



2023040500094510 1/10 \$15.00  
Shelby Cnty Judge of Probate, AL  
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**CERTIFICATION OF TRUST**

regarding the

**2023 THOMAS JOINT REVOCABLE TRUST**

Hughes & Scalise, PC  
880 Montclair Road, Suite 325  
Birmingham, AL 35213  
PHONE: (205) 871-0300 FAX: (205) 871-0450



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The undersigned Trustees hereby certify the following:


1. Existence and Identification of Trust. This Certification of Trust refers to the 2023 THOMAS JOINT REVOCABLE TRUST created March 29, 2023 (the "Trust"). The Trust is currently in existence.
2. Grantors. ELLA QUICK THOMAS and EDDIE JAMES THOMAS
3. Trustees. ELLA QUICK THOMAS and EDDIE JAMES THOMAS
4. Address. The Trustees' address is:  

175 Weatherly Way  
Pelham, Alabama 35124
5. Trustee Powers. The Trustees have broad powers to deal with the assets of the Trust under the powers granted to a trustee under Alabama law and under Paragraph 7 of the Trust (attached as Exhibit "A").
6. Type of Trust. Revocable during the lives of both Grantors.
7. Co-Trustees' Authority. There must be majority agreement for the co-Trustees to exercise the Trustees' powers. The co-Trustees have authority to sign or otherwise authenticate under Paragraph 7, subparagraphs (g) and (h) of the Trust Agreement, a copy of which is included in the attached Exhibit "A."
8. Taxpayer Identification Number. The taxpayer identification number is available upon appropriate request by interested party.
9. Title to Trust Assets. Title to trust property shall be held in the following name:  

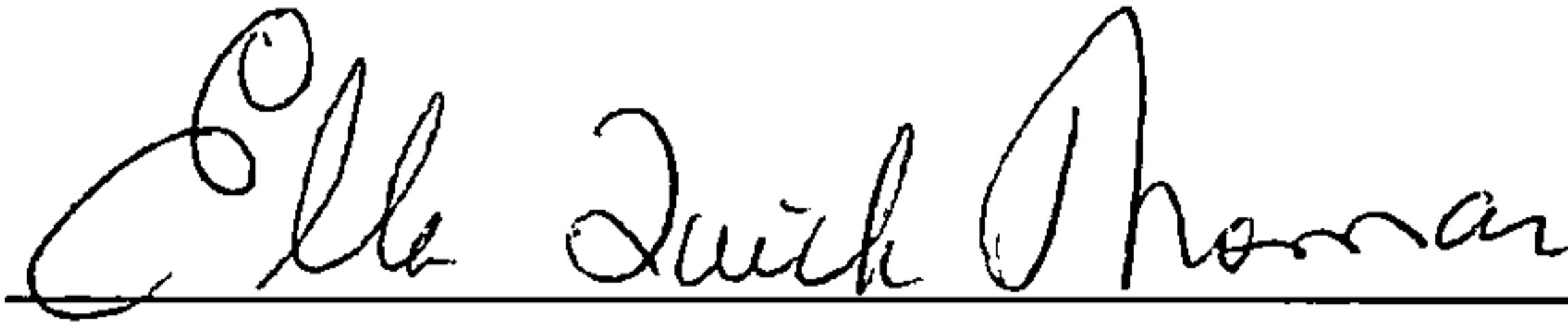
"ELLA QUICK THOMAS and EDDIE JAMES THOMAS, Trustees of the  
2023 THOMAS JOINT REVOCABLE TRUST"

or in any other name selected by the Trustees.
10. Trust not Revoked. The Trust has not been amended, modified or revoked in any manner which would cause the representations contained in this Certification of Trust to be incorrect.
11. Third Party Reliance. Any third party may rely on the stated authority of the Trustee. *Alabama Code §19-3B-1012.*
12. Certification. The undersigned certify that the statements in this Certification of Trust are true and correct.

IN WITNESS WHEREOF, the Trustees have executed this Certification on March 29,  
2023.

