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ARY FAMILY LIVING TRUST

CREATED ON THE 9th DAY OF JUNE, 2023.

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Ary Family Living Trust

Article One - Establishing The Trust



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The date of this revocable trust agreement is June 9, 2023. The Grantors herein shall be Lisa W. Milam-Ary and Roy D. Ary, Jr., who shall also be the Co-Trustees. By this agreement we intend to create a valid trust under the laws of Alabama and under the laws of any state in which any trust created under this agreement is administered.

Section 1.01 Identifying the Trust

This Trust shall be called the "Ary Family Living Trust." However, the following format should be used for taking title to assets: "Lisa W. Milam-Ary and Roy D. Ary, Jr., Co-Trustees of the Ary Family Living Trust, dated June 9, 2023, and any amendments thereto." During any period that this trust is a Grantor Trust, the taxpayer identification number of our trust may be Lisa W. Milam-Ary's Social Security number, in accordance with Treasury Regulation Sections 301.6109-1(a)(2)(i)(B), 1.671-4(b)(8) and 1.671-4(b)(2)(i)(A).

Section 1.02 Third-Party Reliance on Affidavit or Certification of Trust

The Trustees may provide an affidavit or certification of trust to third parties in lieu of providing a copy of this agreement. Third parties are exonerated from any liability for acts or omissions in reliance on the affidavit or certification of trust, and for the application that our Trustees makes of funds or other property delivered to our Trustees.

Section 1.03 Transferring Property to the Trust

By execution of this agreement, we transfer, convey, and assign to the Trustees, the trust property described herein, and the Trustees accept and agree to hold such property

under the terms of this agreement. The Trustees may accept any additional property transferred to the trust, at any time, including as the result of a beneficiary designation. Our rights to the income from trust property and our rights to the proceeds from the sale of trust property will be characterized according to Alabama law, except to the extent that we may have modified those rights.

Section 1.04 Distributions of Income and Principal

While we are living, the Trustees will distribute to or for the benefit of either Lisa W. Milam-Ary or Roy D. Ary, Jr., as much of the income and principal of the trust property as we determine appropriate and in our sole discretion. In addition, as Trustees we will distribute to or for the benefit of the others we determine appropriate and in our sole and absolute discretion.

Section 1.05 Powers Reserved by Me as Grantor

I do hereby reserve and retain the powers set forth in this Section in addition to any powers that are reserved in other provisions of this agreement.

- (a) Action on Behalf of This Trust- Unless otherwise specified in Article Three, entitled "Trustee Succession," during any period of my life and while serving as a Trustee of this trust, I may act on behalf of the trust without the consent of any other Trustee, or third party. After my death, the ability of the successor trustee will be subject to the other provisions of this agreement.
- (b) Amendment, Restatement, or Revocation- By a signed writing, I, may amend, restate, or revoke this agreement, in whole or in part, as it relates to any trust property and I may: (i) amend, restate, or revoke this agreement, in whole or in part, as it relates to the acting as separate property; or (ii) amend or restate



this agreement, to designate Trustees to replace the successor Trustee.

Article Two - Family Information

Section 2.01 Our Children and Descendants

For purposes of this trust our children are listed as follows, at the time of the creation of this Trust.

Kyle Roy Ary, 36, 3404 Hurricane Road, Hoover, AL 35226; and

Shiloh Walker Ary, 31, 1318 Myrtle Avenue, Apt. 3C, Brooklyn, NY 11237.

For purposes of this trust, my descendants shall include children and grandchildren of my above named children.

Article Three - Successor Trustee and Disposition of Trust Estate

Section 3.01 Successor Trustee

The survivor of Lisa W. Milam-Ary or Roy D. Ary, Jr. shall act as successor Trustee of this Trust. The successor Trustee shall be appointed by me at any time and at my discretion and, if not sooner appointed, will take over at the time of the death of the first Co-Trustee.

Upon the death of the last surviving Co-Trustee, we hereby appoint Kyle Roy Ary and Shiloh Walker Ary as successor Co-Trustees of this Trust. The successor Co-Trustees shall be appointed by us at any time and at our discretion and, if not sooner appointed, will take over at the time of our deaths.

Section 3.02 No Bond

The Successor Co-Trustees are not required to furnish any bond for the faithful performance of their duties, unless required by a court of competent jurisdiction and only if the court finds that a bond is needed to protect the interests of the

beneficiaries.


