

Filed for Record at Request of
Joan A. James, Surviving Trustee
When Recorded Return To
Tammi M. Caress
9400 SW Barnes Rd. STE 300
Portland, OR 97225

Real Estate Excise Tax
Exempt
Skagit County Treasurer
By Angie Aiumu
Affidavit No. 20224961
Date 12/20/2022

QUITCLAIM DEED

Grantor: Joan A. James, Surviving Trustee of the Edward W. James and Joan A. James Family Trust
Grantees: Joan A. James, Trustee of the James Disclaimer Trust; Joan A. James, Trustee of the Joan A. James Survivor's Trust
Abbreviated Legal Descr.: 2ND CL RDLDS INFR LT 7 BLK 1 R. & W. SALMON BCH TRS, SECTION 19, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M. SURVEY AF#202012090088
Parcel No.: P20504 & P68463

Joan A. James, Surviving Trustee of the James Family Trust dated March 7, 2018, Grantor, for no consideration paid, conveys and quitclaims an undivided fifty percent (50%) interest to Joan A. James, Trustee of the James Disclaimer Trust, dated September 28, 2021, created under the James Family Trust, and an undivided fifty percent (50%) interest to Joan A. James, Trustee of the Joan A. James Survivor's Trust dated September 28, 2021, created under the James Family Trust, Grantees, in the following described real property as specifically set forth herein situated in Skagit County, State of Washington:

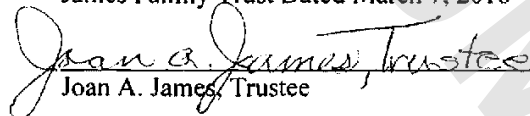
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Parcel Nos. P20504 & P68463

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OF COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN THE REVISED CODE OF WASHINGTON.

DATED: 10-20-22

James Family Trust Dated March 7, 2018

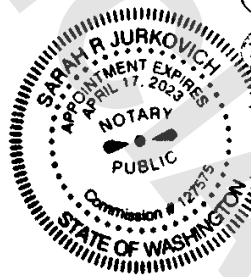

Joan A. James, Trustee

STATE OF WASHINGTON)

) ss.

COUNTY OF Stacyt)

On this day personally appeared before me Joan A. James, as Trustee, known or proved to me to be the individual described in and who executed the within and foregoing Quit Claim Deed, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal on: 10-20-2022

Signature

Printed Name

NOTARY PUBLIC for Washington

Residing at: AnacortesMy appointment expires on: 4-17-2023

Exhibit A**Transfer Description: Portion to James Family Trust:**

The West 14.07 feet of the South 90.44 feet of the North 180 feet of Lot 8, Block 1, RENSINK-WHIPPLE SALMON BEACH TRACTS, according to the plat thereof recorded in Volume 5 of Plats, page 55, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington

The above described property will be combined or aggregated with the following described contiguous property owned by the purchaser and is not for the purpose of creating an additional building lot.

Parcel C (P68463):

Lot 7, Block 1, RENSINK-WHIPPLE SALMON BEACH TRACTS, according to the plat thereof recorded in Volume 5 of Plats, Page 55, records of Skagit County Washington.

TOGETHER WITH Tidelands of the Second Class as conveyed by the State of Washington, situate in front of, adjacent to or abutting upon said premises.

Parcel D (P20504):

All that portion of Government Lot 6, Section 19, Township 34 North, Range 2 East of the Willamette Meridian, lying North of Lot 7 Block 1, RENSINK-WHIPPLE SALMON BEACH TRACTS, according to the plat thereof recorded in Volume 5 of Plats, Page 55, Records of Skagit County, Washington, and bounded on the North by the South line of the county road, as conveyed to Skagit County by deed recorded under Auditor's File No. 394004, and on the East by the East line of Lot 7, Block 1, said plat, if projected, and on the South by the North line of Lot 7, Block 1, said plat, and on the West by the West line of said Lot 7, Block 1, said plat, if projected.

Situate in Skagit County, Washington

Affidavit for Correction

12/20/2022 01:40 PM Page 1 of 20

P.O. Box 47814
Olympia, WA 98504-7814
360-236-4300

This is a legal document. Complete in ink and do not alter.**STATE OFFICE USE ONLY**

State File Number	Fee Number	Initials	Date	Affidavit Number
Required information must match current information on record				
Record Type: ☐ Birth ☐ Death ☐ Marriage ☐ Dissolution (Divorce)				
1. Name on Record: First Middle Last		2. Date of Event: MM/DD/YYYY		3. Place of Event: (City or County)
4. Father/Parent Full Birth Name (Spouse A for Marriage or Dissolution) First Middle Last/Maiden		5. Mother/Parent Full Birth Name (Spouse B for Marriage or Dissolution) First Middle Last/Maiden		
6. Name of Person Requesting Correction: Relationship to Person on Record: ☐ Self ☐ Guardian ☐ Informant ☐ Hospital ☐ Parent(s) ☐ Funeral Director ☐ Other (specify) _____				
7. Return Mailing Address: PO Box or Street Address City State Zip				
Telephone Number: ()		Email Address:		

Use the section below for requesting any changes on the record. The record is incorrect or incomplete as follows:

The record currently shows:		The true fact is:	
8.		9.	
10.		11.	
12.		13.	