  
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TRUSTEES:



ELLA QUICK THOMAS



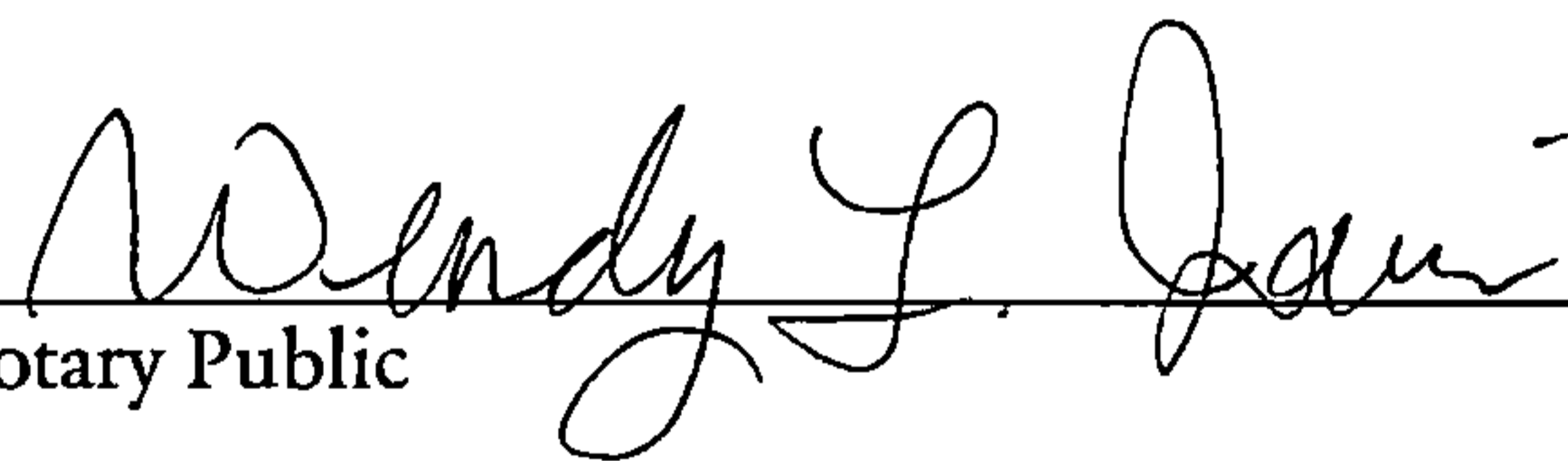
EDDIE JAMES THOMAS

STATE OF ALABAMA )

JEFFERSON COUNTY )

