

Certificate of Trust

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Shelby Cnty Judge of Probate, AL
09/09/2016 02:39:11 PM FILED/CERT

Come now BETTY JEAN GLASS, also known as Betty J. Glass and Betty Brown Glass, and DAVID ALAN GLASS, TRUSTEES of the BETTY JEAN GLASS REVOCABLE LIVING TRUST dated August 26, 2016 (the "Trust"), and first being duly sworn, states, affirms and declares as follows:

- 1) The following trust is the subject of this Certificate:

BETTY JEAN GLASS REVOCABLE LIVING TRUST dated
August 26, 2016

- 2) The name and address of the currently acting trustees of the trust are as follows:

Name: Betty Jean Glass
Address: 319 Willow Crest Lane
Birmingham, AL 35244

Name: David Alan Glass
Address: 2281 Ascot Lane
Birmingham, AL 35216

- 3) The trust is currently in full force and effect.
- 4) Attached to this Certificate and incorporated in it are selected provisions of the Trust evidencing the following:

a)	Article I	Name of Trust
b)	Article III	Designation of Trustee
c)	Article IV	Trustors' Lifetime Rights (Revocability of Trust)
d)	Article VII	General Provisions
e)	Article IX	Trustee Powers
f)	Article XII	Trustee Administration


- 5) The trust provisions which are not attached to this Certificate are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustees.
- 6) The signatory of this Certificate is currently the acting Trustee of the Trust and declares that the foregoing statements and the attached trust provisions are true and correct copies of the provisions of the Trust.

Sworn to and subscribed by the undersigned Trustee on this the 26 day of August, 2016

Betty Jean Glass
BETTY JEAN GLASS, Trustee

David Alan Glass
DAVID ALAN GLASS, Trustee

STATE OF ALABAMA)
)
SHELBY COUNTY)


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Before me, the undersigned, a Notary Public in and for said State and County, personally appeared BETTY JEAN GLASS, as Trustee of the BETTY JEAN GLASS Revocable Living Trust, whose name is signed to the foregoing instrument and who is known to me acknowledged before me on this day that being informed of the contents of the instrument, such individual executed the same voluntarily for and as the act of such individual in such capacity.

Given under my hand and official seal, this the 26th day of August, 2016.

Diana Dupree Boyd
Notary Public
My Commission expires: **DIANA DUPREE BOYD**
Notary Public, Alabama State At Large
My Commission Expires May 12, 2020

STATE OF ALABAMA)
)
SHELBY COUNTY)

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared DAVID ALAN GLASS, as Trustee of the BETTY JEAN GLASS Revocable Living Trust, whose name is signed to the foregoing instrument and who is known to me acknowledged before me on this day that being informed of the contents of the instrument, such individual executed the same voluntarily for and as the act of such individual in such capacity.

Given under my hand and official seal, this the 26th day of August, 2016.

Diana Dupree Boyd
Notary Public
My Commission expires: **DIANA DUPREE BOYD**
Notary Public, Alabama State At Large
My Commission Expires May 12, 2020

This Instrument was prepared by:
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BETTY JEAN GLASS REVOCABLE LIVING TRUST

I, **BETTY JEAN GLASS**, also known as Betty Brown Glass and Betty J. Glass, on this the 26 day of August, 2016, hereby declare that, for and in consideration of the sum of One Dollar and other good and valuable consideration received by me, the adequacy and sufficiency of which is hereby acknowledged, have transferred and paid over unto the Trustee hereafter named ("Trustee" whether one or more are serving), and by these presents do transfer, convey, pay over and deliver unto the Trustee, property to be held pursuant to the terms of this Trust Instrument, such property being described on Exhibit "A" attached hereto and made a part hereof;


TO HAVE AND TO HOLD the same and such other property as the Trustee may subsequently acquire pursuant to the power and authority herein given to the Trustee (all of which for convenience will be referred to as the "Trust Estate") unto the Trustee but in trust, nevertheless, for the uses and purposes, upon the terms and conditions and with the powers and duties hereinafter stated.

ARTICLE I

NAME OF TRUST

The name of this trust is the "**BETTY JEAN GLASS REVOCABLE LIVING TRUST**," hereinafter referred to as the "trust."