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

14a. Signature: Printed name: Date:		14b. Signature of 2 nd parent (if required): Printed name: Date:	
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INSTRUCTIONS – go to www.doh.wa.gov for more information

Required proof documentation must be submitted with the affidavit and include full name and birth date. Examples of proof documentation include:

- Birth/Marriage/Divorce record
 - Military record (DD-214)
 - School transcripts
 - Social Security Numident Report
 - Certificate of Naturalization
 - Hospital/medical record
 - Copy of Passport / Enhanced ID
 - Green/Permanent Resident card (I-551)
- You cannot use a Driver's license, Social Security card, or hospital decorative birth certificate as proof documentation.**

Birth Certificates

1. Only a parent(s), legal guardian (if the child is under 18), or the named individual (if 18 or older) may change the birth certificate.
2. **The proof(s) must match** the asserted fact(s). For example, if the affidavit says the name should be Mary Ann Doe, the proof must show the name to be Mary Ann Doe.
3. Proof documentation must be five or more years old or established within five years of birth.
4. This affidavit cannot be used to add a parent to a birth certificate (use Acknowledgment of Parentage form DOH 422-159).

Child under 18

- If legal guardian(s), include certified court order proving guardianship.
- Up to age one or up to one year following the filing of an Acknowledgment of Parentage form, last name can be changed once to either parents' name on certificate (can be any combination of the first, middle or last names); thereafter, a court order is required to change the last name.
- No proof is required to change the first or middle name.*
- To correct parent's information, one proof documentation is required.
- To correct the sex of the child, one proof documentation from a medical provider is required.
- To change any part of the name of a child using this form, **signatures from both parents listed on the certificate are required.** If one parent is deceased, submit a death certificate with request.

Adult (18 years or older)

- Only the adult can change his or her birth certificate.
- If the first or middle name is missing, three pieces of proof documentation are required.
- If the first, middle and/or last name is misspelled, or month and/or day of birth is incorrect, two pieces of proof documentation are required.
- To correct parent's birth date, place of birth, or name, one proof documentation is required.

Death Certificates

1. Only the informant may change the non-medical information without proof documentation. The funeral director, executors/administrators, or a family member may change the non-medical information with proof documentation. Family members are spouse or registered domestic partner, parent, sibling, or adult child or stepchild. Marital status requires a certified court order if someone other than the informant is requesting the change.
2. The medical information (cause of death) may be changed only by the certifying physician or the coroner/medical examiner.

Marriage/Dissolution (Divorce) Certificates

1. Personal facts (minor spelling changes in name, date or place of birth, or residence) may be changed by the person with one piece of proof documentation.
2. To change the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must complete and submit the affidavit.

***CERTIFIED***

OCT 05 2021

Howard Leibrand
Skagit County Health Department
Howard Leibrand M.D., Health Officer



0 5 1 6 4 2 3 6

Certificate not valid unless the Seal of the State of
Washington changes color when heat applied.

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH



CERTIFICATE NUMBER: 2021-049301

DATE ISSUED: 10/05/2021
FEE NUMBER:FIRST AND MIDDLE NAME(S): EDWARD WILLIAM
LAST NAME(S): JAMESCOUNTY OF DEATH: SKAGIT
DATE OF DEATH: SEPTEMBER 28, 2021
HOUR OF DEATH: 12:43 PM
SEX: MALE AGE: 87 YEARS
SOCIAL SECURITY NUMBER: [REDACTED]HISPANIC ORIGIN: NO, NOT SPANISH/HISPANIC/LATINO
RACE: WHITEBIRTH DATE: [REDACTED]
BIRTHPLACE: RAPID CITY, SDMARITAL STATUS: MARRIED
SURVIVING SPOUSE: JOAN ADELE STENBERGOCCUPATION: EDUCATOR
INDUSTRY: INDUSTRIAL ARTS
EDUCATION: MASTER'S DEGREE
US ARMED FORCES: NOINFORMANT: JOAN ADELE JAMES
RELATIONSHIP: SPOUSE
ADDRESS: 6860 SALMON BEACH RD ANACORTES, WA 98221CAUSE OF DEATH:
A: SUDDEN CARDIAC ARREST
INTERVAL: IMMEDIATE
B: SYNCOPAL EVENT
INTERVAL: FEW HOURS
C:
INTERVAL:
D:
INTERVAL:OTHER CONDITIONS CONTRIBUTING TO DEATH: ABDOMINAL AORTIC
ANEURYSM, CORONARY ARTERY DISEASE, HYPERTENSION, HYPERLIPIDEMIADATE OF INJURY:
HOUR OF INJURY:
INJURY AT WORK:
PLACE OF INJURY:

LOCATION OF INJURY:

CITY, STATE, ZIP:
COUNTY:
DESCRIBE HOW INJURY OCCURRED:

IF TRANSPORTATION INJURY, SPECIFY: NOT APPLICABLE

PLACE OF DEATH: HOSPITAL
FACILITY OR ADDRESS: ISLAND HOSPITAL
CITY, STATE, ZIP: ANACORTES, WASHINGTON 98221RESIDENCE STREET: 6860 SALMON BEACH RD
CITY, STATE, ZIP: ANACORTES, WA 98221
INSIDE CITY LIMITS: YES COUNTY: SKAGIT
TRIBAL RESERVATION: NOT APPLICABLE
LENGTH OF TIME AT RESIDENCE: 30 YEARSFATHER: ALVIN EDWARD JAMES
MOTHER: THERESA [REDACTED]METHOD OF DISPOSITION: DONATION/MEDICAL RESEARCH
PLACE OF DISPOSITION: SCIENCE CARE ANATOMICALCITY, STATE: PHOENIX, ARIZONA
DISPOSITION DATE: OCTOBER 04, 2021

FUNERAL FACILITY: FIRST CALL PLUS OF WASHINGTON

ADDRESS: 6942 S 196TH ST
CITY, STATE, ZIP: KENT, WASHINGTON 98032
FUNERAL DIRECTOR: JAMES D. STARKMANNER OF DEATH: NATURAL
AUTOPSY: NO
WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE
CAUSE OF DEATH: NOT APPLICABLE
DID TOBACCO USE CONTRIBUTE TO DEATH: NO
PREGNANCY STATUS IF FEMALE: NO RESPONSECERTIFIER NAME: KATRINA GARDNER, MD
TITLE: PHYSICIAN
CERTIFIER ADDRESS: 2511 M AVENUE, SUITE A
CITY, STATE, ZIP: ANACORTES, WASHINGTON 98221
DATE SIGNED: OCTOBER 01, 2021CASE REFERRED TO ME/CORONER: NO
FILE NUMBER: NOT APPLICABLE
ATTENDING PHYSICIAN: KATRINA GARDNER, PHYSICIANLOCAL DEPUTY REGISTRAR: BELEN MARTINEZ
DATE RECEIVED: OCTOBER 04, 2021

THE EDWARD W. JAMES AND JOAN A. JAMES FAMILY TRUST

THIS TRUST AGREEMENT is entered into by and between EDWARD W. JAMES and JOAN A. JAMES, husband and wife, as the Settlers, and EDWARD W. JAMES and JOAN A. JAMES, collectively referred to herein as the Trustee. The name of this Trust is "THE EDWARD W. JAMES AND JOAN A. JAMES FAMILY TRUST." For convenience, this Trust may be referred to as "THE JAMES FAMILY TRUST."

The material purposes of this Trust are set forth throughout the Trust Agreement and include, but are not limited to:

- The management by Trustee of Settlers' assets during Settlers' lifetime.
- The payment of income and principal to Settlers.
- The non-judicial administration and distribution of Settlers' assets upon the death of Settlers in the manner set forth in the Trust.
- Avoiding probate at a Settlor's death.
- Avoiding a conservatorship proceeding upon a Settlor's incapacity.
- The relative ease of asset management by the Trustee or Successor Trustee.
- The appointment of certain persons or organizations as Trustees and/or Successor Trustees.
- The reduction or elimination of estate taxes by the optional use of a disclaimer trust.

ARTICLE I

TRUST PROPERTY

The Settlers hereby transfer to the Trustee the property described in Schedule A, attached hereto, which is the community property of the Settlers. Settlor EDWARD W. JAMES transfers to the Trustee the property described in Schedule B, which is his separate property. Settlor JOAN A. JAMES transfers to the Trustee the property described in Schedule C, which is her separate property. Such property together with any other property that may later become subject to the Trust, and the investments and

husband-Settlor and the wife-Settlor such sums from the principal of his or her respective separate portion of the Trust Estate as he or she may, from time to time, request.

C. In addition, if at any time in the discretion of the Trustee, the Settlers should be in need of funds for their proper medical care, maintenance and support, the Trustee may, in the Trustee's discretion, pay to or apply for their benefit such sums from the principal of the community portion of the Trust Estate, and pay to or apply for the benefit of the husband-Settlor or wife Settlor, as the case may be, such sums from the principal of their respective separate portions of the Trust Estate as the Trustee deems necessary or advisable for such purposes; provided, however, no part of the principal of their respective separate portions of the Trust Estate shall be paid to or applied for the benefit of the Settlers so long as it is practical to make such distributions from the principal of the community portion of the Trust Estate. In making any payments of principal to or for the benefit of the Settlers under this paragraph, the Trustee shall take into consideration, to the extent the Trustee deems advisable, any other resources of the Settlers, outside this Trust, known to the Trustee.

