CERTIFICATION OF TRUST

I, Norman Armour III, also known as Norman Armour, and Theo Armour ("Theo"), as trustee, hereby certify as follows:

1. CREATION OF TRUST

Theo, as settlor and as trustee, created the Theo Armour Revocable Trust on July 1, 2023 (the "Trust").

2. NAME OF TRUST

The name of the Trust is the "Theo Armour Revocable Trust dated July 1, 2023."

3. TRUSTEE

Theo is the sole currently acting trustee of the Trust (the "trustee").

4. TRUST PROPERTY

The trustee is now holding, as trustee of the Trust, one or more items of property, which constitute the Trust property.

5. REVOCABILITY OF TRUST

The Trust is revocable by the settlor, Theo.

6. POWERS OF TRUSTEE

The attached copies of specific pages of the Trust instrument are true and correct copies of those pages, and state the identity of the trustee, define the signature authority of the trustee, and list the relevant powers of the trustee.

7. TAXPAYER IDENTIFICATION NUMBER

United States Treasury Regulations Sections 1.671-4, 1.6012-3(a)(9), and 301.6109-1(a)(2) provide that the settlor's Social Security Number may be used in lieu of a separate taxpayer identification number for the Trust. The settlor's Social Security Number is available upon request.

8. MANNER IN WHICH TITLE TO TRUST ASSETS SHOULD BE TAKEN

Title to Trust assets should be taken in the following form: "Norman Armour III, trustee of the Theo Armour Revocable Trust dated July 1, 2023."

9. NO REVOCATIONS, MODIFICATIONS, OR AMENDMENTS

The Trust has not been revoked, modified, or amended in any manner which would cause the representations contained in this certification to be incorrect.

10. SIGNED BY SOLE CURRENTLY ACTING TRUSTEE

This certification is being signed by the sole currently acting trustee of the Trust.

11. ACCURACY

This certification is a true and accurate statement of the matters referred to herein.

12. RELIANCE ON THIS CERTIFICATION

This certification is made in accordance with California Probate Code Section 18100.5, a copy of which is attached to this instrument. Any transaction entered into by a person acting in reliance on this certification shall be enforceable against the Trust assets.

PROBATE CODE SECTION 18100.5(h) PROVIDES THAT ANY PERSON WHO REFUSES TO ACCEPT THIS CERTIFICATION IN LIEU OF THE ORIGINAL TRUST DOCUMENT WILL BE LIABLE FOR DAMAGES, INCLUDING ATTORNEYS' FEES, INCURRED AS A RESULT OF THAT REFUSAL, IF THE COURT DETERMINES THAT THE PERSON ACTED IN BAD FAITH IN REQUESTING THE TRUST DOCUMENT.

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

Dated: , 2023

Norman Armour III

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.

STATE OF CALIFORNIA)	
COUNTY OF SAN FRANCISCO) ss. -)	
On, 2023, before me, personally appeared Norman Armour III , what to be the person(s) whose name(s) is/are subsome that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.	ho proved to me on the bas cribed to the within instrur his/her/their authorized o	sis of satisfactory evidence ment and acknowledged to capacity(ies), and that by
I certify under PENALTY OF PERJURY of foregoing paragraph is true and correct.	under the laws of the Sta	ate of California that the
WITNESS my hand and official seal.	Comm San F	A. BHATIA ission # 2372648 rancisco County nia - Notary Public Exp. AUG. 28, 2025
Notary Public	(Seal)	

TEXT OF CALIFORNIA PROBATE CODE SECTION 18100.5

- (a) The trustee may present a certification of trust to any person in lieu of providing a copy of the trust instrument to establish the existence or terms of the trust. A certification of trust may be executed by the trustee voluntarily or at the request of the person with whom the trustee is dealing.
- (b) The certification of trust may confirm the following facts or contain the following information:
 - (1) The existence of the trust and date of execution of the trust instrument.
- (2) The identity of the settlor or settlors and the currently acting trustee or trustees of the trust.
 - (3) The powers of the trustee.
- (4) The revocability or irrevocability of the trust and the identity of any person holding any power to revoke the trust.
- (5) When there are multiple trustees, the signature authority of the trustees, indicating whether all, or less than all, of the currently acting trustees are required to sign in order to exercise various powers of the trustee.
- (6) The trust identification number, whether a social security number or an employer identification number.
 - (7) The manner in which title to trust assets should be taken.
 - (8) The legal description of any interest in real property held in the trust.
- (c) The certification shall contain a statement that the trust has not been revoked, modified, or amended in any manner which would cause the representations contained in the certification of trust to be incorrect and shall contain a statement that it is being signed by all of the currently acting trustees of the trust. The certification shall be in the form of an acknowledged declaration signed by all currently acting trustees of the trust. The certification signed by the currently acting trustee may be recorded in the office of the county recorder in the county where all or a portion of the real property is located.
- (d) The certification of trust may, but is not required to, include excerpts from the original trust documents, any amendments thereto, and any other documents evidencing or pertaining to the succession of successor trustees. The certification of trust shall not be required to contain the dispositive provisions of the trust which set forth the distribution of the trust estate.
- (e) A person whose interest is, or may be, affected by the certification of trust may require that the trustee offering or recording the certification of trust provide copies of those excerpts from the original trust documents, any amendments thereto, and any other documents which designate, evidence, or pertain to the succession of the trustee or confer upon the trustee the

power to act in the pending transaction, or both. Nothing in this section is intended to require or imply an obligation to provide the dispositive provisions of the trust or the entire trust and amendments thereto.

