

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 June Lovett Fletcher Revocable Trust dated January 22, 2014, as amended and restated in its entirety on September 1, 2020, and amended on June 29, 2022 (the "Trust") is currently in existence. The Trust is referred to as the June Lovett Fletcher Management Trust in the Trust Amendment dated June 29, 2022 and the heading of the Amendment and Restatement of June Lovett Fletcher Revocable Trust Agreement dated September 1, 2020. The June Lovett Fletcher Management Trust and the June Lovett Fletcher Revocable Trust are one and the same.

2. The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained herein to be incorrect.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 are attached hereto as **Exhibit "A"** and made a part hereof.

3. The Settlor of the Trust is June Lovett Fletcher (the "Settlor"), who died January 30, 2025.

4. The name and address of the currently acting Trustee (the "Trustee") is:

Carol F. Dynesius
400 Avinger Lane, Apt. 838
Davidson, NC 28036

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

5. The Trust is irrevocable.

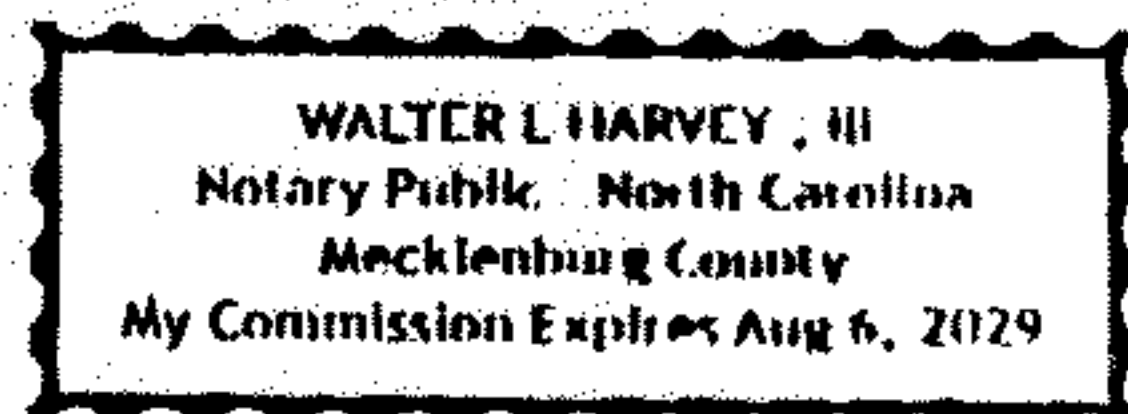
6. The tax identification number of the Trust is available upon request.

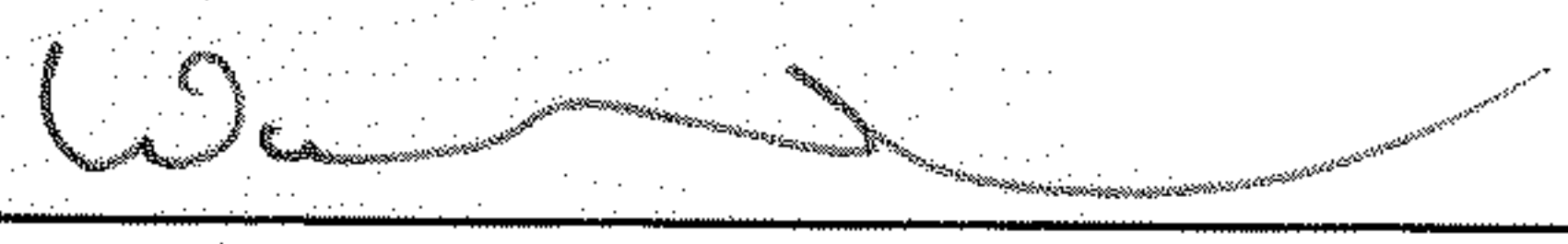
7. The names in which title to trust property may be taken are the "June Lovett Fletcher Revocable Trust dated January 22, 2014, as amended and restated on September 1, 2020", or the "June Lovett Fletcher Revocable Trust".


Carol F. Dynesius, Trustee

I, the undersigned, a Notary Public in and for the County of Mecklenburg, State of North Carolina, hereby certify that Carol F. Dynesius, whose name as Trustee aforesaid 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, the said instrument was executed by Carol F. Dynesius voluntarily, and with authority, on the day the same bears date.

