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## **THE PIPER ANN BLAKE IRREVOCABLE TRUST**

This Trust Agreement is entered into this 4<sup>th</sup> day of April, 2023, between Jessica Hallmark and Piper Ann Blake, a minor, with Jessica Hallmark, as Trustee.

Jessica Hallmark, the Trustee hereby declares that Virginia Blake transferred and delivered to the Trustee, without any consideration, Ten Thousand Dollars (\$10,000.00). The Trustee acknowledges receipt of this property with any other property that may later become subject to this trust, shall constitute the trust estate, and shall be held, administered, and distributed by the Trustee as provided herein.

### **ARTICLE I**

The Trustor and any other person shall have the right during the lifetime of the Trustor to add to this trust other real and personal property and shall have the further right either during the lifetime of the Trustor or by Will to add to this trust other property acceptable to the Trustee, which upon the receipt and acceptance by the Trustee, shall become a part of the trust estate.

### **ARTICLE II**

#### **General Distribution Powers**

The Trustee shall distribute to the Beneficiary of the trust such amounts of the income and principal of such trust as the Trustee, in the Trustee's discretion, deems desirable from time to time to provide for such Beneficiary's health, support, maintenance and/or education, directly and without the interposition of any guardian or conservator.

### **ARTICLE III**

The trust shall terminate when such beneficiary attains the age of forty (40). Should the beneficiary be incapacitated, the trust shall terminate when the Beneficiary of the trust, in the discretion of the Trustee, is no longer incapacitated. Upon the termination of the trust, the remaining property of such trust shall be distributed to the Beneficiary of said trust, but if the Beneficiary dies before the



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termination of such trust, then upon such Beneficiary's death the remaining property of such trust shall be distributed to Emma Glenn Hallmark.

#### ARTICLE IV

If Jessica Hallmark, Trustee, fails to qualify, dies, resigns, becomes incapacitated, or otherwise ceases to serve, I appoint my daughter, Emma Glenn Hallmark, to be Trustee of said trust.

#### ARTICLE V

No bond or other security shall be required of the Trustee in any jurisdiction.

#### ARTICLE VI

##### Trustee Appointments

Appointment of Trustee. After Jessica Hallmark's death, any then-serving Trustee of the trust may by written instrument appoint a successor serving Trustee, or a series of successor individual or corporate Trustees, to serve if such Trustee dies, resigns, becomes incapacitated, or otherwise ceases to serve as Trustee of the trust, by an acknowledged instrument, a copy of which shall be delivered to the beneficiary of the trust. No restrictions may be added to such an instrument which would limit any person from exercising a right or power regarding a trusteeship which is otherwise granted to such person.

Expenses and Compensation. The Trustee shall be reimbursed for the reasonable costs and expenses incurred in connection with such Trustee's duties. Every Trustee shall be entitled to fair and reasonable compensation for services rendered by such Trustee in an amount not exceeding the customary and prevailing charges for services of a similar character at the time and place such services are performed.

Ancillary Trustee. If the trust contains property located in another state or a foreign jurisdiction and the Trustee cannot or chooses not to serve under the laws thereof, my Trustee shall have the power to appoint an ancillary individual or corporate Trustee of such property.



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Multiple Trustees. Unless another meaning is clearly indicated or required by context or circumstances, the term "Trustee" shall also mean and include all persons or entities who may at any time be serving as Co-Trustees, alternates, or successors. If Co-trustees are already serving and one such Co-Trustee declines to serve, fails to qualify, dies, resigns, becomes incapacitated, or otherwise ceases to serve for any reason, then the remaining Trustee or C-Trustee, as the case may be, shall serve or continue to serve in such capacity.

Actions by Co-Trustees. In all matters relating to the trust, the decision of a majority of the Trustees then serving shall control. Any writing signed by the persons whose decision shall control shall be valid and effective for all purposes as if signed by all such Trustees.

