

Instrument Prepared By:

Chris Hamer, Esq.

Hand Arendall Harrison Sale LLC

1801 5th Ave N, Suite 400

Birmingham, AL 35203

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TRUST 1/8

CERTIFICATE OF TRUST

for the

BARBARA AKINS ALDRED REVOCABLE TRUST

I. **Trust Name.** The following trust (referred to herein as the “*Trust*”) is the subject of this Certificate of Trust: BARBARA AKINS ALDRED REVOCABLE TRUST.

II. **Grantor.** The grantor (referred to herein as the “*Grantor*”) of the Trust is: BARBARA AKINS ALDRED.

III. **Contributions of Property.** The following person(s) contributed money, funds, real property, or personal property to the Trust: BARBARA AKINS ALDRED.

IV. **Date Trust Instrument Was Executed and Existence.** The Trust was created under a trust agreement (referred to herein as the “*Trust Agreement*”) executed by and between the Grantor and the Trustee on March 31, 2015. The Trust currently exists.

V. **Trustee.** The Trust is currently being administered by the following trustee (the “*Trustee*”): BARBARA AKINS ALDRED, 928 Tulip Poplar Lane, Hoover, AL 35244.

VI. **Successor Trustee.** The following is a summary of the successor trustee provisions found in the Trust Agreement: Upon BARBARA AKINS ALDRED death, incapacity, or other inability to serve, JASON LEE ALDRED and JUSTIN ALAN ALDRED, are named as the first successor co-trustees; LINDSEY PARKS ALDRED and CHELSEA BAKER ALDRED are the last-named successor trustees.

VII. **Beneficiaries.** The same person is not the sole trustee and the sole beneficiary of the Trust. The Trust has definite beneficiaries.

VIII. **Powers of Trustee.** The relevant administrative and/or managerial powers of the Trustee are set forth in Article 9 of the Trust Agreement. A copy of said section is attached hereto as **Exhibit A** and incorporated herein by this reference.

IX. **Revocability/Irrevocability.** During the Grantor’s lifetime, the Trust may be amended, revised, restated and/or revoked by the Grantor. Upon the Grantor’s death, the Trust becomes irrevocable.

X. **Taxpayer Identification Number.** The taxpayer identification number of the Trust is: [REDACTED]

XI. Name in Which Title May Be Taken. The full legal name of the Trust for purposes of transferring assets into the Trust, holding title of assets, and conducting business for and on behalf of the Trust, is: BARBARA AKINS ALDRED, as Trustee of the BARBARA AKINS ALDRED REVOCABLE TRUST.

XII. Revocation, Modification, or Amendment. The Trust has not been revoked or modified in any manner that would cause the representations contained in this Certificate of Trust to be incorrect. The Trust was amended on December 28, 2020, by that certain FIRST AMENDMENT TO THE BARBARA AKINS ALDRED REVOCABLE TRUST. Notwithstanding the foregoing, there have been no amendments limiting the powers of the Trustee to act in the pending transaction or with respect to the property of the Trust.

XIII. Validity of Copies of This Certificate of Trust. A copy of this Certificate of Trust shall be just as valid as the original.

IN WITNESS WHEREOF, the Trustee has signed this Certificate of Trust as of the date of the notary's acknowledgement below.

[The remainder of this page is intentionally left blank]

Trustee:

Barbara Akins Aldred

**BARBARA AKINS ALDRED, Trustee of the
BARBARA AKINS ALDRED REVOCABLE
TRUST**

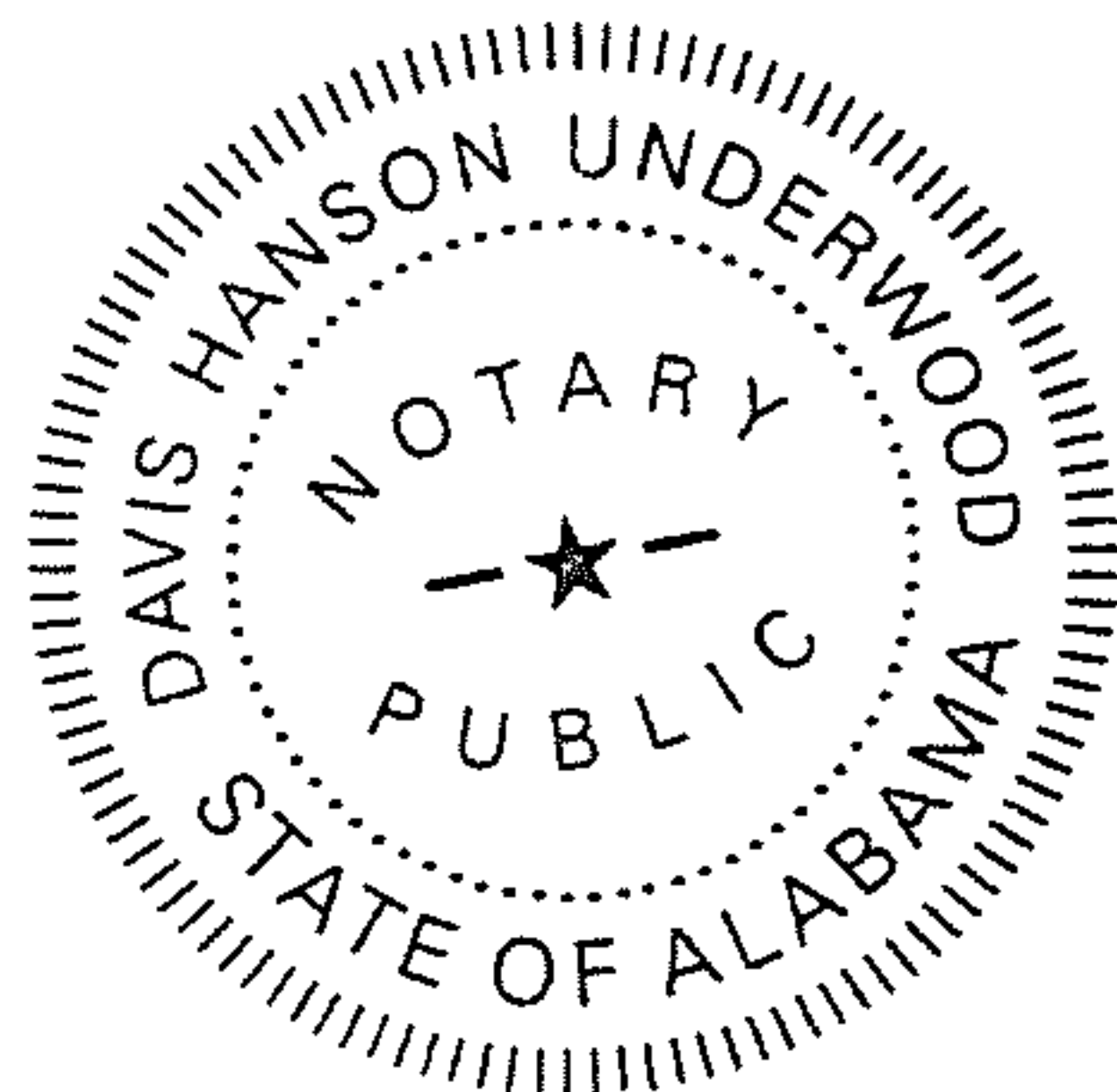
STATE OF ALABAMA)

COUNTY OF Tefferson)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that Barbara Akins Aldred, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 20th day of September, 2023.

[SEAL]



[Signature]
NOTARY PUBLIC My Commission Expires
My commission expires: July 24, 2027

EXHIBIT A

ARTICLE 9
Powers of Trustee

Section 9.1 - The term "Trust Estate" as used in this article, shall be deemed to designate singly and collectively each and all of the following: the properties and property interests from time to time and at any time constituting each and every trust under this Indenture and each and every part and asset thereof.

