



**WHEN RECORDED RETURN TO:**

Mr. James Hutchings  
PO Box 42  
Carson, WA 98610

**DOCUMENT TITLE(S)**

Revocable Trust Agreement / First Amendment  
**REFERENCE NUMBER(S)** of Documents assigned or released:

☐ Additional numbers on page \_\_\_\_ of document.

**GRANTOR(S):**

James O. Hutchings <sup>trustee</sup> 2018 Living Trust

☐ Additional names on page \_\_\_\_ of document.

**GRANTEE(S):**

James O. Hutchings 2018 Living Trust

☐ Additional names on page \_\_\_\_ of document.

**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

N/A

☐ Complete legal on page \_\_\_\_ of document.

**TAX PARCEL NUMBER(S):**

N/A

☐ Additional parcel numbers on page \_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

**I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recorded processing requirements may cover up or otherwise obscure some part of the text of the original document.**

**Company Name:**

**Signature/Title:** James O. Hutchings

# REVOCABLE TRUST AGREEMENT

## OF THE

### JAMES O. HUTCHINGS 2018 LIVING TRUST

DECLARATION OF TRUST made this 2nd day of March, 2018,  
by JAMES O. HUTCHINGS, hereinafter referred to as "Settlor," and JAMES O.  
HUTCHINGS, hereinafter referred to as "Trustee."

#### ARTICLE I

1.01 Settlor hereby declares that he has set aside and holds in trust the property described in Schedule "A" attached to this instrument. All property subject to this instrument from time to time, including the property listed on Schedule "A", is referred to as the "Trust Estate" and shall be held, administered, and distributed in accordance with this instrument.

Any power reserved in the Settlor to alter, amend, modify or revoke this Trust, in whole or in part, is held by the Settlor only during his lifetime. If the Trust is revoked during the lifetime of Settlor the property shall be returned to the Settlor as his separate property regardless of whether or not Settlor is married at that time.

1.02 The Trustee shall administer the Trust Estate. Upon the resignation, death, or disability of Trustee, Tamara S. Tubbs, currently of Carson, Washington, shall be the successor Trustee hereunder.

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## ARTICLE II

### During Settlor's Lifetime

2.01 During the lifetime of the Settlor the Trustee shall pay to or apply for the benefit of the Settlor the net income of this Trust in monthly or more frequent installments. If the Trustee considers such income insufficient, the Trustee shall also pay to or apply for the benefit of the Settlor such sums out of principal of the Trust as the Trustee, in the Trustee's discretion, shall consider necessary for the Settlor's proper health, education, support, maintenance, welfare, comfort and enjoyment. The Trustee shall exercise in a liberal manner the power to invade the Trust principal, the rights of subsequent beneficiaries in the Trust being of secondary importance.

## ARTICLE III

### Upon the Death of Settlor

3.01 On the death of the Settlor the Trustee shall pay out of the principal of the Trust, the debts, last illness and funeral expenses and other costs incurred in administering the Settlor's probate estate, or as otherwise required to pay the debts of Settlor including all federal or state inheritance taxes, arising by reason of the death of the Settlor.

3.02 The remaining assets of the Trust shall be managed by the Trustee, continue in trust and be distributed as provided in Section 3.03, below.

3.03 After the death of the Settlor, the Trust Estate shall continue to be held in trust according to the terms of this Agreement and be managed by the Trustee as follows:

a) The real property asset consisting of land and improvements located at 532 Hot Springs Avenue, Carson, Washington, Assessor's Tax Parcel Number 03082812070000, shall be maintained and managed for the purpose of renting such property as income-producing property to the maximum extent legally permissible under applicable law. The

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Trustee shall have the authority to manage, maintain, and lease such property on business terms determined by her from time to time. The Trustee shall also have the authority to decide whether or not to maintain cash reserves in a Trust Estate bank account(s) for such future capital expenditures on the real property of the Trust as the Trustee determines are reasonably necessary from time to time.

