

TRUST CERTIFICATE

I, JEFFERY DALE SMITH, DO HEREBY CERTIFY THAT:

Certification of Trust. This Trust Certificate is given by the sole Trustee of the **THIRD-PARTY SUPPLEMENTAL NEEDS TRUST FOR THE BENEFIT OF BETTY BROOKS SMITH** dated March 3, 2021 (hereinafter the "Trust") voluntarily, pursuant to the Alabama Uniform Trust Code, §19-3B-1013, intending that the facts set forth in this Certificate be relied upon as true and correct.

A. The Trust is in existence as of this date and is evidenced by a trust instrument executed on March 3, 2021.

B. The name and address of the Trustee is: Jeffery Dale Smith, who resides at 190 Pineview Circle, Cropwell, AL 35054.

C. The name of the Trust Settlor is Jeffery Dale Smith.

D. The powers of the Trustee include the power to do, or perform, all of the acts and things on behalf of Trust set forth in this Certificate.

E. The Trust is irrevocable.

F. The trust instrument requires the signature of the Trustee to exercise any powers of the Trustee.

G. The Trust's employer identification number is 86-6610324.

H. Title to Trust assets is to be taken in the name of the Trustee of the **THIRD-PARTY SUPPLEMENTAL NEEDS TRUST F/B/O BETTY BROOKS SMITH** dated **March 3, 2021**.

I. The Trustee hereby certifies that the Trust has not been revoked, modified, or amended in any manner which would cause the representations contained in this Certificate to be incorrect and this Certificate is being signed by all of the currently acting Trustees of the Trust.

J. The Trustee certify that the powers of the Trustee include the power of the trustee to sell on behalf of the Trust its interest the real estate described on Exhibit "A" attached hereto.

IN TESTIMONY WHEREOF, I have hereunto set my hand.

I have read all the provisions of this Certificate, and I personally and on behalf of Trust certify that all statements and representations made in this Certificate are true and correct. This Trust Certificate is dated this March 26, 2021.



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THIS CERTIFICATE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS
CERTIFICATE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED
INSTRUMENT ACCORDING TO LAW.

CERTIFIED TO AND ATTESTED BY:


JEFFERY DALE SMITH

This document was prepared by:
Anne R. Moses
Moses & Moses, PC
Attorneys-at-Law
4000 Eagle Point Corporate Drive
Birmingham, Al 35242
Tel : 205-967-0901
anne@mosespc.com



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**THIRD-PARTY SUPPLEMENTAL NEEDS TRUST
FOR THE BENEFIT OF BETTY BROOKS SMITH**

On this 3 day of MARCH, 2021, I, **JEFFERY DALE SMITH** ("Grantor"), of Cropwell, AL, as Grantor, by this Third-Party Supplemental Needs Trust Agreement ("Trust"), hereby transfer and assign to myself as Trustee ("Trustee" whether one or more are acting), all of the assets listed on Exhibit A hereto. Such property together with any income and other accruals received on the principal, shall constitute the Trust Estate. The Trust Estate so identified shall be held upon the following terms:

ARTICLE I

TITLE AND BENEFICIARY

This instrument may be designated the "**THIRD-PARTY SUPPLEMENTAL NEEDS TRUST AGREEMENT FOR THE BENEFIT OF BETTY BROOKS SMITH**" ("Agreement"). **BETTY BROOKS SMITH** ("BETTY") is my mother, born on February 23, 1940. Her age is 80. The last four numbers of her Social Security Number are 7153. She resides at Village at Cook Springs, Pell City, AL. My mother is a disabled person as defined in 42 U.S.C. §1382c(a)(A) as amended, as she is over 65 years of age. The initial trust hereby evidenced may be designated the "**SUPPLEMENTAL NEEDS TRUST FOR BETTY BROOKS SMITH**" ("Trust").

