



20220718000281620 1/14 \$15.00  
Shelby Cnty Judge of Probate, AL  
07/18/2022 11:56:27 AM FILED/CERT

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

CERTIFICATION OF TRUST FOR  
**The DAN GORDON REVOCABLE TRUST**  
dated March 15, 2021

The undersigned, **DANIEL GORDON**, being first duly sworn, deposes and says, he is at least 19 years of age and is the currently acting trustee of the **DAN GORDON REVOCABLE TRUST dated March 15, 2021**, and further states as follows:

1. There is a valid and existing trust, having been created by the **DAN GORDON REVOCABLE TRUST dated March 15, 2021**.
2.
  - A. The original settlor(s) and successor settlor(s), if any, of the trust was/were: **DANIEL GORDON**
  - B. The following person(s) contributed money, funds, real property, or personal property to the trust:  
**DANIEL GORDON**
  - C. The original settlor(s), **DANIEL GORDON**, is alive and well as of this date.
  - D. The original trustee is **DANIEL GORDON**.
  - E. The name and address of the currently acting trustee:  
**DANIEL GORDON**  
1070 Williams Trace, Birmingham, AL 35242
  - F. The **DAN GORDON REVOCABLE TRUST dated March 15, 2021** has definite beneficiaries. The named beneficiaries are not the sole trustee and sole beneficiary.
3. The administrative and/or managerial powers of the trustee and any restrictions imposed upon said Trustee in dealing with assets of the Trust are as hereinafter described on the attached "Exhibit A".
4. The Trust is revocable by **DANIEL GORDON**.
5. The following trustees have the authority to sign documents and instruments:  
**DANIEL GORDON**, as Trustee.
6. The Trust's taxpayer identification number is intentionally omitted for recording
6. Trust Property should be titled as follows: **DANIEL GORDON, Trustee under the DAN GORDON REVOCABLE TRUST dated March 15, 2021**.
7. To the best of the undersigned's knowledge, the trust has not been revoked, modified, or amended in any manner that would cause the representations and statements contained herein to be incorrect.



20220718000281620 2/14 \$15.00  
Shelby Cnty Judge of Probate, AL  
07/18/2022 11:56:27 AM FILED/CERT

8. No person or entity paying money to or delivering property to my Trustee shall be required to see its application. All persons relying on this document regarding the Co-Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance. A Copy of this Certificate of Trust shall be just as valid as the original.

The undersigned Trustee certifies that the statements in this Certificate of Trust are true and correct and that it was executed on this the 7<sup>th</sup> day of July, 2022.

DANIEL GORDON, Trustee

STATE OF ALABAMA     )  
  :  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that DANIEL GORDON, whose name as Trustee of the Trust Agreement of DAN GORDON REVOCABLE TRUST dated March 15, 2021, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, she, acting in his capacity as such Trustee and with full authority, executed the same voluntarily for and as the act of said Trust.

Given under my hand and official seal this the 7<sup>th</sup> day of July, 2022.

[AFFIX SEAL]



NOTARY PUBLIC  
My commission expires: 6-2-2023



20220718000281620 3/14 \$15.00  
Shelby Cnty Judge of Probate, AL  
07/18/2022 11:56:27 AM FILED/CERT

## EXHIBIT A

### **TRUSTEE POWERS**

#### **A. General**

Except as otherwise specifically provided in this Trust Agreement, the Trustee of each trust estate shall have full power and authority to do any and all things necessary or proper to manage, control, invest and reinvest the assets constituting the trust estate, consistent with the provisions of this Trust Agreement and of applicable law, in the same manner as if the Trustee were the fee simple owner of the trust estate. The Trustee of any such trust estate shall have the power to enter into any covenants or agreements binding the trust estate, regardless of whether said covenants or agreements extend beyond the termination of such trust estate. Notwithstanding the foregoing, the Trustee shall be relieved of all affirmative duties and obligations imposed upon Trustees by applicable state law, including, but not limited to, any duties, obligations and notice requirements imposed by any Uniform Trust Code which would otherwise apply to any trust under this Trust Agreement. However, the preceding sentence shall only apply to those duties and obligations of the Trustee which may be waived or amended by this Trust Agreement pursuant to applicable state law.

#### **B. Fiduciary Nature of Powers**

Notwithstanding any other provision of this Trust Agreement, all discretions, powers and authority shall be exercised by the Trustee in a fiduciary capacity, prudently and exclusively in the interest of the beneficiaries.

