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Shelby Cnty Judge of Probate, AL
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THE ROBERT JAMES LAFORTY SPECIAL NEEDS TRUST

THIS TRUST AGREEMENT is established as of the 24th day of October, 2022, by Tracy Bahakel LaForty, a resident of Shelby County, Alabama, as Grantor (hereinafter referred to as "Grantor"), and Tracy Bahakel LaForty, as Trustee. Reference in this Trust to the Trustee shall be deemed a reference to whoever is serving as Trustee, whether original, alternate or successor, corporate or individual, or as sole or co-trustee.

I. NAME AND PURPOSE OF THE TRUST

A. Name. This Trust shall be known as THE ROBERT JAMES LAFORTY SPECIAL NEEDS TRUST.

B. Intent for Beneficiary to Remain Eligible for Governmental Assistance Programs. The intent of this Trust is to provide for the needs of Robert James LaForty (hereinafter sometimes referred to as "Robert ") without interfering with benefits through or from any private source or from any state or federal agency, including, but not limited to Supplemental Security Income (SSI) and Medicaid, and to maximize the benefits available to Robert, as are deemed appropriate and applicable in the Trustee's discretion and as are in Robert 's best interest. This Trust is explicitly intended to be a discretionary Trust and not a basic support Trust, and the Trust assets are intended to be used in a manner consistent with this premise. Grantor has not imposed any specific standards, guidelines, or instructions as to the distributions of income or principal to or for the benefit of Robert in keeping with the intent that this Trust be a wholly discretionary Trust and that neither the Trust principal nor income should ever be considered a financial resource that is available to Robert or his legal representative or over which Robert or his legal representative, other than the Trustee, have any power, including the rights to withdraw income or principal or to compel a distribution of any part of the Trust Estate. The Trust Estate shall not be treated as a resource available to Robert and distributions from the Trust should not be treated as distributions of income for purposes of any governmental assistance programs. All actions of the Trustee shall be directed toward carrying out this intent. Robert shall not be considered to have access to principal or income of this Trust.

C. Social Services Programs. The Grantor realizes that a Trustee is not expected to be licensed or skilled in the field of social services and/or governmental assistance programs. Robert 's legal representative, if any, shall be responsible for identifying programs that may be of social, financial, developmental, or other assistance to his, including seeking the assistance of federal, state, and local agencies that have been established to help persons with disabilities, and other similar resources. The Trustee may cooperate with and assist Robert 's legal representative but shall have no duty or responsibility to determine which programs are available to Robert. The Trustee shall not in any event, be liable to Robert or any other party with respect to any aspect of Robert 's eligibility for federal, state, or local public assistance benefits or programs, including, but not limited to, the failure to identify each and every program or resource that might be available to his on account of any disability. Notwithstanding any provision in this Trust, neither Robert nor his legal representative is required to apply for, obtain or maintain government assistance eligibility as a condition for distributions from this Trust.

1. In order to help utilize the resources of this Trust for Robert's best interest, the Trustee may employ a care manager for Robert, or seek the counsel and assistance of Robert 's advocate, guardian or conservator, if any, or that of any state and local agencies which have been established to assist persons with disabilities and similar limitations. The Trustee may use the resources of the Trust Estate to aid Robert 's care manager, advocate, guardian or conservator as appropriate, in identifying programs which may be of social, financial, developmental or other assistance to Robert. Grantor further authorizes and empowers the Trustee to engage, employ and dismiss any agents, clerks, servants, consultants, attorneys at-law, accountants, investment advisors, custodians or other persons in and about the performance of these duties, as the Trustee shall think fit.

2. Any Trustee not living with Robert shall, with reasonable frequency, but not less than every three (3) months, visit Robert to inspect living conditions, treatment and to evaluate Robert 's morale and needs. The Trustee may visit Robert in person or may rely upon Robert 's primary caregivers and/or legal guardian for this information or may employ a care manager or other appropriate knowledgeable source to assist in this regard.

D. Separate Letter of Guidance by Grantor to Trustee. Grantor or Grantor's designee may prepare a letter of intent, which may be periodically updated, regarding Robert and his needs. If such a letter is prepared, the Trustee is requested to read that letter and to use it for guidance in administration of the Trust Estate as a further elaboration of the intent and wishes of Grantor.

II. THE TRUST ESTATE

A. Initial Trust Estate. Grantor has transferred to the Trustee without consideration that certain property described on Exhibit "A" hereto and has named the Trust to receive certain property upon the death of Grantor.

III. DISTRIBUTIONS FROM THE TRUST ESTATE

A. Income and Principal. The Trustee has the continuing, absolute, and discretionary power to deal with the funds of this Trust, with the unfettered ability to expend funds on Robert 's behalf as the Trustee deems appropriate and necessary. No person dealing with the Trustee shall be required to inquire into the propriety of the Trustee's actions.