## ARTICLE VII

### Trustee Powers

Each Trustee shall, to the extent permitted by law, act independently and free from the control of any court as to the trust established and property of the trust. Each Trustee shall have and possess all powers and authorities conferred by statute or common law in any jurisdiction in which the Trustee may act, including all power and authorities conferred by the Alabama Uniform Trust Code and by any future amendments thereto, except for any instance in which such powers and authorities may conflict with the express provisions of this trust, in which case the express provisions of this trust shall control. In addition to such power and authorities, each Trustee shall have and possess the following powers and authorities (each of which shall be exercisable in the discretion of such Trustee) with respect to the trust established hereunder, and the following provisions shall apply to the trust:

- 1) To retain, in the discretion of the Trustee, any property owned without the duty to diversify investments under the laws governing the trust and without liability for any depreciation or loss occasioned by such retention;
- 2) To exchange, sell or lease (including leases for terms exceeding the duration of all trusts created for cash, property or credit, or to partition, publicly or privately, as such prices on such terms, times and conditions and by instruments of such character and with such covenants as the Trustee deems proper, all or any part of the properties of the trust, including real property, and a vendee or lessee shall be required to look to the application of any funds paid to the Trustee;



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- 3) To borrow money from any source (including the Trustee) and to mortgage, pledge, or in any other manner encumber all or any part of the properties of my estate of any trust as may be advisable in the judgment of the Trustee for the advantageous administration of the trust;
- 4) To make, in the discretion of the Trustee, any distribution required or permitted to be made to the beneficiary of the trust, in any of the following ways when such beneficiary is a minor or is incapacitated: (i) to such beneficiary directly, (ii) to the guardian or conservator of such beneficiary's person or estate; (iii) by applying the required or permitted distribution for the benefit of such beneficiary; (iv) to a person or financial institution serving as custodian for such beneficiary under a uniform transfers to minors act of any state, with the age of termination determined by the Trustee in a state which allows for delayed termination; (v) by reimbursing or advancing funds to the person who is actually taking care of such beneficiary (even though such person is not the legal guardian or conservator) for expenditures made or to be made by such person for the benefit of such beneficiary; and (vi) by managing such distribution as a separate fund on the beneficiary's behalf, subject to the beneficiary's continuing right to withdraw the distribution; and the written receipts of the persons receiving such distributions shall be full and complete acquittances to the Trustee;
- 5) To make divisions, partitions, or distributions in money or in kind, or partly in each, whenever required or permitted to divide, partition, or distribute all or any part of the trust; and in making any such divisions, partitions, or distribution, the judgment of the Trustee in the selection and valuation of the assets to be so divided, partitioned, or distributed shall be binding and conclusive;
- 6) To invest and reinvest the properties of the trust in any kind of property whatsoever, real or personal, whether or not productive of income and without regard to the proportion that such property or property of a similar character held may bear to the entire trust, and to make loans to any beneficiary of the trust with adequate security and at an adequate interest rate; and
- 7) To enter into any transaction on behalf of the trust (including loans to beneficiaries for adequate security and adequate interest) despite the fact that another party to any such transaction may be (i) a trust of which the Trustee is also a trustee; (ii) an estate of which the Trustee is an executor or personal representative; (iii) a business or trust controlled by the Trustee, or any director, officer or employee of any such corporate Trustee is also a director, officer or employee; or (iv) any beneficiary or Trustee acting individually.



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The Trustor and the Trustee executed this Trust Agreement on the day and year hereinabove first written.

*Jessica Hallmark*  
\_\_\_\_\_  
Jessica Hallmark

STATE OF ALABAMA )

COUNTY OF SHELBY )

