

REAL ESTATE EXCISE TAX AFFIDAVIT

This form is your receipt when stamped by cashier.

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR	1 Name <u>Holly M. Hocum</u> <u>Estate of Brian R. Hocum, deceased</u>	BUYER GRANTEE	2 Name <u>Holly M. Hocum</u>
	Mailing Address <u>2626 Riverside Drive</u> City/State/Zip <u>Clarkston WA 99403</u> Phone No. (including area code) _____		Mailing Address <u>2626 Riverside Drive</u> City/State/Zip <u>Clarkston WA 99403</u> Phone No. (including area code) _____
3	Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee Name <u>Holly M. Hocum</u> Mailing Address <u>2626 Riverside Drive</u> City/State/Zip <u>Clarkston WA 99403</u> Phone No. (including area code) _____	List all real and personal property tax parcel account numbers - check box if personal property <u>10041000400020000</u> <input type="checkbox"/> _____ _____ _____	List assessed value(s) <u>402,300.00</u> _____ _____

4 Street address of property: 2626 Riverside Drive, Clarkston, WA
This property is located in unincorporated Asotin County OR within city of Unincorp
 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.
see attached legal description

5 Select Land Use Code(s):
11 Household, single family units
enter any additional codes: _____
(See back of last page for instructions)

	YES	NO
Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

6

	YES	NO
Is this property designated as forest land per chapter 84.33 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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 RCW 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 _____	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) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.	
(3) OWNER(S) SIGNATURE _____	
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 No. (Section/Subsection) 82.45.107(1)(f)
Reason for exemption 458-61A-202(b)(h)
Inheritance, Community Property Lack of Probate

Type of Document Lack of Probate Affidavit with Death Certificate and W
Date of Document 04/23/20

Gross Selling Price \$	0.00
*Personal Property (deduct) \$	0.00
Exemption Claimed (deduct) \$	0.00
Taxable Selling Price \$	0.00
Excise Tax : State \$	0.00
Local \$	0.00
*Delinquent Interest: State \$	0.00
Local \$	0.00
*Delinquent Penalty \$	0.00
Subtotal \$	0.00
*State Technology Fee \$	5.00 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 Grantor's Agent <u>Holly M. Hocum</u>	Signature of Grantee or Grantee's Agent <u>Dary Cahu</u>
Name (print) <u>Holly M. Hocum</u>	Name (print) <u>Holly M. Hocum</u>
Date & city of signing: <u>4/23/2020 Clarkston</u>	Date & city of signing: <u>4/23/20 Clarkston</u>

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

EXHIBIT "A"

480120

That portion of Lot 4 in Block "Q" of Vineland according to the official plat thereof, filed in Book A of Plats at Page(s) 32, records of Asotin County, Washington, lying South of a line parallel to and distance 302.5 feet from the South boundary line, all being in Lot 4 of Block "Q",.

EXCEPT the following: That part of Lot 4 of Block "Q" of Vineland, described as follows:
Commencing at the Southwest corner of said Lot 4; thence North 87°58' East along the South lot line of said Lot 4 for a distance of 228.79 feet to the True Place of Beginning; thence continue North 87°58' East along said South lot line for a distance of 150.0 feet to a point on curve, said point being on the right of way of Primary State Highway No. 3; thence Northeasterly along said right of way around a curve to the left with a radius of 5680.0 feet for a distance of 302.56 feet; thence North 65°59' West a distance of 23.67 feet; thence North 89°37' West a distance of 92.53 feet; thence South 14°33' West a distance of 181.17 feet; thence South 87°58' West a distance of 74.08 feet; thence South 28°48' West a distance of 116.48 feet to the Place of Beginning.

AND EXCEPT a tract of land three feet square in the Southwest corner of said Lot 4 in Block "Q" of Vineland.