1. The Trustee shall pay for the benefit of Robert for his lifetime, subject to the conditions provided below, such amounts from the principal or income, up to the whole thereof, as the Trustee, in the Trustee's sole and complete discretion, may from time to time deem necessary or advisable for the satisfaction of Robert's "special needs," as defined herein, and any income not distributed shall be accumulated and added to principal. As used in this Trust Agreement, "special needs" refers to the requisites for maintaining or providing for Robert 's good health, safety, welfare, and quality of life (including making distributions to an ABLE Act account for Robert) to the extent, in the sole discretion of the Trustee, such requisites are not being provided by any governmental agency, office or department, non-profit organizations, or are not otherwise being provided by any other public or private source. While the Trustee is authorized to consider these sources, and, where appropriate, endeavor to maximize the benefits available to Robert, the Trustee may also disregard these other sources when making distributions for Robert's benefit if it determines that it is in Robert 's best interest.

2. Although it is Grantor's desire for this Trust to be administered so as to supplement and not supplant public benefits, notwithstanding any provision in this Trust to the contrary, the Trustee may, however, purchase other sources of health insurance for Robert , including private policies, as well as make distributions that would reduce public benefits, such as, for example, by providing food and/or shelter for Robert when he is eligible for SSI in exchange for a reduction of benefits under the "presumed value rule" or "one-third reduction rule" (as such are commonly referred to and defined in the POMS regulations of the Social Security Administration as apply to trusts for persons with disabilities) if the Trustee, in its uncontrolled discretion, determines such distributions to be in Robert 's best interests. Provided further, however, if and only if Robert is receiving or has applied for assistance wherein the mere existence of the Trustee's authority to make distributions pursuant to the preceding sentence results or would result in this Trust no longer being excluded as a resource for SSI, Medicaid or other means-tested benefits, regardless of whether the Trustee ever exercises such authority; then, if it is determined that the receipt of such assistance would be in Robert 's best interest, the preceding provision shall be null and void and the Trustee's authority to make such distributions shall cease and shall be limited as otherwise provided in this Trust Agreement.

3. This Trust is primarily for the benefit of Robert and the rights of any remainderman shall be of secondary importance. The Trustee shall not be held accountable to any remainderman if part or all of the principals shall be depleted as a result of distributions made from this Trust in accordance with the terms of the Trust. Any determination made by the Trustee in good faith as to the manner in which or extent to which the powers granted by this Trust shall be exercised, shall be binding and conclusive upon all persons who might then or thereafter have or claim any interest in the Trust property.

B. Supplemental Only. It is the Grantor's further intent that no part of the corpus of the Trust created herein shall be used to supplant or replace public assistance benefits of any governmental agency or governmental program that serves persons with the same or similar physical and/or mental condition as Robert. In the event the Trustee is requested by any department or agency, during Robert 's lifetime, to release principal or income of the Trust to or on behalf of his to pay for equipment, medication or services that other organizations or agencies are authorized to provide, or in the event the Trustee is requested by any department or agency administering such benefits to petition a Court or any administrative agency for the release of the Trust principal or income for this purpose, the Trustee shall deny such request and is directed to defend at the expense of the Trust estate, any contest or other attack of any nature described or covered by this Article.

C. Spendthrift Provision. No interest in the principal or income of the Trust Estate shall be anticipated, assigned, or encumbered, or shall be subject to any creditor's claim or legal process, voluntarily or involuntarily, prior to its actual receipt by or application for the beneficiary hereof. Furthermore, because the Trust Estate is to be conserved and maintained for Robert 's special needs throughout Robert 's life, no part of the corpus thereof, neither principal nor undistributed income, shall be construed as part of Robert's estate or be subject to the claims of voluntary or involuntary creditors for the provision of goods, care and services, including without limitation residential care, by any public entity, office, department or agency of the State of Alabama, or of any other State of the United States. It is Grantor's intention that any trust created hereunder shall be a spendthrift trust, as contemplated by Section 19-3B-502 of the *Code of Alabama,* and the spendthrift provisions contained in this paragraph shall constitute a material purpose of all trusts created hereunder. Nevertheless, no modification to the terms of the Trust, whether by court order, agreement, Trustee action or otherwise, will be deemed to have violated this material purpose so long as following such modification the Trust property continues to be subject to this spendthrift provision.

IV. TERMINATION

A. Termination Upon Robert 's Death. This trust shall terminate upon the death of Robert, unless sooner terminated by the exhaustion of corpus or as otherwise provided for herein. The term of the trust may be extended beyond the death of Robert to provide for distributions beneficiary. Upon the death of Robert, the amounts remaining in this Trust shall be distributed as follows:

1. The Trustee may withhold an amount of money in reserve, which in its opinion will be necessary, to pay the funeral expenses of Robert to the extent not covered by life insurance on his life or any other funds set aside for his funeral expenses. The Trustee may also withhold an amount in reserve to cover any estate, gift, trust or income taxes or final expenses that are or may be due upon or by reason of the death of Robert. The decision as to the amount held in reserve shall be binding upon the remaindermen. Any amounts left after such expenses are determined shall be distributed to the remaindermen as listed in the remaining provisions of this paragraph A of this Article IV.

