

**CERTIFICATION OF TRUST**

**2020 LEAH G. MCGRIFF LIFETIME TRUST FOR LEE MCGRIFF, III**



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*Hughes & Scalise*  
PC

880 Montclair Road, Ste. 325  
Birmingham, AL 35213  
PHONE: (205) 871-0300 FAX: (205) 871-0450


The undersigned Trustee hereby certifies the following:

1. Identification of Trust. This Certification of Trust refers to the 2020 LEAH G. MCGRIFF LIFETIME TRUST FOR LEE MCGRIFF, III, (the "Trust") under a trust agreement executed on December 10, 2020. The Trust is currently in existence.
2. Settlor. The settlor of the Trust is LEAH G. MCGRIFF.
3. Trustee. The current Trustee of the Trust is LEE MCGRIFF, III.
4. Address. The address of the Trustee is 6 Greenbriar Ridge, Shoal Creek, AL 35242.
5. Trustee Powers. The Trustee has broad powers to deal with the assets of the Trust. In addition to powers granted under Alabama law, the Trustee has the powers set forth in Paragraph 3 of the Trust, a copy of which is attached hereto as Exhibit "A".
6. Type of Trust. The Trust is irrevocable.
7. Third Party Reliance. Any third party may rely on the stated authority of the Trustee. *Alabama Code* §19-3B-1012.
8. Taxpayer Identification Number. The Taxpayer Identification Number is available upon appropriate request.
9. Title to Trust Assets. Title to trust property may be taken in the following name: "LEE MCGRIFF, III, Trustee of the 2020 LEAH G. MCGRIFF LIFETIME TRUST FOR LEE MCGRIFF, III."
10. No Modifications. The Trust has not been amended, modified or revoked in any manner which would cause the representations contained in this Certification of Trust to be incorrect.
11. Certification. The undersigned certifies that the statements in this Certification of Trust are true and correct.

IN WITNESS WHEREOF, the Trustee has executed this Certification on  
DEC 23, 2020.

TRUSTEE:

  
LEE MCGRIFF, III

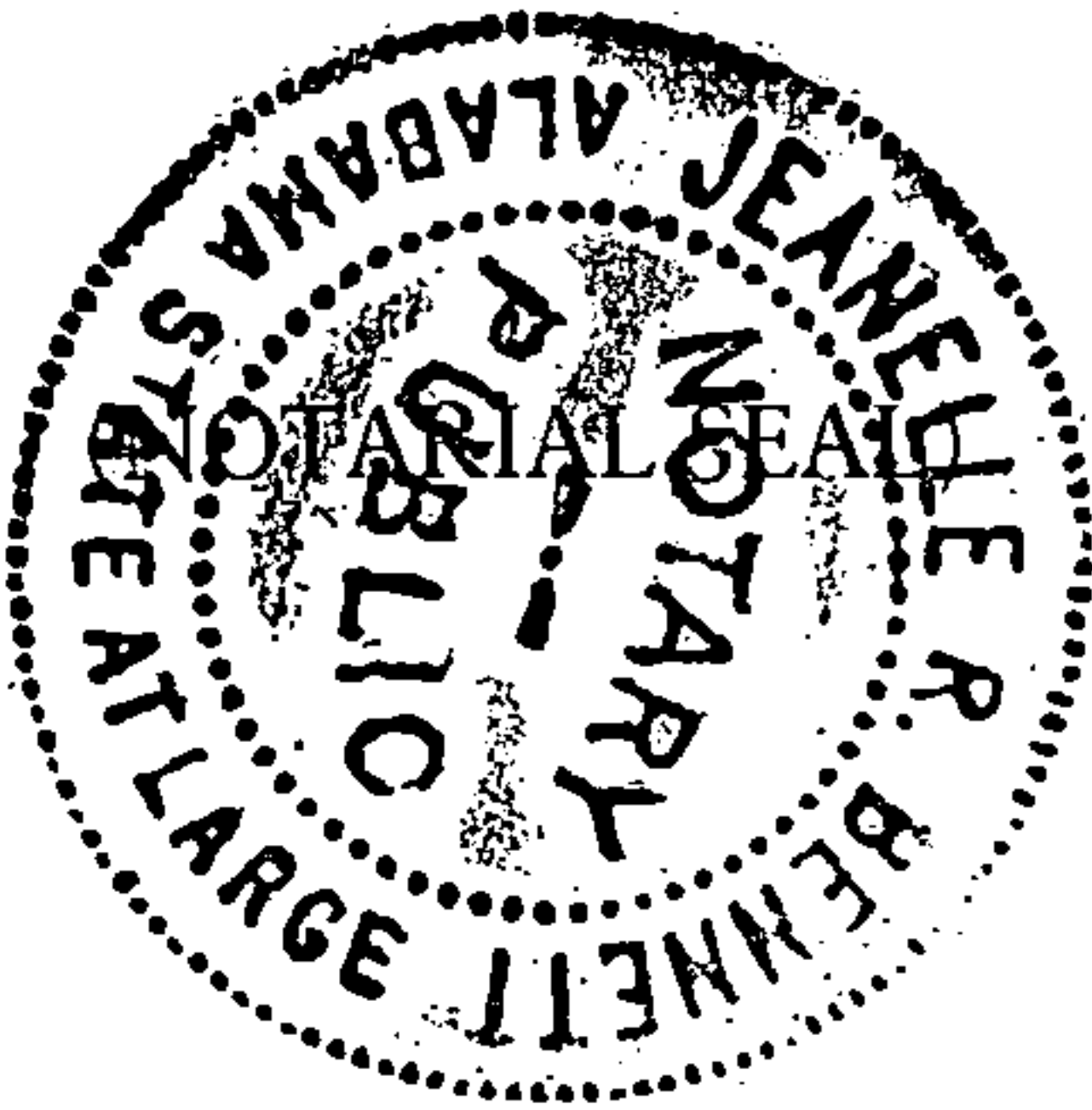
  
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STATE OF Alabama )

COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that LEE MCGRUFF, III, whose name as Trustee 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 foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand on December 23, 2020.



Jeanette Bennett  
Notary Public  
My Commission Expires: 3/29/2021



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## EXHIBIT "A"

### TRUSTEE POWERS – PARAGRAPH 3 OF THE TRUST

(a) Trustee shall have the following powers, and any others that may be granted by law, with respect to each trust hereunder, to be exercised as in the sole discretion of the Trustee, acting in a fiduciary capacity, may be determined to be in the best interests of the beneficiaries hereunder:

(1) To allot to any trust created hereunder an undivided interest in any property transferred hereunder; to make joint investments for such trusts; to make any division or distribution in kind or partly in kind and partly in money on a *pro rata* or *non-pro rata* basis; and to that end to allot specific securities or other property or an undivided interest therein to any person, share, part or trust, although it may differ in kind from securities or property allotted to any other person, share, part or trust; and to determine the value of any property so allotted, divided or distributed;

(2) To hold and continue to hold as an investment the property received hereunder and any additional property which may be received, so long as the Trustee deems proper, and to invest and reinvest in any corporate shares, bonds, securities or other property, whether or not income producing, deemed by the Trustee to be for the best interest of the Trust and the beneficiaries hereunder, without being limited to trust or chancery investments or so-called "legal investments" provided by law, and notwithstanding that the same may constitute general or limited partnership interests, limited liability company interests, leaseholds, royalty interest, patents, interests in mines, oil or gas wells, or timber lands or other wasting assets, and without any responsibility for any depreciation or loss by or on account of such investments, and without regard for normal requirements of diversification; provided, however, that no new investment shall be made in any security of any corporate Trustee, its holding company, affiliate or successor except upon the exercise of rights given to stockholders thereof;

(3) To rent or lease any property of the Trust for such time (including any lease for a period extending beyond the term of the Trust) not exceeding a period of ninety-nine (99) years, and upon such terms and for such rental or price as in the Trustee's discretion and judgment may seem just and proper and for the best interest of the Trust and the beneficiaries hereunder;