ARTICLE III
TRUSTEE


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A. ***Designation of Trustee.*** I hereby designate and appoint **DAVID** and me as Trustees of the trust hereunder. **DAVID** shall serve as Trustee until my death, whereupon **DAVID, DONNA** and **SHANNON**, or the survivor(s) as among them, will serve as Trustees. If **DAVID** should be unable to serve as Trustee with me for any reason, **DONNA** and **SHANNON** or the survivor as between them shall serve as co-Trustees with me.

B. ***Incapacity of Trustee.*** Notwithstanding any other provision of this instrument, an individual shall cease to serve as a Trustee immediately if such individual becomes incapacitated, such incapacity to be determined as hereinafter provided or as otherwise provided by law. The foregoing shall not be the sole method of removing a Trustee.

ARTICLE IV
TRUST DURING MY LIFETIME

A. ***Distributions.*** My Trustee shall hold the Trust Estate in trust for my use and benefit during my lifetime. The Trustee shall pay to me such amounts of the income and principal thereof as may be necessary or desirable, in the sole discretion of the Trustee, for my maintenance, support, health and education, taking into consideration other income, resources, or financial assistance available from all other sources and such other circumstances and factors deemed pertinent by the Trustee. In addition, the Trustee shall distribute to me such amounts of the income and principal as I shall request from time to time, provided I am not incapacitated, such incapacity to be determined as hereinafter provided or as otherwise provided by law. Any

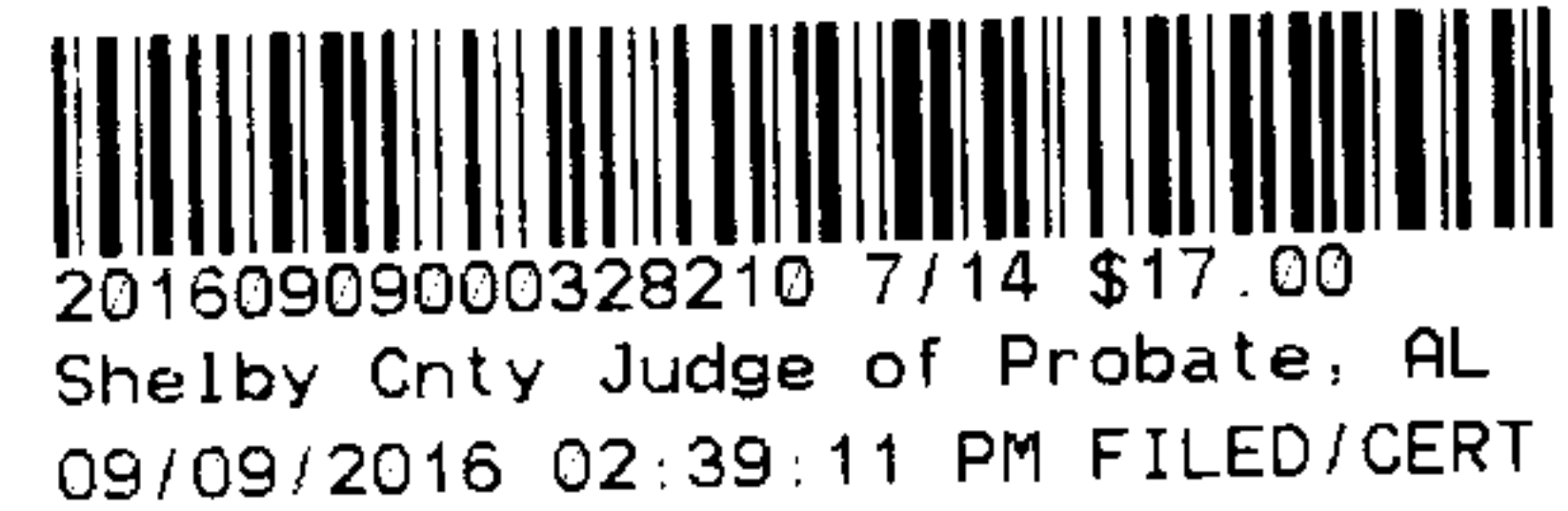
part of the net income not distributed during a calendar year shall be accumulated and added to the principal of said trust, being thereafter invested and treated in all respects as a part thereof.

