

2023-002604

Klamath County, Oregon



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Fee: \$382.00

AFTER RECORDING RETURN TO:

Parks & Ratliff, P.C.
620 Main Street
Klamath Falls OR 97601

GRANTOR'S NAME AND ADDRESS:

Sidney Wilbur Stanton, Successor Trustee of the
1992 John M. Staunton Separate Property Trust,
under Revocable Trust Agreement dated 08-07-1992
20036 Paygr Road
Malin, OR 97632
and
Edward W. Staunton IV, Successor Trustee
of The Staunton Family Trust, uad 05-02-2006
5450 Coleman Creek Road
Medford, OR 97501

GRANTEE'S NAME AND ADDRESS:

Staunton Brothers, a California General
Partnership
3725 Hill Road
Tulelake, CA 96134

SEND TAX STATEMENTS TO:

Staunton Brothers, a California General
Partnership
3725 Hill Road
Tulelake, CA 96134

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That SIDNEY WILBUR STAUNTON, SUCCESSOR TRUSTEE OF THE 1992 JOHN M. STAUNTON SEPARATE PROPERTY TRUST, under Revocable Trust Agreement dated August 7, 1992, and EDWARD W. STAUNTON IV, SUCCESSOR TRUSTEE OF THE STAUNTON FAMILY TRUST, uad 05-02-2006, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by STAUNTON BROTHERS, a California General Partnership, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME unto the grantee and grantee's heirs, successors and assigns forever.

AND GRANTOR HEREBY COVENANTS to and with grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above-granted premises, free from all encumbrances except those of record and those apparent on the land, and that grantor will warrant and forever defend the premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above-described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$68,000.00.

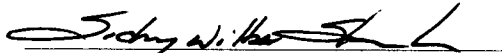
In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

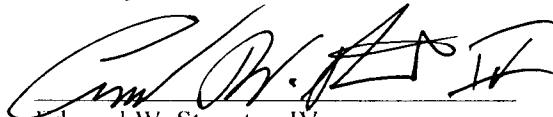
IN WITNESS WHEREOF, the grantor has executed this instrument this 30th day of March, 2023.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTION 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTION 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

1992 JOHN M. STAUNTON
SEPARATE PROPERTY TRUST
under REVOCABLE TRUST
AGREEMENT dated 08-07-1992

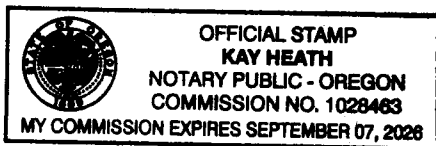
STAUNTON FAMILY TRUST,
uad May 2, 2006

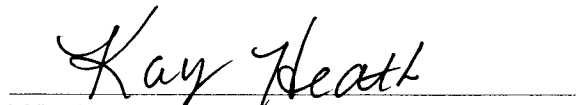

Sidney Wilbur Staunton,
Successor Trustee


Edward W. Staunton IV,
Successor Trustee

STATE OF OREGON; County of Klamath) ss.

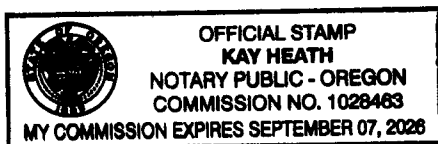
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME this 6 day of April, 2023, by Sidney Wilbur Staunton, Successor Trustee of the 1992 John M. Staunton Separate Property Trust under Revocable Trust Agreement dated August 7, 1992.




NOTARY PUBLIC FOR OREGON
My Commission expires: 9-7-2026

STATE OF OREGON; County of Klamath) ss.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME this 30 day of March, 2023, by Edward W. Staunton IV, as Successor Trustee of The Staunton Family Trust uad May 2, 2006.



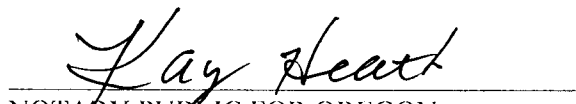

NOTARY PUBLIC FOR OREGON
My Commission expires: 9-7-2026

EXHIBIT "A"

PROPERTY DESCRIPTION

A parcel of land situated in Government Lot 11 of Section 16, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon being more particularly described as follows:

Beginning at a 1/2 inch iron pin in the Southerly right of way line of the South Pacific Railroad right of way from which the intersection of said right of way and the East line of said Section 16 bears South 39°38'52" East, 227.85 feet; thence North 39°38'52" West along said right of way line, 222.49 feet to a 1/2 inch iron pin; thence leaving said right of way line South 10°04'45" West, 535.92 feet to a 1/2 inch iron pin on the Northerly bank of Lost River; thence South 49°44'25" East along said Northerly bank of Lost River 196.37 feet to a 1/2 inch iron pin; thence leaving said bank North 10°04'45" East, 490.81 feet to the point of beginning.

REVOCABLE TRUST AGREEMENT

THE 1992 JOHN M. STAUNTON SEPARATE PROPERTY TRUST

This Separate Property Trust Agreement is entered into this 7th day of August, 1992, by JOHN M. STAUNTON, as Trustor and JOHN M. STAUNTON, as Trustee, as follows:

ARTICLE I

NAME OF TRUST

This trust shall be known as THE 1992 JOHN M. STAUNTON SEPARATE PROPERTY TRUST.

ARTICLE II

FAMILY STATUS

Trustor is married to JOAN BALIN STAUNTON. Trustor has three children whose names are JOHN MARSHALL STAUNTON, JR., SIDNEY WILBUR STAUNTON and EDGAR JAMES STAUNTON.

ARTICLE III

TRUST PROPERTY

Trustor hereby transfers, delivers and assigns to the Trustee, without consideration, his separate property described in Schedule A, attached hereto and made a part hereof, which shall constitute and be referred to herein as the "trust estate." The Trustor may, during his lifetime, assign, transfer, deliver or bequeath and devise additional property to Trustee to be held under and subject to all of the terms, conditions and provisions of this Trust Agreement, which property shall become part of the trust estate upon its acceptance by Trustee. The Trustee agrees

to hold, manage and distribute the property described in Schedule A and all other property hereafter received, as hereinafter provided.

ARTICLE IV

POWER TO AMEND AND REVOKE

During the lifetime of Trustor, this trust may be revoked in whole or in part by Trustor. The power of revocation shall be exercised by written notice delivered by the Trustor to the Trustee. In the event of such revocation, the revoked portion of the trust estate shall be transferred to the Trustor and shall constitute the separate property of Trustor as if the trust had not been created. The Trustor also reserves the right to amend this trust in whole or in part at any time during the lifetime of Trustor by an instrument in writing. The Trustor also reserves the right to remove the Trustee and appoint a new Trustee. Upon the death of the Trustor, this trust shall become irrevocable and not subject to amendment.

ARTICLE V

DISTRIBUTION OF INCOME AND PRINCIPAL

5.01 During The Lifetime of Trustor:

5.011 Income: So long as Trustor is living, the Trustee shall pay to or apply for the benefit of the Trustor the entire net income of the trust estate in monthly or other convenient installments.

5.012 Invasion of Principal: If the Trustee deems such income payments to be insufficient, the Trustee shall pay to

or apply for the benefit of the Trustor such sums out of the principal of the trust estate as the Trustee, in the Trustee's discretion, deems necessary to provide for Trustor in accordance with Trustor's accustomed manner of living at the date of the execution of this Trust Agreement.

5.013 Incapacity of Trustor: If at any time, as certified in writing by two licensed physicians, the Trustor has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared Trustor incompetent, mentally ill, or in need of a conservator, the Trustee shall apply for the Trustor's benefit such amounts of net income and principal necessary, in the Trustee's discretion, to provide for Trustor in accordance with Trustor's accustomed manner of living at the date of execution of this Trust Agreement. Any income not distributed shall be accumulated and added to principal.

5.02 Upon the Death of the Trustor:

5.021 Payment of Taxes, Debts, Funeral Expenses: On the Trustor's death, the Trustee, in Trustee's discretion, may pay out of the trust estate the Trustor's debts outstanding at the time of his death and not barred by the statute of limitations, Statute of Frauds, or any other provision of law, the federal or state estate and inheritance taxes, including interest and penalties attributable to the trust estate arising because of the Trustor's death, the last-illness and funeral expenses of the Trustor, attorneys' fees, and other costs incurred in administering the Trustor's probate estate.

5.022 Distribution of the Trust Estate: Upon the death of Trustor, the Trustee shall hold, administer and distribute the remaining trust estate as follows:

(A) Upon the death of the Trustor, the Trustee shall retain the Trustor's retirement plans, including corporate profit sharing and money purchase pension plans, Keogh plans and individual retirement accounts in trust for the benefit of Trustor's spouse, JOAN BALIN STAUNTON. If Trustor dies after April 1 of the calendar year during which he reaches age 70-1/2 or after otherwise beginning annuity distributions from said retirement plans, the Trustee shall require the account balances in said retirement plans to be distributed to the trust in equal annual installments over Trustor's remaining life expectancy at death. If the Trustor dies prior to April 1 of the calendar year during which he reaches age 70-1/2 or prior to otherwise beginning annuity distributions from said retirement plans, the Trustee shall require the account balances in said retirement plans to be distributed to the trust in equal annual installments over JOAN BALIN STAUNTON's life expectancy. If said annual installments are less than the income earned by the retirement plans, the Trustee shall require said retirement plans to distribute the difference to the trust. JOAN BALIN STAUNTON shall have full power, in her discretion, to compel the Trustee to demand distributions as provided above from retirement plans. Distributions from the retirement plans other than income distributions shall be allocated to trust principal. The

Trustee shall pay to or apply for the benefit of JOAN BALIN STAUNTON, in quarterly or more frequent installments, the entire net income of the trust estate. For purposes of distributions under this subparagraph, all income of said retirement plans as defined in relevant income tax rules and regulations shall be treated as trust income and shall be combined and distributed to JOAN BALIN STAUNTON with any other income earned on trust principal. Any such income accrued and undistributed at JOAN BALIN STAUNTON's death shall be distributed to her estate. Upon the death of JOAN BALIN STAUNTON, or upon the death of the Trustor if JOAN BALIN STAUNTON does not survive the Trustor, the trust established under this subparagraph 5.022(A) shall be held, administered or distributed as provided in subparagraph 5.022(B). The Trustor intends for the amount retained in trust under this subparagraph to qualify for the federal estate tax marital deduction. All powers of the Trustee and all provisions of this Trust Agreement, as applied to this trust, shall be interpreted and restricted to achieve that purpose. During the life of JOAN BALIN STAUNTON, there shall be no invasion of said retirement plans or said trust estate for the benefit of any person except JOAN BALIN STAUNTON.

(B) Upon the death of the Trustor, and after providing for the retention of assets in trust as set forth in subparagraph 5.022(A) above, the Trustee shall divide the remaining trust estate into as many equal shares as there are children of Trustor then living and children of Trustor who are deceased leaving

issue then living. The Trustee shall allocate one (1) such equal share to each living child of Trustor and one (1) such equal share to each group composed of the living issue of a deceased child of Trustor.

(1) Each share allocated to a living child of Trustor shall be distributed to such child, free of trust.

(2) Each share allocated to a group composed of the then-living issue of a deceased child of Trustor shall be retained by the Trustee in a separate trust for the benefit of such group and administered and distributed as follows:

(a) So long as any grandchild of Trustor in such group has not attained age twenty-five (25), the Trustee shall pay to or apply for the benefit of such then-living grandchildren so much of the net income and principal of the trust estate as the Trustee, in the Trustee's discretion, shall deem necessary for their proper health, care, maintenance, support and education, after taking into consideration, to the extent the Trustee shall deem advisable, any income or other resources of such issue, known to the Trustee and reasonably available for these purposes. Any net income not distributed shall be accumulated and added to principal. In exercising the discretion conferred by this subparagraph, the Trustee may pay more to or apply more for some beneficiaries than others and may make payments to or applications of benefits for one or more beneficiaries to the exclusion of others if the Trustee shall deem this necessary or appropriate in the light of the

circumstances, the size of the trust estate, and the probable future needs of the beneficiaries.

(b) When no grandchild in such group is living who is under age twenty-five (25), the trust estate shall be distributed free of trust to the then-living issue of the deceased child of Trustor, by right of representation. If there are no such then-living issue of a deceased child of Trustor, the trust estate shall be distributed to the then-living issue of Trustor, by right of representation; provided, however, if a part of that balance would otherwise be distributed to a person for whose benefit a trust is then being administered under this Trust Agreement, that part shall instead be added to that trust and shall thereafter be administered according to its terms.

5.023 Marital Deduction: After the Trustor's death, the executor of Trustor's Will, or, in the event no such executor is appointed, the Trustee, may elect to qualify all or any portion of the trust established under subparagraph 5.022(A) and the qualified retirement plans identified therein as qualified terminal interest property for the federal estate tax marital deduction. Any portion of such trust estate or such plans qualified for the marital deduction shall be held in a separate share of the trust established under Paragraph 5.022(A), subject to all of the rights, interests, powers and other terms prescribed for such trust.