ARTICLE II

TRUST ESTATE AND MY INTENTION

A. **Trust Estate.** The Trust Estate will be deposited into one or more accounts titled the "**SUPPLEMENTAL NEEDS TRUST FOR THE BENEFIT OF BETTY BROOKS SMITH.**" The primary beneficiary of this Trust is **BETTY** during her lifetime.

B. **Additions to Trust.** Other property, real or personal, may be transferred to the



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Trustee by anyone with the consent of the Trustee. All property held by the Trustee shall constitute the "Trust Estate." Any property transferred to the Trustee by a third party is a gift to the Trust and cannot be reclaimed by the third party.

C. ***My Intention.*** I believe it to be in **BETTY'S** best interest to establish a trust with discretionary and spendthrift provisions to enhance the quality of her life both now and in the future by providing for **BETTY'S** supplemental needs. I intend that this Trust provide benefits to supplement those which may otherwise be available to **BETTY** from various sources, including government-sponsored programs. It is my intention that **BETTY** receive all government entitlements to which **BETTY** would otherwise be entitled but for the existence of this Trust and distributions hereunder. I recognize that in view of the vast costs involved in caring for a disabled person, a direct distribution would be rapidly dissipated. The purpose of the Trust is to permit the use of Trust assets to supplement and not supplant or diminish any benefits or assistance of any federal, state or other governmental entity for which **BETTY** may be eligible or which **BETTY** may be receiving. All provisions of this Trust shall be interpreted to qualify this Trust as a Supplemental Needs Trust. Any provisions of this Trust which may prevent this Trust from being interpreted as a Supplemental Needs Trust shall be null and void. All provisions of the Trust are intended to be construed and interpreted such that the Trust meets the requirements of the Social Security Administration's Program Operating Manual ("POMS"), e.g., SI 01120.200B, SI 01120.200D and SI 011200.20E.

D. ***Regular Contact with Beneficiary.*** The Trustee or his agents are requested to personally visit or contact or arrange for a care manager to visit or contact **BETTY** to evaluate

her physical condition; educational, residential and vocational and training opportunities; recreational, leisure and social needs; appropriateness of existing program services; legal rights including access to public benefit programs; and to inspect her living conditions, to inquire of care providers and, to the extent possible, to inquire of **BETTY** regarding her treatment by care providers; to let her know that she has a friend and advocate in addition to family members, to see that she has spending money for the items she may want (within the constraints of this Trust); to know that she is receiving any available educational recreational programs, to ensure that governmental assistance, private contractual benefits and trust funds are in fact being expended for her benefit.

ARTICLE III

DISTRIBUTIONS

A. ***Distribution during BETTY's Life.*** Commencing as of the date hereof and during **BETTY'S** life, the Trustee shall pay for **BETTY'S** benefit such amounts from the income or principal of the Trust or both for the satisfaction of **BETTY'S** supplemental care, as the Trustee, in the absolute discretion of the Trustee, believes necessary or advisable subject to the strict limitations set out in this instrument. Any income of the trust not distributed shall be added annually to the principal.

B. ***Supplemental Care.***

1. **BETTY** is to have basic living needs such as (i) medical, dental and diagnostic work and treatment, including annual independent check-ups, for which



no private or public funds are otherwise available; (ii) medical procedures that are desirable in the Trustee's discretion, even though they may not be necessary or life saving; (iii) eyeglasses, clothing and equipment, (iv) psychological support services; (v) recreation and transportation (including vehicle purchase); (vi) supplemental nursing care and rehabilitative and/or custodial services and similar care which assistance programs may not otherwise provide; and (vii) differentials in cost between housing and shelter for shared and private rooms in institutional settings.

2. **Considerations by Trustee.** The Trustee is directed to consider the basic living needs referred to in subparagraph 1 of this Article when making distributions. In addition, the Trustee should consider distributions for such things as telephone and television and other electronic equipment; an electric wheelchair; a mechanical bed; companions for travel, reading, driving and cultural experiences; hair and nail care; stamps and writing supplies; computer, computer supplies and training; rehabilitative training; periodic outings and vacation; payments to third parties to accompany **BETTY** on vacations and outings; payments to bring in family and friends for visitation; and other monetary requirements to enhance **BETTY'S** self-esteem or situation; all as the Trustee deems appropriate and reasonable.

