



200303030229

Skagit County Auditor

3/3/2003 Page 1 of 14 3:38PM

Document Title:

Estoppel Agreement

Reference Number :

Grantor(s):

additional grantor names on page ___

1. Sally K. Cram

2.

Grantee(s):

additional grantee names on page ___

1. From GRANDMA With Love, Inc.

2.

Abbreviated legal description:

full legal on page(s) ___

The Northerly 20 feet of the Westerly 70 feet of Lot 7, and the Westerly 60 feet of Lots 8 & 9, Block T, "map of Lt Conner, Whatcom County, Washn, Terry, 1872"

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ___

P74083

ESTOPPEL CERTIFICATE

Sally K. Cram (herein "Landlord") and From Grandma with Love, Inc. certifies that Landlord Leases to From Grandma with Love, Inc. ("Tenant") approximately 1207 square feet of space (the "Premises") in 609 South First Street, La Conner, Washington, pursuant to the Lease Agreement dated November 21, 1998 by and between Landlord and Tenant ("Lease"). A true and correct copy of the Lease Agreement is attached as Exhibit A. Landlord and Tenant hereby mutually certify to each other, that as of today's date:

1. The Lease is in full force and effect and has not been modified, supplemented or amended. The terms of the Lease are valid and enforceable by the Landlord and Tenant. The Landlord and Tenant mutually waive any claim/defense regarding the enforceability of the Lease due a to a lack of acknowledgment when the Lease was originally signed.

2. Tenant is in actual occupancy of the Premises under the Lease and Landlord has accepted the same.

3. The initial term of the Lease commenced November 21, 1998 and shall expire November 30, 2003. Tenant has the following rights to renew or extend the term of the Lease or to expand the Premises: Tenant has the option to renew this Lease for three (3) additional periods of five (5) years each if Tenant is not in default and has fully and faithfully complied with the terms and conditions of the Lease.

4. Base Rent payable under the Lease is currently \$1685. Base Rent and additional Rent have been paid through August 31, 2002.

5. The Lease represents the entire agreement between the parties with respect to Tenant's right to use and occupy the Premises.

Landlord and Tenant acknowledge that the other is relying upon the accuracy of this Certificate in connection with their use of the Premises.

IN WITNESS WHEREOF, Landlord has caused this Certificate to be executed this 15 day of August, 2002.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 09 2003

Amount Paid \$ 0
Skagit Co. Treasurer
By [Signature] Deputy

LANDLORD

By: [Signature: Sally K. Cram]
Name: Sally K. Cram

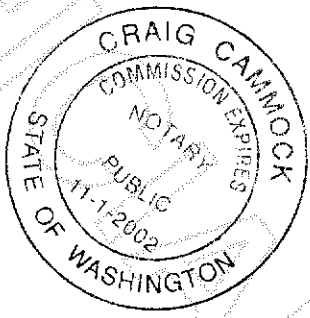


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Skagit County Auditor

STATE OF WASHINGTON)
COUNTY OF Skagit) ss.

On this day personally appeared before me Sally K. Cram, to me known 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.

GIVEN under my hand and official seal this 15 day of August, 2002

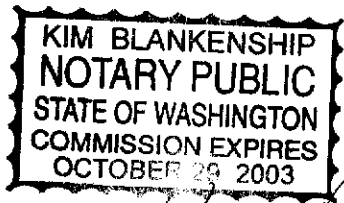


[Handwritten Signature]

Print Name: Craig Cammock
NOTARY PUBLIC in and for the State of
Washington; residing at: Mr. Vernon
My commission expires: 11-1-2002

IN WITNESS WHEREOF, Tenant has caused this Certificate to be executed this 28th day of Aug., 2002.

Tenant



[Handwritten Signature: Kim Blankenship]

By: Peggy E. Prince
President of Grandma With Love, Inc.



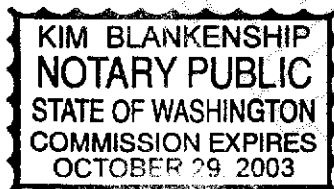
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Skagit County Auditor

STATE OF WASHINGTON)

COUNTY OF Skagit) ss.

On this day personally appeared before me Peggy E. Prince in her capacity as President of From Grandma with Love, Inc., to me known 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.