Section 9.2 - In the course of the administration of the Trust Estate, the Trustee may do and have done with respect to the Trust Estate all things that, in the uncontrolled judgment and discretion of the Trustee, may seem necessary, desirable or proper to protect, promote or conserve the Trust Estate and the interests of any beneficiary hereunder in like manner as if the Trustee were beneficially entitled to the Trust Estate; and every determination by the Trustee in the construction of powers or in any matter with respect to which the Trustee may be empowered to act, proceed or exercise any discretion shall be binding on all persons, organizations and entities howsoever interested in the Trust Estate and shall not be questioned or effectively objected to on any grounds by anyone. Notwithstanding either the intentionally broad language of the preceding sentence or the breadth of the language by which any power is conferred upon the Trustee by this Indenture,

all powers, discretions and immunities conferred upon the Trustee by any provision of this article or otherwise shall constitute administrative, fiduciary powers, discretions and immunities and shall not constitute or be deemed to constitute powers of appointment; and, furthermore, each and every such power and discretion shall be exercisable only in the interests of the Trust Estate and of those beneficially interested therein and not for the personal benefit of the Trustee.

Section 9.3 - Without limiting the generality of the first sentence of the immediately preceding section of this article in any way but solely to define with particularity certain of the powers, discretions and immunities conferred upon the Trustee, the Trustee shall have and may exercise, publicly or privately, personally or by attorney or agent, without prior approval, consent or order of any court and, unless otherwise explicitly provided in this Indenture, without previous or other notice to or consent by anyone, each and all of the following powers, discretions and immunities in addition to any other powers, discretions and immunities that may be conferred upon the Trustee by law or otherwise, all of which shall be broadly construed:

(1) To receive from any source, retain, acquire, make, sell or dispose of investments in any property of any kind, nature, character or description, whether real, personal or mixed and wheresoever situated, whether domestic, foreign or alien, and whether or not any of the same may be deemed permissible for trustees under the constitution or laws of any state or the United States, under the rules of any court or under any rule of policy anywhere, specifically including, but without limitation thereto, investments in any limited partnerships or other pass-through taxable entities, investments in regulated investment companies or other mutual funds, investments in hedge funds and similar types of investments, interests in any common trust fund maintained by any entity serving as trustee, and investments in any stock or other securities of any entity serving as trustee or of any holding company or other company owning stock in any entity serving as trustee or otherwise directly or indirectly affiliated therewith; provided, however, that no new investment shall be made voluntarily in any stock or other securities of an entity serving as trustee or of any affiliate thereof except by the exercise by the Trustee of rights received by it as trustee of stock or securities forming a part of the Trust Estate under this Indenture;

(2) To invest in the securities of new ventures, commodities, gold, silver and other precious metals, foreign securities, foreign currencies, oil, gas, mineral, timber and other interests in natural resources, futures contracts, spot contracts, puts, calls, straddles, short and long contracts, any form of option agreements, repurchase agreements, financial agreements of any nature whatsoever, and to engage in any form of investment or investment strategy whatsoever;

(3) To acquire or dispose of any asset of the trust estate, including real property in Alabama, another state or any other jurisdiction, for cash or on credit, at public or private sale; and manage, develop, improve, exchange, partition, change the character of, or abandon any asset of the Trust Estate;

(4) To retain, make, hold or dispose of investments and reinvestments—including, without limitation, investments in any closely held businesses—without regard to any actual or potential lack of diversification of such investments;

(5) To hold any or all stock, securities or other paper whatever in bearer form; or to hold any or all such stock, securities or other paper or any or all personal or real property in the name of the Trustee or in the name of some other person, organization or entity, all without disclosing any fiduciary relationship;

