

## FRANKLIN DWIGHT SMITH LIVING TRUST

I, **FRANKLIN DWIGHT SMITH**, as Grantor, hereby set up this **FRANKLIN DWIGHT SMITH LIVING TRUST** [herein after referred to as "**Trust**"] as follows.

1. My current address is : 219 Matties Way, Destin, FL 32541; however I am a resident of Shelby County, Alabama as I have a home located at 267 Chesser Plantation Lane, Chelsea, AL 35043.
2. I appoint myself, Franklin Dwight Smith, as Trustee.
3. I appoint as Successor Trustee, my daughter, Lynda Cheryl Smith Williams, and I appoint as my Secondary Successor Trustee my granddaughter, Stephanie Williams Roberson.
4. Herein after I shall refer to myself as Trustee and/or my successor Trustee(s) collectively as "**Trustees**".
5. **I am the sole Beneficiary of this Trust and as set out herein after, at my death, this Trust shall be terminated and the contents of this Trust shall be distributed under the provisions of my LAST WILL and TESTAMENT.**

I do, as the Trustee of this Trust and, in that capacity, establish the below provisions to govern this the **FRANKLIN DWIGHT SMITH LIVING TRUST**.

### Article 1 -FAMILY

I am a widower, I have survived both my parents, and have three children, Lynda Cheryl Smith Williams, Ginga Karen Smith Foley, Franklin Scott Smith.

For Purposes of this Trust, **I have intentionally omitted to provide in any way or means as set out herein for my son, FRANKLIN SCOTT SMITH, and he is intentionally omitted from the provisions of this Trust for ALL purposes; the reason for this exclusion is known to my son and I.**

### Article 2 – TRANSFER TO TRUST

I hereby convey to the Trustees all my interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate."



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After the establishment of this Trust, any person may transfer assets to the Trust Estate, if the Trustees agree to accept them.

Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust. Once the Trustees acknowledge receipt of the current Trust assets and agree to hold the Trust Estate as set forth in this Trust, said assets shall be deemed to be the property of this Trust.

**Article 3 -RESERVED RIGHTS**

I reserve the following personal rights with respect to the Trust during my lifetime:

- To amend or revoke this Trust;
- To remove a Trustee and to designate a new Trustee;
- To withdraw assets, whether income or principal, of the Trust Estate;
- To require changes in the investments of the Trust Estate;
- However, investments made by me are not subject to review by the Trustees unless my personal rights are suspended;
- To direct the Trustees to perform any act of administration; and
- To direct the Trustees to make distributions to any person named by me.

**Article 4-EXERCISE OF RIGHTS**

These rights may be exercised at any time by an instrument signed by me personally, and cannot be exercised by any guardian who may be appointed for me, except that my legal guardian or the holder of my durable power of attorney may amend (but not revoke) this Trust only to the extent necessary to preserve a tax deduction, exemption, or credit consistent with my beneficial-intentions as stated in this Trust.

The Trustees are to be held harmless and indemnified from any liability for any of their actions or omissions made in reliance on my actions or instructions under this article.



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## **Article 5- SUSPENSION OF RIGHTS**

My personal rights under this article will be suspended immediately if I become disabled. For these purposes, my disability is determined as follows.

- A. Court Decision - If I am determined to be incapacitated by a court of competent jurisdiction having jurisdiction over my person, and over my personal rights, then the rights reserved herein will be suspended until my legal capacity is restored.
- B. Personal Decision - In the absence of a judicial determination, if it is my private decision that the next successor Trustees manage the provisions of this Trust, (as I reasonably believe that I am suffering from any mental or physical incapacity that would affect my judgment concerning management of the Trust), and/or if the Successor Trustees obtain written confirmation of that opinion from my physician, they may give me written notice to that effect. Upon delivery to me of that written notice, my personal rights reserved in this Trust will be suspended immediately until my legal capacity is determined by a court or until the persons entitled to give such written notice rescind it.
- C. Other Facts - My personal powers will be suspended if the persons working with me in a professional capacity, including but not limited to financial and or legal advisors and/or professionals, give written notice to the Trustees ( or the successor Trustees, if applicable, that they have received credible and timely evidence that I have disappeared, am unaccountably absent, or I am being detained under duress, or undue influence, so that I am unable to look after my financial interests.