B. ***Distributions if I am Incapacitated.*** During any period in which I am incapacitated:

1. The Trustee shall distribute to me, or apply for my benefit, such amounts of net income and principal, even to the extent of exhausting principal, as the Trustee determines from time to time to be required for my health, maintenance, support, and education, adding any undistributed net income to principal from time to time, as the Trustee determines.

2. The Trustee, in the Trustee's discretion, may make such gifts from principal to any one of me and my descendants, other than the Trustee, and any charities as the Trustee determines to be desirable under the circumstances (including tax planning considerations), if such action is not significantly detrimental to my welfare. In making such gifts, the Trustee, acting as my agent, shall first withdraw from principal the property to be given and then transfer that property on my behalf to the donee, and this power shall not be affected by my disability. Gifts need not be equal or equalized, none shall be considered advancements and no person shall have standing to complain of any gift made or not made.

ARTICLE VII
GENERAL PROVISIONS



A. ***Form of Distributions.*** Distributions from the trusts created hereunder and the division of any such trust into separate shares or trusts shall be made in the sole discretion of my Trustee, as the case may be, in cash, in kind, or partly in cash and partly in kind, on a pro rata basis or on a non-pro rata basis, including undivided interests in property, without regard to the basis for income tax purposes of any property so distributed or divided in kind. It is my intention that my Trustee may choose which assets shall be used to fund such distribution or such separate shares or trusts, without being required to fund a distribution, share or trust with a pro rata portion of each asset. Such distributions and divisions and the values therefor established by my Trustee shall be final and binding on all persons.

B. ***HIPAA.*** I specifically authorize the Trustee to request and obtain access to any and all records from whatever source and in whatever form concerning my health, physical or mental condition, any medications, procedures, surgeries, course of treatment and any other information whatsoever regarding any information that may be covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations thereunder, as the same may be amended from time to time.


C. ***Partial Invalidity.*** The invalidity of any of the terms, conditions, or provisions hereof, or of any limitation over or interests intended to be given or made hereunder, whether in whole or in part, shall not be construed materially to disturb the plan of distribution herein

created or to affect the validity of any other provision hereof, or of any other limitation over, gift or interest herein given.

D. ***Construction and Situs.*** This trust is created in and is to be construed under the laws of the State of Alabama. The Trustee may change the situs of the trust, and to the extent necessary or appropriate, move the trust assets to a State or country other than the one in which the trust is then administered if the Trustee shall determine it to be in the best interests of the trust or the beneficiaries. The Trustee may elect that the law of such other jurisdiction shall govern the trust to the extent necessary or appropriate under the circumstances.

ARTICLE IX

POWERS OF TRUSTEE


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A. ***General Powers.*** The Trustee shall hold and manage the trust and all shares thereof, with all of the powers and authority the Trustee would have if the Trustee were the absolute owner thereof, including but not limited to the following powers:

1. To collect the income therefrom.
2. To compromise, adjust and settle in the discretion of the Trustee any claim in favor of or against the trust.
3. To hold any property or securities originally received by the Trustee as a part of the trust or to which the Trustee may become entitled by virtue of incorporation, liquidation, reorganization, merger, consolidation or change of charter or name, including any stock or interest in any family corporation, partnership or enterprise, so long as the Trustee shall consider the retention for the best interests of the trust.
4. To sell, auction, convey, exchange, lease or rent for a period beyond the possible termination of the trust (or for a shorter period) for improvement or otherwise, or to grant options for or in connection with such purposes, or otherwise dispose of, all or any portion of the trust, in such manner and upon such terms and conditions as the Trustee may approve.
5. To invest and reinvest the trust and the proceeds of sale or disposal of any portion thereof, in such loans, bonds, stocks, mortgages, common trust funds, securities, shares of regulated investment companies or trusts, or other property, real or personal, or to purchase options for such purposes, or to exercise options, rights, or warrants, to purchase securities or other property, as to the Trustee may seem suitable.



6. To hold, retain or acquire property or securities which in the opinion of the Trustee is for the best interests of the trust, without regard to any statutory or constitutional limitation applicable to the investment of trust funds.