5.03 Ultimate Distribution: If at any time before full

distribution of the trust estate the Trustor's issue are deceased and no other disposition of the property is directed by this instrument, the remaining trust estate shall be distributed to the legal heirs of Trustor, the identity and respective shares of those heirs to be determined according to the laws of the State of California then in force relating to separate property not acquired from a parent, grandparent or previously deceased spouse.

ARTICLE VI

TRUSTEE AND SUCCESSOR TRUSTEE

6.01 Resignation and Appointment of Successor Trustee:

Any Trustee may resign at any time upon giving written notice, to the Trustor and to the successor Trustee, by certified mail to the last known address of the addressee, thirty (30) days before such resignation shall take effect.

If JOHN M. STAUNTON ceases to act as Trustee, SIDNEY WILBUR STAUNTON shall become the successor Trustee. If SIDNEY WILBUR STAUNTON shall fail to qualify or cease to act as Trustee, JOHN MARSHALL STAUNTON, JR., and EDGAR JAMES STAUNTON shall become co-Trustees. If only one of the co-Trustees shall qualify and act as Trustee, such co-Trustee shall act alone as Trustee. No bond shall be required of any Trustee or co-Trustee appointed herein.

6.02 No Liability for Acts of Prior Trustee: No successor Trustee shall be liable for any act, omission or default of a predecessor Trustee. Unless requested in writing within sixty (60) days of appointment by an adult beneficiary of the trust, no

successor Trustee shall have any duty to investigate or review any action of a predecessor Trustee and may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the trust.

6.03 Definition of "Trustee": The term "Trustee" as used in this Trust Agreement shall include not only the initial Trustee but any successor Trustee or co-Trustee appointed hereunder.

ARTICLE VII

POWERS OF TRUSTEE

To carry out the provisions of the trust created by this instrument, the Trustee shall have the following powers, besides those now or later conferred by law:

7.01 To continue to hold any property, whether or not income producing, and to operate at the risk of the trust estate any business that the Trustee receives or acquires under the trust as long as the Trustee deems advisable; provided, however, that unproductive or underproductive property shall not be held as an asset of any marital deduction trust for more than a reasonable time during the lifetime of the Surviving Spouse, if any, without such Surviving Spouse's consent.

7.02 To manage, control, grant options on, sell for cash or on deferred payments (including sales between trusts created under this Trust Agreement), convey, exchange, partition, divide, improve and repair trust property.

7.03 To lease trust property for terms within or beyond the term of the trust 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.

7.04 To borrow money, and to encumber or hypothecate trust property (whether owned outright or jointly with another) by mortgage, deed of trust, pledge or otherwise.

7.05 To carry, at the expense of the trust, insurance of

such kinds and in such amounts as the Trustee deems advisable to protect the trust estate and the Trustee against any hazard.

7.06 To commence or defend such litigation with respect to the trust or any property of the trust estate as the Trustee may deem advisable, at the expense of the trust.

7.07 To compromise or otherwise adjust any claims or litigation against or in favor of the trust.

7.08 To invest and reinvest the trust estate in every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, 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 the Trustee.

7.09 With respect to securities held in the trust, to have all the rights, powers and privileges of an owner, including, but not by way of limitation, the power to vote, give proxies and 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 subscriptions or conversion rights.

7.10 To hold securities or other property of the trust in the Trustee's name as Trustee hereunder, or in the Trustee's own name or in the name of a nominee without disclosing any fiduciary relation; or to hold such securities unregistered in such condition that ownership will pass by delivery.

7.11 To partition, allot and distribute the trust estate, on any division or partial or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell any property the Trustee considers necessary for division or distribution. In making any division or partial or final distribution of the trust estate, the Trustee is not obligated to make a prorata division or to distribute the same assets to beneficiaries similarly situated. The Trustee may, in the Trustee's discretion, make a nonprorata division between trusts or shares and nonprorata distributions to the beneficiaries if the respective assets allocated to separate trusts or shares, or distribution to the beneficiaries, have equivalent or proportionate fair market value. The Trustee shall not exercise the power granted under this subparagraph 7.11 in a manner that will result in the loss of, or decrease in, any marital deduction

otherwise allowable in determining the federal estate tax.

7.12 The determination of all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Revised Uniform Principal and Income Act from time to time existing.

7.13 To employ at the expense of the trust, attorneys, accountants, investment advisors, custodians and other necessary and proper representatives and/or agents. A corporate Trustee serving hereunder shall not employ any such agents to perform the regular services which are normally covered by the Trustee's ordinary compensation, but may employ such agents at the expense of the trust to provide recommendations and advice regarding a Trustor's wishes and preferences in the correct administration of the trust.

7.14 Whenever the Trustee is directed to make a distribution of trust assets or a division into shares on the death of the Trustors, the Trustee may, in the Trustee's discretion, defer or make such distribution according to the provisions of paragraph 8.10.

7.15 The Trustee is authorized to buy, sell or trade in securities of any nature, including short sales, on margin and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased with such brokers as security for loans and advances made to the Trustee.

7.16 The enumeration of certain powers of the Trustee shall not limit the Trustee's general or implied powers; and the Trustee, subject always to the discharge of the Trustee's fiduciary obligations, is vested with and shall have all the rights, powers and privileges which an owner of the same property would have. Further, all powers and discretions conferred upon the Trustee shall be deemed supplementary to and not exclusive of the general powers of the trustees pursuant to law, and shall include all powers necessary to carry the same into effect.

7.17 Each Trustee or beneficiary shall have the power to disclaim or release or to restrict the scope of any power that he or she may hold in connection with any trust created under this Trust Agreement, whether said power is expressly granted in this Trust Agreement or implied by law. The Trustee or beneficiary shall exercise this power in a written instrument specifying the powers to be released or restricted and the nature of any such restriction. Any released power shall pass to and be exercised by the next named successor Trustee to hold said power as Special Trustee. If any Trustee or beneficiary would otherwise hold a power which, under then existing Federal or California law,

rulings or regulations, would subject the holder of said power to any gift, estate or inheritance taxes, and said Trustee is unable to disclaim said power in such a manner as to eliminate said tax consequences, without causing a loss of any other interest or power said Trustee or beneficiary has under this trust, whether in a fiduciary or personal capacity, said power shall be held by the next named successor Trustee, rather than by said Trustee or beneficiary.

7.18 There need be no physical segregation or division of the various trusts except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

7.19 If the trust estate includes a promissory note or notes for which gain would be accelerated under Internal Revenue Code section 453B if distributed to a beneficiary, the note or notes shall not be distributed at the time as otherwise provided for by this trust, but shall continue to be held in trust, and the payments received by the Trustee for the note or notes shall be distributed as received to the beneficiary or beneficiaries who would otherwise receive the promissory note or notes, or to their respective successors-in-interest.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

The following general provisions shall apply to the trust created hereunder.

8.01 Notice to Trustee: Unless the Trustee has received actual notice of the occurrence of an event affecting the beneficial interests under this Trust Agreement, the Trustee shall not be liable to any beneficiary of a trust for distribution made as though the event had not occurred.

8.02 Spendthrift Provision: No interest in the principal or income of any trust created under this Trust Agreement shall be anticipated, assigned or encumbered, or subject to any creditor's claim or to legal process, prior to its actual receipt by the beneficiary.

8.03 Children and Issue Definition: As used in this Trust Agreement, the term "issue" shall refer to lineal descendants of all degrees, and the terms "child" "children" and "issue" shall include adopted children who were minors at the date of adoption, but shall not include stepchildren or foster children.

8.04 Number and Gender: The masculine or feminine gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.

8.05 Additions to Trust: Other property may be added to these trusts by any person.

8.06 No Contest Clause: Except as otherwise provided in this Trust Agreement, the Trustors have intentionally omitted to provide for any heirs of the Trustors living at the date of the death of the Trustors. In the event any beneficiary under this Trust Agreement shall, singly or in conjunction with any other person or persons, contest in any court the validity of this Trust Agreement or the last Will of the Trustors or shall seek to obtain an adjudication in any proceeding in any court that this Trust Agreement or any of its provisions or that such Will or any of its provisions is void, or seek otherwise to void, nullify or set aside this Trust Agreement or any of its provisions, then the right of that person to take any interest given to him by this Trust Agreement shall be determined as it would have been determined had the person predeceased the execution of this Trust Agreement without being survived by 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.

8.07 Perpetuities Savings Clause: Unless sooner terminated in accordance with other provisions of this Trust Agreement, each trust created under this Trust Agreement shall terminate twenty-one (21) years after the death of the last survivor of the issue of the Trustors who are living at the death of the Deceased Spouse. All principal and undistributed income of any trust so terminated shall be distributed to the then income beneficiaries of that trust in the proportions in which they are, at the time of termination, entitled to receive the income; provided, however, that if the rights to income are not then fixed by the terms of the trust, distribution under this clause shall be made, by right of representation, to such issue of the Trustors as are then entitled or authorized in the Trustee's discretion to receive income payments.

8.08 Income Accrued or Undistributed: Income accrued or unpaid on trust property when received into trust shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any trust created hereunder shall, except as otherwise provided in subparagraph 5.022(A) above, go to the next beneficiaries of the trust in proportion to their interests in the trust. The Trustee shall not be required to prorate taxes and other current expenses to the date of distribution.

8.10 Delay on Division of Trust Estate: Notwithstanding

anything to the contrary set forth herein, the Trustee shall not be required on the death of a Trustor to immediately divide the original trust estate into separate trusts or to make an immediate distribution of principal hereunder; rather the Trustee may, in the Trustee's discretion, postpone division or distribution: (1) for a period not to exceed six (6) months in order to establish an alternate valuation date under Section 2032 of the Internal Revenue Code; or (2) until such time as all obligations of the Trustee relating to the payment of funeral, last illness expenses and death taxes are determined and paid or until the Trustee is secured in the performance thereof. However, in no event shall any such postponement in any way affect the right of the Surviving Spouse to receive the income as provided in subparagraph 5.022(A).

8.10 Minors: Payments to any beneficiary who is a minor or is under any other disability may be made for the beneficiary's account to the beneficiary's conservator, guardian of the person, custodian under the California Uniform Transfers to Minors Act, parent, or any other suitable adult with whom the beneficiary shall reside, or may be applied for the beneficiary's benefit. Sums may be paid directly to minor beneficiaries who, in the Trustee's judgment have attained sufficient age and discretion to render it probable that such sums would be properly expended. No bond or other security shall be required of any such payee.

8.11 Definition of Education: Whenever provision is made in this Trust Agreement for payment for the "education" of a

beneficiary, the term "education" shall be construed to include vocational school, college and postgraduate study, so long as pursued to advantage by the beneficiary as determined by the Trustee's discretion, at an institution of the beneficiary's choice. In determining payments to be made to the beneficiary for education, the Trustee shall consider the beneficiary's reasonable related living and traveling expenses.

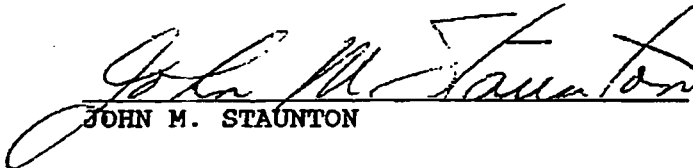
8.12 Governing Law: This trust has been accepted by the Trustee in the State of California, and its validity, construction and all rights thereunder shall be governed by the laws of that state.

Executed as of the date and year first above written.

TRUSTOR:

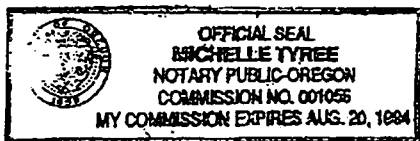

JOHN M. STAUNTON

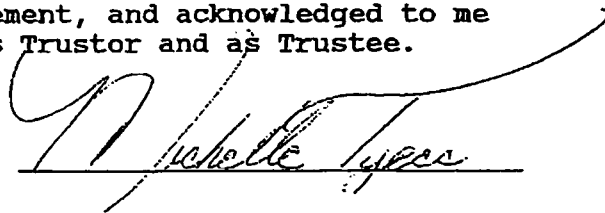
TRUSTEE:


JOHN M. STAUNTON

State of Oregon)
) ss.
County of Klamath)

On August 7, 1992, before me, the undersigned, personally appeared JOHN M. STAUNTON, known to me, or proven to me on the basis of satisfactory evidence, to be the person who executed the foregoing Trust Agreement, and acknowledged to me that he executed the same, both as Trustor and as Trustee.





SCHEDULE A

1. All of Trustor's right, title and interest in the real property in the County of Klamath, State of Oregon, described as follows:

A parcel of land situated in Government Lot 11 of Section 16, Township 41 South, Range 11 East of the Williamson Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a 1/2 inch iron pin on the southerly right of way line of the South Pacific Railroad right of way from which the intersection of said right of way and the east line of said Section 16 bears S 39°38'52" E., 227.85 feet; thence N 39°38'52" W. along said right of way line, 222.49 feet to a 1/2 inch iron pin; thence leaving said right of way line S 10°04'45" W., 535.92 feet to a 1/2 inch iron pin on the northerly bank of the Lost river; thence south 49°44'25" E. along said northerly bank of Lost River 196.37 feet to a 1/2 inch iron pin; thence leaving said bank N 10°04'45" E., 490.81 feet to the point of beginning, containing 2.00 acres more or less.

