GEORGETOWN COUNTY, SC

Marlene McConnell Register of Deeds

By: THERESA FREEMAN Clerk

2025012249

TRUST

RECORDING FEES

\$10.00

STATE TAX

\$0.00

COUNTY TAX

\$0.00

12-08-2025

03:14 PM

BK:RB 4931 PG:306-314

(Space above this line for Recorder's Use)

CERTIFICATION OF TRUST

Settlors:

PATRICIA WEBER

Name of Trust:

Patricia Weber Revocable Trust

Date of Trust:

This instrument was prepared by and

Oxner & Stacy Law Firm, LLC (scp)

when recorded return to:

90 Wall Street, Unit B

Pawleys Island, SC 29585 O.S. File #25-1327

December 2, 2025

Current Trustees: Address of Trust:

PATRICIA WEBER

295 Navigators Drive

Pawleys Island, South Carolina 29585

The undersigned Trustees do hereby confirm the existence of the within-described Trust and certify the following:

- (1) The undersigned are all of the currently serving Trustees.
- (2) The Trust is in full force and effect and has not been revoked, terminated, or otherwise amended in any manner which would cause the representations in this Certification of Trust to be incorrect.
- (3) The Trust is revocable and the above-designated Settlors reserve the right and power to amend and/or revoke the said Trust in whole or in part.
- The above-designated Trustees are fully empowered to act for said Trust and are properly exercising the Trustee's authority under this Trust. No other Trustee or other individual or entity is required to execute any document for the Trust.
- (5) The signature of any single trustee is required for any action taken on behalf of the Trust without the requirement of the consent of any other trustee.
 - (6) The proper manner for taking title to Trust property is:

PATRICIA WEBER, Trustee

Patricia Weber Revocable Trust u/t/a dated December 2, 2025

- (7) To the undersigned's knowledge, there are no claims, challenges of any kind, or causes of action alleged, which contest or question the validity of the Trust or the Trustee's authority to act for the Trust.
- (8) The Trustees are authorized by the Trust Agreement to contract for the purchase of, option, purchase, sell, convey, borrow, pledge, mortgage, lease, operate, control, transfer title to, and divide Trust property, including both real and personal property, both tangible and intangible including but not limited to securities and accounts of all kinds. Said specific powers are more fully shown on Exhibit A attached hereto and incorporated herein by reference.
- (9) Notice: South Carolina Law states, in part, the following for the protection of parties dealing with the trustees:
 - S. C. Code Anno. § 62-7-1013. Certification of Trust... (b) A certification of trust may be signed or otherwise authenticated by any trustee.
 - (c) A certification of trust must state that the trust has not been revoked, modified, or amended in any manner that would cause the representations contained in the certification of trust to be incorrect.
 - (d) A certification of trust need not contain the dispositive terms of a trust.
 - (e) A recipient of a certification of trust may require the trustee to furnish copies of those excerpts from the original trust instrument and later amendments which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 - (f) A person who acts in reliance upon a certification of trust without knowledge that the representations contained therein arc incorrect is not liable to any person for so acting and may assume without inquiry the existence of the facts contained in the certification. Knowledge of the terms of the trust may not be inferred solely from the fact that a copy of all or part of the trust instrument is held by the person relying upon the certification.
 - (g) A person who in good faith enters into a transaction in reliance upon a certification of trust may enforce the transaction against the trust property as if the representations contained in the certification were correct.
 - (h) A person making a demand for the trust instrument in addition to a certification of trust or excerpts is liable for damages if the court determines that the person did not act in good faith in demanding the trust instrument.
 - (I) This section does not limit the right of a person to obtain a copy of the trust instrument in a judicial proceeding concerning the trust.

IN WITNESS THEREOF: the	undersigned, being all of the	Trustees, do hereby exe	ecute
this Certification of Trust this the 2	day of December, 2025.	•	

Trustees:

PATRICIA WEBER

Witnesses:

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF GEORGETOWN

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in the above State and County by **PATRICIA WEBER**, party hereto, and was executed and acknowledged by **PATRICIA WEBER** to be her free act and voluntary deed.

WITNESS my signature this the 2rd day of December, 2025.