2. All remaining principal and accumulated income, if any, shall be held in trust for the benefit of Jennifer Elaine Bahakel (Jenny), if she survives Robert James LaForty. Such assets shall be held for Jenny's lifetime pursuant to the same provisions as set forth in this Trust Agreement, but instead of Robert, the beneficiary will be Jenny All references in this Trust Agreement to "Robert " shall be deemed to mean "Jenny." If Robert does not survive Jenny , or upon Robert's death if he survives Jenny , the remainder of such trust shall pass to such person or persons as would be entitled to inherit the property constituting said share, and in the proportions in which they would be entitled to inherit the same from the Grantor under the laws of Alabama then in force had he died at said time a resident of Alabama intestate and owned said property.

3. Notwithstanding any contrary provisions herein, the Grantor, by notarized writing delivered to the Trustee prior to Robert 's death, and then attached to this Trust Agreement, shall have the power to direct the Trustee to change the time set for distribution and/or to change the division of this Trust that would be in effect following Robert 's death or following Jenny's death by dividing it among the lineal descendants of Grantor, or individuals other than Robert or his estate, in such equal or unequal proportions, in trust or otherwise, as the Grantor sees fit. In exercising the limited power of appointment described above, Grantor is hereby expressly prohibited from including in any such trust any provisions which violate the rule against perpetuities applicable to this Trust Agreement.

4. If any beneficiary pursuant to this Article IV shall not at the time of Robert 's death have attained the age of Twenty-Five (25) years, then, though the share of such beneficiary in said Trust Estate shall be deemed then to have vested in him or her, and shall be payable to his or her estate in the event of his or her death prior to attaining the age of Twenty-Five (25) years, the Trustee, in its sole discretion, shall either:

(a) Hold the share of each such beneficiary in trust for him or his until he or she shall attain the age of Twenty-Five (25) years, at which time his or her share of said Trust Estate shall be transferred and paid over to him or her, free from this Trust. Prior to the date that any such beneficiary shall attain the age of Twenty-Five (25) years, and during the term such property is held in the Trust Estate, the Trustee shall use and apply, for his or his support, education and comfort, such part of the net income from his or her share of said Trust Estate and of the principal thereof as the Trustee deems necessary or desirable for said purposes. Any income not so applied shall be accumulated and added to the principal of his or her share of said Trust Estate at the end of each fiscal year of the Trust; or

(b) If the 'Trustee determines the beneficiary is or will be capable of handling such property upon attaining the age of Twenty-One (21) years, then the Trustee may pay over said property to any custodial account heretofore established for the beneficiary, or if none exists, to a custodian designated by the Trustee from those persons, including the Trustee, who are eligible to serve as such custodian of the beneficiary under the Uniform Transfers (or Gifts) to Minors Act in effect in the state of the beneficiary's domicile for the use and benefit of the beneficiary.

5. Except as otherwise provided herein for Robert, if after Robert 's death, any share under this Item is created for a beneficiary with a disability, regardless of age, who is receiving public assistance benefits because of such disability at the time of distribution, or, in the discretion of the Trustee, will likely become eligible in the future for public assistance benefits, then, instead of any other provision herein for the distribution of such beneficiary's share, the terms of this paragraph shall control. The Trustee shall pay over such beneficiary's share to the Trustee of an existing third-party special needs trust for the benefit of such beneficiary or shall establish a third-party special needs trust for such beneficiary to receive such share (including without limitation a private trust or a pooled trust account such as the Alabama Family Trust). The special needs trust selected by the Trustee to receive such share (whether then existing or established by the Trustee as a private trust or an Alabama Family Trust or other pooled trust) must be established for the benefit of such beneficiary, with income and principal to be applied for such beneficiary during his or his lifetime, in the complete discretion of the Trustee taking into account other resources and public assistance benefits available to such beneficiary, with any remaining funds in such trust or pooled trust account upon such beneficiary's death to be distributed in the same manner and to such beneficiaries as would have received such beneficiary's share hereunder if he or she had predeceased Robert . The Trustee shall also have the authority to pay over the share, or a portion thereof, to an ABLE Act account for such beneficiary.

B. Discretionary Termination. Notwithstanding any provision herein to the contrary, if at any time during the continuation of a Trust or Trust share created under this Agreement, the assets of such trust or trust share for a particular beneficiary shall be less than Five Thousand Dollars ($5,000.00) and the Trustee, in its sole discretion, determines that the expenses of maintaining the Trust cannot be reasonably justified and that such beneficiary will not be adversely affected by the termination of this Trust, then the Trustee may, in its discretion, and if it thinks it to be proper, terminate such Trust or Trust share. In case of such termination, the Trustee, in its discretion, shall distribute forthwith the shares so terminated together (i) the trustee of any other substantially similar trust (testamentary or inter vivos) established for the primary benefit of such beneficiary to be added to, merged in, administered and disposed of like such other property held in trust for him or his, or (ii) to such beneficiary, if competent and not receiving "means-tested" or government benefits, or if not, to his or his legally appointed guardian or conservator, if any, or (iii) to an ABLE account for such beneficiary, or (iv) to a person designated by the Trustee to apply such proceeds on such beneficiary's behalf, such as for the purchase of exempt property for such beneficiary, or (v) if Robert is the beneficiary, the Trustee may open an account for Robert with the Alabama Family Trust Corporation and transfer and pay over all assets of the Trust Estate to the said Alabama Family Trust Account, or any combination of these options.