2. All of Trustor's right, title and interest in the real property in the County of Siskiyou, State of California, described as follows:

PARCEL 1:

Farm Unit "J", according to the Farm Unit Plat, or the Southeast Quarter of the Southeast Quarter of Section 31 and the West Half of the Southwest Quarter of the Southwest Quarter of Section 32 in Township 48 North of Range 4 East, M.D.M, California, containing 60 acres.

PARCEL 2:

Farm Unit "A", according to the Farm Unit Plat, or Lots 1, 2 and 3 of Section 6 in Township 47 North, Range 4 East, M.D.B. & M.

EXCEPTING said Lot 3, which was heretofore conveyed by Grantee by deed dated July 19, 1961.

3. All of Trustor's right, title and interest in the real property in the County of Siskiyou, State of California, described as follows:

Lots 1 through 6 inclusive, in Block 1, according to the map of "Medicine Lake Subdivision No. 1" filed in the office of the County Recorder on August 30, 1948, in Liber 1 Town Maps and filed 144 therein, including as a right appurtenant to

the said lots and as a covenant running with the land to the use of the meadow land, beach and lake shore on the plat or map of said subdivision, for recreational purposes only, and exclusive of the right of constructing any building or structure thereon; to construct at lake shore shown in said plat of said subdivision docks, boat landings and boat houses, the same however, to be constructed only along the shoreline of said lake on which said subdivision fronts.

4. 500 shares of capital stock of Cal-Ore Produce, a California corporation
5. 263 shares of capital stock of Staunton Farms, Inc., a California corporation
6. Securities account number C-20-091-04903 at Elliot-Ledgerwood & Company, Klamath Falls, Oregon
7. Promissory Note in the original amount of \$75,000 executed by Edgar J. Staunton and Michelle L. Staunton on December 19, 1990.

CERTIFICATION OF TRUST

CERTIFICATE OF TRUST (ORS 130.860)

1. **Date of Existence and Execution of Trust.**

The trust was executed on August 7, 1992, and is currently in existence.

2. **Trustor/Trustee.**

a. The Trustor is: JOHN M. STAUNTON

b. The currently acting Trustee is: SIDNEY WILBUR STAUNTON

3. **Trust Powers.**

The powers of the Trustee are as follows:

The Trustee is empowered to do all things appropriate for the orderly administration of the trust subject to the Trustee's power and control, unless otherwise specifically provided herein. Without limiting this general power, and without limitation of other powers hereby granted or otherwise possessed by the Trustee, including those specified in the Uniform Trustees' Powers Act in effect in Oregon as it may be amended from time to time, the Trustee shall have the following powers and discretion, which the Trustee shall exercise in such manner and upon such terms and conditions as the Trustee shall deem necessary, desirable or convenient:

1. To continue to hold any property, whether or not income producing, and to operate at the risk of the trust estate any business that the Trustee receives or acquires under the trust as long as the Trustee deems advisable; provided, however, that unproductive or underproductive property shall not be held as an asset of any marital deduction trust for more than a reasonable time during the lifetime of the Surviving Spouse, if any, without such Surviving Spouse's consent.
2. To manage, control, grant options on, sell for cash or on deferred payments (including sales between trusts created under this Trust Agreement), convey, exchange, partition, divide, improve and repair trust property.
3. To lease trust property for terms within or beyond the term of the trust 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.
4. To borrow money, and to encumber or hypothecate trust property (whether owned outright or jointly with another) by mortgage, deed of trust, pledge or otherwise.
5. To carry, at the expense of the trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the trust estate and the Trustee against any hazard.
6. To commence or defend such litigation with respect to the trust or any property of the trust estate as the trustee may deem advisable, at the expense of the trust.

7. To compromise or otherwise adjust any claims or litigation against or in favor of the trust.
8. To invest and reinvest the trust estate in every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, 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 the Trustee.
9. With respect to securities held in the trust, to have all the rights, powers and privileges of an owner, including, but not by way of limitation, the power to vote, give proxies and 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 subscriptions or conversion rights.
10. To hold securities or other property of the trust in the Trustee's name as Trustee hereunder, or in the Trustee's own name or in the name of a nominee without disclosing any fiduciary relation; or to hold such securities unregistered in such condition that ownership will pass by delivery.
11. To partition, allot and distribute the trust estate, on any division or partial or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell any property the Trustee considers necessary for the division or distribution. In making any division or partial or final distribution of the trust estate, the Trustee is not obligated to make a prorata division or to distribute the same assets to beneficiaries similarly situated. The Trustee may, in the Trustee's discretion, make a nonprorata division between trusts or shares and nonprorata distributions to the beneficiaries if the respective assets allocated to separate trusts or shares, or distribution to the beneficiaries, have equivalent or proportionate fair market value. The Trustee shall not exercise the power granted under this subparagraph 7.11 in a manner that will result in the loss of, or decrease in, any marital deduction otherwise allowable in determining the federal estate tax.
12. The determination of all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Revised Uniform Principal and Income Act from time to time existing.
13. To employ at the expense of the trust, attorneys, accountants, investment advisors, custodians and other necessary and proper representatives and/or agents. A corporate Trustee serving hereunder shall not employ any such agents to perform the regular services which are normally covered by the Trustee's ordinary compensation, but may employ such agents at the expense of the trust to provide recommendations and advice regarding a Trustor's wishes and preferences in the correct administration of the trust.

14. Whenever the Trustee is directed to make a distribution of trust assets or a division into shares on the death of the Trustors, the Trustee may, in the Trustee's discretion, defer or make such distribution according to the provisions of paragraph 8.10.
15. The Trustee is authorized to buy, sell or trade in securities of any nature, including short sales, on margin and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased with such brokers as security for loans and advances made to the Trustee.
16. The enumeration of certain powers of the Trustee shall not limit the Trustee's general or implied powers; and the Trustee, subject always to the discharge of the Trustee's fiduciary obligations, is vested with and shall have all the rights, powers and privileges which an owner of the same property would have. Further, all powers and discretions conferred upon the Trustee shall be deemed supplementary to and not exclusive of the general powers of the trustees pursuant to law, and shall include all powers necessary to carry the same into effect.
17. Each Trustee or beneficiary shall have the power to disclaim or release or to restrict the scope of any power that he or she may hold in connection with any trust created under this Trust Agreement, whether said power is expressly granted in this Trust Agreement or implied by law. The trustee or beneficiary shall exercise this power in a written instrument specifying the powers to be released or restricted and the nature of any such restriction. Any released power shall pass to and be exercised by the next named successor Trustee to hold said power as Special Trustee. If any Trustee or beneficiary would otherwise hold a power which, under then existing Federal or California law, rules or regulations, would subject the holder of said power to any gift, estate or inheritance taxes, and said Trustee is unable to disclaim said power in such a manner as to eliminate said tax power said Trustee or beneficiary has under this trust, whether in a fiduciary or personal capacity, said power shall be held by the next named successor Trustee, rather than by said Trustee or beneficiary.
18. There need be no physical segregation or division of the various trusts except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.
19. If the trust estate includes a promissory note or notes for which gain would be accelerated under Internal Revenue Code section 453B if distributed to a beneficiary, the note or notes shall not be distributed at the time as otherwise provided for by this trust, but shall continue to be held in trust, and the payments received by the trustee for the note or notes shall be distributed as received to the beneficiary or beneficiaries who would otherwise receive the promissory note or notes, or to their respective successors-in-interest.

4. **Mailing Address.**

The mailing address of the Trustee is:

20036 Paygr Road
Malin, OR 97633

///

5. **Revocability.**

The trust is irrevocable.

6. **Modification or Amendment.**

The trust may not be modified or amended.

7. **Trust Taxpayer Identification Number.**

The Trustor's Social Security Number is: **81-6200921.**

8. **Title to Trust Assets.**

Title to the Trust assets should be taken in the name of: **SIDNEY WILBUR STAUNTON, SUCCESSOR TRUSTEE OF THE 1992 JOHN M. STAUNTON SEPARATE PROPERTY TRUST, uad August 7, 1992.**

9. **Statement of Current Status.**

As of this date, the trust has not been revoked, modified or amended in any manner that would cause the representations contained in the Certification to be incorrect.

THE ABOVE IS CERTIFIED TO BE TRUE AND ACCURATE this ____ day of _____, 2023

Sidney Wilbur Staunton, Successor Trustee

STATE OF OREGON; County of Klamath) ss.

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2023, by Sidney Wilbur Staunton as successor Trustee of The 1992 John M. Staunton Separate Property Trust.

NOTARY PUBLIC FOR OREGON
My Commission expires:

(Declaration of Counsel appears on Page 5.)

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DECLARATION OF COUNSEL

I, NATHAN J. RATLIFF, under penalty of perjury, hereby declare that:

1. I am an attorney at law, practicing with the firm of Parks & Ratliff, P.C., of 620 Main Street, Klamath Falls, Oregon 97601.

2. I have examined the 1992 John M. Staunton Separate Property Trust (the "Trust Agreement").

3. I prepared the within Certification of Trust at the behest of the Successor Trustee, after determining that it was appropriate to do so under the terms and conditions of the Trust Agreement, and in accordance with Oregon law.

I HEREBY DECLARE THAT THE ABOVE STATEMENT IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT I UNDERSTAND IT IS MADE FOR USE AS EVIDENCE IN COURT AND IS SUBJECT TO PENALTY FOR PERJURY.

DATED: _____, 2023.

Nathan J. Ratliff, OSB #034269

STATE OF OREGON

CERTIFICATION OF VITAL RECORD

OREGON HEALTH AUTHORITY CENTER FOR HEALTH STATISTICS CERTIFICATE OF DEATH

588147

ID TAG NO

STATE FILE NUMBER

1. Legal Name First John Middle Marshall Last Staunton			2. Death Date December 14, 2015		
3. Sex Male	4. Age 81 years	5. Social Security Number [REDACTED]	6. County of Death Klamath		
7. Birthdate February 19, 1934	8. Birthplace Merrill, Oregon	9. Decedent's Education Bachelor's degree			
10. Was Decedent of Hispanic Origin? No		11. Decedent's Race(s) White		12. Was Decedent Ever in U.S. Armed Forces? Yes	
13. Residence: Number and Street 11539 Kestrel Road			14. City/Town Klamath Falls		
15. Residence County Klamath		16. State or Foreign Country Oregon		17. Zip Code + 4 97601	
18. Marital Status at Time of Death Married		19. Spouse's Name Prior to First Marriage Joan Louise Paine			
21. Usual Occupation Farmer			22. Kind of Business/Industry Farming		
23. Father's Name Edward Wilbur Staunton II			24. Mother's Name Prior to First Marriage Dorothy Hopka		
25. Informant's Name Joan Staunton		26. Telephone Number Not Available	27. Relationship to Decedent Spouse	28. Mailing Address 11539 Kestrel Road, Klamath Falls, OR 97601	
29. Place of Death Hospital-Emergency Room/Outpatient		30. Facility Name Sky Lakes Medical Center			
31. Location of Death 2865 Daggett Avenue		32. City/Town or Location of Death Klamath Falls		33. State Oregon	34. Zip Code + 4 97601
35. Method of Disposition Burial		36. Place of Disposition Klamath Memorial Park		37. Location Klamath Falls, Oregon	
38. Name and Complete Address of Funeral Facility O'Hair Funeral Chapel 515 Pine Street, Klamath Falls, Oregon 97601					
39. Date of Disposition TBO		40. Funeral Director's Signature Gregory S. Dunton		41. OR License Number CO-3607	
42. Registrar's Signature Cindy [Signature]		43. Date Received 12-18-15		44. Local File Number	
45. Amendment					
46. Was case referred to Medical Examiner? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
47. Autopsy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
48. Were autopsy findings available to complete the cause of death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
49. Time of Death 15:10					
CAUSE OF DEATH					
50. Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT ENTER TERMINAL EVENTS such as cardiac arrest, respiratory arrest or ventilator withdrawal without showing the etiology. DO NOT ABBREVIATE.					
Final disease or condition resulting in death ->		IMMEDIATE CAUSE		Approximate Interval Onset to Death	
Sequentially list conditions, if any, leading to the cause listed on line a. ENTER THE UNDERLYING CAUSE LAST (disease or injury that initiated the events resulting in death).		a. MYOCARDIAL INFARCTION		MINUTES	
		b. CORONARY ARTERY DISEASE		YEARS	
		c. HYPERTENSION		YEARS	
		d. HYPERLIPIDEMIA		YEARS	
51. Other significant conditions contributing to death, but not resulting in the underlying cause given above: ATRIAL FIBRILLATION					
52. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Undetermined <input type="checkbox"/> Suicide <input type="checkbox"/> Pending		53. If Female <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Unknown if pregnant within the past year <input type="checkbox"/> Not pregnant, but pregnant within 43 days before death		54. Did tobacco use contribute to death? <input type="checkbox"/> Yes <input type="checkbox"/> Probably <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown	
55. Date of Injury (MM/DD/YYYY)		56. Time of Injury		57. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)	
58. Injury at Work? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown					
59. Location of Injury (Number & Street or RFD No., City/Town, State, Zip + 4)					
60. Describe how injury occurred					
61. If transportation injury, specify. <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify)					
62. Name and Address of Certifier (Number & Street or RFD No., City/Town, State, Zip + 4)					
63. Name and Title of Attending Physician if Other than Certifier GEORGE KUBACKI / 2614 CLOVER ST. Klamath Falls, OR 97601					
64. Title of Certifier MD		65. License Number MD 20381		66. Date Signed (MM/DD/YYYY) 12/16/15	
67. Medical Certifier - To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner stated.					
68. Medical Examiner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated.					
69. Amendment					

4537538

TO BE COMPLETED BY FUNERAL FACILITY

TO BE COMPLETED BY MEDICAL CERTIFIER

I CERTIFY THAT THIS IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE OR THE VITAL RECORD FACTS ON FILE IN THE VITAL RECORDS UNIT OF THE OREGON CENTER FOR HEALTH STATISTICS.