- (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. A person who does not have actual knowledge that the facts contained in the certification of trust are incorrect may assume without inquiry the existence of the facts contained in the certification of trust. Actual knowledge shall not be inferred solely from the fact that a copy of all or part of the trust instrument is held by the person relying upon the trust certification. Any transaction, and any lien created thereby, entered into by the trustee and a person acting in reliance upon a certification of trust shall be enforceable against the trust assets. However, if the person has actual knowledge that the trustee is acting outside the scope of the trust, then the transaction is not enforceable against the trust assets. Nothing contained herein shall limit the rights of the beneficiaries of the trust against the trustee.
- (g) A person's failure to demand a certification of trust does not affect the protection provided that person by Section 18100, and no inference as to whether that person has acted in good faith may be drawn from the failure to demand a certification of trust. Nothing in this section is intended to create an implication that a person is liable for acting in reliance upon a certification of trust under circumstances where the requirements of this section are not satisfied.
- (h) Except when requested by a beneficiary or in the context of litigation concerning a trust and subject to the provisions of subdivision (e), 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.
- (i) Any person may record a certification of trust that relates to an interest in real property in the office of the county recorder in any county in which all or a portion of the real property is located. The county recorder shall impose any fee prescribed by law for recording that document sufficient to cover all costs incurred by the county in recording the document. The recorded certification of trust shall be a public record of the real property involved. This subdivision does not create a requirement to record a certification of trust in conjunction with the recordation of a transfer of title of real property involving a trust.

(Added by Stats. 1993, c. 530 (A.B. 1249), § 2. Amended by Stats. 2004, c. 136 (A.B. 1848), § 1.)

DECLARATION OF TRUST OF THE THEO ARMOUR REVOCABLE TRUST

ARTICLE 1 CREATION OF TRUST AND FAMILY INFORMATION

- **1.1 Declaration.** Norman Armour III, also known as Norman Armour and Theo Armour ("Theo"), who is herein referred to as "the settlor" or "the trustee," depending on the context, hereby declares that Theo holds certain property (the "trust estate") in trust, to be held, administered, and distributed according to the terms of this instrument.
- **1.2 Names of Trusts.** The trusts created by this instrument shall be known collectively as the "Theo Armour Revocable Trust dated July 1, 2023," and each separate trust created under this instrument shall be referred to by adding the name or designation of that separate trust as it appears in the appropriate section of this instrument.
- **1.3 Effective Date.** This declaration of trust shall be effective immediately on execution by all the parties.

ARTICLE 8 TRUSTEE

- **8.1 Initial Trustee.** The settlor shall serve as the initial trustee of the trust.
- 8.2 Settlor's Power to Designate Successor Trustees. At any time, the settlor may designate, through a Plan of Successor Fiduciaries under Section 8.3(a), any suitable person or entity to act as a successor trustee or co-trustee if the trustee or any co-trustee dies, becomes incapacitated, or is otherwise unable or unwilling to continue to act as trustee or co-trustee.

8.3 Successor Trustees.

- a. Plan of Successor Fiduciaries. If there is a vacancy in the office of trustee, a successor trustee or co-trustee, may be appointed in an instrument known as a Plan of Successor Fiduciaries (a "Plan"), established by any of the following persons: (1) the settlor, and (2) the then-serving trustee(s). The foregoing list of persons with the power to designate a successor trustee or co-trustee shall be known as the Hierarchy List. To the extent of any inconsistency in Plans, the Plan established by a person in a higher position on the Hierarchy List shall take precedence over the Plan established by a person or persons in a subordinate position on the Hierarchy List and the later Plan established by a person shall take precedence over such person's earlier Plan. A Plan may designate (or empower any person to designate) successor trustees or co-trustees, special trustee, Special Co-trustee or administrative trustee to begin serving immediately or to serve upon the occurrence of a specified event or contingency, may designate a successor trustee, co-trustee, special trustee, or administrative trustee for limited or general purposes and accord specific responsibilities and powers, may impose qualifications or requirements, may specify compensation and may designate single or successive trustees or co-trustees, all as provided in the Plan.
- **Default Provisions.** If the office of trustee becomes vacant by reason of b. death, incapacity, or any other reason, and no successor trustee or co-trustees have been designated by the settlor under a Plan under Section 8.3(a) (a "Plan"), then Cynthia Burrage Armour ("Cynthia"), Alix Ferté Armour ("Alix") and Eloise Blavet Armour ("Eloise") shall serve as successor co-trustees. If either Cynthia, Alix or Eloise cease to serve as a trustee and no Plan has been established under Section 8.3(a), then the remaining of them shall serve as co-trustees or sole successor trustee, as the case may be. If Cynthia, Alix, and Eloise all have ceased to serve as trustee and no Plan has been established under Section 8.3(a), then Isabelle Armour ("Isabelle") and Kyle Alden Smith ("Kyle") shall serve as successor co-trustees. If either Isabelle or Kyle cease to serve as trustee and no Plan has been established under Section 8.3(a), then the other shall serve alone as successor trustee. If both Isabelle and Kyle cease to serve as trustee, then a successor trustee or co-trustees shall be designated by a majority vote of the beneficiaries of the trust who would be entitled to receive a distribution of principal from the trust if the trust were then terminating, and who then have the legal capacity to give such a vote. If a majority of the beneficiaries are unable to agree on a successor trustee, a new trustee or co-trustee may be appointed by the court.

