are for such Agent's health, education, support or maintenance.

- (d) Minors. Any gifts under this Article 4.4 by an Agent made to a donee who is under the age of 21 years, hereunder may be made, at Agent's sole and absolute discretion, to a Custodian under the Washington Uniform Gifts to Minors Act pursuant to RCW 11.98.020.
- Medicaid. Solely at the Agent's request, and subject to Article (e) 4.4(c) above regarding ascertainable standards. Trustee shall make transfers to Agent, which Agent may in turn transfer to Disabled Grantor's aforementioned spouse and/or aforementioned family members pursuant to RCW 11.94.050, as amended from time to time, which would not be prohibited by applicable law or regulation, including RCW 74.09 and applicable rules and regulations thereunder (as amended from time to time), for the purposes of qualifying the Disabled Grantor for medical or other assistance such as Medicaid, Community Options Program Entry System Project (COPES), the limited casualty program for the medically needy or other similar public or private assistance. This power shall only apply in the event the Disabled Grantor requires, or is reasonably expected to require, the type of services and benefits available under such programs. This Article 4.4(e) shall not be construed to prohibit transfers which would cause there to be a waiting period or disqualification, if in the Agent's judgment, incurring the waiting period or disqualification is in the long run best interest of the Disabled Grantor and the Disabled Grantor's estate. The provisions of this Article regarding powers to cause distributions from a trust for gifting purposes are hereby incorporated in this Article 4.4(e) respecting the types of transfers and gifts contemplated by this Article 4.4. Article 4.4(c) shall apply to this Article 4.5(e).
- (f) Limitation of Liability. In exercising such powers under this Article 4.4, the Trustee and/or Agent shall be relieved and discharged of any and all liability to any person, provided that the Trustee or Agent, as the case may be, is not guilty of intentional misconduct or gross negligence in the exercise of such powers.
- (g) Limitation on Amount. Unless otherwise provided in the Agent's durable general power of attorney, the amount of the gifts which Agent may make hereunder to any one donee shall not exceed the amount of the annual gift tax exclusion per donee as provided by Section 2503(b) of the Internal Revenue Code of 1986, as amended from time to time. Agent, however, shall not be required to determine whether the Grantor has made other gifts to a donee that when added to the gifts made hereunder would exceed for that donee the aforementioned annual exclusion, except when Agent has actual knowledge of such prior gift. The limitations of this Article 4.4(g) shall not apply to gifts made pursuant to Article 4.4(e), nor shall they apply if first approved by a court of competent jurisdiction.
- (h) No Direct Transfers. Any distribution or transfer made pursuant to this Article 4.4 shall be made to Agent, and not directly to the donee or transferee. Agent may then retransfer the property to the donee or transferee. No such distribution shall be made by the Trustee unless first requested by the Agent.

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4.5 Marital Deduction Savings Clause. It is the Grantors' intention that any property passing or distributed outright to the Surviving Grantor, or which remains subject to the Survivor's Trust (other than the Credit Trust) following the death of the Decedent Grantor, and which property is includable in the gross estate of the Decedent Grantor, qualify for the marital deduction provided in Section 2056 of the Internal Revenue Code of 1986, as amended from time to time. In this respect, the provisions of RCW 11.108 and other applicable provisions of law shall apply, and any provision of this Trust which would otherwise disqualify property so passing or distributable to or for the benefit of the Surviving Spouse from such marital deduction shall be subordinate to this intent. Notwithstanding the foregoing, this Article 4.5 shall not be construed as requiring that an election be made under Section 2056(b)(7) of the aforementioned Code regarding qualified terminable interest property.

ARTICLE 5. CREDIT TRUST BENEFICIARIES AND DISTRIBUTIONS

Surviving Grantor shall be the primary beneficiary of the Credit Trust and its purpose shall be to provide for his or her health, support and maintenance, to the extent the Surviving Grantor's other resources are not sufficient to allow him or her to live in the manner accustomed to prior to the death of the decedent spouse. The Surviving Spouse shall have the right to all income of the Credit Trust, payable at least annually. The Surviving Grantor shall not possess the powers of revocation, withdrawal, cancellation, modification or amendment over the Credit Trust or its property as does the Surviving Grantor over the Survivor's Trust, and the Surviving Grantor shall not have the right to alter, amend, modify, cancel or terminate the Credit Trust. It is Grantors' intent that no part of the Credit Trust be included in the Surviving Grantor's gross estate for federal estate tax purposes. In this regard, the Surviving Grantor shall have no right, power or interest in or over the Credit Trust which would cause such inclusion.

Special Power of Appointment; Five and Five provision. The surviving Trustor, during his or her lifetime, shall have the power to appoint the principal and undistributed income of the Trust Estate, or any part thereof, to himself or herself, or to any person or persons; however, the surviving Trustor may exercise said power of appointment during any calendar year only to the extent of \$5,000 or five per cent of the aggregate value of the Trust Estate, whichever amount shall be greater. Any power of appointment shall not be construed to be cumulative and if not exercised in any calendar year, such power shall be terminated as to that year. Such power of appointment shall be exercised only by means of written direction executed by the surviving Trustor and delivered to the Trustee during the lifetime of the surviving Trustor. If the surviving Trustor executes and delivers more than one such written direction to the Trustee, the last one shall control unless, by its context, the surviving Trustor clearly indicates otherwise.

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The secondary trust purposes during the Surviving Grantor's lifetime, and the primary purpose after the Surviving Grantor's death, shall be to provide for the support, maintenance, health and education of Grantors' children and the descendants of any deceased child, provided trust funds shall not be used to discharge a parent's or Trustee's personal legal obligation to provide for support, maintenance, health or education of another.

