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WHEN RECORDED, MAIL TO:	
GIACOMINI, JONES & TROTMAN ATTORNEYS AT LAW 635 MAIN STREET KLAMATH FALLS, OREGON 97601	
MAIL TAX STATEMENTS TO:	
STATE OF OREGON) County of _____) ss:	I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____, and recorded in Book _____ on Page _____ or as filing fee number _____.
	Record of Deeds of said County.
	Witness my hand and seal of County affixed.
By: _____	Title _____
	Deputy _____

CERTIFICATION OF TRUST

The undersigned hereby certify:

1. That William E. Hawkins and Marion J. Hawkins, on December 9, 1993, were Trustees of that certain Declaration of Trust dated November 13, 1986, excerpts of which are attached hereto as Exhibit "1", wherein William E. Hawkins and Marion J. Hawkins are Trustors and William E. Hawkins and Marion J. Hawkins are Trustees.
2. That, on December 9, 1993, the trust created by the Declaration of Trust, excerpts of which are attached as Exhibit "1", was in full force and effect and the undersigned were acting as Trustees with full powers of Trustees as provided in the Declaration of Trust, excerpts of which are attached hereto as Exhibit "1".
3. That, as of December 9, 1993, the Trustors, William E. Hawkins and Marion J. Hawkins, have not exercised any powers of revocation of the Declaration of Trust as provided in the

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excerpts of the Declaration of Trust attached hereto as Exhibit "1".

DATED this 13th day of December, 1993

William E. Hawkins, Trustor
WILLIAM E. HAWKINS, Trustor

William E. Hawkins, Trustee
WILLIAM E. HAWKINS, Trustee

Marion J. Hawkins, Trustor
MARION J. HAWKINS, Trustor

Marion J. Hawkins, Trustee
MARION J. HAWKINS, Trustee

STATE OF CALIFORNIA

County of SAN BENITO

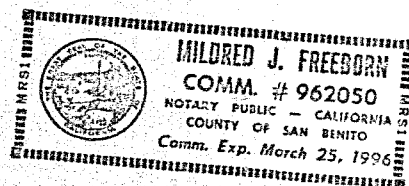
)
) ss.
)

On DECEMBER 13, 1993, a Notary Public in and for said State, personally appeared WILLIAM E. HAWKINS and MARION J. HAWKINS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument they, or the entity upon behalf of which they acted, executed the instrument.

Witness my hand and Official Seal.

(Seal)

Mildred J. Freedorn
Signature



DECLARATION OF TRUSTTHE WILLIAM E. HAWKINS & MARION J. HAWKINS LIVING TRUST

WILLIAM E. HAWKINS and MARION J. HAWKINS, hereinafter collectively called "Trustee", hereby declare that WILLIAM E. HAWKINS and MARION J. HAWKINS, hereinafter called "Trustors", have transferred and delivered to the Trustee, without consideration therefor, all their right, title and interest in and to the property described in Schedule "A" attached hereto.

All property now and hereafter subject to this trust shall constitute the trust estate, and be held, managed and distributed as hereinafter provided.

ARTICLE I

Any person, including without limitation the Trustors and any beneficiary hereof, may from time to time, with the consent of the Trustee, by conveyance, assignment, designation of the trust as beneficiary of life insurance policies on the life of a Trustor, transfer or Will, add property of any kind to the trust estate, or any part thereof, which upon its receipt and acceptance by the Trustee shall be subject to all terms and provisions of this trust.

ARTICLE II

Subject to the provisions hereof, the trusts created hereunder shall be and are hereby expressly made revocable. During the joint lifetimes of the Trustors, this trust may be revoked or amended in whole or in part with respect to community property by either of the Trustors, and with respect to separate property by the Trustor who contributed that property to the trust. Property in the trusts shall retain its separate or community character, as the case may be; provided that the Trustors may change the character of their property at any time upon written notice to the Trustee executed by both Trustors and duly notarized. Upon revocation or partial revocation, assets shall be returned to the

Trustors, or either of them, as community or separate property, in the same manner as placed in the trusts or as subsequently converted into separate property or community property, as the case may be, in the matter described above. It is the Trustors' intention that Trustee shall have no more extensive powers over any community property transferred to the trusts than either of the Trustors would have had under California Civil Code Sections 5125 and 5127 had this trust not been created, and this instrument shall be so interpreted to achieve this intention. This limitation shall terminate on the death of either Trustor. The Trustors have made no agreement (other than this trust agreement) controlling the disposition of their assets, and the provisions of this trust shall not be read as evidence of any other agreement between them. The powers of a Trustor to revoke or amend this instrument may be exercised by his or her conservator by petition to the Court in accordance with the provisions of Probate Code Section 2580 or any successor to such statute.