- c. Child as Trustee. Notwithstanding Section 8.3(b), but subject to the settlor's power to establish a Plan under Section 8.3(a) (a "Plan"), a child of the settlor who is a beneficiary of a separate share trust under Article 6 shall serve as sole trustee of her separate share trust. If a child of the settlor is serving as sole trustee of her separate share trust, such child may designate successor trustees or co-trustees of such separate share trust under a Plan under Section 8.3(a). If no such Plan is established by such beneficiary, and such beneficiary ceases to serve as trustee of such beneficiary's separate share trust, then the vacancy shall be filled as provided under Section 8.3(a) or Section 8.3(b), as applicable.
- Removal and Replacement of Trustee. The settlor shall have the power, at any time and for any reason, with or without cause, to remove any trustee acting under this instrument, and notwithstanding any other provision of this instrument, designate another trustee to replace the removed trustee. The successor trustee shall be such person or entity designated under a Plan under Section 8.3(a) or, if none, the person or entity next in succession as provided in Section 8.3(b). Following the death of the settlor and when a separate share trust has been established for a child of the settlor under Article 6, such child shall have the power, at any time and for any reason, with or without cause, to remove any trustee acting with respect to such child's separate share trust and designate another trustee to replace the removed trustee under a Plan as defined under Section 8.3(a), or, if none, the person or entity next in succession as provided in Section 8.3(b), provided, however, that a child's foregoing power is subject to the settlor's power to provide otherwise under a Plan under Section 8.3(a). Removal shall be effected by giving a written notice of removal to the trustee to be removed and to the designated successor. The removal shall become effective on the delivery to the settlor or beneficiaries of a written acceptance of the trust by the successor trustee, and the settlor or beneficiaries shall promptly notify the trustee being removed of the receipt of that acceptance.
- **8.5 Definition of Trustee.** Reference in this instrument to "the trustee" shall be deemed a reference to whoever is serving as trustee or co-trustees, and shall include alternate or successor trustees or co-trustees, unless the context requires otherwise.
- **8.6 Waiver of Bond.** No bond or undertaking shall be required of any individual who serves as a trustee under this instrument.
- 8.7 Voting. While more than two trustees are serving, the decision of the majority of the trustees shall prevail and be binding with respect to all matters affecting the trust estate. Any act by or instrument executed by the majority of the trustees shall constitute the action of the trustees as if done by all trustees. Any dissenting or nonconcurring trustee shall not be liable to any person for the action or failure to act of the other trustees acting by majority vote. If two trustees are serving, the unanimous action of both trustees shall be required with respect to all matters affecting the trust estate.
- 8.8 Compensation of Trustees. Each individual who is a trustee (except the settlor)) under this instrument shall be entitled to reasonable compensation for services rendered, payable without court order. Each corporate or other entity serving as trustee hereunder shall be entitled to receive compensation based on its published rates at the time the service is rendered. Any trustee acting under this instrument or any firm of which the trustee is a member may be engaged by the trustee to render legal, accounting, and investment or other consulting services on behalf of

any trust hereunder, even though the trustee shall make or participate in the decision to engage himself, herself or that firm in such capacity. The trustee, or any firm so engaged, shall be entitled to receive his, her or its fair, usual and customary compensation for those services provided to the trust, and the trustee shall be entitled to receive that compensation, or his or her distributive share of such compensation received by that firm, without diminution of the compensation to which he or she is entitled for services as a trustee hereunder; provided, however, that no trustee shall be compensated more than once for the same services; and provided further that any trustee who is a professional who normally charges for services rendered on an hourly basis shall have his or her compensation set by those rates.

- 8.9 Procedure for Resignation. Any trustee may resign at any time, without giving a reason for the resignation, by giving written notice, at least thirty (30) days before the time the resignation is to take effect, to the settlor, if living; or if the settlor is not then living, then to all trust beneficiaries known to the trustee (or, in the case of a minor beneficiary, to the parent or guardian of that beneficiary), to any other trustee then acting, to any persons authorized to designate a successor trustee, and to the successor trustee. A resignation shall be effective on written acceptance of the trust by the successor trustee.
- 8.10 Trust Protector. The settlor may, at any time, name an individual or entity to serve as Trust Protector. If the settlor fails to name a Trust Protector, the current acting trustee may designate one or more individuals or entities to serve as Trust Protector. If at any time, no Trust Protector is acting with respect to a trust and no Trust Protector has been designated pursuant to the provisions of this Section 8.10, then a majority of the adult living beneficiaries of the trust may designate a successor Trust Protector. Any designation of a Trust Protector shall be by a written instrument signed by the designator naming the Trust Protector and delivered to the nominated Trust Protector and the then-acting trustee hereunder and shall be effective upon written acceptance by the Trust Protector. Further, the designator of a Trust Protector under this Section 8.10 shall have the power to remove an appointed Trust Protector for any reason and designate the successor Trust Protector. If the designator is incapacitated or deceased, then the next person or persons that may designate a Trust Protector under this Section 8.10 shall have the foregoing removal and replacement power. Neither the settlor, any trust beneficiary nor any individual who is related or subordinate to any of them (as defined in IRC Section 672(c)), may serve as a Trust Protector hereunder.
- a. Powers of Trust Protector. It is the settlor's intention that if at any time, federal or state laws relating to the income tax, estate tax, generation-skipping transfer taxes or the administration of trusts are revised, the Trust Protector shall have requisite powers in order for the trust and its beneficiaries to take advantage of all then-applicable federal and state law, which may or may not be in effect at the time of the execution of this instrument. The Trust Protector's sole powers and discretions, exercisable in a non-fiduciary capacity, shall be as follows:
- (i) To reasonably interpret and/or amend any of the terms of the trust in any respect believed by the Trust Protector to be necessary or desirable to achieve tax advantages or in order to respond to changes in state law or the IRC and the rulings and regulations thereunder that otherwise may reduce or eliminate the tax benefits available to the trust or its beneficiaries, including, without limitation, to amend the trust if necessary to qualify for the intergenerational transfer exclusion from property tax reassessment if such exclusion has been claimed under

Article XIII A, Section 2.1 of the California Constitution and the legislation, regulations, and administrative guidance thereunder;

- (ii) To modify or amend any of the terms of the trust in the event there are ambiguities, errors or conflicts in the trust language that might otherwise require court construction;
- (iii) To grant a beneficiary a general testamentary power of appointment as necessary to reduce taxes, as provided in Article 6;
 - (iv) To make certain tax elections, as provided in Section 7.6; and
- (v) To have access to and utilize trust assets, as necessary, to obtain a formal finding of incapacity if the capacity of the trustee is at issue, as provided in Section 10.7(a)(i).