GIVEN under my hand and official seal this 28 day of August, 2002



Kim Blankenship
Print Name: Kim Blankenship
NOTARY PUBLIC in and for the State of
Washington; residing at: Anacortes
My commission expires: 10-29-03



200303030229
Skagit County Auditor

LEASE AGREEMENT

THIS LEASE (this "Lease") by and between SALLY ~~K~~ CRAM (hereinafter called "Lessor"), and FROM GRANDMA WITH LOVE, INC. (hereinafter called "Lessee") is effective as of November ~~22~~, 1998.

²¹
1. **LEASED PREMISES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, upon the terms and conditions set forth herein, those certain premises situated in the City of LaConner, Skagit County, Washington (the "Premises") described as follows:

That portion of the building constructed on the real estate described on Exhibit A hereto the location and floor plan of which are shown on Exhibit B hereto. Both of such exhibits are incorporated herein by this reference.

The Premises shall include any additions thereto or fixtures attached thereto by Lessor for Lessee's use.

^{21st} 2. **LEASE TERM:** The initial term of this Lease shall be (5) years commencing on November ~~22~~, 1998, and ending at 11:59 p.m. on December 1, 2003. As used herein the word "Term" shall include the initial term and all renewal periods for which the option to renew has been properly exercised.

3. **RENT:** Lessee covenants and agrees to pay Lessor, at the address in Section 28 hereof, or to such other party or place as Lessor may hereafter designate, Monthly Rent, on or before the first day of each month of the Term. The amount of Monthly Rent for the initial term shall be as follows:

²¹
From and including November ~~22~~, 1998 through and including November 30, 1999: \$ 1500.00.

From and including December 1, 1999 through and including November 30, 2000: \$ 1560.00.

From and including December 1, 2000 through and including November 30, 2001: \$ 1620.00.

From and including December 1, 2001 through and including November 30, 2002: \$ 1685.00.

From and including December 1, 2002 through and including November 30, 2003: \$ 1750.00.



4. **RENEWAL:** If, upon the expiration of the initial term, Lessee is not in default under this Lease and has fully and faithfully complied with all terms and conditions hereof, Lessee shall have the option to renew this Lease for three (3) additional periods of five (5) years each ("Renewal Periods"). The terms and conditions of this Lease shall remain in full force and effect during any an all Renewal Periods, except for the amount of Monthly Rent. The amount of Monthly Rent for each Renewal Period shall be such amount as the parties shall agree upon in writing prior to expiration to the initial term or the then current Renewal Period, but in no event shall the Monthly Rent for any Renewal Period be: (i) less than the amount of Monthly Rent payable in the last year of the initial term or immediately preceding Renewal Period, as the case may be; or (ii) more than a ten percent (10%) increase over the amount of Monthly Rent payable in the last year of the initial term or immediately preceding Renewal Period, as the case may be. As a precondition to Lessee's right to exercise the renewal option granted in this Section 4, Lessee shall notify Lessor of Lessee's exercise of the renewal option in writing, no earlier than six (6) months prior to the expiration of the initial term or immediately preceding Renewal Period, as the case may be. Time is of the essence in the giving of such notice.

5. **UTILITIES AND FEES:** Lessee shall pay the entire cost of all telephone, gas, heat, water, sewer, electricity, recycling, garbage, or other disposal service, and all other utilities required for its business upon the Premises or used in connection therewith.

6. **INDEMNIFICATION AND INSURANCE:** Lessee agrees to hold harmless, protect, indemnify and defend Lessor from all demands, claims, causes of action or judgments, and all reasonable expenses incurred in investigating and defending the same (including reasonable attorney's fees and costs) caused by theft of any property of Lessee located upon the Property or by injury to person or damage to property occurring on or near the Property during the Term or arising out of Lessee's use thereof, except if caused by the active negligence or willful misconduct of Lessor, in which case Lessor shall hold harmless, protect, indemnify and defend Lessee therefrom. Lessor need not have first paid any such claim in order to be so indemnified. Should Lessor without fault on Lessor's part, be made a party to any litigation instituted by Lessee or by any third party against Lessee, or by or against any person holding under Lessee, Lessee shall defend and indemnify Lessor from any liability, damages, or costs (including reasonable attorney's fees) arising from such action.