b) The real property asset consisting of land and improvements located at 562 Hot Springs Avenue, Carson, Washington, Assessor's Tax Parcel Number 03082812060000, shall be maintained by the Trustee and made available for occupancy as a personal residence for Tamara S. Tubbs and for Judi Ann Hutchings, rent-free, for the remainder of the lives of Judi Ann Hutchings and Cindy D. Truelove. The Trustee shall have the authority to manage, maintain, and lease such property on business terms determined by her from time to time.

c) The net rental income received by the Trust from the real property asset located at 532 Hot Springs Avenue, Carson, Washington, Assessor's Tax Parcel Number 03082812070000, shall be distributed by the Trustee to the following income beneficiaries of the Trust, not less frequently than monthly, for the remainder of their natural lives:

- Judi Ann Hutchings, currently of Carson, Washington; and
- Cindi D. Truelove, currently of Carson, Washington.

Upon the death of either Judi Ann Hutchings or Cindi D. Truelove, the Trustee shall pay the net rental income received by the Trust from said real property to the survivor of them for the remainder of her natural life. Neither Judi Ann Hutchings nor Cindi D. Truelove may assign or transfer her interest in the income from said Trust real property to any person or entity, but either may disclaim her rights to receive such income distributions.

d) The non-real property assets contained in the Trust Estate shall be used by the Trustee to pay expenses of the Trust Estate related to the real property assets, including without limitation income taxes, property taxes, maintenance and repair expenses, advertising

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and marketing expenses, capital improvements and professional fees and expenses. The Trustee shall pay all such expenses on a timely basis.

e) Upon the death of the last to survive of Judi Ann Hutchings and Cindy D. Truelove, the real property assets located at 532 Hot Springs Avenue, Carson, Washington, Assessor's Tax Parcel Number 03082812070000 and 562 Hot Springs Avenue, Carson, Washington, Assessor's Tax Parcel Number 03082812060000 shall be distributed in fee simple absolute title, as tenants in common in equal shares, to the following beneficiaries:

- Tamara S. Tubbs, currently of Carson, Washington;
- Taya Hill, currently of Vancouver, Washington;
- Teresa D. Hollenberry, currently of Vancouver, Washington; and
- Brandy J. Hollenberry, currently of Vancouver, Washington.

All remaining Trust Estate Assets shall also be distributed in equal shares, to the beneficiaries named in this subparagraph, at the same time. In the event that any of the Trust beneficiaries named in this subparagraph fails to survive the last to die of Judi Ann Hutchings or Cindy D. Truelove, then her share shall be distributed equally to the remaining Trust beneficiaries.

f) Upon the distribution of Trust Assets to the beneficiaries named in subparagraph e), above, the Trust shall terminate.

3.04 If at any time before full distribution of the Trust Estate both Settlor and all the Section 3.03 beneficiaries are deceased and no other disposition of the Trust Estate is directed by this instrument, the remaining portion of the Trust Estate shall then be distributed to the living legal heirs of Settlor and the Trust shall terminate.

## ARTICLE IV

### Powers and Duties of Trustee

4.01 No person dealing with the Trustee shall be obliged to inquire as to his/her powers or to see to the application of any money or property delivered to it.

4.02 Should any part, clause, provision or condition of any Trust provided for in this instrument be held to be void, invalid or inoperative, such invalidity shall not affect any other provisions hereof, which shall be effective as though such invalid provision had not been made.

