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Shelby Cnty Judge of Probate, AL
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**THE
STANLEY D. MCLEMORE, SR.
REVOCABLE TRUST**

I, **Stanley D. McLemore, Sr.** an unmarried man, of the City of Pelham, Shelby County, Alabama, hereby transfers and assigns to **Stanley D. McLemore, Sr.** as **Trustee**, those certain assets identified in the attached initial schedule of trust property. The trust property so identified, any property added to the trust, and all investments and reinvestments thereof ("trust principal") shall be held upon the following terms:

ARTICLE I

This instrument may be designated the "**THE STANLEY D. MCLEMORE, SR. REVOCABLE TRUST Dated July 24, 2024**" and the initial trust hereby evidenced may be designated the "**THE STANLEY D. MCLEMORE, SR. REVOCABLE TRUST Dated July 24, 2024.**"

ARTICLE II

A. The primary beneficiaries of the Trust are **Stanley D. McLemore, Sr., Stanley D. McLemore, Jr.** of Scottsdale, Arizona, and **Brian Davis McLemore** of Pelham, Alabama. each over the age of nineteen (19) years.

B. During the lifetime of **Stanley D. McLemore, Sr.**, the trustee shall distribute to the beneficiaries **Stanley D. McLemore, Sr., Stanley D. McLemore, Jr.** and **Brian Davis McLemore** so much or all, if any, of the net income and principal of the trust as the trustee from time to time determines to be required for the health, support in reasonable comfort, and education of the beneficiaries, considering all circumstances and factors deemed pertinent by the trustee; provided, however, that any undistributed net income may be accumulated and added to the principal of the trust, as from time to time determined by the trustee, and no distribution hereunder shall be charged as an advancement, and per stirpes.

C. Following the death of **Stanley D. McLemore, Sr.**, the successor trustee shall distribute to the remaining beneficiaries and any other successor beneficiaries, who may be children of the initial beneficiaries, if any, free of trust any undistributed net income and principal of the trust, in equal shares and per stirpes, Upon this distribution, the Trust shall terminate.

ARTICLE III

The provisions of this Article shall apply to each trust held under this instrument.

A. If at any time a beneficiary eligible to receive net income or principal distributions is under legal disability, or in the opinion of the Trustee is incapable of properly managing his or her financial affairs, then the Trustee may make those distributions directly to the beneficiary, to a lawful guardian of the beneficiary, or to a custodian s elected by the Trustee for the beneficiary under a Uniform Transfers to Minors Act or similar applicable law, or may otherwise expend the amounts to be distributed for the benefit of the beneficiary in such manner as the Trustee considers advisable. As used throughout this instrument, the term "lawful guardian" shall mean successively



in the order named (i) the court-appointed conservator of the estate, (ii) either parent, or (iii) the individual having personal custody (whether or not a court-appointed guardian) where no conservator of the estate has been appointed.

B. Except as otherwise provided in this instrument, all income accrued or undistributed at the termination of any interest shall be prorated in accordance with Alabama law between the beneficiary whose interest has terminated and the next beneficiary in interest.

C. Among the circumstances and factors to be considered by the Trustee in determining whether to make discretionary distributions of net income or principal to a beneficiary are the other income and assets known to the Trustee to be available to that beneficiary and the advisability of supplementing such income or assets. As used throughout this instrument, the term "education" includes, but is not limited to, private schooling at the elementary and secondary school level, college, graduate and professional education, and specialized or vocational training.

D. If at any time the Trustee shall determine that the trust is of a size that is no longer economical to administer, the Trustee, without further responsibility, may (but need not) distribute the trust to the named beneficiaries, in equal shares and per stirpes.

E. Notwithstanding any other provision of this instrument, at the end of twenty-one years after the death of the last to die of myself and all descendants of mine who are living at my death, the Trustee shall distribute the principal and all accrued or undistributed net income of the trust to any living beneficiaries.

F. For purposes of determining who is a descendant of mine or of any other person:

1. Legal adoption before the person adopted reached the age of twenty-one years shall be the equivalent in all respects to blood relationship; and

2. A person born out of wedlock and those claiming through that person shall be deemed to be descendants (i) of the natural mother and her ancestors, and (ii) if the natural father acknowledges paternity, of the natural father and his ancestors, in each case unless a decree of adoption terminates such natural parent's parental rights.