5.2 Discretionary Distributions.

- (a) Except as otherwise provided, the Trustee may make to the beneficiary or beneficiaries of the Credit Trust and any trust established therefrom such distributions as the Trustee deems advisable to accomplish trust purposes for such beneficiary. Income to the extent available shall be distributed prior to distributions of principal. In making distributions to a beneficiary, the Trustee shall have regard for the best interests and development of each beneficiary. Distributions to the beneficiaries need not be equal if, in the absolute discretion of the Trustee, the circumstances justify unequal distribution.
- (b) In addition to all other provisions for distribution, the Trustee is authorized to pay at any time or from time to time to any beneficiary, except the surviving Grantor, an amount which the Trustee, in the Trustee's absolute discretion, shall deem reasonable and consistent with the best interests of the beneficiary for the purpose of assisting him or her or a spouse to enter into business or a profession. No such distribution shall be made merely because the beneficiary requests it. Only distributions under this Article 5.2(b) and distributions for education after a beneficiary attains age 22 shall be a charge against the share of an individual beneficiary at the time of division or final distribution of the Trust Estate. No Trustee who is a beneficiary of this Trust shall participate in any decision regarding any such distribution with respect to himself or herself.
- 5.3 Division of Credit Trust Estate. Upon the Surviving Grantor's death, or when Grantors' oldest living child attains age 18, whichever event later occurs, the Trustee shall divide the Credit Trust Estate into shares, one share for each surviving child and one share for any deceased child survived by descendants. Each share shall be held by the Trustee as a separate trust to be administered in accordance with the terms of this instrument for the benefit of the person or persons for whom it was allocated. If a designated beneficiary predeceases the time for final distribution and is survived by descendants, such descendants shall be the beneficiaries. In order to substantially equalize the value of the shares, the amount of each shall be adjusted to account for the probable future cost of providing any of Grantors' children or descendants of deceased children with reasonable additional benefits in the form of ordinary care or support or education opportunities which have previously been made available to another child or the issue of a deceased child.
 - 5.4 Final Distributions and Termination.

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(a) If a beneficiary is Grantors' child, our trustee shall distribute all of the trust assets to each child outright, free of trust, except SHARON LYNETTE BAILEY's share shall be held in trust by LORINDA LOU SOUTHARD as Trustee, to be accumulated until such a time she determines to her satisfaction that SHARON LYNETTE BAILEY has no remaining criminal restitution orders, civil judgments or claims against her, or until she dies, whichever first occurs. No creditor claims shall be permitted to attach to SHARON LYNETTE BAILEY's share, nor shall she have the power to alienate, anticipate or otherwise encumber her share, and the spendthrift provisions of 5.7, below, shall apply to this gift. In the event SHARON LYNETTE BAILEY should die before receiving her distributive share of the Trust, her share shall pass to her then living issue, if any, by right of representation, and if no issue then to her siblings in equal shares.

- (b) If the beneficiary or beneficiaries of a separate trust are descendants of a deceased child of the Grantors, when the youngest then living beneficiary who is Grantors' grandchild attains age 21, the trust shall terminate and its remaining assets shall be distributed to the beneficiaries thereof by right of representation.
- (c) If all beneficiaries of a separate trust predecease the time for final distribution, the remaining assets of that trust estate shall be equally divided among the other original shares allocated to separate trusts under the terms of this instrument and held or distributed as a part of such other shares as though all events occurring from the time of division of the trust estate into separate trusts had then occurred.
- 5.5 Failure of Line. In the remote event that there are no descendants of Grantors living at the time of the death of the Surviving Grantor, or if there are no descendants of Grantors living at the termination of any trust established under this instrument, then the Trustee shall distribute the otherwise unappointed or undisposed of assets of any such trust as follows: Under the laws of intestate succession in effect as of the date of this trust instrument, with one-half of the combined trust estate passing to the heirs of each grantor, or if any grantor has no heirs, to the heirs of the other grantor.
- 5.6 Prevention of Perpetuities. Notwithstanding anything in this Agreement seemingly to the contrary, each trust established hereunder which has not terminated at some earlier date, shall, in any event, terminate one day earlier than 21 years after the death of the survivor of all those among the individual beneficiaries who are living on the date that trust became irrevocable, and the Trustee shall thereupon distribute all remaining assets of each trust to the beneficiary or beneficiaries as though the time for final distribution had then occurred.
- 5.7 Claims by Strangers. Except for that portion of a beneficiary's share of a trust established hereunder which would qualify for the marital deduction provided by Sections 2523 or 2056 of the Internal Revenue Code of 1986, as amended (the "Code"), or as a qualified domestic trust under Section 2056A of the Code, and then only during

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the Surviving Grantor's lifetime with respect to such portion, no share or interest of any beneficiary shall vest in the beneficiary until actually paid or delivered to him or her by the Trustee. No share or interest of a beneficiary shall be liable for his or her debts or be subject to the process or seizure of any court or be an asset in bankruptcy of any beneficiary. No beneficiary hereunder shall have power to anticipate, alienate or encumber his or her interest in a trust estate or in the income therefrom. If by reason of bankruptcy, judgment or any other cause, any income or principal would, except for this provision, vest in or be enjoyed by any person other than the beneficiary intended by the terms of this instrument, then such principal or income shall not be distributed but shall be withheld by the Trustee during the life of the beneficiary or any shorter period or periods in the absolute discretion of the Trustee. Notwithstanding the foregoing, no share or interest qualifying for the marital deduction provided under Sections 2523 or 2056 of the Code, or as a qualified domestic trust under Section 2056A of the Code, shall be subject to assignment, alienation, pledge, attachment or claims of creditors. This Article 5.7 shall not apply to prevent the income of a trust which could otherwise qualify as a Qualified Subchapter S Trust (as defined in Section 1361(d)(3) of the Code) from being currently distributed to its income beneficiary. Also, this Article 5.7 shall not apply as to limit or prevent the exercise of any power of appointment, revocation, withdrawal, amendment or modification.

5.8 Spouse - Disclaimer. Notwithstanding any other provisions of this instrument, if the Credit Trust contains property or proceeds thereof attributable to a disclaimer by the Surviving Grantor, the Surviving Grantor's interest in the Credit Trust with respect to such disclaimed property and its proceeds shall be limited (except as further limited herein) so that the Surviving Grantor's disclaimer is a qualified disclaimer under Section 2518 of the Code. In particular in such case, the Surviving Grantor's interests in the Credit Trust (if any) with respect to the disclaimed property and its proceeds shall be limited to the ascertainable standard of health, education, support and maintenance with respect to my spouse and/or with respect to any power to direct the beneficial enjoyment of the disclaimed property or its proceeds, including, but not limited to, any discretionary interest, right of power (including powers of appointment) over such portions of the Credit Trust concerning the Surviving Grantor or any other beneficiary, whether such interests of the Surviving Grantor are as a Trustee, beneficiary, fiduciary, powerholder or otherwise.

