

CERTIFICATION OF TRUST
BARBARA H. MARTIN 1998-C QUALIFIED PERSONAL RESIDENCE TRUST

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

The undersigned, **BARBARA H. MARTIN** ("Affiant" or "Trustee"), as Trustee of the **BARBARA H. MARTIN 1998-C QUALIFIED PERSONAL RESIDENCE TRUST, DATED OCTOBER 13, 1998**, hereby certifies as follows:

1. This Certification of Trust refers to the Barbara H. Martin 1998-C Qualified Personal Residence Trust, dated October 13, 1998, executed by Barbara H. Martin, as Grantor and Trustee (the "Trust"), which holds undivided interests in certain property situated in Shelby County, Alabama.

2. The Affiant was the initial Trustee of the Trust and continues to serve in such capacity as of the date hereof.

3. The address of the Affiant is 1150 Berwick Road, Birmingham, Alabama 35242-7120.

4. With respect to real property, the Trustee is authorized under the Trust to acquire/hold real property, sell/convey real property, encumber/mortgage real property, lease real property, and otherwise deal with interests in real property for and on behalf of and in the name of the Trust.

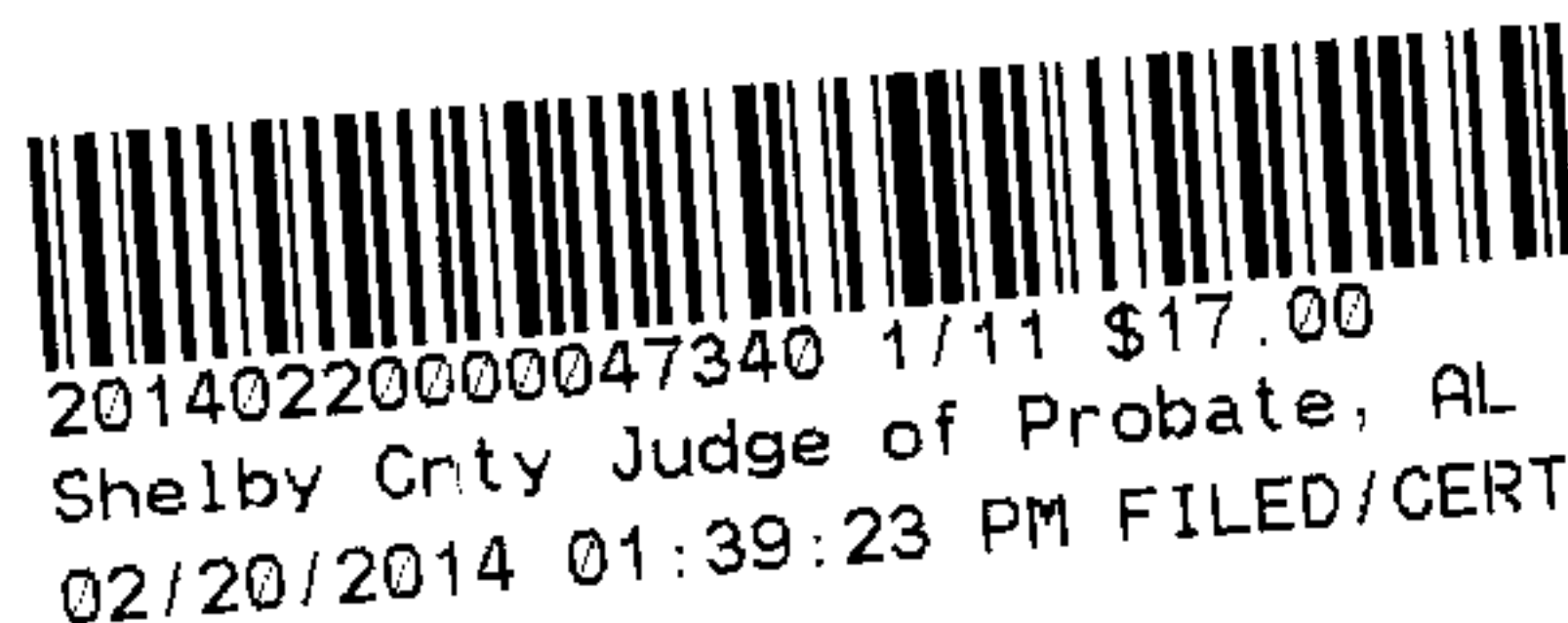
5. Attached hereto are true and correct copies of the pertinent pages of the Trust required to establish the Affiant as the currently acting Trustee under the Trust, and the powers of any trustee or successor trustee under the Trust. Affiant further states that none of the remaining terms or provisions of the Trust, including any amendments thereto, conflict with the terms and provisions set forth in the attachments to this Affidavit.

