

CERTIFICATION OF TRUST

This Certification of Trust is in lieu of a copy of the trust instrument pursuant to Section 19-3B-1013 of the Code of Alabama, as amended from time to time.

1. The Melinda Pinkston Colee Management Trust dated January 31, 2000 (the "Trust") is currently in existence. The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained herein to be incorrect. Excerpts of the Trust consisting of the first page and the signature page are attached hereto as ***Exhibit "A"*** and made a part hereof.

2. The settlor of the Trust is Melinda Pinkston Colee (the "Settlor").

3. The name and address of the currently acting Trustee (the "Trustee") are:

Melinda Pinkston Colee
2 The Oaks Circle
Birmingham, AL 35244

4. The pages of the Trust setting forth the relevant powers of the Trustee are attached hereto as ***Exhibit "B"*** and made a part hereof.

5. The Trust is revocable and the Settlor has the power to revoke the Trust.

6. The tax identification number currently assigned to the Trust is the social security number of Melinda Pinkston Colee.

7. The real estate located at 2 The Oaks Circle, Birmingham, Alabama 35244 (the "Real Estate") is currently owned by the Trust and titled in the name of "Melinda Pinkston Colee, and any successors, as Trustee of the Melinda Pinkston Colee Management Trust dated January 31, 2000."

8. Pursuant to the section of the Trust entitled TRUST REVOCABLE, a copy of such section is attached hereto as ***Exhibit "C"*** and made a part hereof, the Settlor has the power to withdraw all or any part of the property constituting the trust estate from the terms of the Trust. The Settlor and the Trustee are one and the same person. As evidenced by her signature below, the Settlor hereby exercises her power to withdraw the Real Estate from the Trust, and the Trustee desires to deliver and distribute the Real Estate to the Settlor.

Witnesses:

Rhonda J. McGahey
Mollie P. Peoples

Melinda Pinkston Colee
Melinda Pinkston Colee
Settlor and Trustee

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Melinda Pinkston Colee, whose name as Settlor and Trustee aforesaid 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, the said instrument was executed by Melinda Pinkston Colee, voluntarily, and with authority, and the aforesaid witnesses on the day the same bears date.

Given under my hand and seal on November 11, 2011.

Douglas L. McWhorter
Notary Public
My Commission Expires: 6/21/15

This Instrument Prepared by:
Douglas L. McWhorter, Esq.
Dominick Feld Hyde, P.C.
2121 Highland Avenue South
Birmingham, Alabama 35205
(205) 939-0033

Exhibit "A"

STATE OF ALABAMA)

SHELBY COUNTY)

MELINDA PINKSTON COLEE MANAGEMENT TRUST

As of January 31, 2000, I, MELINDA PINKSTON COLEE, the undersigned Grantor and Trustee, being a resident of the State of Alabama, hereby enter into this Trust Agreement as follows:

WITNESSETH:

WHEREAS, I desire to grant out of my present holdings and property and create therewith a trust, or several trusts, which shall be for my benefit and for the benefit of my husband, CLARENCE D. COLEE, and my children, J. COOPER CROUSE and KRISTINA MARIE HOOKS; and

WHEREAS, the Trustee hereinabove named has agreed to accept the trusteeship, and all interest and property which may come into such Trust by reason of this Agreement, for my benefit and use, all in accordance with the provisions hereinafter set forth;

NOW THEREFORE, in consideration of the premises, it is hereby understood and agreed by and between the parties hereto as follows:

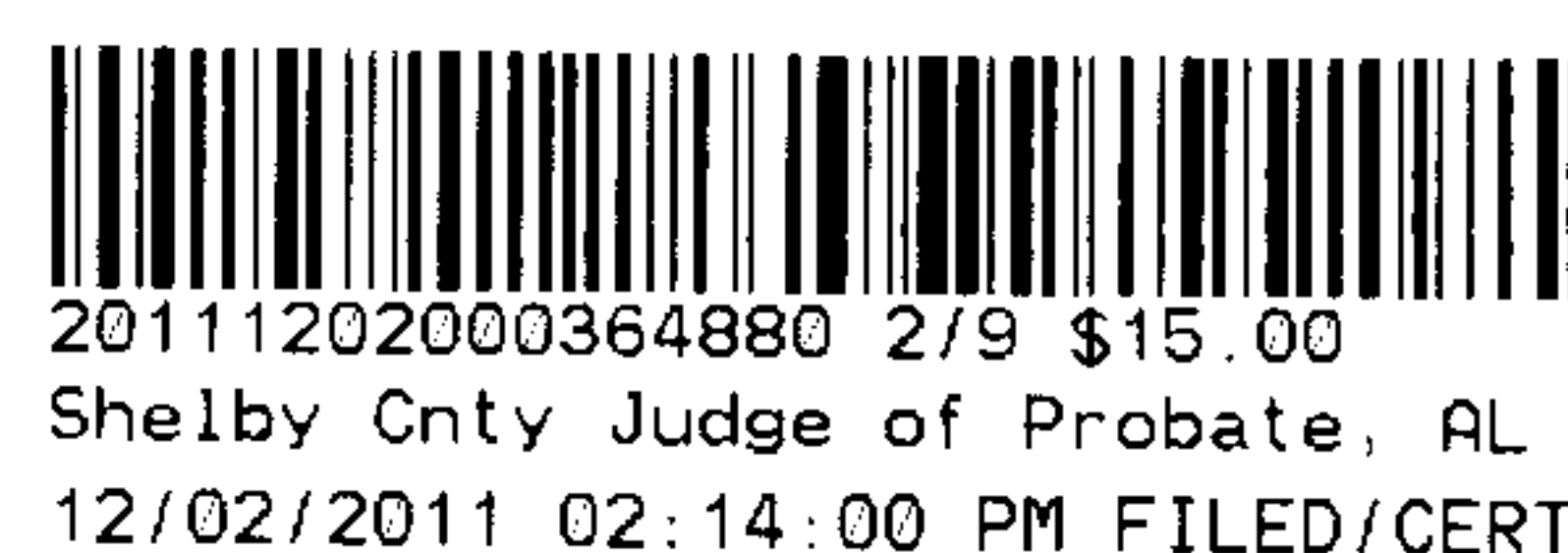
GRANT OF TRUST

I hereby grant, assign, set over, transfer and deliver to the Trustee the property listed on Exhibit "A" attached hereto, for the following uses and purposes, and subject to the terms, conditions, powers and agreements hereinafter specified.

TRUST ESTATE

The Trustee shall hold, manage and control the property coming into its possession, pursuant to the power and authority herein given to the Trustee, for the uses and purposes and upon the terms and conditions hereinafter stated.

A. The Trustee shall hold the trust estate in trust for my lifetime. During such period, the Trustee shall distribute to me or apply for my benefit such amounts of the income or principal of the trust estate, even to the extent of exhausting principal, as the Trustee determines to be required from time to time for the health, education, support, and maintenance of my husband, my ancestors, my descendants, and me, taking into account resources otherwise available. Any undistributed income shall be accumulated and added to the principal of the trust estate.



herein to any corporate fiduciary shall refer to such fiduciary and to such successor corporations having trust powers as shall succeed to the business of said corporate fiduciary by purchase, merger, consolidation or change of name.

E. The term "Code" shall mean the Internal Revenue Code of 1986, as from time to time amended.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective as of the day and year first above written, and the signature on the part of the Trustee, indicates the acceptance by the Trustee of the terms of the trusts created hereunder.

 (SEAL)
MELINDA PINKSTON COLEE
(GRANTOR and TRUSTEE)

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that MELINDA PINKSTON COLEE, whose name as Grantor and Trustee aforesaid 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, the said instrument was executed by MELINDA PINKSTON COLEE voluntarily on the day the same bears date.

Given under my hand and seal this 16 day of May, 2000.