Notwithstanding the foregoing, the Trust Protector shall not (1) exercise the power provided under this Section 8.10 in a manner that could provide any benefit to the Trust Protector or to any individual related to the Trust Protector by blood or marriage, (2) add any individual or entity as a beneficiary of any trust created hereunder, or (3) determine the terms and conditions under which any person or entity is a beneficiary hereunder. The Trust Protector's powers to modify or amend the trust under Sections 8.10(a)(i) and (a)(ii) may be exercised prospectively or retroactively, as determined in the Trust Protector's discretion.

- b. Right to Relinquish Powers. The Trust Protector may relinquish any power granted to the Trust Protector under Section 8.10(a), if the Trust Protector determines that such relinquishment would be in the best interests of the Trust Protector, the trust beneficiaries or any other person. Such relinquishment shall be effective upon delivery of a written notice to the then-serving trustee specifically referencing this Section 8.10. Such relinquishment shall bind the Trust Protector, the trustee and all other persons and, once made, may not be withdrawn or modified and the power relinquished shall immediately terminate. The relinquished power may, however, be reinstated in a subsequent taxable year by the then-acting trustee. The trustee shall make such reinstatement by providing written notice of such reinstatement to the then-serving Trust Protector specifically referencing this Section 8.10.
- c. Exoneration and Indemnification of Trust Protector. The Trust Protector shall have no affirmative duty to routinely monitor any trust created hereunder in order to determine whether any power or discretion conferred under Section 8.10(a) should be exercised, and the Trust Protector is not required to exercise any power or discretion granted under this Section 8.10. Any exercise or nonexercise of the powers and discretions granted to the Trust Protector hereunder shall be in the sole discretion of the Trust Protector, and shall be binding and conclusive on all persons. The Trust Protector shall have no affirmative duty to keep informed as to the acts or omissions of the Trustee or others hereunder or to take any action to prevent or minimize loss. A Trust Protector shall not be personally liable to the trust or its beneficiaries and shall be entitled to indemnification and reimbursement from the trust estate for any expense, loss, damage, liability, costs or claim (including, without limitation, reasonable attorneys' fees and costs of litigation), incurred by the Trust Protector by reason of any act performed or omitted to be

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performed by the Trust Protector, if the Trust Protector was acting in good faith in the performance of his or her duties. The Trust Protector shall be deemed to have acted in good faith on behalf of the trust if the Trust Protector acted in a manner reasonably believed by the Trust Protector to be within the scope of his or her authority and in the best interests of the trust and its beneficiaries. Notwithstanding the foregoing, a Trust Protector shall be personally liable for his or her breach of trust by acts or omissions, committed intentionally, with gross negligence, in bad faith, or with reckless indifference to the interests of the beneficiaries, and as to any profit the Trust Protector derives from any breach of trust.

d. Compensation of Trust Protector. Each individual or entity serving as Trust Protector shall be entitled to reasonable compensation for services rendered, payable without court order. The Trust Protector is entitled to reimbursement for reasonable fees and costs incurred by the Trust Protector to hire attorneys, accountants or other individuals to assist the Trust Protector in the administration of his or her duties. Compensation of a Trust Protector shall be charged to the trust with respect to which the Trust Protector acts.

ARTICLE 9 POWERS OF TRUSTEE

- 9.1 General Powers. To carry out the purposes of the trusts created under this instrument, and subject to any limitations stated elsewhere in this instrument, the trustee shall have all of the following powers, in addition to all of the powers now or hereafter conferred on trustees by law:
- a. With or without court authorization, sell (for cash or on deferred payments, and with or without security), convey, exchange, partition, and divide trust property; grant options for the sale or exchange of trust property for any purpose, whether the contract is to be performed or the option is to be exercised within or beyond the term of the trust; and lease trust property for any purpose, for terms within or extending beyond the expiration of the trust, regardless of whether the leased property is commercial or residential and regardless of the number of units leased.
- b. Engage in any transactions with the personal representative of the estate of the settlor that are in the best interest of any trusts created in this instrument.
 - c. Manage, control, improve, and maintain all real and personal trust property.
- d. Subdivide or develop land; make or obtain the vacation of plats and adjust boundaries, or adjust differences in valuation on exchange or partition by giving or receiving consideration; and dedicate land or easements to public use with or without consideration.
- e. Make ordinary or extraordinary repairs or alterations in buildings or other trust property, demolish any improvements, raze existing party walls or buildings, and erect new party walls or buildings, as the trustee deems advisable.
- f. Employ and discharge agents and employees, including but not limited to attorneys, accountants, investment and other advisers, custodians of assets, property managers, real estate agents and brokers, and appraisers, to advise and assist the trustee in the management of any trusts created under this trust instrument, and compensate them from the trust property.

