DECLARATION OF
THE RUTH WATSON
REVOCABLE LIVING TRUST

20190930000356220 1/15 $21.00
Shelby Cnty Judge of Probate, AL
09/30/2019 11:09:39 AM FILED/CERT

This instrument prepared by:

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Montgomery, Alabama 36109

334-409-0088

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DECLARATION OF THE

RUTH WATSON

REVOCABLE LIVING TRUST

THIS DECLARATION OF TRUST is signed on the ____ day of September, 2019, by the Grantor, RUTH WATSON, of Hoover, Alabama, under Durable Power of Attorney from her to ROBIN RUTH COOPER, dated December 2, 2015, (and in furtherance of the powers granted ROBIN RUTH COOPER as Guardian for RUTH WATSON by order of the Probate court of Shelby County on August 15, 2019) as Grantor and ROBIN RUTH COOPER as Original Trustee. Grantor has one living child, ROBIN RUTH COOPER, who is referred to as "Grantor's Child" throughout this Trust. In addition, I have two daughters who predeceased me, WENDY RINEHART and KATHLEEN RENE COUCH. The name of this Trust shall be THE RUTH WATSON REVOCABLE LIVING TRUST.

ARTICLE I.

STATEMENT OF PURPOSE

The purpose of this Trust, among others, is to provide for the management of the Grantor's assets, both presently and during any future period of disability as a preferred alternative to conservatorship proceedings and as a simplified means of accomplishing both lifetime and death transfers of those assets.

ARTICLE II.

GRANTORS' RESERVED POWERS

A. During lifetime: The Grantor reserves the following powers:

1. To revoke this document entirely and to receive the Trust property.

2. From time to time, to amend this document, in any and every particular.

3. From time to time, to add, substitute or withdraw any Trust property.

4. To direct the distribution of Trust property or net income to or for the benefit of the Grantor.

5. To leave a memorandum devising specific items of personalty to certain beneficiaries. Any such memorandum shall be attached hereto and made a part hereof.

6. To specify the kind, amount and timing of any investment and the firm or agent handling the transaction.

B. Upon death: The Grantor reserves the right to add property to this Trust by Will.

ARTICLE III.

TRUST PROPERTY

A. The Grantor declares that pursuant to this Declaration of Trust, all property, real, personal or mixed, whether presently owned or acquired in the future, which is listed on Schedule A and made a part hereof, and any property received by the Trustee from any source, is held in trust.

B. The Trustee may also be named as beneficiary of any annuities, employee benefit plans, insurance policies and retirement plans.

C. The legal title to all property in any Trust created herein shall be vested in the Trustee, whether original, surviving, or successor. No act of transfer or conveyance to any succeeding Trustee shall be required.

ARTICLE IV.

DISPOSITIVE PROVISIONS

A. During lifetime of Grantor:

1. The Trustee shall pay to or for the benefit of the Grantor all of the net income of such Grantor's share, in at least quarter-annual payments, and so much of the principal of the Grantor's share as the Grantor may from time to time direct by written instrument delivered to the Trustee (except that if the Grantor is the Trustee, then no written instrument need be delivered).

2. Where the Trustee is not the Grantor, the Trustee shall expend so much of the income and principal of the trust as the Trustee believes is necessary for the health, support, maintenance, and education of the Grantor or other beneficiaries designated by the Grantor. The Trustee shall be guided by the requests of the Grantor, mindful that the Grantor shall retain the powers reserved in Article II above.

3. If Grantor is no longer able to serve as sole Trustee, Grantor desires that the successor Trustee provide for both her care as explained in the preceding paragraph and for the care of the beneficiaries named herein, including, but not being limited to, their support, maintenance, health and education.

B. Upon the death of the Grantor, the Trustee:

1. May pay directly, or to the Personal Representative under the decedent's Will, funds needed to discharge legally enforceable debts, charitable pledges, final expenses, and death taxes. The Trustee may rely upon the Personal Representative as to the amount of the charges. The decision of the Trustee whether to provide funds shall be final, except that the Trustee shall use any United States Treasury securities that may be redeemed at par to pay federal estate taxes for that purpose.

