

This instrument prepared by:

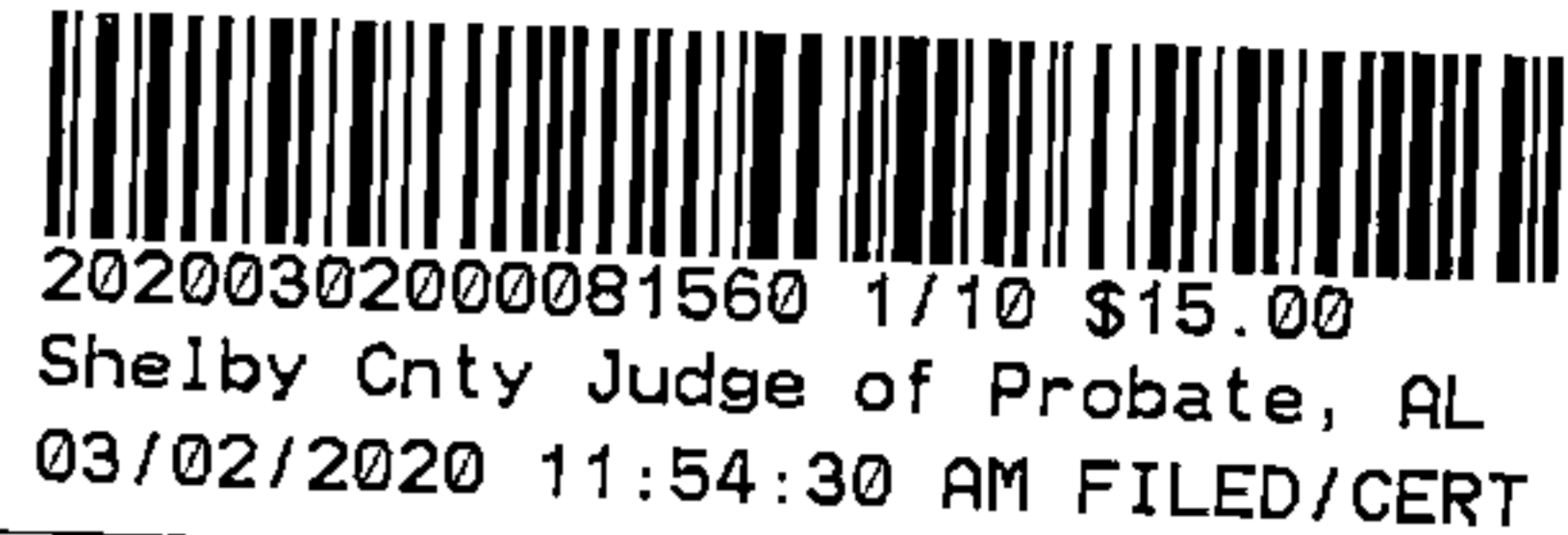
Craig M. Stephens, Esq.

Sirote & Permutt, P.C.

2311 Highland Avenue South (35205)

P.O. Box 55727

Birmingham, Alabama 35255-5727



**CERTIFICATION OF TRUST
DOWNS FAMILY TRUST - 2012**

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

Effective as of the 25th day of February, 2020, the undersigned, **William M. Schroeder, Jr. and Shane D. Schroeder** (each an "Affiant" or "Trustee" and collectively "Affiants" or "Trustees"), as Trustees of the **Downs Family Trust - 2012 u/a/d November 20, 2012**, hereby certify as follows:

1. David P. Downs, as "Grantor" thereunder, and the Affiants herein, as "Trustees" thereunder, entered into that certain trust agreement dated November 20, 2012, entitled the "Downs Family Trust - 2012" (the "Trust Agreement") under which a trust (the "Trust") was created for the benefit of the descendants of the said David P. Downs, who is one and the same person as David Parker Downs ("David Downs").

2. The Trust Agreement is irrevocable.

3. David Downs died on or about February 3, 2019, and his probate estate is being administered by the Probate Court of Shelby County, Alabama, as Case No. PR-2019-000132.

