

This instrument prepared by:
William V. Linne, Esquire
P. O. Box 12347
Pensacola, FL 32591-2347


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Shelby Cnty Judge of Probate, AL
12/18/2012 09:15:49 AM FILED/CERT

STATE OF ALABAMA
COUNTY OF SHELBY

CERTIFICATION OF TRUST
Alabama Code Section 19-3B-1013

BEFORE ME, the undersigned authority, personally appeared **SANDRA N. CONNER** and **JOHN F. CONNER**, who certify the following:

1. We are the currently acting trustees of the **Revocable Living Trust Agreement of Sandra N. Conner, dated January 28, 2008** (the "Trust"), and as such, hold title to the property described as follows:

An undivided fifty percent (50%) interest in:
(6527 Mill Creek Circle)

Lot 8, according to the Final Record Plat of a Resurvey of Lots 7, 8, 12, 24, 25 and 26, Greystone Farms, Mill Creek Sector, Phase 2, as recorded in Map Book 21, page 45, in the Probate Office of Shelby County, Alabama.

(the "Subject Property"), and are authorized to make this certification.

2. Sandra N. Conner is the settler or creator of the trust and Sandra N. Conner, who is alive, is the only person, party and/or entity that has contributed money, funds or property, either real or personal, to the Trust Estate.

3. The currently acting trustees of the Trust are **SANDRA N. CONNER** and **JOHN F. CONNER**, who have an address of 1492 Alabama Street, Navarre, Florida 32566.

4. The names of the successor trustees are stated in the Trust as follows:

In the event of the resignation, death or inability of either Sandra N. Conner or John F. Conner to manage the affairs of the trust (as determined by two qualified physicians), then the remaining trustee shall continue to serve as sole Trustee. In the event of the resignation, death or inability of both Sandra N. Conner and John F. Conner to manage the affairs of the Trust (as determined by two qualified physicians), then **JOHN FREDERICK CONNER, III, LORI C. KADZIOLKA** and **MARILYN CONNER JAMES** shall serve as successor co-Trustees. In the event of the resignation, death or inability of either John Frederick Conner, III, Lori C. Kadziolka or Marilyn Conner James to manage the affairs of the Trust (as determined by two qualified physicians), then the remaining Trustees shall continue to serve as co-Trustees or sole Trustee, as the case may be.

5. The trustee of the Trust has the powers as set forth in Article VII as shown in the attached **EXHIBIT "A"**, which contains pertinent excerpts from the Trust defining and conferring said powers to the trustee.

6. The Trust is revocable.

7. The person with the power to revoke the trust is Sandra N. Conner.

8. The Trustees are identified in paragraph 3 above. With regard to the authority to sign documents, see Article VI shown in the attached Exhibit "A".

9. The Social Security Number of the Trust is: xxx-xx-5735.

10. The name in which the Trust property is to be titled: N/A.

11. That the Trust has not been revoked, modified or amended in any manner that would cause the representations and statements contained herein to be false or incorrect.

12. That the Trust is valid and that the same person is not the sole trustee and the sole beneficiary. The Trust has a definite beneficiary.

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Sandra N. Conner, as Trustee
SANDRA N. CONNER, as Trustee under the
Revocable Living Trust Agreement of Sandra
N. Conner dated January 28, 2008

John F. Conner Trustee
JOHN F. CONNER, as Trustee under the
Revocable Living Trust Agreement of Sandra
N. Conner dated January 28, 2008

STATE OF Florida
COUNTY OF Santa Rosa

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that SANDRA N. CONNER and JOHN F. CONNER, whose names are signed to the foregoing instrument, and who are personally known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8th day of December, 2012.