DATE ISSUED: DEC 18 2015

JENNIFER A. WOODWARD, Ph.D.
STATE REGISTRAR

THIS COPY IS NOT VALID WITHOUT OFFICIAL VITAL RECORD FLAG WATERMARK AND HOLOGRAPHIC SEALS.



THE STAUNTON FAMILY TRUST
Married A, B, Alternate B
Revocable Living Trust

Trustors

Edward W. Staunton III and Joyce B. Staunton
P.O. Box 327
Fall River Mills, California

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THE STAUNTON FAMILY TRUST
Married A, B, Alternate B
Revocable Living Trust

TABLE OF CONTENTS

1. PURPOSE OF THIS TRUST	7
1.1 Purpose of this Trust	7
2. GENERAL TERMS OF THIS TRUST	8
2.1 Name of this Trust	8
2.2 Effective Date of this Trust	8
2.3 The Trust Estate.....	8
2.4 Mandatory Binding Arbitration.....	8
2.5 Parties to this Trust	8
2.6 Trustors' Citizenship; Appointment as Original Trustees.....	9
2.7 Children of the Trustors – Heirs at Law	9
2.8 Original Trustees' Authority to Act Independently – Separate Property Agreement – Community Property Agreement.....	10
2.9 Tax Treatment of this Trust as a Revocable Grantor Trust – Tax Returns.....	10
2.10 Powers of Revocation and Amendment While Both Trustors are Living	11
2.11 Limited Power of Revocation and Amendment After the Death of the First Trustor and After the Death of the Surviving Trustor	11
2.12 Method of Revocation or Amendment.....	11
2.13 Delivery of Property After Revocation	11
2.14 Trustee's Retention of Assets on Revocation or Termination	12
2.15 Use of Taxpayer's Tax Identification Number Assigned by the IRS	12
3. TRUST PROPERTY	13
3.1 Property Transferred to This Trust – The Corpus of this Trust – Life Insurance Policies – After Acquired Property	13
3.2 Commonly Owned Property	13
3.3 Separate Property	13
3.4 Property Contributed to this Trust from a Third Party	14
3.5 Residence as a Homestead – State of Florida	14
3.6 Residence as a Homestead – State of Texas.....	15
4. TRUSTEES, TRUSTORS,.....	16
4.1 Surviving Trustee.....	16
4.2 First Successor Trustee.....	16
4.3 Second Successor Trustee.....	16
4.4 Third Successor Trustee.....	16
4.5 Fourth Successor Trustee.....	17
4.6 Power of Successor Beneficiaries to Designate Successor Trustees	17

4.7	Trustors' Power to Discharge Successor Trustees and Designate New Successor Trustees	17
4.8	Surviving Trustor's Right to Designate Trustees of Trust A.....	18
4.9	Trustor/Trustee Resignation – In Whole or in Part	18
4.10	Removal or Discharge of an Original Trustee or a Successor Trustee	19
4.11	Removal of a Trustee for Self Dealing, False Representation, Bias, Breach of the Terms of This Trust, Sub-Standard Performance, Underperformance, Poor Service, Mismanagement, Charging Excessive Fees and/or Failure to Communicate.....	21
4.12	Successor Trustees Must Act Unanimously.....	21
4.13	No Bond, Qualification, or Court Approval Requirement for Original Trustees	21
4.14	No Bond Requirement for Successor Trustees.....	21
4.15	No Court Approval Requirement for Successor Trustees	21
4.16	Trustor/Trustee Compensation	21
5.	TRUSTOR POWERS.....	23
5.1	Trustors' and Surviving Trustor's Right to Act as Trustee.....	23
5.2	Gifts by the Original Trustees and Successor Trustees.....	23
6.	TRUSTEE POWERS IN GENERAL	24
6.1	Broad Discretionary Trustee Powers – The Uniform Prudent Investor Act.....	24
6.2	Limitation on Trustee Powers - Marital Deduction.....	24
6.3	Priorities to be Followed in the Exercise of Trustee Powers.....	25
6.4	Creation and Funding of a Beneficiary Trust	25
6.5	This Trust the Beneficiary of a Qualified Plan or Account	26
6.6	Commonly Owned Property	26
6.7	Separately Owned Property.....	27
7.	TRUSTEE POWERS RELATED TO INVESTMENTS	28
7.1	General Investment Powers	28
7.2	Securities.....	29
7.3	Real Estate	30
7.4	Life Insurance, Fixed Annuities, Non-Securities and Hybrid Investments	31
8.	TRUSTEE POWERS RELATED TO ASSET MANAGEMENT.....	32
8.1	Diversified Property vs. Undiversified Property.....	32
8.2	Productive Property vs. Unproductive Property	32
8.3	The Principal Residence of the Trustors	32
8.4	Power to Combine Trust Assets.....	33
8.5	Power to Dissolve this Trust and any Sub-Trusts.....	33
8.6	Divisions or Distributions in Cash or in Kind	34
8.7	Valuation of Assets.....	34
8.8	Application to Court.....	34
8.9	Insurance Management	34

8.10	Litigation, Compromise and Settlement	36
8.11	Delegation of Acts to Other Trustees	36
8.12	Sub-Chapter S Trusts	37
8.13	Stock of Professional Corporations	37
9.	TRUSTEE POWERS RELATED TO SUCCESSOR BENEFICIARIES	38
9.1	Extraordinary Distributions, Gifts and Loans to Beneficiaries – Schedule A	38
9.2	Support and Education of Successor Beneficiaries and Contingent Beneficiaries	39
9.3	Reimbursement of a Guardian's Expenses	39
10.	TRUSTEE POWERS RELATED TO DISABILITY AND COMPETENCY OF TRUSTORS AND SUCCESSOR BENEFICIARIES	41
10.1	Payments to Minor Beneficiaries or Disabled Beneficiaries	41
10.2	In the Event of a Trustor's Incapacity	44
10.3	Notification of Third Parties of Incapacity of Trustor, Trustee, or Beneficiary	47
11.	TRUSTEE POWERS RELATED TO TRUSTEE LIABILITY, SELF- DEALING, REPORTING AND ACCOUNTABILITY	48
11.1	Trustee's Liability	48
11.2	Requirement of Written Notice to Trustee	48
11.3	Power to Self-Deal	48
11.4	Limitations on Trustee's Power to Self-Deal	49
11.5	Duty to Account – Authority to Notify	49
11.6	Liability Insurance or Errors and Omissions Insurance	49
12.	PAYMENT OF DEATH COSTS ON THE DEATH OF A TRUSTOR	50
12.1	Discretionary Powers of Trustee to Pay Death Costs of a Deceased Trustor	50
12.2	Settling the Costs Associated with the Death of a Trustor	50
12.3	Purchase and Redemption of Flower Bonds	51
12.4	Tax Returns – and Payment of Estate Taxes by Someone Other Than the Trustee	51
13.	SETTLING THE TRUST ESTATE ON THE DEATH OF THE FIRST TRUSTOR	52
13.1	Unlimited Marital Deduction	52
13.2	Division of the Trust Estate Into Separate Shares or Sub-Trusts	52
13.3	The Creation and Funding of the Surviving Trustor's Revocable Trust A	53
13.4	Division of the Decedent's Estate – Funding an IRA Trust – Funding the Irrevocable Trust B – Trustee's Authority to Establish and Fund an Irrevocable Alternate Trust B	53
13.5	Disclaimer of Interest	54
13.6	Simultaneous Deaths	55

14. THE SURVIVING TRUSTOR'S REVOCABLE TRUST A.....	57
14.1 Right to Income	57
14.2 Right to Principal.....	57
14.3 Control of Assets	57
14.4 Discretionary Allocation of Trust A Assets on the Death of the Surviving Trustor Between a Generation Skipping Tax A Trust (GSTA Trust) and Trust A.....	57
14.5 Distributions to Skip Persons and the Generation Skipping Transfer Tax.....	58
14.6 Distribution of the Residual of Trust A	59
15. THE DECEDENT TRUSTOR'S IRREVOCABLE TRUST B	60
15.1 Right to Income	60
15.2 Right to Principal.....	60
15.3 Right to Other Payments.....	60
15.4 Control of Assets	60
15.5 Spendthrift Provision.....	61
15.6 Distribution of the Residual of Decedent's Irrevocable Trust B	61
16. THE DECEDENT TRUSTOR'S IRREVOCABLE STATE TRUST B.....	62
16.1 Payments of Income and Principal.....	62
16.2 Control of Assets	62
16.3 Spendthrift Provision.....	62
16.4 Distribution of the Residual of State Trust B.....	63
17. ALLOCATION AND DISTRIBUTION OF TRUST ASSETS	64
17.1 Designation of Successor Beneficiaries	64
17.2 Personal Property Distribution Memorandum.....	64
17.3 Allocation of Trust Assets	64
17.4 Schedule of Distribution of Trust Assets	66
17.5 Per Stirpes.....	67
17.6 Intestate Succession	68
17.7 Charity – Schedule B	69
17.8 Property Exposed to Environmental Hazards	69
18. THE ECONOMIC GROWTH AND TAX RECONCILIATION ACT OF 2001	70
18.1 Trustee to Liberally Interpret and Amend this Trust to Comply with the Tax Reconciliation Act of 2001	70
19. GENERAL PROVISIONS.....	71
19.1 Intention to Avoid Probate – Fiscal Year	71
19.2 Partial Invalidity	71
19.3 Captions and Headings.....	71
19.4 Counterparts	71
19.5 Spendthrift Provisions.....	71
19.6 Last Illness and Funeral Expenses	72

19.7	Pretermitted Heirs – Trustors' Reliance Upon and Use of Qualified Legal Counsel – No-Contest Clause	72
19.8	Waiver of Privacy Rights Under the Federal Health Insurance Portability and Accountability Act of 1996 and Indemnification of Third Parties.....	73
20.	DEFINITIONS OF TERMS	74
20.1	Words: Singular or Plural – Masculine, Feminine or Neuter	74
20.2	Child or Children – Issue and Descendants	74
20.3	Sub-Trust(s).....	74
20.4	Internal Revenue Code Terminology	74
21.	SITUS, RECORDATION AND DISSOLUTION OF THIS TRUST.....	76
21.1	Situs of this Trust.....	76
21.2	Recordation of Trust Provisions.....	76
21.3	Rule Against Perpetuities and Accumulations	76
22.	SIGNATURES AND EXECUTION.....	77
23.	ATTESTATION CLAUSE	78
24.	SCHEDULE A.....	79
25.	SCHEDULE B.....	80
26.	APPENDIX A	81

THE STAUNTON FAMILY TRUST

Married A, B, Alternate B

Revocable Living Trust

This Agreement, known as The Staunton Family Trust (hereinafter referred to as the "Trust"), made and entered into this the 2 day of May, 2006, between Edward W. Staunton III and Joyce B. Staunton, residing at P.O. Box 327, Fall River Mills, California, hereinafter referred to as "Trustors," and Edward W. Staunton III and Joyce B. Staunton, hereinafter referred to as "Trustees."

1. PURPOSE OF THIS TRUST

1.1 Purpose of this Trust

- A. This Trust is formed to hold title to the real, personal and mixed property of the Trustors that is transferred to this Trust, to provide for the orderly use and transfer of such property, and to avoid probate.

(End of Part One)

2. GENERAL TERMS OF THIS TRUST

2.1 Name of this Trust

- A. Preferred Trust Name. This Trust shall be known as: "The Staunton Family Trust, dated May 2, 2006, Edward W. Staunton III and Joyce B. Staunton, Trustors and Edward W. Staunton III and Joyce B. Staunton, Trustees."
- B. Alternate Trust Name. This Trust may also be referred to as "The Staunton Family Trust, dated May 2, 2006," or as "The Edward W. Staunton III and Joyce B. Staunton Trust, dated May 2, 2006."

2.2 Effective Date of this Trust

- A. This Trust shall be effective immediately upon its execution by the Trustors and the Trustees.