G. Upon making any payment or transfer, the Trustees shall be discharged as to such payment or transfer without liability for the subsequent application thereof, and when the final payment or transfer is made from the principal of a trust, that trust shall terminate and the Trustees shall be fully discharged as to that trust.

ARTICLE IV Trustee's Powers

A. The trustee shall have and possess all the general and specific powers for trustees as provided by law pursuant to the Alabama Uniform Trust Code, Code of Alabama § 19-3B-1, et seq., including but not limited to those powers contained in Code of Alabama §§ 19-3B-815 and 19-3B-



816 (1975). To the extent not already enumerated in the aforementioned provisions of the Alabama Uniform Trust Code, the trustee shall further have the following powers with respect to each trust held under this instrument, exercisable in the discretion of the trustee:

1. To collect the income on trust property.
2. To compromise, abandon, adjust and settle in the trustee's discretion any claim in favor of or against the trust.
3. To hold and retain without liability for loss or depreciation any property or securities transferred to the trustee or to which the trustee becomes entitled, including any partnership interest (whether general, limited or special), shares of regulated investment companies or trusts (whether open end or closed end), interests as members in limited liability companies, stock or interest in any family corporation, partnership or enterprise, without regard to any statutory or constitutional limitations applicable to the investment of funds and though the retention might violate principles of investment diversification, so long as the trustee shall consider the retention for the best interests of the trust.
4. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, auction, convey, exchange, transfer, lease or rent for a period beyond the term of the trust (or for a lesser period) for improvement or otherwise, or to grant options, or otherwise dispose of all or any portion of the trust in such manner and upon such terms and conditions as the trustee may approve.
5. To invest and reinvest the trust or any portion thereof in such loans, bonds, common or preferred stocks, mutual funds, notes, mortgages, participations in mortgages, common trust funds, securities, shares of regulated investment companies or trusts, currencies, partnerships (whether general, limited, or special), interests as members in limited liability companies, or other property, real or personal (including undivided interests therein and partial interests such as life estate, term or remainder interests), domestic or foreign, or to purchase and sell options (including listed options), or to exercise options, rights, or warrants, and to purchase securities or other property as the trustee may deem suitable, whether so called "legal" investments of trust funds or not, provided, however, that the corporate trustee, acting alone, is authorized to make temporary investments in interest bearing securities and notes, and to purchase and sell fractional shares and subscription rights to which the trust may become entitled.
6. To vote any stock or other security held hereunder in person, or by special, limited or general proxy, with or without power of substitution, or to refrain from voting the same, and to waive notice of any meeting and to give consent for or with respect thereto; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation.
7. To continue or dispose of any business enterprise without liability therefor, whether such enterprise be in the form of a sole proprietorship, partnership, corporation, limited liability company or otherwise, and to develop, add capital to, expand or alter the business of such enterprise, to liquidate, incorporate, reorganize, manage or consolidate the same, or change its charter or name, to enter into, continue or extend any voting trust for the duration of or beyond the term of the trust, to appoint directors and employ officers, managers, employees or agents (including any trustee or directors, officers or employees thereof) and to compensate and offer stock options and other employee or fringe benefits to them, and in exercising the powers in relation to such business enterprise, to receive extra or extraordinary compensation therefor.
8. To subdivide or otherwise develop, and to change the use or purpose of, any real



estate constituting a part of the trust into residential, recreational, commercial, cemetery, or other usage, to construct, alter, remodel, repair or raze any building or other improvement located thereon, to release, partition, vacate, abandon, grant easements in or over, dedicate or adjust the boundaries as to any such property. The trustee shall not be liable for any loss or depreciation in value sustained by the trust as a result of the trustee abandoning any property, unless the trustee acted with gross negligence.

