

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

RENASANT BANK,

Plaintiff,

v.

FRANK V. SANDERS,

Defendants.

Case Number: 2:09-cv-525-TMP

CERTIFICATE OF JUDGMENT

I, **Sharon Harris**, Clerk of the United States District Court for the Northern District of Alabama, do hereby certify that on the 24th day of July, 2009, a Final Judgment was rendered in the United States District Court for the Northern District of Alabama, in the above-styled cause, wherein it was **ORDERED** by the Court that plaintiff Renasant Bank obtained a Judgment against defendant Frank V. Sanders whose address is c/o attorney Lee R. Benton, Benton & Centeno LLP, 2019 Third Avenue North, Birmingham, AL 35203 as shown in the Court proceeding, in the amounts as stated in the attached copy of Final Judgment; and that Andrea Lynn Weed is the Attorney of Record for plaintiff in said cause.

WITNESS My Hand and Seal of this Court on July 16, 2010.

SHARON HARRIS, CLERK

By: Shirley Brown  
Deputy Clerk

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION



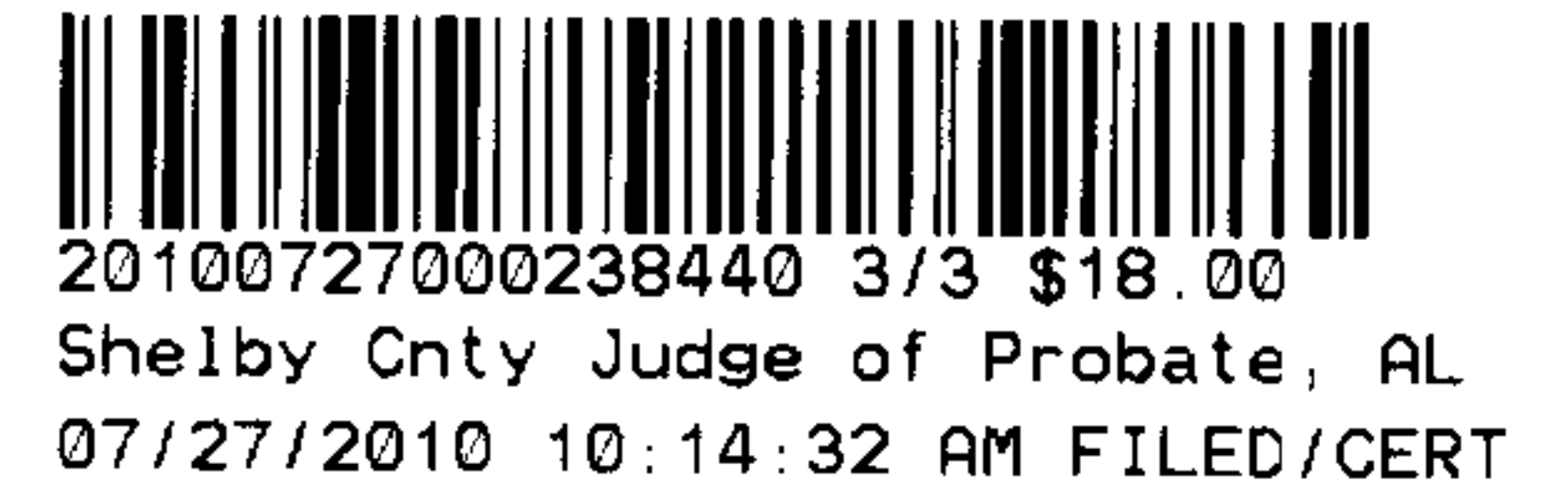
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RENASANT BANK,	)	
	)	
Plaintiff,	)	
vs.	)	Case No. 2:09-cv-525-TMP
	)	
FRANK V. SANDERS,	)	
	)	
Defendant.	)	

FINAL JUDGMENT

Based upon the agreement of the parties and the parties' consent to the jurisdiction of the undersigned pursuant to 28 U.S.C. 636(c), Fed. R. Civ. P. 73 and LR 73.2, the Court hereby enters FINAL JUDGMENT (this "Judgment") in favor of the plaintiff Renasant Bank ("Plaintiff"), and against defendant Frank V. Sanders ("Defendant") as follows:

- A. Money judgment of \$609,856.59; plus
- B. Pre-judgment interest accruing in the above-described amount from July 10, 2009, to the date judgment is entered, in the amount of \$112.79 *per diem*; plus
- C. Post-judgment interest accruing on the above-described amount at a rate of twelve percent (12%) *per annum*.
- D. This judgment may be satisfied by Defendant's timely payments to Plaintiff of the principal amount of \$350,000.00 together with interest thereon accruing at a rate of

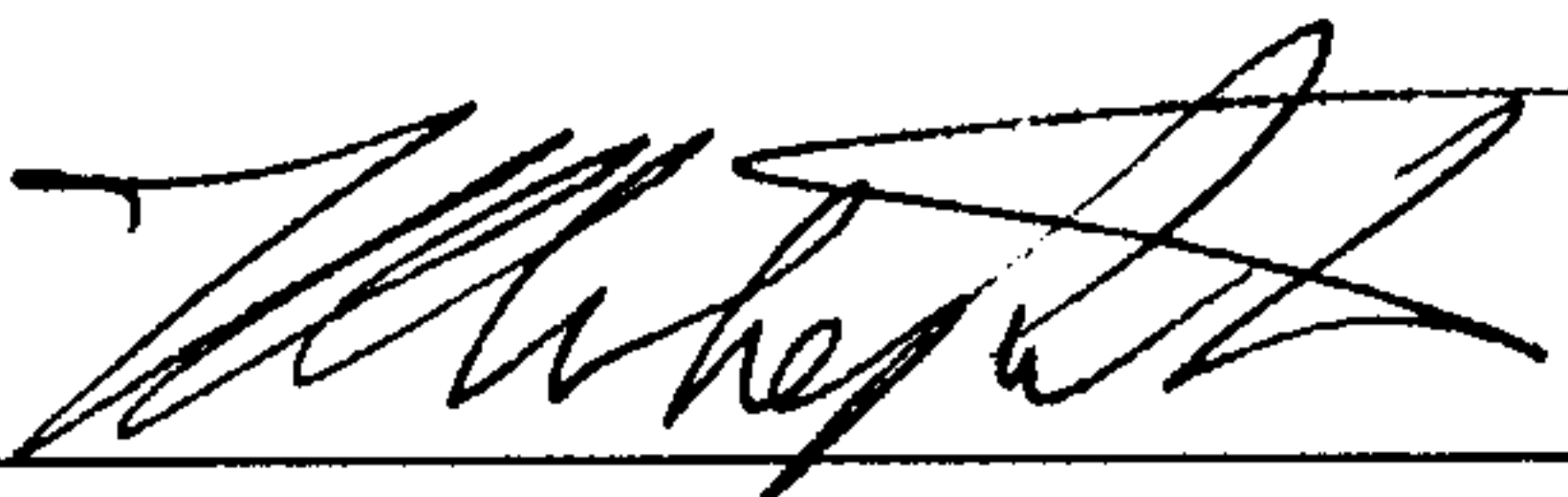


12% per annum until the principal amount is paid (the "Settlement Amount"),

consisting of:

- (i) One (1) payment in the amount of \$100,000.00, made on or before ten (10) business days after the entry of this Judgment; plus
- (ii) Eight (8) consecutive payments of \$25,000.00 each during the eight (8) consecutive fiscal quarters following the quarter in which the Judgment is entered, *viz.*; the first such quarterly payment shall be due in the fiscal quarter commencing on October 1, 2009; and the last such quarterly payment shall be due during the fiscal quarter ending December 31, 2011. The total payments due from Defendant to Plaintiff pursuant to this paragraph D(ii) equals \$200,000.00; plus
- (iii) No later than March 31, 2011, one (1) payment of \$50,000.00, together with interest accrued on the principal Settlement Amount, from the date the Judgment is entered on the docket of the Clerk of this Court to the date the final payment is made.

DATED this 24<sup>th</sup> day of July, 2009.

  
\_\_\_\_\_  
T. MICHAEL PUTNAM  
U.S. MAGISTRATE JUDGE