3. **Non-Support Disbursements.** The lists set forth in subparagraphs 1 and 2 of this Article are intended to be illustrative and not inclusive of the kind of non-support disbursements that would be appropriate for the Trustee to make.



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4. ***Maintain Level of Dignity and Care.***

It is important that

BETTY maintain a level of human dignity and humane care. If this Trust were to be invaded by creditors, subjected to any liens or encumbrances, or cause assistance benefits not to be initiated or to be terminated, it is likely that the trust corpus would be depleted prior to **BETTY'S** death, especially if the cost of care would be high. In such event, there would not be coverage for emergencies or supplementation for basic needs. In exercising discretion under this Trust, the Trustee shall bear in mind the potential future needs of the successor beneficiaries of this Trust. The Trust provisions contained in this instrument should be interpreted by the Trustees in light of these concerns, and my stated intent.

5. ***Trust Not To Render BETTY Ineligible.*** No part of the corpus of the Trust shall be used or disbursed for **BETTY'S** use or benefit if it will reduce, supplant, replace or make **BETTY** ineligible to receive full public assistance benefits of any city, county, state, federal or other governmental agency which has a legal responsibility to persons with disabilities which are the same or similar to those which **BETTY** may be experiencing. For purposes of determining **BETTY'S** public assistance eligibility, no part of the principal or undistributed income of the trust shall be considered available to him/her.

6. ***Trustee to Obtain Benefits.*** In the event that **BETTY** is unable to maintain and support herself independently, the Trustee will, in the sole discretion of the Trustee, seek support and maintenance for **BETTY** from all



available public resources. The Trustee shall request that the agent under her Power of Attorney, or guardian or conservator seek such support or maintenance. The Trustee shall take into consideration the applicable resource and income limitations of any public assistance program.

7. ***Further Actions by Trustee.*** In the event the Trustee is required to release principal or income of the Trust to or on behalf of **BETTY** to pay for benefits or services which such public assistance is otherwise authorized to provide, were it not for the existence of this Trust, or in the event the Trustee is requested to petition the court or any other administrative agency for the release of Trust principal or income for this purpose, the Trustee is authorized to deny such request and is authorized in the Trustee's discretion to take whatever administrative or judicial steps may be necessary to continue the public assistance program eligibility of **BETTY**, including obtaining instructions from a court of competent jurisdiction ruling that the Trust corpus is not available for **BETTY** for such eligibility purposes. Any expenses of the Trustee in this regard, including reasonable attorney's fees, shall be a proper charge to the Trust.

8. ***Trustee Can Initiate Proceedings.*** In determining whether the existence of the Trust has the effect of rendering **BETTY** ineligible for any program of public benefit, the Trustee is granted full and complete discretion to initiate either administrative or judicial proceedings, or both, for the purpose of

determining eligibility. All costs relating thereto, including reasonable attorney's fees, shall be a proper charge to the Trust.

9. ***Trustee to Cooperate.*** The Trustee shall cooperate with **BETTY'S** conservator, guardian, or legal representative to seek support and maintenance for **BETTY** from all available resources, including but not limited to, the Supplemental Social Security Income Program (SSI), the Old Age Survivor and Disability Insurance Program (OASDI), the Medicaid Program, Social Security Disability Insurance (SSDI), and any additional, similar or successor programs; and from any private support sources. The Trustee may supplement such sources, but the Trustee should not make distributions from the Trust that supplant services, benefits and medical care that are otherwise available to **BETTY** through any governmental agency or private resource, or both.

C. ***Distribution upon BETTY'S Death.*** Upon **BETTY'S** death, all principal and all accumulated or accrued income or income not then disbursed, shall be distributed to her issue in so many equal shares that there will be one share for each child who survives her and one share, collectively for the issue of a child who predeceased her, *per stirpes*.