#### **C. Enumerated Powers**

In addition to all powers granted to Trustees under applicable state law, including those set forth in Alabama Code Section 19-3B-816, which are incorporated herein by this reference, the Trustee of each trust estate shall have the powers listed below:

##### **1. Transactions**

Sell, exchange, lease (for terms extending beyond the termination of the trust or otherwise), rent, mortgage, pledge, assign, transfer or otherwise dispose of all or any part of the trust estate upon such terms and conditions as the Trustee shall determine, with or without notice.

##### **2. Investments**

Invest and reinvest all or any part of the trust estate in such stocks (common and preferred), bonds, notes, debentures, certificates, instruments, bank accounts (including savings accounts, time certificates of deposit or any other type of account in any bank, savings and loan association or other financial institution), mutual fund shares, shares or participations in any common trust fund, securities, repurchase agreements from any savings institution, financial institution or bank, and in any other property, real or personal, whether or not any such instrument is of the class or kind ordinarily approved or held to be lawful for the investment of trust funds, as the Trustee may, in the sole and absolute discretion of the Trustee,



select, including the investment and reinvestment of trust assets in or with the corporate Trustee, or any affiliate of the corporate Trustee; to make and change any such investments at any time according to the discretion of the Trustee; to continue to hold any stock, securities or other property which the Trustee may receive, as an addition to any trust estate; to make or retain any such investment without regard to whether or not such investment constitutes a disproportionate amount, or all, of the trust estate and without liability on the part of the Trustee for failure to diversify; and to invest any part of the trust estate in property located outside the Settlor's state of domicile, including property located outside the United States of America, without notice of any kind and in any manner and upon such terms and conditions as the Trustee deems advisable.

Retain, trade and speculate in any real, personal or mixed property as the Trustee deems advisable, wherever situated, including, but not limited to: (a) any one or more or all commodities regularly traded on exchanges in or outside the United States, in either spot or future contracts, claims, straddles, spreads or any other type of commodity contract, whether long or short; (b) puts, calls and straddles in any domestic or foreign securities or listed and traded on regulated securities exchanges and short sales of such contracts and of securities; (c) interests in oil, gas, coal, gravel, sand, sulfur, precious stones, metals and their ores, including but not limited to iron, aluminum, copper, silver, platinum, uranium and gold, if not prohibited by law, and any other mineral and timber rights, royalties, leases and payments; (d) any interests in breeding or dairy cattle, hogs, sheep or other animals; (e) postage stamps, coins, jewelry, rare books, paintings, statues, sculptures, antiques, curios, and other art objects; (f) aircraft, ships, railroad locomotives and cars, buses, antique automobiles and other vehicles; and (g) foreign currencies, including future contracts, whether long or short.

Delegate, if and to the extent permitted under applicable law, the investment and asset management functions that a prudent investor of comparable skills could properly delegate under the circumstances consistent with the Trustee's fiduciary duties to the trust beneficiaries.

### **3. Title to Assets**

Cause the securities or other property which may comprise the trust estate, in whole or in part, to be registered in the name of the Trustee, or in the name of the Trustee as Trustee, or in the name of a nominee or nominees without disclosing the trust, or (in the case of securities) to take and keep the same unregistered and retain them or any part of them in such manner that they will pass by delivery. However, in no event shall any such registration or holding by the Trustee relieve the Trustee of liability for the safe custody and proper disposition of such trust property in accordance with the terms and provisions of this Trust Agreement.

### **4. Brokerage Accounts**

Open and maintain one or more separate brokerage accounts (including but not limited to margin, cash or other types) as the Trustee deems necessary for the proper investment of the securities of the trust estate; and instruct any broker or



brokerage firm utilized by the Trustee to open and maintain such separate brokerage accounts.

## **5. Securities**

Exercise all conversion, subscription, voting and other rights of any nature pertaining to any securities of any corporation held as a part of the trust estate (including securities of the corporate Trustee, or any affiliate of such corporate Trustee); grant proxies, discretionary or otherwise, in respect of such securities; vote to elect the Trustee or any person affiliated with, employed by or related to the Trustee as a director of any such corporation; as officer or director of any such corporation, vote to have such corporation employ and pay the Trustee or such person compensation either as an officer, director or employee of such corporation (or in any one or more of such capacities); and take all actions as the Trustee may consider necessary or desirable in complying with applicable securities laws and regulations.