7. To vote any corporate stock held hereunder in person, or by special, limited or general proxy, with or without power of substitution, or to refrain from voting the same, and to waive notice of any meeting and to give any consent for or with respect thereto.

8. To continue or dispose of any business enterprise without liability therefor, whether such enterprise be in the form of a sole proprietorship, partnership, corporation or otherwise, and to develop, add capital to, expand or alter the business of such enterprise, to liquidate, incorporate, reorganize, manage or consolidate the same, or change its charter or name, to enter into, continue or extend any voting trust for the duration of or beyond the term of the trust, to appoint directors and employ officers, managers, employees or agents (including any Trustee or directors, officers or employees thereof) and to compensate and offer stock options and other employee or fringe benefits to them, and in exercising the powers in relation to such business enterprise, to receive extra or extraordinary compensation therefor.

9. To subdivide or otherwise develop, and to change the use or purpose of, any real estate constituting a part of the trust into residential, recreational, commercial, cemetery, or other usage, to construct, alter, remodel, repair or raze any building or other improvement located thereon, to release, partition, vacate, abandon, dedicate or adjust the boundaries as to any such property.

10. To operate farms and woodlands with hired labor, tenants or sharecroppers, to acquire real estate, crop allotments, livestock, poultry, machinery, equipment, materials and any other items of production in connection therewith, to clear, drain, ditch, make roads, fence and plant part or all of such real estate, and to employ or enter into any practices or programs to conserve, improve or regulate the efficiency, fertility and production thereof, to improve, sell, auction or exchange crops, timber or other product thereof, to lease or enter into other management, cutting, production or sales contracts for a term beyond the possible termination of the trust or for a shorter period, to employ the methods of carrying on agriculture, animal husbandry and silviculture which are in use in the vicinity of any of such real estate or which the Trustee otherwise shall deem appropriate, to make loans or advances at interest for production, harvesting, marketing or any other purpose hereunder, in such manner and upon such terms and conditions as the Trustee may approve, and in general to take any action which the Trustee shall deem necessary or desirable in such operation of farms and woodlands.

11. To drill, explore, test, mine or otherwise exploit oil, gas, or other mineral or natural resources, to engage in absorption, repressuring, and other production, processing or secondary recovery operations, to install, operate and maintain storage plants and pipelines or other transportation facilities, to engage in any of the above activities directly under such business form as the Trustee may select or to contract with others for the performance of them, and to enter into and execute oil, gas and mineral leases, division and transfer orders, grants, farm-out, pooling or unitization agreements, and such other instruments or agreements in connection therewith as the Trustee shall deem necessary or desirable.

12. To borrow money for such time and upon such terms as the Trustee shall see fit, without security or on mortgage of any real estate or upon pledge of any personal property held hereunder, and to execute mortgages or collateral agreements therefor as necessary.

13. To advance money to any trust created hereunder for any purpose of the trust, and to repay the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.

14. To hold money in the custody of the Trustee while awaiting distribution or investment under the terms hereof, even though such money be commingled with the funds of the Trustee (in which case the Trustee shall keep a separate account of the same), and the Trustee shall not be required to pay interest thereon.

15. To appoint, employ, remove and compensate such attorneys, agents and representatives, individual or corporate, as the Trustee shall deem necessary or desirable for the administration of the trust, and to treat as an expense of the trust any compensation so paid.

16. To hold property or securities in bearer form, in the name of the Trustee, or in the name of the nominee of the Trustee, without disclosing any fiduciary relation.

17. To keep any property constituting a part of said trust properly insured against hazards, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon said property, and to create reserves for depreciation, depletion or such other purposes as the Trustee shall deem necessary or desirable.

18. To determine whether any money or property coming into the hands of the Trustee shall be treated as a part of the principal of the trust or a part of the income therefrom, and to apportion between principal and income any loss or expenditure in connection with the trust as the Trustee shall deem just and equitable, notwithstanding the provisions of any state principal and income laws. Notwithstanding the preceding sentence, any proceeds of a qualified pension, profit sharing, stock bonus, Keogh or retirement plan, trust contract, account, annuity or bond, or individual retirement account, or any non-qualified deferred compensation agreement, salary continuation agreement or similar arrangement, shall be treated as principal, except that any income earned from such proceeds following my death shall be treated as income. No determination is permitted hereunder to the extent the determination would diminish the estate tax marital or charitable deduction otherwise available to my estate.