D. ***Distribution to Disabled Issue.*** If any of **BETTY'S** issue inheriting any interest pursuant to paragraph C of this Article is disabled, the Trust Estate allocated for such beneficiary shall instead be placed in a Supplemental Needs Trust for the benefit of such beneficiary to be administered on the same terms as are set forth in this instrument for **BETTY**.

ARTICLE IV
GENERAL PROVISIONS

A. **No Involuntary Exercise of Powers.** This is a Discretionary Irrevocable Nonsupport Trust. None of the Trust Estate nor any interest herein shall be anticipated, assigned, encumbered, or be subject to any creditors' claims or to any legal process.

B. **Discharge of Trustee.** Upon making any payment or transfer, the Trustee shall be discharged as to such payment or transfer without liability for the subsequent application thereof, and when the final payment or transfer is made from the principal of the Trust, the Trust shall terminate and the Trustee shall be fully discharged.

C. **Incapacity.** Notwithstanding any other provision hereof, an individual shall be deemed to be incapacitated if the individual's ability to transact ordinary business is impaired because of illness, advanced age or other cause, such incapacity to be determined by a physician who has examined or treated the individual and to be expressed in a written statement to that effect signed by such physician. The foregoing shall not be the sole method of determining incapacity.

D. **Situs of Trust.** The situs of the trust is the State of Alabama, and the Trustee may exercise all powers according to the laws of the State of Alabama, subject to the limitations created in this Agreement. Upon written agreement of all the Trustees then serving, the situs of the Trust may be changed to another state.

E. **Amendment of Trust Agreement by Trustee.** The Trustee may amend this instrument so that it conforms with any regulations that are approved by any governing body or agency relating to 42 U.S.C. §1396p or related statutes, including state statutes and regulations

that are consistent with the provisions and purposes of applicable federal law as in effect from time to time.

ARTICLE V

FINANCIAL POWERS.

A. ***Financial Powers of Trustee.*** In addition to all powers granted by law, and subject to the restrictions hereinabove set forth, the Trustee shall have the following powers:

1. To collect the income on trust property.
2. To hold money in a custody arrangement while awaiting distribution or investment under the terms hereof.
3. 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 may deem just and equitable; provided, however, that any proceeds received by the Trustee from any "retirement plan," meaning any qualified pension, profit sharing, stock bonus, Keogh or other qualified plan, trust, contract, account, annuity, or bond, or individual retirement account, as those terms are defined in the Code, or any nonqualified deferred compensation agreement, salary continuation agreement, or similar arrangement, shall be treated by the Trustee as principal, except that any income earned within the retirement plan from such proceeds as a result of an installment or similar election or any other deferral of payment of the retirement plan's proceeds to the Trustee shall be treated by the Trustee as income when received.
4. To deal with the fiduciary or fiduciaries of any other trust or estate, even though the Trustee is also the fiduciary or one of the fiduciaries of the other trust or estate.
5. To make such elections and allocations under the tax laws permitted to be made by the Trustee as the Trustee considers advisable (whether or not the election relates to trust property), without regard to, or adjustments between principal and income or the relative interests of the beneficiaries.
6. To hold and retain without liability for loss or depreciation any property transferred to the Trustee, so long as the Trustee shall consider the retention for the best interests of the trust and subject to the limitations set forth in this instrument.
7. To execute receipts and releases for payments made.
8. To invest and reinvest all sums of money coming into the Trustee's possession.
9. To make distributions for the purposes set forth in this instrument.



10. To compromise, abandon, adjust and settle in the Trustee's discretion any claim in favor of or against the trust estate.

11. To hold and retain without liability for loss or depreciation any property or securities transferred to the Trustee or to which the Trustee becomes entitled, including any partnership interest (whether general, limited, limited liability or supplemental), shares of regulated investment companies or Trusts (whether openend or closedend), interests as members in limited liability companies, stock or interest in any family corporation, partnership, including a limited liability partnership or enterprise, without regard to any statutory or constitutional limitations applicable to the investment of funds and though the retention might violate principles of investment diversification, so long as the Trustee shall consider the retention for the best interests of the trust estate.

12. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, auction, convey, exchange, transfer, lease or rent for a period beyond the term of the estate (or for a lesser period) for improvement or otherwise, or to grant options, or otherwise dispose of all or any portion of the estate in such manner and upon such terms and conditions as the Trustee may approve.

13. To invest and reinvest the estate or any portion thereof in such loans, bonds, common or preferred stocks, notes, mortgages, participations in mortgages, common trust funds, securities, shares of regulated investment companies or trusts, currencies, partnerships (whether general, limited, limited liability, or supplemental), interests as members in limited liability companies, or other property, real or personal (including undivided interests therein and partial interests such as life estate, term or remainder interests), domestic or foreign, or to purchase and sell options (including listed options), or to exercise options, rights, or warrants, and to purchase securities or other property as the Trustee may deem suitable, whether socalled "legal" investments or not, provided, however, that the Trustee is authorized to make temporary investments in interest bearing securities and notes, and to purchase and sell fractional shares and subscription rights to which the trust estate may become entitled.

14. To vote any stock or other security 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 consent for or with respect thereto; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation.

15. To continue or dispose of any business enterprise without liability therefor, whether such enterprise be in the form of a sole proprietorship, partnership, including a limited liability partnership, corporation, limited liability company 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 estate, 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.

16. To borrow money from any lender, including the Trustee, for such time and upon such terms as the Trustee sees fit, with or without security on or mortgage of any real property or upon pledge of any personal property held hereunder, and to execute mortgages or collateral agreements therefor as necessary.

17. To advance money to or for the benefit of the trust estate for any purpose of the estate, and the Trustee shall be reimbursed for the money so advanced with reasonable interest thereon from the trust estate or from any funds belonging thereto.

18. To appoint, employ, remove and compensate such care managers, professional medical or social work assistants, attorneys, agents and representatives, individual or corporate, as the Trustee deems necessary or desirable for the administration of the trust estate, and to treat as an expense of the trust estate any compensation so paid.

19. To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the Trustee, in the name of a nominee, or in unregistered form.

20. To keep any property constituting a part of said trust estate 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 deems necessary or desirable.

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

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

23. To divide or distribute the trust estate as provided for hereunder in cash or in kind, or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; to determine the value of any property so allocated, divided, or distributed; and to determine the share and identity of persons entitled to take hereunder.

24. To deal with the fiduciary or fiduciaries of any trust or estate, even though the fiduciary is also the fiduciary or one of the fiduciaries of the other trust or estate.

25. To retain or invest in (alone or jointly with others) life insurance, annuity or endowment policies, or policies incorporating combined life, annuity or endowment features ("insurance policies"), in such form, on such life or lives and on such terms as the Trustee considers advisable.

26. 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. Any expenses incurred by the Trustee under this subparagraph may be charged against income or principal as the Trustee shall determine.

27. To retain, sell (at public or private sale), exchange, lease for any term, mortgage, pledge, or otherwise deal for any purpose with the property, real or personal, from time to time compromising the trust estate, for such consideration and on such terms (with or without security) as my Trustee shall determine.

28. To employ a care manager for a disabled beneficiary, or seek the counsel and assistance of a disabled beneficiary's advocate, guardian or conservator, if any, or that of any state and local agencies which have been established to assist person with disabilities and similar limitations. The Trustee may use the resources of the trust estate to aid the disabled beneficiary's care manager, advocate, guardian or conservator as appropriate, in identifying programs which may be of social, financial, developmental or other assistance to the disabled beneficiary. However, the Trustee shall not in any event be liable to the disabled beneficiary, the remainderman of this Trust or any other party for any acts as Trustee hereunder so long as the Trustee acts reasonably and in good faith. For example, the Trustee, as well as the disabled beneficiary's advocate, guardian or conservator, shall not be liable for the failure to identify each and every program or resource which might be available to the disabled beneficiary on account of his/her disabilities and limitations.