## **Section 6 - HIPAA**

For purposes of this Section, I appoint each of the persons named above as my personal representative under 45 CFR § 164.502(g), a portion of the regulations implementing the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA "), to demand, obtain, review, and release to others medical records or other documents protected by the patient-physician privilege, attorney-client-privilege, or any similar privilege, including all records subject to and protected by, HIPAA.

## **Section 7- HOMESTEAD RIGHTS**

Despite any other provision of this Trust, I reserve the right to reside on any real property owned by the Trust during my lifetime. I will be entitled to claim any available



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homestead tax exemption for any real property in the Trust, and, for purposes of that exemption, my interest in such property will be deemed an interest in real property and not an interest in personal property. This provision does not restrict the Trustees from selling, leasing, or encumbering that property without my joinder in any deed or other instrument.

#### **Section 8 - PAYMENTS DURING MY LIFETIME**

The Trustees shall pay to or apply for my benefit (without obligation to any guardian who may be appointed for me) whatever income or principal that the Trustees in their discretion deem necessary or advisable for my best interests. The Trustees are authorized to provide for the finest available support and health care for me, even if this leaves no assets of the Trust remaining for other beneficiaries.

It is my desire that I not be maintained in a nursing home if reasonably possible and, in furtherance of this desire, the Trustees are specifically authorized to use assets of the Trust Estate as necessary to provide for my care at home, including payments for nursing care and the purchase of any equipment or facilities required for this purpose.

#### **Section 9 - DISTRIBUTIONS AFTER MY DEATH**

Upon my death and after making provision for legally required payments, the Trustees shall distribute the remaining Trust Estate as set out in my LAST WILL AND TESTAMENT.

#### **Section 10 - GIFTS UNDER MY WILL**

If my Will makes a gift of a specific asset that is held in this Trust when I die, and if this Trust does not make provision for transfer of the gift of that asset, the Trustees shall distribute that asset to the beneficiary named in my Will. If my Will gives my residuary probate estate to this Trust, and if my probate estate is insufficient to satisfy any other residuary gift under my Will, the Trustees shall satisfy the balance of that gift from the Trust.

#### **Section 11 - STANDBY TRUST**



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If any assets are distributable under this Trust to a person who has not then reached age 21, or who in the judgment of the Trustees is under a disability, the Trustees will hold that person's share in trust for his or her benefit. In determining a person's disability, the Trustees may rely conclusively upon the opinion of a medical doctor retained by them to make such a determination. The Trustees may apply so much of the income and principal of this separate trust that they consider necessary or desirable for the person's health, education, support, and maintenance. When the person reaches age 21 or when that person's disability, in the judgment of the Trustees, ceases to exist, the Trustees shall distribute the remaining assets of this separate trust to that person. If that person dies before complete distribution of this separate trust, the remaining trust assets are to be distributed, subject to my LAST WILL AND TESTAMENT, as if I had died as a resident of Alabama.

This article is to be effective only and is limited in duration to the extent that it does not result in any violation of any applicable rule against perpetuities or similar law.

## **Section 12 - PROVISIONS GOVERNING TRUSTEES**

The following provisions apply to all Trustees appointed under this Trust, including me while I serve as Trustee:

**Successor Trustee.** Upon my death, resignation or incapacity, I appoint Linda Cheryl Smith Williams, and my granddaughter Stephanie Williams Roberson, as Successor Co-Trustees without bond. Upon the death, resignation or incapacity of either co-trustee, I appoint the other appointed Successor Co-Trustee as successor trustee without bond. If there is ever a vacancy in the office of Trustee of this Trust, or any trust created in this Trust, and no successor is appointed as provided in this instrument, a person or entity in interest, or a beneficiary of this Trust may nominate a successor Trustee.