With respect to securities constituting any part of the trust estate: (a) give investment letters and other assurances in connection with the acquisition of any securities, and rely upon advice of counsel in disposing of any securities subject to investment letters or other restrictions; (b) in making a sale of any securities constituting all or any part of the trust estate, engage in transactions not involving a public offering, and engage alone, and participate with others, in secondary offerings, combinations of new issue and secondary offerings and other public offerings; (c) make an offering of securities on a bid basis; (d) participate in listing any securities on any stock exchange; (e) exercise registration rights, and participate in preparing and filing registration statements and amendments; (f) select investment bankers or other underwriters in connection with any offering on the basis of ability and reputation and not solely on the basis of compensation to be paid; (g) enter into letters of intent and underwriting agreements on any reasonable basis including a firm commitment, best efforts, or all or none arrangement; (h) agree to compensate underwriters in one or more methods including cash, underwriting spread or discount, warrants and non reimbursable expense allowances, and grant rights of refusal on subsequent offerings; (i) retain securities counsel, experienced accountants and other consultants in connection with any offering; (j) pay out of the proceeds of any offering, or out of any other property of such trust, all reasonable expenses incurred in connection with such an offering of securities, including printing and engraving expenses, counsel fees, accountants' fees, consultants' fees and filing fees; (k) make representations, warranties and undertakings which are reasonably necessary in making any offerings; (l) make all necessary filings with regulatory agencies and prepare and file notifications and offering circulars; (m) give indemnifications against liabilities in connection with any offering, including those arising or alleged to arise out of false and misleading statements, material omissions, misrepresentations and mistakes under the Securities Act of 1933, the Securities Exchange Act of 1934, any amendatory or supplemental federal legislation, and any corresponding state legislation; (n) acquire insurance against such liabilities in the gross amount of any offering, and pay the costs of such insurance out of the trust estate; (o) make exempt distributions of securities in



broker's transactions or otherwise, engage in transactions which are not considered to be distributions, and give all notices and provide all information required to lawfully engage in such transactions; (p) accept and act upon, or reject and oppose, tender offers and exchange offers; (q) comply fully with the provisions of the Securities Act of 1933, the Securities Exchange Act of 1934, any amendatory or supplemental federal legislation, and any corresponding state legislation; (r) apply for, obtain and rely upon no action letters from the Securities and Exchange Commission and similar types of opinions from corresponding state regulatory agencies; and (s) obtain and rely upon opinion of counsel for any issuer of securities that a proposed transaction is an exempt transaction or that a security is an exempt security. As used in this paragraph, the terms "security," "securities," "exempt," "distribution," "offering" and "public offering" shall be construed in accordance with the Securities Act of 1933, the Securities Exchange Act of 1934, any amendatory or supplemental federal legislation, and any corresponding state legislation.

#### **6. Principal and Income Determinations**

Make reasonable allocations of receipts and disbursements between principal and income in the Trustee's discretion. In exercising this power, the Trustee may create and maintain a reserve for depreciation and depletion. Furthermore, the Trustee may, pursuant to a reasonable and impartial exercise of discretion, include realized capital gains in distributable net income to the extent they are allocated to income, are allocated to principal but treated consistently on the trust's books, records and tax returns as part of a distribution to a beneficiary, or are allocated to principal but actually distributed to a beneficiary or utilized by the Trustee in determining the amount that is distributed or required to be distributed to a beneficiary.

#### **7. Receipts and Settlements**

Collect, receive and give acquittances for all income, rent and profits of the trust estate, and compromise and adjust any claims which the trust estate, or the Trustee, may assert against others, or which others may assert against the trust estate or the Trustee.

#### **8. Agents**

Employ agents, attorneys, accountants, corporate custodians, and investment counsel to be selected by the Trustee, including any such professionals who may be associated with the same firm as the Trustee, if the Trustee deems such employment to be in the best interest of the trust estate, and pay such persons reasonable compensation out of the trust estate.

#### **9. Administration Expenses**

Pay out of the trust estate all reasonable costs and expenses of administering the trust estate, all fees lawfully due to the Trustee as such, and any and all other necessary or proper expenses.



#### **10. Additions to Trust Estate**

Accept by gift, devise, transfer or conveyance additional property, satisfactory to the Trustee, from any source, to be added to and become a part of the trust estate, subject to all of the terms and conditions provided in this Trust Agreement.

#### **11. Cash**

Maintain in the trust estate an amount or amounts of uninvested cash as may appear to the Trustee to be reasonably necessary to provide for future payments to be made from the trust estate.

