

REVOCABLE LIVING TRUST
known as
MARK ELLENBERGER NFA TRUST

Date: September 28, 2023

I. Declaration of Trust



20231009000300330 1/10 \$15.00
Shelby Cnty Judge of Probate, AL
10/09/2023 01:37:25 PM FILED/CERT

This declaration of trust is made and executed this 14 day of August, 2023 by, Mark Steven Ellenberger, hereinafter referred to as the "Settlor."

Settlor desires to create a revocable trust of the property described in Schedule A hereto annexed, together with such monies, and other assets as the Trustees may hereafter at any time hold or acquire hereunder, either in the Trust's name or otherwise, (hereinafter referred to collectively as the "Trust Estate") for the purposes hereinafter set forth. Items may be added to the trust in any way the Settlor sees fit, including keeping an inventory of such items or by listing the Trust as the owner of the items on forms. This trust shall be known as "Mark Ellenberger NFA Trust," hereinafter referred to as the "Trust." This Trust shall have no effect on other trusts or wills created by the Settlor.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the Settlor agrees to execute such further instruments as shall be necessary to vest the Trustees with full title to the property, and the Trustees agrees to hold the Trust Estate, IN TRUST, NEVERTHELESS, for the following uses and purposes and subject to the terms and conditions hereinafter set forth:

The Trustees shall hold, manage, invest and reinvest the Trust Estate (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal as follows:

(1) During the lifetime of the Settlor, the Trustees shall pay to or apply for the benefit of the Settlor all the net income from the Trust.

(2) During the lifetime of the Settlor, the Trustees may pay to or apply for the benefit of the Settlor such sums from the principal of this Trust as in its sole discretion shall be necessary or advisable from time to time for the medical care, comfortable maintenance and welfare of the Settlor, taking into consideration to the extent the Trustees deems advisable, any other income or resources of the Settlor known to the Trustees.

(3) The Settlor may at any time during his lifetime and from time to time, withdraw all or part of the principal of this Trust, free of trust, by delivering an instrument in writing duly signed by him to any one Trustee, describing the property or portion thereof desired to be withdrawn. Upon receipt of such instrument, the Trustee shall thereupon convey and deliver to the Settlor, free of trust, the property described in such instrument. The other Trustees need not be notified of this withdrawal.



20231009000300330 2/10 \$15.00
Shelby Cnty Judge of Probate, AL
10/09/2023 01:37:25 PM FILED/CERT

(4) In the event that the Settlor is adjudicated to be incompetent or in the event that the Settlor is not adjudicated incompetent, but by reason of illness or mental or physical disability is, in the opinion of the Trustees, unable to properly handle his/her own affairs, then and in that event the Trustees may during the Settlor's lifetime, in addition to the payments of income and principal for the benefit of the Settlor, pay to or apply for the benefit of the Settlor's spouse, and of any one or more of Settlor's minor children, such sums from the net income and from the principal of this Trust in such shares and proportions as in its sole discretion it shall determine to be necessary or advisable from time to time for the medical care, comfortable maintenance and welfare of the Settlor's said spouse and children taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Settlor's said spouse and minor children known to the Trustee.

(5) Trustees shall have a duty to transfer the remaining Trust Estate to the beneficiary or beneficiaries in accordance with the terms of this document upon the death of the Settlor.

(6) The interests of the Settlor shall be considered primary and superior to the interests of any beneficiary.

II. Settlor's Sole Right to Amend

The Settlor reserves and shall have the exclusive right any time during his lifetime by instrument in writing signed by the Settlor to modify or alter this Agreement, in whole or in part, without the consent of, or notice to, any Trustee or any beneficiary; and the Settlor reserves and shall have the right during his lifetime, by instrument in writing, signed by the Settlor and delivered to any one Trustee, to cancel and annul this Agreement without the consent of, or notice to, any Trustee or any beneficiary hereof. Settlor expressly reserves the right to appoint or withdraw Trustees, replace present Trustees, and change the beneficiaries or the rights to property due any beneficiary without notice to any trustee or beneficiary.

The power to revoke or amend the Trust is personal to the Settlor. No conservator, guardian or other person(s) shall exercise it on behalf of the Settlor, unless Settlor expressly grants power to revoke or amend this trust in writing or by Power of Attorney specifically naming the Trust.

