

WHEN RECORDED RETURN TO:

Richard Davey
3300 E Ponce De Leon Ave
Scottsdale, GA 30079-1204



201606280102

Skagit County Auditor

\$88.00

6/28/2016 Page

1 of

14 3:17PM

DOCUMENT TITLE(S):

Certification of Trust

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

Deen#

201606280103

GRANTOR:

Donald C. Groves
Barbara L. Groves

GRANTEES:

The Groves Family Trust dated 2/6/01

Land Title and Escrow

155427-

FAZ

ABBREVIATED LEGAL DESCRIPTION:

Lot 13, Blk 8, Holiday Hideaway #1

TAX PARCEL NUMBER(S):

P66098/3926-008-013-0003

COPY

CERTIFICATION OF TRUST

(RCW 11.98.075)

Donald C. Groves and Barbara L. Groves, as Settlers and Trustees, executed The Groves Family Trust dated February 06, 2001 (the "Trust"). The following information is provided concerning the Trust:

1. **Date of Execution and Existence of Trust.**

The Trust was executed on February 06, 2001, was amended on May 06, 2010, September 07, 2010, June 11, 2013, January 23, 2014 and is currently in existence.

2. **Trustor.**

The Surviving Trustor is Barbara L. Groves. Donald C. Groves passed away on April 14, 2010.

3. **Trustee.**

The currently acting Co-Trustees are Barbara L. Groves and Richard Davey.

4. **Trust Powers.**

The powers of the Co-Trustees are set forth on Exhibit A attached hereto.

5. **Mailing Address.**

The mailing addresses of the Co-Trustees are:

Barbara L. Groves
911 Bannock Place
La Conner, WA 98257

Richard Davey
359 Elmira Place
Atlanta, GA 30307

6. **Revocability.**

The Survivor's Trust "A" is revocable and Barbara L. Groves, acting alone, has the power to revoke the Trust. The Decedent's Trust "B" is irrevocable and no one has the ability to revoke the Decedent's Trust "B."

7. Exercise of Trust Powers.

Co-Trustees may act independently of each other, but confer with the other Co-Trustee and keep the other Co-Trustee well informed. When more than one person is named with another to act as Co-Trustee(s) and one of the named persons is unable or unwilling to for any reason to serve or continue to serve, and no additional persons are name herein to take the place of such Trustee who is unable or unwilling for any reason to serve or to continue to serve, the Settlor directs that the remaining named Co-Trustee(s) shall continue to serve as Trustee hereof without the approval of any court. Upon the death of the Trustor, the remaining Co-Trustee(s) shall act as Successor Co-Trustee(s) or if only one remains, as Successor Trustee.

8. Taxpayer Identification Number.

The IRS identification number for the Survivor's Trust "A" is the Social Security Number of the Surviving Trustor, Barbara L. Groves. The IRS identification number for the Decedent's Trust "B" is the EIN 27-6817562.

9. Title to Trust Assets.

Title to Trust assets should be taken in the name of Barbara L. Groves, Trustor/Co-Trustee and Richard Davey, Co-Trustee, of The Groves Family Trust, dated February 06, 2001.

10. Governing Law.

The Trust was established under the laws of Washington.

11. Current Status of Trust.

The Trust has not been revoked, modified or amended in a manner that causes the representations contained in this certification to be incorrect.

The undersigned certifies that the above information is true and accurate this 23 day of January, 2014.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20162677
JUN 28 2016

Amount Paid \$
Skagit Co. Treasurer
By *MG* Deputy

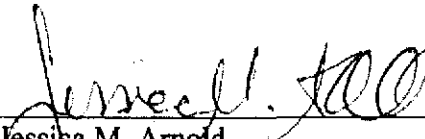
Barbara L. Groves
Barbara L. Groves, Trustor/Trustee

STATE OF WASHINGTON)
)ss.
COUNTY OF SKAGIT)

On, January 23, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Barbara L. Groves, known to me or proved to me on the basis of satisfactory evidence to be the person who subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.





Jessica M. Arnold
NOTARY PUBLIC in and for the State of
Washington, residing at Sedro-Woolley.
My commission expires June 19, 2017.

