

For Office Use Only
 Updated by Jhb
 Date 11-2-13

STATE OF IDAHO
 DEPARTMENT OF WATER RESOURCES

CHANGE IN ADDRESS

This form can be used to notify the Department of a change in
 address of the owners of record for the listed water rights.
 (Please print or type)

RECEIVED
 NOV 21 2013
 IDWR/NORTHERN

- [] Water Right Number(s): 85-11423 } SEE ENCLOSED
85-11424 } LETTERS FROM IDWR
85-11425 } DATED 3/12/1999
- [] Name(s): AZALEA M. CHANDLER
DAVID W. CHANDLER DPOA } SEE TRUST DOCUMENT ENCLOSED for your files
- [] Old Mailing Address: 10901 E 4TH AVE
SPokane, WA 99206
- [] New Mailing Address: 36 E/1A QUINTINO LANE
WALLA WALLA, WA 99362
- Telephone Number: (509) 876 - 4086
- Email: CHANDLER111@MSN.COM
- [] Signature(s) of Owner(s) Azalea M Chandler
David W Chandler DPOA/son
 (Include your title if on behalf of company or organization)
- Date: 11/19/2013

Send a signed original to your closest regional office:

SUPPORT DATA

IN FILE # 85-11423

IDWR Northern Region
 7600 Mineral Dr., Suite 100
 Coeur d'Alene, ID 83815
 (208) 762-2800

IDWR Western Region
 2735 Airport Way
 Boise, ID 83705-5082
 (208) 334-2190

IDWR Eastern Region
 900 N. Skyline Dr., Suite A
 Idaho Falls, ID 83402-1718
 (208) 525-7161

IDWR Southern Region
 1341 Fillmore St., Suite 200
 Twin Falls, ID 83301-3380
 (208) 736-3033



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

March 12, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

85-11423

AZALEA M CHANDLER

ALAN B CHANDLER — DECEASED 3/17/2011

10901 E 4TH — CHG TO WALLA WALLA, WA

SPOKANE WA 99206

RECEIVED
NOV 21 2013
IDWR/NORTHERN

RE: Domestic and/or Stockwater Rights in Reporting Area 22, Basin 85
Snake River Basin Adjudication (SRBA)

Dear Water Right Claimant(s):

Please find enclosed the Idaho Department of Water Resources recommendations for your domestic and/or stockwater water right(s) in basin 85 (part of the Clearwater River drainage area). We have also enclosed instructions for reviewing (1) your recommended water right(s), and (2) other recommended domestic and stockwater right(s) in your area. Water rights for irrigation and other purposes in basin 85 will be recommended in a later process.

Note that you have 180 days in which to file any objection to our recommendation and to review the domestic and stockwater water rights of other claimants, including those of the United States. Information on the other water rights can be found at the county courthouses in Grangeville, Lewiston, Nezperce, Orofino, Moscow, Wallace, and all of the Idaho Department of Water Resources offices (see addresses in enclosure).

If the Court does not receive an objection from you about our recommendation, and no other party objects to your water right, your water right will be decreed as recommended after the 180-day objection period. You will receive your decree from the SRBA Court.

Completion of the SRBA is important for the future of water management in Idaho. We invite you to contact our regional offices with any questions that you have about your water right(s) or this adjudication process.

Sincerely,

Karl J. Dreher
Director

Enclosures

AJ5855NP
2944

IDAHO DEPARTMENT OF WATER RESOURCES
INDIVIDUAL LISTING FROM DIRECTOR'S REPORT
OF WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: March 12, 1999
PAGE: 1

RIGHT NUMBER: 85-11423

NAME AND ADDRESS:

AZALEA M CHANDLER

ALAN B CHANDLER - DECEASED 3/17/2011

LYNN B CHANDLER - DECEASED 6/10/2010

DAVID ^W CHANDLER - DURABLE POWER OF ATTORNEY

10901 E 4TH

SPOKANE WA 99206

- CHG TO 36 ELLA QUINTANO LANE, WALLA WALLA, WA
99362

SOURCE:

SPRING

TRIBUTARY: LONG HOLLOW CREEK

QUANTITY:

0.05 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY-DATE:

01/01/1927

POINT OF DIVERSION

T34N R02E S19 LOT 1 (SWNNWN) Within LEWIS County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

STOCKWATER

01-01 12-31

0.05 CFS

PLACE OF USE:

STOCKWATER

Within LEWIS County

T34N R02E S19 LOT 1 (NWNW)

OTHER MATTERS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL:

BASIS OF CLAIM - BENEFICIAL USE

PARCEL NO. 34N02E193000

STOCKWATER, 20



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

March 12, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

85-11424

AZEALA M CHANDLER

LYNN B CHANDLER — DECEASED 6/10/2010

10901 E 4TH — CITE TO WALLA WALLA, WA ADDRESS

SPOKANE WA 99206

RECEIVED
NOV 21 2013
IDWR/NORTHERN

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Snake River Basin Adjudication (SRBA)

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Completion of the SRBA is important for the future of water management in Idaho. We invite you to contact our regional offices with any questions that you have about your water right(s) or this adjudication process.

