



After Recording Return To:

DOCUMENT TITLE: AFFIDAVIT OF NONPROBATE

GRANTOR: MARILYN S. PRUITT

GRANTEE: THE PUBLIC

ABBREVIATED LEGAL DESCRIPTION: LT 3, "PLAT OF VILLAGE PARK", SKAGIT COUNTY, WA

ADDITIONAL LEGAL DESCRIPTION ON PAGE 2 AND EXHIBIT "A" OF DOCUMENT

ASSESSOR'S TAX PARCEL NUMBER: P112538

[illegible]

MARILYN S. PRUITT states on oath under penalty of perjury of the laws of the State of Washington the following:

1. The undersigned is the surviving spouse of THOMAS R. PRUITT, who died on May 29, 2008, then a resident of Brenham, Washington County, State of Texas. A certified copy of the Certificate of Death is attached hereto.

2. Decedent left a Last Will and Testament which was admitted to probate in Washington County, Texas as Cause No. 08-106 on September 22, 2008. A true copy of that Will is attached to this Affidavit. The Will leaves everything to the Affiant.

3. The heirs at law of Decedent, their relationship to Decedent and current addresses are as follows:

<u>Name</u>	<u>Relationship</u>	<u>Address</u>
Marilyn S. Pruitt	Surviving spouse	3313 Melcher Lane, Brenham, TX 77833

4. All of the debts of Decedent and/or Decedent's marital community, including but not limited to all expenses of Decedent's last illness, funeral and burial expenses, and all applicable federal and state succession or inheritance taxes, have been fully paid or provided for.

5. At the time of his death, Decedent owned a community property interest with the undersigned, his spouse, in the following real property located in Skagit County, Washington:


Lot 3, "PLAT OF VILLAGE PARK", as per plat recorded in Volume 16 of Plats, page 192 and 193, records of Skagit County, Washington.

SUBJECT TO the Easements, Restrictions and other Exceptions set forth on Exhibit "A" attached hereto.

6. Decedent's Will left all of his estate to the undersigned, his spouse.

7. This Affidavit is made to provide information sufficient to induce the issuance of title insurance for real property in which Decedent had an interest at the time of Decedent's death. The undersigned intends that a title insurance company may issue its policy or policies in full reliance upon the representations made herein. The undersigned makes this Affidavit intending to avoid the necessity of a probate proceeding to prove the insurability of title. The undersigned recognizes that individuals who may induce the reliance of a title insurance company upon this Affidavit may be required to indemnify and hold harmless a title insurance company issuing a title insurance policy in reliance upon these representations.

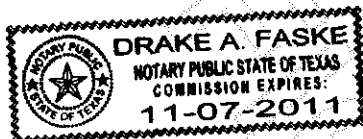
Signed at Brenham, Texas, this 15th day of October, 2008.


MARILYN S. PRUITT
3313 Melcher Lane
Brenham, Texas 77833



SUBSCRIBED AND SWORN TO before me this 15 day of
OCTOBER, 2008.

[SEAL]



Drake A Faske

NOTARY PUBLIC

Print Name: DRAKE A FASKE

My Commission Expires: 11-07-2011



200810210021

Skagit County Auditor

EXHIBIT "A"

EXCEPTIONS:

A. MATTERS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SUBDIVISION:

Plat/Subdivision Name: Village Park
Recorded: October 17, 1997
Auditor's No.: 9710170075

Said matters include but are not limited to the following:

1. Water Supply - City of Anacortes
 2. Sewer Disposal - City of Anacortes
 3. Each lot shall be assessed a one-time \$1,000.00 impact fee at the time of building permit application to the City of Anacortes.
 4. Utilities easement affecting the Southerly 10 feet abutting 35th Court Lot 8 and the Northerly 10 feet abutting 35th Court Lot 21.
 5. An easement is hereby reserved for and conveyed to the City of Anacortes, Puget Sound Energy, GTE Telephone Company, Cascade Natural Gas Company and TCI Cable Television Company and their respective successors and assigns under and upon the exterior 10 feet of front boundary lines all lots, tracts and spaces within the Plat lying parallel with and adjoining all street(s) in which to construct, operate, maintain, repair, replace and enlarge underground pipes, conduits, cables and wires all necessary or convenient underground or ground mounted appurtenances thereto for the purpose of serving this subdivision and other property with electric, gas, telephone and other utility service, together with the right to enter upon the streets, lots, tracts and spaces at all times for the purposes herein stated.
- Also the easement shown on the Plat across Lots 21 and 22 for the purposes identified above.
- In addition to the above, an easement is hereby reserved for and conveyed to the City of Anacortes for underground water main for the West 10 feet of Lot 15 and the East 10 feet of Lot 14 in which to construct, operate, maintain, repair, replace and enlarge the underground pipe.
6. The Storm Water Detention Pond are hereby dedicated to the City of Anacortes for Tract "A" and "B" for operation and maintenance by the City of Anacortes.
 7. Know all Men by these Presents that InterWest Bank, mortgage holder and Village Park Partnership, owner of the land hereby platted, declare this Plat and dedicate to the use of the public forever, streets and avenues shown hereon and the use thereof for all public purposes consistent with the use thereof for public highway purposes together with the right to make all necessary slopes for cuts and fills upon the lots and blocks shown hereon in the original reasonable grading of all such streets and avenues shown hereon.

B. PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

Dated: October 9, 1997
Recorded: October 17, 1997
Auditor's No: 9710170076
Executed by: Village Park Partnership, a Washington general partnership

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS FOLLOWS:

Declaration Dated: October 1, 1998
Recorded: November 13, 1998
Auditor's No: 9811130093



