

THE NOBILI FAMILY TRUST, DATED MAY 24, 1995
CERTIFICATION OF TRUST AGREEMENT
CALIFORNIA PROBATE CODE §18100.5

I, the undersigned, hereby certify and declare:

1. The name of the Trust to which this certification applies is THE NOBILI TRUST dated May 24, 1995.
2. The Trust was created on May 24, 1995 by ROLAND NOBILI and ELIZABETH A. NOBILI as Trustors.
3. On November 1, 2019, Trustor ELIZABETH A. NOBILI died. On January 24, 2023, Trustor ROLAND NOBILI died.
4. The Trust is irrevocable.
5. The persons holding any power to revoke the Trust are ROLAND NOBILI and ELIZABETH A. NOBILI.
6. The currently acting Trustee is CRAIG M. NOBILI.
7. Powers of the Trustees are attached as Exhibit A to this certification.
8. The tax identification number of the trust is 92-6405005.
9. Title of Trust assets should be taken as follows: CRAIG M. NOBILI, Trustee of THE NOBILI TRUST dated May 24, 1995.
10. The trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this certification of trust to be incorrect.
11. This certification is being signed below by all of the currently acting Trustees of the Trust.

As set forth in California Probate Code 18100.5(h), any person making a demand for the trust documents in addition to a certification of trust to prove facts set forth in the certification of trust acceptable to the third party shall be liable for damages, including attorney's fees, incurred as a result of the refusal to accept the certification of trust in lieu of the requested documents if the court determines that the person acted in bad faith in requesting the trust documents. And according to California Probate Code Section 18100.5(f), A person who acts in reliance upon a certification of trust without actual knowledge that the representations contained therein are incorrect is not liable to any person for so acting.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

CRAIG M. NOBILI, Trustee

ACKNOWLEDGMENT

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 _____)
) ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared CRAIG M. NOBILI, 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)

EXHIBIT "A"

B. Powers of the Trustee. The Trustee is vested with the following powers with respect to the trust or any part of it, in addition to those powers now or hereafter conferred by law, to be exercised in the discretion of the Trustee and without order of court, except as may be required by law:

1. To continue to hold any property (including shares of a corporate Trustee's own stock) and to operate, or participate in the operation of, at the risk of the trust estate, any business that the Trustee receives or acquires under the trust as long as the Trustee deems advisable; provided, however, that notwithstanding any other provision of this trust, the Trustee shall not hold unproductive or underproductive property as an asset of the Survivor's Trust for more than a reasonable time during the lifetime of the surviving spouse without the surviving spouse's consent.

2. To buy or sell at public or private sale (for cash or on terms), convey, manage, maintain, improve, develop, insure, lease for any term (whether or not extending beyond the term of the trust created herein) and for any lawful purpose, rent, mortgage, pledge or hypothecate, subdivide, partition, grant options: at such times, in such manner and upon such terms and conditions as the Trustee shall deem advisable and, to otherwise dispose of any trust property or interest therein.

3. To borrow and to make loans, secured or unsecured, in such amounts, upon such terms, at such rates of interest, to such persons, firms, or corporations as the Trustee shall deem appropriate; to guarantee any loans whenever the Trustee deems such guarantee appropriate. The Trustee shall be authorized to lend or borrow, at an adequate rate of interest and with adequate security and upon such terms and conditions as the Trustee shall deem fair and equitable, and to sell or purchase, at the fair market value as determined by the Trustee, any property to or from the estate of either Trustor, or any trust created by either Trustor during life or by will, even though the same person or corporation may be acting as executor of the estate or a Trustee of any of such other trusts and as Trustee of this trust. However, no loans shall be made from the assets of the Survivor's Trust during the lifetime of the surviving spouse without the consent of the surviving spouse.

