

CERTIFICATION OF TRUST

The undersigned Trustors/Settlors and Trustees hereby certify the following:

1. This Certification of Trust refers to the GALLARDO FAMILY 2001 LIVING TRUST, dated November 27, 2001, and any amendments thereto, executed by THOMAS P. GALLARDO and LOIS P. GALLARDO as Trustors/Settlors.

Any property owned by the Trust may be taken in the name of THOMAS P. GALLARDO and LOIS P. GALLARDO, as Trustees of GALLARDO FAMILY 2001 LIVING TRUST, dated November 27, 2001.

2. The address of the Trustors/Settlors is:

13679 Chesterfield Drive, Moorpark, CA 93021

3. The initial Trustee(s) of the Trust is/are:

THOMAS P. GALLARDO and LOIS P. GALLARDO

4. The Trustee(s) currently serving are:

THOMAS P. GALLARDO and LOIS P. GALLARDO

5. If more than one Trustee is currently serving, the Trust ☒ does ☐ does not authorize any Co-Trustee to make decisions and bind the Trust in the exercise of all powers and discretion granted to the Trustees without the consent of any other Co-Trustee.

6. With respect to real property, the Trustees are authorized under the Trust Agreement to:

- ☒ hold/acquire title to real property
- ☒ sell/convey real property
- ☒ encumber/mortgage real property
- ☒ lease real property
- ☒ otherwise deal with interests in real property

in the name of and on behalf of the Trust.

7. In addition to the above powers, the Trustee(s) has/have the power to: ALL POWERS NOW OR HEREAFTER GRANTED TO A TRUSTEE BY LAW.

8. All powers of the Trustees are fully set forth in Article EIGHT POWERS OF TRUSTEE of the Trust Agreement which is attached hereto.

9. Check the applicable box:

☒ The Trust is REVOCABLE. The party/parties holding the power of revocation is/are THOMAS P. GALLARDO and LOIS P. GALLARDO

☐ The Trust is IRREVOCABLE.

10. No person or entity paying money to or delivering power to the Trustee(s) shall be required to see its application. All persons relying on this document regarding the Trustees and their respective powers over trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certificate of Trust shall be just as valid as the original.

11. This Certification of Trust is being made to certify the powers of the Trust relating to real property. Statements herein are made as sworn statements and may violate state and federal law if falsely made.

12. The parties hereby certify that the Trust has not been revoked and there have been no amendments or modifications thereto which terminate, revoke, substitute or otherwise amend the Trustees named herein or otherwise limit the powers of the Trustees over trust property.

The undersigned certify that the statements in this Certification of Trust are true and correct and that it was executed in VENTURA County, California.

In Witness Whereof, I have hereunto set my hand and seal on this the 8TH day of July, 2019.

Trustors/Settlors:


NAME OF TRUSTOR/SETTLOR


NAME OF TRUSTOR/SETTLOR

Trustees:


NAME OF TRUSTEE


NAME OF TRUSTEE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Ventura)

On July 8, 2019 before me, Joanne Cowan, Notary Public,
(here insert name and title of the officer)

personally appeared Thomas P. Gallardo and
Lois P. Gallardo

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

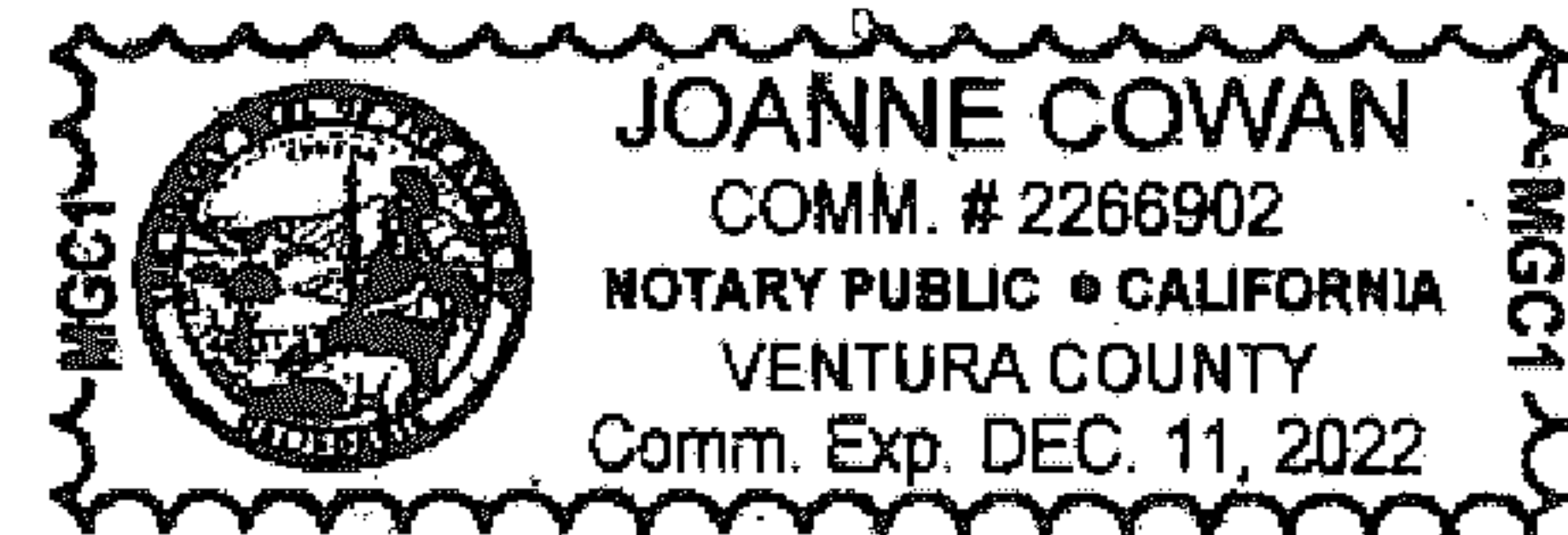
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Joanne Cowan

(Seal)



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of Verification of

Trust

containing 3 pages, and dated n/a.

The signer(s) capacity or authority is/are as:

- ☒ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
 Title(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
 Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

This instrument was prepared by:

Virginia Boliek

Law Office of Virginia Boliek, LLC

1301 Panorama Dr, Birmingham, AL 35216

[attach CA Notary Acknowledgment]

THE GALLARDO FAMILY 2001
LIVING TRUST

ARTICLE ONE

INTRODUCTION

1.1. Declaration. This trust declaration, referred to as the GALLARDO FAMILY 2001 LIVING TRUST, is made on November 27, 2001, by and between THOMAS P. GALLARDO and LOIS P. GALLARDO, both of Ventura County, California, who are hereinafter referred to as the trustors and/or trustees depending on the context. The term "trustee," as used herein, also refers to each successor trustee who is serving as a trustee of a trust created under this instrument. The trustees have two children, namely BENJAMIN P. GALLARDO and JENNIFER L. GALLARDO.

ARTICLE TWO

THE TRUST ESTATE

2.1. Definition of Trust Estate. The property described in any schedule that is part of this instrument, the property hereafter transferred to any trust created under this instrument, and the income and proceeds attributable to all such property shall constitute the "trust estate," which shall be held in trust, administered, and distributed according to the terms of this instrument.

2.2. Initial Trust Corpus. The trust estate shall be comprised initially of the property described in the following schedules:

(a) The "Schedule of Community Property Assets," which is attached hereto and made a part of this trust instrument. The property described in that schedule is the trustors' community property.

(b) The "Schedule of Separate Property Assets of THOMAS P.

individual who serves as a trustee under this instrument.

7.4. Trustee's Right and Method of Resignation. Any trustee may resign at any time, without giving a reason for the resignation, by executing a signed written instrument and delivering it to any other trustee then acting, to the successor trustee designated in the manner provided in this article, to the trustors, if living, and if either trustor is deceased, to the trust beneficiaries. A resignation shall be effective upon written acceptance of the trust by the successor trustee.

7.5. Compensation of Trustees. Each individual who is a trustee under this instrument shall be entitled to reasonable compensation for fiduciary services rendered. A bank appointed trustee shall be entitled to compensation as per the bank's usual and customary trustee rates. The trustee may pay these fees from the funds of the pertinent trust as an expense of trust administration, without court order.