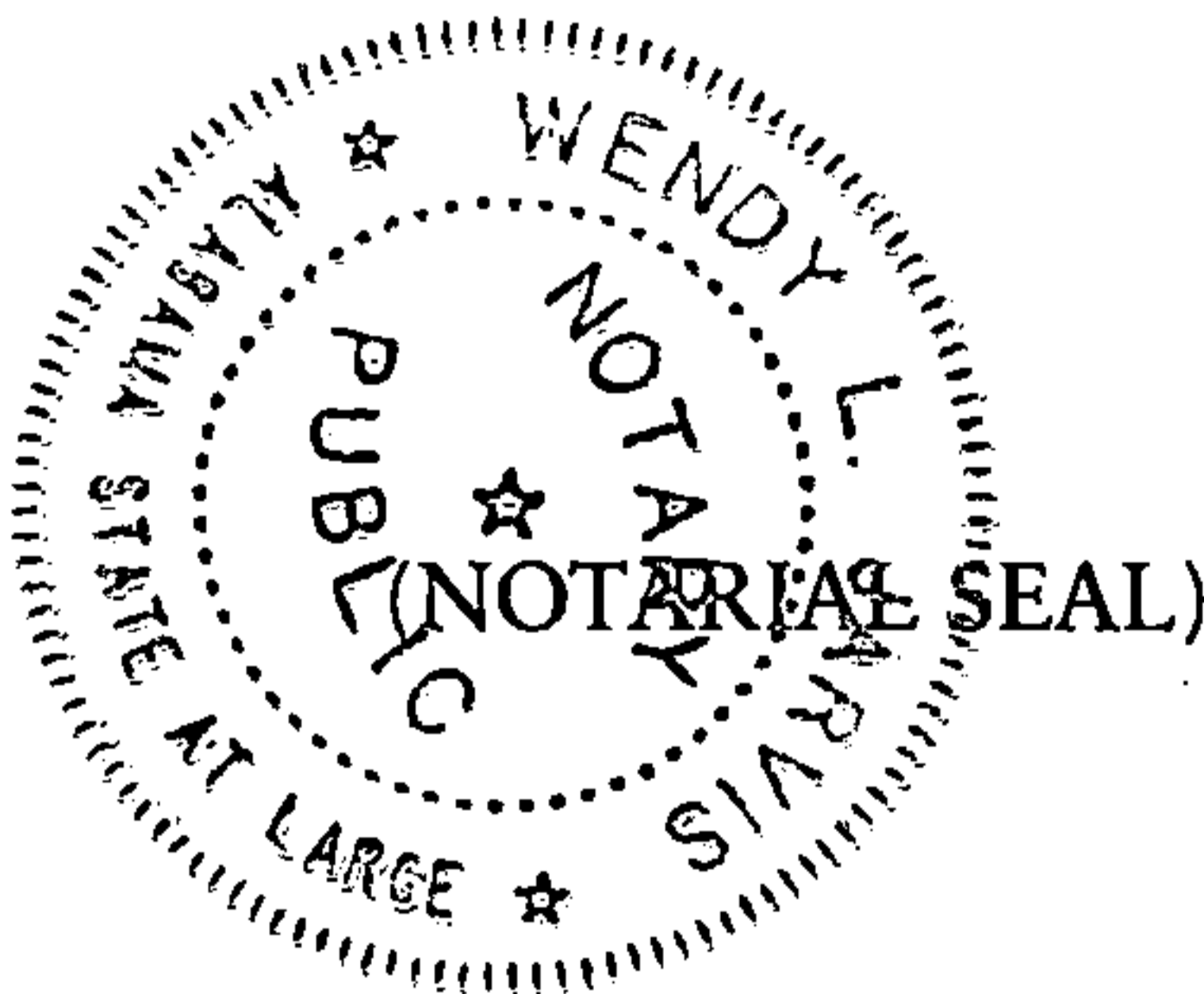
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ELLA QUICK THOMAS and EDDIE JAMES THOMAS, whose names as Trustees, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand on the 29<sup>th</sup> day of March, 2023.



Notary Public

My Commission Expires: 9/5/25





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EXHIBIT "A"

7. POWERS OF TRUSTEES.

(a) The Trustees shall have the following powers, and any others that may be granted by law, with respect to each trust hereunder, to be exercised as in the sole discretion of the Trustees, acting in a fiduciary capacity, may be determined to be in the best interests of the beneficiaries hereunder:

(1) To allot to any trust created hereunder an undivided interest in any property transferred hereunder; to make joint investments for such trusts; to make any division or distribution in kind or partly in kind and partly in money on a *pro rata* or *non-pro rata* basis; and to that end to allot specific securities or other property or an undivided interest therein to any person, share, part or trust, although it may differ in kind from securities or property allotted to any other person, share, part or trust; and to determine the value of any property so allotted, divided or distributed;

(2) To hold and continue to hold as an investment the property received hereunder and any additional property which may be received, so long as the Trustees deem proper, and to invest and reinvest in any stocks, bonds, securities or property, whether or not income producing, deemed by the Trustees to be for the best interest of the Trust and the beneficiaries hereunder, without being limited to trust or chancery investments or so-called "legal investments" provided by law, and notwithstanding that the same may constitute general or limited partnership interests, limited liability company interests, leaseholds, royalty interest, patents, interests in mines, oil or gas wells, or timber lands or other wasting assets, and without any responsibility for any depreciation or loss by or on account of such investments, and without regard for normal requirements of diversification; provided, however, that no new investment shall be made in any security of any corporate Trustee, its holding company, affiliate or successor except upon the exercise of rights given to stockholders thereof;