2. Shall distribute the sum of Five Thousand Dollars and No Cents ($5,000,00) to each of the following grandchildren of mine, PATRICK COOK, KATIE CARRILLO, MADDIE MAHARREY, EMILIE QUINT, WESLEY RINEHART, AIMEE HOLLADAY and CHRISTOPHER

COOPER, and to each of my great-grandchildren, GARRETT COOK, ELIA CARRILLO, MAX CARRILLO, HUDSON MAHARREY and SAMUEL HOLLADAY, if they survive me, and to the descendants, per stirpes, of any of the beneficiaries in this paragraph (a) of this ITEM who predecease me leaving issue surviving me. (b) I give, devise and bequeath the gifts contained in paragraph (a) of this ITEM to each beneficiary if he or she has attained the age of nineteen (19) years at the time of' my death, otherwise to: (i) the conservator of such beneficiary for the benefit of such beneficiary; (ii) the guardian of such beneficiary for the benefit of such beneficiary; (iii) the person having the care and custody of such beneficiary for the benefit of such beneficiary; or (iv) any person deemed suitable by my Personal Representative for the benefit of such beneficiary, and the receipt of the person to whom delivered shall be effective to release my Trustee.

3. Shall distribute the remaining principal and any undistributed income to my daughter ROBIN RUTH COOPER outright and free of trust. If she is not then living, my Trustee shall distribute her share to her husband LYNN COOPER outright and free of trust.

4. If all of Grantors' descendants shall die prior to the complete distribution of all of the trusts herein created, then, upon the happening of such event, all assets held by the Trustee shall be distributed outright and free of trust, in equal shares, to Grantor's heirs at law under the laws of the State of Alabama.

5. The use of the masculine gender in the foregoing paragraphs shall be deemed to include the feminine where the context would so require. The use of the feminine gender in the foregoing paragraphs shall also be deemed to include the masculine where the context would so require.

C. The Trustee is authorized in its sole discretion to make any distribution of property in kind or in cash, or partly in both. The determination of the Trustee as to the value of any property shall be conclusive.

D. To the extent permitted by law, the principal and income of any Trust shall not be liable for the debts of any beneficiary or subject to alienation or anticipation by a beneficiary.

E. Any person who is or would become a beneficiary of any part of any Trust herein who contests the validity of this Trust, or any provision with respect to distribution of any share, shall be limited to a total sum of one dollar ($1.00). All remaining sums shall pass in accordance with the Trust as though such person had predeceased the Grantor.

F. The provisions of this Declaration of Trust shall not prevent absolute vesting of the interest in any beneficiary. If any interest in Trust property is held on the date that is twenty years and eleven months after the death of the Grantor and the descendants of the Grantor living at the death of such Grantor, it shall immediately be distributed outright to the beneficiary.

ARTICLE V.

PAYMENTS TO PERSONS UNDER DISABILITY

A. Whenever distribution of income or Trust property shall become payable to a person not adjudicated incompetent, but who by reason of mental incapacity or physical disability is unable to manage his or her financial affairs, the Trustee upon receipt of a written certificate to that effect from the beneficiary's physician, or if the beneficiary has no physician or the physician is unavailable, from a licensed medical doctor of the Trustee's own choosing, may then make payment in the Trustee's sole discretion:

1. Directly to the beneficiary, or

2. To the legally appointed guardian, conservator or other legal representative of the beneficiary, or

3. To some near relative of the beneficiary to be applied for the beneficiary, or

4. Directly for the health, support, maintenance, and education of the beneficiary.

B. Payments under this article shall continue until such disability or incapacity no longer exists, to be determined in the same manner described in paragraph A above.

ARTICLE VI.

TRUSTEES

A. The Grantor shall serve as the original Trustee.

B. Upon the disability, incapacity, resignation or death of the original Trustee, ROBIN RUTH COOPER, the successor Trustee shall be LYNN COOPER.

C. If no successor is able or willing to serve or continue to serve as Trustee, the Grantor directs that a successor be selected by majority vote of the current adult income beneficiaries.

D. The Trustee who serves shall be the Trustee over each trust created by this instrument unless otherwise indicated.

E. The term "Trustee" shall include co-Trustees where applicable.

F. A Trustee may resign at any time by giving thirty (30) days written notice to current adult income beneficiaries and any remaining Trustees.

G. Any individual Trustee may be removed by reason of disability or incapacity, established by written certification by that Trustee's attending physician, or if none, or if unavailable, then by a board certified physician of the successor Trustee's choosing.

H. Any Trustee may be removed by the unanimous vote and written notice of a majority of the current adult income beneficiaries over the age of 40. If no Trustee is named above, a majority of the current adult income beneficiaries shall also name a corporate fiduciary or Certified Public Accountant as the successor Trustee and certify its willingness to serve.

I. A resigning or removed Trustee shall, within sixty (60) days, settle its accounts and deliver all assets then held to its successor.