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Section 3.03 Ancillary Administration

If any ancillary administration is required or desired, the net proceeds of the ancillary estate will be paid over to the successor Trustees to be distributed by them in accordance with the provisions of this Trust and my Last Will and Testament.

Section 3.04 Disposition of the Trust and My Probate Estate

My Personal Representative(s) will distribute my entire probate estate to the Ary Family Living Trust dated June 9, 2023, to hold and administer according to the provisions of that Last Will and Testament and according to the provisions of this trust. The provisions of our Wills shall apply to our Trustees and trust estate, and also apply to our Personal Representative and probate estate.

Article Four - Trustee Succession

Section 4.01 Trustee Succession

As herein set out the survivor of Lisa W. Milam-Ary or Roy D. Ary, Jr. is appointed as successor Trustee, and he/she shall work cooperatively with the Executor of my Last Will and Testament toward the distribution of my trust estate and the distribution of assets as set out under my Will.

Section 4.02 Trustee Resignation, Removal, and Appointment

Any Trustee may resign by giving notice to the income beneficiaries of the trust and to any other Trustee then serving. Any of my children may replace the successor Trustee and fill the Trustee vacancy as may be necessary, following in their birth order.

Article Five - Trust Property

The Grantors do hereby transfer and deliver unto the Trustee One Dollar (\$1.00) and the below listed properties and in the future other such principle funds and assets as the Grantors may choose to convey. The Trustees shall hold and administer said property and all subsequently acquired property in Trust pursuant to this agreement as set forth below.

Properties:

1. Main home

2754 Stevens Creek Road

Hoover, Alabama 35244

2. Cash accounts located at

Hancock Whitney account ending 4495

JPMorgan Chase account ending 2341

JPMorgan Chase account ending 5515

JPMorgan Chase account ending 9567

Article Six - Termination of the Trust

Section 6.01 Distribution of the Trust

All contributions, income, interest and principal held in the Trust estate can be distributed to the initial beneficiaries, namely, Lisa W. Milam-Ary and Roy D. Ary, Jr. during their life time.

At the time of the death of one of the initial beneficiaries, the Trust shall continue to be administered for the benefit of the beneficiaries of the Trust. Those beneficiaries will be the survivor of original Co-Trustees, then Kyle Roy Ary and Shiloh Walker Ary, and any



children or grandchildren of my issue, so long as the Trust can provide for them.

After full distribution has been made to the beneficiaries as set out herein above, the Trustee shall produce a final accounting of the Trust Funds, pay any outstanding debts, expenses, invoices and/or statements and close this Trust, thereafter any balance remaining shall be held and distributed to the remainder beneficiaries in equal shares, per stirpes, and the Trust shall be terminated.

Should any remaining beneficiary die prior to the distribution of this Trust and after the Death of the initial Trustee/Grantor, the successor Co-Trustees shall distribute the assets remaining in the Trust per stirpes to the children of the initial Trustee.

Upon the payment of all expenses attributable to the trust, with the final distribution of the trust proceeds to the beneficiary occurring immediately thereafter, the Trust shall terminate.

Article Seven - Trustee's Administrative Powers

The Trustee (including any successor Trustee) shall have the continuing, absolute, discretionary power to deal with any property, real or personal, held in trust. Such power may be exercised independently and without the prior or subsequent approval of any court or judicial authority, and no person dealing with the Trustee shall be required to inquire into the propriety of any of their actions. Without in any way limiting the generality of the foregoing, the Trustee is granted the following specific powers and authority in addition to and not in substitution of powers conferred by law.

(A) To compromise, settle, or adjust any claim or demand by or against my estate or any trust and to agree to any rescission or modification of any contract or agreement.

(B) To retain any security or other property owned by me at the time of my death,



so long as such retention appears advisable, to exchange any such security or property for other securities or properties and to retain such items received in exchange. My Executrix or Trustee may presume that I have confidence in the securities owned by me at the time of my death, and therefore, no sale thereof shall be made solely in order to diversify investments.

(C) To sell, exchange, assign, transfer and convey any security or property, real or personal held in my estate or in any trust fund, at public or private sale, at such time and price and upon such terms and conditions (including credit) as he may determine.

(D) To invest and reinvest in such stocks, bonds, and other securities and properties as he may deem advisable including stocks and unsecured obligations, undivided interests, interest in investment trust, mutual funds, legal and discretionary common trust funds, leases and property which is outside of my domicile, all without diversification as to kind or amount without being restricted in any way by the Constitution of Alabama, any statute or court decision (now or hereafter existing) regulating or limiting investments by fiduciaries.