#### **12. Loans and Guarantees**

Loan money to or borrow money from any person or entity (including the Trustee, or any affiliate of such Trustee) upon such terms and conditions and for such period or periods of time as the Trustee, in the Trustee's discretion, deems proper; repay or provide for the repayment of any borrowed funds from the principal or the income of the trust estate, in the discretion of the Trustee; collect or provide for the collection of any loaned funds; secure the repayment of any borrowed funds by mortgage, deed of trust or pledge of all or any portion of the trust estate; execute or continue any guarantee of any loan to or for the benefit of the trust estate or any beneficiary; and secure the obligations of any guarantee by mortgage, deed of trust or pledge of all or any portion of the trust estate.

#### **13. Pledges and Guaranties Directed by Settlor**

Pledge any asset of the trust as security for any loan to or other obligation of the Settlor or any other party as directed by the Settlor by written instruction delivered to the Trustee. However, the Trustee shall not, unless otherwise directed by the Settlor, be entitled to the proceeds of any such loan or other obligation. In addition, the Settlor may direct the Trustee to guarantee any loan or other obligation of the Settlor or of any other party.

#### **14. Transactions with Others**

Hold as an asset of the trust estate an undivided interest in property in which any other person (including, but not limited to, any other trust estate of which the Trustee may also be Trustee) has an undivided interest, and deal with any other such trust estate and, in the discretion of the Trustee, to obligate the trust estate jointly with any other such trust estate, and commingle the funds and assets of the trust estate with those of any other trust estate, provided the Trustee shall keep and maintain full and accurate records reflecting the interest of each such trust estate.

#### **15. Merger of Trusts**

Merge any trust estates being held for the benefit of the same beneficiary or beneficiaries (under this or any other instrument and regardless of whether or not the settlors are the same) into one single trust estate, if, in the opinion of the Trustee (a) the terms of such trusts are substantially identical, or (b) such a merger can be effected without materially adversely affecting the interests of such



beneficiary or beneficiaries. Before taking such action, the Settlor suggests the Trustee obtain advice from legal counsel regarding the income, estate, and GST tax effect(s) of a proposed merger.

#### **16. Custodian for Minor Beneficiary**

Appoint a custodian for any minor beneficiary under the Uniform Transfers to Minors Act (or any similar law) of any state, and pay over and deliver to such custodian, free from trust, all or any portion of any distribution from such minor beneficiary's share of the trust estate in the sole and absolute discretion of the Trustee. The receipt of such custodian shall fully discharge the Trustee from any further liability with respect to any such distribution.

#### **17. Deferral of Final Distribution**

Defer the distribution of the trust estate for a reasonable period of time after termination of any trust, in the discretion of the Trustee, until all matters pertaining to such trust estate have been settled. Meanwhile, the Trustee may continue to exercise all powers of sale, investment and other powers conferred upon the Trustee, until final distribution of such trust estate.

#### **18. Collection of Life Insurance and Other Benefits**

Collect the proceeds of all life insurance policies, benefit plans or other benefits or amounts that may be payable to the Trustee or owned by the Trustee as part of the trust estate. For such purposes, the Trustee shall have full power and authority to (a) execute and deliver any receipt or other voucher; (b) institute any suit or suits at law or in equity in order to enforce such policies; and (c) in the case of controversy or litigation over collection, to adjust, compromise, or otherwise settle any controversy or contest concerning such policies or the collection of such amounts.

With respect to insurance insuring the life of any beneficiary of any trust or any person in whom any beneficiary has an insurable interest: (a) acquire by gift, bequest, purchase or otherwise, as an asset of the trust, one or more of such insurance policies, which policies shall be payable to the trust; (b) exercise any right, power or discretion with respect to the acquisition, retention, disposition or maintenance in force of any policy held in trust, and any incident of ownership with respect to any such policy, including but not limited to the powers stated in this paragraph; (c) receive dividends or distributive shares of surplus relating to any such policy in cash, or apply the same to the payment of premiums or to the purchase of additional insurance, including term or paid up insurance, or permit the same to remain on deposit at interest with the respective insurers, and receive such interest or permit it to accumulate; (d) receive from the respective insurers or from any bank or other lender such advances or loans which may be available on account of any such policy or on the security of any such policy; (e) receive surrender values, proceeds of matured endowments, or other lifetime policy benefits; (f) exercise any and all options, elections, rights and privileges granted in such a policy; (g) sell, assign (absolutely or as collateral), pledge or hypothecate any such policy; (h) convert any such policy into an extended term



coverage contract, supplementary contract, fully or reduced paid up contract, or into any other form of insurance or annuity; (i) with respect to payment of premiums of any policy held in trust, pay premiums as they become due from any assets held in trust, or prepay for reasonable periods, as may be deemed advisable, any premiums which may be due, or may reasonably be expected to become due; (j) make proofs of death or other proofs as may be necessary to collect the proceeds due by reason of the maturing of any insurance policy or other death benefit payable to the trust; and (k) collect all monies due, and give receipts to any insurer or other entity for amounts payable to the trust as the proceeds of any policy or other death benefit, which receipts shall constitute a complete discharge from further liability of the insurer or other entity making such payment.

