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1961-7111

1 THIS TRUST INDENTURE, Made this 29th day of December, 1958, between LeRoy  
2 Gienger and Elvine Gienger, husband and wife, hereinafter called the Donors,  
3 and LeRoy Gienger, Jr., 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 the mutual covenants  
8 herein contained, the Donors have conveyed, granted, assigned and delivered to  
9 the Trustees the property specifically set forth in Schedule "A" hereunto append-  
10 ed, receipt of which property the Trustees hereby acknowledge, TO HAVE AND TO  
11 HOLD IN TRUST NEVERTHELESS, for the following uses and purposes, and subject to  
12 the terms, conditions, powers and agreements hereinafter set forth:

13 ARTICLE FIRST:

14 (1) To pay all or such part of the net income to the Donors' grandson, Roy  
15 John Gienger, until he attains the age of 21 years, as, in the discretion of the  
16 trustees, seems advisable;

17 (2) To pay out or apply all or such part of the net income for the benefit  
18 of the said Roy John Gienger until he attains the age of 21 years, as, in the  
19 discretion of the trustees seems advisable;

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

23 (4) To pay to said Roy John Gienger, until he attains the age of 21 years,  
24 or to pay out for his benefit until that time, all or such part of the accumula-  
25 ted income and any earnings thereon as, in the discretion of the trustees, seems  
26 advisable;

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

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ARTICLE SECOND:

Upon the death of said Roy John Gienger prior to his reaching 21 years of age, to pay all unexpended income and all other property remaining in this trust to the estate of said Roy John Gienger, or as he may appoint under a general power of appointment as defined in Section 2514(c) of the United States Internal Revenue Code. Upon said Roy John Gienger's attaining the age of 21 years, however, to pay said income and property to him, his 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 reinvest 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.

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 on this, the day and year first herein written.

Leroy Gienger (SEAL)

Elvira Gienger (SEAL)

Leroy Gienger Jr. (SEAL)

Rena M. Gienger (SEAL)

STATE OF OREGON )

County of Klamath )

) SS

BE IT REMEMBERED, That on this 20th day of October, 1958, before me, the undersigned, a notary public in and for said County and State, personally

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1 appeared the within named LeRoy Gienger and Elvine Gienger, husband and wife,  
2 who are known to me to be the identical persons described in and who executed  
3 the within instrument and acknowledged to me that they executed the same freely  
4 and voluntarily.

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

7 *William A. ...*  
8 Notary Public for Oregon  
9 My Commission expires: 11/20/59

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17 EXHIBIT A

18 Ten shares of capital stock of Weyerhaeuser Timber  
19 Company, a Washington corporation, of the par value  
20 of \$7.50 each.

21  
22 STATE OF OREGON; COUNTY OF CLATSOP; ss.

23 Filed for record at request of LeRoy Gienger  
24 this 13 day of Sept A.D. 1967 at 4:46 clock PM., and  
25 duly recorded in Vol. M-67 of Deeds on Page 7111  
26 Fee 4.50 DOROTHY ROGERS, County Clerk  
27 By *Dorothy Rogers*