

**CERTIFICATE OF TRUST**  
**THE JON S. KELLY ADMINISTRATIVE TRUST**  
**(California Probate Code Section 18100.5)**

Gregory Gene Kelly, Scott G. Nichols and Stephen Fleming hereby declare under penalty of perjury under the laws of the State of California and certify that:

1. Jon S. Kelly, as Settlor and Trustee, established the Sixth Amended and Restated Jon S. Kelly Trust dated June 2, 2020 (the "Trust").

2. Gregory Gene Kelly, Scott G. Nichols, and Stephen Fleming are all of the currently acting Co-Trustees of the Trust.

3. The Trust is an irrevocable trust. This Certificate is a true and correct representation of the terms of the Trust.

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 The Trust has not been revoked, modified, or amended in any manner which would cause the representations contained herein to be incorrect.

5. Any one of the Co-Trustees may sign checks on behalf of the Trust.

6. The Trust identification number is 85-6411453.

7. Title to assets of the Trust should be taken in the following form at the direction of the Trustee:

**"Gregory Gene Kelly, Scott G. Nichols, and Stephen Fleming,  
Co-Trustees of The Jon S. Kelly Administrative Trust"**

8. Under the terms of the Trust, the Co-Trustees' powers include the powers set forth in Exhibit A attached hereto and incorporated herein by reference. The Co-Trustees' powers also include all other powers and authority granted to trustees under the California Probate Code, as amended from time to time.

9. This Certificate is intended to serve as a "Certification of Trust" under California Probate Code section 18100.5, as amended. Its purpose is to certify the existence of the Trust, the identity and powers of the Trustee, the manner of taking title to assets, and to summarize some of the more important provisions of the Trust so that the Trustee can deal with third parties, such as financial institutions, stock transfer agents, brokerage houses, title companies, insurance companies, and others, without disclosing the entire Trust, which is a private and confidential document.

10. All third parties dealing with the Trustee may rely on this Certificate as a true statement of the provisions of the Trust described herein as of the date this Certificate is presented to such third party (regardless of the date of execution of this Certificate), unless the

third party has actual knowledge that the representations contained herein are incorrect. The Trustee is expressly authorized to sue a third party who fails to rely on this Certificate and to demand damages, including punitive damages, on behalf of the Trust for such non-reliance.

Executed at Sacramento, California, on July 28, 2020.

  
\_\_\_\_\_  
Gregory Gene Kelly, as Co-Trustee of The Jon S.  
Kelly Administrative Trust

  
\_\_\_\_\_  
Scott G. Nichols, as Co-Trustee of The Jon S. Kelly  
Administrative Trust

  
\_\_\_\_\_  
Stephen Fleming, as Co-Trustee of The Jon S. Kelly  
Administrative Trust

## ACKNOWLEDGMENTS


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.

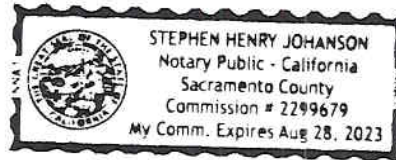
State of California           )  
County of Sacramento       ) ss:

On July 28, 2020, before me, Stephen Henry Johanson, notary public, personally appeared Gregory Gene Kelly, 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.

 (SEAL)




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.

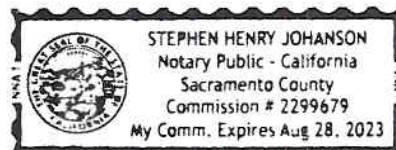
State of California           )  
County of Sacramento       ) ss:

On July 28, 2020, before me, Stephen Henry Johanson, notary public, personally appeared Scott G. Nichols, 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.

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State of California            )  
County of Sacramento       ) ss:

On July 28, 2020, before me, Stephen Henry Johanson, notary public, personally appeared Stephen Fleming, 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.

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 (SEAL)



## EXHIBIT A

### ARTICLE 6 TRUSTEE MANAGEMENT POWERS

6.1 Introduction: For all trusts under this instrument, the Trustees shall have the management powers set forth below in addition to those powers now or hereafter conferred by law.

6.2 Retain or Abandon Property: The Trustees shall have the power to continue to hold any property, including shares of the Trustees' own stock, or to abandon any property that the Trustees receive or acquire.

