

CERTIFICATION OF TRUST -BETTY GOFF HUGHES MANAGEMENT TRUST UNDER TRUST AGREEMENT DATED OCTOBER 8, 2015

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

The undersigned, BETTY GOFF HUGHES ("Affiant" or "Trustee"), as Trustee of the BETTY GOFF HUGHES MANAGEMENT TRUST UNDER TRUST AGREEMENT DATED OCTOBER 8, 2015, hereby certifies as follows:

- 1. On or about October 8, 2015, a trust (the "Trust") was validly established pursuant to that certain revocable trust agreement entitled the "Betty Goff Hughes Management Trust" (hereinafter, together with any and all amendments thereto or restatements thereof at any time hereafter made, referred to as the "Trust Agreement") entered into by Betty Goff Hughes, as both "Grantor" and "Trustee" thereunder, and said Trust Agreement has not been revoked or terminated and is currently in existence; and there have been no amendments or modifications thereto which would terminate, revoke, or substitute or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. The Trust is revocable during the life of the Grantor, Betty Goff Hughes.
- 3. The Affiant was the initial Trustee serving under the Trust Agreement and of the Trust created thereunder and continues to serve in such capacity as of the date hereof.
 - 4. The mailing address of the Affiant is 4639 Lightwood Road, Deatsville, Alabama 36022.
- 5. With respect to real property, the Trustee is authorized under the Trust Agreement 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.
- 6. Title to Trust property may be taking in the following name (or such other name as shall be sufficient to properly identify the Trustee and the Trust): Betty Goff Hughes, or any successors(s), as Trustee of the Betty Goff Hughes Management Trust under Trust Agreement Dated October 8, 2015.
- 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 of the Trust serving under the Trust Agreement, 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 conflict with the terms and provisions set forth in the attachments to this Affidavit.
- 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.

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.

Betty Goff Hughes, as Trustee of the Betty Goff Hughes Management Trust under Trust Agreement Dated October 8, 2015

STATE OF ALABAMA

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Betty Goff Hughes, whose name as Trustee of the Betty Goff Hughes Management Trust under Trust Agreement Dated October 8, 2015, 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, 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 ______ day of ___

(SEAL)

NOTARY PUBLIC

Notary Public

My Commission Expires:

This instrument prepared by:

Katherine N. Barr, Esq. Sirote & Permutt, P.C. 2311 Highland Avenue South (35205) P.O. Box 55727 Birmingham, Alabama 35255-5727

Shelby Cnty Judge of Probate, AL

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BETTY GOFF HUGHES MANAGEMENT TRUST

AS OF THE ________, day of _________, 2015, I, BETTY GOFF

HUGHES, the undersigned Grantor and Trustee, hereby enter into this Trust Agreement as follows:

WITNESSETH:

WHEREAS, I desire to create a trust for my 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 make gifts of 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 mentioned hereinabove, and of other good and valuable consideration received by the Trustee, I do hereby direct that any 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.

ITEM I

INTRODUCTION

I am presently unmarried, my husband, George E. Hughes, having predeceased me. As of the date of this Trust Agreement, I have one child, a daughter whose name is Carla Jo Hughes. For the purposes of this Trust Agreement, references to my "daughter" shall mean the daughter named herein.

ITEM II

GRANT OF TRUST

I do hereby grant, assign, set over, transfer and deliver to the Trustee, its successors and assigns, the property listed on Exhibit "A" attached hereto. The Trustee shall hold the trust property

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herein transferred, and such additional property as may be hereafter acquired by the Trustee under the terms and provisions of this trust, as well as the interest, income and profits to be received therefrom, and/or from the investment or reinvestment of such property (all of which property being hereinafter sometimes referred to as the "trust estate"), as is more specifically set out herein.

TO HAVE AND TO HOLD, all and singular, the above-described property and the interest, income and profits thereof, unto the said Trustee, its successors and assigns, for the following uses and purposes, and subject to the terms, conditions, powers and agreements hereinafter specified.

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ITEM VIII

TRUST REVOCABLE

This trust is hereby created and the interests hereunder are subject to the express (a) 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. 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

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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.

ITEM IX

TRUSTEES

I shall serve 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, then Donna Brantley McDurmont shall serve as 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 Donna Brantley McDurmont, then Robert Potter shall serve as 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 Robert Potter, then Jon Michael Hall shall serve as Trustee of the trusts created in this Trust Agreement. The Trustee last serving shall have the right to designate as a successor Trustee any bank or trust company or any one or more individuals other than Carla Jo Hughes. Such designation shall be by a writing signed by the said Trustee, properly notarized and attached to this Trust Agreement.

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ITEM X

DUTIES AND POWERS

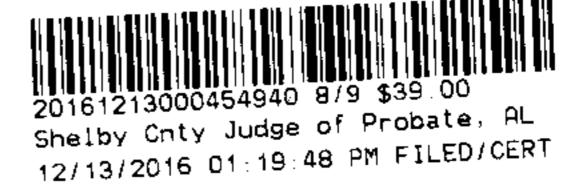
The Trustee shall hold and manage the property devised to it hereunder and such other property as it may subsequently acquire pursuant to the power and authority herein given to it with full power to collect the income therefrom and from time to time to sell, convey, exchange, lease for a period beyond the possible termination of the trust, or for a less period, improve, encumber, borrow on the security of, or otherwise dispose of, all or any portion of said trust estate, in such manner and upon such

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terms and conditions as said Trustee may approve, and with full power 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, as to the said Trustee may seem suitable, and to change investments and to make new investments from time to time as the said 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. The Trustee may continue to hold any property or securities originally received by it as a part of said trust estate, particularly including any stock or interest in any family corporation, partnership or interest, so long as it shall consider the retention thereof for the best interests of said trust estate, regardless of whether such property or securities are a so-called "legal" investment of trust funds. In the disposition of any property constituting a part of said trust estate, the Trustee may acquire other property not a so-called "legal" investment of trust funds where such course is, in its opinion, for the best interest of said trust estate. The Trustee shall have power to determine whether any money or property coming into its hands shall be treated as a part of the principal of the trust estate or a part of the income therefrom, and to apportion between such principal and income, any loss or expenditure in connection with said trust estate as it may deem just and equitable. The Trustee shall have the power to make adjustments between principal and income, pursuant to the authority and requirements in Section 19-3A-104 of the Code of Alabama 1975.



IN WITNESS WHEREOF, the undersigned has executed this instrument as Grantor and

Trustee by affixing her hand and seal, on the day and year herein first written.

Witness Betty Golf Hughes, as Grantor and as Trustee

Witness

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority in and for the State of Alabama at Large, hereby certify that Betty Goff Hughes, whose name is signed to the foregoing instrument as Grantor and 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 ______ day of ________, 2015.

Notary Public

My Commission Expires:

MY COMMISSION EXPIRES MAY 23, 2019

[SEAL]

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