

CERTIFICATION OF TRUST

This Certification of Trust is in lieu of a copy of the trust instrument pursuant to Section 19-3B-1013 of the Code of Alabama, as amended from time to time.

1. The Furnie W. Johnston Revocable Family Trust of 2023 (the "Trust") is currently in existence. The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained herein to be incorrect. Excerpts of the Trust consisting of the first page and the signature page(s) are attached hereto as ***Exhibit "A"*** and made a part hereof.

2. The settlor of the Trust is Furnie W. Johnston (the "Settlor").

3. Upon the death of the Settlor on October 9, 2023, the names and addresses of the currently acting Trustees (the "Trustees") are:

Linda Johnston Thompson, 4976 Heather Point, Birmingham, Alabama 35242
Laura Johnston Etheredge, 3785 Village Lane, Birmingham, Alabama 35223

4. The pages of the Trust setting forth the relevant powers of the Trustees are attached hereto as ***Exhibit "B"*** and made a part hereof.

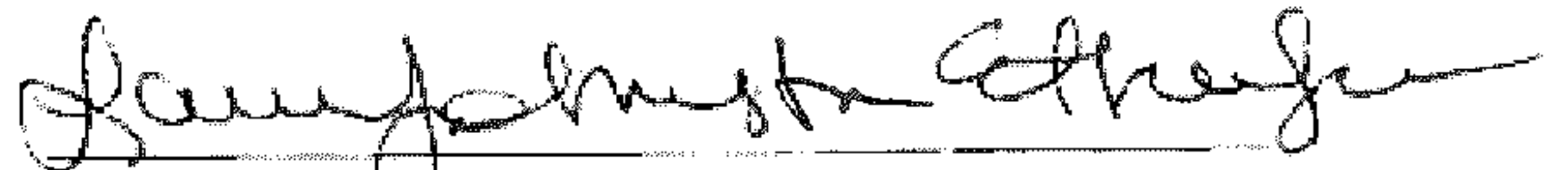
5. The Trust became irrevocable upon the death of the Settlor.

6. The tax identification number of the Trust is available upon request.

7. The names in which title to trust property may be taken are:

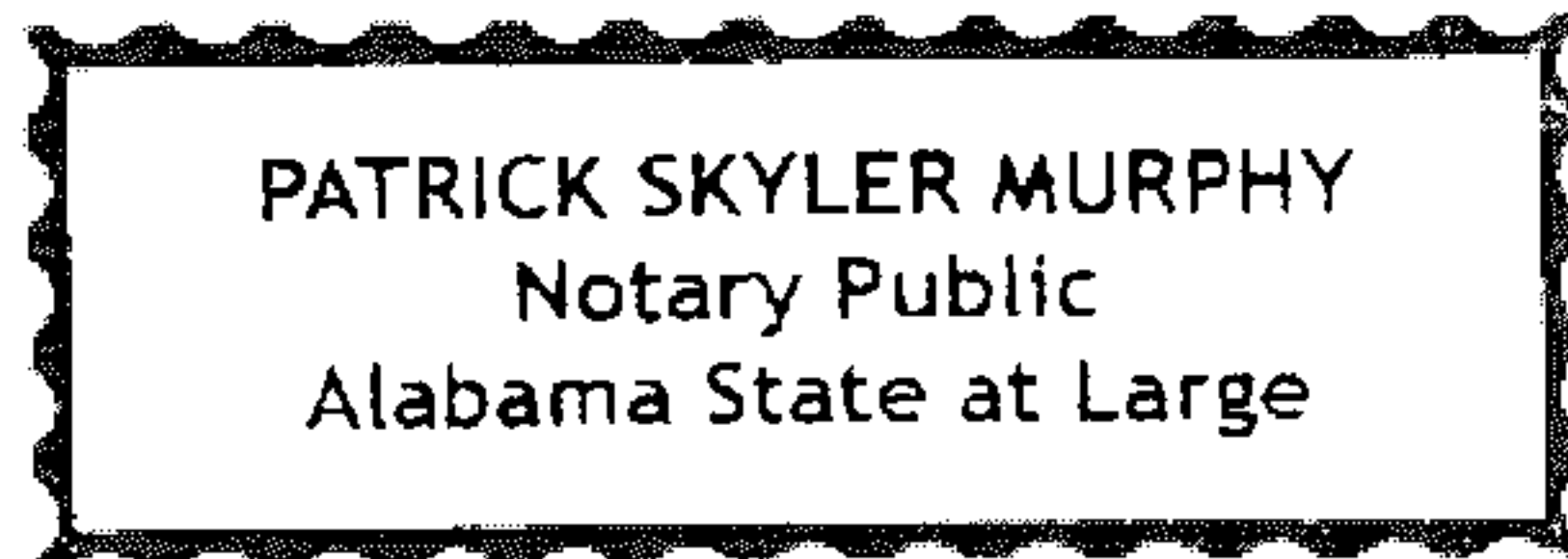
- a. "Linda Johnston Thompson and Laura Johnston Etheredge, and any successors, as Trustees of the Furnie W. Johnston Revocable Family Trust of 2023";
- b. "Linda Johnston Thompson and Laura Johnston Etheredge, as Trustees of the Furnie W. Johnston Revocable Family Trust of 2023"; or
- c. "Furnie W. Johnston Revocable Family Trust of 2023"

