

CERTIFICATION OF TRUST AGREEMENT

THIS AGREEMENT is made and entered into this 4 day of February, 2019, between **JOSEPH R. PARKES** and **JULIE GILES PARKES**, of **1353 E. Tomahawk Dr., Salt Lake City, Utah 84103**, County of Salt Lake, herein designated as Co-Grantors; and **JOSEPH R. PARKES** and **JULIE GILES PARKES**, of **1353 E. Tomahawk Dr., Salt Lake City, Utah 84103**, County of Salt Lake, herein designated as Co-Trustees. The name of the trust is **The JOSEPH R. PARKES and JULIE GILES PARKES Revocable Living Trust**, dated the 4 day of February, 2019.

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Description of Trust:** The parties hereto desire to confirm the establishment of a Revocable Living Trust on the date first above written, and the amendments thereto, for the benefit of Co-Grantors (as husband and wife) and containing, among others, the following provisions:

2. **Initial Co-Trustees.** The **JOSEPH R. PARKES** and **JULIE GILES PARKES** are designated as Co-Trustees, to serve until the death, resignation or incompetence of one of them, and the remaining Co-Trustee shall continue to act as sole Trustee. The current address of Trustee(s) is as in the above preamble unless noted herein below:

Current Address of Initial Trustee(s):

Trustee(s): _____
Address: _____
Beginning: / / .

Trustee(s): _____
Address: _____
Beginning: / / .

3. **Power of Initial Co-Trustees to Revoke, Amend or Alter.** The initial Co-Trustee(s) have the power to revoke, amend or alter the Trust Agreement at any time during their mutual lifetime and capacity or during the lifetime and capacity of the Survivor of them. Only the initial Co-Trustee(s) have the power to revoke, amend or alter the Trust Agreement.

4. **Successor Trustees.** Upon removal of both husband and wife as Co-Trustees, the Successor Trustees are designated as **Robert B. Giles and Elizabeth Giles Carver**, acting jointly. Upon removal of **Robert B. Giles** or **Elizabeth Giles Carver** as Trustee, the Successor Trustee(s) is/are designated as the remaining of them acting jointly with **Joel R. Parkes (Alternate for Either)** or the remaining of the three if only one remains.

Addresses of Currently Acting Trustee(s), if not initial Co-Trustee(s):

Trustee: _____
Address: _____
Beginning: / / . Ending: / / .

Trustee: _____
Address: _____
Beginning: / / . Ending: / / .

Trustee: _____
Address: _____
Beginning: / / . Ending: / / .

Trustee: _____
Address: _____
Beginning: / / . Ending: / / .

5. Power to Alter Succession of Trustees. After the death of either Co-Grantor, the surviving Co-Grantor shall have full power and authority to alter the succession of trustees by written "Designation of Successor Trustee(s)" filed with the then-acting Trustee.

6. Division of Trust Upon Death of a Co-Grantor. Upon the death of either Co-Grantor, the trust property may become allocated into two (2) trusts, designated TRUST A and TRUST B, at which time TRUST B would become irrevocable. The Trustee may make distributions in TRUST A and TRUST B in such a manner so as to qualify for the alternate valuation date under Internal Revenue Code Section 2032.

7. Surviving Spouse's Interest in Trust A. The Surviving Spouse retains the unlimited right to withdraw income and principal from TRUST A. The Surviving Spouse also retains a general power of appointment over TRUST A which can be exercised by lifetime transfer, by Will or by written instrument filed with the Trustee prior to death.

8. Surviving Spouse's Interest in Trust B. The Surviving Spouse is vested with a life income from TRUST B, and the Trustee may invade principal for the benefit of the Surviving Spouse, as determined by an ascertainable standard.