Signature of Notary Public

Typed Name of Notary Public Notary Public for South Carolina

My commission expires: 124134

EXHIBIT A

- (1) **Powers of Trustee.** The Trustee is authorized in its fiduciary discretion (which shall be subject to the standard of reasonableness and good faith to all beneficiaries) with respect to any property, real or personal, at any time held under any provision of this Trust Agreement and without authorization by any court and in addition to any other rights, powers, authority, and privileges granted by any other provision of this Trust Agreement or by statute or general rules of law:
- (a) To collect Trust property and accept or reject additions to the Trust Estate from a Settlor or any other person.
- (b) To retain in the form received any property or undivided interests in property donated to, or otherwise acquired as a part of the Trust Estate, including residential property and shares of the Trustee's own stock, regardless of any lack of diversification, risk, or non-productivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although such property represents a material percentage of the total property of the Trust Estate or even the entirety thereof.
- (c) To deposit assets of the Trust in accounts of all types, including margin accounts, in all types of regulated financial service institutions.
- (d) To invest and reinvest all or any part of the Trust Estate or any Trust share created hereunder in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, limited liability companies or similar entities, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective, or pooled trust funds of the Trustee, insurance contracts on the life of any beneficiary, or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries. References to powers herein related to shares of stock shall include such powers over other types of securities, including interests in partnerships, limited liability companies, and other similar entities.
- (e) To abandon or decline to administer property of no value or of insufficient value to justify its collection or continued administration.
- (f) To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of the Trust Estate or any Trust share created hereunder, for cash or on credit, at public or private sale, or to exchange any property of the Trust Estate for other property, at such times and upon such terms and conditions as the Trustee may deem best, and no person dealing with the Trustee shall be bound to see to the application of any monies paid.

- (g) To hold any securities or other property in its own name as Trustee, in its own name, in the name of a nominee (with or without disclosure of any fiduciary relationship), or in bearer form.
- (h) To keep, at any time and from time to time, all or any portion of the Trust Estate in cash and uninvested for such period or periods of time as it may deem advisable, without liability for any loss in income by reason thereof.
 - (i) To sell or exercise stock option, subscription, or conversion rights.
- (j) To refrain from voting or to vote shares of stock which are a part of the Trust Estate or any Trust share created hereunder at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers, and privileges of an owner in respect to any securities constituting a part of the Trust Estate or Trust share.
- (k) To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by the Trustee pursuant to any such plan, to exercise all conversion, subscription, voting, and other rights of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem advisable in connection therewith.
- (l) To borrow money with or without security and to encumber, mortgage, or pledge any asset of the Trust Estate for a term within or extending beyond the term of the Trust, in connection with the exercise of any power vested in the Trustee. If money is borrowed from the Trustee, the Trustee may charge interest thereon at a prevailing rate. In no event shall any mortgagee be under any obligation to verify the proper application of the loaned proceeds.
- (m) To pledge the Trust Estate and to cause this Trust to guarantee loans made by others to a beneficiary or any business owned by the Trust.
- (n) To enter for any purpose into a lease as lessor or lessee, including a lease or other arrangement for exploration and removal of natural resources, with or without option to purchase or renew for a term within or extending beyond the term of the Trust.
- (o) To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate public or private easements to private or public use without consideration, including by way of example qualified conservation and façade easements.

- (p) To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, and to raze existing or erect new party walls or buildings.
- (q) To continue and operate any business or other enterprise owned by the Settlors or either of them at such Settlor's death, whether an interest in a proprietorship, partnership, limited liability company, business trust, corporation, or other form of business or enterprise, and to do any and all things deemed needful or appropriate by the Trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable by shareholders, members, or property owners, without liability for loss resulting from the continuance or operation of the business except for its own bad faith, gross negligence, and/or willful misconduct; and to merge or otherwise change the form of business organization or contribute additional capital, close out, liquidate, or sell the business at such time and upon such terms as it shall deem best.
- (r) To collect, receive, and issue receipt for rents, issues, profits, and income of the Trust Estate.
- (s) To insure the assets of the Trust Estate against damage or loss and to insure the Trustee, the Trustee's agents, and beneficiaries against liability arising from the administration of the Trust.
- (t) To select a mode of payment under any employee benefit or retirement plan, annuity, or life insurance payable to the Trustee, exercise rights thereunder, including exercise of the right to indemnification for expenses and against liabilities, and take appropriate action to collect the proceeds.
- (u) In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary capacity.
- (v) To compromise, extend, assign, adjust or give partial release from, arbitrate, sue on, discharge, foreclose, or otherwise defend, abandon or decline to administer property of no value or of insufficient value to justify its collection or continued administration, or otherwise deal with and settle claims in favor of or against the Trust Estate or to prosecute or defend an action, claim, or judicial proceeding in any jurisdiction to protect the Trust Estate and the Trustee in the performance of the Trustee's duties, as the Trustee shall deem best.
 - (w) To exercise elections with respect to federal, state, and local taxes.
- (x) To employ and compensate agents, accountants, investment advisors, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, appraisers, and other assistants and advisors deemed by the Trustee needful for the proper administration of the Trust Estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such person was selected and retained with

