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REVOCABLE TRUST AGREEMENT

Trust Agreement, made this 21<sup>st</sup> day of October, 1980,  
between ILA CHOCKTOOT MASON, of the Town of Beatty, County of  
Klamath, State of Oregon, herein referred to as "Trustor," and  
JESSICA EILEEN GILBERT KIRK, of the Town of Beatty, County of  
Klamath, State of Oregon, herein referred to as "Trustee,"

W I T N E S S E T H:

In consideration of the mutual covenants and promises  
set forth herein, Trustor and Trustee agree:

SECTION ONE

Trust Estate

Trustor hereby assigns, transfers and conveys to Trustee,  
her successors and assigns, the sum of \$40,052.28, which is to be  
disbursed to Trustor by the estate of her mother, Valeta Babe  
Kirk, deceased, together with all sums which may be subsequently  
disbursed to Trustor by such estate.

SECTION TWO

Revocation and Amendment

Trustor reserves the right at any time, by an instrument  
in writing delivered to Trustee and acknowledged in the same  
manner as a conveyance of real property entitled to be recorded in  
the State of Oregon, unless acknowledgement is waived by Trustee,  
to revoke or amend this trust in whole or in part. The duties and  
liabilities of Trustee shall under no circumstances be substan-  
tially increased by any amendment hereunder except by her written  
consent.

SECTION THREE

Additions to Trust Estate

Trustor reserves the right for herself, or any other  
person, to increase this trust by delivering property to Trustee,  
by having the proceeds of insurance policies made payable to  
Trustee, or by bequest or devise by will. Trustor will notify  
Trustee in writing of any policies made payable to her or will  
deliver such policies to Trustee as custodian thereof. Trustee's  
duties and liabilities hereunder shall under no circumstances be  
substantially increased by any such additions, except with her  
written consent.

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#### SECTION FOUR

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##### Disposition of Income and Principal

After paying the necessary expenses incurred in the management and investment of the trust estate, including reasonable compensation of Trustee for her own services, Trustee shall pay the net income of the trust and distribute the principal of the trust in the following manner: Trustee may in her sole discretion pay to Trustor only part of the net income of the trust, the balance to be held and accumulated by Trustee for future distribution to Trustor. The amount to be paid on distribution at the time when such accumulated income is to be distributed to Trustor shall be determined solely by Trustee in her absolute discretion. Trustee may at any time in Trustee's absolute discretion pay, distribute or apply for the support or maintenance of Trustor's minor children, whom Trustor is legally obligated to support or maintain, so much of the net income of the trust estate up to the whole thereof as Trustee in Trustee's absolute discretion may deem reasonable or necessary for the proper support or maintenance of such minor children. If at any time the income of the trust estate is deemed by Trustee in Trustee's discretion insufficient to provide for the proper support or maintenance of Trustor and Trustor's minor children, Trustee may distribute or apply for said support or maintenance in addition to the net income of the trust estate such amounts from the principal of the trust up to the whole thereof as Trustee in Trustee's discretion may deem reasonably necessary when added to the net income of the trust estate for the proper support or maintenance of Trustor and Trustor's minor children.

#### SECTION FIVE

##### Successor Trustee

In the event of the death, resignation or removal of the Trustee herein named, JESSE LEE KIRK, JR. shall be the successor trustee.

#### SECTION SIX

##### Employment of Agents: Expenses of Trust

Trustee may employ agents, including counsel, and pay them a reasonable compensation, and shall be entitled to reimbursement therefor and for all other reasonable expenses and charges of the trust out of principal or income, as Trustee shall determine.

#### SECTION SEVEN

##### Governing Law

This trust shall be governed and construed in all respects according to the laws of the State of Oregon.

SECTION EIGHT

## Binding Effect

This agreement shall be binding on Trustor, Trustor's executor, administrator, successors and assigns, and Trustee and Trustee's successors and assigns.

SECTION NINE

## Creditors

The interest of Trustor in the principal and income of the trust estate shall not be subject to claims of her creditors or others nor to the legal process and may not be voluntarily or involuntarily anticipated, alienated or encumbered, except as may otherwise be provided by the terms of this trust agreement.

IN WITNESS WHEREOF, Trustor and Trustee have executed this agreement at Klamath Falls, Oregon, the day, month and year above written.

TRUSTOR:

TRUSTEE:

Ila Chocktoot Mason  
Ila Chocktoot Mason

Jessica E. Gilbert Kirk  
Jessica Eileen Gilbert Kirk

STATE OF OREGON       )  
                              ) ss.  
County of Klamath    )

Before me this 21<sup>st</sup> day of October, 1980, personally appeared the above-named ILA CHOCKTOOT MASON, and acknowledged the foregoing instrument to be her voluntary act and deed.

(S. E. A. L.)

Marian Krieger  
Notary Public for Oregon  
My Commission Expires: 11-18-82

STATE OF OREGON       )  
                              ) ss.  
County of Klamath    )

Before me this 21<sup>st</sup> day of October, 1980, personally appeared the above-named JESSICA EILEEN GILBERT KIRK, and acknowledged the foregoing instrument to be her voluntary act and deed.

(S. E. A. L.)

Marian Krieger  
Notary Public for Oregon  
My Commission Expires: 11-18-82

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STATE OF OREGON; COUNTY OF KLAMATH; ss. :

I hereby certify that the within instrument was received and filed for record on the 24<sup>th</sup> day of October A.D., 19 80 4:03 o'clock P M., and duly recorded in Vol. M80 of Deeds on Page 20847.

FEE \$10.50

WM. D. MILNE, County Clerk  
By Bernice J. Helich Deputy

Mike Brant  
325 Main