

Recording requested by:

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TRUST 1/9

Gary B. Ross, Esq.
Gary B. Ross, A Law Corporation
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Aliso Viejo, CA 92656

When recorded, please mail to:

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Gary B. Ross, A Law Corporation
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Aliso Viejo, CA 92656

STATEMENT OF TRUST

KENNETH LEE. ROBERTS, ROCHELLE ROBERTS and TODD HOWARD declare that they are the CoTrustees (herein "Trustees"), of a revocable inter vivos trust of which KENNETH LEE ROBERTS and ROCHELLE ROBERTS are also the Co-Trustors (herein "Trustors"). Trustors are the sole beneficiaries during their joint lifetimes. The name of the Trust is the "ROBERTS FAMILY TRUST DATED MAY 23, 2005". The Trust Agreement provides for Successor Trustees in the event of the death, incapacity or resignation of any of the above named Co-Trustees.

The Co-Trustees are vested with the following powers, which powers can be exercised by any one or more of the Co-Trustees alone, without the knowledge or consent of the other Co-Trustees, in addition to those powers now or hereafter conferred by law, affecting the Trust and the Trust Estate:

1. **Retain Property.** To retain any property or business interest transferred, devised or bequeathed to the Trustee, or any undivided interest therein, regardless of any lack of diversification, risk, or non-productivity and regardless of whether or not such property be of a character authorized by the laws of the State of California for investment of trust funds and to continue the operation of any such business interest at the risk of the Trust Estate as long as the Trustee deems advisable.

2. **Powers Concerning Business.** With respect to any business interest that may become a part of the Trust, whether organized as a sole proprietorship, partnership, or corporation, and upon such terms, for such time, and in such manner as the Trustee may deem advisable, notwithstanding the fact that a Trustee may also own an interest for his own account in any such business:

- (a) To incorporate such business and hold the stock as an asset of the Trust;
- (b) To serve as an officer, director, or employee of the business;
- (c) To authorize mergers, reorganizations, consolidations, exchanges of stock and any other form of recognized business transactions involving ownership change;
- (d) To employ such officers, managers, employees, or agents (including any beneficiary hereunder) as the Trustee deems advisable in the management of such business, including electing or employing directors, officers, or employees of the Trustee to take part in the management of such business as directors or officers or otherwise, and to pay any such person reasonable compensation for his services without regard to the fees payable to the Trustee;

(e) To invest additional sums from the Trust in any such business;

(f) If the business shall be unincorporated, contractual and tort liabilities arising out of the business shall be satisfied, first, out of the business and, second, out of the Trust, but it is intended that in no event shall there be a liability of the Trustee, and if the Trustee shall be held liable, the Trustee shall be entitled to indemnification from the business in the order named.

3. Partnership. The Trustee may enter into any general or limited partnership agreement, become and remain a general or limited partner under it, and carry out all the terms and conditions of any partnership agreement, notwithstanding the fact that the Trustee may also be a partner of the partnership for the Trustee's own account.

4. Investments. To invest and reinvest the Trust Estate in any property or undivided interest therein, wherever located, including bonds, notes, (whether secured or unsecured), contracts of life insurance, stocks of corporations, interests in general or limited partnerships, real estate or any interest therein and interests in trusts, including but not limited to interests in any common trust fund or funds now or hereafter established and being administered by a corporate Trustee of this Trust solely for the investment of trust funds.

5. General Powers Regarding Real Estate. To subdivide, raze, alter, dedicate, vacate, re-subdivide, donate, partition or release real estate and any or all improvements thereon; to renew or extend leases, amend, change or modify leases, contract to make leases, grant options to lease, options to renew leases, options to purchase the whole or part of the reversion, contract regarding the manner of fixing the amounts of present or future rentals, and grant easements or charges of any kind, on or with respect to such real estate, or any right, title or interest therein, all for such considerations and on such terms and conditions as the Trustee shall decide; and to make alterations to any buildings located on any trust property or demolish the same and construct new buildings, all in the manner and upon the terms and conditions that the Trustee shall deem advisable and to enter into contracts with respect to the foregoing.

