

When recorded return to:

Alice Simmons
P.O. Box 951
Girdwood, AK 99587

Real Estate Excise Tax
Exempt
Skagit County Treasurer
By Kaylee Oudman
Affidavit No. 20235500
Date 02/16/2023

AFFIDAVIT: LACK OF PROBATE
(With Statement of Community Property)

GRANTOR:	GERALD T. SIMMONS, now deceased
GRANTEE:	ALICE S. F. SIMMONS, surviving spouse
Abbreviated Legal:	Ptn Section 9, Township 36 North, Range 1 East, W.M.
Additional Legal on:	Exhibit "B"
Assessor's Tax Parcel Nos.:	P46339, P125046, P125049, P133188

ALICE S. F. SIMMONS, being first duly sworn, deposes and says:

The undersigned Affiant is the rightful heir, as listed in the section entitled Heirs at Law below, to the real property described below, and is the surviving spouse of **GERALD T. SIMMONS** who died on September 12, 2020, at Anchorage, Borough of Anchorage, Alaska. A certified copy of the Death Certificate is attached hereto as Exhibit "A."

Real Property Description

See Exhibit "B" attached hereto and incorporated herein by this reference.

Status of Will

Decedent also left a Last Will and Testament in favor of the surviving spouse, which has not been probated or revoked, a copy of which is attached as Exhibit "C".

Heirs At Law

Affiant hereby identifies all heirs at law of the Decedent:

Name and Address	Age	Relationship to Decedent
Alice S.F. Simmons P.O. Box 951 Girdwood, AK 99587	Adult	Surviving Spouse
Gregory F. Simmons KLOSTERGATAN 6 77672 LANGSHYTTAN SWEDEN	Adult	Son
Elizabeth Thomas P.O. Box 733 Girdwood, AK 99587	Adult	Daughter
Colleen F. Simmons P.O. Box 1611 Bellingham, WA 98227	Adult	Daughter

The Affiant states of her own knowledge that each of the obligations of the Estate of Gerald T. Simmons, including but not limited to the debts of the Decedent, last illness, funeral and burial, promissory notes, installment contracts, mortgages, income tax, and state and federal succession taxes, if any, have been paid in full or provided for by the Affiant.

This Affidavit is made as an inducement to each purchaser and each title insurer of the above-described property to treat the title thereto, or title to an interest therein, relieved from interference of the said Decedent, his heirs, creditors, and the taxing authorities.

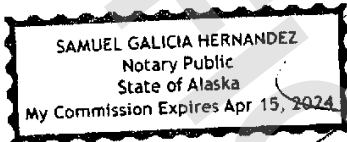
DATED this 3 day of February, 2023.

Alice S. Simmons
ALICE S. F. SIMMONS, Affiant

State of Alaska)
):ss
Borough of Anchorage)

I certify that I know or have satisfactory evidence that **ALICE S. F. SIMMONS**, is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes in the instrument.

Dated this 3rd day of February, 2023.