ARTICLE 6. POWERS AND DUTIES OF TRUSTEE

6.1 General. The Trustee shall have full power to sell, dispose of, invest, reinvest, exchange and manage the Trust Estate and all of the powers incident to trustees as provided by law. Particularly the Trustee shall have those powers, duties and limitations provided for in the Washington Trust Act of 1984, Chapter 11.98 of the Revised Code of Washington, and the investments of the Trustee shall be governed by the provisions of Section 11.100.020 to 11.100.090, inclusive, of the Revised Code of Washington ("RCW"), as amended from time to time, which statutory provisions are incorporated herein as though here fully set forth, except insofar as they may be

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inconsistent with other express provisions of this instrument, which provisions shall control. However, if the Trustee has special skills, he is under no extra duty to exercise those special skills unless such trustee is a bank, corporation with trust powers or is named as the Trustee on the basis of representations of special skills or expertise. Trustee may purchase any asset or assets from a Grantor's probate estate at fair market value and may at any time lend funds or assets to a Grantor's Personal Representative. Trustee shall not be required to establish a reserve for depreciation and shall not treat any portion of the proceeds from a sale of underproductive property as delayed income. Trustee need not segregate and may combine assets of any trust established hereunder. Books of account shall be maintained so the interest of each beneficiary is readily ascertainable.

Pursuant to RCW 11.97.010, the Trustee shall be relieved of any and all restrictions, duties and liabilities imposed by or arising from RCW 11.100.140 or any similar requirements of prior case law (as specified in RCW 11.100.140(8)) regarding notice and procedure for nonroutine transactions, and the Trustee shall not be liable to any person for any loss, damage, cause of action or claim attributable to the Trustee's failure to comply with RCW 11.100.140 or any similar requirements of prior case law.

- Retention of Assets. The Trustee shall have full power, authority and 6.2 discretion to hold and retain in the same form as received any and all property transferred t Trustee for administration hereunder (and additions thereto), even though such property not be of a nature or character authorized under the laws of the State of Washington or of any other state or jurisdiction for trust investments, or be unsecured, unproductive, underproductive, overproductive, or be of a wasting nature, or be inconsistent with the usual concepts of diversification of trust assets. Solely at the risk of the Trust Estate, the Trustee may continue to carry on any business in which a Grantor has an active interest at the time of his or her death. Furthermore, so long as an individual named in this instrument is serving as the Trustee, the Trustee shall also have the power to invest, reinvest, sell, encumber, lease, exchange, dispose of and manage the Trust Estate as though such Trustee was the absolute owner thereof, without restriction of any law pertaining to such management or investment. No power enumerated however, shall be construed to enable the Trustee or any other person: (a) to purchase, exchange or otherwise deal with or dispose of any portion of the Trust Estate or the income therefrom for less than an adequate consideration in money or money's worth; or (b) except as elsewhere provided herein, to borrow any portion of the Trust Estate or income therefrom, directly or indirectly, without adequate interest or without adequate security.
- 6.3 Determination of Principal and Income. The Trustee shall not be required to make any adjustments in bookkeeping as between the income and principal accounts in connection with premiums paid or discounts received on securities purchased. The Trustee is authorized to credit or to charge premiums or discounts on investments, and any scrip, stock dividends, extraordinary dividends or other receipts, and any estate or inheritance or other taxes or charges, either to or against principal or income, as in the Trustee's discretion shall seem just and proper under the circumstances. Any such action by the Trustee shall be binding and conclusive against all parties claiming hereunder.

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Income which by exercise of the Trustee's discretion is not distributed to beneficiaries shall be added to the principal of the trust from which it was derived not less frequently than annually. The Trustee shall not be required to establish a reserve for depreciation and shall not treat any portion of the proceeds from a sale of underproductive property as delayed income. Neither the Trustee nor any trust shall be subject to the provisions of the Washington Principal and Income Act (Chapter 11.104, Revised Code of Washington) and any amendments thereto to the extent the Trustee, in the Trustee's discretion, deems deviation necessary in order to carry out the purpose of any trust or equitably administer it. The discretion granted pursuant to this Article 6.3 shall be subject to the fiduciary duties otherwise imposed by law, and no such powers shall be exercised in such a way as to prevent property passing to or for the benefit of the Surviving Grantor (such as to the Survivor's Trust) from qualifying for the marital deduction under Sections 2523 or 2056 of the Code, or any trust from qualifying as a Qualified Subchapter S Trust, whether or not any elections to so qualify are in fact made. All of the income of any such trusts (whether or not elections are made) shall be distributed currently.

- 6.4 Administration of Residential Property. The Trustee may retain or purchase any residential property and maintain it at the expense of the Trust Estate as long as the Trustee deems it practicable to do so in furtherance of the trust purposes. Whatever homes (including winter or summer recreational residences and any condominium units for personal use) in which a Grantor holds an interest at the time of his or her death and pass to the Trust Estate shall be available for the use of the Surviving Grantor as long as he or she so desires. The Trustee shall maintain such homes at the expense of the Trust Estate, including payment of taxes and assessments. Such homes shall not be sold or otherwise disposed of with the Trustee first giving adequate and reasonable notice of the proposed disposition to the Grantors (or the Surviving Grantor if one Grantor is deceased), or in the event of a Grantor's disability, to such Grantor's legal guardian or attorney-in-fact under a durable general power of attorney. The type of notice described in RCW 11.100.140(8) shall be deemed adequate and reasonable notice if given to the Grantors (or the Surviving Grantor if one Grantor is dead), or to the legal representative of such person if the person is disabled.
- 6.5 Annual Accountings. The Trustee is relieved of duties established by statute with respect to trust accounting, provided that the Trustee shall submit to the beneficiaries annually, or more frequently at reasonable periods as requested, statements showing the true condition of the Trust Estate. For this purpose, during the lives of both of the Grantors and during the life of the Surviving Grantor, they (or the Surviving Grantor) shall be deemed to be the only beneficiaries of the Trust.
- 6.6 Pour-Over of Funds. The Trustee may receive additional property to be held according to the terms of any trust established hereunder, whether by will, provisions of another trust, designation as the beneficiary of an insurance policy, annuity, pension or profit sharing plan, individual retirement account, other testamentary or inter vivos transfer, or otherwise, made in writing expressly referring to such trust. Under no circumstances shall such transferred property be used to pay a Grantor's debts, claims