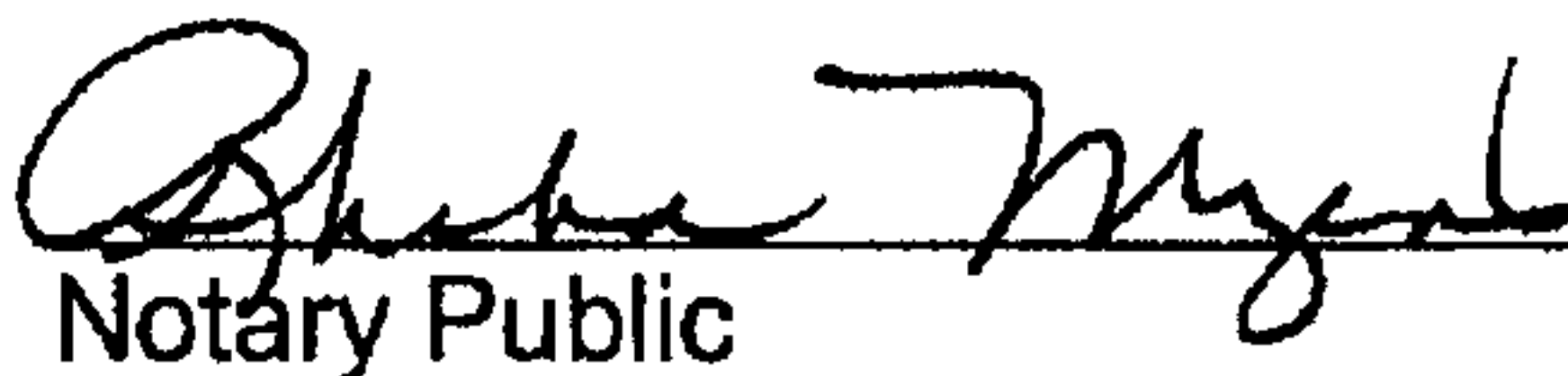

Notary Public
My Commission Expires: MAY 11, 2003

Exhibit "B"

including, but not limited to, attorneys, investment advisors, appraisers or accountants as it deems necessary and proper and to pay for such services from the trust property.

REMOVAL OF CORPORATE TRUSTEE

A. My husband, if living and legally competent, or the majority of the adult beneficiaries named herein if my husband is either deceased or legally incompetent, shall have the right, at any time during the continuation of any trust estate being administered for the benefit of my husband, to remove any corporate Trustee serving thereunder. Furthermore, any adult beneficiary named herein shall have the right, at any time during the continuation of a trust estate being administered for his or her particular benefit, to remove any corporate Trustee serving hereunder. Such removal shall be made in writing signed by the person or persons exercising a power of removal, notarized, addressed and delivered to the corporate Trustee being removed and to the person or persons indicated in paragraph B hereof, who shall appoint a successor corporate Trustee.

B. A committee consisting of the adult beneficiaries named herein, including the beneficiaries having present or future interests in any trust created hereunder, shall, by majority vote, substitute for such Trustee any bank or trust company authorized to accept and administer trusts. Such substitution of a successor shall be made in writing and signed by the person or persons exercising a power to substitute a successor Trustee and by such successor Trustee. Any successor Trustee shall have vested in it all the rights, powers, duties and discretion herein vested in the original Trustee named herein.

DUTIES AND POWERS

In the management and control of any trust created herein, the Trustee, in the sole judgment and discretion of the Trustee, may do and have done with respect to each trust estate, all things which, in the judgment and discretion of the Trustee, may seem necessary, desirable and proper to promote, protect and conserve the interests of the trust estate, and of the beneficiaries thereof. All references in these DUTIES AND POWERS provisions hereof to "trust estate" shall refer to any trust created hereunder and any separate shares thereof. The powers herein granted to the Trustee may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to and not

exclusive of the general powers of trustees pursuant to law, and shall include all powers necessary to carry the same into effect.

