

20210324000147160
03/24/2021 09:13:03 AM
TRUST 1/19

This Instrument Prepared By:
Craig M. Stephens, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South (35205)
P. O. Box 55727
Birmingham, Alabama 3525-5727

CERTIFICATION OF TRUST FOR THE
SHARP REVOCABLE TRUST AGREEMENT ORIGINALLY DATED AUGUST 11, 2006,
AS AMENDED AND RESTATED

STATE OF ALABAMA)
COUNTY OF SHELBY)

Effective as of the 10th day of March, 2021, the undersigned, Katherine G. Sharp and Samuel W. Sharp, as Successor Trustees (each singularly a "Trustee" or "Affiant" and collectively "Trustees" or "Affiants") under The Sharp Revocable Trust Agreement Originally Dated August 11, 2006, as amended and restated, hereby certifies as follows:

1. The Sharp Revocable Trust (the "Trust") was validly created on August 11, 2006, pursuant to that certain revocable trust agreement entered into by Charles E. Sharp and Katherine G. Sharp, as "Grantors" and as "Trustee" thereunder (the "original trust agreement"), and which original trust agreement was amended on June 20, 2011, was restated on June 11, 2014, by Charles E. Sharp, as "Grantor" and "Trustee", pursuant to that certain revocable trust agreement entitled "First Restatement of The Sharp Revocable Trust Agreement Originally Dated August 11, 2006" (the "First Restated Trust Agreement"), and was again restated on August 15, 2019, by Charles E. Sharp, as "Grantor" and "Trustee", pursuant to that certain revocable trust agreement entitled "Second Restatement of The Sharp Revocable Trust Agreement Originally Dated August 11, 2006" (the "Second Restated Trust Agreement", and together with the original trust agreement and all amendments thereto and restatements thereof, hereinafter referred to as the "Trust Agreement"), and is in existence as of the date of this Certificate.
2. The mailing address of the Affiants is 2867 Balmoral Road, Mountain Brook, Alabama 35223-1235.
3. Title to certain assets in the Trust has heretofore been taken as follows:

Charles E. Sharp and Katherine G. Sharp, Trustees, or their successors in trust, under the Sharp Revocable Trust, dated August 11, 2006, and any amendments thereto.
4. Notwithstanding that Katherine G. Sharp was listed as an original "Grantor" and also a trustee under the original trust agreement, the original trust agreement was amended to acknowledge that Katherine G. Sharp was not intended to be a "Grantor" thereunder, and had not contributed any property to the Trust created thereunder, and that Charles E. Sharp was the sole "Grantor" thereunder. The Affiant, Katherine G. Sharp, by her execution hereof, hereby acknowledges and confirms that: (a) the above statements are true and correct; (b) Charles E. Sharp was intended to be the sole "Grantor" under the original trust

agreement, and correctly was, the sole "Grantor" under the First Restated Trust Agreement and the Second Restated Trust Agreement; (c) the First Restated Trust Agreement provided for Charles E. Sharp to act as the sole trustee thereunder, and Katherine G. Sharp, in her capacity as an "initial Grantor" and "Former Trustee", joined in the execution of such First Restated Trust Agreement to evidence her consent to the changes provided for therein, including Charles E. Sharp acting as the sole trustee thereunder, and that any additional amendments to the Trust Agreement would require only the signature of Charles E. Sharp, as Grantor and trustee; and (d) with respect to assets conveyed to "Charles E. Sharp and Katherine G. Sharp, Trustees, or their successors in trust", under the Trust Agreement, following the execution of the First Restated Trust Agreement, Charles E. Sharp became the "successor in trust" to the said Charles E. Sharp and Katherine G. Sharp, Trustees.

5. Charles E. Sharp (the "Trust Grantor"), who is one and the same person as Charles E. Sharp, Sr. and Charles Eugene Sharp, died testate on or about October 11, 2019, and his probate estate is being administered under Case No. 19BHM02528 in the Probate Court of Jefferson County, Alabama.
6. The Trust Agreement was revocable only during the life of the Trust Grantor, and, upon his death, became irrevocable.
7. Upon the death of the Trust Grantor, who was then also serving as sole Trustee under the Trust Agreement, Katherine G. Sharp was appointed to serve as Successor Trustee under the Trust Agreement. However, notwithstanding the irrevocability of the Trust Agreement, following the death of the Trust Grantor, and pursuant to Article XVIII of the Trust Agreement, Katherine G. Sharp was granted the right to add further trustees and to redesignate successor trustees of the trusts created under the Trust Agreement. Pursuant to the exercise of such right, the said Katherine G. Sharp has appointed herself and Samuel W. Sharp to serve as successor trustees under the Trust Agreement and as trustees of the trusts created under the Trust Agreement which are for the benefit of the said Katherine G. Sharp, which trusts include, without limitation, Trust Estate "B" (herein referred to as "Trust 'B'") created under the Trust Agreement, which Trust "B" is to be held for the use and benefit of the said Katherine G. Sharp during her lifetime, and the said Katherine G. Sharp and Samuel W. Sharp are currently serving as successor Trustees under the Trust Agreement and as Trustees of the trusts created under the Trust Agreement for the benefit of the said Katherine G. Sharp, including, without limitation, Trust "B".
8. Any trustee serving under the Trust Agreement 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 any trust created under the Trust Agreement for and on behalf of and in the name of such trusts. All powers of the trustee(s) serving under the Trust Agreement are fully set forth in the Trust Agreement.
9. Attached hereto are true and correct copies of certain pertinent excerpts from 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, and certain powers of the Trustees or any successor Trustee under the Trust Agreement relating to real property. The Trustees further state 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 Certification.

10. Except as otherwise herein provided, 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, 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; and the Trust Agreement has not been revoked, modified or amended in any way that would cause the representations in this Certification of Trust to be incorrect.
11. No person or entity paying money to or delivering property to the Trustees under the Trust Agreement or to any trustee of any trust created under the Trust Agreement shall be required to see to its application. All persons relying on this document regarding any trustee and any 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.
12. This instrument is being executed by the Trustees solely in their fiduciary capacities 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 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.
13. The undersigned Trustees 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.
14. Reproductions of this original Certification of Trust with reproduced signatures shall be deemed to be original counterparts to this Certification.

**[Remainder of Page Intentionally Left Blank -
Signature Pages Follow]**

IN WITNESS WHEREOF, the undersigned Trustees has hereunto set her hand and seal effective as of the date first above written.

