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NO PROBATE COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON)
: SS
COUNTY OF SKAGIT)

BARBARA J. KOON, being first duly sworn, on oath deposes and says:

That I am the spouse of the deceased and I am a resident of Anacortes, Washington. That HOWARD THOMAS KOON, JR., was her husband. That HOWARD T. KOON, JR., died a resident in Anacortes, Washington on February 22, 2007. A copy of the death certificate is attached hereto. HOWARD T. KOON, JR., died leaving property in Skagit County all of which was the community proper of affiant and decedent, HOWARD T. KOON, JR.

That at the time of the death of HOWARD T. KOON, there was in full force and effect a Community Property Agreement executed by affiant and decedent on April 13, 1988, which Agreement is attached to this affidavit.

That there are no unpaid creditors of said decedent HOWARD T. KOON, JR., or of the former marital community nor unpaid funeral expenses, or last illness except as follows: None.

That the decedent left a Will, a copy of which is attached hereto.
That the decedent's estate is not being probated.

That the property owned by affiant and HOWARD T. KOON, JR., consisted of the following:

REAL ESTATE

1. STREET: 6108 Parkside Drive, Anacortes, WA 98221
   TAX ID: P77827/4193-000-019-0008
   LEGAL: SKYLINE NO 16 LOT 19

PERSONAL PROPERTY

1. Household furniture valued at	$500.00
2. Motor vehicles valued at	$500.00
3. Bank accounts and cash valued at	$500.00

That the total value of all of the property owned by decedent and affiant, in which decedent owned a community one-half interest, was less than $500,000.00, and considerably less than that which would necessitate estate tax reporting to the federal government, and that there is no estate tax owning on account of decedent's death.

This affidavit is made to induce any and all title insurance companies to issue a policy of title insurance on real property passing to the surviving spouse because it was community property of the deceased which was converted to community property by said community property survivorship agreement or deed identified herein, all in reliance upon the representations set forth herein.

Dated this 6 th day of June, 2007.

Barbara J. Koon
BARBARA J. KOON

SUBSCRIBED AND SWORN TO before me this 6 th day of June, 2007.

CATHERINE THOMPSON
COMMISSION EXPIRES
NOTARY
PUBLIC
FEBRUARY 1, 2010
STATE OF WASHINGTON

Catherine Thompson
Notary Public in and for the
State of Washington, residing
at Anacortes, WA.
My appointment expires: 2-1-10

COMMUNITY PROPERTY AGREEMENT

This agreement, made and entered into this 13 day of April, 1988, by and between BARBARA JEAN BENEKE-KOON and HOWARD THOMAS KOON, JR., husband and wife, of Seattle, Washington, pursuant to the provisions of Section 26.16.120 of the Revised Code of Washington, permitting agreements between husband and wife fixing the status and disposition of community property to take effect upon the death of either, Witnesseth:

That, in consideration of the love and affection that each of us has for the other, and in consideration of the mutual benefits to be derived by each of us, it is hereby agreed, promised and covenanted as follows:

First. That all property of whatsoever nature or description, whether real, personal or mixed and wheresoever situated, now owned or hereafter acquired by us or either of us, including separate property, shall be considered and is hereby declared to be community property, and each of us hereby conveys and quitclaims to the other his or her interest in any separate property he or she now owns or hereafter acquires so as to convert the same to community property.

Second. That upon the death of either of us title to all community property as defined in the preceding paragraph is to vest immediately in fee simple to the survivor.

In Witness Whereof, we, BARBARA JEAN BENEKE-KOON and HOWARD THOMAS KOON, JR., have hereunto set our hands on this 13th day of April., 1988.

Barbara Jean Beneke Koon
BARBARA JEAN BENEKE-KOON

Howard Thomas Koon Jr.
HOWARD THOMAS KOON, JR.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

This certifies that on this 13th day of April, 1988, personally appeared before me BARBARA JEAN BENEKE-KOON and HOWARD THOMAS KOON, JR., to me known to be the individuals who executed the foregoing instrument, and acknowledged the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.