4. The Affiants were the initial Trustees under the Trust Agreement, neither of them has been removed as a Trustee pursuant to the terms of the Trust Agreement, and both of the Affiants continue to serve as Trustees under the Trust Agreement as of the date hereof, and no other party has been appointed as a Trustee thereunder.

5. The mailing address of the Affiants is 847 Timberline Circle, Calera, Alabama 35040.

6. The Trust Agreement has not been revoked or terminated and is currently in existence; and there have been no amendments or modifications thereto which would terminate, amend, revoke, substitute, or otherwise limit the power of, any Trustee appointed under the Trust Agreement over any Trust property, or cause any of the representations contained herein to be incorrect.

7. The Trustee is authorized under the Trust Agreement to acquire, hold, sell, convey, encumber, lease, borrow, manage or otherwise deal with interests in real and personal property in the Trust created under the Trust Agreement for and on behalf of and in the name of the Trust. All powers of the Trustees are fully set forth in the Trust Agreement.

8. Attached hereto are true and correct copies of certain pertinent pages of the Trust Agreement, including, without limitation, those evidencing the establishment of the Trust, the appointment of the Affiants as the currently acting Trustees under the Trust Agreement, the irrevocability of the Trust,

and certain powers of the Trustees under the Trust Agreement. Affiants further state 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.

9. No person or entity paying money to or delivering property to the Trustees shall be required to see to its application. All persons relying on this document regarding the Trustees and the Trustees' 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 Affiants solely in their fiduciary capacities as named herein, and neither this instrument nor anything contained herein shall be construed as creating any indebtedness or obligation on the part of the undersigned in their individual capacities, and the undersigned expressly limit their liability hereunder solely to the property now or hereafter held by them as the Trustees under the Trust Agreement.

11. The undersigned Affiants hereby certify that the statements made in this Certification of Trust are true and correct and hereby acknowledge and agree 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.

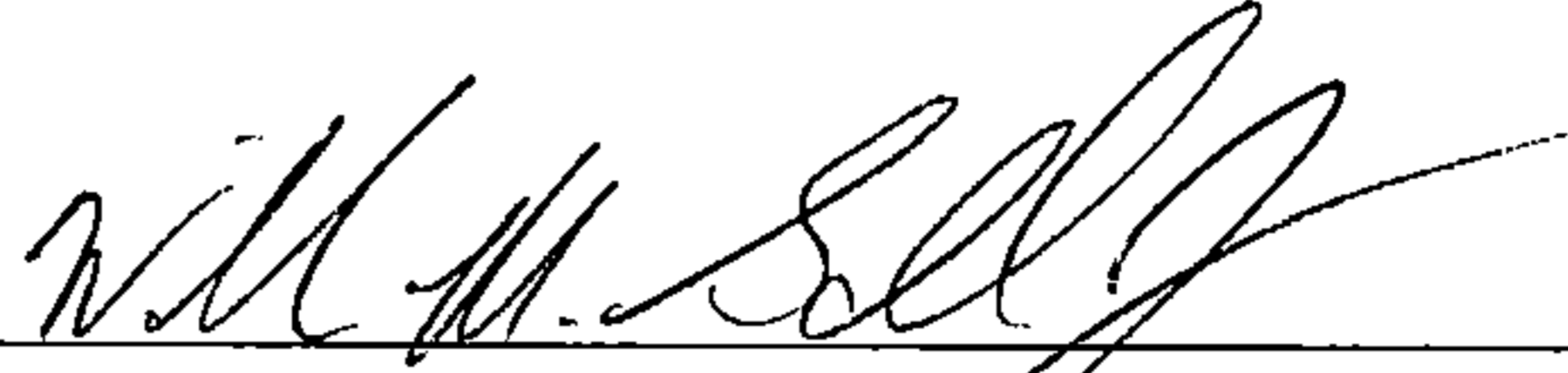
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Signature Pages of Affiants Follow -**



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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the Affiants have hereunto set their hands and seals effective as of the date first above written.