J. No successor Trustee shall have any duty or responsibility to audit or review the actions or accountings of its predecessor, each successor Trustee being expressly relieved from all liability or responsibility for the actions or failure to act of any predecessor.

ARTICLE VII.

RIGHTS OF THE TRUSTEE

A. Surviving and successor Trustees shall have the title and all rights, powers, authority and discretion granted to the original Trustee.

B. A Trustee may appoint a co-Trustee.

C. A co-Trustee may delegate its powers in writing to the other Trustee for a period not exceeding six (6) months, may revoke that delegation, or successively renew it.

D. No original Trustee shall be entitled to any compensation for services.

E. Successor Trustees other than lineal descendants shall be entitled to compensation based on reasonable and customary rates in effect when services are rendered, or if a corporate Trustee, based upon its published rate schedule then in effect.

F. A Trustee shall not be required to give bond, or if required by law, no surety shall be required on such bond.

G. A corporate Trustee may deal with any individual or entity with whom they are associated or affiliated in any way in their own interest when, in their sole discretion, such transaction shall be to the benefit of the Trust estate. The foregoing authority includes furnishing or receiving services as attorney, investment adviser, accountant, broker, tax specialist or in such other capacity as may be necessary or desirable in the Trustee's sole discretion for the proper management, protection and sale or other disposition of any part of the Trust property. The corporate Trustee or its associates, subsidiaries or affiliates may receive and retain customary and reasonable compensation for such services. Any corporate Trustee shall also be entitled to receive and retain from any money market fund or similar entity payments under Rule 12b-1 of the Investment Company Act.

H. If the Trustee is an attorney, its law firm may serve as counsel for the Trustee and may be compensated for its services based on such firm's customary rates in effect when services are rendered.

I. A Trustee shall not be liable for anything done or omitted except by its own willful acts or omissions or gross negligence, or for the acts of any co-Trustee, or for the acts or omissions of any agent appointed with due care.

J. The Trustee may, upon giving notice to each adult beneficiary, amend any administrative provision or disclaim any power or right which causes unanticipated tax liability, or conform the administrative provisions to the requirements of the taxing authorities.

K. The Trustee may enter into any agreements with the Internal Revenue Service or any other governmental body and execute any documents as will in the Trustee's judgment tend to minimize taxes.

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L. If the Trustee determines that continuation of any Trust or the entire Trust is contrary to the best interests of the beneficiaries by reason of legislation, unforeseen changes in circumstances, or because the value of the Trust's property is at such a level as to make continued administration financially burdensome or uneconomical, then the Trustee, in its sole discretion, may terminate such Trust and distribute the Trust property to the person or persons then entitled to receive the income therefrom.

M. Where the Trustee is the beneficiary of an annuity, employee benefit plan, insurance policy, or retirement plan, the Trustee may elect the mode of payment which appears to be the most advantageous to the Trust and beneficiaries. If there are loans against the accumulations in any such plans, the Trustee shall accept the net proceeds as final settlement and bring no claim against the decedent's estate.

N. The Trustee may do all other acts, not inconsistent with the provisions of the Declaration, which the Trustee may deem necessary or desirable for the proper management of the Trusts, in the same manner and to the same extent as a natural person might or could do with respect to his own property.

ARTICLE VIII.

POWERS OF THE TRUSTEE

A. The Trustee, including any successor Trustee is authorized to exercise any and all powers set forth in the Code of Alabama §§ 19-3B-815 et seq., as well as all common law or other statutory powers which are not in conflict herewith. In addition, the Trustee shall have the powers described herein. All powers of the Trustee set out in this Article are discretionary and are to be exercised solely at the discretion of the Trustee in carrying out the purposes of the Trust.

B. The Trustee may continue any pattern of gifting already established by the Grantor.

C. The Trustee may acquire, hold, encumber, sell and dispose of any property, real or personal, tangible or intangible, even of a kind or amount which might not be regarded as a proper Trust investment. Examples include, without limitation, annuities, bonds, debentures, stocks, notes, mortgages, real estate, leasehold estates, commodities, objects of art, precious metals, gems, household goods, antiques, collectibles, machines and appliances, insurance policies, demand deposit accounts, certificates of deposit and common trust funds.

D. The Trustee may borrow money for any purpose, with or without security and pledge trust property as security, without regard for the term of the Trust(s).

E. The Trustee may execute notes, assignments, deeds of trust, mortgages, leases or other instruments for the exercise of any power.

F. The Trustee shall possess and exercise all property rights, powers and privileges that are lawfully exercisable by natural persons owning similar property. The following examples are offered for the comfort of persons dealing with the Trustee:

1. With respect to real estate and tangible personal property, the Trustee may:

a. Sell or buy and enter into sales contracts regarding any property which the Trustee holds or desires to acquire.

b. Lease, as lessee or lessor, any property which the Trustee holds or desires to acquire, even for periods extending beyond the term of the Trust.

c. Grant or acquire options on any property which the Trustee holds or may acquire.

d. Repair, alter, renovate, reconstruct and demolish any Trust property.

e. Construct buildings on and make improvements to Trust property.

2. With respect to financial instruments, the Trustee may:

a. Permit any investment to be issued or registered in the name of a nominee who may be an individual, partnership or corporation, without disclosure of the fiduciary relationship.

b. Trade in securities of any nature, including without limitation, stocks, bonds, debentures, mutual funds, annuities, notes, mortgages, and certificates of deposit.

c. Buy, sell or exercise stock subscription or conversion rights.

d. Maintain and operate accounts with brokers, and pledge any securities held or purchased by them as security for loans and advances.

e. Enter into any accumulation plan offered by a mutual fund investment company or annuity underwriter. Make additional systematic or periodic investments directly from Trust property or indirectly through reinvestment of income and capital gains distributions.

f. Authorize payment directly to any beneficiaries, under a systematic or periodic withdrawal plan offered by a mutual fund investment company or annuity underwriter, of a specified amount payable from income dividends, capital gains distributions or proceeds from the liquidation of shares or units.

g. Vote, directly or by proxy, or refrain from voting any corporate stock, for any purpose which the Trustee considers appropriate.

h. Deposit any securities with any committee formed to protect the securities and participate in, further and effectuate foreclosures, reorganizations, exchanges, consolidations, mergers, liquidations, dissolutions, sales, leases, encumbrances, pooling agreements and voting trusts.

3. With respect to insurance policies, the Trustee may:

a. Purchase, maintain, commute or surrender life insurance policies on the lives of individuals in whom the Trustee has an insurable interest, including the Grantors, Trust beneficiaries, and business associates.

b. Receive the proceeds from any insurance and allocate any proceeds in accordance with the provisions of this Trust. No insurance company shall be responsible for the execution of any provisions of the Trust.

4. With respect to business interests, the Trustee may:

a. Organize, retain or invest any part or all of the Trust property as capital in any business, including, without limitation, proprietorships, corporations and general or limited partnerships.

b. Continue and fully participate in any farming operation.

c. Sell, lease, assign, pledge, recapitalize, encumber or dissolve any business interest and effect incorporation, affirm or defeat S-corporation election or other changes in the form of the organization of any business.

G. No person or corporation dealing with the Trustee directly or as custodian, agent or transfer agent, shall be under any duty to investigate the Trustee's authority for entering into any agreement or transaction or to see to the application of the proceeds from any transaction. To that extent, the provisions of this Article shall supersede any other provisions of the Trust.

H. The Trustee may pay, contest, modify, compromise, defend or prosecute, upon such terms as the Trustee may determine and upon such evidence as the Trustee may deem sufficient, any obligation or claim, including taxes, either in favor of or against the Trust property, or the income of the Trust property.

I. The Trustee may engage accountants, attorneys, banks, brokers, custodians, investment counsel and other agents, and delegate to them duties, rights and powers of the Trustee, for periods and purposes as the Trustee in its sole discretion may deem advisable, and pay compensation for their services.

J. The Trustee powers shall continue after the termination of any of the Trusts created by this document in order to complete the distribution of the Trust property. These powers may be exercised at any time by the Trustee without approval from any court.

ARTICLE IX.

DUTIES OF THE TRUSTEE

A. The Trustee shall determine how all receipts from any source and all disbursements for any purpose shall be classified, credited, charged or apportioned between the Trust property and the income of the Trust property and such determination shall be conclusive.

B. The Trustee shall determine whether and to what extent income of the Trust property shall be transferred to the principal of the Trust property with respect to the amortization, depreciation or depletion of any of the Trust property and such determination shall be conclusive.

C. The Trustee shall manage, invest and account to each beneficiary for the principal of each Trust at least annually either as a separate fund or commingled with the principal of any or all of the other Trusts as a single fund, as the Trustee in its sole discretion may determine, and if commingled as a single fund, make the division only upon books of account and allocate to each Trust its proportionate part of the principal and income of the common fund, and charge against each Trust its proportionate part of the common expenses.

D. The Trustee shall purchase and maintain property and liability coverage on Trust property.

E. The Trustee shall provide an annual accounting to all beneficiaries of total receipts, income and disbursements.

ARTICLE X.