Notary Public in and for
the State of Washington,
residing at: Bellevue, Idaho

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

Local File Number 147-07

Washington State Certificate of Death

State File Number

Part 1 completed by Funeral Director

1. Legal Name (Include AKA's if any) First / Middle / LAST / Suffix: Howard Thomas KOON, JR.
2. Death Date: Feb 22, 2007
3. Sex (M/F): M
4a. Age – Last Birthday: 80
4b. Under 1 Year: Months / Days
4c. Under 1 Day: Hours / Minutes
5. Social Security Number: [redacted]
6. County of Death: Skagit
7. Birthdate: [redacted]
8a. Birthplace (City, Town, or County): Williamson
8b. (State or Foreign Country): West Virginia
9. Decedent's Education: Doctorate of Dental Surgery
10. Was Decedent of Hispanic Origin? (Yes or No) If yes, specify: No
11. Decedent's Race(s): Caucasian
12. Was Decedent ever in U.S. Armed Forces? Yes
13a. Residence: Number and Street (e.g. 624 SE 5th St.) (Include Apt. No.): 6108 Parkside Drive
13b. City or Town: Anacortes
13c. Residence: County: Skagit
13d. Tribal Reservation Name (if applicable):
13e. State or Foreign Country: Washington
13f. Zip Code + 4: 98221
13g. Inside City Limits? ☒ Yes ☐ No ☐ Unk
14. Estimated length of time at residence: 7 years
15. Marital Status at Time of Death: Married
16. Surviving Spouse's Name (Give name prior to first marriage): Barbara Beneke
17. Usual Occupation (Indicate type of work done during most of working life. DO NOT USE RETIRED): Dentist
18. Kind of Business/Industry (Do not use Company Name): Dental Industry
19. Father's Name (First, Middle, Last, Suffix): Howard Thomas Koon
20. Mother's Name Before First Marriage (First, Middle, Last): Hilda Higgens Kain
21. Informant's Name: Barbara Koon
22. Relationship to Decedent: Wife
23. Mailing Address: Number and Street or RFD No. / City or Town / State / Zip: 6108 Parkside Drive, Anacortes, WA 98221
24. Place of Death, if Death Occurred in a Hospital:
Place of Death, if Death Occurred Somewhere Other than a Hospital: Decedent's Residence
25. Facility Name (If not a facility, give number & street or location): 6108 Parkside Drive
26a. City, Town, or Location of Death: Anacortes
26b. State: WA
27. Zip Code: 98221
28. Method of Disposition: Cremation
29. Place of Final Disposition (Name of cemetery, crematory, other place): Northwest Crematory
30. Location-City/Town, and State: Anacortes, Washington
31. Name and Complete Address of Funeral Facility: Evans Funeral Chapel & Crematory, Inc. 1105 32nd St. Anacortes, WA 98221-
32. Date of Disposition: Feb 26, 2007
33. Funeral Director Signature X Joseph J. Waham

Part 2 completed by Certifier

Cause of Death (See instructions and examples)

34. 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 ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Add additional lines if necessary.

		Interval between Onset & Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) →	a. Lung Cancer	6 years
Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST	Due to (or as a consequence of): b.	
	Due to (or as a consequence of): c.	
	Due to (or as a consequence of): d.	