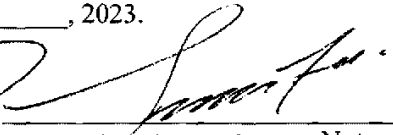

Samuel Galicia Hernandez, Notary Public
My appointment expires 4/15/2024

Exhibit "A"
Death Certificate

Exhibit "A"
Death Certificate

STATE OF ALASKA

CERTIFICATION OF VITAL RECORD

STATE OF ALASKA

ALASKA DEPARTMENT OF HEALTH AND SOCIAL SERVICES - BUREAU OF VITAL STATISTICS
P.O. Box 110675, Juneau, AK 99811-0675

DATE FILED 09/30/2020		STATE FILE NO. 2020003158	
1. DECEDENT'S LEGAL NAME (Include AKAs if any) (First, Middle, Last) GERALD THOMAS SIMMONS			
4a. AGE-Last Birthday (Years) 73		2. SEX MALE	
4b. UNDER 1 YEAR Months: 0 Days: 0		5. DATE OF BIRTH (MM/DD/YY) 09/12/2020	
4c. UNDER 1 DAY Hours: 0 Minutes: 0		6. BIRTH-PLACE (City and State or Foreign Country) JUNEAU, ALASKA	
7a. RESIDENCE-STATE ALASKA		7b. COUNTY ANCHORAGE	
7c. CITY OR TOWN ANCHORAGE		7d. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
7e. STREET AND NUMBER 7691 WINCHESTER STREET		7f. ZIP CODE 99507	
8. EVER IN US ARMED FORCES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		9. MARITAL STATUS AT TIME OF DEATH MARRIED	
11. FATHER'S NAME (First, Middle, Last) RICHARD W SIMMONS		10. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage) ALICE SUSAN FORBES	
13a. INFORMANT'S NAME ALICE S F SIMMONS		12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last) JEAN R	
13b. RELATIONSHIP TO DECEDENT SPOUSE		13c. MAILING ADDRESS (Street and Number, City, State, Zip Code) PO BOX 951 GIRDWOOD, ALASKA 99587	
14. DECEDENT'S EDUCATION: 6 BACHELORS DEGREE (E.G., BA, AB, BS)		17. DECEDENT'S USUAL OCCUPATION MANAGEMENT	
15. DECEDENT OF HISPANIC ORIGIN: <input checked="" type="checkbox"/> No, not Spanish/Hispanic/Latino(a) <input type="checkbox"/> Yes, Mexican, Mexican-American, Chicano(a) <input type="checkbox"/> Yes, Puerto Rican <input type="checkbox"/> Yes, Cuban <input type="checkbox"/> Yes, other Spanish/Hispanic/Latino(a)		18. KIND OF BUSINESS OR INDUSTRY REFRIGERATED WAREHOUSE	
16. DECEDENT'S RACE: <input checked="" type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> American Indian or Alaskan Native (Name of the enrolled or principal tribe) <input type="checkbox"/> Asian-Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Other Asian (Specify)		17. DECEDENT'S USUAL OCCUPATION MANAGEMENT	
19. PLACE OF DEATH RESIDENCE		21. CITY OR TOWN, STATE AND ZIP CODE ANCHORAGE, ALASKA 99507	
20. FACILITY NAME (If not institution, give street & number) 7691 WINCHESTER STREET		22. COUNTY OF DEATH ANCHORAGE	
23. METHOD OF DISPOSITION: <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from State <input type="checkbox"/> Other (Specify)		24. PLACE OF DISPOSITION CREMATION SOCIETY OF ALASKA	
25. LOCATION - CITY, TOWN AND STATE ANCHORAGE, AK		26. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY CREMATION SOCIETY OF ALASKA 1306 E 74TH AVENUE ANCHORAGE, ALASKA 99518	
27. NAME OF FUNERAL SERVICE LICENSEE OR OTHER AGENT (SIGNATURE ON FILE) AMANDA K. HASARA		28. LICENSE NUMBER (Of Licensee) 385	
29. DATE PRONOUNCED DEAD (MM/DD/YY) 09/12/2020		30. TIME PRONOUNCED DEAD 05:00	
31. SIGNATURE OF PERSON PRONOUNCING DEATH (Only when applicable)		32. LICENSE NUMBER	
33. DATE SIGNED (MM/DD/YY)		34. ACTUAL OR PRESUMED DATE OF DEATH (MM/DD/YY) 09/12/2020	
35. ACTUAL OR PRESUMED TIME OF DEATH 05:00		36. WAS MEDICAL EXAMINER OR CORONER CONTACTED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
37. PART I. CAUSE OF DEATH a. ALZHEIMER'S DISEASE Due to (or as a consequence of): b. c. d.		Approximate interval: Onset to death: UNKNOWN	
PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause TUBULAR ADENOMA COLON		38. WAS AN AUTOPSY PERFORMED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
40. DID TOBACCO USE CONTRIBUTE TO DEATH? N		39. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? <input type="checkbox"/> Yes <input type="checkbox"/> No	
41. IF FEMALE (PREGNANCY STATUS) NOT APPLICABLE		42. MANNER OF DEATH NATURAL CAUSES	
43. DATE OF INJURY (MM/DD/YY)		44. TIME OF INJURY	
45. PLACE OF INJURY (e.g., Decedent's home, construction site, restaurant, wooded area)		46. INJURY AT WORK? <input type="checkbox"/> Yes <input type="checkbox"/> No	
47. LOCATION OF INJURY: (Street & Number, Apt. No., City or Town, State, Zip code)		49. IF TRANSPORTATION INJURY, SPECIFY: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify)	
48. DESCRIBE HOW INJURY OCCURRED		50. CERTIFIER CERTIFYING PHYSICIAN 50b. NAME OF CERTIFIER (SIGNATURE ON FILE) JOHAN MARTIN LUNDEBYE	
51. ADDRESS, AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH 11260 OLD SEWARD HWY ANCHORAGE AK 99515		52. LICENSE NUMBER 8263	
53. DATE CERTIFIED (MM/DD/YY) 09/25/2020		54. I CERTIFY THAT THIS IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE IN THE BUREAU OF VITAL STATISTICS, DEPARTMENT OF HEALTH AND SOCIAL SERVICES, JUNEAU, ALASKA.	