6. No person or entity paying money to or delivering property to the Trustee shall be required to see to its application. All persons relying on this document regarding the Trustee and Trustee's powers over Trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certification of Trust shall be just as valid as the original.

7. The Trust is irrevocable.

8. The Affiant hereby certifies that there have been no amendments or modifications thereto which terminate, revoke, substitute or otherwise amend the Trustee named herein or otherwise limit the power of the Trustee over Trust property.

9. The undersigned Affiant certifies that the statements made in this Certification of Trust are true and correct and hereby acknowledges and agrees that this instrument is being given with full



understanding that it will be relied upon to establish the truth of the matters set forth herein and may be filed for record in any Probate Office for future reference.

IN WITNESS WHEREOF, I have hereunto set my hand and seal effective as of the 14 day of January, 2014.

Barbara H. Martin
Barbara H. Martin, Affiant

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Barbara H. Martin, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily effective as of the day the same bears date.

Given under my hand and official seal this 14 day of Jan, 2014.
(SEAL) [Signature]
Notary Public
My Commission Expires: 6/23/15

This instrument prepared by:
Craig M. Stephens, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South (35205)
P.O. Box 55727
Birmingham, Alabama 35255-5727


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**BARBARA H. MARTIN
1998-C QUALIFIED PERSONAL RESIDENCE TRUST**

I, BARBARA H. MARTIN, of Birmingham, Alabama, the grantor, hereby transfer to BARBARA H. MARTIN, as trustee of the "BARBARA H. MARTIN 1998-C QUALIFIED PERSONAL RESIDENCE TRUST," the real property identified in the attached Schedule of Property, which property and all additions, investments, and accretions shall be held upon the following terms:

ARTICLE I

Trust Irrevocable

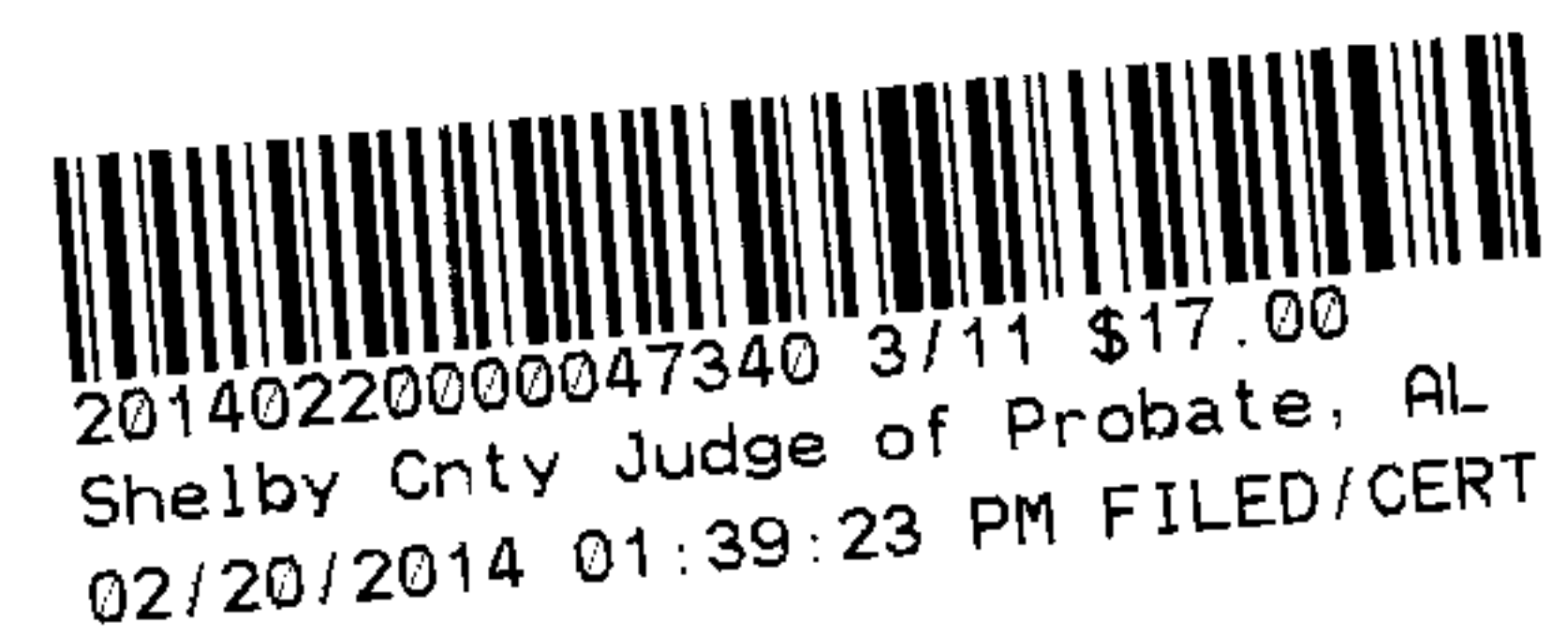
I waive irrevocably all rights, power and authority to amend or revoke this instrument or any trust hereby evidenced.