ALSO EXCEPT that portion lying with the right of way of Primary State Highway No. 3



Return Address
Holly M. Hocum
2626 Riverside Dr
Clarkston WA 99403

Please print or type information

Document Title(s) (or transactions contained therein): 1. Lack of Probate Affidavit, Death Certificate and Will 2. 3. 4.
Grantor(s) (Last name first, then first name and initials): 1. Hocum, Brian R. 2. 3. 4. <input type="checkbox"/> Additional names on page ___ of document.
Grantee(s) (Last name first, then first name and initials): 1. Public 2. 3. 4. <input type="checkbox"/> Additional names on page ___ of document.
Legal description (abbreviated: i.e. lot, block, plat or sections, township, range, qtr/rtr.) <input type="checkbox"/> Additional legal is on page ___ of document.
Reference Number(s) of Documents assigned or released: <input type="checkbox"/> Additional numbers on page ___ of document.
Assessor's Property Tax Parcel/Account Number <input type="checkbox"/> Property Tax Parcel ID is not yet assigned <input type="checkbox"/> Additional parcel numbers on page ___ of document
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

Last Will and Testament

of

Brian R. Hocum

I, Brian R. Hocum, a resident of Asotin County, Washington, do make, publish and declare this to be my Last Will and Testament, hereby revoking all former Wills and Codicils made by me.

I.

FAMILY

My family consists of my wife, Holly Hocum. I have six children, namely: Brian T. Hocum, Darrah A. McCall, Jonah Hocum, Sierra R. Aguilo, Gabe Hocum, and Olivia Hocum. There have been no other children born to or adopted by me. The terms "my child" and "my children" as used in this Will shall mean and refer to Brian T. Hocum, Darrah A. McCall, Jonah Hocum, Sierra R. Aguilo, Gabe Hocum, and Olivia Hocum, and any other child or children hereafter born to or adopted by me. The term "my wife" as used in this Will shall mean and refer to Holly Hocum.

II.

PROPERTY DISPOSED OF BY WILL

I confirm to my wife her interest in our community property. I intend by this Will to dispose of any separate property I may have and my one-half (1/2) interest in our community property.


B.R.H.

III.

DEBTS AND EXPENSES

I direct that my Personal Representative hereafter named shall pay the expenses of my last illness, my funeral expenses, and all other just debts; provided, however, that no obligation which may be a specific lien on personal or real property need be paid prior to its normal maturity in due course.

IV.

SPECIFIC BEQUESTS AND DEVISES

4.1 Personal Property. If my wife survives me, I give, devise, and bequeath to her all my right, title, and interest in and to all of my clothing, jewelry, purely personal effects, household furniture and furnishings, silver, linen, china, glassware, objects of art, books, sporting equipment, automobiles and trucks, boats, motors, and all other household goods and tangible articles of a personal nature.

4.2 Contingent Bequests. If my wife does not survive me, then I hereby give to those of my children who survive me, in equal shares, the property described in paragraph 4.1, above. If more than one of my children shall survive me, such children shall have ninety (90) days from the date of my death to divide such items among themselves.

4.3 Letter of Instructions. Notwithstanding this Article IV, I direct that my Personal Representative follow my directions in any letter of instructions that I might leave concerning the distribution of any of the property described in paragraph 4.1.

4.4 IRA/Retirement Plans of Wife. If my wife survives me, I hereby give, devise, and bequeath to her any community property interest I may have in any of the following held in my wife's name or for her benefit: an individual retirement account, annuity, or bond under IRC § 408, a tax deferred annuity under IRC § 403, or a retirement plan under IRC § 401. Any property or interest therein disclaimed by my wife shall pass as provided in Paragraph 5.2, below.


B.R.H.

V.

RESIDUE IF MY WIFE SURVIVES ME

5.1 Gift to My Wife. If my wife survives me, I hereby give, devise, and bequeath the rest, residue, and remainder of my estate, both real and personal and wheresoever situated ("Residue") to my wife; provided, however, that any property or interest therein disclaimed by my wife shall pass to the Brian R. Hocum Trust to be held, administered, and distributed as provided in paragraph 5.2, below.

5.2 Brian R. Hocum Trust. The Brian R. Hocum Trust shall be held, administered, and distributed as provided below:

5.2.1 Distribution of Income and Principal. No less frequently than quarterly, the Trustee shall pay to my wife, during her lifetime, all of the net income from the Brian R. Hocum Trust. The Trustee is expressly authorized to convert the foregoing income interest into a "unitrust" interest pursuant to Washington state law or convert principal to income as provided by Washington state law in order to provide a reasonable rate of net income to my wife. The Trustee shall also pay to my wife, during her lifetime, so much of the principal of this Trust as the Trustee shall deem necessary and proper for my wife's support (according to her accustomed standard of living), maintenance, education, and health. The Trustee shall take into account all other income reasonably available to my wife in making distributions of principal under this paragraph. Upon the death of my wife, any accrued but unpaid net income of the Brian R. Hocum Trust shall be paid to my wife's estate and the remaining balance shall be distributed in accordance with Article VI. of this Will.