III. Appointment of Trustees and Trustees' Powers

The following persons are hereby appointed as Trustees of the Trust:

Mark Steven Ellenberger



20231009000300330 3/10 \$15.00
Shelby Cnty Judge of Probate, AL
10/09/2023 01:37:25 PM FILED/CERT

Any Trustee who is not legally eligible to possess any asset of the Trust is hereby disqualified as a trustee, until such time as they are again eligible to possess all assets of the Trust.

Trustees have all of the authority provided by the State trust statutes, and not in limitation of such powers, but subject to any rights and powers which may be reserved expressly by the Settlor in this Agreement, the Trustees, or any one Trustee individually, are authorized to exercise the following powers to the Trustees' sole and absolute discretion.

- a. To hold, possess, store, and retain any and all property, real, personal, or mixed, in the Trust Estate, or received from the Settlor's estate, or from any other source.
- b. To use as intended, but not abuse, any part of the Trust Estate or any Trust asset without liability from the Settlor or any beneficiary, even if such use may reduce the value of the Trust Estate or the Trust asset.
- c. To purchase items in the name of the trust or for benefit of the trust, with funds of the Trust Estate or otherwise. To invest, reinvest, or leave temporarily uninvested any or all of the funds of the Trust Estate as said Trustee in the Trustee's discretion may deem best.
- d. To sell, assign, exchange, transfer, partition, convey, or otherwise dispose of, any property, real, personal or mixed, which may be included in or may at any time become part of the Trust Estate, upon such terms and conditions as deemed advisable, at either public or private sale, assigning, exchanging, transferring, partitioning or conveying the same, to make, execute, acknowledge, and deliver any and all instruments of conveyance, transfer documents, deeds of trust, and assignments in such form and with such warranties and covenants as they may deem expedient and proper; and in the event of any sale, conveyance or other disposition of any asset of the Trust, the purchaser shall not be obligated in any way to see the application of the purchase money or other consideration passing in connection therewith. Additional written permission is not required to transfer the Trust Estate to the beneficiary or beneficiaries on the death of the Settlor.
- e. To make repairs or alterations and to insure against loss.
- f. To compromise, adjust, arbitrate, sue, defend, abandon, or otherwise deal with and settle claims, in favor of or against the Trust Estate as the Trustee shall deem best and the Trustee's decision shall be conclusive.
- g. To determine in a fair and reasonable manner whether any part of the Trust Estate, or any addition or increment thereto be income or principal, or whether any cost, charge, expense, tax, or assessment shall be charged against income or principal, or partially against income and partially against principal.
- h. To engage and compensate, out of principal or income or both, as equitably determined, agents, accountants, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, custodians, investment counsel, and other assistants and advisors, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative, provided he or



20231009000300330 4/10 \$15.00
Shelby Cnty Judge of Probate, AL
10/09/2023 01:37:25 PM FILED/CERT

she was selected and retained with reasonable care.

i. To undertake such further acts as are incidental to any of the foregoing or are reasonably required to carry out the tenor, purpose and intent of the Trust.

With respect to the exercise or non-exercise of discretionary powers granted by this Declaration of Trust, the Trustees shall not be liable for actions taken in good faith. Such actions shall be binding on all persons interested in the Trust Estate.

No Trustee shall ever have the duty to sell, assign, exchange, transfer, partition, destroy, convey, or otherwise dispose of any asset in the Trust Estate, other than on the death of the Settlor.

IV. Beneficiaries

The Beneficiary of the trust shall be:

Staley Edward Ellenberger

The Alternative Beneficiary of the trust shall be:

Asher Steven Ellenberger

James Michael Ellenberger

Mason Thomas Ellenberger

Upon death of the Settlor the remaining Trust assets shall be distributed to the Beneficiary.

In the event that the Beneficiary is incapacitated or deceased at the time of the Settlor's death, the assets shall be distributed to the Alternative Beneficiary.

If multiple Beneficiaries or Alternative Beneficiaries are named the Trust assets shall be distributed in equal parts, with rights of survivorship.

If the Beneficiary or Alternative Beneficiary and the Settlor should die under such circumstances as would render it doubtful whether the Beneficiary, Alternative Beneficiary, or the Settlor died first, then it shall be conclusively presumed for the purposes of the Trust that said Beneficiary or Alternative Beneficiary predeceased the Settlor.

If the Beneficiary or Alternative Beneficiary is not legally eligible to possess any trust asset or assets at the time of the distribution of assets of the Trust to said beneficiary, the Trustees shall continue to hold title to that asset or assets, in trust, until such time as that Beneficiary or Alternative Beneficiary is legally eligible to possess that Trust asset or assets.