29. To engage, employ and dismiss any agents, clerks, servants, consultants, attorneys-at-law, accountants, investment advisors, custodians or other persons in and about the performance of these presents as the Trustee shall think fit, subject to the following condition: any individual selected as an investment advisor must have no less than ten (10) years' experience in investments and an exemplary reputation in the investment industry.

30. To acquire and maintain an interest in residential real estate which is specially equipped and suitable for occupancy by the disabled beneficiary. Any purchase of a fee simple or remainder interest in residential real estate shall be titled in the name of the Trust. In the event this Trust owns realty, the Trustee may permit the disabled beneficiary's occupancy or use without charge in such manner as, in the opinion of the Trustee, best serves his/her needs, without the necessity of turning such property into cash or gaining an income therefrom. The Trustee may also permit occupancy of such residential real estate by the disabled beneficiary's family members or caregivers upon such terms as the Trustee determines.

31. To pay out of the income or principal of this Trust any taxes, insurance and maintenance expenses needed to keep any such specially equipped residential or replacement property, or any portion thereof, in suitable repair, and to collect rent from

other occupants of the property, as the Trustee deems proper. These powers may be exercised for the benefit of the disabled beneficiary, even if she is residing with family member(s) or others.

32. To purchase and hold or lease residential real estate, to lease such property to the disabled beneficiary to the extent necessary to preserve her eligibility for the maximum governmental benefits. The Trustee's decision to expend trust assets for such housing or a residence may be made upon the recommendation of a professional, independent life care manager following a comprehensive evaluation of the disabled beneficiary's housing and other needs to determine whether such home care is in the disabled beneficiary's best interests after considering all the circumstances, including but not limited to whether home care is practicable, whether family members or others are able and willing to provide adequate home care (and the family's or other's ability must be actually demonstrated through a successful trial period of home care before any expenditures for modifications or improvements are made) and whether the disabled beneficiary and her family have sufficient income to maintain such property. If the Trustee invests in a home for the beneficiary, the Trustee may enter into an agreement with any other occupants of the home which sets forth the occupants' responsibilities for the care of the disabled beneficiary and the maintenance and other expenses related to the real estate upon such terms as the Trustee determines regardless of whether the Trustee is an occupant of such residence. If the Trustee determines in the Trustee's sole discretion that the disabled beneficiary's interests would be better served in a different residential setting, or that the expenses of maintaining and preserving the residence are prohibitive, then the Trustee has the absolute right and power to sell the residence and reinvest the sale proceeds in any form of investment or to purchase replacement property which meets the disabled beneficiary's needs.

33. To make distributions of Trust income and principal to fund an ABLE account in the beneficiary's name up to the maximum annual amount each year and to use such funds for the beneficiary's benefit.

B. Powers to Continue until Distribution. The powers granted in this Article shall be in addition to those granted by law and may be exercised even after termination of the Trust until actual distribution of the Trust Estate, but not beyond the period permitted by any applicable rule of law relating to perpetuities.

C. No Bond or Security. To the extent that such requirements can legally be waived, no Trustee hereunder shall ever be required to give bond or security as Trustee, or to qualify before, be appointed by, or account to any court, or to obtain the order or approval of any court with respect

to the exercise of any power or discretion granted in this instrument.

D. **No Requirement of Third Party.** 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 a Trustee.

E. **Governing Law.** This instrument and all dispositions hereunder shall be governed by and interpreted in accordance with the laws of the State of Alabama.

F. **HIPPA Authority.** The Trustee may request and obtain access to any and all records from whatever source and in whatever form concerning **BETTY'S** 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.

ARTICLE VI **TAXES**

A. **Taxes and Expenses.** The Trustee shall pay any income tax liability of **BETTY** which results from income received by the Trust but properly reported on **BETTY'S** personal income tax returns. The funds used to pay such income tax liability shall be paid directly to the appropriate tax authority and shall not be available to **BETTY**. Additionally, the Trustee shall be responsible for preparation of such income tax returns. **BETTY** shall have no right or interest in such funds paid by the Trustee for taxes due or for preparation of such returns, because such



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funds are not a resource of **BETTY** and should not be treated as a distribution of income for purposes of Medicaid or SSI qualification.