2.3 The Trust Estate

- A. Property Held in Trust. All property, real, personal and mixed transferred to and held by this Trust and by any of the sub-trusts created by this Trust is referred to herein as the "Trust Estate."
- B. Administration of Such Property. The Trustee shall hold, administer and distribute the Trust Estate, together with any property that may at any time be transferred to this Trust after the effective date hereof, and any property that may, in any way, at any time be made subject to this Trust together with the income, issues and profits therefrom, according to the provisions of this Trust.

2.4 Mandatory Binding Arbitration

- A. **THIS TRUST IS SUBJECT TO BINDING ARBITRATION.**
- B. Binding Arbitration. Any dispute arising wherein this Trust is named as a party and any dispute with any person regarding this Trust or any of its terms, the Trust Estate, or any property held or proposed to be held by this Trust shall be submitted to binding arbitration.
- C. Arbitration Procedure. All arbitrated disputes hereunder shall be governed by the procedures and rules adopted and then in force of the American Arbitration Association, its successors or assigns.

2.5 Parties to this Trust

- A. The parties to this Trust are the following:
1. The Trustors: Edward W. Staunton III and Joyce B. Staunton.
 2. A Trustor: Either Edward W. Staunton III or Joyce B. Staunton.
 3. The Surviving Trustor: The survivor of Edward W. Staunton III and Joyce B. Staunton.

4. The Original Trustees: Edward W. Staunton III and Joyce B. Staunton.
5. An Original Trustee: Either Edward W. Staunton III or Joyce B. Staunton.
6. The Surviving Trustee: The survivor of Edward W. Staunton III and Joyce B. Staunton.
7. The Successor Trustee: The person(s) named herein to serve as Trustee on the death, incapacity or incompetence of both Original Trustees.
8. The Primary Beneficiaries: Edward W. Staunton III and Joyce B. Staunton.
9. The Successor Beneficiaries: The person(s) named herein as the Beneficiaries of the Trust Estate following the death of the Surviving Trustor.
10. The Contingent Beneficiaries: The person(s) named herein as the Beneficiaries of the Trust Estate following the death of one or more of the Successor Beneficiaries.

2.6 Trustors' Citizenship; Appointment as Original Trustees

- A. Citizenship. Both Trustors are citizens of the United States of America.
- B. Appointment as Original Trustees. Subject to such rights of modification and amendment as are hereinafter set forth, the Trustors appoint Edward W. Staunton III and/or Joyce B. Staunton as the Original Trustees of this Trust and of any the sub-trusts created by this Trust.

2.7 Children of the Trustors – Heirs at Law

- A. Number of Children. The Trustors have two children as of the date this Trust is executed.
- B. Names of Children. The names of those two children are as follows: Edward W. Staunton III's and Joyce B. Staunton's children are Barbera A. Hyytinen and Edward W. Staunton IV.
- C. Predeceased Children. The Trustors have no children who have predeceased them.
- D. Excluded Children. The Trustors have not excluded any of the above named children as beneficiaries.
- E. Disproportionate Shares. If the Trustors or either of them have left disproportionate shares of the Trust Estate or nothing whatsoever to any or all of their children they did so intentionally, mindful of that child or those children at the time this Trust is written and executed by them.
- F. Additional or Adopted Children. In the event a child or children is/are born to or adopted by the Trustors after the execution of this Trust, that child or children shall participate as specified in the Trust Estate as a Successor Beneficiary(ies) unless otherwise provided herein.

2.8 Original Trustees' Authority to Act Independently – Separate Property Agreement – Community Property Agreement

- A. **Trustee's Authority to Act Independently.** Except as to matters and transactions involving real property owned by this Trust, while both Original Trustees are living and competent, and unless otherwise specifically provided herein, either of the Original Trustees, acting alone, shall have full authority to perform any and all transactions on behalf of this Trust without the consent of the other.
- B. **Broad Powers to Act Independently.** Unless otherwise stated in this Trust, this authority of the Original Trustees to act independently shall extend to all powers enumerated in the "Trustee Powers" Sections herein and shall include but not be limited to the right to contract for and on behalf of this Trust together with the right to execute, negotiate and compromise such instruments and claims as may be necessary to carry out the purposes and intents of this Trust.
- C. **Limited Power to Act Independently.** Notwithstanding the foregoing, any property held in this Trust or in any sub-trust created herein as the separate property of either Trustor, or held in a Separate Property Agreement (Appendix B) made a part of this Trust, shall, during the lifetime of the Trustor who contributed such property, be solely managed and administered by such Trustor.
- D. **Community Property Agreement.** If the Trustors live or own property in a Community Property state a Community Property Agreement is made a part hereof and attached hereto to confirm how the Trustors direct their Qualified Plans and other property to be distributed and/or held on their death.
- E. **Separate Property Agreement.** If either Trustor owns separate property, a Separate Property Agreement is attached hereto as Appendix B. Such Agreement shall be completed by the Trustors to confirm the identity and the value of each Trustor's separate property.

2.9 Tax Treatment of this Trust as a Revocable Grantor Trust – Tax Returns

- A. **Grantor Trust Treatment.** For income tax purposes this Trust shall be treated as a revocable "Grantor Trust" as the Internal Revenue Code defines term.
- B. **Treatment of Income and Expense.** As a Grantor Trust, and while both Trustors are living, this Trust is revocable; the Trustees are directed not to file income tax returns for this Trust. While both Trustors are living all items of income and expense related to the assets of this Trust or to any transaction made by or on behalf of this Trust are to be reported by the Trustors on their federal income tax return, Form 1040, and state income tax return, if appropriate.

2.10 Powers of Revocation and Amendment While Both Trustors are Living

- A. While both Trustors are living, this Trust and any sub-trust created by this Trust may be amended, revoked, modified or terminated in whole or in part by either Trustor acting alone as to any separate property of the amending Trustor, and by both Trustors acting jointly as to any commonly owned property of the Trustors.

2.11 Limited Power of Revocation and Amendment After the Death of the First Trustor and After the Death of the Surviving Trustor

- A. Power of Revocation and Amendment Over Revocable Sub-Trusts. After the death of the first Trustor, the Surviving Trustor may at any time amend, revoke, or terminate, in whole or in part Trust A and any sub-trust created by this Trust other than a sub-trust (e.g., Trust B and Alternate Trust B herein), which by its terms shall, at that time, have become irrevocable and unamendable.
- B. Irrevocability. After the death of the Surviving Trustor neither this Trust nor any of the sub-trusts created by this Trust may be amended or modified, revoked or terminated except as may be specifically provided otherwise herein.

2.12 Method of Revocation or Amendment

- A. Method of Revision or Amendment. Any amendment or modification, revocation or termination of this Trust or of any sub-trust created by this Trust shall be set out in a document duly signed, dated, witnessed and notarized using the same formalities as observed upon the original execution of this Trust, and thereafter attached to this Trust and delivered to the Trustee.
- B. Exercise in Writing. An exercise of this power of amendment or modification substantially changing the duties, rights, and liabilities of a Trustee shall be effective only if agreed to by the Trustee in writing.

2.13 Delivery of Property After Revocation

- A. Commonly Owned Property. Following any revocation or termination of this Trust with respect to commonly owned property of the Trustors, the Trustee shall promptly deliver the designated commonly owned property to the Trustors, or to the designee of the Trustors, free of this Trust.
- B. Separate Property. Following any revocation or termination of this Trust with respect to the separate property of a Trustor, the Trustee shall promptly deliver the designated separate property to such Trustor, or to his or her designee, free of this Trust.

6

2.14 Trustee's Retention of Assets on Revocation or Termination

- A. Notwithstanding the foregoing, in the event of the revocation or termination of all or any part of this Trust, the Trustee is authorized to at all times retain sufficient assets so as to secure the payment of any liabilities and expenses the Trustee has lawfully incurred in administering this Trust.

2.15 Use of Taxpayer's Tax Identification Number Assigned by the IRS

- A. Surviving Trustor's Social Security Number. Upon the death of a Trustor, the Surviving Trustor's Trust A remains revocable and the taxable income thereof shall be reported using the Surviving Trustor's Social Security Number.
- B. Taxpayer Identification Number (Form SS-4). The Surviving Trustee shall obtain a taxpayer identification number from the Internal Revenue Service, (Form SS-4), for each irrevocable and unamendable sub-trust organized pursuant to the terms hereof, (e.g., Trust B, Alternate Trust B), and all taxable income realized therefrom shall be reported by the Trustee of such Trust(s) using said taxpayer identification number.
- C. Date Entire Trust Becomes Irrevocable. Upon the death of both Trustors, this entire Trust and the sub-trusts created herein shall be and remain irrevocable and unamendable, except as otherwise specifically provided herein, and the Successor Trustee is directed to report the taxable income therefrom to the IRS using the taxpayer identification number(s) assigned thereto by the IRS.

6

(End of Part Two)

9

3. TRUST PROPERTY

3.1 Property Transferred to This Trust – The Corpus of this Trust – Life Insurance Policies – After Acquired Property

- A. Type of Property. The Trustors intend this Trust to be the recipient of and to hold their real, personal and mixed property, including, without limitation, assets whether commonly owned, owned as tenants by the entirety, jointly owned or referred to herein as marital, quasi-marital, deferred marital, community, quasi-community or separate.
- B. Transfer of Property. Upon and following the execution of this Trust the Trustors shall pay over, assign, grant, convey, transfer and deliver their real, personal and mixed property, and by this Trust do hereby pay over, assign, grant, convey, transfer and deliver said property to the Trustee.
- C. Life Insurance. Any life insurance policies owned by the Trustors and delivered to the Trustee or under which the Trustee or this Trust may be designated as beneficiary, shall be a part of the Trust Estate and shall be held, administered, managed and distributed by the Trustee as hereinafter set forth.
- D. Other Property Assigned to Trust. The Trustors further name this Trust and assign to this Trust their real, personal and mixed property interests, bequests, legacies, devises and gifts which either or both Trustors may become owners, recipients or beneficiaries of at any time following their execution of this Trust.

3.2 Commonly Owned Property

- A. All property of the Trustors owned commonly, jointly, as community property, marital, quasi-marital, deferred marital, tenants in common, or as tenants by the entirety by both Trustors transferred to the Trustee, as invested and reinvested, together with the rents, issues, and profits therefrom, (herein referred to as "commonly owned property"), shall retain its character as commonly owned property while both Trustors are living. The legal characteristics of said commonly owned property shall be determined by the laws of the state where the Trustor(s) reside(s) or by the laws of the state where the property is located, whichever controls.

3.3 Separate Property

- A. Separate Property Assignments. All property of either Trustor owned separately or as quasi-community property transferred to the Trustee, as invested and reinvested, together with the rents, issues, and profits therefrom, (herein referred to as "separate property") shall retain its character as the separate property of the

Trustor who transferred such property to this Trust. (See the Separate Property Agreement attached to and made a part of this Trust as Appendix B.) The legal characteristics of said property shall be determined by the laws of the state where the Trustor(s) reside(s) or by the laws of the state where the property is located, whichever controls.

- B. **Separate Property Released.** In the event at any time following the execution of this Trust the Trustors are divorced or legally separated, any spousal rights of a Trustor/spouse in the separate property of the other Trustor/spouse hereunder shall thereupon be extinguished and terminated and each Trustor/spouse shall take and hold his or her separate property free and clear of any claims of the other Trustor/spouse. (See the Separate Property Agreement attached to and made a part of this Trust as Appendix B.)

3.4 Property Contributed to this Trust from a Third Party

- A. All property of any description contributed to this Trust from a source other than one or both Trustors which becomes a part of the Trust Estate, provided such property is received during the lifetime of both Trustors, as invested and reinvested, together with the rents, issues and profits therefrom, shall be the commonly owned property of the Trustors, unless otherwise stipulated by both Trustors or by the person, form or entity contributing the same at the time of contribution.

3.5 Residence as a Homestead – State of Florida

- A. **Trustors' Right to Reside Therein.** The Trustors jointly and separately reserve the right to reside upon any real property placed in this Trust as their permanent residence during their lifetime.
- B. **Residence to be Treated as Homestead.** Notwithstanding anything contained in this Trust to the contrary, the Trustors' interest in any real property in which they or either of them resides pursuant to the provisions of this Trust shall be deemed to be an interest in real property, the homestead of the Trustors, and not personal property.
- C. **Intent to Preserve Trustors' Right to Real Property.** In the event that the Trust Estate includes the primary permanent residence of the Trustor(s), and that property is located in the state of Florida, the Trustor(s) shall have the exclusive right to use, occupy and reside in said residence during Trustor(s)' lifetimes, unless it is the separate property of one Trustor or is otherwise specified in this Trust. (See the Separate Property Agreement attached to and made a part of this Trust as Appendix B.) It is the intent of this paragraph to preserve in the

Trustor(s) the requisite beneficial interests and possessory rights in and to such real property so as to comply with the Florida Statutes, such that the Trustor(s)' possessory right constitutes, in all respects, "equitable title to real estate," as that term is used in Section 6, Article 7, of the Constitution of the State of Florida. Notwithstanding anything contained in this Trust to the contrary, the interest of the Trustor(s) in any real property upon which the Trustor(s) reside pursuant to the provisions of this Trust shall be deemed to be an interest of real property and not personalty. So long as the Trustor(s) occupy such residence, the Trustor(s) shall be entitled to the homestead exemption on such property.

