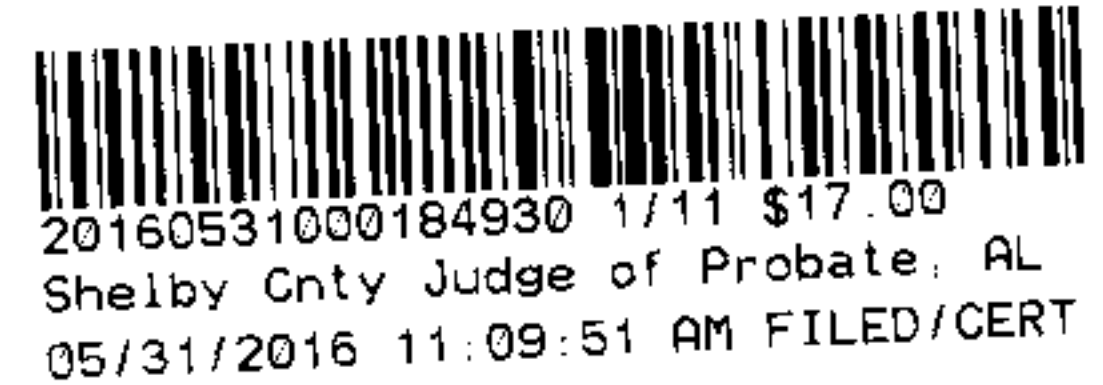


CERTIFICATION OF TRUST



STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

The undersigned, **GILDA B. BAYEGAN** (the "Affiant" or the "Trustee"), as **Trustee of the Terry Rone Frew Management Trust, dated December 13, 2010**, hereby certifies as follows:

1. On or about December 13, 2010, a trust (the "Trust") was validly established pursuant to that certain revocable trust agreement entitled the "Terry Rone Frew Management Trust" entered into by Terry Rone Frew, as "Grantor," and Gilda B. Bayegan, as "Trustee," (the "Trust Agreement"), and said Trust Agreement has not been revoked or terminated and is currently in existence; and there have been no amendments or modifications thereto which would terminate, revoke, or substitute or otherwise amend the trustee(s) serving under the Trust Agreement or otherwise limit the power of any such trustee over any Trust property.
2. Terry Rone Frew (the "Trust Grantor"), died on or about March 1, 2015, as evidenced by the attached copy of her death certificate.
3. The Trust Agreement was revocable only during the life of the Trust Grantor and, by virtue of her death, is now irrevocable.
4. The Affiant was the initial Trustee under the Trust Agreement and continues to serve in said capacity.
5. The mailing address of the Affiant is 3012 Mid Lane, Houston, Texas 77027-5608.
6. The Trustee is authorized under the Trust Agreement to acquire, sell, mortgage, pledge, encumber, lease, borrow, manage and otherwise dispose of, transfer title to, and deal with interests in real or personal property, and to execute any and all deeds, affidavits, certifications or any other documents required in connection with any such acquisition, sale, mortgage, pledge, encumbrance, lease, or other transfer of real or personal property.
7. Attached hereto are true and correct copies of the pertinent pages of the Trust Agreement required to establish the Affiant as the currently acting Trustee under the Trust Agreement and of the Trust, and the powers of any trustee or successor trustee under the Trust Agreement. Affiant further states that none of the remaining terms or provisions of the Trust Agreement, including any amendments thereto, conflict with the terms and provisions set forth in the attachments to this instrument.

8. 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 the 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.

10. This instrument is being executed by the Affiant solely in her fiduciary capacity as named herein, and neither this instrument nor anything herein contained shall be construed as creating any indebtedness or obligation on the part of the undersigned in her individual capacity, and the undersigned expressly limits her liability hereunder solely to the property now or hereafter held by her as the Trustee of the Trust.

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.

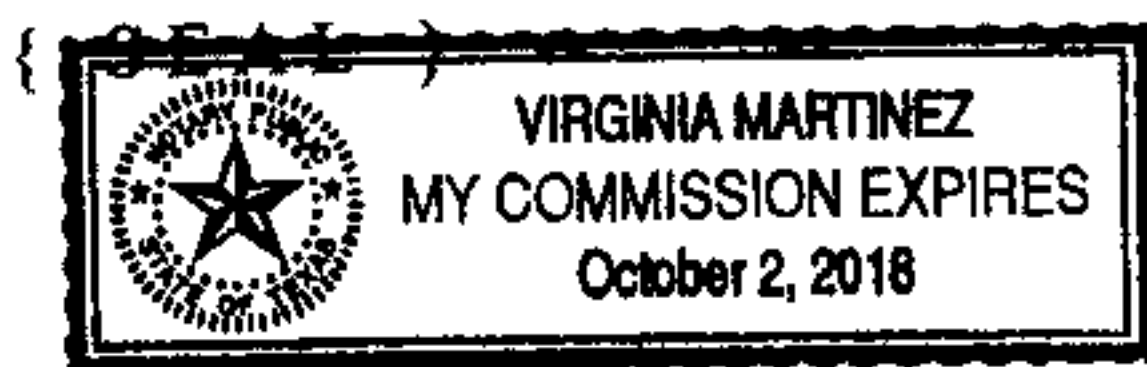
IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal on this 5th day of November, 2015.

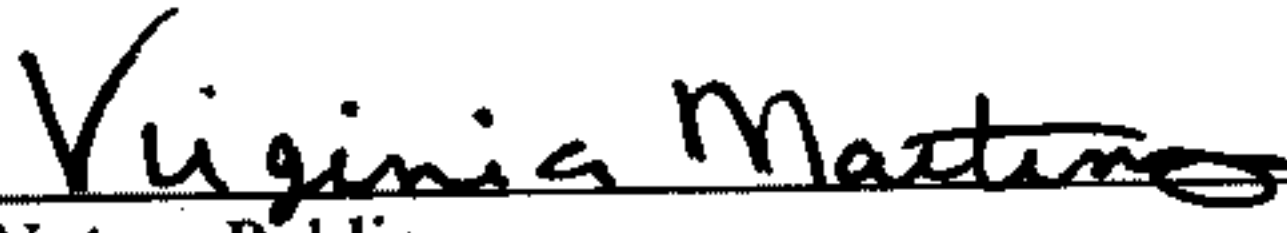

Gilda B. Bayegan, as Trustee of the Terry Rone Frew Management Trust, dated December 13, 2010

STATE OF TEXAS)
)
COUNTY OF HARRIS)

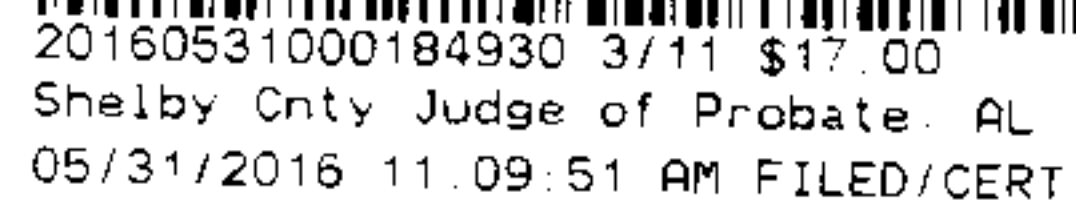
I, the undersigned authority, a Notary Public in and for the State of Texas at Large, hereby certify that Gilda B. Bayegan, whose name as Trustee of the Terry Rone Frew Management Trust, dated December 13, 2010, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she, in her capacity as such Trustee and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of November, 2015.




Notary Public
My Commission Expires: October 2, 2018

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



CITY OF HOUSTON, TEXAS, USA

AMENDMENT TO MEDICAL CERTIFICATION OF CERTIFICATE OF DEATH

DATE ISSUED: APR 16 2013

DATE ISSUED: APR 20 1974

This is to certify that this is a true and correct reproduction of the original record as recorded in this office, issued under authority of Section 191.051, Health and Safety Code of Texas. This copy not valid without engraved border displaying seal and signature of the Registrar.

