

1 THIS TRUST INDENTURE, Made this 23rd day of December, 1963, between Leroy
2 Gienger and Elvine Gienger, husband and wife, hereinafter called the Donors,
3 and Leroy A. Gienger and Nina Gienger, hereinafter called the Trustees,

4 W I T N E S S E T H:

5 WHEREAS, the Donors desire to establish a trust upon the conditions and for
6 the uses and purposes hereinafter set forth:

7 NOW, THEREFORE, in consideration of the premises and of the mutual covenants
8 herein contained, the Donors have conveyed, granted, assigned and delivered to
9 the Trustees the property specifically set forth in Exhibit A hereunto appended,
10 receipt of which property the Trustees hereby acknowledge.

11 TO HAVE AND TO HOLD IN TRUST NEVERTHELESS, for the following uses and pur-
12 poses, and subject to the terms, conditions, powers and agreements hereinafter
13 set forth.

14 ARTICLE FIRST:

15 (1) To pay all or such part of the net income to the Donors' granddaughter,
16 Nina Beth Gienger, until she attains the age of 21 years, as, in the discretion
17 of the Trustees, seems advisable;

18 (2) To pay out or apply all or such part of the net income for the benefit
19 of the said Nina Beth Gienger until she attains the age of 21 years, as, in the
20 discretion of the Trustees, seems advisable;

21 (3) To accumulate, and add to principal and invest as a part thereof, all
22 or such part of the net income until the said Nina Beth Gienger attains the age
23 of 21 years, as, in the discretion of the Trustees, seems advisable;

24 (4) To pay to said Nina Beth Gienger until she attains the age of 21 years,
25 or to pay out for her benefit until that time, all or such part of the accumulated
26 income and any earnings thereon as, in the discretion of the Trustees, seems
27 advisable;

28 (5) To pay to said Nina Beth Gienger until she attains the age of 21 years,
29 or to pay out for her benefit until that time, all or such part of the property
30 conveyed to the Trustees at this time or subsequently acquired by the Trustees
31 under Article Third or Article Fourth below, or otherwise, in the discretion of
32 the Trustees.

ARTICLE SECOND:

Upon the death of said Nina Beth Gienger, prior to her reaching 21 years of
age, to pay all unexpended income and all other property remaining in this trust
to the estate of said Nina Beth Gienger, or as she may appoint under a general
power of appointment as defined in Section 2514(e) of the United States Internal
Revenue Code. Upon said Nina Beth Gienger attaining the age of 21 years, how-
ever, to pay said income and property to her, her heirs and assigns, forever,
outright and free of trust.

ARTICLE THIRD:

To invest, reinvest, vary and change any or all of the trust investments
hereunder without restriction to investments authorized by law for trustees; to
sell any and all property conveyed to them by the Donors, and invest and re-
invest the proceeds, all as they may deem advisable in their sole discretion.
No purchaser of said properties or investments, or any part thereof, shall be
required to see to the application of any purchase moneys paid therefor.

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ARTICLE FOURTH:

The Donors reserve the right to add to the principal of this trust from time to time by conveying additional property to the Trustees, which shall be administered in accordance with the terms of this trust agreement in the same manner as the property conveyed herewith.

ARTICLE FIFTH:

The Donors retain no right to revoke, alter or amend this trust.

IN WITNESS WHEREOF, The Donors and Trustees have hereunto set their hands and seals the day and year first herein written.

Leroy Gienger (SEAL)
Elvina Gienger (SEAL)
Leroy A. Gienger (SEAL)
Neva M. Gienger (SEAL)

STATE OF OREGON)
County of Klamath) SS

BE IT REMEMBERED, That on this 23rd day of December, 1963, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Leroy Gienger and Elvina Gienger, husband and wife, who are known to me to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Ernest F. Anderson
Notary Public for Oregon

My Commission Expires: 5-15-64

EXHIBIT A

Three Hundred Shares of Class B Stock of Gienger Enterprises, Inc.,
an Oregon Corporation, no par value.

STATE OF OREGON, COUNTY OF KLAMATH, ss.

Filed for record at request of Leroy Gienger

this 13 day of Sept A.D. 1967 at 3:45 clock P.M., and
duly recorded in Vol. M-67, of Deeds on Page 7109

DOROTHY ROGERS, County Clerk

Fee 3.00

Dorothy Rogers 27