If the beneficiaries or person or entity in interest do not appoint a Successor Trustee within a reasonable time, any beneficiary may, petition a court of competent jurisdiction to appoint a successor Trustee.

**Incapacity of Trustee** - If my personal rights are suspended as provided herein, I will cease to serve as Trustee while those rights are suspended.

**Disability** - If any other Trustee becomes disabled (as defined in this Trust), he or she will immediately cease to act as Trustee.

**Suspension** - For purposes of this Section, if a Trustee fails to sign a release of relevant medical information necessary to determine his or her capacity, that Trustee will



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be suspended 30 days after the request for such a release is delivered to him or her by the named successor Trustee, or if none, by the persons then entitled to appoint successor Trustee.

Reinstatement - If a Trustee who ceases to serve because of a disability or who is suspended as provided above, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustees, and the last Trustee who undertook to serve will then cease to be a Trustee with the reinstatement of the prior Trustee.

Resignation - Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Trustee or Co-Trustee and to me if I am then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

Power of Successor Trustees - Successor Trustees will have all powers granted to the original Trustees.

### **Section 13 – ACCOUNTINGS**

Accountings must be given to the beneficiaries at least tri- annually. The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final, and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, -if a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

Acts by Other Fiduciaries - The Trustees are not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustees can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustees may elect not to proceed or may proceed and offset those costs and fees directly against any payment that could otherwise be made to that beneficiary.

Court Suspension - I waive compliance by the Trustees with any law requiring bond, registration, qualification, or accounting to any court.

Compensation - Each Trustee is entitled to be paid reasonable compensation for- services rendered in the administration of the Trust Reasonable compensation for a



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Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows.

During my lifetime the Trustees' fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing.

Indemnity - Any Trustee who ceases to serve for any reason will be entitled to receive ( and the continuing Trustees shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustees or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

#### **Section 14 – SURVIVAL PROVISIONS**

If any beneficiary is required to survive me or another person to receive a distribution, and if the beneficiary does not survive me or that other person by 90 days, or if that beneficiary cannot be located within one year after my death despite reasonable attempts by the Trustees to locate that beneficiary, the beneficiary will be treated as if he or she died before me or that other person.

#### **Section 15 - PROTECTION OF INTEREST**

The interest of any beneficiary under this Trust, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary except to or among persons who are descendants of that beneficiary's parents, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

#### **Section 16 - PAYMENTS OF EXPENSES AND TAXES**

Payment of Expenses -The Trustees are authorized, at their discretion, to use the principal and income of the Trust as they deem necessary or advisable for the payment of



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any legally enforceable obligations, costs of my last illness and funeral, and any estate transmission and management expenses incurred in the administration of my estate. and this Trust.

Payment of Estate and Inheritance Taxes - The assets of this Trust may only be used by the Trustees to pay that share of estate and inheritance taxes which are directly attributable to the assets of this Trust. The net tax attributable to the assets of this Trust included in the measure of each tax shall be determined by the proportion that the value of each interest included in the measure of the tax bears to the total value of all interests included in the measure of the tax.

### **Section 17 - FIDUCIARY POWERS**

I grant to the Trustees full power to deal freely with any property in the Trust. The Trustees may exercise these powers independently and without the approval of any court. No person dealing with the Trustees need inquire into the propriety of any of their actions or into the application of any funds or assets. The Trustees shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiaries of any trust created in this Trust. The Trustee may have duties and responsibilities in addition to those described in this Trust, and should obtain legal advice concerning its fiduciary duties. Without limiting the generality of the foregoing, the Trustees are given the following discretionary powers in addition to any other powers conferred by this Trust.

Type of Assets - Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustees deem prudent, and to invest in any assets the Trustees deem advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustees act in good faith.

Original Assets - Except as otherwise provided to the contrary, to retain the original assets they receive for as long as they deem best, and to dispose of those assets when they deem advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustees.