In the event that all Beneficiaries and Alternative Beneficiaries are incapacitated, or deceased at or about the same time as the Settlor, the Trust assets shall revert to the Settlor's estate.

V. Severability

If it shall be determined that any provisions of the Trust created herein violates any rule against perpetuities or remoteness of vesting now or hereafter in effect in a governing jurisdiction, that portion of the Trust herein created shall be administered as herein provided until the termination of the maximum period allowed by law at which time and forthwith such part of the Trust shall be distributed in fee simple to the Beneficiary then entitled to receive income therefrom, and for the purpose, it shall be presumed that any Beneficiary entitled to receive support or education from the income or principal or any particular fund is entitled to receive the income therefrom.

VI. No Anticipation Rights to Beneficiary

Except as otherwise provided herein, all payments of principal and income payable, or to become payable, to the beneficiaries of any trust created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall any said beneficiaries have the power to anticipate or encumber such interest, nor shall such interest, while in possession of any Trustee, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiaries.


VII. Applicable Law

This Trust Agreement shall be construed, regulated and governed by and in accordance with the laws of the State of Alabama.

SIGNATURE PAGES TO FOLLOW

I certify and declare that I have read the foregoing Trust Agreement and it correctly states the terms and conditions under which the Trust Estate is to be held, managed and disposed of by the Trustees.

Dated: September 28, 2023

Settlor: 
(Signed)

State of Alabama


County of Shelby

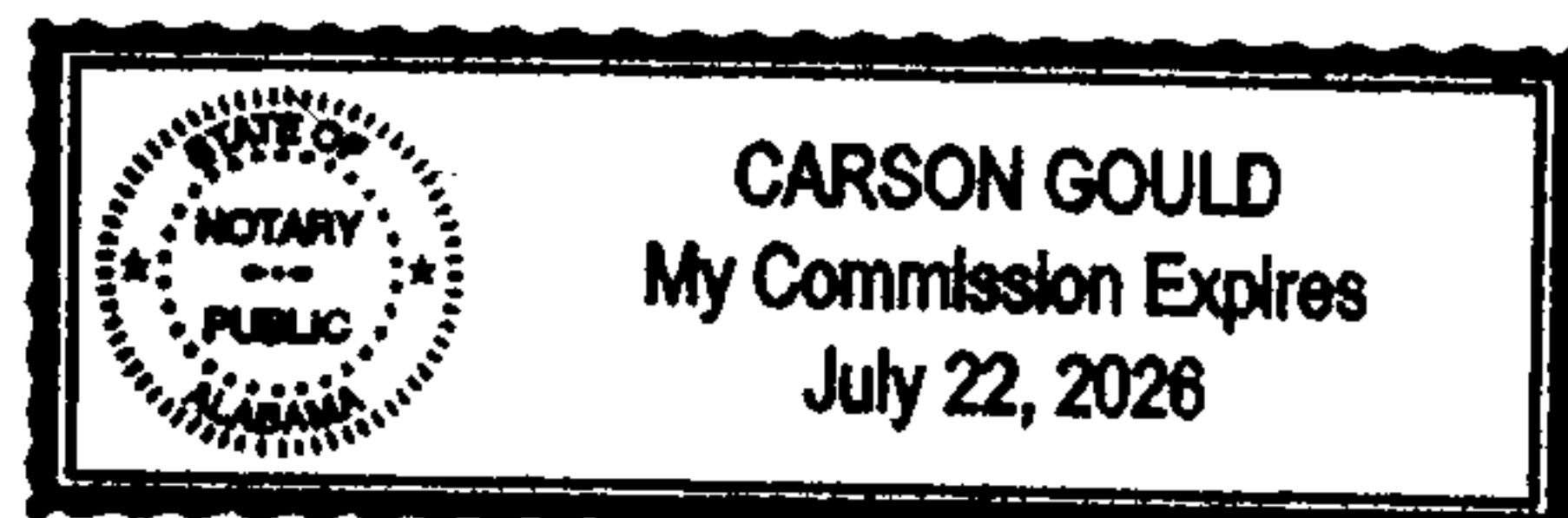
ACKNOWLEDGMENT

Before me, on this day personally appeared Mark Steven Ellenberger, known to me, or proved by production of valid State or Federal issued photographic identification, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28 day of September, 2023.
MONTH YEAR

[seal]


Notary Public





20231009000300330 7/10 \$15.00
Shelby Cnty Judge of Probate, AL
10/09/2023 01:37:25 PM FILED/CERT

Witness Verification

We, the undersigned witnesses, certify that the foregoing instrument was signed by the Settlor in our presence as of the date first above written, and declared by him to be his revocable trust, and such instrument was signed in our presence as of the date first above written, and we, the undersigned witnesses, sign our names hereunto as witnesses at the request and in the presence of the Settlor and the Trustee, and in the presence of each other, on the 27 day of September, 2023.