#### **19. Environmental Powers**

Pay out of the trust estate such amounts as necessary to: (a) conduct environmental assessments, audits and site monitoring; (b) take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, discharge or contamination; (c) 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 a private litigant; (d) comply with any local, state or federal agency order or court order directing an assessment, abatement or clean up of any environmental hazard; and (e) employ agents, consultants and legal counsel to assist or perform the foregoing undertakings or actions.

#### **20. Real Property**

With respect to any interest in real property constituting any part of the trust estate: (a) improve, manage, protect, develop, acquire additions to, exchange, and abandon any such interest; (b) dedicate to public use or, where legally permissible, withdraw from such dedication, parks, streets, highways, or alleys; (c) subdivide or re-subdivide any real property; (d) borrow money for the purposes authorized by this paragraph for such periods of time and upon such terms and conditions as to rates, maturities and renewals as the Trustee deems advisable, and mortgage or otherwise encumber all or any part of such property, whether in possession or reversion; (e) lease or sublease all or any part of such property to commence at the present or in the future, upon such terms and conditions, including options to renew or purchase, and for such period or periods of time as the Trustee deems advisable, although such period or periods may extend beyond the duration of the trust involved; (f) make gravel, sand, oil, gas and other mineral leases, subleases, contracts, licenses, conveyances or grants of every nature and kind which are lawful in the jurisdiction in which such property is located; (g) manage and improve timber and forests on such property, sell the timber and forest products, and make grants, leases, and contracts with respect to such property; (h) modify, renew or extend leases; (i) employ agents to rent and collect rents; (j) grant and create easements, and release, convey, or assign any right, title or interest with respect to any easement; (k) erect, make repairs, replacements or improvements, structural or otherwise, or renovate any building or other improvement on any such property, or other property in which the

Trustee or a beneficiary has a direct or indirect interest, and alter, raze, remove or demolish any building or other improvement, in whole or part; (l) build, construct and complete any building or buildings on any such property or other property in which the Trustee or a beneficiary has a direct or indirect interest, if the Trustee, in the Trustee's sole and absolute discretion, deems such building or construction to be advisable and proper and in the best interests of the trust estate and the beneficiaries; (m) survey, partition, and adjust boundaries, and make plats of any such property; (n) execute and deliver one or more tenants in common agreements, including any modification or amendment to any such agreements or to any existing tenants in common agreements, regarding any tenancy in common interests which may be a part of the trust estate, assume and discharge all obligations and responsibilities binding upon the Trustee under any such agreements, execute and deliver all instruments authorized or required under any such agreements, and perform such further acts and execute and deliver such further instruments as the Trustee, in the Trustee's sole and absolute discretion, may determine are necessary or desirable in respect to any such tenancy in common interest; and (o) deal with any such real property and every part thereof in all other ways and for such other purposes or considerations as would be lawful for any person owning the same.

## **21. Business Interests**

Continue or participate in the operation of any business or other enterprise, whatever its form or organization ("business") to the extent, upon such terms and conditions, and for such periods of time as the Trustee deems necessary or appropriate, and, in so doing: (a) effect incorporation, dissolution, merger, consolidation or sale of all or substantially all of the assets, either for cash or in exchange for stock or other securities, or make other changes in the form of the organization of the business, and diminish, enlarge or change the scope or nature of any such business; (b) dispose of any interest and to acquire the interests of others in any such business; (c) contribute to, invest additional capital in and lend money to any such business, upon such terms and conditions as the Trustee shall approve; (d) control, direct and manage any such business, delegate all or any part of the Trustee's power to supervise and operate such business to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the business (or anyone employed by, associated with or interested in the Trustee or any affiliate of the Trustee); (e) hire and discharge officers and employees, fix their compensation and define their duties, and employ, compensate, and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee deems appropriate, including the right to employ any beneficiary, any individual Trustee (or anyone employed by, associated with or interested in the Trustee or any affiliate of the Trustee), in any of the foregoing capacities; (f) pledge other assets of the trust as security for loans made to any such business; (g) retain in any such business such amount of the net earnings for working capital and other purposes of the business as the Trustee deems advisable in conformity with sound business practice, provided such retention does not impair the right of any non-discretionary income beneficiary to receive his or her share of the income from the trust; (h) sell or liquidate all or any part of any such business at such time and place and upon such terms and



