

Declaration of Trust

Trust agreement made on March 4, 2015

, between MAGDALENO ESPINOZA TORRES, and LUCIA CHAVEZ GARDUNO hereafter referred to as "Trustors"
, residents of Pelham, Alabama

, and

MAGDALENO ESPINOZA TORRES, a resident of Pelham, Alabama hereafter referred to as ("trustee"),

Beneficiary of this IRREVOCABLE TRUST AGREEMENT is AARON ESPINOZA, son of both MAGDALENO ESPINOZA TORRES AND LUCIA CHAVEZ GARDUNO.

In consideration of the mutual promises set forth in this agreement, trustor and trustee agree as follows:

SECTION ONE. TRANSFER IN TRUST AND SPENDTHRIFT PROVISION

Trustors assigns, transfers, and conveys to trustee the property described in Exhibit "A", which is attached and incorporated by this reference. Receipt of that property is acknowledged by trustee, or such receipt will take place immediately thereafter the execution of this Trust Agreement. The described property, designated the "trust estate," shall be held by trustees in trust for the uses and purposes and on the terms and conditions set forth in this agreement.

Spendthrift Provision: No beneficiary shall have any right to anticipate, sell, assign, mortgage, or pledge or otherwise dispose or encumber all or any part of any trust established for his or her benefit under this agreement. No part of such trust estate, including income, shall be liable for the debts or obligations of any beneficiary or be subject to attachment, garnishment, execution, creditor's bill or other legal equitable process.

SECTION TWO. DISPOSITION OF PRINCIPAL, INCOME AND REAL PROPERTY

Trustee shall administer and manage the trust estate, collect the income from it (if any), and, after payment of all taxes and assessments on the estate and all charges incident to the management of it, apply and dispose of the net income and the principal of the trust estate as follows:

- A. Trustee shall manage and hold in trust, for the sole benefit of the Aaron Espinoza, the residence located at 724 Crosscreek Trail, Pelham, Alabama 35124, specifically legally described as: Lot 17, Block 2, According to the survey of Cahaba Valley Estates, First Sector, as Recorded in Map 5, Page 84, In the Office of the Judge of Probate, Shelby County, Alabama. Trustee shall convey ownership by Warranty Deed in Fee Simple to the Beneficiary, Aaron Espinoza, upon Aaron Espinoza turning twenty five (25) years of age. At all times, Aaron Espinosa shall have the right to occupy and possess any real property under this Trust Agreement. Trustee shall maintain and upkeep all real property named in this Trust Agreement using any principal attributed to the Trust. Trustee agrees to not commit any waste onto said property, or commit waste to any property held for the benefit of the beneficiary of this Trust Agreement.
- B. If Trustee and/ or beneficiary do not occupy the home, all proceeds from the rental of said home shall be deposited in a bank account for the benefit of the Irrevocable Trust of Aaron Espinoza. In the absence of placing proceeds in a bank account, Trustee shall have the discretion to reinvest principal from rental income in any income generating investment at Trustee's sole discretion for the benefit of Aaron Espinoza.

SECTION THREE. ADDITIONS TO TRUST

Trustor(s) and any other person shall have the right at any time to add property acceptable to trustee to this trust. Such property, when received and accepted by trustee, shall become part of the trust estate. Any additional property added shall be managed in the same manner

2 IRREVOCABLE TRUST OF AARON ESPINOSA/ TRUSTORS INITIALS:

ME / LCH



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SECTION FOUR. IRREVOCABILITY OF TRUST

This trust shall be irrevocable and shall not be revoked or terminated by trustor(s) or any other person, nor shall it be amended or altered by trustor(s) or any other person.

SECTION FIVE. POWERS OF TRUSTEE

Trustee shall have the exclusive power of appointment over all trust property.

SECTION SIX. LIMITATION ON POWERS

Trustee shall not assign or delegate any power of appointment to any person without Trustor(s) express consent.

SECTION SEVEN. COMPENSATION OF TRUSTEE

Trustee shall receive a monthly compensation of \$20.00 per month as compensation to administer this Trust Agreement. Trustee reserves the right to waive and not receive such fee at Trustee's sole discretion. Compensation of Trustee cannot be assigned or delegated to any third party.

SECTION EIGHT. SUCCESSOR TRUSTEES

If:
MAGDALENO ESPINOZA TORRES, resigns or is unable to continue to act as trustee,

LUCIA CHAVEZ GARDUNO shall be appointed as successive trustee,

If LUCIA CHAVEZ GARDON is unable to continue to act as trustee, then ROBERTO ANTONIO MURCIA, JR shall act as successive Trustee.

If ROBERTO ANTONIO MURCIA, JR is unable to continue to

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act as trustee, then it is requested that the Shelby County Circuit Court appoint a Trustee to administer this Trust Agreement. At no time is it the intent of the Trustor(s) that this Trust Agreement fails for lack of the appointment of a Trustee.

SECTION NINE. PAYMENT OF DEATH TAXES

Trustee is authorized and directed to pay out of the principal of the trust estate the proportionate share of any succession, legacy, inheritance, death, transfer, or estate taxes, including any interest and penalties, that may be assessed by reason of the death of trustor. In making the payment, trustee may rely on the written statement of the executor or administrator of the estate of trustor as to the proportionate share of taxes chargeable to the trust estate.

