

Recording Requested by and
When Recorded Mail to:

Mr. and Mrs. LAUSON L. FARGHER
2435 Ric Drive
Gilroy, California 95020

CERTIFICATION OF TRUST

We, LAUSON L. FARGHER and TAMMY L. FARGHER, hereby declare under penalty of perjury under the laws of the State of California and certify that:

1. On April 25, 2002, the undersigned, as Settlers and Trustees, signed a Declaration of Trust known as THE FARGHER FAMILY 2002 TRUST ("the Trust"). The trust was amended and restated on June 18, 2018, and remains in full force and effect.
2. This Certificate is a true and correct representation of the terms of the trust instrument.
3. The presently acting Trustees of the Trust are LAUSON L. FARGHER and TAMMY L. FARGHER.
4. The Trust is not of record in any court of law and has not been recorded in the real property records of any county.
5. The Trust has not been revoked, modified, or amended in any manner which would cause the representations contained herein to be incorrect.
6. LAUSON L. FARGHER and TAMMY L. FARGHER have reserved the sole right and authority to amend and revoke the Trust as long as both LAUSON L. FARGHER and TAMMY L. FARGHER are alive.
7. LAUSON L. FARGHER and TAMMY L. FARGHER are the sole current beneficiaries of the Trust.
8. Title to assets of the Trust should be taken in substantially the following form:

"LAUSON L. FARGHER and TAMMY L. FARGHER, as Trustees of THE FARGHER FAMILY 2002 TRUST, As Amended."
9. United States Treasury Regulations Sections 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.
10. Article TENTH provides in pertinent part as follows:

B. Designation of Successor Trustee

If at any time either of the original Trustees named shall for any reason fail to qualify or cease to act as Trustee, then the other shall serve as the sole Trustee. If at any time both of them shall fail to qualify or cease to act as Trustee, and in any event upon the death of the Surviving Spouse, then DANIELLE FARGHER SHAW, of Gilroy, California, MICHAEL L. FARGHER, of San Clemente, California, and TIFFANY L. FARGHER, of Gilroy, California,

shall serve as successor Co-Trustees; and in the event any of said persons fails to qualify or ceases to act as Co-Trustee, then the remaining persons shall act as successor Co-Trustees. In the event there is only one of the above-mentioned persons then remaining, then that person shall act as sole successor Trustee.

11. Schedule "C" of said trust provides in pertinent part as follows:

To carry out the purposes of any trust created herein, the Trustee shall have the following powers with respect to the Trust Estate and any part of it, in addition to those powers now or hereafter conferred by law:

1. Employ Investment Counsel. To retain professional investment counsel of the Trustee's choice regarding investments held by these trusts. The Trustee shall not be held liable or otherwise surcharged for any losses attributable to investments made on the advice of independent counsel.

2. Employment of Agents. The Trustee may employ any custodian, attorney, accountant, corporate fiduciary, or any other agent or agents to assist the trustee in the administration of this Trust and may rely on the advice given by these agents. Reasonable compensation for all services performed by any agent shall be paid from the Trust Estate from either income or principal as the Trustee in the Trustee's discretion determines and shall not decrease the compensation to which the Trustee is entitled.

3. Invest. The Trustee may invest in any kind of property (real, personal, or mixed) or any kind of investment (specifically including, but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts, investment companies, and mutual funds including any common trust funds administered by the Trustee; life insurance policies; notes, real estate, bonds, debentures, mortgages, deeds of trust, mortgage participations, market funds, and index funds appropriate under the then-prevailing circumstances) or engage in any course of action or investment strategy consistent with the standards of the Uniform Prudent Investor Act (UPIA), as amended.

4. Manage Securities. With respect to securities held in trust, to have all the rights, powers, and privileges of an owner, including, but not by way of limitation, the power to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, and enter into shareholders' agreements, including but not limited to, buy-sell agreements and close corporation and S corporation shareholders' agreements; consent to foreclosures, reorganizations, consolidations, mergers, and liquidations; and to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee considers advisable; and to exercise or sell stock subscription or conversion rights.

