CERTIFICATION OF TRUST FOR THE GAYLE McLEOD FALLS MANAGEMENT TRUST U/A/D DECEMBER 5, 2012, AS AMENDED AND RESTATED

STATE OF ALABAMA)

COUNTY OF SHELBY)

Effective as of the 10th day of June, 2021, the undersigned, Hal Coons, III, as Trustee (the "Trustee") of the Gayle McLeod Falls Management Trust u/a/d December 5, 2012, as amended and restated, hereby certifies as follows:

1. The Gayle McLeod Falls Management Trust (the "Trust") was validly created on or about December 5, 2012, pursuant to that certain revocable trust agreement entered into by Gayle McLeod Falls, as both "Grantor" and "Trustee" thereunder, which revocable trust agreement was amended on or about December 6, 2016, and was subsequently amended and restated in its entirety on or about November 21, 2017, by that certain amended and restated trust agreement entitled the "First Restatement of Gayle McLeod Falls Management Trust Originally Dated December 5, 2012", entered into by Gayle McLeod Falls, as "Grantor" thereunder, and Hal Coons, III, as "Trustee" thereunder (as so amended and restated, the "Trust Agreement"), and is in existence as of the date of this Certificate.

2. Hal Coons, III, remains the duly authorized and acting Trustee of the Trust under the Trust Agreement.

3. The Trustee's mailing address is 110 Office Park Drive, Suite 100, Birmingham, Alabama 35223.

4. Except as otherwise herein provided, the Trust Agreement has not been revoked, modified, amended or terminated and is currently in existence; there have been no amendments or modifications thereto which would terminate, revoke, or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Agreement or otherwise limit the power of any such Trustee over any Trust property; and the Trust Agreement has not been revoked, modified or amended in any way that would cause the representations in this Certification of Trust to be incorrect.

5. Gayle McLeod Falls, the Grantor of the Trust (the "Trust Grantor") died on or about July 27, 2019. The Trust Agreement was revocable only during the life of the Trust Grantor and, by virtue of her death, is now irrevocable.

6. Title to assets in the Trust has been taken as follows:

   Hal Coons, III, or any Successor(s), as Trustee of the Gayle McLeod Falls Management Trust u/a/d December 5, 2012, as Amended and Restated.

   In addition, for titling purposes, any description referring to the Trust shall be effective if it includes the name of the Trust, the name of at least one Trustee or successor Trustee and any reference indicating that property is being held by the Trustee in a fiduciary capacity.

7. The Trustee of the Trust 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 Trustee are fully set forth in the Trust Agreement.

8. 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 Trustee as the currently acting Trustees under the Trust Agreement, and certain powers of the Trustee or any successor Trustee under the Trust Agreement relating to real property. The Trustee 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 Certification.

9. 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 Trustee solely in the Trustee's 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 the undersigned's individual capacity, and the undersigned expressly limits the undersigned's liability hereunder solely to the property now or hereafter held by the undersigned as the Trustee of the Trust under the Trust Agreement.

11. The undersigned Trustee hereby 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.

12. 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 -
Signatures Page Follows]**

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

Hal Coons III

Hal Coons, III, Trustee
Gayle McLeod Falls Management Trust u/a/d December 5, 2012, as Amended and Restated

Date of Execution: 6/10/2021

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Hal Coons, III, whose name as Trustee of the Gayle McLeod Falls Management Trust u/a/d December 5, 2012, 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 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 June, 2021.

RITA FAYE MITCHELL NOTARY PUBLIC STATE OF ALABAMA

SEAL }

Rita Faye Mitchell
Notary Public
My Commission Expires: 8-9-2024

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

FIRST RESTATEMENT OF THE

GAYLE MCLEOD FALLS MANAGEMENT TRUST

ORIGINALLY DATED DECEMBER 5, 2012

AS OF THE 21st day of Nov., 2017, I, GAYLE MCLEOD FALLS, the undersigned Grantor, hereby enter into this Trust Agreement with HAL COONS, III, the undersigned Trustee, as follows:

WITNESSETH:

WHEREAS, I did enter into a certain Management Trust Agreement dated the 5th day of December, 2012, as Grantor and Trustee, which was amended on the 6th day of December, 2016, and which is commonly known as the "Gayle McLeod Falls Management Trust" (hereinafter, as amended and restated, referred to as the "Trust"); and

WHEREAS, among the provisions in this First Restatement of the Trust is a change to provide that Hal Coons, III is now serving as the Trustee of said Trust; and

WHEREAS, pursuant to the provisions of Item XIII of the Trust, I reserved the power to revoke, modify 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;

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

ITEM XIV

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; provided, however, no amendments or revocation of this trust shall be effective unless agreed to in writing by the Trustee. If the Trustee approves such modification, then 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. In addition, 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 or incompetency.

ITEM XV

TRUSTEES

(a) Hal Coons, III 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 of Hal Coons, III, then the senior member of Pearce, Bevill, Leesburg, Moore, P.C. (or any successor entity thereto whether by purchase, merger, consolidation, change of name or otherwise), shall substitute for such Trustee any bank or trust company having at the time of any such appointment, total resources or assets under management of not less than One Hundred Twenty-Five Million Dollars ($125,000,000), or any one or more individuals, including an accountant employed by Pearce, Bevill, Leesburg, Moore, P.C. Such appointment of a successor Trustee shall be by a writing signed by the senior member of Pearce, Bevill, Leesburg, Moore, P.C., properly notarized, addressed and delivered both to the Trustee who is being replaced (if such Trustee is living) and to the successor Trustee. Likewise, the senior member of Pearce, Bevill, Leesburg, Moore, P.C. may, in the same manner, appoint any number of successor Trustees.

ITEM XVII

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. 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.

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.

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

Gayle McLeod Falls (SEAL)
Gayle McLeod Falls, as Grantor

Hal Coons III (SEAL)
Hal Coons, III, as Trustee

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority in and for the State of Alabama at Large, hereby certify that Gayle McLeod Falls, 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 21st day of November, 2017.

Notary Public
My Commission Expires: MY COMMISSION EXPIRES MAY 23, 2019

[SEAL]

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority in and for the State of Alabama at Large, hereby certify that Hal Coons, III, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29th day of November, 2017.

Rita Faye Mitchell
Notary Public
My Commission Expires: 8-9-2020

RITA FAYE MITCHELL
MY COMMISSION EXPIRES AUGUST 9, 2020
[SEAL]
NOTARY PUBLIC
STATE OF ALABAMA

SHELBY COUNTY ALABAMA

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
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Allen S. Boyd