3.6 Residence as a Homestead – State of Texas

- A. Trustors' Right to Reside on Homestead. The Trustors jointly and separately retain the right to use and occupy for life, rent free, and without charge (except such charges as are allowed by Section 11.13(j) of the Texas Tax Code), their residence homestead whether or not such residence homestead is transferred or placed in the Trust Estate, so as to secure and reserve for the Trustors the requisite beneficial interests and possessory rights to qualify for all homestead exemptions and protections from forced sale available under the Texas Property Code, the Texas Tax Code and Article 16, Sections 50 and 51 of the Constitution of the State of Texas.
- B. Residence to be Treated as Homestead. Any real property transferred to this Trust that is the residence homestead of the Trustors shall retain its status as the Trustors' homestead unless and until the Trustors designate other real property as their homestead pursuant to Chapter 41 of the Texas Property Code. It is the Trustors' intent that this Trust be a "Qualifying Trust" as that term is defined in Section 11.13(j) of the Texas Tax Code and that all provisions of this Trust shall be construed to conform to that intent. The Trustors agree to remain jointly and severally personally liable for taxes properly imposed on the interest of this Trust represented by their residence homestead.

(End of Part Three)

4. TRUSTEES, TRUSTORS, SURVIVING TRUSTEE AND SUCCESSOR TRUSTEES

4.1 Surviving Trustee

- A. Surviving Trustee. Upon the death, resignation, disappearance, or incompetency of an original Trustee, or if for any reason either Original Trustee ceases, or is unable to serve or to continue to serve as a Trustee hereunder, the Trustors nominate and appoint the remaining original Trustee to serve as sole Trustee over all assets included in the decedent Trustor's share of the Trust Estate and of the sub-trusts created by this Trust, without the approval of any court.
- B. Surviving Trustor is Trustee Over Trust A. So long as the Surviving Trustor has not ceased to serve as Trustee, the Surviving Trustor shall continue to serve as Trustee over all assets held, managed and distributed according to the terms of this Trust with respect to Trust A.

4.2 First Successor Trustee

- A. Appointment of First Successor Trustee. Upon the death, resignation, disappearance or incompetency of both Original Trustees, or upon the death, resignation, disappearance or incompetency of the Surviving Trustee, or if for any reason both Original Trustees are, or the Surviving Trustee is, unable to serve or to continue to serve as Trustee hereunder, the Trustors nominate and appoint Edward W. Staunton IV to serve as Successor Trustee of this Trust and of the sub-trusts created by this Trust without the approval of any court.

4.3 Second Successor Trustee

- A. Appointment of Second Successor Trustee. Upon the death, resignation, disappearance, or incompetency of all the above named Trustee(s) and Successor Trustee(s), or if for any reason such named Successor Trustee(s) cease(s), or is unable, to serve or to continue to serve as Trustee hereunder, the Trustors nominate and appoint Barbera A. Hyytinen to serve as Successor Trustee of this Trust and of the sub-trusts created by this Trust without the approval of any court.

4.4 Third Successor Trustee

- A. Appointment of Third Successor Trustee. Upon the death, resignation, disappearance, or incompetency of all the above named Trustee(s) and Successor Trustee(s), or if for any reason such named Successor Trustee(s) cease(s), or is unable, to serve or to continue to serve as Trustee hereunder, the Trustors nominate and appoint Jonell Hyytinen to serve as Successor Trustee of this Trust and of the sub-trusts created by this Trust without the approval of any court.

4.5 Fourth Successor Trustee

- A. Appointment of Fourth Successor Trustee. Upon the death, resignation, disappearance, or incompetency of all the above named Trustee(s) and Successor Trustee(s), or if for any reason such named Successor Trustee(s) cease(s), or is unable, to serve or to continue to serve as Trustee hereunder, the Trustors nominate and appoint Joshua Staunton to serve as Successor Trustee of this Trust and of the sub-trusts created by this Trust without the approval of any court.

4.6 Power of Successor Beneficiaries to Designate Successor Trustees

- A. Successor Beneficiaries Elect Successor Trustee(s). Unless otherwise stated herein, in the event at any time following the death, resignation, disappearance, or incompetency of the Original Trustees and the Surviving Trustee there is no Successor Trustee of this Trust, or of any of the sub-trusts created by this Trust, the Successor Beneficiaries herein named shall have the power to nominate and elect one or more Successor Trustees. Any person or persons receiving a majority of the votes of the Successor Beneficiaries for the position of Successor Trustee shall serve as Successor Trustee under the terms and conditions of this Trust, and of the sub-trusts created by this Trust, without the approval of any court.
- B. A Guardian May Act for Minors. If no such Successor Beneficiaries are adults, then such appointment of a Successor Trustee shall be made by the parent or legal guardian of such Successor Beneficiaries; provided that in the event of a dispute among such Successor Beneficiaries, their parents or guardians, the majority shall prevail.

4.7 Trustors' Power to Discharge Successor Trustees and Designate New Successor Trustees

- A. Trustors May Discharge Successor Trustee. While both Trustors are living, the Trustors may, at any time, with or without cause, discharge any Successor Trustee and designate new or additional Successor Trustees.
- B. Trustors Must Act Together. The power specified in this paragraph shall be exercisable only by both Trustors acting jointly, unless one of the Trustors is incapacitated or otherwise incapable of exercising this power, in which case the remaining Trustor, and only if he or she holds a comprehensive Durable Power of Attorney of the incapacitated Trustor authorizing him or her to do so, may exercise this power for both Trustors.
- C. Formal Written Amendment. Any exercise of the power referred to in this paragraph shall be made by a formal written amendment to this Trust, duly signed, dated, witnessed and notarized with the same formalities as those

observed upon the original execution of this Trust, which amendment shall be attached to this Trust and delivered in original or abstract form to the person(s) designated as Successor Trustee.

4.8 Surviving Trustor's Right to Designate Trustees of Trust A

- A. Surviving Trustor's Right to Discharge Successor Trustee of Trust A. Following the death of the first Trustor, the Surviving Trustor may at any time, with or without cause, and with or without prior notice, discharge any or all Trustee(s) of the Survivor's Revocable Trust A herein, and immediately appoint a new Successor Trustee(s).
- B. Formal Written Amendment. Any exercise of the power referred to in this paragraph shall be made by a written formal amendment to this Trust, duly, signed, dated, witnessed and notarized with the same formalities as those observed upon the original execution of this Trust, which amendment shall be attached to this Trust, and delivered in original or abstract form to the person(s) designated as Successor Trustee(s).

4.9 Trustor/Trustee Resignation – In Whole or in Part

- A. Written Notice. Any Trustee named or provided for herein may resign as Trustee at any time, without giving a reason for his or her resignation, by giving written notice, at least ten (10) days before the date the resignation is to take effect, to the Trustors, if living, to any other Trustee then acting, and to all Successor Beneficiaries herein (or, in the case of a minor Successor Beneficiary, to the parent or guardian of that Beneficiary).
- B. Resigned Trustee Must Serve Until Successor Trustee Accepts Office. A Trustee who has resigned shall continue to serve as Trustee until a Successor Trustee shall accept office, and shall execute all instruments, deliver all documents and records and do all acts necessary to vest title of the Trust Estate in the Successor Trustee without court approval.
- C. Resignation of Trustee Over Specific Assets. Notwithstanding anything to the contrary in this Trust, prior to the acquisition by this Trust, or any sub-trust created by this Trust, of an identifiable/certain asset, (such as life insurance on the Surviving Trustor), the Surviving Trustor may resign as the Trustee of the consideration earmarked to acquire such asset, and the Successor Trustee, named herein, upon assuming the office of Trustee over that earmarked consideration, shall decide whether to acquire such asset and, if acquired, shall thereafter serve as the Trustee of such asset in this Trust or in any sub-trust created by this Trust. Upon resigning as Trustee over the consideration earmarked to acquire an asset, as aforesaid, the Surviving Trustor, acting as a Trustee, shall not thereafter possess any power as a Trustee over said asset.

4.10 Removal or Discharge of an Original Trustee or a Successor Trustee

- A. Competency Determination. On the motion of any Original Trustee, Successor Trustee, or any Successor Beneficiary, good cause being shown, two (2) designated licensed medical doctors shall be authorized and empowered to determine the competency or the ability to act of any Original Trustee or Successor Trustee named herein.
- B. Attending Doctor. One of the medical doctors to determine the competency or ability to act of an Original or Successor Trustee hereunder shall be the attending medical doctor of Original Trustee or Successor Trustee whose competency or ability to act is to be determined.
- C. Role of Attorney-in-Fact. If such Original or Successor Trustee has no attending medical doctor at the time a determination of his or her competency or ability to act is requested, the Attorney-in-Fact of the Original or Successor Trustee whose competency or ability to act is to be determined, if duly authorized, shall name and engage an attending medical doctor on their behalf.
- D. Petition to Court of Competent Jurisdiction. If such Original or Successor Trustee has neither an attending medical doctor nor a duly authorized Attorney-in-Fact when a determination of his or her competency or ability to act is desired, or such party or parties will not cooperate hereunder, the party or parties seeking a determination of competency or ability to act may petition a court of competent jurisdiction to appoint a medical doctor to proceed hereunder on behalf of the Original Trustee or Successor Trustee whose competency or ability to act is to be determined.
- E. Two Medical Doctors Required. Such attending medical doctor of the person whose competency or ability to act is to be determined, or who is appointed by an Attorney-In-Fact, or a court as aforesaid, shall then appoint the second medical doctor and together they shall determine the competency or ability to act of such Original or Successor Trustee according to the terms of this paragraph.
- F. Confirmation in Writing. The two medical doctors shall confirm in writing the competency or incompetency or ability or inability to act of the Original or Successor Trustee whose competency or ability to act has been brought into question. Their joint decision shall be binding upon the Trustors, the Trustee, and the Beneficiaries of this Trust.
- G. Delivery of Written Report. Copies of the written report of the two medical doctors shall be promptly delivered to the party requesting the same, to the Trustors, to the Trustee whose competency or ability to act was to be determined, to all other Trustees, and to the Successor Beneficiaries of this Trust.

- H. **Unanimous Agreement.** To cause a Trustee or a Successor Trustee to be removed or discharged hereunder the medical doctors must unanimously agree that the Original Trustee or Successor Trustee whose competency or ability to act has been brought into question is not capable of performing the duties of Trustee or Successor Trustee as set out herein.
- I. **Trustee Replacement.** Immediately upon the publication of the report of the two medical doctors confirming that the person whose competency or ability to act is to be determined is not competent or is not able to act as Trustee or as Successor Trustee, that person shall be removed and discharged as a Trustee or as Successor Trustee hereunder and the person named herein as the next Successor Trustee shall thereupon immediately assume the duties of Trustee hereunder.
- J. **Reinstatement of Trustee.** Any person who has been determined to be incompetent or unable to act as Trustee or Successor Trustee under the provisions of this paragraph may, good cause being shown, by resort to the same procedures set out herein which determined his or her incompetence or ability to act, be subsequently found competent and able to act as Trustee hereunder and thereby be immediately reinstated to the office of Trustee or Successor Trustee.
- K. **Incompetence or Competence or Ability to Act may be Confirmed by Court Order.** Confirmation of incompetence or competence or ability to act of any Trustee or Successor Trustee hereunder may, but need not, be confirmed by application to a court having personal jurisdiction over the person whose competency or ability to act is being or has been determined.
- L. **Costs of Determination.** Costs incurred pursuant to this paragraph shall be borne by the party or parties requesting the determination of incompetence or competency or ability to act.
- M. **Limitation on Determination.** Only one determination of competence or incompetence or ability to act of an Original or Successor Trustee under this paragraph shall be brought in any twelve-month period.
- N. **Right to Privacy Waived.** The Original Trustees, acting individually and as Trustees, hereby waive any right to privacy they may have under any law now or hereinafter in effect of the federal government or of the government of any state which is the situs of this Trust and authorize and instruct the medical doctors referenced herein to cooperate in all respects with the procedures outlined in this paragraph so as to assure that the intent of the Trustors as expressed herein is not frustrated. If any Successor Trustee whose competency or ability to act has been challenged hereunder does not likewise waive in writing his or her similar right to

privacy so as to assure that the intent of the Trustors as expressed herein is not frustrated, that Successor Trustee shall be immediately removed as a Successor Trustee herein and thereafter barred from participating further as a Successor Trustee of this Trust.

- O. Doctors Held Harmless. No doctor cooperating with the procedures outlined in this paragraph shall incur any liability to any third party, and the Trustors hereby agree to indemnify and hold said doctors or either of them harmless therefore.

