

CERTIFICATE OF TRUST

The undersigned Trustors/Settlors and Trustees hereby certify the following:

1. This Certification of Trust refers to the **LUDWIG FAMILY REVOCABLE TRUST, DATED AUGUST 7, 2008**, and any amendments thereto, executed by **George W Ludwig** and **Kathryn K Ludwig** as Trustors/Settlors.

Any property owned by the Trust may be taken in the name of **George W Ludwig and Kathryn K Ludwig, as Trustees of Ludwig Family Revocable Trust, dated August 7, 2008.**

2. The address of the Trustors/Settlors is:

1 Beach Drive SE Unit 804 St. Petersburg, FL 33701

3. The initial Trustee(s) of the Trust is/are:

George W Ludwig and Kathryn K Ludwig

4. The Trustee(s) currently serving are:

George W Ludwig and Kathryn K Ludwig

5. If more than one Trustee is currently serving, the Trust _____ does X does not authorize any Co-Trustee to make decisions and bind the Trust in the exercise of all powers and discretion granted to the Trustees without the consent of any other Co-Trustee.

6. With respect to real property, the Trustees are authorized under the Trust Agreement to:

- ☒ hold/acquire title to real property
- ☒ sell/convey real property
- ☒ encumber/mortgage real property
- ☒ lease real property
- ☒ otherwise deal with interests in real property

in the name of and on behalf of the Trust.

7. In addition to the above powers, the Trustee(s) has/have the power to: **None specified**

8. All powers of the Trustees are fully set forth in **Article XIV (Pages 12 & 13)** of the Trust Agreement which is attached hereto.

9. Check the applicable box:

☒ The Trust is REVOCABLE. The party/parties holding the power of revocation is/are **George W Ludwig and Kathryn K Ludwig.**

☐ The Trust is IRREVOCABLE.

10. No person or entity paying money to or delivering power to the Trustee(s) shall be required to see its application. All persons relying on this document regarding the Trustees and their respective powers over trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certificate of Trust shall be just as valid as the original.

11. This Certification of Trust is being made to certify the powers of the Trust relating to real property. Statements herein are made as sworn statements and may violate state and federal law if falsely made.

12. The parties hereby certify that the Trust has not been revoked and there have been no amendments or modifications thereto which terminate, revoke, substitute or otherwise amend the Trustees named herein or otherwise limit the powers of the Trustees over trust property.

The undersigned certify that the statements in this Certification of Trust are true and correct and that it was executed in **Shelby** County, Alabama.

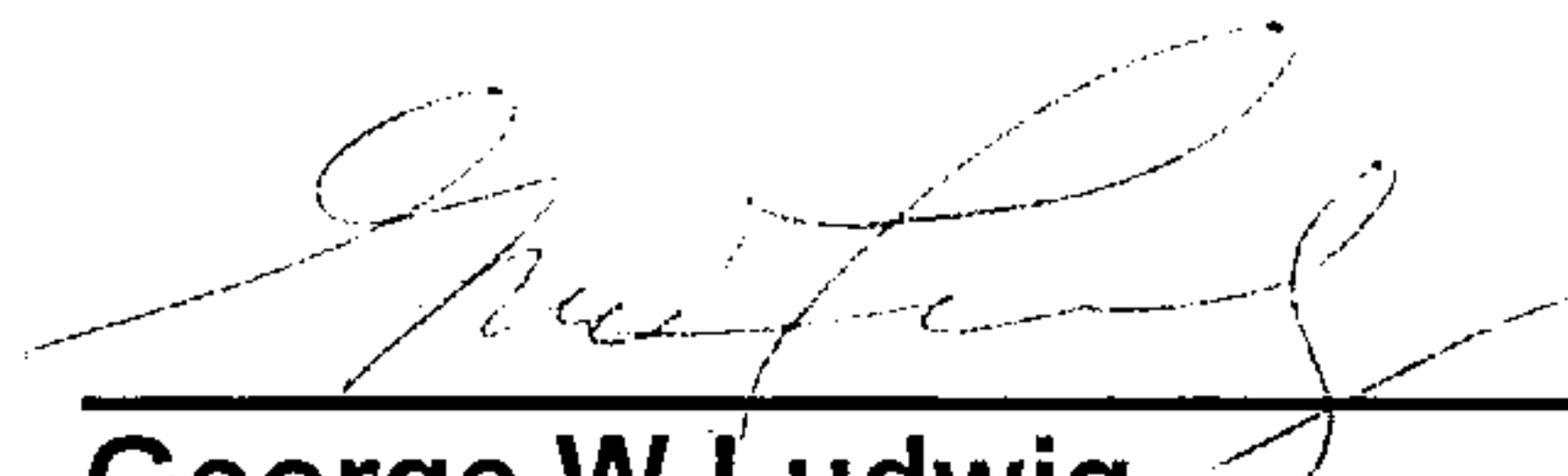
In Witness Whereof, we have hereunto set our hands and seals on this the 9th day of December, 2021.