reasonable care. A Trustee may employ any firm with which the Trustee is affiliated to provide services for and on behalf of the Trust for the proper administration of the Trust.

- (y) To appoint a Trustee to act in another jurisdiction with respect to the Trust Estate located in the other jurisdiction, confer upon the appointed Trustee all of the powers and duties of the appointing Trustee, require that the appointed Trustee furnish security, and remove any Trustee so appointed.
- (z) To determine what shall be fairly and equitably charged or credited to income and what to principal, including the power and authority in the exercise of its fiduciary responsibilities and in accordance with state law to credit realized capital gains to income and to charge income expenses to principal.
- (aa) To resolve a dispute concerning the interpretation of the Trust or its administration by mediation, arbitration, or other procedure for alternative dispute resolution.
- (bb) To consolidate, hold, and retain the principal of the Trust Estate undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest, and account for the several shares or parts thereof by appropriate entries on the Trustee's books of account; and to allocate to each share or part of share its proportionate part of all receipts and expenses; provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof.
- (cc) To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of the Trust Estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value; and when dividing fractional interests in property among several beneficiaries to allocate entire interests in some property to one beneficiary and entire interests in other property to another beneficiary or beneficiaries.
- (dd) To access, use, control, and assume the ownership rights of any of either Settlor's digital or electronic devices, including but not limited to, desktop, laptop, tablet, or other types of computers and their peripheral equipment, storage devices, mobile telephones, "smart" phones, personal digital assistants, electronic books, electronic watches, electronic body and activity monitoring equipment, cameras, audio and video recorders, and any similar digital or electronic devises, which either Settlor may own or lease at either Settlor's death. The Trustee shall have the power to access, manage, modify, deactivate, delete, control, sell and transfer any digital assets, electronically stored information, and/or electronic communications owned by either Settlor on the date of each Settlor's death, including, but not limited to, e-mails received by either Settlor during the Settlors' lifetimes or after either Settlor's death, e-mail accounts, short message and text accounts, records of electronic communications, digital music, digital photographs, digital video, digital voice and voicemail, video games and virtual "worlds" or fantasy accounts created by any such games or other programs, "apps," software applications, software licenses, internet accounts, social network accounts, networking websites, blogs, file sharing accounts, financial accounts, domain registrations, names, or DNS service accounts,

online accounts at stores or other organizations and entities, social media, membership or patronage accounts with all inherent rights and benefits, and other online accounts or rights, which either currently exist or may exist at the time of either Settlor's death. The Trustee may obtain copies of any such digital information and may authorize others to have access to such digital information. The Trustee may employ agents or advisors to assist in collecting such electronic data, including, but not limited to, accessing such accounts, resetting passwords or other authenticating protocols, either decrypting or encrypting digital information, and dealing with such information in furtherance of the administration of the Trust. The powers granted to the Trustee shall be broadly construed and shall not be limited or restricted by any web or electronic service provider. The Trustee shall have the authority to protect or enhance either Settlor's privacy by directing that any stored information owned or created by either Settlor about either Settlor's past activities on the internet, or all other forms of electronic activities, or about either Settlor be deleted and that any links to or search results about either Settlor and such information be deleted or otherwise deactivated. The Trustee shall have all of the rights, authorities, and privileges that the Settlors have with regard to any such digital assets.