"Exhibit A"

Competency Clause

The Trustors hereby provide that two (2) designated licensed physicians shall be authorized and empowered to determine the competency of any Trustor or Trustee of this Trust Agreement. One of the physicians to determine competency shall be the attending physician of the Trustor or Trustee whose competency is to be determined. The second physician shall be appointed by said attending physician.

The appointed physicians shall confirm in writing the incompetency or competency of the appointing Trustor or Trustee, and their joint decision thereon shall be binding upon the Trustors, Trustees and Beneficiaries of this Trust.

If a Trustor or Trustee has no attending physician at the time when a determination of their competency is desired, the Trustors and Trustees hereby direct that the Attorney-in-Fact, appointed under the Durable Power of Attorney for Health Care or similar instrument, of the Trustor or Trustee whose competency to serve as Trustee is to be determined, will name and engage an attending physician on their behalf. Such physician shall then appoint the second physician and they shall determine competency in accordance with these provisions.

Confirmation of removal or reappointment of any Trustee removed for incompetency by reason of the determination of the appointed physicians or whose recovery and competency to serve as Trustee hereunder has been re-certified by the appointed physicians, may be confirmed by application to a court of competent jurisdiction of the then situs of the Trust.

TRUSTOR POWERS

Trustor Retains Absolute Right as Trustee

The Surviving Trustor shall be the Trustee, unless and until, the Trustee resigns in writing, or is determined incompetent as provided in this Trust Agreement. The Surviving Trustor continues to retain all absolute rights to discharge or replace any Successor Trustee of any portion or share of the Trust which is revocable by the Surviving Trustor, as long as the Trustor is competent.

Description of Powers

The Trustors may, during the joint lives of the Trustors, by signed instruments delivered to the Trustee: change the beneficiaries, their respective shares and the plan of distribution; amend this Trust in any other respect; or, revoke this Trust in its entirety or any provision therein, except as to any share or Trust created herein which has become irrevocable by the terms hereof or by operation of law.

Both Trustors acting as Trustees may, during the joint lives of the Trustors: Withdraw the commonly owned and/or the community estate from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee and other Trustor, provided, however, that all or any part of the commonly owned and/or

community estate withdrawn by the Trustors shall be delivered to the Trustors as commonly owned and/or community property as appropriate; add commonly owned and/or community property to the Trust; change the beneficiaries, their respective shares and the plan of distribution; amend this Trust in any other respect; or revoke this Trust in its entirety or any provision therein; provided, however, the duties or responsibilities of the Trustee shall not be enlarged without the Trustee's consent nor without satisfactory adjustment of the Trustee's compensation. Both Trustors are authorized and empowered with respect to any property, real or personal, to: assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of the Trustor, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of the Trustor, invest, lease, manage, mortgage, hypothecate, encumber, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, guarantee the obligations of the Trust, the Trustors personally, or any other person or entity, make distributions in cash or in kind or partly in each without regard to the income tax basis of such asset, or do any other related act, all for and in behalf of the Trust or for the Trustors' own accounts or to secure the Trustors' own debts or obligations.

In the event that either Trustor is living and competent, but is for any reason not serving as Trustee of this Trust, they may exercise each and every right and power retained and granted by this Section, "TRUSTOR POWERS" by signed instrument or instruments delivered to the Trustee.

Gifts Treated as Revocation

The Trustors intend that all transfers (other than sales or exchanges made for full and adequate consideration, or distributions for the direct benefit of the Trustor made from the assets of the Trust) shall be a revocation by the Trustors as to Trust administration over the transferred assets and shall constitute an initial distribution to the Trustors and subsequent transfer by the Trustors to the donee. This provision shall apply whether such transfer is made by the Trustors or by a Trustee at the written direction of both the Trustors.

TRUSTEE POWERS

The Trustee shall hold, administer and distribute the Trust Estate as follows:

Discretionary Powers of Trustee

In exercising discretion hereunder, the Trustee is to consider the needs of the Surviving Trustor, during his or her lifetime, as the primary purpose of the Trust, even if the satisfaction of such needs requires invasion of the entire Trust Estate.