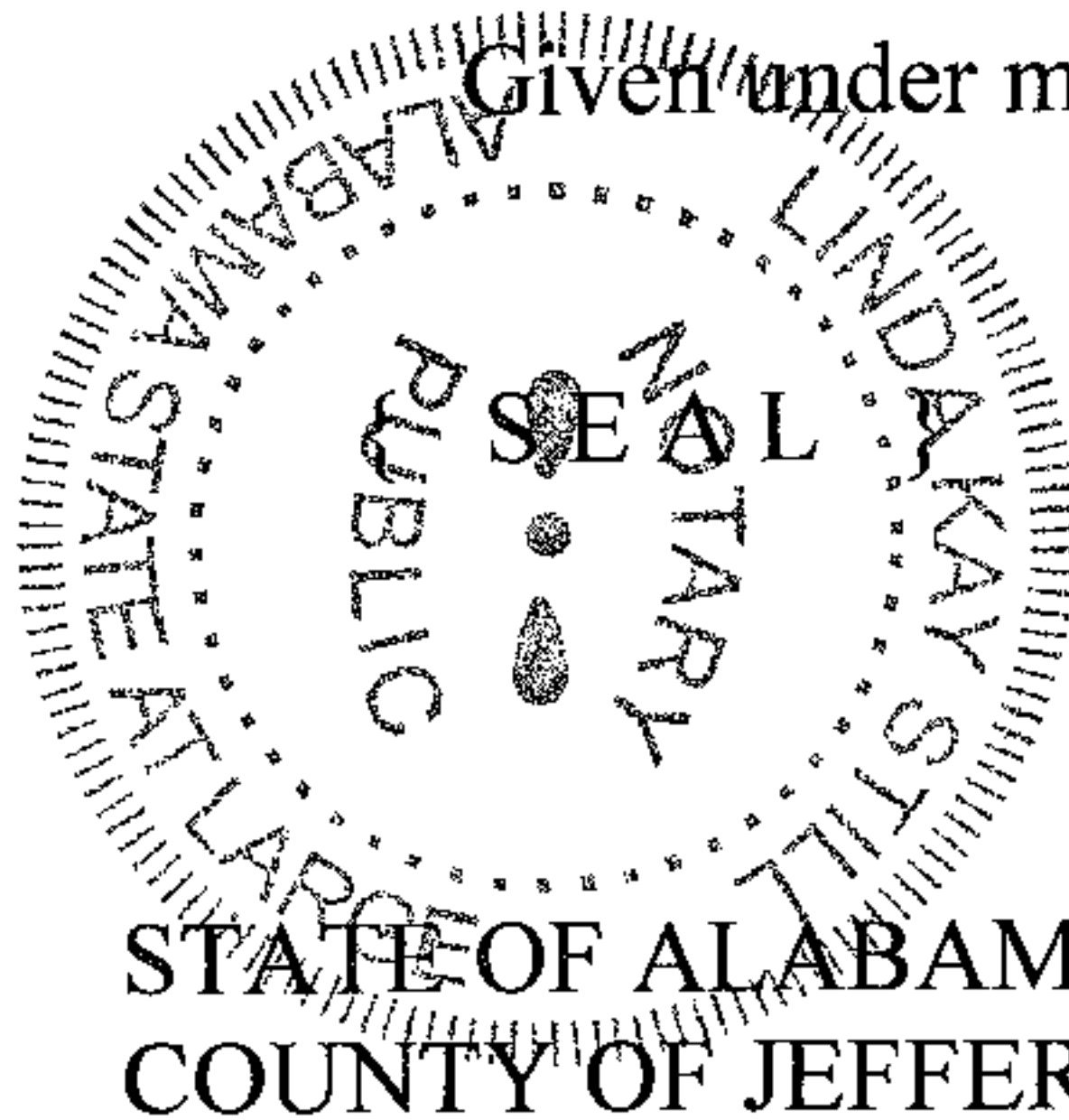
Katherine G. Sharp
Katherine G. Sharp, Successor Trustee under the
Sharp Revocable Trust, dated August 11, 2006, as
Amended and Restated

Katherine G. Sharp
Katherine G. Sharp, Individually and as an Initial
Grantor and Former Trustee under the Sharp
Revocable Trust, dated August 11, 2006

Date of Execution: 3-10-21

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Katherine G. Sharp, whose name as a Successor Trustee under the Sharp Revocable Trust, Dated August 11, 2006, as Amended and Restated, 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, as such Successor Trustee and with full authority, executed the same voluntarily on the day the same bears date.

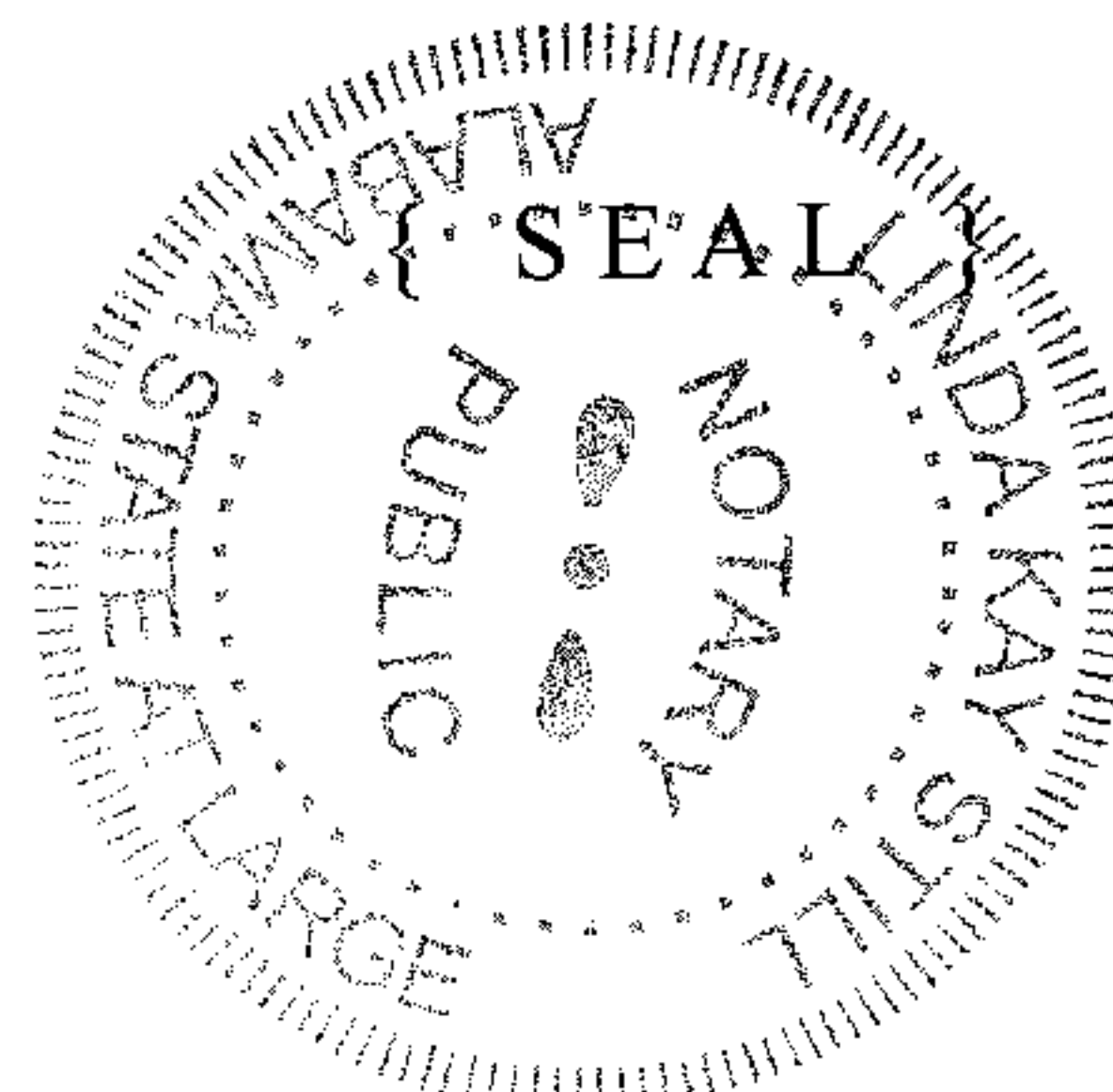


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Given under my hand and official seal this 10th day of March, 2021.

Linda Kay Still
Notary Public
My Commission Expires: 1-12-25
MY COMMISSION EXPIRES JANUARY 12, 2025

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Katherine G. Sharp, whose name individually, and as an initial grantor and former trustee under the Sharp Revocable Trust, Dated August 11, 2006, 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 on the day the same bears date.

