

Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after January 1, 2020.
This affidavit will not be accepted unless all areas on all pages are fully completed.
This form is your receipt when stamped by cashier. *Please type or print.*

Check box if the sale occurred in more than one location code. Check box if partial sale, indicate % _____ sold.
List percentage of ownership acquired next to each name.

1 Seller/Grantor
Name D.A. DAVIDSON TRUST COMPANY, FSB, as Trustee of the Samuel Dexter Cook Supplemental Needs Trust
Mailing address 701 Fifth Avenue, Suite 4050
City/state/zip Seattle, WA 98104
Phone (including area code) 206-389-4083

2 Buyer/Grantee
Name D.A. DAVIDSON TRUST COMPANY, FSB, as Trustee of the Samuel Dexter Cook Trust Dated April 7, 2021
Mailing address 701 Fifth Avenue, Suite 4050
City/state/zip Seattle, WA 98104
Phone (including area code) 206-389-4083

3 Send all property tax correspondence to: Same as Buyer/Grantee
Name _____
Mailing address _____
City/state/zip _____

List all real and personal property tax parcel account numbers	Personal property?	Assessed value(s)
<u>1002070090003</u>	<input type="checkbox"/>	<u>\$0.00-120,600</u>
_____	<input type="checkbox"/>	<u>\$ 0.00</u>
_____	<input type="checkbox"/>	<u>\$ 0.00</u>

4 Street address of property 818 9th Street, Clarkston, WA
This property is located in Clarkston (for unincorporated locations please select your county)

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.
Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

The North 75 feet of Lot 9 of Block 7 West of Clarkston, according to the Recorded plat thereof, records of Asotin County, Washington.

5 12 - Multiple family residence (Residential, multiple)
Enter any additional codes _____
(see back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)? Yes No
Is this property predominantly used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020)? See ETA 3215. Yes No
If yes, complete the predominate use calculator (see instructions for section 5).

6 Is this property designated as forest land per RCW 84.33? Yes No
Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34? Yes No
Is this property receiving special valuation as historical property per RCW 84.26? Yes No

If any answers are yes, complete as instructed below.
(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land: does does not qualify for continuance.

Deputy assessor signature _____ Date _____

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

(3) NEW OWNER(S) SIGNATURE

Signature _____ Signature _____
Print name _____ Print name _____

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption.
WAC number (section/subsection) 458-61A-202(6)(e)
Reason for exemption _____

Inheritance -TRUST

Type of document Trustee's Deed
Date of document 9/21/2021

Gross selling price	0.00
*Personal property (deduct)	0.00
Exemption claimed (deduct)	0.00
Taxable selling price	0.00
Excise tax: state	
Less than \$500,000.01 at 1.1%	0.00
From \$500,000.01 to \$1,500,000 at 1.28%	0.00
From \$1,500,000.01 to \$3,000,000 at 2.75%	0.00
Above \$3,000,000 at 3%	0.00
Agricultural and timberland at 1.28%	0.00
Total excise tax: state	0.00
0.0025 Local	0.00
*Delinquent interest: state	0.00
Local	0.00
*Delinquent penalty	0.00
Subtotal	0.00
*State technology fee	5.00
Affidavit processing fee	5.00
Total due	10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of grantor or agent [Signature]
Name (print) Amy J. McCormack, Trust Officer, Trustee
Date & city of signing 9/21/2021; Seattle, WA

Signature of grantee or agent [Signature]
Name (print) Amy J. McCormack, Trust Officer, Trustee
Date & city of signing 9/21/2021; Seattle, WA

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).

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DA DAVIDSON
CL# 68353

PAID

SEP 23 2021

ASOTIN COUNTY
TREASURER

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THE COOK 1994 REVOCABLE LIVING TRUST

This Agreement is made this 25th day of February, 1994, by and between STEPHEN CHAMPLIN COOK and DOROTHY WHITE COOK, husband and wife, ("Grantors"), and STEPHEN CHAMPLIN COOK and DOROTHY WHITE COOK, acting jointly or separately, as co-trustees (collectively referred to herein as "Trustee").

ARTICLE ONE -- TRUST ESTATE

Grantors and Trustee hereby agree that Grantors have transferred to the Trustee, and the Trustee holds in Trust, the property described in Schedule A attached hereto. Said property, which was the community property of Grantors, together with any other property which may hereafter become subject to this Trust, is referred to as the "trust estate" and shall be held, managed and distributed in accordance with this instrument. To the extent that either of the Grantors presently have or previously had any separate property interest in or to any portion of the property described in Schedule A, each of the Grantors do hereby declare such property to be transmuted to be the community property of the Grantors.

The Grantors, or any other person, may transfer (by will, or otherwise) additional property to this trust, provided such property is acceptable to the trustee, and may further designate the trust to which such property shall be added. The trust ("this trust") may be referred to as The COOK 1994 REVOCABLE LIVING TRUST.

ARTICLE TWO -- IDENTIFICATION OF FAMILY

Grantors declare that they are married and have three (3) children:

MARY HALEY GOODSON, residing at Eugene, Oregon;
JOHN BURROWS COOK, residing at Laytonville, California; and
SAMUEL DEXTER COOK, residing at Asotin, Washington.