4.03 In the investment, administration and distribution of the Trust Estate the Trustee (subject to its duty to apply the proceeds and avails of the Trust Estate to the purposes herein specified, and subject to any restrictions of the Trustee's power to manage the investments which may be set forth in this Trust Agreement) may perform every act in the management thereof which individuals may perform in the management of like property, owned by them free of trust, and it may exercise every power with respect to each item of property in a Trust Estate, real and personal, which individual owners of like property can exercise, including by way of illustration, but not by way of limitation, the following powers:

A. To retain indefinitely any property (including stock of any corporate Trustee hereunder or of a parent or affiliate company) originally constituting the trust or subsequently added thereto, although not of a type, quality or diversification considered proper for trust investments;

B. To invest and reinvest the trust property in bonds, stocks, common trust funds, mortgages, notes or other property of any kind, real or personal, suitable for the investment of trust funds;

C. To mortgage, pledge or otherwise encumber any real property upon such terms and conditions as may extend beyond the term of any trust hereunder; to grant option for any of the foregoing;

D. To manage and conduct the affairs of any business an interest in which is held hereunder; to act as a partner or limited partner; to act as an officer, director or employee of any such corporation or other business entity through designated employees, and to receive compensation for acting as such; to incorporate or

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otherwise liquidate any such interest; to delegate the actual operation or management to others;

E. To borrow from time to time from any person or corporation (including the Trustee) for such periods of time and upon such terms and conditions as may be deemed proper such sums of money as may be deemed necessary or advisable, and to secure such loans by the pledge, hypothecation or mortgage of any trust property hereunder, provided, however that the proceeds of such loans or financings are maintained in the Trust Estate and applied to the management and operation of the Trust Estate for income-producing purposes. ;

F. To exercise, reject or otherwise dispose of any purchase, conversion or subscription rights arising from or issued in connection with any stock, security or other property held hereunder; to vote in person and to give general or special proxies or powers of attorney for voting or action in respect of shares or securities, which proxies may be discretionary and with power of substitution;

G. To participate in any plan of reorganization, including consolidation or merger, to deposit any property under any such plan of reorganization with any protective or reorganization committee and to delegate to such committee discretionary power with relation thereto; to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan and to accept securities or other property received pursuant to any such plan;

H. To effect fire, rent, title, liability, casualty or other insurance of such nature and in such form and amount as may be deemed desirable upon or in relation to any property of the trusts;

I. To hold bonds, shares of stock or other securities in bearer form, in its name or in the name of a nominee, and to deposit cash in one or more banks (including the Trustee's bank) checking or savings accounts without indication of any fiduciary capacity;

J. To make any lease or sublease of any such property for such period of time and to include therein any covenants or options for renewal as may be deemed proper without regard to the duration of any trust;

K. To manage any real property or interest therein held hereunder in such manner as shall be deemed advisable, and to vacate and abandon the same; to adjust boundaries; to demolish any buildings or improvements; to grant easements; to subdivide and sell or lease subject to any covenants; to partition and to pay any sums necessary for equality of partition; to perfect the title thereof; to expend such amounts as shall be deemed advisable for the maintenance or repair of any buildings or improvements; to expend such amounts as shall be deemed advisable for the development, alteration or improvement of the same or for the erection of any buildings or improvements, and to determine whether or not to establish reserves for depreciation of any buildings or improvements;

L. To review, extend, subordinate or replace or to participate in the renewal, extension, subordination or replacement of any mortgage or any lease upon

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such terms as may be deemed advisable; to release from the lien of a mortgage a portion of the property subject thereto; to accept surrender, cancellation or assignment of any lease and to pay a consideration therefor to such extent as may be deemed advisable; to agree to a reduction in the rate of interest on any mortgage or rental payments due under any lease or to any other modification or change in the terms of any mortgage, or of any guarantee securing any mortgage or of any lease, in any manner and to any extent as may be deemed advisable; to waive or forbear to sue on any default in the performance of any covenant or condition of or payment due under any mortgage or lease or in the performance of any covenant or condition of or payment due under any mortgage or lease or in the performance of any guarantee or to enforce any such default in such manner and to such extent as may be deemed advisable or to exercise and enforce and forbear to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect of any mortgage or of any guarantee or of any lease held hereunder and at any foreclosure to purchase the real property covered by any mortgage; to take a deed in lieu of foreclosure and to pay a consideration therefor; and to retain any such real property received on any foreclosure;

