

APN: 1319-30-645-003

After Recording, Mail to:

Joseph Risser & Carol Christen
155 Sunrise Drive
Grants Pass, OR 97526

Mail Tax Statements to:

Same as above



00081531201809212660090096

KAREN ELLISON, RECORDER

The undersigned affirms that this document does not contain the social security number of any person. (NRS 239B.030).

CERTIFICATE OF TRUST

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Certification of Trust

To: BANKS, SAVINGS AND LOAN ASSOCIATIONS, BROKERAGE HOUSES, TITLE COMPANIES, INSURANCE COMPANIES, AND FINANCIAL INSTITUTIONS

JOSEPH C. RISSER, III and CAROL CHRISTEN hereby certify that:

I. On August 22, 2018, Joseph C. Risser, III, and Carol Christen, as Trustors, transferred to Joseph C. Risser, III, and Carol Christen, as Trustees of the Joseph C. Risser and Carol Christen Revocable Trust (the "Trust"), certain items of real and personal property. The address of the Trustee is: 155 Sunrise Drive, Grants Pass, OR 97526. The last four digits of the Trustors Tax Identification Numbers are: Joseph C. Risser: 2098; and Carol Christen: 0921.

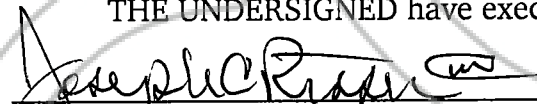
II. All assets transferred to the Trust should be transferred and titled as follows: JOSEPH C. RISSER, III, AND CAROL CHRISTEN, Trustees of the JOSEPH C. RISSER, III AND CAROL CHRISTEN REVOCABLE TRUST u/t/d August 22, 2018.


III. Articles 1, 10, 13 and 14 of the Trust include the provisions setting out the name of the trust; relating to revocability of the trust and the power to modify or amend the trust; the determination of incapacity; the nomination, appointment, and assumption of duties of the Successor Trustee; and the powers and authority of the Trustees. These provisions are set forth in Exhibit A, attached hereto and incorporated by this reference. The trust was established under the laws of the State of Oregon.

IV. The Trust has not been revoked, modified or amended from the date of its inception to the date of this Certification of Trust in any manner which would cause the representations in this certification to be incorrect. The trust remains in full force and effect.

V. The dispositive provisions of the Trust create no vested interest in any person other than Joseph C. Risser, III and Carol Christen.

THE UNDERSIGNED have executed this Certification of Trust on October 3, 2018.


Joseph C. Risser, III, Trustee


Carol Christen, Trustee

STATE OF OREGON, County of Josephine) ss. October 3, 2018.

This instrument was acknowledged before me by Joseph C. Risser, III, and Carol Christen, as Trustees.



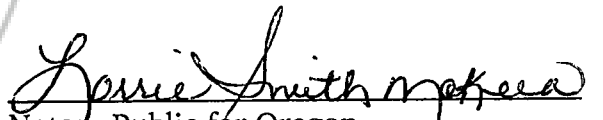

Notary Public for Oregon
My Commission Expires: 1/25/2020

EXHIBIT "A"

ARTICLE 1 TRUST

1.1 **DECLARATION OF TRUST.** JOSEPH C. RISSER, III and CAROL CHRISTEN, as Trustors, establish a trust with JOSEPH C. RISSER, III and CAROL CHRISTEN, (hereinafter "the Trustees"), as Trustees. All property which is made subject to this trust shall be held, administered, and distributed in accordance with this agreement. In construing this instrument and where the context so requires, the singular includes the plural specifically with respect to Trustee references. All references to Trustee will pertain to the initial two Trustees as well as to any sole Trustee who will serve after the death or incapacity of one or both of the original Trustees.