6. Employment of Real Estate Brokers. The Trustee may (a) employ real estate agents and brokers to facilitate the sale or leasing of any property of the Trust; (b) list property for sale or lease on such terms and conditions as the Trustee may determine; (c) grant an exclusive right to sell or lease; and (d) agree to and pay such compensation and commissions to agents and brokers as the Trustee, in the Trustee's discretion, shall determine.

7. Authorizing Trustee to Foreclose and to Bid on Property. The Trustee is empowered to bid for and purchase any real or personal property in which the Trustee may have an interest as lienholder or otherwise, and which is sold at foreclosure sale or a trustee's or pledgee's sale, under any mortgage or deed of trust, or pledge then in default, and the property may be accepted in partial or full satisfaction of the encumbrances against the property.

8. Manage Securities. To have all the rights, powers, and privileges of an owner with respect to securities held in trust, including, but not limited to the power to vote and give proxies and pay assessments or other charges, to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations and in connection therewith to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable, and do all other acts which men of prudence, discretion and intelligence would do or take for their own account.

9. Sell, Exchange and Repair. To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair trust property and to margin, option, and deal with and in commodities, futures and all similar securities, as the Trustee shall deem advisable, from time to time.

10. Lease. To lease Trust property for terms within or beyond the terms of the

11. **Borrow.** To borrow money, and to encumber or hypothecate trust property by mortgage, deed of trust, pledge, or otherwise for the debts of the Trust or the joint debts of the Trust and others as coowners of Trust property.

12. **Granting Power to Subordinate.** The Trustee is authorized to subordinate any encumbrance on property that the trust may hold if, in the Trustee's discretion, subordination does not unreasonably impair the security held for the loan or obligation.

13. **Loans to Beneficiaries.** Following the death of the Trustor, to lend money from Trust A and Trust C to any beneficiary of such trusts entitled or authorized in the Trustee's discretion to receive current distributions of income or principal from such trusts, and from Trust B to any beneficiary other than the Surviving Spouse, upon such terms and conditions as the Trustee in his discretion may determine; any such loan may be made on a sound or unsound economic basis and may be made without requiring security therefore and without charging interest thereon, all as the Trustee in his discretion may decide.

14. **Loans from Trustee.** To loan or advance the Trustee's own funds to the Trust for any Trust purpose, with interest at current rates; to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the Trust, to purchase assets of the Trust at their fair market value as determined by an independent appraisal of those assets; and to sell property to the trust at a price not in excess of its fair market value as determined by an independent appraisal. Any such independent appraisal shall be by an independent appraiser of recognized competency to appraise the particular class of property involved.

15. **Nominees.** To keep any property in the name of the Trustee or a nominee with or without disclosure of any fiduciary relationship.

16. **Margin.** To buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by the Trustee with such brokers as security for loans and advances made to the Trustee.

17. **Insure.** To carry, at the expense of the Trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the Trust Estate and the Trustee against any hazard.

18. **Life Insurance.** Subject to the provisions of Article VI of the Trust, to acquire life insurance policies on the life of the Trustor and with respect to any policy of insurance on the life of any person which may form a trust as absolute owner of such policy or policies, any benefits, rights, options, and privileges under or with respect to such policies, including, but not limited to, the right to borrow upon and pledge such policies for a loan or loans, to enter into split dollar arrangements, to sell such policies, to surrender them for their cash surrender value, or to surrender or join in the surrender of such policies for predated policies having an aggregate value equal to the policies at surrender. The Trustee of the trust of which any such policy forms a part shall designate such trust as the beneficiary of such policy. Said Trustee may, in its discretion, pay from the principal of such trust any premiums, assessments, or other charges on any such life insurance policy. In the case of any nonpayment, however, which results in the cessation of the policy as a binding insurance contract, said Trustee shall see to it that any and all rights of the trust in and to such policy shall be preserved and protected in a manner consistent with the provisions of this paragraph and Article VI of the Trust.

19. **Agents.** To employ managers, agents, attorneys, accountants, auditors, depositories and proxies, with or without discretionary powers and to rely on the advice given by such advisors.