Continuously during the entire Term, Lessee shall keep in full force and effect a policy or policies of liability insurance for property damage and personal injury, with minimum limits of \$1,000,000 for any occurrence within or about the Premises or the Property, resulting in bodily injury or death of one person and consequential damages arising therefrom, and in an amount of not less the \$1,000,000 for any occurrence within or death of more than one person and consequential damages arising therefrom. Each such policy shall name Lessor as an additional named insured and shall provide that the insurer shall not cancel or materially change said insurance without giving Lessor at least thirty (30) days prior written notice. Lessee shall pay the entire premium for said insurance. Upon Lessor's request, Lessee shall deliver to Lessor a certificate evidencing the insurance required hereunder and, if requested, complete copies of such insurance policies.



Lessor and Lessee hereby release each other from liability and waive all right of recovery against each other for any loss in or about the Premises or the Property, from perils due to negligence or any other cause; provided that this paragraph shall be inapplicable if it would have the effect, but only to the extent it would have the effect, of invalidating any insurance coverage carried by either party. Lessor and Lessee shall, at the request of the other, execute and deliver to the other a waiver of subrogation in form and content as required by the respective insurance carriers of each.

7. **ACCEPTANCE OF PREMISES:** Lessee agrees that the Premises have been inspected and are acceptable in their present condition, AS IS.

8. **REPAIRS AND MAINTENANCE:** Lessee shall, at its own expense and at all times, keep and use the Premises in accordance with all applicable laws, ordinances, rules, regulation and requirements of governmental authorities. Lessee shall, at its own expense and at all times, maintain the entire interior of the Premises in good order and condition, including all floors, window casements and frames, and glass, including, when necessary, replacements of any of the foregoing, and all items of repair and maintenance or reconstruction as may from time to time be required by any governmental authority having jurisdiction over the Premises, which requirement results from Lessee's use and occupancy of the Premises.

Lessor shall repair and maintain the exterior roof, walls and foundation of the building in which the Premises are located, as well as sidewalks, curbs, access driveways and parking areas located on the Property.

9. **ALTERATION:** Lessee shall make no changes, improvements, or alterations in the Premises without the prior written consent of Lessor, which consent Lessor may withhold or condition in its sole discretion. In the performance of such work, Lessee agrees to comply with all laws, ordinances, rules, permits and regulations of any public authority, and to hold harmless, protect, indemnify and defend Lessor from all demands, claims, damages, causes of action or judgments related thereto. Upon termination of this Lease, Lessee shall have the right to remove any and all of its trade fixtures, equipment and other personal property which it may have stored, attached to, or installed in the Premises; provided, however, that Lessee will repair all damage to the Premises occasioned by such removal to Lessor's satisfaction prior to the expiration or sooner termination of this Lease. Lessee shall, if so required by Lessor, remove all or any portion of improvements or alterations made by Lessee prior to the end to the Term.

10. **ACCESSIBILITY LAWS:** "Accessibility Law" means any local, State, or federal law, regulation, ordinance, resolution, order, or directive relating to access, use, or enjoyment of the Premises by, or employment thereupon, of handicapped persons, or to the removal of any tangible or intangible barrier or impediment to access, use, or enjoyment of the Premises by handicapped persons, including, but not limited to the Americans with Disabilities Act.

(a) **Negative Covenants.** Notwithstanding anything in this Lease to the contrary, Lessee shall make no repair, maintenance, construction, reconstruction or other alteration to the



Premises that violates any provision of any Accessibility Law. Lessee shall not adopt or otherwise allow to exist any policy or practice related to its use or occupancy of the Premises or the conduct of its activities thereon that violates any Accessibility Law.

(b) Indemnity. If any claim is asserted against Lessor under any Accessibility Law relating directly or indirectly to any violation by Lessee of any of the provisions of the Section 11, Lessee shall defend, indemnify and hold Lessor harmless from and against any claims, charges, liabilities, obligations, penalties, damages, judgments, costs and expenses (including attorney's fees) arising directly or indirectly from such violation. Further, Lessee shall reimburse Lessor upon demand for any cost or expense required to alter any portion of the Premises to comply with any Accessibility Law as a result of any repair, maintenance, construction, reconstruction or other alteration to the Premises by Lessee.