9. Trustee's Powers. The Co-Trustees, or the Successor Trustee(s), shall have the power and authority to manage and control the trust property in such manner as the Trustee or Successor Trustee may deem advisable, and they shall have, enjoy and exercise all powers and rights over and concerning property and the proceeds thereof as fully and amply as though the Co-Trustees were the absolute and unqualified owners of same, including, but not limited to, the following:

(a) **Power to Manage Trust Property.** The power to grant, exchange, lease, sell and convey real and personal property;

(b) **Power to Borrow.** The power to borrow money and to obligate the trust estate by mortgage, deed of trust, pledge or otherwise;

(c) **Power to Invest.** The power to invest in commodities of every nature, corporate obligations of every kind, precious metals such as gold or silver, stocks, preferred or common, to buy stocks, bonds, commodities and similar investments on margin or other leveraged accounts, to open, operate and maintain a securities brokerage account wherein any securities may be bought and/or sold on margin, and to hypothecate, borrow upon, purchase and/or sell existing securities in such account as the Trustee may deem appropriate or useful, except to the extent that such management would cause ineligibility of any irrevocable trust in the estate of a Trustee;

(d) **Power to Delegate.** To perform, or to delegate to any trustee or non-trustee, any non-discretionary power, including the power to singularly or jointly open, close or transfer any type of bank account or savings and loan association account, sign checks, drafts, withdrawal slips or other documents, give instructions for the receipt or delivery of securities or other property, give instructions for the payment or the receipt of money and, singularly or with others, or have access to any safe

deposit box or other place containing property of this trust. Any such delegation shall be in writing, delivered to the delegate or delegates and shall remain in effect for the period of time specified in such written delegation or until earlier revocation in writing is delivered to such delegate or delegates. **Additionally**, a Co-Grantor acting as a Trustee may, by the execution of a Power of Attorney, delegate to a third party, the power and authority to act for such Co-Grantor in his or her capacity as a Trustee in any way in which said Trustee could act if personally present and able to act, subject to the provisions and any limitations set forth in such executed Power of Attorney.

10. Distribution after Death of Both Co-Grantors. Following the death of both Co-Grantors, the Trust continues or is distributed, in whole or in part, for the benefit of other named beneficiaries according to the terms of the Trust.

11. Checking and Savings Accounts. While both Co-Grantors are living and competent, except when a corporate Trustee is acting hereunder, either Co-Grantor may add money to or withdraw money from any savings or checking account owned by the trust in any financial institution without the approval of the Trustee or other Co-Grantor; provided, however, that the ownership of the funds shall remain the same and the Co-Grantor adding or removing such funds shall gain no additional ownership interest therein than was present prior to the withdrawal from or addition to the trust account.

12. Separate and Separate Property. All property designated in the documents of title as "SPH" is rebuttably presumed to be the separate property of the Husband, and all property designated in the documents of title as "SPW" is rebuttably presumed to be the separate property of the Wife. If no letters are added, ownership shall be as reflected on the books and records of the Co-Grantors.

13. Character of All Property Except Joint Tenancy Property Unchanged Upon Transfer to Trust. All property transferred into the trust which had an original source as joint property shall remain joint property and all property which had an original source as separate property shall remain separate property of the contributing spouse, unless other provision shall have been made therefore, except that joint tenancy property transferred into the trust shall remain joint property upon transfer into the trust.

14. Real and Personal Property. All personal property transferred into the trust shall remain personal property and all real property transferred into the trust shall remain real property.

15. Power over Joint Tenancy Property. Until the death of the first Co-Grantor, no Trustee shall have any more extensive power over community property than would a husband or wife under the laws of the State of Utah.

16. Trustee's Power to Transfer Assets. Unless otherwise indicated to a prospective transferee, the Trustee has full power to transfer assets held in the name of the trust, and subsequent transferees shall be entitled to rely upon such transfers, provided the chain of title is not otherwise deficient.

17. Governing Law. The laws of the state of Utah shall govern this trust.

18. Spendthrift Provision. This Trust contains a spendthrift provision.

19. **Signatures and Authentication.** Signatures or other authentication shall be required of all current Trustees unless authority is otherwise delegated as described in Paragraph 9(d) above in accordance with the Trust Agreement.

20. **Title of Trust Property.** Title of Trust property shall be taken in the name of the Trust as stated in the preamble by the then-current Trustee(s).

21. **Trust Agreement to Govern.** The use of this Certification of Trust Agreement is for convenience only, and the Trust Agreement is solely controlling as to provisions and interpretations, and any conflict between this Certification and the Trust Agreement shall be decided in favor of the Trust Agreement.

