

STATE OF ALABAMA
COUNTY OF SHELBY

**DECLARATION OF TRUST
DOUGLAS HOWARD BRYANT REVOCABLE TRUST**

This Declaration of Trust is made this 14 day of November, 2019, by Douglas Howard Bryant, of 2162 Hwy 55, Wilsonville, AL 35186 ("Grantor").

SECTION ONE.

TRUSTEE

Grantor appoints himself, Douglas Howard Bryant, as Trustee. At the death of the Trustee, and solely for the purpose of winding up the Trust and distributing the trust estate as provided in this Declaration, Christopher Blake Bryant shall be the successor Trustee, but if he is unable to serve as Trustee, then Andrea Rae Bryant shall be the successor Trustee.

SECTION TWO.

TRUST ESTATE

Grantor has transferred, set over, assigned, and conveyed to Trustee the property described in the attached Schedule A, which is made a part of this Declaration by this reference.

SECTION THREE.

ADDITIONAL PROPERTY

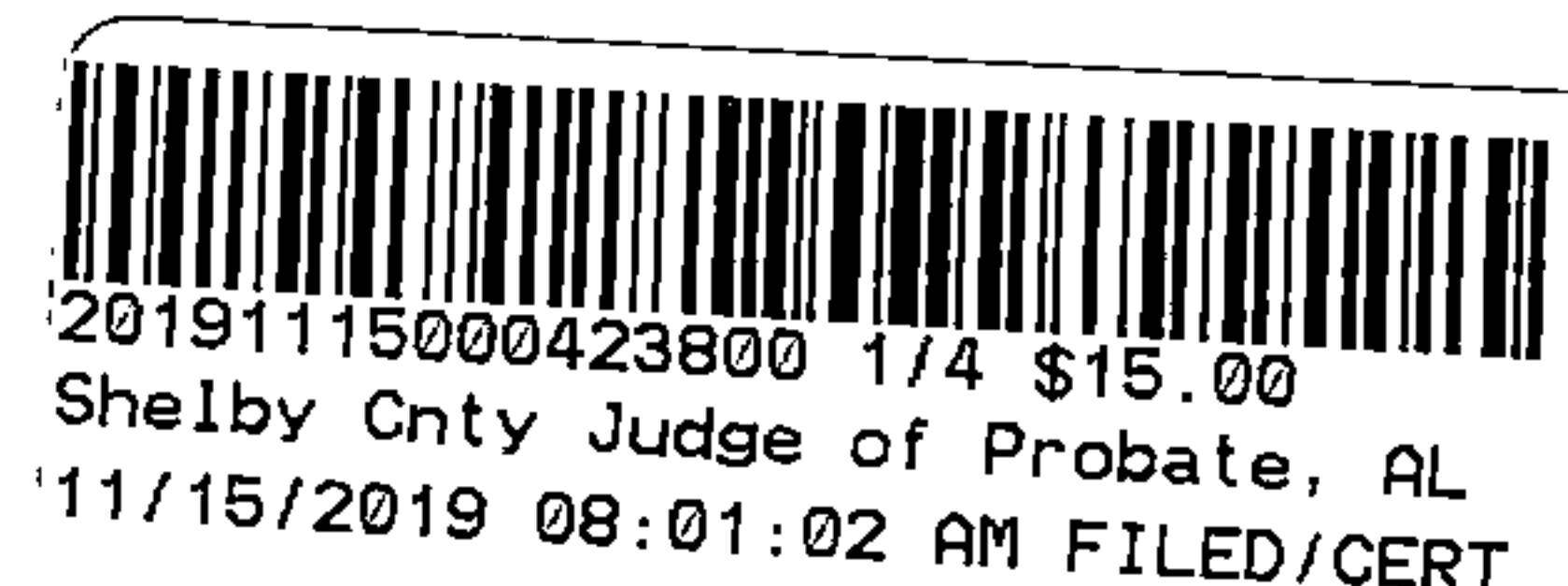
Trustee may accept any other property, real or personal, conveyed, assigned, transferred, or set over to it by Grantor or any other person to constitute a part of the trust fund created by this Declaration and to be held, invested, managed, and disbursed by Trustee in accordance with the provisions of this Declaration.

SECTION FOUR.