M. To act in any jurisdiction where permitted by law to do so, or to establish an ancillary trust and designate one or more persons, or a band or trust company to be ancillary trustee in any jurisdiction in which ancillary administration may be necessary; to negotiate and determine the compensation to be paid to any such ancillary trustee whether or not compensation would otherwise be authorized by law, and to pay such compensation from the trust property; to direct that an ancillary trustee shall not be required to furnish bond or security for the faithful performance of duties in such jurisdiction; to grant to any ancillary Trustee with respect to any and all property subject to administration by them all of the powers, authorities and discretions appropriate to the ancillary administration; and to remove any acting ancillary trustee and appoint another, or appoint itself, at will;

N. To employ as custodians, brokers, accountants, appraisers, attorneys or other agents such persons, firms or organizations as the Trustee may deem necessary or desirable and to pay the reasonable compensation of such persons from the trust property;

O. To take or defend any proceedings at law or in equity with reference to or in any manner concerning the trusts and to represent the interests of the trusts in any proceedings, with power to settle, compromise and refer to arbitration any matter in any way affecting the same; to pay, compromise or contest any other claim or dispute directly or indirectly affecting the property of the trusts hereunder;

P. To make principal and income distributions in cash or in kind; or partly in each, or in undivided interests or in different assets or disproportionate interests in assets; to value the trust property for such purposes; and to sell any property in order to make division or distribution;

Q. To receive property by gift or will or otherwise from any person or persons as additions to any trust or trusts hereunder and to hold the same upon such trust or trusts and to administer it under the provisions hereof;



R. To keep any or all of the property of the trusts at any place or places in the state of the Trustee's domicile or elsewhere within the United States or abroad, or with a depositary or custodian at such place or places;

S. To deal with, purchase assets from or make loans to, the fiduciary of any trust made by the Settlor or any member of the Settlor's family or any trust or estate in which any beneficiary under this agreement has an interest, though a trustee hereunder is such fiduciary, and to retain any property so purchased;

T. To enter into oil, gas and other mineral leases, on such terms as it may deem proper, and to enter into any pooling, unitization, repressurization, community and other types of agreements relating to the development, operation and conservation of mineral properties;

U. To continue to exercise all powers as Trustee after termination for such period of time as the Trustee in its sole discretion shall deem necessary for the orderly and proper termination and transfer of the Trust Estate; to continue and trust for a reasonable time after the Settlor's death to obtain the benefit of the alternate valuation for estate tax purposes;

V. To allocate receipts and disbursements between income and principal in such manner as the Trustee in its sole discretion determines even though a particular allocation or allocations may be made in a manner inconsistent with what would otherwise be applicable state law. Provided, however, this power shall not apply with respect to any marital qualifying trust created under this Trust Agreement.

W. To buy, sell, trade and deal in securities of every nature (including "short" sales) and including puts, calls, straddles and other options, covered and uncovered, and commodities of every nature and contracts for the future delivery of commodities of every nature and contracts for the future delivery of every nature, on margin or otherwise, and for such purpose to maintain and operate margin and commodity accounts with brokers; and, in connection therewith, to borrow money and to pledge any and all stocks, bonds, securities, option contracts, commodities, and contracts for the future delivery thereof, held or purchased by the trustee with such brokers as security for loans or advances made to the trustee, however, subject to the Trustee's duty to invest prudently;

X. To delegate discretionary authority to an investment advisor.

## ARTICLE V

### Amendment and Revocation

5.01 Amendment or Revocation During Settlor's Lifetime. During the lifetime of the Settlor, the Trust may be amended or revoked in whole or in part by a written instrument signed by Settlor and legally acknowledged.

