

MIZE TRUSTS F/B/O KIMBERLY MIZE COLVERT

AGREEMENT OF TRUST MERGER

THIS AGREEMENT is hereby entered into on this 12th day of August, 2025,
among the following parties:

A. Kimberly Mize Colvert, as Trustee of Grandchildren's Trust Estate GST Exempt under the Will of Woodrow Wilson Mize, Jr. dated March 10, 1994, for the benefit of Kimberly Mize Colvert, and

B. Kimberly Mize Colvert, as Trustee of GST Exempt Trust Estate under the Will of Patricia Ray Mize dated February 1, 2019, for the benefit of Kimberly Mize Colvert, and

C. Kimberly Mize Colvert, individually, as the current income beneficiary of both of the Trusts described above, as follows:

WITNESSETH:

WHEREAS, Woodrow Wilson Mize, Jr. ("Woody") died on June 28, 1996, and his Will established the Woodrow Wilson Mize, Jr. Testamentary Trust for the benefit of his wife, Patricia Ray Mize ("Pat"); and

WHEREAS, Pat died on October 2, 2024, whereupon the trust created by Woody for Pat was directed to be held as Grandchildren's Trust Estate GST Exempt for the benefit of Kimberly Mize Colvert ("Kim") (which trust will be hereinafter referred to as "Woody's Trust"); and

WHEREAS, Pat's Will established GST Exempt Trust Estate for the benefit of Kim (which trust will be hereinafter referred to as "Pat's Trust"); and

WHEREAS, under Paragraph (o) of Item VIII of Woody's Will and under Paragraph (l) of Item VII of Pat's Will, both Woody's Trust and Pat's Trust (collectively, the "Trusts") can be merged with another trust that has substantially similar provisions and an inclusion ratio for generation-skipping transfer tax purposes of zero; and

WHEREAS, Kim has a testamentary limited power of appointment under both of the Trusts, whereby Kim has the ability to change the terms of the Trusts for her lineal descendants, qualified charitable organizations and her spouse; and

WHEREAS, the provisions of Woody's Trust are substantially similar to the provisions of Pat's Trust with the exception of the Default Distribution provisions found in paragraph (h) of Item VI of Woody's Will and Item VI of Pat's Will, which provisions are only effective if Kim dies leaving no lineal descendants, or if at the death of Kim's last living lineal descendant Kim or her lineal descendants have not exercised their respective testamentary limited powers of appointment in such a way that defeats the Default Distribution provisions; and

WHEREAS, both of the Trusts have an inclusion ratio of zero for generation-skipping transfer tax purposes; and

WHEREAS, but for this Merger, Kim would be the income beneficiary of two separate but substantially similar Trusts; and

WHEREAS, the Trustee of both of the Trusts believes it will be in the best interests of the beneficiary of the Trusts for Woody's Trust to be merged into Pat's Trust, so there will exist one single trust, rather than two substantially similar trusts, which will facilitate the efficient management and investment of trust assets and reduce the overall administrative costs of the Trusts; and

WHEREAS, at the time of the Merger, Woody's Trust has a value of \$ [REDACTED] (or 51.6% of the combined Trusts) and Pat's Trust has a value of \$ [REDACTED] (or 42.4% of the combined Trusts);