Tangible Personal Property - To receive and hold tangible personal-property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustees or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.



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**Specific Securities** - To invest in assets, securities, or interests in securities of any nature, including ( without limit) precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustees or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustees or by syndicates of which they are a member; to trade on credit or margin counts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

**Property Transactions** - To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustees deem advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustees see fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

**Borrow Money** - To borrow money from any source (including the Trustees in their nonfiduciary capacity}, to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

**Maintain Assets** - To expend whatever funds they deem proper for the preservation, maintenance, or improvement of assets. The Trustees in their discretion may elect any options or settlements or exercise any rights under all insurance policies that they hold however, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustees, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

**Advisor Payments** - To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.



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The Trustees may serve in any of these capacities and be compensated separately for their services in each.

**Use of Income** - Except as otherwise provided in this Trust, and in addition to all other available sources, to exercise their discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust, without accountability to any beneficiary.

**Sever or Join Trusts** - To sever any trust on a fractional basis into two or more separate trusts, and to segregate by allocation to a separate account or trust a specific amount from, a portion of, or a specific asset included in any trust. The Trustees may consolidate two or more trusts (including trusts created by different transferors) having identical beneficial terms and conditions into a single trust. A trust created by severance or consolidation will be treated as a separate trust for all purposes from the date on which the severance or consolidation is effective, and will be held on the same beneficial terms and conditions as those before the severance or consolidation. Income earned on a consolidated or severed amount, portion, or specific asset after the consolidation or severance is effective and will pass hereunder with that amount, portion, or specific asset.

**Consolidated Funds** - Unless inconsistent with other provisions of this Trust, to hold two or more trusts or other funds in one or more consolidated funds, in which the separate trusts or funds have undivided interests, except that an accounting must be rendered to each trust showing its undivided interests in those funds.

**Delegation** - To delegate periodically among themselves the authority to perform any act of administration of any trust.

**Advances** - To make cash advances or loans to beneficiaries, with or without security.

**Investment Manager** - To employ any investment management service, financial institution, or similar organization to advise the Trustees and to handle all investments of the Trust and to render all accountings of funds held on its behalf or in the capacity of custodial agency, or other agreements. (If the Trustees are individuals, these costs may be paid as an expense of administration in addition to fees and commissions.)

**Transfer Situs** - To transfer the situs of any trustor any trust property to any other jurisdiction as often as the Trustees deem advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustees may delegate to the substitute Trustee any or all of the powers given to the Trustees; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that



service; and may remove any acting or substitute Trustee and appoint another, or reappoint themselves, at will.

Related Parties - To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustees, or of which the Trustees, or any director, officer, or employee of the Corporate Trustees, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustees; or (iii) a beneficiary or Trustee under this Trust acting individually, or any relative of such a party.

### **Section 17 - ADMINISTRATION AND CONSTRUCTION**

Rules for Distributions - In making distributions to beneficiaries under this Trust, the Trustees must use the following criteria.

- A. Other Resources - Whenever the Trustees have the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustees can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustees can make payments directly to a beneficiary, or to other persons for the beneficiary's benefit, but they do not have to make payments to any appointed guardian.
- B. Trustees' Decision - Absent clear and convincing evidence of bad faith, the Trustees' decisions as to amounts to be distributed will be final.
- C. Standard of Living - Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.
- D. Unequal Distributions - For any trusts having multiple beneficiaries, distributions may be unequal among them, due to differences in their resources, age, health, needs, educational inclinations, and talents. The Trustees may make unequal distributions to or for those beneficiaries without making equalizing adjustments among them, unless specifically provided to the contrary in this Trust.

### **Section 18 - FUNDING AND GIFTS**

The following rules will apply to funding gifts under this Trust.

Pecuniary Gifts - All pecuniary gifts under this Trust that are paid by an in-kind distribution of assets must use values as of the date of distribution.