35. Other significant conditions contributing to death but not resulting in the underlying cause given above:
36. Autopsy? ☐ Yes ☒ No
37. Were autopsy findings available to complete the Cause of Death? ☐ Yes ☒ No
38. Manner of Death: ☒ Natural ☐ Homicide ☐ Accident ☐ Undetermined ☐ Suicide ☐ Pending
39. If female: ☐ Not pregnant within past year ☐ Pregnant at time of death ☐ Not pregnant, but pregnant within 42 days before death ☐ Not pregnant, but pregnant 43 days to 1 year before death ☐ Unknown if pregnant within the past year
40. Did tobacco use contribute to death? ☒ Yes ☐ Probably ☐ No ☐ Unknown
41. Date of Injury (MM/DD/YYYY):
42. Hour of Injury (24hrs):
43. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area):
44. Injury at Work? ☐ Yes ☐ No ☐ Unk
45. Location of Injury: Number & Street: Apt No. City or Town: County: State: Zip Code+ 4:
46. Describe how injury occurred
47. If transportation injury, specify: ☐ Driver/Operator ☐ Pedestrian ☐ Passenger ☐ Other (Specify)
48a. Certifying Physician - To the best of my knowledge, death occurred at the time, date, and place and due to the cause(s) and manner stated. X SLL
48b. Medical Examiner/Coroner - 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. X
49. Name and Address of Certifier - Physician, Medical Examiner or Coroner (Type or Print): Shawna L. Laursen M.D. 1213 24th Street, Suite 100, Anacortes, WA 98221
50. Hour of Death (24hrs): 11:55 AM
51. Name and Title of Attending Physician if other than Certifier (Type or Print): C. Les Conway M.D.
52. Date Signed (MM/DD/YYYY): February 23, 2007
53. Title of Certifier: MD
54. License Number: MD00034709
55. ME/Coroner File Number: NJA # 049
56. Was case referred to ME/Coroner? ☒ Yes ☐ No
57. Registrar Signature X Connie Anderson, Deputy Registrar
58. Date Received (MM/DD/YYYY): FEB 26 2007
59. Amendments

SEAL OF THE STATE OF WASHINGTON 1889

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LAST WILL AND TESTAMENT
OF
HOWARD THOMAS KOON, JR.

I, **HOWARD THOMAS KOON, JR.**, declare this to be my Last Will and Testament and revoke all prior Wills and Codicils.

ARTICLE 1. TESTAMENTARY DECLARATIONS

1.1 I hereby declare that as of the making of this my last Will and Testament, I am a resident of King County, Washington, and that I am married to **BARBARA JEAN BENEKE KOON.** I have five children from a my former marriage, namely: **LINDA LOUISE CHANIK, HOWARD THOMAS KOON III, ROBERT CHARLES KOON, JOHN DOUGLAS KOON, and DAVID STUART KOON**. In addition to my spouse and my aforementioned children, I also have in mind in making this Will my spouse's sister, **CHRISTINE M. KELLY**, and my spouse's niece, **JENNIFER KELLY**.

1.2 References to "my spouse" shall be deemed to refer to **BARBARA JEAN BENEKE KOON.** References to my "beneficiaries" shall be deemed to refer to my aforementioned children, and to Christine Kelly and Jennifer Kelly. Reference in this Will to "Beneficiaries" shall be deemed to include reference to "beneficiary" whenever circumstances indicate the singular is appropriate.

ARTICLE 2. PERSONAL REPRESENTATIVE

2.1 Designation. I appoint my spouse, **BARBARA JEAN BENEKE KOON**, Personal Representative of my Will. If she at any time declines, fails or is unable to act as such Personal Representative, I appoint my son, **JOHN DOUGLAS KOON**, as the Personal Representative of my Will. In the event John Douglas Koon is, for any reason whatsoever, unable to so act, I appoint my son, **HOWARD THOMAS KOON III**, as Personal Representative of my Will.

2.2 Bond Waiver, Powers. I direct that no bond, surety or other security be required of my Personal Representative in any jurisdiction for any purpose and that my Personal Representative shall have unrestricted nonintervention powers to settle my estate in the manner provided for in this Will. Furthermore, my Personal Representative shall, in carrying out the provisions of this Will and in otherwise administering my estate, have full power, authority and discretion to do all that may to my Personal Representative seem

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necessary or desirable in administering my estate, including, without limitation, the authority at any time and from time to time to:

(a) Make interim distributions of principal to those who are to receive the principal of my estate, and distribute all or any part of the income from the assets of my estate to or for the use of the beneficiaries of my estate as determined by Articles 4 and 5, in accordance with their respective interest therein, including, in lieu of my Trustee hereafter named, the beneficiaries of my trust estate under Articles 4 and 5 and, in respect of such distributions, have and exercise the same power, authority and discretion as is given my Trustee; provided, that nothing contained in this clause shall require my Personal Representative to make any such distribution of principal or income; and,

(b) Exercise, to the extent applicable in the administration of my estate, all of the other power, authority and discretion granted to any Trustee under my Will.

2.3 Ancillary Administration. My Personal Representative shall appoint an Ancillary Personal Representative to act in any state where ancillary administration is necessary and where my Personal Representative or Personal Representatives for any reason fail to qualify or decline to serve. Any Ancillary Personal Representative shall, with respect to property subject to ancillary administration, have all the powers conferred upon my Personal Representative, which, however, shall be exercised only with the approval of my Personal Representative.

2.4 Distribution of Trust Property. If any property would, upon receipt by any Trustee who would otherwise receive the property, be immediately distributable to a trust beneficiary, my Personal Representative may, but is not required to, distribute such property directly to such trust beneficiary.

2.5 Taxes. I direct that all estate, inheritance and other taxes and interest or penalties thereon imposed by reason of my death, whether or not attributable to property passing under this Will and whether or not the same would otherwise be payable by my estate or by any recipient of any such property, be paid and discharged by my Personal Representative out of the residue of my estate with no right of reimbursement from the recipient of any property which does not pass thereunder.

2.6 Tax Deductions. If my Personal Representative elects to claim as a deduction for income tax purposes any expenditures made from my estate and chargeable to principal, my Personal Representative shall make an adjustment in the cash accounting so that the income beneficiaries reimburse the beneficiaries of the principal an amount equal to the additional federal estate tax paid by reason of such election, if any.

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ARTICLE 3. DISPOSITION OF SPECIFIC PROPERTY

3.1 Tangible Personal Property - Spouse Surviving. If my spouse survives me, I give to her all of my interest in any and all tangible personal property of every nature, including, without limitation, all of my interest in motor vehicles, boats, furniture, furnishings, books, objects of art, sporting equipment, jewelry, clothing and other assets of a household or personal nature owned by me at the time of my death.

3.2 Tangible Personal Property - Spouse Not Surviving. If my spouse does not survive me, I give my Toyota 4 Runner (Washington License plate no: 941 JOJ) **Jennifer Kelly**, provided she survives me. I give the rest, residue and remainder of my tangible personal property to those of my beneficiaries who survive me such of the tangible personal property described in the preceding paragraph as they may desire to have and retain. Such property, if two or more of them survive me, is to be divided among them by and in the discretion of my Personal Representative, in as nearly equal shares as may be practicable, having due regard for the personal preferences of each of my beneficiaries, and with full power in my Personal Representative to sell any of such property and distribute the proceeds thereof if such action is deemed necessary or desirable by my Personal Representative in order to equalize such shares. The above notwithstanding, it is my express desire that my gun collection not be sold to equalize the distribution of my tangible personal property.

3.3 Effect of Other Written Directions to Personal Representative. As authorized by the Revised Code of Washington §11.12.260, I may leave a writing which provides for and directs the disposition of certain items of my tangible personal property. Notwithstanding the terms of Article 3.3, above, I direct my Personal Representative to give effect to such writing by making the dispositions therein provided.

3.4 Cash Bequest to Disclaimer Trust. If my spouse survives me and elects to disclaim all or any portion of the residuary bequest to her set forth below, I give, devise and bequeath to the Trustee of the **KOON DISCLAIMER TRUST** the sum of $5,000 to be administered as part of the Disclaimer Trust in accordance with the provisions of Article 4, below.

ARTICLE 4. DISPOSITION OF RESIDUE

4.1 Residue - Definition. The "residue of my estate" as that term is used in this Article, shall mean all of the property which I may own at the time of my death and which remains after effect is given to the gifts for which provision is made in Articles 3.1-3.3, above, and after payment of all claims, expenses, taxes and other liabilities of my estate and shall include all property of whatever nature and wherever situated including all gifts made by this Will which fail for any reason (but excluding any property over which I may have any power of appointment).

Testator's Initials

4.2 Spouse Disclaimer. Except as limited by the specific bequests set forth in Article 3, above, I give, devise and bequeath unto my spouse, **BARBARA JEAN BENEKE KOON**, all of the rest, residue and remainder of my estate, whether real or personal, and wheresoever situated; provided, she survives me by no less than thirty (30) days. If my spouse so survives me, but makes a qualified disclaimer (as defined in the Internal Revenue Code of 1986, and as formerly defined in Section 2518 of the Internal Revenue Code of 1954, as amended), of all or any portion of the interests in property given to her by me in this Article 4, I then give, devise and bequeath the property so disclaimed to my Trustee, named below at Article 4.7, to be held in trust for my beneficiaries pursuant to this Article. A trust established pursuant to this Article shall be known as the **KOON DISCLAIMER TRUST** and shall be referred to herein below as the "Disclaimer Trust". During the lifetime of my spouse, she shall be the sole beneficiary of the trust estate and the purposes thereof shall be to provide for her care and support and to maintain her in the manner and at the standard of living to which she is accustomed.

4.3 Distributions to Spouse. Trustee shall make to my spouse, as long as she is living, distributions of the entire net income of the trust estate and such distributions of principal of the trust estate as Trustee shall deem necessary to accomplish the trust purposes set forth above when considered with the distributions of income. Without otherwise limiting the generality of the foregoing, Trustee shall be guided by the following instructions in making such principal distributions:

4.3.1 Trustee may, but shall not be obligated to, consider and give effect to such other resources and support as may be available to my spouse;

4.3.2 Trustee shall have full authority and discretion, at any time and from time to time, to retain or to purchase and to maintain, for my spouse, any form of residence property of living quarters or interest therein, whether or not such interest terminates at her death or at some earlier time, or any form of contract arrangement intended to accomplish such purposes for her, in whole or in part, during her lifetime or during any lesser period, including, without limitation, a cooperative or condominium apartment or admission to a residence for retired persons;

4.3.3 Trustee shall make a reasonable effort to consult with my spouse from time to time as to the distributions to be made to her and shall give due consideration to her wishes in respect thereof without, however, being bound thereby;

4.3.4 Trustee shall construe such purposes liberally in favor of my spouse, but at the same time shall give due consideration for my desire that the trust estate provide security for her throughout her lifetime; and, 4.3.5 As long as there remains any part of that portion of the trust estate which is attributable to my spouse as described in Article 4.4, distributions of principal to her shall be made out of such portion of the trust estate;

4.3.6 In addition to the foregoing, Trustee shall make to my spouse during her lifetime distribution of such amounts as she may from time to time request in writing, not exceeding in any calendar year $5,000 or five (5%) percent of the value of the principal of the trust, determined as of the end of the calendar year, whichever is greater. This right of withdrawal is non-cumulative so that if my spouse does not withdraw during any calendar year the full amount to which she is entitled under this provision, her right to withdraw the amount not withdrawn shall lapse thirty (30) days following the end of that calendar year.

4.4 Assets Attributable to Spouse; Taxes and Expenses in Spouse's Estate. During my spouse's lifetime, Trustee shall maintain the separate identity of all assets of the trust estate which are attributable to her as representing, or derived from, her one-half interest in any community property made subject hereto, or from any property transferred by her to Trustee for administration as a part of the trust estate. If any of such assets are included in the estate of my spouse for the purpose of any estate, inheritance, legacy, succession or transfer tax, the proportionate part thereof attributable to such assets (and of any related interest or penalty) together with the proportionate part of any and all related expenses and other charges attributable to such assets shall be paid by Trustee out of such assets.

4.5 Residential or Recreational Properties. In addition to the above, to the extent the Disclaimer Trust consists of any interest in our primary residence or recreational real property, my spouse shall be permitted to use as her residence, rent free for her lifetime, the property used by us as our primary residence prior to my death, and shall likewise be permitted to use any recreational real property which we own at my death, provided that with respect to both the residential and recreational properties my spouse shall pay all ordinary expenses related thereto, such as routine maintenance, taxes, insurance premiums and utilities. My spouse shall also have the right to direct my Trustee to sell any such property and to apply the proceeds to the purchase of substitute residential or recreational property to be used by my spouse and provided above.

4.6 Termination, Final Distribution. Upon my spouse's death the Disclaimer Trust shall terminate and the Trustee shall distribute all remaining assets thereof in accordance with the terms and conditions of Article 5, below, as if my spouse had predeceased me.