D. Except as otherwise provided herein, in the event that a Settlor is determined to be unable to manage his or her affairs, the Trustee shall have the right and power to transfer any or all of the assets of the Trust Estate to an irrevocable trust. Any such irrevocable trust shall have the same distribution provisions which are set forth in this Trust agreement which control the administration and distribution of the assets while both Settlers are living and upon the death of the first Settlor to die and upon the death of the last Settlor to die. The estate planning purpose for this irrevocable trust is to preserve the assets of Settlers in order to pass those assets to the duly designated beneficiaries of Settlers.

ARTICLE III

UPON THE DEATH OF ONE SETTLOR; PAYMENT OF ESTATE TAX; DISCLAIMER BY SURVIVING SETTLOR

A. Payment of Estate Taxes and Expenses. Upon the death of the first Settlor to die, and prior to any division of the Trust Estate that may occur, as provided below, the Trustee shall pay from the principal of the Trust Estate all inheritance, estate or other death taxes that by reason of the deceased Settlor's death are attributable, on a pro rata

basis, to the Trust Estate, including any interest or penalties thereon. In addition, the Trustee may, if the Trustee deems advisable, pay from the principal of the Trust Estate the expenses of the deceased Settlor's funeral, burial, and last illness, the debts, liabilities and expenses of administration of, and claims against, the deceased Settlor's estate, and all inheritance, estate or other death taxes that by reason of the deceased Settlor's death, are attributable, on a pro rata basis, to the deceased Settlor's probate estate and to any transfers of property (other than this Trust) outside the deceased Settlor's probate estate, including any interest and penalties thereon. Anything hereinabove to the contrary notwithstanding, in the event any or all of the above payments made by the Trustee affects the availability of the Marital Deduction, then all expenses shall be paid out of the deceased Settlor's gross estate. In any event, no such payments shall be made out of the Trust property not includable in the deceased Settlor's gross estate for federal estate tax purposes.

B. Specific Distributions. If the husband-Settlor is the first Settlor to die, the Trustee shall distribute those specific items or amounts of money listed on Schedule "D", attached hereto, to those persons, if living, or organizations which are listed by husband-Settlor on Schedule "D". If the wife-Settlor is the first Settlor to die, the Trustee shall distribute those specific items or amounts of money listed on Schedule "E", attached hereto, to those persons, if living, or organizations which are listed by wife-Settlor on Schedule "E". If a person listed on Schedule "D" or "E" is not then living, or the organization is no longer in existence, then the gift to such person or organization, as the case may be, shall lapse and such gift shall be added to the residual trust estate and be distributed as set forth hereunder.

C. Disclaimer by Surviving Settlor. The surviving Settlor shall have the right, but not the obligation, to disclaim any part or all of the Trust Estate. If any such disclaimer is a "qualified disclaimer" within the meaning of Section 2518 of the Internal Revenue Code, then that part which is disclaimed by the surviving Settlor shall be held in a separate trust which shall be called hereafter the "Disclaimer Trust" and the remainder of the Trust Estate shall be held in the "Survivor's Trust". These two trusts shall be administered as hereinafter set forth.

1. Disclaimer Trust. The Trustee shall allocate to the Disclaimer Trust all of that portion which shall be disclaimed by the surviving Settlor which shall be subject to the qualified disclaimer. For purposes of the administration of the Disclaimer Trust, the

surviving Settlor shall not be deemed to have predeceased the deceased Settlor by reason of having disclaimed any part or all of the Trust Estate. The Disclaimer Trust shall be irrevocable and unchangeable. This Trust may be referred to as "THE JAMES DISCLAIMER TRUST."

2. Survivor's Trust. The Trustee shall allocate to the Survivor's Trust the balance of the Trust Estate. Once all allocations have been made to the respective trusts hereunder, this Survivor's Trust may be amended or revoked at any time by the surviving Settlor. This Trust may be referred to as "THE JAMES SURVIVOR'S TRUST."

3. Election to Not Divide the Trust Estate. If the surviving Settlor elects to not divide the Trust Estate into the Disclaimer Trust and the Survivor's Trust, then this Trust shall continue in effect as a revocable Trust using the name as set forth on page 1 of this Trust Agreement. The Surviving Settlor shall have the power to revoke this Trust or amend any provision hereof, as set forth in Article X. The Trustee shall pay to or apply for the benefit of the Surviving Settlor as much of the income and principal from the Trust as the Trustee, in its sole discretion, deems appropriate for his or her proper medical care, maintenance, and support. Furthermore, for any additional terms regarding the administration of the trust contemplated herein, the terms set forth in this Trust Agreement for the administration of the Survivor's Trust shall control.