(4) To sell, transfer, assign and convey any of the property of the Trust or any interest therein, whether real or personal, or to exchange the same for other property, in a public or private sale or transaction, for such price or prices and upon such terms and conditions as in the Trustee's discretion and judgment may be deemed for the best interest of the Trust and the beneficiaries hereunder, and to execute and deliver any deeds or conveyances (with or without warranty),





receipts, releases, contracts, or other instruments necessary in connection therewith;

(5) To subdivide and develop real estate; to partition, vacate, and abandon real estate; to adjust the boundaries of any real estate; to grant easements, servitudes, rights-of-way, licenses and other interests in real estate; to dedicate real estate for any purpose in connection with the development of any real estate; and to change the use of any real estate to residential, recreational, commercial, cemetery or other usage;

(6) To make all repairs and improvements at any time deemed necessary and proper to and upon real estate, and to build, construct and complete any building or buildings upon such property which in the Trustee's discretion and judgment may be deemed advisable and proper and for the best interests of the Trust and the beneficiaries hereunder, and to determine the extent to which the cost of such repairs and improvements shall be apportioned as between principal and income; to demolish and remove any buildings or other improvements on any real estate;

(7) To keep any property constituting a part of the Trust properly insured against fire and tornado, and other hazards, and to deduct, retain, expend, and pay out of any money belonging to the Trust any and all necessary and proper expenses in connection with the operation and conduct of the Trust, and to pay all taxes and other legal assessments, debts, claims, or charges which at any time may be due and owing by, or which may exist against, the Trust;

(8) 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;

(9) To consent to the reorganization, consolidation, merger, liquidation, readjustment of, or other change in any corporation, company or association, or to the sale, mortgage or lease of the property thereof or any part thereof, any of the securities or other property of which may at the time be held hereunder, and to do any act or exercise any power with reference thereto that may be legally exercised by any person owning similar property in his or her own right, including the exercise of conversion, subscription, purchase, or other options, the deposit, surrender or exchange of securities, the entrance into voting trusts, and the making of agreements or subscriptions which the Trustee may deem



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necessary or advisable in connection therewith, all without applying to any court for permission so to do, and to hold and redeem or sell or otherwise dispose of any securities or other property which may be so acquired;

(10) To vote any corporate securities held hereunder in person, or by special, limited or general proxy, with or without power of substitution, or to refrain from voting; to become a party to any stockholders' agreements deemed advisable by the Trustee in connection with such securities; provided, however, that in voting any stock or security of any corporate Trustee, its holding company, affiliate or successor, such corporate Trustee shall vote said stock or security as a majority in interest of the then income beneficiaries (or the guardians of minor beneficiaries) may direct;

(11) To engage in business with the property of the Trust as sole proprietor, as a member or as a general or limited partner, with all the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenant in common or as tenant in partnership;

(12) To continue any business (whether in the form of a sole proprietorship, partnership, limited liability company, corporation or otherwise) for such time and under such management and conditions as in the discretion of the Trustee may be expedient; to contribute capital to such business; to expand or alter such business; to incorporate, reorganize, merge or consolidate such business; to amend the charter or name of such business; to appoint directors and employ officers, managers, employees or agents (including any directors, officers or employees of any corporate Trustee of the Trust); to compensate and offer stock options and other employee or fringe benefits to the employees of such business (including the establishment or operation of employee retirement plans, profit-sharing plans, pension plans and employee stock ownership plans); and to liquidate or dissolve any such business at such time and upon such terms and conditions as in the judgment of the Trustee is for the best interest of the Trust and the beneficiaries hereunder;

(13) To cause any security or other property which may at any time constitute a portion of the Trust to be issued, held or registered in the Trustee's individual name or in the name of a nominee or in such form that title will pass by delivery;

(14) To appoint, employ, remove and compensate such accountants, attorneys (including, without limitation, any attorney or accountant who may be serving as a Trustee hereunder), agents, investment advisors, investment managers, investment counselors, financial consultants, custodians, 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;

(15) To act hereunder through an agent or attorney-in-fact (including, without limitation, a bank or the trust department of a bank as an agent or custodian for the Trustee), by and under power of attorney or other instrument duly executed by the Trustee, in carrying out any of the powers and duties herein authorized;