Sincerely,

Karl J. Dreher
Director

Enclosures

AJ5855NP
2946

IDAHO DEPARTMENT OF WATER RESOURCES
INDIVIDUAL LISTING FROM DIRECTOR'S REPORT
OF WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: March 12, 1999
PAGE: 1

RIGHT NUMBER: 85-11424

NAME AND ADDRESS: AZEALA M CHANDLER
LYNN B CHANDLER - DECEASED 6/10/2010
ALAN B CHANDLER - DECEASED 3/17/2011
DAVID W CHANDLER - DPOA
10901 E 4TH - CHG TO WALLA WALLA, WA ADDRESS
SPOKANE WA 99206

SOURCE: SPRING TRIBUTARY: LONG HOLLOW CREEK

QUANTITY: 0.05 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY-DATE: 01/01/1927

POINT OF DIVERSION T34N R02E S19 SWSWNW Within LEWIS County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
STOCKWATER		01-01 12-31	0.05 CFS

PLACE OF USE: STOCKWATER Within LEWIS County
T34N R02E S19 SWNW

OTHER MATTERS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. 34N02E193000
STOCKWATER, 25



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

March 12, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

85-11425

AZEALA M CHANDLER

ALAN B CHANDLER — *DECEASED 3/17/2011*

10901 E 4TH — *CHG TO WALLA WALLA, WA ADDRESS*

SPOKANE WA 99206

RECEIVED

NOV 21 2013

IDWR/NORTHERN

RE: Domestic and/or Stockwater Rights in Reporting Area 22, Basin 85
Snake River Basin Adjudication (SRBA)

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Completion of the SRBA is important for the future of water management in Idaho. We invite you to contact our regional offices with any questions that you have about your water right(s) or this adjudication process.

Sincerely,

Karl J. Dreher
Director

Enclosures

AJ5855NP
2948

IDAHO DEPARTMENT OF WATER RESOURCES
INDIVIDUAL LISTING FROM DIRECTOR'S REPORT
OF WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: March 12, 1999
PAGE: 1

RIGHT NUMBER: 85-11425

NAME AND ADDRESS: AZEALA M CHANDLER
ALAN B CHANDLER - DECEASED 3/17/2011
LYNN B CHANDLER - DECEASED 6/10/2010
DAVID W CHANDLER DPOA
10901 E 4TH - CHG TO WALLA WALLA, WA address
SPOKANE WA 99206

SOURCE: GROUNDWATER

QUANTITY: 0.09 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY-DATE: 01/01/1927

POINT OF DIVERSION T34N R01E S24 SESESE Within LEWIS County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.05 CFS
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE:	STOCKWATER	Within LEWIS County
	T34N R01E S24	SESE
	DOMESTIC	Within LEWIS County
	T34N R01E S24	SESE

OTHER MATTERS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. 34N01E247200
STOCKWATER, 20 HEAD

RECEIVED
NOV 21 2013
IDWR/NORTHERN

TRUST AGREEMENT

BETWEEN

AZALEA J. CHANDLER, TRUSTOR

AND

AZALEA J. CHANDLER, TRUSTEE

THIS TRUST AGREEMENT has as its parties AZALEA J. CHANDLER, hereinafter referred to as the "Trustor", and AZALEA J. CHANDLER, hereinafter referred to as the "Trustee". This Trust shall be known as the "AZALEA J. CHANDLER REVOCABLE TRUST". I am married to ROBERT SCHMER. In June of 1992 Robert Schmer and I entered into a Prenuptial Agreement and because of the Prenuptial Agreement, ROBERT SCHMER is not a beneficiary of this Trust Agreement. The names of the Trustor's children from a previous marriage are:

DAVID W. CHANDLER;
LYNN CHANDLER, deceased; and
ALAN CHANDLER, deceased.

ARTICLE 1
TRUST PROPERTY

1.1 The Trustor, desiring to establish a trust with the Trustee, has transferred and delivered to the Trustee the assets described in Schedule A attached to this Agreement. Such assets and any other assets which may be made subject to this trust shall constitute the trust estate.

1.2 Such titles and interests as the Trustee has now received or may acquire in said trust property, and such other property as may hereafter be added and accepted by the Trustee, shall be vested exclusively in the Trustee and be held by the Trustee upon the trusts and powers set forth in this Agreement.



ARTICLE 2
REVOCATION, AMENDMENT AND DIRECTION

2.1 The Trustor may, by written instrument executed by the Trustor and filed with the Trustee, revoke this Agreement at any time, or withdraw from the trust estate, discharged of the trust, the whole or any part of the principal and accumulated income upon paying all sums due to the Trustee and indemnifying the Trustee to the Trustee's satisfaction against liabilities lawfully incurred in the administration of this trust.

2.2 The Trustor may, by written instrument executed by the Trustor and the Trustee, alter or amend this Agreement at any time.

2.3 The Trustor may in writing direct the Trustee to purchase property of any kind for the trust or to retain, sell, exchange, pledge, mortgage and otherwise deal with or dispose of any part of the trust estate, and the Trustee shall comply with any such direction without liability for the result.

2.4 The rights of revocation, withdrawal, alteration, amendment and direction reserved by the Trustor must be exercised by the Trustor personally and may not be exercised by any agent, guardian or personal representative, except that the Trustor's power to revoke, withdraw, alter, amend and direct may be exercised by the holder of a durable power of attorney for the purpose of making gifts or taking other actions that are authorized by express provision of a durable power of attorney which refers specifically to this trust, as it now exists or as it may hereafter be amended.

