

## MARY L. SMITH REVOCABLE TRUST AGREEMENT

THIS AGREEMENT is made between MARY L. SMITH (herein called the "Trustor") and MARY L. SIVIITH (herein called the "Trustee").

### 1. Establishment of Trust.

1.1. Transfer of Assets. Concurrently with the date of execution of this Agreement, the Trustor has delivered to the Trustee, to be held in the name of the trust, either instruments of transfer respecting, or possession of, assets described in Exhibit A constituting the initial corpus of the trust (the entire corpus being herein called the "Trust Estate"). All other property hereafter transferred to the Trustee by the Trustor or any other person for application pursuant to this Agreement shall constitute part of the Trust Estate.

1.2. Acceptance. The Trustee hereby acknowledges delivery and receipt of the instruments or assets described in Section 1.1 and agrees to perform as trustee pursuant to this Agreement.

1.3. Name. For purposes of reference the trust established pursuant to this Agreement shall be known as the Mary L. Smith Revocable Trust.

### 2. Revocation, Modification and Withdrawal of Assets by Trustor.

2.1. Trustors Powers. The Trustor reserves to the Trustor alone, and not to any agent or legal or personal representative of the Trustor, the right at any time and from time to time during the Trustor's life, by written instrument executed by the Trustor and delivered to the Trustee, to revoke in whole or in part, this Agreement, or withdraw from the Trust Estate, discharged of trust, the whole or any part of the principal and accumulated income of the Trust Estate upon paying all sums due to the Trustee and indemnifying the Trustee to the Trustee's satisfaction against liabilities lawfully incurred in the administration of this trust. In like manner the Trustor reserves the right and power to amend, modify or alter this Agreement, except that the Trustee's written consent shall be a prerequisite to any modification or alteration which, in the opinion of Trustee, materially changes the rights, powers, duties or liabilities of Trustee.

2.2. Incapacity. In the event of the incapacity of the Trustor, the successor Trustee herein named shall serve as Trustee during the period of such incapacity. The determination of incapacity shall be made by the Trustor's personal physician. If the Trustor's personal physician is unable to participate in the determination, the successor Trustee shall name a physician to determine the Trustors incapacity.

Upon the end of a period of the Trustors incapacity, all powers reserved by the Trustor in the capacity of Trustee shall be in full force and effect.

### 3. Distributions During Trustor's Life.

During the Trustor's life, the Trustee shall distribute to or for the benefit of the Trustor

such sums from the income and principal of the Trust Estate as the Trustor from time to time directs. If the Trustor becomes incapacitated (as described in Section 2.2), the Trustee shall distribute to or for the benefit of the Trustor all of the income of the Trust Estate and such sums from the principal of the Trust Estate as the Trustee deems appropriate, in the Trustee's absolute discretion, for the health, care, maintenance, support and personal well-being of the Trustor.

4. Application of Trust Estate Upon Trustor's Death.

4.1. Collection of Assets. As soon as reasonably possible after the Trustor's death, the Trustee shall take all actions necessary or appropriate to collect and take into possession all assets constituting the Trust Estate, including assets paid or delivered or to be paid or delivered to the Trustee by reason of the Trustor's death, such as the proceeds of life insurance policies and assets of the Trustor's probate estate.

4.2. Payment of Death Taxes. All estate, inheritance and other death taxes or duties imposed or made payable by reason of the death of the Trustor by the laws of the United States, or of any state, territory or country shall be paid by the Trustee from the Trust Estate and shall be charged to and paid, without other apportionment, from the Trust Estate as a whole and not from any distributive share thereof.

4.3. Debts and Expenses of Administration Other Than Taxes. All debts of the Trustor which are or become payable at or after the Trustors death, expenses of the Trustor's last illness, the Trustors funeral expenses, and the expenses of trust administration shall be paid by the Trustee from the Trust Estate. All of Trustor's debts and expenses which are paid from the Trust Estate pursuant to this Section 4.3, shall be charged to and paid, without other apportionment, from the Trust Estate as a whole and not from any distributive share thereof.

