

DENISE T. VOLLENDORFF
DECLARATION OF TRUST

This Trust Agreement is made as of this 21 day of March, 1991, between DENISE T. VOLLENDORFF, as Settlor (called the "Settlor"), and JOHN A. GOSE, as Trustee (called the "Trustee").

WITNESSETH:

FIRST: (A) The Settlor hereby transfers, assigns, conveys, and delivers to the Trustee the property described in the annexed Schedule A, which is the Settlor's separate property, receipt of which the Trustee acknowledges.

(B) Such property transferred to the Trustee and any other property hereafter transferred to the then Trustee and deemed acceptable by the Trustee shall be held in trust for the benefit of the Settlor pursuant to the following terms and conditions.

SECOND: (A) During the life of the Settlor,

(1) The Trustee shall pay the trust income and principal as the Settlor may from time to time direct in writing; if the Settlor gives no such written direction, or if the Settlor is, in the Trustee's reasonable opinion, incapable of giving meaningful directions, Trustee may pay so much of the trust income and principal to the Settlor or for the Settlor's benefit as the Trustee may, in the Trustee's discretion, determine to be for the Settlor's best interests and general welfare.

(2) The Settlor shall have the power, at any time she is not determined to be incompetent, to alter, amend, or revoke this trust, or to demand the principal thereof, in whole or in part, at any time and from time to time; provided, however, that the Trustee's duties under this Trust Agreement may not be increased without his written consent.

(B) Upon the Settlor's death, the Trustee shall distribute the sum of Twenty Five Thousand Dollars (\$25,000.00) to each of GRETCHEN V. STRICKER, JAMES VOLLENDORFF, GARY VOLLENDORFF and WILLIAM C. VOLLENDORFF, JR., who survive the Settlor. In addition, the Trustee shall reimburse John A. Gose for any and all loans made to me during my life, and for any and all expenses he may have paid on my behalf from his personal funds. It is also my intention that upon my death John A. Gose shall be paid a fee for his services as personal representative of my estate, and as Trustee of this trust before the time of my death, in the aggregate amount of Ten Thousand Dollars (\$10,000.00). To the extent feasible, such fee shall be paid first from the investment assets of my estate (e.g. bank accounts, stocks, bonds, certificates of deposit, money market funds and the like) which are not a part of

this trust and which are not tangible personal property, and only to the extent such assets are inadequate shall the same be paid from this trust. After the satisfaction of such gifts, the reimbursement of John A. Gose, and the payment of any and all taxes and costs of administration that may be properly chargeable against the Trust, including John A. Gose's fee as personal representative and Trustee, the Trustee shall continue to hold the remaining property of the trust on the following terms and conditions:

(1) Name and Purpose. After Settlor's death this trust shall be known as the Dr. H.A. Trippeer Charitable Foundation, in honor of my father, Dr. H.A. Trippeer, DVM, and shall be administered exclusively for the purpose of providing financial support in the form of scholarships for Qualified Recipients. The Trustee may receive and accept property, whether real, personal, or mixed, by way of gift, bequest, or devise, from any person, firm, trust, or corporation, to be held, administered, and disposed of in accord with and pursuant to the provisions of this trust; but no gift, bequest, or devise of any such property shall be received and accepted if it is conditioned or limited in such manner as to require the disposition of the income or its principal to a specifically designated person or organization, or for any purpose other than that stated above, or as shall, in the opinion of the Trustee, jeopardize the federal income tax exemption of this trust pursuant to section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code ("the Code").

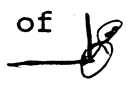
(2) Qualified Recipients. Individuals who have graduated from high school in Walla Walla County, Washington, and who are attending, or who have been accepted to attend, a four year undergraduate degree program at an accredited college or university shall be Qualified Recipients. In determining which Qualified Recipients shall receive scholarship grants from the trust, the Trustee shall consider the following criteria:

- Academic performance
- Financial Ability
- Community Service
- Extra Curricular and Non-Academic Activities (e.g. music and sports)

The Trustee shall have full discretion to award such weight as he deems appropriate to any one or more of the criteria. It shall not be necessary to weigh the criteria in the same manner for each scholarship applicant.

(3) Notice of Availability and Application. In January of each year the Trustee shall notify the financial administrator of each high school located in Walla Walla County of the availability of scholarships under this trust. Such notice

shall state that persons interested in receiving scholarships shall submit an application for consideration by the Trustee, and shall state the deadlines, if any, for submission of the applications. The application shall be in such form, and shall contain such information as the Trustee deems appropriate.

(3) Distributions. The Trustee shall distribute so much of the income and principal of the trust to such Qualified Recipients as the Trustee shall from time to time select and determine. Income or principal derived from contributions by corporations shall be distributed by the Trustee for use solely within the United States or its possessions. To the extent possible it is intended that only the income generated by the trust be distributed during each calendar year, with the trust principal to remain intact for the purpose of providing future scholarships. Notwithstanding this fact, if the Trustee deems the same to be appropriate, principal may also be distributed for trust purposes, including the whole thereof. Distributions shall only be made in such manner and for such educational purposes as will qualify as distributions for educational purposes within the meaning of section 501(c)(3) of the Code. 

(4) Limitations on Activities. The trust shall not engage in any activities which are unlawful under the laws of the United States, or of the State of Washington, or any other state, district, territory, or possession of the United States; nor shall the trust carry on propaganda or otherwise attempt to influence legislation or the election of public officials; nor shall the trust engage in any transaction described as prohibited by the Code relating to organizations exempt from tax pursuant to section 501(a) of the Code. The trust shall never be operated for the purpose of carrying on a trade or business for profit, and no payment therefrom shall ever be made to any member of the Settlor's family or to any Trustee or member of the family of any Trustee, except as fair recompense for professional services such as legal, accounting, or investment services actually rendered, it being the intention of the Settlor that no part of the trust fund or the net earnings thereof shall ever inure to the benefit of any private individual within the meaning of the Code or the laws of the State of Washington, or of any other state, district, territory, or possession of the United States.

Any other provisions of this instrument notwithstanding, the Trustees shall distribute its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Code.

Any other provisions of this instrument notwithstanding, the Trustees will not engage in any act of self-dealing as defined in section 4941(d) of the Code; nor retain any excess business holdings as defined in section 4943(c) of the Code; nor make any

investments in such manner as to incur tax liability under section 4944 of the Code; nor make any taxable expenditures as defined in section 4945(d) of the Code.

(5) Prior Accrued Income. Any income accrued on trust property prior to the transfer of such property to the Trustees shall be treated as income of the trust.

(6) Compensation and Reimbursement of Trustee. The Trustee serving under this trust agreement is authorized to pay to him or itself amounts for reasonable expenses incurred and reasonable compensation for services rendered in the administration of this trust, but in no event shall any Trustee who has made a contribution to this trust ever receive any compensation thereafter.

(7) Trustee. The Trustee of the trust shall at no time include any person or entity who is a settlor of the trust or a member of the settlor's family (as defined in Section 4946 of the Code). After the Settlor's death, any then acting Trustee who is nominated as Trustee hereunder (an "originally nominated or appointed Trustee") shall have full power and authority to add an additional Trustee or Trustees to serve with him or it, but in no event shall there ever be more than three Trustees. The selection and identification of any such additional Trustee shall be within the full discretion of the then acting Trustee. Any such additional Trustee shall be subject to removal by the originally nominated or appointed Trustee, with or without cause. There shall be three co-Trustees serving hereunder at all times when no originally nominated or appointed Trustee is serving as Trustee or co-Trustee hereunder. No Trustee shall be required to give bond for the faithful performance of his, her, or its duties.

In addition to any other method prescribed by law, if there are co-Trustees serving hereunder, any individual co-Trustee may resign as a co-Trustee at any time by delivering to the other Trustees then acting a signed written instrument specifying the effective date of resignation, and the resignation shall occur on said effective date without any further action by the individual co-Trustee. If no originally nominated or appointed Trustee is then serving, the remaining Trustees shall appoint such resigning Trustee's successor.

Any successor or additional Trustee shall be designated by delivering a signed written instrument to such successor Trustee. As soon as practicable thereafter, the successor or additional Trustee so designated shall execute and deliver to the remaining Trustees an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed, or conveyance, shall become vested with all the rights, powers, duties, and discretions of the Trustees then in office.

THIRD: The Trustee, including any successor trustee or co-trustees hereunder, shall have all the rights, powers, and duties given by law on the date hereof, including those set forth in RCW Title 11, or any successor provision thereto, except as modified or increased as hereinafter provided:

(1) The Trustee may acquire by purchase, by exercise of options, or otherwise, and retain so long as the Trustee deems advisable, any kind of realty and personalty, or undivided interests therein, all without diversification as to kind or amount, and whether or not income producing, and may maintain margin accounts with financial institutions.