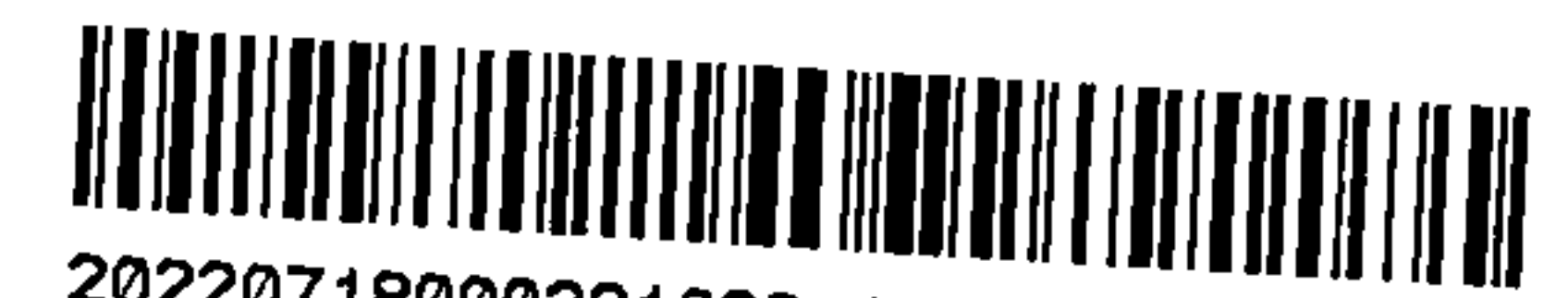
conditions, including credit, as the Trustee may determine, including a sale to any partner, officer or employee of the business or to any individual Trustee or beneficiary; (i) invest other trust funds in any such business and loan funds from the trust to any such business; and (j) enter into, comply with or carry out the terms of any binding agreement regarding the disposition or acquisition of any interest in a business entity held in the trust estate. In all cases in which the Trustee is required to furnish statements to beneficiaries or to file accounts in any court, it shall not be necessary to itemize business receipts and disbursements and distributions of property, but it shall be sufficient for the Trustee to show in the account a single figure or consolidation of figures. The Trustee shall be permitted to account for money and property received from any such business and any payments made to such business in lump sum without itemization.

## **22. Partnership Interests**

Hold or acquire partnership interests as an asset of any one or more trusts and to form or participate in the formation of one or more partnerships and in connection therewith to contribute trust assets to any such partnership in exchange for an interest therein, and, in so doing: (a) enter into any partnership agreement as a general or limited partner or become a substitute general or limited partner; (b) execute and deliver one or more partnership agreements, including any modification or amendment to any such agreement or to any existing partnership agreements; (c) exercise all rights and powers exercisable by the Trustee as a partner in any such partnership; (d) assume and discharge all obligations and responsibilities binding upon the Trustee as a partner; (e) execute and deliver all instruments authorized or required under any such partnership agreement; (f) request any such partnership, and any partnership in which the Settlor's estate has an interest, to file an election pursuant to Section 754 of the Code in the case of (i) a distribution of a partnership property pursuant to Section 734 of the Code, or (ii) a partnership transfer as provided in Section 743 of the Code; (g) enter into any such partnership agreement or modification under which taxable income or loss, or any item of taxable income or loss, is specifically allocated to a certain partner or partners pursuant to Sections 702 and 704 of the Code; and (h) perform such further acts and execute and deliver such further instruments as the Trustee may determine, in the sole and absolute discretion of the Trustee, are necessary or desirable in respect to any such partnership interest. Except as otherwise provided in this Trust Agreement, the Trustee shall treat all distributions from partnerships in which the trust estate has an interest as income to the extent permissible under applicable trust accounting standards.

## **23. Limited Liability Company Interests**

Hold or acquire limited liability company interests as an asset of any one or more trusts and to form or participate in the formation of one or more limited liability companies and in connection therewith to contribute trust assets to any such limited liability company in exchange for an interest therein, and, in so doing: (a) execute and deliver to the appropriate governmental office any articles of organization or other instruments related to the formation, organization or operation of a limited liability company; (b) execute and deliver to the appropriate