4.4. Distribution Upon Death. Upon the Trustors death and after charges for death taxes and debts and expenses described in Sections 4.2 and 4.3, the Trustee shall distribute the Trust Estate as follows:

4.4.1. The Trustee shall distribute the tangible personal property of the Trustor, previously transferred to the Trustee, in accordance with the last list or other written directions delivered by the Trustor to the Trustee designating the personal property and recipient of that property.

4.4.2. The balance of the Trust Estate not distributed pursuant to Section 4.4.1 shall be distributed in equal shares to the children of the Trustor who survive the Trustor, but with a share by right of representation to the issue of any child of the Trustor who predeceases the Trustor with issue who survive the Trustor. My children, all of whom are presently living, are: PETER A. SMITH, JANET S. WILLIAMS, and SUSAN S. ROGERS.

4.4.3. Prior to completion of the foregoing applications and distributions, all income of the Trust Estate shall be paid and distributed during each taxable year of the Trust Estate to the individuals entitled to eventual outright distribution in proportion to

the share of the Trust Estate distributable to each, and to the income beneficiary of each trust to be funded from the Trust Estate in proportion to the share of the Trust Estate distributable to that trust.

5. General Powers of the Trustee.

The Trustee shall have all powers conferred on trustees by the Uniform Trustees' Powers Act of the State of Oregon as now existing or later amended. In addition, the trustee shall have the following powers:

5.1. To invest and reinvest the Trust Estate in such bonds, mortgages, debentures, preferred and common stock, and other personal property including any common trust fund administered by a corporate trustee.

5.2. To purchase from the estate of the Trustor, or any trusts of which the Trustor was trustor or beneficiary, any business of Trustor or any interest in real property held by the Trustor.

5.3. To purchase from the estate of the Trustor, whether or not the Trustee would otherwise make such an investment, any of the assets thereof at the value shown by the inventory of the Trustor's estate, in order to enable the personal representative of the Trustor's estate to convert such property into cash.

5.4. To manage, sell, convey, exchange, encumber, divide, subdivide, improve and maintain the Trust Estate or any part thereof; to create restrictions, easements and other servitudes; to carry insurance in such amount and against such hazards as the Trustee may deem advisable; to lease, license and create such other rights, privileges and interests as the Trustee may deem advisable for terms within or extending beyond the duration of the trust.

5.5. To pay assessments and other sums deemed necessary by the Trustee for the protection of the Trust Estate; to participate in voting trust, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and in connection therewith to deposit securities with and transfer title to any protective or other committee or fiduciary; to give proxies, general and special; to exercise or sell stock subscription or conversion rights; to accept and retain as an investment any securities or other property, whether or not authorized by laws respecting the investment of trust funds, received through the exercise of any of the foregoing powers.

5.6. To realize, by suit or otherwise, upon any insurance policy, any promissory note or other chose in action of the Trust Estate, and in settlement thereof to compromise, discount, adjust, extend or abandon same.

5.7. To make, execute and deliver such instruments as the Trustee may deem proper in connection with the exercise by the Trustor of the rights, options and privileges conferred upon the insured by the terms of any life insurance policies held in the Trust Estate.

5.8. To advance funds for the benefit of the Trust Estate, or for the payment of any

distributive share or interest, any such advance with interest at current rates to be a first lien upon the Trust Estate; to borrow money for such purpose as the Trustee shall deem to be for the interest of the Trust Estate upon such terms and conditions as the Trustee may deem proper.

5.9. To pay all taxes, charges, commissions and other expenses of the Trust estate.

5.10. To employ such attorneys (including the Trustor's attorney), accountants, or agents as the Trustee may consider necessary.

5.11. Upon any division or distribution of the Trust Estate, to partition, allot and distribute the Trust Estate in undivided interests or in kind at valuations determined by the Trustee, or partly in kind and partly in cash, and to sell such property as the Trustee may deem appropriate.