(3) To rent or lease any property of the Trust for such time (including any lease for a period extending beyond the term of the Trust) not exceeding a period of ninety-nine (99) years, and upon such terms and for such rental or price as in the Trustees' discretion and judgment may seem just and proper and for the best interest of the Trust and the beneficiaries hereunder;

(4) To sell, transfer, assign and convey any of the property of the Trust or any interest therein, whether real or personal, or to exchange the same for other property, in a public or private sale or transaction, for such price or prices and upon such terms and conditions as in the Trustees' discretion and judgment may be deemed for the best interest of the Trust and the beneficiaries hereunder, and to execute and deliver any deeds or conveyances (with or without warranty), receipts, releases, contracts, or other instruments necessary in connection therewith;



(5) To subdivide and develop real estate; to partition, vacate, and abandon real estate; to adjust the boundaries of any real estate; to grant easements, servitudes, rights-of-way, licenses and other interests in real estate; to dedicate real estate for any purpose in connection with the development of any real estate; and to change the use of any real estate to residential, recreational, commercial, cemetery or other usage;

(6) To make all repairs and improvements at any time deemed necessary and proper to and upon real estate, and to build, construct and complete any building or buildings upon such property which in the Trustees' discretion and judgment may be deemed advisable and proper and for the best interests of the Trust and the beneficiaries hereunder, and to determine the extent to which the cost of such repairs and improvements shall be apportioned as between principal and income; to demolish and remove any buildings or other improvements on any real estate;

(7) To keep any property constituting a part of the Trust properly insured against fire and tornado, and other hazards, and to deduct, retain, expend, and pay out of any money belonging to the Trust any and all necessary and proper expenses in connection with the operation and conduct of the Trust, and to pay all taxes and other legal assessments, debts, claims, or charges which at any time may be due and owing by, or which may exist against, the Trust;

(8) To (i) conduct environmental assessments, audits, and site monitoring to 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. Any expenses incurred by the Trustees under this Subparagraph may be charged against income or principal as the Trustees shall determine;

(9) To consent to the reorganization, consolidation, merger, liquidation, readjustment of, or other change in any corporation, company or association, or to the sale, mortgage or lease of the property thereof or any part thereof, any of the securities or other property of which may at the time be held hereunder, and to do any act or exercise any power with reference thereto that may be legally exercised by any person owning similar property in his or her own right, including the exercise of conversion, subscription, purchase, or other options, the deposit, surrender or exchange of securities, the entrance into voting trusts, and the making of agreements or subscriptions which the



Trustees may deem necessary or advisable in connection therewith, all without applying to any court for permission so to do, and to hold and redeem or sell or otherwise dispose of any securities or other property which may be so acquired;

(10) To vote any corporate securities held hereunder in person, or by special, limited or general proxy, with or without power of substitution, or to refrain from voting; to become a party to any stockholders' agreements deemed advisable by the Trustees in connection with such securities; provided, however, that in voting any stock or security of any corporate Trustee, its holding company, affiliate or successor, such corporate Trustee shall vote said stock or security as a majority in interest of the then income beneficiaries (or the guardians of minor beneficiaries) may direct;

(11) To engage in business with the property of the Trust as sole proprietor, as a member or as a general or limited partner, with all the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenant in common or as tenant in partnership;

(12) To continue any business (whether in the form of a sole proprietorship, partnership, limited liability company, corporation or otherwise) for such time and under such management and conditions as in the discretion of the Trustees may be expedient; to contribute capital to such business; to expand or alter such business; to incorporate, reorganize, merge or consolidate such business; to amend the charter or name of such business; to appoint directors and employ officers, managers, employees or agents (including any directors, officers or employees of any corporate Trustee of the Trust); to compensate and offer stock options and other employee or fringe benefits to the employees of such business (including the establishment or operation of employee retirement plans, profit-sharing plans, pension plans and employee stock ownership plans); and to liquidate or dissolve any such business at such time and upon such terms and conditions as in the judgment of the Trustees is for the best interest of the Trust and the beneficiaries hereunder;

(13) To cause any security or other property which may at any time constitute a portion of the Trust to be issued, held or registered in the Trustees' individual name or in the name of a nominee or in such form that title will pass by delivery;

(14) To appoint, employ, remove and compensate such accountants, attorneys (including, without limitation, any attorney or accountant who may be serving as a Trustee hereunder), agents, investment advisors, investment managers, investment counselors, financial consultants, custodians, and representatives, individual or corporate, as the Trustees deem necessary or desirable for the administration of the Trust, and to treat as an expense of the Trust any compensation so paid;



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(15) To act hereunder through an agent or attorney-in-fact (including, without limitation, a bank or the trust department of a bank as an agent or custodian for the Trustees), by and under power of attorney or other instrument duly executed by the Trustees, in carrying out any of the powers and duties herein authorized;

(16) To borrow money for any purposes of the Trust, or incidental to the administration thereof, upon the bond or promissory note of the Trustees acting in such capacity, and to secure the repayment thereof by mortgaging, creating a security interest in, or pledging or otherwise encumbering any part or all of the property of the Trust, and, with respect to the purchase of any property, as part of the consideration given therefor, to assume a liability of the transferor or to acquire such property subject to a liability;

(17) To lend money to any person or persons upon such terms and in such manner and with such security as the Trustees may deem advisable for the best interest of the Trust and beneficiaries hereunder;

(18) To institute and defend any and all suits or legal proceedings relating to the Trust in any court, and to employ counsel and to compromise or submit to arbitration all matters of dispute in which the Trust may be involved, as in the judgment of the Trustees may be necessary or proper; to compromise, settle, arbitrate or defend any claim or demand in favor of or against the Trust; to enforce any bonds, mortgages, security agreements, or other obligations or liens held hereunder; and to enter upon such contracts and agreements and to make such compromises or settlements of debts, claims, or controversies as the Trustees may deem necessary or advisable;

(19) To foreclose mortgages and to bid on any property under foreclosure or to acquire mortgaged property in any other manner and for such consideration as the Trustees may determine;

(20) To acquire as an asset of the Trust a life insurance policy on the life of any person to whom the income of the Trust is payable, or on the life of any person in whom such income beneficiary has an insurable interest, from such companies and in such amounts as the Trustees may deem advisable; to pay premiums on all such insurance policies, from income or principal, or both, as the Trustees may determine; and all such insurance shall be payable to, and all incidents of ownership vested in, the Trustees;

(21) To engage in ranching and farming, including the purchase, leasing, operating, encumbering, selling, producing, and generally dealing in and with farms, ranches, timber, timber lands, water rights, machinery and equipment, livestock, wool, fiber, fertilizer, seed, crops and products of every kind;

(22) To drill, mine and otherwise operate for the development of gas, oil and other minerals; to enter into contracts relating to the installation and operation of absorption and repressuring plants; to place and maintain pipe



lines, telephone and telegraph lines, and to execute oil, gas and mineral leases, division and transfer orders, grants and other instruments of every kind and character containing such provisions as the Trustees considers appropriate with full power to lease or sell any such asset;

(23) To allocate all deductions for depletion under Federal and State income tax statutes, in each tax year, among a group consisting of the Trustees and those persons to whom Trust income may in such tax years have been distributed, in such shares and proportions as the Trustees may determine, to the extent permissible under the applicable statute. In the absence of a valid allocation so made, all such deductions for any tax year shall be divided among the members of such group in proportion to the amounts distributed to or retained by each during such tax year; and the Trustees shall not be required to maintain any reserve for depletion despite any statute or rule of law to the contrary, but shall have the discretion to do so;

(24) To open and maintain one or more accounts for the deposit of funds in any bank or trust company (including a corporate Trustee hereunder) or with any other financial institution (including any brokerage firm or other company maintaining "money market," cash management or other similar accounts), and to deposit to the credit of such account or accounts all of the funds belonging to the Trust which may at the time be in the possession of the Trustees; from time to time to withdraw a portion or all of said funds so deposited by check or draft signed by the Trustees, and any such bank, trust company or financial institution is hereby authorized to pay such checks or drafts and also to receive the same for deposit, to the credit of any holder thereof who so signed or endorsed; to delegate to any one or more proper agents the right to sign checks or drafts against the aforementioned account or accounts for the purposes of the Trust, and any bank, trust company or financial institution in which said account or accounts are maintained is hereby authorized and directed to pay such checks or drafts, provided, however, that prior thereto such delegation is evidenced by an appropriate instrument in writing deposited with the said bank, trust company or financial institution by the Trustees;

(25) To view, access, retrieve, receive, change, open, or close any electronically stored, transmitted, or accessible data, including but not limited to electronic mail and electronic mail accounts, airline mileage or other similar rewards programs, online accounts and statements, academic, financial, tax, or medical records, passwords, user identification numbers, personal identification numbers, and any other electronically sourced data, it being Grantors' intention to confer the broadest access power upon the Trustees;

(26) In any contract or agreement made by the Trustees on behalf of the Trust, the Trustees may, and is hereby authorized to, stipulate and provide against personal liability; and all rights created under and by virtue of such contracts or agreements shall belong to the Trust and the obligations thereunder shall be the obligations of the Trust;



(27) To make, execute and deliver deeds, leases, mortgages, conveyances, options, receipts, releases, satisfactions and other quitclaims or disclaimers of liability, contracts, voting trusts, stock purchase agreements, buy-sell agreements, stock redemption agreements, or other instruments, sealed or unsealed, to any person or corporation with respect to the property of the Trust, or with reference to any matter involved in the administration thereof, or for the accomplishment of any of the powers vested in the Trustees, all of the foregoing upon such terms, provisions and conditions existing within or beyond the duration of the Trust as to the Trustees shall seem reasonable; to create reserves for depreciation, depletion or such other purposes to the extent the Trustees deems necessary or desirable;

(28) To incur and pay the ordinary and necessary expenses of administration;

(29) To pay the funeral and burial expenses of any beneficiary from the principal of the trust of which the deceased beneficiary is a permissible distributee;

(30) Except as otherwise expressly provided in this instrument, to determine as the Trustees may deem just and equitable the manner of ascertainment of income and principal and the apportionment between income and principal of all receipts and disbursements;

(31) To invest all or any part of the Trust in any common trust fund or proprietary mutual fund at any time maintained by any bank or trust company (including a corporate Trustee hereunder);

(32) To transfer the situs or governing law, or both, of the Trust to such other place as, in the Trustees' opinion, shall be for the best interests of the Trust and of the beneficiaries hereunder; and

(33) To do all other acts which in the Trustees' judgment are necessary or desirable, for the proper and advantageous management, investment and distribution of the Trust.

(b) Except as otherwise provided herein, all references in this Paragraph to any property contained in any trust created hereunder shall be deemed to include specifically, without limitation thereto, stock or other securities of any corporate Trustee at any time serving hereunder, its holding company, affiliate or successor, and, except as otherwise provided herein, the Trustees are authorized to deal with such stock or securities in the same manner as provided with respect to any other property contained in any trust.

(c) No person or corporation dealing with the Trustees shall be required to inquire into the terms of this instrument or any trust hereunder, nor shall any purchaser therefrom be required to see to the application of the purchase money.

(d) A majority of the beneficiaries who are not incapacitated and who are then entitled to receive income of any trust established hereunder or, if there shall be no such beneficiaries, then a majority of the guardians of the beneficiaries of any such trust may, without liability to any present or



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future beneficiary of any such trust, approve the annual or other current account of the Trustees hereunder.

(e) The powers herein granted to the Trustees may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to law, and shall include all powers necessary to carry the same into effect.

(f) Notwithstanding any contrary provision of this instrument, the Trustees 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 indemnify the Trustees against any claims filed against the Trustees 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.

(g) Any Trustee serving hereunder is authorized to delegate at any time or from time to time, any or all of the rights, powers, duties and authority granted to a Trustee herein, whether discretionary or ministerial, to any other Trustee by an instrument in writing signed by the delegating party; provided, however, that any such delegating instrument shall be revocable at any time.

(h) All checks or withdrawals from any bank account maintained by any trust established hereunder may be signed or made by any one or more of the Trustees as they may mutually agree.