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5.02 Powers of Amendment or Revocation Personal to Settlor. The powers of the Settlor to amend or revoke this instrument are personal to the Settlor and shall not be exercisable on behalf of the Settlor by any attorney-in-fact, conservator or any other person, except that this limitation shall not apply to an express power to revoke or amend this Trust granted by a Settlor to any person or persons and contained in any durable power of attorney created under the laws of the State of Washington.

## ARTICLE VI

### Miscellaneous Provisions

6.01 Other property acceptable to the Trustee may be added to the Trust by any person, by the Will or Codicil of Settlor, by the proceeds of life insurance, or otherwise.

6.02 Unless the Trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interests of this Trust, the Trustee shall not be liable to any beneficiary of this Trust for distribution made as though the event had not occurred.

6.03 Unless sooner terminated in accordance with other provisions of this instrument, all trusts created under this instrument shall terminate 21 years after the death of the last survivor of the Settlor and the beneficiaries named in Article III. The principal and undistributed income of a terminated trust shall be distributed to the then beneficiaries of this Trust. Distribution under this clause shall be made by right of representation to the persons who are entitled or authorized, in the Trustee's judgment, to receive trust payments.

6.04 No interest in the principal or income of any trust created under this instrument shall be anticipated, assigned, encumbered or subjected to a creditor's claim or legal process before actual receipt by the beneficiary. If the creditor of any beneficiary (other than a Settlor) who is entitled to any distribution from any trust established under this instrument shall attempt by any means to subject to satisfaction of his/her/its claim such

beneficiary's interest in a distribution, then, notwithstanding any other provision of this instrument, until the release of the writ of attachment or garnishment or other process, the distribution set aside for such beneficiary shall be disposed of as follows:

A. The Trustee shall pay to or apply for the benefit of such beneficiary such sums as the Trustee shall determine to be necessary for the reasonable health, education and support of the beneficiary according to his/her accustomed mode of life; and

B. The portion of the distribution that the Trustee shall determine to be in excess of the amount necessary for such health, education and support shall, in the Trustee's discretion, either be added to and become principal in whole or in part or be paid to or applied for the benefit of the other beneficiaries then entitled to received payments from any trust established under this instrument, in proportion to their respective interests in this the Trust Estate; or, if there be no other beneficiaries, the excess income may be paid to or applied for the benefit of the person or persons presumptively entitled to the next eventual interests in proportion to their respective interest therein.

6.05 The validity of this Trust and the construction of its beneficial provisions shall be governed by the laws of the State of Washington in force from time to time. This Paragraph 6.05 shall apply regardless of any change of residence of the Trustee or any beneficiary, or the appointment of a substitute Trustee residing or doing business in another state.

6.06 As used in this instrument, the masculine, feminine or neuter gender, and the singular or plural number, shall each include the others whenever the context so indicates.

6.07 If any provision of this Trust instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

6.08 Payments to any beneficiary who is a minor or is under any other disability may be made for the beneficiary's account to the beneficiary's conservator, guardian of the

person, custodian under the Uniform Gifts to Minors Act, or custodial parent of a minor; or may be applied for the beneficiary's benefit. Sums may be paid directly to minor beneficiaries who in the Trustee's judgment have attained sufficient age and discretion to render it probable that such sums will be properly employed. No bond or other security shall be required of any such payee, except that in the case of a custodial parent of a beneficiary, which custodial parent is not a blood relative of either Settlor, a bond equal to the beneficiary's trust amount shall be required. No distribution under this instrument to or for the benefit of a minor beneficiary shall discharge the legal obligation of the beneficiary's parents to support him or her in accordance with the laws of the state of the parents' domicile from time to time unless a court of competent jurisdiction determines that this distribution is necessary for the minor's support, health or maintenance.

6.09 The Trustee shall not be personally liable to any creditor or to any other person for making distributions from any trust under the terms of this instrument if the Trustee has no notice of the claim of such creditor.