ARTICLE III

The Trustee shall hold the trust estate for the following uses and purposes:

All of the property contributed by Trustors shall be set aside in a trust to be known as the TRUST.

(A) Distribution of Income and Principal of THE
WILLIAM E. HAWKINS & MARION J. HAWKINS
LIVING TRUST

(1) While both Trustors are living, the Trustee shall pay to or apply for the benefit of the Trustors, as their community property, such part of the net income and/or principal of such community property as the Trustors shall direct. If at any time either or both of the Trustors should for any reason be unable to act in their own behalf, the Trustee may in the Trustee's discretion pay to or apply for the benefit of either Trustor such amounts of net income and/or principal of the community property as may be necessary for the reasonable support, care and comfort of the Trustors as their community property. Any net income not distributed shall be accumulated and annually added to principal. Either spouse receiving payments shall have the same duty to use community income and principal received hereunder for the benefit of the Trustors as he or she has with respect to any other community property.

basis, including vacation property); provided, however, that upon the request of Surviving Spouse, the Trustee shall sell any such property and replace it or rent or lease another residence suitable for Surviving Spouse of comparable or lower value as the Trustee and Surviving Spouse deem appropriate.

ARTICLE IV

To carry out the purposes of these trusts and subject to any limitations stated elsewhere in this instrument, the Trustee is vested with the following powers in addition to those now or hereafter conferred by law affecting the trusts and the trust estates:

(1) To continue to hold and operate at the risk of the trust estates any property or business received in these trusts as long as the Trustee deems advisable and to receive additional assets, acceptable to the Trustee, contributed by any person to these trusts; provided, however, that the aggregate return of all investments of the trusts from time to time shall be reasonable in light of then existing circumstances. Notwithstanding anything herein contained to the contrary, the spouse who owns as his or her separate property insurance on the life of the other spouse shall retain all incidents of ownership individually and as Trustee with respect to such life insurance policies during the joint lifetimes of the spouses, and the insured spouse shall have no incident of ownership with respect to such policies. After the death of the owner-noninsured spouse, during any period that the insured spouse is acting as a sole Trustee or Co-Trustee, he or she shall not have the power (unless directed by the court having jurisdiction over the proceedings for the administration of the trust) to assign the trust's interest in any life insurance on the life of Surviving Spouse or revoke an assignment, to designate any person or entity other than the Deceased Spouse's trust as beneficiary of such insurance, to sell or convert any such policy for its cash surrender value, to surrender or cancel any such policy, to pledge any such policy for a loan, or to obtain from the insurer a loan against the surrender value of any such policy, to elect among settlement options, to use any source of funds other than principal to pay premiums on such policies, to receive the benefit of any cash received on surrender of any such policy or any income, dividend or interest derived from the policies or any benefits received in lieu thereof, or to otherwise exercise any incident of ownership over such policies within the meaning of Internal Revenue Code Section 2042. Such powers shall be vested in the other Co-Trustee, if any, and if none, in the court having jurisdiction over the proceedings for the administration of the trusts.

(2) To manage, control, grant options on, sell (for cash or on deferred payments within or beyond the term of the trusts), convey, exchange, partition, divide, subdivide, improve and repair trust property; to lease trust property for terms within or beyond the terms of the trusts and for any purpose, including exploration for and removal of gas, oil and other minerals, and to enter into community oil leases, pooling and unitization agreements; to create restrictions, easements and other servitudes; to carry such insurance, including life insurance, as the Trustee may deem advisable; to borrow money and to encumber or hypothecate trust property by mortgage, deed of trust, pledge or otherwise for the debts of the trusts or the joint debts of the trust and a co-owner of the trust property; to enforce any mortgage or deed of trust or pledge held hereunder and to purchase at any sale thereunder any property subject thereto.

(3) To commence or defend such litigation with respect to the trusts or any property of the trust estates as the Trustee may deem advisable at the expense of the trust, and to compromise or otherwise adjust any claims or litigation involving the trusts.

(4) To invest and reinvest the trust estates in every kind of property - real, personal or mixed - and every kind of investment, specifically including, but not limited to, corporate obligations of every kind, stocks, preferred or common, shares of investment trusts, investment companies, mutual funds, and mortgage participations, which persons of prudence, discretion and intelligence acquire for their own account, including any common trust fund administered by any Trustee serving under this instrument. The Trustee is authorized to purchase assets from and/or loan funds to the estate of a deceased Trustor, upon such terms as would be deemed reasonable and proper by a reasonably prudent person dealing with his or her own property.