AFFIANT:

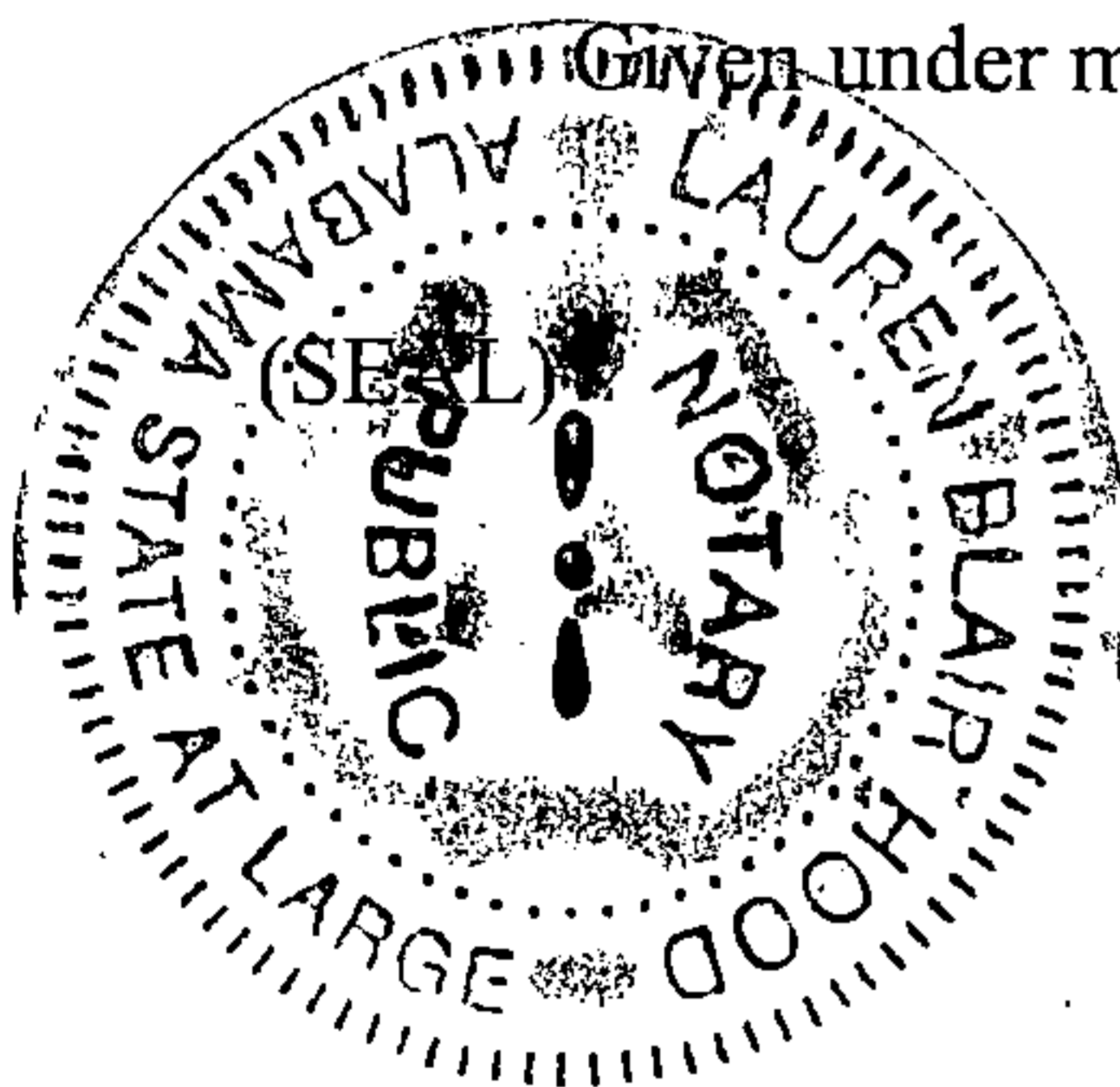


William M. Schroeder, Jr., as a Trustee of the Downs Family Trust - 2012 u/a/d November 20, 2012

Date of Execution: February 25, 2020

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a notary public in and for said county, in said state, hereby certify that William M. Schroeder, Jr., whose name as a Trustee of the Downs Family Trust - 2012 u/a/d November 20, 2012, 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, he, in his 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 25th day of February, 2020.