5. Deal With Property. To acquire or dispose of trust property (for cash or credit), at public or private sale or by exchange; convey, manage, control, divide, develop, improve, partition, change the character of, subdivide, alter, repair trust property, grant options on, and make contracts concerning real or personal property.

6. Lease. To lease trust property for terms within or beyond the term of the Trust and for any purpose, including exploration for and removal of gas, oil, minerals, and geothermal energy; and to enter into community oil leases, pooling, and unitization agreements.

7. Retain Property. Unless otherwise provided in this Agreement, the Trustee may collect, hold, and retain trust property until, in the judgment of the Trustee, disposition of the property should be made. The property may be retained even though it includes property in which the Trustee is personally interested.

8. Accept Property. To accept and add property acceptable to the Trustee to this Trust, which property may be directed to the Trust by any person, by Will, Codicil or other Trust, by the proceeds of any life insurance, or otherwise.
9. Abandon Property. To abandon any property, real or personal, which the Trustee considers not worthy of retention and maintenance.
10. Borrow. The Trustee may, in the Trustee's discretion, borrow money and encumber trust property by mortgage, deed of trust, pledge, or otherwise, for the debts of the Trust, the joint debts of the Trust and a co-owner of the property in which the Trust has an interest, or a Settlor's debts or to guarantee a Settlor's debts, provided, however, that if a Surviving Spouse is the Trustee, assets of the Exemption Trust shall not be used to guarantee the debts of the Surviving Spouse.
11. Lend. To lend money to any person, including the probate estate of either Settlor, provided any such loan shall be adequately secured and shall bear a reasonable rate of interest. The limitation in this paragraph shall not apply to any loan made by a Settlor with respect to any asset which is in a trust over which that Settlor has the power of revocation.
12. Indebtedness. With respect to any indebtedness owed to the Trust, secured or unsecured, to continue the same upon and after maturity, upon such terms as the Trustee deems advisable; and to foreclose any security for such indebtedness, in the Trustee's discretion.
13. Sign Documents. To sign, acknowledge and deliver contracts of sale, escrow instructions, deeds, leases including leases for mineral and hydrocarbon substances and assignments of leases, covenants, agreements and assignments of agreements, deeds of trust and assignments of deeds of trust, mortgages and assignments of mortgages, conveyances in trust to secure indebtedness or other obligations, and assign the beneficial interest thereunder, subordinations of liens or encumbrances, bills, bonds, notes, receipts, evidences of debt, releases and satisfactions of mortgages, request to reconvey deeds of trust, partial or full, judgments, and other debts, and other instruments in writing of whatever kind and nature, all upon such terms and conditions and under such covenants as the Trustee shall approve.
14. Enter Contracts. To enter into contracts which are reasonably incident to the administration of the Trust; to carry out the terms of any valid agreement which either Settlor may have entered into during said Settlor's lifetime concerning property owned by the Trust.
15. Deposit. To deposit cash in a bank or banks, savings and loan associations, thrift institutions, credit unions, or other financial institutions, in the name of the trust, or in the name of a nominee of the Trustee, with indication of fiduciary capacity.
16. Nominee's Name. To hold stocks or other securities in the Trustee's name as Trustee of this Trust, in a nominee's name, or in the name of the broker who handled the asset purchase (what is commonly called "street name"). The Trustee may also, in the Trustee's discretion, hold unregistered securities in "bearer" form, which enables ownership of the shares to pass by delivery.
17. Business Interests. The Trustee may, in the Trustee's discretion, do all things that the Trustee considers advisable in connection with any business or investment activity, including, but not limited to, the following:

- a. Form, create, incorporate, convert from one type to another type of entity, continue to hold and operate, merge, liquidate, sell, dispose, dissolve and/or terminate any business or enterprise on such terms and for such a time as the Trustee, in the Trustee's discretion, deems advisable including but not limited to corporate, general partnership, limited partnership, limited liability company, and/or sole proprietorship (including within or outside the state of California or the United States);
- b. Lend or contribute other trust funds or trust assets to the business or investment activity;
- c. Serve as an officer, director or manager of any business or investment entity;
- d. Consent to the retention of all or any portion of the distributable share of net income of the business or investment activity to meet the business's reasonable needs;
- e. Rely on the written statement of the managing partner or other chief executive of the business or investment activity, setting forth the reasons for withholding distributable net income;
- f. Without independent investigation, accept as correct and rely on financial or other statements rendered by an accountant, an officer, manager, or a principal of the business, for any business or investment activity or any interest in it;
- g. For accounting and reporting purposes, regard the business or investment activity as an entity separate from the trust and account for money and property received from and paid to the business or investment activity;
- h. Acquire and hold shares in any corporation, vote in person or by proxy the shares of any corporation, be a member of any limited liability company and to take those actions allowed of members, and to be a partner or limited partner of any general or limited partnership and to take those actions allowed of general or limited partners;
- i. Participate in voting trusts and pooling agreements and deposit any shares with and transfer title to any committee, assignee, or Trustee under terms that the trustee considers advisable;
- j. Participate in reorganizations, consolidations, and mergers concerning any corporation, partnership or limited liability company or other business entity; exchange shares or securities for other shares or securities or other assets; liquidate or join in the liquidation of any corporation; and retain and operate (alone or in conjunction with any others) any interest in any business so received;
- k. Enter into any general or limited partnership agreement or operating agreement, become and/or remain a partner (limited or general) or member under the agreement, and convert any partnership interest

from a limited or a general partnership or vice versa or to a limited liability company or corporation or vice versa;

- I. Carry out all the terms and conditions of any partnership agreement, operating agreement and/or subscription agreement.

The Trustee may exercise these powers even though the Trustee may also own shares or securities in the corporation for an account held in another fiduciary capacity or for the Trustee's own account, or the Trustee is also a partner of the partnership for the Trustee's own account or another fiduciary account, or the Trustee is also a member of the limited liability company for the Trustee's own account or another fiduciary account.

With reference to the powers and discretion granted the Trustee herein, the following shall apply:

- a. The Trustee shall perform all acts and employ all personnel that the Trustee may, in the Trustee's discretion, considers necessary or desirable for the management and operation of any business interest held in the Trust Estate, without liability for any loss resulting from the acts or omissions of any of the employees, provided that the act or omission is not that of the Trustee acting in the capacity of an employee, that the Trustee uses reasonable care in selecting and supervising the employees and that the Trustee did not fail to mitigate the loss or correct the negligence after having notice of it. The Trustee shall pay the employees from the Trust Estate compensation that the Trustee considers to be reasonable.
- b. The Trustee shall incur no liability for misconduct, mismanagement, or negligence on the part of any employee of a business, any employee or partner of a partnership, or any employee, officer, manager, or director of a corporation in which trust funds are invested. The Trustee shall be held harmless against and be indemnified out of the Trust Estate for any claims, liability, losses, or damages chargeable against the Trustee arising out of or connected with the Trustee's possession, management, or ownership as trustee of any interest in a business, provided that the Trustee shall not be indemnified for his, her, or its own acts or omissions while acting in the capacity of an employee, officer, manager, or director, that the Trustee has used reasonable care in selecting and supervising the employees, officers, managers or directors, and that the Trustee did not fail to mitigate the loss.

18. Litigation. To initiate or defend, at the expense of the Trust, any litigation that the Trustee considers advisable relating to the trust or any property of the Trust Estate. The Trustee's powers under this paragraph shall apply during the term of the Trust and after distribution of trust assets. The Trustee shall have no duties, however, regarding any litigation or claims occurring after distribution of trust assets, unless the Trustee is adequately indemnified by the distributees for any loss occasioned by exercise of the powers.