Vickie Wilson
NOTARY PUBLIC
Typed Name: Vickie Wilson
My Commission No.: EE 832928
My Commission Expires: 9-6-16

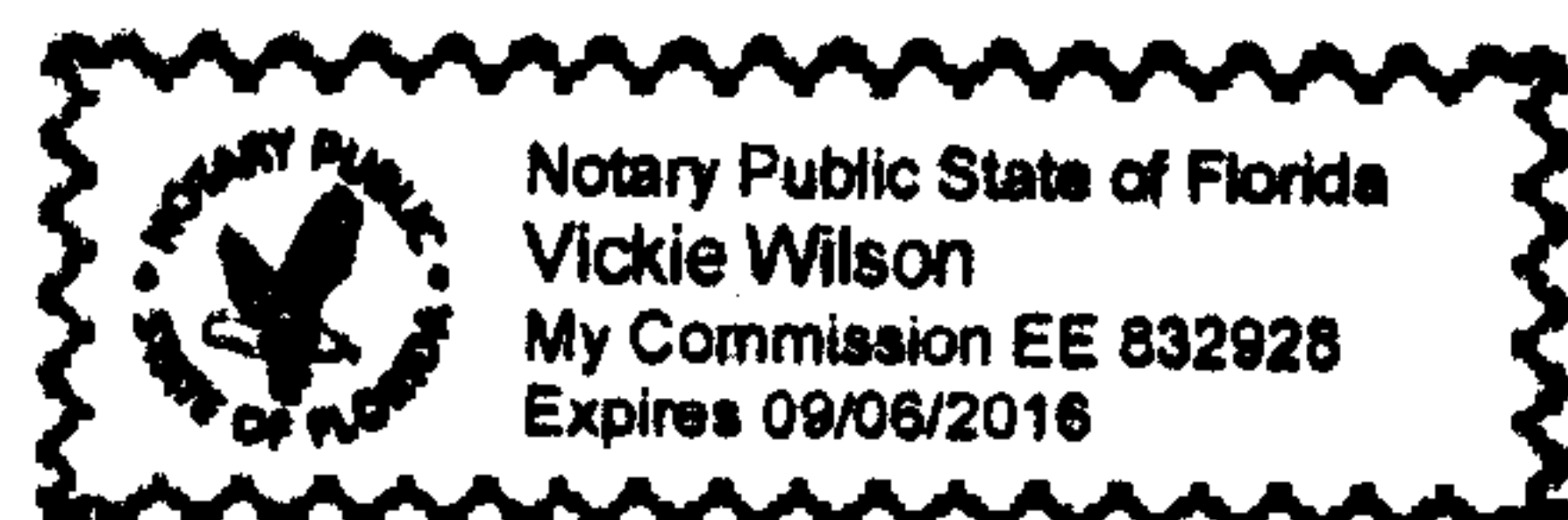


EXHIBIT "A"
Excerpts from Revocable Living Trust Agreement
of Sandra N. Conner dated January 28, 2008

ARTICLE VI
TRUSTEE

(a) Appointment of Trustees. The Grantor, **SANDRA N. CONNER**, and the Grantor's spouse, **JOHN F. CONNER**, shall serve as the Trustees of the trust hereby created. In the event of the resignation, death or inability of either the Grantor or the Grantor's spouse to manage the affairs of the Trust (as determined by two qualified physicians), then the remaining Trustee shall continue to serve as sole Trustee hereunder. In the event of the resignation, death or inability of the Grantor and the Grantor's spouse to manage the affairs of the Trust (as determined by two qualified physicians), then the Grantor's children, **JOHN FREDERICK CONNER, III, LORI C. KADZIOLKA** and **MARILYN CONNER JAMES**, shall serve as successor co-Trustees hereunder. In the event of the resignation, death or inability of any of the Grantor's children to manage the affairs of the Trust (as determined by two qualified physicians), then the remaining Trustees shall continue to serve as co-Trustees or sole Trustee, as the case may be.

For so long as the Grantor and the Grantor's spouse are serving as Trustees hereunder, either of them may act independently of the other (including the execution of documents) on behalf of both Trustees. Any third party dealing with the Grantor and the Grantor's spouse as Trustees shall be entitled to rely on the execution of any document or any action taken by either one of said Trustees as having been performed with full authority to bind both of the Trustees in all respects.