Lisa Albertine
Lisa Albertine, Registrar
BUREAU OF VITAL STATISTICS





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Shelby Cnty Judge of Probate, AL
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TERRY RONE FREW MANAGEMENT TRUST

AS OF THE 13th day of December, 2010, I, TERRY RONE
FREW, the undersigned Grantor, hereby enter into this Trust Agreement with GILDA B. BAYEGAN, the
undersigned Trustee, as follows:

WITNESSETH:

WHEREAS, I desire to grant, out of my present holdings and property, and create
therewith a trust, which shall be for my benefit and for the benefit of other beneficiaries named herein;
and

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

WHEREAS, I may hereafter cause certain policies of insurance to be made payable to the
Trustee, and may hereafter desire to make gifts of other property to the Trustee during my lifetime or by
means of provisions in my Last Will and Testament;

NOW, THEREFORE, in consideration of the premises and the love and affection which I
have for the beneficiaries named herein, and of other good and valuable consideration received by the
Trustee, I do hereby direct that the proceeds of said policies of insurance, and any other property, whether
real or personal, received by the Trustee shall be held by it, for the uses and purposes, upon the terms and
conditions, and with the powers and duties hereinafter stated.


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Shelby Cnty Judge of Probate, AL
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ITEM VIII

TRUST REVOCABLE

(a) This trust is hereby created and the interests hereunder are 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, to revoke this Agreement, and to withdraw all or any part of the property constituting said trust estate from the terms of this trust, by an instrument in writing signed by me and delivered to the Trustee. Furthermore, my attorney-in-fact acting under a power of attorney may alter, amend, modify, revoke or terminate any of the provisions of this Trust Agreement on my behalf by notice 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. Any exercise of a power of amendment or modification substantially affecting the duties, rights and liabilities of the Trustee shall be effective upon the Trustee only if agreed to by the Trustee in writing, and the Trustee's failure to agree to such amendment or modification shall be deemed a resignation by the Trustee.

(b) No beneficiaries of this trust other than me shall have any enforceable rights or be entitled to any other information or notice regarding this trust during my lifetime.

(c) This trust shall become irrevocable upon my death.


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ITEM IX

TRUSTEES

(a) Gilda B. Bayegan shall serve and act as the initial Trustee of the trusts created in this Trust Agreement. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of Gilda B. Bayegan, then I direct that Mohammad M. Bayegan shall serve and act as Trustee of the trusts created in this Trust Agreement. My Trustee last serving shall have the right to designate as a successor Trustee any bank or trust company having, at the time of such designation, total resources or assets under management of not less than One Hundred Twenty-Five Million Dollars (\$125,000,000.00), or any one or more individuals. Such designation shall be by a writing signed by my said Trustee, properly notarized and attached to this Trust Agreement.

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Shelby Cnty Judge of Probate, AL
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ITEM XI

DUTIES AND POWERS

In the management and control of any trust created by the terms of my Trust Agreement, the Trustee, in its sole judgment and discretion, may do and have done with respect to the 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 interest of the trust estates and of the beneficiaries thereof, in like manner as if the Trustee were entitled to said property beneficially, and every determination of the Trustee in the construction of the powers conferred upon the Trustee, or in any manner committed to the discretion of the Trustee, or with respect to which the Trustee may be empowered to act hereunder, whether made upon a question formally or actually raised or implied in relation of the premises, shall be binding upon all persons interested in the trusts, and shall not be objected to or questioned on any grounds whatsoever. The Trustee shall have all of the powers conferred upon trustees by the Texas Trust Code, and by any future amendments to the Texas Trust Code or any corresponding statute, except for any instance in which the Texas Trust Code, as amended, or any such other statutory provisions may conflict with the express provisions of this Trust Agreement, in which case the express provisions of this Trust