ARTICLE 3
ADDITIONS TO TRUST

3.1 The Trustee shall have power to receive and accept other property, real or personal, including life insurance policies, devised, granted, conveyed, assigned or made payable to the Trustee by the Trustor or by any other person or persons, which property shall be added to and become a part of the trust estate and be subject to the trusts and powers declared in this Agreement. Property devised to the Trustee by the Trustor and all property which becomes payable to the Trustee upon the death of the Trustor shall be deemed added to the trust estate immediately following the death of the Trustor.

ARTICLE 4
LIFE INSURANCE

4.1 The duty and responsibility concerning the payment of any premiums or other charges on any policies of life insurance which may be a part of the trust estate



during the lifetime of the Trustor shall rest solely upon the Trustor and the Trustee shall be under no obligation whatever in respect to said policies during the lifetime of the Trustor other than to keep safely, subject to the Trustor's order, any of said policies that may be deposited with the Trustee.

4.2 Insofar as this Agreement relates to insurance upon the Trustor's life, it shall cover only the money that may accrue or become payable upon said insurance at the death of the Trustor. All benefits, privileges and options accruing to the Trustor under said insurance prior to that time shall be for the sole benefit of the Trustor and shall not be subject to this trust, and the Trustee shall execute such documents as may be required to enable the Trustor to exercise such rights. The Trustor may, by written instrument executed by the Trustor and filed with the Trustee, exercise any rights specified in the Trustor's policies.

4.3 If the Trustor changes the beneficiary under the insurance or surrenders the insurance for its cash surrender value, such act shall have the effect of revoking this trust with respect to the policy or policies so changed or surrendered.

4.4 Upon the death of the Trustor the net proceeds of all said policies then subject to the terms of this Agreement shall be collected by the Trustee and held under the terms hereof. The payment to the Trustee by any insurance company of the proceeds of any policy of insurance shall be a full discharge of said insurance company on account of said policy and such insurance company shall in no way be responsible for the proper discharge of the trust or any part thereof.

4.5 The Trustee shall not, except at the Trustee's option, enter into or maintain any litigation to enforce payment of any such life insurance policies until the Trustee shall have been indemnified to the Trustee's satisfaction against all expenses and liabilities to which the Trustee may in the Trustee's judgment be involved by such action on the Trustee's part.

ARTICLE 5

RESIGNATION OF TRUSTEE - SUCCESSOR TRUSTEE

5.1 The Trustee shall have the right and power to resign as Trustee at any time without court approval. If the Trustee should, for any reason, be unable or unwilling to act or to continue to act as Trustee, **DAVID W. CHANDLER** and **TONI L. CHANDLER** shall serve as successor Co-Trustees. If **DAVID W. CHANDLER** should, for any reason, be unable or unwilling to act or to continue to act or ceases to act as Co-Trustee without appointing a successor Trustee, then **TONI L. CHANDLER** shall serve as successor Trustee. If **TONI L. CHANDLER** should, for any reason, be unable or unwilling to act or to continue to act or ceases to act as Co-Trustee without appointing a



successor Trustee, then **DAVID W. CHANDLER** shall serve as successor Trustee. Any individual sole Trustee may by written instrument appoint one or more individuals or a corporation as his or her successor, or may appoint a succession of successor Trustees, and shall state whether such Trustee shall serve with or without bond or other undertaking. Any written instrument by a Trustee appointing a successor Trustee(s) may be amended or revoked by such Trustee at any time prior to their ceasing to act as Trustee. shall serve as successor Trustee.

5.2 If both Co-Trustees and all named successor Trustees should, for any reason, be unable or unwilling to act or to continue to act as Trustee, and if such inability or unwillingness occurs during the lifetime of the Trustors, then upon notification, the Trustor shall either revoke the trust or appoint a new Trustee. If the Trustor shall fail to appoint a new Trustee within a reasonable time, the Trustee or any person interested in the trust may take proper steps to have a new Trustee appointed by a court of competent jurisdiction.

5.3 Any successor Trustee under this Agreement shall have and exercise all rights, powers and duties as provided for the Trustee in this Agreement. No successor Trustee shall be liable or responsible in any way for the acts or defaults of any predecessor Trustee nor for any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee, but said successor Trustee shall be liable only for the successor Trustee's own acts and defaults with respect to property actually received by the successor Trustee as such Trustee. No successor Trustee shall be under any duty to examine, verify, question or audit the books, records, accounts or transactions of any preceding Trustee.

5.4 The following provisions apply with respect to Co-Trustees:

5.4.1 The Co-Trustees shall be permitted to serve in that capacity without bond.

5.4.2 Payments made by the Co-Trustees may be made by either check or draft signed by either or both of the Co-Trustees as they shall determine.

5.4.3 Any Co-Trustee may, by instrument in writing, at any time without liability, delegate to the other Co-Trustee the exercise of any of the ministerial or discretionary powers or duties conferred upon the Co-Trustees, and may at any time revoke such delegation; but no individual Co-Trustee shall participate by delegation in the exercise of a power which was not initially granted to that individual Co-Trustee. All powers conferred upon the Co-Trustees shall be held and exercised by and shall extend to their successors. The maximum number of Co-Trustees shall be two (2).