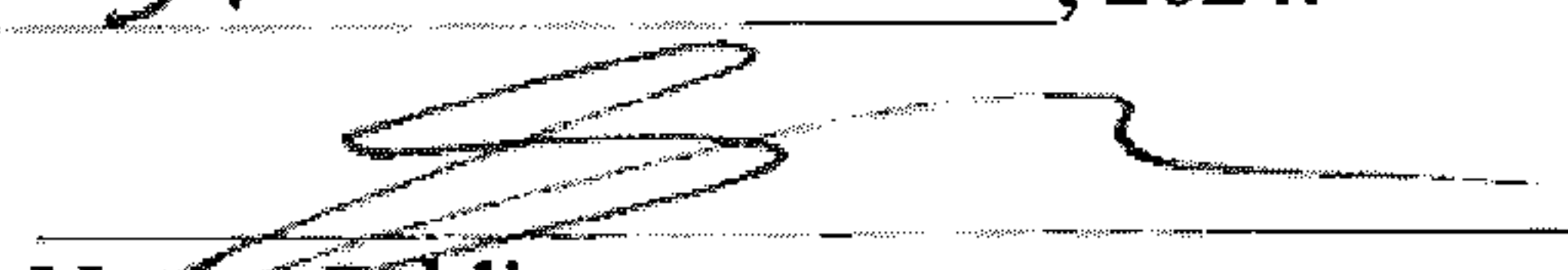

Linda Johnston Thompson, Trustee


Laura Johnston Etheredge, Trustee

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Linda Johnston Thompson and Laura Johnston Etheredge, whose names as Trustees aforesaid are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, the said instrument was executed by Linda Johnston Thompson and Laura Johnston Etheredge voluntarily, and with authority, on the day the same bears date.

Given under my hand and seal on 01-31, 2024.




Notary Public

My Commission Expires: 03-25-26

This Instrument Prepared by:
J. Ken Thompson, Esq.
Dominick Feld Hyde, P. C.
1130 22nd Street South
Ridge Park, Suite 4000
Birmingham, Alabama 35205
(205) 536-8888

"EXHIBIT A"

FURNIE W. JOHNSTON

REVOCABLE FAMILY TRUST AGREEMENT OF 2023

THIS REVOCABLE TRUST AGREEMENT is made and entered into on this 12th day of July, 2023, by and between FURNIE W. JOHNSTON, in his individual capacity as settlor ("Grantor"), and FURNIE W. JOHNSTON, in his fiduciary capacity as trustee ("Trustee").

WITNESSETH:

WHEREAS, Grantor desires to create one or more trusts of the property herein specified for the purposes herein set forth; and

WHEREAS, the Trustee desires to act as Trustee in regard to said property on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, Grantor does hereby assign, convey, transfer and deliver to the Trustee, IN TRUST, the sum of One and No/100 Dollars (\$1.00) cash, receipt whereof is hereby acknowledged by the Trustee, as the original principal of the single trust initially created under the terms and conditions hereof.

TO HAVE AND TO HOLD, the same and any other property which the Trustee may hereafter at any time hold or acquire hereunder, including all investments and re-investments thereof (all of which property being sometimes herein referred to as the "Trust Estate" with respect to the single trust initially created hereunder and to any other trust or trusts subsequently created hereunder the extent that the context so requires or permits), IN TRUST, for the following uses and purposes, and subject to the terms and conditions herein set forth.

financial instruments or accounts, or any other property, real or personal, or interest in any of same
(a) in the name of the "FURNIE W. JOHNSTON REVOCABLE FAMILY TRUST OF 2023,"
and may hold title in said name, and convey title in the name so held, as aforesaid, or (b) in the
name of the then acting Trustee, as Trustee under the trust as aforesaid.

IN WITNESS WHEREOF, Grantor and the Trustee have hereunto set their respective
hands and seals on the day and year first above written.