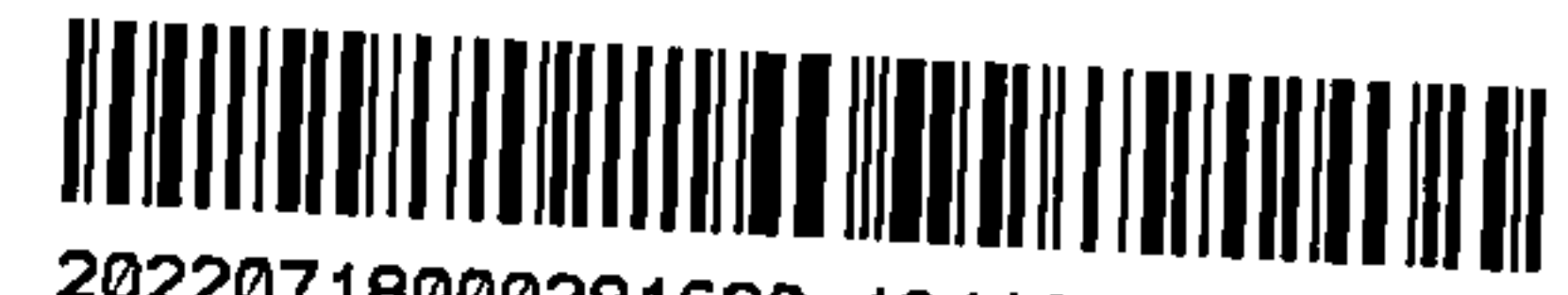


20220718000281620 12/14 \$15.00  
Shelby Cnty Judge of Probate, AL  
07/18/2022 11:56:27 AM FILED/CERT

governmental office any instruments required in order to register any such limited liability company to conduct business, operate, or own or control any interest, in any foreign state, nation or territory; (c) enter into any operating agreement or any other agreement related to the formation or operation of any such limited liability company as a member or as an income interest holder or to become a substitute member or income interest holder; (d) execute and deliver one or more operating agreements or any other agreement related to the formation or operation of any such limited liability company, including any modification or amendment to any such agreement or to any existing agreements; (e) exercise all rights and powers exercisable by the Trustee as a member or income interest holder in any such limited liability company; (f) assume and discharge all obligations and responsibilities binding upon the Trustee as a member or income interest holder; (g) execute and deliver all instruments authorized or required under any such operating agreement or any other agreement related to the formation or operation of any such limited liability company; (h) request any such limited liability company, and any limited liability company in which the Settlor's estate has an interest, to file an election pursuant to Section 754 of the Code in the case of a distribution of limited liability company property made pursuant to Section 734 of the Code, or a transfer as provided in Section 743 of the Code; (i) enter into any such operating agreement, or any other agreement related to the formation or operation of any such limited liability company, or any amendment or modification thereto, under which taxable income or loss, or any item of taxable income or loss, is specifically allocated to any member(s) or income interest holder(s) pursuant to Sections 702 and 704 of the Code; and (j) perform such further acts and execute and deliver such further instruments as the Trustee may determine, in the sole and absolute discretion of the Trustee, are necessary or desirable in respect to any such limited liability company interest.

#### **24. Farming Operations**

Operate any farming operation received or acquired by the Trustee and to do any and all things deemed advisable by the Trustee in the management and maintenance of such farm and the production and marketing of the crops and the dairy, poultry, livestock, orchard and forest products from such farm, including, but not limited to, the power to: (a) operate the farm with hired labor, tenants or sharecroppers; (b) lease or rent the farm for cash or for a share of the crops; (c) purchase or otherwise acquire farm machinery, equipment and livestock; (d) construct, repair, and improve farm buildings of all kinds needed, in the Trustee's judgment, for the operation of the farm; (e) make or obtain loans or advances at the prevailing rate or rates of interest for farm purposes, such as for production, harvesting, or marketing, for the construction, repair, or improvement of farm buildings, or for the purchase of farm machinery, equipment or livestock; (f) utilize approved soil conservation practices in order to conserve, improve and maintain the fertility and productivity of the soil; (g) protect, manage and improve the timber and forest on the farm and sell the timber and forest products when it is to the best interest of the trust estate; (h) to ditch, dam and drain any damp or wet fields or other areas of the farm when and where needed; (i) engage in the production of livestock, poultry or dairy products, and to construct such fences and buildings and to plant such pastures and crops as may be necessary to carry



on such operations; (j) market the products of the farm; and, (k) in general, employ good husbandry in the farming operation.