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**Adjustments** - The Trustees shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustees may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustees, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

**Accumulated Income** - Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustees deem convenient.

**Estate Tax on Included Property** - If assets of any trust created under this agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

**Appointed Assets** - If the beneficiary exercises a power of appointment over those assets, the Trustees are authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

**Other Assets** - If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustees will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

**Certification and Payment** - The Trustees may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustees will not be held liable for making payments as directed by the beneficiary's personal representative.

**Transactions With Other Entities** - The Trustees may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustees can make those purchases or loans even if they serve as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustees think are appropriate, except that the terms of any transaction must be commercially reasonable.

## **Section 19 – COORDINATION WITH GUARDIAN**



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If a separate trust is created for a beneficiary who is under a legal disability, I request the Trustees to consult with the guardian of the person for that beneficiary, or if none, the person having custody of the beneficiary, and to establish a reasonable budget to provide for the needs of the beneficiary; conduct a financial analysis of the beneficiary's needs and determine the amounts reasonably required for his or her care; and implement procedures for disbursing funds to the guardian for those purposes. Further the Trustees are authorized to make distributions that provide some incidental or indirect benefit to the beneficiary's guardian, but only if the expenditure is for the primary benefit and needs of the beneficiary.

## **Section 20 - MISCELLANEOUS PROVISIONS**

### **Definitions**

As used in this Trust, the following terms have the meanings set forth below:

**Corporate Trustee - Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof.

**Internal Revenue Code Terms - Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws .

**Gross estate** means gross estate for federal estate tax purposes as defined in Section 2031 of the Internal Revenue Code. T

The terms of health, education, support, and maintenance are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books, fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

Related Person as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672( c) of the Internal Revenue Code ( as though that individual was a grantor).

Other Terms - Residuary Trust Estate means the Trust Estate (including assets added to the Trust by reason of my death) left after paying all pre-residuary gifts in this Trust and all expenses and charges ( other than estate taxes). Descendant excludes any child born out of wedlock. Distributions that are to be made to a person's descendants, per stirpes, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary. Disabled or under a disability means (i) being under the legal age of majority, (ii) having been ..adjudicated to be incapacitated, or (iii) being unable to manage properly personal or :financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate. Removal of a Trustee for cause includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of: or inattention to, the trust assets by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

## **Section 21 – OTHER**

**Lapsed Gifts** - If any gift is conditioned on the recipient surviving me or another person and no alternative disposition of that gift is specified, the gift will lapse and become part of the Residuary Trust Estate if the designated recipient does not survive.

**Notices** - Any person entitled or required to give notice under this Trust shall exercise that power by a written instrument witnessed by two impartial persons, clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts. Notice of my exercise of any power under this Trust need be given only to the affected Trustees.



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**Certifications From Personal Representatives** - For some purposes, the Trustees are authorized to rely on a certificate from my Personal Representatives as to certain facts. That certificate must be in writing and witnessed by two impartial persons, but need not be notarized. It is to be delivered to the Trustees in the same fashion as provided for other notices. A certificate signed and acknowledged by the Trustees stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustees. The Trustees may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust Beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

**Copy** - Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by me; and/or by any person specifically named as a Trustee ( or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

**Adopted Children** - A legally adopted child and any descendants of that child will NOT be regarded as a descendant of the adopting parent only if the petition for adoption was filed with the before the execution of this Trust document.

**Infant in Gestation** - For all purposes of this Trust, an infant in gestation who is later born alive will NOT be deemed to be in being during the period of gestation for the purpose of qualifying the infant, after it is born, as a beneficiary of this Trust.

**Applicable Law** - All matters involving the validity and interpretation of this Trust are to be governed by Alabama law. Subject to the provisions of this Trust, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.

**Gender and Number** -Reference in this Trust to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

**Further Instruments** - I agree to execute such further instruments as may be necessary to vest the Trustees with full legal title to the property transferred to this Trust.

