

1999 NOV 29 AM 10: 58 DOUGLAS EARL KIRKPATRICK.
REVOCABLE LIVING TRUST

THIS TRUST AGREEMENT is made this 29th day of November 1999, by and between DOUGLAS
0. EARL KIRKPATRICK, a single man of the County of Tarrant, State of Texas, hereinafter referred to as
"TRUSTOR", and DOUGLAS EARL KIRKPATRICK of the County of Tarrant, State of Texas, hereinafter referred
to as "TRUSTEE".

Reference in this Trust to the TRUSTEE shall be deemed a reference to whomever is serving as
TRUSTEE, whether original, alternate or successor.

The initial primary beneficiary shall be DOUGLAS EARL KIRKPATRICK.

I

TRUST ASSETS

A. Original Trust Estate:

Trustor acknowledges that he has transferred to Trustee, without consideration, the real and personal
property described in SCHEDULE "A", attached hereto, and incorporated herein by this reference, which is the
original corpus of the Trust Estate. The said property, together with any other property that may later become
subject to this trust, shall constitute the trust estate, and shall be held, administered and distributed by the Trustee as
provided herein.

B. Additions to Trust Estate:

Additional property may be added to the Trust Estate at any time by Trustor or by any person or persons,
by inter vivos or testamentary transfer. All such original and additional property is referred to herein collectively as
the Trust Estate, and shall be held, managed and distributed as herein provided. Such additional property may be
added to the Trust Estate by typed or handwritten notes. Trustor shall have the authority to change said list from
time to time without the necessity of making formal amendment to this Trust.

II

REVOCATION AND AMENDMENT

Trustor, during Trustor's life may, at any time and upon successive occasions, revoke this Trust in whole or

in part, or may alter or amend any of its provisions and any amendment may be similarly canceled or amended, which additional property upon its receipt and acceptance by the Trustee, shall become a part the trust estate. If a Trustor is incompetent, such power to revoke or amend the Trust may be exercised by the guardian or conservator at the direction of a Court of competent jurisdiction.

III

ORIGINAL AND SUCCESSOR TRUSTEES

A. Original and Successor Trustees

The original Trustee under this Declaration of Trust, shall be DOUGLAS EARL KIRKPATRICK to serve with all of the obligations, powers, and authority contained within this Trust Agreement.

B. Death or Resignation of Original Trustee

In the event of the death of DOUGLAS EARL KIRKPATRICK, or if for any reason he ceases to serve as Trustee hereunder, the Trustor nominates and appoints STACEY L. ALFONSO, to serve as Trustee hereunder, without the approval of any Court.

In the event of the death of STACEY L. ALFONSO, or if for any reason she ceases to serve as Trustee hereunder, TRUSTOR nominates and appoints DENNEL B. TYON to serve as Trustee hereunder, without the approval of any Court.

No Successor Trustee shall have any responsibility for any acts or omissions of any prior Trustee and no duty to audit or investigate the accounts or administration of any such Trustee; nor, unless in writing requested to do so by a person having a present or future beneficial interest under a Trust hereunder, any duty to take action to obtain redress for breach of trust. It is the intent of the original Trustor that the successor Trustee shall not be required to obtain Court approval, discharge, or pursue any other Court proceedings at the request of income Beneficiaries without first attempting to obtain releases from the majority of the adult income Beneficiaries with such release and discharge being completely adequate as to all responsibilities incumbent upon the Trustee.

IV

TRUSTEE'S BOND, COURT APPROVAL AND PERSONAL LIABILITY

No bond, surety or other security shall be required of trustee for the faithful performance of their duties hereunder, any law of any state or other jurisdiction to the contrary notwithstanding. Nor shall trustee be required to

qualify before, be appointed by, or in the absence of breach of trust, account to any court, or to obtain the order or approval of any court in the exercise of any power or discretion hereunder. Trustee shall not be personally liable on any contract, note or other instrument executed by it as trustee hereunder or for any indebtedness the trust estate.

V

COMPENSATION OF TRUSTEES

The original trustees hereunder, and all successor trustees, shall be entitled to reasonable compensation for their services as Trustees, in an amount not less than one percent (1%) of the gross estate.

VI

DISTRIBUTIONS DURING LIFE OF TRUSTOR

Trustees shall hold, manage, invest, and reinvest the Trust Estate and shall collect the income thereof, and shall pay to Trustor during their joint lives all net income of the Trust Estate. In the event that Trustor does not demand payment of the net income, then the Trustee may, at his or her discretion, accumulate such income, and such income shall become property of the trust estate.

Trustee shall further pay trust property principal up to the whole thereof, to the Trustor, upon written request. During the lifetime of Trustors, the Trustee, in his or her sole discretion may pay or apply the net income and/or corpus, or so much as Trustee chooses, to or for the benefit of the Trustor, and may add to principal any income not so expended. The judgment of the Trustee, as to the propriety and amount of such payment shall be conclusive.

VII

DISTRIBUTION AFTER DEATH OF SURVIVING TRUSTOR

After the death of the surviving Trustor, the Successor Trustee shall administer and distribute the Trust Estate as follows:

A. Specific Gifts: All trust assets for which one or more beneficiaries have been designated in written instructions to the Trustee, shall be distributed to such beneficiaries as directed in the written instructions,

attached hereto as SCHEDULE "B". Where conflicting instructions are given, those most recently executed by Trustor, shall be given precedence. All assets for which no beneficiaries have been designated and all assets for which there is no surviving beneficiary or alternate beneficiary shall be placed in the residue of the trust estate.

B. Residue: The Successor Trustee shall divide the rest and residue of the estate in three (3) equal shares. Successor Trustee shall distribute one such share as set forth below:

A. Dannel B. Tyon

B. Kathleen M. Kirkpatrick

C. Scott S. Kirkpatrick

If a beneficiary shall not be of the age of 21 years, his or her share shall be held in trust by Successor Trustee, to be used for said beneficiary's use and benefit as determined by Successor Trustee. If a beneficiary shall be deceased, his or her share shall revert to the estate, to be divided equally between the surviving beneficiaries, except that if

DANNEL TYON shall be deceased, her share shall go to her surviving children, to be held in trust until each shall reach the age of 18 years, to be used for said beneficiary's use and benefit as determined by Successor Trustee.

C. Names and Addresses of Trustors' Beneficiaries:

<u>NAMES</u>	<u>ADDRESSES</u>	<u>RELATIONSHIP</u>
Dannel B. Tyon		Daughter
Kathleen M. Kirkpatrick		Daughter
Scott S. Kirkpatrick		Son

D. Termination:

The Trust Estate shall terminate in any and all events upon the death of TRUSTOR. Successor Trustee shall distribute the items of real property, and personal property, to the surviving beneficiaries herein named, who are living at the time of the death of Trustor.

VIII

ALLOCATION OF INCOME AND PRINCIPAL

Trustee shall determine what is income and what is principal of the trust created under this agreement.

Trustee shall determine what expenses, costs, taxes and charges of any kind whatsoever shall be charged against income and what shall be charged against principal in accordance with the applicable statutes of the State of Texas as they now exist and may from time to time be enacted amended or repealed.

IX

ACCOUNTING

Trustee shall not be required to file annual or other accounts in any court. However, after Trustor's Death, Successor Trustee may render a statement of account to any adult beneficiary whenever called on to do so, and exhibit to any such beneficiary any documents forming part of, or relating to the trust.

X

POWERS OF TRUSTEE

TRUSTEE shall have full right, power, and authority, in its sole and absolute discretion and without authorization by any court, to do as follows:

1. To retain indefinitely any property, real, personal or mixed, and to operate at the risk of the trust estate any property or business that shall be transferred to trustee in trust by Trustor, or Trustor's Executor, regardless of any lack of diversification, any risk, or any nonproductivity, and even though such property or business, except for this express authority might otherwise be considered improper for a trust investment.
2. To manage, invest and reinvest the trust property without regard to lack of diversification; to sell, convey, exchange, lease without limit as to term, lease for exploration for or removal of minerals, oil, gas or other hydrocarbons, the trust property; to borrow money, to mortgage, convey in trust, pledge or otherwise hypothecate and encumber the trust property; to grant options; to vote stock; to join in corporate reorganizations, consolidations and mergers; to do and perform any and all other acts and things deemed by trustee necessary and advisable in the management of the trust estate.
3. To acquire, except as prohibited by law, every kind of property, real personal or mixed, in every kind of investment specifically including, but not limited to, corporate obligations of every kind, and stocks, preferred or common, including investments in common trust funds.
4. To continue to hold any and all property received by TRUSTEE or subsequently added to the trust estate, or acquired by the trust estate pursuant to proper authority, so long as TRUSTEE exercises the judgment and care

under the circumstances as would prudent persons of discretion and intelligence in such matters, who are seeking a reasonable income and preservation of their capital.

5. To sell, convey, or otherwise dispose of the whole or any part of any such property at any time held hereunder at such times for such prices, to such party or parties, in such manner, for cash or credit, and upon such other terms and conditions as trustee shall deem advisable.

6. To pay or reserve sufficient funds to pay all expenses of management and administration of the trust estate, including compensation of trustee, all or any part of which may, in trustee's discretion, be charged either to income or principal of the trust estate.

7. To do all acts, to institute all proceedings, and to exercise all other rights, powers and privileges that an absolute owner of the property would otherwise have the right to do, subject always to the discharge of trustee's fiduciary obligations. The enumeration of certain powers in this agreement shall not limit the general or implied powers of the trustee.

XI

DURATION OF TRUSTEE'S POWERS

All of the rights, powers, authorities, privileges and immunities given to trustee by this agreement shall continue after termination of the trust created hereby until Successor Trustee shall have made actual distribution of all property held by it hereunder.

XII

DIRECTIONS TO TRUSTEE

If and so long as any person, including Trustor, is authorized by this agreement to direct trustee with respect to sales or retention of trust property, and investments and re-investments of trust funds, trustee shall not be accountable for any loss sustained by reason of any action taken or omitted pursuant to the written direction of such person. No person dealing with trustee need inquire whether such directions have been complied with by trustee.

XIII

TRANSACTIONS WITH THIRD PARTIES

No person dealing with trustee shall be bound to administer the application or disposition of cash or other property transferred to trustee, or to inquire into the authority for, or propriety of any action by trustee.

XIV

PURPOSE AND GENERAL CONSTRUCTION OF TRUST

The primary purpose and intent of trustor in creating the trust under this agreement is to benefit those who shall from time to time become income beneficiaries thereof. The rights and interest of successor income beneficiaries are subordinate to that purpose. The provisions of this agreement shall be liberally construed in the interest of the benefit of the income beneficiaries of the trust estate. The foregoing shall not, however, be deemed to limit the discretion hereby conferred upon trustee.

XV

DEFINITIONS

1. The words "child", "children", and "issue", wherever used in this agreement shall include persons who shall have been legally adopted, and any children or issue, whether natural or legally adopted, of any such legally adopted persons.
2. The words "child" and "children," wherever used in this agreement, shall not include grandchildren or more remote descendants.
3. The word "issue" wherever used in this agreement shall include descendants of whatever degree.
4. All terms, as used in this Trust Agreement, namely the masculine, feminine and neuter gender, and the plural and singular number shall each be deemed to include the other when the context so indicates.

VI

SPENDTHRIFT PROVISION

No properties or moneys shall vest in any beneficiary during the continuance of the trust created hereby. No such beneficiary shall have the power or authority to anticipate in any way any of the rents, issues, profits, income, monies, or payments hereby provided or authorized to be paid to such beneficiary, or any part thereof, nor to alienate, convey, transfer or dispose of the same or any interest herein any part thereof in advance of payment. None of the same shall be involuntarily alienated by any beneficiary or be subject to attachment, execution, or be levied upon or taken upon any process for any debts that any beneficiary of the trust shall have contracted or shall contract, or in satisfaction of any demands or obligation that any beneficiary shall incur. All payments authorized and provided to be made by trustee shall be made and shall be valid and effectual only when paid to the beneficiary

to whom the same shall belong or otherwise, as herein provided.

XVII

GOVERNING LAW

THIS TRUST shall be governed and construed in all respects in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, TRUSTOR AND TRUSTEE have executed this agreement the day and year first above written.

TRUSTOR:

[Signature]
DOUGLAS EARL KIRKPATRICK

TRUSTEE:

[Signature]
DOUGLAS EARL KIRKPATRICK

STATE OF OREGON,

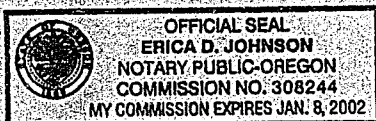
County of Klamath } ss.

FORM No. 23—ACKNOWLEDGMENT
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BE IT REMEMBERED, That on this 29th day of November, 1999,
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named Douglas Earl Kirkpatrick

known to me to be the identical individual X described in and who executed the within instrument and
acknowledged to me that he executed the same freely and voluntarily.

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



Erica D. Johnson
Notary Public for Oregon
My commission expires Jan. 8, 2002

SCHEDULE A

DOUGLAS EARL KIRKPATRICK.
REVOCABLE LIVING TRUSTTRUST PROPERTY

Real Property located at 722 Roseway Drive, Klamath Falls, Klamath County, Oregon 97601,
and more properly described as:

The Westerly 34 feet of Lot 40 and the Easterly 6 feet of Lot 41, also the
Easterly 26 feet of Lot 62, and the Westerly 29 feet of Lot 63, all in
ROSELAWN subdivision of BLOCK 70, BUENA VISTA addition to the City
of Klamath Falls, and that portion of the vacated alley lying adjacent thereto.

Assessors parcel: R-3809-029BD-10000-000

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any,
thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

State of Oregon, County of Klamath
Recorded 11/29/99, at 10:56 a.m.
In Vol. M99 Page 46902
Linda Smith,
County Clerk Fee \$ 70⁰⁰