9. To operate farms and woodlands with hired labor, tenants or sharecroppers, to acquire real estate, crop allotments, livestock, poultry, machinery, equipment, materials, and any other items or production in connection therewith, to clear, drain, ditch, make roads, fence and plant part or all of such real estate, and to employ or enter into any practices or programs to conserve, improve or regulate the efficiency, fertility and production thereof, to improve, sell, auction or exchange crops, timber or other products thereof, to lease or enter into other management, cutting, production or sales contracts for a term beyond the possible termination of the trust or for a less period, to employ the methods of carrying on agriculture, animal husbandry and silviculture which are in use in the vicinity of any of such real estate or which the trustee deems otherwise appropriate, to make loans or advances at interest for production, harvesting, marketing or any other purpose hereunder, in such manner and upon such terms and conditions as the trustee may approve, and in general to take any action which the trustee deems necessary or desirable in such operation of farms and woodlands.

10. To drill, explore, test, mine or otherwise exploit oil, gas, or other mineral or natural resources, to engage in absorption, repressuring, and other production, processing or secondary recovery operations, to install, operate and maintain storage plants and pipelines or other transportation facilities, to engage in any of the above activities directly under such business form as the trustee may select or to contract with others for the performance of them, and to enter into and execute oil, gas, and mineral leases, division and transfer orders, grants, farm out, pooling or unitization agreements, and such instruments or agreements in connection therewith as the trustee deems necessary or desirable.

11. To borrow money from any lender, including the trustee, for such time and upon such terms as the trustee sees fit, with or without security on or mortgage of any real property or upon pledge of any personal property held hereunder, and to execute mortgages or collateral agreements therefor as necessary.

12. To advance money to or for the benefit of any trust for any purpose of the trust, and the trustee shall be reimbursed for the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.

13. To lend money to the personal representative of my estate or the estate of my spouse, and to purchase property from the personal representative of either estate and retain it for any period of time without limitation, and without liability for loss or depreciation in value, notwithstanding any risk, unproductivity, or lack of diversification.

14. To hold money in a custody arrangement while awaiting distribution or investment under the terms hereof, even though such money be commingled with other funds of the trustee (in which case the trustee shall keep a separate account of the same on the books of the trustee), and the trustee shall not be required to pay interest thereon.

15. To appoint, employ, remove and compensate such attorneys, agents and representatives, individual or corporate, as the trustee deems necessary or desirable for the administration of the trust, and to treat as an expense of the trust any compensation so paid.

16. To cause any security or other property to be held, without disclosure of any fiduciary

relationship, in the name of the trustee, in the name of a nominee, or in unregistered form.

17. To keep any property constituting a part of said trust properly insured against hazards, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon said property, and to create reserves for depreciation, depletion or such other purposes as the trustee deems necessary or desirable.

18. To determine whether any money or property coming into the hands of the trustee shall be treated as a part of the principal of the trust or a part of the income therefrom, and to apportion between principal and income any loss or expenditure in connection with the trust, in each case in accordance with the provisions of the Alabama Principal and Income Act, if applicable, or if not applicable, as the trustee may deem just and equitable; provided, however, that any proceeds received by the trustee from any "retirement plan," meaning any qualified pension, profit sharing, stock bonus, Keogh or other qualified plan, trust, contract, account, annuity, or bond, or individual retirement account, as those terms are defined in the Code, or any non-qualified deferred compensation agreement, salary continuation agreement, or similar arrangement, shall be treated by the trustee as principal, except that any income earned within the retirement plan from such proceeds as a result of an installment or similar election or any other deferral of payment of the retirement plan's proceeds to the trustee shall be treated by the trustee as income when received.

19. To pay from income any expenses reasonably necessary for the administration of the trust, and in the event the income is insufficient for such payments, the same shall be paid from the principal thereof.

20. To exercise any power hereunder, either acting alone or jointly with others.

21. To pay the funeral and burial expenses of any beneficiary from the principal for the trust from which income has been payable to such beneficiary.

22. To divide or distribute the trust property as provided for hereunder in cash or in kind, or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; to determine the value of any property so allocated, divided, or distributed; and to determine the share and identity of persons entitled to take hereunder.

23. To deal with the fiduciary or fiduciaries of any other trust or estate, even though the trustee is also the fiduciary or one of the fiduciaries of the other trust or estate.