C. Mandatory Termination. Anything in this Trust Agreement to the contrary notwithstanding, no trust created hereunder shall fail to vest in a trust beneficiary any later than the day preceding the date required by the rule against perpetuities applicable to this Trust Agreement, if any, and upon the expiration of such period, each trust then in existence which has not yet vested in a trust beneficiary shall then vest, in equal shares, in the current beneficiaries of such trust, and each beneficiary's share of the assets thereof shall be distributed to him or his at the termination of the trust or to the estate of such beneficiary if he or she dies before the termination of the trust.

V. OFFICE OF TRUSTEE

A. Successor Trustees.

1. Tracy Bahakel LaForty shall serve as the initial Trustee of this Trust. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of Tracy Bahakel LaForty, then Shaun Patrick LaForty shall serve as Trustee hereunder. If Shaun Patrick LaForty is unable to serve for any reason, then Hillary Bumpus Owens shall serve as Trustee hereunder. The Trustee last serving shall have the right to designate as a successor Trustee any bank or trust company having experience in the administration of special needs trusts for individuals on "means-tested" benefits, or any one or more individuals other than Robert or any spouse of Robert , Such designation shall be by a writing signed by said Trustee, properly notarized and attached to this Trust Agreement. Any successor or substitute Trustee acting hereunder shall have all of the rights, powers, duties, authority and responsibility conferred upon each Trustee originally named herein.

2. Incapacity shall mean any physical or mental condition of an individual Trustee, whether arising from accident, illness, or other cause, which renders the individual Trustee unable to conduct the regular affairs of the Trust Estate, including, but not limited to, the division regarding discretionary disbursements from the Trust Estate, which condition of incapacity is probable to extend for a period greater than ninety (90) days.

3. Incapacity shall be conclusively established if either the regularly attending physician of the individual Trustee or two doctors who are authorized to practice medicine in the State of Alabama (or in any state or country in which such Trustee is then residing) issue written certification to that effect.

4. If all the nominees named herein are deceased or unable to serve or resign and fail to appoint a Trustee for any reason whatsoever, then a court of competent jurisdiction may name a Trustee in accordance with the then-existing laws of the state of the situs of this Trust.

5.

Under no circumstances shall Robert, nor any spouse of Robert , serve as

Trustee hereunder.

Any individual Trustee serving hereunder shall serve in his or his capacity as Trustee and not in any capacity that he or she may have as legal or natural guardian of any beneficiary of this Trust.

B.

Resignation by Trustee.

1. Any Trustee serving hereunder may resign by sending written Notice of Resignation setting forth the anticipated effective date thereof, either delivered personally or sent by registered mail at least sixty (60) days prior to the effective date, to Robert and to his legal representative, if any, and to such of his parents and his sister as are then living, if any, and to each acting Trustee and any named successor Trustee, but if none, then to the court having jurisdiction over this Trust. All costs incurred in a proceeding to appoint a qualified successor Trustee shall be paid for by the Trust. The resigning Trustee shall continue to serve until the appointment of a successor has been accepted, however.

2. On or before the effective date of the resignation, the departing Trustee shall deliver to the successor Trustee and to those people(s) entitled to Notice of Resignation in the preceding paragraph, a statement of all receipts and disbursements of the Trust, together with an inventory of the assets belonging to the Trust. In addition, the resigning Trustee shall transfer physical possession of the assets of the Trust to its successor. Thereafter, the resigning Trustee shall be discharged of any further duties and obligations and may obtain approval by the court having jurisdiction over this Trust.

C. Evidence of Events of Succession of Trustee. Delivery of the following evidence of an event of succession, together with a copy of an acceptance of appointment, shall constitute proof to any third party dealing with a successor Trustee of the power of the successor Trustee to act in place of any predecessor Trustee without necessity of any court proceeding.

1. Appointment by a Trustee. Appointment by a Trustee shall be evidenced by a written notice of appointment delivered to the appointee and to those person(s) entitled to Notice of Resignation in Paragraph V.B.1.

2. Disability of or Cessation of Effective Service as Trustee. The fact that an individual Trustee is disabled or has effectively ceased to serve as Trustee shall be evidenced by the Trustee's own written declaration to that effect, by such a written statement of the Trustee's attorney in fact under a durable Power of Attorney, by a written certification of a licensed physician or of a licensed clinical psychologist, or by a court order declaring the Trustee to be incompetent and the appointment of a conservator, or in either instance,

3. Death. The death of an individual Trustee shall be evidenced by a certified copy of the death certificate of the predecessor Trustee.

D. Employment of Consultants. As provided in Paragraph I.C.1, the Trustee may employ custodians, attorneys, accountants, investment advisers, corporate fiduciaries or any other agents or advisers to assist the Trustee in the administration of this Trust, and the Trustee may rely on the advice given by these agents. The Trustee shall pay reasonable compensation for all services performed by these agents from the Trust Estate out of either income or principal as the Trustee in the Trustee's reasonable discretion shall determine. These payments shall not decrease the compensation of the Trustee.

E. Waiver of Liability for Predecessor Trustee. Any successor Trustee may accept as correct any accounting of trust assets made by any predecessor Trustee. However, the successor Trustee may, in the Trustee's absolute discretion, institute any action or proceeding for the settlement of the accounts, acts or omissions of any predecessor Trustee.

F. Trustee's Exemptions Regarding Bond, Inventorying and Reporting. The Trustee, and any automatically succeeding or appointed Trustee at any time serving hereunder, need not give bond or other security, or file any inventory or any other report to any court regarding the performance of its duties hereunder.

G. Compensation of Individual Trustee to be Reasonable. Any individual Trustee (except for a member of Robert 's family) may receive reasonable compensation from the income (or principal) of the Trust Estate during each calendar year for all of the Trustee's ordinary services, and reasonable additional compensation for any extraordinary services, all without court order or determination. If the individual Trustee shall serve for a part of a calendar year, the annual compensation shall be prorated.

H. Compensation of Corporate Trustee. Unless agreed to otherwise by the Corporate Trustee then serving, the Corporate Trustee shall retain from the income (or principal) of the Trust Estate, as compensation for its services as Trustee, the fees and/or commissions stated in its regularly adopted schedule of compensation in effect and applicable at the time of performance of such services. If any corporate Trustee shall serve for a part of a calendar year, its annual compensation shall be prorated.

VI. REMOVAL OR REDESIGNATION OF TRUSTEE

A. Notwithstanding anything hereinabove to the contrary, Grantor's Redesignate, hereinafter named, shall have the right to add further Trustees and/or rearrange the order in which the Trustees named hereinabove shall serve, and/or to substitute for any Trustee any bank or trust company having experience in the administration of special needs trusts for individuals receiving "means-tested" public benefits or any one or more individuals who are not otherwise precluded herein from serving. Alternatively, Grantor's Redesignator may elect to open an account for Robert with the Alabama Family Trust, or such other pooled special needs trust operating in compliance with regulatory authorities in Robert 's state of residence. In the event Grantor's said Redesignator should so redesignate any Trustee who has not at said time commenced serving as Trustee, then such redesignation shall be by a writing signed by Grantor's said Redesignator, properly notarized, and attached to this Trust. In the event Grantor's said Redesignator should so redesignate any Trustee who is at that time serving as Trustee hereunder, then such redesignation shall be by a writing signed by Grantor's said Redesignator, properly notarized, addressed and delivered to the Trustee, advising the Trustee that it has been removed and naming therein the successor and confirming that the successor has accepted the Trusteeship. Thirty (30) days after receipt of such written notice as aforesaid, the Trustee shall thereupon be removed. Any such Trustee shall have vested in it all the rights, powers, duties and discretion herein vested in the original Trustee.

B. Tracy Bahakel LaForty shall be the Redesignator with respect to all trusts created hereunder. In the event of the death, incapacity, inability or unwillingness to serve of Tracy Bahakel LaForty, then Tracy Bahakel LaForty shall be the Redesignator with respect to all trusts created hereunder. The foregoing provisions notwithstanding, the Redesignator who may be serving from time to time shall also have the power and authority to remove or replace any successor Redesignator named herein and to appoint a successor Redesignator other than Robert or any spouse of Robert with respect to all trusts for which he is serving as Redesignator.

C. Anything hereinabove to the contrary notwithstanding, the power to remove and replace a Trustee shall not be exercisable by any Redesignator othis than Grantor, where such power will cause all or any part of the assets of the Trust Estate to be included in the estate of said Redesignator under applicable provisions of the Internal Revenue Code, Treasury Regulations and case law in effect at the time of such exercise.

VII. POWERS OF TRUSTEE

The Trustee shall have the following powers, duties and discretions in addition to those otherwise granted herein or by law, except as elsewhere herein specifically restricted.

A. **Discretion of Trustee**. Discretionary powers are exercisable in the discretion of the Trustee and no beneficiary of this Trust shall have any right or power to enforce or object to the reasonable exercise of such powers. Such discretion shall not be construed to mean that the Trustee may replace or supplant Robert 's government benefits.

B. **Maintenance of Investments.** To hold any or all of the Trust Estate in the form of investment in which it is received.

C. Disposal of Trust Property. To sell at public or private sale, to mortgage, pledge or hypothecate, or to exchange or lease (including lease for a period extending beyond the terms of this Trust) any stocks, notes, securities, real estate, minerals, any other trust property upon such terms, cash or credit or both, as the Trustee may deem advisable.

D. Investments. To invest and reinvest the Trust Estate, without limitation to trust investments, in investments of any kind, real or personal, including without limitation stocks, bonds, notes, mortgages, land minerals, royalties, leaseholds, loans, savings accounts, certificates of deposit, mutual funds (including mutual funds advised by any corporate Trustee for which such corporate Trustee may

receive an investment advisor's fee) cash management accounts, money market funds, participation in common trust fund(s) and participation in partnerships, joint ventures and other business enterprises. The Trustee is specifically authorized to invest in commercial paper, certificates of deposit or savings accounts in the Trustee organization, any of its affiliates or holding company.