(5) To have respecting securities all the rights, powers and privileges of an owner, including without limitation the power to vote, give proxies, pay assessments, to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, liquidations, sales and leases, and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscription or conversion rights; and to buy, sell and trade in securities of any nature, including short sales on margin, and for such purposes the Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by the trust with such brokers as security for loans and advances made to the trusts.

(6) Upon any division or partial or final distribution of the trust estates, to partition, allot and distribute the trust estates in undivided interests or in kind (pro rata or otherwise), or partly in money and partly in kind, at valuations determined by the Trustee, taking into account the income tax bases of such assets as the Trustee shall deem to be for the best interest of the beneficiaries, and to sell such property as the Trustee may deem necessary to make division or distribution.

(7) The Trustee, in the Trustee's discretion, may make payments to a minor or other beneficiary under disability (regardless of whether legally adjudicated incompetent) by making payments to the guardian or conservator of his person, to any suitable person with whom he resides who has the care of him, or to a relative of the minor or of the other beneficiary under disability. The Trustee may apply payments directly for the beneficiary's benefit or may make payments directly to a minor if in the Trustee's judgment he is of sufficient age and maturity to spend the money properly. Until the Trustee shall receive written notice of any birth, marriage, death or other event upon which the right to payments from these trusts may depend, the Trustee shall incur no liability to persons whose interests may have been affected by that event for disbursements made in good faith.

(8) Unless otherwise provided herein, income accrued or held undistributed by the Trustee at the termination of any interest or estate under these trusts shall go to the beneficiaries entitled to the next succeeding interest in the proportions in which they take such interest. Periodical payments out of principal not due upon the termination of any

interest or estate shall not be apportioned to that date. The Trustee shall not be required to prorate taxes and other current expenses to the date of termination.

(9) The expenses of last illness and funeral of any beneficiary (except a Trustor, which is provided for above) may in the discretion of the Trustee be paid out of the principal of the trust estate or the portion thereof in which such deceased beneficiary had any present or future income interest.

(10) Except as otherwise specifically provided in this Instrument, the determination of all matters with respect to what is principal and income of the trust estates and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the California Revised Uniform Principal and Income Act from time to time existing; provided, however, that while a beneficiary is acting as Trustee, the Trustee shall establish such reserves for depreciation and/or depletion as may be required by good accounting practices, and shall amortize the premiums on securities acquired above par and accumulate the discount on securities acquired below par. Any such matter not provided for herein or in such Principal and Income Act shall be determined by the Trustee in the Trustee's discretion.

(11) If the payment of income from TRUST III or any other trust which any beneficiary is eligible to receive is insufficient in the Trustee's discretion to provide for the reasonable support, maintenance, health and/or education of such beneficiary, the Trustee may pay to or apply for the benefit of such beneficiary so much of the principal of such trust estate as the Trustee may deem necessary or proper for such purposes. In making such determinations the Trustee shall have the right to take into consideration any income or other resources of the beneficiary. The primary concern in establishing this trust is the welfare of the spouses and their children, and the interests of others in the trust are to be subordinate to theirs. The term "education" as used in this trust includes all schooling through and including postgraduate study, all expenses related thereto, including without limitation proper establishment in business or profession. In the case of any beneficiary other than the Surviving Spouse, such payments shall not exceed the principal set aside or to be set aside for the benefit of such beneficiary and shall be deducted from it. It is Trustors' desire that in the case of the Trustors no invasion shall be made from TRUST III unless and until the principal of TRUST I and TRUST II is exhausted, except that the Trustee may invade TRUST III before TRUST I and TRUST II are exhausted if the Trustee deems it advisable. Notwithstanding anything herein contained to the contrary, during any time that a beneficiary is acting as Trustee, any discretionary payment out of this trust shall be determined by the Superior Court.

(12) To purchase in Trustee's discretion at less than par obligations of the United States of America that are redeemable at par in payment of any federal estate tax liability of either Trustor in such amounts as the Trustee deems advisable, and for that purpose the Trustee may partition a portion of the community property of the trust estate and make such purchases from either or both portions. The Trustee shall exercise the Trustee's discretion and purchase such obligations if the Trustee has reason to believe that either Trustor is in substantial danger of death, and may borrow funds and give security for that purpose. The Trustee shall resolve any doubt concerning the desirability of making the purchase and its amount in favor of making the purchase and in purchasing a larger, even though

somewhat excessive, amount. The Trustee shall not be liable to either Trustor, any heir of either Trustor, or any beneficiary of this trust for losses resulting from purchases made in good faith. Notwithstanding anything in this instrument to the contrary, the Trustee is directed to pay the federal estate tax due on either Trustor's death in an amount not less than the par value plus accrued interest of such obligations that are eligible for redemption in payment of the deceased Trustor's taxes, without apportionment or charge against any beneficiary of the trust estate or transferee of property passing outside the trust estate. The legal representative of the deceased Trustor's estate, or if none was appointed, the Trustee acting under this instrument, shall select the redemption date of such obligations.