D. Principal Place of Residence. Regardless of which Trust holds the principal place of residence, the surviving Settlor shall have during his or her lifetime, the right to possess and use any real property held by the Trustee which the Settlor were using as a principal place of residence at the death of the deceased Settlor, together with any property related or appurtenant thereto which can be used for such purpose. If the residence is in the Survivor's Trust, then any of the provisions governing the administration and distribution of the residence may be changed or amended by the surviving Settlor. However, this right to use and possession shall be free from any liability for payment of rent regardless of which trust holds the residence. The surviving Settlor shall be responsible for the payment, out of his or her funds, of all property taxes, assessments, insurance, maintenance and repairs on the property. If the residence is not maintained or expenses paid, then the Trustee may use whatever funds are available to maintain or pay expenses of the residence. The surviving Settlor must reimburse the Trustee within thirty (30) days from the receipt of written notice by the Trustee. If not paid, then any such amount shall become a lien or encumbrance against the residence and

shall be repaid to the Trustee upon the sale of the residence or death of the surviving Settlor, whichever occurs first. If any such amounts remain unpaid for more than six (6) months, then, at the Trustee's discretion, the surviving Settlor forfeits the right to use and possess the residence and the Trustee may sell said residence.

The surviving Settlor shall have the right to sell any such residence. Except as otherwise provided herein, the Trustee shall manage the residence like any other asset of the Trust, but shall not sell the residence without first obtaining the consent of the surviving Settlor. If the residence is sold, the surviving Settlor may require the Trustee to purchase a replacement residence with the net proceeds. The legal ownership of such replacement residence shall be the same as the original residence just prior to the sale of the original residence. The purchase price of any replacement residence shall not exceed the net proceeds from the sale of the original residence. Any net proceeds not used to purchase a replacement residence shall be held, administered and distributed pursuant to the provisions set forth herein for whichever trust holds said residence.

ARTICLE IV

MANAGEMENT AND DISTRIBUTION OF SURVIVOR'S TRUST

The Trustee shall hold, administer and distribute the Survivor's Trust as follows:

A. During the Lifetime of the Surviving Settlor. The Trustee may pay to or apply for the benefit of the surviving Settlor the entire net income from the Survivor's Trust in annual or more frequent installments as the surviving Settlor may direct. In addition, if at any time in the discretion of the Trustee, the surviving Settlor should be in need of funds for his or her proper medical care, maintenance and support, the Trustee may pay to him or her, or apply for his or her benefit such sums from the principal of the Survivor's Trust as the Trustee deems necessary or advisable for such purposes. In making any payments of principal to or for the benefit of the surviving Settlor under this paragraph, the Trustee shall take into consideration, to the extent the Trustee deems advisable, any other resources of the surviving Settlor, outside this Trust, known to the Trustee. The Trustee shall also pay to or apply for the benefit of the surviving Settlor such sums from the principal of the Survivor's Trust as the surviving Settlor may, from time to time, request in writing.

ARTICLE V

MANAGEMENT AND DISTRIBUTION OF DISCLAIMER TRUST; DISTRIBUTION UPON THE DEATH OF THE SURVIVING SETTLOR

A. During the Lifetime of the Surviving Settlor. During the lifetime of the surviving Settlor, the Trustee shall hold, administer and distribute the Disclaimer Trust as follows:

1. The Trustee may pay to or apply for the benefit of the surviving Settlor the entire net income from the Disclaimer Trust in annual or more frequent installments as the surviving Settlor may direct.

2. In addition, if at any time in the discretion of the Trustee, the surviving Settlor should be in need of funds for his or her proper medical care, maintenance and support, the Trustee may pay to him or her, or apply for his or her benefit, such sums from the principal of the Disclaimer Trust as the Trustee deems necessary or advisable for such purposes; provided, however, no part of the principal of the Disclaimer Trust shall be paid to or applied for the benefit of the surviving Settlor so long as it is practical to make such distributions from the principal of the Survivor's Trust. In making any payments of principal to or for the benefit of the surviving Settlor under this paragraph, the Trustee shall take into consideration, to the extent the Trustee deems advisable, any other resources of the surviving Settlor, outside this Trust, known to the Trustee.

B. Upon the Death of the Surviving Settlor. Upon the death of the surviving Settlor, the Trustee shall hold, administer and distribute the Trust Estate, including the Survivor's Trust (unless the Survivor's Trust has otherwise been amended by the surviving Settlor, in which case, distribution of the Survivor's Trust shall be as set forth in any such amendment) and the Disclaimer Trust as follows. Except as otherwise provided herein, any distribution to a beneficiary shall be subject to the provisions of paragraph B.3. of this Article V.