GRANTOR:

 {SEAL}
FURNIE W. JOHNSTON

TRUSTEE:

 {SEAL}
FURNIE W. JOHNSTON

{acknowledgements on following page}

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned Notary Public in and for the said County, in the said State, do hereby certify that FURNIE W. JOHNSTON, whose name is signed as both Grantor and Trustee to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official, notarial seal on this 12 day of July,
2023



Notary Public

My Commission Expires: 05/05/2026

This instrument prepared by:

J. Ken Thompson, Esq.
Attorney at Law
P.O. Box 43116
Birmingham, Alabama 35243
(205) 601-5624
kent@jkenthompsonlaw.com

"EXHIBIT B"

Trustee to withdraw all or any part of the principal therefrom at any time as provided for elsewhere herein.

ARTICLE FIVE

ALTERNATE METHODS OF DISTRIBUTION

5.01 The net income or principal of any trust created hereunder that is required or permitted to be distributed by the Trustee to any beneficiary of any trust who at time of distribution is under any legal disability due to age or any other reason, may be distributed by the Trustee, either by distributing such net income or principal to such beneficiary or else for such beneficiary, using any one or more of the following methods:

- (a) to a guardian, custodian or conservator of the estate of such individual or beneficiary; or
- (b) to an eligible person nominated or designated by the Trustee, as appropriate, as custodian for such individual or beneficiary under the Alabama Uniform Transfers to Minors Act, as amended from time to time, or similar statute or law providing for transfers to minors, all without bond.

5.02 The written receipt of such guardian, custodian, or conservator receiving such distribution shall be a full and complete release and discharge for the distribution so made.

ARTICLE SIX

TRUSTEE'S POWERS

6.01 Without the order, consent, approval or confirmation of any court, person or persons, except as may be specifically required elsewhere herein, the Trustee shall have full power and authority to control and manage the Trust Estate, to collect and recover and receive all rents, issues, income and proceeds therefrom, and to do all acts and things which the Trustee, in the exercise of the Trustee's discretion, may deem advisable, desirable or expedient for the proper and advantageous management thereof, including, without limitation or prejudice to the generality of such powers, the following powers, authority and discretion:

- (a) To purchase or otherwise acquire, and to retain, any and all stocks, bonds, notes, or other securities, or any variety of real or personal property, or undivided interests therein, including stocks or interests in investment trusts, common trust funds, and regulated investment companies (including, without limitation, those regulated investment companies advised by the Trustee from time to time) as the Trustee may deem advisable, whether or not such investments be of the character permissible for investments by fiduciaries, or be unsecured, unproductive, under-productive, over-productive or of a wasting nature. Investments need not be diversified and may be made or retained with a view to a possible increase in value. The Trustee may at any time or times render liquid any Trust Estate, in whole or in part, and hold cash or readily marketable securities of little or no yield for such periods as the Trustee may deem advisable.
- (b) To sell, lease, pledge, mortgage, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, any and all property or interests therein, including oil, gas and minerals, at any time forming a part of any Trust created hereunder, in such manner, at such time or times, for such purposes, at such prices and upon such terms, credits, and conditions as the Trustee may deem advisable. Any lease made by the Trustee may extend beyond any period fixed by statute for leases made by fiduciaries and beyond the duration of any trust created hereunder.
- (c) To foreclose any mortgages and bid in any property under foreclosure, employing whatever assistance and whatever measures may, in the Trustee's discretion, seem advisable.
- (d) To borrow money for any purpose connected with the protection, preservation or improvement of any trust created hereunder whenever in the Trustee's judgment such seems advisable, and as security, to mortgage or pledge any real or personal property any time forming a part of any trust created hereunder, upon such terms and conditions as the Trustee may deem advisable.
- (e) To execute any waiver of notice or otherwise, and to vote in person or by general or limited proxy with respect to any shares of stock or other securities held by the Trustee, to participate or consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution or liquidation of any partnership (general, limited or special), limited liability company or corporation in which any trust created hereunder may have any interest, or to the sale, lease, pledge or mortgage of any property by or in such partnership, limited liability company or corporation, and to make any payments and to take any steps which the Trustee may deem proper and necessary.