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outstanding at death, estate, inheritance or other taxes imposed by reason of such Grantor's death, provided however, if the transferred property is attributable to a Grantor, is included in that Grantor's gross estate for federal estate tax purposes, and is passing hereto by reason of such Grantor's death, any such death taxes imposed thereon by reason of such Grantor's death may be paid as otherwise provided herein or in accordance with the applicable laws relating to apportionment of such taxes, unless the governing instrument provides otherwise. Trustee may loan such funds for those purposes. Unless otherwise provided, property so added by reason of a Grantor's death shall be allocated among the trusts established hereunder as if it was property passing under this instrument by reason of the death of the Grantor whose death caused such property to pass or be paid. Unless otherwise directed, if the property is added by a Grantor other than by reason of such Grantor's death it shall be held, administered and distributed as if part of the trust estate originally transferred to the Trustee by such Grantor. If the property is added to the Trust by someone other than a Grantor, the transferor may designate or allocate the transferred property to one or more trusts established by this instrument, but if no specific designation is made, the Trustee shall divide the property equally among the trusts (if more than one is then existing).

- 6.7 Merger With Similar Trusts; Division of Trusts. If at any time there are two or more trusts under this instrument or any other instrument which are to fulfill substantially similar purposes for the same beneficiary or beneficiaries, any two or more of such trusts may, in the discretion of the trustees of such trusts, be merged or consolidated if the probable effect of such merger or consolidation will not be to the substantial disadvantage of such beneficiary or beneficiaries. If the trustees of the trusts are not the same persons, they shall serve as co-trustees of the merged or consolidated trusts, unless it is agreed by such trustees that only one of them should serve as trustee. Similarly, the Trustee shall have the discretionary power to divide any trust into separate trusts of equal or unequal value, provided that the terms of the separate trusts which result are substantially identical to the terms of the trust before division, and further provided, in the case of a trust which otherwise could qualify for the marital deduction (whether or not an election is in fact made under Sections 2056(b)(7), 2056A or 2523(f) of the Code), the division shall not be made in such a way as to prevent or disqualify a separate trust from qualifying for the marital deduction. These powers to combine and divide trusts may be exercised from time to time, and may be used to modify or reverse their prior exercise. In deciding whether and how to exercise this authority, the Trustee may (but need not) take into account efficiencies of administration, taxes and any other considerations the Trustee may deem appropriate to these decisions. Notwithstanding the foregoing, trusts with different generation-skipping transfer tax inclusion ratios shall not be merged or consolidated.
- 6.8 Insurance. The best efforts of the Trustee shall be used to collect all sums payable to Trustee as beneficiary under any policy of life insurance on a Grantor's life. The Trustee shall have full authority and power to institute any legal proceedings for collection or enforcement and without court approval may make any compromise, settlement or adjustment the Trustee deems appropriate. The Trustee shall not be

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required to institute any legal proceedings to collect or enforce such policies unless and until the Trustee is indemnified against the expenses thereof to the Trustee's satisfaction. All such expenses may be charged against the trust estate. Any insurance company issuing a policy wherein the Trustee named in this Trust is the designated beneficiary of all or any portion of the proceeds may pay such proceeds to the Trustee named herein and such Trustee's receipt therefor shall be a full and complete release and discharge to the insurance company. No such company shall be responsible for the application of any money or thing of value paid to the Trustee hereunder or for carrying out any provisions of this instrument. Notwithstanding any provision seemingly to the contrary, any person whose life is insured by a policy which is a trust asset or the proceeds of which are payable to the Trustee shall have no right, authority or power with respect to the distribution of such proceeds. If such person is serving as Trustee hereunder, he or she shall have no power to exercise or possess any incident of ownership of such policy. The other trustee or trustees shall exclusively possess and exercise all such incidents of ownership. If no other trustee is then serving, an independent trustee for that purpose shall be appointed.

- 6.9 Taxes. Except as otherwise provided in this instrument the following shall apply:
- (a) Allocation of Death Taxes. All estate, inheritance, and other death taxes or duties (excluding the excise tax imposed under Section 4980A(d) of the Code, and excluding generation-skipping transfer taxes except as provided herein), including interest or penalties thereon, imposed by reason of a Grantor's death on property included ("Included Property") in such Grantor's gross estate for federal estate tax purposes (collectively, "Death Taxes"), and whether or not the same would otherwise be payable by a Grantor's estate, shall be paid and discharged from such Included Property by the Grantor's personal representative or Trustee, as the case may be (collectively or independently, the "Fiduciary"), as follows:
- (i) First, the Death Taxes solely attributable a disclaimer of property shall be paid out of such disclaimed property, whether or not such disclaimed property passes under this instrument. This shall include any generation-skipping transfer taxes arising because of such disclaimer.
- (ii) Second, the Death Taxes shall be allocated to Included Property passing to the Surviving Grantor or solely for the benefit of the Surviving Grantor (such as to the Survivor's Trust at the Decedent Grantor's death, but not to the Credit Trust), but first to such Included Property which does not otherwise qualify for the marital deduction under Section 2056 of the Code (or would so qualify if the Surviving Grantor were a United States citizen).
- (iii) Third, from Included Property passing at the Decedent Grantor's death to the Credit Trust established under Article 5 of this instrument.