After the death of the Surviving Trustor, the needs of the children shall be paramount to the conservation of the Trust Estate for the benefit of those who will be entitled to the Trust Estate at its termination. The Trustee shall, in exercising the

discretion given herein for the benefit of the children or their issue, do so in such a manner as will encourage thrift, industry, and self-reliance to the maximum extent practicable by the respective Beneficiaries, and discourage extravagance or indolence on the part of any such Beneficiary.

Trust As The Beneficiary Of A Qualified Plan Or Account

In addition to all other distributions required or permitted by this Trust Declaration, if the Trust is the beneficiary of a plan or account qualified under Section 401 of the Internal Revenue Code, the Trust is to make the minimum distributions to the Trust Beneficiary in the amount and manner required by Section 401(a)(9) of the Code and any other applicable provision of the Code.

Commonly Owned Property

During the lives of the Trustors, the Trustee shall have no more extensive power over any commonly owned and/or community property transferred to the Trust than either Trustor would have under the property laws of this state, had this Trust not been created, and this instrument shall be so interpreted to achieve this intention.

The Trustee shall hold, manage, invest and reinvest the commonly owned and/or community estate (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal during the joint lives of the Trustors as follows.

- The Trustee shall pay to, or apply for the benefit of the Trustors, jointly, all the net income.
- The Trustee may pay to, or apply for the benefit of the Trustors, individually and/or jointly, such sums from the principal as in their sole discretion shall be necessary or advisable from time to time for the medical care, welfare and maintenance of the Trustors, taking into consideration to the extent the Trustee deems advisable any other income or resources of the Trustors known to the Trustee.
- Either Trustor may, at any time during the joint lives of the Trustors, and from time to time, withdraw all or any part of the principal of the commonly owned and/or community estate, free of trust, by delivering an instrument in writing, duly signed by both Trustors, to the Trustee and to the Trustors, describing the property or portion thereof desired to be withdrawn (although such a writing may be dispensed with where both Trustors are themselves the Trustees). Upon receipt of such instrument, the Trustee shall thereupon convey and deliver to the Trustors, as commonly owned and/or community property, free of trust, the property described in such instrument.

Separate Property

The Trustee shall hold, manage, invest and reinvest the separate estate of each Trustor (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal during the joint lives of the Trustors as follows:

- The Trustee shall pay to, or apply for the benefit of the Trustor who contributed such separate estate, all of the net income of such Trustor's separate estate.
- The Trustee may pay to, or apply for the benefit of the Trustor who contributed such separate estate, such sums from the principal thereof as in the Trustee's sole discretion shall be necessary or advisable from time to time for the medical care, welfare and maintenance of such Trustor, taking into consideration to the extent the Trustee deems advisable, any other income and resources of such Trustor known to the Trustee.
- The Trustor who contributed such separate estate may at any time, during the joint lives of the Trustors and from time to time, withdraw all or any part of the principal of such separate estate, free of trust, by delivering an instrument in writing duly signed by him or her to the Trustee, describing the property or portion thereof desired to be withdrawn. Upon receipt of such instrument, the Trustee shall thereupon convey and deliver to such Trustor, as his or her separate property, free of trust, the property described in such instrument.

Incompetency

In the event that a Trustor is adjudicated to be incompetent or in the event that a Trustor is not adjudicated incompetent, but by reason of illness or mental or physical disability is, in the opinion of the Trustee, unable to properly handle his or her own affairs, then and in that event, the Trustee may during the joint lives of the Trustors, in addition to the payments of income and principal for the benefit of such Trustor, pay to or apply for the benefit of the effected Trustor such sums from the net income and from the principal of such Trustor's separate estate as in the Trustee's sole discretion shall be necessary or advisable from time to time for the medical care, maintenance and welfare of such affected Trustor, taking into consideration the extent the Trustee deems advisable any other income or resources of the affected Trustor known to the Trustee.

