

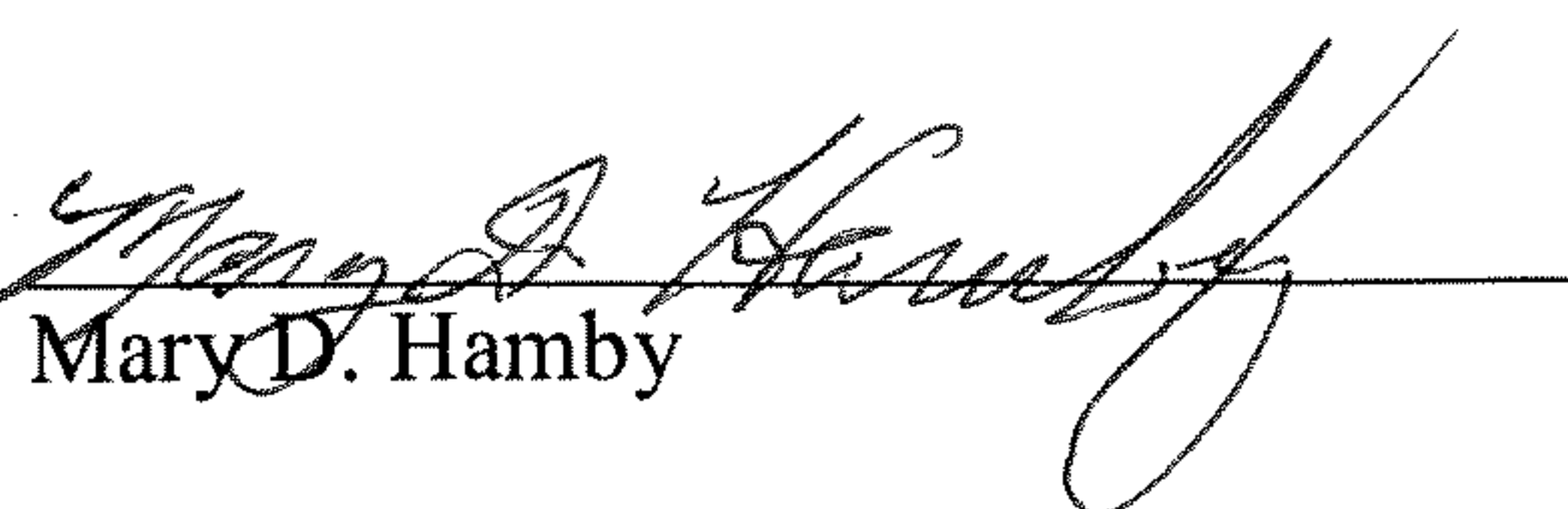
Certificate of Trust
D.R. Hamby Trust Dated July 13, 2010

We, the undersigned Trustees, declare as follows:

1. The name of the trust is: D. R. Hamby Trust Dated July 13, 2010.
2. The trust currently exists.
3. The trust was executed on July 13, 2010.
4. The Grantor of the trust was D. R. Hamby.
5. The trust is irrevocable due to the death of D. R. Hamby.
6. The trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certificate of Trust to be incorrect.
7. The currently acting Trustees of the trust are:
Mary D. Hamby, Kimberly Dianne Kinder, Patrick Edward Hamby, and Kevin Michael Hamby.
8. The powers of the Trustees under Paragraph VIII. (a) (4) include the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage, and deal with real and personal property interests of all kinds, including accounts at financial institutions.
9. The Trustees have authorized Mary D. Hamby to execute any and all documents on behalf of the Trust for the sale of the property, described herein on Exhibit "A", to The Woolley Institute For Spoken-Language Education. (See Consent of the Trustees of the D.R. Hamby Trust Dated July 13, 2010 attached hereto).
10. We, as Trustees, hereby agree to indemnify and hold harmless any person or entity that relies on the information contained within this Certificate of Trust against any loss incurred by such person or entity.

The statements made above are accurate and the trust has not been revoked or amended in any way that would cause the representations in this Certificate of Trust to be incorrect. All currently acting Trustees of the trust are identified above and are signatories to this Certificate of Trust.

Dated: July ____, 2021.