19. Claims. To compromise, submit to arbitration, abandon, or otherwise adjust any claims or litigation against or in favor of the Trust, as long as the Trustee determines, in the Trustee's discretion, that such action will be beneficial to the Trust. The Trustee's powers under this clause shall apply during the term of the Trust and after distribution of trust assets. The Trustee shall have no duties, however, regarding any claims or litigation

occurring after distribution of trust assets, unless the Trustee is adequately indemnified by the distributees for any loss occasioned by exercise of the powers.

20. Insurance. To carry, at the expense of the Trust, insurance of such kinds and in such amounts as the Trustee considers advisable to protect the Trust Estate against any hazard and the Trustee personally against liability with respect to third persons.

21. Acquire Life Insurance. To acquire and maintain insurance on the life of any beneficiary or other person in whom any of the beneficiaries have an insurable interest, naming as beneficiary of any such policy either the Trust itself or the beneficiary on whom or with respect to whom the policy was taken out; to convert or divide any policy that may be held with other trusts, Settlers or beneficiaries. The Trustee shall be under no duty or pay premiums or otherwise maintain life insurance not owned by the Trust or to keep informed or take action to keep such policies in force.

22. Collect Life Insurance. To collect the net proceeds of any insurance payable to the Trust. The Trustee shall have the power to take such action as it deems appropriate to enforce any claims of the Trust Estate under such policy, plan or contract and to compromise, arbitrate or otherwise settle such claims, all at the expense of the Trust Estate but with no obligation on the Trust to incur expenses or liabilities that cannot be paid from trust funds or for which the Trustee has no assurance of indemnification.

Payment to the Trustee by the insurance company of the proceeds of any insurance policy, including life insurance, disability insurance, hazard insurance, or otherwise, and receipt and release from the Trustee for such proceeds and/or policies shall be full discharge of the liability of such insurance company with respect to such proceeds, and no insurance company need inquire into or take notice of this Agreement or see to the application of such payments.

23. Environmental Inspections. The Trustee may, in the Trustee's discretion:

- a. Take any action to prevent, abate, clean up, or otherwise remedy any actual or threatened violation of any environmental law arising from the existence, condition, maintenance, or use of any property held in any trust created under this Trust Agreement. Action may be taken before or after the initiation of enforcement action by any governmental agency. The Trustee may, in the Trustee's discretion, charge the cost of any inspection, monitoring, reporting, preventive activity, abatement, cleanup, or other remedial action against trust income or principal.
- b. Settle or compromise any claim against the trust asserted by any government body or private party involving the violation of any environmental law alleged to result from the existence, condition, maintenance, or use of any trust property.
- c. Decline or accept any property in trust if the Trustee determines, in the Trustee's discretion, that the property's existence, condition, maintenance, or use (before or after its acceptance into the trust) does or could violate any environmental law, resulting in liability to the Trustee or detriment to the value of other trust assets. Acceptance of any property into the trust shall not create any inference regarding the existence of any liability under any environmental law affecting the property.

- d. Decline to serve as Trustee or resign as Trustee if the Trustee determines, in the Trustee's sole discretion, that there may be or is a conflict of interest between the Trustee in a fiduciary capacity and as an individual because of environmental claims or liabilities that could be asserted against the Trustee arising from the existence, condition, maintenance, or use of any trust property.

As used in this Trust, "environmental law" means any federal, state, or local law, regulation, rule, or ordinance relating to protection of the environment or human health.

The Trustee will not be liable to any beneficiary for any detriment to trust property values due to the Trustee's compliance with any environmental law.

- a. The Trustee shall be held harmless from any liability arising out of environmental conditions and the Trust shall indemnify the Trustee for any personal liability arising therefrom. The Trustee shall have the right to disclaim any power that may bring the trustee within the scope of owner or operator as defined under environmental laws.
- b. The Trustee shall have the right to settle an environmental claim against any trust property.