ARTICLE II

Settlor's Rights During Income Term

A. The "Income Term" means the period commencing on the date of this instrument and ending on the first to occur of the following: (i) the date that is 32 years after the date of this instrument, and (ii) the date of my death. During the Income Term, the trustee shall:

1. Hold for my use and enjoyment, and permit me to personally use and enjoy, any personal residence from time to time constituting a portion of the trust principal, subject to the trustee's powers of sale hereinafter set forth;



ARTICLE X

Financial Powers

A. In addition to all powers granted by law, the trustee shall have the following powers with respect to each trust held under this instrument, exercisable in the discretion of the trustee:

1. To collect the income on trust property.
2. To compromise, abandon, adjust and settle in the trustee's discretion any claim in favor of or against the trust.
3. To hold and retain without liability for loss or depreciation any property or securities transferred to the trustee or to which the trustee becomes entitled, including any partnership interest (whether general, limited or special), shares of regulated investment companies or trusts (whether open-end or closed-end), interests as members in limited liability companies, stock or interest in any family corporation, partnership or enterprise, without regard to any statutory or constitutional limitations applicable to the investment of funds and though the retention might violate principles of investment diversification, so long as the trustee shall consider the retention for the best interests of the trust.
4. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, auction, convey, exchange, transfer, lease or rent for a period beyond the term of the trust (or for a lesser period) for improvement or otherwise, or to grant options, or otherwise dispose of all or any portion of the trust in such manner and upon such terms and conditions as the trustee may approve.
5. To invest and reinvest the trust or any portion thereof in such loans, bonds, common or preferred stocks, notes, mortgages, participations in mortgages, common trust funds, securities, shares of regulated investment companies or trusts, currencies, partnerships (whether general, limited, or special), interests as members in limited liability companies, or other property, real or personal (including undivided interests therein and partial interests such as life estate, term or remainder interests), domestic or foreign, or to purchase and sell options

(including listed options), or to exercise options, rights, or warrants, and to purchase securities or other property as the trustee may deem suitable, whether so-called "legal" investments of trust funds or not, provided, however, that the corporate trustee, acting alone, is authorized to make temporary investments in interest bearing securities and notes, and to purchase and sell fractional shares and subscription rights to which the trust may become entitled.

6. To vote any stock or other security held hereunder in person, or by special, limited or general proxy, with or without power of substitution, or to refrain from voting the same, and to waive notice of any meeting and to give consent for or with respect thereto; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation.

7. To continue or dispose of any business enterprise without liability therefor, whether such enterprise be in the form of a sole proprietorship, partnership, corporation, limited liability company or otherwise, and to develop, add capital to, expand or alter the business of such enterprise, to liquidate, incorporate, reorganize, manage or consolidate the same, or change its charter or name, to enter into, continue or extend any voting trust for the duration of or beyond the term of the trust, to appoint directors and employ officers, managers, employees or agents (including any trustee or directors, officers or employees thereof) and to compensate and offer stock options and other employee or fringe benefits to them, and in exercising the powers in relation to such business enterprise, to receive extra or extraordinary compensation therefor.

8. To subdivide or otherwise develop, and to change the use or purpose of, any real estate constituting a part of the trust into residential, recreational, commercial, cemetery, or other usage, to construct, alter, remodel, repair or raze any building or other improvement located thereon, to release, partition, vacate, abandon, grant easements in or over, dedicate or adjust the boundaries as to any such property. The trustee shall not be liable for any loss or depreciation in value sustained by the trust as a result of the trustee abandoning any property, unless the trustee acted with gross negligence.