Trustors/Settlors:


George W Ludwig


Kathryn K Ludwig

Trustees:


George W Ludwig

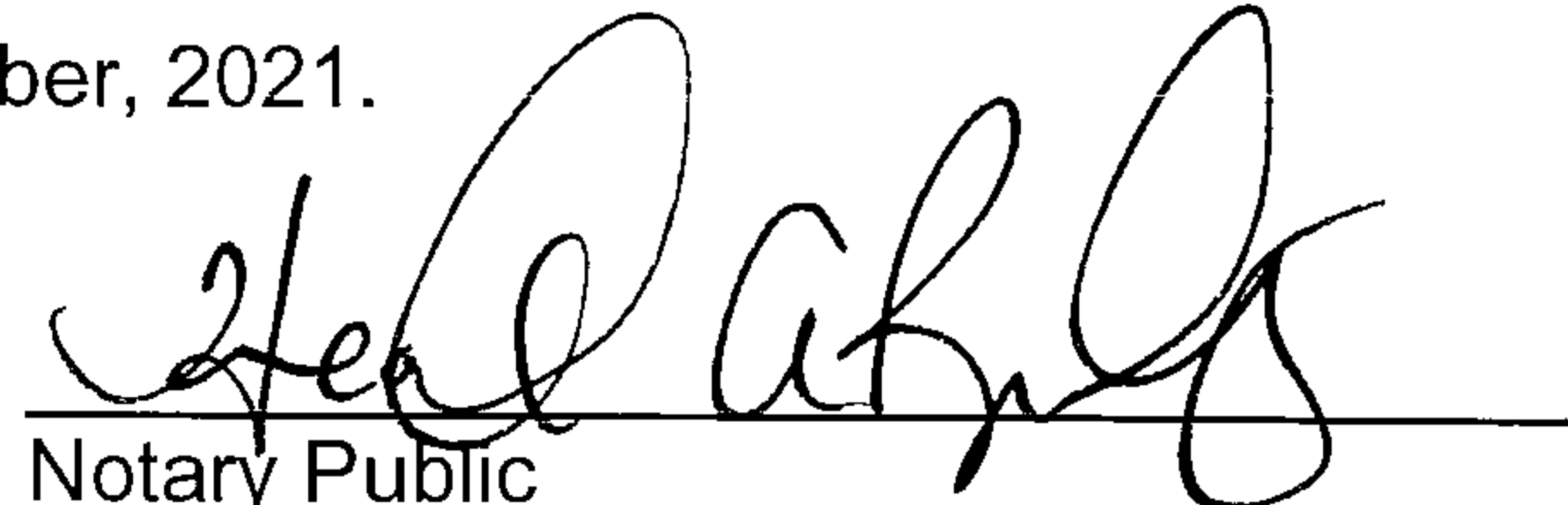

Kathryn K Ludwig

STATE OF ALABAMA

COUNTY OF SHELBY

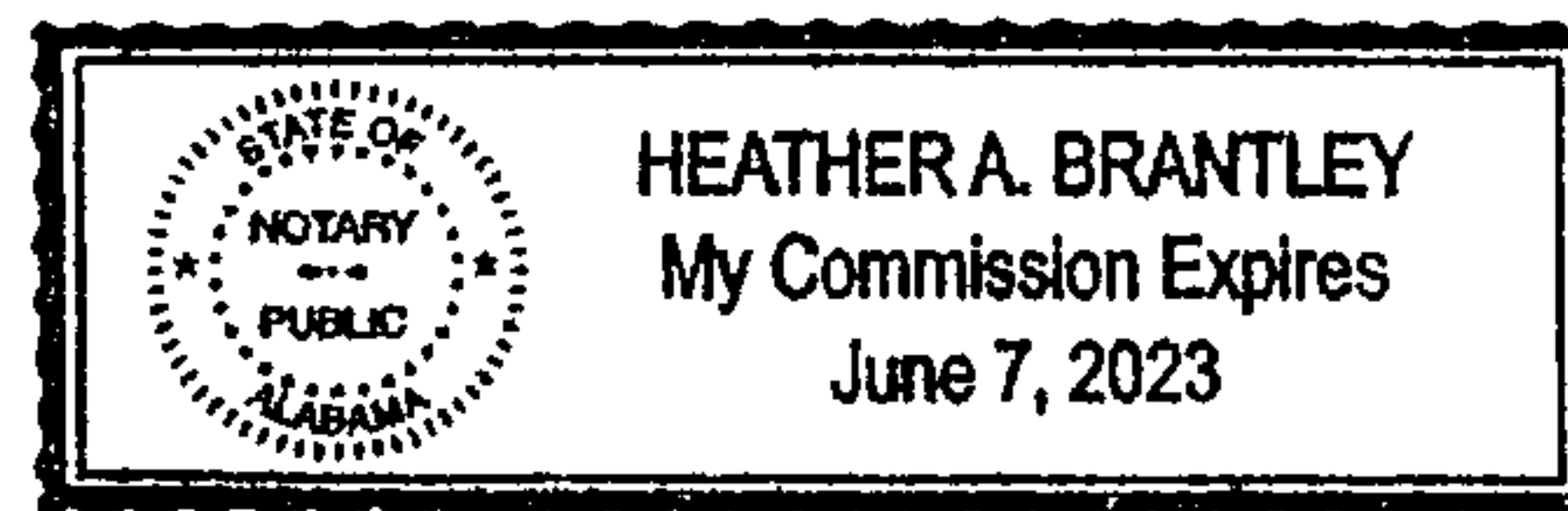
I, the undersigned, a Notary Public in and for said County and State, hereby certify that **George W Ludwig and Kathryn K Ludwig**, Trustors/Settlors and **George W Ludwig and Kathryn K Ludwig, Trustees**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand on this 9th day of December, 2021.



Notary Public
My Commission Expires: _____

This instrument was prepared by:
B. Christopher Battles
3150 Highway 52 West
Pelham, AL 35124



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served in the manner provided in the Florida Rules of Civil Procedure relating to service of pleadings subsequent to the initial pleading. The notice may be served on a legal representative or natural guardian of a beneficiary without the filing of any proceeding or approval of any court.

B. In the event of the resignation, refusal, inability, or termination of services of all Trustees when no successor Trustee is designated above, a majority in number of such adult income beneficiaries, or such guardian, conservator, or fiduciary of the estate of an incompetent adult beneficiary or minor income beneficiary, as the case may be, shall appoint a successor Trustee to administer the trust.

C. Upon acceptance of the appointment by any successor Trustee, the prior Trustee shall pay over, deliver, assign or convey to the successor Trustee all the trust property and make a full and proper accounting pursuant to Florida Statutes, whereupon the prior Trustee shall have no further responsibility.

D. Any successor Trustee hereunder shall have all the title, powers and discretion of the Trustee succeeded, without the necessity of any conveyance or transfer.

E. Any successor Trustee shall not be under a duty to examine, verify, question or audit the books or accounts or transactions of the Trustee succeeded, nor shall any such Trustee have any responsibility for any act or omission of such predecessor.

ARTICLE XIV
POWERS OF TRUSTEE