(6) To lease, as lessor or lessee, with or without options to purchase, renew or otherwise, grant easements over, make any agreements or contracts whatever with respect to, grant options upon, sell, exchange or in any other way dispose of, convey or transfer, all or any part or asset of the Trust Estate for such consideration, on such terms and conditions, and for such period(s) of time (even though such period(s) may or does or do extend beyond the administration of the term of an applicable Trust) as the Trustee may deem desirable;

(7) To convert any property, whether real, personal, or mixed in any ratio, into any other property, whether real, personal, or mixed in any ratio;

(8) To manage, operate and administer all real property and interests therein; to make repairs or alterations (ordinary or extraordinary), to erect, maintain, replace, tear down, demolish, and raze, any improvements, buildings or other structures placed or to be placed on any such real property;

(9) To subdivide, develop, or dedicate land to public use, make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving considerations; and to dedicate easements to public use without consideration;

(10) To drill, explore, test, mine or otherwise exploit oil, gas or other minerals or natural resources; to enter into leases and arrangements for exploration and removal of oil, gas or other minerals or natural resources; and to enter into pooling and utilization agreements;

(11) To conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; to take all appropriate remedial action to contain, clean up, or remove any environmental hazard, either on the Trustee's own accord or in response to an actual or threatened violation of any environmental law or regulation; to institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any governmental agency concerned with environmental compliance or by a private party; to comply with any order of a governmental agency or court directing an assessment, abatement, or cleanup of environmental hazards; and to employ agents, consultants and legal counsel to assist and perform the above-described actions;

(12) To engage in, continue, dispose of or terminate any business, including farming and timbering, as a partner (general or limited), member, manager, sole proprietor, or any other capacity;

(13) To incorporate or join with others in incorporating any business, property or assets of mine, and to make changes from time to time, by organization, incorporation, sale, exchange, reorganization or dissolution of any character, in the style or form of the ownership or the conduct of any business or venture;

(14) To manage, and in person or by general or limited proxy with or without full power of substitution to vote, all stock, securities and rights and interests evidenced by any other type of paper in any public or private corporation, trust or association, in respect of all matters ordinary and extraordinary, including without limitation: the borrowing of money; the issuance or retirement of any of such stock, securities and other paper; the sale, exchange or other disposition of some or all assets; conversion; consolidation; merger; recapitalization; liquidation; dissolution; any other transaction or reorganization of any character whatever, whether or not in bankruptcy; and to retain any or all property received as a consequence thereof, without limitation as to time;

(15) From time to time but within a time permitted by law, to assign and transfer to a voting trustee or trustees, who may be or include the Trustee, any or all stock in any public or private corporation; to select the voting trustee or trustees; and to propose, negotiate, fix, consent to or change the voting trustee or trustees, the terms, and any or all conditions and provisions subject to which any such stock shall be held by the voting trustee or trustees;

(16) To oppose, propose, become a party to, participate fully, partly or not at all in or carry out any transaction or any formal or informal plan of reorganization of any character whatever affecting any public or private corporation or other business unit any of whose stock, securities or other paper or any interest in which may be included in the Trust Estate; and to retain, without limitation as to time, any or all securities or other property that may be received in pursuance of any such action or plan of reorganization;

(17) To borrow, lend or advance money with or without security; and on any terms whatever to give or obtain security therefor by mortgage, pledge, security interest or any other means; and to sell, mortgage, or lease any real or personal property of the Trust Estate or any interest therein for cash, credit, or for part cash and part credit, and with or without security for any unpaid balance;

(18) On changed or unchanged terms, to renew or extend loans or any other indebtedness, however evidenced, at any time owing by or to the Trustee in such capacity, or the Trust Estate;

(19) To compromise, settle, adjust or submit to arbitration any matter of dispute;

(20) To institute, prosecute, defend, become a party to, and participate in, any formal or informal actions, suits or proceedings, whether at law, in equity, or merely administrative;