Notary Public

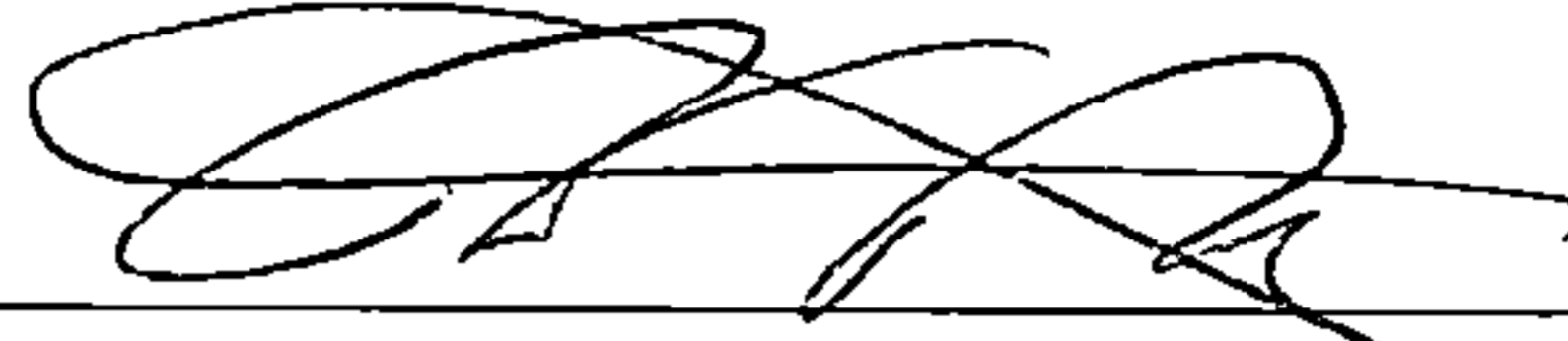
My Commission Expires: 8/11/2020

MY COMMISSION EXPIRES AUGUST 11, 2020

- Signature Page of Affiants Continued on Next Page -


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AFFIANT:



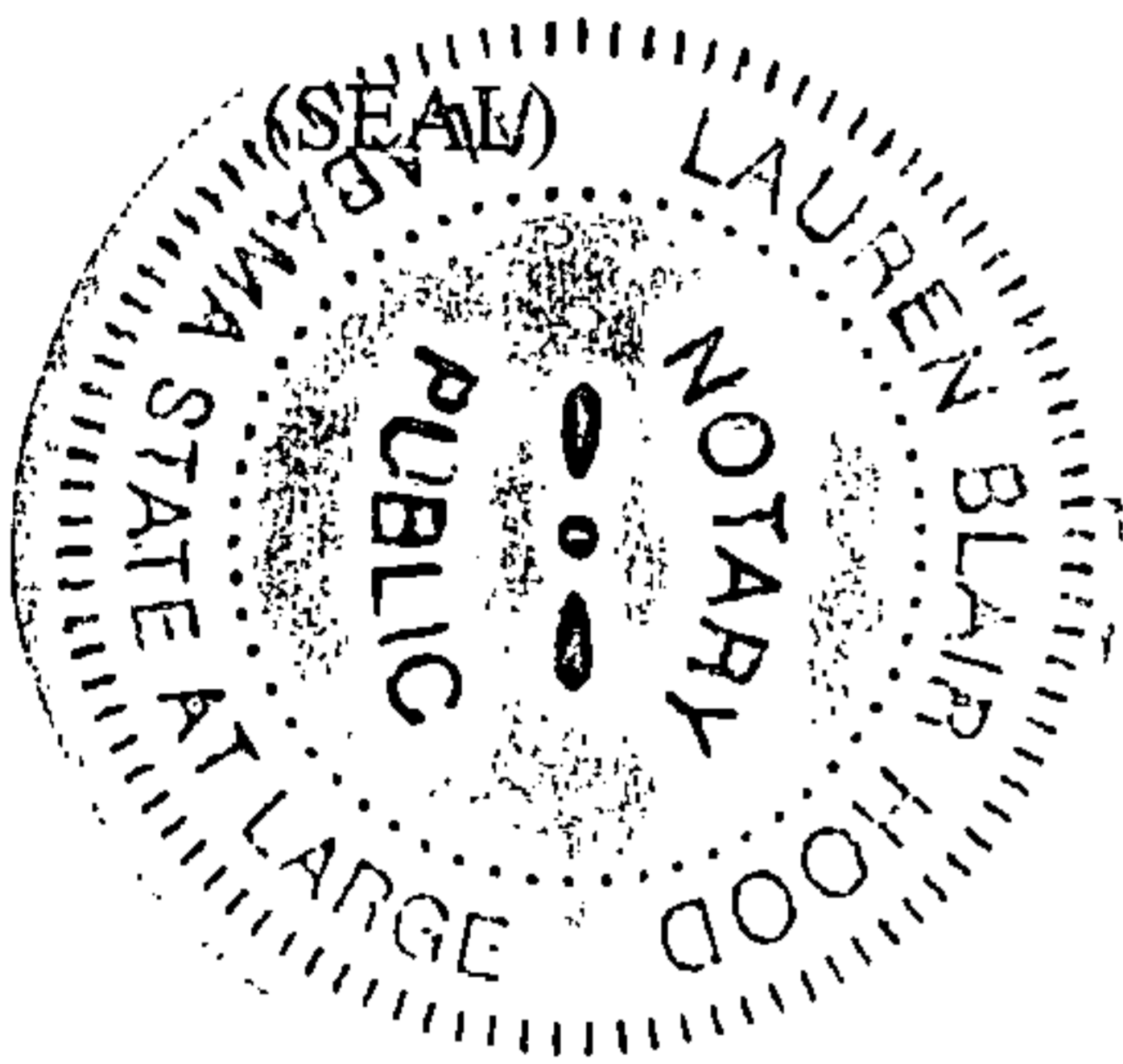
Shane D. Schroeder, as a Trustee of the Downs Family Trust - 2012 u/a/d November 20, 2012

