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| <p><b>DOCUMENT TITLE(S):</b><br/>TRUST PAGES</p> <p><b>REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:</b></p> <p><b>GRANTOR:</b><br/>THE WEBBER FAMILY REVOCABLE LIVING TRUST</p> <p><b>GRANTEE:</b><br/>JAYNE G MARDESICH AND JOHN C WEBBER, AS CO-SUCCESSOR TRUSTEES OF THE<br/>WEBBER FAMILY REVOCABLE LIVING TRUST, dated June 29, 1995</p> <p><b>ABBREVIATED LEGAL DESCRIPTION:</b><br/>Ptn Gov. Lot 5, 2-35-1 E W.M.</p> <p><b>TAX PARCEL NUMBER(S):</b><br/>350102-0-021-0001, P31167, 350102-0-034-0006, P31181</p> |
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**THE WEBBER FAMILY  
REVOCABLE LIVING TRUST AGREEMENT**

THIS REVOCABLE TRUST AGREEMENT is made this 29<sup>th</sup> day of JUNE, 1995 (hereinafter the "Agreement"), by and between JOHN G. WEBBER and JOYCE A. WEBBER, husband and wife, residing at OAK HARBOR, Washington, (called the "Trustors"), and JOHN G. WEBBER and JOYCE A. WEBBER (jointly called the "Trustee").

**SECTION I  
CREATION AND DECLARATION OF TRUST**

- 1.1 Declaration of Trust. We, JOHN G. WEBBER and JOYCE A. WEBBER, as Trustors, hereby declare our intent to, and do by this Agreement, create a Trust. All property which is ~~made~~ subject to this Trust shall be held, administered, and distributed in accordance with this Agreement.
- 1.2 Name of Trust. This Trust shall be called **THE WEBBER FAMILY REVOCABLE LIVING TRUST.**

**SECTION II  
TRANSFERS IN TRUST**

- 2.1 Transfers. The Trustors hereby transfer, assign, convey, and deliver to the Trustee the property described in the Memorandum of Trust, Quitclaim Deed and Stock Power, which is the Trustors' community and separate property. The Trustee acknowledges receipt of such property. Such property hereinafter transferred to the Trustee, by Will or otherwise, and deemed acceptable by the Trustee, shall be held in Trust pursuant to the following terms and conditions.
- 2.2 Manner of Holding Title. Because it is the explicit and expressed intent that all property, both real and personal, now owned or to be later acquired, is and shall be part of the Trust estate, the Trustors may hold Trust property either in their individual or community names, or as Trustee of **THE WEBBER FAMILY REVOCABLE LIVING TRUST.** If any property, either real or personal, is not intended to be part of the Trust estate, such property will be listed clearly and specifically described in writing, attached to this Agreement, and signed by both Trustors before a Notary Public. All uncertainties as to whether Trustors' property is or is not a part of the Trust estate shall be construed in favor of the property being Trust property, regardless of any title designation recorded with any third party or governmental organization.
- 2.3 Nature of Property Remains. Transfer of separate and community property shall not change nor convert the status of said separate or community property. The Trustors' intent is, that if either choose to revoke this Trust, the separate property shall be restored to the respective Trustors as owned prior to the creation of this Trust.

(a) During the joint lives of the Trustors, they (acting together with regard to community property) or the owner of any separate property or separate property interest ("separate property") acting alone with regard to his or her respective separate property only, at any time at which they or the one of them so acting, are or is deemed to have full capacity as determined pursuant to Article 3.6 of this Agreement, expressly retain and reserve the right to alter, amend, or revoke this trust, or to demand the principal hereof, in whole or in part, at any time and from time to time, as to their community property or respective separate property. Neither Trustor may alter, amend, or revoke this trust or demand the principal hereof as to any separate property of the other Trustor.

(b) Any community property transferred to this trust by the Trustors, or any community property benefits made payable to the Trustee, is intended to, and shall, remain the Trustors' community property during the joint lives of the Trustors notwithstanding the fact that such property or such benefits are contained in this trust. Upon any termination or revocation, any community property assets distributed to the Trustors shall be their community property. The Trustors shall hold and administer all distributions of community property, or of the income attributable thereto, to either or both of them as their community property.

(c) During the joint lives of the Trustors, they, acting together, whenever they both have full capacity as defined herein, may direct by a writing delivered to the Trustee that portion of the net income and principal of the community property held in this trust (even to the extent of all thereof) which the Trustee is to pay and the manner in which the trustee is to pay such portion to, or apply it for the benefit of, the Trustors or one of them.

(d) Whenever a Trustor is deemed to have full capacity as defined herein, the Trustor owning separate property held in the trust may direct in writing that portion of the net income and principal of that separate property (even to the extent of all thereof) which the trustee is to pay and in what manner the Trustee is to pay such property to or apply it for the directing Trustor's benefit. Neither Trustor may direct the distribution of any separate property of the other or the income attributable to such separate property.

### SECTION III TRUSTEE

3.1 Appointment. The Trustors hereby appoint **JOHN G. WEBBER** and **JOYCE A. WEBBER** to serve jointly as the initial Trustee, and may either act jointly or individually in the administration of this Trust, during their individual lives, so long as able, willing, and not incapacitated as defined in Section 3.6.

3.2 Succession.

(a) Upon resignation, death, or incapacity, the remaining Trustee shall act as Trustee of the Trust estate. However, in the event the Trust is split pursuant to Section VI, then another Co-Trustee, as designated in paragraph (b) below, shall join in the administration of the Decedent's Trust.

(b) Upon resignation, death, or incapacity of the remaining original Trustee, I/we hereby appoint the following-named persons to act as Co-Successor Trustees, with full power and authority of an original Trustee: **JAYNE G. MARDESICH** and **JOHN C. WEBBER**, as Co-Successor Trustees.

3.3 Removal. All Successor Trustees can be removed by Court order for good cause and the new trustee shall be selected by a majority vote of the beneficiaries, with the parent or legal guardian voting for minor beneficiaries, and the issue of a predeceased beneficiary having, collectively, one vote.

IN WITNESS WHEREOF, the Trustors and Trustees have set their hands and seals this 29th day  
of June, 1995.

TRUSTORS/GRANTORS

[Signature]  
JOHN G. WEBBER

[Signature]  
JOYCE A. WEBBER

TRUSTEES:

[Signature]  
JOHN G. WEBBER

[Signature]  
JOYCE A. WEBBER

STATE OF WASHINGTON )  
  )ss.  
County of ISLAND )

I certify that I know or have satisfactory evidence that JOHN G. WEBBER and JOYCE A. WEBBER are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 29th day of June, 1995  
[Signature]  
NOTARY PUBLIC in and for the State of Washington,  
residing at: KIRKLAND, WA 98033  
My commission expires: 2/28/99