21. Tax Consequences. To take any action and to make any election, in the Trustee's discretion, to minimize the tax liabilities of this Trust and its beneficiaries, and the Trustee shall have the power to allocate the benefits among the various beneficiaries, and the Trustee shall also have the power to make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequence of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

22. Early Termination. In addition to each of the above enumerated powers and all those powers otherwise granted herein or by law, the Trustee, or any Successor Trustee, shall have the power to terminate this Trust should the balance on hand decrease to an amount less than Twentyfive Thousand Dollars (\$25,000), which amount the Trustee or Successor Trustee deems could not be efficiently and economically administered by that Trustee, or Successor Trustee.

23. Purchase of Treasury Bonds. To purchase in the Trustee's discretion, at less than par, obligations of the United States of America that are redeemable at par in payment of any federal estate tax liability of either of the Trustors in such amounts as the Trustee deems advisable. The Trustee shall exercise the Trustee's discretion and purchase such obligations if the Trustee has reason to believe that either of the Trustors are in substantial danger of death, and may borrow funds and give security for that purpose. The Trustee shall resolve any doubt concerning the desirability of making the purchase and its amount in favor of making the purchase and in purchasing a larger, even though somewhat excessive amount. The Trustee shall not be liable to the Trustors, or either of them, or to any heir of the Trustors, or any beneficiary of this Trust for losses resulting from purchases made in good faith. The Trustee is directed to pay the federal estate tax due on either of the Trustor's death in an amount not less than the par value plus accrued interest of such obligations, or the amount of the federal estate tax due with respect to the deceased Trustor's estate.

24. Guarantees. To unconditionally or conditionally guarantee the payment of any and all indebtedness, advances, obligations, and liabilities currently in existence or hereafter made, incurred or created by the Trustors (or either of them), individually or jointly with others, or incurred or created by any person or any partnership (general or limited), or other legal entity whether or not the Trustee holds any interest in such corporation, partnership or entity, and whether or not such guarantee benefits directly or indirectly the Trust Estate. Guarantees may be made to secure indebtedness, advances, obligations, and liabilities to banks, savings and loans, real estate investment trusts, any and all institutional investors, persons, corporations, partnerships, and other legal entities.

25. Powers Not Exclusive. The enumeration of certain powers of the Trustee shall not limit the Trustee's general powers, the Trustee, subject always to the discharge of the Trustee's fiduciary obligations, being vested with and having all the rights, powers and privileges which an absolute owner of the same property would have.

26. Executed in Counterparts. This Statement of Trust can be executed in one or more counterparts, which taken together shall constitute one document.

This Statement of Trust is executed this 22nd day of March, 2025.

TRUSTORS: CO-TRUSTEES:

Kenneth Lee Roberts

Jeff Le-Bell

Rochelle Roberts

ROCHELLE ROBERTS

Rochelle Roberts

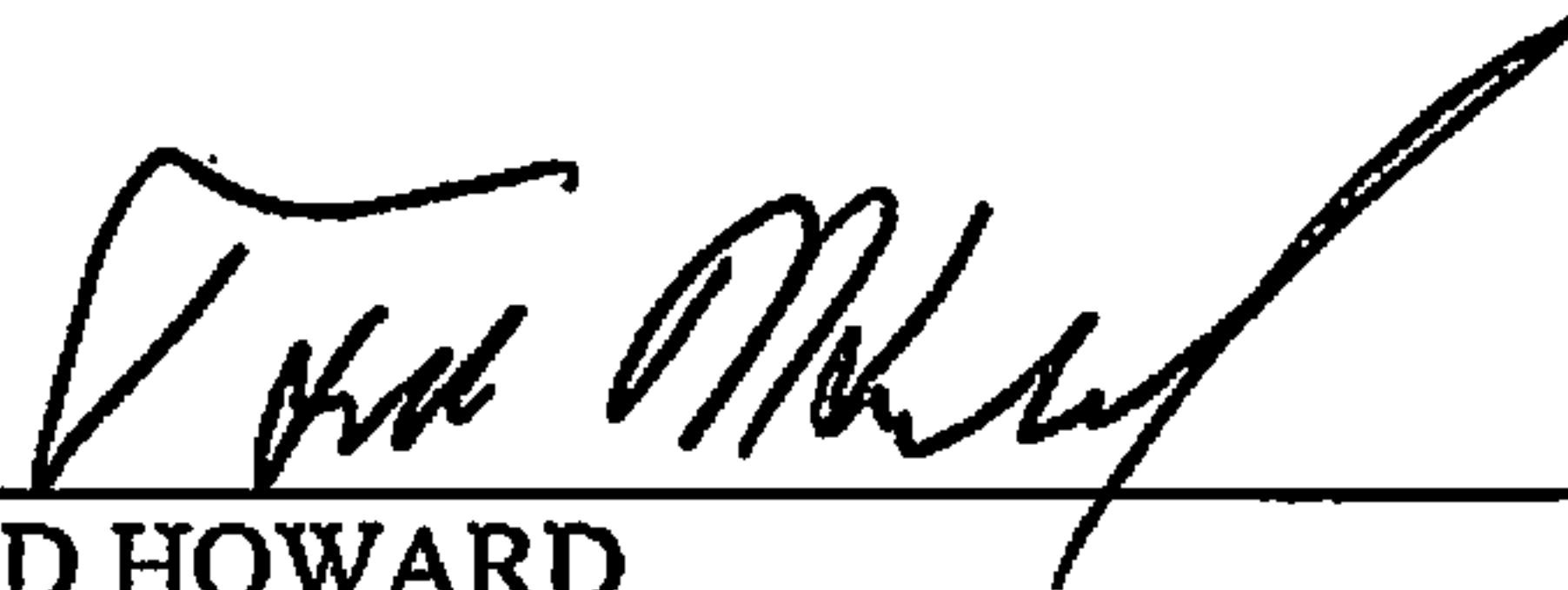
ROCHELLE ROBERTS

TODD

HOWARD

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41.famb/FILE NO /NAME/STATETST


TODD HOWARD

JURAT WITH AFFIANT STATEMENT

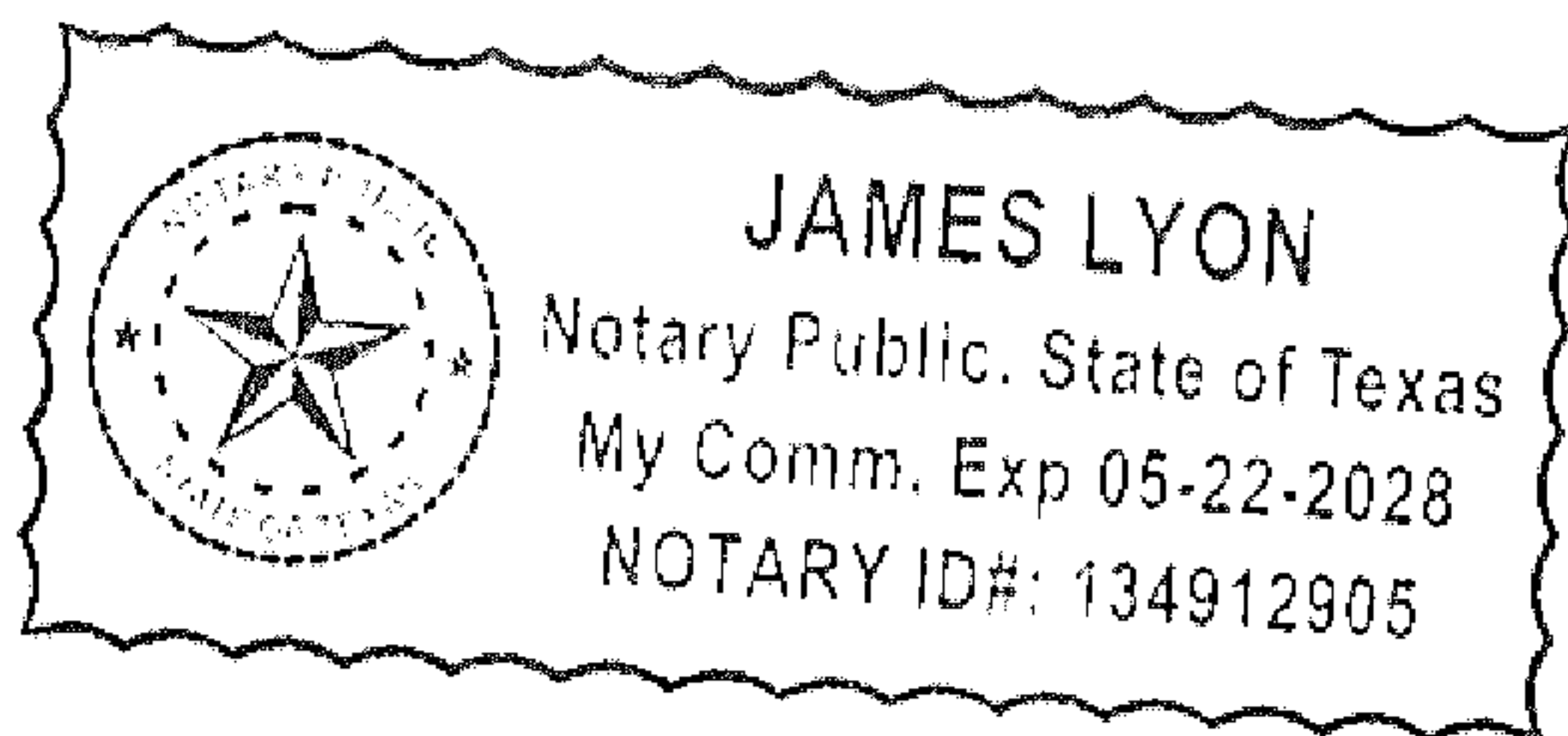
State of Texas } ss.
County of Taylor

- ☒ See Attached Document (Notary to cross out lines 1–7 below)
☐ See Statement Below (Lines 1–7 to be completed only by document signer[s], not Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____
7 _____
Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

Subscribed and sworn to (or affirmed) before me

this _____ day of _____, _____, by
Date Month Year



Signature of Signer No. 1
Name of Signer No. 1

Signature of Signer No. 2 (if any)
Name of Signer No. 2 (if any)

Signature of Notary Public
Signature of Notary Public

Place Notary Seal/Stamp Above

Any Other Required Information
(Residence, Expiration Date, etc.)

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

NOTARY

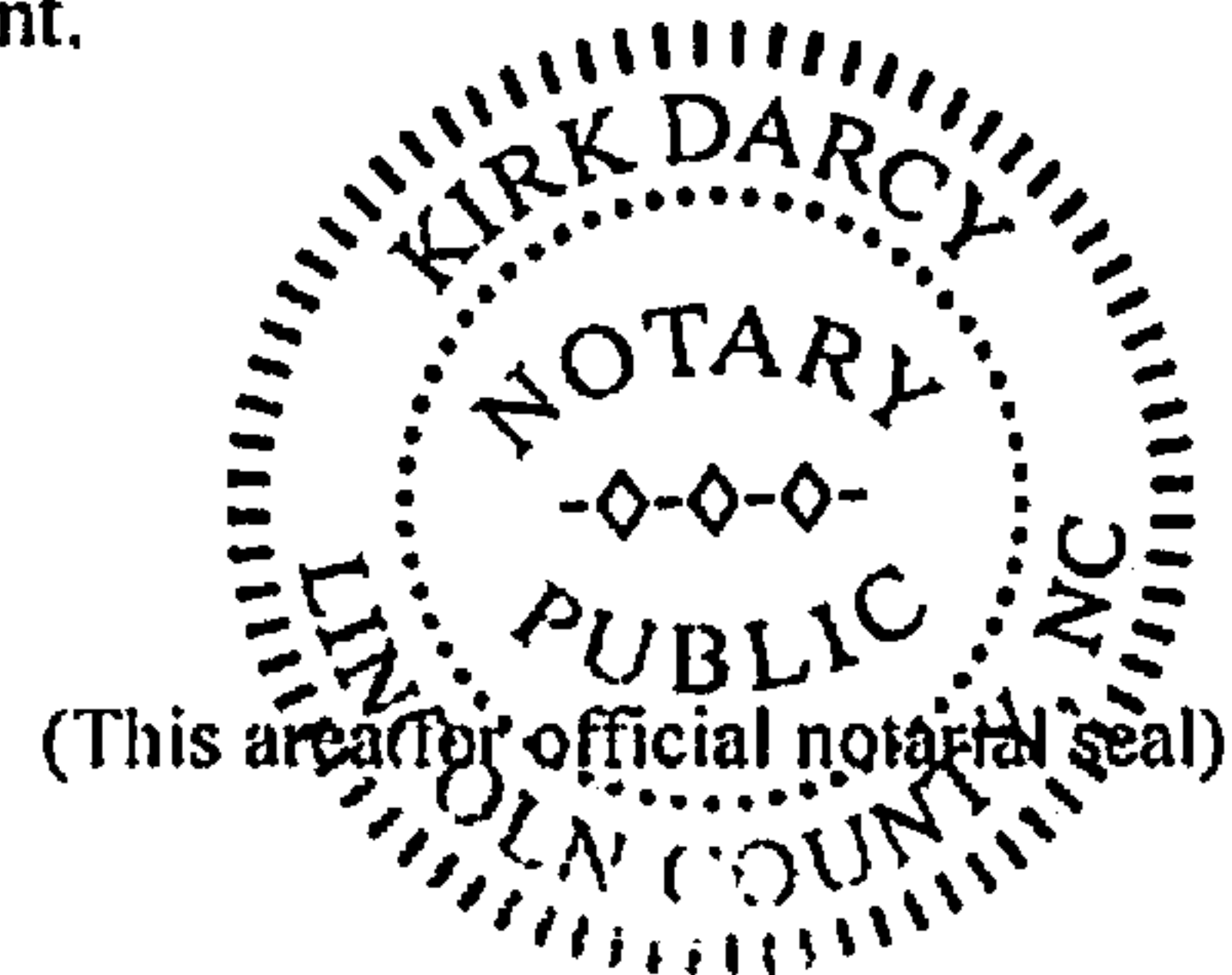
State of: NC }
County of: LINCOLN } SS.