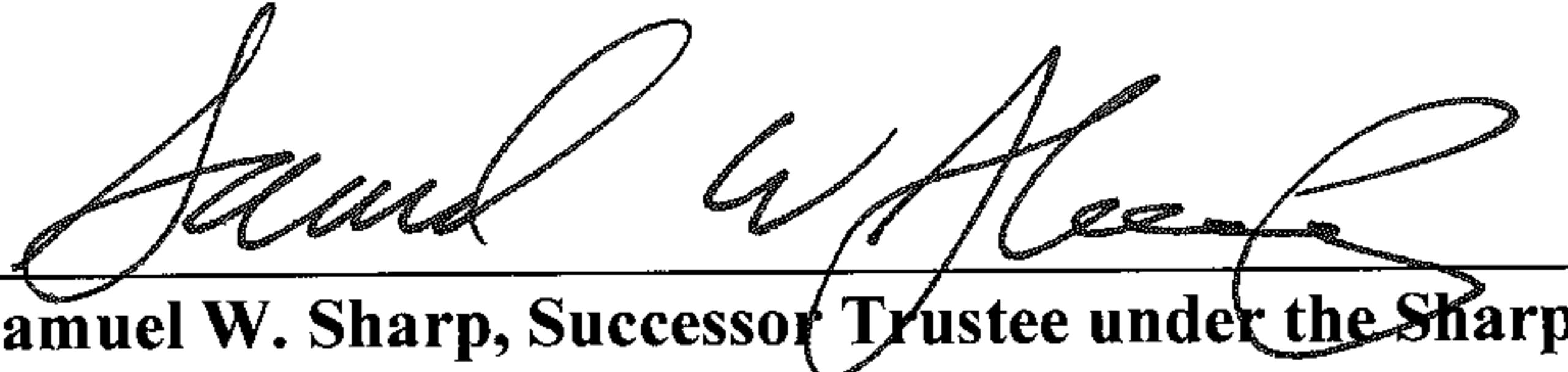


Given under my hand and official seal this 10th day of March, 2021.

Linda Kay Still
Notary Public
My Commission Expires: 1-12-25
MY COMMISSION EXPIRES JANUARY 12, 2025

[Additional Signature Page Follows]

MY COMMISSION EXPIRES JANUARY 12, 2025



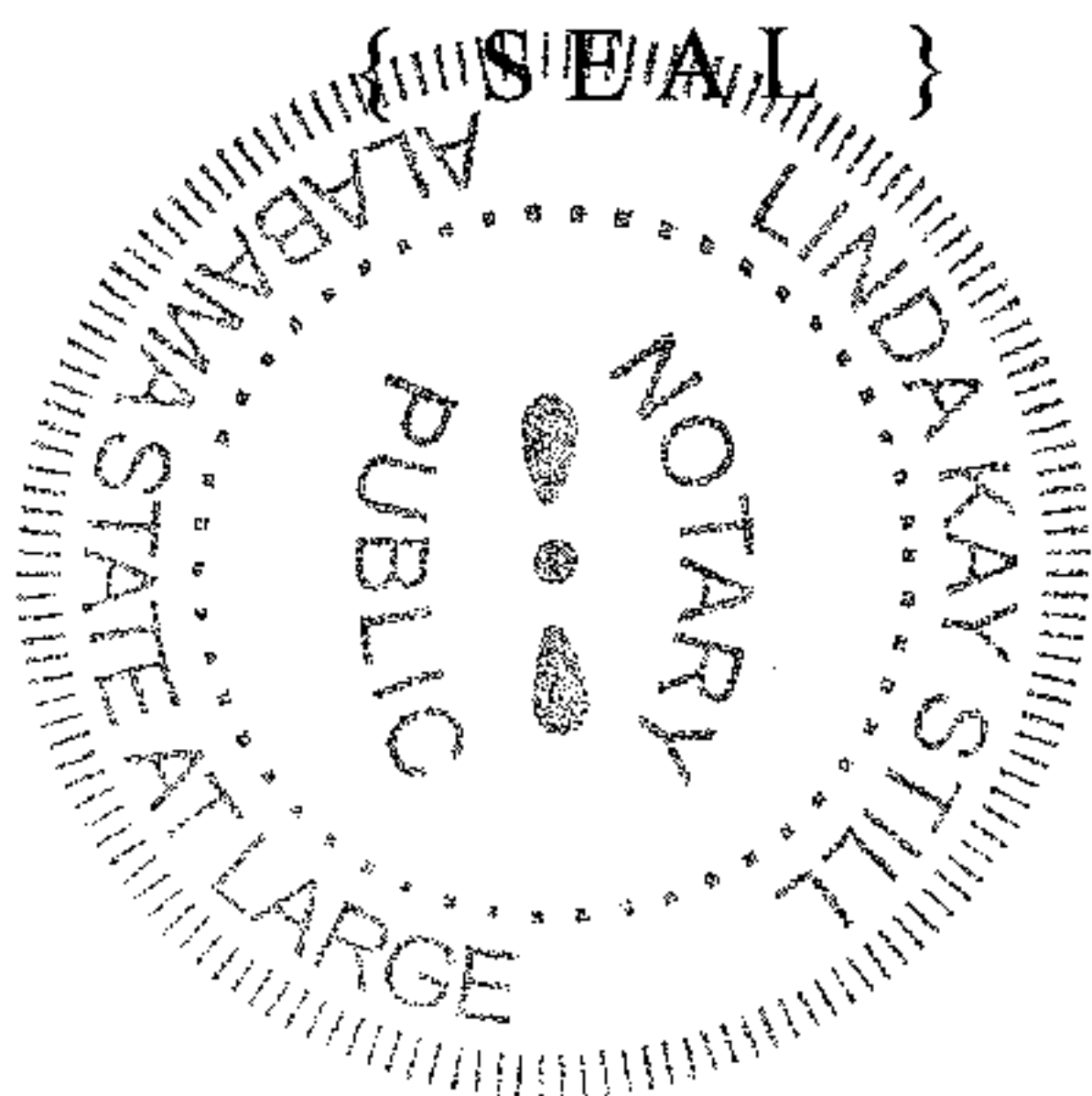
Samuel W. Sharp, Successor Trustee under the Sharp Revocable Trust, dated August 11, 2006, as Amended and Restated