Agreement shall control. Without in any way limiting the generality of the foregoing, but solely in order to define with particularity certain of the powers herein vested in the Trustee, the Trustee shall have and may, in its judgment and discretion, and except as specifically herein provided, without notice to anyone or order of court, exercise, among others, the following powers, to be broadly construed with reference to each trust estate and each share thereof:

a) To sell, exchange, transfer or convey, either before or after option granted, all or any part of said trust estate upon such terms and conditions as the Trustee sees fit, to invest and reinvest said 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, registered mutual funds (including funds for which the trustee, or an affiliate of the trustee, provides investment advisory, custodial or other compensated services), interests in limited liability companies, partnership interests of any kind, currencies, or other property, including partial interests therein, such as life estate, term or remainder interests, real or personal, whether so-called "legal" investments of trust funds or not, as to the Trustee may deem necessary or desirable. The Trustee may delegate all or any part of the above powers to such investment counselors, consultants or managers as it deems appropriate.

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

c) To borrow money for such time and upon such terms as the Trustee sees fit, without security or on mortgage of any real estate or upon pledge of any personal property held by the Trustee hereunder, and to execute mortgages or pledge agreements therefor.

d) To hold any property or securities originally received by Trustee as a part of said trust estate, particularly including any stock or interest in any family corporation, partnership or enterprise, and also 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, so long as the Trustee shall consider the retention thereof in the best interest of said trust estate, irrespective of whether such property or securities are a so-called "legal" investment of trust funds, without liability for depreciation or loss through error of judgment, and in disposing of any property constituting a part of said trust estate, to acquire other property which is not a so-called "legal" investment of trust funds, 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, where such course is, in the opinion of the Trustee, in the best interests of said trust estate.

e) To determine whether any money or property coming into its hands shall be treated as a part of the principal of said trust estate or a part of the income therefrom, to apportion between such principal and income any loss or expenditure in connection with said trust estate as to it may seem just and equitable, and to set up reserves out of income to meet such items of depreciation, obsolescence, future repairs or amortization of indebtedness deemed by the Trustee to be a proper charge against income. In those instances in which the beneficiary hereunder is serving as sole Trustee, income and principal shall be apportioned in accordance with the terms and provisions of the Texas Principal and Income Act.



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f) To keep any property constituting a part of said trust 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.

g) To hold any or all securities or other property in bearer form, in the name of the Trustee, or in the name of the nominee of the Trustee, without disclosing any fiduciary relationship.

h) To exercise the voting rights of interests in any entities owned by the trust, in person or by proxy upon all stocks held by the Trustee, to unite with other owners of similar property in carrying out any plans 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 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 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 and ownership interests in entities held by it, 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 said corporate Trustee is prohibited from voting its own 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 competent adult beneficiary hereunder.

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

j) 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 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 Trustee from any source.

k) To pay, from and out of the income of the trust property, any and all expenses reasonably necessary for the administration of the trusts, 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 in the event 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.

l) 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.



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IN WITNESS WHEREOF, the parties have executed this instrument by affixing their hands and seals in duplicate, on the day and year herein first written.

Walter T. Hight
Witness
[Signature]
Witness

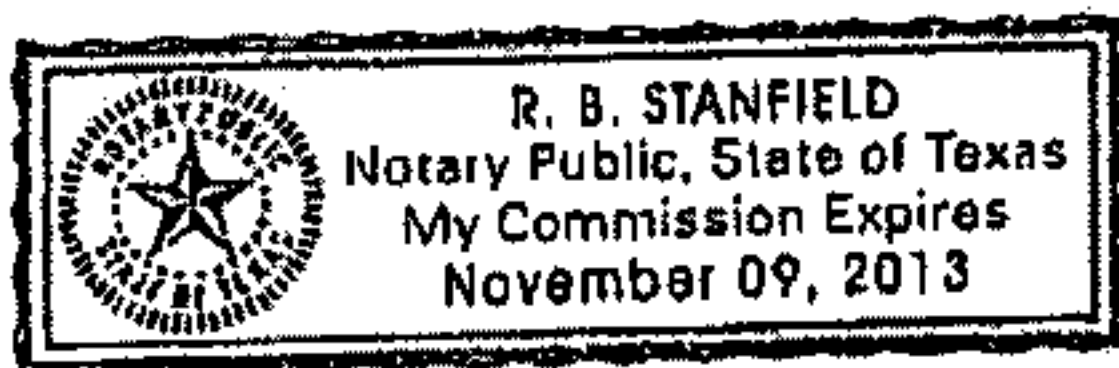
Terry Rone Frew (SEAL)
Terry Rone Frew, as Grantor