MONTH YEAR

[Signature]

Witness Signature

Street Address

1085 Chateau Drive

City, State and Zip Code

Helena AL 35080
Tracy Bondians

Witness Signature


4849 Highway 52 W

Street Address

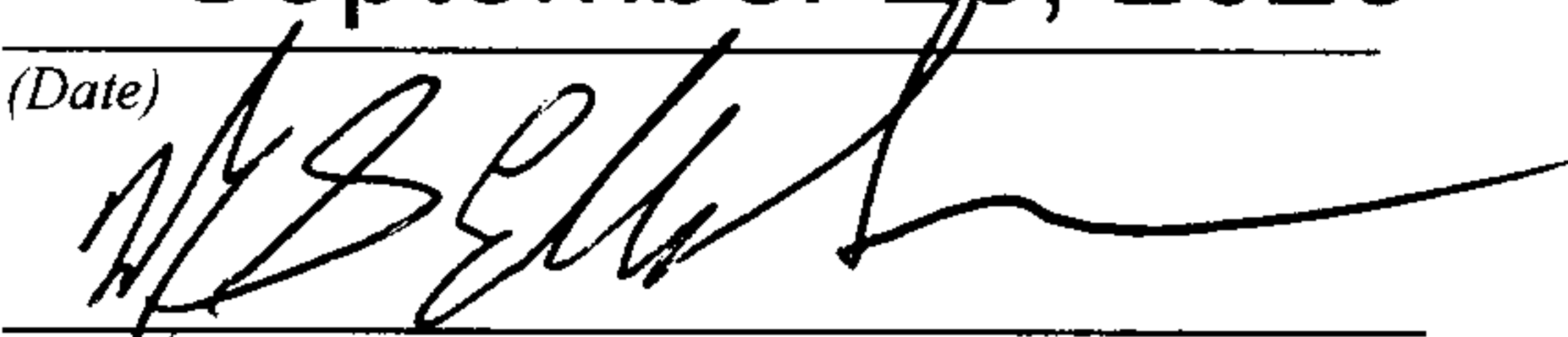
Helena, AL 35080

City, State and Zip Code

Mark Steven Ellenberger
Trustee's Acknowledgment


20231009000300330 8/10 \$15.00
Shelby Cnty Judge of Probate, AL
10/09/2023 01:37:25 PM FILED/CERT

I have read the forgoing Declaration of Trust and agree to be bound by the terms of the Trust and acknowledge that I take on the duties of a Trustee.

September 28, 2023
(Date)

(Signed)

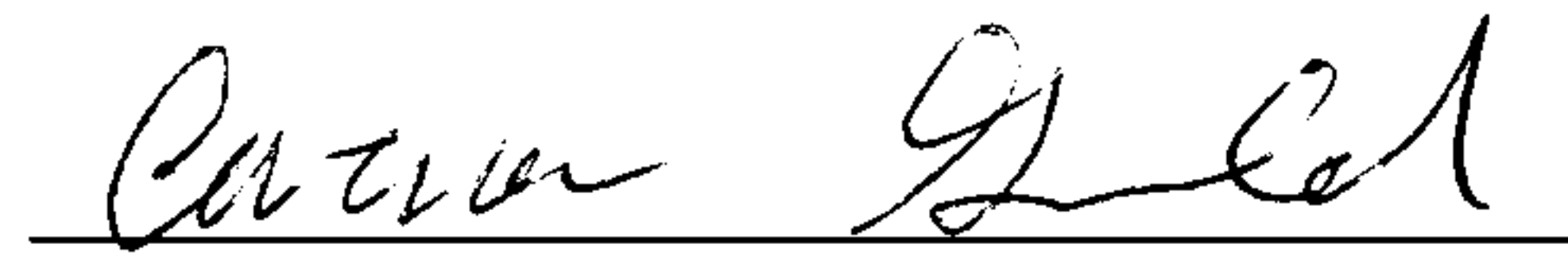
ACKNOWLEDGMENT

Before me, on this day personally appeared Mark Steven Ellenberger, known to me, or proved by production of valid State or Federal issued photographic identification, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28 day of September, 2023.
MONTH YEAR