200810210021
Skagit County Auditor

CERTIFICATION OF VITAL RECORD

CITY OF HOUSTON, TEXAS, USA

STATE OF TEXAS		CERTIFICATE OF DEATH		STATE FILE NUMBER	
1. LEGAL NAME OF DECEASED (Include AKA's, if any) (Print, Use Last Name)			2. DATE OF DEATH - ACTUAL OR PRESUMED		
THOMAS RALPH PRUITT			05/29/2008		
3. SEX	4. DATE OF BIRTH	5. AGE - Last Birthday	6. UNDER 1 DAY	7. UNDER 1 DAY	8. BIRTH PLACE (City & State or Foreign Country)
MALE	09/13/1921	86			BENTON COUNTY, AR
7. SOCIAL SECURITY NUMBER		8. MARITAL STATUS AT TIME OF DEATH		9. SURVIVING SPOUSE'S NAME (If WMA, give name prior to first marriage)	
		<input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Never Married <input type="checkbox"/> Unknown		MARILYN SUE MYERS	
10a. RESIDENCE STREET ADDRESS			10b. APT. NO.	10c. CITY OR TOWN	
3312 MELCHER LANE				BRENNHAM	
10d. COUNTY		10e. STATE	10f. ZIP CODE	10g. INSIDE CITY LIMITS?	
WASHINGTON		TEXAS	77833	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
11. FATHER'S NAME			12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE		
MARLIN PRUITT			NEATY		
13. PLACE OF DEATH (CHECK ONLY ONE)					
<input checked="" type="checkbox"/> In Hospital <input type="checkbox"/> In Home <input type="checkbox"/> In Nursing Home <input type="checkbox"/> In Hospice <input type="checkbox"/> Other (Specify)					
14. COUNTY OF DEATH		15. CITY/TOWN & ZIP CODE	16. FACILITY NAME (If not a hospital, give street address)		
HARRIS		HOUSTON 77030	ST LUKE'S HOSPITAL		
17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED			18. MAILING ADDRESS OF INFORMANT (Street and Number, City, State, Zip Code)		
JENNIFER CUMMINGS - DAUGHTER			172 PRESIDIO, LIVINGSTON, TX 77361		
19. METHOD OF DISPOSITION			20. SIGNATURE AND LICENSE NUMBER OR FUNERAL DIRECTOR OR PERSON ACTING AS SUCH		
<input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from state <input type="checkbox"/> Other (Specify)			JAMIE WALKER BY ELECTRONIC SIGNATURE CE2421		
21. PLACE OF DISPOSITION (Name of Cemetery, crematory, other place)			22. LOCATION (City/Town and State)		
MEMORY LAKE CEMETERY			HARRIS, OK		
23. NAME OF FUNERAL FACILITY			24. COMPLETE ADDRESS OF FUNERAL FACILITY (Name and Number, City, State, Zip Code)		
ALL FAITHS MS FOR COCHRAN FUNERAL HOME			6520 SWEETWATER LN # C-21 HOUSTON, TX 77037		
25. CERTIFIER (Check only one)					
<input type="checkbox"/> Coroner <input type="checkbox"/> Medical Examiner <input type="checkbox"/> Physician <input type="checkbox"/> Other (Specify)					
26. SIGNATURE OF CERTIFIER			27. DATE CERTIFIED (Month/Day/Year)		
George A. Lopez M.D. 6550 Farrin, #1801 Houston, Texas 77030			06-23-2008		
28. TITLE OF CERTIFIER			29. TIME OF DEATH (Actual or presumed)		
M.D.			8:23 PM		
30. PART 1: 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. ENTER ONLY ONE CAUSE ON EACH LINE.					
IMMEDIATE CAUSE (Final disease or condition resulting in death)					
Cerebral Infarct					
Due to (or as a consequence of)					
Atrial Fibrillation					
Due to (or as a consequence of)					
Hypertension					
Due to (or as a consequence of)					
PART 2: ENTER OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH, BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN PART 1.					
34. WAS AN AUTOPSY PERFORMED?					
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
35. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?					
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
36. MANNER OF DEATH		37. DID TOBACCO USE CONTRIBUTE TO DEATH?		38. IF FEMALE:	
<input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending investigation <input type="checkbox"/> Could not be determined		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant but pregnant within 42 days of death <input type="checkbox"/> Not pregnant but pregnant 43 days to one year before death <input type="checkbox"/> Unknown if pregnant within the last year	
39. DATE OF INJURY (Month/Day/Year)		40. TIME OF INJURY		41. PLACE OF INJURY (If at Deceased's Home, construction site, restaurant, wooded area)	
42. LOCATION (Street and Number, City, State, Zip Code)		43. COUNTY OF INJURY			
44. DESCRIBE HOW INJURY OCCURRED					
45a. REGISTRAR FILE NO.		45b. DATE RECEIVED BY LOCAL REGISTRAR		46. REGISTRAR	
02-09649		Jun 25, 2008		Lisa Akkerman	

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS UNIT

VS-112 REV 1/2006

10/21/2008 Page 5 of 19 9:53AM

200810210021
Skagit County Auditor

DATE ISSUED JUL 16 2008

This is to certify that this is a true and correct reproduction of the original record as recorded in this office, issued under authority of Section 191.051, Health and Safety Code of Texas. This copy not valid without engraved border displaying seal and signature of the Registrar.

Lisa Akkerman, Registrar
BUREAU OF VITAL STATISTICS



101669387

**LAST WILL
OF
THOMAS RALPH PRUITT**

I, THOMAS RALPH PRUITT, a citizen of the United States of America and a resident of Washington County, Texas, hereby revoke all my former wills and codicils and declare this to be my Last Will.

PART ONE

Introductory Provisions

1.1. **Property Disposed of.** By this Will, I dispose of all my property of every nature and description, separate and community, real, personal and mixed, and wherever situated, and whether acquired before or after the execution of this Will ("my estate" or "my property"), but I do not intend to exercise any power of appointment. My spouse is MARILYN SUE WHIDDON PRUITT to whom I was married on July 26, 2005. My first wife was Neva Mary King Pruitt who died January 31, 2003.

1.2. **Names of Children.** I have two surviving children, JENNIFER PRUITT CUMMINGS and JAVADA PRUITT WEISS and one daughter who predeceased me on April 26, 2005. I have a grandson Jeremy Henley whom I intend to benefit with this will. My granddaughter, JAMI FARB GOODSELL shall not be deemed to be an "issue", "descendant", or "grandchild" of mine for any and all dispositive purposes herein. Further, the descendants of JAMI FARB GOODSELL shall not be deemed to be my "issue", "descendants", or "great grandchildren" of mine for any and all dispositive purposes herein. Instead, for all purposes under this will, JAMI FARB GOODSELL and her descendants shall all be deemed to have predeceased me.

I have already given the bulk of my assets to my two daughters and my grandson JEREMY HENLEY. I had documents prepared transferring ownership of the lake house and the farm in Livingston to them. These properties are very valuable and are being transferred to them. Since I have already provided for my daughters and my grandson, they do not need to be mentioned in the will. My deceased spouse's interest in Hackberry as described below is held in the marital trust and will pass under the provisions of that marital trust for the benefit of my daughters.