E. Real Property. To construct, repair, improve or demolish any improvements upon any real property held by the Trust.

F. Participation in Corporate Activities. To participate in any reorganization, consolidation, merger or dissolution of any corporation, the stocks, bonds or securities of which may be held at any time as part of the Trust Estate.

G. Title of Investments. To hold investments or any part of the Trust Estate in common or undivided interest with other persons.

H. Settlement of Claims. To demand, receive, provide receipt for and collect any and all rights, money, properties or claims to which this Trust may be entitled, and to compromise, settle or abandon any claim in favor of or against this Trust.

1. Borrowing on behalf of Trust. To borrow funds for this Trust in such amounts and for such purposes as the Trustee may deem proper and to purchase property on the credit of this Trust and in connection therewith, or in connection with such borrowing, to execute and deliver promissory notes or other evidence of indebtedness of this Trust, and to mortgage or pledge all or any part of the Trust to secure payment of such indebtedness and to repay such indebtedness out of the Trust Estate. Any corporate Trustee, as Trustee, is specifically authorized to borrow money (from itself individually or from others) upon such terms and conditions as it may determine and to mortgage and pledge estate and trust assets as security for the repayment thereof.

J. Lending. To make loans, at such interest rate, as determined by the Trustee in its sole discretion, to any person without responsibility or liability for any loss resulting to the Trust Estate from any such loan.

K. Insurance. To carry, at the expense of this Trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the Trust Estate against any damage or loss and to protect the Trustee against liability with respect to third parties.

L. Retention of Property. The Trustee may continue to hold any property or securities originally received by it as a part of the Trust Estate, so long as it shall consider the retention thereof for the best interests of the Trust Estate, and regardless of whether such property or securities are in law a proper investment of trust funds. In the disposition of any property constituting a part of the Trust Estate the Trustee may acquire othis property without being limited or restricted to a class of investment which a Trustee may be permitted by statutes or the Constitution of Alabama, or any other State in which the situs of the Trust is located, to make where such course is, in its opinion, for the best interest of said Trust Estate.

M. Determination of Principal/ Income. The Trustee shall have power to determine whether any money or property coming into its hands shall be treated as a part of the principal of the Trust Estate or a part of the income therefrom, and to apportion between such principal and income any loss or expenditure in connection with the Trust Estate as to it may seem just and equitable.

N. Registration of Securities. The Trustee may, in its sole discretion, cause the securities that shall from time to time constitute the Trust Estate or any part thereof, to be registered in its

name as Trustee hereunder, or in the name of a nominee, or hold same in safekeeping at the Federal Reserve Bank or another recognized bank or depository company, or to take and keep the same unregistered and retain them or any part thereof in such condition that they will pass by delivery, provided that any such registration in the name of a nominee shall neither increase nor decrease the liability of the Trustee.

O. Payment of Administrative Expenses. The Trustee shall pay from and out of the income of the Trust Estate, or the principal thereof if necessary, any and all expenses reasonably necessary for the administration of the Trust, including interest, taxes and insurance.

P. Voting on Trust Investments. Any corporate Trustee is authorized to vote through its officers, employees or agents, in person or by general, limited or discretionary proxy, with respect to any investment that may be owned by the Trust, or consent for any purpose, in respect of any stocks or other securities constituting assets of the Trust; to exercise or sell any rights of subscription or other rights in respect thereof; and to take any other action it may deem prudent with regard to any reorganization, merger, consolidation, bankruptcy or other proceeding affecting any stock, bond, note or other security.

Q. Trading of Securities. The Trustee is authorized to trade securities using any broker at the discretion of the Trustee, including brokerage offered by or through any corporate Trustee, notwithstanding the fact that a portion of the brokerage charge may inure to the corporate Trustee. As to cash awaiting permanent investment or distribution, or cash amounts not large enough to be efficiently invested otherwise, any corporate Trustee is also authorized to place such funds in income producing accounts of its own organization or to invest in such short-term fund or funds as it may select from among those short-term funds authorized for such use from time to time by any corporate Trustee.

R. Statements. During Robert 's lifetime, the Trustee shall render periodic statements of all receipts and disbursements as mutually agreed to between the persons entitled to receive notice hereunder, as set forth in Paragraph Y of this Article, and the Trustee, but no less frequently than annually. A copy of any such statement shall be delivered to Robert and to such other person(s) receiving notice. The failure of any party receiving a statement to file a written objection to a statement with the Trustee within sixty (60) days after receipt shall be deemed to constitute an approval of said statement and its contents. Upon the death of Robert, to the maximum extent allowable under Alabama law, the provisions of Section 19-3B-813 of the *Code of Alabama*, shall not be applicable to any trust created hereunder. Notwithstanding the foregoing, the Trustee shall promptly respond to the request of a qualified beneficiary, as defined in Section

19-3B-103(14) of the *Code of Alabama*, for information relating to trust administration pursuant to Section 19-3B-813(a)(2) of the *Code of Alabama.*

S. Accounting. The Trustee shall not be required to make, but shall, at its discretion, be entitled to have a judicial settlement of its accounts as Trustee. Any expenses attributable to said proceeding shall be a charge against the Trust Estate. This provision shall be deemed an addition to any statutory or common law right of the Trustee to a judicial settlement of its accounts.