6.10 Except as otherwise specifically provided in this instrument, if any person named herein fails to survive the Settlor for thirty (30) days, for all purposes of this Trust the person shall be considered to have predeceased the Settlor.

6.11 Any beneficiary shall have the right to disclaim all or any part of any interest in property to which he or she may be entitled under this instrument. Except as otherwise provided herein, any interest so disclaimed shall be distributed as if the beneficiary had predeceased the Settlor. No other interest of the beneficiary shall be affected by the disclaimer unless that interest shall also be disclaimed.

## ARTICLE VII

### Trustee Provisions

7.01 Trustee Bond. No bond shall be required of any person named in this instrument as Trustee, or of any person appointed as the Trustee in the manner specified herein, for the faithful performance of his duties as Trustee.

7.02 Trustee Fees. A corporate or professional successor Trustee shall be entitled to charge to and receive from the Trust Estate reasonable compensation for its ordinary and extraordinary services as Trustee hereunder in accordance with its schedule of fees charged from time to time for administration of trusts. Such expenses and compensation shall constitute a lien on the Trust Estate and shall be paid prior to final distribution of the Trust Estate.

7.03 Trustee and Co-Trustee. No Trustee designated in this instrument shall be liable to any beneficiary or to any heir of either Settlor for the Trustee's acts or failures to act, except for breach of fiduciary duty under the laws of the state of Settlor's domicile at the date of Settlor's death. No Trustee shall be liable or responsible for any act, omission or default of any other Trustee provided that the Trustee shall have had no knowledge of facts that might reasonably be expected to put the Trustee on notice of it.

7.04 Trustee Incapacity. If the Trustee cannot administer the trust because of physical or mental incapacity, or otherwise cannot act during any period of incapacity, the successor Trustee named herein shall act as Trustee, having all the rights and powers granted to the Trustee by this instrument. Physical or mental incapacity shall be conclusively established if two licensed physicians issue written opinions to that effect.

7.05 Successor Trustee for Predecessor Trustee. No successor Trustee shall be liable for any act, omission or default of a predecessor Trustee. Unless requested in writing within 60 days of appointment by an adult beneficiary of the trust, no successor Trustee shall have any duty to investigate or review any action of a predecessor Trustee and may accept the account records of the predecessor Trustee showing assets on hand without further

investigation and without incurring any liability to any person claiming or having an interest in the trust.

7.06 Accounting by Trustee. During the Settlor's lifetime the Trustee shall account only to the Settlor, and his written approval shall be final and conclusive in respect to transactions disclosed in the accounting to all beneficiaries of the Trust. After the death of Settlor the Trustee shall render an accounting from time to time but not less frequently than annually. Accountings shall be made by delivering a written account to each beneficiary entitled to current income distributions, or if there are no current income beneficiaries, to each beneficiary entitled to current distribution from income or principal in the Trustee's discretion. If any person entitled to receive an accounting is a minor or is disabled, the accounting shall be delivered to his/her parents or the guardian of his/her person, or to the guardian or conservator of his/her person if he/she is disabled. Unless any beneficiary, including parents, guardians or conservators of beneficiaries, shall deliver a written objection to the Trustee within 90 days of receipt of the Trustee's account, the account shall be final and conclusive for transactions disclosed in the accounting concerning all beneficiaries of the trust, including the unborn, unascertained and contingent beneficiaries. After settlement of the account by agreement of the parties objecting to it or by expiration of the 90 day period, the Trustee shall no longer be liable to any beneficiary of the trust, including unborn, unascertained or contingent beneficiaries, for transactions disclosed in the accounting, except for Trustee's intentional wrongdoing or fraud.

7.07 Trust Expenditures by Settlor-Trustee. Settlor, acting as Trustee hereunder, shall have the power and authority to bind the Trust in any transaction, and Settlor-Trustee may be the sole signatory on all checks necessary to complete said transaction or accomplish such expenditure.