- g. With respect to securities held in trust, exercise all the rights, powers, and privileges of an owner, including, but not limited to, the power to vote, give proxies, and pay assessments and other sums deemed by the trustee necessary for the protection of the trust property; participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and, in connection therewith, deposit securities with and transfer title to any protective or other committee under such terms as the trustee deems advisable; exercise or sell stock subscription or conversion rights; and accept and retain as investments of the trust any securities or other property received through the exercise of any of the foregoing powers.
- h. Hold securities or other trust property in the trustee's own name or in the name of a nominee, with or without disclosure of the trust, or in unregistered form, so that title may pass by delivery.
- i. Deposit securities in a securities depository that is either licensed or exempt from licensing.
- j. Borrow money for any trust purpose from any person or entity, including one acting as trustee hereunder, on such terms and conditions as the trustee deems advisable, and obligate the trust for repayment; encumber any trust property by mortgage, deed of trust, pledge, or otherwise, whether for terms within or extending beyond the term of the trust, as the trustee deems advisable, to secure repayment of any such loan; replace, renew, and extend any such loan or encumbrance; and pay loans or other obligations of the trust deemed advisable by the trustee.
- k. Procure and carry, at the expense of the trust, insurance in such forms and in such amounts as the trustee deems advisable to protect the trust property against damage or loss, and to protect the trustee against liability with respect to third persons.
- l. Enforce any obligation owing to the trust, including any obligation secured by a deed of trust, mortgage, or pledge held as trust property, and purchase any property subject to a security instrument held as trust property at any sale under the instrument.
- m. Extend the time for payment of any note or other obligation held as an asset of, and owing to, the trust, including accrued or future interest, and extend the time for repayment beyond the term of the trust.
- n. The trustee may guarantee any indebtedness incurred by the settlor, individually, or by any entity owned directly or indirectly by the settlor or by the trust, as the settlor may direct.
- o. Pay or contest any claim against the trust; release or prosecute any claim in favor of the trust; or, in lieu of payment, contest, release, or prosecution, adjust, compromise, or settle any such claim, in whole or in part, and with or without consideration.
- p. At trust expense, prosecute or defend actions, claims, or proceedings of whatever kind for the protection of the trust property and of the trustee in the performance of the trustee's duties, and employ and compensate attorneys, advisers, and other agents as the trustee deems advisable.

- 9.2 Power to Retain Trust Property. The trustee shall have the power to retain property received into the trust at its inception or later added to the trust, as long as the trustee considers that retention in the best interests of the trust or in furtherance of the goals of the settlor in creating the trust, as determined from this trust instrument, but subject to the standards of the prudent investor rule as set forth in the California Uniform Prudent Investor Act, as amended from time to time.
- 9.3 Trustee's Power to Invest Property. Subject to the standards of the prudent investor rule as stated in the California Uniform Prudent Investor Act, as amended from time to time, the trustee shall have the power to invest and manage the trust assets as a prudent investor would, by considering the purposes, terms, distribution requirements, and other circumstances of the trust.
- **9.4 Power Over Unproductive Property.** The trustee shall have the power to retain or acquire unproductive or underproductive property.
- 9.5 Power to Operate Business. The trustee shall have the power to hold and operate any business or enterprise that is or becomes trust property, on such terms and for such a time as the trustee, in the trustee's discretion, deems advisable; to purchase, acquire, invest in, or otherwise participate in, any business or other enterprise on behalf of the trust; or to sell, dissolve, liquidate, or terminate any such business. The trustee shall also have the power to incorporate, reorganize, or otherwise change the form of a business or enterprise that is part of the trust, through merger or consolidation of two or more enterprises or otherwise, and to participate in that business or enterprise as a sole proprietor, as a general or limited partner, as a shareholder, or in any other capacity. Any operation, sale, purchase, acquisition, investment in, or dissolution or liquidation of a business interest, in good faith, shall be at the risk of the trust, and without liability on the part of the trustee for any resulting losses. The trustee shall also have the power to contribute capital or loan money to the business or enterprise on such terms and conditions as the trustee deems advisable.
- 9.6 Power to Operate Farm or Ranch. The trustee shall have the power to continue to hold, operate, sell, purchase, acquire, invest in, or liquidate any farming or ranch property, or any interest in farming or ranching property, whether organized as a sole proprietorship, general or limited partnership, corporation, or otherwise, on such terms and for such time as the trustee, in the trustee's discretion, deems advisable. Any such operation, sale, purchase, acquisition, investment, or liquidation, in good faith, shall be at the risk of the trust and without liability on the part of the trustee for any resulting losses. The trustee shall have all powers necessary or appropriate to carry out the management of such farming and ranching property. The trustee shall also have the power to incorporate any farming or ranching property, or any interest therein, and to hold the stock as a trust asset; to borrow money for any purpose related to the operation, or the acquisition or disposition, of any such farming or ranching interests; and to employ agents in the management and operation of that property. The net profits and losses from the farming and ranching operations conducted by the trust shall be computed in accordance with recognized methods of accounting for comparable activities. The net profits from these activities shall become trust income. The net losses from these activities shall not reduce other trust income for the fiscal or calendar year during which they occur, but shall be carried into subsequent fiscal or calendar years and reduce the net profits of the business for those years.

- 9.7 Power to Self-Deal. The trustee, acting as an individual or as a trustee of another trust not created by this trust instrument, shall have the power to perform the following acts with respect to the property of any trust under this trust instrument: purchase property from or sell property to the trust at fair market value; exchange property for trust property of equal value; lease property from or to the trust at fair rental value; lend or advance funds to the trust, with interest at then-prevailing rates, and receive security for the loans in any commercially reasonable form; and receive from any business in which the trust has an interest a reasonable salary and reimbursement of expenses while performing duties as a trustee. The trustee, acting as trustee of another trust established by the settlor or another trust established for the benefit of any one or more of the beneficiaries of the trust, shall have the power to borrow funds from the trust with interest at then-prevailing rates, and give security for the loans in any commercially reasonable form.
- 9.8 Powers Regarding Subchapter S Stock. If at any time the trust estate includes shares of stock in any corporations that have elected to be governed by the provisions of Subchapter S of Chapter 1 of Subtitle A of the IRC (IRC Section 1361 et seq.), then notwithstanding any other provision of this instrument, the trustee shall at all times manage those shares, and administer the trust estate, in a manner that will maintain the S corporation status. To satisfy this obligation, but without limiting the discretion of the trustee to take any action to protect the S corporation status, the trustee shall act as follows:
- a. Allocation or Distribution to Permitted Shareholders. The trustee shall allocate or distribute shares of S corporation stock only to those trusts or those beneficiaries that are permitted to be shareholders of an S corporation.
- b. Qualified Subchapter S Trust Provisions. If shares of S corporation stock are allocated to any trust created under this instrument and that trust does not otherwise qualify as a permitted shareholder under IRC Section 1361, then notwithstanding any other provision of this instrument, that trust (or any portion of that trust containing S corporation stock) shall be administered so as to ensure that it is a Qualified Subchapter S Trust (QSST), an Electing Small Business Trust (ESBT), or some other form of trust that qualifies as a permitted shareholder under IRC Section 1361. The S corporation stock in each such trust shall be held in separate share trusts (within the meaning of IRC Section 663(c)) for each beneficiary; and all other property in each trust shall be held in a separate trust, which shall continue to be administered in accordance with the terms of this instrument. With respect to the separate share trusts holding S corporation stock, the trustee shall make distributions of income and principal, and otherwise administer the trusts, to ensure that those trusts do not become ineligible shareholders of an S corporation. To the extent that the terms of this instrument are inconsistent with those separate share trusts qualifying as permitted shareholders of an S corporation, those terms shall be disregarded.
- c. Other Trustee Administrative Powers. The trustee shall have the power (1) to enter into agreements with other shareholders or with the corporation relating to transfers of S corporation stock or the management of the S corporation; and (2) to allocate amounts received, and the tax on undistributed income, between income and principal. During the administration of a trust holding S corporation stock, the trustee may allocate tax deductions and credits arising from ownership of S corporation stock between income and principal. In making those allocations, the trustee shall consider that the beneficiary is to have the enjoyment of the property at least equal to that ordinarily associated with an income interest.