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. The recitals are correct and are incorporated into this Agreement by this reference.
2. Woody's Trust and Pat's Trust will be merged by the transfer of the assets of Woody's Trust to Pat's Trust. The Trustee of the Trusts will use her best efforts to effect a smooth merger of the Trusts.
3. The Trustee of Pat's Trust does hereby acknowledge the receipt from the Trustee of Woody's Trust all of the assets and interests in Woody's Trust, subject to all debts and liabilities in connection with such assets.
4. Kim, as the current income beneficiary, does hereby ratify and consent to the Merger described herein.
5. Kim, individually, does hereby agree to release, hold harmless and indemnify the Trustees, and any former Trustees from and against any loss, costs or expense (including reasonable attorney's fees) which may be hereafter incurred by the Trustees at any time or from time to time on account of, as a result of, or in connection with any and all claims, demands, actions or causes of action that may be brought by any person or entity on account of the Merger of Woody's Trust into Pat's Trust by the Trustees.
6. The surviving merged Trust shall be Pat's Trust.
7. This Agreement is entered into in order to memorialize the merger of Woody's Trust with Pat's Trust.
8. The Trustees and the beneficiary agree to execute such further and additional documents as may be necessary to carry out the intent of this Agreement.
9. This Agreement shall be binding upon and inure to the benefit of the parties hereof, their respective descendants, heirs, estates, personal representatives, administrators and assigns.
10. This Agreement shall be interpreted and enforced according to the laws of the State of Alabama.
11. This Agreement may be executed in any number of counterparts and all such counterparts shall for all purposes constitute one instrument, notwithstanding that all parties are not signatories to the same counterpart, and further, the pages of the counterparts on which appear the signatures of the parties may be detached from the respective counterparts of the Agreement and attached all to one counterpart which shall represent the final instrument.

12. For purposes of clarification, in the event that circumstances are such that the Default Distribution provisions of the Trusts shall become effective, the parties recognize that 61.6 % of the Trust shall be controlled by Woody's Will, and 42.4 % of the Trust shall be controlled by Pat's Will, each of which was probated in the Probate Court of Shelby County, Alabama, and the Default Distribution provisions under Woody's Will are quoted in Exhibit A to this Agreement, and the Default Distribution provisions under Pat's Will are quoted in Exhibit B to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Trust
Merger.

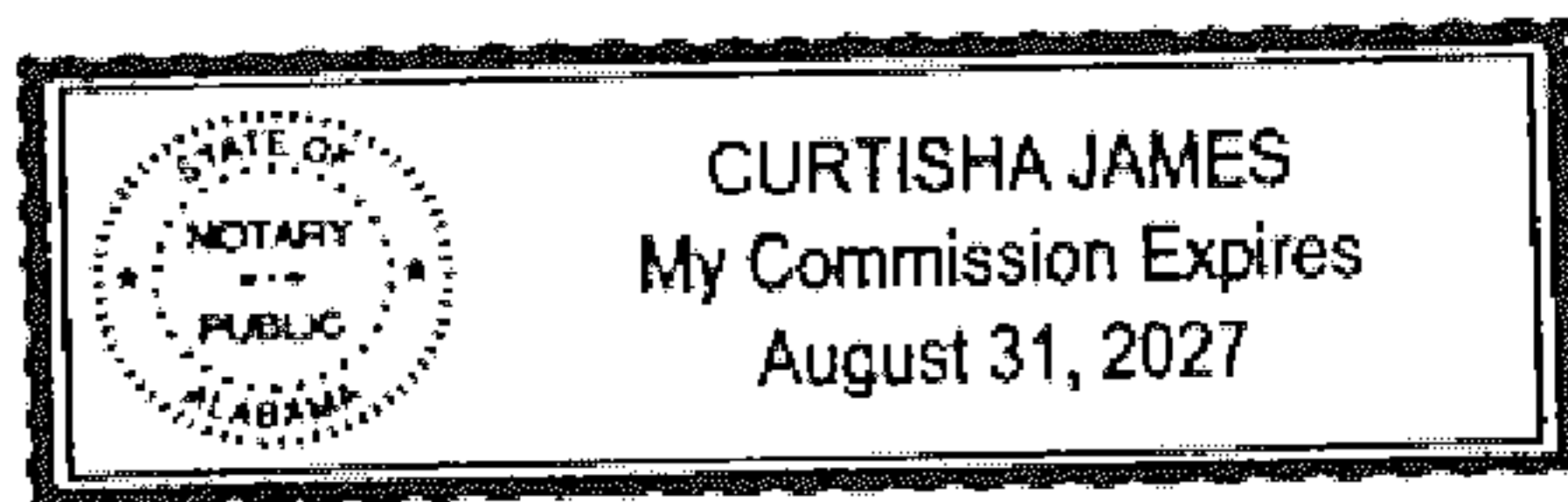
Kimberly Mize Colvert (SEAL)
Kimberly Mize Colvert, individually, as a
current beneficiary of, and as Trustee of
Grandchildren's Trust Estate GST Exempt under
the Will of Woodrow Wilson Mize, Jr., and as
Trustee of GST Exempt Trust Estate under the
Will of Patricia Ray Mize