24. To make purchases and sales, outright or financed, by way of short sales, puts, calls, straddles, and sales against the box, on margin or otherwise, covered or uncovered, whether of commodities, precious metals, financial instruments, contracts for future delivery, or other investment media, however speculative, and for the purpose of enabling the trustee to exercise the powers granted under this subparagraph, to maintain and operate margin accounts, discretionary accounts, or any other type of brokerage accounts, and to pledge or mortgage the trust property as security for loans or advances made to the trustee in conjunction with any transactions permitted under this subparagraph.

25. To retain or invest in (alone or jointly with others) life insurance, annuity or endowment policies, or policies incorporating combined life, annuity or endowment features ("insurance policies"), in such form, on such life or lives and on such terms as the trustee considers advisable.

26. To make such elections and allocations under the tax laws permitted to be made by the trustee as the trustee considers advisable (whether or not the election relates to trust property),

without regard to, or adjustments between principal and income or the relative interests of the beneficiaries.

B. The powers granted in this Article shall be in addition to those granted by law and may be exercised even after termination of all trusts hereunder until actual distribution of all trust principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities.

C. To the extent that such requirements can legally be waived, no trustee hereunder shall ever be required to give bond or security as trustee, or to qualify before, be appointed by, or account to any court, or to obtain the order or approval of any court with respect to the exercise of any power or discretion granted in this instrument.

D. No person paying money or delivering property to any trustee hereunder shall be required or privileged to see to its application. The certificate of the trustee that the trustee is acting in compliance with this instrument shall fully protect all persons dealing with a trustee.

E. This instrument and all dispositions hereunder shall be governed by and interpreted in accordance with the laws of the State of Alabama, including the provisions of the Alabama Uniform Trust Code, Code of Alabama § 19-3B-1 (1975), et seq.

ARTICLE V

Trustee Designation

A. If I am unable to serve as Trustee for any reason other than my death, I hereby nominate and appoint my son, Stanley D. McLemore, Jr., as my first successor Trustee, and if he is unable to serve for any reason, then I nominate and appoint my son, Brian Davis McLemore, as successor Trustee. Any trustee may resign at any time by giving prior written notice to the beneficiary or beneficiaries to whom the current trust income may or must then be distributed.

B. Except as otherwise provided in paragraphs D and E of this Article, if the trustee or alternate trustee fails or ceases to act as trustee hereunder for any reason, or if any successor trustee appointed as hereinafter provided ceases to act as trustee hereunder for any reason, the person or persons indicated in paragraph F of this Article shall, by written instrument, appoint any person (other than a descendant of mine), or any bank or trust company, within or outside the State of Alabama, as successor trustee.

C. The person or persons indicated in paragraph F of this Article may at any time, by written instrument, approve the accounts of the trustee with the same effect as if the accounts had been approved by a court having jurisdiction of the subject matter and of all necessary parties.

D. If any corporate trustee designated to act or at any time acting hereunder is merged with or transfers substantially all of its assets to another corporation, or is in any other manner reorganized or reincorporated, the resulting or transferee corporation shall become trustee in place of its corporate predecessor.

E. If the trustee is unable to act in any jurisdiction with respect to any property, asset, interest or claim owned by me or any trust created hereunder because of the laws of the state in which such property, asset, interest or claim is located, then the trustee is authorized to appoint, employ, remove and compensate any person (other than a descendant of mine) or corporate fiduciary



capable of so acting with regard to such property, asset, interest or claim, in such manner and upon such terms and conditions (including the power to establish a trust and employ as trustee any person or corporate fiduciary, including any affiliated company, capable of acting with regard to such property, asset, interest or claim) as the trustee deems acceptable and to treat as an expense of the trust any compensation, charges and expenses so paid. Any such fiduciary shall be permitted to act without giving bond. If any such fiduciary is appointed, I give to such person or corporation, in addition to the powers conferred by law of its situs, all of the rights, powers and discretion that are set forth or referred to in this instrument (including the power to sell real or personal property at public or private sales for any purpose and to hold title to property in the name of a nominee), to be exercised without court order; provided, however, that in the exercise of any power granted, such fiduciary shall first consult with and obtain the written consent of the trustee acting generally at the time before taking any action whatsoever.