1. To sell at public or private sale, exchange, transfer or convey, either before or after option granted, all or any part of the trust estate, upon such terms and conditions as the Trustee may determine, to invest and reinvest the trust estate and the proceeds of sale or disposal of any portion thereof, in such loans, stocks, bonds or other securities, mortgages, common trust funds, shares of investment companies or investment securities of management-type investment companies such as mutual funds (including those managed or advised by the Trustee), or other property, real or personal, to purchase and sell options (including without limitation stock options contributed to the trust estate and listed options) and to exercise any such options, rights or warrants without being bound by any provision of law restricting investments by trustees, as to the Trustee may seem suitable, and to change investments and to make new investments from time to time as to the Trustee may seem necessary or desirable. The Trustee may delegate all or any part of the above powers to such investment counselors, consultants or managers as the Trustee may deem appropriate.

2. To improve, repair, lease, rent for improvement, or otherwise, for a term beyond the possible termination of this trust, or for any less term, with or without option of purchase, and to let, exchange, release, partition, vacate, dedicate or adjust the boundaries of real estate constituting a part of the trust estate.

3. To borrow money for such time and upon such terms as the Trustee may consider necessary or convenient in the administration of the trust, and to secure any such loan by mortgage or pledge.

4. 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 interests (whether general, limited or special), shares of regulated investment companies or trusts (whether open-end or closed-end), stock or interest in any family corporation, partnership or enterprise, or any stock or obligation of any publicly-traded company which is a successor to any such family corporation, partnership or enterprise, or any stock or obligations of any corporate trustee serving hereunder from time to time, or any stock or obligations of any holding company or similar corporation which owns stock of such corporate trustee, 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 any trust created hereunder; and in disposing of any property constituting a part of the trust estate, to acquire other property without, including any stock or obligations of any corporate trustee serving hereunder from time to time, or of any holding company or similar corporation which owns stock of such corporate trustee, 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 any trust created hereunder.

5. To keep any property constituting a part of the trust estate properly insured against fire and tornado, and other hazards, to pay all taxes or assessments, mortgages, or other liens now or hereafter resting upon said property, and generally to pay all of the expenses of the trust incurred in the exercise of the powers herein vested in the Trustee which, in the judgment of the Trustee, may be proper or necessary.

6. To hold any or all securities or other property in bearer form, in the name of the Trustee or in the name of some other person, partnership (general, limited or special), or corporation, without disclosing any fiduciary relationship.

7. To continue any business or partnership (general, limited or special) held by the Trustee for such time and under such management and condition as, in the

discretion of the Trustee, may be expedient; or to liquidate or dissolve any such business or partnership (general, limited or special) at such time and upon such terms and conditions as, in the judgment of the Trustee, are for the best interests of the trust estate; or so far as may be necessary in the judgment of the Trustee to cause to be incorporated any such business or partnership (general, limited or special) and to use the funds of the trust estate to protect the interests of this trust in any contract, business or partnership (general, limited or special) which I may at any time, whether inter vivos or testamentary, transfer to this trust or to protect any interest which this trust may have in the securities of any such corporation. I grant to my Trustee the power to do all the acts in connection with the businesses which I could have done had I then owned such business interests, or to delegate such powers to any partner, manager or employee, without liability for any loss occurring therein. I authorize the Trustee to make public or private sale of the business or businesses, and the real and personal property thereof, at such time or place, and for such price, and upon such terms as to cash or credit, with or without security for the purchase price, as the Trustee may deem best, and to execute all necessary assignments and conveyances to the purchasers, without liability on the part of the purchasers to see to the application of the purchase monies.

8. To vote in person or by proxy upon all stocks held by the Trustee; to unite with other owners of similar property in carrying out any plan for the reorganization of any corporation or company whose securities form a portion of the trust estate; to exchange the securities of any corporation for other securities upon such terms as the Trustee shall deem proper; to assent to the consolidation, merger, dissolution or reorganization of any such corporation; to lease the property or any portion thereof of such corporation to any other corporation; to pay all assessments, expenses and sums of money as the Trustee may deem expedient for the protection of the interest of the trust estate as the holder of such stocks, bonds or other securities; and generally, to exercise, in respect to all securities held by the Trustee, the same rights and powers as are or may be exercised by persons owning similar property in their own right; provided, however, that if, at any time a corporate trustee is serving hereunder it shall purchase or retain stock or obligations of itself or of any holding company, or similar corporation which owns stock of such corporate trustee, then in the election of directors and other matters in which the corporate trustee is prohibited from voting its stock or stock of any holding company or similar corporation which owns stock of a corporate trustee, such stock shall be voted by the eldest adult beneficiary hereunder.