5.4.4 No Co-Trustee shall be liable for any loss sustained by the trust estate as the result of the administration thereof, or the result of the investment or reinvestment of any part of the trust estate, unless such loss is due to the fraud of the Co-Trustees, or either of them, in which event only the Co-Trustee through whose fraudulent action the loss was sustained shall be liable therefore, and the other Co-Trustee shall not be liable or responsible for any such loss.

5.4.5 Decisions in the administration and management of this trust estate shall be upon the concurrence of both Co-Trustees.

5.5 A Trustee or successor Trustee named herein shall be permitted to serve in that capacity without bond or other undertaking.

ARTICLE 6 DESIGNATION OF ASSETS AND TRUSTEE'S DUTIES

6.1 The Trustor has reserved the right to designate certain assets of the trust as "Standby Assets" and to designate certain other assets of the trust as "Management Assets." The provisions of Article 7 of this Trust Agreement shall apply to Standby Assets and the provisions of Article 8 shall apply to Management Assets.

ARTICLE 7 STANDBY ASSETS

During the Trustor's lifetime and while she is not incapacitated to the extent that she is unable to manage her financial resources, and in the absence of written instructions to the contrary delivered by the Trustor to the Trustee, the assets designated as Standby Assets of the trust shall be held subject to the following terms and conditions:

7.1 The Trustor shall be entitled to receive and to devote to her own use and benefit all income of the Standby trust estate.

7.2 The Trustor reserves to herself the possession and use of the Standby property without payment of rental therefor and without any other accounting to the Trustee, and shall have the exclusive powers and duties of management and custody of the Standby property. The right of the Trustor with respect to any Standby property (whether held in the name of the Trustee or in the name of the Trustor as nominee or in the name of some other nominee of the Trustee) includes the right to vote and give proxies to others to vote stock or securities.

7.3 The Trustor may act as nominee of the Trustee for any Standby Assets held by the Trustee under this Trust Agreement. Without limitation of the foregoing,



the Trustor shall be deemed to hold Standby Assets as nominee of the Trustee where the Trustor executes and delivers to the Trustee an instrument transferring the Standby property to the Trustee, even though the Trustor retains registration of the Standby property in the name of the Trustor and retains possession of the certificate or other instrument evidencing Standby property or evidencing the title thereto.

7.4 The Trustor may establish a survivorship joint savings or other interest bearing account or accounts with the Trustee. Deposits made from time to time into any such account shall constitute transfers to the Trustee. The Trustor may make withdrawals from such account without the cosignature of the Trustee and such action by the Trustor shall constitute withdrawals from the trust and the Trustee shall have no further interest or duty in regard to the withdrawn amounts. Capacity of the Trustor under any joint bank account shall be that of nominee of the Trustee and not that of co owner. At any given time the current balance in any such account shall determine the extent to which such account shall constitute Standby Trust Assets held by the Trustee under this Agreement.

7.5 Where the Trustor is acting as nominee for Standby property transferred to the Trustee, the Trustor may receive directly any dividends, interest, income and other distributions from or upon such Standby property and neither the Trustor nor the Trustee shall have any duty of accounting to the other or to any other person in regard to such distribution.

7.6 A transfer by the Trustor of Standby trust property (including stock and securities) for which the Trustor is acting as nominee shall constitute a withdrawal of such property from the trust, and the Trustee shall have no further interest or duties in regard to the transferred property. The Trustor shall notify the Trustee of withdrawals from the trust, but such notice shall not be a condition precedent to the effective withdrawal of such property from the trust or to the conveyance of good and sufficient title to the transferee.

7.7 The Trustor shall protect and indemnify the Trustee against all losses, liabilities and expenses which may result directly or indirectly from the Trustor's use, possession, management or control of the Standby Assets and the Trustee shall have, in addition to all powers conferred by law, a lien upon the income and principal of the entire trust estate for the payment thereof, with the right to take possession of the property and be reimbursed from the principal and income of the trust estate.

7.8 The Trustee shall not be required to insure, pay taxes or assessments upon or otherwise protect the Standby Assets.



7.9 The Trustor shall be responsible for the reporting of income from the Standby trust estate to the appropriate taxing authorities and the Trustee shall have no responsibility for including such income in any fiduciary returns prepared by the Trustee or for the preparation of any other income tax returns with respect to income or other moneys received by the Trustor in connection with such property.

7.10 The Trustee shall be entitled to receive reasonable compensation for the Trustee's services as Trustee of Standby Trust Assets in accordance with the schedule of fees in use by the Trustee for like services at the time such fees become payable.

7.11 At such time as the Trustor (A) has so instructed the Trustee in writing delivered to the Trustee, (B) is deceased or (C) is incapacitated to the extent that she is unable to manage her financial resources, whichever shall first occur, the provisions of this Article 7 shall no longer apply and the Standby Assets shall thereupon become Management Assets. Upon such conversion to Management status, the Trustee shall be responsible only for those assets of which the Trustee has actual knowledge or of which the Trustee has been notified by the Trustor and which have come into the Trustee's possession and control. The Trustee shall have no duty, accountability or responsibility to the Trustor or to any other person with respect to assets of which the Trustee has no knowledge or notice or which have not come into the Trustee's possession and control.