Date of Execution: February 25, 2020

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a notary public in and for said county, in said state, hereby certify that Shane D. Schroeder, whose name as a Trustee of the Downs Family Trust - 2012 u/a/d November 20, 2012, 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, he, in his 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 25th day of February, 2020.



Notary Public

My Commission Expires: 8/11/2020

MY COMMISSION EXPIRES AUGUST 11, 2020



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DOWNS FAMILY TRUST - 2012

This agreement is by and between David P. Downs as "Grantor" and William M. Schroeder, Jr. and Shane D. Schroeder as "Trustees" and may be referred to in this document as "Trust":

WITNESSETH

Grantor, in consideration of the agreements and undertakings made by Trustees and other good and valuable consideration, transfers to Trustees the property listed in Schedule A, attached hereto, and incorporated herein by reference, in trust nevertheless, to hold, manage and dispose of for the uses and purposes set forth below. In consideration of the transfer, Trustees agree to accept the property, and any additional property transferred to Trustees by Grantor or any other person or organization, and to hold, manage and dispose of the property, and all investments and re-investments thereof and income therefrom, upon the following uses and trusts, to wit.



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V. ADDITIONAL PROPERTY.

Any person is permitted to add assets to the trust at any time by Will or otherwise. All assets added to the trust shall be received as principal, to be administered and distributed as provided in this agreement. Similarly, any person is permitted to designate Trustees as the primary or contingent beneficiary of: (i) any policy insuring the life, health or income of that person or another person; or (ii) other benefits payable by contract or non-testamentary designation.

VI. IRREVOCABLE TRUST AND GIFT.

A. Irrevocable Trust. The trust created herein shall be irrevocable, and Grantor hereby expressly acknowledges that he shall have no right or power, whether alone or in conjunction with others, in whatever capacity, to alter, amend, revoke or terminate the trust or any of the terms of this Trust Agreement, in whole or in part.

B. Intention. It is the intention of Grantor that any gift to the trust shall constitute an irrevocable gift of all property at any time held hereunder.

C. Application to Others. All restrictions on, or relating to Grantor, shall similarly restrict and relate to any other person who adds assets to this trust.