(E) To register and carry any property in his own name or in the name of his nominee or to hold it unregistered, but without thereby increasing or decreasing his liability as fiduciary.

(F) To sell or exercise any "rights" issued on any securities held in my estate or in an trust fund hereunder.

(G) Unless inconsistent with other provisions of this instrument, to consider and treat as income all other dividends received (except those declared and payable as of a "record date" preceding my death, which shall be considered and treated as principal).



(H) To charge or credit to principal any premiums and discounts on securities purchased at more or less than per.

(I) To vote in person or by proxy any stocks or securities held, and to grant such proxies and powers of attorney to such person or persons as he may deem proper.

(J) To consent to and participate in any plan for the liquidation, merger, consolidation, combination, reorganization, recapitalization, or change of charter or name of any corporation, any security of which is held.

(K) To borrow money (from himself individually or from others) upon such terms and conditions as he may determine and to mortgage and pledge estate and trust assets as security for the repayment thereof.

(L) To lease any real estate for such term or terms and upon such conditions and rentals and in such manner as he may deem advisable (with or without privilege of purchase), and any lease so made shall be valid and binding for the full term thereof even through same shall extend beyond the duration of the trust. To insure against fire or other risk. To make repairs, replacements and improvements, structural or otherwise, to any such real estate and to charge the expense thereof to principal or income (or apportion same between principal and income) as he may deem proper. To subdivide real estate, to dedicate same to public use and to grant easements as he may deem proper.

(M) Wherever required or permitted to trust created hereunder, to make such division or distribution in money or in kind or partly in money and partly in kind; and to exercise all powers herein conferred, after the termination of any trust until the same is fully distributed.

(N) To employ accountants, attorneys and such agents as he may deem advisable;

to pay reasonable compensation for their services and to charge same to (or apportion same between) income and principal as he may deem proper.

(O) Unless inconsistent with other provisions of this instrument, to hold two or more trusts or other funds in one or more consolidated funds, in which the separate trusts or funds shall have undivided interests.

(P) 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 litigate; (iv) comply with any local, state, or federal agency order or court order directing an assessment, abatement, or clean up 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 Trustee under this sub-paragraph may be charged against income or principal as the Trustee shall determine.

(Q) No Trustee shall be liable for any loss or depreciation in value sustained by the trust as a result of the Trustee 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 gross negligence. Not

withstanding any contrary provision 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 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.

Article Eight - Validity, Intrepretations and Situs

Section 8.01 Validity

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

Section 8.02 Construction

The construction of this instrument, the validity of the interest created hereby and the administration of the trust property shall be governed by the laws of the State of Alabama, where the Grantor, Trustee and initial Beneficiary reside.

The captions and paragraph headings continued herein are for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Trust.

Throughout this document, the gender designation, whether singular or plural, shall be deemed to include either gender or deemed to mean singular to include plural and vice-versa, whenever the context shall permit.

Whenever in this document, reference is made to "Trustee" such reference shall be deemed to include not only the Trustee expressly named herein, but also any and all successors at any time qualified and acting hereunder.

The Trustee shall pay all costs, charges and expenses of the trust from assets of the trust. The Trustee shall be reimbursed from trust assets for all costs, expenses and attorney fees incurred by the Trustee, for any reason related to the trust, except for his own fraud or gross negligence.

We, Lisa W. Milam-Ary and Roy D. Ary, Jr., the Grantors and Trustees, do sign our names to this instrument, the same being the ARY FAMILY LIVING TRUST, on this 9th day of June, 2023, and being first duly sworn, do hereby declare to the undersigned authority that we sign it willingly and that we execute it as our free and voluntary act for the purpose herein expressed, and that we are nineteen (19) years of age or older, of sound mind, and under no constraint or undue influence.


LISA W. MILAM-ARY
GRANTOR/TRUSTEE


ROY D. ARY, JR.
GRANTOR/TRUSTEE

STATE OF ALABAMA)
SHELBY COUNTY)

I, THE UNDERSIGNED Notary Public in and for said state and county, do certify that before me did appear Lisa W. Milam-Ary and Roy D. Ary, Jr., who are known to me and who, after being duly sworn, did execute the foregoing document and declared to me that they willingly signed the this Trust Document as a voluntary act for the purposes as expressed herein.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on this the 9th day of June, 2023.


NOTARY PUBLIC
MY COMMISSION EXPIRES:

