Certificate of Trust

Comes now, ANTHONY BUSZKA, TRUSTEE of the EUGENIA C. CLEMORE REVOCABLE LIVING TRUST dated August 18, 2005, and not amended (the "Trust"), and first being duly sworn, states, affirms and declares as follows:

1) The name and address of the currently acting trustee of the trust is as follows:

Name:

ANTHONY BUSZKA

Address:

102 Kauffman Circle, Madison, AL 35758

- 2) The trust is currently in full force and effect.
- 3) Attached to this Affidavit and incorporated in it are selected provisions of the Trust evidencing the following:

a)	Article I	Name of Trust
b)	Article III	Designation of Trustee
c)	Article IX	General Provisions
d)	Article XI	Powers of Trustee
e)	Article XII	Provisions concerning Trustee
f)	Article XIII	Rights Reserved (Amendment and Revocation)

- 4) The trust provisions which are not attached to this Affidavit are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustees.
- 5) The signatory of this Affidavit is currently the acting Trustee of the Trust and declares that the foregoing statements and the attached trust provisions are true and correct copies of the provisions of the Trust.

Sworn to and subscribed by the undersigned Trustee on this the $\frac{14^{1}h}{day}$ of $\frac{114}{2021}$, 2021.

ANTHONY BUSZKA, Trustee

STATE OF ALABAMA)
SHELBY COUNTY)

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared ANTHONY BUSZKA, as Trustee of the Eugenia C. Clemore Revocable Living Trust, whose name 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

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the instrument, such individual executed the same voluntarily for and as the act of such individual in such capacity.

Given under my hand and official seal, this the day of 3021.

ANNE R. MOSES Notary Public Alabama State at Large

Notary Public

My Commission expires:

My Commission Expires
March 16, 2025

This Instrument was prepared by:
Anne R. Moses
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ARTICLE I NAME OF TRUST

The name of this trust is the "EUGENIA C. CLEMORE REVOCABLE LIVING TRUST."

ARTICLE III TRUSTEE

- (a) Designation of Trustee. I hereby designate and appoint myself as Trustee of the trust hereunder. If I should resign or for any reason fail or cease to serve as Trustee, then TONY, whether or not he is married to LISA, and KIRSTEN, or the survivor as between them, shall serve as my successor Trustees ("Trustee," whether one or more are serving).
 - (b) Trustee's Incapacity. Notwithstanding any other provision of this instrument, an individual shall cease to serve as a Trustee immediately if such individual becomes incapacitated, such incapacity to be determined as hereinafter provided or as otherwise provided by law. In the event of the incapacity of a Trustee, the next named Trustee shall serve as the sole Trustee of that trust.

ARTICLE IX GENERAL PROVISIONS

- division of any such trust into separate shares or trusts shall be made in the sole discretion of my Trustee, as the case may be, in cash, in kind, or partly in cash and partly in kind, on a pro rata basis or on a non-pro rata basis, including undivided interests in property, without regard to the basis for income tax purposes of any property so distributed or divided in kind. It is my intention that my Trustee may choose which assets shall be used to fund such distribution or such separate shares or trusts, without being required to fund a distribution, share or trust with a pro rata portion of each asset. Such distributions and divisions and the values therefor established by my Trustee shall be final and binding on all persons.
- the date of my death, and until the trusts are established, I authorize my Trustee, in the absolute discretion of my Trustee, to pay to the respective income beneficiary from the Trust Estate, as advance payments of income, such sum or sums as, in the sole judgment of my Trustee, are not in excess of the income which such income beneficiaries probably would have been entitled to receive from the trusts had they been established. If any such sum is paid from the principal of the Trust Estate, it shall be a temporary advance to be restored to the principal from income otherwise payable to the beneficiary to whom the advance is made.
- (c) Facility of Payment. Any payment of income or discretionary payment of principal from any trust to or for any beneficiary may, in the discretion of my Trustee, be made to any person or organization (including the beneficiary, the conservator of the beneficiary, the guardian of the beneficiary, or anyone having custody and care of the beneficiary, or who provides goods or services for him or her), who shall apply such payment for the use and benefit of the beneficiary as provided

for hereunder. Such distributions may also be made to a custodian selected by my Trustee, as the case may be, for the beneficiary under a Uniform Transfers to Minors Act or similar applicable law.

- (d) Trustee's Discretion. No beneficiary shall have the right to require that any discretionary payment of income or principal be made to the beneficiary, the decision of the Trustee being final and binding on all persons.
- (e) Discharge of Liability. Upon making any payment or transfer hereunder, my 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 any trust, such trust shall terminate and the Trustee shall be fully discharged as to such trust.
- any trust hereunder, with the consent of the Trustee, by any person or fiduciary, by Will or otherwise, and such property so received by my Trustee shall be added to, merged with, and become a part of the property held in such trust hereunder, and thereafter shall be administered and disposed of in accordance with the terms of such trust. As a prerequisite to accepting such property, the Trustee may require that the donating party provide satisfactory evidence that (i) the property is not contaminated by any hazardous or toxic materials or substances; and (ii) the property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release or discharge of any hazardous or toxic materials or substances.
- hereunder, or if upon the creation of any trust hereunder or the apportionment of a trust into separate trusts, the Trustee shall determine that the creation or continuation of such trust would be economically unsound and termination of the trust would better provide for the support and maintenance of the beneficiaries thereof, then the Trustee is authorized and directed to terminate or fail to establish such trust, as the case may be. I intend to give the Trustee broad discretion to consider factors the Trustee shall deem appropriate including, but not limited to, the size of the trust and changes in law. The Trustee shall transfer and pay over the principal thereof to or for the benefit of such

beneficiaries. Otherwise, the Trustee shall transfer and pay over the principal thereof to or for the benefit of the beneficiaries who are then or would have been entitled to receive income from such trust, and in the same proportions as they are or would have been entitled to receive such income. The Trustee may make such transfers to the beneficiaries outright and free from trust, to custodians designated by the Trustee for said beneficiaries under a Uniform Transfers to Minors Act or any similar applicable law, or to the Trustee of any other trust which contains substantially the same provisions for said beneficiaries, including provisions on termination thereof, as does the terminated trust, to be merged with, administered and disposed of as part of such other trust. Except for me, no Trustee shall have the power to terminate or fail to establish a trust so long as such Trustee or the person who appointed such Trustee is a beneficiary of such trust. It is my intent that no power granted the Trustee hereunder be a general power of appointment for federal estate tax purposes with regard to any beneficiary or Trustee. Accordingly, no power granted to the Trustee hereunder shall be exercised or exercisable in a manner inconsistent with my overriding intent that the foregoing powers not constitute a general power of appointment for federal estate tax purposes. Any decision by the Trustee to terminate or not to terminate or to fail to establish a trust, or to elect the form of payment, shall be made in the sole and absolute discretion of the Trustee, and the Trustee shall be relieved of all liability therefor.

- (h) Perpetuities Savings Provision. If the happening of any future event may cause the ultimate vesting of any trust or of any share therein to be extended under the provisions hereof to a time beyond that within which the same is required by law to become vested, then in such event the trust or share therein shall continue only for as long a period of time as is allowed by law, at the end of which period the trust or share shall be vested in and distributed to those persons enjoying the use and benefit of said trust or share therein at the expiration of such period, in the proportion in which they are so enjoying the same, irrespective of their attained ages.
- (i) Spendthrift Protection. As to the net income or principal which by any of the provisions hereof may be payable to any beneficiary, he or she shall have no power, either directly or indirectly, to anticipate, charge, mortgage, encumber, assign, pledge, hypothecate, sell or otherwise dispose of same, or of any part thereof, until the same actually shall have been paid in hand to him or

her by the Trustee. Nor shall such income or principal of said trust estate, nor any part of, or interest in either of them be liable for or to any extent subject to any debts, claims or obligations of any kind or nature whatsoever, or to any legal process in aid thereof, contracted or incurred by or for any such beneficiary before or after my death.

- (j) 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.
- named as successor Trustee to request and obtain access to any and all records from whatever source and in whatever form concerning my or a current Trustee's or beneficiary'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. I further authorize the Trustee to discuss and negotiate, in person or by telephone, facsimile, electronic mail, letter or any other form of communication on my behalf or on behalf of the person then acting as Trustee or who is a beneficiary, any issues or other matters whatsoever arising out of any of the information obtained pursuant to the foregoing sentence.
- (I) Partial Invalidity. The invalidity of any of the terms, conditions, or provisions hereof, or of any limitation over or interests intended to be given or made hereunder, whether in whole or in part, shall not be construed materially to disturb the plan of distribution herein created or to affect the validity of any other provision hereof, or of any other limitation over, gift or interest herein given.
- (m) Construction. This trust is created in and is to be construed under the laws of the State of Alabama.