DATE ISSUED **September 30, 2020**

Christy J. Farr
State Registrar

This copy not valid unless prepared on engraved border displaying the date, seal and signature of the Alaska State Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



Exhibit "B"

Legal Description

PARCEL "A"

Beginning at the Southeast corner of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 9, Township 36 North, Range 1 East, W.M., as shown on Survey for Robert Shipp filed in Volume 11 of Surveys, page 21, under Auditor's File No. 9104090008, records of Skagit County, Washington;
thence South $89^{\circ}16'17''$ West, along the South line of said subdivision, a distance of 378.04 feet;
thence North $04^{\circ}31'06''$ West, a distance of 1,424.32 feet to the line of ordinary high tide of Rosario Strait, (shown approximately on said survey);
thence North $56^{\circ}41'46''$ East along said line of ordinary high tide, a distance of 128.11 feet; thence North $53^{\circ}25'24''$ East along ordinary high tide, a distance of 471.89 feet to the East line of said West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$;
thence South $00^{\circ}08'10''$ East along said East line, a distance of 1,766.63 feet to the point of beginning of this description.

TOGETHER WITH tidelands of the second class, as conveyed by the State of Washington, lying in front of, adjacent to and abutting upon the above-described tract.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and through a 30 foot wide strip of land lying 15 feet on each side of the following described centerline:

Beginning at the Southeast corner of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 9, Township 36 North, Range 1 East, W.M., as shown on survey for Robert Shipp filed in Volume 11 of Surveys, page 21, records of Skagit County, Washington;
thence South $89^{\circ}16'17''$ West, along the South line of said subdivision, a distance of 649.16 feet to the northwest corner of Tract 4, "SINCLAIR", according to the survey thereof recorded in Volume 3 of Surveys, page 121, under Auditor's File No. 8106180002, records of Skagit County, Washington, and the terminus of this centerline description.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The East 14.00 acres of Tract 4, "SINCLAIR", according to the survey thereof recorded in Volume 3 of Surveys, page 121, under Auditor's File No. 8106180002, being in Sections 9 and 10, Township 36 North, Range 1 East, W.M.
Situate in the County of Skagit, State of Washington.

Exhibit "C"
Last Will and Testament of
GERALD T. SIMMONS

Exhibit "C"
Last Will and Testament of Gerald T. Simmons

Last Will and Testament

OF
GERALD T. SIMMONS

I, GERALD T. SIMMONS, a resident of Whatcom County, Washington, do hereby make, publish and declare this my Last Will and Testament, and revoke all former Wills and Codicils.

I.

IDENTIFICATION OF FAMILY

I am a married man. My spouse's name is ALICE S.F. SIMMONS. We have three children: GREGORY F. SIMMONS, born October 22, 1981; ELIZABETH M. SIMMONS, born February 11, 1985; COLLEEN F. SIMMONS, born June 24, 1987. As used herein, the terms "child" or "children" shall include any child hereafter born to or adopted by me. Except as provided below, I make no provision in this Will for any child who survives me, whether named herein or hereafter born or adopted, nor for the descendants of any child who does not survive me.

II.

IDENTIFICATION OF PROPERTY

I intend by this Will to dispose of my separate property, my share of my spouse's and my community property, and that portion of our quasi-community property over which I have the power of disposition. I hereby confirm to my spouse my spouse's interest in our community property and my spouse's interest in any quasi-community property that I may own.

III.

SPECIFIC BEQUESTS

A. I give to my wife, ALICE S.F. SIMMONS, provided she survives me for sixty (60) days:

1. Life Insurance on Spouse. Any interest I may have in and to any policy of insurance upon my spouse's life or the life of any of our children.

LAST WILL AND TESTAMENT OF
GERALD T. SIMMONS - Page 1 of 15



2. Tangible Personal Property. All of my interest in any and all of our tangible personal property of every nature whatsoever, including without limitation, automobiles, boats, furniture, household furnishings, rugs, pictures, books, silverware, linen, china, glassware, art objects, wearing apparel, jewelry, sporting equipment and personal effects, and my interest in any property or liability insurance policy covering such items.