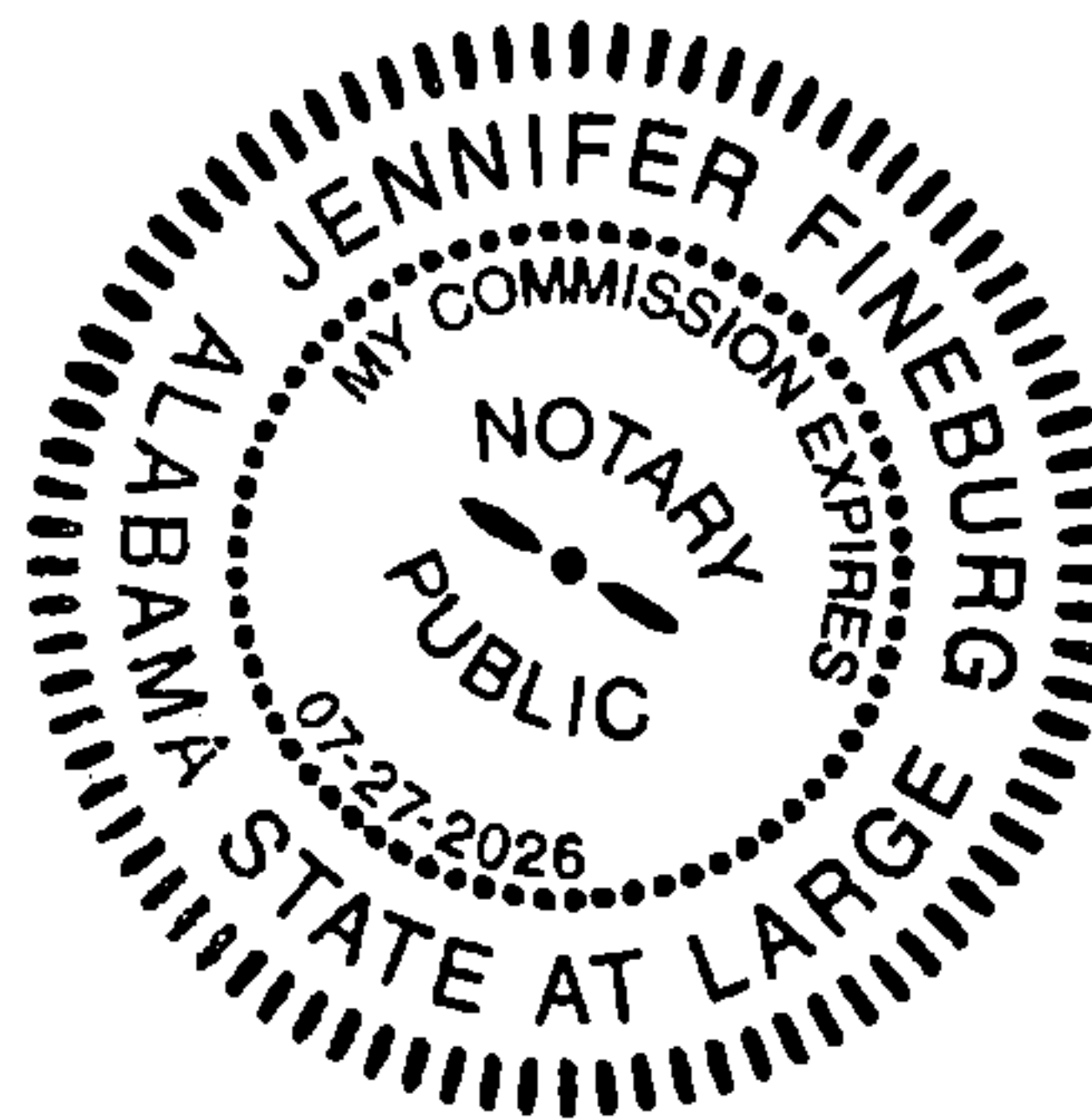
I, the undersigned, a Notary Public, in and for said County, in said State, do hereby certify that, after being duly sworn, Jessica Hallmark, an individual whose name is signed to the foregoing Trust Agreement and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Trust Agreement, she executed the same voluntarily on the day the same bears date.

Sworn to and subscribed before me this the 4<sup>th</sup> day of April, 2023.

*Jennifer Fineburg*  
\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

7/27/2026



Red Mountain Law Firm  
Brandy Lee  
The Landmark Center  
Suite 600  
2100 First Ave North  
Birmingham AL 35203