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Shelby Cnty Judge of Probate, AL  
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## CERTIFICATION OF TRUST

TO: ALL FINANCIAL INSTITUTIONS, MUTUAL FUND ADMINISTRATORS, TITLE INSURERS, TRANSFER AGENTS, AND OTHER PERSONS AND INSTITUTIONS

The undersigned desire to confirm the establishment of a revocable living trust named THE ARTHUR AND REBECCA BAKER LIVING TRUST (hereinafter referred to as the "Trust"). The following provisions are found in said Trust and may be relied upon as a full statement of the matters covered by such provisions by anyone dealing with the original co-Trustees or their successors.

### CREATION OF TRUST

The Trust was created concurrently herewith by a Trust Agreement executed by the undersigned as Settlers and co-Trustees, for the benefit of the undersigned during their joint lifetimes, thereafter for the lifetime benefit of the survivor, and ultimately for the benefit of other successor beneficiaries in interest.

### NAME OF TRUST

The name of the Trust is THE ARTHUR AND REBECCA BAKER LIVING TRUST. Any assets held in the name of the Trust should be titled in substantially the following manner: ARTHUR WINDFIELD BAKER and REBECCA ANNE BAKER, as co-Trustees of THE ARTHUR AND REBECCA BAKER LIVING TRUST, U/A dated July 15, 2023.

### TRUSTEE

The currently acting co-Trustees of the Trust are ARTHUR WINDFIELD BAKER and REBECCA ANNE BAKER. If Rebecca shall cease to act for any reason, she shall be replaced by JOSHUA LEWIS, BRANDY NIX, DUSTIN LEWIS AND JESSE LEWIS, who shall serve as co-Trustees with Arthur Windfield Baker. In the event that both currently acting co-Trustees cease to act for any reason, they shall be succeeded by JOSHUA LEWIS, BRANDY NIX, DUSTIN LEWIS AND JESSE LEWIS as successor co-Trustees. If a co-Trustee fails to qualify or ceases to act, the other co-Trustees or co-Trustee shall continue to act.

### SIGNATURE AUTHORITY

While co-Trustees are acting (other than such time as when both Settlers are acting as co-Trustees), the signatures of all such successor co-Trustees shall be required to conduct business with respect to property and/or assets held or owned by the Trust.

### REVOCABILITY OF TRUST

The Trust is revocable. The persons holding the power to revoke or amend the Trust are ARTHUR WINDFIELD BAKER and REBECCA ANNE BAKER.

**TAXPAYER IDENTIFICATION NUMBER**

The Trust uses the Social Security number of the Settlers as its Taxpayer Identification Number. No separate tax identification number is required while this Trust is revocable and the Settlers or either of them is acting as Trustee.

**ADDRESS OF THE TRUST**

The Trust uses the address of the Settlers/Trustees as its location. This address is currently 90 Christa Circle, Shelby, Alabama 35143.

**TRUSTEE AUTHORITY**

(1) A Trustee may appoint an Attorney-in-Fact ("Power of Attorney") and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee.

(2) The Settlers intend for the Trustee to be treated as they would regarding the use and disclosure of their individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC 1320d and 45 CFR 160-164. The Settlers authorize any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health provider, any insurance company and medical information bureau or other health care clearinghouse that has provided treatment or services or that has paid for or is seeking payment from either Settlor for such services to give, disclose, and release, either orally or in writing, to the Trustee or Trustees, without restriction, all of such Settlor's individually identifiable health information and medical records regarding any past, present or future medical or mental health condition.

The authority given to the Trustee shall supersede any prior agreement that the Settlers have made with their health care providers to restrict access to or disclosure of their individually identifiable health information. The authority given to the Trustee has no expiration date and shall expire only in the event that either Settlor revokes the authority in writing and delivers such revocation to his or her health care providers.

(3) No purchaser from or other person dealing with a Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to such Trustee, but the receipt by a Trustee shall be a full discharge; and no purchaser or other person dealing with a Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with a Trustee should relate, shall be under any obligation to ascertain or inquire into the power of such Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by such Trustee or comprised in the trust fund.

(4) The certification of a Trustee and/or the agent of a Trustee that such person is acting according to the terms of the Trust shall fully protect all persons dealing with such Trustee and/or agent. Any person may rely upon the certification of any Trustee as to the matters which are not contained in this Certification of Trust, including a further enumeration of the Trustee's powers.



A person who acts in reliance on this Certification of Trust without knowledge that the representations contained in this Certification of Trust are incorrect is not liable to any person for so acting and may assume without inquiry the existence of the facts contained in this Certification. Knowledge of the terms of the Trust may not be inferred solely from the fact that a copy of all or part of the trust instrument is held by the person relying on the certification. A person who in good faith enters into a transaction in reliance on this Certification of Trust may enforce the transaction against the trust property as if the representations contained in this Certification of Trust were correct.

#### **TRUSTEE'S POWERS**

The Trustee shall have, in general, the power to do and perform any and all acts and things in relation to the trust fund in the same manner and to the same extent as an individual might or could do with respect to his or her own property including the power to buy, sell, hold, transfer, convey, or exercise any ownership rights in any asset for the Trust by executing any appropriate document, or by an oral demand to buy or sell a security; to maintain, deposit or to withdraw from any bank, brokerage or mutual fund account (including margin accounts), and to sign checks or drafts on any such account; to purchase or exercise rights in any life insurance or annuity contracts; and to borrow and pledge any Trust asset as security. In addition to the above, the Trustee shall have all the powers authorized by the Alabama Uniform Trust Code (as though such powers were set forth herein).

#### **ADMINISTRATIVE PROVISIONS**

- (1) The Trust shall be administered according to the Alabama Uniform Trust Code, except as shall be specifically modified therein.
- (2) The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.
- (3) This Certification of Trust is a true and accurate statement of the matters referred to herein concerning the Trust.
- (4) This Certification of Trust has been signed by both of the currently acting co-Trustees of the Trust.
- (5) Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this Certification of Trust and any person who is in possession of a photocopy of this executed Certification may in good faith, rely upon the information it contains and shall not be liable to the Settlers, any Trustee or beneficiary for reliance upon the information herein contained.
- (6) No person shall have received notice of any event upon which the use of this Certification of Trust depends unless said notice is in writing and until the notice is delivered to said person.

IN WITNESS WHEREOF, the undersigned declare under penalty of perjury that the forgoing is true and correct and that they have executed this Certification of Trust on July 15, 2023 in Shelby County, Alabama.

Arthur Windfield Baker  
ARTHUR WINDFIELD BAKER,  
Settlor-Trustee

Rebecca Anne Baker  
REBECCA ANNE BAKER,  
Settlor-Trustee

STATE OF ALABAMA )  
 ) ss.  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ARTHUR WINDFIELD BAKER, and REBECCA ANNE BAKER, whose names are signed to the foregoing, and who are known to me, acknowledge before me on this day that, being informed of the contents of the foregoing, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 15<sup>th</sup> day of July, 2023.

Adam W. Holmes  
NOTARY PUBLIC

My commission expires: 05-23-2026