ARTICLE 8 MANAGEMENT ASSETS

Without limitation of and in addition to all powers otherwise possessed by the Trustee or conferred upon the Trustee by law, the Trustee shall have the following rights and powers with respect to the Management Assets of the trust:

8.1 To retain any property, whether originally forming a part of the trust estate or subsequently acquired, and to invest any such property in such securities, including common or preferred stocks of any corporation, any common trust fund administered by the Trustee, or any other property, real or personal, as the Trustee may deem advisable and in the best interests of the trust estate, without being restricted to statutory investments, and with like discretion to make reinvestments and changes of investment from time to time, and to collect the income therefrom.

8.2 To buy, sell, exchange, transfer, assign, grant options to buy, lease, including leases extending beyond the terms of the trust, encumber or otherwise alienate all or any part of the trust estate in such manner, at such time, and upon such terms as the Trustee may deem most beneficial to the trust estate.



8.3 To purchase as an investment for the trust estate either for cash, by contract or private annuity agreement, any securities or other property, real or personal, belonging to the estate of the Trustor or to any other person, estate or entity at a reasonable price from the seller thereof whether or not such investments shall be legal for the investment of trust funds in the State of Washington and to loan funds, with or without security, to the Personal Representative of the Trustor's estate.

8.4 To pay all taxes, charges, commissions and other expenses of the trust estate and to reimburse the Trustee for all outlays and advances made by the Trustee and all costs and expenses incurred by the Trustee for the preservation, maintenance and protection of the trust estate.

8.5 To vote in person or by general or limited proxy at corporate or other meetings, to participate in or consent to any voting trust, reorganization, dissolution, liquidation, merger or other action affecting any securities in the possession of the Trustee and in connection therewith, to deposit securities with and transfer title to a protective or other committee under such terms as the Trustee may deem advisable.

8.6 To borrow money for such periods and upon such terms as the Trustee shall deem necessary or convenient and to secure any such loan by mortgage or pledge of principal, and from time to time to renew or extend any such loan. No lender shall be bound to see to or be liable for the application of the proceeds of any such loan. The Trustee shall not be personally liable for any such loan and each such loan shall be payable out of the principal of the trust.

8.7 To make such expenditures for the repairing, improving and rebuilding of any property of the trust estate as the Trustee shall deem necessary.

8.8 To hold securities and other property in negotiable form or in the name of the trust or in the name of a nominee of the Trustee with or without disclosure of the fiduciary relationship, but the Trustee shall be responsible for the acts of any nominee affecting such property.

8.9 To compromise and adjust all debts or claims due to or made against the trust and to compromise or submit to arbitration any claim or matter in dispute.

8.10 To determine in all cases what receipts are income and what are principal and what disbursements are chargeable to income and what to principal.

8.11 To employ agents, auditors, accountants and attorneys for a reasonable compensation and to delegate to them such of the Trustee's powers as the Trustee may consider appropriate.



8.12 To do all acts, except as otherwise specified in this Agreement, which the Trustee in the Trustee's judgment determines to be desirable and for the proper and advantageous management of the trust estate to the same extent and with the same effect as might legally be done by an individual in absolute ownership and control of the trust property.

8.13 If any stock of a corporate Trustee or of any affiliate or successor of said corporate Trustee shall be included in the assets of the trust, the Trustee shall have authority in the Trustee's sole discretion and notwithstanding any regulation or rule of law to the contrary, to retain such stock and any increases resulting from stock dividends and stock splits and from the exercise of purchase rights and the purchase of fractional shares and shall have like authority to exercise or sell stock subscription or conversion rights and to purchase fractional shares needed to round out fractional share holdings that may arise concerning the said stock. The Trustee shall give its proxy to vote such stock to the Trustor, if living, or if the Trustor is deceased, to the eldest living beneficiary then entitled to current distribution of income and not under legal disability.

8.14 To make income and principal distributions hereunder in money, securities or other property at the market value at the date of distribution as nearly as can be determined by the Trustee and the judgment of the Trustee as to what shall constitute a just and proper division or apportionment among beneficiaries shall be binding and conclusive on all parties.

8.15 To retain any business interest, as shareholder, security holder, creditor, partner, proprietor or otherwise, even though it may constitute all or a large portion of the trust estate and to participate in the management of any business to the extent an individual could participate as owner of the business, including but not limited to:

8.15.1 The voting of stock and the determination of all questions of policy;

8.15.2 The execution of partnership agreements and amendments thereto;

8.15.3 The participation in any incorporation, reorganization, merger, consolidation, recapitalization, liquidation or dissolution of any business or any change in its nature;

8.15.4 The investment of additional capital in subscription to or purchase of additional stock or securities of, or the making of secured, unsecured or subordinated loans to any individual or business with trust funds;



8.15.5 The election or employment of directors, officers, employees or agents of any business, and to compensate such persons, whether or not any such person is a Trustee or director, officer or agent of a Trustee.

8.16 Any Trustee shall be entitled to receive reasonable compensation for the Trustee's services as Trustee of management assets. A corporate Trustee shall be entitled to receive compensation in accordance with the schedule of fees in use by the Trustee for like services at the time such fees become payable.

8.17 To make distributions of property in cash or in kind or both and to make pro rata and non-pro rata distributions of cash or property and, in the Trustee's discretion, to allocate particular assets or portions thereof or undivided interests therein to any one or more of the beneficiaries hereunder taking into account the income tax basis of such assets as the Trustee shall deem to be for the best interests of the beneficiaries of the trust hereby created, but without the necessity of making adjustments because of such allocations. For the purpose of any such distribution, to select such securities or other property as the Trustee may deem suitable, and to place such valuation upon such securities or other property as the Trustee may determine to be market value. The decision of the Trustee shall be final and binding upon all parties in interest.

8.18 The powers of sale or other disposition and investment and reinvestment herein granted to the Trustee are subject to the condition that the Trustee shall make no such sale, disposition, investment or reinvestment of trust assets without first obtaining the approval of the Trustor. If the Trustee proposes to take any action which must be referred to the Trustor, the Trustee shall notify the Trustor of the proposed action by United States mail addressed to her at her last known address and if the Trustor does not within ten [10] days after the mailing of such notice express disapproval of the proposed action, she shall be deemed to have approved such action. The Trustor may waive the right to approve and disapprove by a written instrument deposited with the Trustee and such waiver shall remain in effect until revoked by a similar written instrument deposited with the Trustee. The right to approve and disapprove shall be deemed waived upon the death of the Trustor or upon her becoming incapacitated to the extent that she is unable to manage her financial resources.

ARTICLE 9 CAPACITY OF TRUSTOR

9.1 The Trustor shall be incapacitated when the Trustor is no longer able to manage the Trustor's financial resources.



9.2 In determining whether or not the Trustor has capacity pursuant to any of the provisions of this Agreement, the fact of capacity or incapacity may be determined by the Trustee (where the Trustee is not the Trustor), a Co-Trustee (regardless of whether the other Co-Trustee is the Trustor) or successor Trustee, as the case may be, by any means deemed by such Trustee, Co-Trustee or successor Trustee to be adequate for such purpose, including but not limited to consultation with any member of the Trustor's immediate family or the Trustor's then attending physician or physicians.

9.3 If the Trustee acts in good faith, the Trustee shall not be liable for any acts or omissions by the Trustee in reliance upon such determination as to either the capacity or lack of capacity of the Trustor.

ARTICLE 10 CREDITOR'S PROVISION

10.1 Neither the principal nor the income of the trust estate shall be liable for the debts of any beneficiary of this trust, nor shall the same be subject to seizure by any creditor of any beneficiary under any lien or proceeding at law or in equity, and no beneficiary shall have power to sell, assign, transfer, encumber, or in any other manner to anticipate or dispose of his or her interest in the trust estate or the income produced thereby.

ARTICLE 11 DISPOSITION OF INCOME AND PRINCIPAL OF MANAGEMENT ASSETS

The principal and income of the trust estate shall be administered and distributed as follows:

11.1 During the lifetime of the Trustor:

11.1.1 The Trustee shall pay to or apply the net income and principal of the trust estate as the Trustor shall from time to time direct in writing.

11.1.2 Should the Trustee at any time consider the Trustor, by reason of illness or accident, or for any other reason, to be unable to direct the Trustee with respect to the disposition of such income and principal, then the Trustee shall have authority, in the sole discretion of the Trustee, to distribute such sums of income and principal to or for the benefit of the Trustor as the Trustee shall deem necessary or advisable for the Trustor's health, support, maintenance and education.

11.2 After the death of the Trustor:



11.2.1 The Trustee shall pay all income taxes and penalties and interest thereon, the costs of the Trustor's last illness and burial expenses, the debts of the Trustor and all costs of administration of the estate of the Trustor, but the Trustee need not pay obligations not yet due and payable.

11.2.2 The Trustee shall pay out of the residue of the trust estate without apportionment all federal estate tax and state inheritance tax, together with interest and penalties thereon, which become payable by reason of the Trustor's death upon property passing pursuant to this trust, including probate property passing pursuant to this trust in accordance with the Will of the Trustor. All such taxes upon property not passing pursuant to this trust instrument as above provided shall be apportioned in the manner provided by law.

11.2.3 In making payments authorized by Sections 11.2.1 and 11.2.1, the Trustee shall not use funds received by the Trustee which are excluded from the Trustor's gross estate for federal estate tax purposes.

11.2.4 Personal effects which at the Trustor's death are or become trust assets shall be distributed as follows:

(A) If the Trustor has deposited with the Trustee written instructions concerning disposition of personal effects, the distribution shall be made in accordance with those instructions. In the event the Trustor has not deposited instructions or in the event Trustor's instructions do not cover all of Trustor's personal effects, such personal effects or remaining personal effects, as the case may be, shall be distributed one-half [1/2] to DAVID W. CHANDLER and one-half [1/2] to CHRISTOPHER A. CHANDLER and AMY B. CHANDLER, to be divided among them as determined by the Trustee.

(B) As used in this Section 11.2.4, the term "personal effects" means household goods and furnishings, antiques, wearing apparel, jewelry, recreation equipment, automobiles, and anything else designated as personal effects in written notice delivered by the Trustor to the Trustee.