Each reference in this trust to the children or issue (meaning not only children but all descendants) of Grantors or of any other person is intended to refer to and include only the lawful children, or issue of such persons, including, with respect to each, a lawfully adopted son or daughter, provided such adopted son or daughter was a minor at the time of adoption.

ARTICLE THREE -- REVOCATION AND AMENDMENT

A. During the joint lifetimes of the Grantors, this trust may be revoked in whole or in part by written instrument delivered to the Trustee and signed by both Grantors, or by written instrument signed by either Grantor and delivered to the Trustee

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and the other Grantor. Upon receipt of such notice of revocation, the Trustee shall promptly deliver all (or the designated portion) of the Trust Estate to both of the Grantors, and all such property delivered to the Grantors shall continue to be the Grantors' community property.

B. During the joint lifetimes of the Grantors, this trust may be amended or altered in whole or in part by written instrument delivered to Trustee and signed by both Grantors, or by written instrument signed by either Grantor and delivered to the Trustee and the other Grantor. Provided however, neither the powers, duties or compensation of the trustee shall be changed without Trustee's written consent.

C. With respect to the Survivor's Trust, the surviving Grantor individually reserves the same rights as are set forth in Paragraphs A and B above.

ARTICLE FOUR -- DISTRIBUTIONS

A. Distributions during Joint Lifetimes --

(1) During the joint lifetimes of the Grantors, the Trustee may pay to the Grantors, or on their behalf, so much of the net income and/or principal of the trust estate as may be necessary for their care, comfort and well being, all as determined by the Trustee exercising Trustee's sole and unfettered discretion.

(2) In addition to the foregoing, during the joint lifetimes of the Grantors, the Grantors may compel the Trustee to make such distributions from the net income and/or principal of the Trust as the Grantors may from time to time direct in writing.

(3) In addition to the foregoing the Grantors specifically authorize the Trustee to make, during the joint lifetimes of the Grantors, such gifts of trust property from the net income and/or principal of the Trust estate, to such of the Grantors' issue and spouses of such issue, as the Trustee in the Trustee's sole and unfettered discretion may determine to make from time to time.

B. Distributions after Death of First Grantor -- Upon the death of the first Grantor ("deceased Grantor"), the Trustee shall divide the trust property into two equal shares, representing the respective shares of the deceased Grantor and of the surviving Grantor in the community property comprising the trust estate.

(1) The share of the surviving Grantor shall be allocated to the Survivor's Trust.

(a) The Trustee may pay to the Surviving Grantor, or on Surviving Grantor's behalf, so much of the net income and/or principal as may be necessary for Surviving Grantor's care, comfort and well being, all as determined by the Trustee exercising Trustee's sole and unfettered discretion.

(b) In addition to the foregoing, the surviving Grantor may

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compel the Trustee to make such distributions from the net income and/or principal of the Trust as the surviving Grantor may from time to time direct in writing.

(c) In addition to the foregoing the Grantors specifically authorize the Trustee to make, during the lifetime of the Surviving Grantor, such gifts of trust property from the net income and/or principal of the Survivor's Trust, to such of the Surviving Grantor's issue and spouses of such issue, as the Trustee in the Trustee's sole and unfettered discretion may determine to make from time to time.

(2) The share of the deceased Grantor shall be allocated to the Residual By-Pass Trust.

(a) The net income from the Residual By-Pass Trust shall be paid in monthly or other convenient installments (but in no event less frequently than in annual installments) to surviving Grantor during surviving Grantor's life. Any accrued but undistributed income remaining in the Residual By-Pass Trust as of the date of death of the surviving Grantor, shall be distributed to the survivor's trust.

(b) In addition to the net income, the Trustee is authorized to pay to surviving Grantor or expend for surviving Grantor's benefit such part of the principal of the Residual By-Pass Trust, as may be found to be necessary for surviving Grantor's proper health, medical, dental, hospital and nursing expenses and expenses of invalidism, education, including college and professional education, and support in surviving Grantor's accustomed manner of living, taking into consideration any other income which surviving Grantor may have.

(c) The Trustee, in addition to the other payments provided for in this Paragraph (2), shall pay to or apply for the benefit of surviving Grantor out of the principal of the Residual By-Pass Trust, such amounts as surviving Grantor may request in writing from time to time from such trust(s), not exceeding in any calendar year the greater of the following amounts: Five Thousand Dollars (\$5,000.00), or five percent (5%) of the market value of the principal of the respective trust, determined as of the end of the calendar year. This limited right to make withdrawals from the principal of the Residual By-Pass Trust is noncumulative, so that an amount which might have been withdrawn during a particular year may not be withdrawn in any subsequent year.

(d) The Trustee is hereby authorized to make the election provided for in § 2652 (a)(3) of the Internal Revenue Code, or any successor section, with respect to all or any part of the Residual By-Pass Trust. The Trustee shall not be liable for making or failing to make, in Trustee's sole and unfettered discretion, such election.