For so long as two or more trustees, other than the Grantor and the Grantor's spouse, are serving as Trustees hereunder, each Trustee may delegate in writing authority to one of their number to act independently and to execute documents on behalf of all Trustees. If such written delegation of authority is given, any third party dealing with the Trustees shall be entitled to rely on the execution of any document or any action taken by the Trustee receiving such written delegation, as having been performed with full authority to bind all of the Trustees in all respects.

(b) Appointment of Successor Trustees. The non-corporate Trustees acting hereunder, while serving as Trustee, may from time to time designate and appoint some individual or bank or trust company, whether located in the State of Florida or elsewhere, to serve with the designated Trustee as Co-Trustee or in the designated Trustee's place as sole Trustee. Such designation with the written acceptance by the designated successor shall be delivered to the then-income beneficiaries of the Trust. Upon accounting to the successor and delivery of the trust assets to the successor, any relieved Trustee shall be released and discharged from further responsibility hereunder. No successor Trustee shall be personally liable for any act or omission of any predecessor Trustee. Any such successor may accept without examination or review the accounts rendered and the property delivered by or for a predecessor Trustee, without incurring any liability or responsibility therefor.

If all Trustees resign, die or become unable to manage the affairs of the Trust without having designated a successor Trustee to serve in their place, then a majority in interest of the income beneficiaries of the Trust may designate and appoint some individual or bank or trust company, whether located in the State of Florida or elsewhere, to serve as Trustee under the Trust Agreement. If no such designation takes place, any beneficiary of the Trust may petition the Court of competent jurisdiction to appoint a successor Trustee under the Trust Agreement. The parent, guardian or conservator of a beneficiary under disability shall receive notice and have authority to act for such beneficiary under this section.

Every successor Trustee shall have all of the powers given the original named Trustee hereunder. No successor Trustee shall be personally liable for any act or omission of any predecessor. A successor Trustee to the Grantor shall without approval accept the assets delivered

to the successor Trustee as constituting all of the property to which the successor Trustee is entitled, and shall not inquire into the Grantor's administration or accounting as Trustee.

(c) Out of State Property. If at any time there is held or transferred to the Trustee any interest in property located outside of the State of Florida and the Trustee determines that:

(1) the Trustee would be prohibited from acting as Trustee with respect to said property, or

(2) the Trustee would be required to qualify to do business as a foreign corporation by reason of acting as Trustee, or

(3) the Trustee would be restricted or hampered in the performance of the Trustee's obligations and duties hereunder,

then the Trustee may convey such interest in property, subject to all of the terms and conditions of this trust, to a Trustee (either an individual Trustee or a corporate Trustee) located in the jurisdiction in which such interest in property is located. Said property shall be held and managed by such appointed Trustee in accordance with the terms and conditions of the trust created hereunder. The income from said property shall be forwarded by said appointed Trustee to the Trustee at least quarterly.

(d) Successor Trustee's Acceptance. Each successor Trustee shall accept the office in writing and shall be vested with the powers and duties of the trusteeship immediately upon delivery of the trust assets to the successor Trustee and written notice to the beneficiaries of the trust, without the necessity of any other act, conveyance or transfer.

(e) Trustee's Bond. No bond or surety shall be required of any Trustee serving under this Trust.

(f) Trustee's Compensation. The individual Trustees shall receive reasonable compensation for services rendered herein. A corporate Trustee acting hereunder shall receive compensation according to its published schedule of fees for services. The method for determining compensation shall be agreed to by the corporate Trustee prior to its assuming any duties and responsibilities hereunder. The Trustees' compensation shall be paid out of the income of the trust. The Trustees shall be reimbursed for out-of-pocket expenses.