(C) If at the time of the Trustor's death, all or a portion of that certain property in Tuscon, Arizona, used by the Trustor and Trustor's spouse as their vacation home is included in the trust estate, the Trustee shall permit Trustor's spouse to use said vacation home for as long as Trustor's spouse shall desire, rent free. The vacation property shall also be available to DAVID W. CHANDLER, the Trustor's grandchildren and to



the spouses of Trustor's deceased sons. The Trustee shall oversee and administer the use of the property. The Trustee shall be responsible for paying all real property taxes, condominium fees, association fees or related common ownership fees, and casualty/liability insurance premiums, all repairs, maintenance and upkeep necessary to maintain the vacation home in good condition (collectively "operating expenses"). After the death of Trustor's spouse, the Trustee shall continue to make this vacation home available to the aforementioned family members. However, if the Trustee determines that it is not being used sufficiently by such family members or that the continued ownership of it is not economically practical, the Trustee shall have the discretion to sell it. The Trustees shall retain sufficient Trust funds as a reserve for operating expenses.

11.2.5 The remainder of the trust estate shall be held, administered and distributed as follows:

(A) Fifty percent [50%] shall be distributed outright and free of trust to **DAVID W. CHANDLER**, if he survives the Trustor. If **DAVID W. CHANDLER** does not survive the Trustor, his share shall be distributed to his surviving descendants, by right of representation, and shall be held, administered and distributed pursuant to the provisions of Section 11.2.5(D) below. If **DAVID W. CHANDLER** does not survive the Trustor and leaves no descendants surviving, his share shall be added to the share of the remaining devisees identified in Sections 11.2.5(B) and 11.2.5(C) who survive the Trustor one-half [1/2] to each Section 11.2.5(B) and to Section 11.2.5(C).

(B) Twenty-Five percent [25%] shall be distributed outright and free of trust to **CHRISTOPHER A. CHANDLER**, if he survives the Trustor. If **CHRISTOPHER A. CHANDLER** does not survive the Trustor, his share shall be distributed to his surviving descendants, by right of representation, and shall be held, administered and distributed pursuant to the provisions of Section 11.2.5(D) below. If **CHRISTOPHER A. CHANDLER** does not survive the Trustor and leaves no descendants surviving, his share shall be added to the share passing to Section 11.2.5(C).

(C) Twenty-Five percent [25%] shall be distributed outright and free of trust to **AMY B. CHANDLER**, if she survives the Trustor. If **AMY B. CHANDLER** does not survive the Trustor, her share shall be



distributed to her surviving descendants, by right of representation, and shall be held, administered and distributed pursuant to the provisions of Section 11.2.5(D) below. If AMY B. CHANDLER does not survive the Trustor and leaves no descendants surviving, her share shall be added to the share passing to Section 11.2.5(B).

(D) A fund established for surviving descendants referenced in Sections 11.2.5(A), (B), or (C), shall be held, administered and distributed as follows:

(1) Until the beneficiary for whom a fund is established attains the age of twenty-one [21], the Trustee shall distribute to or for the benefit of the beneficiary such amounts of income and principal as the Trustee may determine to be necessary for the beneficiary's health, support, maintenance and education. Thereafter, and until final distribution of the fund is made, the Trustee shall distribute to or for the benefit of the beneficiary all of the income and such amounts of principal as the Trustee may determine to be necessary for the beneficiary's health, support, maintenance and education, including but not limited to business or trade school, graduate or professional education, and to assist the beneficiary in establishing a business or profession or in purchasing a home or with a wedding.

(2) If a beneficiary has attained age twenty-one [21] at the time the beneficiary's separate fund is established, the beneficiary may request, in writing, to cause the Trustee to make immediate distribution to the beneficiary of the beneficiary's fund.

(3) If a beneficiary of the Trustor for whom a fund is held shall die prior to receiving full distribution and shall leave descendants surviving, the fund or the remainder of the fund, as the case may be, shall be distributed to the surviving descendants of the deceased beneficiary by right of representation pursuant to the provisions of this Section 11.2.5(D). If any descendant shall die prior to receiving full distribution of his or her portion, the remainder of such portion shall be distributed in equal shares to his or her descendants, if any, who shall take by right of representation, otherwise in equal shares among the descendant's then living brothers and sisters; provided, however, the share due any such beneficiary for whom a fund is still held in trust pursuant to this instrument shall be added to said fund and distributed in accordance with the terms applicable to the fund. If any descendant shall



die without leaving a descendant, or a brother or sister surviving, the remainder of the portion shall be distributed in equal shares among any remaining living children of the Trustor and the descendants, by right of representation, of any deceased child of the Trustor, to be held and administered pursuant to the provisions of this Section 11.2.5(D); and if there are no surviving children or descendants of the Trustor, then the remainder of the portion shall be distributed to the Personal Representative of the deceased descendant's estate.

11.2.6 If, under any contingency not herein provided for, there should remain in the hands of the Trustee any part of the trust estate for which there is no named or described beneficiary, such part shall be distributed forthwith as follows: To those persons then living who would be entitled to receive the Trustor's property under the laws of the State of Washington then in effect governing the distribution of property of intestate persons.

11.2.7 The Trustee, in the exercise of the Trustee's discretion, may pay income or principal to which a minor or incapacitated beneficiary is entitled, directly to the beneficiary, to the parent of the beneficiary, to any person having custody of the beneficiary, to the legal guardian of the beneficiary, or to any person who, or corporation which, shall be furnishing maintenance, support or education to the minor or incapacitated beneficiary. The receipt of any person to whom payment is made as authorized in this Section shall be a sufficient voucher for the Trustee, and in the discretion of the Trustee the recipient need not be required to account to the Trustee or to any court or other person as to the disposition of such payment.