- stock to any beneficiary unless, prior to that distribution, the beneficiary enters into a written agreement with the S corporation stating the following: (1) that the beneficiary will consent to any election to qualify the corporation as an S corporation; (2) that the beneficiary will not interfere with the S corporation maintaining its S corporation status; (3) that the beneficiary will not transfer the S corporation stock to any transferee who does not agree to execute a similar consent; (4) that the beneficiary will not transfer the stock in a manner that will cause a termination of S corporation status under the then applicable federal and state tax law and regulations; and (5) that the beneficiary will join in any attempt to obtain a waiver from the Internal Revenue Service of a terminating event on the grounds of inadvertence if S corporation status is inadvertently terminated and the S corporation or any shareholder desires that S corporation status should continue.
- e. Certificate to Bear Legend. If the trustee receives any shares of S corporation stock whose stock certificates bear a legend stating that the transfer, pledge, assignment, hypothecation, or other disposition of the stock is subject to the terms set forth in Section 9.8(d), then the stock certificates shall also bear that legend when the trustee distributes those shares of S corporation stock to a beneficiary.
- 9.9 No Duty to Segregate. 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.
- **Power to Divide or Combine Trusts.** The trustee shall have the power to divide a single trust into separate shares, each to be administered in accordance with the terms and conditions of the single trust from which they were created, when the trustee, in the trustee's discretion, determines that division is desirable or advisable in view of tax considerations (including considerations related to the income tax, the gift tax, the estate tax, or the generationskipping transfer tax) or other objectives of the trusts and their beneficiaries. The trustee shall not be required to make a physical segregation or division of the various trust shares created under this trust instrument, except as segregation or division may be required by reason of the termination and distribution of any of the trusts, but the trustee shall keep separate accounts and records for different undivided interests. The trustee, in the trustee's discretion, shall have the further power to combine two or more trusts having substantially the same terms into a single trust for purposes of administration, when tax or other factors indicate that such combination would be desirable or advisable. In deciding whether to combine trusts, the trustee should consider the generationskipping "inclusion ratio" of the trusts to be combined. Trusts having the same inclusion ratios may be combined. Trusts having different inclusion ratios should generally not be combined unless their inclusion ratios are maintained unchanged through substantially separate and independent shares of different beneficiaries, within the meaning of IRC Section 2654(b), and the applicable regulations thereunder.
- 9.11 Trustee's Power to Determine Income and Principal. Unless otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of any trust under this instrument and the apportionment and allocation of receipts, expenses, and other charges between principal and income shall be governed by the provisions of the California Uniform Principal and Income Act from time to time existing. The

trustee in the trustee's discretion shall determine any matter not provided for either in this instrument or in the California Uniform Principal and Income Act.

- 9.12 Allocation of Capital Gains to Distributable Net Income. Notwithstanding Section 9.11, the trustee may allocated realized short term capital gains and/or realized long term capital gains to either trust income or principal, and such gains shall be includible in distributable net income as defined in IRC Section 643 and the regulations thereunder (1) to the extent that such gains are allocated to income and distributed to the trust beneficiary; or (2) if such gains are allocated to principal, to the extent they are consistently treated as part of a distribution to the trust beneficiary, actually distributed to the trust beneficiary, or used by the trustee in determining the amount distributable to the trust beneficiary.
- 9.13 Early Termination of Trusts. The trustee shall have the power, in the trustee's discretion, to terminate any trust created under this trust instrument whenever the fair market value of the trust falls below One Hundred Thousand Dollars (\$100,000), or becomes so small in relation to the costs of administration as to make continuing administration uneconomical. On termination, the trustee shall distribute the principal and any accrued or undistributed net income to the income beneficiaries in proportion to their shares of the income. If no fixed amount of income is payable to specific beneficiaries, the trustee shall distribute the principal and any accrued or undistributed net income in equal shares to those beneficiaries who would then be entitled to income payments from the trust.
- 9.14 Division or Distribution in Cash or Kind. In order to satisfy a pecuniary gift or to distribute or divide trust assets into shares or partial shares, the trustee may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those 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.
- 9.15 Payment Options. If at any time any trust beneficiary is under the age of 25 years, or it appears to the trustee that any trust beneficiary is incapacitated, 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 trust 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 the beneficiary's custodian under the California Uniform Transfers to Minors Act until the beneficiary reaches the age of 25 years; to one or more suitable persons as the trustee deems proper, such as a relative of 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. If there is no custodian then-serving or nominated to serve by the settlor for a beneficiary, the personal representative or trustee, as the case may be, shall designate the custodian. The receipt of payments by any of the foregoing shall constitute a sufficient acquittance of the trustee for all purposes.
- 9.16 Trustee's Liability. No trustee shall be liable to any interested party for acts or omissions of that trustee, except those resulting from that trustee's willful misconduct or gross negligence. This standard shall also apply regarding a trustee's liability for the acts or omissions

of any co-trustee, predecessor trustee, or agent employed by the trustee. The trustee shall be entitled to indemnification and reimbursement from the trust estate for any expense, loss, damage, liability, costs or claim (including, without limitation, reasonable attorneys' fees and costs of litigation), incurred by the trustee by reason of any act performed or omitted to be performed by the trustee, if the trustee was acting in good faith in the performance of his or her duties.

