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CERTIFICATION OF TRUST
(W. D. DeBARDELABEN, JR. FAMILY TRUST)

KNOW ALL MEN BY THESE PRESENTS THAT, W. D. DeBARDELABEN, JR. hereby presents this Certification of Trust, in lieu of providing a complete copy of the trust instrument, to establish the existence and terms of the trust as set forth below.

1. **Purpose of Certification of Trust.** The purpose of this Certification of Trust is (1) to certify the existence of the W. D. DeBardelaben, Jr. Family Trust (the "Trust"), and identify the powers of the Trustee, and (2) to summarize some the more important provisions of the Trust so the Trustee can deal with third parties, such as financial institutions, stock transfer agents, brokerage houses, insurance companies, and others, without disclosing all of the provisions of the Trust, which is a private and confidential document.

2. **Creation of the Trust.** W. D. DeBardelaben, Jr., having an address at 1119 Danberry Lane, Birmingham, Alabama 35242, as "Trustor", created the Trust, known as the W. D. DeBardelaben, Jr. Family Trust, by executing an Irrevocable Trust Agreement, dated the 25th day of February, 2015 (the "Trust Agreement" or "trust instrument"). The Trust continues in existence.

3. **Trust Irrevocable.** The Trust is irrevocable. The Trustor waived the right to revoke, amend or modify the Trust Agreement during his life. The Trust has not been revoked, modified or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.

4. **The Trustee.** The Trust Agreement originally named W. D. DeBardelaben, Jr., having an address of 1119 Danberry Lane, Birmingham, Alabama 35242, and David Bennett DeBardelaben, having an address of 1516 Wingfield Court, Birmingham, AL 35242, as aforesaid, as trustee (referred to as the "Co-Trustees"). If W. D. DeBardelaben ceases to serve, the trust names David B. DeBardelaben as the sole trustee. If David B. DeBardelaben ceases to act as trustee, the trust names Warren Dilburn DeBardelaben, III, as the sole trustee. W. D. DeBardelaben, Jr., has subsequently resigned, leaving David B. DeBardelaben as the sole trustee. David B. DeBardelaben has moved and therefore the current sole trustee of the trust is David B. DeBardelaben, having an address of 2280 Brock Circle, Hoover, AL 35242.

5. **Powers of the Trustee.** Following is a verbatim copy of the Powers of the Trustee as set forth in Article VII of the trust instrument:

ARTICLE VII

Powers of the Trustee

A. The trustee shall have the following powers with respect to each trust



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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, or any stock or obligation of any bank (and any successor thereto) or any of its affiliates, 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, notes, mortgages, participations in mortgages, common trust funds, securities, shares of regulated investment companies or trusts (including such regulated investment companies or trusts as are advised by a bank acting as trustee hereunder), 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 a 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



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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 and to purchase property from the personal representative of my 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



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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 (i) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state, or federal agency concerned with environmental compliance, or by a private litigant; (iv) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions. Any expenses incurred by the trustee under this subparagraph may be charged against income or principal as the trustee shall determine.

27. To receive any property, real or personal, to be added to the trust from me in any event (and if the trustee consents in writing, from any other person) by lifetime or testamentary transfer or otherwise; provided, however, that the trustee may require, as a prerequisite to accepting property, that the donating party provide evidence satisfactory to the trustee that (i) the property is not contaminated by any hazardous or toxic materials or substances; and (ii) the property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release, or discharge of any hazardous



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or toxic materials or substances.

28. 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 maybe 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 respecting the exercise of any power or discretion granted in this instrument.

D. The trustee's exercise or nonexercise of powers and discretions in good faith shall be conclusive on all persons. 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 are 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.

F. The compensation of any corporate trustee shall be in accordance with its published schedule of fees as in effect at the time the services are rendered. The compensation of any individual trustee shall be reasonable considering the time, duties, skill-level and responsibilities required of the trustee. Such compensation may be charged to principal or to income or partly to each in the discretion of the trustee.

6. **Signature Authority.** The Trustee may sign all documents exercising the powers of the Trustee. Under the Trust Agreement no other person is required or needed to sign any such documents for them to be effective as to the Trust. Likewise, each Successor Trustee, when their respective appointments begin, may sign all documents exercising the powers of the Trustee, and under the Trust Agreement no other person is required or needed to sign such documents for them to be effective as to the Trust.

7. **Reliance by Third Parties.** This Certification of Trust is executed as evidence of the existence of the foregoing Trust Agreement. Any person or entity may rely upon this Certification of Trust as evidence of the existence of said Trust Agreement, and of the existence of those provisions of the Trust Agreement set forth or referred to herein, and of the rest of the assertions contained herein, and is relieved of any obligation to verify that any transaction entered into by a Trustee or successor Trustee thereunder is consistent with the terms and conditions of said Trust Agreement.

8. **Short Name of the Trust.** The name of this Agreement and the trusts created hereunder shall be the "W. D. DeBardelaben, Jr. Family Trust". Any transfers to this Agreement or any trust hereunder may refer to the aforesaid name or to "David Bennett DeBardelaben as Trustee under the W. D. DeBardelaben, Jr. Family Trust" with or without specifying any change in Trustee



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or any amendment to this Agreement.

9. **Attachments.** In the event that a person or entity requesting a Certification of Trust requires additional information not contained herein and/or copies of pages from the Trust, and the Trustor agrees to furnish same, then in such event, the undersigned does hereby certify that those documents which are attached hereto and incorporated herein by reference are true and correct copies of the following described pages from the Trust Agreement (write in blank space description of attached documents, e.g., "first page", "signature page", etc., or if none, write "None" or "Not Applicable").

IN WITNESS WHEREOF, the Trustor has executed this Certification of Trust as of this 25th day of July, 2024.

David B. DeBardelaben, sole Trustee

STATE OF ALABAMA
COUNTY OF Shelby

I, Joel F. Sprah, a notary public, hereby certify that David B. DeBardelaben, whose name is signed to the foregoing Certification of Trust, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Certification of Trust, he executed the same voluntarily on the date first written above.

Given under my hand and official seal this 25th day of July, 2024.

Notary Public
My Commission Expires on: 9/28/26



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THIS INSTRUMENT WAS PREPARED BY:
Joel F. Dorroh
DORROH & MILLS, P.C.
1800 McFarland Boulevard, North, Suite 180
Tuscaloosa, Alabama 35406
(205) 345-2800