B. If my wife does not survive me for sixty (60) days:

1. Personal Property By Handwritten List. At my death, I may have prepared a handwritten and/or signed list defining the persons to whom I wish certain items of tangible personal property to pass. I intend that list to conform to R.C.W. 11.12.260 as a consequence of which the property listed thereon shall pass in accordance with such list.

2. Remaining Personal Property. I give to my children who survive me by sixty (60) days in equal shares, the balance of the property described in paragraph A.2, above, which is not disposed of by the list referred to in paragraph 1, above, subject to the following provisions:

(a) If any articles of personal property pass to more than one of my children, said children shall have one hundred twenty (120) days from the date of my death to divide such property among themselves. My personal representative shall represent any child under legal age or other legal disability in dividing such property. If such children do not agree among themselves to a division within that period, I give my personal representative authority to make an equitable division of such articles among such children and to sell unallocated items of personal property, adding to the residue of my estate the proceeds of such sales. In so doing, the personal representative may sell any or all of such property to one or more of my beneficiaries or to others.

(b) With respect to the share of any child under legal age or other legal disability, my personal representative is given the authority in her sole discretion to:

(i) Deliver all or part to any such child;

(ii) Place assets such as jewelry in safekeeping for the child and pay fees incurred;

(iii) Sell all or any part and distribute the proceeds to the child or add them to any trust fund for their benefit; or



(iv) Deliver all or any part to the guardian of their person or the person with whom they reside, and the receipt of such personal guardian or person shall be a complete discharge of my personal representative for the property delivered.

3. Insurance on Children. I give my interest in any insurance on the life of one of my children to such insured child.

IV.

RESIDUARY ESTATE

A. SPOUSE'S CREDIT TRUST

If my spouse survives me by sixty (60) days, I give the residue of my estate, including any property over which I have the power of disposition or appointment exercisable by Will, to my spouse ALICE S.F. SIMMONS as Trustee (the "Trustee") to be held, administered and distributed during the lifetime of my spouse, as provided in this Article IV and other applicable provisions of this Will.

A. Beneficiary; Purposes. My spouse shall be the primary beneficiary of this Trust and its purposes with respect to my spouse shall be to provide funds for my spouse's health, support and maintenance in reasonable comfort to the extent assets of the Marital Trust and my spouse's other resources are insufficient to maintain my spouse's accustomed standard of living. My children and descendants of deceased children shall be secondary beneficiaries of the Credit Trust and the purposes with respect to them shall be to provide for their health, support, maintenance and education. As used in this Will the term "education" shall mean elementary, high school, technical and preparatory schooling, college, university, graduate school and all other types of general or special educational training, including travel and recreational activities of an educational nature such as study programs, trips to foreign countries and summer camps.

B. Discretionary Distributions.

1. The Trustee shall distribute to each beneficiary such amounts as the Trustee deems advisable to accomplish trust purposes for each beneficiary. Distributions to the beneficiaries need not be equal, if in the absolute discretion of the Trustee the circumstances justify unequal distributions. If a non-spouse Trustee is appointed, with respect to distributions to my spouse or children, the Trustee shall give due consideration to the wishes of my spouse



without being bound thereby.

2. Provided the assets of the Credit Trust are adequate and are reasonably expected to remain adequate to accomplish the purposes of the Credit Trust, the Trustee is authorized to pay to any beneficiary other than my spouse such amount or amounts which the Trustee, in the Trustee's absolute discretion, deems reasonable and consistent with the best interests of the beneficiary for the purpose of assisting the beneficiary to acquire a home or assisting her or his/her spouse to enter into business or a profession. No such distribution shall be made merely because the beneficiary requests it. Any such distribution shall be treated as an advancement reducing the share of an individual beneficiary, or his/her successor.

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

4. Upon the death of my spouse, the Trustee is authorized but not required to pay from the Credit Trust expenses of his/her last illness, funeral and burial, to the extent that such are not provided for and his/her estate is unable to pay them.

C. Disposition of Credit Trust Estate upon Death of Spouse.

Upon the death of my spouse, the Credit Trust shall terminate and its remaining assets shall pass to the Descendants' Trusts to be held, administered and distributed as provided in Part B of this Article IV.