4.7 Appointment of Trustee of Disclaimer Trust. I appoint my spouse, **BARBARA JEAN BENEKE KOON**, as the Trustee of the Disclaimer Trust. If she at any time declines, fails or is unable to act as Trustee or for any reason resigns as Trustee, I appoint my son, **JOHN DOUGLAS KOON,** as the Trustee. In the event John Douglas Koon is, for any reason whatsoever, unable to so act, I appoint my son, **HOWARD THOMAS KOON III,** as Trustee.

ARTICLE 5. DISPOSITION OF RESIDUE IF SPOUSE DOES NOT SURVIVE CONTINGENT TRUST FOR SURVIVING ISSUE OF DECEASED BENEFICIARIES

5.1 Residue to Beneficiaries. In the event my spouse does not survive me, I give, devise and bequeath the entire rest, residue and remainder of my estate in equal shares, one to each of my beneficiaries who survive me and one by right of representation of the then living issue of each of my beneficiaries who predeceases me leaving surviving issue. In the event any beneficiary of mine fails to survive me and leaves no surviving issue, this bequest shall lapse as to that deceased beneficiary.

> 5.2 Contingent Trust for Surviving Issue of Deceased Beneficiaries. In the event my spouse predeceases me and any share or portion of my estate is to pass to any one, or more, of my beneficiaries, or their surviving issue in the event one or more of my beneficiaries predecease me, before the heir of a share of my residuary estate attains the age of twenty-five (25) years, that share shall be paid to my Trustee, named at paragraph 5.4, below, to be held in a separate trust and to be used, in the Trustee's discretion, for the heir's health, maintenance, welfare and education. In determining whether to make distributions of income or principal, my Trustee is instructed to consider and give effect to any and all reasonable support available to the heir from other sources. In making distributions of principal and income to the heir, my Trustee shall have primary regard for his or her best interest and development. My Trustee shall distribute the remaining balance of the Trust to an heir of mine for whom a trust is established pursuant to this paragraph when an heir attains the age of twenty-five (25) years, the remaining balance of his or her trust shall be distributed, and the trust shall terminate.

In the event the heir of mine under this paragraph passes away during the administration of a trust established pursuant to this paragraph, the remaining trust principal and accumulated income shall be distributed to that deceased heir's surviving issue. If the heir dies without surviving issue, the remaining balance shall be distributed to my other surviving issue pursuant to this Article. If my deceased heir has no brothers or sisters, then the trust estate shall be distributed as though part of my residuary estate, pursuant to paragraph 5.1 above.

5.3 Additional Authority of the Trustee. In addition to the authority and discretion specifically given above to my Trustee, my Trustee shall have all power, authority and discretion to act as an absolute owner of the trust assets and shall have all powers given a trustee under the laws of the State of Washington in effect as of the date of my death. The only limitations to my Trustee's powers are as follows: the Trustee is directed to invest the trust estate conservatively. By way of suggestion, but not limitation,

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the Trustee should consider investments which persons of prudence, discretion, and intelligence might choose in the management of their own affairs. It is my hope that the interest income or other income earned by the trust estate will be used by the Trustee for the benefit of my beneficiaries during the term of this trust and the principal will be left for ultimate distribution to my beneficiaries pursuant to subparagraph 5.2, above. Given the volatility of economics, interest rates, and investments in general, I realize this goal may not be attainable. If the trust income is not sufficient to pay the expenses of my beneficiaries as described in this Article, the cost of providing for the health, support, maintenance and education of my beneficiaries shall take precedence over the goal of leaving the trust principal intact until distribution. In the event all trust income is not used for the purposes described above in this Article, my Trustee is authorized to invest accrued but unused income, at his discretion, in more speculative or aggressive investments.

5.4 Trustee of Contingent Trust for Beneficiaries. I appoint my son, **JOHN DOUGLAS KOON,** as the Trustee of any trust or trusts that may be established pursuant to this, Article 5, of my Last Will & Testament. In the event John Douglas Koon is, for any reason whatsoever, unable to so act, I appoint my son, **HOWARD THOMAS KOON III,** as Trustee.