On this 22 day of MARCH, in the year 20 25, before me
KIRK DARCY, a Notary Public in and for the State, personally appeared
TODD HOWARD, 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
on the attached Statement of Trust
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.

Kirk Darcy

Notary Public in and for said State.



MY COMMISSION EXPIRES 11/24/2029

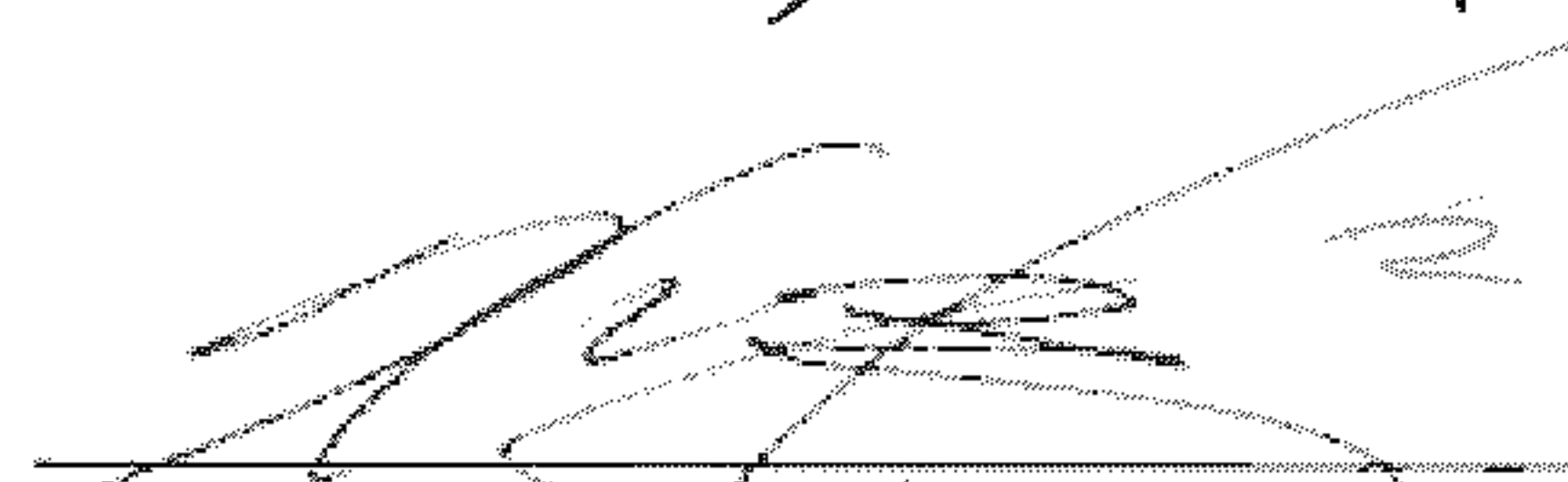
STATE OF ALABAMA
COUNTY OF SHELBY

AFFIDAVIT

The undersigned, , being first duly sworn, deposes and says they are at least 19 years of age and are the currently acting trustee(s) of the Roberts Family Trust dated May 23, 2005, and further states as follows:

To the best of the undersigned's knowledge, the trust has not been revoked, modified, or amended in any manner since the attached Certificate of Trust was executed.

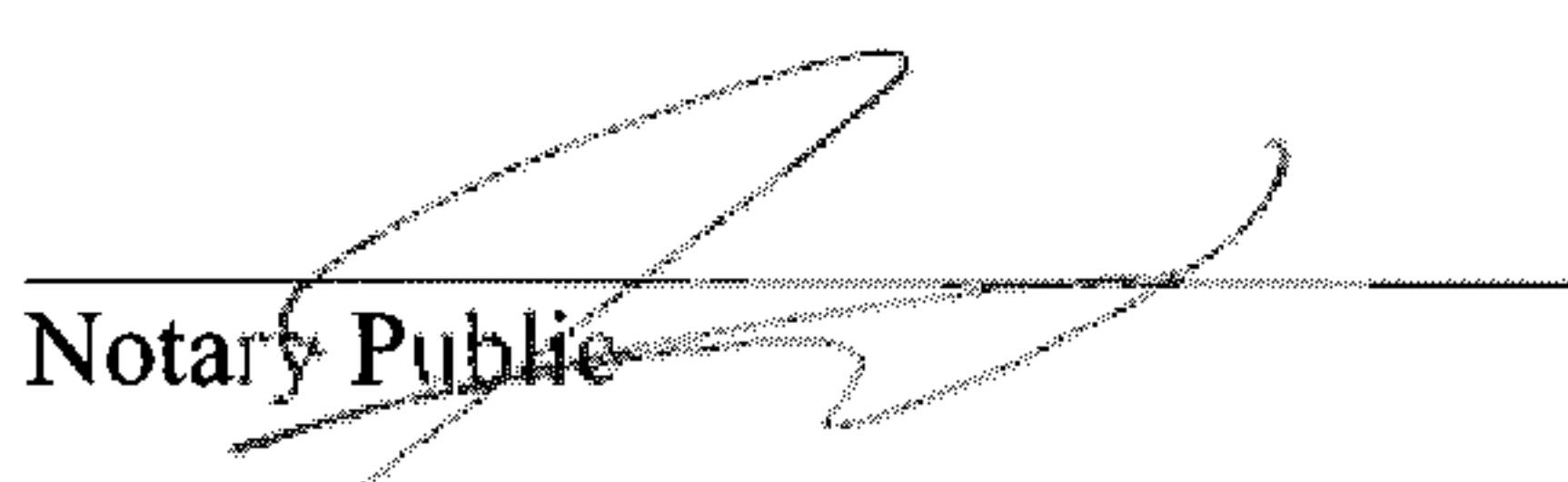
Dated this 23 day of April, 2025.