1.2 **NAME OF TRUST.** This trust shall be called the **JOSEPH C. RISSER, III AND CAROL CHRISTEN REVOCABLE TRUST.**

1.3 **TRUST PROPERTY.** By execution of this agreement and initialing of Schedule "A" attached hereto and incorporated herein by reference, Trustors are transferring, assigning and conveying to the Trustees all of the assets described on Schedule "A", together with any real property interests, vested in their individual names, which have inadvertently been omitted therefrom. It is Trustors' intention to convey to the Trustees, all Trustors' interests in all assets, real or personal. It is Trustors' intention by the transfer of assets to this trust to terminate any tenancy by the entirety, or other rights of survivorship between Trustors. The rights of the surviving Trustor upon the death of one Trustor shall be determined exclusively by the terms of this agreement. The Trustees, by subscription hereto, acknowledge receipt of the assets described on Schedule "A".

1.4 **ADDITIONS TO TRUST.** The Trustees shall have the power to receive other property, real or personal, tangible or intangible, (including life insurance policies) devised, bequeathed, granted, conveyed, assigned or made payable to the Trustees by either Trustor or by any other person. Upon acceptance by the Trustees, such property shall be added to and become a part of the trust estate and shall be subject to this agreement.

1.5 **REVOCATION, AMENDMENT OR WITHDRAWAL.**

1.5.1 During Trustors' joint lifetimes, Trustors may, acting together, amend or revoke this trust, in whole or in part, from time to time by delivering notice to the Trustees. After the death or incapacity of either Trustor, the surviving or not incapacitated Trustor may amend or revoke this trust, in whole or in part, from time to time by delivering notice to the Trustees.

1.5.2 The Decedent's Trust as hereinafter described, if funded as a result of disclaimer by the surviving Trustor, shall not be subject to alteration, amendment or revocation by any person after the death of either Trustor. The surviving Trustor shall continue to have the rights of alteration, amendment or revocation, in whole or in part, with respect to any trust assets which are not disclaimed to fund the Decedent's Trust. Such assets not disclaimed shall continue to be held for the benefit of the surviving Trustor under the same terms and provisions of this trust as existed prior to the death of one Trustor.

1.6 PERSONAL POWERS. The rights of revocation, withdrawal, alteration, and amendment reserved by Trustors in this Article must be exercised solely by Trustors and may not be exercised by any other person, including any agent, guardian or conservator.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 CREDITOR PROVISIONS. No beneficiary shall have any assignable interest in any trust created hereunder or in the income therefrom. Neither the principal nor the income shall be liable for debts of any beneficiary. No beneficiary shall have any power to sell, assign, transfer, encumber or in any other manner to anticipate or dispose of his or her interest in the trust or the income produced thereby prior to its actual distribution by the Trustees to the beneficiary or to another for the benefit of the beneficiary in the manner authorized herein.

10.2 INCOME ACCRUED, ACCUMULATED OR UNDISTRIBUTED UPON TERMINATION. Unless otherwise provided herein, income accrued, accumulated or undistributed upon termination of any estate or interest under any trust shall go to the recipient entitled to the next eventual interest. Any income which is not distributable or which is not distributed pursuant to the terms of any trust shall be accumulated, added to and thereafter administered as a part of the principal of the trust.

10.3 OREGON LAW CONTROLS. The laws of the State of Oregon govern with respect to the validity and interpretation of this agreement and with respect to all questions relating to the management, administration and investments of the trust estate, and the authority and powers of the Trustees.

10.4 SEVERABILITY. If any provision of this trust should be invalid or unenforceable, the remaining provisions thereof shall continue to be fully effective.

10.5 DISTRIBUTION TO MINORS OR INCAPACITATED PERSONS. In the disbursement of income or principal for a minor or an incapacitated beneficiary, the Trustees, in the Trustees' discretion, may make such payments to other than the beneficiary for the immediate and direct use and benefit of that beneficiary, and the receipt of any such person or payee to whom payments are thus made for the benefit of a minor or an incapacitated beneficiary shall be a sufficient voucher for the Trustees; or the Trustees, in the Trustees' discretion, may make payments of income direct to said beneficiary and the receipt of such beneficiary, even though a minor or an incapacitated person, shall be a sufficient voucher for the Trustees.