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ARTICLE XI POWERS OF TRUSTEE

- (a) General Powers. The Trustee shall hold and manage the said trust or trusts and all shares thereof, with all of the powers and authority the Trustee would have if the Trustee were the absolute owner thereof, including but not limited to the following powers:
 - (1) To collect the income therefrom.
- (2) To compromise, adjust and settle in the discretion of the Trustee any claim in favor of or against the trust.
- (3) To hold any property or securities originally received by the Trustee as a part of the trust or to which the Trustee may become entitled by virtue of incorporation, liquidation, reorganization, merger, consolidation or change of charter or name, including any stock or interest in any family corporation, partnership or enterprise, so long as the Trustee shall consider the retention for the best interests of the trust.
- (4) To sell, auction, convey, exchange, lease or rent for a period beyond the possible termination of the trust (or for a shorter period) for improvement or otherwise, or to grant options for or in connection with such purposes, or otherwise dispose of, all or any portion of the trust, in such manner and upon such terms and conditions as the Trustee may approve.

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- (5) To invest and reinvest the trust and the proceeds of sale or disposal of any portion thereof, in such loans, bonds, stocks, mortgages, common trust funds, securities, shares of regulated investment companies or trusts, or other property, real or personal, or to purchase options for such purposes, or to exercise options, rights, or warrants, to purchase securities or other property, as to the Trustee may seem suitable.
- (6) To hold, retain or acquire property or securities which, in the opinion of the Trustee, is for the best interests of the trust, without regard to any statutory or constitutional limitation applicable to the investment of trust funds.
- (7) To vote any corporate stock 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 any consent for or with respect thereto.
- (8) To continue or dispose of any business enterprise without liability therefor, whether such enterprise be in the form of a sole proprietorship, partnership, corporation 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, 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.
- (9) To subdivide or otherwise develop, and to change the use or purpose of, any real estate constituting a part of the trust into residential, recreational, commercial, cemetery, or other usage, to construct, alter, remodel, repair or raze any building or other improvement located thereon, to release, partition, vacate, abandon, dedicate or adjust the boundaries as to any such property.

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- acquire real estate, crop allotments, livestock, poultry, machinery, equipment, materials and any other items of production in connection therewith, to clear, drain, ditch, make roads, fence and plant part or all of such real estate, and to employ or enter into any practices or programs to conserve, improve or regulate the efficiency, fertility and production thereof, to improve, sell, auction or exchange crops, timber or other product thereof, to lease or enter into other management, cutting, production or sales contracts for a term beyond the possible termination of the trust or for a shorter period, to employ the methods of carrying on agriculture, animal husbandry and silviculture which are in use in the vicinity of any of such real estate or which the Trustee otherwise shall deem appropriate, to make loans or advances at interest for production, harvesting, marketing or any other purpose hereunder, in such manner and upon such terms and conditions as the Trustee may approve, and in general to take any action which the Trustee shall deem necessary or desirable in such operation of farms and woodlands.
- natural resources, to engage in absorption, repressuring, and other production, processing or secondary recovery operations, to install, operate and maintain storage plants and pipelines or other transportation facilities, to engage in any of the above activities directly under such business form as the Trustee may select or to contract with others for the performance of them, and to enter into and execute oil, gas and mineral leases, division and transfer orders, grants, farm-out, pooling or unitization agreements, and such other instruments or agreements in connection therewith as the Trustee shall deem necessary or desirable.
- (12) To borrow money for such time and upon such terms as the Trustee shall see fit, without security or on mortgage of any real estate or upon pledge of any personal property held hereunder, and to execute mortgages or collateral agreements therefor as necessary.
- (13) To advance money to any trust created hereunder for any purpose of the trust, and to repay the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.