5.12. To distribute principal hereunder in money, securities or other property at the market value at the date of distribution as nearly as can be determined by the Trustee, and the judgment of the Trustee as to what shall constitute a just and proper division or apportionment among the beneficiaries shall be binding and conclusive on all parties.

5.13. To allocate all receipts and expenses between income and principal in accord with the laws then in effect in the state of Oregon; provided, however, in the absence of any applicable statutory law the Trustee, in the Trustee's sole discretion, shall make such allocations as the Trustee deems proper.

5.14. To comply with the terms of any sale, agreement between the Trustor and any corporation, shareholders, partnership or partners of the Trustor respecting the disposition of any business interest of the Trustor held by the Trustee.

5.15. To make joint investments for any two or more trusts hereunder.

5.16. To enter into any transaction authorized by this Section 5 with fiduciaries of trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciary is also Trustee hereunder.

5.17. With respect to the real and tangible personal property not located in the state of administration: if the Trustee is unable to act, to appoint an individual or another corporation as trustee who (1) shall have all of the powers of the appointing Trustee, to be exercised, however, only with the approval of the appointing Trustee, (2) shall not, unless required by law, make periodic judicial accountings, but shall furnish the appointing Trustee with semi-annual statements, and (3) may delegate any or all trust powers of the appointing Trustee; to require any trustee so appointed to remit to the appointing Trustee the income and net proceeds of any sale of any property; and to remove any trustee appointed pursuant to this paragraph at any time and to appoint another, including the appointing Trustee.

5.18. To receive indemnity to the Trustee's satisfaction before taking any action which may subject the Trustee to loss.

5.19. To do all acts, except as herein otherwise specified, in the Trustee's judgment necessary or desirable for the proper and advantageous management of the Trust Estate, to the same extent and with the same effect as might legally be done by an individual in absolute ownership and control of the Trust Estate.

6. Designation of Trustee

6.1. Primary and Successor Trustees. MARY L. SMITH shall act as the Trustee under this Agreement. If she dies, resigns, becomes incapacitated or otherwise ceases to act as Trustee, then PETER A. SMITH shall serve as successor Trustee. If he fails for any reason to act as Trustee or in the event of his resignation, incapacity or death while serving as Trustee, then JANET S. WILLIAMS shall serve as Trustee.

6.2. Removal of Trustee. The Trustor reserves alone, and not to any agent or legal or personal representative, during the Trustor's lifetime, the power to discharge the Trustee and to designate a successor to serve as the sole Trustee or as joint Trustee with the Trustor.

6.3. Successor Trustee Powers. Without any conveyance or order of court, any successor Trustee shall have title to all trust assets and all the powers granted to the original Trustee and shall assume all the duties imposed upon the original Trustee. No successor Trustee shall have any responsibility to inquire into the acts of any predecessor Trustee, nor shall any successor Trustee be liable for any act or omission of any predecessor Trustee. Without liability, any person may rely on the written certification of a successor Trustee that such successor Trustee has been duly appointed and has power to act.

6.4. Trustee Compensation. The Trustee shall receive from the Trust Estate cash compensation equal to two percent (2%) of the value of the Trust Estate as of the date of the Trustor's death as determined by the Trustee.

7. Additional Trust Provisions

7.1. Rule Against Perpetuities. Anything to the contrary in this Agreement notwithstanding, the trust herein provided shall terminate and shall be distributed as if it had been terminated in accordance with its terms, not later than twenty-one years after the death of the survivor of MARY L. SMITH, PETER A. SMITH, JANET S. WILLIAMS, and SUSAN S. ROGERS.

7.2. Undistributed Income. Income accrued or held undistributed upon the termination of any estate or interest under the trust established pursuant to this Agreement shall go to the beneficiaries entitled to the next eventual interests in the proportions in which they take such interests.