24. S Corporation Stock. If a trust established hereunder holds stock of a corporation that intends to elect or has elected to be taxed as an "S corporation," the Trustee shall have the power to divide a trust that has multiple beneficiaries into a separate trust for each beneficiary; to modify, if necessary, the income payment terms of any trust so that income is required to be paid to the beneficiary; and to modify other terms, but only to the extent necessary to qualify a trust as a Qualified Subchapter S Trust ("QSST") under section 1361(d) of the Code, as amended. The modification shall be made, if at all, by written Agreement delivered to the income beneficiaries of the trust, or if a beneficiary is a minor or is otherwise incapacitated, to the guardian, conservator, agent, trustee, parent, or other legal representative of the beneficiary.

25. Power to Probate Assets. The Trustee shall have the power to elect to probate any asset or assets of the Trust Estate which in the Trustee's discretion is deemed in the best interests of the Trust Estate.

26. Probate Estate. To sell trust property to, purchase assets from, loan money to, or borrow money from, the probate estate of a Settlor, any beneficiary, or the probate estate of any beneficiary hereunder, or any testamentary or inter vivos trust (whether revocable or irrevocable) in which a Settlor or any descendant of a Settlor has any beneficial interest, notwithstanding the fact that such beneficiary, personal representative of such probate estate, or the trustee of such trust is also the Trustee, or a co-trustee, or any trust established hereunder; and provided further, that any such loans shall be adequately secured and shall bear a reasonable rate of interest.

27. Allocations Between Principal and Income. Allocations between principal and income shall be determined as follows:

- a. Subject to paragraph b of this clause and to any contrary provision in this Trust, from and after the Deceased Spouse's death, the California Uniform Principal and Income Act (UPAIA) shall govern beneficiaries' rights among themselves in matters concerning principal and income. If the UPAIA contains no provision concerning a particular item, the

Trustee shall determine what is principal or income and apportion and allocate, in the Trustee's discretion, receipts and expenses between these accounts. Income accrued or unpaid on trust property when received into any trust shall be treated as any other income.

- b. All of the powers in this paragraph are subject to the Trustee's duties to treat equitably both the income beneficiaries and remainder beneficiaries of any trust. In this connection, the Trustee shall observe the following:
 - i. A reasonable reserve for depreciation of all income producing depreciable real property, capital improvements, and extraordinary repairs to the property (e.g., new roof, new plumbing system) shall be charged to income.
 - ii. A reasonable reserve for depletion of all depletable natural resources, including oil, gas, mineral, and timber property, shall be charged to income.
 - iii. A reasonable reserve for amortization of all intangible property having a limited economic life, including patents and copyrights, shall be charged to income.
 - iv. All distributions by mutual funds and similar entities of gains from the sale or other disposition of property shall be credited to principal.
 - v. All premiums paid and all discounts received in connection with the purchase of any bond or other obligation shall be amortized by making an appropriate charge or credit to income as the case may be.
 - vi. All items of income in respect of a decedent shall constitute principal.

28. Adjust for Tax Consequences. To take any action and to make any election, in the Trustee's discretion, to minimize the tax liabilities of (a) any trust created by this Agreement and (b) the trust's beneficiaries. The Trustee shall have the power to make adjustments between the income and principal accounts, to compensate for the consequences of any tax election or investment or administrative decision that has directly or indirectly benefited one beneficiary or group of beneficiaries over others.

29. Power to Purchase Bonds at Premium or Discount. To purchase bonds and to pay any premiums, or discount, connected with the purchase that the Trustee in the Trustee's discretion considers advisable.

30. Fiduciary Responsibility: The powers of the Trustee provided in this Agreement shall be exercisable by the Trustee in the Trustee's fiduciary capacity and only in such capacities; and notwithstanding any of the provisions contained in this Trust Agreement which might otherwise be construed to the contrary, the Trustee shall have no power under any provision to enlarge or shift any of the beneficial interest under any trust created by this Agreement except as an incidental consequence of the discharge of the Trustee's fiduciary duties.