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- (14) To hold money in the custody of the Trustee while awaiting distribution or investment under the terms hereof, even though such money be commingled with the funds of the Trustee (in which case the Trustee shall keep a separate account of the same), and the Trustee shall not be required to pay interest thereon.
- (15) To appoint, employ, remove and compensate such attorneys, agents and representatives, individual or corporate, as the Trustee shall deem necessary or desirable for the administration of the trust, and to treat as an expense of the trust any compensation so paid.
- (16) To hold property or securities in bearer form, in the name of the Trustee, or in the name of the nominee of the Trustee, without disclosing any fiduciary relation.
- (17) To keep any property constituting a part of said trust 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 shall deem necessary or desirable.
- 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 shall deem just and equitable, notwithstanding the provisions of any state principal and income laws. Notwithstanding the preceding sentence, any proceeds of a qualified pension, profit sharing, stock bonus, Keogh or retirement plan, trust contract, account, annuity or bond, or individual retirement account, or any non-qualified deferred compensation agreement, salary continuation agreement or similar arrangement, shall be treated as principal, except that any income earned from such proceeds following my death shall be treated as income. No determination is permitted hereunder to the extent the determination would diminish the estate tax marital or charitable deduction otherwise available to my estate.

- 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.
- (20) To combine or otherwise merge two or more trusts or shares hereunder into a single trust or share if they have the same provisions and beneficiaries, or to hold and administer such trusts or shares as separate trusts or shares.
- (21) To divide any trust hereunder into two or more separate trusts, and to divide any devise, bequest or transfer to any trust hereunder into devises, bequests or transfers to the two or more separate trusts; and if such division is made, to select the trust or trusts from which any part or all of any payment of income or principal to any beneficiary thereof shall be made, and to recombine said trusts back into a single trust at any time.
- (22) To hold, as a matter of administrative convenience, any two or more trusts for the same beneficiary or beneficiaries, as a single trust, without physically dividing the same until actual division becomes necessary in order to make distribution, making division thereof only upon books of account by proper entries and allocating to each trust its proportionate part of receipts and expenditures, but such failure to make division shall not change the beneficial interest of any person nor defer the vesting of any estate which would otherwise vest.

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- (23) To pay from income or principal or both any expenses reasonably necessary for the administration of the trust, provided, however, that the Trustee shall have no authority to make any allocation, the result of which would be to diminish any estate tax charitable deduction.
 - (24) To exercise any power hereunder, either acting alone or jointly with others.
 - (25) To pay my funeral and burial expenses.
- trust herein created, upon such terms and conditions as the Trustee may deem advisable, any property which may be held or owned by my estate, and the Trustee may continue to hold the same as suitable investments hereunder, without liability for any depreciation in value. The Trustee shall be further authorized to make loans to my estate from any trust herein created, upon such terms and conditions as the Trustee may deem advisable, without regard to any fiduciary duties with regard to diversification of investments. This authorization is not intended to be a limitation on any other powers of the Trustee.

ARTICLE XII

PROVISIONS CONCERNING TRUSTEE

- (a) Ancillary Administration. If it becomes necessary to have administration of any trust or share thereof in any state in which the Trustee shall not be qualified to serve, the Trustee may nominate and appoint any person or organization as ancillary Trustee thereof, and may compensate such ancillary Trustee for said services. Such ancillary Trustee shall complete the administration and make such disposition of the property so administered as the Trustee may require, and in doing so shall have the same rights, powers, duties and discretion herein conferred upon the Trustee.
- (b) Resignation of Trustees. Any Trustee may resign as Trustee of any trust hereunder by giving written notice to the beneficiaries to whom the current trust income of such trust may or must then be distributed.

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- (c) Rights and Duties of Successor Trustees. Any successor Trustee shall have and may exercise all the title, rights, powers, duties and discretion conferred or granted to the original Trustee without court order or act of transfer. No successor Trustee shall be personally liable for an act or failure to act of any 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.
- (d) Compensation. No individual named shall receive compensation for his or her services in any fiduciary capacity hereunder, unless he or she elects to do so within a reasonable period of time after commencing to render such services, in which event, he or she shall receive reasonable compensation for his or her services. A corporate fiduciary shall be compensated in accordance with its then published schedules of rates for such services. Such compensation may be paid without prior approval of any court. I do not intend for this provision to preclude a review of the reasonableness of such compensation by a court of competent jurisdiction in an appropriate proceeding.
- (e) Gender and Number. Whenever the word "Trustee or "Trustees" is used, it shall be construed either as singular or plural, and masculine, feminine or neuter, whichever is proper in accordance with the context.
- (f) Environmental Losses. No Trustee shall be liable for any loss or depreciation in value sustained by any trust hereunder as a result of the Trustee's retaining any property upon which there is later discovered to be hazardous materials or substances requiring remedial action pursuant to any federal, state or local environmental law, unless the Trustee contributed to the loss or depreciation in value through willful default, willful misconduct, or negligence.
- (g) Multiple Fiduciaries. If more than one person or entity is acting in the same fiduciary capacity with respect to my trust, unless a co-fiduciary elects otherwise in writing, any one co-fiduciary may sign any checks, agreements or other documents on behalf of my trust and such signature shall bind my trust in the same manner as though said check, agreement or other document