4. When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing the trust property, the Trustee shall act with the care, skill, prudence, and diligence under the circumstances then prevailing, specifically including, but not by way of limitation, the general economic conditions and the anticipated needs of the trust and its beneficiaries, that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Within the limitations of the foregoing and considering individual investments as part of an overall investment strategy, the Trustee is authorized to acquire every kind of property, real, personal, or mixed, and every kind of investment, including, but not limited to, corporate and government obligations of every kind, preferred and common stocks, mortgage participation, shares of investment trusts and regulated investment companies (including any under the control of an investment counsel employed by the Trustee), mutual funds, market funds, and index funds, and any common trust fund administered by the Trustee; provided, however, that the aggregate return of all investments of the Survivor's Trust from time to time shall be reasonable in light of then existing circumstances, the surviving spouse, by written instrument delivered to the Trustee, shall have the right to direct the Trustee to convert any non-income-producing property, in the Survivor's Trust including life insurance policies, to income-producing property, and the Trustee shall comply with any such direction within a reasonable time after its receipt.

5. To exercise or dispose of any or all options, privileges or rights, or to refrain from exercising such options, privileges or rights.

6. To receive other property acceptable to the Trustee as additions to any trust created hereunder by gift or will or otherwise and to hold and administer the same under the provisions thereof.

7. To carry, at the expense of the trust, insurance of such kind and in such amounts as the Trustee shall deem advisable to protect the trust estate and the Trustee against any hazard.

8. To adjust, compromise, and settle or refer to arbitration any claim in favor of or against the trust upon such terms and conditions as the Trustee shall deem advisable, and to commence, prosecute or enforce, or to defend, answer or oppose all actions, suits or other legal proceedings as the Trustee shall deem advisable.

9. To make alterations in any buildings located on any trust property or to demolish same and to construct new buildings, all in such manner and upon such terms and conditions as the Trustee shall deem advisable, and to enter into contracts with respect to any of the foregoing.

10. To exercise any and all voting rights, whether by discretionary proxy or otherwise, including without limitation the right to vote in favor of any readjustment or reclassification . of the stock of, or any reorganization, recapitalization, consolidation or merger of any corporation; to become a party to, or deposit securities or other property under, any voting trust agreement (whether or not extending beyond the terms of the trust created by this agreement) and to participate in any rescission, termination, amendment or cancellation of any such voting trust agreement.

11. To employ brokers, bankers, custodians, investment counsel, attorneys, and other agents; to hold trust property in the name of the Trustee or to the extent permitted by law in his name without designation of any fiduciary capacity; to keep a checking or savings account of reasonable size with the commercial or savings department of a Trustee bank itself, but only with indication of the fiduciary nature of the account or accounts.

12. To make distributions to or for a minor or other beneficiary under disability in any of the following ways directly to said beneficiary, if the Trustee, in the Trustee's discretion, considers said beneficiary of sufficient maturity to accept and manage the distribution; by making payments to the guardian or conservator of the person or estate of the beneficiary or to any suitable person with whom he resides; by making distributions to a custodian for the beneficiary under the California Uniform Transfers to Minors Act until age twenty-one (21) or the Transfers to Minors Act of another state; and any and all other ways authorized by law.

13. In any case in which the Trustee is required pursuant to the provisions of this trust to divide any trust property into parts or shares for the purpose of distribution or otherwise the Trustee is authorized, in the Trustee's discretion, to make the division or distribution in cash, in kind (pro rata or non pro rata), including undivided interests in any property, or partly in cash and partly in kind, and for this purpose to make such sale of the trust property as the Trustee may deem necessary on such terms and conditions as the Trustee shall see fit, to make. non-pro rata distributions whenever assets are distributed in kind and for purposes of his division or distribution to value at current values the trust estate or any part thereof reasonably or in good faith and such valuation shall be conclusive upon all parties.

14. With the consent of Trustor or Trustors then living to purchase life insurance policies on the life of any person, to accept life insurance policies or proceeds from life insurance policies for addition to the trust estate, and to pay premiums and exercise all rights of ownership and control contained in policies held by the trust. The Trustee shall have the following rights, powers and obligations with respect to any benefit under a pension, stock bonus, profit sharing or retirement contract or plan (hereinafter referred to as "plan") and any policy of insurance (hereinafter referred to as "policy") payable to the Trustee or to any trust created hereunder:

a. Each Trustor individually reserves the right, by such Trustor's act alone, without the consent or approval of the Trustee, to sell, assign or hypothecate any policies of insurance which such Trustor may own and which are made payable to the Trustee, to exercise any option or privilege granted by such policies, to borrow any sum in accordance with the provisions of such policies and to receive all payments, dividends, surrender values, benefits, or privileges of any kind which may accrue on account of such policies during such Trustor's lifetimes. Furthermore, the Trustee agrees to deliver to such Trustor, on written request of such Trustor, any of such policies owned by the such Trustor and deposited with the Trustee hereunder.

b. The Trustee may but shall not be required to pay premiums, assessments or other charges upon any of the policies owned by the Trustors or otherwise to keep them or any of them binding contracts of insurance. If the Trustee has possession of the policies then in default of payment of the premiums the Trustee may but shall not be required to borrow funds from the insurer in accordance with the terms of the policies and use said borrowed funds to keep the policies binding contracts of insurance.

c. Upon the death of the deceased spouse any policies of insurance insuring the life of the surviving spouse which are the separate property of the deceased spouse shall be distributed as part of the Disclaimer Trust and shall under no circumstances be available to the surviving spouse or subject to any power of appointment granted to the surviving spouse by this agreement.

d. The Trustee shall use its best efforts to collect all sums payable under any plan or policy which sums, including any interest paid by the insurers, upon receipt shall be added to the principal of the trust

estate. Subject to any contrary provision in the beneficiary designation of any plan or policy, all sums payable under any "plan or policy shall be allocated between the Survivor's Trust and the Disclaimer Trust in the manner provided in Article sixth after taking into consideration the ownership of the plan benefits or policy immediately preceding the death of the Trustor.

e. The Trustee may compromise, arbitrate or otherwise adjust claims upon any policy or plan. The receipt of the Trustee to any insurer or payer of plan benefits shall be a full discharge and such insurer or payer is not required to see to the application of the proceeds.

f. The Trustee may exercise any of the allowable options for the payment of such policy proceeds or plan benefits.

15. To operate or participate in the operation of any business or any form of business organization at the risk of the trust estate which the Trustee considers appropriate or deems advisable and to transfer any property to any such business or business organization, including but not limited to acting as general partner in a partnership owning and developing real property or conducting other business.

16. To purchase 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 Trustor in such amounts as the Trustee deems advisable, and for that purpose the Trustee may partition a portion of the community property of the trust estate and make such purchase from either or both portions, and may borrow funds and give security. The Trustee shall not be liable to either Trustor, any heir of either Trustor, or any beneficiary of this trust for losses resulting from purchases made in good faith. Notwithstanding the above provisions, the Trustee is required and directed to redeem any obligation of the United States of America that is part of the trust corpus and which is redeemable at par in payment of any federal estate tax liability of either Trustor to the fullest extent possible in payment of federal estate tax liability of either Trustor whether or not such liability is attributable to the trust.

17. In the event the Trustee ever determines that (i) the fair market value of the assets of a trust estate is less than Twenty Thousand Dollars (\$20,000), and (ii) the administration of any trust hereunder either is no longer economically desirable (in view of the cost of administration as compared with the value of the assets) or is no longer in the best interest of the primary beneficiaries, then provided that the Trustee is not a primary beneficiary, the Trustee, in the Trustee's discretion and subject to any court approval required by law, may terminate the trust and distribute the remaining balance of the trust estate to the then living primary beneficiaries of the trust estate, in the proportions specified for distribution of the net income to them, or if no such proportions are specified, in equal shares (except that if the primary beneficiaries are designated as the group composed of the then living descendants of a deceased ancestor, such distribution shall be to the then living descendants of that deceased ancestor, by right of representation).

18. The Trustee is authorized to enter into transactions for the purchase, sale and trade of securities of any nature and other investments, including, without limitation, stocks (preferred or common), bonds, mutual funds and certificates of deposit; to maintain a margin and short account and through such account to purchase securities on margin, sell securities which the trust does not own (i.e., short sales) and to borrow securities in connection therewith, to borrow money, to secure the performance of the trust's obligations to the brokerage firm by granting a security interest in trust assets held in the trust brokerage account and in other assets held in the trust brokerage account and in other present or future trust brokerage accounts, and to grant authority to the brokerage firm, acting as principal or otherwise, to pledge, repledge, hypothecate, or rehypothecate assets of the trust; to trade in options, including, without limitation, the purchase of puts and calls and the writing (sale) of covered and uncovered puts and calls; to delegate to others (such as a financial advisor) the authority to give trading instructions with respect to a trust brokerage account. The Trustee is authorized to employ investment advisors, specialists and such other agents as he shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the trust, and to delegate to said manager investment discretion. Such appointment shall include the power to acquire and dispose of such assets. The Trustee may charge the compensation of such investment advisors, investment managers, specialists and other agents and any other expenses against the trust.

19. Whenever the Trustee is not required to distribute all income, any income not distributed shall be accumulated and added to principal.

20. The Trustee may distribute the interest of a deceased Trustor in any asset of the trust to the Executor of the estate of the deceased Trustor to be subject to probate proceedings if the Executor deems such action to be in the best interests of the trust and its beneficiaries for tax or other reasons.

21. With respect to the Disclaimer Trust only, the surviving spouse while acting as Trustee is expressly prohibited from exercising any power vested in him primarily for his benefit rather than for the benefit of all the beneficiaries of this trust, and shall not have the power to purchase, exchange or otherwise deal with or dispose of the principal or the income of the trust estate for less than an adequate and full consideration in money or monies worth; or the power to borrow the principal or income of the trust estate directly or indirectly without adequate interest or without adequate security.

22. The Trustee is expressly authorized to continue to hold and operate or participate in the operation of any farming or ranching property or interest that the Trustee receives or acquires under this trust as long as the Trustee deems advisable, at the risk of the trust estate.

23. Any trust created under this trust agreement may at any time be renamed by the Trustee of said trust.

24. Notwithstanding anything herein to the contrary, should a Trustee of any trust hereunder other than the Survivor's Trust receive as an asset of the trust shares of stock in a corporation for which an election is in effect under Subchapter S of the Tax Code ("S Corporation"), the Trustee shall administer and distribute the trust in a manner consistent with the requirements for a trust qualifying to hold shares of an S Corporation as a qualified Subchapter S trust ("QSST"). In the event the trust does not so qualify by its terms, the Trustee is authorized, in the Trustee's absolute discretion, to modify the trust terms to the minimum extent necessary to allow the trust to qualify as an S Corporation shareholder, including, but not limited to, establishing separate share trusts for "sprinkle" trust beneficiaries and allocating the S Corporation shares among one or more of such trust shares, distributing all income annually to the beneficiaries of any trust and/or segregating any S Corporation shares into a separate trust share having the same terms as the parent trust, with the exception of those terms needed to qualify as a QSST. In the event the Trustee elects not to modify or amend the trust to establish a QSST or the Trustee is otherwise unable to cause the trust to so qualify, the Trustee may, in the Trustee's absolute discretion, sell, exchange or otherwise transfer such shares to a person or entity qualified to hold such shares, including without limitation any other trust established hereunder. A Trustee is authorized to cause the filing of any election which may be necessary or appropriate to qualify any trust hereunder as a QSST.