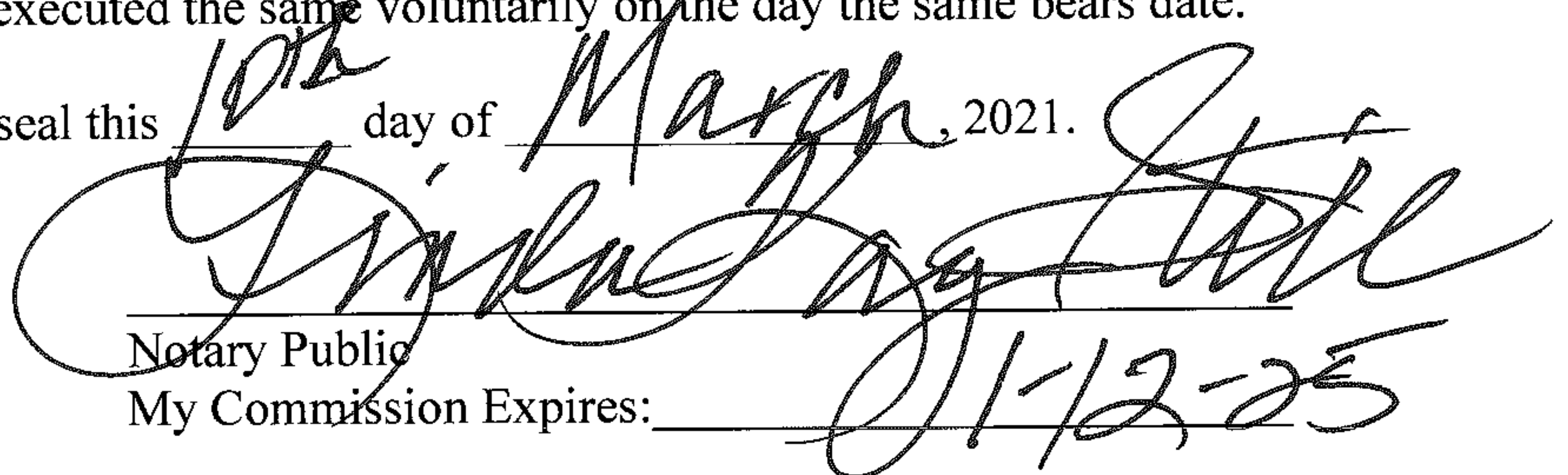
Date of Execution: March 10, 2021

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Samuel W. Sharp, whose name as a Successor Trustee under the Sharp Revocable Trust, Dated August 11, 2006, as Amended and Restated, 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, as such Successor Trustee and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of March, 2021.




Notary Public
My Commission Expires: 01-12-25

MY COMMISSION EXPIRES JANUARY 12, 2025

FIRST RESTATEMENT OF
THE SHARP REVOCABLE TRUST AGREEMENT
ORIGINALLY DATED AUGUST 11, 2006

AS OF THE 11th day of June, 2014, I, CHARLES E. SHARP, SR., the undersigned Grantor and Trustee, hereby enter into this First Restatement of Trust Agreement as follows:

WITNESSETH:

WHEREAS, my wife, Katherine G. Sharp, and I did enter into a certain Revocable Trust Agreement dated the 11th day of August, 2006, as Grantor and as Trustee, which was amended on the 20th day of June, 2011, known as The Sharp Revocable Trust Agreement (hereinafter referred to as the "Trust"); and

WHEREAS, pursuant to the provisions in Section 1.04(b) of the Trust, my wife and I reserved the power to revoke, alter or amend the instrument, in whole or in part; and

WHEREAS, we are now desirous of substantially amending the Trust in certain respects, and believe the amendments will be better understood if the entire agreement is restated; and

WHEREAS, among the provisions to be amended in the Trust, we are providing that I will now serve as the sole Trustee of the Trust, and my wife is executing this Trust Restatement to acknowledge such change and provide her consent for such change.

NOW, THEREFORE, in consideration of the premises, the Trust is amended in its entirety by substituting in place of said Trust this First Restatement to read as follows:

ITEM XVI

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. 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.

ITEM XVII

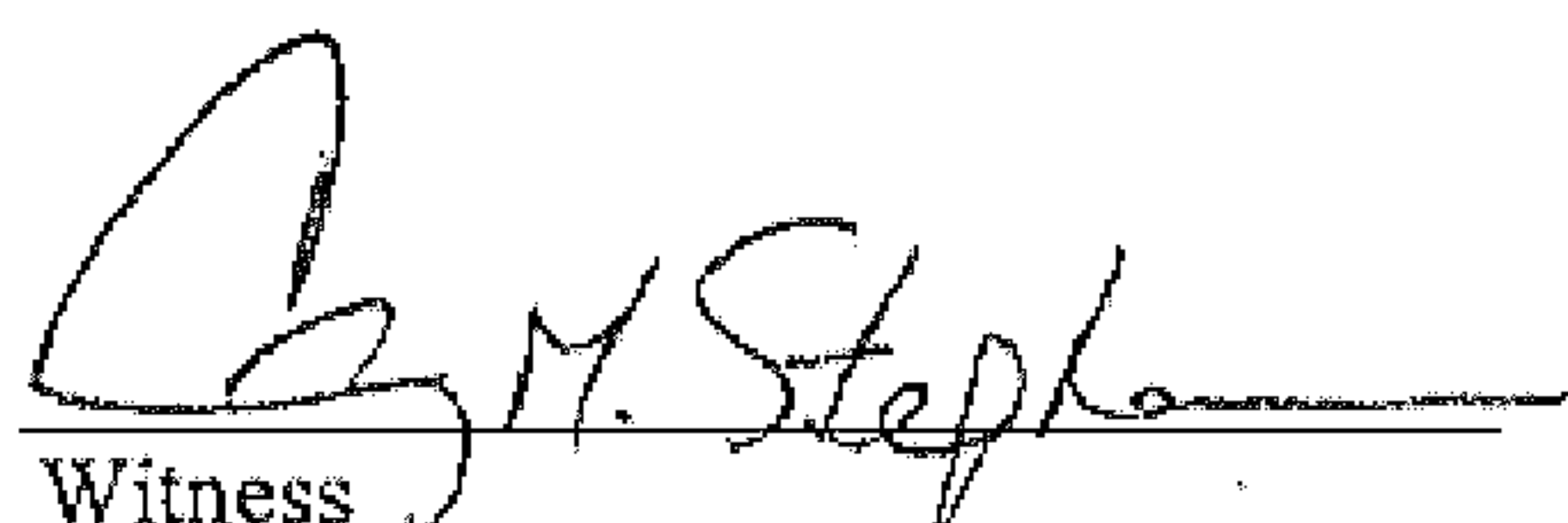
TRUSTEES

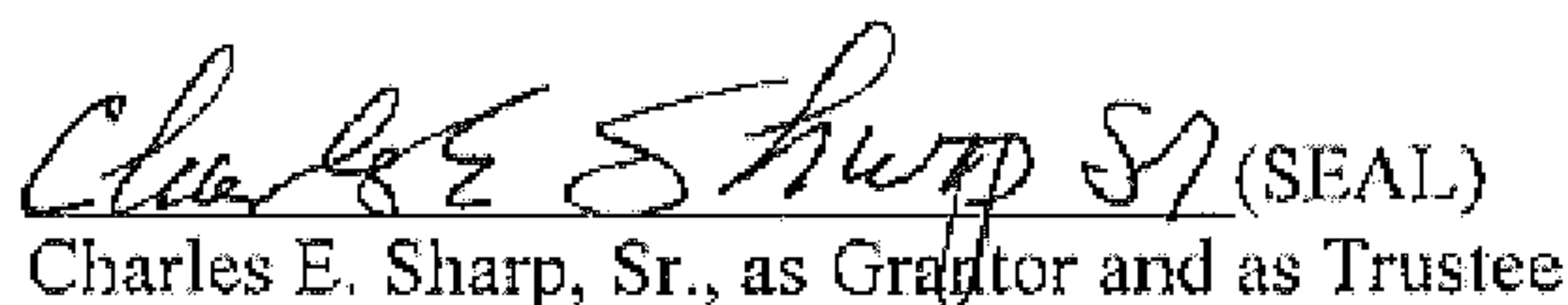
(a) I shall serve as the sole Trustee of the trusts created in this Trust Agreement. In the event of my death, incapacity, inability or unwillingness to serve as Trustee hereunder, then Katherine G. Sharp shall serve as Trustee of the trusts created in this Trust Agreement. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of Katherine G. Sharp, then Samuel W. Sharp 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 Samuel W. Sharp, then Charles E. Sharp, Jr. 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 Charles E. Sharp, Jr., then Thomas E. Sharp 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 Thomas E. Sharp, then Katherine Gaillard Sharp shall serve as Trustee of the trusts created in this Trust Agreement.