19. To (i) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state or federal agency concerned with environmental compliance, or by a private litigant; (iv) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.



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20. To combine or otherwise merge two or more trusts or shares hereunder into a single trust or share if they have the same provisions and beneficiaries, or to hold and administer such trusts or shares as separate trusts or shares.

21. To divide any trust hereunder into two or more separate trusts, and to divide any devise, bequest or transfer to any trust hereunder into devises, bequests or transfers to the two or more separate trusts; and if such division is made, to select the trust or trusts from which any part or all of any payment of income or principal to any beneficiary thereof shall be made, and to recombine said trusts back into a single trust at any time. By way of illustration and not limitation, a trust can be divided into separate trusts in order that the federal generation skipping transfer tax inclusion ratio for each such trust shall be either zero or one, or otherwise avoid or minimize said generation skipping transfer tax; or a trust can be divided into separate trusts in order that one trust will contain property for which a qualified terminable interest property election is made and the other trust will contain property for which no such election is made.

22. To hold, as a matter of administrative convenience, any two or more trusts for the same beneficiary or beneficiaries, as a single trust, without physically dividing the same until actual division becomes necessary in order to make distribution, making division thereof only upon books of account by proper entries and allocating to each trust its proportionate part of receipts and expenditures, but such failure to make division shall not change the beneficial interest of any person nor defer the vesting of any estate which would otherwise vest.

23. To pay from income or principal or both any expenses reasonably necessary for the administration of the trust.

24. To exercise any power hereunder, either acting alone or jointly with others.

25. To pay the funeral and burial expenses of any beneficiary from the principal of the trust from which income has been payable to such beneficiary.

26. To destroy any data in whatever form regarding any computer or other electronic device before disposing of it or giving it to anyone or any charity or other person.

B. ***Special Power to Deal with My Estate.*** The Trustee is authorized to purchase for any trust herein created, upon such terms and conditions as the Trustee may deem advisable, any property which may be held or owned by my estate, and the Trustee may continue to hold the same as suitable investments hereunder, without liability for any depreciation in value. The Trustee shall be further authorized to make loans to my estate from any trust herein created, upon such terms and conditions as the Trustee may deem advisable, without regard to any fiduciary

duties with regard to diversification of investments. This authorization is not intended to be a limitation on any other powers of the Trustee.


C. ***Exercise of Powers.*** The powers granted in this Article may be exercised even after termination of all trusts hereunder until actual distribution of all trust principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities.

D. ***Trustee's Exercise of Powers and Discretions.*** The Trustee's exercise or non-exercise of powers and discretions in good faith shall be conclusive on all persons. No person paying money or delivering property to any Trustee hereunder shall be required or privileged to see to its application. The certificate of the Trustee that the Trustee is acting in compliance with this instrument shall fully protect all persons dealing with the Trustee.

E. ***Limitation of Liability.*** The Trustee shall not be personally liable to any beneficiary or other party interested in the trust, or to any third parties, for any claim against the trust for the diminution in value of trust property resulting from matters involving hazardous substances, including any reporting of or response to (i) the contamination of trust property by hazardous substances, or (ii) violations of any environmental laws related to the trust; provided that the Trustee shall not be excused from liability for its own gross negligence in administration of the trust property or wrongful or willful acts.

F. ***Indemnification of Trustee.*** Notwithstanding any contrary provision of this instrument, the Trustee may withhold a distribution to a beneficiary from the trust hereunder until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustee against any claims filed against the Trustee as an "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended, or any regulation thereunder, or any other environmental

law; provided that the Trustee may not take any action under this section which would in any way impair any right of withdrawal described in Article IV of this instrument.