T. Trust Property. Without limiting the generality of the foregoing or any other provision herein, to manage, control, operate, invest, reinvest, sell, exchange, lease, mortgage, encumber or deal with the property of this Trust for and on behalf of the Trust and Robert to the same extent and with the same powers that any individual would have in respect to his or his own property and funds.

U. Exercise of Power. The Trustee may freely act under all or any of the powers given the Trustee by this Agreement in all matters concerning the Trust after exercising the Trustee's best judgment based upon all the circumstances of any particular situation as to the best course to follow in the interest of the Trust and Robert without the necessity of obtaining the consent or approval of any court and notwithstanding that the Trustee may also be acting individually or as Trustee of other trusts or as agent for

other persons or corporations interested in the same matters as a stockholder, director or otherwise, provided that the Trustee shall exercise such powers at all times in a fiduciary capacity in the interest of Robert .

V. Preparation of Tax Returns and Elections. To prepare and file returns and arrange for payment with respect to all local, state, federal and foreign taxes incident or applicable to this agreement; to prepare all necessary fiduciary income tax returns; and to make all necessary and appropriate elections in connection therewith in its discretion.

W. Avoid Tax Liability. To enter into agreements with any taxing agency, including but not limited to the Internal Revenue Service and any state taxing agency, in such a w circumscribe the scope in which the administrate provisions of the Trust may be implemented to insure that the Trust shall not cause any unanticipated tax liability of any kind and to provide such taxing agency with any necessary disclaimer or agreements restricting the discretion of the Trustee in further transactions or any other matter which may be in the best interest of the Trust Estate and the beneficiaries of the Trust.

X. Division of Trust Estate for Distribution. When the Trustee must divide any of the Trust Estate into parts or shares for the purpose of distribution, or otherwise, the Trustee may, in its reasonable discretion, make the division and distribution in identical interest, in kind, or partly in kind and partly in money, pro rata or non-pro rata. Also, the Trustee may make such sales of the property of the Trust Estate as the Trustee deems necessary to accommodate such distributions.

Y. Notice to Beneficiary. Any time when Robert is entitled to receive a notice, the Trustee may give such notice in the Trustee's discretion to Robert and/or to any legally appointed guardian or conservator of the person or estate of Robert , or to his sibling or parent or any suitable person with whom Robert resides or who cares for Robert .

Z. Litigation. To prosecute, defend, contest or otherwise litigate legal actions or other proceedings for the protection or benefit of a trust or the Trustee; to pay, compromise, release, adjust or submit to arbitration any debt, claim or controversy; and to insure the Trust against any risk, and the Trustee against liability with respect to third persons.

AA. Unproductive Property. The Trustee may retain unproductive property as it determines appropriate.

BB. Amend Trust. The Trustee may, in the Trustee's sole and absolute discretion, amend this Trust to conform with subsequent changes in federal or state law or regulations established thereunder in order to better effect the purposes of the Trust. The Trustee shall disclose any Trust amendment with the next annual accounting.

CC. Situs of Trust. The situs of the Trust Estate shall be the State of Alabama, subject to the other provisions herein. The Trustee, in its sole discretion, may transfer the situs of the Trust or any Trust property to any other jurisdiction as the Trustee deems advantageous, or where Robert resides, and to appoint a foreign Trustee to act with respect to that property. The Trustee may delegate to the foreign Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the foreign Trustee and shall receive reasonable compensation for so acting; and may at will, remove any acting foreign Trustee and appoint another, or re-appoint itself.

DD. Merger. In the event that there shall be in existence a trust or trusts, whether created by will or by inter vivos agreement, the provisions of which are substantially similar to this Trust, the Trustee may, in its discretion, merge and consolidate the trust or trusts created hereunder with such other trust or trusts; provided, however, that any such trust for Robert must have provisions similar to this Trust that provide for protection of his government benefits. In determining whether the provisions of such

other trust or trusts are substantially the same as those of the trust or trusts created hereunder, the discretion of the Trustee shall be conclusive and shall not be subject to judicial review.

EE. Acquisition and Maintenance of Residential Real Estate.

1. The Trustee is authorized to acquire and maintain an interest in residential real estate which is specially equipped and suitable for occupancy by Robert. In the event this Trust comes to own realty, the Trustee may permit Robert 's occupancy or use without charge in such manner as, in the opinion of the Trustee, best serves his needs, without the necessity of turning such property into cash or gaining an income therefrom. The Trustee may also permit occupancy of such residential real estate by Robert 's family members or caregivers upon such terms as the Trustee determines.

2. The Trustee is authorized to pay out of the income or principal of this Trust any taxes, insurance and maintenance expenses needed to keep any such specially equipped residential or replacement property, or any portion thereof, in suitable repair, and to collect rent from other occupants of the property, as the Trustee deems proper. These powers may be exercised for the benefit of Robert, even if she is residing with family member(s) or others.

