

CERTIFICATION OF TRUST

Prepared by:

Law Offices of Connie Yi PC
323 Ray Street
Pleasanton, California 94566
San Francisco | Pleasanton | Cupertino | San Mateo
(925) 484-0888
www.ConnieYiLaw.com

and the first of the control of the

CERTIFICATION OF TRUST [California Probate Code Section 18100.5]

TO: ALL BANKS, SAVINGS AND LOAN ASSOCIATIONS, MUTUAL FUNDS BROKERS, TITLE INSURERS, TRANSFER AGENTS, AND OTHER PERSONS AND INSTITUTIONS

I. <u>Trust Name and Date.</u> The following trust (referred to herein as the "Trust") is the subject of this Certification of Trust:

Melamed Family Trust, dated March 15, 2019 (referred to herein as the "Trust Agreement")

The Trust currently exists and is in full force and effect.

II. Settlors and Trustee. The settlors (referred to herein as the "Settlors") of the Trust are:

Boris Melamed and Lyudmila Modylevskaya

The Trust is currently being managed by the following co-trustees (referred to herein as the "Trustee"):

Boris Melamed and Lyudmila Modylevskaya

- III. <u>Powers of Trustee</u>. The Trustee of the Trust is authorized to acquire, sell, convey, encumber, lease, borrow, manage, and otherwise deal with interests in real and personal property in the name of the Trust. The trustee has all of the powers given to trustees under California law (see Probate Code section 16200 and following) plus any other powers given by the Trust.
- IV. Revocability. While both of the Settlors are living, the Settlors acting jointly may by acknowledged instrument alter, amend, revoke or terminate the Trust on thirty days' notice to the Trustee (unless waived). The Trust has not terminated or been revoked, modified, or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect, and there have been no amendments limiting the powers of the Trustee over the property of the Trust.
- V. <u>Authority of Multiple Trustees.</u> When multiple trustees are serving as co-trustees, all such co-trustees must act jointly and together. Each Trustee shall have the authority to act alone and independently of the other Trustees then serving for routine trust administration transactions, including but not limited to open bank accounts, issue routine checks, deposit or withdraw funds from financial institutions, or close bank accounts. Further, each Settlor Trustee shall have the power to act solely for the Settlor's sole and separate properties.
- VI. <u>Trust Identification Number.</u> United States Treasury Regulations Section 1.671-4, 1.6012-3(a)(9), and 301.6109-1(a)(2) provide that either Settlor's Social Security Number may be used in lieu of a separate taxpayer identification number for the trust. The Taxpayer Identification Number of this trust is the Social Security Number of Boris Melamed, ###-##-0451, or Lyudmila Modylevskaya, ###-##-0457.

MELAMED FAMILY TRUST

THIS TRUST AGREEMENT is entered into on March 15, 2019, between BORIS MELAMED (the "Husband") and LYUDMILA MODYLEVSKAYA (also known as LIOUDMILA MODYLEVSKAIA (the "Wife"), of Alameda County, California, as settlors (the "Settlors") and as initial co-trustees (hereinafter referred to jointly as the "Trustee").

WITNESSETH:

The Settlors desire to create a trust to be held, administered and distributed in accordance with the provisions of this Trust Agreement. Accordingly, the Settlors have transferred to the Trustee, and the Trustee acknowledges receipt from the Settlors of properties listed on the attached Schedule "A." These properties, together with any other property which may hereafter be conveyed to the Trustee subject to the trust hereby created, shall be held, administered and distributed by the Trustee, upon the trust and for the purposes and uses herein set forth. The trust initially created by this Trust Agreement shall be known as the "MELAMED FAMILY TRUST."

Article I. <u>Identification</u>

The Settlors have two adult daughters, NATALIE MELAMED and GALINA MELAMED. All references in this Trust Agreement to the "Settlors' daughters" are to them.