9. To institute and defend any and all suits or legal proceedings relating to the trust estate, in any court, and to employ counsel and to compromise or submit to arbitration all matters of dispute in which the trust estate may be involved, as in the judgment of the Trustee may be necessary or proper.

10. At any time or from time to time to advance money to the trust estate from funds of the Trustee for any purpose or purposes of the trust, and to reimburse the Trustee for the money advanced and interest thereon from the trust property or from any funds belonging to the trust property thereafter coming into the custody of the Trustee from any source.

11. To pay from and out of the income of the trust property any and all expenses reasonably necessary for the administration of the trust, including interest, taxes, insurance, including public liability insurance, and compensation to the Trustee, as well as any other expense incurred for the benefit of the trust estate, and if the income from the trust property is insufficient for the purpose of paying such expenses, to pay the same from the corpus of the trust estate.

12. To execute and deliver any and all contracts, conveyances, transfers, or other instruments and to do any acts necessary or desirable in the execution of the powers herein vested in the Trustee.

13. To determine whether any money or property coming into the Trustee's hands shall be treated as a part of the principal of the trust or a part of the



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

14. To appoint, employ, remove and compensate such attorneys, accountants, custodians, 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; and to delegate all or any part of the investment powers contained herein to such interested counselors, consultants or managers as the Trustee deems appropriate.

15. In making any division of the trust property into shares for the purpose of any distribution thereof directed or permitted by the provisions of this Trust Agreement, the Trustee may make such division or distribution either in cash or in kind, or partly in cash and partly in kind, as the Trustee shall deem most expedient, and in making any division or distribution in kind, the Trustee may allot any specific security or property, or any undivided interest therein, to any one or more of such beneficiaries, and in such proportions and amounts, considering both equality of distribution and federal income tax basis of trust assets, as the Trustee may deem proper; and to that end, may appraise any or all of the property to be allotted, and the judgment of the Trustee as to the propriety of such allotment and as to the relative value and basis for the purposes of distribution of the securities or property so allotted, shall be final and conclusive upon all persons interested in this trust or in the division or distribution thereof. In allocating, transferring and assigning to any beneficiary, property, or interests in property, in order to equal the total value of a pecuniary gift made to any beneficiary under the terms and provisions hereunder, I caution the Trustee to investigate the income tax impact, if any, that might result to my estate in allocating, transferring and assigning to such beneficiary for such purposes any asset belonging to my estate which would constitute "Income in Respect of a Decedent" pursuant to the then applicable provisions of the Code, and regulations pertaining thereto.

16. If the Trustee owns an interest in the shares of stock of any closely-held family corporation, and the persons named herein as Trustee shall be or shall become affiliated with any such closely-held corporation, serving as employees, officers or directors thereof, I direct that such persons serving as Trustee hereunder shall not be disqualified from employment by any such family corporation or its successor, or the continued employment by the persons for either the same or greater compensation as determined from time to time by the board of directors in office. In the circumstances described in this paragraph, the persons serving as Trustee hereunder shall be exonerated from any claim or demand arising from the fact that they may be receiving or have received compensation for serving as a director, officer and/or employee when serving as Trustee or successor Trustee.

17. The Trustee shall not be personally liable to any beneficiary hereunder for any claim against the trust for the diminution in value of the trust property arising from the compliance by the Trustee with any federal, state or local law, rule or regulation including:

- a. the reporting of or other response to the contamination of trust property by substances or materials prohibited or regulated by federal, state, or local law or that are known to pose a hazard to the environment or to human health,
- b. the reporting of or other response to violations of any other federal, state or local law, rule or regulation involving materials or substances regulated by federal, state or local law or that are known to pose a hazard to the environment or human health, or
- c. other matters relating to environmental laws.