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ARTICLE XII

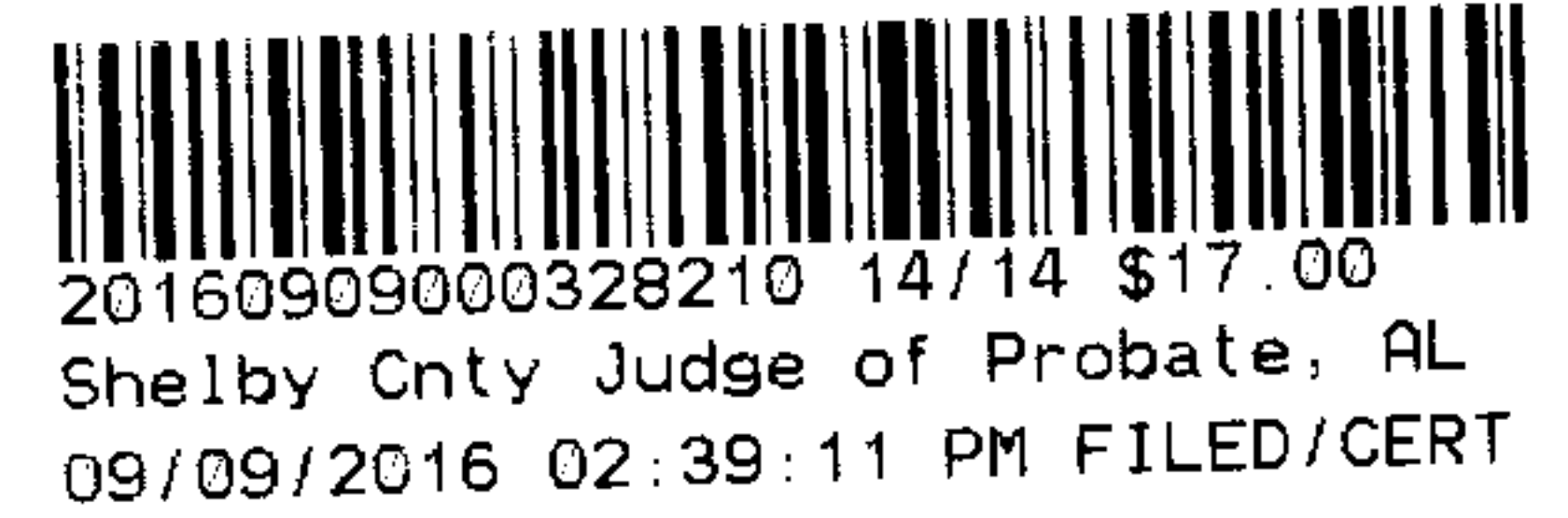
ADMINISTRATIVE POWERS AND RULES

A. ***Distributions to Incapacitated Beneficiary.*** If a beneficiary eligible to receive income or principal distributions, in the opinion of the Trustee, is incapacitated at the time of distribution, then the Trustee may, without further responsibility, either (i) make those distributions to the beneficiary directly, to a lawful guardian of the beneficiary, or to a qualified individual or trust company designated by the Trustee as custodian for that beneficiary under an applicable Uniform Transfers to Minors Act or similar law, or (ii) expend that distributable property for the benefit of the beneficiary in such manner as the Trustee considers advisable. Determinations made by the Trustee under this paragraph in good faith shall be conclusive on all persons.

1. ***Income Distributions.*** Income distributions required hereunder shall be made in quarterly or monthly installments, as the Trustee determines. Except as otherwise provided in this instrument, all net income accrued or undistributed at the termination of any interest shall be treated as if it had accrued or been received immediately after that termination.

2. ***Discretionary Distributions.*** In determining whether to make discretionary distributions of net income or principal to a beneficiary, the Trustee may consider such circumstances and factors as the Trustee believes are relevant, including

the other income and assets known to the Trustee to be available to that beneficiary and the advisability of supplementing such income or assets, and the tax consequences of any such distribution.



3. ***Definitions.*** As used throughout this instrument:

- a. The term “support means support in reasonable comfort;
- b. The term “education” includes, but is not limited to, the expenses of private schooling at the elementary and secondary school level, college, graduate and professional schools, and specialized or vocational training; and
- c. The term “health” shall be construed liberally to include all forms of mental or physical health care, including, but not limited to, nursing home or other extended care.