MISCELLANEOUS

A. Governing Law: The Trust shall be initially governed by the laws of Alabama, and all rights of the persons who now or later may become entitled to share in the principal or income of the Trust property shall be determined in accordance with those laws until selection of other situs has been made. The Trustee may change situs whenever it seems best to the Trustee, to a situs which, in its sole opinion best carries out the Grantors' purposes, regardless of anything in this Trust to the contrary.

B. Spendthrift Provision: The interest of any beneficiary in the principal or income of this Trust shall not be subject to claims of creditors, or others, or liable to attachment, execution or other process of law, and no beneficiary shall have any right to encumber, hypothecate or alienate any interest in this Trust. The Trustee may, however, deposit distributions to a bank account designated in writing by a beneficiary.

C. Resolution of Conflict: The Grantor and Trustees of this trust are Christians and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (see Matthew 18:15-20; 1 Corinthians 6:1-8). Therefore, any claim or dispute arising from or related to this agreement shall be settled by biblically based mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedures for Christian Conciliation of the Institute for Christian Conciliation. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

D. Definitions:

1. The term "Trustee" means the Trustee then qualified and acting as such.

2. Lineal descendants shall mean lawful lineal descendants. A person related by adoption shall take as a lineal descendant related by birth, except that a person adopted after age 21 and descendants of such person shall not take.

E. Headings: The headings to the various sections of this document have been inserted for convenience only and shall not modify, define, limit or expand express provisions.

F. Construction: Where the context requires, the singular includes the plural and vice versa, and the gender of personal pronouns shall be construed as masculine, feminine or neuter.

G. Counterparts: This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

On this 30 day of September, 2019, in the presence of the undersigned witnesses, I sign this document and declare it to be THE RUTH WATSON REVOCABLE LIVING TRUST.

Ruth Watson

RUTH WATSON, Grantor, under the Durable Power of Attorney to ROBIN RUTH COOPER dated December 2, 2015

Robin Ruth Cooper

ROBIN RUTH COOPER, Original Trustee

Witness

VICTORIA PINKINS

Printed Name

THE UPS STORE
130 INVERNESS PLAZA
BIRMINGHAM, AL 35242-4800
205-991-9999

Address

Witness

MARK HAUGHTERY

Printed Name

Address

THE UPS STORE
130 INVERNESS PLAZA
BIRMINGHAM, AL 35242-4800
205-991-9999

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that ROBIN RUTH COOPER, whose name is signed to the foregoing instrument as an Agent or Power of Attorney under the Power of Attorney of RUTH WATSON dated December 2, 2015, and as the Original Trustee, and who is known to me, acknowledged before me on this day, that, having read the contents of the foregoing Revocable Living Trust, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office, this the 30th day of September, 2019.

John Robin Mason

Notary Public

(SEAL)

JOHN ROBIN MASON
NOTARY PUBLIC
ALABAMA STATE AT LARGE

My Commission Expires: My Commission Expires: June 1, 2021

SCHEDULE A

LIST OF ENTRUSTED ASSETS OF THE RUTH WATSON REVOCABLE LIVING TRUST

DATE	ITEM & DESCRIPTION	INITIALS

MEMORANDUM

Pursuant to Article II of THE RUTH WATSON REVOCABLE LIVING TRUST the following items are to be distributed by the Trustee to the named persons upon the death of the Grantor.

IDENTIFY ITEM AND NAME BENEFICIARY	INITIALS

THE RUTH WATSON

REVOCABLE LIVING TRUST

ACCEPTANCE BY SUCCESSOR TRUSTEE

I, ROBIN RUTH COOPER, the named Original Trustee and LYNN COOPER, the Successor Trustee respectively, under the foregoing trust document, hereby accept the designation as successor Trustee and will perform the duties of the said office according to the terms hereof.

Robin Ruth Cooper
Original Trustee

Witness

Lynn Cooper
Successor Trustee

Witness

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that ROBIN RUTH COOPER, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, having read the contents of the foregoing Acceptance, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office, this the 30 day of September, 2019.

John Robin Mason
Notary Public

(SEAL)

JOHN ROBIN MASON NOTARY PUBLIC ALABAMA STATE AT LARGE

My Commission Expires:________

My Commission Expires:
June 1, 2021

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that LYNN COOPER, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, having read the contents of the foregoing Acceptance, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office, this the 30 day of September, 2019.

John Robin Mason
Notary Public

SEAL

JOHN ROBIN MASON NOTARY PUBLIC ALABAMA STATE AT LARGE

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My Commission Expires:________

My Commission Expires:
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