(16) To borrow money for any purposes of the Trust, or incidental to the administration thereof, including borrowing with margin loans, upon the bond or promissory note of the Trustee acting in such capacity, and to secure the repayment thereof by mortgaging, creating a security interest in, or pledging or otherwise encumbering any part or all of the property of the Trust, and, with respect to the purchase of any property, as part of the consideration given therefor, to assume a liability of the transferor or to acquire such property subject to a liability;

(17) To lend money to any person or persons upon such terms and in such manner and with such security as the Trustee may deem advisable for the best interest of the Trust and beneficiaries hereunder;

(18) To institute and defend any and all suits or legal proceedings relating to the Trust in any court, and to employ counsel and to compromise or submit to arbitration all matters of dispute in which the Trust may be involved, as in the judgment of the Trustee may be necessary or proper; to compromise, settle, arbitrate or defend any claim or demand in favor of or against the Trust; to enforce any bonds, mortgages, security agreements, or other obligations or liens held hereunder; and to enter upon such contracts and agreements and to make such compromises or settlements of debts, claims, or controversies as the Trustee may deem necessary or advisable;

(19) To foreclose mortgages and to bid on any property under foreclosure or to acquire mortgaged property in any other manner and for such consideration as the Trustee may determine;

(20) To acquire as an asset of the Trust a life insurance policy on the life of any person to whom the income of the Trust is payable, or on the life of any person in whom such income beneficiary has an insurable interest, from such companies and in such amounts as the Trustee may deem advisable; to pay premiums on all such insurance policies, from income or principal, or both, as the Trustee may determine; and all such insurance shall be payable to, and all incidents of ownership vested in, the Trustee;

(21) To engage in ranching and farming, including the purchase, leasing, operating, encumbering, selling, producing, and generally dealing in and with farms, ranches, timber, timber lands, water rights, machinery and equipment, livestock, wool, fiber, fertilizer, seed, crops and products of every kind;

(22) To drill, mine and otherwise operate for the development of gas, oil and other minerals; to enter into contracts relating to the installation and operation of absorption and repressuring plants; to place and maintain pipe lines, telephone and telegraph lines, and to execute oil, gas and mineral leases, division and transfer orders, grants and other instruments of every kind and character containing such provisions as the Trustee considers appropriate with full power to lease or sell any such asset;



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(23) To allocate all deductions for depletion under Federal and State income tax statutes, in each tax year, among a group consisting of the Trustee and those persons to whom Trust income may in such tax years have been distributed, in such shares and proportions as the Trustee may determine, to the extent permissible under the applicable statute. In the absence of a valid allocation so made, all such deductions for any tax year shall be divided among the members of such group in proportion to the amounts distributed to or retained by each during such tax year; and the Trustee shall not be required to maintain any reserve for depletion despite any statute or rule of law to the contrary, but shall have the discretion to do so;

(24) To open and maintain one or more accounts for the deposit of funds in any bank or trust company (including a corporate Trustee hereunder) or with any other financial institution (including any brokerage firm or other company maintaining "money market," cash management or other similar accounts), and to deposit to the credit of such account or accounts all of the funds belonging to the Trust which may at the time be in the possession of the Trustee; from time to time to withdraw a portion or all of said funds so deposited by check or draft signed by the Trustee, and any such bank, trust company or financial institution is hereby authorized to pay such checks or drafts and also to receive the same for deposit, to the credit of any holder thereof who so signed or endorsed; to delegate to any one or more proper agents the right to sign checks or drafts against the aforementioned account or accounts for the purposes of the Trust, and any bank, trust company or financial institution in which said account or accounts are maintained is hereby authorized and directed to pay such checks or drafts, provided, however, that prior thereto such delegation is evidenced by an appropriate instrument in writing deposited with said bank, trust company or financial institution by the Trustee;

(25) To view, access, retrieve, receive, change, open, or close any electronically stored, transmitted, or accessible data, including but not limited to electronic mail and electronic mail accounts, airline mileage or other similar rewards programs, online accounts and statements, academic, financial, tax, or medical records, passwords, user identification numbers, personal identification numbers, and any other electronically sourced data, it being Grantor's intention to confer the broadest access power upon the Trustee;