C. Distributions Upon Death of Surviving Grantor --

(1) Following the death of surviving Grantor, the Survivor's Trust and the Residual By-Pass Trust shall continue in trust for the benefit of, or be distributed among, the Grantors' children, grandchildren and great-grandchildren as surviving Grantor may appoint in a signed and notarized writing, making specific reference to such trust and this THE COOK 1994 REVOCABLE LIVING TRUST agreement. Such writing may be in the form of surviving Grantor's last will and testament, or any other document signed by surviving Grantor and properly notarized. In default of such written appointment for any such trust, the respective trust shall be distributed to Grantors' children, MARY HALEY GOODSON, JOHN BURROWS COOK and SAMUEL DEXTER COOK, share and share alike.

(2) If any child of Grantors shall die prior to receiving his or her distribution pursuant to the foregoing subparagraph (1), then such child's share of the respective trust(s) shall go and be distributed to his or her issue, if any, upon the principle of representation. If such deceased child shall leave no issue, then such child's share of the trust estate shall go to the Grantor's remaining children, share and share alike, with the share of any previously deceased child to be distributed to his or her issue upon the principle of representation.

(3) If any part or the whole of any such trust shall be undistributable under the foregoing provisions, such undisposed of property shall go and be distributed as follows: One-half to the then living heirs at law of STEPHEN CHAMPLIN COOK, and one-half to the then living heirs at law of DOROTHY WHITE COOK, the persons entitled to receive such property and the proportions in which they receive it to be determined in each case as provided for in § 11.04.015 (2), R.C.W., or in any successor section in the State of Washington governing the laws of succession relating to shares of other than the surviving spouse.

(4) With respect to this trust and all trusts created herein, including the Survivor's Trust, the Residual By-Pass Trust, and any other trust arising after the death of the surviving Grantor, the interest of beneficiaries in principal or income shall not be subject to claims of their creditors or others, nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered.

ARTICLE FIVE -- SPECIAL PROVISIONS RELATING TO INSURANCE

A. The owner of each policy of insurance made payable to any trust created in this instrument reserves all rights, options, and privileges conferred on the owner by the terms of the policy, including but not limited to the right to change its beneficiary designation, to hypothecate the policy, and to borrow funds from the insurer. Sickness, disability, or other benefits and all

dividends accruing during the insured's lifetime may be paid by the insurer to the owner. The Trustee shall not be responsible for acts or omissions of either Grantor relating to any insurance policy.

B. If the insured spouse on any policy of life insurance that is community property survives the noninsured spouse, the Trustee shall convert each such life insurance policy into two policies of equal value, one of which shall be payable to the Survivor's Trust and the other of which shall be payable to the Residual By-Pass Trust.

C. The Trustee is authorized to continue to hold as part of the Residual By-Pass Trust all insurance policies on the life of the Surviving Grantor which shall be distributed to the Trustee as part of the Trust Estate. MARY HALEY GOODSON ("the Special Trustee") shall act as Special Trustee with respect to such policies, and shall hold all powers conferred on the owner of any such policy. The Special Trustee shall hold the powers in trust and shall designate the Residual By-Pass Trust as beneficiary of all such policies. During such time as surviving Grantor acts as Trustee under this instrument, he shall execute any documents necessary or appropriate to implement the actions taken by the Special Trustee on the request of any insurance company. The Trustee shall charge against the principal of the Residual By-Pass Trust all premiums on policies that the Special Trustee shall elect to continue in force from time to time. The responsibilities of the Special Trustee shall be limited to the exercise of powers under this Article Five and as Special Trustee it shall not be concerned with any other aspects of the administration of this trust.

D. The Special Trustee may direct the Trustee to pay the net amount of any premium, assessment, or other charge, after deducting any dividend or other credit against the charge, that is required to keep it a binding insurance contract, on any insurance policy of which the trust is the owner. Any and all such payments shall be allocated to principal.

E. In the event of the death, incapacity or resignation of MARY HALEY GOODSON as Special Trustee, a successor Special Trustee shall be appointed in the same manner as set forth in Paragraph F. of Article Six.

ARTICLE SIX -- DUTIES AND RESPONSIBILITIES OF TRUSTEE

A. All receipts and expenses shall be administered by the Trustee, subject to any limitations stated elsewhere herein, and allocated to principal and income as the trustee shall determine in accordance with the Washington Principal and Income Act, chapter

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11.104, R.C.W. This trust shall be governed by the provisions of the Washington Trust Act, Chapter 11.98 of R.C.W. to the extent not inconsistent herewith.

In addition to the foregoing powers, but only so long as either the Grantor STEPHEN CHAMPLIN COOK or the Grantor DOROTHY WHITE COOK is acting as Trustee, the Trustee may buy, sell and/or trade in securities, "futures", commodities, precious metals or stones of any nature, and including puts, calls, "short" sales, straddles, and/or other options of every kind, on margin, and for such purpose may pledge any securities held or purchased by Trustee as security for loans and/or advances made to THE COOK 1994 REVOCABLE LIVING TRUST. The authorization granted to the Trustee in this sub-paragraph of Paragraph A. of ARTICLE SIX, shall terminate at such time as neither the Grantor STEPHEN CHAMPLIN COOK nor the Grantor DOROTHY WHITE COOK are acting as Trustee.