(c) No Covenants, Representations, or Warranties. Lessor has made no covenant, representation, or warranty regarding the compliance or extent of noncompliance of any portion of the Property with any Accessibility Law and hereby disclaims any implied warranties with respect thereto, including any implied warranty of habitability or fitness for a particular purpose. No approval by Lessor of any plans or specifications for any Lessee alterations, or failure to disapprove any such plans, specifications, or Lessee alterations shall constitute a representation or warranty by Lessor, whether express or implied, that such plans will comply with any Accessibility Law.

11. SIGNS: All signs or symbols placed by Lessee upon any exterior part of the building in which the Premises are located shall be subject to Lessor's prior written approval. Lessor may demand the removal of signs which are not so approved, and Lessee's failure to comply with said request within five (5) days will constitute a material breach of this Lease and shall entitle Lessor to cause such sign(s) to be removed and the building repaired at the sole expense of Lessee. Upon termination of this Lease, Lessee shall remove all signs placed by it on the Property, in the Premises, or upon the building in which the Premises are located, and shall repair any damage caused by the installation or removal of such signs. All signs must comply with applicable regulations and ordinances and be placed in accordance with required governmental permits.

12. CONDEMNATION: If a substantial part of the Property of Premises is taken or damaged by the right of eminent domain, or purchased by the condemnor in lieu thereof, so as to render the remaining Premises economically untenable, this Lease shall be terminated as of the time of taking at the option of either party. Upon such a termination, the Monthly Rent and any amounts owing as additional rent shall be paid up to that date. In the event of a partial taking which does not render the Premises economically untenable, the rent shall be reduced in direct proportion to the square footage of the Premises taken. Lessee shall have no claim to any portion of the compensation for the taking or damaging of the Property or the Premises, or the building in which the Premises are located.



13. **LIENS AND INSOLVENCY:** Lessee shall keep the Premises free from any lien arising out of any work performed for, material furnished to, or obligation incurred by Lessee and shall indemnify and hold Lessor harmless from and against the same. In the event Lessee becomes insolvent, bankrupt, or if a trustee, receiver, assignee or other liquidating officer is appointed for the assets of Lessee, Lessor may terminate his Lease at its sole option.

14. **SUBLETTING OR ASSIGNMENT:** Lessee shall not sublet the whole or any part of the Premises without the prior written consent of Lessor, nor shall Lessee assign this Lease without the prior written consent of Lessor, which will not be unreasonably withheld or delayed. No sublease or assignment of this Lease shall relieve Lessee of any of its duties or obligations under this Lease. This Lease shall not be assignable by operation of law.

15. **ACCESS:** Lessor and its designated agent(s) shall have the right to enter the Premises at all reasonable times for the exercise of any right or obligation of Lessor under this Lease, including for making inspections, repairs, additions or alterations. Lessor shall have the right to show the Premises to prospective tenants and place and maintain "For Rent" signs in conspicuous places on the Premises for sixty (60) days prior to the expiration or sooner termination of this Lease.

16. **POSSESSION:** If for any reason Lessor is unable to deliver possession of the Premises at the commencement of the Term, Lessee may give Lessor written notice of its intention to cancel this Lease if possession is not delivered within thirty (30) days after receipt of such notice by Lessor. Lessor shall not be liable for any damages caused by delay, and Lessee shall not be liable for any rent until such time as Lessor delivers possession. A delay of possession shall not extend the Term. If Lessor offers delivery of possession of the Premises prior to the commencement of the Term, and if Lessee accepts such early possession, then both parties shall be bound by all the terms and conditions herein as of the date of execution of this Lease or delivery of possession to Lessee, whichever is late, and Lessee shall pay Monthly Rent from that date.

17. **DAMAGE OR DESTRUCTION:** If the Premises are rendered untenantable in whole or in part by fire or other casualty, Lessor may elect, at its sole option, not to restore or rebuild the Premises and shall so notify Lessee in writing within sixty (60) days after the casualty, in which event Lessee shall vacate the Premises within a reasonable time after receipt of such notice, and this Lease shall be terminated as of the date of the event causing the untenantability. In the alternative, Lessor may elect to notify Lessee in writing, within sixty (60) days after such casualty, that Lessor will undertake to rebuild or restore the Premises, and shall commence and complete such work with reasonable diligence. During the period of untenantability, rent and other costs as identified in this Lease shall abate in the same ratio as the portion of the Premises rendered untenantable bears to the whole of the Premises.