- (ee) In general, to exercise all powers in the management of the Trust Estate which any individual could exercise in his or her own right, upon such terms and conditions as it may reasonably deem best, and to do all acts which it may deem reasonably necessary or proper to carry out the purposes of this Trust Agreement.
- (ff) To purchase property, real or personal, from either Settlor's general estate upon such terms and conditions as to price and terms of payment as the Settlor's Personal Representative and the Trustee shall agree, to hold the property so purchased as a part of the Trust Estate although it may not qualify as an authorized Trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable. The fact that the Settlor's Personal Representative and the Trustee are the same shall in no way affect the validity of this provision.
- (gg) To lend funds to either Settlor's general estate or to a beneficiary upon such terms and conditions as to interest rates, maturities, and security as the Settlor's Personal Representative and the Trustee consider to be fair and reasonable under the circumstances, the fact that they may be the same in no way affecting the validity of this provision.
- (hh) To receive property bequeathed, devised, or donated to the Trustee by either Settlor or any other person; to receive the proceeds of any insurance policy which names the Trustee as beneficiary; to execute all necessary receipts and releases to any Personal Representative, donor, insurance company, and other party adding property to the Trust Estate.
- (ii) To combine assets of two (2) or more trusts if the provisions and terms of each trust are substantially identical, and to administer them as a single trust, if the Trustee reasonably determines that the administration as a single trust is consistent with the Settlors' intent and facilitates the trusts' administration without defeating or impairing the interests of the beneficiaries.

- (jj) To divide any trust into separate shares or separate trusts or to create separate trusts if the Trustee reasonably deems it appropriate and the division or creation is consistent with the Settlors' intent and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.
- (kk) For any Trust share being held hereunder, as defined in section 2642(a)(1) of the Internal Revenue Code of 1986, as from time to time amended or under similar future legislation, to divide such Trust share (a) with an inclusion ratio of neither one (1) nor zero (0) into two separate trusts representing two fractional shares of the property being divided, one to have an inclusion ratio of one (1) and the other to have an inclusion ratio of zero (0), or (b) into separate Trust shares for the benefit of one or more of the Trust beneficiaries, provided however, that (i) each beneficiary's interest in the resulting trusts (collectively) equals the beneficiary's interests in the original Trust share; (ii) the terms of each of the resulting trusts are the same as the terms of the original Trust, even though each permissible distributee of the original Trust is not a beneficiary of all of the resulting Trust shares, and (iii) such severance must neither shift the beneficial interest in the Trust to any beneficiary in a lower generation nor extend the time for vesting of any beneficial interest beyond the period provided for in the original Trust. The Trustee, in its sole discretion, may also create Trust shares to receive property with an inclusion ratio of either one (1) or zero (0), and if this cannot be done, refuse to accept property which does not have a matching inclusion ratio to the receiving Trust's ratio.
- (ll) If the Trustee shall act as the Personal Representative of either Settlor's estate, to elect to allocate any portion or all of such Settlor's generation-skipping transfer exemption provided for in Internal Revenue Code section 2631 or under similar future legislation in effect at the time of such Settlor's death, to any portion or all of any other trusts or bequests in such Settlor's Will or any other transfer in which such Settlor is the transferor for purposes of the generation-skipping tax. Generally, the Settlors anticipate that each Settlor's Personal Representative will elect to allocate this exemption first to direct skips as defined in Internal Revenue Code section 2612, then to Trust B, unless it would be inadvisable based on all the circumstances at the time of making the allocation; and to make the special election under section 2652(a)(3) of the Internal Revenue Code to the extent such Settlor's Personal Representative deems in the best interest of the Settlor's estate.

(mm)In the absence of any Personal Representative appointment for either Settlor's estate, the Trustee shall have discretion to allocate and transfer to the Surviving Spouse, if he or she shall survive the Settlor, any federal estate tax credit that is unused by the Settlor's estate after the Settlor's death (the Deceased Spousal Unused Exclusion Amount ("DSUEA")). If the Trustee shall make such election, then the Trustee shall timely file a federal estate tax return (Form 706) and elect on such return that the DSUEA shall be allocated to the Surviving Spouse. If the Trustee shall decide not to make such allocation and timely file the election, then the Surviving Spouse may direct the Trustee to make such election and file such estate tax return, in which event the Surviving Spouse shall be required to reimburse this Trust for the reasonable cost of preparing and filing such federal estate tax return.