ARTICLE EIGHT POWERS OF TRUSTEE

8.1. General Powers of Trustee. In order to carry out the purposes of this trust, the trustee shall have all of the powers enumerated herein and, except as limited by any provision of this instrument, all powers now or hereafter granted to a trustee by law. Except as limited by a more specific provision of this instrument, the trustee shall have the power to:

- (a) Sell, exchange, transfer, convey, lease without limitation as to term, borrow upon, and hypothecate all or any part of the trust property;
- (b) Retain, maintain, repair, divide, partition, improve, and otherwise manage any trust property;
- (c) Insure trust property against damage or loss, and against liability with respect to third persons, at the expense of the trust, with the carriers and

coverages that the trustee deems advisable;

(d) Enforce the rights of the trust with respect to any mortgage, deed of trust, pledge, or similar security device held in trust; enforce, at a foreclosure sale (whether judicial or nonjudicial) or other sale, the rights of the trust in secured property; make bids upon and purchase, at trust expense, any property that is subject to security device; and accept a deed in lieu of foreclosure as full or complete satisfaction of the secured debt;

(e) Commence or defend, at the expense of the trust, legal actions relating to the trust or any trust property as the trustee deems advisable;

(f) Compromise, submit to arbitration, settle, or release (with or without consideration) or otherwise adjust any claims in favor of or against the trust;

(g) Hold trust property in the name of a nominee or nominees, with or without disclosing the trust character of such property (including securities in such condition that ownership may pass upon delivery), or in the name of the trustee as trustee;

(h) Exercise any and all rights and powers of an owner of stocks or securities; vote and give proxies; pay assessments or other charges; exercise or not exercise, as the trustee deems advisable, subscriptions, conversion rights, or other rights or options that may devolve upon holders of stocks or securities; and enter into shareholder agreements;

(i) Participate in any plans or proceedings for foreclosure or consolidations, merger, liquidation, or other reorganization of any corporation or organization having securities that are held as trust property and, in connection therewith, deposit securities with and transfer title or securities upon the terms that the trustee deems advisable to any protective or other committee established in connection with any such plan or proceeding;

(j) Subdivide and resubdivide trust real property and sign applications, maps, and other documents incidental thereto; to dedicate trust real property for public

purposes, with or without consideration; grant and impose upon trust real property, conditions, covenants, easements, restrictions, rights of way, and other servitudes; borrow against trust real property; and do such other acts as may appear to the trustee advisable in connection with the exercise of any of the powers described in this subparagraph.

- (k) Receive additions to the trust from any source at any time;
- (l) Borrow money for any trust purpose on such terms and conditions as the trustee deems advisable and obligate the trust to repay the borrowing;
- (m) Employ attorneys, investment counsel, accountants, bookkeepers, or other persons to render services regarding all matters pertaining to the trusts, and pay from trust property the reasonable compensation of such persons for their services.

8.2. Farm or Ranch Management. With respect to any farm or ranch property that is part of the trust estate, the trustee shall have the power to:

- (a) Hire a professional farm or ranch manager or management service;
- (b) Operate the property on a sharecrop or tenant-farmer basis or by subcontract for farm or ranch services; and
- (c) Construct, maintain, abandon, and remove structures, irrigation systems, ditches, and other improvements.

8.3. Trustee's Power to Continue Business. The trustee may retain, manage, and operate any property, business, or enterprise (including a sole proprietorship or interest in a general or limited partnership or corporation) received, acquired, or held as trust property pursuant to this instrument, for so long as the trustee deems advisable. The trustee may incorporate, dissolve, or otherwise change the organization of the business or enterprise, or sell or liquidate any business at a time and subject to the terms and conditions that the trustee deems advisable.

8.4. Trustee's Power to Invest and Retain Trust Property. Subject to the standards set forth in California Probate Code section 16040, the trustee shall have the power to (1) acquire every kind of property, real, personal, or mixed, and every kind of investment, including but not limited to obligations of the United States government; and (2) retain property received into the trust at its inception or added to it or acquired pursuant to proper authority if and as long as the trustee considers that retention is in the best interests of the trust or in furtherance of the trust purpose.

8.5. Trustee's Power Regarding Unproductive Property. The trustee may retain or acquire unproductive or underproductive property. California Probate Code section 16311 shall not apply to any trust created under this instrument.

8.6. Trustee's Duty to Convert Unproductive Property Upon Direction. The trustee may retain or acquire unproductive or underproductive property; provided however that if the surviving spouse, by a written instrument delivered to the trustee, directs the trustee to convert unproductive property held in the Survivor's Trust as Marital Deduction property into income-producing property, the trustee shall do so within a reasonable time.