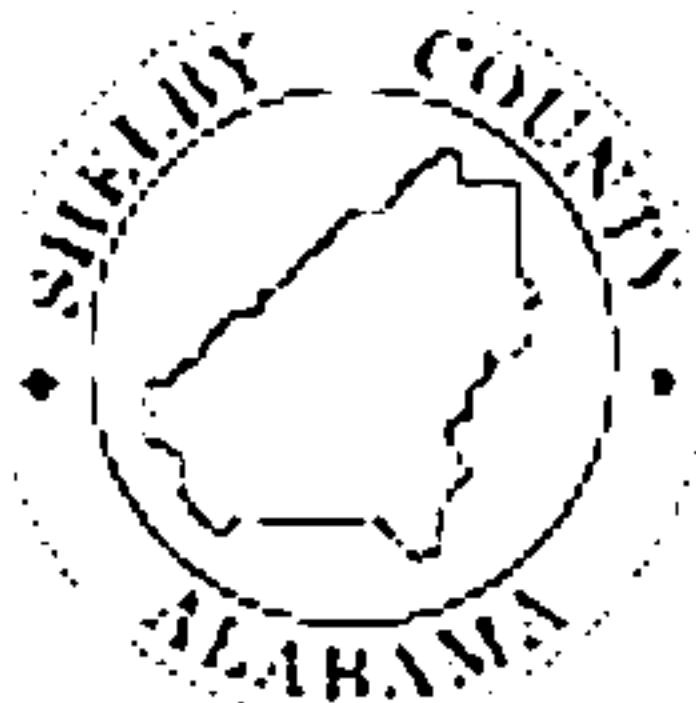
- (f) To take and hold investments in the name of a nominee for the Trustee. To delegate any vested power, authority or discretion and to act by and through such attorneys or agents as the Trustee may select.
- (g) To make any division or distribution of the principal of any trust created hereunder, in cash or in kind, or partly in cash and partly in kind, and to cause any share to be composed of cash, property or undivided fractional shares in property different in kind from any other share, and to determine the value and character of any property or interest included in any such division of distribution, which value and character shall be binding on all interested parties.
- (h) To consult with and engage any attorney or attorneys at the expense of any trust created hereunder, and in case of doubt as to the Trustee's rights or responsibilities, to act upon and rely upon the written opinion of such attorney or attorneys, which written opinion shall fully protect the Trustee from liability for any action taken or omitted in reliance thereon.
- (i) To repair, demolish, remodel, or erect improvements or buildings on any real property, grant easements with respect to, or to insure the same against such hazards as the Trustee may deem reasonable or expedient.
- (j) To hold, manage and administer any trusts created hereunder (and any other trusts for the same beneficiary or beneficiaries and for the same or substantially the uses and purposes and on the same or substantially the same terms and conditions, regardless of how created) in one or more consolidated funds, in whole or in part, in which the separate trusts shall have undivided interests.
- (k) To acquire as an asset of any trust created hereunder any life insurance policy or policies on the life of Grantor, Grantor's spouse and/or the beneficiary of any such policy, or on the life of any other person in whom such beneficiary has an insurable interest from such companies and in such amounts as the Trustee deem advisable, to pay premiums on all such insurance policies, from income and/or principal as the Trustee may determine, and all such insurance may be payable to, and all incidents or ownership therein may be vested in and exercisable by the Trustee as freely as if the Trustee owned such insurance individually and no insurance company shall be responsible for seeing to the proper carrying out of the terms of this Trust Agreement, nor the application of any funds paid by it to the Trustee.
- (l) To enter into transactions with any decedent's estate or any living or testamentary trust even though any executor of such estate or trustee of such other trust is also a Trustee of any trust created hereunder.

- (m) To place any trust fund or assets with any bank or trust company as custodian and to make any arrangements for the investment and/or handling of any such custodial funds.
- (n) At any time or times after Grantor's death and upon the written request of the personal representative of Grantor's estate, the Trustee, whether or not a personal representative of Grantor's estate, may, in the Trustee's discretion, purchase any real estate, stock, bonds or other securities, or other real or personal property from Grantor's estate, and may use any principal or other funds held by the Trustee in trust (including, without limitation, life insurance proceeds) for the purpose of making any such purchase (provided, however, that each such purchase shall be at the fair market value of such real or personal property), and/or may loan all or any part of the Trust Estate to the personal representative of Grantor's estate upon such security and terms of loan as to interest and maturity as shall provide the Trustee, in the Trustee's sole discretion, full protection in any such loan, and may continue to hold upon any of the trusts created hereunder any property so purchased or any promissory note and/or collateral received by the Trustee to secure the repayment of any such loan, whether or not such property or collateral is of the character herein above permitted for investments, and shall be under no liability to any person now or hereafter interested in the Trust Estate for loss resulting to the Trust Estate from depreciation in the value of any property so purchased, or resulting to the Trust Estate from inability of the Trustee to collect any such loan or loans.
- (o) To execute and deliver any and all instruments in writing which the Trustee may deem advisable to carry out any of the foregoing powers, with or without warranties. No party to any such instrument in writing signed by the Trustee shall be obliged to inquire into its validity, nor be bound to see to the application by the Trustee of any money or other property paid or delivered to the Trustee pursuant to the terms of any such instrument.

ARTICLE SEVEN

TRUST ADDITIONS

7.01 With the consent of the Trustee, Grantor or any other person, at any time and from time to time, may increase the principal of the Trust Estate by adding thereto cash, securities, insurance policies or other property, and may name any trust created hereunder as the beneficiary of any property, including, without limitation, the proceeds of any life insurance policy or policies, and death benefits payable under any present or future qualified or non-qualified retirement plan



Filed and Recorded 9
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
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Allen S. Bayl