5.2.2 Withdrawal Right. On the last day of November of each calendar year, if my wife is then living, she shall have the right, in her absolute discretion, to withdraw from the Brian R. Hocum Trust, all or any portion of the "Withdrawal Amount" (as defined herein). To exercise her right hereunder, my wife shall deliver to the Trustee, before November 30th of the calendar year in which she wishes to exercise her right of withdrawal hereunder, written notice of said exercise specifying the portion of the Withdrawal Amount she wishes to withdraw. Any such exercise shall become effective on the last day of

November of the calendar year for which the withdrawal right is being exercised; provided, however, that my wife is living on said date. The withdrawal right hereunder shall lapse with respect to a calendar year to the extent the same is not exercised in the manner provided above by my wife as of the last day of November of said calendar year. Payment of amounts withdrawn hereunder shall be made by the Trustee after November 30th, but prior to the close of the calendar year as to which the withdrawal right is exercised. The withdrawal right shall not be cumulative and shall be exercisable only by my wife and not by any guardian or other person on her behalf. The "Withdrawal Amount" shall be determined as follows: First, the "Fair Market Value" of the Trust as of the applicable November 30th, shall be determined by totaling the then fair market value of all of the Trust's assets, less any liabilities of the Trust as of said date. Next, the Withdrawal Amount shall be determined by multiplying the "Fair Market Value" by five percent (5%).

5.2.3 Miscellaneous.

5.2.3.1 Underproductive Property. My wife shall have the power to require the Trustee of the Brian R. Hocum Trust to promptly convert unproductive or underproductive assets to productive assets.

5.2.3.2 Non-Pro Rata Division. I fully and completely authorize and empower both my Personal Representative and the Trustee of the Brian R. Hocum Trust to agree with my wife to an equal division, on a non-pro rata basis, of our former community property.

5.2.3.3 Intent. It is my intention that the Brian R. Hocum Trust qualify for the marital deduction allowable in determining the federal and/or Washington state estate tax upon my estate. Accordingly, I hereby authorize my Personal Representative, in its sole and absolute discretion, to elect that any part or all of any amount of this trust be treated as qualified terminable interest property for the purpose of qualifying for the marital deduction allowable in determining either or both the federal estate tax and Washington state inheritance tax upon my estate. I hereby direct that no provision

contained in this Will which would prevent this trust from so qualifying shall apply to this trust, and I hereby state that it is my intention that any court having jurisdiction over this Will construe it accordingly.

5.3 Lapse. In the event my wife does not survive me, the provisions of this Article V shall lapse and the Residue of my estate shall pass according to the terms of Article VI.

VI.

DISTRIBUTION OF TRUST UPON MY WIFE'S DEATH OR
ESTATE RESIDUE IF MY WIFE DOES NOT SURVIVE ME

6.1 Application of this Article. The provisions of this Article VI shall apply to the Residue of my estate if my wife does not survive me, or, if my wife survives me, the provisions of this Article VI shall apply to the remaining balance of the Brian R. Hocum Trust, if any, following my wife's death.

6.2 Specific Bequests. I make the following specific bequests:

6.2.1 I give my daughter, Sierra R. Aquilo, the sum of Ten Thousand Dollars (\$10,000), provided, however, that this bequest shall be funded only in the event the net distributable cash and cash equivalents of my estate exceed the sum of One Hundred Thousand Dollars (\$100,000).

6.2.2 I give the pasturage adjacent to my home identified as Asotin County Tax Parcel No. 1-004-10-004-007, consisting of approximately 3.45 acres, located at 2626 Riverside Drive, Clarkston, Washington, in equal shares to my son, Brian T. Hocum, and daughter, Darrah A. McCall, as tenants in common, each an undivided one-half interest, *per stirpes*.

6.3 Remainder. In the event my daughter Olivia has completed her Post Secondary Education as defined in paragraph 7.6 or attained the age of 25, whichever occurs earlier, the Residue of my estate or remaining balance of the Brian R. Hocum Trust, as the case may be, shall be distributed in equal shares to my children, *per stirpes*. If, however, my daughter Olivia Hocum has not completed her Post Secondary Education, or attained the age of 25, whichever occurs earlier, the Residue of my estate or remaining balance of the Brian

as appropriate minimum GPA. I grant to my trustee the sole discretion to determine if my child's GPA and progress toward a degree are appropriate and if my trustee determines that either are inappropriate my trustee has the discretion to terminate or limit educational assistance until my trustee is satisfied in my trustee's sole discretion that Olivia is maintaining an appropriate GPA and orderly progress toward completion of a degree.