(26) In any contract or agreement made by the Trustee on behalf of the Trust, the Trustee may, and is hereby authorized to, stipulate and provide against personal liability; and all rights created under and by virtue of such contracts or agreements shall belong to the Trust and the obligations thereunder shall be the obligations of the Trust;

(27) To make, execute and deliver deeds, leases, mortgages, conveyances, options, receipts, releases, satisfactions and other quitclaims or disclaimers of liability, contracts, voting trusts, stock purchase agreements, buy-sell agreements, stock redemption agreements, or other instruments, sealed or unsealed, to any person or corporation with respect to the property of the Trust, or with reference to any matter involved in the administration thereof, or for the accomplishment



of any of the powers vested in the Trustee, all of the foregoing upon such terms, provisions and conditions existing within or beyond the duration of the Trust as to the Trustee shall seem reasonable; to create reserves for depreciation, depletion or such other purposes to the extent the Trustee deems necessary or desirable;

(28) To incur and pay the ordinary and necessary expenses of administration;

(29) To pay the funeral and burial expenses of any beneficiary from the principal of the trust of which the deceased beneficiary is a permissible distributee;

(30) Except as otherwise expressly provided in this instrument, to determine as the Trustee may deem just and equitable the manner of ascertainment of income and principal and the apportionment between income and principal of all receipts and disbursements;


(31) To invest all or any part of the Trust in any common trust fund or proprietary mutual fund at any time maintained by any bank or trust company (including a corporate Trustee hereunder);

(32) To transfer the situs of any trust created hereunder, and if appropriate, to move the assets of such trust, to such other place as, in the Trustee's opinion, shall be in the best interest of the Trust and the beneficiaries, by written instrument signed and acknowledged by the Trustee; and, without any need to obtain the approval of any court, to elect that: (i) such trust shall be subject to the jurisdiction of the new situs; and (ii) the governing law applicable to any such trust shall be the governing law of the new situs or such other selected governing law as determined by the Trustee; and

(33) To do all other acts which in the Trustee's judgment are necessary or desirable for the proper and advantageous management, investment and distribution of the Trust.

(b) Except as otherwise provided herein, all references in this Paragraph to any property contained in any trust created hereunder shall be deemed to include specifically, without limitation thereto, stock or other securities of any corporate Trustee at any time serving hereunder, its holding company, affiliate or successor, and, except as otherwise provided herein, the Trustee is authorized to deal with such stock or securities in the same manner as provided with respect to any other property contained in any trust.

(c) No person or corporation dealing with the Trustee shall be required to inquire into the terms of this instrument or any trust hereunder, nor shall any purchaser therefrom be required to see to the application of the purchase money.


  
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(d) A majority of the beneficiaries who are not incapacitated and who are then entitled to receive income of any trust established hereunder or, if there shall be no such beneficiaries, then a majority of the guardians of the beneficiaries of any such trust may, without liability to any present or future beneficiary of any such trust, approve the annual or other current account of the Trustee hereunder.

(e) 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.

(f) Notwithstanding any provision of law to the contrary, Grantor directs that while any individual named in this Trust Agreement is serving as Trustee, the Trustee shall have the authority to invest the assets of any trust in ventures (including, without limitation, corporations, limited liability companies, limited partnerships, limited liability partnerships, general partnerships and real estate investments of all types) in which she has a financial interest, provided that she discloses her interest in these ventures to each interested party. For purposes of this Subparagraph, "interested parties" shall mean all of the current income beneficiaries of the trust. Notwithstanding any provision of law to the contrary, Grantor further directs that any such person shall be entitled to receive compensation from any such venture in which any trust created hereunder makes an investment, including, without limitation, reasonable salaries, real estate commissions, management fees, consulting fees or other compensation (including any residual or profit interests in any such venture) for serving as a general partner, promoter, member, manager or developer.

(g) Notwithstanding any contrary provision of this instrument, the Trustee may withhold a distribution to a beneficiary from a trust hereunder until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustee against any claims filed against the Trustee as an "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended or any regulation thereunder.

  
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