PART TWO

Dispositive Provisions

2.1. **Bequest for Tangible Personal Property.** If my wife survives me, I give to her all of my interest in any checking accounts, automobiles, clothing, jewelry, household goods, furniture and furnishings, other articles of personal use or ornament, and other personal effects of a nature, use or classification similar to the foregoing, together with any insurance on such items. If my wife does not survive me, I give such property to my two daughters and to my grandson, Jeremy Henley in equal shares.



2.2. Residuary Devise to Spouse. I devise my residuary estate to my spouse. This shall include, but not be limited to, all of my shares in Sabine Storage & Operations, L.L.C., my estate, real and personal property (known as Hackberry), which shall include all real property situated in Louisiana, all immovables, whether corporeal or incorporeal, situated in Louisiana, all rights, titles, and interest of every character in oil, gas or mineral properties situated in Louisiana and all tangible and intangible personal property used in Louisiana in connection with any of the above described property, and any rights of any kind regarding such property. I devise to my spouse, my residence and any improvements thereon at 3313 Melcher Lane, Brenham, Texas, and any other residential properties that my wife, MARILYN SUE WHIDDON PRUITT and I may acquire in the future.

2.3. Residuary Devise. If my spouse fails to survive me, I devise my residuary estate into three equal shares, with one share to pass to each of JENNIFER PRUITT CUMMINGS, JAVADA PRUITT WEISS, and JEREMY HENLEY. If any of these three named individuals fail to survive me, their share shall pass to their issue.

PART THREE

Administrative Provisions

3.1 Appointment of Executor. I appoint my spouse, MARILYN SUE WHIDDON PRUITT as Sole Independent Executor of this Will and my estate. Herein the term "Executor" shall refer to any duly appointed and qualified Independent Executor then acting hereunder. No bond or other security shall be required of any Executor acting hereunder. Co-Executors shall act (i) jointly if two (2) Executors are then acting, and (ii) by a majority if more than two (2) Executors are then acting.

3.2 Powers of Executor. I direct that no action shall be had in any court of probate jurisdiction in the administration and settlement of my Estate other than the probate and recording of this Will (and any codicil hereto) and the return of an inventory and list of claims of my Estate as required by law. My Executor shall be independent of the supervision of the probate court to the full extent permitted by law. My Executor (including any ancillary Executor acting hereunder) shall have and may exercise, without first obtaining the approval of any court, all of the powers granted to executors under the laws of the State of Texas or the laws of any other State having jurisdiction over such Executor, and in addition thereto all the rights and powers conferred by this Will on the Trustee of any Trust created hereby. If an ancillary proceeding upon any property in my Estate shall become necessary, then any Executor named hereunder who is able and willing so to act shall so act, and if no Executor acting hereunder is able and willing so to act, then my Executor shall have the power to appoint and regulate an ancillary executor to the same extent and in the same manner as the Trustee can appoint and regulate an ancillary trustee under the Texas Trust Code. In connection with the determination and settlement of any Federal Unified Transfer, estate, inheritance, succession or income tax liabilities of my Estate, my Executor shall exercise any election or option which is available in such manner as such Executor deems is in the best overall interest of my spouse, the Estate and the beneficiaries thereof.

3.3 Payment of Taxes. Except as otherwise specifically provided herein, all estate and inheritance taxes (including interest and penalties thereon, which shall be included in the term "taxes" or "death taxes" for purposes of this paragraph) assessed by the provisions of any tax law against any assets of my estate, whether or not passing hereunder, or against any beneficiary of my estate as a result of my death, shall be charged against and paid as provided by applicable



state and Federal law. In the event of a difference in applicable provisions between state and Federal law, Federal law shall control. In the event of differences in applicable provisions between states, laws applicable in the jurisdiction of my domicile shall control. Notwithstanding the above, the assets passing in Paragraph 2.1 and any assets qualifying for the marital deduction shall not be charged with any such taxes, and taxes attributable to such assets shall be apportioned as otherwise provided herein. As used in this Paragraph, reference to the term "taxes" shall not include any tax (1) on the transfer which is includable in my estate by reason of Section 2044 of the Code, (2) on any generation skipping transfers (other than direct skips) imposed by Chapter 13 of the Code, or (3) any additional or recapture tax imposed by Section 2032A or 2057 of the Code, and no such taxes shall be paid under this Paragraph unless provided elsewhere in this will by reference to a specific Code Section. As to any claims against a devisee, trust or trustee, or person for death taxes, the Executor shall have the discretion to determine whether or not a claim is worth pursuing for such taxes and need not pursue such claim if the Executor determines that the expense of pursuing such claim outweighs the amount to be recovered. For purposes of this paragraph, the term "taxable value" as used in Section 322A of the Texas Probate Code shall mean the net value as finally determined for Federal estate tax purposes after taking into account the amount and allowance of deductions taken and allowed pursuant to Section 2051 of the Internal Revenue Code.

3.3A. Payment of Taxes Attributable to Retirement Accounts. I direct that all death taxes attributable to any qualified retirement plan or to any individual retirement income account ("IRA") shall be paid as follows:

- (i) The amount of such taxes attributable to a beneficiary's share of such a plan or IRA shall be paid by the beneficiary;
- (ii) If a beneficiary does not pay the full amount of such taxes, the balance shall be paid from the Trust which is established hereunder for such beneficiary;
- (iii) If the full amount of such taxes is not paid under (1) and (2), the balance shall be paid out of the share of the plan or IRA passing to such beneficiary or from a trust of such share.

Furthermore, my Executors shall determine the amount of such death taxes attributable to any qualified plan or IRA.

3.3B Payment of Debts, Funeral Expenses, and Administration Expenses. My Executor shall pay such of my debts, funeral expenses and expenses incurred in the administration of my estate (other than any taxes as provided for in 3.3 and 3.3A above), as my Executor determines should be paid, out of the property passing under Paragraph 2.2 if my spouse survives or under the provisions of Paragraph 2.3 if my spouse does not. If my spouse fails to survive, such debts, funeral expenses and expenses of the administration of my estate (and death taxes under 3.3) shall first be paid out of amounts to which generation skipping tax exemption has not been assigned. The Executor, in the reasonable discretion of such Executor, may elect to claim administration expenses as deductions, either on the income tax return or the federal estate tax returns of my estate. Further, any property secured by a debt shall bear that debt and the Executor need not accelerate the payment of such indebtedness. **Any qualified plan or IRA or Roth IRA shall not be responsible for debts, funeral expenses and expenses of administration of my estate except for death taxes as provided in 3.3A above.**

3.4 Designation of Trustee. The appointment of the original Trustee and any substitute or successor Trustee of any Trust created hereunder is as follows:



(A) Appointment of Trustee. I appoint my spouse, MARILYN SUE WHIDDON PRUITT as Sole Trustee of any trust created hereunder. Any Trustee may appoint a successor or a co-trustee by a written acknowledged instrument filed in the probate records of my estate or in the Official Records of the county in which I have stated I reside at the beginning of this instrument as well as delivering a copy of the same to any current income beneficiaries of the trust.

(B) "Trustee". Throughout this Will, wherever appropriate, the term "Trustee" shall refer to any Sole or Co-Trustee then acting hereunder, provided that, Co-Trustees shall act (i) jointly if two (2) Trustees are then acting, and (ii) by a majority if more than two (2) Trustees are then acting. Any successor Trustee appointed hereunder shall have the same powers, rights, and responsibilities as the Trustee originally named. The Trustee's exercise of the powers granted hereunder shall be subject to the limitations set forth in this Paragraph. The Trustee shall not exercise the power and shall have no power to make discretionary distributions of the income or principal of a trust to a beneficiary in such manner that such distribution would discharge the Trustee's legal obligation, if any, to support such beneficiary. The Trustee shall have no power to make a discretionary distribution of the income or principal of a trust to himself in his capacity as a beneficiary of such trust, except such distributions as are necessary for his health, support, education or maintenance; and if a beneficiary is serving as a Co-Trustee hereunder, such beneficiary in his capacity as Co-Trustee shall have no power to participate in any decision with respect to discretionary distributions to himself for purposes other than his health, support, education, or maintenance, but such power shall be exercised solely by the other Co-Trustee or Co-Trustees then acting hereunder. No bond or other security shall be required of any Trustee or successor Trustee acting hereunder.

(C) Resignation of Trustee. Any Trustee may resign or refuse to act hereunder without court action by giving at least thirty (30) days' written notice to each income beneficiary, and if a Co-Trustee is then acting, to such other Trustee, of the Trust created hereunder; provided that, if any such beneficiary is then under a legal disability, such notice may be given to the guardian of such beneficiary's estate, or if there is no such guardian, to the person having the care or custody of such beneficiary.

3.5 Compensation and Reimbursement of Executor or Trustee. Any Executor or Trustee hereunder shall be entitled to receive for such Executor's or Trustee's services in that capacity reasonable compensation not to exceed such compensation as is then customary and usual where such services are performed. Any Executor or Trustee shall be entitled to reimbursement from my Estate or the Trust Estates for all expenses, including, but not limited to, compensation to agents and fees for professional services incurred in the administration thereof.

3.6 Exculpatory Provision. No individual Executor or Trustee hereunder who is my spouse or my descendant shall be held liable for any act or omission of such Executor or Trustee (or of any agent of such Executor or Trustee) which is performed in good faith without gross negligence. No Executor or Trustee shall be held liable for any act or omission of any Trustee or Custodian appointed by any such Executor or Trustee.

3.7 General Powers of Executor and Trustee. With respect to my Estate and each Trust created hereunder, specifically, and not by way of limitation, the Trustee (or Executor, whether or not such is necessary to pay debts of my Estate) may convey, lease (including a lease for a period extending beyond the duration of the Trust or of the administration of my Estate), pool, unitize, mortgage, pledge, or otherwise encumber, partition, sell, retain, dispose of, invest, and



reinvest any property of the Trust (or my Estate) whether such property is real, personal or mixed, segregated, or undivided (including, but not limited to, mineral fee, leasehold, royalty, or any other interest in oil, gas, and other minerals, or any of them), publicly or privately, for cash, credit, or exchange for any other property, or for any two or more of said consideration, without an order of court, upon such terms and conditions as to the Trustee (or Executor) may seem best. The Trustee may purchase securities or other property from my Executor, without responsibility or liability for any loss resulting to the Trust from any such purchase. Except as hereafter provided, the Trustee (or Executor) may loan (including loans to the Executor of my Estate) or borrow money in any manner, with or without security, upon such terms and conditions as to the Trustee (or Executor) may seem best. The Trustee (or Executor) may continue the operation of and contributions to any business or investment entity, including, but not limited to, corporation and partnerships, and may participate in the formation, dissolution, liquidation, or reorganization of any such business. The Trustee shall not be disqualified to enter into any transaction on behalf of the Trust for the reason only that another party to such transaction is: (i) a trust (including another Trust created hereunder) of which a Trustee is trustee; (ii) a business controlled directly or indirectly by a Trustee or a beneficiary of any Trust created hereunder; or (iii) a Trustee or a beneficiary of any Trust created hereunder acting in such party's own behalf. In addition to the foregoing powers the Trustee shall have all of the powers now or hereafter granted to trustees under the Texas Trust Code or trust law of any other State having jurisdiction over the administration of the Trust, except such as conflict with the terms of this Will.

3.8 Distributions of Income and Principal by Trustee. Payments by the Trustee of either income or principal from the Trust may be made directly to the beneficiary entitled thereto, or to the person having the care or custody of any such beneficiary who is under any legal disability, or the Trustee may use, expend and apply any such income or principal for the benefit of any such beneficiary, all without the necessity of the appointment of any guardian. In making any discretionary payments to a beneficiary hereunder, the Trustee shall consider (i) any known resources of such beneficiary, including the ability of such beneficiary to earn funds for such beneficiary's own support and maintenance, except while obtaining an education, and (ii) the ability of any person who is legally obligated to support such beneficiary to do so. The first sentence of this Paragraph shall not apply as to any trust qualifying for the Federal Estate Tax Marital Deduction. I request but do not require (i) that no amounts of principal be paid to my spouse from any trust which does not qualify for the marital deduction unless and until the principal of any trust that qualifies for the marital deduction, if created, is exhausted, and (ii) that no amount of principal be paid to my spouse from any trust qualifying for the marital deduction unless and until the trust estate of the election trust, if created, is exhausted. As to any distributions of principal, the trustee may elect to treat distributions as income and, if done, such distributions shall carry out capital gains after carrying out any ordinary income of the trust.