1. Specific Distributions. If the husband-Settlor is the last Settlor to die, the Trustee shall distribute those specific items or amounts of money listed on Schedule "D", attached hereto, to those persons, if living, or organizations which are listed by husband-Settlor on Schedule "D". If the wife-Settlor is the last Settlor to die, the Trustee shall distribute those specific items or amounts of money listed on Schedule "E", attached

C. Distribution in the Event All of Settlers' Beneficiaries are Deceased. If at any time after the death of the surviving Settlor, or at any later time before full distribution of the Trust, all the Settlers' beneficiaries are deceased or not in existence, except as otherwise specifically provided for by the foregoing provisions, the husband-Settlor's property shall thereupon be distributed to those persons who would then be the heirs of the husband-Settlor and the wife-Settlor's property to those persons who would then be the heirs of the wife-Settlor, their identities and respective shares to be determined as though the deaths of the Settlers had then occurred and according to the laws of the State of domicile then in effect relating to the succession of separate property.

D. Non-Contestation. Settlers have purposely made no provision for any other person, whether claiming to be an heir or beneficiary of Settlers or not. If any person, whether a beneficiary under this Trust Agreement or not, shall contest this Trust Agreement or object to any of the provisions hereof, Trustee is hereby directed from Settlers to give to such person so contesting or objecting the sum of One Dollar (\$1.00) and no more. This One Dollar (\$1.00) distribution shall be considered in lieu of any provision which Settlers have made or might have made herein or have not made for such person so contesting or objecting.

E. Simultaneous Death. If the Settlers should die simultaneously or under such circumstances as to render it impossible or difficult to determine who predeceased the other, then it shall be conclusively presumed that the husband-Settlor predeceased the wife-Settlor notwithstanding the provisions of any law establishing a different presumption or order of death or providing for survivorship for a fixed period as a condition of inheritance of property.

ARTICLE VI

POWERS OF TRUSTEE

While the Settlers are administering the Trust Estate as Co-Trustees, any powers and discretion granted to or vested in the Co-Trustees by law or under this Trust Agreement may be exercised by the Co-Trustees jointly, or by either of them individually, and the exercise of any power or discretion by one Co-Trustee in such case shall have the same force and effect as if exercised by both Co-Trustees.

If at any time a person serves as a Co-Trustee of this Trust with one or both of the Settlers, then any powers and discretion granted to or vested in the Co-Trustees by law or under this Trust Agreement may be exercised by the Co-Trustees jointly, or by any of them individually, and the exercise of any power or discretion by any one of the Co-Trustees in such case shall have the same force and effect as if exercised by all Co-Trustees.

If any person serves as a Co-Trustee of this Trust without at least one of the Settlers, then any powers and discretion granted to or vested in the Co-Trustees by law or under this Trust Agreement may be exercised by the Co-Trustees jointly, or by any of them individually, and the exercise of any power or discretion by any one of the Co-Trustees in such case shall have the same force and effect as if exercised by all Co-Trustees.

With respect to each Trust created by this Trust Agreement, and the property of each Trust, the Trustee shall have, in addition to all other powers and discretion granted to or vested in the Trustee by law or by this Trust Agreement, all the rights, powers and discretion that an absolute owner of such property would have, including, but without limitation, the following:

A. To retain any property transferred, devised, or bequeathed to the Trustee, or any undivided interest therein, including the stock of any corporate Trustee, and general and limited partnership interests, regardless of any lack of diversification, risk, or non-productivity; provided, however, any beneficiary or beneficiaries entitled to receive income from any Trust created hereunder shall have the unrestricted right, at all times, to require the Trustee to make unproductive property productive or convert it to productive property within a reasonable time.

B. To invest, and reinvest Trust property, both principal and undistributed income, in any property or undivided interests therein, wherever located, including bonds, secured or unsecured notes, stock of corporations (including stock of any corporate Trustee), real estate or any interest therein, and interests in trusts (including common trust funds of any corporate Trustee), without being limited by any statute or rule of law concerning investments by Trustee, and to hold on deposit or to deposit any funds in one or more

banks, credit unions, savings and loans, or other financial institutions (including any Trustee bank), in any form of account whether or not interest-bearing.

C. To sell, transfer, and convey any property of the Trust for cash or on credit at public or private sale; to purchase stocks on margin and operate a margin account; to exchange any property of the Trust for other property; to grant options to purchase or acquire any property of the Trust (including options exercisable after the termination of the Trust), and to determine the prices and terms of sales, exchanges and options; to lease for any period (including periods extending beyond the termination of this Trust) all or part of the property of the Trust upon such terms and conditions and for such consideration as the Trustee may deem advisable; to abandon items of Trust property deemed by the Trustee to be worthless or burdensome. To execute and deliver deeds, checking accounts, saving accounts, credit union accounts, ownership of policies of life insurance, time certificates of deposits, stock and bond powers, 401(k)s, IRAs, and any other retirement plans, assignment of notes, mortgages, patents, contracts, deeds of trust, covenants, royalties, indentures and agreements, and any other assets, property right or things of value.

D. To develop, improve, lease, partition, abandon, subdivide, dedicate as parks, streets and alleys, and grant easements and rights-of-way with respect to any real property or improvements of the Trust, and to improve, construct, repair, alter, reconstruct, or demolish any such improvements.