Given under my hand and seal on 7/21/2025, 2025.





Notary Public

My Commission Expires: 8/6/2029

This Instrument Prepared by:
Courtney S. Adams, Esq.
Dominick Feld Hyde, P. C.
1130 22nd Street South
Ridge Park, Suite 4000
Birmingham, Alabama 35205

**AMENDMENT AND RESTATEMENT OF THE
JUNE LOVETT FLETCHER MANAGEMENT TRUST**

THIS AMENDMENT AND RESTATEMENT OF THE JUNE LOVETT FLETCHER REVOCABLE TRUST is made on this the 1st day of September, 2020. I, **JUNE LOVETT FLETCHER**, as Settlor (previously referred to as "Grantor"), created said trust by a trust instrument titled the "**JUNE LOVETT FLETCHER REVOCABLE TRUST**" and dated the 22nd day of January, 2014. I hereby amend and restate said trust instrument by deleting the provisions of said trust instrument in their entirety and substituting the following provisions in lieu thereof. The Trustee shall continue to hold the property acquired and held by it pursuant to said trust instrument prior to this Amendment and Restatement, together with such other property as the Trustee may subsequently acquire pursuant to the power and authority herein given to the Trustee (all of which for convenience will be referred to as the "Trust Estate") in trust for the uses and purposes, upon the terms and conditions and with the powers and duties hereinafter stated. The Trustee has joined in the execution of this Amendment and Restatement for the purpose of evidencing the Trustee's consent to the amendments hereunder.

**ARTICLE I
NAME OF TRUST**

The name of this trust is the "**JUNE LOVETT FLETCHER REVOCABLE TRUST**".

**ARTICLE II
MEMBERS OF MY FAMILY**

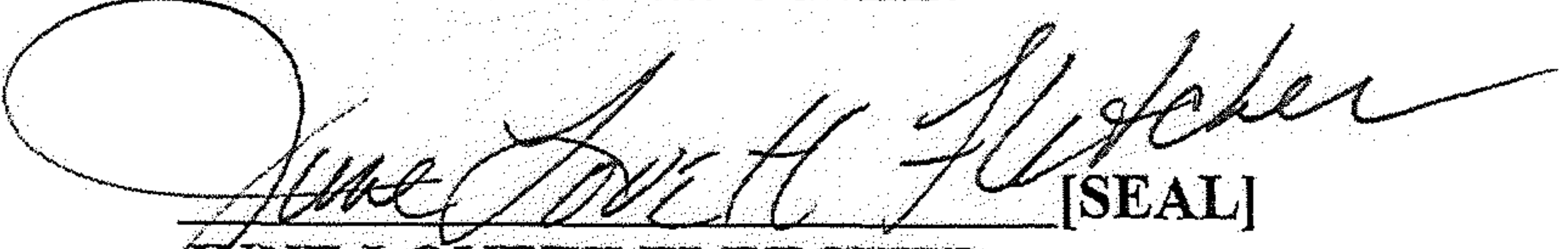
I am not married and have no children. **CAROL F. DYNESIUS** is my sister. **ATILLA TURKOGLU** and **MARK A. HARMON** are my dear friends. **JACK LAROSA** is my partner. Any person who fails to survive me by ninety (90) days shall be deemed to have predeceased me.

**ARTICLE III
TRUSTEE**

(a) *Designation of Trustee.* I designate and appoint myself as Trustee of the trusts hereunder. If I should resign, become incapacitated or for any other reason fail or

IN WITNESS WHEREOF, I, the undersigned **JUNE LOVETT FLETCHER**, as Settlor and Trustee, have executed and affixed my seal to multiple copies of this Trust Instrument, all of which shall be deemed an original, effective as of the day and year herein first written.