4.11 Removal of a Trustee for Self Dealing, False Representation, Bias, Breach of the Terms of This Trust, Sub-Standard Performance, Underperformance, Poor Service, Mismanagement, Charging Excessive Fees and/or Failure to Communicate

- A. Removal. On the motion of any Original Trustee, Successor Trustee, or any Successor Beneficiary, alleging self dealing, false representation, bias, breach of the terms of this Trust, sub-standard performance, underperformance, poor service, mismanagement, charging excessive fees, and/or failure to communicate on the part of any Trustee, the resulting dispute shall be resolved by mandatory binding arbitration as provided earlier herein.
- B. Costs Incurred. Costs incurred pursuant to this paragraph shall be borne by the party or parties as determined by the arbiter of the dispute.

4.12 Successor Trustees Must Act Unanimously

- A. When there is more than one Successor Trustee serving, the multiple trustees must unanimously agree in order to act on any matter regarding the Trust Estate.

4.13 No Bond, Qualification, or Court Approval Requirement for Original Trustees

- A. To the extent any such requirement can be legally waived, no Original Trustee named herein shall be required to give any bond as Trustee, or qualify before, be approved by or, in the absence of a breach of trust, account to any court.

4.14 No Bond Requirement for Successor Trustees

- A. To the extent any such requirement can be legally waived, no Successor Trustee named herein shall be required to give any bond as Trustee.

4.15 No Court Approval Requirement for Successor Trustees

- A. To the extent any such requirement can be legally waived, no Successor Trustee named herein shall be required to obtain the order or approval of any court to exercise any power or discretion herein given.

4.16 Trustor/Trustee Compensation

- A. No Compensation to Trustor Who Acts as Trustee. No Trustor shall receive compensation for services as Trustee.

- B. **Reasonable Compensation to Successor Trustee.** A Successor Trustee shall be entitled to reasonable compensation for his or her services as a Trustee as determined by charges for similar trustee services performed by a bank with trust powers in the area where the Successor Trustee resides.
- C. **Compensation May be Waived.** Any Successor Trustee may elect to waive such compensation.
- D. **Only One Fee for an Attorney.** In all events, if an attorney acts as a Trustee hereunder and also serves as an executor or as an Administrator of the estate of a Deceased Trustor, he or she may only charge the Trust Estate one fee for his or her services, limited as aforesaid, and may not charge a fee for serving both as a Trustee and as an executor or as an Administrator.

(End of Part Four)

5. TRUSTOR POWERS

5.1 Trustors' and Surviving Trustor's Right to Act as Trustee

- A. **Trustors' Rights.** The Trustors, as long as they are living and competent and have been named as Trustees, shall be the sole Trustees of this Trust and shall exclusively retain and exercise all rights and duties of Trustees set out in this Trust.
- B. **Surviving Trustor's Rights.** The Surviving Trustor, as long as he or she is living and competent, shall be the sole Trustee of this Trust and alone shall exclusively retain and exercise all rights and duties of a Trustee set out in this Trust.

5.2 Gifts by the Original Trustees and Successor Trustees

- A. **Commonly Owned Assets.** During their joint lifetimes, the Original Trustees who are Trustors may gift whole or fractional gifts of all or any part of the commonly owned and/or marital property of the Trust Estate at any time, in any amount, to any person, for any reason.
- B. **Separate Property.** During the joint lifetimes of the Original Trustees, who are Trustors, the Original Trustee who owns separate property in the Trust Estate, may, acting as a Trustee, gift whole or fractional gifts of all or any part of such separate property of the Trust Estate at any time, in any amount, to any person, for any reason.
- C. **Surviving Trustor's Right to Gift.** Following the death of an Original Trustee, who is a Trustor, the Surviving Original Trustee, who is a Trustor, may, acting as a Trustee, gift whole or fractional gifts of all or any part of the assets in the Survivor's Revocable Trust A herein at any time, in any amount, to any person, for any reason.
- D. **Successor Trustee's Limited Right to Gift.** Following the death, incapacity or incompetence of the Surviving Original Trustee, who is a Trustor, the Successor Trustee shall also have the limited power to gift Trust property as set out in paragraphs herein titled "Extraordinary Distributions, Gifts and Loans to Beneficiaries," and "In the Event of Trustor's Incapacity."

(End of Part Five)

6. TRUSTEE POWERS IN GENERAL

6.1 Broad Discretionary Trustee Powers – The Uniform Prudent Investor Act

- A. **Broad Discretionary Powers.** To carry out the purposes of this Trust, and subject to any limitations stated elsewhere in this Trust, the Trustee shall have broad discretionary powers in addition to all powers conferred on trustees by law.
- B. **Trustee May Opt Out of Uniform Prudent Investor Act.** The Trustee is specifically authorized to opt out and not comply, in whole or in part, with any provision of any applicable Uniform Prudent Investor Act as it may be adopted or enacted by any state.
- C. **Discretion to Allocate Expenses.** Except as otherwise provided in this Trust, the Trustee shall allocate all trust receipts and expenses to principal or income according to the laws governing the situs of this Trust. However, if any such item is not governed by such laws, the Trustee shall have the discretion to determine whether items should be charged or credited to income or principal or allocated between income and principal.
- D. **Must Act in Good Faith.** Notwithstanding any of the foregoing grants of broad power and discretion, the Trustee of this Trust must at all times act in good faith and with sound judgment, discretion and prudence.

6.2 Limitation on Trustee Powers - Marital Deduction

- A. **Qualified Terminal Interest Property.** Notwithstanding any of the provisions in this Trust giving the Trustee certain broad powers, prerogatives, discretions and authorizations, it is the intent of the Trustors that the property composing the corpus of Trust A qualify for the unlimited federal estate tax marital deduction.
- B. **Non-Qualified Terminal Interest Property.** To the extent that any property cannot so qualify it shall not be accepted by the Trustee as a part of the Trust Estate, except as it may be suitable for inclusion in Trust B herein, and if it cannot so qualify, it shall be conveyed out of the Trust Estate.
- C. **Marital Deduction.** It is the further intent of the Trustors that the provisions of this Trust relating to the marital deduction including any power, duty or discretionary authority associated therewith, comply with the marital deduction provisions of the Internal Revenue Code and that the provisions of this Trust be construed at all times to conform to this express intent.
- D. **Default to Marital Deduction.** To the extent that any provision in this Trust cannot be so construed, it shall be deemed void. In no event shall the Trustee take any action or have any power that will impair, compromise or diminish the marital deduction.

- E. Limited Authority to Amend. To effect these ends, the Trustee is given the authority to amend this Trust to conform it to the laws and regulations then in effect and thus secure for the assets in the Trust Estate the maximum "marital deduction" as that term is defined by the Internal Revenue Code.

6.3 Priorities to be Followed in the Exercise of Trustee Powers

- A. The Needs of The Trustors Shall be Primary Purpose of Trust. Except as provided in the paragraph herein titled "In the Event of an Original Trustee's Incapacity," in resolving any question regarding the conservation of the Trust Estate, the needs of the Trustors and the Surviving Trustor during their, his or her lifetime(s), shall be the primary purpose of this Trust, even if the satisfaction of such needs requires the depletion, exhaustion or spend down of the entire Trust Estate.
- B. Needs of Successor Beneficiaries vs. Contingent Beneficiaries. After the death of the Surviving Trustor, in resolving any question regarding the conservation of the Trust Estate, except as provided in the paragraph herein titled "Payments to Minor Beneficiaries or Disabled Beneficiaries," the needs of the Successor Beneficiaries named in this Trust shall be superior to those of any Contingent Beneficiary.
- C. Encourage Thrift and Industry. Any Trustee herein shall, when exercising his or her discretion concerning the benefit, welfare, betterment or best interests of any Beneficiary named herein, do so in such a manner as will encourage thrift, industry, and self-reliance, and discourage extravagance, waste and indolence.

6.4 Creation and Funding of a Beneficiary Trust

- A. Selection of Beneficiary Trust. The Trustors and the Surviving Trustor at any time shall have the authority on their own motion, and any Successor Trustee of this Trust or of any sub-trust created by this Trust may, with the written approval of the Beneficiary for whom such Trust is written in each instance first obtained, create and fund from the assets of the Trust Estate one or more Beneficiary Trusts for the use and benefit of any one or more Successor Beneficiaries.
- B. Design of Beneficiary Trust. Any Beneficiary Trust organized pursuant to this paragraph shall be written within the confines of the then existing law so as best as possible preserve and protect the assets of the Beneficiary thereof from death, gift and generation-skipping taxes, from the claims of the Beneficiary's creditors, and from claims against the Beneficiary emanating from any bankruptcy, divorce, or separation proceeding, while giving the Beneficiary the maximum amount of control to manage such assets as is or may be allowed by law at the time the Beneficiary Trust is organized.

C. Limitations of Allocations to a Beneficiary Trust. The assets used and the cost of funding any Beneficiary Trust, shall, however:

1. Allocation. Be charged against the share of the Successor Beneficiary for whose benefit the Beneficiary Trust is written; and,
2. Limitation. In no way diminish the benefits available to any other Successor Beneficiary named herein.

6.5 This Trust the Beneficiary of a Qualified Plan or Account

A. If this Trust is the beneficiary of a plan or account qualified under Section 401 of the Internal Revenue Code, then, notwithstanding any provision of this Trust to the contrary, the Trustee is directed to at all times cause this Trust to make at least the minimum required distributions to the Beneficiary thereof in the manner and in the amount required by the Internal Revenue Code.

6.6 Commonly Owned Property

A. Power Over Commonly Owned Property. Notwithstanding any other provision of this Trust, the Trustee shall have only those powers over any commonly owned property transferred to this Trust that the Trustors have under the laws of the situs of this Trust or the laws of the state where the commonly owned property is located, whichever controls.

B. Management of Commonly Owned Property. The Trustee shall hold, manage, invest and reinvest the commonly owned property, collect the income, rents, issues, and profits, if any, therefrom and dispose of the net income and principal associated therewith during the joint lives of the Trustors as follows:

1. Allocation of Income. The Trustee may pay to, or apply for the benefit of the Trustors, individually or jointly, any or all the net income therefrom as in the Trustee's sole and absolute judgment and discretion shall be necessary or advisable from time to time for the medical care, health, welfare and maintenance of the Trustors, taking into consideration, to the extent the Trustee deems advisable, any other income or resources of the Trustors known to the Trustee.
2. Allocation of Principal. The Trustee may pay to, or apply for the benefit of the Trustors, individually or jointly, such sums of the principal therefrom as in the Trustee's sole and absolute judgment and discretion shall be necessary or advisable from time to time for the medical care, health, welfare and maintenance of the Trustors, taking into consideration, to the extent the Trustee deems advisable, any other income or resources of the Trustors known to the Trustee.

6.7 Separately Owned Property

- A. The Trustee shall hold, manage, invest and reinvest the separately owned property of each Trustor, collect the income, rents, issues, and profits, if any therefrom, and dispose of the net income and principal associated therewith during the joint lives of the Trustors as follows:
1. Allocation of Income. The Trustee may pay to, or apply for the benefit of the Trustor who contributed such property, any or all the net income therefrom as in the Trustee's sole and absolute judgment and discretion shall be necessary or advisable from time to time for the medical care, health, welfare and maintenance of such Trustor, taking into consideration, to the extent the Trustee deems advisable, any other income or resources of such Trustor known to the Trustee.
 2. Allocation of Principal. The Trustee may pay to, or apply for the benefit of the Trustor who contributed such property, such sums of the principal therefrom as in the Trustee's sole and absolute judgment and discretion shall be necessary or advisable from time to time for the medical care, health, welfare and maintenance of such Trustor, taking into consideration, to the extent the Trustee deems advisable, any other income and resources of such Trustor known to the Trustee.

(End of Part Six)

CERTIFICATION OF TRUST

CERTIFICATE OF TRUST (ORS 130.860)

1. **Date of Existence and Execution of Trust.**

The trust was executed on May 2, 2006, and is currently in existence.

2. **Trustors/Trustees.**

- a. The Trustors are: EDWARD W. STAUNTON III and
JOYCE B. STAUNTON
- b. The currently acting Trustee is: EDWARD W. STAUNTON IV

3. **Trust Powers.**

The powers of the Trustee are as follows:

The Trustee is empowered to do all things appropriate for the orderly administration of the trust subject to the Trustee's power and control, unless otherwise specifically provided herein. Without limiting this general power, and without limitation of other powers hereby granted or otherwise possessed by the Trustee, including those specified in the Uniform Trustees' Powers Act in effect in Oregon as it may be amended from time to time, the Trustee shall have the following powers and discretion, which the Trustee shall exercise in such manner and upon such terms and conditions as the Trustee shall deem necessary, desirable or convenient:

6. TRUSTEE POWERS IN GENERAL

6.1 **Broad Discretionary Trustee Powers – The Uniform Prudent Investor Act**

- A. Broad Discretionary Powers. to carry out the purposes of this Trust, and subject to any limitations stated elsewhere in this Trust, the Trustee shall have broad discretionary powers in addition to all powers conferred on trustees by law.
- B. Trustee May Opt Out of Uniform Prudent Investor Act. The Trustee is specifically authorized to opt out and not comply, in whole or in part, with any provision of any applicable Uniform Prudent Investor Act as it may be adopted or enacted by any state.
- C. Discretion to Allocate Expenses. Except as otherwise provided in this Trust, the Trustee shall allocate all trust receipts and expenses to principal or income according to the laws governing the situs of this Trust. However, if any such item is not governed by such laws, the Trustee shall have the discretion to determine whether items should be charged or credited to income or principal or allocated between income and principal.
- D. Must Act in Good Faith. Notwithstanding any of the foregoing grants of broad power and discretion, the Trustee of this Trust must at all times act in good faith and with sound judgment, discretion and prudence.