9. To operate farms and woodlands with hired labor, tenants or sharecroppers, to acquire real estate, crop allotments, livestock, poultry, machinery, equipment, materials, and any other items or production in connection therewith, to clear, drain, ditch, make roads, fence and plant part or all of such real estate, and to employ or enter into any practices or programs to conserve, improve or regulate the efficiency, fertility and production thereof, to improve, sell, auction or exchange crops, timber or other products thereof, to lease or enter into other management, cutting, production or sales contracts for a term beyond the possible

termination of the trust or for a less period, to employ the methods of carrying on agriculture, animal husbandry and silviculture which are in use in the vicinity of any of such real estate or which the trustee deems otherwise appropriate, to make loans or advances at interest for production, harvesting, marketing or any other purpose hereunder, in such manner and upon such terms and conditions as the trustee may approve, and in general to take any action which the trustee deems necessary or desirable in such operation of farms and woodlands.

10. To drill, explore, test, mine or otherwise exploit oil, gas, or other mineral or natural resources, to engage in absorption, repressuring, and other production, processing or secondary recovery operations, to install, operate and maintain storage plants and pipelines or other transportation facilities, to engage in any of the above activities directly under such business form as the trustee may select or to contract with others for the performance of them, and to enter into and execute oil, gas, and mineral leases, division and transfer orders, grants, farm-out, pooling or unitization agreements, and such instruments or agreements in connection therewith as the trustee deems necessary or desirable.

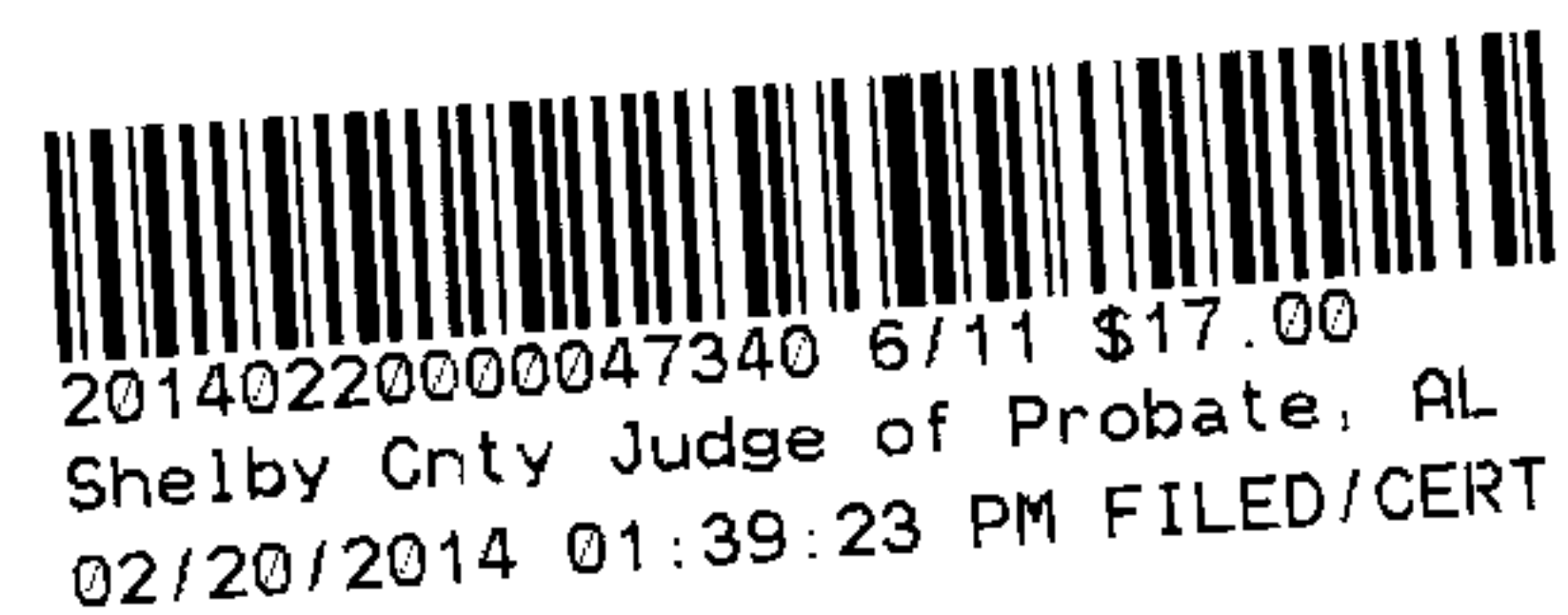
11. To borrow money from any lender, including the trustee, for such time and upon such terms as the trustee sees fit, with or without security on or mortgage of any real property or upon pledge of any personal property held hereunder, and to execute mortgages or collateral agreements therefor as necessary.