Gilda B. Bayegan (SEAL)
Gilda B. Bayegan, as Trustee

STATE OF TEXAS
COUNTY OF HARRIS

I, the undersigned authority in and for the State of Texas at Large, hereby certify that Terry Rone Frew, whose name is signed to the foregoing instrument as Grantor, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 13th day of December, 2010.



R. B. Stanfield
Notary Public
My Commission Expires: 11-9-13

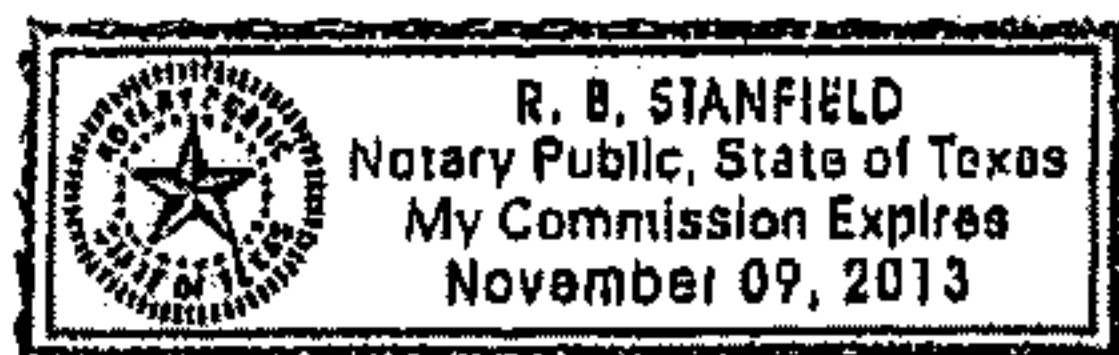
[SEAL]

STATE OF TEXAS
COUNTY OF HARRIS

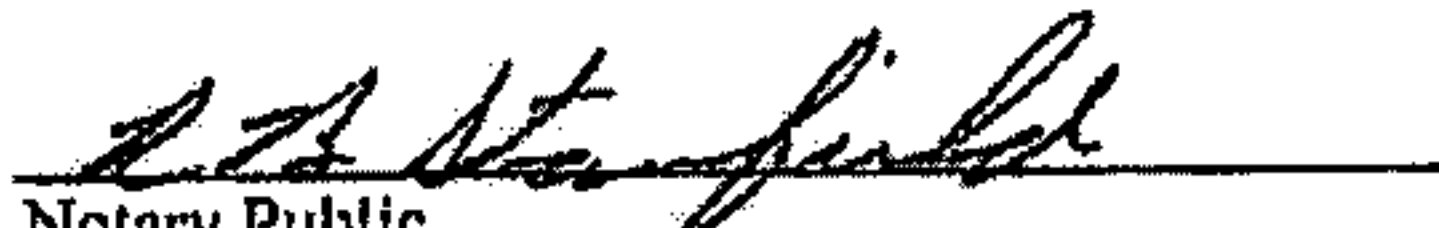

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I, the undersigned, a Notary Public in and for the State of Texas at Large, hereby certify that Gilda B. Bayegan, whose name is signed to the foregoing instrument as Trustee, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 13th day of December, 2010.



[SEAL]


Notary Public
My Commission Expires: 11-9-13