Mary D. Hamby

Kimberly Dianne Kinder

Patrick Edward Hamby

Kevin Michael Hamby

Kevin Michael Hamby

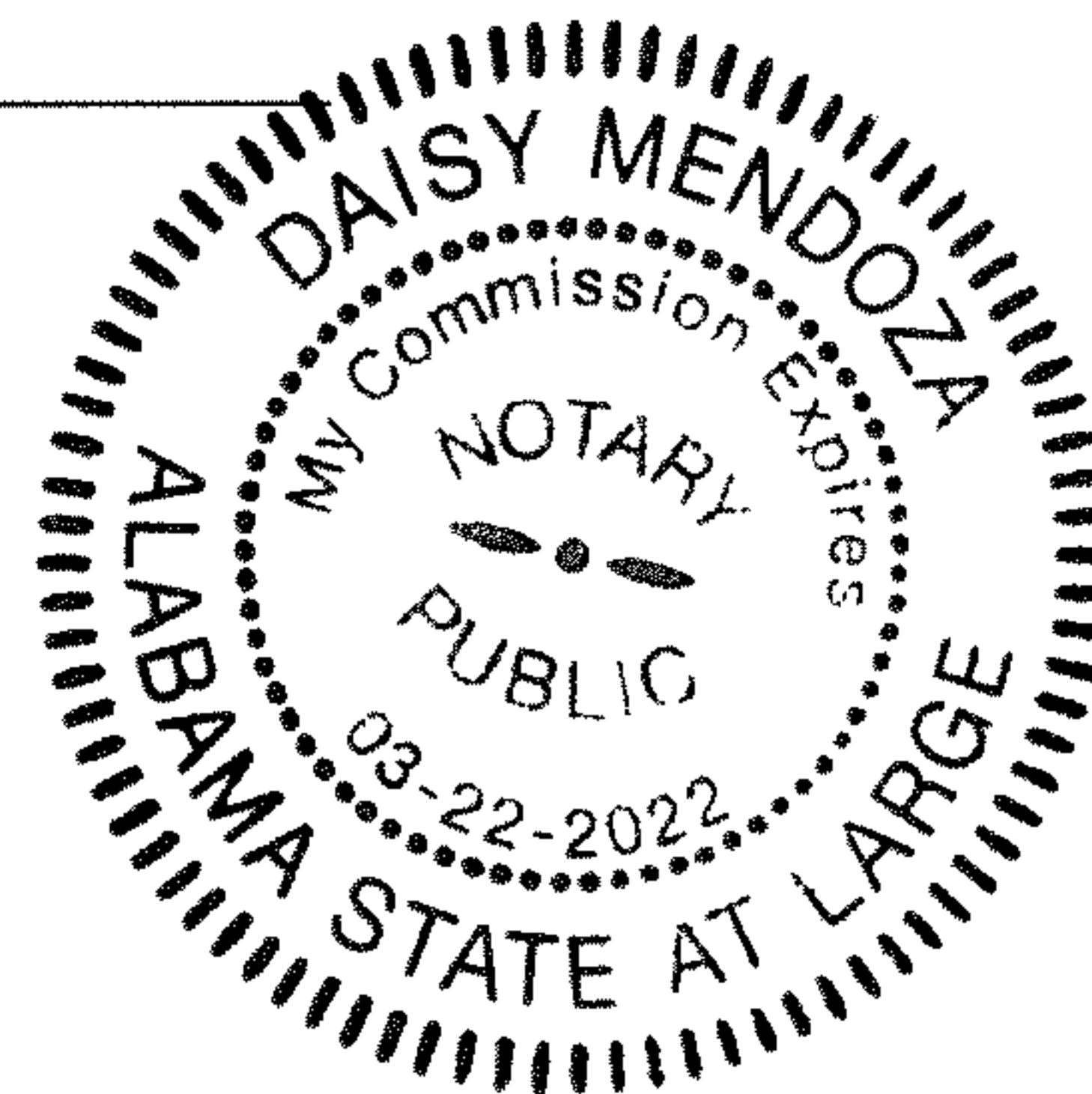
STATE OF Alabama

COUNTY OF Jefferson

I, the undersigned, a Notary Public, hereby certify that Mary D. Hamby, whose name 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 instrument, she executed the same voluntarily on the day the same bears date. Given under my hand this July 27th, 2021.

[Signature]

Notary Public
Printed Name:
My Commission Expires:



STATE OF _____

COUNTY OF _____

I, the undersigned, a Notary Public, hereby certify that Kimberly Dianne Kinder, whose name 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 instrument, she executed the same voluntarily on the day the same bears date. Given under my hand this July _____, 2021.

Notary Public
Printed Name:
My Commission Expires:

Certificate of Trust
D.R. Hamby Trust Dated July 13, 2010

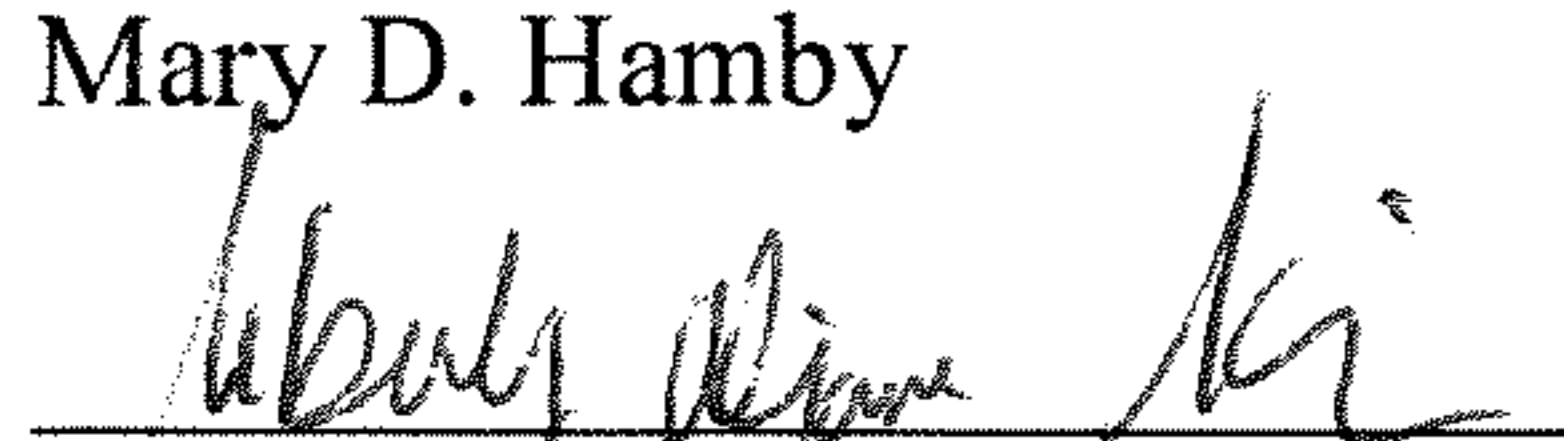
We, the undersigned Trustees, declare as follows:

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Dated: July 27, 2021.

Mary D. Hamby



Kimberly Dianne Kinder

Patrick Edward Hamby

Kevin Michael Hamby

STATE OF _____

COUNTY OF _____

I, the undersigned, a Notary Public, hereby certify that Mary D. Hamby, whose name 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 instrument, she executed the same voluntarily on the day the same bears date. Given under my hand this July _____, 2021.

Notary Public

Printed Name:

My Commission Expires:

STATE OF Alabama

COUNTY OF Jefferson

I, the undersigned, a Notary Public, hereby certify that Kimberly Dianne Kinder, whose name 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 instrument, she executed the same voluntarily on the day the same bears date. Given under my hand this July 27th, 2021.

Cynthia C. Holiness
Notary Public

Printed Name: Cynthia C. Holiness

My Commission Expires:

CYNTHIA C. HOLINESS
Notary Public, Alabama State At Large
My Commission Expires Sept. 24, 2023

Certificate of Trust
D.R. Hamby Trust Dated July 13, 2010

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9. The Trustees have authorized Mary D. Hamby to execute any and all documents on behalf of the Trust for the sale of the property, described herein on Exhibit "A", to The Woolley Institute For Spoken-Language Education. (See Consent of the Trustees of the D.R. Hamby Trust Dated July 13, 2010 attached hereto).
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Dated: July ____, 2021.

Mary D. Hamby

Kimberly Dianne Kinder

Patrick Edward Hamby

Patrick Edward Hamby

Kevin Michael Hamby

Kevin Michael Hamby

STATE OF Alabama

COUNTY OF Jefferson

I, the undersigned, a Notary Public, hereby certify that Mary D. Hamby, whose name 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 instrument, she executed the same voluntarily on the day the same bears date. Given under my hand this July 27th, 2021.

[Signature]

Notary Public
Printed Name:
My Commission Expires:



STATE OF _____

COUNTY OF _____

I, the undersigned, a Notary Public, hereby certify that Kimberly Dianne Kinder, whose name 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 instrument, she executed the same voluntarily on the day the same bears date. Given under my hand this July _____, 2021.

Notary Public
Printed Name:
My Commission Expires:

Patrick Edward Hamby

Kevin Michael Hamby

STATE OF _____

COUNTY OF _____

I, the undersigned, a Notary Public, hereby certify that Mary D. Hamby, whose name 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 instrument, she executed the same voluntarily on the day the same bears date. Given under my hand this July _____, 2021.

Notary Public

Printed Name:

My Commission Expires:

STATE OF Alabama

COUNTY OF Jefferson

I, the undersigned, a Notary Public, hereby certify that Kimberly Dianne Kinder, whose name 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 instrument, she executed the same voluntarily on the day the same bears date. Given under my hand this July 27th, 2021.

Cynthia C. Holiness
Notary Public

Printed Name: Cynthia C. Holiness

My Commission Expires:

CYNTHIA C. HOLINESS
Notary Public, Alabama State At Large
My Commission Expires Sept. 24, 2023

Kevin Michael Hamby

STATE OF _____

COUNTY OF _____

I, the undersigned, a Notary Public, hereby certify that Mary D. Hamby, whose name 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 instrument, she executed the same voluntarily on the day the same bears date. Given under my hand this July _____, 2021.

Notary Public
Printed Name:
My Commission Expires:

STATE OF _____

COUNTY OF _____

I, the undersigned, a Notary Public, hereby certify that Kimberly Dianne Kinder, whose name 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 instrument, she executed the same voluntarily on the day the same bears date. Given under my hand this July _____, 2021.

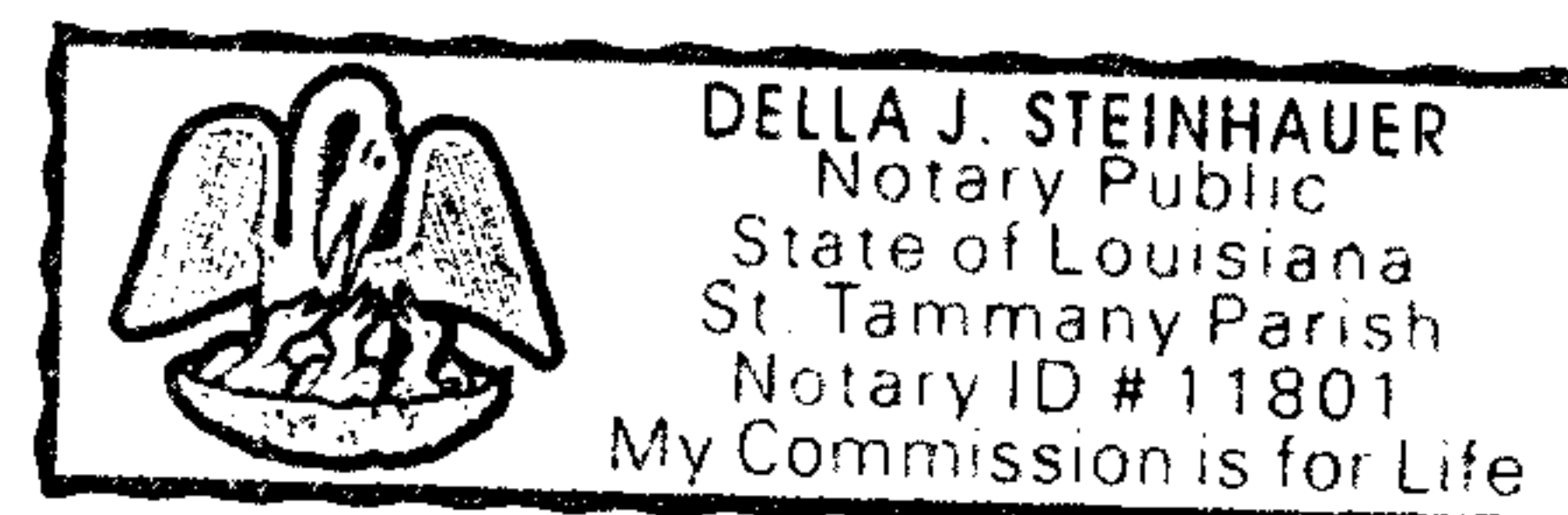
Notary Public
Printed Name:
My Commission Expires:

STATE OF Louisiana
Parish
COUNTY OF St. Tammany

I, the undersigned, a Notary Public, hereby certify that Patrick Edward Hamby, whose name 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand this July 28, 2021.

Della J. Steinhauer
Notary Public
Printed Name:
My Commission Expires:

STATE OF _____



STATE OF _____

COUNTY OF _____

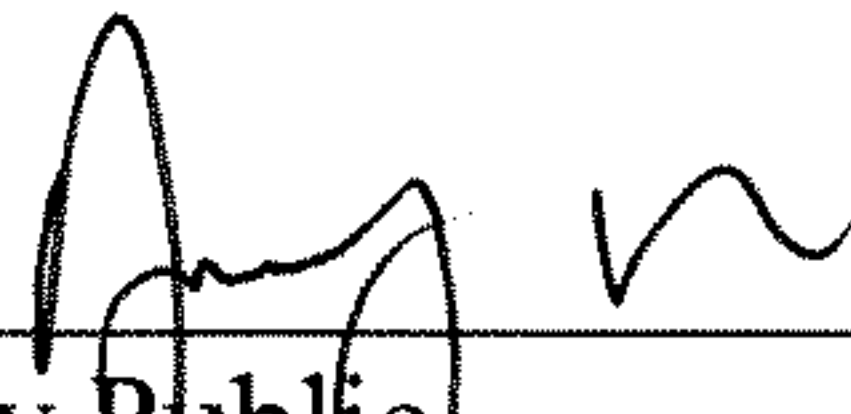
I, the undersigned, a Notary Public, hereby certify that Patrick Edward Hamby, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date. Given under my hand this July _____, 2021.

Notary Public
Printed Name:
My Commission Expires:

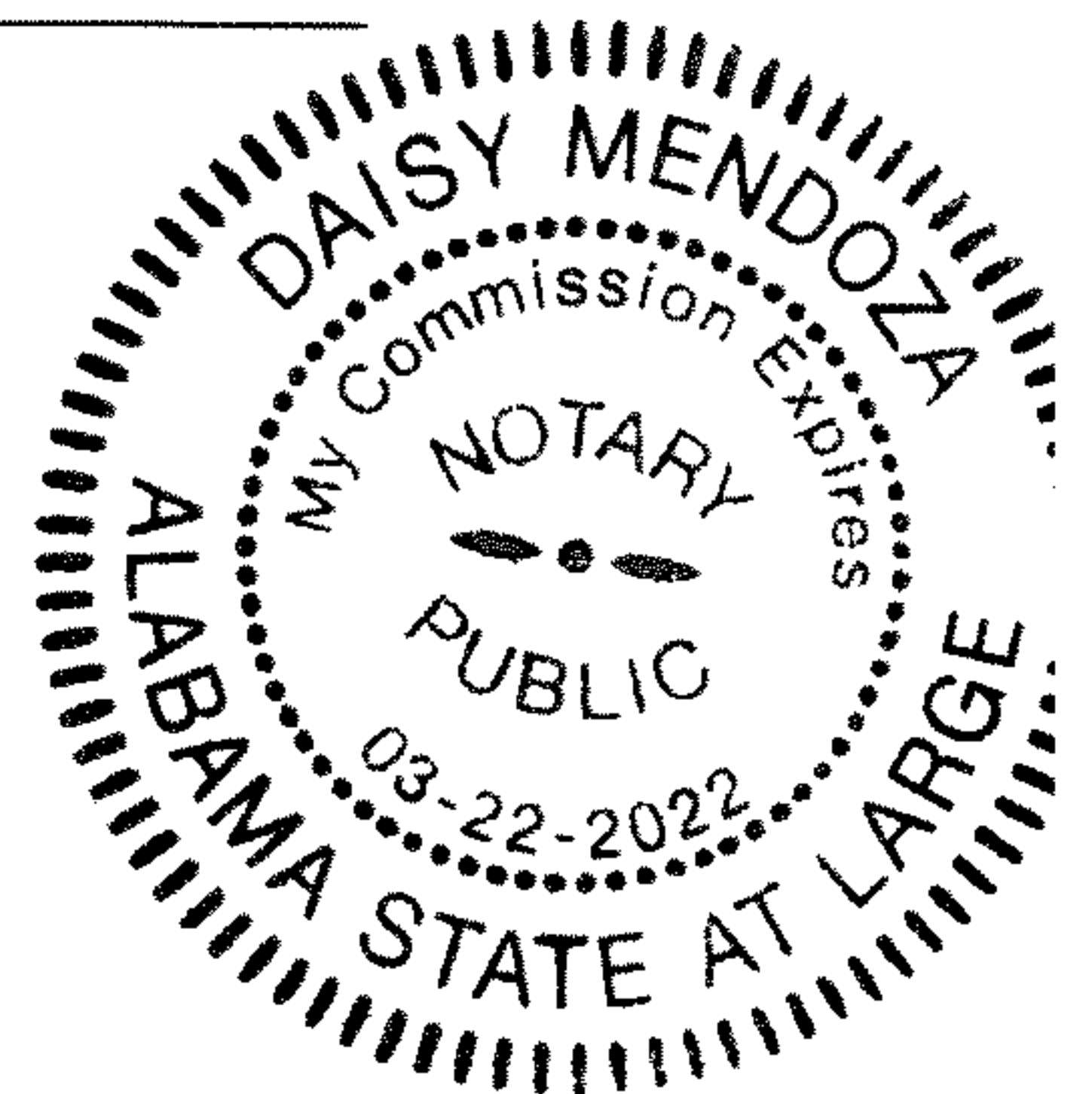
STATE OF Alabama

COUNTY OF Jefferson

I, the undersigned, a Notary Public, hereby certify that Kevin Michael Hamby, whose name 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand this July 21st, 2021.



Notary Public
Printed Name:
My Commission Expires:



This Instrument Prepared By:
Melissa Kessler Smith
Smith Kessler Smith, LLC
1550 West 2nd Street, Suite A4
Gulf Shores, Alabama 36542

Exhibit A

Lot 11C-1, according to the Survey of Meadow Brook Corporate Park South, Phase II, Resurvey of Lot 11C, as recorded in Map Book 34, Page 65, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with the non-exclusive right to use the Easement Property (the "Easement Property"), as defined in that certain Easement Agreement dated as of December 6, 2004 (the "Easement Agreement") between Daniel Realty Company, LLC and Meadow Brook North, LLC, a Delaware limited liability company ("Meadow Brook North"), which has been recorded as Instrument No. 20041221000696360, and amended in Instrument No. 2005020400058980 in the Office of the Judge of Probate for Shelby County, Alabama.

CONSENT OF THE TRUSTEES
OF THE D.R. HAMBY TRUST DATED JULY 13, 2010

(Authority to Sell Property)

WHEREAS, Mary D. Hamby, Kimberly Dianne Kinder, Patrick Edward Hamby, and Kevin Michael Hamby ("Trustees") are the currently serving Trustees of the D.R. Hamby Trust Dated July 13, 2010 ("Trust."); and

WHEREAS, the Trust along with M. Dianne Hamby are the members of ERIE, LLC;; and

WHEREAS, ERIE, LLC ("Seller") has entered in to a Real Estate Purchase Agreement ("Sales Contract") with The Woolley Institute For Spoken-Language Education ("Buyer") for the purchase and sale of the following real property located in Shelby County, Alabama, ("Property"):

Lot 11C-1, according to the Survey of Meadow Brook Corporate Park South, Phase II, Resurvey of Lot 11C, as recorded in Map Book 34, Page 65, in the Office of the Judge of Probate of Shelby County, Alabama;