3.9 Executor's and Trustee's Discretionary Power Concerning Distributions. Except as otherwise provided herein, the decision of my Executor or Trustee, in such fiduciary capacity, as to the timing, division (whether with or without regard to the income tax basis thereof), composition (whether in cash or in any other property, or both, or in undivided interests or otherwise, including composing shares differently) and valuation of any distribution of all or any portion of my Estate or of any Trust created hereunder and as to the proper persons, Trust or Trusts entitled to receive a distribution hereunder shall be final and binding on all parties concerned insofar as any liability or responsibility of such Executor or Trustee is concerned, except as directed by the standard of distribution in this trust. In the event a conflict shall result concerning the distribution or allocation of assets in my Estate or any Trust created hereby and if such conflicts cannot otherwise be resolved, then such conflict shall be resolved in favor of (a) my spouse at the expense of all others, then (b) my children at the expense of all others



except my spouse, then (c) income beneficiaries at the expense of remainderman, then (d) beneficiaries at the expense of fiduciaries and then (e) my Estate or a Trust or Trusts or between two (2) or more Trusts at the expense of the other depending upon which distribution or allocation produces the best overall immediate tax result taking into consideration the foregoing priorities.

3.10 Spendthrift Provision. No principal or income payable or to become payable under any Trust created hereunder shall be subject to anticipation or assignment by any beneficiary thereof or to attachment by or the interference or control of any creditor of any such beneficiary or to be taken or reached by any legal or equitable process in satisfaction of any debt or liability of any such beneficiary prior to its actual receipt by any such beneficiary.

3.11 Maximum Term of Trust. Except for any generation skipping trust created for my child and descendants, notwithstanding any other provision of this Will, any Trust created hereunder or pursuant to the exercise of a power of appointment granted hereunder shall terminate, if not sooner terminated, twenty-one (21) years after the date of death of the last surviving beneficiary of any Trust hereunder who is in being at the time of my death. The property comprising the Trust Estate of any Trust which shall terminate by reason of this Paragraph shall pass and be delivered, free of trust, to the income beneficiary thereof.

3.12 Contingent Trust for Beneficiary Under Legal Disability. No beneficiary of my Estate or a Trust created hereunder shall receive delivery of all or any portion of my Estate (except for any property passing under Paragraph 2.1 hereof) or of a Trust, free of trust, if, and so long as, such beneficiary is under twenty-one (21) years of age or incompetent to handle the management of such property as a reasonable, prudent person; such incompetency to be conclusively presumed upon the written certification thereto by at least two (2) medical doctors. If such beneficiary is the beneficiary of an existing Trust created hereunder, such property shall continue to be held by the Trustee pursuant to the terms thereof until the death or competence of such beneficiary, whereupon such property shall be distributed in accordance with the terms thereof. If such beneficiary is not then the beneficiary of a Trust created hereunder and a custodianship is not provided for hereunder or if a custodianship provided for hereunder cannot be established under the law of the jurisdiction involved, such property shall be held by the Trustee in trust for such beneficiary and such Trustee shall distribute such amounts of income and principal (if income is insufficient) as are necessary for the health, support, maintenance, and education of such beneficiary until such beneficiary attains twenty-one (21) years of age or becomes competent, whereupon such property shall be distributed, free of trust, to such beneficiary; provided that, if such beneficiary dies prior to complete distribution of such beneficiary's Trust Estate to such beneficiary, such Trust Estate shall pass and be delivered to the personal representative of such beneficiary's estate or, if such beneficiary dies intestate and no personal representative is so appointed, may be delivered to such beneficiary's heirs. In no event shall the guardian of the estate of such beneficiary, or any other party, have any right to receive any property of a Trust, free of trust, which would be receivable by (a) a beneficiary under twenty-one (21) years of age, or (b) an incompetent beneficiary (if competent) by virtue of having attained a certain age. The determination by the Trustee that a beneficiary is competent shall be conclusive for all purposes hereunder. Any such amounts passing in trust shall pass into two trusts so that one trust has an inclusion ratio, as defined by Section 2642 of the Code, of zero (0) and the other trust has an inclusion ratio of greater than zero (0).

3.13 Transactions with Beneficiaries and Fiduciaries. The Executor and Trustee are authorized to enter into any transaction permitted by this instrument, even though the other party to that transaction is a beneficiary; the estate of a beneficiary; a trust created by or for the benefit of a beneficiary, whether living or deceased; my estate or my spouse's estate; an executor or



administrator of my or my spouse's estate or any other estate; or a trustee of any trust, including the Trustee under this instrument acting individually; except to the extent that the Texas Trust Code, as amended, or any successor statute may expressly prohibit Settlor from authorizing any Trustee serving hereunder from engaging in any such transaction.

3.14 Arbitration of the Issues of Incapacity of a Trustee or Executor. The issue of the incapacity of a Trustee or Executor shall be resolved by arbitration as provided herein, and the resolution of the dispute as provided herein shall be final as between the parties to the dispute and may be enforced or preserved upon application to any court of competent jurisdiction. The reference to "Trustee" hereinafter shall also refer to an Executor. The purpose of this section is to provide an impartial, fair, and private means to determine the incapacity (as defined herein) of a Trustee. A Trustee is "incapacitated" when the Trustee lacks the physical or mental capacity, personal stability or maturity of judgment needed to effectively give prompt, intelligent, and rational consideration to business matters or financial affairs (whether because of a medical condition, substance abuse or dependency, or another reason). A person under age 25 is deemed to be incapacitated without the need for arbitration.

(A) General Rules. Except as provided herein to the contrary, all proceedings required herein shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as then in effect; provided that such rules shall be applied in accordance with Texas law and that any questions which are not resolved by such rules shall be determined by Texas law. All parties to an arbitration proceeding herein shall make all reasonable efforts to perform their obligations herein promptly, recognizing that time is of the essence.

(B) English Rule - Loser Pays. The parties prevailing in an arbitration proceeding herein or in a legal proceeding brought in a court of competent jurisdiction to enforce or preserve the rights awarded pursuant to an arbitration proceeding herein, including all appeals, shall be entitled to recover from the other parties all costs and expenses incurred by the prevailing parties with respect to all of the proceedings, including reasonable attorney's fees. If a Trustee is determined to be incapacitated, the Trust shall pay the cost of the proceedings. If a Trustee is determined not to be incapacitated, the person bringing the action to have the Trustee declared to be incapacitated shall pay.

(C) Arbitration Procedures.

(i) Written Notice of Arbitration. Any party wishing to submit the issue of a Trustee's incapacity to arbitration ("Petitioner") shall provide written notice of the arbitration containing the information required below to all Trustees serving hereunder and all income beneficiaries of the Trust (or their parents if such beneficiaries are under the age of 25) ("Respondents") and simultaneously shall file copies of the written notice or arbitration with the regional office of the AAA for Houston, Texas, together with the appropriate fee as provided in the AAA's administrative fee schedule. All communications with the AAA regarding the arbitration proceedings shall be directed to the regional office for Houston, Texas, unless the AAA directs otherwise. The written notice of arbitration shall provide a brief description of the nature of the dispute and the resolution sought by Petitioner.

(ii) Written Response. Within twenty days after receiving the notice of arbitration, each of the Respondents shall provide the Petitioner and the AAA



with a written response describing the Respondent's opinion of the nature of the dispute and the resolution desired by the Respondent.

(iii) List of Arbitrators. As soon as reasonably possible after receiving each response notice, the AAA shall compile a list of arbitrators which are available and are qualified to arbitrate the dispute by having knowledge of the subject matter of incapacity, which list shall contain the names of a number of arbitrators equal to one plus the number of parties to the dispute (Petitioner plus each Respondent) in rank order, and shall provide that list to Petitioner and each of the Respondents, together with a return date which is seven days after the date on which the AAA sends the list to the Petitioner and each of the Respondents, excluding Saturday, Sunday, and holidays.

(iv) Deletions from the List of Arbitrators. Unless otherwise agreed, Petitioner and each of the Respondents shall meet on the return date specified by the AAA at the Principal Office at 10:00 A.M., Houston, Texas time, at which time each of them shall strike one name from the list of arbitrators provided by the AAA, and if any party fails to attend the meeting, the AAA shall strike one name from the list on behalf of each missing one of them. The highest ranking arbitrator whose name remains on the list after an arbitrator has been stricken by or on behalf of Petitioner and each of the Respondents shall be the arbitrator of the dispute. If the arbitrator selected in this manner for any reason fails to perform as required by this Exhibit, the procedures provided in this paragraph shall be repeated until an arbitrator is selected which performs as required.

(v) Arbitration of the Dispute. The arbitration shall be held in Houston, Texas, at a location determined by the AAA. The decision of the arbitrator shall be final as between Petitioner and Respondents and may be enforced or preserved upon application to any court of competent jurisdiction.

(vi) Standing. The issue of incapacity may be brought to arbitration by the remainder beneficiaries of the Trust, a beneficiary of the Estate or a primary beneficiary of a trust under this will, the spouse of the Trustee, the siblings of the Trustee, or such siblings' child if such child is over the age of 25, the children of the Trustee age 25 or older, or the parent of the children of the Trustee, if such children are all under the age of 25.

PART FOUR

Miscellaneous Provisions

4.1 Miscellaneous Provisions. For purposes of this Will and any Trust created hereunder:

(A) Presumptions on Survival. Any person shall not be considered to survive and shall be considered to predecease another person if such person shall die within thirty (30) days of the death of such other person.

(B) Definition of "Education". The term "education" shall include, but is not limited to, education and maintenance while attending graduate, post-graduate, and vocational schools.

(C) Definition of "Child", "Descendants", "Issue" and "Heirs". Descendants" or "Issue" means the legitimate children of the person designated and the legitimate lineal descendants of such children, and includes any person adopted before attaining age eighteen and the adopted person's legitimate lineal descendants. The term "legitimate" as used with respect to children, issue, grandchildren, descendants and heirs shall mean children born to or adopted by persons who are husband and wife by means of a ceremonial (as opposed to common law or non-ceremonial) marriage in effect prior to the birth of such child. A posthumous child shall be considered as living at the death of his parent. Except for discretionary distributions (which may be made unequally among a group of beneficiaries), whenever a distribution is to be made to the "descendants" or "issue" of any person, the property to be distributed to the issue of that person shall be divided into as many shares as there are living children of the person and deceased children of the person who left descendants who are then living. Each living child shall take one share and the share for each deceased child shall be divided among his then living descendants in the same manner. The term "heirs" shall refer to those persons who would inherit the property in question from the person in question, assuming that the person in question had died intestate owning such property under the Texas laws of descent and distribution in effect at the time of such person's death, and when such term is used, the shares and proportions of taking shall be determined by said laws except, however, that only legitimate (as defined herein) children shall be considered to be the child of any person and only spouses who are husband and wife by means of a ceremonial (as opposed to common law or nonceremonial) marriages shall be considered to be the spouse of a person. References to "child" and "children" mean a legitimate descendant or descendants in the first degree of the parent designated. References to a "grandchild" shall only refer to legitimate grandchildren. No person shall be a child, issue or descendant who is adopted when age eighteen (18) years or older.

(D) Definition of "Devise". The term "devise" when used as a noun includes the disposition of real or personal property, or both, and when used as a verb, the term "devise" means to dispose of real or personal property, or both.

(E) Definition of "Net Income", "Income Beneficiary", "Trust" and "Trust Estate". The income of a Trust less the charges to such income shall constitute the "net income" of such Trust. The term "income beneficiary" shall refer not only to a beneficiary who is presently entitled to receive the income of a Trust but also to a beneficiary to whom income of a Trust could then be paid in the sole, reasonable discretion of the Trustee. Whenever the term "Trust" or "Trust Estate" is used it shall include the original principal and all other properties of the Trust or Trusts, real, personal or mixed, however and whenever acquired, which may be included in or belong to the Trust or Trusts, and any income therefrom, including any accumulated income, so long as same shall remain in trust hereunder.

(F) Definition of "Code". Reference herein to the "Code" shall refer to the Internal Revenue Code of 1986, as amended, together with all regulations and rulings issued thereunder and reference to a specific chapter, section or provisions of the Code shall be construed to refer to any corresponding provision of the Code or any Federal tax law applicable to my Estate which are in effect at the time of my death.

(G) Corporate Fiduciary. The term "corporate fiduciary" shall refer to any state or national bank, trust association or private trust company (i) originally appointed or acting



hereunder as an Executor or Trustee, or (ii) having trust powers and having trust assets with a value, at the time of its appointment as a successor or substitute trustee hereunder, equal to at least One Million Dollars (\$1,000,000.00). The designation of any corporate fiduciary hereunder and any reference thereto shall extend to any successor institution under whatever name which is carrying on the activities of such corporate fiduciary.

(H) Construction of Will. All captions used herein are inserted for convenience of reference only and shall not be deemed a part hereof and shall not control or effect the meaning, construction, interpretation, or effect of this Will or any Codicil hereto or be deemed indicative of my intent. Wherever appropriate, the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice versa.