Article II. Revocable Trust

A. <u>Distributions.</u> The Trustee shall hold, manage, sell, exchange, invest and reinvest the trust property, collect all income and, after deducting such expenses as are properly payable, shall accumulate and distribute the income and principal as herein provided. The Trustee shall distribute the income and principal of the trust to the Settlors in such amounts as the Settlors may direct. All undistributed trust income shall be accumulated and invested. Following the death of the first Settlor to die (the "deceased Settlor"), all of the income of this trust shall be distributed to the other Settlor (the "surviving Settlor") at least annually, and the principal of the trust shall be distributed to the surviving Settlor in such amounts as the surviving Settlor may direct. Prior to the death of the deceased Settlor, if either Settlor becomes incapacitated, the Trustee shall distribute such amounts of the income and principal of the trust for the comfort, health, support,

- VII. <u>Attached Trust Pages.</u> The attached pages are photocopies of parts of the Trust (designating the Trustees and Successor Trustees, depicting the Settlor's signatures, and acknowledging the signatures) and are true and correct copies of the original, including all amendments thereto
 - VIII. Manner In Which Title Should Be Taken. The full legal name of the Trust for purposes of transferring assets into the Trust, holding title of assets, and conducting business for and on behalf of the Trust, is:

"Boris Melamed and Lyudmila Modylevskaya, as Co-Trustees of the Melamed Family Trust, dated March 15, 2019"

- IX. <u>Personal Nature of Trust.</u> The Trust provisions are not attached to this Certification of Trust because they are of a personal nature and set forth the distribution of Trust property. They do not modify the powers of the Trustee. The signatory of this Certification of Trust is currently the acting Trustee of the Trust and declares that the foregoing statements are true and correct, under penalty of perjury.
- X. <u>Validity of Copies of This Certification of Trust.</u> A copy of this Certification of Trust shall be just as valid as the original.
- XI. Signed by all Trustees. This Certification of Trust is being signed by all of the currently acting trustees of the Trust.

IN WITNESS WHEREOF, the Settlors and the Co-Trustees have hereunto set their hands as of the date of the notary's acknowledgment below.

Boris Melamed

Settlor and Co-Trustee

Lyudmila Modylevskaya Settlor and Co-Trustee

[Notary Acknowledgement on the Next Page]

20210924000467370 09/24/2021 02:51:32 PM TRUST 5/8

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.

STATE OF CALIFORNIA §

COUNTY OF ALAMEDA §

On March 15, 2019, before me, Connie J. Yi, a Notary Public, personally appeared BORIS MELAMED and LYUDMILA MODYLEVSKAYA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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 ha	nd and official seal.	COMM. #2256279		
		Notary Public · California Alameda County		
		My Comm. Expires Sep. 26, 20)22	
Signature		(Capl)		

Article III. Trustee Nominations

- A. <u>Successor Trustee.</u> If BORIS MELAMED and LYUDMILA MODYLEVSKAYA both die, resign, become incapacitated, or otherwise cease to serve as Trustee of a trust created under this Trust Agreement, then the Settlors' daughters, NATALIE MELAMED and GALINA MELAMED, shall become Co-Trustees of such trust. If NATALIE MELAMED and GALINA MELAMED both die, resign, become incapacitated, or otherwise cease to serve as Trustee of a trust created under this Trust Agreement, then the Settlors' son-in-law, ALEXANDER SHOYKHET shall become Trustee of such trust.
- B. Powers Over Trusteeship by Settlors. While both Settlors are living, the Settlors (acting jointly) may at any time or from time to time remove the Trustee of the trust created under Article II, with or without cause, and shall contemporaneously nominate a replacement Trustee or Co-Trustees if no Trustee is serving following such removal. Furthermore, while both Settlors are living, the Settlors (acting jointly) may prospectively designate a successor individual or corporate Trustee, or a series of successor individual or corporate Trustees or Co-Trustees, to serve in the event the then-serving Trustee of the trust created under Article II dies, resigns, becomes incapacitated, or otherwise ceases to serve, and such designation shall take precedence over any successor Trustees named by the Settlors in this Trust Agreement.
- Settlors, the surviving Settlor may at any time or from time to time remove the Trustee of the trust created under Article II, with or without cause, and shall contemporaneously nominate a replacement Trustee or Co-Trustees if no Trustee is serving following such removal. Furthermore, after the death of one of the Settlors, the surviving Settlor may prospectively designate a successor individual or corporate Trustee, or a series of successor individual or corporate Trustees or Co-Trustees, to serve in the event the then-serving Trustee of the trust created under Article II dies, resigns, becomes incapacitated, or otherwise ceases to serve, and such designation shall take precedence over any successor Trustees named by the Settlors in this Trust Agreement or designated prospectively by the Settlors.
- D. Trustee Resignation or Vacancy. Any Trustee may resign by giving notice to the Settlors. While both of the Settlors are living, if the trusteeship of the trust created by Article II should become vacant for any reason, the power to nominate a successor shall be exercisable by the Settlors (acting jointly) for a period of 60 days; provided, however, if both Settlors fail to nominate a successor within such 60 day period, and if no successor Trustee has been nominated pursuant to the terms of any other Section of this Article, the power to nominate a successor shall be exercisable by the Settlors' daughters (acting jointly, or by the survivor acting alone) for an

20210924000467370 09/24/2021 02:51:32 PM TRUST 7/8

shall mean persons who survive the Settlors.

Article VII. No Contest Clause

If any beneficiary of a trust created hereunder without probable cause (as defined in Section 21311(b) of the California Probate Code) files a direct contest (as defined in Section 21310 of the California Probate Code) alleging the invalidity of this Trust Agreement or a protected instrument (as defined in Section 21310(e)(2) of the California Probate Code), then all benefits provided for such beneficiary are revoked and shall pass as if that contesting beneficiary had failed to survive the Settlors. The provisions of this Article shall also be enforced against a beneficiary who, without probable cause, challenges the transfer of property hereunder on the grounds that one or both of the Settlors did not own such property at the time of the transfer. Further, the provisions of this Article shall be enforced against a beneficiary who, without probable cause, files a creditor's claim against the estate of a Settlor or a trust created hereunder (including a claim against the Trustee hereunder) or otherwise prosecutes an action based upon such a claim. Each benefit conferred herein is made on the condition precedent that the beneficiary receiving such benefit shall accept and agree to all of the provisions of this Trust Agreement or any trust created hereunder, and the provisions of this Article are an essential part of each and every benefit. The Trustee shall be reimbursed for the reasonable costs and expenses, including attorneys' fees, incurred in connection with the defense of any such contest.

IN WITNESS WHEREOF, the Settlors and the Co-Trustees have hereunto set their hands as of the date first above written.

BORIS MELAMED

Settlor and Co-Trustee

LYUDMILA MODYLEVSKAYA

Settlor and Co-Trustee

[Notary Acknowledgment On The Next Page]

20210924000467370 09/24/2021 02:51:32 PM TRUST 8/8

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.

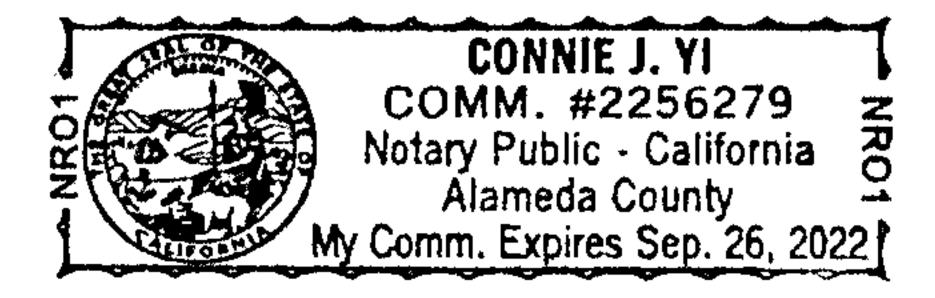
STATE OF CALIFORNIA
COUNTY OF ALAMEDA

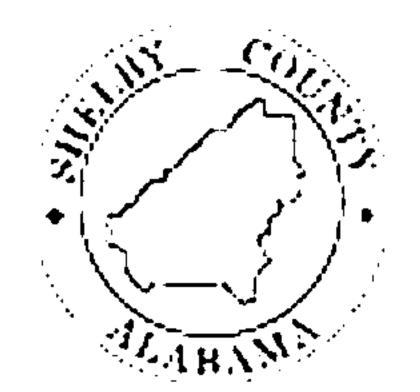
On March 15, 2019, before me, Connie J. Yi, a Notary Public, personally appeared BORIS MELAMED and LYUDMILA MODYLEVSKAYA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed 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: ____ (Seal)





Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/24/2021 02:51:32 PM
\$15.00 JOANN
20210924000467370

alli 5. Beyl