**Acknowledgments** - Acknowledgments of this trust agreement and matters affecting the administration of the Trust may be given for purposes of recording such



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instruments, but the absence of an acknowledgment and/or its recording does not affect the validity of those instruments.

**Binding Effect** - This trust agreement extends to and is binding upon my Personal Representatives, successors, and assigns, and upon the Trustees as named herein including the successor Trustees.

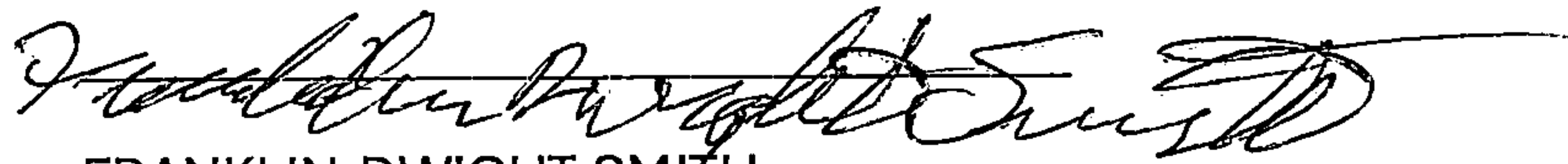
Executed as of this this 8<sup>th</sup> day of December, 2025.

**GRANTOR AND TRUSTEE with Attesting Witnesses**

This instrument was signed, sealed, published, and declared by the Grantor as his Trust Agreement in our joint presence, and at his request we have signed our names as attesting witnesses in his presence and in the presence of each other on the date first written above.

STATE OF Florida  
COUNTY OF Oakloosa

I, Franklin Dwight Smith, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I, Franklin Dwight Smith, have signed this instrument as my Trust Agreement.

  
FRANKLIN DWIGHT SMITH

**Witnesses-**

We, Lynda Cheryl Williams and Stephanie Williams Roberson have been sworn by the officer signing below, and declare to that officer on our oaths that the Grantor declared the instrument to be his Trust Agreement and executed this in our presence, and that we each signed the instrument as a witness in the presence of the Grantor, and of each other.



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Shelby Cnty Judge of Probate, AL  
01/12/2026 03:35:54 PM FILED/CERT

Lynnda Cheryl Williams Stephanie Williams Roberson

Witness Name:

Witness Name:

Address: 219 Matties Way Address: 4651 Sunoail Circle  
Destin FL. 32541 Destin, FL. 32541