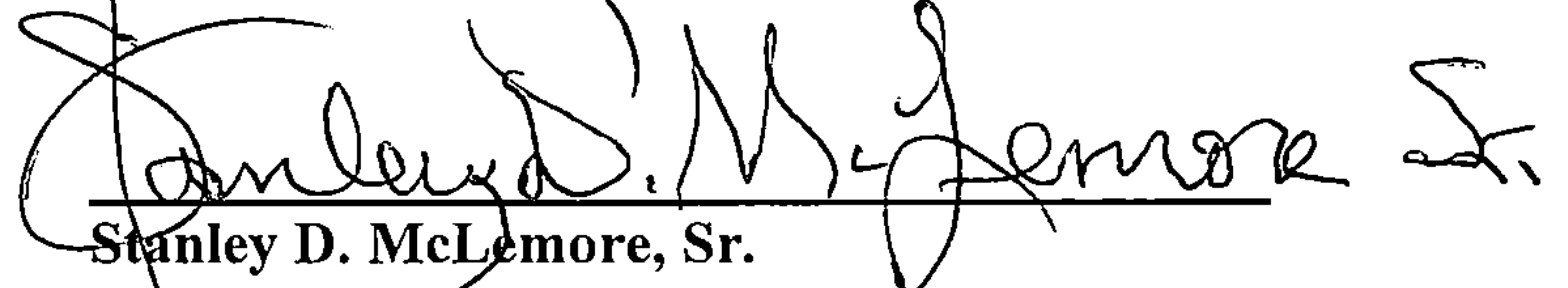
F. A successor trustee may be appointed pursuant to paragraph B of this Article and the accounts of the trustee may be approved pursuant to paragraph C of this Article by a majority in number of the beneficiaries to whom the current trust income may or must then be distributed. If any person so entitled to act is then under legal disability, the instrument of appointment or approval may be signed by the lawful guardian of such person on his or her behalf.

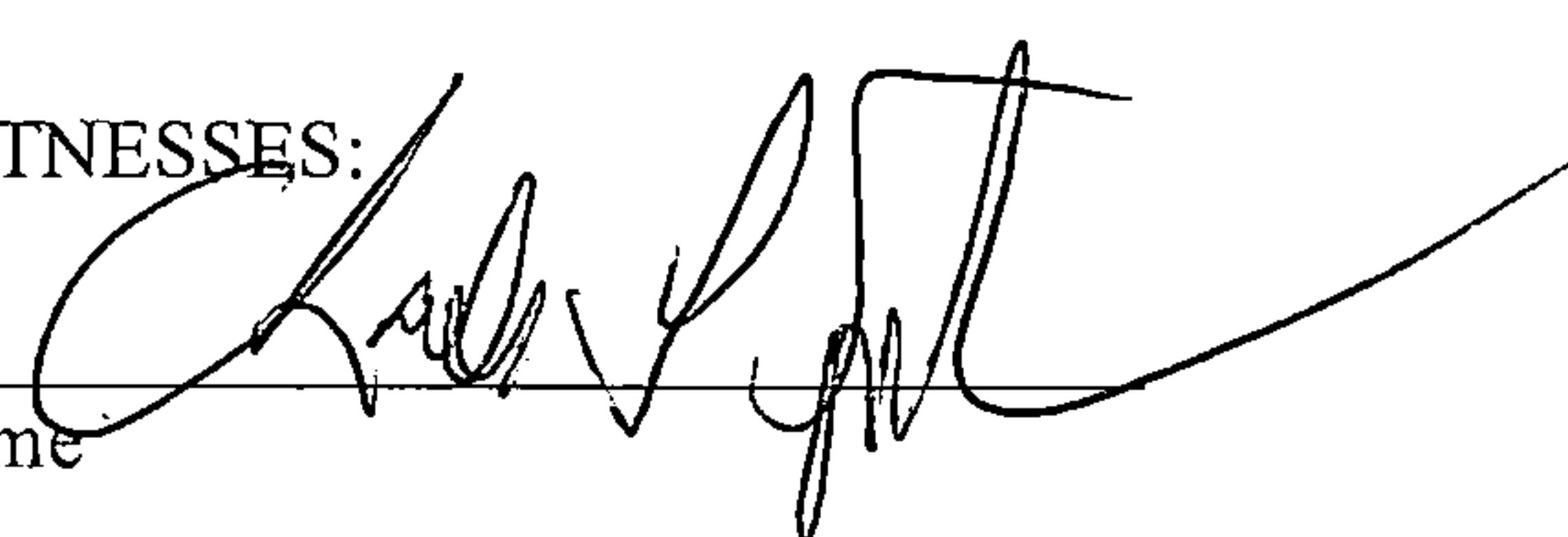
G. The incumbent trustee shall have all of the title, powers, and discretion granted to the original trustee, without court order or act of transfer. No successor trustee shall be personally liable for any act or failure to act of a predecessor trustee. With the approval of the person or persons indicated in paragraph F of this Article who may approve the accounts of the trustee, a successor trustee may accept the account furnished, if any, and the property delivered by or for a predecessor trustee without liability for so doing, and such acceptance shall be a full and complete discharge to the predecessor trustee.