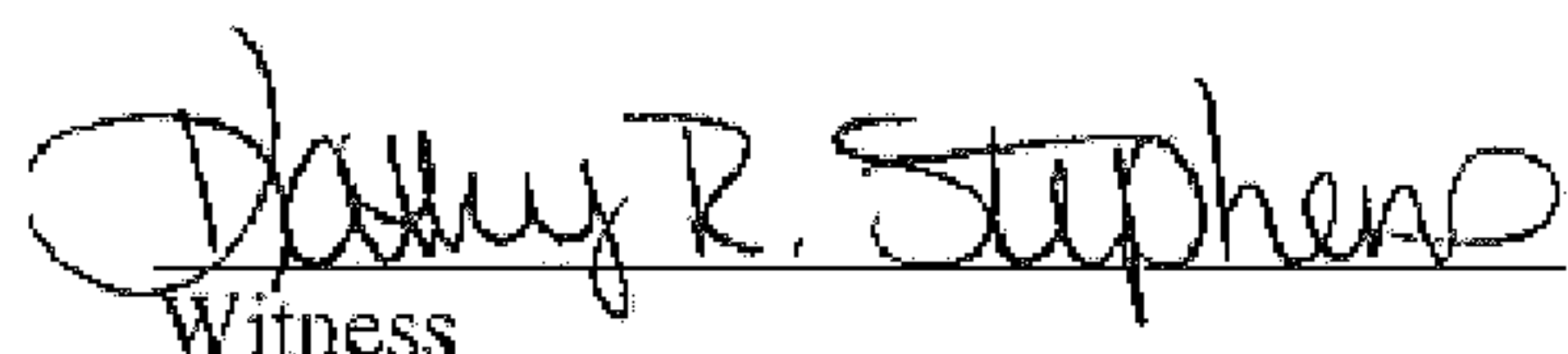
Katherine G. Sharp has joined in the execution of this First Restatement for the purpose of evidencing consent to changes described herein and as consent for me to act as sole Trustee hereunder pursuant to the terms hereof. Any additional amendments hereto shall only require my signature as Grantor and Trustee.

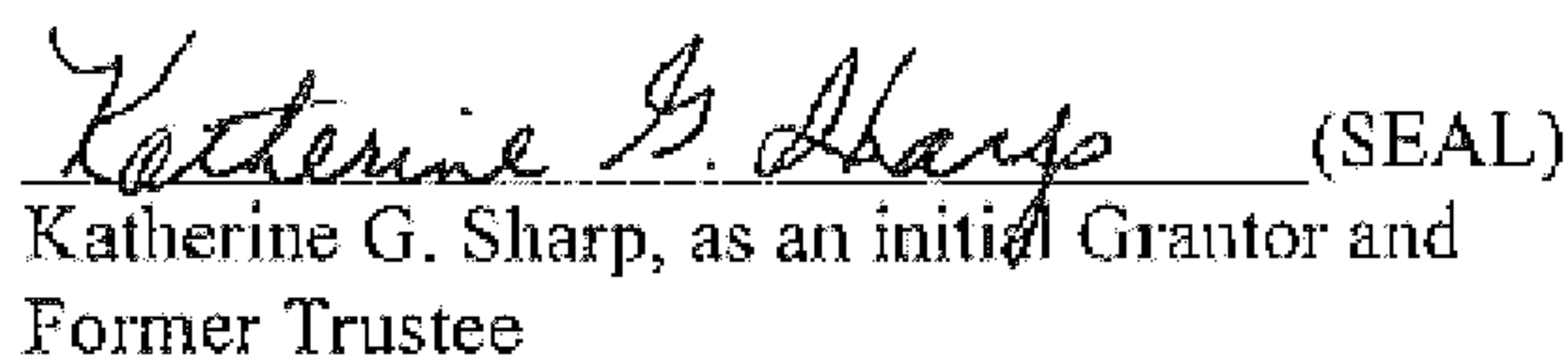
In all other respects, except as herein specifically altered and amended, my wife and I hereby ratify and confirm the said original Revocable Trust Agreement entered into on the 11th day of August, 2006, as amended and restated by this First Restatement.

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


Witness

 (SEAL)
Charles E. Sharp, Sr., as Grantor and as Trustee


Witness

 (SEAL)
Katherine G. Sharp, as an initial Grantor and
Former Trustee

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority in and for the State of Alabama at Large, hereby certify that Charles E. Sharp, Sr., 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 11th day of June, 2014.


Notary Public
My Commission Expires: 5-2-15

[SEAL]

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority in and for the State of Alabama at Large, hereby certify that Katherine G. Sharp, whose name is signed to the foregoing instrument as an initial Grantor and Former 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 11th day of June, 2014.

Kimberly Smith
Notary Public

My Commission Expires: 5-2-15

[SEAL]

20210324000147160 03/24/2021 09:13:03 AM TRUST 11/19
SECOND RESTATEMENT OF
THE SHARP REVOCABLE TRUST AGREEMENT
ORIGINALLY DATED AUGUST 11, 2006

AS OF THE 15th day of August, 2019, I, CHARLES E. SHARP, SR., the undersigned Grantor and Trustee, hereby enter into this Second Restatement of Trust Agreement as follows:

W I T N E S S E T H:

WHEREAS, my wife, Katherine G. Sharp, and I did enter into a certain Revocable Trust Agreement dated the 11th day of August, 2006, as Grantor and as Trustee, which was amended on the 20th day of June, 2011, which was restated on the 11th day of June, 2014, known as The Sharp Revocable Trust Agreement (hereinafter referred to as the "Trust"); and

WHEREAS, notwithstanding that my wife was listed as an original Grantor on the Trust, she did not contribute any property to the Trust; therefore all of the assets of the Trust are my property only; and

WHEREAS, pursuant to the provisions in Item XVI of the Trust, I reserved the power to revoke, alter or amend the instrument, in whole or in part; and

WHEREAS, I am now desirous of substantially amending the Trust in certain respects, and believe the amendments will be better understood if the entire agreement is restated; and

NOW, THEREFORE, in consideration of the premises, the Trust is amended in its entirety by substituting in place of said Trust this Second Restatement to read as follows:

ITEM XVI

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. 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.

ITEM XVII

TRUSTEES

(a) I shall serve as the sole Trustee of the trusts created in this Trust Agreement. In the event of my death, incapacity, inability or unwillingness to serve as Trustee hereunder, then Katherine G. Sharp 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 Katherine G. Sharp, then Samuel W. Sharp 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 Samuel W. Sharp, then Charles E. Sharp, Jr. 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 Charles E. Sharp, Jr., then Thomas E. Sharp 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 Thomas E. Sharp, then Katherine Gaillard Sharp shall serve as Trustee of the trusts created in this Trust Agreement.

(b) Notwithstanding any provision herein to the contrary, following the apportionment date, Charles E. Sharp, Jr., Thomas E. Sharp, Samuel W. Sharp and Katherine Gaillard Sharp shall each serve and act as sole Trustee of all the trusts established for his or her respective benefit. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of any of Charles E. Sharp, Jr., Thomas E. Sharp, Samuel W. Sharp and Katherine Gaillard Sharp, then the other(s) or the survivor(s) of them shall serve and act as Trustee.