B. DESCENDANTS' TRUST

If my spouse does not survive me by sixty (60) days, I give the rest, residue and remainder of my property of every kind, nature and description of my estate, to GREGORY F. SIMMONS, if he is over the age of 35, as trustee, in trust, under the terms and conditions and for the uses and purposes hereinafter set forth:

A. Discretionary Trust. The trustee shall hold the trust



estate as a single trust for the benefit of all of my children so long as my oldest living child is under the age of twenty-five (25) years. From the income and principal of the trust, the trustee shall make distributions for support and may make discretionary distributions for the health and education of my children.

B. Distributions to Grandchildren. If a child of mine should die before reaching the age of thirty-five (35) years, the trustee may also make discretionary distributions for the benefit of the descendants of such deceased child, if any, bearing in mind that the primary beneficiaries of the trust are my children.

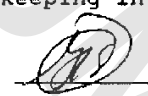
C. Purposes. In making distributions, the trustee shall not be required to apportion benefits equally among such children and descendants, but is to take into consideration their respective ages, health, educational requirements, earning capacity, prior distributions, and other circumstances affecting them individually.

D. Education. Notwithstanding the above directions, within the limitations of the funds available and considering the requirements of other children and descendants, the trustee is authorized to assist each child of mine, regardless of age, in acquiring a college or trade school education and, if desired professional education; provided, that all distributions to or for any child for education benefits exceeding the ordinary four year college course or its equivalent shall be charged without interest as an advancement against such child's share upon subsequent division of the trust as described in paragraph E, below.

E. Creation of Separate Trusts. At such time as my oldest child attains the age of twenty-five (25), the remaining corpus and accumulated income of the trust shall be divided into per stirpita shares among my children and the children of any deceased children, recognizing any advancements under paragraph D, above. Each of the trust shares thus created shall thereafter be managed as a separate trust for the benefit of the child or grandchild for whom such share is created. Each of such separate shares shall be managed and distributed as provided in paragraph F below:

F. Distribution of Trusts:

1. Until such time as the beneficiary of the trust attains the age of thirty-five (35), the trustee may make discretionary distributions of income or principal for the health, support, or education, including professional or graduate education, of such beneficiary, keeping in



mind alternative funds available to, and prior distributions to, such beneficiary.

2. At such time as the beneficiary attains the age of twenty-five (25), one-third of the corpus and accumulated income shall be distributed to the beneficiary.

3. At such time as the beneficiary attains the age of thirty (30), one-half of the corpus and accumulated income shall be distributed to the beneficiary.

4. At such time as the beneficiary attains the age of thirty-five (35), the trust shall terminate and the balance of the fund shall be distributed to such beneficiary.

5. If a beneficiary shall die prior to distribution of his/her full share, the trust benefiting such beneficiary shall terminate on the date of death and the corpus and accumulated income remaining on such date shall pass to or in trust for the benefit of such person or persons among my descendants or such beneficiary's spouse, in such manner and at such time or times as said beneficiary appoints and directs by Will, specifically referring to this limited power of appointment. In default of such appointment, such funds shall be distributed to such deceased beneficiary's descendants then living, per stirpes (by right of representation). If there is no descendant then living, such funds shall be distributed to my descendants then living per stirpes. If I have no descendants, then the funds shall be distributed pursuant to Part V below. Notwithstanding the foregoing, if the trustee is then holding another fund hereunder for the primary benefit of any beneficiary, said beneficiary's share under this subparagraph 5 shall be added to such other fund and held and distributed as if it had been an original part thereof.

G. Limitation on Duration. Notwithstanding anything herein to the contrary, no trust created hereby shall continue for a period longer than that permitted by the Rule Against Perpetuities. One month prior to the expiration of such period, any undistributed assets of any fund or trust created hereby, together with all accrued and undistributed income, shall be paid and distributed to the person or persons then entitled to distributions of income, in the manner and proportions herein stated, regardless of their then attained ages.

H. Failure of Line. In the remote event that my spouse and all of my descendants die before the final distribution of all



amounts under this Will or any trust established hereunder, I give the undistributed portion of my estate as provided in Article V.

V.

CATASTROPHE BEQUEST

If neither my spouse nor any of my children or their heirs survive me by sixty (60) days, one-half (1/2) of my estate shall pass in equal shares to my siblings, or their descendants by right of representation, and the balance shall pass to my spouse's siblings, in equal shares, or their descendants by right of representation.

VI.