4.2 No Contracts With My Spouse or Beneficiaries. I hereby declare that I have no oral or written agreement or contract (other than any buy-sell agreements involving my interest in any partnership or corporation which I may own and a Prenuptial Letter of Intent) with my spouse or any other beneficiary hereunder obligating me in any way as to the disposition of my property or obligating my spouse or any other beneficiary in any way as to the disposition which may be made by my spouse or any other beneficiary of any property taken under this Will or any property owned by my spouse or any other beneficiary at the time of such person's death.

PART FIVE

No Contest Provision

5.1. In Terrorem Clause. As a condition to the taking, vesting, receiving or enjoying of any property, benefit or thing whatsoever under or by virtue of this Will or any trust created under this Will, any Distributee shall accept and agree to all of the provisions of this Will and that the provisions of this In Terrorem Clause are made an essential part of each and every benefit in and under this Will. If any Distributee hereunder, directly or indirectly, individually or with another, shall contest the probate or validity of this Will, or any provision thereof; or shall institute or join in (except as a party defendant) any proceeding to contest the validity of this Will or to prevent any provision hereof from being carried out in accordance with its terms or shall acquiesce therein; or shall fail or refuse to defend this Will or any provision herein; or shall in any manner question or dispute any statement or declaration herein; or shall in any manner aid, assist or encourage another in any such contest or questioning; or shall contest, question or oppose in any legal proceeding the performance by my Fiduciary (as defined elsewhere herein) of any duty, act or discretion granted to or incumbent upon him or her under the terms of this Will or by law; or shall in any manner institute or participate in (except in support of my Fiduciary) any construction of any provision of this Will by means of any declaratory judgment proceeding (without the prior written approval of the designated personal representative of my estate or, if applicable, my trustee); or shall in any manner institute or participate in any proceeding (except in support of my Fiduciary) to contest or in any manner question any accounting prepared by or on behalf of my Fiduciary; or shall institute any cause of action (including, but not limited to, any cause of action for tortious interference with inheritance rights) against any person which is based in any way on the proposition that I was not of sound mind, lacked testamentary capacity, was unduly influenced, or failed to comply with any applicable law at the time that I executed any legal instrument (any of the acts described above are hereinafter referred to as "Prohibited Acts"); then, in any such contingency, all benefits provided for such Distributee are revoked and such benefits shall pass to the Residuary Distributees under this Will (other than such Distributee and/or to the descendants of such Distributee), or if applicable the Residuary Distributees of any trust in the proportion that the share of each such Residuary Distributee bears to the aggregate of the



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Skagit County Auditor

effective shares of the residuary. If all of the Residuary Distributees join in any Prohibited Acts, then such benefits shall pass to those persons (other than the persons joining in such Prohibited Acts) who are living at the time of death or, if applicable, the date of the termination of any trust created under this will, and who would have been my Distributees had I died intestate a resident of the State of Texas at such a time and had the person or persons contesting my Will or engaging in the Prohibited Acts died immediately before me without issue. If all Distributees herein and all heirs at law so act to incur the penalty of forfeiture, I give such benefits and properties to a charitable institution. **If any distribution has been made to any Distributee prior to the time he engages in a Prohibited Acts, then the Distributee shall repay to the Fiduciary or, if applicable, to the trustee, the amount of any such distribution plus simple interest at a rate of six percent (6%) per annum and all attorney fees and expenses incurred in collecting this distribution and any adult Distributee must agree in writing to this provision of this Will prior to receiving or continuing to receive any distribution. To the greatest extent permitted by Texas law this provision of this Will shall apply to any Distributee regardless of whether or not any Prohibited Acts was taken in good faith and with probable cause. No provision of this In Terrorem Clause shall apply to my surviving spouse or, if applicable, to any charity.** This provision shall survive the administration of my estate and shall expressly apply to the administration of any trust created in this Will. No Distributee shall be deemed to have violated this clause solely because he or she disclaims any interest in my estate and any trust created under this Will.

5.2. No Causes of Action Against Fiduciary. No Distributee may bring any cause of action against my Fiduciary derivatively on behalf of my estate or any trust created under this Will. The prohibitions contained in this paragraph shall be in full force and effect and shall apply regardless of whether my Fiduciary refuses to bring the cause of action on behalf of my estate or any such trust; whether my Fiduciary has a conflict which prevents my Fiduciary from bringing the cause of action, or whether the cause of action is against my Fiduciary. Subject to any other provision in this instrument prohibiting litigation by any Distributee, nothing in this paragraph shall prevent any Distributee from bringing any cause of action (which is not prohibited by this instrument) in his individual capacity as a Distributee and to seek any damages that he or she may have actually suffered. The Distributee may not, however, bring any derivative cause of action to collect damages on behalf of my estate or any trust created under this Will.

5.3. Authorization of Employment of Fiduciary Attorney. If any cause of action is brought against my Fiduciary, in either his or her individual or representative capacity, then I specifically authorize my Fiduciary to retain my Fiduciary Attorney to represent him or her in connection with the Fiduciary Litigation (as defined herein). I recognize that there may be conflicts of interest between an attorney or law firm representing both my Fiduciary in the administration of my estate or any trust created under my Will and my Fiduciary in connection with the Fiduciary Litigation, and I expressly waive the conflicts. No Distributee shall be permitted to disqualify or remove any Fiduciary Attorney in any legal proceeding because of the fact that he or she represents the Fiduciary in connection with the administration of my estate or any trust created under my Will and also represents my Fiduciary.

5.4. Limitations of Actions. Notwithstanding any Texas statute to the contrary, no person who is interested in my estate or any trust created under my Will shall institute any cause of action which is appertaining to or incident to my estate or any trust created under this Will after one year from the earlier of (a) the date on which such person first learned of the factual basis for such cause of action or (b) the date on which such person first learns facts which would compel a reasonable person to investigate further the factual basis for any such cause of action.



5.5. Fiduciary, Distributee, and Fiduciary Litigation. The term "Fiduciary" shall refer to any person, corporation or trust company acting as an Executor, Trustee, Co-Executor or Co-Trustee of my estate. The word "Distributee" shall refer to anyone who receives an interest in any asset under my estate, whether present or future, fee simple, in trust, contingent, or otherwise. The term "Fiduciary Litigation" shall refer to any litigation brought against my Fiduciary in his or her individual or representative capacity.