31. Disclaimer. The Trustee may, in the Trustee's discretion, disclaim, release, or restrict the scope of any administrative power held in connection with any trust created under this instrument, whether the power is expressly granted in this instrument or implied by law, in a written instrument specifying the power to be disclaimed or restricted and the nature of the restriction. Any power disclaimed shall be extinguished unless the Trustee, in the Trustee's discretion, appoints an independent special trustee to exercise the disclaimed or released power. In deciding whether to exercise the discretion to disclaim, release, or restrict a power described in this clause, the Trustee shall consider the best interests of all the beneficiaries as a whole.

32. Power to Invest Options and Margin Accounts: So long as the Settlers are both living and they, or either of them, are acting as Co-Trustees or as a sole Trustee of this trust, the Trustee(s) may conduct transactions in listed and OTC options and/or other securities, including:

- a. Dealing and selling on margin;
- b. Writing covered options and/or securities on securities held long in trust accounts;
- c. Writing naked options; and
- d. Dealing in option spreads.

Trustee(s) may also buy long options which can result in:

- a. Options expiring worthless;
- b. Exercising the option;
- c. Selling the option before expiration.

33. Revolving Credit Lines: So long as the Settlers are both living and they, or either of them, are acting as Co-Trustees or as a sole Trustee of this trust, the following powers are hereby given to the Trustee(s) namely:

- a. The Trustee is specifically authorized to borrow money on a revolving line of credit secured by trust assets, including trust real estate; and
- b. The Trustee is specifically authorized to borrow money and to encumber trust property by mortgage, deed of trust, pledge or otherwise in order to secure a loan or loans to or for the benefit of the trust for any trust purpose, or to secure a loan to either or both Settlers in their individual capacities for a purpose not connected with the Trust.

12. Paragraph ELEVENTH-O of said trust provides in pertinent part as follows:

So long as LAUSON L. FARGHER and TAMMY L. FARGHER are living, either of them, acting alone, may exercise all of the powers granted herein to the Trustee. Upon the death of either of them, the survivor shall have all of said powers.

13. This Certificate is intended to serve as a "Certification of Trust" under California Probate Code section 18100.5, as amended. Its purpose is to certify the existence of the Trust, the identity and powers of the Trustees, the manner of taking title to assets, and to

summarize some of the more important provisions of the Trust so that the Trustees can deal with third parties, such as financial institutions, stock transfer agents, brokerage houses, title companies, insurance companies, and others, without disclosing the entire Trust, which is a private and confidential document.

14. All third parties dealing with the Trustee may rely on this Certificate as a true statement of the provisions of the Trust described herein as of the date this Certificate is presented to such third party (regardless of the date of execution of this Certificate), unless third party has actual knowledge that the representations contained herein are incorrect. The Trustee is expressly authorized to sue a third party who fails to rely on this Certificate and demand damages, including punitive damages, on Settlor's behalf for such non-reliance.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at San Jose, California on 6.18.18.

Lauson L. Fargher
LAUSON L. FARGHER

Tammy L. Fargher
TAMMY L. FARGHER

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.