ITEM XVIII

REMOVAL OR REDESIGNATION OF TRUSTEE

(a) Notwithstanding anything hereinabove to the contrary, upon my death or incapacity, my Redesignator, hereinafter named, shall have the right to add further Trustees and/or rearrange the order in which the Trustees named hereinabove shall serve, remove any Trustee serving or named to serve, and/or to substitute for any Trustee any bank or trust company having, at the time of such redesignation, 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 who are not otherwise precluded from serving as Trustee hereunder. In the event my said Redesignator should so redesignate any Trustee who

has not at said time commenced serving as Trustee, then such redesignation shall be by a writing signed by my Redesignator, properly notarized, and delivered to the Trustee then serving. In the event my said Redesignator should so redesignate any Trustee who is at that time serving as Trustee hereunder, then such redesignation shall be by a writing signed by my said Redesignator, properly notarized, addressed and delivered to the Trustee, advising the Trustee that it has been removed and naming therein the successor and confirming that the successor has accepted the trusteeship. Thirty (30) days after receipt of such written notice as aforesaid, the Trustee shall thereupon be removed. Any such Trustee shall have vested in it all the rights, powers, duties and discretion herein vested in the original Trustee.

(b) My wife, Katherine G. Sharp, shall be the Redesignator with respect to all trusts created hereunder. Upon the death of my wife, each of my children, Charles E. Sharp, Jr., Thomas E. Sharp, Samuel W. Sharp and Katherine Gaillard Sharp, shall be the Redesignator with respect to all trusts created hereunder for his or her primary benefit. The foregoing provisions notwithstanding, my Redesignator who may be serving from time to time shall also have the power and authority to remove or replace any successor Redesignator named herein and to appoint a successor Redesignator with respect to all trusts for which he or she is serving as Redesignator.

ITEM XIXDUTIES 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. 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.

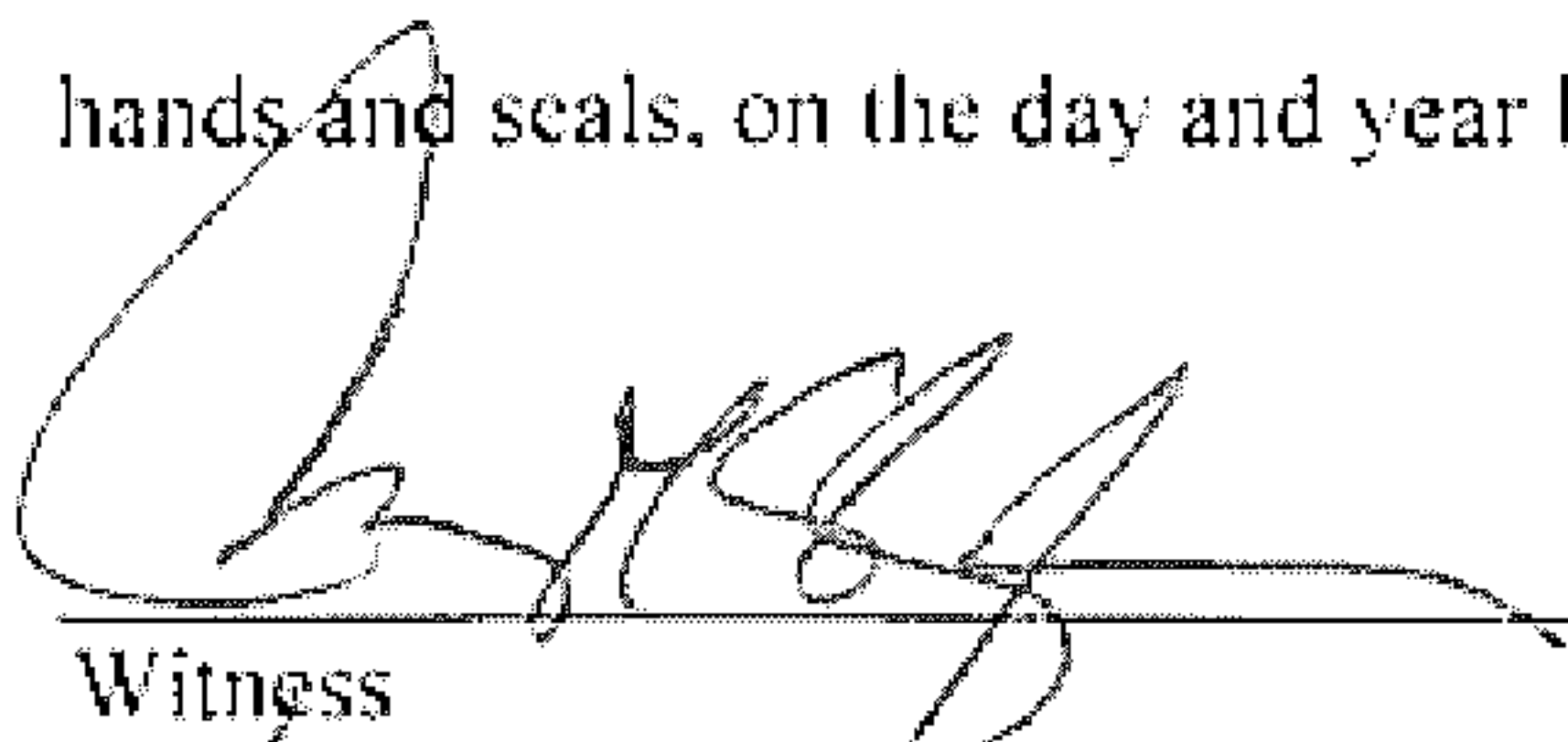
c) To borrow money for such time and upon such terms as the Trustee sees fit, without security or on mortgage of any real estate or upon pledge of any personal property held by the Trustee hereunder, and to execute mortgages or pledge agreements therefor.

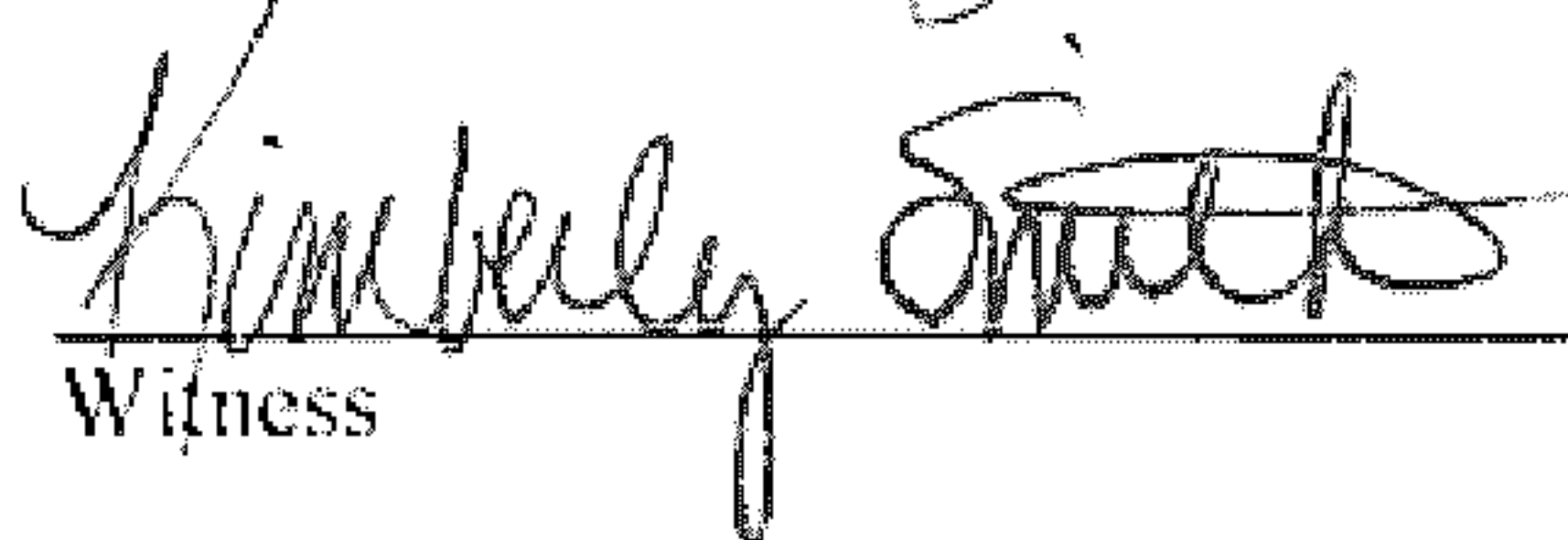
l) To execute and deliver any and all contracts, conveyances, transfers or other instruments, and to do any acts necessary or desirable in the execution of the powers herein vested in the Trustee.