SECTION TEN. INVASION OF PRINCIPAL

If the net income of this trust is at any time insufficient to provide for the care, comfort, maintenance, and support of Aaron Espinoza, Magdaleno Espinoza Torres, trustee, in its uncontrolled discretion, may pay or apply for those purposes such sums from the principal of the trust estate as trustee may deem proper, considering any other sources of income of the beneficiary.

SECTION ELEVEN. ALLOCATION OF PRINCIPAL AND INCOME

Except as otherwise specifically provided in this agreement, trustee shall have full power and authority to determine, in its absolute discretion, what shall constitute principal of the trust estate, gross income from the trust estate, and net income of the trust estate distributable under the terms of this agreement.

SECTION TWELVE. ACCOUNTING

Trustee at any time shall be entitled to render to the current income beneficiary or beneficiaries of the trust estate an account of the acts of trustee and transactions with respect to the income and principal of the trust estate from the date of the creation of

4 IRREVOVABLE TRUST OF AARON ESPINOSA/ TRUSTORS INITIALS:

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the trust or from the date of the last previous account of trustee. The beneficiary or beneficiaries shall have full power and authority on behalf of all persons now or later interested in the trust to finally settle and adjust such account. Approval of the account by the beneficiary or beneficiaries shall constitute a full and complete discharge and release of trustee from all further liability, responsibility, and accountability for or with respect to the acts and transactions of trustee as set forth in the account, both as to income and principal.

SECTION THIRTEEN. PAYMENTS TO MINORS

Trustee in its sole discretion may pay any principal or income applicable to the use of a minor to the parent or guardian, to a person having care and control of the minor, or directly to the minor, or trustee may apply the same for the minor's benefit, and any payment so made shall be a full and sufficient discharge of trustee with respect to that payment. Also, trustee may accumulate for the benefit of any minor any part or all of the income available for the minor's use as trustee in its sole discretion may deem advisable. This accumulated income may be paid to the minor on his or her attaining the age of 19 years.

SECTION FOURTEEN. GOVERNING LAW

The validity, construction, and effect of this agreement and of the trust created under it and its enforcement shall be determined by the laws of the State of Alabama.

Trustor(s) and trustee have executed this agreement at the Law Offices of Albert J. Osorio, 500 Southland Drive, Suite 214, Birmingham, Alabama 35226, this the 4th day of March, 2015.

Magdaleno Espinoza
Trustor (Magdaleno Espinoza Torres)

03-04-15
Date



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5 IRREVOCABLE TRUST OF AARON ESPINOSA/ TRUSTORS INITIALS:

ME / LCH

Lucia Chavez
Trustor (Lucia Chavez Garduno)

03-04-15
Date

STATE OF ALABAMA)

JEFFERSON COUNTY)

Subscribed, sworn to and acknowledged before me this 5th day of March, 2015, that Magdaleno Espinoza Torres is over the age of 19 and of sound mind, has executed this Irrevocable Trust Agreement for the benefit of his son, Aaron Espinoza.

Magdaleno Espinoza
Trustor (Magdaleno Espinoza Torres)

03-04-15
Date

[Signature]
NOTARY PUBLIC

(Seal)

My commission expires on 7/27/2017

STATE OF ALABAMA)

JEFFERSON COUNTY)



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Subscribed, sworn to and acknowledged before me this 5th day of March, 2015, that Lucia Chavez Garduno is over the age of 19 and of sound mind, has executed this Irrevocable Trust Agreement for the benefit of her son, Aaron Espinoza.

6 IRREVOCABLE TRUST OF AARON ESPINOSA/ TRUSTORS INITIALS:

ME / LCH

Lucia Chavez
(Trustor) Lucia Chavez Garduno

03-04-15
Date

[Signature]
NOTARY PUBLIC

(Seal)

My commission expires on 7/17/2017

STATE OF ALABAMA)

JEFFERSON COUNTY)

Subscribed, sworn to and acknowledged before me this 5th day of March, 2015, that Magdaleno Espinoza Torres is over the age of 19 and of sound mind, has agreed to serve as Trustee of this Trust Agreement for the benefit of Aaron Espinoza.

[Signature]
NOTARY PUBLIC

(Seal)

My commission expires on 7/17/2017


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[Signature]
Witness
Printed Name: David Marino

[Signature]
Witness
Printed Name: Aaron Espinoza

7 IRREVOCABLE TRUST OF AARON ESPINOSA/ TRUSTORS INITIALS:

ME / LCH

Drafted by:

Albert J. Osorio, Esq.
Law Offices of Albert J. Osorio, LLC
500 Southland Drive, Suite 214
Birmingham, AL 35226
Tel: 205-332-0506
Tel: 205-637-6188

End of Document. Exhibit "A" to follow.


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EXHIBIT "A"

LEGAL DESCRIPTION: LOT 17, BLOCK 2, ACCORDING TO
THE SURVEY OF CAHABA VALLEY ESTATES, FIRST
SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 84, IN THE
OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY,
ALABAMA.

Physical street address: 724 Crosscreek Trail, Pelham, Alabama
35124. A single family residence located in Pelham, Alabama.



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