IN WITNESS WHEREOF, the parties hereto acknowledge the Trust Agreement has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certification of Trust Agreement to be incorrect and have executed this Certification of Trust Agreement on the day and year first above written.

CO-GRANTORS:

Joseph R. Parkes
JOSEPH R. PARKES

Julie Giles Parkes
JULIE GILES PARKES

CO-TRUSTEES:

Joseph R. Parkes
JOSEPH R. PARKES

Julie Giles Parkes
JULIE GILES PARKES

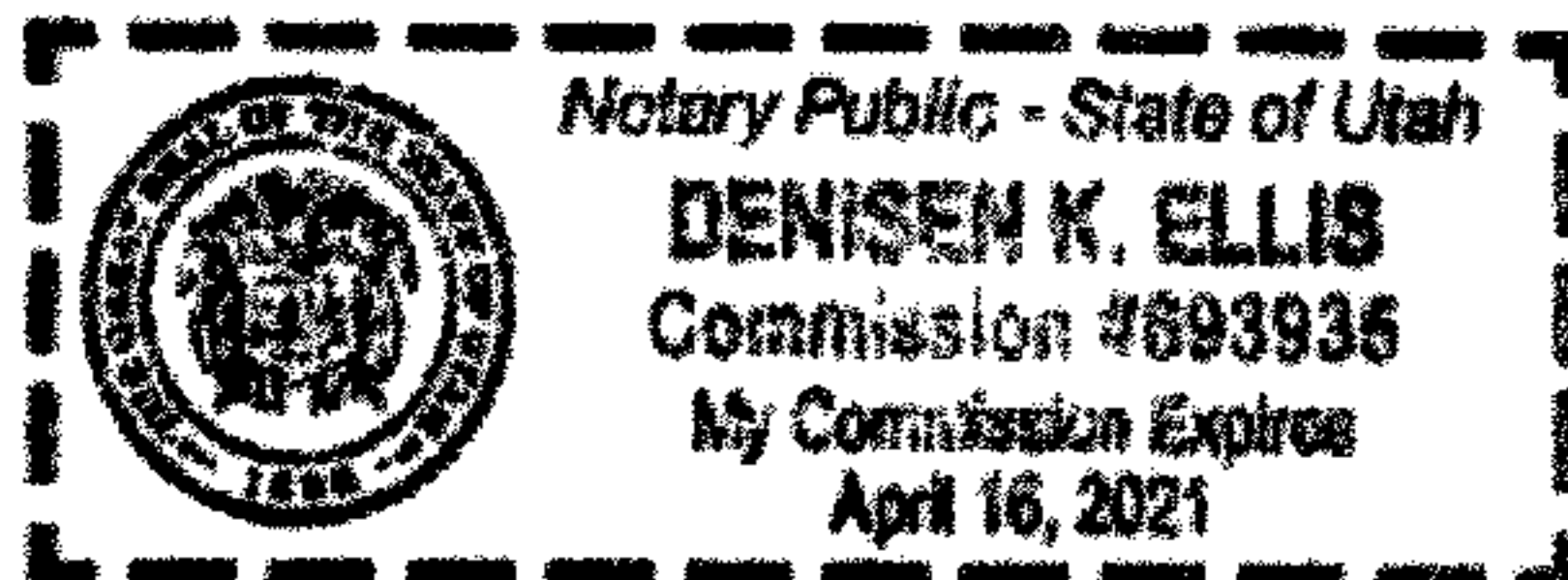
**End of the Certification of Trust Agreement of
The JOSEPH R. PARKES and JULIE GILES PARKES Revocable Living Trust**

**Notary Statement and Seal for the Certification of Trust Agreement of
The JOSEPH R. PARKES and JULIE GILES PARKES
Revocable Living Trust**

STATE OF UTAH)
) : SS
COUNTY OF Salt Lake)

On the 4 day of February, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **JOSEPH R. PARKES** and **JULIE GILES PARKES**, known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within Certification Of Trust Agreement and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



[Signature]
Notary Public Signature

This Instrument Prepared By: **Christopher R. Hart, of Hart & Hart, PC Attorneys & Counselors at Law,**
Salt Lake City, Utah



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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