7.3. Adopted Children. For all purposes of this Agreement, adopted children of any person shall be considered to have and shall be given exactly the same status as if each such adopted child were the natural child of his or her adoptive parent provided the person adopted

had not attained age 21 at the time of adoption.

7.4. Exercise of Trustee Powers. The Trustee powers set forth in Section 5 may be exercised for a reasonable period after the termination of the trust herein provided.

7.5. Trustee Discretion. In making payments committed to the Trustee's discretion, to or for the benefit of any beneficiary, the Trustee shall take into consideration any other income or support received or property possessed by the beneficiary and known to the Trustee; but the extent to which such other income, support or property must first be used or liquidated by the beneficiary shall be in the absolute discretion of the Trustee.

7.6. Distribution to Minor. The Trustee, in the exercise of the Trustee's discretion, may pay income or principal to which a minor beneficiary is entitled directly to the minor, to a custodian acting under the Uniform Transfers to Minors Act, to the legal guardian of the minor, or to any person who, or corporation which, shall be furnishing support or education to the minor. The receipt by any person to whom payment is made as herein authorized shall be, sufficient voucher for the Trustee, and in the discretion of the Trustee the recipient need not be required to account to the Trustee or to any court or other person as to the disposition thereof.

7.7. Spendthrift Provision. The interests of beneficiaries in principal or income shall not be subject to claims of their creditors or others, nor to legal process and may not be voluntarily or involuntarily anticipated, alienated or encumbered.

7.8. Authority. The Trustee shall not be required to file any account or report its administration of the trust hereby created or to give any bond for the proper performance of its duties hereunder, or to procure authorization by any court in the exercise of any power conferred upon it by this Agreement.

7.9. No Surety or Other Security. No surety or other security shall be required on any bond furnished by any Trustee in any jurisdiction for any purpose.

7.10. Business Interests. The Trustee may continue to hold any interest in any closely held business, if otherwise permitted by agreements among the owners of the business, without regard to the prudence of that investment and without regard to any requirement of law to diversify the investment of any trust established under this Agreement.

## 8. Miscellaneous.

8.1. Applicable Law. The terms and provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Oregon except to the extent application of such laws would require the laws of some jurisdiction other than Oregon to be applied.

8.2. Incorporation by Reference. All exhibits referred to in this Agreement and each and every document described herein is incorporated in this Agreement by such reference as if fully set forth herein.

8.3. Captions. The captions placed at the beginning of sections of this Agreement are provided for convenient reference only, and shall not be considered in construing or interpreting this Agreement.

8.4. Statutory References. All statutory references in this Agreement shall be construed to refer to the statutory section designated, any regulations thereunder, related successor sections and corresponding provisions of any subsequent law, including all amendments.

Dated this \_\_\_\_\_ day of October, 1995.

TRUSTOR

TRUSTEE

\_\_\_\_\_  
MARY L. SMITH

\_\_\_\_\_  
Mary L. Smith

STATE OF OREGON        )  
                                          ) ss.  
COUNTY OF LANE        )

On this day of October, 1995, personally appeared the above-named MARY L. SMITH who acknowledged that she signed the foregoing instrument as her voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A" TO

MARY L. SMITH REVOCABLE TRUST AGREEMENT

1. All real property commonly known as 15 W. 25th Avenue, Eugene, Oregon, and legally described as: Lots 7 and 8 and the South 6 feet of Lot 9, Block 10 of Frasier and Hyland Addition to Eugene, as platted and recorded in Book 25, Page 486, Deed Records of Lane County, Oregon.

2. All of Trustor's personal property, including, but not limited to, property located at 15 W. 25th Avenue, Eugene, Oregon.

3. All of Trustor's interest under account number First Interstate Bank, a Federal Savings Bank.

4. All of Trustor's interest under account number 5629, at Charles Schwab & Co., Inc.

WILL  
OF  
MARY L. SMITH

I, MARY L. SMITH, a resident and inhabitant of Lane County, Oregon, being over the age of eighteen years and of sound and disposing mind and memory, hereby make, publish and declare this instrument to be my Will, hereby revoking all Wills and Codicils that I have previously made.

SECTION 1 - DISPOSITION OF ESTATE

1.1. I give all of my estate (herein referred to as “my residuary estate”) to the then acting trustee of that certain trust known as the “Mary L. Smith Revocable Trust” created pursuant to the Mary L. Smith Revocable Trust Agreement between myself, as Trustor, and Mary L. Smith, as Trustee, dated October 1995, to be added to and become a part of the corpus of such trust. The Mary L. Smith Revocable Trust is a validly existing inter vivos trust at the time of execution of this Will. All references in this Will to the “Mary L. Smith Revocable Trust” shall include any amendments made to it before my death, whether made before or after execution of this Will.

1.2. If for any reason the Mary L. Smith Revocable Trust is not in existence at the time of my death or if for any reason the gift provided in Section 1.1 shall fail, then I give my residuary estate to PETER A. SMITH, in trust, to be held, applied, administered and distributed pursuant to and in exactly the same manner provided in the Mary L. Smith Revocable Trust Agreement between myself, as Trustor, and Mary L. Smith, as Trustee, dated October , 1995, which instrument is hereby incorporated by reference. By incorporating the Mary L. Smith Revocable Trust herein, it is my intention that the provisions thereof shall constitute a testamentary trust and thereby prevent my probate estate from being disposed of as intestate property. If Peter A. Smith does not survive me or for any reason does not serve as trustee for this gift, then the successor trustee shall be as set forth in the Mary L. Smith Revocable Trust Agreement.

SECTION 2 - PERSONAL REPRESENTATIVE

I nominate PETER A. SMITH executor of this my Last Will, and personal representative of my estate (herein referred to as “my personal representative”). If he for any reason fails to serve as my personal representative, then I nominate JANET S. WILLIAMS my personal representative. I direct that no bond or other undertaking be required of any personal representative herein named.

### SECTION 3 - ESTATE ADMINISTRATION

3.1. I authorize my personal representative to lease, sell, exchange or otherwise deal with or dispose of all my property, real or personal, or any part thereof in such manner, at such times and on such terms as my personal representative shall deem to be in the best interests of my estate, to the same extent as the trustee under the Mary L. Smith Revocable Trust is authorized with respect to the property, such sale or other disposition to be made at public or private sale in the discretion of my personal representative without any petition, notice, citation, hearing, order or any other action. I authorize my personal representative to hold, manage and operate any property and any business belonging to my estate at the risk of my estate and not at the risk of my personal representative, the profits and losses therefrom to accrue or be chargeable to my estate as a whole.

3.2. I direct my personal representative in all respects to carry out and perform all terms, covenants and conditions on my part to be kept and performed which may be contained in any agreement in force and effect at the time of my death and particularly any agreement or agreements with respect to the disposition of shares of stock or other ownership interest in any business.

3.3. I authorize my personal representative to disclaim wholly or partially, in the manner provided by Oregon law, and in my personal representative's absolute discretion, any property or interest passing under this Will I may otherwise acquire or hold by devise or succession.

3.4. I authorize my personal representative to continue, discontinue or wind up any partnership business, contract or transaction pending at the time of my death; at any time my personal representative shall deem it advisable, to form a corporation, limited partnership or other entity for the purpose of carrying on my business interests or any of them; to transfer, assign and convey to such corporation, limited partnership or other entity such part or parts of my estate as my personal representative shall deem appropriate in exchange for the shares, securities and obligations of any such corporation, limited partnership or other entity; and to continue to hold the same for such periods as my personal representative considers to be in the best interests of my estate.

3.5. In transferring any interest passing under this Will to a person under the age of twenty-one (21) years, my personal representative is granted discretionary authority to make the transfer to a custodian for such person under the Oregon Uniform Transfers to Minors Act.

3.6. I authorize my personal representative in my personal representative's absolute discretion to accumulate and retain, or to use in the payment of debts, expenses of administration and other charges against my estate, or to distribute to beneficiaries, all income of the estate including current income and gains from the sale or exchange of property constituting a part of the corpus or principal of my estate.