18. **ENVIRONMENTAL INDEMNITY:** Lessee agrees to hold harmless, protect, indemnify and defend Lessor from and against any claims, demands, penalties, fees, liens,



damages, losses, expenses or liabilities (including the costs of clean-up and reasonable professional fees, including fees of Lessor's council) incurred by Lessor as a result of the presence of any Hazardous Substance on the Property occurring after the commencement date, to the extent caused by any act or omission of Lessee, its directors, officers, shareholders, agents, employees, contractors, guests, invitees, licensees, customers, vendors, or visitors. The indemnity and other duties provided for in this Section 19 shall survive the assignment, expiration or sooner termination of this Lease, and shall apply notwithstanding any approval, knowledge, acquiescence, or notice of Lessor of any activity of the Lessee on the Property.

For purposes of this Lease, the term "Hazardous Substance" means any hazardous, toxic, or dangerous substance, waste, or other product, substance, or material that is now or hereafter considered to be potentially injurious to the public health, or to the environment or which is or becomes regulated under any federal, state, or local statute, rule, regulation or ordinance now or hereafter in effect pertaining to environmental protection, environmental contamination or cleanup, or to the protection of human or other animal health or safety.

19. **DEFAULT IN REQUIRED PAYMENTS; LATE CHARGES:** Any sums payable to Lessor which are not paid in full when due and which remain unpaid for a period of ten (10) days shall bear interest at the rate of fifteen percent (15%) per annum from the date originally due, or the highest rate allowed under applicable law, whichever is lower. In addition, Lessee shall pay Lessor as additional rent a one-time late charge equal to ten percent (10%) of the amount of any installment of rent or other sum, if not paid within ten (10) days of its due date.

20. **REMOVAL OF PROPERTY:** In the event Lessor re-enters the Premises as provided herein, Lessor shall have the right, but not the obligation, to remove all the fixtures and personal property located therein and to place such property in storage at the expense and risk of Lessee and Lessee shall reimburse Lessor for any expense incurred in connection with such removal and/or storage.

21. **REMEDIES CUMULATIVE:** The remedies to which either party may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which a party may lawfully be entitled in case of any breach or threatened breach by the other party of any provisions of the Lease. In addition to the remedies provided in this Lease, both parties are entitled to all other remedies provided by law or equity.

22. **COSTS AND ATTORNEY'S FEES:** If, by reason of any alleged default or breach on the part of either party in the performance of any of the provisions of this Lease, a legal action is instituted, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought in connection with this Lease shall be in Skagit County, Washington.

23. **NO WAIVER; MODIFICATION; INTEGRATION:** Any waiver by either party of any breach hereof by the other party shall not be considered a waiver of any future similar



breach. This Lease contains all the agreements between the parties. There are no verbal or other agreements, representations, or warranties of the parties that modify, supplement, or affect this Lease. This Lease supersedes any and all prior agreements executed by or on behalf of the parties hereto regarding Lessee's occupancy of the Premises, and there shall be no modification of the agreements contained herein except by written instrument signed by both parties.

24. SURRENDER OF PREMISES: Lessee agrees, upon termination of this Lease, to peacefully quit and surrender the Premises without notice, leave the Premise neat and clean, in the same condition as on the commencement date of the Term (reasonable wear and tear excepted), and to deliver all keys to the Premises to Lessor.

25. HOLDING OVER: If Lessee shall hold over after the expiration of the Term or earlier termination of this Lease, Lessee shall remain bound by all the terms and conditions herein, except that the tenancy shall be from month to month and the rental payable for each month of such holdover tenancy shall be one hundred ten percent (110%) of the monthly installment of Monthly Rent for the month immediately preceding expiration of the Term or earlier termination of this Lease.

26. BINDING ON HEIRS, SUCCESSORS, AND ASSIGNS: The covenants and agreements of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto.

27. USE: Lessee shall use the Premises for retail purposes and for no other purposes, without the prior written consent of Lessor.

28. NOTICE: Any notice required to be given by either party to the other shall be deposited in the United States mail, first class, postage prepaid, addressed as follows:

If to Lessor: Sally K. Cram
P.O. Box 67
LaConner, WA 98257

If to Lessee: From Grandma With Love, Inc.
P.O. Box 218
LaConner, WA 98257

or at such other address as either party may designate to the other in writing from time to time.

