

This instrument prepared by:

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CERTIFICATION OF TRUST
MARY JO DEAN REVOCABLE MANAGEMENT TRUST, DATED NOVEMBER 11, 2021

STATE OF ALABAMA)
COUNTY OF SHELBY)

Effective as of the 16 day of February, 2022, the undersigned **Mary Jo Dean** (the "Affiant" or "Trustee"), the Trustee serving under the Mary Jo Dean Revocable Management Trust, dated November 11, 2021, as amended, hereby certifies as follows:

1. This Certification of Trust is delivered in connection with that certain revocable trust agreement known as the "Mary Jo Dean Revocable Management Trust" entered into by Mary Jo Dean, as Settlor (the "Settlor") and as Trustee, dated November 11, 2021, and which original trust agreement was amended on February 16, 2022, pursuant to which a trust (the "Trust") was created thereunder for the benefit of the beneficiaries thereof (said original revocable trust agreement and all amendments thereto being hereinafter referred to as the "Trust Agreement").

2. Except as otherwise herein provided, the Trust Agreement has not been revoked, modified, amended or terminated and is currently in existence; there have been no amendments or modifications thereto which would terminate, revoke, or substitute or otherwise amend the Trustee(s) serving under the Trust Agreement or otherwise limit the power of any such Trustee over any trust property; and the Trust Agreement has not been revoked, modified or amended in any way that would cause the representations in this Certification of Trust to be incorrect.

3. The Trust is revocable and shall become irrevocable upon the Settlor's death.

4. The mailing address of the Affiant is 641 Lime Creek Way, Chelsea, Alabama 35043.

5. The Trustee serving under the Trust Agreement is authorized under the Trust Agreement to acquire, hold, sell, convey, encumber, lease, borrow, manage or otherwise deal with interests in real and personal property in the Trust created under the Trust Agreement for and on behalf of and in the name of the Trust, and to execute any and all deeds, leases, mortgages and/or other documents required in connection therewith. All powers of the Trustee are fully set forth in the Trust Agreement.

6. Attached hereto are true and correct copies of the pertinent pages of the Trust Agreement required to establish the Affiant as the currently acting Trustee under the Trust Agreement and the powers of the Trustee or any successor trustee under the Trust Agreement. Affiant further states that none of the

remaining terms or provisions of the Trust Agreement conflict with the terms and provisions set forth in the attachments to this instrument.

7. No person or entity paying money to or delivering property to the Trustee shall be required to see to its application. All persons relying on this document regarding the Trustee and the powers of the Trustee over property held in the Trust under the Trust Agreement shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certification of Trust shall be just as valid as the original.

8. This instrument is being executed by the Affiant solely in the fiduciary capacity as named herein, and neither this instrument nor anything herein contained shall be construed as creating any indebtedness or obligation on the part of the Affiant in such person's individual capacity, and the undersigned expressly limits his liability hereunder solely to the property now or hereafter held by them in Trust under the Trust Agreement.

9. The undersigned Affiant certifies that the statements made in this Certification of Trust are true and correct and hereby acknowledge and agree that this instrument is being given with full understanding that it will be relied upon to establish the truth of the matters set forth herein and may be filed for record in any Probate Office for future reference.

**[Remainder of Page Intentionally Left Blank-
Signature Page of Affiant Follows]**

IN WITNESS WHEREOF, the undersigned Affiant have hereunto set their hands and seals effective as of the date first above written.

AFFIANT:

Mary Jo Dean
Mary Jo Dean, as Trustee serving under the Mary Jo Dean
Revocable Management Trust, dated November 11, 2021

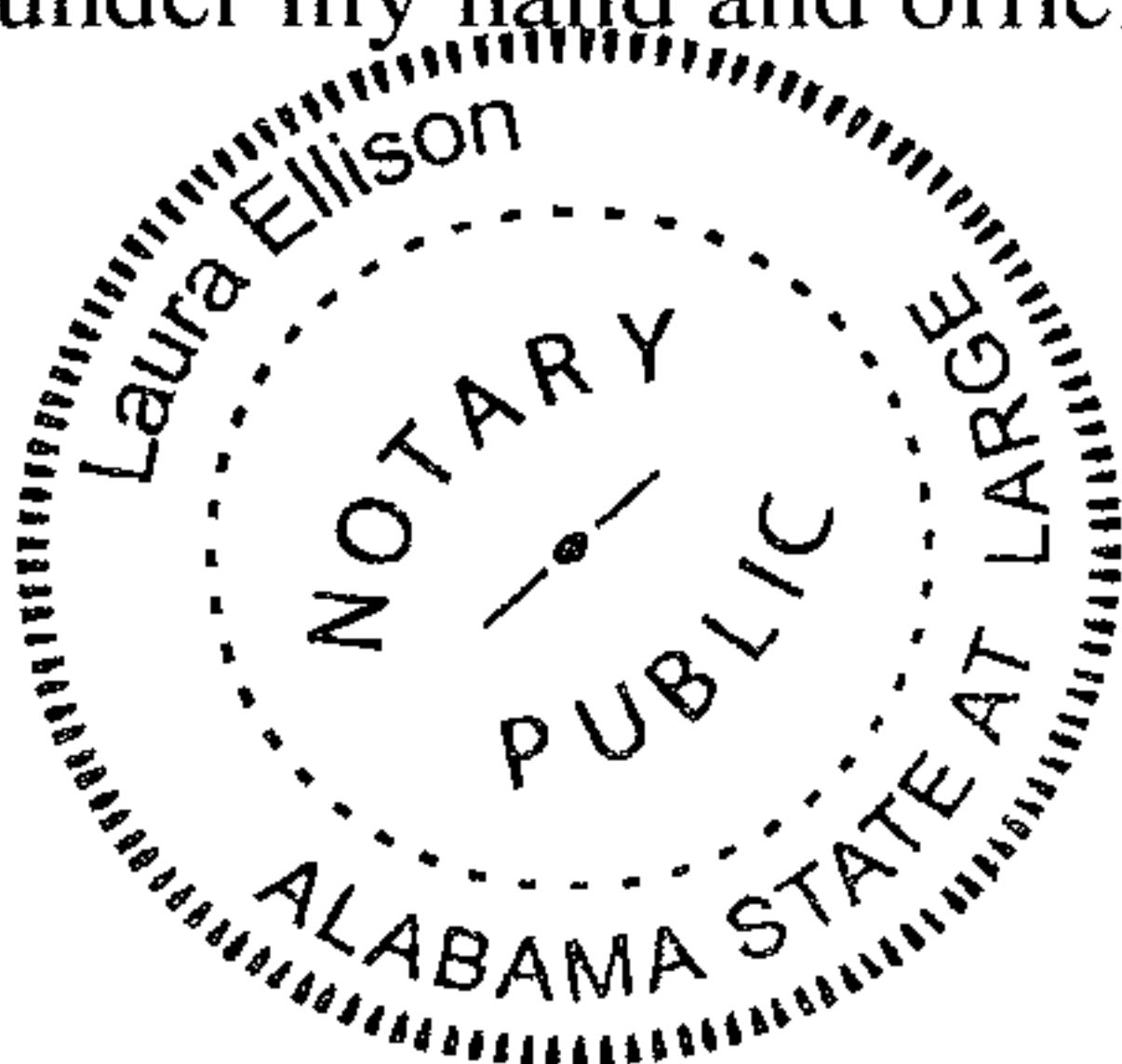
Date of Execution: Feb. 16, 2022

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Mary Jo Dean**, whose name as Trustee of the Mary Jo Dean Revocable Management Trust, dated November 11, 2021, 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 said instrument, she, as such Trustee and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of February, 2022.

(SEAL)



Laura Ellison
Notary Public
My Commission Expires: 3/2/2024

MARY JO DEAN REVOCABLE MANAGEMENT TRUST

AS OF THE 11th day of November, 2021, I, MARY JO DEAN,

the undersigned Grantor and Trustee, hereby enter into this Trust Agreement as follows:

WITNESSETH:

WHEREAS, I desire to create a trust for my beneficiaries named herein; and

WHEREAS, the said Trustee hereinabove named has agreed to accept said trusteeship, and all interest and property which may come to it by reason of this Agreement, for my use and benefit, and as I direct, all in accordance with the provisions hereinafter set forth; and

WHEREAS, I may hereafter cause certain policies of insurance to be made payable to the Trustee, and may hereafter desire to make gifts of other property to the Trustee during my lifetime or by means of provisions in my Last Will and Testament;

NOW, THEREFORE, in consideration of the premises and the love and affection which I have for the beneficiaries mentioned hereinabove, and of other good and valuable consideration received by the Trustee, I do hereby direct that the proceeds of said policies of insurance, and any other property, whether real or personal, received by the Trustee shall be held by it, for the uses and purposes, upon the terms and conditions, and with the powers and duties hereinafter stated.

ITEM I

INTRODUCTION

I am presently unmarried. As of the date of this Trust Agreement, I have two sons, whose names are Lawrence A. Dean and Lyle R. Dean, and two stepsons, whose names are Mark F. Dean and Herman E. Dean, III. For the purposes of this Trust Agreement, references to my "sons" shall mean the Lawrence A. Dean, Lyle R. Dean, Mark F. Dean and Herman E. Dean, III. The terms "descendants" and "lineal descendants" are intended to include my sons and any persons born to or adopted by my sons or by any descendant of mine. Notwithstanding anything to the contrary herein, any person who is adopted on

or after age twenty-one (21) years, and the lineal descendants of such adopted persons, are intended to be excluded from any reference herein to my descendants or lineal descendants.

ITEM II

GRANT OF TRUST

I do hereby grant, assign, set over, transfer and deliver to the Trustee, its successors and assigns, the property listed on Exhibit "A" attached hereto. The Trustee shall hold the trust property herein transferred, and such additional property as may be hereafter acquired by the Trustee under the terms and provisions of this trust, as well as the interest, income and profits to be received therefrom, and/or from the investment or reinvestment of such property (all of which property being hereinafter sometimes referred to as the "trust estate"), as is more specifically set out herein.

TO HAVE AND TO HOLD, all and singular, the above-described property and the interest, income and profits thereof, unto the said Trustee, its successors and assigns, for the following uses and purposes, and subject to the terms, conditions, powers and agreements hereinafter specified.

ITEM III

TRUST ESTATE

(a) The Trustee shall hold the trust estate in trust for my use and benefit, for and during my lifetime.

(1) The Trustee shall pay over to me from the net income and principal of the trust estate, such amounts as I may from time to time direct.

(2) The Trustee shall use and apply so much of the income and principal of the trust estate as may be necessary or desirable, in the sole discretion of the Trustee, for my maintenance and support, and the benefit of any person dependent upon me, taking into consideration other income, resources, or financial assistance available to me or any dependent person from all other sources. Net

income not so used shall be added to, merged with and treated in all respects as a part of the principal thereof.

(3) If the trust estate holds residential property, then I shall have the right to reside in such property free of rent or other charge, and I may direct the Trustee to sell, convey, or transfer such residential property, and to reinvest the net sales proceeds in the trust estate or use all or a portion thereof to purchase or rent another residence of my choice for my benefit and use.

(b) In order to claim homestead exemption rights under Alabama law, I shall have the right to use, possess, and occupy any real property that may be part of the trust estate. My interest in such real property shall be construed so as to qualify as my homestead property. I currently plan to reside in the real property located at **4028 Laura Lane, Chelsea, Alabama 35043**, which property will be designated as my homestead under Alabama law. The Trustee may take any and all actions necessary to obtain and maintain the status of the property located at 4028 Laura Lane, Chelsea, Alabama 35043 as homestead property, including any successor property that may qualify as my homestead under Alabama law.

(c) I hereby grant the power and authority to the Trustee to make certain gifts and transfers from my trust estate, as hereinafter provided.

(1) The Trustee may make annual gifts to the extent excludable for federal gift tax purposes to my sons and also to their spouses and their lineal descendants, in trust or otherwise. The ability to make non-taxable gifts shall also include making transfers of my property on behalf of my sons, their spouses and their lineal descendants as tuition payments to an educational institution and for medical payments to the provider of such medical care; provided, however, that all such transfers shall be "qualified transfers" excluded from the definition of gift by I.R.C. Section 2503(e). The above authority to make non-taxable gifts shall also include the power to establish and/or make transfers to Qualified Tuition Plans that name any of my descendants as designated beneficiaries. In making gifts to Qualified Tuition Plans, my Trustee's determination of the maximum amount of gifts excludable under I.R.C. Section 2503(b) may take into account the treatment of excess contributions to such plans under I.R.C. Section 529(c)(2).

ITEM IX

TRUST REVOCABLE

(a) This trust is hereby created and the interests hereunder are subject to the express condition and reservation of power in me at any time and from time to time to alter, amend or modify this Agreement, to revoke this Agreement, and to withdraw all or any part of the property constituting said trust estate from the terms of this trust, by an instrument in writing signed by me and delivered to the Trustee. The Trustee shall have a reasonable time after receipt of the writing revoking this trust or withdrawing property from this trust in which to deliver the trust property. Any exercise of a power of amendment or modification substantially affecting the duties, rights and liabilities of the Trustee shall be effective upon the Trustee only if agreed to by the Trustee in writing, and the Trustee's failure to agree to such amendment or modification shall be deemed a resignation by the Trustee.

(b) No beneficiaries of this trust other than me shall have any enforceable rights or be entitled to any other information or notice regarding this trust during my lifetime.

(c) This trust shall become irrevocable upon my death.

ITEM X

TRUSTEES

(a) I shall serve as the initial Trustee of the trusts created in this Trust Agreement. In the event of my death, incapacity, inability or unwillingness to serve as Trustee hereunder, then Lawrence A. Dean shall serve as Trustee of the trusts created in this Trust Agreement. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of Lawrence A. Dean, then Herman E. Dean, III, shall serve as Trustee of the trusts created in this Trust Agreement. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of Herman E. Dean, III, then Lyle R. Dean shall serve as Trustee of the trusts created in this Trust Agreement. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of Lyle R. Dean, then Mark F. Dean shall serve as Trustee of the trusts created in this Trust agreement. The Trustee last serving shall have the right to designate as a successor Trustee any bank or trust company having, at the time of such designation, total resources or assets under management of not less than One Hundred Twenty-Five Million Dollars (\$125,000,000.00), or any one or more individuals. Such designation shall be by a writing signed by the said Trustee, properly notarized and attached to this Trust Agreement.

ITEM XI

DUTIES AND POWERS

In the management and control of any trust created by the terms of my Trust Agreement, the Trustee, in its sole judgment and discretion, may do and have done with respect to the trust estate, all things which, in the judgment and discretion of the Trustee, may seem necessary, desirable and proper to promote, protect and conserve the interest of the trust estates and of the beneficiaries thereof, in like manner as if the Trustee were entitled to said property beneficially, and every determination of the Trustee in the construction of the powers conferred upon the Trustee, or in any manner committed to the discretion of the Trustee, or with respect to which the Trustee may be empowered to act hereunder, whether made upon a question formally or actually raised or implied in relation of the premises, shall be binding upon all persons interested in the trusts, and shall not be objected to or questioned on any grounds whatsoever. Without in

any way limiting the generality of the foregoing, but solely in order to define with particularity certain of the powers herein vested in the Trustee, the Trustee shall have and may, in its judgment and discretion, and except as specifically herein provided, without notice to anyone or order of court, exercise, among others, the following powers, to be broadly construed with reference to each trust estate and each share thereof:

a) To sell, exchange, transfer or convey, either before or after option granted, all or any part of said trust estate upon such terms and conditions as the Trustee sees fit, to invest and reinvest said trust estate and the proceeds of sale or disposal of any portion thereof, in such loans, stocks, bonds or other securities, mortgages, common trust funds, shares of investment companies or investment securities of management-type investment companies such as mutual funds, registered mutual funds (including funds for which the trustee, or an affiliate of the trustee, provides investment advisory, custodial or other compensated services), interests in limited liability companies, partnership interests of any kind, currencies, or other property, including partial interests therein, such as life estate, term or remainder interests, real or personal, whether so-called "legal" investments of trust funds or not, as to the Trustee may deem necessary or desirable. The Trustee may delegate all or any part of the above powers to such investment counselors, consultants or managers as it deems appropriate.

b) To improve, repair, lease, rent for improvement or otherwise, for a term beyond the possible termination of this trust, or for any less period, either with or without option of purchase, and to let, exchange, release, partition, vacate, dedicate, or adjust the boundaries of, any real estate constituting a part of said trust estate.

c) To borrow money for such time and upon such terms as the Trustee sees fit, without security or on mortgage of any real estate or upon pledge of any personal property held by the Trustee hereunder, and to execute mortgages or pledge agreements therefor.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/01/2022 04:06:46 PM
\$15.00 BRITTANI
20220301000087610

Allie S. Bayl