8.7. Retention of Residence. After the deceased spouse's death, the trustee may retain in any trust or trusts provided for under this instrument, for the personal use of the surviving spouse, any property occupied by the trustors as a principal place of residence at the time of the deceased spouse's death, for as long as the surviving spouse desires to occupy the residence. The trustee shall pay from the trust estate all expenses associated with the maintenance and upkeep of such property. On the written request of the surviving spouse, the trustee may sell the residence and replace it with other property of comparable or lower value suitable as a residence for the surviving spouse. If the surviving spouse becomes subject to a conservatorship of the estate or person, the conservator shall be empowered to act for the surviving spouse. After the Surviving Spouses' death, should there still be children of the trustors' under the age of twenty three (23) and living at home, the trustee may if the trustee deems it

advisable after consulting with the trustors' children and their guardian, if any, continue to hold the residence for the use and benefit of the children and their guardian, if any. Upon the last of trustors' minor children reaching age twenty-three (23) or graduating from college with a Bachelor's degree, wherever is sooner, the trustee shall cease to allow the children and guardian the use and benefit of the residence. So long as the use and benefit is allowed, the use to the children and guardian shall be rent free and the trustee shall pay the expenses of maintaining and operating the residence including utilities, property taxes and insurance, but not telephone bills.

8.8. Combining Multi-Trust Property. Each trust created under this instrument shall constitute a separate trust and be administered accordingly; however, the assets of all of the trusts may be combined for bookkeeping purposes and held for the trust beneficiaries without physical division into separate trusts until time of distribution.

8.9. Spendthrift Clause. To the maximum extent permitted by law, the interests of each trust beneficiary under this instrument are not transferable by voluntary or involuntary assignment or by operation of law and shall be free from the claims of creditors and from attachment, execution, bankruptcy, and other legal process. If any such transfer is made or attempted by or against a trust beneficiary, all further trust payments of income or principal or both to that beneficiary (and any right of that beneficiary to such payments) shall be suspended for a period of time or indefinitely (but in no case for longer than the term of the trust) as the trustee determines. In lieu of payments to the beneficiary, the trustee may apply so much of the trust income or principal or both to which the beneficiary would otherwise be entitled as the trustee deems necessary for the beneficiary's education and support. All trust income (to which the beneficiary would otherwise be entitled) not so applied shall in the discretion of the trustee be accumulated and added to trust principal at such time or times as the trustee deems proper.

8.10. Division or Distribution in Cash or Kind. Except to the extent that any

provisions in this instrument that specify the allocation of assets involving the marital deduction conflict with this paragraph, the trustee, in order to satisfy a pecuniary gift or to distribute or divide trust assets into shares or partial shares, may distribute or divide such assets in kind, or divide undivided interests in such assets, or sell all or any part of such assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind. Property distributed to satisfy a pecuniary gift under this instrument shall be valued at its fair market value at the time of distribution.

8.11. Payments on Behalf of Minors or Persons Under Disability. If at any time any beneficiary is a minor or it appears to the trustee that any beneficiary is disabled, incompetent, or for any other reason not able to receive payments or make intelligent or responsible use of the payments, then the trustee, in lieu of making direct payments to the beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state; to one or more suitable persons as the trustee deems proper, such as a relative of the beneficiary or a person residing with the beneficiary, to be used for the beneficiary's benefit; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions. The receipt of payments by any of the foregoing shall constitute a sufficient acquittance of the trustee for all purposes.

8.12. Trustee's Duty to Account. The trustee shall not be required to render periodic accounts to any person, but shall render accounts at the termination of a trust and upon a change of trustee, to the persons and in the manner required by law.

8.13. Written Notice to Trustee. Until the trustee receives written notice of any death or other event upon which the right to payments from any trust may depend, the trustee shall incur no liability for disbursements made in good faith to persons whose interests may have been affected by that event.

that the trustee incurs in connection with the determination of the amount of the taxes, interest, or penalties referred to in subparagraph (a) of this paragraph; and

(c) Legally enforceable debts, funeral expenses, expenses of last illness, and administration and property expenses.

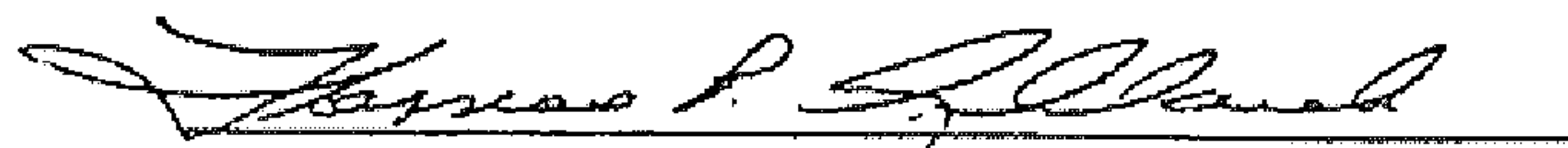
9.10 Simultaneous Death. Unless this trust instrument provides otherwise, if the trustors die and there is no sufficient evidence that they died other than simultaneously, it shall be conclusively presumed that the wife survived the husband. If any other person named in this instrument fails to survive a trustor for 30 days, for all purposes of this instrument that person shall be considered to have predeceased that trustor.

9.11. California Trust Law to Apply. California law shall govern the validity, interpretation, and administration of any trust created under this instrument, regardless of the domicile of any trustee or beneficiary.

ARTICLE TEN EXECUTION

10.1. Execution. We, and each of us, certify that we have read the foregoing trust declaration and that it correctly states the terms and conditions under which the trust estate is to be held, managed, and disposed of by the trustees. We approve of the trust declaration in all particulars, and as the trustees named in the trust declaration, accept the trusts provided for in the declaration.

Executed on this 27th day of November 2001, at
Ventura, California.