PROTECTIVE PROVISIONS

Neither the income nor the principal of any trust created by this Will shall be alienable by any beneficiary, whether income beneficiary or remainderman, either by assignment or by any other method, and the same shall not be subject to being taken by his/her creditors or any representative thereof by any process whatever, including, but not limited to, proceedings in bankruptcy. This provision shall not, however, prevent a beneficiary from disclaiming that to which they are otherwise entitled under this Will.

VII.

POWERS AND DUTIES OF TRUSTEE

A. In addition to the duties, powers and rights imposed and granted by law, each of my trustees shall have the power, and the right to employ discretion in the exercise thereof, to:

1. Determine what is principal or income, which authority shall specifically include the right to make any adjustments between principal and income for premiums, discounts, depreciation or depletion; provided that all dividends which represent capital gains realized from the sale of securities owned by regulated investment companies shall be treated as principal.

2. Rely with acquittance on the advice of counsel on questions of law.

3. Merge or combine any trust established hereunder with a trust or trusts otherwise established for the same person, or substantially the same class or classes of persons, and



containing substantially the same provisions, and thereafter to jointly administer and distribute such combined trusts.

4. Make payments to beneficiaries under a disability by payments directly to such beneficiaries or to their parents, custodians, the person with whom they reside or their legal guardian, or expend such payment for their benefit.

5. Terminate any trust hereunder by payment of the trust property to the person or persons then entitled to receive or have the benefit of the income, if such trust has a market value (as determined by the trustee) of \$10,000 or less.

6. Take such action as is deemed best to collect the proceeds of any life insurance payable to a trustee, paying the expenses of collection from the trust estate but a trustee need not enter into or maintain any litigation to enforce payment on any policy unless indemnified to his/her satisfaction against all expenses and liabilities to which he/she might be subject. The trustee may release the insurance company from liability under any policy and make any compromise that he/she deems proper. No insurance company need take notice of the provisions of this Will or see to the application of any policy proceeds, and the trustee's receipt shall be a complete release of the insurer with respect to any payment, and shall bind every beneficiary under this trust agreement.

7. Cooperate with my personal representative in the payment of expenses of my last illness, estate settlement costs, debts and death taxes, to the end that such expenses, costs, debts, and taxes are suitably borne by both the life insurance proceeds received by the trustee and the probate estate, or, if the values and assets so suggest, all from the proceeds of life insurance received by the trustee and none from the probate estate, or vice versa provided, no assets derived from the excluded portion of any tax-qualified employee retirement plan shall be used to pay any obligations of my estate or state inheritance or federal estate tax. The decisions of the trustee and my personal representative shall bind all beneficiaries. If the proceeds of life insurance received by the trustee are to contribute to such costs, obligations and taxes, the trustee may pay such, or the necessary balance thereof, from principal of the trust.

8. Make payments pursuant to subparagraph 7, above, directly or through my personal representative, or otherwise as the trustee deems advisable without seeking reimbursement for any payment so made. The trustee need not determine the accuracy



without being bound thereby.

2. Provided the assets of the Credit Trust are adequate and are reasonably expected to remain adequate to accomplish the purposes of the Credit Trust, the Trustee is authorized to pay to any beneficiary other than my spouse such amount or amounts which the Trustee, in the Trustee's absolute discretion, deems reasonable and consistent with the best interests of the beneficiary for the purpose of assisting the beneficiary to acquire a home or assisting her or his/her spouse to enter into business or a profession. No such distribution shall be made merely because the beneficiary requests it. Any such distribution shall be treated as an advancement reducing the share of an individual beneficiary, or his/her successor.

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

4. Upon the death of my spouse, the Trustee is authorized but not required to pay from the Credit Trust expenses of his/her last illness, funeral and burial, to the extent that such are not provided for and his/her estate is unable to pay them.

C. Disposition of Credit Trust Estate upon Death of Spouse.

Upon the death of my spouse, the Credit Trust shall terminate and its remaining assets shall pass to the Descendants' Trusts to be held, administered and distributed as provided in Part B of this Article IV.

B. DESCENDANTS' TRUST

If my spouse does not survive me by sixty (60) days, I give the rest, residue and remainder of my property of every kind, nature and description of my estate, to GREGORY F. SIMMONS, if he is over the age of 35, as trustee, in trust, under the terms and conditions and for the uses and purposes hereinafter set forth:

A. Discretionary Trust. The trustee shall hold the trust



directly to the beneficiary. The receipt showing any of these shall be full and sufficient discharge of the trustee unless the amount involved is so large that the course of action unreasonable under the circumstances.

