

Prepared by and when recorded
return to:

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**AGREEMENT APPOINTING SUCCESSOR TRUSTEE OF
THE ALLEN R. MIKUL REVOCABLE TRUST, THAT IS NOW IRREVOCABLE**

STATE OF Alabama
COUNTY OF Chilton

This AGREEMENT APPOINTING SUCCESSOR TRUSTEE OF THE ALLEN R. MIKUL REVOCABLE TRUST, that is now Irrevocable is made and entered into on this 20 day of January, 2023 by LARRY STEPHEN MIKUL and AMY JUANITA MIKUL PANOS, the surviving qualified beneficiaries of the ALLEN R. MIKUL REVOCABLE TRUST, that is now Irrevocable.

WHEREAS, ALLEN R. MIKUL, (now deceased), established a Revocable Trust, known as the ALLEN R. MIKUL REVOCABLE TRUST dated June 27, 2000, (the "Trust"), originally by and between ALLEN R. MIKUL as Grantor and GEORGIA S. MIKUL (now deceased) and ALLEN R. MIKUL, as initial trustees.

WHEREAS, upon the death of ALLEN R. MIKUL on 5/2/2020 the ALLEN R. MIKUL REVOCABLE TRUST became Irrevocable.

WHEREAS, A.G. EDWARDS TRUST COMPANY, now known as WELLS FARGO BANK, NATIONAL ASSOCIATION, whose address is One Independent Drive, 20th Floor, Jacksonville, FL 32202 and who was named the successor trustee under Article VIII, Paragraph A, declined to serve on January 17, 2023, by JENNIFER A. WILLIAMS, as Senior Vice President and Senior Trust Advisor of WELLS FARGO BANK, NATIONAL ASSOCIATION.

WHEREAS, Article VIII, Paragraph A, of the ALLEN R. MIKUL REVOCABLE TRUST, did not name a successor trustee after WELLS FARGO BANK, NATIONAL ASSOCIATION, leaving a vacancy in trusteeship, as defined in Florida Statute 736.0704 (1)(a), requiring the appointment of a successor trustee.

WHEREAS, Florida Statute 736.0704 (3) (b) requires the Trusteeship be filled by unanimous agreement of the qualified beneficiaries.

WHEREAS, the qualified beneficiaries of the ALLEN R. MIKUL REVOCABLE TRUST are LARRY STEPHEN MIKUL, M.D., PAUL ALLEN MIKUL (now deceased) and AMY JUANITA MIKUL, now known as AMY JUANITA MIKUL PANOS.

WHEREAS, LARRY STEPHEN MIKUL, whose office address is 128 Windsor Circle, Pelham, AL 35124 and AMY JUANITA MIKUL PANOS, whose mailing address is 985 Seaboard Ave., Atlanta, GA 30318, are in unanimous agreement to serve as Successor Co-Trustees of the ALLEN R. MIKUL REVOCABLE TRUST.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

- (1) The above recitations are true and correct.
- (2) This agreement shall serve as the appointment of LARRY STEPHEN MIKUL and AMY JUANITA MIKUL PANOS as Successor Co-Trustees of the ALLEN R. MIKUL REVOCABLE TRUST.
- (3) LARRY STEPHEN MIKUL, whose mailing address is 128 Windsor Circle, Pelham, AL 35124, agrees to serve as a Successor Co-Trustee of the ALLEN R. MIKUL REVOCABLE TRUST.
- (4) LARRY STEPHEN MIKUL hereby accepts the duties and responsibilities of serving as a Successor Co-Trustee of the ALLEN R. MIKUL REVOCABLE TRUST.
- (5) AMY JUANITA MIKUL PANOS, whose mailing address is 985 Seaboard Ave., Atlanta, GA 30318, agrees to serve as a Successor Co-Trustee of the ALLEN R. MIKUL REVOCABLE TRUST.
- (6) AMY JUANITA MIKUL PANOS hereby accepts the duties and responsibilities of serving as a Successor Co-Trustee of the ALLEN R. MIKUL REVOCABLE TRUST.
- (7) All the terms and provisions of this agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, their heirs, executors, administrators, successors and assigns.
- (8) This agreement may not be amended or modified, unless said amendment or modification is in writing and is executed by all parties hereto.
- (9) This agreement constitutes the entire agreement between the parties hereto, and there are no agreements, understandings, or representations between the parties

other than those set forth herein or herein provided for, and this agreement supersedes all prior agreements and understandings relating to the subject matter hereof.

(10) It is the intention of the parties that the laws of the State of Florida should govern the validity of this agreement, the construction of its terms, and the interpretation of the rights and duties of the parties.

(11) In connection with any litigation to enforce this agreement, including appellate proceedings, arising out of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

EXECUTED on the dates of each of the acknowledgments hereafter set forth.

Vicki Potts
Witness
Jessica J. Reed
Witness

Larry Stephen Mikul
LARRY STEPHEN MIKUL,
Successor Co-Trustee

State of Alabama
County of Chilton

The foregoing instrument was acknowledged before me on the 20th day of January, 2023, by LARRY STEPHEN MIKUL, Successor Co-Trustee, by means of physical presence, who is personally known to me or who has produced Alabama DL (type of identification) as identification, and sworn to and subscribed before me by the witnesses, Vicki Potts by means of physical presence, who is personally known to me or who has produced personally known as identification and Jessica Reed, by means of physical presence and who is personally known to me or who has produced personally known as identification.

Juanella Lorraine Bice
Notary Public, State of Alabama
Notary's printed name:
Juanella Lorraine Bice

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