7.7 Trustee. I name, designate and appoint my son Brian T. Hocum as the Trustee of the Olivia Hocum Trust to serve without bond or other surety.

VIII.

SPENDTHRIFT TRUST PROVISION

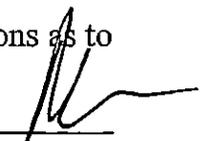
No money or other property (either principal or income) payable or distributable under the provisions of this instrument or any trust created herein shall be pledged, assigned, transferred, or sold, or in any manner anticipated, charged, or encumbered, by any of the beneficiaries hereunder, or be in any manner liable in the possession of the Trustee for the debts, contracts, obligations, or engagements of such beneficiaries, voluntarily or involuntarily, or for any claims, legal or equitable, against any beneficiary, including claims for alimony or for the support of any child.

IX

POWERS AND DUTIES OF THE TRUSTEE

9.1 In General. The Trustee shall have and may exercise all rights and powers now given to trustees generally under the laws of the State of Washington (which laws are incorporated herein by this reference) and all further and broader rights and powers which may hereafter be given to trustees generally under any subsequent laws of this state. No subsequent repeal or amendment of any such laws shall diminish or restrict the Trustee's rights and powers hereunder. No enumeration of specific rights and powers below shall be deemed in any manner to restrict or diminish the general rights and powers of the Trustee, but shall be deemed to be in addition thereto.

9.2 Determination of Income and Principal. The Trustee shall have the power to determine in accordance with the Washington Principal and Income Act all questions as to


B.R.H.

what is income and what is principal in the administration of any trust created herein, and to credit or charge to income or principal or to apportion between them any receipt or gain and any charge, disbursement, or loss as is consistent with said accounting principles.

9.3 Books and Records. The Trustee shall at all times hold the Trustee's books and records open and subject to inspection by any beneficiary then entitled to receive any income or principal under any trust created herein or by the attorney or other legal representative of such beneficiary. However, the Trustee shall be and is hereby relieved from any and all duties insofar as is imposed by the laws of the State of Washington or any other state with respect to giving a bond or making or filing with any court or person any report, inventory or account of the income or principal of any trust created herein.

9.4 Compensation. The Trustee shall be paid a fair and just compensation out of the trust estate for the Trustee's services. The Trustee shall also be allowed to employ such agents and attorneys as are reasonably necessary in protecting and managing the trust estate, using care in their selection and compensation. Proper expenditures made or incurred by the Trustee in administering the trust estate shall be repaid and allowed to the Trustee out of the trust estate.

9.5 Distributions. The Trustee may distribute the trust estate in kind or in cash, or partly in kind and partly in cash, and, in the Trustee's discretion, may allocate particular assets or portions thereof or undivided interests therein to any one or more of the beneficiaries hereunder as the Trustee shall deem to be for the best interests of the beneficiaries. The decision of the Trustee shall be final and binding upon all parties in interest.

9.6 Investments.

9.6.1 In General. Except as provided at paragraph 9.6.2, below, the Trustee may invest and reinvest all or any part of any trust created herein in any form or forms of investment which the Trustee may deem to be in the best interests of the trust.


B.R.H.

9.6.2 Underproductive Property. My wife shall have the power to require the Trustee of the Brian R. Hocum Trust to promptly convert unproductive or underproductive assets to productive assets.

9.7 Fractional Division Authorized. The Trustee (and/or my Personal Representative) is authorized to divide any trust into separate trusts consisting of portions that for generation-skipping transfer purposes have (or, if Generation Skipping Transfer Tax Exemption were allocated, would have) inclusion ratios of zero or one. The Trustee (and/or my Personal Representative) is also authorized to divide any trust into separate trusts consisting of portions, respectively, that would, and would not, be subject to federal estate tax upon the death of a particular beneficiary if such beneficiary died at such time, portions that for Generation Skipping Transfer Tax purposes have (or, if an election were made to disregard an election to treat property as qualified terminable interest property, would have) different transferors, portions to facilitate different federal and Washington State "Q-Tip" treatment or portions that, for purposes of administration of any trust created hereunder, are deemed necessary or advisable by the Trustee. Where the Trustee (and/or my Personal Representative) divides a trust hereunder by an applicable fraction, said fiduciary may allocate on the basis of either a pro rata portion of all assets of said trust available for such allocation, or in the event that such a pro rata allocation is not possible, impractical or not desirable, then (i) non-pro rata in such manner as to have an aggregate fair market value fairly representative of the appreciation or depreciation in the value to the date or dates of each allocation of all property of the trust then available for such allocation or (ii) any other manner which is authorized by the Internal Revenue Code or applicable regulations. If a trust is divided into separate shares, the Trustee (and/or Personal Representative) may, at any time: (i) make different tax elections with respect to each separate share, (ii) expend corpus and exercise any other discretionary powers with respect to such separate shares differently, (iii) invest such separate shares differently, and (iv) take all other actions consistent with such shares being separate entities.