DISTRIBUTIONS

Trustee acknowledges receipt of the described property and will hold the same in trust for the following uses and benefits:

A. Trustee may pay to Grantor, for and during Grantor's lifetime, all of the income of this



Trust and such portion of the principal as he may from time to time deem appropriate for Grantor's support, comfort, and maintenance. Should Trustee deem it appropriate to do so, it may make such payments directly to Grantor or directly to those presenting to him any bills or statements for expenses that Trustee in good faith believes to be owed by Grantor, or properly chargeable against Grantor. These payments shall be the equivalent of payments to Grantor.

B. On Grantor's death, this Trust shall terminate and Trustee shall pay all remaining assets, including any accumulated income, to Christopher Blake Bryant. In the event that Christopher Blake Bryant is not living on the date this Trust terminates, then Trustee shall pay all remaining assets, including any accumulated income, to Andrea Rae Bryant.

SECTION FIVE.

REVOCATION AND AMENDMENT

Grantor reserves to himself, during Grantor's lifetime, without the consent or participation of Trustee or anyone else by written instrument signed by Grantor and delivered to Trustee, the right to encroach on the principal of the trust estate for such purposes, at such times, and in such amounts as Grantor may desire and to revoke, alter, or amend this Trust in any particular, including the power of changing or adding any beneficiaries.

SECTION SIX.

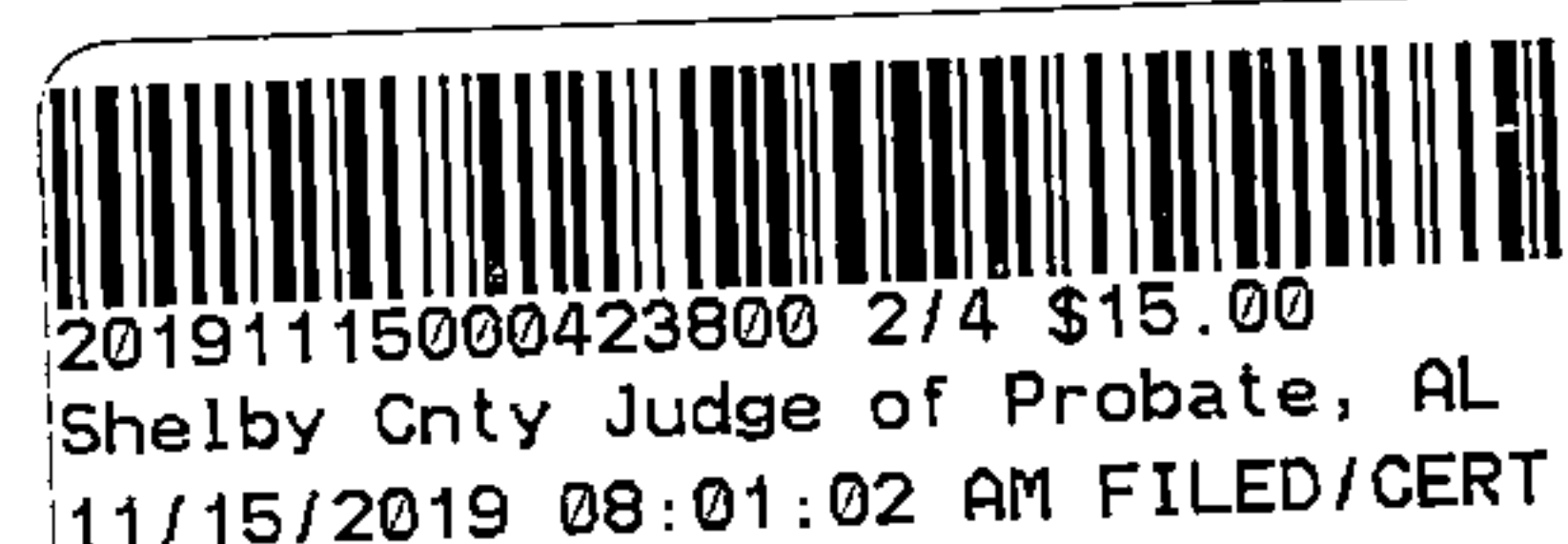
POWERS OF TRUSTEE

Trustee under this Declaration shall have the following rights, duties, powers, privileges, immunities, and exemptions in addition to those powers granted Trustee by applicable law:

A. The power to sell and convey all or a part or parts of the trust estate free and clear of all trusts and limitations, without liability on the part of the purchaser or purchasers to see to the application of the trust money or trust property, at public or private sale, on terms or for cash, and without advertisement or order or authority from any court or person.