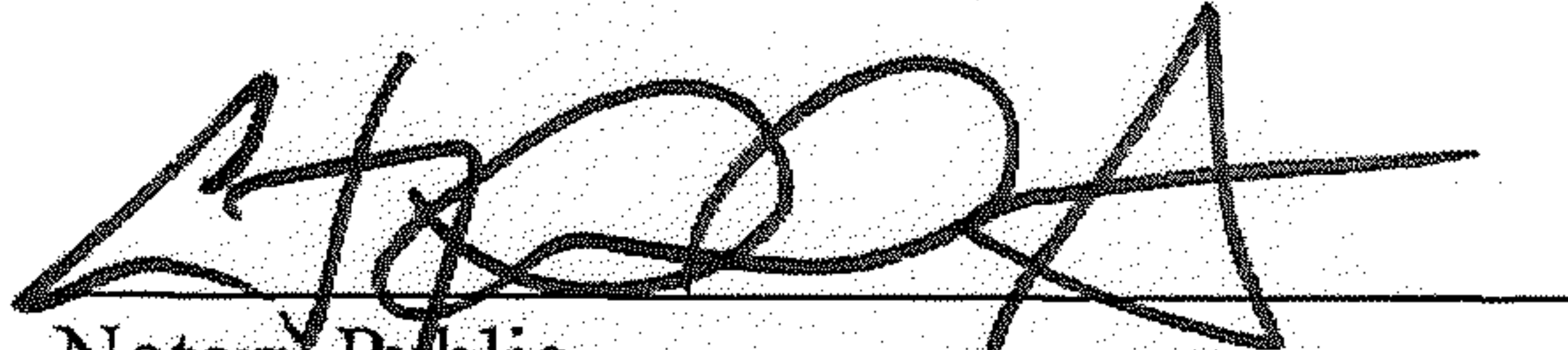
SETTLOR AND TRUSTEE:


[SEAL]
JUNE LOVETT FLETCHER

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, the undersigned authority in and for said county in said state hereby certify that **JUNE LOVETT FLETCHER**, whose name is signed to the foregoing instrument as Settlor and Trustee and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she executed the same voluntarily as of the date first above written.

Given under my hand and seal this 1st day of September, 2020.


Notary Public

[SEAL]

My Commission Expires: July 6, 2023

EXHIBIT B

such taxes following reasonable efforts, and shall not be required to litigate to enforce payment unless indemnified against the costs thereof.

ARTICLE XI ADMINISTRATION EXPENSES

In the event that the residuary of my estate is insufficient to provide funds for payment of the administration expenses of my estate, the Trustee shall pay, or shall cause to be paid, from the residue of the Trust Estate to my estate such amount by which my residuary estate is insufficient to provide funds for payment of said administration expenses. Notwithstanding the preceding sentence, to the extent possible, no portion of such amount shall be paid out of any Tax Qualified Benefits. Upon certification from my Personal Representative stating the amount due and payable for such items, the Trustee shall remit such necessary amount as aforesaid to the person or persons authorized to receive and receipt for such payments. The Trustee may, but is not required to, rely conclusively and without investigation upon the written certification of my Personal Representative in determining the amount payable hereunder, and the Trustee shall be relieved of all liability therefor.

ARTICLE XII POWERS OF TRUSTEE

(a) **General Powers.** The Trustee shall hold and manage the trust or trusts and all shares thereof, with all of the powers and authority the Trustee would have if the Trustee were the absolute owner thereof, including, but not limited to, the following powers:

- (1) To collect the income therefrom.
- (2) To compromise, adjust and settle in the discretion of the Trustee any claim in favor of or against the trust.
- (3) To hold and retain without liability for loss or depreciation any property or securities transferred to the Trustee or to which the Trustee becomes entitled, including any partnership interests (whether general, limited or special), interests in limited liability companies, shares of regulated investment companies or trusts (whether open end or closed end), stock or interests in any family corporation, partnership, limited liability company or enterprise, or any stock or obligation of any publicly traded company which is a successor to any such family corporation, partnership, limited liability company or enterprise, or any stock or

obligations of any corporate entity serving as Trustee hereunder from time to time, or any corporation which owns stock of such corporate trustee, and though the retention of such property might violate principles of investment diversification, so long as the Trustee reasonably determines that the retention thereof is in the best interests of my estate and that, because of special circumstances, the purposes of the trust are better served without diversifying investments.

(4) To sell, auction, convey, exchange, lease or rent for a period beyond the possible termination of the trust (or for a shorter period) for improvement or otherwise, or to grant options for or in connection with such purposes, or otherwise dispose of, all or any portion of the trust, in such manner and upon such terms and conditions as the Trustee may approve.