6.2 **Limitation on Trustee Powers – Marital Deduction**

- A. Qualified Termination Interest Property. Notwithstanding any of the provisions in this Trust giving the Trustee certain broad powers, prerogatives, discretions and

authorizations, it is the intent of the Trustors that the property composing the corpus of Trust A qualify for the unlimited federal estate tax marital deduction.

- B. Non-Qualified Terminal Interest Property. To the extent that any property cannot so qualify it shall not be accepted by the trustee as a part of the Trust Estate, except as it may be suitable for inclusion in Trust B herein, and if it cannot so qualify, it shall be conveyed out of the Trust Estate.
- C. Marital Deduction. It is the further intent of the Trustors that the provisions of this Trust relating to the marital deduction including any power, duty or discretionary authority associated therewith, comply with the marital deduction provisions of the Internal Revenue Code and that the provisions of this Trust be construed at all times to conform to this express intent.
- D. Default of Marital Deduction. To the extent that any provision in this Trust cannot be so construed, it shall be deemed void. In no event shall the Trustee take any action or have any power that will impair, compromise or diminish the marital deduction.
- E. Limited Authority to Amend. To effect these ends, the Trustee is given the authority to amend this Trust to conform it to the laws and regulations then in effect and thus secure for the assets in the Trust Estate the maximum "marital deduction" as that term is defined by the Internal Revenue Code.

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- B. Needs of Successor Beneficiaries vs. Contingent Beneficiaries. After the death of the Surviving Trustor, in resolving any question regarding the conservation of the Trust Estate, except as provided in the paragraph herein titled "Payments to Minor Beneficiaries or Disabled Beneficiaries," the needs of the Successor Beneficiaries named in this Trust shall be superior to those of any Contingent Beneficiary.
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- A. Selection of Beneficiary Trust. The Trustors and the Surviving Trustor at any time shall have the authority on their own motion, and any Successor Trustee of this Trust or of any sub-trust created by this Trust may, with the written approval of the Beneficiary for whom such Trust is written in each instance first obtained, create and fund from the assets of the Trust Estate one or more Beneficiary Trusts for the use and benefit of any one or more Successor Beneficiaries.
- B. Design of Beneficiary Trust. Any Beneficiary Trust organized pursuant to this paragraph shall be written within the confines of the then existing law so as best as possible preserve and protect the assets of the Beneficiary thereof from death, gift and generation-skipping taxes, from the claims of the Beneficiary's creditor, and from claims against the Beneficiary emanating from any bankruptcy, divorce, or separation proceeding, while giving the Beneficiary the maximum amount of control to manage such assets as is or may be allowed by law at the time the Beneficiary Trust is organized.

- C. Limitations of Allocations to a Beneficiary Trust. The assets used and the cost of funding any Beneficiary Trust, shall, however:
 - 1. Allocation. Be charged against the share of the Successor Beneficiary for whose benefit the Beneficiary Trust is written; and
 - 2. Limitation. In no way diminish the benefits available to any other successor Beneficiary named herein.

6.5 This Trust the Beneficiary of a Qualified Plan or Account

- A. If this Trust is the beneficiary of a plan or account qualified under Section 401 of the Internal Revenue Code, then, notwithstanding any provision of this Trust to the contrary, the Trustee is directed to at all times cause this Trust to make at least the minimum required distributions to the Beneficiary thereof in the manner and in the amount required by the Internal Revenue Code.

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 - 2. Allocation of Principal. The Trustee may pay to, or apply for the benefit of the Trustors, individually or jointly, such sums of the principal therefrom as in the Trustee's sole and absolute judgment and discretion shall be necessary or advisable from time to time for the medical care, health, welfare and maintenance of the Trustors, taking into consideration, to the extent the Trustee deems advisable, any other income or resources of the Trustors known to the Trustee.

6.7 Separately Owned Property

- A. the Trustee shall hold, manage, invest and reinvest the separately owned property of each Trustor, collect the income, rents, issues, and profits, if any therefrom, and dispose of the net income and principal associated therewith during the joint lives of the Trustors as follows:
 - 1. Allocation of Income. The Trustee may pay to, or apply for the benefit of the Trustor who contributed such property, any or all the net income therefrom as in the Trustee's sole and absolute judgment and discretion be necessary or advisable from time to time for the medical care, health, welfare and maintenance of such Trustor, taking into consideration, to the extent the Trustee deems advisable, any other income or resources of such Trustor known to the Trustee.
 - 2. Allocation of Principal. the Trustee may pay to, or apply for the benefit of the Trustor who contributed such property, such sums of the principal therefrom as in the Trustee's sole and absolute judgment and discretion shall be necessary or

advisable from time to time for the medical care, health, welfare and maintenance of such Trustor, taking into consideration, to the extent the Trustee deems advisable, any other income and resources of such Trustor known to the Trustee.

4. **Mailing Address.**

The mailing address of the Trustees is:
5450 Coleman Creek Road
Medford, OR 97501

5. **Revocability.**

The trust is irrevocable.

6. **Modification or Amendment.**

The trust may not be modified or amended.

7. **Trust Taxpayer Identification Number.**

The Trustor's Social Security Number is: **84-6912221**

9. **Title to Trust Assets.**

Title to the Trust assets should be taken in the name of: **EDWARD W. STAUNTON IV, SUCCESSOR TRUSTEE OF THE STAUNTON FAMILY TRUST, uad May 2, 2006.**

10. **Statement of Current Status.**

As of this date, the trust has not been revoked, modified or amended in any manner that would cause the representations contained in the Certification to be incorrect.

THE ABOVE IS CERTIFIED TO BE TRUE AND ACCURATE this ____ day of _____, 2023.

THE STAUNTON FAMILY TRUST,
uad May 2, 2006

Edward W. Staunton IV, Successor Trustee

STATE OF OREGON; County of Jackson) ss.

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2023, by Edward W. Staunton IV as successor Trustee of The Staunton Family Trust, uad May 2, 2006.

NOTARY PUBLIC FOR OREGON
My Commission expires:

DECLARATION OF COUNSEL

I, NATHAN J. RATLIFF under penalty of perjury, hereby declare that:

1. I am an attorney at law, practicing with the firm of Parks & Ratliff, P.C., of 620 Main Street, Klamath Falls, Oregon 97601.
2. I have examined The Staunton Family Trust, uad May 2, 2006 (the "Trust Agreement").
3. I prepared the within Certification of Trust at the behest of the Edward W. Staunton IV, Successor Trustee, after determining that it was appropriate to do so under the terms and conditions of the Trust Agreement, and in accordance with Oregon law.

I HEREBY DECLARE THAT THE ABOVE STATEMENT IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT I UNDERSTAND IT IS MADE FOR USE AS EVIDENCE IN COURT AND IS SUBJECT TO PENALTY FOR PERJURY.

DATED: _____, 2023

Nathan J. Ratliff, OSB #034269

After Recording Return to:
Edward Staunton
5450 Coleman Creek Rd.
Medford, OR 97501

2020-001947
Klamath County, Oregon



02/18/2020 12:20:55 PM

Fee: \$82.00

STATE OF OREGON

CERTIFICATION OF VITAL RECORD

OREGON HEALTH AUTHORITY CENTER FOR HEALTH STATISTICS CERTIFICATE OF DEATH

891915

LD 740-40

STATE FILE NUMBER

1. Legal Name First: Edward Middle: Wilber Last: Staunton			2. Sex Male	3. Date of Birth March 02, 1928	4. Age 91 years	5. Social Security Number [REDACTED]	6. County of Death Jackson	7. Decedent's Education Some college	8. Was Decedent Ever in U.S. Armed Forces? Yes
9. Residence: Number and Street 1641 Veranda Park Drive 243			10. Residence County Jackson			11. State or Foreign Country Oregon			12. Zip Code + 4 97504
13. Marital Status at Time of Death Widowed			14. Spouse's Name Prior to First Marriage Joyce Alice Barber			15. Usual Occupation Farmer			16. Kind of Business/Industry Agriculture
17. Father's Name Edward Wilber Staunton II			18. Mother's Name Prior to First Marriage Dorothy Hopke			19. Decedent's Name Ed Staunton			20. Telephone Number Not Available
21. Relationship to Decedent Son			22. Mailing Address 5450 Coleman Creek Road, Medford, OR 97501			23. Place of Death Licensed Assisted Living Facility			24. Facility Name Springs at Veranda Park, The
25. Location of Death 1641 NE Veranda Park Drive 243			26. City/Town or Location of Death Medford			27. State Oregon			28. Zip Code + 4 97504
29. Method of Disposition Burial			30. Place of Disposition Eagle Point National Cemetery			31. Name and Complete Address of Funeral Facility Rogue Valley Funeral Alternatives			32. Date of Disposition TBD
33. Funeral Director's Signature Rachel A. Peterson			34. OR License Number CO-3943			35. Registrar's Signature Jennifer A. Woodward			36. Date Received JAN 10 2020
37. Local File Number			38. Date Received			39. Local File Number			40. Date Received

I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE OR THE VITAL RECORDS FACTS ON FILE IN THE OREGON CENTER FOR HEALTH STATISTICS.

JAN 10 2020

DATE ISSUED:

THIS COPY IS NOT VALID WITHOUT INTAGLIO STATE SEAL AND BORDER

JENNIFER A. WOODWARD, Ph.D.
STATE REGISTRAR

2020-001945
Klamath County, Oregon



02/18/2020 12:09:35 PM

Fee: \$82.00

STATE OF OREGON

CERTIFICATION OF VITAL RECORD

OREGON HEALTH AUTHORITY
CENTER FOR HEALTH STATISTICS
CERTIFICATE OF DEATH

806406
LA TANG MO

CONVITE PARA PARTICIPAR

1. Legal Name First Joyce	2. Middle Name Alice	3. Last Name Staunton	4. Birth Date July 15, 1917
5. Sex Female	6. Age 84 years	7. Social Security Number [REDACTED]	8. County of Death Jackson
9. Date of Death September 06, 1992	10. Date of Birth Portland, Oregon	11. Decedent's Education Some college	12. Decedent's Occupation U.S. Armed Forces? No
13. Name of Decedent's Spouse No	14. Decedent's Race(s) White	15. Decedent's Marital Status Married	16. Decedent's Place of Birth Medford
17. Decedent's Address 1641 Veranda Park Drive 318	18. Decedent's City Jackson	19. Decedent's State Oregon	20. Decedent's Zip Code 97504
21. Decedent's Date of Death September 06, 1992	22. Decedent's Date of Birth July 15, 1917	23. Decedent's Date of Death September 06, 1992	24. Decedent's Date of Birth July 15, 1917
25. Decedent's Name Edward Wilbur Staunton III	26. Decedent's Name Edward Wilbur Staunton III	27. Decedent's Name Edward Wilbur Staunton III	28. Decedent's Name Edward Wilbur Staunton III
29. Decedent's Name Edward Wilbur Staunton III	30. Decedent's Name Edward Wilbur Staunton III	31. Decedent's Name Edward Wilbur Staunton III	32. Decedent's Name Edward Wilbur Staunton III
33. Decedent's Name Edward Wilbur Staunton III	34. Decedent's Name Edward Wilbur Staunton III	35. Decedent's Name Edward Wilbur Staunton III	36. Decedent's Name Edward Wilbur Staunton III
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45. Decedent's Name Edward Wilbur Staunton III	46. Decedent's Name Edward Wilbur Staunton III	47. Decedent's Name Edward Wilbur Staunton III	48. Decedent's Name Edward Wilbur Staunton III
49. Decedent's Name Edward Wilbur Staunton III	50. Decedent's Name Edward Wilbur Staunton III	51. Decedent's Name Edward Wilbur Staunton III	52. Decedent's Name Edward Wilbur Staunton III
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81. Decedent's Name Edward Wilbur Staunton III	82. Decedent's Name Edward Wilbur Staunton III	83. Decedent's Name Edward Wilbur Staunton III	84. Decedent's Name Edward Wilbur Staunton III
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93. Decedent's Name Edward Wilbur Staunton III	94. Decedent's Name Edward Wilbur Staunton III	95. Decedent's Name Edward Wilbur Staunton III	96. Decedent's Name Edward Wilbur Staunton III
97. Decedent's Name Edward Wilbur Staunton III	98. Decedent's Name Edward Wilbur Staunton III	99. Decedent's Name Edward Wilbur Staunton III	100. Decedent's Name Edward Wilbur Staunton III



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JUL 26 2017

DATE ISSUED:

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JENNIFER A. WOODWARD, Ph.D.
STATE REGISTRAR