10.6. Incapacity.

10.6.1. Definition. For purposes of this instrument, a Trustor shall be considered incapacitated if a Trustor shall become unable to manage his or her own financial affairs or the financial affairs of the trust.

10.6.2. Written Determination. The determination that either Trustor is incapacitated shall be in writing and signed by the person or persons making the determination.

10.6.3. Procedure for Determining Incapacity. The fact of incapacity shall be determined by a successor trustee as named or provided for under this instrument. A determination that a person is incapacitated may be made by any means deemed by the person or persons making the determination to be adequate for this purpose, including but not limited to consultation with family members, the professional advisers, and the personal physicians of the person with respect to whom the determination is being made. The determination that a person is incapacitated shall be in writing and signed by the person or persons making the determination.

10.6.4. Waiver of Privilege. If necessary in order to obtain the opinion of a physician or other specialist regarding incapacity, Trustors waive any physician-patient privilege or other privilege which otherwise would protect Trustors against the disclosure of confidential information and authorize the release of medical information to the extent reasonably necessary for this purpose.

10.6.5. Court Determination. A Trustor shall also be considered incapacitated if a court determines that a Trustor is unable to manage his or her property or financial affairs, provided that the incapacitated Trustor has received actual notice and had an opportunity to be present at any hearing. The Trustees or any person having access to this instrument may bring it to the attention of the court, any guardian ad litem, or an attorney acting as the incapacitated trustor's individual counsel for the purpose of protecting the incapacitated Trustor's interests. If a guardianship or conservatorship proceeding is contemplated or instituted, Trustors express their strong desire that any court order be limited to its finding regarding incapacity and that their financial affairs be managed without court supervision under the terms of this instrument.

10.6.6. Nonliability of Other Parties. No person who in good faith relies on such determination shall be liable for any acts or omissions resulting from that determination.

10.6.7. Contesting Incapacity. If either Trustor objects to a determination or proposed determination of incapacity, Trustors reserve the right to contest the question of incapacity. The costs of any contest, including attorney fees, mediation, and arbitration, shall be paid from the trust estate.

10.6.8. Recovery of Capacity. Upon recovery of capacity and written notice to the Trustees, the incapacitated trustor shall once again have the ability to exercise all powers granted to that trustor under this instrument. Restoration to capacity may be determined by the Trustees or by court order.

10.6.9. Undistributed Income. Any trust income not distributed shall be added to and become part of the principal of the trust. Income accrued or undistributed at the termination of a beneficiary's interest in a trust shall be added to and become part of the principal of that trust, and any rights of that beneficiary to that income shall terminate.

10.6.10. Consideration of Other Income or Property. In making discretionary distributions, the Trustees may, but are not required to, consider any other income, support, or property available to the beneficiary.

10.6.11. Consolidation of Trusts. The Trustees may consolidate any trust created by this instrument with any other trust if the trusts have the same beneficiaries and are substantially identical.

10.6.12. Life Insurance Proceeds. The Trustees shall collect the proceeds of any life insurance policy for which the Trustees are the beneficiary, and shall hold those proceeds under the terms of this instrument. Payment to the Trustees shall be a full discharge of the insurance company on account of the policy, and the insurance company shall not be responsible for the proper discharge of the trust. The Trustees have no duty to begin collection proceedings or litigation to enforce payment of any life insurance policies until reasonable provision has been made to indemnify the Trustees for all anticipated expenses and liabilities.