B. ***Retirement Plan Distributions.*** To the extent that this Trust is the beneficiary of a retirement plan, the Trustee shall draw the benefits from the plan in amounts sufficient to meet the minimum distribution requirements (MDR) of IRS Section 401(a)(9) and the regulations thereunder. Notwithstanding any provision of this Trust to the contrary, the MDR shall be applied for the benefit of the person or persons then entitled to receive or have the benefit of the income from this Trust or if there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated, in equal shares to such beneficiaries. It is my intention that this Trust qualify as a "conduit trust" under IRC §401(a)(9) so that the trust beneficiaries shall be considered designated beneficiaries for purposes of the minimum distribution rules, and that distributions may therefore be taken over the trust beneficiary's life expectancy (or the life expectancy of the oldest Trust beneficiary), as the case may be. The retirement plan shall not be subject to the claims of any creditor and shall not be applied to the payment of debts, taxes or other claims or charges against the Grantor's estate unless and until all other assets available for such purposes have been exhausted.

ARTICLE VII ***TRUSTEE***

A. ***Appointment of Trustee.*** If I cease to act as Trustee hereunder for any reason, my niece, ***TIFFANY NICOLE WATHEN*** shall serve as successor Trustee. ***BETTY*** may not be appointed as Trustee. I may appoint in writing one or more successor Trustees to serve hereunder. The Trustee shall retain the power and authority to remove any appointed Trustee serving hereunder by giving written notice to said fiduciary.

B. ***Resignation of Trustee.*** Any Trustee may resign at any time by giving prior written notice to the beneficiary or his/her legal representative and the successor Trustee. Such resignation shall be effective upon the successor Trustee acknowledging in writing that the successor Trustee will assume the responsibilities of the Trustee.

C. ***Incumbent Trustee.*** The incumbent Trustee shall have all of the title, powers, and discretion granted to the original Trustee, without court order or act of transfer. No successor Trustee shall be personally liable for any act or failure to act of a predecessor Trustee. A successor Trustee may accept the account furnished, if any, and the property delivered by or for a predecessor Trustee without liability for so doing, and such acceptance shall be a full and complete discharge to the predecessor Trustee.

D. ***Acceptance of Trust.*** Trustee executes this Agreement to indicate the Trustee's acceptance of the conditions of the Trust and the Trustee's agreement to act in accordance with the terms of this instrument.

ARTICLE VIII

IRREVOCABILITY

I waive all right, power and authority to amend or revoke this Agreement or any Trust hereby evidenced.

IN WITNESS WHEREOF, ***JEFFERY DALE SMITH*** has hereunto set forth his name as

Grantor and Trustee as of the 3rd day of March, 2021.

Bridgette N. Hinchworth
WITNESS

Brooke Toller
WITNESS

GRANTOR and TRUSTEE:

Jeffery Dale Smith
JEFFERY DALE SMITH

STATE OF ALABAMA)
)
SHELBY COUNTY)

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared **JEFFERY DALE SMITH**, as Grantor and Trustee, whose name is signed to the foregoing instrument in such capacities 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 as their individual act in such capacities.

Given under my hand and official seal, this the 3rd day of March, 2021.

Bridgette N Gilchrist
Notary Public

My commission expires: 11/28/2022

Bridgette N Gilchrist
Notary Public, Alabama State At Large
My Commission Expires Nov. 28, 2022

SCHEDULE OF PROPERTY

This schedule is attached to and forms a part of that certain trust agreement executed by **JEFFERY DALE SMITH**, and known as the **THIRD-PARTY SUPPLEMENTAL NEEDS TRUST AGREEMENT FOR THE BENEFIT OF BETTY BROOKS SMITH**, and identifies the initial property transferred to the Trustee and held subject to the trust created thereunder.

PROPERTY

Cash

\$__