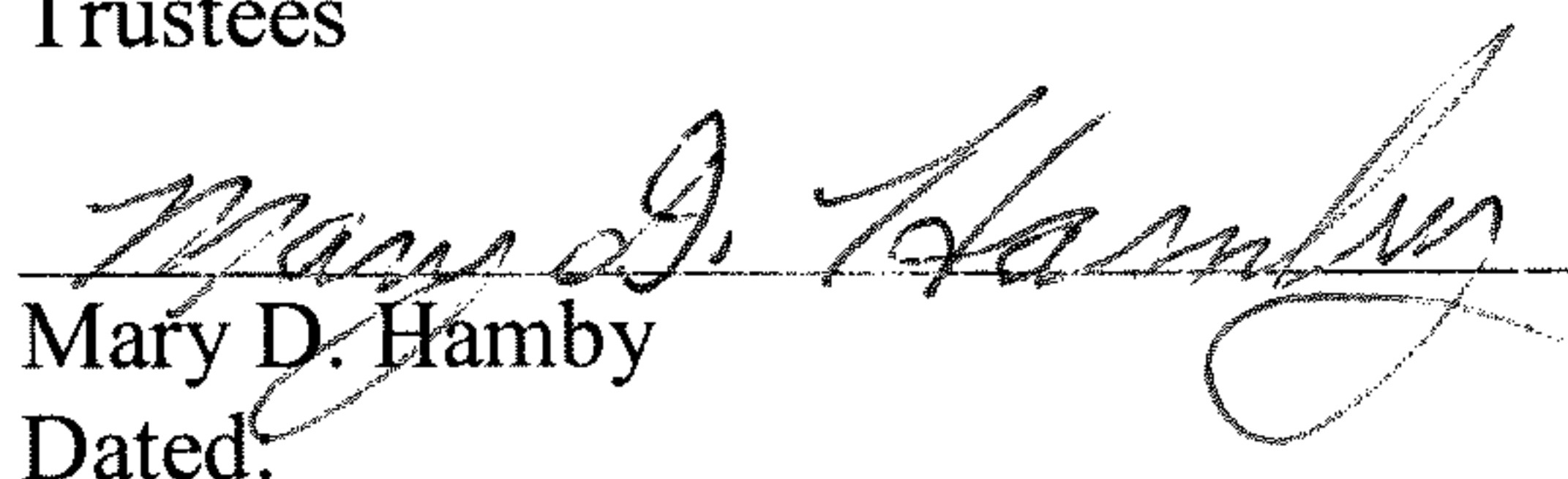
Together with the non-exclusive right to use the Easement Property (the "Easement Property"), as defined in that certain Easement Agreement dated as of December 6, 2004 (the "Easement Agreement") between Daniel Realty Company, LLC and Meadow Brook North, LLC, a Delaware limited liability company ("Meadow Brook North"), which has been recorded as Instrument No. 20041221000696360, and amended in Instrument No. 2005020400058980 in the Office of the Judge of Probate for Shelby County, Alabama

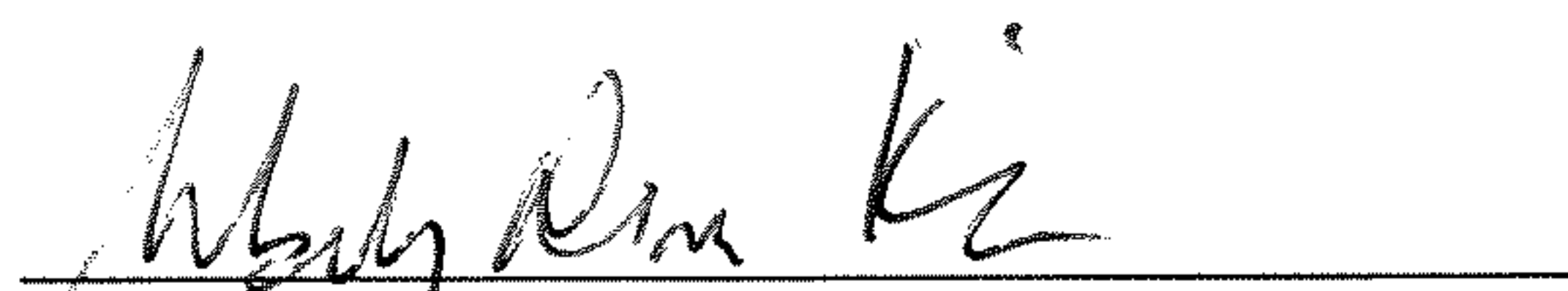
for and inconsideration of the purchase price and other terms and conditions set forth in the Sales Contract (which is incorporated herein by reference); and

WHEREAS, the Trustees have determined that it is in the best interest of the Trust and its beneficiaries for ERIE, LLC, to sell the Property in accordance with the terms of the Sales Contract;

