

Recording Requested by and  
When recorded return to and  
Mail tax statements to:

JOHN HATFIELD  
8420 RIDGE ROAD  
NEWCASTLE, CA. 95658

State of Oregon, County of Klamath  
Recorded 12/28/01, at 9:42 AM  
in Vol. M01 Page 66462-65  
*Linda Smith*, County Clerk  
Fee \$ 36.00 # of Pgs 4

### Trust Transfer Deed

Notice: This is to a trust revocable by the grantor and not pursuant to a sale, does not constitute a change in ownership for income tax purposes, does not subject the property to reassessment, is exempt from all taxes, and the undersigned is the declarant and trustee on the effective date of this instrument.

#### Grant Deed

APN:

For consideration, and in order to only change formal title, I, JOHN HATFIELD, Grantor, hereby grants the property described hereinbelow, to THE JOHN CARLTON HATFIELD LIVING TRUST, Grantee, whose Trustee is, at the time of recording, JOHN HATFIELD, whose successors are also named in that instrument known as the **Abstract of Trust Agreement** of said Trust Agreement, further identified as Exhibit "B", attached hereto and made a part hereof, all that real property situated in the County of Klamath, State of Oregon, described as follows: See Exhibit "A" (Legal Description), attached hereto and made part hereof, together with all the tenements, hereditaments, and appurtenances thereunto belonging, and the revisions, remainders, rents, issue, and profits thereof.

Dated: 12/13/01

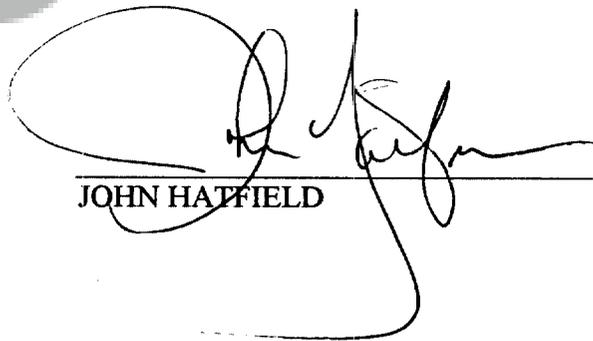
  
\_\_\_\_\_  
JOHN HATFIELD

EXHIBIT "A"

GOVERNMENT LOTS 8, 9, 16 AND 17 IN SECTION 29, TOWNSHIP 35 SOUTH,  
RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY,  
OREGON.

Statement of Notary Public

STATE OF CALIFORNIA

COUNTY OF PLACER

On 12/13/01 before me Terry J. Bergin personally appeared  
John Hatfield personally known to me (or proved on the basis of  
satisfactory evidence) to be the person(s) whose name(s) is/are subscribed in the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary public in and for said State



## Abstract of Trust Agreement

Exhibit B

THIS AGREEMENT is made and entered into this 13 day of December, 2001, between JOHN CARLTON HATFIELD, of the County of Placer, State of California, herein designated as Trustor; and JOHN CARLTON HATFIELD, of the County of Placer, State of California, herein designated as Trustee. The name of the trust is THE JOHN CARLTON HATFIELD LIVING TRUST, dated this 13 day of December, 2001.

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Description of Trust: The parties hereto desire to confirm the establishment of a revocable trust on the date first above written, and amendments thereto, for the benefit of Trustor and containing, among others, the following provisions:

2. Initial Trustee. JOHN CARLTON HATFIELD is designated as sole Trustee, to serve until the death, resignation or incompetency of said JOHN CARLTON HATFIELD.

3. Successor Trustees. Upon removal of JOHN CARLTON HATFIELD as Trustee, the successor Trustee is designated as JOHN KYLE HATFIELD. Upon removal of JOHN KYLE HATFIELD as Trustee, the successor Trustee is designated as JACKIE TULL.

4. Trustor's Right of Withdrawal. The Trustor retains the unlimited right to withdraw income and principal from the trust.

5. Trust Irrevocable Upon Death of Trustor. Upon the death of the Trustor, the trust becomes irrevocable.

6. Trustee's Powers. The Trustee, or the successor Trustee, shall have the power and authority to manage and control the trust property in such manner as the Trustee or successor Trustee may deem advisable, and shall have, enjoy and exercise all powers and rights over and concerning property and the proceeds thereof as fully and amply as though the Trustee were the absolute and unqualified owner of same, including, but not limited to, the following:

(a) Power to Manage Trust Property. The power to grant, exchange, lease, sell and convey real and personal property;

(b) Power to Borrow. The power to borrow money and to obligate the trust estate by mortgage, deed of trust, pledge or otherwise;

(c) Power to Invest. The power to invest in commodities of every nature, corporate obligations of every kind, precious metals such as gold or silver, stocks, preferred or common, to buy stocks, bonds, commodities and similar investments on margin or other leveraged accounts, to open, operate and maintain a securities brokerage account wherein any securities may be bought and/or sold on margin, and to hypothecate, borrow upon, purchase and/or sell existing securities in such account as the Trustee may deem appropriate or useful, except to the extent that such management would cause includability of any irrevocable trust in the estate of a Trustee;

(d) Power to Delegate. To perform or to delegate to any trustee or non-trustee any non-discretionary power, including the power to singularly or jointly open, close or transfer any type of bank account and savings and loan association account, sign checks, drafts, withdrawal slips or other documents, give instructions for the receipt or delivery of securities or other property, give instructions for the payment or the receipt of money and, singularly or with others, have access to any safe deposit box or other place containing property of this trust.

7. Distribution After Death of Trustor. Following the death of the Trustor, the trust continues or is distributed in whole or in part for the benefit of other named beneficiaries according to the terms of the trust.

8. Real & Personal Property. All personal property transferred into the trust shall remain personal property and all real property transferred into the trust shall remain real property.

9. Trustee's Power to Transfer Assets. Unless otherwise indicated to a prospective transferee, the Trustee has full power to transfer assets held in the name of the trust, and subsequent transferees shall be entitled to rely upon such transfers, provided the chain of title is not otherwise deficient.

10. Governing Law. This trust shall be governed by the laws of the State of California.

11. Spendthrift Provision. This trust contains a spendthrift provision.

12. Trust Agreement to Govern. The use of this Abstract of Trust Agreement is for convenience only, and the Trust Agreement is solely controlling as to provisions and interpretations, and any conflict between this Abstract and the Trust Agreement shall be decided in favor of the Trust Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Abstract of Trust Agreement the day and year first above written.

TRUSTOR:

*[Handwritten Signature]*  
\_\_\_\_\_  
JOHN CARLTON HATFIELD

TRUSTEE:

*[Handwritten Signature]*  
\_\_\_\_\_  
JOHN CARLTON HATFIELD

**Statement of Notary Public**

STATE OF CALIFORNIA

COUNTY OF PLACER

On 12/13/01 before me Terry Bergin personally appeared John Carlton Hatfield personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*[Handwritten Signature]*  
\_\_\_\_\_

Notary public in and for said State