17. Trustee may retain on behalf of any trust one or more investment advisors to assist Trustee in the management of all or any portion of a trust estate. Trustee shall not be liable for any loss caused by or resulting from any action taken or omitted in reliance on any recommendation by the investment advisor regarding the investment of trust assets, so long as the selection of the investment advisor and the reliance on the advice was in good faith. Trustee shall not be required to follow the advice of any investment advisor.

18. Disability or being disabled shall include the inability to manage property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power or disappearance. Disability of a beneficiary shall be determined by his/her physician and one other physician, except that the existence of confinement, detention by a foreign power or disappearance shall be determined by Trustee based on the available facts and circumstances, and such Trustee's determination shall be conclusive. Disability may also be determined by a court of competent jurisdiction.

19. Notwithstanding any other provision herein to the contrary, the purpose of any trust established hereunder with respect to any beneficiary who is handicapped or disabled shall be to provide extra and supplemental health, support, maintenance and education in addition to and over and above the benefits such beneficiary would otherwise be entitled to receive as a result of his/her handicap or disability from any local, state or federal governmental department or agency, or from any private agency, any of which provide services or benefits to handicapped or disabled persons. It is my express intention that distributions of the income or principal of any trust established hereunder to any disabled or handicapped beneficiary be made at the sole and absolute discretion of Trustee for the sole purpose of providing extra and supplemental benefits to such a beneficiary.

B. Income distributed at the termination of any estate or interest created hereby, together with any accrued income, shall be paid by the trustee as income to the person or persons entitled to the next successive interest in the proportions in which they take that interest.

C. The trustee, together with his/her successors, is



relieved of all duties, insofar as I am able to relieve him or her, which are now, or may in the future be, imposed by the laws of any state which may have jurisdiction over the administration of this trust, with respect to the giving of any bond or the making or filing with any court or other place or person of any report, inventory or accounting of the principal or income of the trust. However, the trustee shall at all times hold his/her books and records open and subject to the inspection by any beneficiary or by their attorney or other authorized representative.

VIII.

APPOINTMENT OF PERSONAL REPRESENTATIVE

I nominate and appoint my spouse, ALICE S.F. SIMMONS, as personal representative, of this my Will. If he does not survive me, or surviving me is for any reason unable or unwilling to act as my personal representative, then I nominate and appoint GREGORY F. SIMMONS, as personal representative of this my Will. If GREGORY F. SIMMONS is under the age of twenty-one, I appoint THOMAS B. FORBES, to act as my personal representative.

IX.

POWERS AND DUTIES OF PERSONAL REPRESENTATIVE

I hereby direct that my personal representative shall act without bond and without the intervention of any court, it being my direction that this be treated as a nonintervention Will as is provided under the laws of any state where this Will may be filed for probate. I hereby give and grant to my said personal representative absolute and complete power to hold, manage, invest, pledge, sell, mortgage, care for, protect and settle each and every part of my estate from and after the date of my death until such time and upon such terms as my personal representative shall deem best. In addition, my personal representative during the administration of my estate shall have all management and distributive powers and discretion provided by this Will and by law to my trustee, subject to the distribution standards and constraints described in this Will. Should it be necessary for a representative of my estate to qualify in any jurisdiction outside of the state in which I die a resident wherein my domiciliary personal representative cannot or may not desire to qualify, then I nominate such person or corporation as may be designated by my domiciliary personal representative.

X.

SUCCESSOR TRUSTEE

A. Spouse's Trusts.



If my spouse is unwilling or unable to serve as trustee, she shall select a successor trustee. If she is unable to select a trustee, my oldest living child shall become successor trustee, if he is over the age of 35, and if he/she is unable or unwilling to serve, then THOMAS B. FORBES shall serve as successor trustee, or his appointee.

B. Descendants' Trusts.

1. If any trustee named herein is unwilling or unable to serve as trustee, then THOMAS B. FORBES shall be successor trustee. If he is unable or unwilling to serve, he shall select a successor trustee. A successor trustee, however appointed, shall have all the powers, and be subject to all the constraints, granted to my named trustee.

C. Status. A successor trustee may be either an individual or a corporate trustee. A corporate trustee shall be paid reasonable fees reflecting its usual charges for such services.

XI.