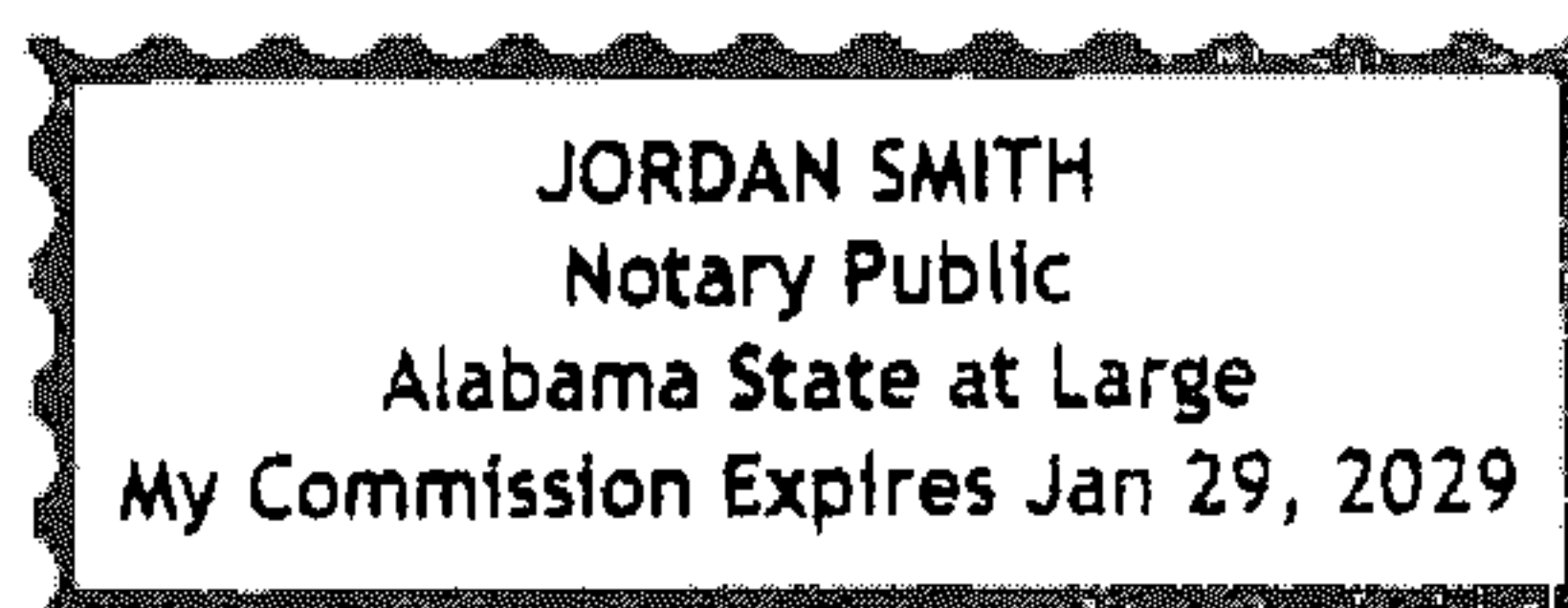

Kenneth Lee Roberts, Co-Trustee

STATE OF ALABAMA
COUNTY OF SHELBY

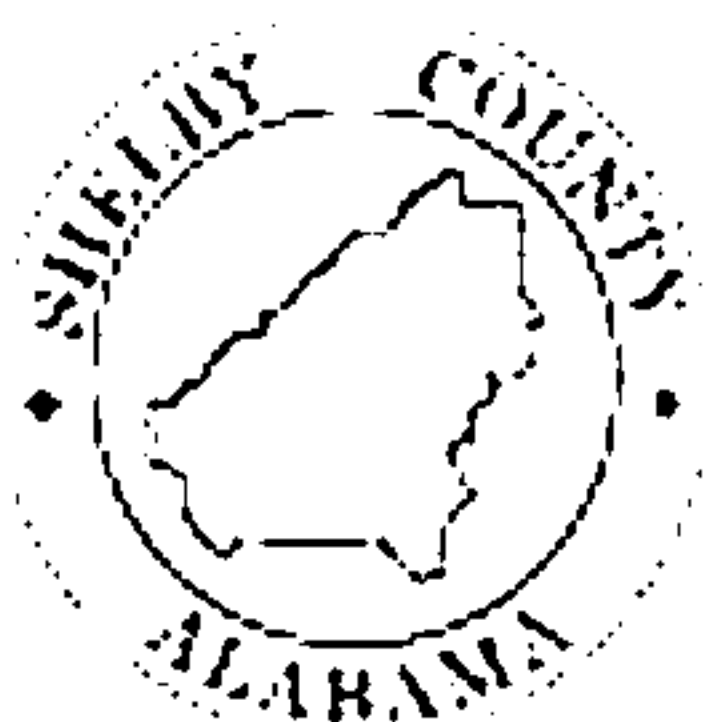
I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that Kenneth Lee Roberts, whose name(s) as Co-Trustee(s) of the Roberts Family Trust dated May 23, 2005, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, in their capacity and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 23 day of April, 2025.


Notary Public



This instrument prepared by:
S. Kent Stewart
Stewart & Associates, PC
3595 Grandview Pkwy., Ste. 280
Birmingham, AL 35243



HOV-12001

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/29/2025 02:07:58 PM
\$15.00 BRITTANI
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Allen S. Bayl