had been signed by all of the co-fiduciaries acting in the same capacity, and no person dealing with the signing fiduciary shall be obliged to inquire as to the other co-fiduciary's acquiescence to such action.

- (h) No Bond. 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 respecting the exercise of any power or discretion granted in this instrument.
- (i) Limitation on Discretionary Powers. Notwithstanding any other provision of this instrument, I hereby limit the general discretionary powers of the trustee so that no trustee shall participate in any decision regarding a discretionary distribution to that trustee personally, or to discharge the legal obligation of that trustee individually to support or educate a beneficiary hereunder, except to the extent governed by and made pursuant to a standard under this instrument which constitutes an ascertainable standard within the meaning of Sections 2041 and 2514 of the Internal Revenue Code of 1986, as from time to time amended.
- (j) Exercise of Powers The powers granted in this Article shall be in addition to those granted by law and may be exercised even after termination of all trusts hereunder until actual distribution of all trust principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities.
- (k) No Duty 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.
- (1) Withholding of Distribution. Notwithstanding any contrary provisions of this instrument, the trustee may withhold a distribution to a beneficiary from a trust hereunder until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to

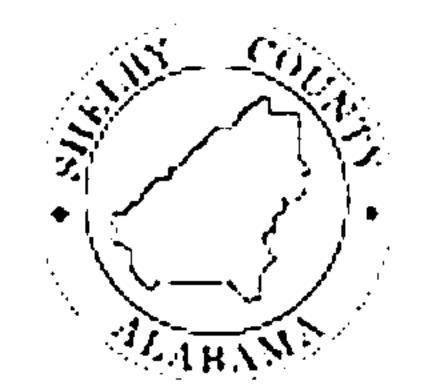
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indemnify the trustee against any claims filed against the trustee as an "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended, or any regulation thereunder.

- (m) Successor Trustee. If I shall fail to qualify or cease to act for any reason or if any successor trustee appointed as herein provided ceases to act as trustee hereunder for any reason, then the person or persons to whom the current trust income may or must then be distributed shall, by written instrument, appoint any bank or trust company, within or outside the State of Alabama, as successor trustee.
- (n) Approval of Accounts. The person or persons indicated in paragraph (m) of this Article may at any time, by written instrument, approve the accounts of the trustee with the same effect as if the accounts had been approved by a court having jurisdiction of the subject matter and of all necessary parties.
- be appointed pursuant to paragraph (m) of this Article and the accounts of the trustee may be approved pursuant to paragraph (n) of this Article by a majority in number of the beneficiaries to whom the current trust income may or must then be distributed. If any person so entitled to act is then under legal disability, the instrument of appointment or approval may be signed by the lawful guardian of such person on his or her behalf.

ARTICLE XIII RIGHTS RESERVED TO ME

- are vested subject to the express condition and reservation of the power in me at any time and from time to time to alter, amend or modify this Trust Instrument with written consent of the Trustee, to revoke this Trust Instrument, and to withdraw all or any part of the property constituting said trust estate from the terms of this Trust Instrument, by an instrument in writing signed by me and delivered to the Trustee; provided I am not incapacitated, such incapacity to be determined as hereinbefore provided or as otherwise provided by law. 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.
- are to be exercisable solely by me and by no other person. In particular, the power to alter, amend, modify or revoke this Trust Instrument, to withdraw property constituting the trust estate, or to demand receipt of income or of any distribution, shall not be exercisable by any custodian, guardian, conservator, attorney in fact, or other person purporting to act for me. Notwithstanding the foregoing, powers herein reserved to me may be exercised by an attorney-in-fact pursuant to a power of attorney if such power of attorney expressly refers to this Trust Instrument and then only to the extent such power of attorney expressly grants to such attorney-in-fact the right to exercise some or all of the powers herein reserved to me.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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