12. To advance money to or for the benefit of any trust for any purpose of the trust, and the trustee shall be reimbursed for the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.

13. To lend money to the personal representative of my estate or the estate my spouse, and to purchase property from the personal representative of either estate and retain it for any period of time without limitation, and without liability for loss or depreciation in value, notwithstanding any risk, unproductivity, or lack of diversification.

14. To hold money in a custody arrangement while awaiting distribution or investment under the terms hereof, even though such money be commingled with other funds of the trustee (in which case the trustee shall keep a separate account of the same on the books of the trustee), and the trustee shall not be required to pay interest thereon.

15. To appoint, employ, remove and compensate such attorneys, agents and representatives, individual or corporate, as the trustee deems necessary or desirable for the administration of the trust, and to treat as an expense of the trust any compensation so paid.



16. To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the trustee, in the name of a nominee, or in unregistered form.

17. To keep any property constituting a part of said trust properly insured against hazards, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon said property, and to create reserves for depreciation, depletion or such other purposes as the trustee deems necessary or desirable.

18. To determine whether any money or property coming into the hands of the trustee shall be treated as a part of the principal of the trust or a part of the income therefrom, and to apportion between principal and income any loss or expenditure in connection with the trust, in each case in accordance with the provisions of the Alabama Principal and Income Act, if applicable, or if not applicable, as the trustee may deem just and equitable.

19. To pay from income any expenses reasonably necessary for the administration of the trust, and in the event the income is insufficient for such payments, the same shall be paid from the principal thereof.

20. To exercise any power hereunder, either acting alone or jointly with others.

21. To divide or distribute the trust property as provided for hereunder in cash or in kind, or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; to determine the value of any property so allocated, divided, or distributed; and to determine the share and identity of persons entitled to take hereunder.

22. To deal with the fiduciary or fiduciaries of any other trust or estate, even though the trustee is also the fiduciary or one of the fiduciaries of the other trust or estate.

23. To make purchases and sales, outright or financed, by way of short sales, puts, calls, straddles, and sales against the box, on margin or otherwise, covered or uncovered, whether of commodities, precious metals, financial instruments, contracts for future delivery, or other investment media, however speculative, and for the purpose of enabling the trustee to exercise the powers granted under this subparagraph, to maintain and operate margin accounts,

discretionary accounts, or any other type of brokerage accounts, and to pledge or mortgage the trust property as security for loans or advances made to the trustee in conjunction with any transactions permitted under this subparagraph.