B.R.H.

9.8 Principal Invasion. The Trustee may, as provided at paragraph 9.7, above divide the Brian R. Hocum Trust into two parts based upon the then portion of the Trust that would be included in my wife's gross estate, if she died immediately before such division, and each such part shall thereafter be administered as a separate trust. Any payment of principal from the Brian R. Hocum Trust shall be charged against the portion (or separate Trust) of said Trust which my Personal Representative elects to qualify for the Federal marital deduction until such portion is exhausted. All administrative expenses and estate taxes relative to my estate shall be charged against the portion (or Trust) for which a marital deduction was not elected. If my Personal Representative divides the Brian R. Hocum Trust into separate shares or separate trusts for the purposes of different federal and Washington State "Q-Tip" treatment, my Trustee shall thereafter have full discretion to determine the most appropriate of said trusts for the payment of expenses, taxes, and principal distributions. In no event shall estate taxes be paid from any portion of the Brian R. Hocum Trust for which a Q-Tip election has been made.

9.9 Powers to Create Fair Income. The Trustee shall have and may exercise, in accordance with Washington law, the powers set forth at RCW 11.104A.020 and 11.104A.040.

9.10 Retirement Benefits.

9.10.1 Retirement Benefits Defined. For the purposes of this paragraph 9.10, the term "Retirement Benefits" shall mean and refer to any plan or account which is subject to the minimum distribution rules of IRC §401(a)(9).

9.10.2 Non-Pro Rata Division. The Trustee of the Brian R. Hocum Trust shall have the full and complete power to agree with my spouse to an equal division, on a non-pro rata basis, of our former community property. In this regard, it is my intent that, to the extent practicable and advisable under federal tax law, any Retirement Benefits be allocated to my spouse as her share of our former community property.

9.10.3 Retirement Benefits Allocated to Brian R. Hocum Trust. To the extent Retirement Benefits remain payable to the Brian R. Hocum Trust after any non-pro

rata division of our former community property, it is my intent that required minimum distributions ("RMD") be calculated with reference to the life expectancy of my spouse.

9.10.4 Retirement Benefits Payable to Trusts for a Descendant of a Deceased Child of Mine. To the extent any Retirement Benefits are payable to a trust for a descendant of a deceased child of mine, above, any and all RMDs, as well as any and all other withdrawals or distributions taken by the Trustee, shall be distributed to the beneficiary for whom the Trust is established as it is my intent that said Trust qualify as a "conduit trust" under Reg. 1.401(a)(9)-5A7(c)(3) (ex. 2). Any provision of this Will which would prevent said Trust from being considered a conduit trust under said regulation shall not apply to this Trust with respect to the Retirement Benefit and provision needed for said qualification which has been omitted from this Will shall be added under Washington State's Trust and Estate Dispute Resolution Act.

9.10.5 Qualified Trust. If a Retirement Benefit is payable to any Trust under this Will, it is my intent that said Trust be considered a "qualified trust" under Reg. 1.401(a)(9). Any provision of this Will which would result in said Trust failing to so comply, shall not apply and any provision needed for said qualification which has been omitted from this Will shall be added under Washington State's Trust and Dispute Resolution Act.

9.10.6 Copy of Will to Custodian/Administrator. My Personal Representative and/or Trustee shall provide a copy of this Will to the plan administrator or custodian of the Retirement Benefits payable to a Trust under this Will within the time period required under Reg. 1.401(a)(9) which, as of the time of this Will, is no later than October 31 of the calendar year following the year of my death.

9.10.7 Power to Deal with Plan Administrator/Custodian. My Personal Representative and Trustees shall each have full power and authority to request information from and provide information to the custodian or plan administrator of any Retirement Benefit.