GUARDIAN

In the event my spouse, ALICE S.F. SIMMONS, shall predecease me, die in a common accident or disaster with me, or die within ninety (90) days of my death, then, in that event. I hereby nominate and appoint RICHARD F. SIMMONS, as guardian of my children.

I direct that said guardian shall receive funds for the care and support of said minor child or children from the trust provided for herein.

I further direct that the guardian shall provide the children with frequent opportunities to visit with relatives of both of their parents and shall provide the children with a Christian upbringing.

XII.

PAYMENTS OF DEBTS AND TAXES

A. Payment from Residue. Except as provided in subparagraphs 7 and 8 of paragraph A of Article VII, my personal representative shall pay all debts of my estate and all estate, inheritance and succession taxes assessed by reason of my death, whether attributable to property passing under this Will or outside it, from the residue of my estate; provided, no part of the residue of my estate derived from the excluded portion, if any, of any tax-qualified employee retirement plan shall be used to pay any



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obligation of my estate or any state inheritance or federal estate tax. I waive for my estate all rights of reimbursement from the beneficiaries for any such payment.

B. Payment of Death Taxes.

1. Priority of Payment. All estate, inheritance and other death taxes (excluding the excise tax imposed under Section 4980A(d) of the Internal Revenue Code of 1986, as amended from time to time (the "Code")) or duties including interest or penalties thereon, imposed by reason of my death, (collectively, "Death Taxes"), whether or not attributable to property passing under this Will, and whether or not the same would otherwise be payable by my estate, shall be paid and discharged by my Personal Representative and/or the Trustee as follows:

(a) First, the Death Taxes solely attributable to a disclaimer of property shall be paid out of such disclaimed property, whether or not such disclaimed property passes under this Will. This shall include any generation-skipping transfer taxes arising because of such disclaimer.

(b) Second, from the property comprising the residue of my estate the Death Taxes shall be allocated equally among my children, irrespective of whether any children's share is in trust, and property passing under this Will to a Trust shall be deemed to be passing under such Trust for purposes of allocating Death Taxes thereunder. To the extent the Trust does not make provision for allocation of Death Taxes, they shall be paid from the remainder of my estate prior to distribution to the trust, provided Death Taxes shall first be allocated to property which does not qualify for a marital deduction or a charitable deduction and which is not allocated to the credit trust, and next be allocated to marital deduction property.

(c) Third, notwithstanding the foregoing, to the extent Death Taxes are attributable to property not passing under this Will (nonprobate property) or if provision is not made in the Trusts for allocation of such Death Taxes, such Death Taxes shall be allocated to and recovered by my Personal Representative or the Trustee from the recipients of such nonprobate property in the manner and in the amount as would be apportioned to such property under Chapter 83.110 of the Revised Code of Washington.

2. Tax Elections. Except as otherwise provided herein, my Personal Representative is authorized to exercise all



elections with respect to taxes or the deductibility of items for any tax purpose, including generation-skipping transfer tax purposes, in accordance with what my Personal Representative in my Personal Representative's sole discretion believes to be consistent with my intentions and in the best interest of my estate. I relieve my Personal Representative of any duty to make adjustments to the shares or interests of any person who may be adversely affected by any such elections. The provisions of this paragraph shall also apply to the Trustee of any Trusts, as the case may be.

XIII.

MISCELLANEOUS

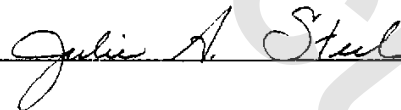
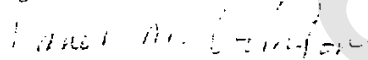
References to or use of the masculine include the feminine and vice versa and the singular includes the plural unless the context otherwise requires or indicates.

IN WITNESS WHEREOF, I have executed this Will on the 9th day of October, 1992.


GERALD T. SIMMONS

ATTEST

On the 9th day of October, 1992, at Bellingham, Washington, GERALD T. SIMMONS in our presence declared this instrument consisting of 16 pages to be his Last Will and Testament, subscribed his name to it and requested each of us to attest to such facts as witnesses; whereupon we signed this instrument in his and each other's presence.



STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

4. The other witness and I in the presence of the Testator and of each other hereby affix our signatures as witnesses to the Will and make this Affidavit, on this 9th day of October, 1992.

Julia A. Sted

Notary public in and for the State of

LAST WILL AND TESTAMENT OF *My wife*
GERALD T. SIMMONS - Page 15 of 15