(5) To invest and reinvest the trust and the proceeds of sale or disposal of any portion thereof, in such loans, bonds, stocks, mortgages, common trust funds, securities, shares of regulated investment companies or trusts, or other property, real or personal, or to purchase options for such purposes, or to exercise options, rights, or warrants, to purchase securities or other property, as the Trustee may deem suitable, without regard to any statutory or constitutional limitation applicable to the investment of trust funds.

(6) To hold, retain or acquire property or securities which in the opinion of the Trustee are for the best interests of the trust, without regard to any statutory or constitutional limitation applicable to the investment of trust funds.

(7) To vote any corporate stock held hereunder in person, or by special, limited or general proxy, with or without power of substitution, or to refrain from voting the same, and to waive notice of any meeting and to give any consent for or with respect thereto.

(8) To continue or dispose of any business enterprise without liability therefor, whether such enterprise be in the form of a sole proprietorship, partnership, corporation or otherwise, and to develop, add capital to, expand or alter the business of such enterprise, to liquidate, incorporate, reorganize, manage or consolidate the same, or change its charter or name, to enter into, continue or extend any voting trust for the duration of or beyond the term of the trust, to appoint directors and employ officers, managers, employees or agents (including any trustee or directors, officers or employees thereof) and to compensate and offer stock options and other employee or fringe benefits to them, and in exercising the powers in relation to such business enterprise, to receive extra or extraordinary compensation therefor.

(9) To subdivide or otherwise develop, and to change the use or purpose of, any real estate constituting a part of the trust into residential, recreational, commercial, cemetery, or other usage, to construct, alter, remodel, repair or raze any building or other improvement located thereon, to release, partition, vacate, abandon, dedicate or adjust the boundaries as to any such property.

(10) To operate farms and woodlands with hired labor, tenants or sharecroppers, to acquire real estate, crop allotments, livestock, poultry, machinery, equipment, materials and any other items of production in connection therewith, to clear, drain, ditch, make roads, fence and plant part or all of such real estate, and to employ or enter into any practices or programs to conserve, improve or regulate the efficiency, fertility and production thereof, to improve, sell, auction or exchange crops, timber or other product thereof, to lease or enter into other management, cutting, production or sales contracts for a term beyond the possible termination of the trust or for a shorter period, to employ the methods of carrying on agriculture, animal husbandry and silviculture which are in use in the vicinity of any of such real estate or which the Trustee otherwise shall deem appropriate, to make loans or advances at interest for production, harvesting, marketing or any other purpose hereunder, in such manner and upon such terms and conditions as the Trustee may approve, and in general to take any action which the Trustee shall deem necessary or desirable in such operation of farms and woodlands.

(11) To drill, explore, test, mine or otherwise exploit oil, gas, or other mineral or natural resources, to engage in absorption, repressuring, and other production, processing or secondary recovery operations, to install, operate and maintain storage plants and pipelines or other transportation facilities, to engage in any of the above activities directly under such business form as the Trustee may select or to contract with others for the performance of them, and to enter into and execute oil, gas and mineral leases, division and transfer orders, grants, farm-out, pooling or unitization agreements, and such other instruments or agreements in connection therewith as the Trustee shall deem necessary or desirable.

(12) To borrow money for such time and upon such terms as the Trustee shall see fit, without security or on mortgage of any real estate or upon pledge of any personal property held hereunder, and to execute mortgages or collateral agreements therefor as necessary.

(13) To advance money to any trust created hereunder for any purpose of the trust, and to repay the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.

(14) To hold money in the custody of the Trustee while awaiting distribution or investment under the terms hereof, even though such money be commingled with the funds of the Trustee (in which case the Trustee shall keep a separate account of the same), and the Trustee shall not be required to pay interest thereon.

(15) To appoint, employ, remove and compensate such attorneys, agents and representatives, individual or corporate, as the Trustee shall deem necessary or desirable for the administration of the trust, and to treat as an expense of the trust any compensation so paid.

(16) To hold property or securities in bearer form, in the name of the Trustee, or in the name of the nominee of the Trustee, without disclosing any fiduciary relation.

(17) To keep any property constituting a part of said trust properly insured against hazards, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon said property, and to create reserves for depreciation, depletion or such other purposes as the Trustee shall deem necessary or desirable.