The Trustee has joined in the execution of this Second Restatement for the purpose of evidencing consent to changes described herein.

In all other respects, except as herein specifically altered and amended, I hereby ratify and confirm the said original Revocable Trust Agreement entered into on the 11th day of August, 2006, as amended and restated by the First Restatement and this Second Restatement.

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


Witness

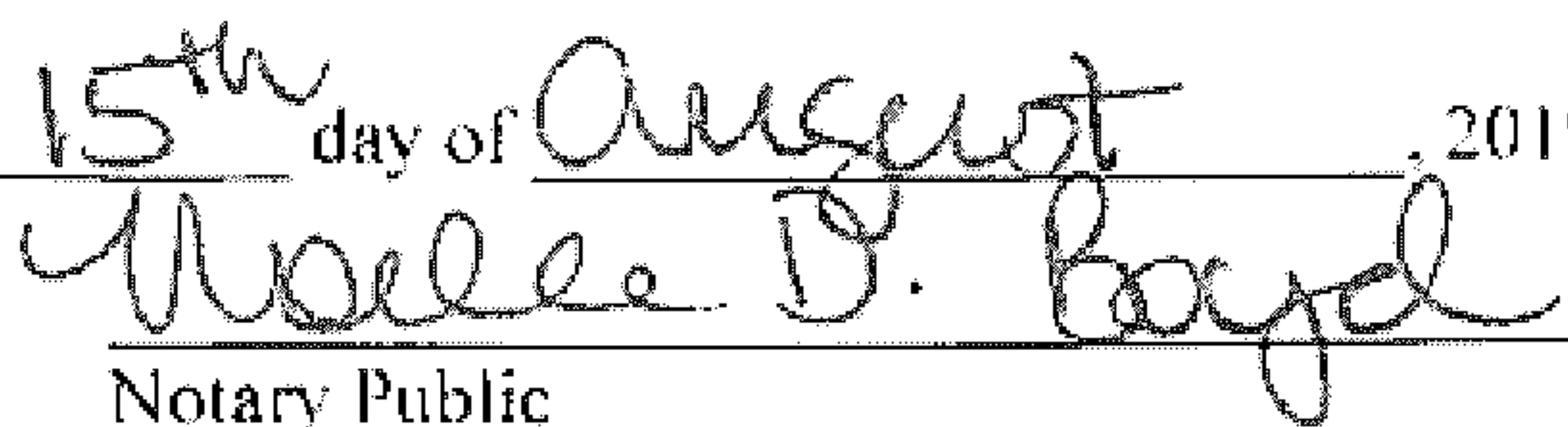

Witness

 (SEAL)
Charles E. Sharp, Sr., as Grantor and as Trustee

STATE OF ALABAMA

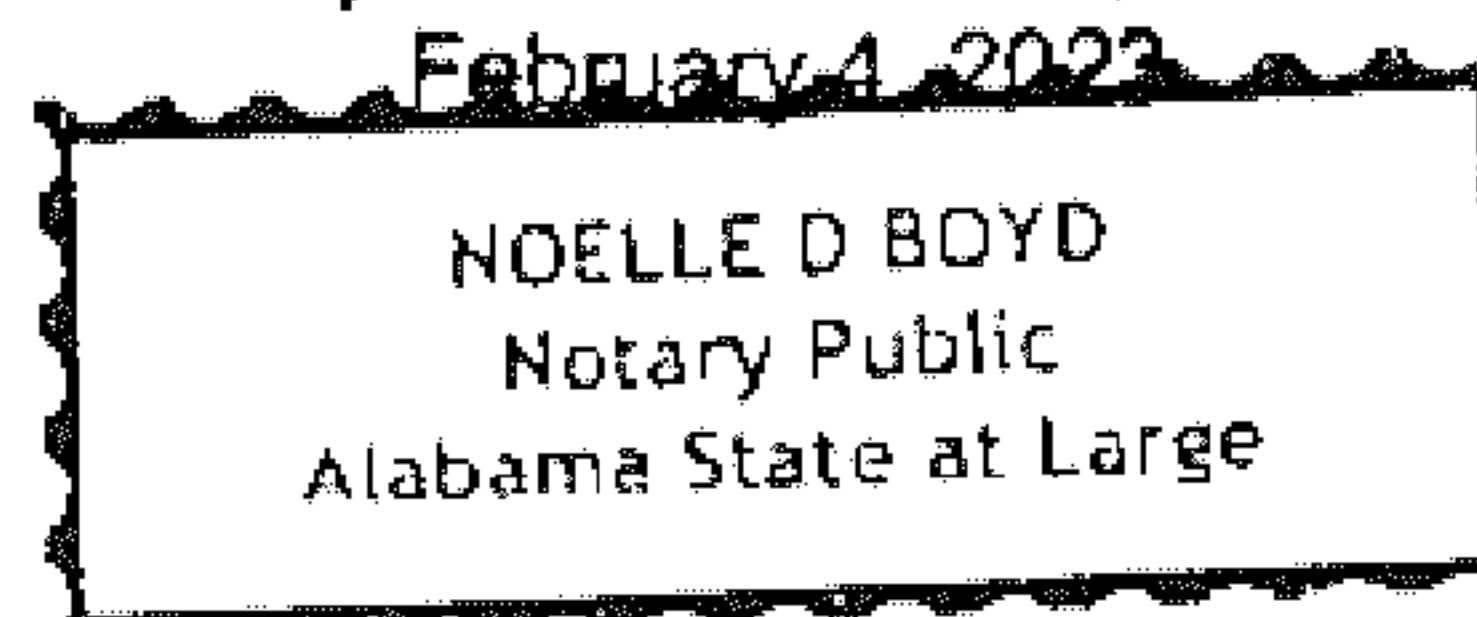
COUNTY OF JEFFERSON

I, the undersigned authority in and for the State of Alabama at Large, hereby certify that Charles E. Sharp, Sr., 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 15th day of August, 2019.

Notary Public
My Commission Expires: _____

[SEAL]

My Commission Expires
February 4, 2023



WHEREAS, CHARLES E. SHARP, SR., as Grantor and as Trustee, entered into the Sharp Revocable Trust Agreement dated the 11th day of August, 2006, which was amended on the 20th day of June, 2011, and was restated in its entirety by a First Restatement dated the 11th day of June, 2014, and again by a Second Restatement thereto dated the 15th day of August, 2019 (the "Trust"); and

WHEREAS, Grantor is now deceased; and

WHEREAS, Grantor's wife, Katherine G. Sharp, was granted the right to add further Trustees and redesignate the successor Trustee under Item XVIII of the Trust entitled "REMOVAL OR REDESIGNATION OF TRUSTEE," appearing on pages 35 and 36 thereof, in which the following language appears:

"(a) Notwithstanding anything hereinabove to the contrary, upon my death or incapacity, my Redesignator, hereinafter named, shall have the right to add further Trustees and/or rearrange the order in which the Trustees named hereinabove shall serve, remove any Trustee serving or named to serve, and/or to substitute for any Trustee any bank or trust company having, at the time of such redesignation, 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 who are not otherwise precluded from serving as Trustee hereunder. In the event my said Redesignator should so redesignate any Trustee who has not at said time commenced serving as Trustee, then such redesignation shall be by a writing signed by my Redesignator, properly notarized, and delivered to the Trustee then serving. In the event my said Redesignator should so redesignate any Trustee who is at that time serving as Trustee hereunder, then such redesignation shall be by a writing signed by my said Redesignator, properly notarized, addressed and delivered to the Trustee, advising the Trustee that it has been removed and naming therein the successor and confirming that the successor has accepted the trusteeship. Thirty (30) days after receipt of such written notice as aforesaid, the Trustee shall thereupon be removed. Any such Trustee shall have vested in it all the rights, powers, duties and discretion herein vested in the original Trustee.