11.2.8 Notwithstanding anything in this Trust to the contrary, no trust created herein shall continue for a period longer than twenty-one [21] years after the death of the last survivor of the individuals who are specifically named as beneficiaries of said trust living at Trustor's death. At 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 persons then entitled to distributions of income, in the manner and proportions herein stated, without respect to their then attained ages.

11.2.9 Notwithstanding anything to the contrary, if at the time of the Trustor's death or at any time during the administration of a trust for a beneficiary of the Trustor, the principal of the Trust Fund for such beneficiary is Fifty Thousand and No/100 Dollars [\$50,000.00] or less, the Trustee shall immediately distribute the Trust to the beneficiary for whom it is held; provided,



however, if the beneficiary has not attained age twenty-five [25], the Trustee may distribute the entire trust to a custodian for the beneficiary under the Washington Uniform Transfers to Minors Act.

11.2.10 Unless otherwise provided herein, income accrued, accumulated or undistributed upon the termination of any estate or interest under any trust shall go to the recipient entitled to the next eventual interest. Any income which is not distributable or which is not distributed pursuant to the terms of any trust shall be accumulated, added to and thereafter administered as a part of the principal of the trust.

11.2.11 Except as otherwise provided in this agreement, the construction of this agreement shall be determined in accordance with Washington law. For purposes of determining the distribution of any trusts created and the rights of beneficiaries, Washington law regarding wills existing at the date of this agreement shall be applied as if Trustor was a testator and the beneficiaries were devisees.

11.2.12 On the death of the Trustor, the Trustee is further authorized and directed to take such action as may be necessary to allocate any increase in the income tax basis of any Trust asset in such manner as the Personal Representative of the estate of the Trustor (or in the absence thereof, as the Trustee) may, in the Personal Representative's sole and absolute discretion, deem appropriate. If the Trustee complies with directions of the Personal Representative of the estate of the Trustor with respect to the matters contained in this Section 11.2.12, the Trustee shall be absolved of liability for the result.

ARTICLE 12

SIMULTANEOUS DEATH

12.1 Survivorship. In the event any individual who is a beneficiary named in this Trust Agreement shall die simultaneously with the Trustor or under circumstances which render it difficult to determine the order of death, then the Trustor shall be deemed to have survived such individual.

ARTICLE 13

INDEMNITY

13.1 The Trustee may require indemnity to the Trustee's satisfaction before taking any action which may subject the Trustee to loss.



ARTICLE 14
NO INTENT TO BENEFIT OTHERS

14.1 Unless expressly stated otherwise in this Trust Agreement, Trustor has no intent to benefit the former spouse or domestic partner of any beneficiary of any gift in this Trust Agreement. Therefore, if any beneficiary is a party to pending proceedings for separation or dissolution of marriage or termination of a domestic partnership on the date of the Trustor's death, or is named as a party to such proceedings after the Trustor's death but before the distribution to the beneficiary is complete, Trustor expresses her strong desire that any interest the beneficiary has in Trustor's probate or trust estate not be considered a marital asset or domestic partnership asset.

ARTICLE 15
NONINTERVENTION

15.1 In addition to all powers granted to the Trustee, the Trustor specifically authorizes the Trustee to do all acts without the intervention of any court, except as may be required under the laws of the State of Washington in the case of nonintervention Trusts.

ARTICLE 16
INCONTESTABILITY

16.1 If any person takes any action to contest the validity of this Trust Agreement or any of its provisions, any share or interest in the trust estate given to that contesting individual under this Trust Agreement is hereby revoked and shall be disposed of in the same manner provided in this Trust Agreement as if that contesting individual and his or her descendants had predeceased the Trustor.



IN WITNESS WHEREOF, the Trustor and the Trustee have hereunto set their hands this 4th day of May, 2011.

Azalea J. Chandler
AZALEA J. CHANDLER, Trustor

Azalea J. Chandler
AZALEA J. CHANDLER, Trustee

The foregoing instrument was, on the date hereof, signed, published and declared by AZALEA J. CHANDLER to be her Trust Agreement in our sight and presence, who at her request and in her presence and in the presence of each other, all being present at the same time, have hereunto subscribed our names as witnesses.

Russell Kilkenny
Witness

Residing at Portland, OR
City, State

Kevin R. Ams
Witness

Residing at Hillsboro, Oregon
City, State



STATE OF OREGON)
County of Clackamas) ss.
)

Russell Kelly
Witness

Karen R. Ooms
Witness

 OFFICIAL SEAL
LUCILLE E FROST
NOTARY PUBLIC - OREGON
COMMISSION NO. 442995
MY COMMISSION EXPIRES NOVEMBER 26, 2013

Lucille E. Frost
Notary Public for Oregon
My Commission expires: 11-26-13

SCHEDULE A

TO

AZALEA J. CHANDLER REVOCABLE TRUST

1. The following described mobile home located in _____ county, Tucson
Arizona, commonly known as 801 West Limberlost Drive:

2. Bank of America Checking Account Number 002672513173

3. Bank of America Savings Act. No. 002672114943

4. Key Bank Checking Act. No. 370972057761

5. Key Bank Bond No. HTI-047785

6. Wagons West Trailer Association Membership Interest

7. Miscellaneous Personal Property