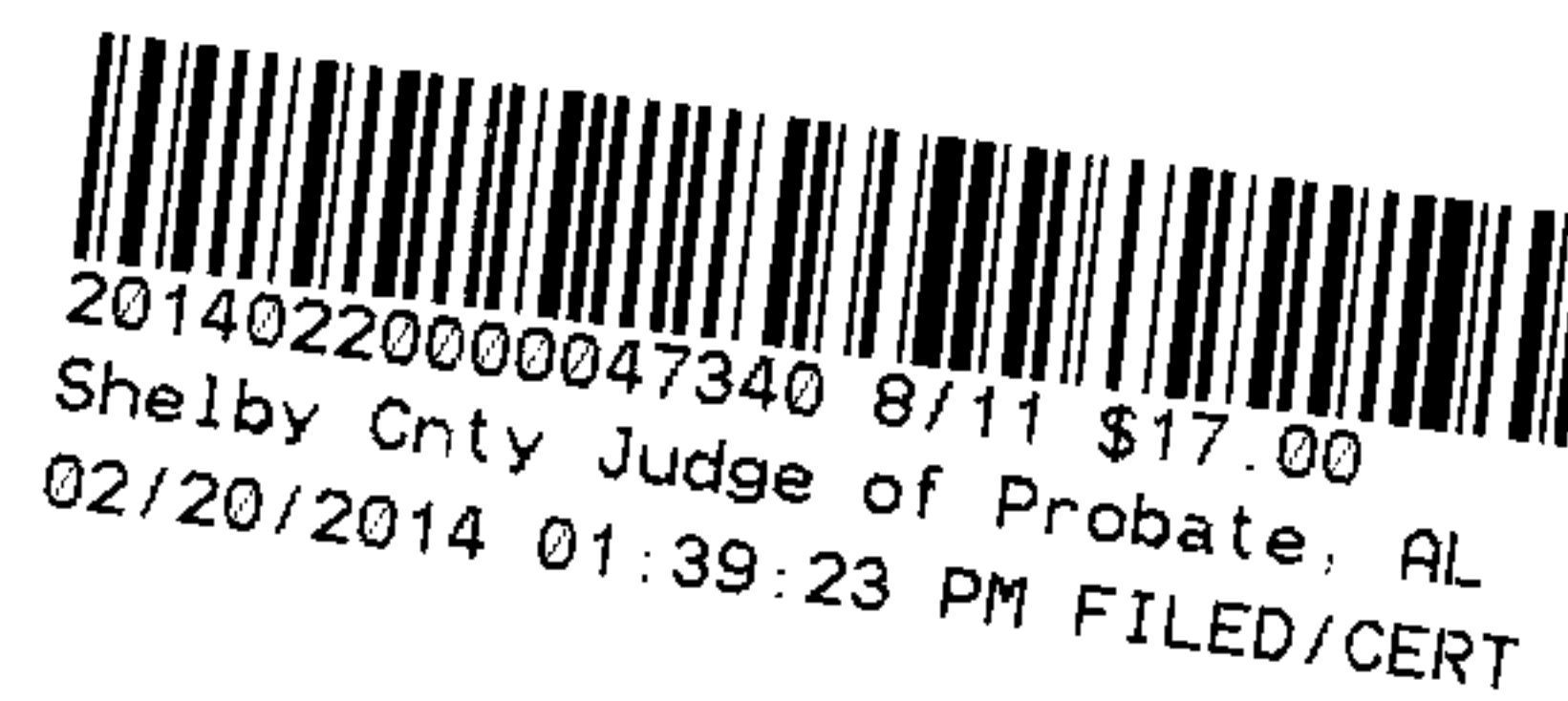
24. To retain or invest in (alone or jointly with others) life insurance, annuity or endowment policies, or policies incorporating combined life, annuity or endowment features ("insurance policies"), in such form, on such life or lives and on such terms as the trustee considers advisable.

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

26. To make such elections and allocations under the tax laws permitted to be made by the trustee as the trustee considers advisable (whether or not the election relates to trust property), without regard to, or adjustments between principal and income or the relative interests of the beneficiaries.

27. To merge at any time after the end of the Income Term all the trust property with the trust property of any trust created by my spouse or me during life or by will and held by the same trustee for the benefit of the same beneficiaries upon substantially the same terms and conditions as those set forth herein, and at the trustee's discretion, either administer the merged assets as a single trust hereunder or transfer the trust property to that other trust, to be administered under the instrument governing that other trust, and thereafter terminate the trust hereunder as a separate entity.

28. To receive, after the end of the Income Term, any property, real or personal, to be added to the trust, from me in any event (and, if the trustee consents in writing, from any other person) by lifetime or testamentary transfer or otherwise; provided, however, that the trustee may require, as a prerequisite to accepting property, that the donating party provide evidence satisfactory to the



trustee that (i) the property is not contaminated by any hazardous or toxic materials or substances; and (ii) the property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release, or discharge of any hazardous or toxic materials or substances.



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I now sign this trust agreement on October 13, 1998.

GRANTOR:

Barbara H. Martin
Barbara H. Martin

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that BARBARA H. MARTIN, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 13th day of October, 1998.

[NOTARIAL SEAL]

Deborah N. Muth
Notary Public

Print Name: Deborah N. Muth

My Commission Expires: MY COMMISSION EXPIRES MAY 10, 2001


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Shelby Cnty Judge of Probate, AL
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The trusts created by the foregoing instrument are accepted as of the day and year last above written.

TRUSTEE:

Barbara H. Martin
Barbara H. Martin

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that BARBARA H. MARTIN, whose name is signed to the foregoing instrument as Trustee of the Barbara H. Martin 1998-C Qualified Personal Residence Trust, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 13th day of October, 1998.

[NOTARIAL SEAL]

Deborah N. Muth
Notary Public

Print Name: Deborah N. Muth

My Commission Expires: MY COMMISSION EXPIRES MAY 10, 2000


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