[seal]




Notary Public

Schedule A

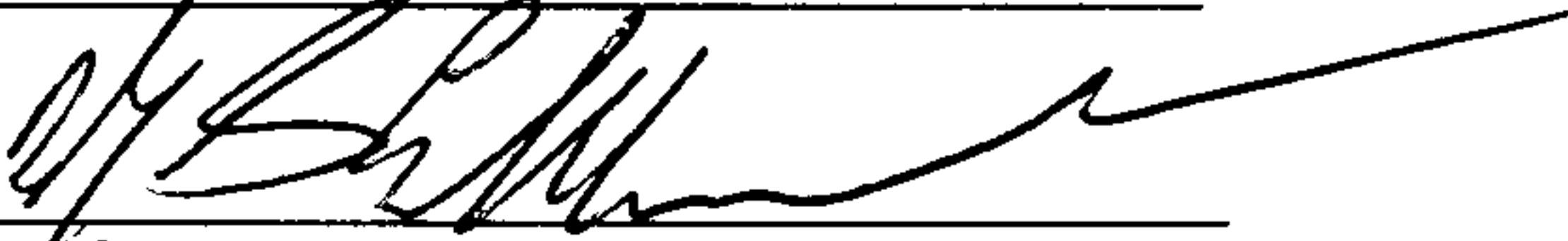
20231009000300330 9/10 \$15.00
Shelby Cnty Judge of Probate, AL
10/09/2023 01:37:25 PM FILED/CERT

Assignment of Property

I, Mark Steven Ellenberger, as Settlor of Mark Ellenberger NFA Trust, dated September 28, 2023, hereby assign and transfer all of my rights, title and interest in the following property:

One Dollar, United States Federal Reserve Note.

Dated: September 28, 2023

Settlor: 
(Signed)

Inventory of Trust Assets



20231009000300330 10/10 \$15.00
Shelby Cnty Judge of Probate, AL
10/09/2023 01:37:25 PM FILED/CERT

Date

Manufacturer/Model	Type	Serial No.	Acquired
J. C. Higgins Model 88 .22 Caliber	Revolver	583881	08/16/2023
Ruger P85 9mm x 19	Pistol	300-78721	08/16/2023
Ruger .454 Casull SuperBlackhawk	Revolver	88-77739	08/16/2023
Sig Suaer p365 9mm x 19	Pistol	66A890803	08/16/2023
Spanish .25 caliber	Revolver	8570	08/16/2023
Taurus OT145 Millenium Pro .45 ACP	Pistol	NEU-95957	08/16/2023
ZIG 1911 .45 ACP	Pistol	T0620-21Z18168	08/16/2023
Browning A-Bolt 7mm Remington Magnum	Rifle	45033NX7C7	08/16/2023
Rock River Arms LAR-15 5.56	Rifle	KT1133112	08/16/2023
Mossberg 346BA .22 S-L-LR	Rifle	AC-KRO-GRUV 4304008	08/16/2023
Ruger 10/22 Carbine .22 LR	Rifle	350-93603	08/16/2023
Ruger 10/22 Carbine .22 LR	Rifle	253-63953	08/16/2023
Southern Armaments SA-15 .458 SOCOM	Rifle	SA 0017	08/16/2023
Springfield Model 1873 Trapdoor 45/70	Rifle	157253	08/16/2023
Winchester Model 94 .32 W-S	Rifle	1278717	08/16/2023
A.M. Arms Company 10ga Single Barrel	Shotgun	3705	08/16/2023
Browning Superposed 12ga O/U 2783 S2	Shotgun	4278352	08/16/2023
Iver Johnson Champion 12ga Single Barrel	Shotgun	37868	08/16/2023
Iver Johnson Champion 16ga Single Barrel	Shotgun	57450	08/16/2023
Remington 870 20ga	Shotgun	RS49595 R	08/16/2023
Remington 870 Mag Special Purpose 12ga	Shotgun	B870121M	08/16/2023
Marlin 1895G 45/70 Govt	Rifle	99038084	08/16/2023