

other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustee shall have no obligation whatsoever with respect to any contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements by the Trustee, are nevertheless made and intended not a personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the trustee individually or on account of any instrument executed by or on account of any representation, warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied; All such personal liability, if any, being expressly waived and released and all persons, corporations and other legal entities whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

In no case shall any party dealing with said trustee in relation to said property, or to whom said property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said property, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement, or every deed, trust deed, mortgage, lease or other instrument executed by said Trustee in relation to said property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such are fully vested with all the title estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each beneficiary under the trust agreement hereunder and of all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the sale or other disposition of said property, and such interest is hereby declared to be Personal Property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said property as such, but only an interest in the possession, earnings, avails and proceeds thereof as aforesaid. The situs of the domicile of the Beneficiary shall be the governing jurisdiction for any legal action undertaken pursuant to the interest of any Beneficiary hereunder. The power(s) of Direction over the actions of the Trustee shall be held by said Beneficiary unless otherwise granted herein to Original Director: _____

Successor Director: J. B. LUTER Alternate Successor Director: _____

The initial trustee holding title to the aforesaid property for the afore named trust under the terms of the aforesaid trust shall be the situs of the domicile of the Trustee and any successor Trustee who shall henceforth act in that capacity. The said situs of the Trust shall be the governing jurisdiction for any legal action undertaken pursuant to the assets of the aforesaid trust. In the event of the said Trustee's death, incapacity, disappearance, bankruptcy, resignation or unwillingness to act in accordance with directions given by the party or parties holding the power of direction under the terms of said trust agreement; the filing of a death

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certificate or notice of dismissal of the initial Trustee or of any successor Trustee hereafter named in Public Records of the county in which any trust property is held, along with an Affidavit attesting to the appointment or acceptance by any of the following successor Trustees, without regard to the order in which listed, shall be effective to vest title to said successor Trustee or Trustees.

It shall be attested and agreed to by the Trustee that any lawsuit be filed upon said Trustee, whether personally or as Trustee, shall immediately sign an affidavit resigning all powers herein stated and conveying said property to one of the following named successor Trustees or be subject to a \$5,000.00 monetary fine by herein beneficiaries.

Upon resignation stated above, all records pertaining to the trust will be sent to the designated trustee. The only record of the trust to be retained will be a letter accepting resignation, the Trustee(s) will not reveal any facts concerning this trust or its beneficiary(s) except under subpoena and/or powers of the court of competent jurisdiction. (In no particular order or sequence)

SUCCESSOR AND ALTERNATE SUCCESSOR TRUSTEES:

B. Quin, B. Helsby, JE Batzer,
L. Robinson

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal this 9th day of August, 2001.

Signed, sealed and delivered in our presence:

WITNESSES:

M. Sweeney, Marianne Vanish,
Pat Zick Vord, Jonnie B. Vomit, Pat Zick Vord (ATTORNEY)

PROVINCE

STATE OF BRITISH COLUMBIA, COUNTY OF KOOTENAY

This instrument was acknowledged before me by Marianne Vanish, Grantor who, being first sworn, affirmed that he executed the foregoing for the purpose contained therein on this 9th day of August, 2001.

M. Sweeney
NOTARY PUBLIC

MICHAEL J. SWEENEY
BARRISTER & SOLICITOR
R.R. #1, S.1, Box 32
New Denver, B.C. V0G 1S0
(604) 358-7227

After recording, this instrument should be returned to _____, Trustee
at _____

my commission
has no expiry.
M. Sweeney

(Auburn)

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State of Oregon, County of Klamath
Recorded 08/21/01 at 10:41 a.m.
In Vol. M01 Page 42194
Linda Smith,
County Clerk Fee \$ 3.00

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