- (iv) Fourth, Death Taxes attributable to or arising from the death of Surviving Grantor, which are attributable to property of the Survivor's Trust which is included in the Surviving Grantor's gross estate for federal estate tax purposes, shall be apportioned to such property; provided however, Death Taxes shall not be apportioned to property includable in the Surviving Grantor's gross estate which otherwise qualifies for the estate tax charitable deduction under Section 2055 of the Code.
- (v) Fifth, notwithstanding the foregoing, to the extent Death Taxes are attributable to property included in the respective Grantor's gross estate which is not passing, or is not deemed to be passing under this Trust ("Non-Trust Property"), such Death Taxes shall be allocated and recovered by the deceased Grantor's personal representative or the Trustee from recipients of such included Non-Trust Property in the manner and in the amount as would be apportioned to such property under RCW 83.110, the Washington Uniform Estate Tax Apportionment Act. To the extent the gross estate of either decedent includes insurance proceeds payable directly to any individual, it is Trustors' intent that all the decedent's estate shall be entitled to recover from that individual the amount of tax attributable to the inclusion of that property in the gross estate. Any deductions or tax credits for death taxes or gift taxes shall inure to the beneficiaries of Trust property before becoming available to the beneficiaries of insurance or other non-trust property, even if the credits are thereby exhausted.
- (vi) Sixth, the excise tax imposed under Section 4980A(d) of the Code shall be allocated and apportioned as provided in RCW 83.110.
- (b) Non-Trust Property. Except as provided in paragraph 6.9 (a)(v), above, regarding insurance proceeds, for purposes of this Article 6.9 regarding taxes, property passing to the Trust Estate under a Grantor's last will or otherwise by reason of such Grantor's death and which is included in that Grantor's gross estate for federal estate tax purposes shall be deemed to be passing under this Trust, unless otherwise provided in such will or other governing instrument.
- (c) Tax Elections. The Trustee is authorized to exercise all elections available under federal, state or foreign laws with respect to the date or manner of valuation of assets, the deductibility of items for state, federal, foreign or other death tax purposes, and other matters of federal state, or foreign tax law, in accordance with what the Trustee believes to be in the best interest of the Trust, and its beneficiaries. Grantors relieve the Trustee of any duty to make adjustment to the shares of interests of any person who may be adversely affected by all such elections.
- (d) Generation-Skipping Transfer Taxes. With respect to the generation-skipping transfer tax imposed by Chapter 13 of the Code, and any similar tax imposed by applicable state, foreign, or local law, and interest or penalties thereon (collectively, "Generation-Skipping Tax"), the following shall apply:

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(i) Burden of Generation-Skipping Tax. Generation-Skipping Tax, unless otherwise directed by the governing instrument, shall be charged to the property constituting a generation-skipping transfer of property ("Generation-Skipping Transfer").

- (ii) Generation-Skipping Tax Elections. By way of addition and not by way of limitation, the Fiduciary shall have the power, except as Grantor has otherwise directed, exercisable without court approval, to allocate any federal, state, or other exemption or exclusion from the applicable Generation-Skipping Tax to any property with respect to which the Grantor is transferor (or so deemed), for purposes of such tax and to exclude any such property from such allocation.
- (e) United States Treasury Bonds. Any United States Treasury bonds which may be redeemed at par in payment of federal estate tax imposed on a Grantor's taxable estate and which are part of a trust estate included in such deceased Grantor's gross estate for federal estate tax purposes shall be used to pay that tax to the extent available, but only to the extent such estate tax is apportioned to such trust estate.
- 6.10 Interpretation. Where context and circumstances require, the gender of all words used in this instrument shall include the masculine, feminine and neuter, and the singular of all words shall include the plural and the plural the singular.
- 6.11 Reliance on Good Faith Actions; Liability. Every action made in good faith by the Trustee in the exercise of any power, authority, judgment or discretion conferred hereunder (including elections with respect to taxes) shall be conclusive and binding upon all persons interested in the assets of any trust hereunder. Trustee shall be fully protected in relying upon the advice of legal counsel on questions of law, and if reasonable care was exercised in such selection and retention, Trustee shall not be liable for loss or damage caused by any agent or attorney selected by Trustee.
- 6.12 Successor Trustee. If at any time a Grantor-Trustee should decline, fail, die, becomes disabled (within the meaning of Article 7(f)), resign or for any reason is unable to act as a Trustee, the remaining Grantor may, but need not, appoint such other person or entity as he or she shall designate in writing as a Trustee, including himself or herself. In the event both Grantor-Trustees have declined, failed, died, become disabled (within the meaning of Article 7(f)), resigned or for any other reason are unable to act as Trustee, the non-disabled Grantor(s) may appoint such person or entity as he, she or they designate in writing as the Trustee. In the absence of such designation, Grantors appoint MICHEAL ALLEN BAILEY as Trustee. If that Trustee is unable or unwilling to so act, Grantors appoint LORINDA LOU SOUTHARD as Trustee. Any Trustee shall have the power to designate in writing a successor. The Trustee may resign without approval of the court upon providing an accounting of trust assets in a manner satisfactory to the successor trustee as indicated by the written acceptance of trust assets and approval of such accounting by the successor trustee. Appointment of a successor trustee as provided herein shall not require court approval.

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6.13 Co-Trustees. In the event more than one Trustee is then serving, one Trustee designated in writing by all Trustees shall have full authority to write checks from each Trust Estate bank account and to exercise all rights, including voting and transfer rights, with respect to shares of stock held in trust. This authority provided for the convenience of the Trustees shall relieve third parties but not the Trustees from liability for actions taken pursuant to it.

- 6.14 Guardians and Attorneys-in-Fact. It is a primary intention of the Grantors in establishing this Trust with respect to a Grantor's property to have such property held, administered and distributed by the Trustee and not by a legal guardian or attorney-infact. In the event of a Grantor's disability and appointment of a legal guardian or existence of an attorney-in-fact under durable power of attorney, the assets of the trust estate attributable to that Grantor shall not become subject to the administration of such guardian or attorney-in-fact. This Article 6.16 is not intended to restrict the power of a guardian or attorney-in-fact under Article 4.4 or under applicable laws (or in the case of an attorney-in-fact, under a power of attorney) from being able to withdraw property from the Trust Estate in order to make gifts on behalf of a Grantor which are consistent with that person's powers to effectuate a Grantor's estate plan and to reduce gift, estate, or generation-skipping transfer taxes or other taxes imposed by reason of a Grantor's death.
- 6.15 Law Governing and Situs. The provisions of this instrument shall be governed by the internal laws of the State of Washington. This situs of any trust established hereunder shall be the state of Washington; however, this provision shall not be construed as preventing Trustee from moving the situs of any trust in accordance with applicable law.
- Preservation of Generation-Skipping Transfer Tax Inclusion Ratios. Upon any addition to a trust, or upon termination, partial termination or other later subdivision or distribution of any of the separate trusts created by the provisions of this instrument, or when separate trusts are to be combined, the "Nonexempt" (generation-skipping transfer tax inclusion ratio of one) or "Exempt" (generation-skipping transfer tax inclusion ratio of zero) generation-skipping character of the property of the trusts shall be preserved. Accordingly, when property is to be added to or combined with the property of another trust or other trusts or when additional trusts are to be established from one or more sources, Nonexempt property or trusts shall not be added to or combined with Exempt property or trusts, even if this requires the establishment of additional separate trusts with the same terms and provisions. If, for example, the terms of what would otherwise be one trust direct that, on termination (or on failure to exercise a power of appointment), trust property is to be added to another trust, the Exempt property of a separate trust that had been derived from the terminating trust shall be added only to an Exempt trust derived from the recipient trust; Nonexempt property shall be similarly added only to a Nonexempt recipient trust; and if no appropriate recipient trust exists for either Exempt or Nonexempt property, then a new trust of that character shall be established with the same terms and provisions as those of the trust that would otherwise receive that property under the original trust terms. This shall be the case where the property or trust has an inclusion