3. If the Trustee invests in a home for the beneficiary, the Trustee may enter into an agreement with any others occupants of the home which sets forth the occupants' responsibilities for the care of Robert and the maintenance and others expenses related to the real estate upon such terms as the Trustee determines regardless of whether the Trustee is an occupant of such residence. If the Trustee determines in the Trustee's sole discretion that Robert 's interests would be better served in a different residential setting, or that the expenses of maintaining and preserving the residence are prohibitive, then the Trustee has the absolute right and power to sell the residence and reinvest the sale proceeds in any form of investment or to purchase replacement property which meets Robert 's needs.

VIII. GENERAL ADMINISTRATIVE PROVISIONS

A. Partial Invalidity. If any one or more of the provisions of this Trust are held to be invalid, illegal or unenforceable in any respect, the Trustee will not be required to comply with that provision; the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired by that invalidity, illegality or unenforceability. The remaining provisions hereof, and the application of those provisions to persons or circumstances other than those as to which a provision is held invalid, illegal or unenforceable, will not be affected by the application, and each remaining provision hereof will be valid and enforced to the fullest extent permitted by law.

B. part of the text. Headings. Any headings in this Agreement are for convenience only and are not

Application to Court. If any disputes arise as to interpretation of this Trust, or there is need to obtain court approval of any accounting or any interpretation in regard to this Trust, the Grantor directs the Trustee to make application to the Probate or Circuit Court, or any other state or federal court having jurisdiction over this Trust, it being the intent of the Grantor that no such court shall assume continuing jurisdiction, except as may be required by law.

D. Number and Gender. For purposes of this Trust, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

E. Physical Division of Trust Property Not Required. If more than one trust is held hereunder, there need be no physical segregation or division of the trust property except as segregation or division may be required on the termination of any trust, but the Trustee shall keep separate accounts for the separate undivided interests.

F. Counterparts. This Trust may be executed in any number of counterparts, and each shall constitute an original of one and the same Trust.

G. Statutes, Codes and Regulations. Any references to specific statutes, codes or regulations shall include any amendments or changes thereto.

H. Trust Irrevocable. This Trust shall be irrevocable. Except for the limited power of modification vested in the Trustee pursuant to the subparagraph entitled "Amend Trust" of the Article entitled "Powers of Trustee," this Trust may not be amended.

IX. RETIREMENT PLAN PROVISION

A. Any provision herein to the contrary notwithstanding, if any trust established hereunder is designated as the payee of assets of any Retirement Plan, as defined below, then each year, beginning with the year of the Retirement Plan owner's death, the Trustee shall withdraw from the share of the Retirement Plan payable to such trust established hereunder the minimum required distribution, as determined in accordance with I.R.C. Section 401(a)9), for such year, plus such additional amount or amounts as the Trustee deems advisable in its sole discretion. To the extent allowed by law, if more than one individual retirement account is payable to any trust created hereunder, the Trustee may aggregate the total minimum required distributions for all individual retirement accounts and withdraw such aggregated minimum required distribution from one or more individual retirement accounts.

B. As used herein, the term "Retirement Plan" shall mean any individual retirement account, or individual retirement annuity, 401(k) plan, qualified pension, profit sharing, stock bonus, Keogh, or other qualified retirement plan benefits, Section 403(b) annuities, or similar benefits or rights under other arrangements that will become subject to income taxation after the death of such plan owner and which permit the distribution of benefits in installments.

C. Notwithstanding anything herein to the contrary, if any Retirement Plan assets are payable to this trust or any trust created hereunder and are allocated to the share of any beneficiary hereunder, then any federal or state death taxes, as defined below, allocated to such beneficiary's share shall be charged, to the greatest extent possible, to the property other than the assets of such Retirement Plan passing to such beneficiary's share of any trust hereunder. The term "death taxes" refers to all estate, inheritance, and other death taxes payable at the death of the plan owner, together with any interest or penalty thereon.

D. The Trustee serving hereunder shall have the power to make direct trustee-to trustee or similar type transfers of the assets contained in any Retirement Plans. For example, the Trustee is authorized to arrange for the direct transfer of assets in an individual

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retirement account of which it is the beneficiary to another individual retirement account of which it will be the beneficiary.

3. The provisions of this Article shall not apply to any Retirement Plan proceeds that the Trustee has chosen to take in their entirety as a lump sum distribution.

IN WITNESS WHISEOF, the undersigned has executed this instrument as Grantor and

Trustee by affixing his hand and seal in duplicate, on the day and year herein first written.

Tracy Bahakel LaForty 10/24/2022

Grantor and as Trustee

Sahid Phillip Bahakel 10/24/2022

Witness

Shaun Patrick LaForty 10/24/22

Witness

STATE OF ALABAMA COUNTY OF *Shelby,*

COUNT y

I, the undersigned authority in and for the State of Alabama, County of t*he* hereby certify that Tracy Bahakel LaForty, whose name is signed to the foregoing instrument as Grantor and as Trustee, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 24 day of October 2022

Notary Public My Commission Expires: 1/16/24

Prepared by
Phillip Bahakel
2166 Pelham Pkwy #4
Pelham, AL 35124