29. TIME OF ESSENCE: Time is of the essence in this Lease.



30. **RECORDING:** This Lease shall not be recorded, but at the request of either party a Memorandum of Lease setting forth the Term hereof and such other provisions as may be reasonably acceptable to both parties shall be executed and acknowledged by the parties and recorded in the county where the Property is located. The party requesting such memorandum shall pay all costs of recording such memorandum and the other party's reasonable attorney's fees required to review such memorandum. If such a Memorandum of Lease is recorded, then at the expiration or sooner termination of this Lease, Lessee shall execute in recordable form and deliver to Lessor a Quit Claim Deed covering the Premises.

31. **DEFAULT AND RE-ENTRY:** If the Lessee shall fail to keep and perform any of the covenants and agreements herein contained, other than the payment of rent, and such failure continues for ten (10) days after written notice from Lessor, unless appropriate action has been taken by Lessee in good faith to cure such failure and Lessee has notified Lessor in writing of its good faith action, Lessor may, at its option, terminate this Lease and re-enter the Premises. Alternatively, Lessor may, without terminating this Lease, re-enter said Premises, and sublet the whole or any part thereof for the account of the Lessee upon as favorable terms and conditions as the market will allow for the balance of the Term. Lessee covenants and agrees to pay to Lessor any deficiency arising from a re-letting of the Premises at a lesser amount than the amount of the Monthly Rent. However, the right of Lessor to re-enter and relet shall not impose upon Lessor the obligation to do so. Notwithstanding any such re-entry, the liability of Lessee for the full Monthly Rent and other sums provided for herein shall not be extinguished.

32. **SUBORDINATION:** Lessee agrees that this Lease shall be subordinate to any mortgages or deed of trust placed on the Property prior of subsequent to the execution of this Lease.

33. **ESTOPPEL CERTIFICATE:** Lessor and Lessee agree, from time to time, upon written request of either party, to promptly execute, acknowledge and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), whether any party is in default or breach of this Lease, and the dates to which rent and other charges have been paid in advance, if any.

34. **PARTIAL INVALIDITY:** If any Term or provisions of the Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such Term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced as written to the fullest extent permitted by law.

35. **NO BROKERAGE COMMISSION:** Each party represents and warrants to the other party that no broker or agent negotiated or was otherwise involved in procuring or consummating this Lease on behalf of such party and each such party agrees to indemnify and hold the other party harmless from any brokerage commission claimed by any other person or entity with whom such party has dealt regarding this Lease.

Lease Agreement

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Skagit County Auditor

36. RULES AND REGULATIONS: Lessee agrees to comply with all rules and regulations which are or may be adopted by Lessor for the general benefit of all occupants in the building on which the Premises are located.

37. CONSTRUCTION: Lessor and Lessee have participated equally in the negotiation of this Lease. This Lease shall be construed without regard to which party drafted any particular clause under consideration.

38. CONFLICT OF PROVISIONS: In case of a conflict within this Lease, the more specific provision of the Lease shall control over the more general provisions.

39. GOVERNING LAW: This Lease shall be governed by the laws of the State of Washington.

40. HEADINGS: The captions in the Lease are for the convenience of the reader and are not to be considered in the interpretation of its terms.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date and year written above.

LESSOR:

SALLY ~~A~~ CRAM, Individually

By Sally A. Cram 11/21/98
Sally A. Cram Date

LESSEE:

FROM GRANDMA WITH LOVE, INC.

By: Peggy E. Prince 11/21/98
Peggy E. Prince, President Date



200303030229

Skagit County Auditor

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this _____ day of _____, 1998, before me personally appeared SALLY A. CRAM, to me known to be the person who executed the within and foregoing instrument to be the free and voluntary act and deed of said individual for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal on the day and year first above written.

Notary Public in and for the State of
Washington, residing at _____
My appointment expires _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this _____ day of _____, 1998 personally appeared before me Peggy E. Prince to me known to be the President of From Grandma With Love, Inc., the corporation which executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal on the day and year first written.

Notary Public in and for the State of
Washington, residing at _____
My appointment expires _____.