- 9.17 Written Notice to Trustee. Until the trustee receives written notice of any death or other event on 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.
- 9.18 Duty to Account. A trustee (other than the settlor) shall be required to render accounts at least annually, at the termination of the trust and upon a change of trustee to each beneficiary to whom income or principal is required or authorized in the trustee's discretion to be currently distributed. The trustee may take action for the approval of the trustee's accounts at the times and before the courts, or without court proceedings, as the trustee determines in the exercise of the trustee's discretion. Any trustee's account may, at the trustee's option, either be settled pursuant to the provisions of California Probate Code Section 16060, et seq. or by sending the account to all beneficiaries of such trust, at their respective last known addresses by certified mail, return receipt requested. Unless written objections are received by the trustee within one hundred eighty (180) days of mailing such account, the account and all transactions set forth in the account shall be deemed settled and approved. The trustee shall pay the costs and expenses of such action, including the compensation and expenses of accountants, attorneys and guardians, from the principal or income, or both, of the trust as the trustee determines.
- 9.19 Disclosures Upon Settlor's Incapacity. If the settlor becomes incapacitated, the trustee shall account as provided in Section 9.18 only to the settlor, any person who may be acting as conservator of the estate of the settlor and any person who may be acting as agent under the settlor's durable power of attorney for property management, and in no event shall any such accounting be delivered to any other person who might otherwise be or become a beneficiary under this trust (unless such person shall then be acting as conservator of the estate of the settlor or as agent under the settlor's durable power of attorney for property management). Regardless of whether the settlor becomes incapacitated, the trustee shall not provide a copy of this instrument or any amendment hereto to any person other than the settlor, any person who may be acting as conservator of the estate of the settlor, and any person who may be acting as agent under the settlor's durable power of attorney for property management.
- 9.20 Co-trustee May Delegate Acts to Other Co-trustee; Delegation of Ministerial Tasks. Any co-trustee may, from time to time, delegate to the other co-trustee routine acts of trust administration and may establish bank or other accounts for the trust that will honor the signature of one or of either co-trustee. In addition, a trustee may delegate to one or more individuals who shall be named by the trustee in a signed writing, the authority to conduct the ministerial actions of the trust, including, without limitation, the authority to open any and all appropriate accounts with financial institutions and brokerage houses, the authority to move funds between accounts and the authority to sign checks on behalf of the trust.

- Power Over Digital Assets and Digital Accounts. The trustee shall have the power to take any action (including, without limitation, changing a terms of service agreement or other governing instrument) with respect to Digital Assets and Digital Accounts, including but not limited to seeking access, control or a copy of catalogues of electronic communications and the content of any electronic communications, which may be accessed by computer, smartphone or tablet, to the extent the trustee believes necessary or desirable, and as shall be permitted under applicable state and federal law. The trustee may engage experts or consultants or any other third party, and may delegate authority to such experts, consultants or third party, as necessary or appropriate to effectuate such actions with respect to Digital Assets or Digital Accounts, including, but not limited to, such authority as may be necessary or appropriate to decrypt electronically stored information, or to bypass, reset or recover any password or other kind of authentication or authorization. This authority is intended to constitute "lawful consent" to a service provider to divulge the contents of any communication under The Stored Communications Act (currently codified as 18 U.S.C. §§ 2701 et seq.), or other relevant law, to the extent such lawful consent is required, and the trustee shall be an authorized user for purposes of applicable computer-fraud and unauthorized-computer-access laws. The authority granted under this Section 9.21 is intended to provide the trustee with full authority to access and manage all of Digital Assets and Digital Accounts, to the extent permitted under applicable state and Federal law and shall not limit any authority granted to the trustee under such laws.
- 9.22 Decanting Provisions. For any trust hereunder (hereinafter the "invaded trust"), the trustee or the Trust Protector, if the trustee is an Interested Trustee, as that term is defined in subsection (i) below, may, subject to the provisions set forth in this section, exercise any power to invade the principal of the invaded trust by appointing (whether or not there is a current need to invade principal under any standard for invasion of principal set forth in the invaded trust), part or all of the principal of the invaded trust in favor of a trustee of another trust (referred to as the "appointed trust," and defined further below), for the benefit of one, more or all of those beneficiaries for whom the principal of the invaded trust may be currently paid to the exclusion of any one or more of such beneficiaries. If the then acting trustee is an Interested Trustee, then the power to decant granted under this section shall be given to the Trust Protector. The exercise of the power to invade the principal of a trust under this section shall be subject to the following additional provisions:
- a. Beneficiaries. The current beneficiaries of the appointed trust shall be one, more than one or all of the current beneficiaries of the invaded trust and the successor and remainder beneficiaries of the appointed trust shall be one, more than one or all of the successor or remainder beneficiaries of the invaded trust. If a beneficiary includes a class of persons, such class shall include any person who falls within the class of persons after the payment to the appointed trust. The appointed trust may grant to one or more of the beneficiaries of the appointed trust a power of appointment.
- b. Property Appointed. If all of the assets of the invaded trust are to be paid to the appointed trust under the applicable appointment, then the exercise of the power by the trustee or Trust Protector under this section shall apply both to (1) all of the assets currently comprising the principal of the invaded trust, including undistributed accumulated income, and (2) to all assets subsequently paid to or acquired by the invaded trust after the payment to the appointed trust, unless the trustee or Trust Protector who so appoints the principal of the invaded trust

provides otherwise in writing at the time of appointment. If only a portion of the trust assets of the invaded trust is to be paid over to the appointed trust under the applicable appointment, then subsequently discovered assets of the invaded trust or assets subsequently paid to or acquired by the invaded trust shall remain assets of the invaded trust, unless the trustee or Trust Protector who so appoints the principal of the invaded trust provided otherwise at the time of appointment.