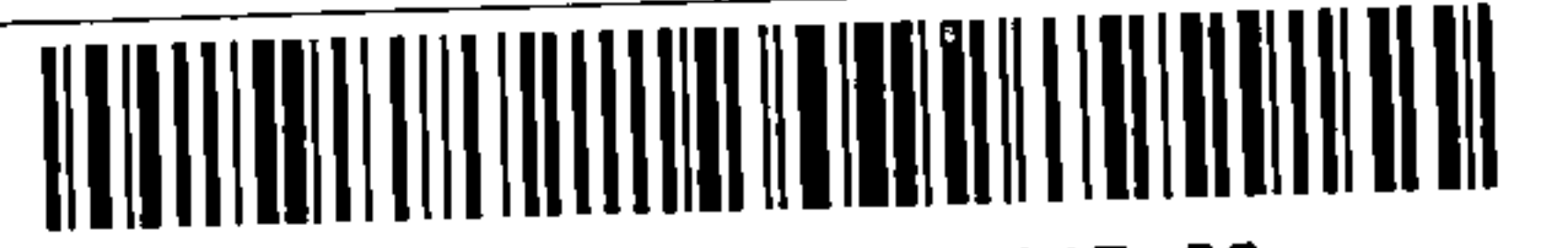
ARTICLE VI

I specifically retain all rights, power and authority to amend or revoke this agreement or any trust hereby evidenced.

I hereby sign this trust agreement on the 24th day of July, 2024.


Stanley D. McLemore, Sr.
Settlor/Grantor

WITNESSES:

Name



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Address: HOOD, AL 35226

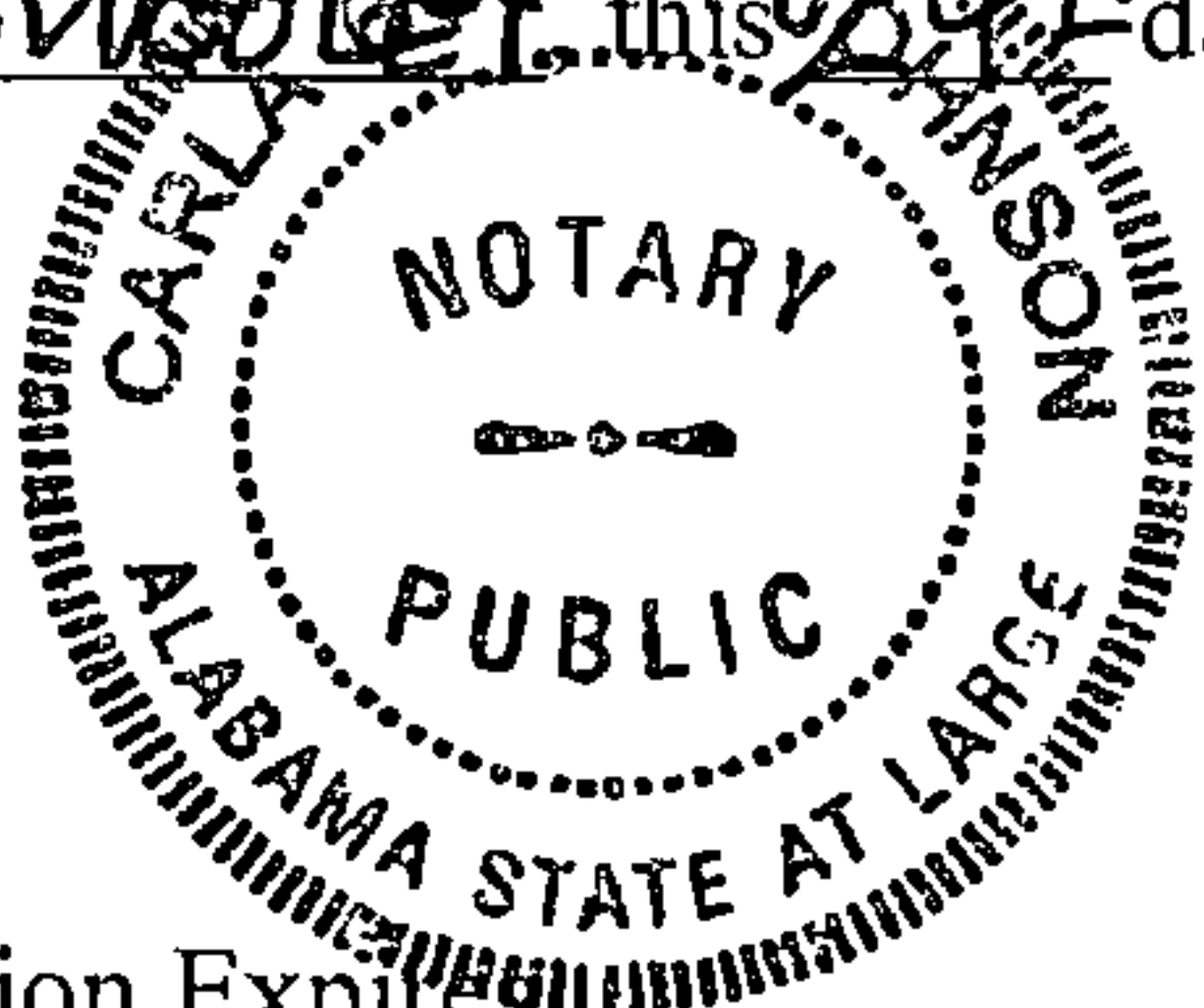
Cherokee W. Wooley
Name CHEROKEE W. WOOLEY

317 EAST GLENWOOD DR.
Address: BIRMINGHAM, AL 35209

State of Alabama)
Jefferson County)

Subscribed, sworn to and acknowledged before me by Stanley D. McLemore, Sr. the
Settlor/Grantor, and subscribed and sworn to before me by the witnesses, Charles L. Sparks and
Cherokee W. Wooley, this 24th day of July, 2024.

[SEAL]



Carla Duchfusa
Notary Public
In and For the State of Alabama At Large

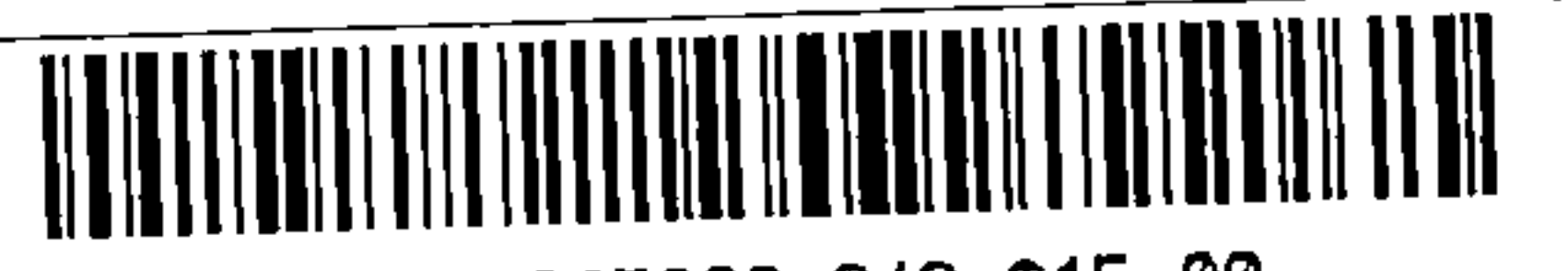
My Commission Expires 5/14/2025

The trust created by the foregoing instrument is accepted as of the day and year last above written.