18. The Trustee may, in its discretion, periodically inspect, review and monitor, or require the inspection, review and monitoring of any and all property held in this trust for the purpose of determining compliance with any law, rule or regulation affecting such property, with all expenses of such inspection, review and monitoring to be paid from the income or principal of the trust.

19. The Trustee shall have the power, in order to protect the assets held in any trust created hereunder, to take any and all action it shall reasonably deem necessary, in its sole discretion, to prevent, abate, "clean up", or otherwise respond to any violation of any federal, state or local law, rule, or ordinance affecting any property held in trust related to the generation, use, treatment, transportation, storage, disposal, release, discharge, or contamination by any materials or substances that are prohibited or regulated by federal, state, or local law or that are known to pose a hazard to the environment or human health. Such actions may be taken prior to the initiation of enforcement action by a federal, state or local agency. The Trustee shall obtain an estimate of the cost of such response to such violation or contamination and shall notify the beneficiaries of the trust of the estimated cost of such response. Such beneficiaries shall have the right to pay for such response costs or to authorize payment of such costs by the Trustee from trust assets. If the beneficiaries of the trust for any reason fail to pay for or authorize payment of such costs from trust assets, the Trustee shall be entitled nonetheless to use trust assets to pay such costs or, in its sole discretion, to resign in accordance with the provisions herein regarding the resignation of the Trustee.

20. The Trustee shall have the power, in its sole discretion, to settle or compromise at any time any and all claims against the trust which may be asserted by any federal, state, or local agency or private party involving the alleged violation of any federal, state, or local law, rule or regulation affecting property held in trust.

21. The Trustee shall have the power to disclaim any power which, in the sole discretion of such Trustee, will or may cause the Trustee to be considered an "owner" or "operator" of property held in this trust as those terms are defined in the Comprehensive Environmental Response, Liability and Compensation Act, (CERCLA), as amended from time to time, or which shall otherwise cause the Trustee to incur liability under CERCLA or any other federal, state or local law, rule or regulation. The power to disclaim as contained in this section shall apply to any power, whether actually set forth in this Trust Agreement, incorporated by reference herein, or granted or implied by any statute or rule of law.

22. The Trustee shall have the right to resign at any time it believes there is or may be a conflict between it in its fiduciary capacity and in its individual capacity because of potential claims or liabilities which might be asserted against this trust created because of the type or condition of the assets held in this trust.

Exhibit "C"

SIMULTANEOUS DEATH

If my husband and I should die simultaneously or in circumstances which make it difficult to determine which of us died first, I direct that my husband shall be deemed to have survived me for purposes of distribution hereunder, and I further direct that the provisions hereof shall be construed upon that assumption irrespective of any provisions of law establishing a contrary presumption. If any beneficiary other than my husband shall not be living on the ninetieth (90th) day after the date of my death, I direct that such beneficiary shall be deemed to have predeceased me for the purposes of distribution hereunder, and I direct further that the provisions hereof shall be construed upon that assumption.

TRUSTEE'S LIABILITY

The Trustee is not obligated to pay any premiums or assessments upon any policies of insurance held hereunder, or to keep itself informed with respect to the payment thereof, or to maintain custody of such policies of insurance.

TRUST REVOCABLE

This trust is hereby created and the interest hereunder are vested subject to the express condition and reservation of power in me at any time and from time to time to alter, amend or modify this Agreement with consent of the Trustee, to revoke this Agreement, and to withdraw all or any part of the property constituting the trust estate from the terms of this trust, by an instrument in writing signed by me and delivered to the Trustee. The Trustee shall have a reasonable time after receipt of the writing revoking this trust or withdrawing property from this trust in which to deliver the trust property.

DIVORCE OF GRANTOR AND SPOUSE

Any provision in this entire Trust Agreement to the contrary notwithstanding, the provisions made herein for the benefit of my husband are being made on the assumption that my husband and I shall remain married at all times prior to my death. If my husband and I should divorce at any time prior to my death, then on the date that such divorce shall become final, all rights and benefits of my husband under the terms of this entire Agreement, both prior and subsequent to my death, shall cease, terminate and become null and void, including, but not limited to, any special power of appointment which may