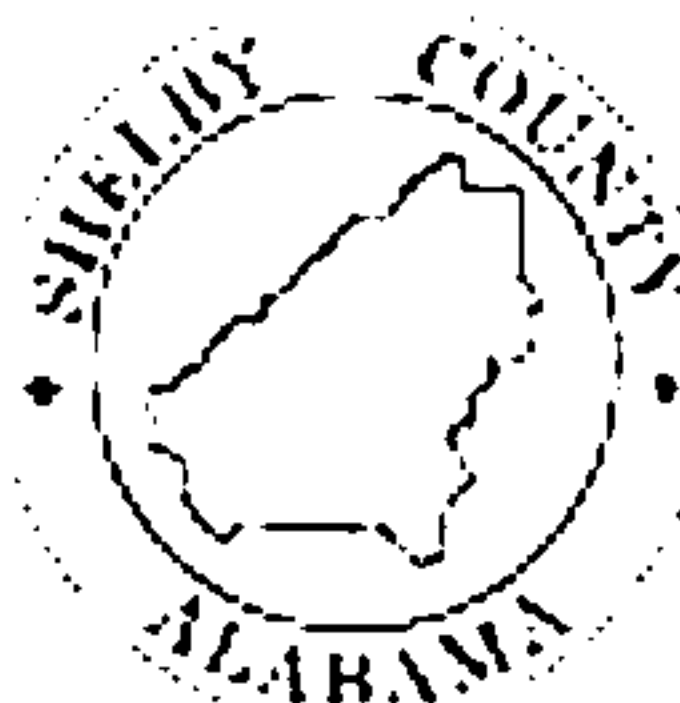
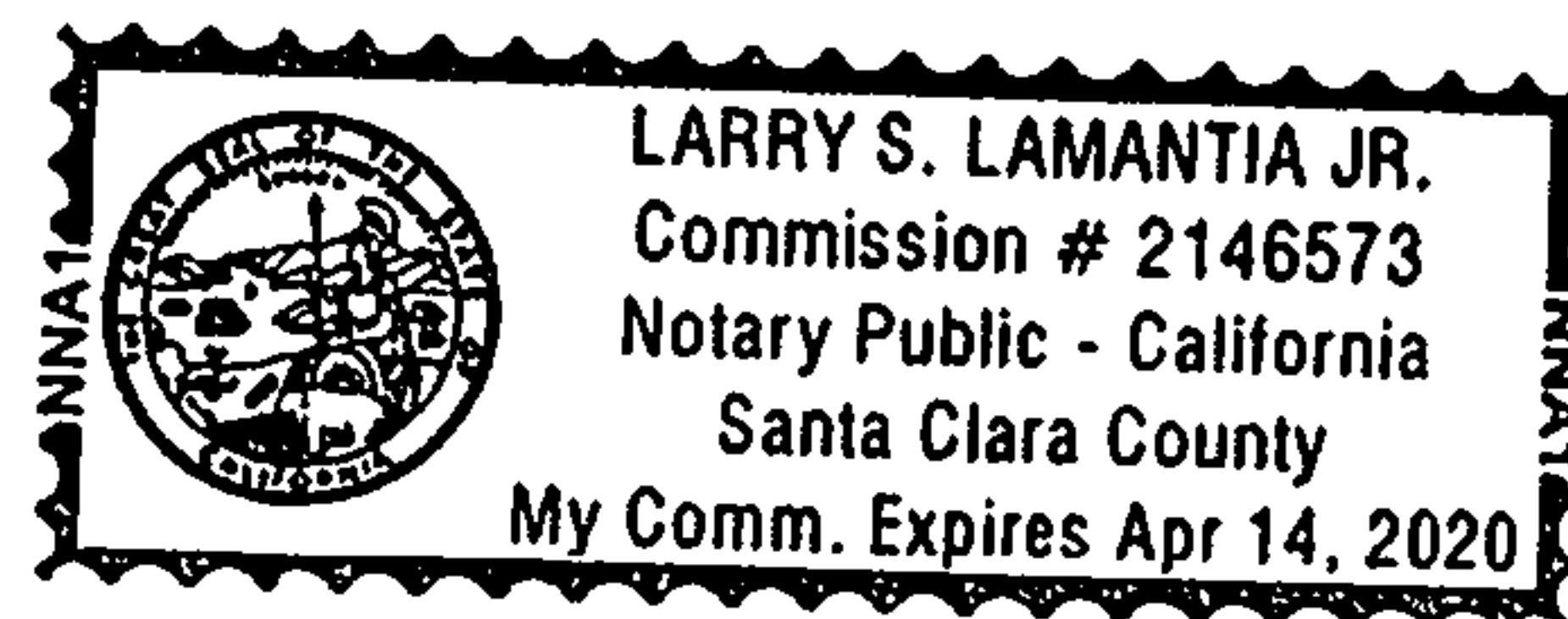
STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) SS.

On 6/18/18, before me, Larry S. LaMantia, Jr., a Notary Public, personally appeared LAUSON L. FARGHER and TAMMY L. FARGHER, 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: [Signature]



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Official Public Records
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Clerk
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Allen S. Beal