5.5 Rule Against Perpetuities. Anything in this instrument to the contrary notwithstanding, any trust created hereunder which has not terminated at some earlier date shall, in any event, terminate one day earlier than twenty-one years after the death of the last to die of the beneficiaries of the trusts provided for in this instrument who are living or conceived on the date of Trustor's death, and Trustee shall thereupon distribute all remaining assets of this Trust or of each separate trust, as the case may be, to the beneficiary or beneficiaries for whom the same have been allocated.

ARTICLE 6. MISCELLANEOUS

6.1 Trustee's Reliance on Agents and Attorneys. Trustee shall be fully protected in relying upon the advice of legal counsel on questions of law and shall not be liable for loss or damage caused by any agent or attorney selected by Trustee if reasonable care was exercised in selecting and retaining such agent or attorney.

6.2 Trustee's Good Faith Actions Binding. Any and every action taken in good faith by Trustee in the exercise of any power, authority, judgment or discretion conferred upon Trustee hereunder shall be conclusive and binding upon all persons interested in the assets of any trust hereunder.

6.3 Trustee's Yearly Accounting. The Trustee shall account to the beneficiaries of each trust established under this Will on a yearly basis.

6.4 Trustee's Fees and Expenses. Trustee shall be entitled to be paid out of the assets of each trust, and from time to time during the term thereof, such compensation for the acceptance and administration thereof and for the payments and distributions made by Trustee thereunder, including extra compensation for unusual or extraordinary services performed by Trustee, as is at such time or times customarily and generally charged by the trust departments of banks in the community for like services performed for similar trusts, and Trustee shall be entitled to reimbursement out of the assets of each trust for all costs and expenses reasonably incurred in the proper administration thereof.

6.5 Merger with Similar Trusts. If at any time and from time to time Trustee is trustee of two or more trusts under this or any other instrument which are to fulfill substantially similar purposes for the same beneficiary or beneficiaries, any two or more of such trusts may, in the discretion of the Trustee, be merged if the probable effect of such merger will not be to the substantial disadvantage of such beneficiary or beneficiaries.

6.6 Law Governing; Savings Clause. The provisions of this instrument shall be governed by the State of Washington. Any provision thereof which is prohibited by law or is unenforceable shall be inoperative and all of the remaining provisions thereof shall, nevertheless be carried into effect.

6.7 Limitation on Powers. Trustee shall not use the proceeds from life insurance or from qualified pension or profit-sharing plans directly to pay expenses or inheritance taxes or administration expenses.

6.8 Survivorship. For those purposes of this Will a person is deemed to have survived me only if the person is living on the thirtieth (30th) day following the day of my death.

IN WITNESS WHEREOF, I have hereunto set my hand this 25 day of Aug. 1999, in the presence of two competent witnesses who signed the same as witnesses to my Last Will and Testament at my request.

HOWARD THOMAS KOON, JR.
Testator

On the 25th day of August, 1999, at Seattle, Washington, Testator in our presence declared the foregoing instrument to be his Will, subscribed his name to it and requested each of us to attest to such facts as witnesses; whereupon we sign this instrument in his and each other's presence.

Thomas S. Hayward, Witness

Brandi R. Stoneham, Witness

AFFIDAVIT OF ATTESTING WITNESSES BY CERTIFICATION

Each of the undersigned, certifies and states:

1. I am over the age of 21 years and am competent to be a witness to the Will of Testator (the "Testator").

2. On the 25th day of August, 1999, the Testator, in my presence and in the presence of the other witness whose signature appears below:

a) Declared the instrument to be his Will;

b) Requested me and the other witness to act as witnesses to his Will and to make this affidavit; and,

c) Signed such instrument.

3. I believe the Testator to be of sound mind, and that in so declaring and signing, he was not acting under any duress, menace, fraud or undue influence.

4. The other witness and I, in the presence of the Testator and of each other, hereby affix our signatures as witnesses to the Will.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

Signed at Seattle, Washington this 25th day of August, 1999.

Thomas S. Hayward, Witness

Signed at Seattle, Washington this 25th day of August, 1999.

Brandi R. Stoneham, Witness