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority in and for the State of Alabama at Large, hereby certify
that **Kimberly Mize Colvert**, whose name is signed to the foregoing instrument, and who is known
to me, acknowledged before me on this day that, being informed of the contents of the instrument,
she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 12th day of August, 2025.



Curtisha James
Notary Public
My Commission Expires: 8/31/2027

[SEAL]

This instrument prepared by:

Melinda M. Mathews, Esq.
Dentons Sirote PC
2311 Highland Avenue South
Birmingham, Alabama 35205

EXHIBIT A

"(h) In the event any grandchild of mine shall die prior to the division date or distribution of his or her share of said Grandchildren's Trust Estate GST Exempt, leaving no descendants of him or her, or of me, then living, or in the event that at the death of the last to die of my wife and me, there shall be no lineal descendants of mine then living, then at the division date or at the death of such grandchild, whichever occurs later, the Trustee shall transfer and pay over all assets remaining in said Grandchildren's Trust Estate GST Exempt, as the case may be, as follows: an amount equal to one-half (1/2) of said property in equal shares to my brother and sisters, Larry Mize, Mary Ruth Green, Patricia Washington and Jeannie Phillips, per stirpes; and an amount equal to one-half (1/2) of said property to my wife's brother, James C. Ray, Jr., or, if he is deceased, to his lineal descendants, per stirpes."

EXHIBIT B

"If at any time there is no person eligible to receive a distribution from my estate or any trust hereunder, then such property shall be distributed as follows:

(a) Thirty percent (30%) of said property shall be distributed to Anthony Lee Colvert. If Anthony Lee Colvert is not then living, then such share shall be distributed in equal shares among the charitable beneficiaries described in paragraphs (e) and (f) below.

(b) Twenty percent (20%) of said property shall be distributed to James Daniel Green. If James Daniel Green is not then living, then such share shall be distributed in equal shares among the charitable beneficiaries described in paragraphs (e) and (f) below.

(c) Five percent (5%) of said property shall be distributed to Craig Eyer. If Craig Eyer is not then living, then such share shall be distributed in equal shares among the charitable beneficiaries described in paragraphs (e) and (f) below.

(d) Five percent (5%) of said property shall be distributed to Jill Morgan. If Jill Morgan is not then living, then such share shall be distributed in equal shares among the charitable beneficiaries described in paragraphs (e) and (f) below.

(e) Twenty percent (20%) of said property shall be distributed to the Church at Brook Hills, located in Birmingham, Alabama.

(f) Twenty percent (20%) of said property shall be distributed to the Salvation Army, located in Birmingham, Alabama.

In the event a charitable beneficiary named herein is not designated by its correct name, or if said beneficiary is not incorporated, the Trustee is authorized to pay said devise to the governing body of the charitable organization which, in the Trustee's discretion, is intended as beneficiary of such distribution, and the receipt of the officers of such charitable organization shall be a complete discharge to the Trustee for such payment. In the event that a charitable organization is not in existence or does not qualify as an organization described in each of I.R.C. Sections 170(c), 2055 and 2522, at the time when any amount is

to be irrevocably transferred to such organization, then the Trustee shall transfer such amount or amounts to such other organization or organizations as shall then be described in and qualify under such sections as the Trustee, in its sole discretion, shall determine is consistent with my charitable motivations."



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/30/2025 11:14:29 AM
\$45.00 JOANN
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Allen S. Bayl