5.6. Legal Expense. My Fiduciaries shall have the right and power, without prior Court approval, to obtain reimbursement from the property of either my estate (or, if applicable, the trust estate of any trust created under this Will) for all expenses and costs (including, without limitation, reasonable attorney's fees and expenses incurred by the Fiduciary in connection with said Fiduciary's defense of or participation in any form of fiduciary litigation). This right of reimbursement shall be binding on all distributees, regardless of the nature of the claims brought against the Fiduciary, regardless of the plaintiff's good faith or probable right of recovery, and regardless of the Fiduciary's ability to pay such amounts from said Fiduciary's own resources or to satisfy a judgment for such amounts; provided, however, this right or reimbursement shall not limit any distributee's right to recover, either from the Fiduciary individually or on behalf of my estate or the trust estate of any trust created under this Will, any amounts used to reimburse any Fiduciary if any cause of action is reduced to a final and non-appealable judgment against the Fiduciary. This provision shall expressly apply to the administration of any trust created in this Will and shall survive the termination of all Trusts created by this Will.

5.7. Virtual Representation. Only living persons shall be necessary parties in any cause of action incident to or appertaining to any trust created under this Will. It is also my desire that no attorney ad litem be appointed to represent any unknown heirs, unnamed contingent beneficiaries designated as a class or unascertained distributees under this Will, and to this end I declare that I would prefer for such distributees to take nothing from any trust created under this Agreement rather than for any trust to bear the cost of ad litem fees in any legal proceeding affecting them. I further direct that any judgment, order, or decree entered in any court of competent jurisdiction in any cause of action appertaining to or incident to any trust created under this Will shall be as fully binding against any unknown heirs, contingent beneficiaries designated as a class or unascertained beneficiaries as if such persons were living and a party to the proceeding at the time the judgment, order, or decree was entered.

5.8. Recognition of Virtual Representation. My Fiduciary shall have the power and authority to bind each and every distributee of any trust created under this Will to the settlement of any legal proceeding involving any trust created under this Will. The signature of the Fiduciary on any settlement agreement shall absolutely and completely bind each and every distributee (known or unknown, vested or contingent, ascertained or unascertained, living or unborn, minor or adult) who is not an actual party to the proceeding as fully as if such person were a legally competent and a fully vested distributee who actually entered into the agreement with full knowledge of all relevant facts necessary to legally bind himself or herself to the settlement agreement. If the Fiduciary enters into any form of settlement agreement contemplated by this paragraph then said Fiduciary shall have no liability whatsoever to anyone for any liability that directly or indirectly arises out of or by virtue of such settlement unless the Fiduciary entered into such agreement for the primary purpose of securing personal gain from the settlement.

5.9. Creation of Privilege Between the Attorney Representing the Trust(s) and the Fiduciary. The normal attorney client privilege and protection of attorney work product (collectively, the "Fiduciary Privilege") shall apply to any attorney who acts as legal counsel for any Fiduciary (the "Fiduciary Attorney"). The Fiduciary Privilege shall apply to the relationship between the Fiduciary and the Fiduciary Attorney with respect to any distributee. No distributee shall be



permitted to compel, in any proceeding, the production of any information covered by the Fiduciary Privilege. This prohibition shall apply even if the Fiduciary is a defendant in the proceeding. Notwithstanding anything to the contrary in this paragraph, if in any proceeding the Fiduciary shall claim as a defense that said Fiduciary relied on the advice of the Fiduciary Attorney or if the Fiduciary (or attorney associated with the Fiduciary in the practice of law) is the Fiduciary Attorney, then, and in that event, any distributee may compel discovery of information to the extent that such information would have been available to such distributee but for this paragraph.

5.10. Burden of proof. The beneficiaries shall have the burden of proof in all circumstances, including the burden of proving any breach of the standard of care stipulated here for the Trustee and Executor, and shall be required to discharge that burden by proof beyond a reasonable doubt.

I, THOMAS RALPH PRUITT hereby declare this to be my Last Will (typewritten on a total of 14 pages, including the attestation clause, signatures of witnesses and my self-proving acknowledgment and the affidavits of the attesting witnesses) and herewith sign my name to same, in the presence of the undersigned attesting witnesses, all present at the same time, each of whom signs this Will at my request, in my presence and in the presence of each other, all done this 17th day of January, 2006, at Brenham, Texas.



THOMAS RALPH PRUITT, Testator

The undersigned, each being at least fourteen (14) years of age hereby declare that THOMAS RALPH PRUITT declared to us that the foregoing instrument is his Last Will and he requested us to act as witnesses to same and to his signature thereon. THOMAS RALPH PRUITT thereupon signed said Will in our presence, all of us being present at the same time. And we now, at his request, in his presence, and in the presence of each other, do hereunto sign our names as attesting witnesses, all done this 17th day of January, 2006, at Brenham, Texas. We and each of us declare that we believe the said Testator to be of sound mind and memory.



R. HAL MOORMAN
207 East Main Street
Brenham, Texas 77833



KASEY G. HUTTO
303 Brookside
Brenham, Texas 77833

THE STATE OF TEXAS

COUNTY OF WASHINGTON



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Skagit County Auditor


10/21/2008 Page 18 of 19 9:53AM

BEFORE ME, the undersigned authority, on this day personally appeared THOMAS RALPH PRUITT, R. HAL MOORMAN and KASEY G. HUTTO, known to me to be the Testator and the witnesses, respectively, whose names are subscribed to the annexed or foregoing

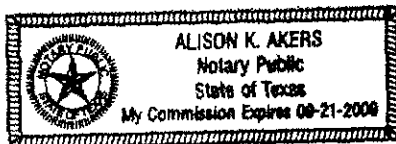
instrument in their respective capacities, and all of said persons being by me duly sworn, the said THOMAS RALPH PRUITT, Testator, declared to me and to the said witnesses in my presence that said instrument is his Last Will and Testament, and that he had willingly made and executed it as his free act and deed for the purposes therein expressed; and the said witnesses, each on their oath stated to me, in the presence and hearing of the said Testator, that the said Testator had declared to them that said instrument is his Last Will and Testament, and that he executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testator and at his request; that he was at that time eighteen (18) years of age or over (or being under such age, was or had been lawfully married, or was then a member of the armed forces of the United States or of an auxiliary thereof or of the Maritime Service) and was of sound mind; and that each of said witnesses was then at least fourteen (14) years of age.


THOMAS RALPH PRUITT, Testator


R. HAL MOORMAN


KASEY G. HUTTO

SUBSCRIBED AND SWORN TO BEFORE ME by the said THOMAS RALPH PRUITT, Testator, and by the said R. HAL MOORMAN and KASEY G. HUTTO, witnesses, this 17th day of January, 2006.




NOTARY PUBLIC-State of Texas

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Skagit County Auditor

10/21/2008 Page

19 of

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