9.10.8 RMD for Year of Death. If, as of my death, I have not taken the full RMD for the calendar year of my death, (i) said RMD shall be taken no later than the

December 31st of the calendar year of my death, (ii) my Personal Representative shall have the power to cause such RMD, and (iii) said RMD shall be the property of the beneficiary of the Retirement Benefit (subject to the conduit trust rules of Section 11.10.4, above).

X.

TRUSTEE

I hereby nominate and appoint my wife, Holly Hocum, as Trustee of the Brian R. Hocum Trust.

XI.

NOMINATION OF PERSONAL REPRESENTATIVE

I hereby nominate and appoint my wife, Holly Hocum, as sole Personal Representative of this, my Last Will and Testament. In the event that my wife does not survive me or shall be unwilling or unable to act or continue to act as Personal Representative for any reason, then I nominate and appoint my son, Brian T. Hocum, as Alternate Personal Representative.

To the extent not inconsistent with Article 5.2.3, my Personal Representative shall have and may exercise all rights and powers given to my Trustees under Article IX in this Will. In addition, my Personal Representative (or Trustee of any Trust hereunder) may exchange with my wife any of my community property or separate property, or both, for any of my wife's community or separate property, or both. The property shall be exchanged at its exchange date value. During the probate of my estate, distributions to a trust beneficiary may be desirable or directed under this Will, as if the Trust were funded. If this occurs, my Personal Representative may pay any trust beneficiary as much of the income or principal of my probate estate as the Trustee of the trust could pay if the trust had already been fully funded.

My Personal Representative or alternate Personal Representative shall act as such without bond and without the intervention of any court, except as may be required under the laws of the State of Washington in the case of nonintervention Wills.


B.R.H.

XII.

APPOINTMENT OF GUARDIAN

If it becomes necessary to appoint a guardian of the person for Olivia Hocum, I appoint Brian T. Hocum as the guardian of the person of Olivia Hocum.

XIII.

APPORTIONMENT OF DEATH TAXES

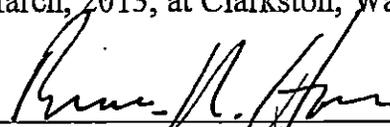
I direct that all transfer, estate, inheritance, succession, legacy, and other like "death taxes" imposed under the laws of the United States or any state or territory thereof, including any interests or penalties thereon, be apportioned and paid as provided by Washington law.

XIV.

CAPTIONS

The captions are inserted for convenience only. They are neither a part of my Will nor a limitation of the scope of the paragraph to which each refers.

I have signed this Will the 27 day of March, 2013, at Clarkston, Washington.



BRIAN R. HOCUM, TESTATOR

The foregoing instrument, consisting of sixteen (16) typewritten pages, including this page containing the attestation clause, was on the 27th day of March, 2013, signed, sealed, and published by Brian R. Hocum as, and declared by him to be his Last Will and Testament, in the presence of each of us who, at his request and in his presence, and in the presence of each other have subscribed our names as witnesses thereto.


_____ residing at Clarkston, Washington

_____ residing at Clarkston, Washington



B.R.H.

STATE OF WASHINGTON)
 : ss.
County of Asotin)

The undersigned, competent to testify, each for himself, testify on oath, at the request of the maker, as follows:

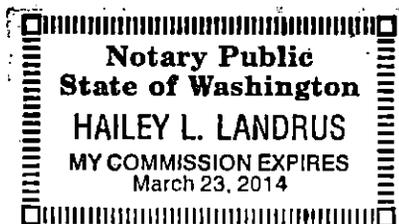
The above instrument purports to be and is the Last Will and Testament of the maker, and was signed and executed by said maker on the above date at Clarkston, Washington, in the presence of each of us as witnesses.

The maker thereupon published the instrument as, and declared it to be his Last Will and Testament and requested us to sign the same as witnesses. At the request and in the presence of the maker and in the presence of each other, we each subscribed our names as witnesses thereto.

At the time of executing said instrument, maker and each of us witnesses, were of legal age, and the maker appeared to be of sound and disposing mind, and not acting under duress, menace, fraud, undue influence, or misrepresentation.

Yvonne Pittman
[Signature]

SIGNED AND SWORN to before me this 28th day of March, 2013.



Hailey L. Landrus
Notary Public for Washington
Residing at Clarkston
My appointment expires: 3-23-2014

[Signature]
B.R.H.