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ratio of between zero and one. If Trustee determines that Nonexempt property or trusts with different inclusion ratios (i.e., inclusion ratios of greater than zero) should be combined, Trustee may do so. This Article 6.18 shall not apply where trust property is to be distributed outright or free of trust, and shall not be construed to otherwise prevent Trustee from making such distributions.

Fiduciary Principles Applicable--Ascertainable Standards. If any trust 6.17 established hereunder confers "absolute," "sole," "uncontrolled," "complete," "conclusive" or similar discretion on a Trustee, the Trustee shall act in accordance with fiduciary principles and shall not act in bad faith or in disregard of the purposes of that trust. A person who holds a power to appoint or distribute income or principal to or for the benefit of others, either as an individual or as a Trustee, may not use the power to discharge the legal obligations of the person holding the power. Notwithstanding the use of terms like "absolute," "sole," "conclusive" or "uncontrolled," a person who is a beneficiary of a trust established hereunder and who, either individually or as a Trustee or a Co-Trustee, holds a power to take or distribute income or principal of that trust to or for the benefit of himself or herself, except as provided below with respect to a Grantor, he or she shall exercise that power reasonably and in accordance with the ascertainable standard of health, support, maintenance or education, except to the extent limited by a narrower or more restrictive standard. In any case in which the standard governing the exercise of the power does not clearly indicate that a broader or narrower power is intended, the holder of the power may exercise it only in his or her favor for his or her health, support, maintenance or education. This Article 6.17 shall apply notwithstanding any other provision of this instrument seemingly to the contrary; provided however, this Article 6.17 shall not limit or restrict the right of any Grantor to modify, amend, revoke, or withdraw property from that portion of any trust over which the Grantor has reserved or has been granted such power, nor shall it limit or restrict the ability of any person to exercise any expressly granted general or special power of appointment which is specifically granted hereunder, nor shall it restrict the distribution of income of any trust which requires that its income be distributed currently.

ARTICLE 7. DEFINITIONS

Where context and circumstances require, the gender of all words used in this agreement shall include the masculine, feminine and neuter, and the singular of all words shall include the plural and the plural the singular. As used in this agreement certain terms shall mean as follows:

(a) "Children" shall mean Grantors' children who are living at the time this instrument is executed and all children who may be thereafter born to or adopted by the Grantors.

- (b) "Descendants" shall mean lawful lineal issue of Grantors of every degree, provided an adopted person shall only be treated as a descendant of a child of Grantors if such adoption occurred prior to the person's 21st birthday anniversary.
- (c) "Education" shall mean elementary, high school, technical and preparatory schooling, college, university, graduate school and all other types of general or special educational training, including travel and recreational activities of an educational nature such as study programs, trips to foreign countries and summer camps.
- (d) "Income" shall mean the net income of the trust estate after payment of all proper costs of administration chargeable against income rather than principal under the terms of this instrument and applicable rules of law.
- (e) "Trustee" in the singular includes the plural. If more than one fiduciary is acting, the fiduciary powers shall apply to all acting together except as may otherwise be expressly limited or excluded.
- (f) "Disability" or "Disabled" shall mean the inability to manage property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power or disappearance. Disability of a Grantor shall be determined by his or her physician and one other physician, except that the existence of confinement, detention by a foreign power or disappearance shall be determined by the Trustee based on the available facts and circumstances, and such Trustee's determination shall be conclusive. Disability may also be determined by a court of competent jurisdiction.
- (g) "Code" shall mean the United States Internal Revenue Code of 1986, as amended.

EXECUTED by Grantors and by the Trustee on the day and year first above written.

GRANTORS:

/// /// /// AMES C. BAILEY

BARBARA L. BAILEY

TRUSTEE:

JAMES C. BAILEY

STATE OF WASHINGTON
) ss.

County of Skamania

THIS IS TO CERTIFY that on this 15th day of October, 2003, before me, the undersigned, a notary public in and for the state of Oregon, duly commissioned and sworn, personally appeared JAMES C. BAILEY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that said individual signed the same as said individual's free and voluntary act and deed for the uses and purposes therein mentioned.

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

Notary public in and for the state of Washington

Notary Public
State of Washington
Karl F. Fagerness
MY COMMISSION EXPIRES
April 18, 2007

STATE OF WASHINGTON)
) ss
County of Skamania)

THIS IS TO CERTIFY that on 15th day of October, 2003, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared BARBARA L. BAILEY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that said individual signed the same as said individual's free and voluntary act and deed for the uses and purposes therein mentioned,

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

Notary public in and for the state of Washington

Notary Public State of Washington Karf R. Fagerness MY COMMISSION EXPIRES April 18, 2007 AFN #2010174925 Page: 26 of 35

STATE OF WASHINGTON)
) ss.
County of Skamania)

THIS IS TO CERTIFY that on 15th day of October, 2003, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared JAMES C. BAILEY and BARBARA L. BAILEY, to me known to be the individuals named as Trustee under the agreement dated October 15, 2003, and who executed the within and foregoing instrument as such Trustee on behalf of said Trust, and acknowledged to me that said individual signed the same as said individuals' free and voluntary act and deed as such Trustee for the uses and purposes therein mentioned.