(18) To determine whether any money or property coming into the hands of the Trustee shall be treated as a part of the principal of the trust or a part of the income therefrom, and to apportion between principal and income any loss or expenditure in connection with the trust as the Trustee shall deem just and equitable, notwithstanding the provisions of any state principal and income laws. Notwithstanding the preceding sentence, any proceeds of a qualified pension, profit sharing, stock bonus, Keogh or retirement plan, trust contract, account, annuity or bond, or individual retirement account, or any non-qualified deferred compensation agreement, salary continuation agreement or similar arrangement, shall be treated as principal, except that any income earned from such proceeds following my death shall be treated as income. No determination is permitted hereunder to the extent the determination would diminish the estate tax marital or charitable deductions otherwise available to my estate.

(19) 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.

(20) To combine or otherwise merge two or more trusts or shares hereunder into a single trust or share if they have the same provisions and beneficiaries, or to hold and administer such trusts or shares as separate trusts or shares.

(21) To divide any trust hereunder into two or more separate trusts, and to divide any devise, bequest or transfer to any trust hereunder into devises, bequests or transfers to the two or more separate trusts; and if such division is made, to select the trust or trusts from which any part or all of any payment of income or principal to any beneficiary thereof shall be made, and to recombine said trusts back into a single trust at any time. By way of illustration and not limitation, a trust can be divided into separate trusts in order that the federal generation-skipping transfer tax inclusion ratio for each such trust shall be either zero or one, or otherwise avoid or minimize said generation-skipping transfer tax; or a trust can be divided into separate trusts in order that one trust will contain property for which a qualified terminable interest property election is made and the other trust will contain property for which no such election is made.

(22) To hold, as a matter of administrative convenience, any two or more trusts for the same beneficiary or beneficiaries, as a single trust, without physically dividing the same until actual division becomes necessary in order to make distribution, making division thereof only upon books of account by proper entries and allocating to each trust its proportionate part of receipts and expenditures, but such failure to make division shall not change the beneficial interest of any person nor defer the vesting of any estate which would otherwise vest.

(23) To pay any expenses reasonably necessary for the administration of the trust.

(24) To exercise any power hereunder, either acting alone or jointly with others.

(25) To pay the funeral and burial expenses of any beneficiary from the principal of the trust from which income has been payable to such beneficiary.

(b) ***Special Power to Deal with My Estate.*** The Trustee is authorized to purchase for any trust herein created, upon such terms and conditions as the Trustee may deem advisable and the Trustee may continue to hold the same as suitable investments hereunder, without liability for any depreciation in value. The Trustee shall be further authorized to make loans to my estate from any trust herein created, upon such terms and conditions as the Trustee may deem advisable, without regard to any fiduciary duties with regard to diversification of investments. This authorization is not intended to be a limitation on any other powers of the Trustee.

(c) ***Special Power with Regard to Individual Retirement Accounts and Similar Benefit Plans.*** Without in any way limiting the powers of the Trustees, the Trustees shall have all the rights of an individual beneficiary or owner of any Tax Qualified Benefits of which any trust hereunder is a beneficiary or owner thereof such as the right to make withdrawals of income or principal or, in the case of an individual retirement account, to treat it as an inherited individual retirement account, or to divide it into separate accounts. I expressly authorize the Trustees to make direct "trustee-to-trustee" or similar type transfers of the assets contained in the Tax Qualified Benefits. For example, I authorize the Trustees to arrange for the direct transfer of assets in an inherited individual retirement account of which it is the beneficiary to another individual retirement account which will be an inherited individual retirement account that benefits the trust. I further authorize the Trustees to make direct rollovers and similar transfers from qualified plans to eligible retirement plans and similar arrangements as provided in the Internal Revenue Code.

ARTICLE XIII MEANING OF CERTAIN TERMS

Except as otherwise expressly provided, the following shall apply for purposes hereof:

(a) ***Incapacity.*** Notwithstanding any other provision hereof, an individual shall be deemed to be incapacitated if the individual is unable to manage property and business affairs effectively for such reasons as illness, mental deficiency, disability, infirmities accompanying advanced age, or other cause, such incapacity to be determined by a physician who has examined or treated the individual and to be expressed in a written statement to that effect signed by such physician. The foregoing shall not be the sole method of or standard for determining incapacity, it being my intent that incapacity may also be determined in any manner provided by law, and that any such determination shall be subject to review by a court of competent jurisdiction. Upon commencement of an inquiry into the possible incapacity of an individual, the individual or the individual's guardian or conservator shall upon request provide within thirty (30) days his or her