## ARTICLE VIII

Name of Trust

The trust created by this instrument may be referred to generally as the JAMES O. HUTCHINGS 2018 REVOCABLE LIVING TRUST.

IN WITNESS WHEREOF, the Settlor has hereunto set his hand as of the day and year first above written.

SETTLOR AND TRUSTEE

James O. Hutchings  
JAMES O. HUTCHINGS

[REDACTED]  
Social Security Number

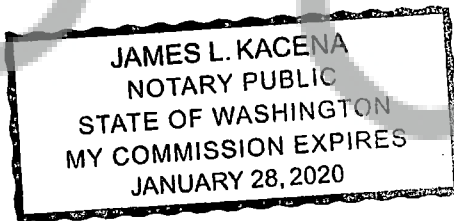
STATE OF WASHINGTON )

County of Klickitat )

) ss.

On this, the 2<sup>nd</sup> day of March, 2018, before me, James L. Kacena, Notary Public of said State, duly commissioned and sworn, personally appeared JAMES O. HUTCHINGS, known to me (or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and who acknowledged that being informed of the contents of the instrument it was executed freely and voluntarily for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



James L. Kacena  
Name JAMES L. KACENA  
Notary Public  
My Commission expires: 1/28/2020

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**FIRST AMENDMENT TO**  
**REVOCABLE TRUST AGREEMENT**  
**OF THE**  
**JAMES O. HUTCHINGS 2019 LIVING TRUST**

**THIS FIRST AMENDMENT TO REVOCABLE TRUST AGREEMENT OF THE JAMES O. HUTCHINGS 2018 LIVING TRUST** is made this 2<sup>ND</sup> day of July \_\_\_\_\_, 2019, by **JAMES O. HUTCHINGS**, hereinafter referred to as "Settlor," and **JAMES O. HUTCHINGS**, hereinafter referred to as "Trustee."

**RECITALS:**

The Settlor has created the James O. Hutchings 2018 Trust ("Trust"). Settlor has retained the right to amend and or revoke the Trust or provisions of the Trust, and;

Now, therefore, Settlor hereby amends the Trust as follows.

1. Subsections 3.03 a) and 3.03 d) are hereby deleted by reason of the fact that the real property asset referred to has been sold. In its place the deleted language is hereby replaced by the term "Intentionally Deleted".
2. Subsection 3.03 e) is hereby amended by deleting the following:
  - Teresa D. Hollenberry, currently of Vancouver, Washington; and
  - Brandy J. Hollenberry, currently of Vancouver, Washington.
3. Schedule A. to the Trust is hereby amended by deleting the reference to:  
532 Hot Springs Road, WA, Assessor's Tax Parcel No. 03-08-2812-0600/00.

4. Except as expressly modified as set forth in Sections 1, 2 and 3, above, the James O. Hutchings 2018 Trust shall remain in full force and effect according to its original terms.

IN WITNESS WHEREOF, the Settlor and the Trustee has hereunto set his hand as of the day and year first above written.

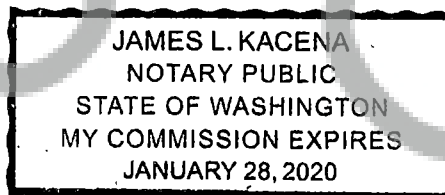
SETTLOR AND TRUSTEE

James O. Hutchings  
JAMES O. HUTCHINGS  
[REDACTED]  
Social Security Number

STATE OF WASHINGTON )  
 ) ss.  
County of Klickitat )

On this, the 2<sup>ND</sup> day of July, 2019, before me, JAMES L. KACENA, a Notary Public of said State, duly commissioned and sworn, personally appeared JAMES O. HUTCHINGS, known to me (or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and who acknowledged that being informed of the contents of the instrument it was executed freely and voluntarily for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



James L. Kacena  
Name: James L. Kacena  
Notary Public  
My Commission expires: 1/28/2020