(b) My wife, Katherine G. Sharp, shall be the Redesignator with respect to all trusts created hereunder. Upon the death of my wife, each of my children, Charles E. Sharp, Jr., Thomas E. Sharp, Samuel W. Sharp and Katherine Gaillard Sharp, shall be the Redesignator with respect to all trusts created hereunder for his or her primary benefit. The foregoing provisions notwithstanding, my Redesignator who may be serving from time to time shall also have the power and authority to

remove or replace any successor Redesignator named herein and to appoint a successor Redesignator with respect to all trusts for which he or she is serving as Redesignator.

(c) Anything hereinabove to the contrary notwithstanding, the power to remove and replace a Trustee shall not be exercisable by my Redesignator, where such power will cause all or any part of the assets of the trust estate to be included in the estate of my said Redesignator under applicable provisions of the Internal Revenue Code, Treasury Regulations and case law in effect at the time of such exercise.

(d) Third parties may rely upon the written representations of my Redesignator that the conditions and requirements for the exercise of such power to remove and replace a Trustee have been satisfied."

WHEREAS, Katherine G. Sharp is now desirous of redesignating the Trustees of the Trust in certain respects as hereinafter provided;

NOW, THEREFORE, in consideration of the premises, Katherine G. Sharp exercises that right as hereinafter stated.

(a) Katherine G. Sharp and Samuel W. Sharp shall serve as Trustee of the trusts created in the Trust for the benefit of Katherine G. Sharp. In the event of the death, incapacity, inability or unwillingness to serve as Trustee of Samuel W. Sharp, then Charles E. Sharp, Jr. shall serve in his place and stead as Trustee of the trusts created in the Trust for the benefit of Katherine G. Sharp. In the event of the death, incapacity, inability or unwillingness to serve as Trustee of Charles E. Sharp, Jr., then Thomas E. Sharp shall serve in his place and stead as Trustee of the trusts created in the Trust for the benefit of Katherine G. Sharp. In the event of the death, incapacity, inability or unwillingness to serve as Trustee of Thomas E. Sharp, then Katherine Gaillard Sharp shall serve in his place and stead as Trustee of the trusts created in the Trust for the benefit of Katherine G. Sharp. In the event of the incapacity, inability or unwillingness to serve as Trustee of Katherine G. Sharp, then the other then serving Trustee shall serve as sole Trustee of the trusts created in the Trust for the benefit of Katherine G. Sharp. So long as any two Trustees named herein are serving together, the signature, authorization, consent or approval of one then serving Trustee shall serve as authorization, consent and approval to take action on behalf of the Trust.

(b) Katherine G. Sharp hereby represents and affirms that all of the conditions and requirements in the Trust with respect to such right of redesignation have been satisfied.

(c) The Trustee has joined in the execution of this Agreement for the purpose of acknowledging receipt of this Agreement which has been properly notarized and attached to the Trust.

IN WITNESS WHEREOF, on this 25th day of February, 2020, the undersigned has executed this instrument in accordance with the above-described conditions.

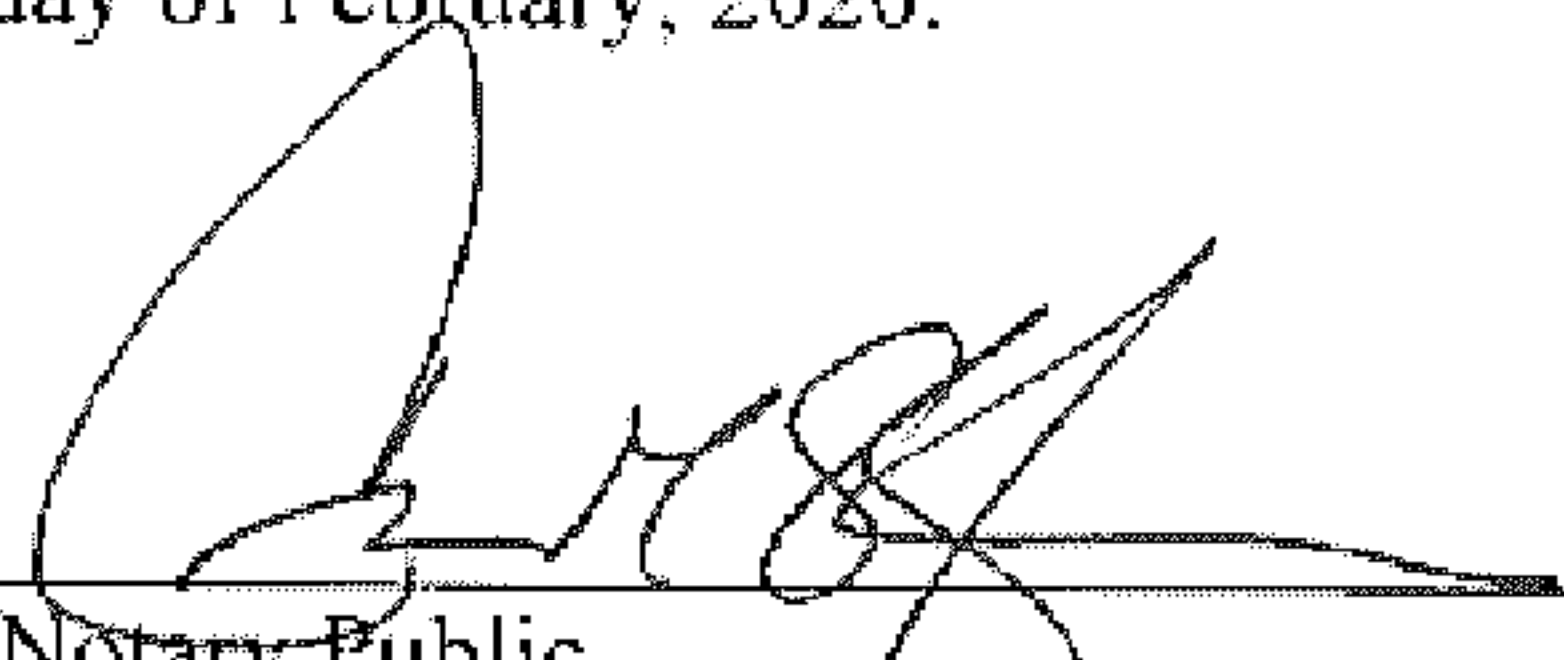

Katherine G. Sharp, Individually and as Trustee

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Katherine G. Sharp, whose name is signed to the foregoing instrument individually 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 25th day of February, 2020.


Notary Public
My Commission Expires: MY COMMISSION EXPIRES AUGUST 24, 2020



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/24/2021 09:13:03 AM
\$15.00 CHERRY
20210324000147160