Stanley D. McLemore Sr.
Stanley D. McLemore, Sr.
Trustee

This instrument prepared by:

Law Offices of Charles L. Sparks
1 Independence Plaza, Suite 415
Homewood, Alabama 35209
(205) 985-3000

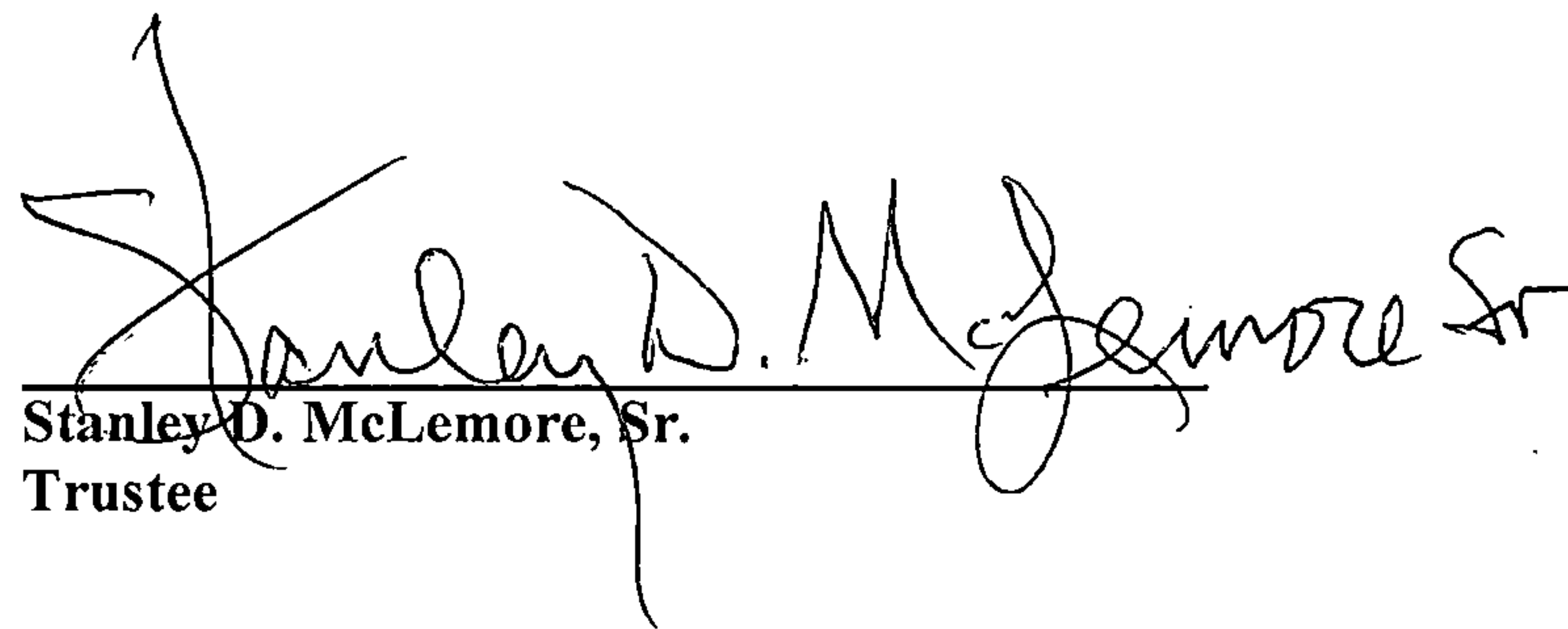


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SCHEDULE OF INITIAL ASSETS

This schedule is attached to and forms a part of that certain trust agreement executed by Stanley D. McLemore and known as **THE STANLEY D. MCLEMORE, SR. REVOCABLE TRUST Dated July 24, 2024**, and identifies the initial assets transferred to the trustee and held subject to the trust created thereunder.

1. SEE ATTACHED SHEET and/or Deed(s)


Stanley D. McLemore, Sr.
Trustee