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

Notary public in and for the state of Washington

Notary Public
State of Washington
Kari R. Fagerness
MY COMMISSION EXPIRES

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SCHEDULE "A"

COMMUNITY TRUST PROPERTY

The Bailey Trust dated October 15, 2003

(Including the proceeds of any such investments to the extent they may be traced to those listed below; Values, if given, are approximate and relate only to the value at the date set forth below)

Bank Accounts

Riverview Bank
Account No. (Checking Account not transferred at this time)
Certificate of Deposit
Money Market Account

Real Property

Lots 3, 4, 5, 6, and 7, of Block Six of the TOWN OF STEVENSON according to the official plat thereof on file and of record as page 11 of Book A of Plats, Records of Skamania County, Washington. Tax Parcel No. 02 07 01 1 1 1800 00

Lots 1, 2 and 3, JAMES C. BAILEY SHORT PLAT, according to the Plat thereof recorded in Book 3, Page 318 of Short Plats, Skamania County, Washington. Tax Parcels No. 03 08 21 2 0 0823 00, 03 08 21 2 0 0827 00 and 03 08 21 2 0 0821 00, respectively.

Personal Property

All of our interest in all household furniture and furnishings, books, apparel, art objects, collections, jewelry and similar personal effects, sporting and recreational equipment; all other tangible property for personal use; all other like contents of our home and any vacation properties that we may own or reside in on the date of the first Trustor's death; animals; any motor vehicles that we may own on the date of the first Trustor's death; and any unexpired insurance on all such property.

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We hereby convey, transfer and deliver all of the foregoing assets to the Successor Trustee of the BAILEY TRUST dated OCTOBER 15, 2003, subject to the terms and conditions stated therein.

JAMES C. BAILEY

BARBARA L. BAILEY

STATE OF WASHINGTON, County of Skamania) ss:

I certify that I know or have satisfactory evidence that JAMES C. BAILEY and BARBARA L. BAILEY, are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 15 day of OCTOBER, 2003.

Notary Public of Washington

Notary Public State of Washington Karl R, Fagerness MY COMMISSION EXPIRES April 18, 2007 AFN #2010174925 Page: 29 of 35

SCHEDULE "B"

CONTINGENT TRUST PROPERTY

THE BAILEY TRUST dated OCTOBER 15, 2003

(Including the proceeds of any such investments to the extent they may be traced to those listed below; Values, if given, are approximate and relate only to the value at the date set forth below)

IRA's

None

We hereby designate MICHEAL ALLEN BAILEY or such Successor Trustee as may be hereafter named, as Trustee of the BAILEY TRUST dated OCTOBER 15, 2003, as beneficiary of the foregoing assets, contingent upon the death of the surviving trustor as primary beneficiary, and subject to the terms and conditions set forth in the trust.

JAMES C. BAILEY

BARBARA L. BAILEY

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SCHEDULE "C"

SEPARATE TRUST PROPERTY - JAMES C. BAILEY

THE BAILEY TRUST dated October 15, 2003

(Including the proceeds of any such investments to the extent they may be traced to those listed below; Values, if given, are approximate and relate only to the value at the date set forth below)

None

I hereby convey, transfer and deliver all of the foregoing assets to the *BAILEY TRUST* dated October 15, 2003, subject to the terms and conditions stated therein.

JAMES C. BAILEY

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SCHEDULE "D"

SEPARATE TRUST PROPERTY -BARBARA L. BAILEY

THE BAILEY TRUST dated October 15, 2003

(Including the proceeds of any such investments to the extent they may be traced to those listed below; Values, if given, are approximate and relate only to the value at the date set forth below)

None

I hereby convey, transfer and deliver all of the foregoing assets to the BAILEY TRUST dated October 15, 2003, subject to the terms and conditions stated therein.

BARBARA L. BAILEY

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File Number 1)2 49	Washington	State Certificate of	Death	State File!	Vumber	
1. Legal Name (inc	lude alka's if any). First				2. Death Date		
	James	Calvin	BATLEY		Dec. 19, 2	<u> </u>	
3.Sex (M/F) Male		ay 4b. Under 1 Year Months Days	Hours Minutes	54	Security Number 41–28–4927	51 L 2 2	ty of Death Skamania
7. Birthdate October 1	8a. Birthp 8, 1928 Lo	The state of the s	8b. (State or Foreign Country) California	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	ecedent's Education Hig	h schoo	l graduate
10. Was Deceden	t of Hispanic Origin? (Ye No	es or No) If yes, specify.	11, Decedent's Rac		hite		12. Was Decedent ev Armed Forces?
13a. Residence: N		624 SF 5" St.) (Include Apt. No 22 Shipherd Fa			13b.	City or Town	Carson
13c. Residence: C	County 13d.	Tribal Reservation Name (if applicable) 13e. State or i	•		Code + 4	13g. Inside City
	gth of time at residence.	15. Marital Status at Time	of Death 16. Surviving	shingto Spouse's Name		98610 narriage)	□ Yes K) No
	Tears tion (Indicate type of work of	Widowe done during most of working life.		ind of Business	s/industry (Do not use Co	mpany Name)	
19 Father's Name	Cont	ractor	20 M	nther's Name	Timber/C		
21. Informant's Na	Benjami	n Bailey 22. Relationship to Dec		in the second	Cecil	ia Flag	3-7
	on Bailey	유스타 지원 교 기업 기업	r	22 Ship	herd <u>Falls</u> R	d., Car	son, WA 986
24. Place of Death, i	f Death Occurred in a Hospi	ta);	Place	of Death, if Deat	h Occurred Somewhere O	and the second second	tal:
25. Facility Name	(If not a facility, give number	r&street or location) erd Falls Road		26a. City, T	own, or Location of De Carson	eth 26b . Sta WA	
28. Method of Dis	position	29. Place of Final Disposi		atory, other place), and State Land, Oregon
31. Name and Co	nbment mplete Address of Fune					32, Date	of Disposition cember 22, 2
34 Enter the cha	tor Signature X	injuries, or complications -	ause of Death (See instruction that directly caused the de (/ATE. Add additional line	ath. DO NOT		uch as cardiac	arrest, respiratory arre
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AFN #2010174925 Page: 33 of 35