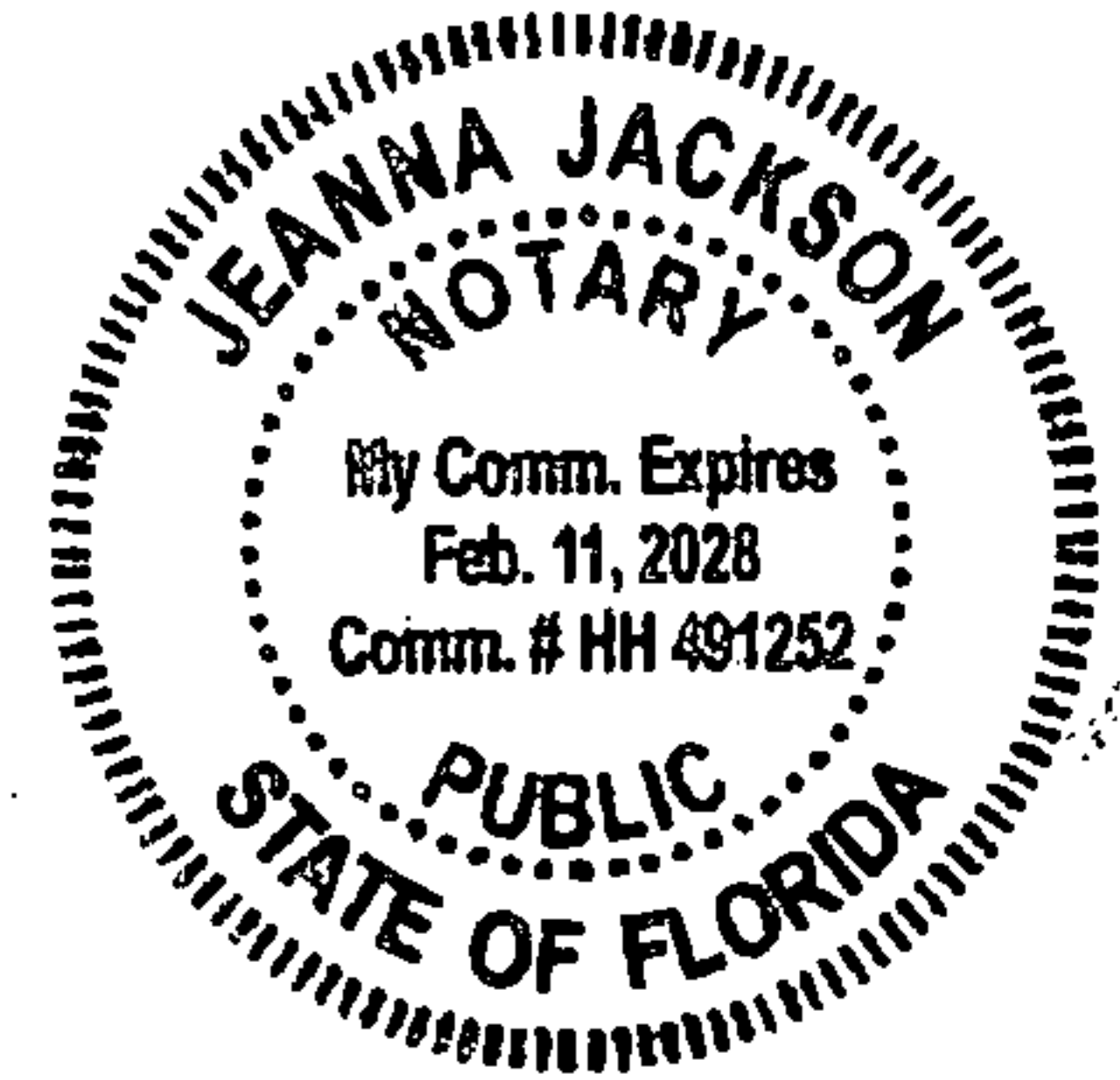
Acknowledged and subscribed before me by the Grantor, Franklin Dwight Smith, who is personally known to me or who has produced a driver's license as identification, and sworn to and subscribed before me by the witnesses, Lynnda Cheryl Williams who is personally known to me, or who has produced a driver's license as identification and by Stephanie Williams Roberson who is personally known to me or who has produced a driver's license as identification, and subscribed by me in the presence of the Grantor and the subscribing witnesses, all on the 8 day of December, 2025.

Jeanna Jackson

Notary Public

Address- 34725 Emerald Coast Pkwy Destin, FL. 32541

My Commission Expires: 2/11/2028



This Document being prepared by:

Margaret M. Casey, Attorney, 2163 Hwy 31 So., Ste 102, Pelham, AL 35124



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Shelby Cnty Judge of Probate, AL  
01/12/2026 03:35:54 PM FILED/CERT

**SCHEDULE A**

Real property located at:

**267 Chesser Plantation Lane, Chelsea, AL 35043**

**Said property as set out above is hereby accepted into this Trust, namely**  
**FRANKLIN DWIGHT SMITH LIVING TRUST**

Accepted on this the 8<sup>th</sup> day of December 2025.

Franklin Dwight Smith

STATE of \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Sworn before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public

My commission expires: \_\_\_\_\_

State of Florida, County of Okaloosa  
The foregoing instrument was acknowledged before me, by  
means of  physical presence or  online notarization,  
this 8 day of Dec 2025 by Franklin Dwight Smith  
Type of ID produced FLDL  
or is personally known to me  
Notary Signature Jeanna Jackson