ARTICLE V

1. Should either Trustee die or be unable to act, the remaining Trustee shall act as sole Trustee at any time; and if neither Trustee can act or should the office of Trustee become vacant for any reason, THOMAS W. HAWKINS, JOHN G. NASH, and O. JOHN BEDELL in that order, are named sole successor Trustee, and KAREN HAWKINS ROGERS and DEBORAH HAWKINS LOMANTO are named successor Co-Trustees or sole successor Trustee as the case may be. If none of said persons can act or should the office of Trustee become vacant for any reason, BANK OF AMERICA, NT&SA, is named sole successor Trustee. No bond shall be required of any person named herein as Trustee. No successor Trustee shall be liable for the acts or omissions of a predecessor Trustee, and each successor is hereby relieved from any duty to examine into such acts and omissions. The term "Trustee" as used in this instrument shall include any Co-Trustee named herein. A Trustee may resign as Trustee at any time, and if a successor has not been appointed hereunder or cannot or will not serve as Trustee, the resigning Trustee may appoint a successor Trustee. This power may be exercised or relinquished by a written instrument delivered to each adult beneficiary or the parent of each minor beneficiary who is then entitled to trust income or to whom payments of trust income may then be made in the discretion of the Trustee.

2. The Trustee shall be entitled to reasonable compensation: (a) for ordinary services hereunder; (b) for any extraordinary services performed by the Trustee; (c) for counsel engaged by the Trustee; and (d) for all services in connection with the termination or revocation of the Trust, in whole or in part.

3. During the lifetime of either Trustor, the Trustee shall account only to the Trustors or the Surviving Spouse, as the case may be, and their written approval shall be final and conclusive in respect to transactions disclosed in the account as to all beneficiaries of the trust, including unborn and contingent beneficiaries. After the deaths of both Trustors, the Trustee shall render an accounting, from time to time but not less frequently than one year after any prior accounting, regarding the transactions of any trust created in this instrument. Accountings shall be made by delivering a written accounting to each beneficiary entitled to current income distribution or, if there are no current income beneficiaries, to each beneficiary entitled to current distribution out of income or principal in the Trustee's discretion, and to each remainderman in being. If any person entitled to receive an accounting is a minor or is under a disability, the accounting shall be delivered to his parents or the guardian of his person if he is a minor, or to the guardian or conservator of his person if he is under any other disability. Unless any beneficiary, including parents, guard-

Declaration of Trust without surviving issue. The Trustee is hereby authorized to defend, at the expense of the trust estate, any contest or other attack of any nature on this trust or any of its provisions.

(4) If any provisions of this instrument are unenforceable, the remaining provisions shall, nevertheless, be carried into effect.

(5) This trust has been accepted by the Trustee in the State of California, and unless otherwise provided in this instrument, its validity, construction and all rights under it shall be governed by the laws of that State.

(6) This trust shall be known and referred to as the WILLIAM E. HAWKINS & MARION J. HAWKINS LIVING TRUST.

Executed at Colton, California, on Nov. 13, 1986.

William E. Hawkins
William E. Hawkins, Trustee

Marion J. Hawkins
Marion J. Hawkins, Trustee

We certify that we have read the foregoing Declaration of Trust and it correctly states the terms and conditions under which the trust estates are to be held, managed and disposed of by the Trustee. We approve the Declaration of Trust in all particulars and request the Trustee to execute it.

Dated: Nov. 13, 1986

William E. Hawkins
William E. Hawkins, Trustor

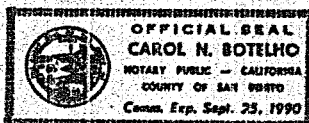
Marion J. Hawkins
Marion J. Hawkins, Trustor

STATE OF CALIFORNIA

County of San Benito

On November 13, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM E. HAWKINS and MARION J. HAWKINS, known to me (or proved to me on the basis of satisfactory evidence) to be the Trustors described in and whose names are subscribed to the within instrument, and they acknowledged to me that they executed it.

WITNESS my hand and Official Seal.



Carol N. Botelho
Notary Public in and for said State

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co the 5th day of Jan A.D., 19 94 at 2:24 o'clock P.M., and duly recorded in Vol. 494 of Deeds on Page 494.

Evelyn Biehn County Clerk

By Queline Mullens

FEE \$50.00