B. Notwithstanding any other provisions herein to the contrary, the trustee shall not dispose of any real property trust assets without the express written authorization of Grantors (or Surviving Grantor, as the case may be) at the time of the proposed disposition. Such written approval may be given either by Grantors (or Surviving Grantor, as the case may be) or by their guardian(s) or conservator(s), or by the Grantor(s)' duly authorized attorney-in-fact.

C. The Trustee shall be entitled to receive reasonable compensation for all duties performed hereunder, and shall be reimbursed for reasonable expenses incurred in the administration of this trust. If the Trustee is a Corporate Trustee, its compensation shall be in accordance with the schedule of fees of such Trustee applying to trust accounts of this kind at the time such services are rendered.

D. The Trustee may, upon giving notice to each beneficiary, surrender, disclaim, release, relinquish or amend, either in whole or in part, or reduce in scope, any administrative provision of the trust which causes unanticipated tax liability, or conform the administrative provisions of the trust to the requirements of the taxing authorities. The Trustee is, therefore, expressly authorized to enter into any and all agreements with the Internal Revenue Service or any other governmental body of officials or to execute from time to time any declarations of policy or disclaimers restricting the discretion given Trustee, as will, in the discretion of the Trustee, tend to minimize the taxes engendered by this trust.

E. Any Trustee may resign at any time upon giving written notice, deposited the United States Mail, postage prepaid, and addressed to the following:

- (1) The Grantors, or the Surviving Grantor;
- (2) Any co-trustee;

THE COOK 1994
REVOCABLE LIVING TRUST

(3) All adult beneficiaries who are entitled or authorized to receive income payments from the Trust at that time;

(4) The parents or guardians of any minor beneficiary who is entitled or authorized to receive income payments from the Trust at that time.

Any such resignation shall be effective at the expiration of thirty (30) days from the date of mailing such notice.

F. Upon the death, incapacity or resignation of either STEPHEN CHAMPLIN COOK or DOROTHY WHITE COOK, then the other shall serve as sole trustee.

Upon the death, incapacity or resignation of both STEPHEN CHAMPLIN COOK and DOROTHY WHITE COOK as trustee, then MARY HALEY GOODSON is hereby appointed as successor Trustee.

In the event MARY HALEY GOODSON is unable or unwilling to serve as Trustee, then JOHN BURROWS COOK is hereby appointed as successor Trustee.

In the event JOHN BURROWS COOK is unable or unwilling to serve as Trustee, then SAMUEL DEXTER COOK is hereby appointed as successor trustee.

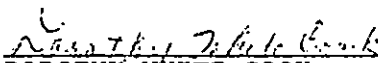
Incapacity, as used herein, shall mean that the Trustee is, in the judgment of two (2) physicians licensed to practice medicine in the state of Idaho, or the state of Washington, (or in such other state of which the respective Trustee is a resident at that time) unable to manage his financial affairs, whether because of illness or for any other reason.

The successor Trustee shall be vested with all the rights, powers, and privileges of the original Trustee. The successor Trustee shall have no responsibility or accountability for the acts of a predecessor Trustee; his accountability and responsibility shall be limited to those assets or properties, record title to which is in the name of the predecessor Trustee at the date when the successor Trustee commences to act and which are delivered into his possession or the existence of which are brought to his actual knowledge.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.



STEPHEN CHAMPLIN COOK



DOROTHY WHITE COOK

THE COOK 1994
REVOCABLE LIVING TRUST

ACCEPTED THIS 25th DAY OF FEBRUARY, 1994.

Stephen Champlin Cook
STEPHEN CHAMPLIN COOK, Trustee

Dorothy White Cook
DOROTHY WHITE COOK, Trustee

STATE OF IDAHO)
County of Nez Perce) ss

On this 25th day of February, 1994, before me, the undersigned, a Notary Public in and for said state, personally appeared STEPHEN CHAMPLIN COOK and DOROTHY WHITE COOK, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public in and for said State,
residing at Lewiston therein.
My Commission Expires: October 8, 1997
(SEAL)

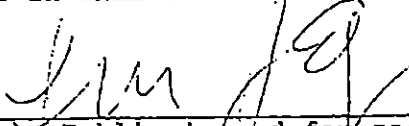
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STATE OF IDAHO)
)ss
County of Nez Perce)

On this 25th day of February, 1994, before me, the undersigned, a Notary Public in and for said state, personally appeared STEPHEN CHAMPLIN COOK, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as Trustee of THE COOK 1994 REVOCABLE LIVING TRUST.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

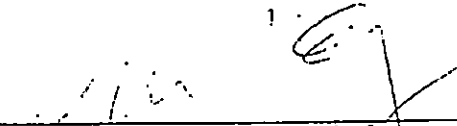


Notary Public in and for said State,
residing at Lewiston therein.
My Commission Expires: October 8, 1997
(SEAL)

STATE OF IDAHO)
)ss
County of Nez Perce)

On this 25th day of February, 1994, before me, the undersigned, a Notary Public in and for said state, personally appeared DOROTHY WHITE COOK, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same as Trustee of THE COOK 1994 REVOCABLE LIVING TRUST.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public in and for said State,
residing at Lewiston therein.
My Commission Expires: October 8, 1997
(SEAL)

THE COOK 1994
REVOCABLE LIVING TRUST

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**FURTHER AMENDMENT TO
THE COOK 1994 REVOCABLE LIVING TRUST**

This Further Amendment to THE COOK 1994 REVOCABLE LIVING TRUST, dated February 25, 1994, together with previous amendments thereto, is made by STEPHEN CHAMPLIN COOK as Surviving Grantor (by and through MARY HALEY GOODSON, as his duly appointed attorney-in-fact), and accepted and consented to by MARY HALEY GOODSON acting in her capacity as Successor Trustee.

By agreement dated February 25, 1994, DOROTHY WHITE COOK and STEPHEN CHAMPLIN COOK, as Grantors and co-trustees, created and placed into effect THE COOK 1994 REVOCABLE LIVING TRUST. Grantor DOROTHY WHITE COOK died on September 17, 1998. STEPHEN CHAMPLIN COOK, as the surviving Grantor, continued to serve as sole Successor Trustee of the Trust.

In October 2009, STEPHEN CHAMPLIN COOK resigned as Trustee of the said Trust. Pursuant to ARTICLE SIX, Paragraph F. of THE COOK 1994 REVOCABLE LIVING TRUST, upon the resignation of STEPHEN CHAMPLIN COOK as Successor Trustee of the said Trust, MARY HALEY GOODSON accepted appointment as Successor Trustee of THE COOK 1994 REVOCABLE LIVING TRUST, with all authority appurtenant thereto, and MARY HALEY GOODSON continues to serve as the current Successor Trustee of the said Trust.

Pursuant to Paragraph C.(1) of Article Four (page 4) of the said Trust Agreement, STEPHEN CHAMPLIN COOK, as Surviving Grantor, has retained a (limited) power of appointment over the corpus of the Residual By-Pass Trust, as well as power of appointment over the corpus of the Survivor's Trust. Consistent with the provisions of Paragraph C.(1) of Article Four of the said Trust Agreement, and consistent with the authority granted to MARY HALEY GOODSON (as permitted under §11.94.050 of the Revised Code of Washington) as attorney-in-fact, STEPHEN CHAMPLIN COOK desires to amend certain provisions of the Survivor's Trust and the Residual By-Pass Trust, as established by THE COOK 1994 REVOCABLE LIVING TRUST.

NOW, THEREFORE, Surviving Grantor and Successor Trustee agree as follows:

I. Paragraph C. (1) of ARTICLE FOUR -- DISTRIBUTIONS (on page 4) is hereby amended to read as follows:

C. Distributions Upon Death of Surviving Grantor --

(1)(a) Following the death of surviving Grantor, the Trustee may pay from the Survivor's Trust all or any part of the surviving Grantor's funeral expenses; last illness expenses; reasonable expenses of estate administration, if any; and other claims against the surviving Grantor or the surviving Grantor's estate. The remainder of the trust estate comprising the Survivor's Trust and the Residual By-Pass Trust shall continue in trust for the benefit of, or be distributed among, the Grantors' children, grandchildren and great- grandchildren as surviving Grantor may appoint in a signed and notarized writing, making specific reference to such trust and this THE COOK 1994 REVOCABLE LIVING TRUST agreement. Such writing may be in the form of surviving Grantor's last will and testament, or any other document signed by surviving Grantor and properly notarized.

In default of such written appointment for any such trust, the respective trust shall be distributed:

- One-third (1/3) to Grantors' daughter, MARY HALEY GOODSON (or to her issue by right of representation);
- One-third (1/3) to the issue of Grantors' son, JOHN BURROWS COOK by right of representation; and
- One-third (1/3) to Davidson Trust Co. (Branch Office mailing address: 601 W. Riverside, Suite 800, Spokane, WA 99201), as Trustee for the Supplemental Needs of Grantors' son, SAMUEL DEXTER COOK, under the terms and provisions set forth in subparagraph (b) hereinbelow, and which Trust may be referred to as The SAMUEL DEXTER COOK SUPPLEMENTAL NEEDS TRUST.

(b) It is expressly stated that the SAMUEL DEXTER COOK SUPPLEMENTAL NEEDS TRUST is irrevocable; SAMUEL DEXTER COOK, as beneficiary, does NOT have any right to revoke, amend, or alter the terms or provisions of the said Trust. During the lifetime of the Beneficiary SAMUEL DEXTER COOK, the SAMUEL DEXTER COOK SUPPLEMENTAL NEEDS TRUST shall be administered by the Trustee for the sole benefit of SAMUEL DEXTER COOK as follows:

i. Distributions: The Trustee may pay to or for the benefit of the beneficiary, SAMUEL DEXTER COOK, such sums from the income and principal of the SAMUEL DEXTER COOK SUPPLEMENTAL NEEDS TRUST ("this trust") as the Trustee in its discretion deems reasonable for the supplemental needs of the beneficiary, SAMUEL DEXTER COOK. Any income which is not distributed shall be added to principal.

ii. "Supplemental Needs" Defined: When used in this trust, "supplemental needs" refers to maintaining the beneficiary, SAMUEL DEXTER COOK's health, education and welfare to the extent that such requisites are not being provided by any county, state, federal or other government agency. "Supplemental needs" shall include, but is not limited to, dental care, travel, entertainment, programs for training and education, special equipment, and recreation. Supplemental needs may also include household goods and personal effects, and other tangible personal property items which are excluded as resources, including a vehicle.

iii. Limitation of Distributions: Neither the income nor principal of this trust shall be distributed to supplant or replace public assistance benefits of any county, state, federal or government agency which are otherwise available to provide for persons with disabilities similar to those of the beneficiary, SAMUEL DEXTER COOK. For purposes of determining or maintaining eligibility for Medicaid or other governmental programs, no part of the trust principal or income shall be considered available to the beneficiary, SAMUEL DEXTER COOK. Except as otherwise expressly stated herein to the contrary, during the lifetime of the beneficiary SAMUEL DEXTER COOK, the Trustee is authorized to deny any request to pay for expenses which Medicaid or any other governmental program could provide, and is authorized to seek to obtain an order from a court holding that the trust principal and income are not available to the beneficiary, SAMUEL DEXTER COOK, for Medicaid or other eligibility purposes.

iv. Spendthrift Protection: Neither the principal nor the income of this trust shall be liable for the debts of the beneficiary, SAMUEL DEXTER COOK, nor shall the trust be subject to seizure by any creditor or other legal process. Since this trust is administered for the

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supplemental needs of the beneficiary, SAMUEL DEXTER COOK, no part thereof shall be considered to be owned by the beneficiary, SAMUEL DEXTER COOK, or be subject to the claims of his creditors or the creditors of his estate. It is expressly stated that the beneficiary SAMUEL DEXTER COOK shall not have any right or authority to in any way alienate, transfer, or otherwise encumber his interest in the trust during his lifetime.

v. Intent: This trust is established to supplement public assistance to which Grantors' son may otherwise be entitled. The purpose of this trust is to maintain the proper dignity and care of Grantors' son by providing for living needs which may not otherwise be available to him, and for which public benefit programs do not provide.

vi. Ineligibility Re-Allocation/Termination: Notwithstanding the preceding provisions of this trust, the Trustee may, in its sole discretion, may terminate this trust, if the existence of this trust causes Grantors' son to become ineligible for Medicaid, Supplemental Security Income or any other county, state, federal or other government program.

vii. Termination Distribution: Upon termination as provided in the preceding subparagraph, or upon the death of Grantors' son SAMUEL DEXTER COOK, the remainder of the trust estate shall be distributed in such manner as Grantors' son, SAMUEL DEXTER COOK may appoint in a signed and notarized writing, making specific reference to this THE COOK 1994 REVOCABLE LIVING TRUST agreement, PROVIDED HOWEVER that such power of appointment may NOT under any circumstances be exercised by the Grantors' son, SAMUEL DEXTER COOK, to appoint the trust, or any portion of this trust, to himself, or to his estate, or to his creditors, or to the creditors of his estate.

Such writing may be in the form of Grantors' son, SAMUEL DEXTER COOK's Last Will and Testament, or any other document signed by Grantors' son, SAMUEL DEXTER COOK and properly notarized. In default of such written appointment, the remaining trust estate shall be distributed one-half (1/2) to MARY HALEY GOODSON, or to her issue by right of representation; and one-half (1/2) to the issue of JOHN BURROWS COOK by right of representation. NOTWITHSTANDING THE FOREGOING, with respect to distributions to any person less than twenty-five (25) years of age, the Trustee shall distribute the share of such person to the Trustee to act as custodian (under the Washington Uniform Transfers to Minors Act) of such share of the trust estate (or to such other person as the Trustee shall designate to act as custodian of such share of the trust estate), through age twenty-five (25) as permitted by R.C.W. 11.114.200(2); and FURTHER PROVIDED HOWEVER that with respect to distributions to any such person who may be disabled, as determined in the sole and unfettered discretion of the Trustee, the Trustee may in its sole and unfettered discretion elect to continue such share of the trust for the benefit of such person, during such person's lifetime to provide for such person's supplemental needs consistent with the terms and provisions of sub-paragraphs (b)i. through (b)x. as set forth herein.

viii. Distribution Methods Available to Trustee: To the extent that the Trustee is authorized to make discretionary distributions, or required to make termination distributions, the Trustee may apply any money or other property distributable to any beneficiary (including but not limited to any beneficiary under a legal disability), in any of the following methods or combination thereof:

(1) through payment directly to such beneficiary, even though he may be under a legal disability;

(2) to any guardian, committee, conservator or other personal representative of such beneficiary, or to any adult person with whom such beneficiary resides;

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(3) through direct expenditure by payment to physicians, hospitals, and other medical care providers;

(4) to any custodian of the property of such beneficiary; or

(5) the Trustee may continue to hold such property in a separate trust for such beneficiary under a legal disability, exercising as Trustee of such property all rights, powers and administrative provisions conferred upon the Trustee by this instrument.

ix. Other Administrative Provisions: All receipts and expenses shall be administered by the Trustee, subject to any limitations stated elsewhere herein, and allocated to principal and income as the Trustee shall determine in accordance with the Washington Principal and Income Act of 2002, chapter 11.104A, R.C.W. This trust shall be governed by the provisions of the Washington Trust Act, Chapter 11.98 of R.C.W. to the extent not inconsistent herewith. It is expressly understood that the Trustee has all of the discretionary powers set forth in R.C.W. 11.98.070, including the authority to invest and reinvest trust assets, and as such the Trustee may buy and sell stocks, bonds, and other securities, including mutual funds.

x. Appointment of Successor Trustee: In the event of the resignation of Davidson Trust Co. as Trustee, then LOREN J. EDDY LAW OFFICE, PLLC, of Kennewick, Washington, or such other person or entity as it may appoint, is hereby designated as successor Trustee.


II. In all other respects, the said trust agreement is confirmed, ratified and approved, and is not in any way changed, altered or affected except as specifically set forth in Paragraph I above.

IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this Further Amendment to Trust this __ day of October, 2011.


STEPHEN CHAMPLIN COOK, Grantor

By:  POA
MARY HALEY GOODSON, POA

ACCEPTED THIS 11 DAY OF OCTOBER, 2011.


MARY HALEY GOODSON, Successor Trustee

FURTHER AMENDMENT TO TRUST - 4 -

2011/10/11


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STATE OF Oregon)
COUNTY OF Marion) ss.

On this 14 day of October, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared MARY HALEY GOODSON, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of STEPHEN CHAMPLIN COOK, and acknowledged to me that she subscribed the name of STEPHEN CHAMPLIN COOK thereto as principal, and her own name as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.





Notary Public in and for said State
Residing at Marion, OR therein.
My commission expires 4-26-15
(SEAL)

STATE OF Oregon)
COUNTY OF Marion) ss.

On this 14 day of October, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared MARY HALEY GOODSON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity as Successor Trustee of the COOK 1994 REVOCABLE LIVING TRUST.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




Notary Public in and for said State
Residing at Marion, OR therein.
My commission expires 4-26-15
(SEAL)

Sherwood

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STATE OF WASHINGTON
DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH



CERTIFICATE NUMBER: 2021-017348

DATE ISSUED: 04/20/2021
FEE NUMBER:

FIRST AND MIDDLE NAME(S): SAMUEL DEXTER
LAST NAME(S): COOK

COUNTY OF DEATH: ASOTIN
DATE OF DEATH: APRIL 10, 2021
HOUR OF DEATH: 01:00 AM
SEX: MALE AGE: 68 YEARS
SOCIAL SECURITY NUMBER: [REDACTED]

PLACE OF DEATH: HOME
FACILITY OR ADDRESS: 818 9TH STREET
CITY, STATE, ZIP: CLARKSTON, WASHINGTON 99403

HISPANIC ORIGIN: NO, NOT SPANISH/HISPANIC/LATINO
RACE: WHITE

RESIDENCE STREET: 818 9TH STREET
CITY, STATE, ZIP: CLARKSTON, WA 99403
INSIDE CITY LIMITS: YES COUNTY: ASOTIN
TRIBAL RESERVATION: NOT APPLICABLE
LENGTH OF TIME AT RESIDENCE: 13 YEARS

BIRTH DATE: DECEMBER 31, 1952
BIRTHPLACE: KENTFIELD, CA

FATHER: STEPHEN C COOK
MOTHER: DOROTHY W WHITE

MARITAL STATUS: SINGLE, NEVER MARRIED
SURVIVING SPOUSE: NOT APPLICABLE

METHOD OF DISPOSITION: REMOVAL FROM STATE
PLACE OF DISPOSITION: MOUNTAIN VIEW CREMATORY

OCCUPATION: MUSICIAN
INDUSTRY: ENTERTAINMENT
EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED
US ARMED FORCES: NO

CITY, STATE: LEWISTON, IDAHO
DISPOSITION DATE: APRIL 15, 2021

INFORMANT: MARY GOODSON
RELATIONSHIP: SISTER
ADDRESS: 114 BEE LANE NE, SILVERTON, OREGON 97381

FUNERAL FACILITY: MERCHANT RICHARDSON BROWN FUNERAL HOMES
LLC
ADDRESS: PO, BOX 107
CITY, STATE, ZIP: CLARKSTON, WASHINGTON 99403
FUNERAL DIRECTOR: RICHARD LASSITER

CAUSE OF DEATH:
A: HYPOXIA
INTERVAL: 3 WEEKS
B: CHRONIC ANEMIA 2/2 GASTROINTESTINAL BLEED
INTERVAL: 4 MONTHS
C: GASTROINTESTINAL STROMAL TUMOR METASTATIC
INTERVAL: 10 MONTHS
D:
INTERVAL:

OTHER CONDITIONS CONTRIBUTING TO DEATH:

MANNER OF DEATH: NATURAL
AUTOPSY: UNKNOWN
WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE
CAUSE OF DEATH: NOT APPLICABLE
DID TOBACCO USE CONTRIBUTE TO DEATH: NO
PREGNANCY STATUS IF FEMALE: NO RESPONSE

DATE OF INJURY:
HOUR OF INJURY:
INJURY AT WORK:
PLACE OF INJURY:

CERTIFIER NAME: BRIAN F. CIEZKI, ARNP
TITLE: ARNP
CERTIFIER ADDRESS: 1625 5TH ST
CITY, STATE, ZIP: CLARKSTON, WASHINGTON 99403
DATE SIGNED: APRIL 12, 2021

LOCATION OF INJURY:

CITY, STATE, ZIP:
COUNTY:
DESCRIBE HOW INJURY OCCURRED:

CASE REFERRED TO ME/CORONER: YES
FILE NUMBER: NJA
ATTENDING PHYSICIAN: BRIAN CIEZKI, ARNP

IF TRANSPORTATION INJURY, SPECIFY: NOT APPLICABLE

LOCAL DEPUTY REGISTRAR: MAURINE L. NICHOLSON
DATE RECEIVED: APRIL 13, 2021

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DOH 422-132 (8/18)



Affidavit for Correction

Mail to: Center for Health Statistics
P.O. Box 47814
Olympia, WA 98504-7814,
360-236-4300

This is a legal document. Complete in ink and do not alter.

STATE OFFICE USE ONLY

State File Number	Fee Number	Initials	Date	Affidavit Number
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Required information must match current information on record

Required:

Record Type: Birth Death Marriage Dissolution (Divorce)

1. Name on Record: First Middle Last 2. Date of Event: MM/DD/YYYY 3. Place of Event: (City or County)

4. Father/Parent Full Birth Name (Spouse A for Marriage or Dissolution) 5. Mother/Parent Full Birth Name (Spouse B for Marriage or Dissolution)

First Middle Last/Maiden First Middle Last/Maiden

6. Name of Person Requesting Correction: Relationship to Self Guardian Informant Hospital
Person on Record: Parent(s) Funeral Director Other (specify)

7. Return Mailing Address: PO Box or Street Address City State Zip

Telephone Number: () Email Address: *509.754.5000*

Use the section below for requesting any changes on the record. The record is incorrect or incomplete as follows:

The record now shows:	The true fact is:
8.	9.
10.	11.
12.	13.
14.	15.

I declare under penalty of perjury under the laws of the State of Washington that the forgoing is true and correct

16a. Signature: 16b. Signature of 2nd parent (if required):

Printed name: Date: Printed name: Date:

INSTRUCTIONS – go to www.doh.wa.gov for more information

Driver's license, Social Security card or hospital decorative birth certificate cannot be used as proof

Required documentary proof must be submitted with the affidavit and include full name and birth date. Examples of documentary proof include:

- Birth/Marriage/Divorce record
- Military record (DD-214)
- School transcripts
- Social Security Numident Report
- Certificate of Naturalization
- Hospital/medical record
- Passport
- Green/Permanent Resident card (I-551)

Birth Certificates

1. Only a parent(s), legal guardian (if the child is under 18), or the named individual (if 18 or older) may change the birth certificate

2. The proof(s) must match the asserted fact(s). For example, if the affidavit says the name should be Mary Ann Doe, the proof must show the name to be Mary Ann Doe

3. Documentary proof must be five or more years old or established within five years of birth

Child under 18

- If legal guardian(s), include certified court order proving guardianship
- Up to age one, last name can be changed once to either parents' name on certificate (can be any combination of the first, middle or last names)*
- After age one, a court order is required to change the last name
- No proof is required to change the first or middle name*
- To correct parent's information, one documentary proof is required.
- To correct the sex of the child, one documentary proof from a medical provider is required

Adult (18 years or older)

- Only the adult can change his or her birth certificate
- If the first or middle name is missing, three pieces of documentary proof are required
- If the first, middle and/or last name is misspelled, or date of birth is incorrect, two pieces of documentary proof are required
- To correct parent's birth date, place of birth, or name, one documentary proof is required

*To change any part of the name of a child using this form, signatures from both parents listed on the certificate are required. If one parent is deceased, submit a death certificate with request.

This affidavit cannot be used to add a father to a birth certificate (use paternity acknowledgment form DOH 422-032)

Death Certificates

1. Only the informant, the funeral director, or executors/administrators (if evidence confirming such position is presented) may change the non-medical information. Proof is required to make changes if requested by a family member not listed as the informant on the certificate (family members are spouse or registered domestic partner, parent, sibling or adult child or stepchild). Marital status requires a certified copy of a court order if someone other than the informant is requesting the change.

2. The medical information (cause of death) may be changed only by the certifying physician or the coroner/medical examiner.

Marriage/Dissolution (Divorce) Certificates

1. Personal facts (minor spelling changes in name, date or place of birth or residence) may be changed by the person with one piece of documentary proof

2. To change the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must complete and submit the affidavit

DOH 422-034 January 2015



Certificate not valid unless the Seal of the State of Washington changes color when heat applied.

CERTIFIED

APR 20 2021

Dr. Larry Jecha
Dr. Larry Jecha
Health District Officer
Garfield County Health District

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