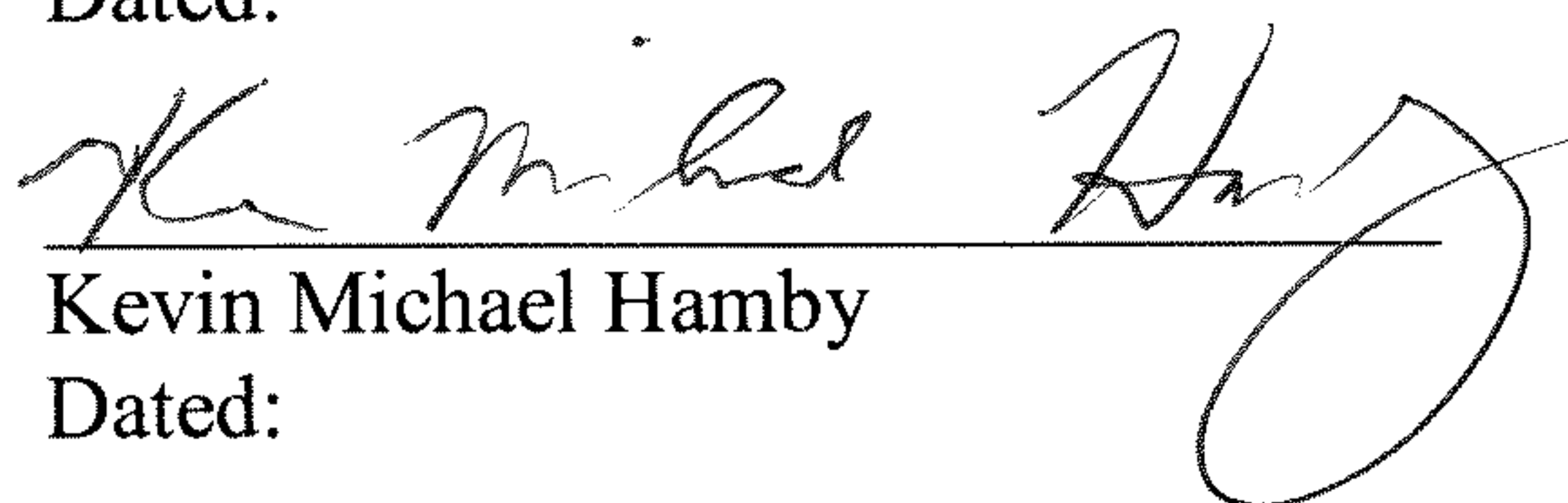
NOW THEREFORE, the Trustees of the Trust hereby consent to the sale of the Property, approve and ratify the Sales Contract, and further direct and authorize Mary D. Hamby, one of the Trustees of the Trust, to execute all documents, affidavits, settlement statements, deeds and other instruments of conveyance and assignment, along with all other documents Mary D. Hamby may determine are reasonably necessary to complete the transaction contemplated by the Sales Contract, on behalf of and as the duly approved and authorized act of the Trustees of the Trust.

Trustees


Mary D. Hamby
Dated:

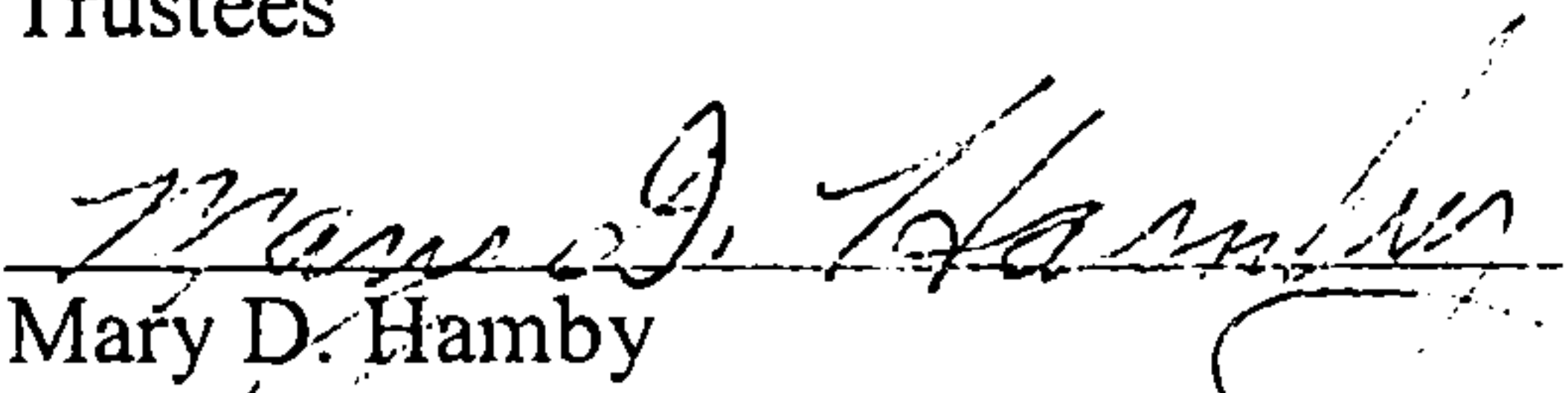

Kimberly Dianne Kinder
Dated:

Patrick Edward Hamby
Dated:

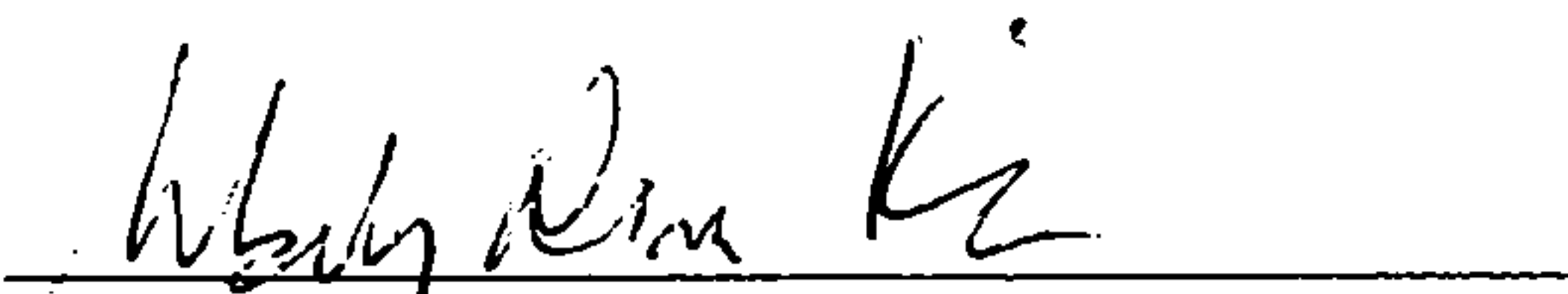

Kevin Michael Hamby
Dated:

NOW THEREFORE, the Trustees of the Trust hereby consent to the sale of the Property, approve and ratify the Sales Contract, and further direct and authorize Mary D. Hamby, one of the Trustees of the Trust, to execute all documents, affidavits, settlement statements, deeds and other instruments of conveyance and assignment, along with all other documents Mary D. Hamby may determine are reasonably necessary to complete the transaction contemplated by the Sales Contract, on behalf of and as the duly approved and authorized act of the Trustees of the Trust.

Trustees

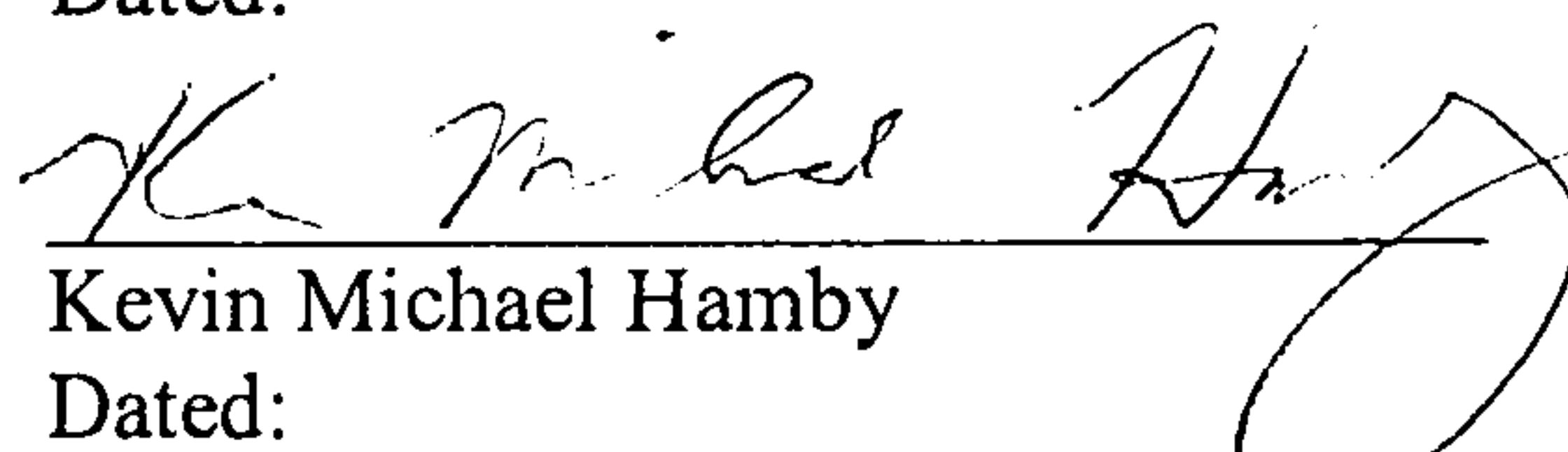


Mary D. Hamby
Dated:



Kimberly Dianne Kinder
Dated:

Patrick Edward Hamby
Dated:



Kevin Michael Hamby
Dated:

Kimberly Dianne Kinder

Dated:

Patrick Edward Hamby

Dated:

Kevin Michael Hamby

Dated:

Exhibit A

Lot 11C-1, according to the Survey of Meadow Brook Corporate Park South, Phase II, Resurvey of Lot 11C, as recorded in Map Book 34, Page 65, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with the non-exclusive right to use the Easement Property (the "Easement Property"), as defined in that certain Easement Agreement dated as of December 6, 2004 (the "Easement Agreement") between Daniel Realty Company, LLC and Meadow Brook North, LLC, a Delaware limited liability company ("Meadow Brook North"), which has been recorded as Instrument No. 20041221000696360, and amended in Instrument No. 2005020400058980 in the Office of the Judge of Probate for Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/04/2021 02:04:41 PM
\$15.00 CHERRY
20210804000378210

Allen S. Bayl