E. To borrow money and to mortgage or pledge any property of the Trust, and to advance and lend the Trustee's own monies to the Trust and to charge the amount of such advancement or loan and interest thereon as a first lien against Trust property.

F. To operate and manage, at the sole risk of the Trust and not at the risk of the Trustee, any property or business received in trust either as a stockholder, partner or principal, so long as the Trustee deems necessary or advisable; to exercise all powers and execute all documents in furtherance of these activities.

G. To hold the assets of the several Trusts, shares or portions of Trusts created by this Trust Agreement as a single fund for joint investment and management without the need for physical segregation, dividing the income proportionately among

them. Segregation of the various Trusts, shares or portions need only be made on the books of the Trustee for accounting purposes.

H. To carry, at the expense of the Trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect Trust property and the Trustee against any hazard, and to purchase policies of insurance on the life of any beneficiary of the Trust, and to continue in effect or to terminate any life insurance policy which may be owned or held by the Trust, and to pay, from income or principal, any premiums or other charges, and to exercise any and all rights or incidents of ownership in connection therewith; provided, however, the Trustee shall not apply any income or principal of the Survivor's Trust in payment of premiums or other charges on any such life insurance policies without the written consent of the surviving Settlor.

I. To pay all costs, charges, taxes, and expenses of the Trust, including a reasonable compensation to the Trustee for services hereunder, and to employ and compensate attorneys, accountants, and agents. Unless the Trustee's compensation is otherwise provided for in the Trust, reasonable compensation shall be the greater of (1) \$50 per hour, or (2) the hourly wage or salary equivalent which the Trustee customarily receives in his or her regular employment, or (3) if the Trustee is a corporate Trustee, then the standard fee schedule for said corporate Trustee.

J. To apportion receipts and disbursements of the Trust between principal and income on a reasonable basis, giving consideration, to the extent the Trustee deems advisable, to the Trustee's usual accounting practices and the official text of the Uniform Principal and Income Act, as revised from time to time by the National Conference of Commissioners on Uniform State Laws.

K. To commence or defend such litigation with respect to the Trust or any property of the Trust as the Trustee may deem advisable, at the expense of the Trust, and to compromise, abandon or otherwise adjust any claims or litigation against or in favor of the Trust.

L. To keep any property of the Trust in the name of a nominee with or without disclosure of any fiduciary relationship, except as may be required by the provisions of any applicable law or regulation.

M. To have the power to give proxies, pay assessments, or to expend any sums deemed necessary by the Trustee and to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and to participate in and deposit securities with any creditors, bondholders, stockholders, or other protective committee.

N. To make any distribution or division of Trust property in cash or in kind, or both, and to allot different kinds of disproportionate shares of property or undivided interests in property among the beneficiaries or portions, and to determine the value of any such property; and to continue to exercise any powers and discretion herein given for a reasonable period after the termination of the Trust, but only for so long as no rule of law relating to perpetuities would be violated.

O. To purchase United States Treasury bonds for the Trust Estate, redeemable at par for payment of federal estate taxes, if the Trustee receives notice from the family or principal physician of either Settlor that he or she has a limited life expectancy. The Trustee may obtain funds for the purchase of such bonds either by selling assets of the Trust Estate or by borrowing funds and pledging or otherwise encumbering assets of the Trust Estate to secure such loans. If Co-Trustees are administering the Trust Estate, any power or discretion set forth in this paragraph may be exercised by the Co-Trustees jointly, or by one of them individually, and the exercise of any power or discretion by one Co-Trustee shall have the same force and effect as if exercised by the Co-Trustees jointly.

P. To purchase from, sell to, borrow from, lend to, or otherwise deal with any beneficiary of the Trust, or the Personal Representative or conservator of any beneficiary's estate, or any corporation, association, partnership, estate, trust or firm with which the Trustee or any beneficiary may be affiliated or in which the Trustee may have an interest.

Q. While one or both Settlers are still living, to continue any gifting program which Settlers may have instituted for and on behalf of any person, whether or not such person is a remainder beneficiary of this Trust. Any such continuation shall be in conformance with the amounts, manner, frequency, and procedure as has been established by Settlers or Settlor.

R. Receive and Exchange Information. Settlers intend that the Trustee or Successor Trustee be treated as Settlers would be with respect to Settlers' rights regarding the use and disclosure of Settlers' health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 130d and 45 CFR 160-164. The Trustee is authorized to receive information in Settlers' health care records and exchange information with any of Settlers' health care providers such as physicians, health care professionals, dentists, health plans, hospitals, clinics, laboratories, pharmacies, or other health care providers, any insurance company, and the Medical Information Bureau, Inc., or other health care clearing house, including information regarding Settlers' health history; any diagnosis, treatment or prognosis Settlers have had; even if such includes information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV), behavioral or mental health services, or treatment for alcohol and drug abuse. Settlers understand that once the above information is disclosed, it may be redisclosed by the Trustee and the information may not be protected by federal privacy laws or regulations. Settlers understand authorizing the use or disclosure of this information identified is voluntary. The authority given to Trustee has no expiration date and shall expire only if Settlers revoke the authority in writing.