(21) To make all tax elections, including to make elections relating to any unused exclusion amount, and to make determinations with respect to tax elections without regard to any duty of impartiality as between different beneficiaries;

(22) To keep the Trust Estate insured against casualty; and to insure the owners or users thereof or those beneficially interested therein against loss or damage with reference to the same;

(23) To effectuate the removal from Alabama of any part or all of the Trust Estate or any trust under this Indenture and to effectuate the relocation thereof at any place whatever, subject to Section 19-3B-108 of the Alabama Uniform Trust Code;

(24) To mingle any or all of the property held in any trust created hereunder with, or in, investments held by or for any other trust held hereunder, and accordingly to allocate the proper part thereof to each trust or any share thereof, all without designation to indicate any such division or allocation, so that, unless otherwise indicated, the property from time to time held by the Trustee so mingled shall be deemed allocable in the proper proportions to each of the said trusts created or to be created hereby that are participants in any such mingled investments therein;

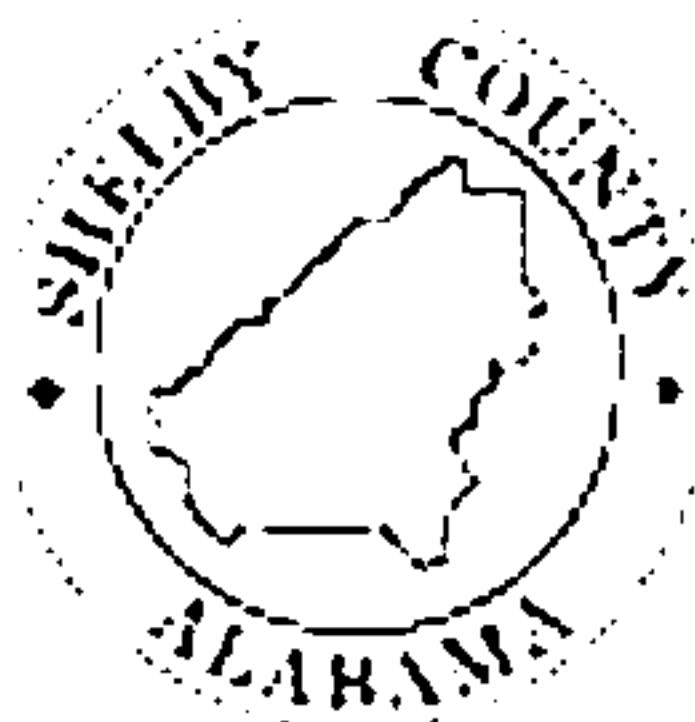
(25) To delegate investment discretion with respect to any of the Trust Estate to a third party;

(26) To establish and change trust-accounting years and to establish, maintain or change the accounts, the bookkeeping and accounting systems and the periods of time with respect to which the records of the trusts under this Indenture are maintained and taxes, income, gains and losses, and capital changes are determined;

(27) To allocate receipts and disbursements between income and principal in a manner consistent with applicable state law, including the power to adjust between income and principal as provided in, and subject to the limitations of, the provisions of Section 19-3A-104 of the Code of Alabama of 1975, as the same may be amended from time to time;

(28) To make distributions, including both pro rata and non-pro rata distributions, in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, to any beneficiaries under this Indenture (including any trust or any beneficiary of any trust), and to do so, without regard to the income tax basis of specific property allocated to any beneficiary, without the consent of any beneficiary, and, as set forth above, without securing from any court any prior approval or other determination as to any such property to be distributed; and

(29) To pay reasonable compensation to any trustee, unless otherwise specifically provided in this Indenture; provided, however, any trustee acting as a trustee of any trust hereunder agrees that no termination, severance, distribution or similar fees shall be payable to such trustee upon a distribution of such trust or upon the partial or complete termination of such trust or in the event such trustee resigns or is removed from acting as a trustee of such trust.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
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Allen S. Bayl