- c. Prohibitions Under Instruments. The exercise of the power to invade the principal of a trust under this section shall not be treated as prohibited by any provision in the invaded trust instrument that prohibits amendment or revocation of the trust or that constitutes a spendthrift clause. Nor shall the provisions of this section be construed to abridge the right of any trustee or Trust Protector to appoint property in further trust that arises under any statutory law or under common law, or as directed by any court having jurisdiction over the invaded trust.
- d. No Alteration of Trustee Rights or Duties. The trustee or Trust Protector, acting pursuant to the authority granted under this section, may not exercise a power to decrease or indemnify against his or her liability or exonerate himself or herself from liability for failure to exercise the duty of care, diligence and prudence otherwise applicable to the trustee or Trust Protector or to make a binding and conclusive fixation of the value of any asset for purposes of distribution, allocation or otherwise. Furthermore, the trustee or Trust Protector may not exercise a power to change the provisions regarding the determination of compensation of any trustee of the appointed trust; compensation to the trustee of the appointed trust may continue and shall be determined in the same manner as the invaded trust. No trustee shall receive any paying commission with respect to property transferred pursuant to this section.
- Qualifications for Deductions. If any contribution to the invaded trust e. qualified for the annual exclusion under IRC Section 2503(b), the marital deduction under IRC Section 2056(a) or 2523(a), or the charitable deduction under IRC Section 170(a), 2055(a) or 2522(a), is a direct skip whether or not a nontaxable gift under IRC Section 2642(c), or qualified for any other specific tax benefit that would be lost by the existence of the authorized trustee's or Trust Protector's authority under this section for income, gift, estate or generation-skipping transfer tax purposes under the IRC, then the trustee or Trust Protector shall not (1) have the power to invade the principal of the trust pursuant to this section in a manner that would prevent the invaded trust from qualifying for or would reduce the exclusion, deduction, nontaxable gift or other tax benefit which was originally claimed with respect to that contribution, (2) have the power to make a change, including the grant of a power of appointment, that will result in (a) a change or modification of any standard of payment to or for one or more of the beneficiaries of the invaded trust or (b) a reduction, limitation or other change in any beneficiary's right to a mandatory distribution of income, a mandatory annuity or unitrust interest, a right annually to withdraw a percentage of the value of the trust or a right annually to withdraw a specified dollar amount provided that such mandatory or annual right has already come into effect with respect to the beneficiary. Notwithstanding the foregoing (2) but subject to (1), the trustee or Trust Protector may pay to an appointed trust that is a supplemental needs trust.
- f. Rule Against Perpetuities. The trustee or Trust Protector exercising the authority granted under this section may not make a change that will violate any rule against perpetuities or similar rule limiting the duration of trusts applicable to the invaded trust and may

not make a change that will disqualify a trust which owns S corporation stock and is a permitted shareholder under IRC Section 1361(c)(2) from being a permitted shareholder.

- g. Appointed Trust. The term "appointed trust" shall mean an irrevocable trust other than the invaded trust to which principal is appointed under this section, including, but not limited to, a new trust created by the trustee or Trust Protector, as applicable.
- h. Procedure. The exercise of the power to invade the principal of a trust under this section shall be by an instrument in writing which is signed and acknowledged by the authorized trustee. The instrument exercising the power shall be maintained with the records of the invaded trust and may be filed with any court having jurisdiction over the invaded trust.
- i. Definition of Interested Trustee. An "interested trustee" means, for any trust, a trustee who is (i) a transferor of property to that trust, including a person whose qualified disclaimer resulted in property passing to the trust; or (ii) a person who is, or in the future may be, eligible to receive income or principal pursuant to the terms of the trust. A trustee described in (i) is an interested trustee only with respect to the transferred property (including income and gain on and reinvestment of, such property). A person is described in (ii) if the person's only interest is as a potential appointee under a non-fiduciary power of appointment held by another person, the exercise of which will take effect only in the future, such as a testamentary power held by a living person.
- j. No Duty to Act. Nothing in this section shall be construed as creating or implying a duty on any trustee or Trust Protector acting hereunder to exercise a power to invade principal and no inference of impropriety shall be made as a result of such individual not exercising the power conferred under this section.

ARTICLE 11 SIGNATURE AND EXECUTION

I certify that I have read the foregoing declaration of trust and that it correctly states the terms and conditions under which the trust estate is to be held, administered, and distributed. As settlor of the trusts created by this declaration of trust, I approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions. As trustee of the trusts created by this declaration of trust, I approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions.

Executed on _______, 2023, at San Francisco, California.

SETTLOK-TRUSTEE

Norman Armour III

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 Saw Francis co) ss.)
*	
personally appeared Norman Armour III , we to be the person(s) whose name(s) is/are subseme that he/she/they executed the same in	A. BHATIA , Notary Public, who proved to me on the basis of satisfactory evidence scribed to the within instrument and acknowledged to his/her/their authorized capacity(ies), and that by the person(s), or the entity upon behalf of which the
I certify under PENALTY OF PERJURY foregoing paragraph is true and correct.	under the laws of the State of California that the
WITNESS my hand and official seal.	A. BHATIA Commission # 2372648 San Francisco County California - Notary Public Comm. Exp. AUG. 28, 2025
a. What	(Seal)
Notary Public	