IN WITNESS WHEREOF, I have executed this Will at Eugene, Oregon, this day of October, 1995.

\_\_\_\_\_  
Mary L. Smith

The foregoing instrument consisting of four (4) pages, including this page, each of the previous pages being initialed in the lower left-hand corner thereof by MARY L. SMITH, was signed by MARY L. SMITH in our presence, who declared this to be her Last Will. At her request, in her presence and in the presence of each other, we have signed our names as attesting witnesses to this Last Will on the date hereinabove written.

\_\_\_\_\_  
Residing at Eugene, Oregon

\_\_\_\_\_  
Residing at Eugene, Oregon



BILL OF SALE

I, Mary L. Smith, hereby sell, transfer and convey to Mary L. Smith, Trustee of the Mary L. Smith Revocable Trust Agreement dated October 1995, all personal property I now own or hereafter acquire including, but not limited to, furniture, fixtures, equipment, jewelry, clothing, and all other items for personal use or ornament, also including, but not limited to, the personal property located at 15 W. 25th Avenue, Eugene, Oregon.

The foregoing property shall be held, applied and administered pursuant to the Trust Agreement described above.

Dated this        day of October, 1995.

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Mary L. Smith

OREGON STATUTORY BARGAIN AND SALE DEED

MARY L. SMITH, Grantor, conveys to MARY L. SMITH, Trustee of the Mary L. Smith Revocable Trust Agreement dated October 1995, Grantee, the following-described real property:

Lots 7 and 8 and the South 6 feet of Lot 9, Block 10 of FRASIER AND.HYLAND ADDITION TO EUGENE, as platted and recorded in Book 25, Page 486, Deed Records of Lane County, Oregon.

The true consideration for this conveyance is other than money.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this        day of October 1995.

\_\_\_\_\_  
Mary L. Smith

STATE OF OREGON    )  
                                  )ss.  
COUNTY OF LANE    )

On this        day of October, 1995, personally appeared the above-named MARY L. SMITH who acknowledged that she signed the foregoing instrument as her voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

**CERTIFICATION OF TRUST**

I am the Trustor and the currently acting Trustee of a Revocable Trust Agreement executed October 1995. The name of the trust is the Mary L. Smith Revocable Trust. If I die, resign, become incapacitated, or otherwise cease to act as Trustee, Peter A. Smith is designated as successor Trustee. If he dies, resigns, becomes incapacitated, or otherwise ceases to act as Trustee, Janet S. Williams is designated as next successor Trustee.

The trust taxpayer identification number is 223-45-6789. Title to trust assets is in the name of Mary L. Smith, Trustee of the Mary L. Smith Revocable Trust. I have conveyed ownership of various assets to my Trustee to be held in trust.

As Trustor, I reserve to myself alone, and not to any agent or legal or personal representative, the unrestricted right at any time during my life to revoke the trust in whole or in part and to amend, modify or alter the trust.

Under the terms of the agreement, my Trustee has all powers conferred on trustees by the Uniform Trustees' Powers Act of the State of Oregon as now existing or later amended including the right to sell, exchange, assign, lease, encumber, or otherwise alienate all or any part of the trust estate on such terms as my Trustee shall determine.

The Mary L. Smith Revocable Trust has not been revoked, modified or amended in any manner that would cause the representations contained in this certification to be incorrect.

Dated this        day of October, 1995.

\_\_\_\_\_  
Mary L. Smith, Trustor and Trustee  
Mary L. Smith Revocable Trust  
15 W. 25th Avenue  
Eugene, OR 97403

STATE OF OREGON    )  
                                  ) ss.  
COUNTY OF LANE    )

On this        day of October, 1995, personally appeared the above-named Mary L. Smith who acknowledged that she signed the foregoing instrument as her voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon:  
My Commission Expires: \_\_\_\_\_