Regardless of any other provision contained herein to the contrary, when in the process of determining a Settlor's incapacity, all individually identifiable health information and medical records may be released to the person who is nominated as the Successor Trustee, including any written opinion relating to a Settlor's incapacity that the person so nominated may have requested.

S. To have the power to access, use and control Settlers' digital devices including, but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops for the purpose of accessing, modifying, deleting, controlling or transferring Settlers' digital assets. The Trustee shall also have the power to access, modify, delete, control and transfer Settlers' digital assets including, but not limited to, email content, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate

programs, other online accounts and similar digital items which currently exist or may exist as technology develops or such comparable items as technology develops.

Anything to the contrary hereinabove in this Article VI notwithstanding, the Trustee shall be required to strictly follow any restrictions placed upon the use of funds allocated to the Trust.

ARTICLE VII

MISCELLANEOUS PROVISIONS

The following additional provisions shall apply to the Trusts created herein:

A. As used herein, the terms "issue" and "descendant" shall refer to lineal descendants of all degrees, and the terms "child", "children", "issue" and "descendant" shall include adopted persons.

B. The interest of any beneficiary in the principal or income of the Trust shall not be subject to claims of his or her creditors, or others, or liable to attachment, execution, or other process of law, and no beneficiary shall have any right to assign, transfer, encumber or hypothecate his or her interest in the principal or income of the Trust in any manner, except as may be provided elsewhere herein. This spendthrift provision shall be considered a material purpose of this Trust.

C. In no case shall any person to whom any part of the property of the Trust shall be paid, conveyed, delivered, sold, leased, mortgaged, pledged or otherwise encumbered, or who shall otherwise deal with the Trustee with respect thereto, be obliged to inquire into the authority of the Trustee or obliged to see to the application of any money or property delivered to the Trustee.

D. Until the Trustee shall receive written notice of any birth, marriage, death or other event upon which the right to receive payments from the Trust may depend, the Trustee shall incur no liability for disbursements made in good faith to persons whose interests may have been affected by that event.

D. Upon receipt of proof of death of an insured Settlor, the Trustee shall use reasonable efforts to collect all sums payable on such policies, which sums, upon receipt, shall be held as principal of the Trust Estate, except interest paid by the insurer which shall be held as income. The Trustee shall have full authority to make any compromise or settlement with respect to any such policies and to give to the insurance companies all the releases and acquittances required by such insurance companies for a full discharge of their liabilities and obligations under such policies. No insurance company shall be required to inquire into or take notice of any of the provisions of this Trust Agreement or to see to the application or disposition of the proceeds of such policies. Any release of the Trustee to any insurance company shall fully and completely discharge it for any payment so made and shall be binding upon every beneficiary under this Trust Agreement.

ARTICLE IX

IDENTIFICATION OF TRUSTEE; SUCCESSOR TRUSTEE

The term "the Trustee" as used in this Trust Agreement shall include Co-Trustees, where applicable, and any successor Trustee named in this Article or appointed pursuant to the following provisions and any successor to the business of any corporate Trustee whether by reorganization or otherwise. Each successor Trustee shall have all the rights, privileges and powers herein granted to the original Trustee, and shall have all of the duties and obligations imposed upon the original Trustee. No significance is to be attached to the use of the singular or plural designation in this Trust Agreement, and each designation shall be construed to include the other where appropriate.

A. EDWARD W. JAMES and JOAN A. JAMES shall serve as the Trustees of this Trust. Upon the relinquishment of the duties of Trustee of both EDWARD W. JAMES and JOAN A. JAMES, as set forth below, the following individual(s) or organization(s) shall serve as successor Trustee(s) of the Trust, in the order named:

FIRST: PEGGY JO TRISH, Aspen, CO, GENE EDWARD JAMES, Friday Harbor, WA,
and NATALIE KATHERINE BURKE, Vancouver, WA, serving together, or
independently, as successor co-Trustees

SECOND: The remaining first successor co-Trustees

IN WITNESS WHEREOF, the Settlers and the Trustees have hereunto set their hands, this 14 day of MARCH, 2018.

Edward W. James, Settlor
EDWARD W. JAMES, Settlor

Joan A. James, Settlor
JOAN A. JAMES, Settlor

ACCEPTED:

Edward W. James, Trustee
EDWARD W. JAMES, Trustee

Joan A. James, Trustee
JOAN A. JAMES, Trustee

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 14 day of MARCH, 2018, by EDWARD W. JAMES and JOAN A. JAMES, in the capacity of Settlers and Trustees.

Keith R. Dorson
Notary Public My Commission Expires:

