

EXHIBIT "A"

Situate in Asotin County, State of Washington, to wit:

Lots 21 and 22 of Block 28 of Clarkston according to plat recorded in Book B of Plats, page 11, in Asotin County, Washington, EXCEPT that portion thereof lying Northwesterly of a line 62 feet distant at right angles from the centerline of PSH #3 as conveyed to the State of Washington for highway purposes.

The South 27.35 feet of Lot 23 of said Block 28 of Clarkston as measured along 4th Street, more particularly described as follows: Beginning at a point 8 feet South of the point where the West line of 4th Street intersects the line between Lots 23 and 24 of said Block 28; thence West at right angles to the West line of 4th Street to a point on the line between Lots 22 and 23 of said Block 28; thence Southeasterly on said boundary line to the West line of 4th Street; thence North along the West line of 4th Street 27.35 feet to the point of beginning.

The North 10 feet of Lot 27 of said Block 28 of Clarkston as measured on the West line of 4th Street.

That portion of the vacated alley through Block 28 of Clarkston as vacated by Ordinance N. 373, bounded on the North by Lot 22, on the Northwest by Lot 21, on the East by the West line of 4th Street, and on the South by a line running from the most southerly corner of Lot 21 to a point on the West line of Lot 27, located 10 feet South at right angles from the North line of said Lot 27 extended Westerly.

TRUST AGREEMENT

MARSHALL R. HARWICK TRUST

DATED MARCH 15, 2013

THIS TRUST AGREEMENT is made and entered into this 15th day of March, 2013, by and between **MARSHALL R. HARWICK**, an unmarried man, hereinafter referred to as "TRUSTOR," and **MARSHALL R. HARWICK** and **JASON M. HARWICK**, as Trustees, hereinafter referred to as "TRUSTEES."

WITNESSETH:

WHEREAS, TRUSTOR desires to create a revocable inter vivos trust upon the terms and conditions hereinafter set forth; and

WHEREAS, TRUSTEES do hereby consent and agree to act as TRUSTEES of the revocable inter vivos trust upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I
Transfer of Property

TRUSTOR does hereby, and by these presents grant, assign, set over, transfer and convey unto TRUSTEES the sum of TEN AND NO/100 DOLLARS (\$10.00).

TRUSTOR, or any other person or persons, may from time to time deposit with TRUSTEES additional property, either real or personal, and may transfer, bequeath or devise by will other property to TRUSTEES. All of the property so transferred and delivered to TRUSTEES shall constitute the trust estate and shall be held, managed and distributed as provided herein. All real property in the trust estate shall be transferred by deed from TRUSTOR to TRUSTEES and such

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deed or deeds shall be recorded in the proper public office for the recording of deeds in the County and State in which such real property is located. Any stock, registered bonds, or other securities registered in the name of TRUSTOR shall be assigned to TRUSTEES and such securities shall be registered with the issuer of such security so that the record ownership of the trust property, both real and personal, shall vest in TRUSTEES.

ARTICLE II
Identification of Family

The TRUSTOR states that he is a widower. The TRUSTOR has three children, namely: MARSHALL W. HARWICK, DEDI J. CHRISTESON and JASON M. HARWICK.

ARTICLE III
Disposition During Lifetime of TRUSTOR

TRUSTEES shall hold, manage and control the property comprising the trust estate, and collect all income, revenue and profits arising from or accruing to said trust estate, and out of the same shall pay all expenses of the trust and shall dispose of the trust estate as follows:

A. During the lifetime of TRUSTOR, the TRUSTEES shall pay such sums from the net income of the trust estate, in monthly or other convenient installments, to the TRUSTOR directly or to such other person or persons and in such proportions as TRUSTOR may from time to time direct.

B. During the lifetime of the TRUSTOR, the TRUSTEES shall pay all or any portion of the principal of the trust estate to TRUSTOR directly, or to such other person or persons and in such proportions as TRUSTOR may from time to time direct.

C. Should the TRUSTEES at any time consider the TRUSTOR unable, for any reason, to direct the TRUSTEES with respect to the disposition of the such sums

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from the trust estate, the TRUSTEES are authorized, in their sole and absolute discretion, to expend to or for the benefit of the TRUSTOR such sums from the net income and/or principal of the trust estate, as the TRUSTEES shall deem necessary or advisable for the support, maintenance and healthcare of the TRUSTOR.

ARTICLE IV
Disposition on Death of TRUSTOR

Upon the death of the TRUSTOR, the TRUSTEES shall accept distribution, if any, of property under the provisions of the Last Will and Testament of the TRUSTOR, if any, and the distribution to said trust as the result of the death of the TRUSTOR, from any other source, if any, and shall dispose and administer all of the assets of the trust in the following manner:

A. In the event TRUSTOR prior to his death shall have given the TRUSTEES a written memorandum disposing of items of tangible personal property, including household furniture and furnishings, pictures, keepsakes, silver, china, wearing apparel, jewelry and other like articles, then the TRUSTEES shall distribute such articles to the person and/or persons named in the memorandum.

B. The TRUSTEES shall pay all unsecured debts, expenses of last illness, funeral and burial expenses and cost of administration of this trust and of the TRUSTOR's estate.

C. The TRUSTEES shall distribute all of the rest, residue and remainder of the trust estate unto the TRUSTOR's three children, MARSHALL W. HARWICK, DEDI J. CHRISTESON and JASON M. HARWICK, in equal shares, share and share alike.

ARTICLE V
Powers and Duties of the TRUSTEES

A. All receipts and expenditures shall be administered by the TRUSTEES and allocated as to principal and income as provided in the Uniform Principal and Income Act, being Chapter 10 of Title 68, Idaho Code, as now in effect and as it may hereafter be amended.

B. TRUSTEES are empowered to carry out the purposes of this trust, and subject to the limitations stated elsewhere herein, TRUSTEES are vested with all the powers and authorities as set forth in the Uniform Trustees Powers Act, being Chapter 11.98 of Title 11, R.C.W., as now in effect and as may hereafter be amended. In addition to the duties, powers and rights imposed and granted by law, and those hereinabove set forth, TRUSTEES shall have the power in the exercise of discretion and the application thereof:

1. To collect, hold and retain trust assets received from TRUSTOR, or either of them, even though such assets may include an asset in which TRUSTEES, or either of them, is personally interested;
2. To receive additions to the assets of the trust;
3. To continue or participate in the operation of any business or other enterprise, and to effect incorporation, dissolution or other change in the form of the organization of the business or enterprise;
4. To acquire an undivided interest in a trust asset in which TRUSTEES, or either of them, in any trust capacity, holds an undivided interest;
5. To invest and reinvest trust assets in accordance with the provisions of the trust or as provided by law;

6. To deposit trust funds in a bank, including a bank operated by TRUSTEES, or either of them, or in which TRUSTEES have an investment, or ownership or other interest;
7. To acquire assets, including real estate, in the name of the trust, and to sell, convey or dispose of an asset for cash or on credit at public or private sale; to manage, develop, improve, exchange, partition, change the character of, or abandon a trust asset or any interest therein; to encumber, mortgage or pledge a trust asset for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in TRUSTEES;
8. To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings;
9. To subdivide, develop or dedicate land to public use; to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to dedicate easements to public use without consideration;
10. To enter for any purpose into a lease as lessor or lessee with or without option to purchase or renew for a term within or extending beyond the term of the trust;
11. To enter into a lease or arrangement for exploration and removal of minerals or other natural resources or enter into a pooling or unitization agreement;
12. To grant an option involving disposition of a trust asset, or to take an option for the acquisition of any asset;

21. To allocate items of income or expense to either trust income or principal, as provided by law, including creation of reserves out of income for depreciation, obsolescence or amortization, or for depletion in mineral or timber properties;
22. To pay any sum distributable to a beneficiary under legal disability, without liability to TRUSTEES, by paying the sum to the beneficiary or by paying the sum for the use of the beneficiary, either to a legal representative appointed by the court or, if none, to a relative;
23. To effect distribution of property and money in divided or undivided interests and to adjust resulting differences in valuation;
24. To employ persons, including attorneys, auditors, investment advisors or agents, even if they are associated with TRUSTEES, or either of them, to advise or assist TRUSTEES in the performance of their administrative duties; to act without independent investigation upon their recommendations; and instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary;
25. To prosecute or defend actions, claims or proceedings for the protection of trust assets and of TRUSTEES in the performance of their duties;
26. To execute and deliver all instruments which will accomplish or facilitate the exercise of the powers vested in TRUSTEES.
27. In the event there shall be more than one TRUSTEE administering this trust, then and in such event, any one of the TRUSTEES on his or her signature alone, is hereby specifically authorized to do any and all business pertaining to trust assets. Such authority includes, but is not limited to the purchasing, selling, conveying, transferring and

encumbering real property, stock, bonds, securities, savings certificates, bank accounts, motor vehicles and any and all other trust assets. Any bank, other financial institution, brokerage firm or third party is hereby entitled to transact business with the trust and to rely upon any business dealings with the trust based solely upon the signature of any one of the TRUSTEES. Provided, however, any sale or encumbrance of real property must be signed by the TRUSTOR as a TRUSTEE or if the TRUSTOR is unable to sign as a TRUSTEE for any reason, then any sale or encumbrance of real property must be signed by at least two TRUSTEES.

28. In the event the TRUSTEES of this Trust, together with the beneficiary, shall determine that it would be better to administer this trust in a different state as a result of relocation of the TRUSTOR, TRUSTEES and/or the Beneficiaries, then the TRUSTEES are authorized to register this Trust in another state and to change the place of administration for the convenience of the TRUSTOR, TRUSTEES and/or the Beneficiaries.

29. Place all or any part of the securities at any time held by the TRUSTEES in the care and custody of a bank, trust company or a member firm of the New York Stock Exchange, with no obligation, while the securities are so deposited, to inspect or verify the same, and with no responsibility for any loss or misapplication by the bank, trust company or firm, so long as the bank, trust company or firm was selected and retained with reasonable care, and have all stocks and registered securities placed in the name of the bank, trust company or firm, or in the name of its nominee, and to appoint such bank, trust company or firm agent as attorney to collect, receive, receipt for, and disburse any income,

and generally may perform, but is under no requirement to perform, the duties and services incident to a so-called "custodian" account.

30. During the lifetime of the TRUSTOR, the TRUSTOR shall control the investment activities of the trust assets and shall be solely responsible for the assets held by the trust as long as the TRUSTOR is acting as a TRUSTEE. In the event of the incapacity of the TRUSTOR, then the remaining TRUSTEES shall not be held to a professional standard of diversification of trust assets and shall be authorized to continue the investment pattern established by the TRUSTOR.

ARTICLE VI
TRUSTEES

In the event the TRUSTOR shall die, resign, or for any other reason become unable, unwilling or cease to act as a TRUSTEE hereunder, then the TRUSTOR hereby appoints all three of his children, MARSHALL W. HARWICK, DEDI J. CHRISTESON and JASON M. HARWICK, as TRUSTEES. In the event JASON M. HARWICK shall die, resign, or for any other reason become unable, unwilling or cease to act as a TRUSTEE hereunder, then if, at such time, the TRUSTOR is still acting as a TRUSTEE, then he shall be the sole TRUSTEE until such time as the TRUSTOR shall name another person to act as a TRUSTEE with him. If, at such time, the TRUSTOR is not acting as a TRUSTEE, then the TRUSTOR hereby appoints his other two children, MARSHALL W. HARWICK and DEDI J. CHRISTESON, to act as TRUSTEES of this trust. The TRUSTOR may appoint additional TRUSTEES at any time and the TRUSTOR may remove any TRUSTEE at any time without cause. The appointment or removal of an additional TRUSTEE shall be made in writing signed by the TRUSTOR.

ARTICLE VII
Resignation

Any TRUSTEE may resign as a TRUSTEE under this trust at any time by notifying, in writing, the TRUSTOR and the other TRUSTEE, and each of the income and remainder beneficiaries.

ARTICLE VIII
Amendment, Alteration, Revocation and Termination

The TRUSTOR shall have the right to alter, amend or revoke in full or in part the trust hereby created without the consent of any beneficiary. Any alteration, revocation or amendment authorized as hereinabove provided, shall be made in writing by the TRUSTOR and shall be submitted and delivered to all of the TRUSTEES. Provided, however, the duties and responsibilities of the TRUSTEES shall not be altered or modified without their written consent. An amendment to remove a TRUSTEE shall only be signed by the TRUSTOR. Any other amendment shall only be made in writing, specifically referencing this trust agreement and shall be signed by the TRUSTOR and the TRUSTEES. The TRUSTEES' signature shall be for the purpose of acknowledging the amendment and their consent is only required by their signature if the duties and responsibilities of the TRUSTEES are being altered or modified.

ARTICLE IX
Miscellaneous

A. TRUSTOR hereby expressly relieves any TRUSTEES or successor TRUSTEE under this declaration of trust from any and all liability and responsibility arising from the administration of the trust, except for acts of willful default or bad faith. No TRUSTEES shall be responsible for the default of a predecessor TRUSTEE. A TRUSTEE shall be accountable only for

acts or omissions which occurred during such TRUSTEE's term as TRUSTEE and no TRUSTEE shall be required to seek a Court accounting by his or her predecessor TRUSTEE.

B. This Trust shall be, and is hereby designated as the MARSHALL R. HARWICK TRUST DATED MARCH 15, 2013, and shall be referred to as such.

C. Unless some other meaning and intent is apparent from the context, the plural shall include the singular and may be used interchangeably.

ARTICLE X
Accounting

As long as the TRUSTOR is acting as a TRUSTEE, then the TRUSTEES shall have no duty to render any accounting of the activities of the trust. If the TRUSTOR shall die, resign or for any other reason cease to act as a TRUSTEE hereunder, then the remaining TRUSTEE shall render an accounting at least annually on a calendar year basis and the accounting for each calendar year shall be rendered on or before the 1st day of April of the succeeding calendar year. The accounting shall be given to the TRUSTOR and to the TRUSTOR's three children, MARSHALL W. HARWICK, DEDI J. CHRISTENSON and JASON M. HARWICK.

ARTICLE XI

This Trust shall be construed and governed by the laws of the State of Idaho unless this trust shall be relocated pursuant to the provisions of Article V(B)(28), in which event the laws of the state of relocation shall apply.

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STEVE R. COX
KERRY A. WAGNER

LICENSED IN IDAHO AND WASHINGTON

Facsimile Transmittal

TO: *Asotin County Treasurer*

FROM: *Steve R. Cox*

DATE: *July 2, 2014*

TELEFAX NUMBER: *243-2023*

RE: *Marshall R. Harwick Trust*

Accompanying this transmission is a copy of the Trust Agreement. Please note in Article VI on page 9 that upon the death of Marshall R. Harwick, there are three trustees appointed, namely, Marshall W. Harwick, Dedi J. Christeson and Jason M. Harwick.

Also please note in Article V, paragraph B (27), on pages 7 and 8, any one of the three trustees may sign to do any business for the trust, including conveying real property.

Total number of pages transmitted including this page 13.

If you do not receive all pages, please call us at (208) 743-1234.

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STATE OF IDAHO
CERTIFICATION OF VITAL RECORD

STATE OF IDAHO
IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF VITAL RECORDS AND HEALTH STATISTICS
CERTIFICATE OF DEATH

Date Filed OCTOBER 09, 2013

State File No. 2013-09247

DECEDENT - LEGAL NAME MARSHALL RHODES HARWICK			
SEX MALE	SOCIAL SECURITY NUMBER [REDACTED]	AGE 72 YEARS	DATE OF BIRTH NOVEMBER 19, 1940
BIRTHPLACE OROFINO, IDAHO		PLACE OF RESIDENCE GENESEE, IDAHO	
MARITAL STATUS AT TIME OF DEATH WIDOWED		NAME OF SURVIVING SPOUSE (if wife, maiden name)	WAS DECEDENT EVER IN U.S. ARMED FORCES? NO
FATHER - NAME HOWARD L. HARWICK			BIRTHPLACE MICHIGAN
MOTHER - MAIDEN NAME CAROLYN G. MONACO			BIRTHPLACE IDAHO
METHOD OF DISPOSITION CREMATION		FUNERAL SERVICE LICENSEE JASON M. HARWICK	
NAME AND ADDRESS OF FUNERAL FACILITY MALCOM'S BROWER-WANN FUNERAL HOME, LEWISTON, IDAHO			
DATE OF DEATH OCT. 05, 2013	TIME OF DEATH 10:10 P.M.	CITY, TOWN OR LOCATION OF DEATH MOSCOW, IDAHO	COUNTY OF DEATH LATAH
CAUSE OF DEATH (underlying cause last) a. PULMONARY CONTUSION AND CARDIAC TAMPONADE			Approximate Interval Between Onset and Death MINUTES
DUE TO (or as a consequence of): b. BLUNT CHEST TRAUMA			MINUTES
DUE TO (or as a consequence of): c. MOTOR VEHICLE ROLLOVER			MINUTES
DUE TO (or as a consequence of): d.			
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above CORONARY ARTERY DISEASE			WAS AN AUTOPSY PERFORMED? NO
MANNER OF DEATH ACCIDENT	NAME OF CERTIFIER CATHERINE M. MABBUTT		TITLE CORONER
CORONER SUBSEQUENT CERTIFICATION IF NECESSARY			
EXTERNAL CAUSES ONLY			
DATE OF INJURY OCT. 05, 2013	TIME OF INJURY 7:56 P.M.	PLACE OF INJURY ROAD	INJURY AT WORK? NO
LOCATION WHERE INJURY OCCURRED 19250 MORSCHECK ROAD, GENESEE, IDAHO			
DESCRIPTION OF HOW INJURY OCCURRED 2005 SUBARU WENT OFF ROADWAY AND LANDED ON SIDE PINNING PATIENT			

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF VITAL RECORDS AND HEALTH STATISTICS.

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DATE ISSUED: OCTOBER 09, 2013

James B. Aydelotte
JAMES B. AYDELOTTE
STATE REGISTRAR

This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

PHNCO (Rev) 02-12