6.3 Unproductive Property: Except when specifically restricted, the Trustees shall have the power to retain, purchase, or otherwise acquire unproductive property.

6.4 Sell, Exchange, and Repair: The Trustees shall have the power to manage, control, grant options on, sell (for cash or on deferred payments with or without security), convey, exchange, partition, divide, improve, and repair trust property.

6.5 Lease: The Trustees shall have the power to lease trust property for terms within or beyond the terms of the trust and for any purpose, including exploration for and removal of gas, oil, and other minerals and to enter into community oil leases, pooling, and utilization agreements.

6.6 Investments - General Power: The Trustees shall have the power to invest and reinvest the Trust Estate in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind including federal, agency and municipal obligations, stocks, preferred or common, shares in investment trusts, investment companies, mutual funds, exchange traded funds, future contracts, stock options, mortgage participations, life insurance policies on the life of any beneficiary that men of prudence, discretion, and intelligence acquire for their own account, and any common trust fund administered by the Trustees. The Trustees shall have the power to invest and reinvest securities on margin.

6.7 Securities: The Trustees shall have all the rights, powers, and privileges of an owner of the securities held in trust, including, but not by way of limitation, the power to vote, give proxies, and pay assessments; to participate in voting trusts and pooling agreements (whether or not extending beyond the term of the trust); to enter into shareholders' agreements; to consent to foreclosure, reorganizations, consolidations, merger liquidations, sales, and leases, and, incident to any such action, to deposit securities with and transfer title to any protective or other committee on such terms as the Trustees may deem advisable; and to exercise or sell stock subscription or conversion rights.

6.8 Investment Funds: The Trustees shall have the power to invest in mortgage participations, in shares of investment trusts and regulated investment companies, including any under the control of any investment counsel employed by the Trustees, in mutual funds, money



market funds, exchange traded funds and index funds that investors of prudence, discretion, and intelligence acquire for their own account.

6.9 Nominee's Name: The Trustees shall have the power to hold securities or other property in the Trustees' name as Trustees under this trust, or in the Trustees' own name, or in the name of a nominee, or the Trustees may hold securities unregistered in such condition that ownership will pass by delivery.

6.10 Insurance: The Trustees shall have the power to carry, at the expense of the trust, insurance of such kinds and in such amounts as the Trustees deem advisable to protect the Trust Estate against any damage or loss and to protect the Trustees against liability with respect to third parties.

6.11 Borrow - General: The Trustees shall have the power to borrow money and to encumber or hypothecate trust property by mortgage, deed of trust, pledge, or by otherwise securing the indebtedness of the trust or the joint indebtedness of the trust and a co-owner of trust property.

6.12 Loan: The Trustees shall have the power to loan money to any person, including a trust beneficiary or the estate of a trust beneficiary, at prevailing interest rates and with or without security as the Trustees deem advisable.

6.13 Bonds - Limitations: The Trustees shall have the power to purchase bonds either at a premium or at a discount. For bonds purchased at a premium, the Trustees shall, in a reasonable manner, periodically repay to principal each premium from interest on the bond or sale or redemption proceeds. For bonds purchased at discounts, the Trustees shall periodically accumulate each discount as interest and, to the extent necessary, pay such discount out of principal or from the sale or redemption proceeds.

6.14 Invest in Life Insurance: The Trustees shall have the power to acquire and maintain life insurance policies on the life of any person, including a trust beneficiary, and to exercise all rights of ownership granted to such policies.

6.15 General Partnership Restriction: The Trustees, in the Trustees' absolute discretion, may elect to act only as a limited partner of any general partnership in the trust and may take any action necessary to effect this election.

6.16 Treasury Bonds - Special Tax Redemptions: The Trustees shall have the power 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 a Settlor in such amounts as the Trustees deem advisable. The Trustees shall exercise this discretion if the Trustees believe that a Settlor is in substantial danger of death, and the Trustee may borrow funds and give security for such purchase. The Trustees 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 Trustees shall not be liable to a Settlor, any heir, or any beneficiary of this trust for losses resulting from purchases made in good faith. The Trustees shall redeem such obligations to the fullest extent possible in payment of a Settlor's federal estate tax liability.