(2) The Trustee may sell for cash or on credit (at public or private sale), exchange, grant options to purchase (without regard to statutory restrictions), or otherwise convey or dispose of any real or personal property, upon such terms as the Trustee deems advisable and without any notice whatsoever.

(3) The Trustee may determine, in the Trustee's discretion, all matters with respect to what is principal and income, including apportionment and allocation of receipts and expenses between these accounts, and may make adjustments between income and principal for premiums, discounts, depreciation, or depletion (without being required to do so), all without regard to the requirements of any state laws.

(4) No principal or income shall be loaned, directly or indirectly, to any trustee or to anyone else, corporate or otherwise, who has at any time made a contribution to this trust, nor to anyone except on the basis of an adequate interest charge and with adequate security.

(5) The Trustee shall render an annual accounting to the Settlor during her life showing all receipts and disbursements and the assets then held in trust, and after Settlor's death shall file such an accounting annually with the Trust. The trustee shall be relieved from compliance with any other accounting requirements imposed by law; provided, however, that any accounting requirements imposed by law that may be required to retain beneficial income tax status as a private foundation after Settlor's death shall be fully complied with.

FOURTH: (A) If John A. Gose resigns, fails, or otherwise ceases to serve as Trustee, Security Pacific Bank Washington, N.A., shall serve as Trustee.

(B) Any Trustee may resign and any successor Trustee may act as Trustee without need to comply with the provisions of any state law regarding the resignation or succession of trustees.

No Trustee hereunder need give bond in any jurisdiction. If a Trustee's bond may not be dispensed with in any jurisdiction, the Settlor requests that the bond for the Trustee be accepted without surety and in the lowest possible amount.

FIFTH: (A) From time to time following the death of the Settlor and upon the written demand of her personal representative, the Trustee shall pay from this Trust to her personal representative or to the recipient or recipients certified in writing by such personal representative to be entitled thereto, whichever the Trustee in his discretion deems appropriate, such amounts as the Settlor's personal representative demands and certifies in writing to be the amount of all or a portion of: (a) the estate and inheritance taxes which may be assessed or imposed upon or with respect to all property includable for tax purposes in the Settlor's gross estate (whether passing under the Settlor's Will, this Declaration of Trust, or otherwise), together with any interest and penalties thereon; (b) the Settlor's funeral and last illness expenses; (c) expenses of administration of the Settlor's estate; (d) any other lawful claims and charges against the Settlor's estate; and (e) any general legacies made in the Settlor's Will. Nothing herein contained shall be construed to make any asset held hereunder liable for any expense or claim for which it would not otherwise be liable.

(B) Notwithstanding any other provision of this Declaration of Trust, following the Settlor's death, all fees, expenses, costs, charges, estate and inheritance taxes, and interest and penalties thereon described in Paragraph (A) above shall not be charged directly to the beneficiaries hereunder, but shall be allocated and paid as set forth in this Article.

(C) If the Settlor has no probate estate, the Trustee is authorized to apply for or demand, and to receive, hold, administer, and distribute as provided herein, any debt, claim, refund or rebate, premium, dividend, or other thing of value belonging to or accruing to her or her estate.

SIXTH: (A) Unless some other meaning and intent is apparent from the context:

(1) The plural shall include the singular and vice versa, "Trustee" shall include "co-Trustee," and masculine, feminine, and neuter words shall be used interchangeably.

(2) All references in this trust to "RCW" shall be to the Revised Code of Washington and shall also include corresponding provisions of subsequent Washington laws.

Denise T. Vollendorf
DENISE T. VOLLENDORF, as
Settlor

JOHN A. GOSE
JOHN A. GOSE, as Trustee

On this 2/ day of March, 1991, before me personally appeared DENISE T. VOLLENDORFF, known to me to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

A circular notary seal for Douglas C. Lawrence, a Notary Public in the State of Washington. The seal features a rope-like border. Inside the border, the text "DOUGLAS C. LAWRENCE" is at the top, "COMMISSION EXPIRES" is on the right, "NOTARY" is in the center, "PUBLIC" is at the bottom, and "STATE OF WASHINGTON" is on the left. The date "NOV. 21, 1991" is stamped across the bottom center. There are three stars: one on the left, one on the right, and one at the bottom center.

David B. Turner
NOTARY PUBLIC in and for the
State of Washington.
My commission expires: 11-21-91