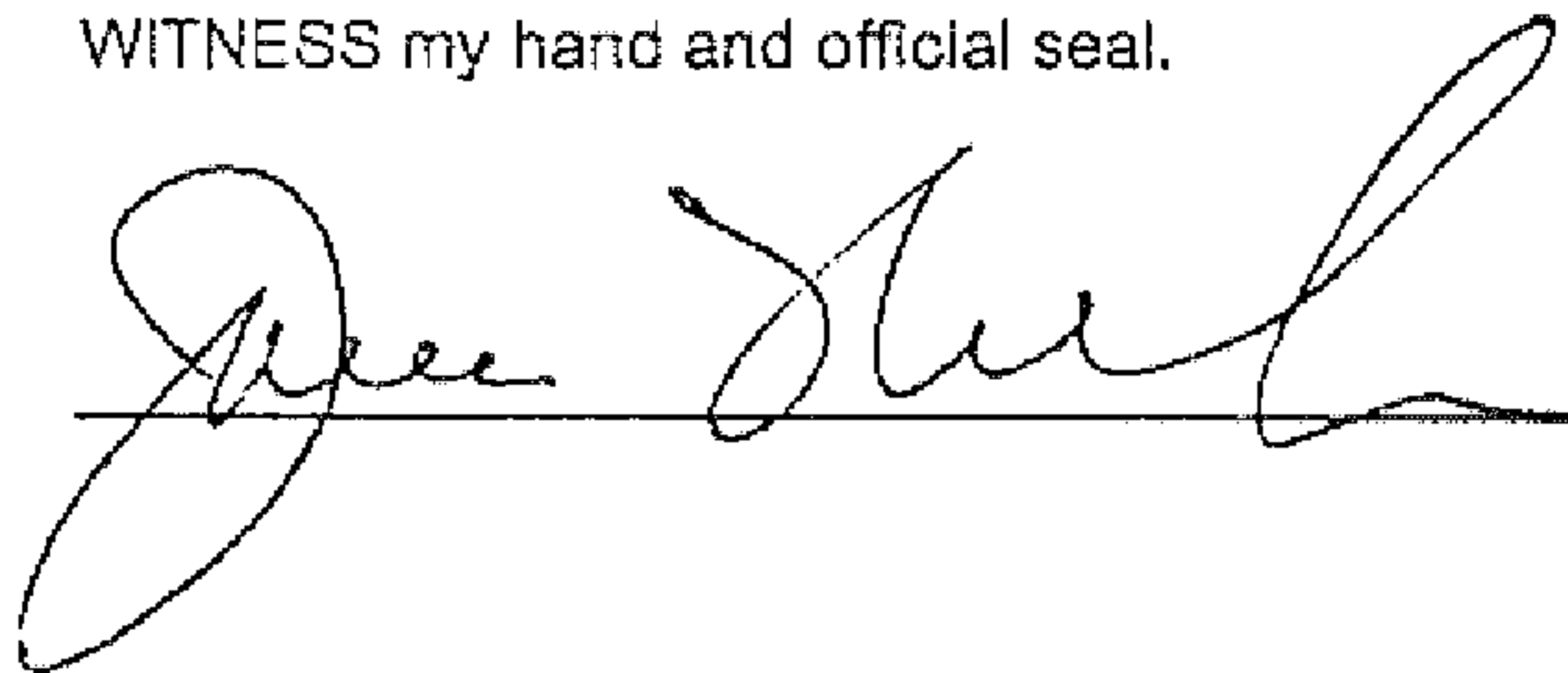

THOMAS P. GALLARDO
Trustor and Trustee

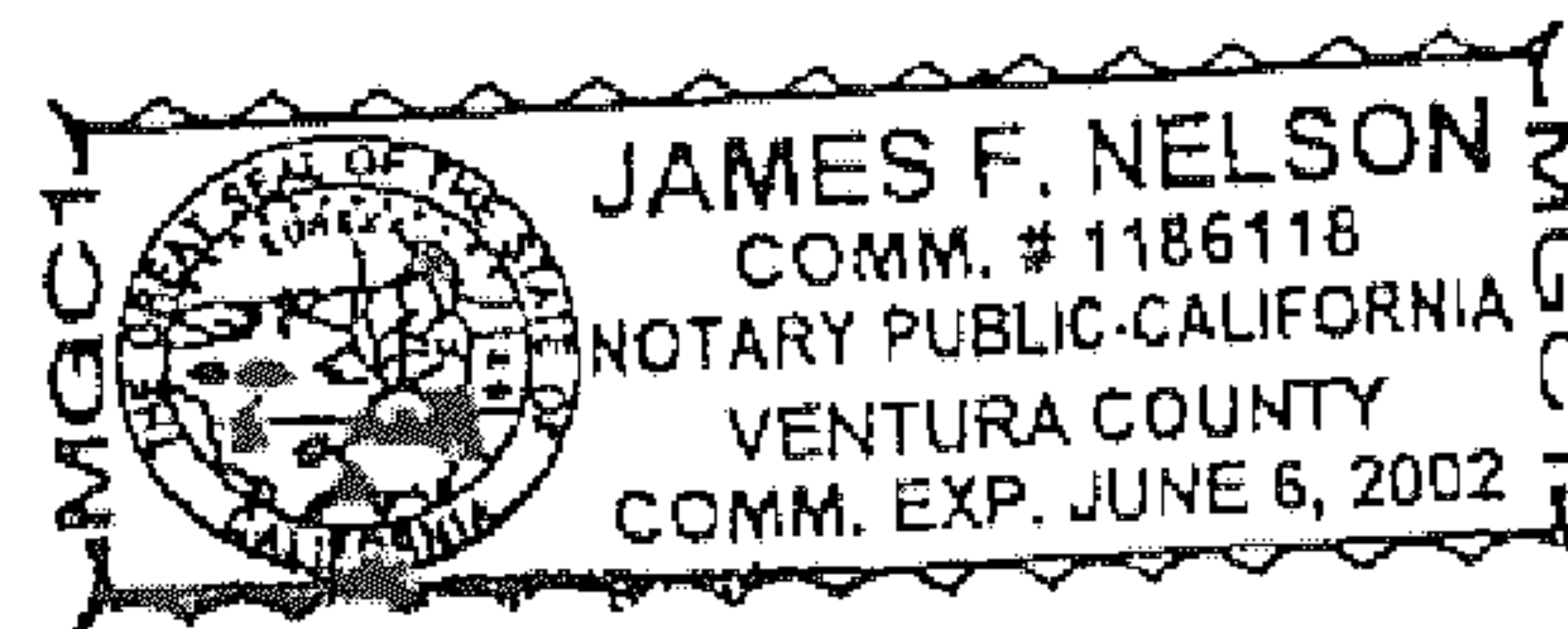

LOIS P. GALLARDO
Trustor and Trustee

State of California)
) ss.
County of Ventura)

On 11/27/01 2001, before me, James F. Nelson, a Notary Public, personally appeared THOMAS P. GALLARDO and LOIS P. GALLARDO personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ they executed the same in ~~his~~ ~~her~~ their authorized capacity(ies), and that by ~~his~~ ~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.





Gallardo a/b trust

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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/15/2019 11:18:05 AM
\$17.00 CATHY
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