20110811000235670 1/16 $15.00
Shelby Cnty Judge of Probate, AL
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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 Grady F. Burrow 1996 Grantor Retained Annuity Trust Agreement (Rodney F. Burrow - Nine Years) (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 The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained herein to be incorrect.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 pages are attached hereto as ***Exhibit "A"*** and made a part hereof.

2. The settlor of the Trust was Grady F. Burrow (the "Settlor").

3. The name and address of the currently acting Trustee (the "Trustee") are:

   Arlington Trust Company, Inc.
   2000 Morris Avenue, Suite 1210
   Birmingham, Alabama 35203

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 63-1198349.

7. The real estate located at 5075 Greystone Way, Birmingham, Alabama 35242 (the "Real Estate") is currently owned by the Trust and titled in the name of "Arlington Trust Company, Inc. as Trustee of the Grady F. Burrow 1996 Grantor Retained Annuity Trust Agreement (Rodney F. Burrow - Nine Years)."

8. Pursuant to paragraph 5 of ARTICLE FOUR A of the Trust, a copy of such paragraph is attached hereto as ***Exhibit "C"*** and made a part hereof, the Trustee has the authority, in the Trustee's sole and absolute discretion, to terminate the Trust, in whole or in part, as set forth in said paragraph 5. The Trustee has exercised its said authority to terminate the entire Trust, as evidenced by the copy of a written instrument attached hereto as ***Exhibit "D"*** and made a part hereof, and desires to distribute the Real Estate to the beneficiary of the Trust entitled to the same.

Witnesses:

Charlene Sykes

Debra D. Messer

Arlington Trust Company, Inc., Trustee

By: C. Shannon Elliott

Its: Chief Fiduciary Officer

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that C. Shannon Elliott, 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, this instrument was executed by C. Shannon Elliott, in his/her said capacity and with full authority on behalf of the said Trustee, and the aforesaid witnesses on the day the same bears date.

Given under my hand and seal on August 2nd, 2011.

Romonza Dowdy
Notary Public
My Commission Expires: 1/18/2012

This Instrument Prepared by:
James J. Coomes, Esq.
Dominick Feld Hyde, P.C.
2000 SouthBridge Parkway, Suite 500
Birmingham, Alabama 35209
(205) 802-7575

Ref: F:\TMDOCS\103011-001\DOCS\147817.wpd

Exhibit "A"

GRADY F. BURROW

1996 GRANTOR RETAINED ANNUITY TRUST AGREEMENT

(RODNEY F. BURROW - NINE YEARS)

The undersigned, GRADY F. BURROW ("Grantor"), of Birmingham, Alabama, transfers and assigns to H. RAY BURROW, as Trustee (the "Trustee"), the property identified in the attached Schedule of Property. That property and all investments and reinvestments thereof (the "Trust Principal") shall be held upon the following terms:

ARTICLE ONE

This instrument may be designated "THE GRADY F. BURROW 1996 GRANTOR RETAINED ANNUITY TRUST AGREEMENT (RODNEY F. BURROW - NINE YEARS)," and the initial trust hereby established (the "Trust") may be designated "THE GRADY F. BURROW 1996 GRANTOR RETAINED ANNUITY TRUST (RODNEY F. BURROW - NINE YEARS)."

ARTICLE TWO

A. Commencing on the date of this instrument and continuing until the date which is nine (9) years after the date of this instrument (the "Annuity Term"), the Trustee shall pay to Grantor or apply for his/her benefit from the net income, or to the extent that net income is insufficient, from the principal, of the Trust an annuity amount equal to 14.78389% of the fair market value of the Trust Principal, as finally determined for federal tax purposes, on the date of execution of this agreement in equal quarterly payments on the last day of each March, June,

ARTICLE SEVENTEEN

H. Ray Burrow has joined in the execution of this instrument for the purpose of evidencing its consent to act as Trustee hereunder.

IN WITNESS WHEREOF, the undersigned, GRADY F. BURROW, as Grantor, has executed this agreement and H. RAY BURROW, as Trustee, has executed this agreement, in duplicate, on this the 29 day of March, 1996.

GRADY F. BURROW, Grantor

H. RAY BURROW, Trustee

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Holland C. West, a Notary Public in and for said State and County, hereby certify that GRADY F. BURROW, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 29 day of March, 1996.

Notary Public
My Commission Expires: Notary Public, Alabama State at Large My Commission expires April 19, 1999

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Holland C. West, a Notary Public in and for said State and County, hereby certify that H. RAY BURROW, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 29 day of March, 1996.

Notary Public
My Commission Expires: Notary Public, Alabama State at Large My Commission expires April 19, 1999

Exhibit "B"

ARTICLE TWELVE

A. Subject to the provisions of paragraph C of Article Two of this instrument, the Trustee shall have the following powers with respect to each trust held under this agreement, exercisable in the discretion of the Trustee:

1. To collect the income produced by the assets of the trust.

2. To compromise, abandon, adjust and settle in the Trustee's discretion 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 interest (whether general, limited or special), shares of regulated investment companies or trusts (whether open-end or closed-end), stock or interest in any publicly held closely-held corporation, limited liability company, partnership or enterprise, or any stock or obligation of the bank holding company a subsidiary of which is serving as trustee hereunder from time to time (and any successor thereto) or any of its affiliates, without regard to any statutory or constitutional limitations applicable to the investment of funds and though the retention might violate principles of investment diversification, so long as the Trustee shall consider the retention for the best interests of the trust.

4. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, auction, convey, exchange, transfer, lease or rent for a period beyond the term of the trust (or for a lesser period) for improvement or otherwise, or to grant options, 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 assets of the trust or any portion thereof in such loans, bonds, common or preferred stocks, notes, mortgages, participations in mortgages, common trust funds, securities, shares of regulated investment companies or trusts (including such regulated investment companies or trusts as are advised by an affiliate of the bank holding company an affiliate of which is serving as trustee hereunder from time to time, currencies, partnerships (whether general, limited, or special), limited liability companies, or other property, real or personal (including undivided interests therein and partial interests such as life estate, term or remainder interests), domestic of foreign, or to purchase and sell options (including listed options), or to exercise options, rights, or warrants, and to purchase securities or other property as the trustee may deem suitable, whether so-called "legal" investments of trust funds or not, and to make temporary investments in interest bearing securities and notes, and to purchase and sell fractional shares and subscription rights to which the trust may become entitled; provided, however, nothing herein shall authorize the Trustee to invest in investments which a prudent person would consider speculative.

6. To vote any stock or other security 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 consent for or with respect thereto; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations,

foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation, partnership, or limited liability company.

7. To continue or dispose of any business enterprise without liability therefor, whether such enterprise be in the form of a sole proprietorship, partnership, corporation, limited liability company 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; and 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.

8. 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; and to release, partition, vacate, abandon, grant easements in or over, dedicate or adjust the boundaries as to any such property.

9. 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 or 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 products 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 less 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 deems otherwise 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 deems necessary or desirable in such operation of farms and woodlands.

10. 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 deems necessary or desirable.

11. To borrow money from any lender, including the Trustee, for such time and upon such terms as the Trustee sees fit, with or without security on or mortgage of any real property or upon pledge of any personal property held hereunder; and to execute mortgages or collateral agreements therefor as necessary.

12. To advance money to or for the benefit of any trust for any purpose of the trust, and the Trustee shall be reimbursed for the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.

13. To lend money to the personal representative of Grantor's estate or the estate of Grantor's spouse (but only if such loan provides for adequate interest and adequate security), and to purchase property from the personal representative of either estate and retain it for any period of time without limitation, and without liability for loss or depreciation in value, notwithstanding any risk, unproductivity, or lack of diversification.

14. To hold money in a custody arrangement while awaiting distribution or investment under the terms hereof, even though such money be commingled with other funds of the Trustee (in which case the Trustee shall keep a separate account of the same on the books of the Trustee), 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 deems necessary or desirable for the administration of the trust, and to treat as an expense of the trust any compensation so paid.

16. To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the Trustee, in the name of a nominee, or in unregistered form.

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 deems 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, in each case in accordance with the provisions of the Alabama Principal and Income Act, if applicable, or if not applicable, as the Trustee may deem just and equitable.

19. To pay from income any expenses reasonably necessary for the administration of the trust, and in the event the income is insufficient for such payments, the same shall be paid from the principal thereof.

20. To exercise any power hereunder, either acting alone or jointly with others.

21. To divide or distribute the trust property as provided for hereunder in cash or in kind, or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; to determine the value of any property so allocated, divided, or distributed; and to determine the share and identity of persons entitled to take hereunder.

22. To deal with the fiduciary or fiduciaries of any other trust or estate, even though the Trustee is also the fiduciary or one of the fiduciaries of the other trust or estate.

23. To make purchases and sales, outright or financed, by way of short sales, puts, calls, straddles, and sales against the box, on margin or otherwise, covered or uncovered, whether of commodities, precious metals, financial instruments, contracts for future delivery, or other investment media, however speculative; and, for the purpose of enabling the Trustee to exercise the powers granted under this subparagraph, to maintain and operate margin accounts, discretionary accounts, or any other type of brokerage accounts, and to pledge or mortgage the trust property as security for loans or advances made to the Trustee in conjunction with any transactions permitted under this subparagraph.

24. To retain or invest in (alone or jointly with others) life insurance, annuity or endowment policies, or policies incorporating combined life, annuity or endowment features ("insurance policies"), in such form, on such life or lives and on such terms as the Trustee considers advisable.

25. 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. Any expenses incurred by the Trustee under this subparagraph may be charged against income or principal as the Trustee shall determine.

26. If the Trustee consents in writing, to receive, after the Annuity Term has ended, any property, real or personal, to be added to the trust by Grantor or Grantor's spouse or any other person by lifetime or testamentary transfer or otherwise; provided, however, that the Trustee may require, as a prerequisite to accepting property, that the donating party provide evidence satisfactory to the Trustee that (i) the property is not contaminated by any hazardous or toxic materials or substances; and (ii) the property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release, or discharge of any hazardous or toxic materials or substances.