## **25. Natural Resources**

With respect to any interests in oil, natural gas, minerals, and all other natural resources, including oil and gas royalties, leases, payments, other oil and gas interests and any other rights of any character associated with any such interests, whether owned in fee, as lessee, lessor, licensee, concessionaire or otherwise, either alone or jointly with others as partner, joint tenant or joint venturer or in any other non corporate manner: (a) make oil, gas and mineral leases or subleases; (b) pay delayed rents, lease bonuses, royalties, overriding royalties, taxes, assessments, and all other charges; (c) sell, lease, exchange, mortgage, pledge or otherwise hypothecate any or all of such rights and interests; (d) surrender or abandon, with or without consideration, any or all of such rights and interests; (e) make farm out, pooling, and unitization agreements; (f) make reservations or impose conditions on the transfer of any such rights or interests; (g) employ the most advantageous business form in which properly to exploit such rights and interests, whether as a corporation, a general or limited partnership, a mining partnership, a joint venture, a co tenancy, or otherwise; (h) drill, test, explore, mine, develop and otherwise exploit any and all such rights and interests; (i) produce, process, sell or exchange all products recovered through the exploitation of such rights and interests, and to enter into contracts and agreements for or in respect of the installation or operation of absorption, reprocessing or other processing plants; (j) carry any or all such interests in the name or names of a nominee or nominees; (k) to the extent permitted by law, delegate to the operator of such property any or all of the powers set forth in this paragraph; (l) employ personnel, rent office space, buy or lease office equipment, contract and pay for geological surveys and studies, procure appraisals; and (m) generally to conduct and engage in any and all activities incident to the foregoing powers, with full power to borrow and pledge in order to finance such activities, together with the power, in accordance with applicable law, to allocate between principal and income the net proceeds received as consideration, whether as royalties or otherwise, for the permanent severance from lands of oil, natural gas, minerals, and all other natural resources. In the exercise of the foregoing powers, the Trustee shall have the right to rely on the judgment and recommendations of the operators of such property and the Trustee need not make an independent investigation before acting on their reasonable recommendations.

## **26. Personal Residence**

If a personal residence is or becomes an asset of any trust under this Trust Agreement, the Trustee may, in its discretion, allow the Primary Beneficiary of such trust to occupy such residence during such Primary Beneficiary's lifetime, at no cost, free of rent and without charge. The Trustee may, in its discretion, pay all real estate taxes, mortgage installments, insurance premiums, repair bills, and other expenses necessary to keep the residence and grounds in proper condition. Such payments may be made out of income to the extent that income is not



20220718000281620 14/14 \$15.00  
Shelby Cnty Judge of Probate, AL  
07/18/2022 11:56:27 AM FILED/CERT

otherwise distributed, and may be made out of principal to the extent that income is not available for the purposes specified.

## **27. Digital Assets**

To access, take control of, conduct, continue, terminate or receive other disclosure pursuant to applicable law, of the Settlor's accounts on any website or held by any custodian with an online component, including any social networking site, photo sharing site, micro blogging or short message service website or any email service website (except as provided herein). All service providers or custodians for such accounts may release the Settlor's log-on credentials, including username and password, to the Trustee serving hereunder. The Trustee may, in such person's sole discretion and on behalf of the trust, indemnify and hold harmless any website service provider or custodian for any damages, causes of action or claims that may result from the disclosure. The authority granted to the Trustee hereunder is intended to constitute "lawful consent" to a service provider or custodian to divulge the contents of any communication under The Stored Communications Act (currently codified as 18 U.S.C. §§ 2701 et seq.) and any other applicable federal or state data privacy law or criminal law, to the extent such lawful consent is required, and a Trustee acting hereunder shall be an authorized user for purposes of applicable computer-fraud and unauthorized-computer access laws. Notwithstanding the foregoing, the powers granted above do not authorize access to email accounts generally or to receive the content of electronic communications of the Settlor contained in such an account pursuant to applicable law unless a separate arrangement has been made by the Settlor with a particular service provider or custodian, but the powers granted are intended to expressly authorize the Trustee to receive a catalogue of electronic communications of the Settlor pursuant to applicable law (unless the Settlor has made other arrangements with a particular service provider). The words "Digital Property" shall be interpreted to include "Digital Assets" under applicable law.

## **D. Early Termination of Trust**

Subject to any express limitation provided with respect to the trust estates, or any specific trust estate, created under this Trust Agreement, the Trustee (other than a Trustee who is entitled to a trust distribution upon termination of such trust) may terminate any trust estate or merged trust estate and distribute the property then constituting such trust estate, free from trust, to the beneficiary for whom the trust was created (and in the case of a minor beneficiary, to a custodian for such beneficiary under the Uniform Transfers to Minors Act or any similar law of any state) if, as and when the fair market value of such property is not sufficient, in the opinion of the Trustee, to make it economical, prudent or wise to continue to administer such trust estate as a separate trust estate.