VII. POWERS OF TRUSTEES.

Trustees will deal with property held in the trust with the powers and authority Trustees would have if Trustees were its absolute owners, including but not limited to the following:

A. To collect the income therefrom.

B. To compromise, adjust and settle in Trustees' discretion any claim in favor of or against the trust.

C. To hold any property or securities originally received as a part of the trust, including any stock or interest in any family corporation, partnership or enterprise.


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- D. To sell, auction, convey, exchange, lease, or rent all or any portion of the trust.
- E. To invest and reinvest the trust and the proceeds of sale of any portion thereof, in a manner as Trustees deem suitable.
- F. To hold, retain or acquire property or securities which in Trustees' opinion are suitable without regard to any statutory or constitutional limitation applicable to the investment of trust funds.
- G. To vote any corporate stock in person, or by proxy or to refrain from voting.
- H. To continue or dispose of any business enterprise and to develop, add capital to, expand or alter the business of the enterprise, to appoint directors and employ officers, managers, employees or agents and to compensate and offer employee or fringe benefits to them.
- I. To develop, or change the use of real estate and to construct, alter, remodel, repair or raze any building or other improvement located thereon.
- J. To operate farms and woodlands and to take any action deemed necessary or desirable in the operations.
- K. To drill, explore, test, mine or otherwise exploit oil, gas, mineral or other natural resources.
- L. To borrow money with or without security, and to execute mortgages or security agreements on the property held in trust.
- M. To appoint, employ, remove and compensate the attorneys, agents and representatives for the administration of the trust, and to treat as an expense of the trust any compensation so paid.
- N. To hold property or securities in bearer form, in the name of Trustees, or in the name of a nominee, without disclosing any fiduciary relation.
- O. To keep trust property properly insured against hazards, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon the property, and to create reserves for depreciation, depletion or other purposes as Trustees deem necessary or desirable.
- P. To pay from income any expenses reasonably necessary for the administration of the trust, and in the event the income is insufficient the payments will be paid from principal.
- Q. To exercise any power hereunder, either acting alone or jointly with others.



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XIII. SUCCESSOR TRUSTEES.

A. Trustees will appoint their successors in writing. Trustees are also granted the right to appoint, in writing, one or more additional Trustees.

B. As to each separate share, the adult income beneficiaries and the guardians of minor income beneficiaries may at any time, by majority vote, terminate the appointment of the Trustee or Trustees and appoint a corporate trustee. If a corporation is appointed, all natural Trustees will resign upon the request of a majority of the beneficiaries. The current Trustees must be notified at least sixty (60) days before the appointment of a successor Trustee will take effect. The notice will bear the formality of a conveyance of real estate, and will designate the substitute Trustee which will have the same rights, powers and duties as the original Trustee. After receipt of the notice, the first current Trustee will deliver over to the substituted Trustee all trust property remaining in its possession belonging to the trust share, after first deducting all fees and charges to which it is entitled. Upon completion of the transfer, the first prior Trustee will stand discharged. Subsequent changes in the Trustee may be made by following the same procedure.



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XXIII. CONSTRUCTION.

Wherever words such as "Trustee", "Trustees", "Grantor" or "Grantors" are used, they will be construed either as singular, plural, masculine, feminine or neuter, whichever is proper in accordance with the context.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and declared the effective date of the trust to be the 20th day of November, 2012, and the signatures of Trustees, indicate their acceptance of the terms of the trust.

Grantor:

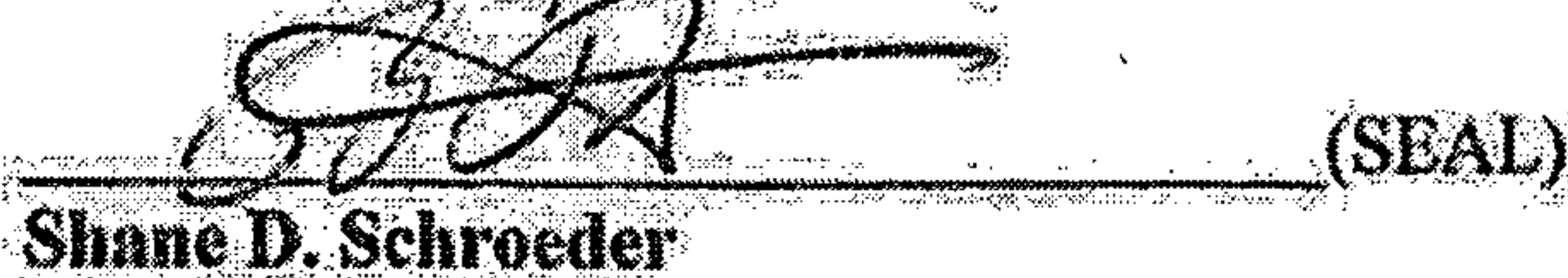
 (SEAL)

David P. Downs

Trustees:

 (SEAL)

William M. Schroeder, Jr.

 (SEAL)

Shane D. Schroeder



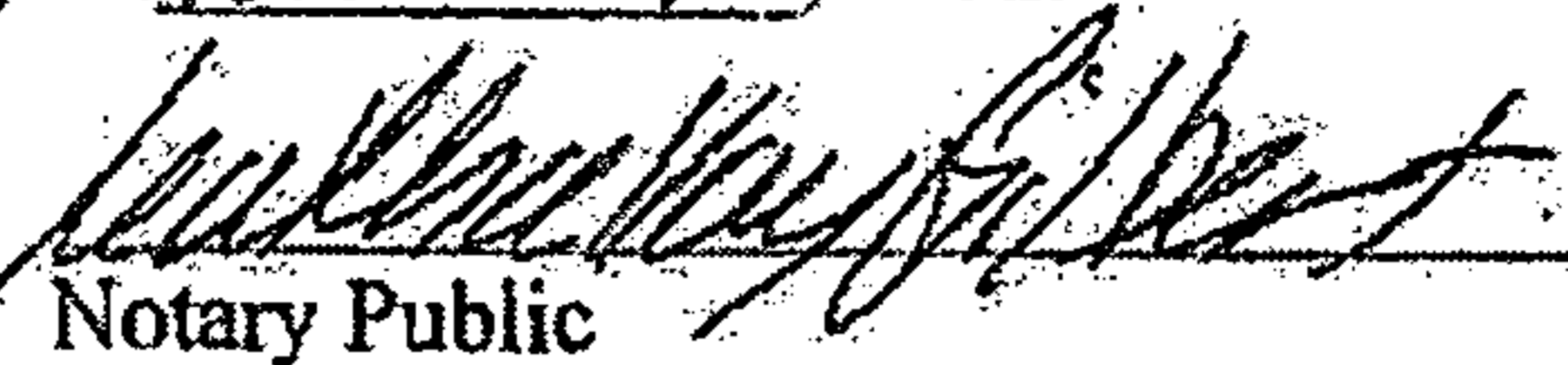
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STATE OF ALABAMA,

COUNTY OF JEFFERSON.

I, the undersigned, a notary public in and for said county and said state, hereby certify that **David P. Downs**, whose name is signed to the foregoing document and who is known to me, acknowledged before me on this date, that being informed of the contents of the document, he executed the same voluntarily, on the day the same bears date.

Given under my hand, this 20th day of November, 2012.