ARTICLE 13 TRUSTEE PROVISIONS

13.1 ORIGINAL CO-TRUSTEES MAY ACT ALONE. Each Trustor specifically empowers the other original Co-Trustee to act alone with respect to any transactions involving the property and assets of the trust including any bank accounts, certificates of deposit, mutual funds, and securities. Any third party including any banks, savings and loan institution, or transfer agent shall recognize the authority of either of the original Trustees, or the sole successor as between the original Co-Trustees as hereinafter provided, acting alone on behalf of the trust and shall not be liable or responsible in any way in relying upon any Trustee's authority to act alone for and on behalf of the trust. This paragraph shall be construed as a durable general power of attorney from each Trustor to the other Co-Trustee to act for and on behalf of his or her interests with respect to the trust assets.

13.2 SURVIVOR TO ACT AS SOLE TRUSTEE UPON DEATH OF CO-TRUSTEE. If one of the original Trustees shall die or become incapacitated the other original Trustee shall act as the sole Trustee and title to all of the trust estate shall vest automatically in the Successor Trustee, subject to the terms of the trust and the Successor Trustee shall have all of the powers of the original Trustees.

13.3. SUCCESSOR TRUSTEE PROVISIONS

13.3.1 Successor Trustee. If both of the original Trustees should die or both be incapacitated during their joint lifetimes, Trustors nominate and appoint Serena Brewer to serve without bond as the successor Trustee and title to all of the trust estate shall vest automatically in her as successor Trustee, subject to the terms of the trust and she shall have all of the powers of the original Trustees.

13.3.2. Alternate Successor Trustee. If Serena Brewer dies, becomes incapacitated or for any reason fails to serve as trustee, Trustors appoint Jeffrey Stephenson, to act as the alternate successor Trustee and title to all of the trust estate shall vest automatically in the him as Trustee, subject to the terms of the trust and he shall have all of the powers of the original Trustees.

13.3.3. Second and Third Alternate Successor Trustee. If Jeffrey Stephenson dies, becomes incapacitated or for any reason fails to serve as trustee, Trustors appoint Wendy Grace, to act as the second alternate successor Trustee and Alan Bush, to act as the third alternate successor Trustee, and title to all of the trust estate shall vest automatically in the second or third alternate successor Trustee, as the case may be, subject to the terms of the trust and such alternate successor Trustee shall have all of the powers of the original Trustees.

13.4 ASSUMPTION OF DUTIES. Any Successor Trustee shall acknowledge assumption of duties by an instrument in writing acknowledged by the Trustee accepting said assumption or by order of the court of general jurisdiction in the county and state of the Trustor's residence.

13.5 RESIGNATION OF TRUSTEE. A Trustee may resign as Trustee at any time without the necessity of court approval.

13.6 APPOINTMENT OF TRUSTEE BY BENEFICIARIES. If at any time there should be no Trustee of any trust provided for herein, a majority in interest of those beneficiaries of such trust to whom income may then be paid may appoint a successor Trustee or Trustees. Appointment shall be by an instrument in writing acknowledged by each person executing the same, and shall specify whether the successor Trustee shall serve with or without bond.

13.7 VESTING OF TRUST PROPERTY. All rights, title and interest in the property of the trust shall immediately vest in the successor Trustees at the time of appointment. The prior Trustees shall, without warranty, transfer to the successor Trustees the existing trust property. No successor Trustees shall be personally liable for any act of omission of any predecessor Trustees. Any Successor Trustees may accept without examination or review the accounts rendered and the property delivered by or for a predecessor Trustees without incurring any liability.

ARTICLE 14 TRUSTEE'S POWERS

14.1 UNIFORM TRUSTEE'S POWERS ACT. The Trustees named herein shall have all powers granted by Oregon law under the Uniform Trustee's Powers Act then in effect.