B. The power to enter into any plan or agreement for the sale, merger, consolidation, liquidation, or other disposition of any of the trust property or of any corporation issuing certificates held as part of the trust estate and to accept in such transactions any cash, securities, or property that Trustee deems proper, and to do any and all things in connection with such transactions as could be done by Trustee if he owned the trust property in its own right and for his own benefit.

C. The power to retain, sell, invest, and reinvest in any stocks, bonds, securities, or other property, real or personal, which Trustee shall deem proper, necessary, or expedient, without order of court and without being confined to what are known as legal investments for trust estates. Trustee is specifically authorized to retain any stock which Grantor may deliver to him, and Trustee shall be under no obligation to diversify the investments of the Trust.



D. The power to borrow money for any purpose that to Trustee may seem proper, and to secure the payment of the same if Trustee deems it proper, by the whole or any part of the trust estate, and a lender of money shall not be under any obligation whatsoever to see to the purpose for which the money is borrowed, or the use of the proceeds of any such loan.

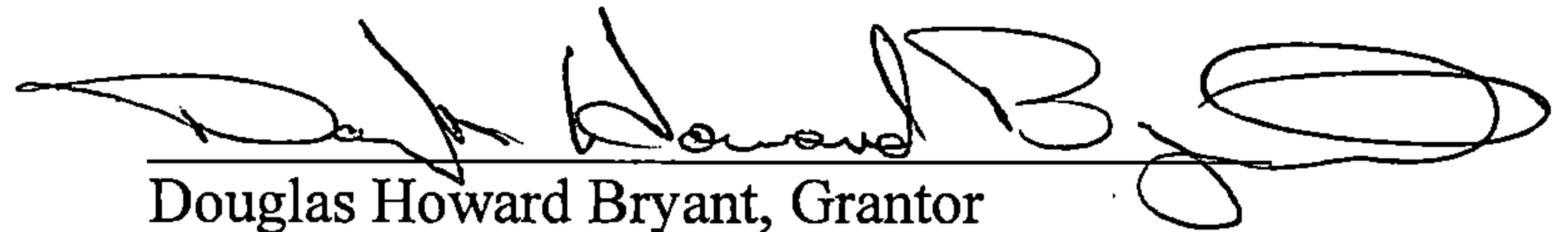
E. The power to do all that is necessary or proper to protect and preserve the trust estate or any part of it.

F. Trustee shall be liable only for the use of ordinary care in the execution of the Trust and is relieved from giving bond or making any inventory, return, or report to any court or person whomsoever.

SECTION SEVEN.

GOVERNING LAW


This Declaration shall be governed by the laws of the State of Alabama.


Douglas Howard Bryant, Grantor

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Douglas Howard Bryant, whose name is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Declaration, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14 day of November, 2019.


Notary Public

My commission expires: 1/4/22



20191115000423800 3/4 \$15.00
Shelby Cnty Judge of Probate, AL
11/15/2019 08:01:02 AM FILED/CERT

EXHIBIT A

PARCEL 5:

Commencing at the SW Corner of NW1/4 of SE1/4, Section 36, Township 21 South, Range 1 East, Shelby County, Alabama. Thence N 50E 04N 40O E for 1970.11 feet to the point of beginning; thence N 81E 044N E for 376.84 feet to a point on the 397 Contour of Lay Lake; thence S 17E 04N 30O E along said Contour for 263.57 feet to a point; thence S 73E 21N 30O W for 315.41 feet to a point; thence N 27E 12N 25O W for 323.94 feet back to the point of beginning. Containing 2.28 acres √. Being in and a part of the NE1/4 of SE1/4, Section 36, Township 21 South, Range 1 East. Said property subject to Alabama Power Co. Flood Easement. Also a 25 foot wide easement for Ingress and Egress, Centerline of said easement described as follows: Commencing at the SE corner of the SE1/4 of NW1/4; thence S 0E 22N 40O E along the West line of said 1/4 1/4 Section for 240.05 feet to the point of beginning; thence N 83E 07N 55O E along said Centerline for 242.01 feet to a point; thence N 80E 40N 55O E along said centerline for 902.47 feet to a point; thence S 32E 27N 20O E along said centerline for 477.96 feet to a point; thence N 64E 09N 05O E along said Centerline for 310.03 feet to a point and terminating there.

Subject to title of others to any or all minerals within and underlying the premises, together with all mining rights and other rights, privileges, and immunities relating thereto, and to existing easements, restrictions, encumbrances, set-back lines, rights of way, and limitations, if any, of record.