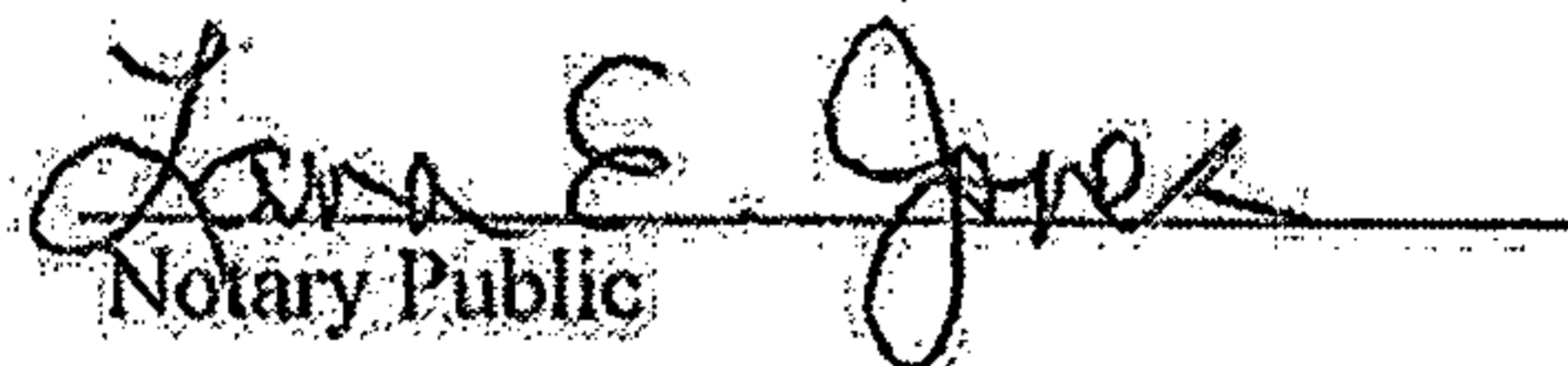

Notary Public

STATE OF ALABAMA,

COUNTY OF Shelby

I, the undersigned, a notary public in and for said county and said state, hereby certify that **William M. Schroeder, Jr.**, whose name is signed to the foregoing document as Trustee and who is known to me, acknowledged before me on this date, that being informed of the contents of the document, he executed the same voluntarily, on the day the same bears date.

Given under my hand, this 21 day of Nov., 2012.


Notary Public

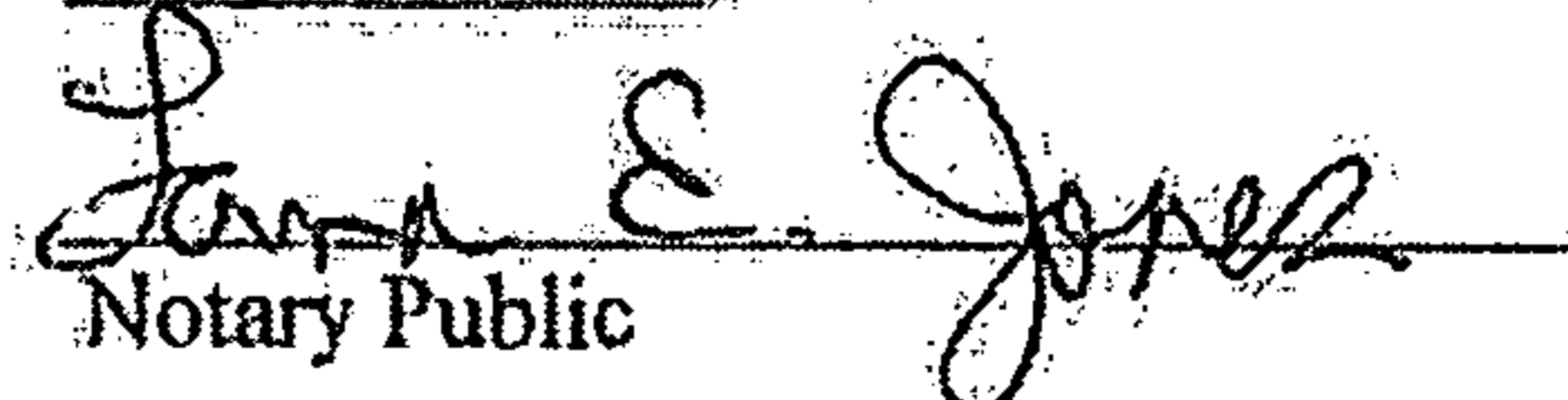
STATE OF ALABAMA,

my Commission Expires **July 28, 2014**

COUNTY OF Shelby

I, the undersigned, a notary public in and for said county and said state, hereby certify that **Shane D. Schroeder**, whose name is signed to the foregoing document as Trustee and who is known to me, acknowledged before me on this date, that being informed of the contents of the document, he executed the same voluntarily, on the day the same bears date.

Given under my hand, this 21 day of Nov., 2012.


Notary Public

Commission Expires **July 28, 2014**