Specific Trustee Powers

By way of illustration and not of limitation and in addition to any inherent, implied or statutory powers granted to trustees generally, the Trustee is specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of this Trust: to allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any

business of the Trustor, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of the Trustor, invest, lease, manage, mortgage, hypothecate (by Deed of Trust or other appropriate instrument), encumber, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, make distributions in cash or in kind or partly in each without regard to the income tax basis of such asset and in general, exercise all of the powers in the management of the Trust Estate which any individual could exercise in the management of similar property owned in his/her own right, upon such terms and conditions as to the Trustee may seem best, and execute and deliver any and all instruments and do all acts which the Trustee may deem proper or necessary to carry out the purposes of this Trust, without being limited in any way by the specific grants of power made, and without the necessity of a court order.

The Trustee is authorized to pledge the assets of the Trust to secure the indebtedness of the Trustors.

Securities Authorization

The Trustee is empowered to buy, sell, trade and deal in stocks, bonds, mutual funds and securities of all nature (including "short" sales) and commodities of every nature, and contracts for future delivery of commodities of every nature on margin or otherwise; whether those contracts be in the nature of "puts" or "calls" as such terms are normally understood in the securities industry; and for such purpose to maintain and operate margin and commodities accounts with brokers; and in connection therewith, to borrow money and to pledge any and all stocks, bonds, securities, mutual funds, commodities and contracts for the future delivery thereof, held or purchased by the Trustee, with such brokers for loans and advances made to the Trustee.

The Trustee is empowered to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations, and in connection therewith to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable.

The Trustee is expressly authorized in the Trustee's sole discretion to exercise any option to purchase stock under any stock option purchase plan in which any decedent Beneficiary is a participant.

The Trustee shall have the power, unless limited by law, in the Trustees' absolute discretion to hire, employ and retain third parties and managers of Trust assets and to grant to such managers authority to manage, buy, and sell Trust assets at such managers' discretion, provided that in selecting any such manager the Trustee shall exercise the care which persons of prudence, discretion and intelligence employ on their own account and further provided that any such grant of powers to any such manager shall be in writing.

The Trustee is authorized to employ attorneys, accountants, investment advisors, investment managers, specialists and such other agents as the Trustee shall deem necessary or desirable. The Trustee shall have the authority to appoint the investment manager or managers to manage all or any part of the assets of the Trust, and to delegate to said manager investment discretion, within the limits prescribed by law, if any. Such appointment shall include the power to acquire and dispose of such assets. The Trust shall be solely liable for the compensation of such attorneys, accountants, investment advisors, investment managers, specialists and other agents and any other related costs or expenses.

If the Trustee elects to appoint an investment manager, the Trustee shall enter into an agreement with each investment manager so appointed, specifying the duties and compensation of such investments manager and other terms and conditions under which such investments manager shall be retained. The Trustee shall not be liable for any act or omission of any investment manager, and shall not be liable for following the advice of any investment manager, with respect to any duties delegated to the investment manager.

The Trustee shall have the power to determine the portion of the Trust assets to be invested pursuant to the direction of a designated investment manager and to set investment objectives and guidelines for the investment manager.

The investment manager shall have the same power to invest and reinvest the assets of the Trust under his/her management that he/she would have if he/she were him/herself the Trustee of the Trust (subject to the guidelines established by the Trustee).

Sub-Chapter S Authorization

It is the Trustors' intent that all Trusts and shares created hereby qualify as a Qualified Subchapter S Trust ("QSST") for federal tax purposes (if the appropriate election is made) and in any event to conform to the requirements of the provisions of the Internal Revenue Code from time to time existing with respect to the federal income tax treatment of S Corporations and their shareholders with respect to any S Corporation Stock or rights therein. The Trustors intend that the provisions of this Trust, including any power, duty or discretionary authority, be construed to conform to that intent. To the extent that any such provision cannot be so construed with respect to any S Corporation Stock or rights therein, it shall be deemed void as to such Stock or right. In no event shall the Trustee take any action or have any power that will impair the power of such trusts or shares to hold S Corporation stock, and all provisions regarding such trusts shall be interpreted to conform to that objective with respect to any S Corporation Stock or rights therein.

Stock of Professional Corporation

Any professional corporation stock transferred to this Trust by a duly licensed Trustor shall be held, managed and administered by the licensed Trustor as the Stock Trustee for the use and benefit of said licensed Trustor. The Stock Trustee shall have all the powers described in the provision entitled "**TRUSTEE POWERS**" with regard to such stock. Subject to the remaining paragraphs of this Article, if the professional corporation stock is transferred from the Trust during the lifetime of the licensed Trustor, it shall be transferred only to the licensed Trustor or to a bona fide purchaser for adequate consideration.

The licensed Trustor shall have legal and equitable title to such shares, subject only to any commonly owned or community property interest which the non-licensed Trustor may have. Nothing in this Article shall be deemed to limit or otherwise affect said commonly owned or community property interest in the proceeds which may be received from the sale of such stock after the death of the licensed Trustor.

At such time as the professional corporation is no longer engaged in the practice of its licensed profession or if it becomes unable to do so, the stock shall be held by the Trustee(s) named in this Agreement, subject to all the provisions of this Trust Agreement exclusive of this Section, "Stock of Professional Corporation".

Trust Investments

The Trustee shall invest the Trust Estate so that it will produce for the Surviving Trustor, during his or her lifetime, an income or use which is consistent with the value of the Trust Estate and with its preservation.

Payment to Minor and/or Handicapped Individual

In case the income or principal payment under any Trust created hereunder or any share thereof shall become payable to a person under the age of twenty-one (21), or to a person under legal disability, or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the opinion of the Trustee unable properly to administer such amounts, then such amounts shall be paid out by the Trustee in such of the following ways as the Trustee deems best: directly to such Beneficiary; to the legally appointed Guardian of such Beneficiary; to some relative or friend for the care, support and education of such Beneficiary; or by the Trustee using such amounts directly for such Beneficiary's care, support and education.

Reimbursement of Guardian's Expenses

The Trustors do not desire that the Guardian of any minor Beneficiary should incur personal expense for the support of such Beneficiary. The Trustee is authorized to distribute funds from such Beneficiary's share for the purpose of reimbursing such Guardian for reasonable expenses incurred in accommodating such Beneficiary.

Occupancy of Residence

The Trustee may permit any Trustor Beneficiary to occupy rent free any residence constituting a part of the assets of a Trust for such Beneficiary and to pay the real estate taxes thereon, expenses of maintaining said residence in suitable repair and condition and to pay hazard insurance premiums on said residence; provided, however, the Trustee shall not exercise this power in any way which would deprive either Trustor under this Trust of the beneficial enjoyment of the Trust and either Trustor shall have the right to limit, restrict or terminate the Trustee's exercises of this power if it interferes with such beneficial enjoyment.

Either Trustor shall further have the right to sell any residence constituting a part of the Trust estate or Trust B and buy another of the same or lesser value, or exchange any residence constituting part of the said Trust estate for another; any excess value not used to acquire the new residence becoming part of the said Trust estate.

Discretionary Dissolution of Trust

If at any time any Trust created in this Trust Agreement has a fair market value, as determined by the Trustee, of fifteen thousand (\$15,000) dollars or less, the Trustee, in the Trustee's absolute discretion if the Trustee determines that it is uneconomical to continue such Trust, may terminate such Trust and distribute the Trust property to the person or persons then entitled to receive or have the benefit of the income therefrom or the legal representatives of such person. If there is more than one income Beneficiary, the Trustee shall make such distribution to such income Beneficiaries in the proportion in which they are Beneficiaries or, if no proportion is designated, in equal shares to such Beneficiaries.

Valuation of Assets

In making the distributions of any trust or share created under this Trust Agreement, the judgment of the Trustee concerning the valuation of assets distributed shall be binding and conclusive upon all beneficiaries. The Trustee may distribute the shares of the various Trusts to Beneficiaries by making distribution in cash, or in kind, or partly in cash and partly in kind, or in undivided interests, in such manner as the Trustee in his or her sole and absolute discretion deems advisable. The Trustee may sell such property as the Trustee deems necessary to make such division or distribution. After any division of the Trust Estate, the Trustee may make commonly owned investments with funds from some or all of the several shares of the Trust Estate.

Application to Court

If there ever is any need to obtain court approval of any accounting or interpretation of this Agreement, the Trustors direct the Trustee to make such application to any court of competent jurisdiction, it being the intent of the Trustors that the court shall not assume continuing jurisdiction.

Insurance

The following provisions apply to insurance held by the Trust or of which the Trust is the Beneficiary.

Policy Owner's Rights

Nothing in this Article shall be construed as limiting the right of either Trustor to dispose of by Will of his or her interest in any life insurance policy on the other Trustor's life that is payable to the Trustee hereunder or as limiting any such right a Trustor may possess in any such insurance policy by virtue of its commonly owned or community property character.

Trustee Held Harmless as Custodian

The owner of any life insurance policies payable to the Trustee shall have all rights under any such policies, including the right to change the Beneficiary, to receive any dividends or other earnings of such policies without accountability therefor to the Trustee, as security for any loan to either Trustor or any other person; and the Trustee shall have no responsibility with respect to any policies, for the payment of premiums or otherwise, except to hold any policies received by the Trustee in safekeeping and to deliver them upon owner's written request and upon the payment to the Trustee of reasonable compensation for services. The rights of any assignee of any policy shall be superior to the rights of the Trustee.

Canceling a Policy

If any policy is surrendered or if the Beneficiary is changed, this Trust shall be revoked with respect to such policy. However, no revocation of the Trust with respect to any policy, whether pursuant to the provisions of the preceding sentence or otherwise, shall be effective unless the surrender or change in Beneficiary of the policy is accepted by the insurance company.

Policy Options

Upon the death of the insured under any policy held by or known to, and payable to, the Trustee, or upon the occurrence of some event prior to the death of the insured that matures any such policy, the Trustee, in the Trustee's discretion, either may collect the net proceeds and hold them as part of the principal of the Trust Estate, or may exercise any optional method of settlement available to the Trustee, and the Trustee shall deliver any policies on the Trustor's life held by it and payable to any other beneficiaries as those beneficiaries may direct.

Insurance Payment Discharge

Payment to, and the receipt of, the proceeds, by the Trustee shall be full discharge of the liability of any insurance company, which need not take notice of this Trust Agreement or see to the application of any payment.

Suing an Insurance Company

The Trustee need not engage in litigation to enforce payment of any policy without prior indemnification to the Trustee from the Trust satisfactory to the Trustee for any resulting expenses.

Limitation on Change of Beneficiary

The Trustee shall not have the power or authority to change the beneficiary of any policy of insurance held in any irrevocable trust created under the terms hereof.

PAYMENT OF DEATH COSTS

The Trustee shall see to the payment of all obligations of a deceased Trustor, including costs of final illness, funeral and interment as deemed appropriate by the Trustee.

Discretionary Powers of Trustee

After a Trustor's death, the Trustee may, in the Trustee's discretion, pay all or any part of such deceased Trustor's funeral and last illness expenses, legally enforceable claims against the Trustor or his or her estate, reasonable expenses of estate administration, any allowances by court order to those dependent upon such Trustor, any estate, inheritance, succession, death or similar taxes payable by reason of such Trustor's death, together with any interest thereon or other additions thereto, without reimbursement from such Trustor's Executor, Personal Representative, or Administrator, from any Beneficiary of insurance upon such Trustor's life, or from any other person. All such payments, except for interest, shall be charged generally against the principal of the Trust Estate includable in such Trustor's estate for Federal estate tax purposes and any interest so paid shall be charged generally against the income thereof except as follows:

Specific Provisions for Settling Estate

On the death of the first of the Trustors to die, the Surviving Trustor shall allocate and charge the final costs of the death of the first Trustor to die, to Trust A or Trust B, as appropriate.

Final costs shall include the costs of final illness, funeral expenses, and any Federal and State taxes. All taxes shall be charged against the Trust estate containing the assets creating the liability. Costs and expenses deducted in computing Federal