The Settlers hereby grant to the Trustee with respect to each trust created hereunder, in addition to those powers conferred by law, the following powers to be exercised without authority from any court, in dealing with any and all property, real or personal, forming a part of any trust created hereunder, including property held for minors: to retain such property for so long as the Trustee may deem advisable, to abandon such property or to sell such property for

- 12 -


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cash or credit at public or private sale or to grant options, to lease property regardless of the fact that the term of any such lease may extend beyond the term of any trust created hereunder, to distribute such property in cash or in kind or both and to value such property to the extent permitted by law, to invest in any property regardless of whether authorized by law for investment of trust funds, to borrow money for any lawful purpose from any lender (including the Co-Trustees) and to pledge, encumber and mortgage trust assets to secure any debt, or to settle claims, and to do all acts although not specifically listed herein deemed necessary and advisable for the proper management, investment and distribution of such property. The Co-Trustees are specifically given the power to open a margin account at any brokerage house.

The Co-Trustees are authorized to borrow money, with or without security, and mortgage or pledge trust property for a period within or extending beyond the duration of the trust and advance money for the protection of the trust (Florida Statute §736.0816(6)).

The Co-Trustees are authorized to employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate.

Whenever the words "Trustee" or "Trustees" are used in this trust agreement, such word or words shall mean the singular or the plural wherever the context so requires or permits.

In the event this Trust provides for more than one Trustee, the exercise of any and all powers, authorities, discretions and rights granted to said Trustees shall not be construed to require the Trustees to act in unison in order to exercise any trust power, but each Trustee may individually exercise any of the trust powers.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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[Signature]
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Allen S. Bayl