27. To make such elections and allocations under the tax laws permitted to be made by the Trustee as the Trustee considers advisable (whether or not the election relates to trust property), without regard to, or adjustments between principal and income or the relative interests of the beneficiaries.

B. The powers granted in this Article shall be in addition to those granted by law and may be exercised even after termination of all trusts hereunder until actual distribution of all trust property, but not beyond the period permitted by any rule of law relating to perpetuities.

C. To the extent that such requirements can legally be waived, neither the Trustee nor any successor acting from time to time as trustee shall ever be required to give bond or security as trustee, or to qualify before, be appointed by or account to any court, or to obtain the order or approval of any court with respect to the exercise of any power or discretion granted in this instrument.

D. The Trustee's exercise or nonexercise of powers and discretions in good faith shall be conclusive on all persons. No person paying money or delivering property to the Trustee shall be required or privileged to see to its application. The certificate of the Trustee that the Trustee is acting in compliance with the provisions of this agreement shall fully protect all persons dealing with the Trustee.

E. The Trustee shall not be liable for any loss or depreciation in value sustained by any trust established hereunder as a result of the Trustee's retaining any property upon which there is later discovered to be hazardous materials or substances requiring remedial action pursuant to any federal, state, or local environmental law, unless the Trustee contributed to the loss or depreciation in value through willful default, willful misconduct, or gross negligence.

F. Notwithstanding any contrary provision of this instrument, after the Annuity Term has ended, the Trustee may withhold a distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustee against any claims filed against the Trustee as an "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended, or any regulation thereunder.

Exhibit "C"

C. If neither issue of the Beneficiary nor issue of Grantor is living at the termination of the trust, the Trustee shall transfer, convey and pay over, free of trust, such property to such persons as would be entitled to inherit the same from the Beneficiary under the laws of dissent and distribution of Alabama relating to real property in force at the termination of the trust, had the Beneficiary died immediately following the termination of the trust, domiciled in Alabama, intestate.

5. Notwithstanding anything to the contrary contained herein, from and after the date the Beneficiary shall have attained his or her majority, the Trustee shall have the continuing authority, to be exercised in the Trustee's sole and absolute discretion, to terminate the trust, in whole or in part, at any time the Trustee deems (a) that the Beneficiary is of sufficient maturity and judgment to manage the remaining trust estate independently, and (b) that such termination is otherwise in the Beneficiary's best interest. Should the Trustee elect to terminate the entire trust pursuant to this paragraph, the Trustee shall thereupon transfer, convey and pay over, free of trust, the remaining principal and undistributed income of the trust to the Beneficiary. Should the Trustee elect to terminate the trust in part pursuant to this paragraph, the Trustee shall thereupon transfer, convey and pay over, free of trust, that portion of the principal and undistributed income of the trust with respect to which such partial termination is made. The Beneficiary shall have no right to require the Trustee to terminate the trust hereunder, in whole or in part, the decision of the Trustee in this regard being final and binding on all persons. The Trustee shall consult from time to time with the Beneficiary's parents or surviving parent concerning the sufficiency of the Beneficiary's maturity and judgment to

manage the remaining trust estate independently, but the Trustee shall not be required to follow any suggestion of such parents or parent.

ARTICLE FOUR B

The following provision shall govern the disposition of the trust herein created after the Annuity Term if Rodney F. Burrow (the "Intended Beneficiary") does not survive the Annuity Term:

A. If, upon the death of the Intended Beneficiary, the Intended Beneficiary be survived by his or her issue or the issue of his or her deceased siblings any portion of the principal of the trust may be appointed by the Beneficiary to or for the benefit of the Intended Beneficiary's issue or the issue of the Beneficiary's deceased siblings, or the creditors of the Intended Beneficiary's estate, in such amounts or proportions and in such lawful interests or estates, whether absolute or in trust, as the Intended Beneficiary shall direct in the Intended Beneficiary's will, making specific reference to this general power of appointment, and the Trustee shall transfer, convey and pay over, free of trust, the principal so appointed; provided, however, that if upon the death of the Intended Beneficiary, the Intended Beneficiary be survived neither by his or her issue nor the issue of his or her deceased siblings, then the foregoing general power of appointment shall be void and of no effect.

B. If the foregoing general power of appointment is void and of no effect, then the Intended Beneficiary shall have the right by the Intended Beneficiary's will, specifically referring to this non-general power, to appoint all or any portion of the principal of the trust to or for the

Exhibit "D"

ARLINGTON

TRUST COMPANY

MEMORANDUM

TO: **Rodney Burrow, Beneficiary**

FROM: **Ken Polk,**

DATE: **February 10, 2011**

RE: **Termination of Grady F Burrow 1996 Grantor Retained Annuity Trust Agreement (Rodney F Burrow – Nine Years)**

This memo shall serve as official notification that in our role as Trustee of the above referenced trust, we are invoking the authority as indicated in Article Four A to terminate the entire trust and transfer the principal and undistributed income to you as beneficiary. I have attached the page 12 and 13 of the Trust Document for your reference.

Kenneth H Polk
President

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