14.2. OTHER TRUSTEE POWERS. In addition to all powers conferred by law, the Trustees shall have the following powers:

14.2.1. To invest and reinvest in any assets, without limitation by any law applicable to investments by fiduciaries in such securities, including common or preferred stock, mortgages, notes, bonds, subordinated debentures and warrants of any corporation, or governmental unit, or other property, real or personal, including, but not limited to savings accounts and deposits, interests in mutual or money market funds or investment trusts, annuities, insurance and limited partnerships, without being restricted to statutory investments and whether or not such investments are unsecured or of a wasting nature; to sell any property, real or personal, of the trust as may be, in the opinion of the Trustees, necessary or convenient for the administration of this trust; to acquire, grant or dispose of property, including puts, calls and options, including options on stock owned by the estate, for cash or on credit, including maintaining margin accounts with brokers, at public or private sale, upon such terms and conditions as the Trustees may deem advisable; to vote a security, in person or by general or limited proxy, to participate in or consent to any voting trust, and to deposit securities with and transfer title to a protective or other committee; to hold a security or other property in the name of a nominee, including "street name" of a broker, or in other form without disclosure of the fiduciary relationship, so that title may pass by delivery, but the Trustees are liable for any act of the nominee in connection with the property so held.

14.2.2. Manage, maintain, improve, lease, grant options on, encumber, sell, exchange, or otherwise dispose of part or all of the trust estate in any manner and on any terms the Trustees consider beneficial to the trust estate.

14.2.3. Retain any property and continue and operate any business for so long as the Trustees consider retention of probable benefit to the trust estate and the trust beneficiaries.

14.2.4. Invest and reinvest the trust estate in common or preferred stocks, bonds, mutual funds, common trust funds, secured and unsecured obligations, mortgages, and other property, real or personal, which the Trustee considers advisable and in the best interest of the trust estate, whether or not authorized by law for the investment of trust funds.

14.2.5. Receive reasonable compensation for the Trustees' own services and reimbursement for expenses incurred in administering the trust estate.

14.2.6. Advance the Trustees' own funds to the trust for any trust purposes at prevailing rates of interest (with any advance to be a lien on the trust estate) and borrow money for those purposes and upon those terms and conditions which the Trustees consider to be in the best interest of the trust estate.

14.2.7. Purchase assets at their fair market value (as determined by the Trustees) from either Trustor's probate estate or the trust estate, and make secured or unsecured loans to either Trustor's probate estate or the trust estate, for any reason the Trustees believe will benefit such probate estate or trust estate.

14.2.8. Hold the trust estate as an undivided whole without separation into any separate trusts for as long as the Trustees consider suitable and allot undivided interests in any asset to any separate trusts, but no undivided holding shall defer vesting or distribution under the trusts.

14.2.9. Make any distribution in any of the following ways to a beneficiary who is a minor, incompetent, under legal disability, or considered by the Trustees to be unable to handle property if paid to the beneficiary directly, without liability to the Trustees a) directly to the beneficiary; b) to the beneficiary's guardian or conservator, to a custodian under the Oregon Uniform Transfers to Minors Act, or to any other fiduciary; or c) to any person or organization furnishing health care, education, support, or maintenance.

14.2.10. Except as otherwise provided in this instrument, do all acts that might legally be done by an individual in absolute ownership and control of property and which in the Trustees' judgment are necessary or desirable for the proper and advantageous management of the trust estate.

14.2.11. Trustors further provide that the Trustees or any Successor Trustees shall not be required to comply with the provisions of the Uniform Prudent Investors Act, currently ORS 130.750 through ORS 130.775.

14.2.12. The Trustees may make any election or decision available to the trust under federal or state tax laws, to make pro rata or non-pro rata distributions without regard to any differences in tax basis of assets distributed, and to make distributions in cash, in specific property, in undivided interests in property, or partly in cash and partly in property. Particularly, the Trustees may make the elections to treat any part or all of any property included in the Decedent's Trust as qualified terminable interest property under the provisions of either IRS Section 2056(b)(7) or any state law, or under the provisions of both, to qualify for the Marital Deduction. The Trustees may divide the Decedent's Trust into as many separate trusts as is necessary or desirable to reflect a portion election.