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Only a parent, logal guardiar The proof(s) must match exa	ony fine asserted true facts	a). For example, if the	ationic says the name.	ange the birth certificate. Is Mary Arm Doe, then the proo	f must show the
name to be Mary Ann Des. N 3. Proof must be five (or more)	fary A. Doe or M.A. Doe do	ses not prove the warr	e is Mary Ann Dee. 📗		
d Up to one one the parent/s).	or tensi di serdina row aba	nce the child's last has	me with so affidavit for (correction, provided:	
This is a one time only char The new last name may be	the mother's malden name	e car futirer a nama .ii b.	resent on the certificate) or any combination of the two.	
 documentary propf. 	400			pelling changes may be made	4
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The medical imprination (car	ise of death) may be charged for	ned only by the cartily	rig physician at the cor Global mediather from	oner/medical examiner. death occurred to make chang	es.
Marriage/Dissolution (Divorce) Cartif	A	**************************************	in which good side of a fact that the state of the first state of the	nach graein (1 - 1907 a 1904) an air an hair an 1904 - 1905 (1905) 1905 (1905) 1905 (1905) Samuniaga, hainadh aist ide sair sair an 1906 (1906) 1907 (1906) 1907 (1906) 1907 (1906) 1907 (1906) 1907	ing sparse
Personal fact(s) (minor spell)	ng changes in neme, datu	or place of birth or res the officient (residege	eldenca) may be change If or clerk of court (dissi	ed by affidavit (with proof) by the blutton) must sign the affidavit.	e person.

DONCHS (22) (Per. W2002)

CERTIFIED

DEC 3 1 2007

Alan Melnick Health Officer Skamania Co. Public Health NNU1216904 AFN #2010174925 Page: 34 of 35

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(Lags Name and w/m/m)	Little Charles Contrate State Contrate		eath Date	
	as Birinday No. Linder 1 Year	Under 1 Day b. Social Secu	eb 12, 2006	s. County of Death
	a. Birthplace (City, Town, or County) 8b. (Si	Minutes 544-26 dis or Foreign Country) M. Decec Oregon His		Clark
10. Was Decembert of Historic Or		11. Décedent's Race(s)		12, Was Decedent over in
	994 (e.g., 624 SE 5" St.) (Include Apt. No.)	Whit	136. City or	MO NO
13c. Residence: County Skaman Ja	13d. Tribal Reservation Name of applica	Washington	13. Zp Code + 98610	4 13g. Inside City Limi
46 years	sidence. 15. Martial Status at Time of Dea Married	James Bailey		
	of work-done cluring most of working life. (66 sec	Own I	lome	B//
19. Father's Name (First, Middle, Let Jack 21. Informaci's Name		20. Mother's Name Before Charlotte		Vaughn
21. Informant's Name James Balley 24. Page of Death (Death Consend in	22. Relationship to Decedent Husband	P.O. Box 5 Carson,	WA 98610	There 2p
 Piece of Deg in, if Death Occurred in Inpatient Facility Name (if not a facility, give 			red Somewhere Other than a per Location of Death 26	
	gton Medical Center	Vanco		WA 98664
Entombment 1. Name and Complete Address of	Kiverview Abbey M	ausoleum	Portland	
Riverview Abbey 3 3. Funeral Director Signature X	Funeral Home 0319 SW T	aylors Ferry Rd Port	land, OR 97219	Feb. 16, 2006
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Conter for Health Statistics

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		STATE	OFFICE U	SE ONL	Υ _	
State File Number		Fac Number		Initials	Date	Affidavit Number
Use the section below for requesting any changes on the record.						
Record Type:	Birth	Death			/larriage	
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All vital records as	o registered by r	aceived. An item may be changed by	v afficavit only	once. Su	bsequent cha	inges must be made by court order. The incorrec
certificate must be	returned within	one year of the date it was issued to r	eceive a repla	cement co	py free of cha	arge.
All changes must	be established	by documentary proof submitted v	ith the altiday	AT		School Record
Examples of docu	mentary proof:	Certificate of Naturalization Hospital Records	Medical Re Military Re	scora cord (DD-	214)	Votor's Registration Card (if it bears an
		Insurance Records	Birth Reco	rd	- 4/1	effective date)
		Marriage/Divorce Records	Passport			Allen Registration Card (front and back)
Birth Certificates:		the same of the sa	h 0	## 40	talant memus mba	was the high andificate
 Only a particular the proof 	rent, legal guardi (e) must match e	an (if the child is under 18), or the ad-	uit themselves cample if the s	(11 1 Boro ffidavit sa	vaer) may cha vs the name is	s Mary Ann Doe, then the proof must show the
name to b	e Mary And Doe.	Mary A. Doe or M.A. Doe does not p	rové the name	is Mary A	nn Dog, 📗	
2 Proof mus	t ha five for more	 years old or have been established or logal guardian may change the 	within five ves	rs of birth		orrection provided:
This is a	Same times and a street	and Subcompot changes will requi	re a certificit (റസ്ത് മറ	OUT OFFICIENT	name chaude.
The serv	last name may b	with a mathade maiden name or fathe	r's name (if on	seat on th	te certificatet	or any combination of the two.
- After age	one, last name ntary proof.	changes require a certified copy of a	court ordered	name cna	inge, Minor st	pelling changes may be made with an affidavit and
5 Paramile)	eesta erhaneest Habi	r child's first or middle name by comp	leting and sigr	ing an aff	idavit for corre	ection (until their child's 18th birthday).
6. This affid	avit cannot be u	sed to add a father to a birth certifi	cate. (Use the	paternity	affidavit - 10	orm DOH/CHS 021)
Death Certificates:					المارية المعارض المارية	ion is proported to be observed the sea seedled
informatio	n					ion is presented) may change the non-medical
2 The media	al information (n	ause of death) may be changed only	by the certifying	n physicia	an or the coro	oner/medical examiner.
If it is less	than sixty days f	rom date of death please contact the	county health	cepartmer	nt where the c	ream occurred to make changes.
Marriage/Dissoluti	on (Divorce) Cer	incates:	and believes and the	والمراجع المراجع المراجع	u, ka ahanca	d by affidavit fwith aroah by the nersee
 Personal f To change 	act(s) (minor spe e the date or plac	illing changes in name, date or place a of marriage or dissolution, the offici	ant (mamade) or bitte or test	or clerk o	y on change I court (dissol	d by affidavit (with proof) by the person. lution) must sign the affidavit

DOH/CHS 023 (Rev. 0/9(x09)

CERTIFIED

JUN 09 2008

Alan Melnick
Health Officer
Clark County Public Health
PP00357735