(g) Accountings by Trustee. The Trustee shall make annual statements showing the itemized receipts and disbursements of the income and principal of the trust, and otherwise reflecting the condition thereof, and shall furnish copies of such statements to the Grantor, while the Grantor is living, and after the Grantor has died then to each adult income beneficiary and upon request to the parent or guardian of any minor beneficiary. Any person entitled to receive an accounting, or a person legally entitled to act for him, shall state, in writing, his objections to an accounting, and deliver the objections to the Trustee within six (6) months after receipt of a copy of the accounting. Failure to object in this manner shall constitute a waiver of objections.

(h) Facility of Payment. If income or amounts of principal become payable to a minor or to a person under legal disability or to a person not adjudicated incompetent, but who by reason of illness or mental or physical disability, is in the opinion of the Trustee unable to properly manage his or her affairs, then such income or principal shall be paid or expended only in such of the following ways as the Trustee deems best: (1) To the beneficiary directly; (2) To the legally appointed guardian or conservator of the beneficiary; (3) To a custodian for the beneficiary under the Uniform Transfers to Minors Act; (4) By the Trustee directly for the benefit of the beneficiary; (5) To an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the beneficiary; or (6) To compensate the guardian of the person or the guardian of the property of any such minor or person under a legal disability. The Trustee may distribute income, principal, or both to a minor or disabled beneficiary to his or her parent, guardian, personal representative, or the person with whom the beneficiary resides, without looking to the proper application of those payments.

(i) Spendthrift Provision. The interests of beneficiaries in principal or income shall not be subject to the claims of any creditor, any spouse for alimony or support, or others, or to legal process and may not be voluntarily or involuntarily alienated or encumbered. This provision shall not limit the exercise of any power of appointment.

(j) Common Funds. For convenience of administration or investment, the Trustee may hold the several trusts as a common fund dividing the income proportionately among them, assign undivided interests to the several trusts, and make joint investments of the funds belonging to them. The Trustee may consolidate any separate trust with any other trust with similar provisions for the same beneficiary or beneficiaries.

(k) Standards Governing Discretionary Distributions by Trustee. In this instrument, the Trustee is authorized to make certain discretionary payments of income and/or principal to or for the benefit of designated persons. The Trustee may make these discretionary distributions whenever and in those amounts as in the discretion of the Trustee shall be necessary or appropriate for the health, support, education and maintenance of these persons at their accustomed standard of living. It is the Grantor's intention that the distributions shall not be limited to supplying necessities for these persons, but shall maintain them liberally according to their accustomed standard of living, account being taken of their possible desire for travel, owning a home and all other reasonable desires not clearly inconsistent with their accustomed standard of living. In addition, there may be paid to or for the benefit of these persons in order to permit them to enter into or continue in business or professional ventures that portion of income and/or principal as the Trustee, in the Trustee's discretion, may from time to time determine. However, the Trustee, based upon information reasonably available to the Trustee, shall make the distributions to any person for the purposes set forth above only to the extent the person's income and funds available from others obligated to supply funds for such purposes are insufficient in the Trustee's opinion for these purposes.

(l) Determinations Concerning Income and Principal. The Trustee may determine whether receipts are income or principal and whether disbursements are to be charged against income or principal, to the extent not established clearly by state law. Determinations made by the Trustee in good faith shall not require equitable adjustments.

(m) Tax Elections and Allocations. The Trustee may make all tax elections and allocations the Trustee may consider appropriate; however, this authority is exercisable only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of fiduciary duties. No tax elections or allocations made by the Trustee in good faith shall require equitable adjustments.

(n) Employment of Professional Advisors. The Trustee may employ such lawyers, accountants, and other advisers as the Trustee may deem useful and appropriate for the administration of the Trust. The Trustee may employ a professional investment adviser in managing the investments of the Trust (including any investment in mutual funds, investment trusts, or managed -accounts), delegate to this adviser any discretionary investment authorities, and rely on the adviser's investment recommendations without liability to any beneficiary.

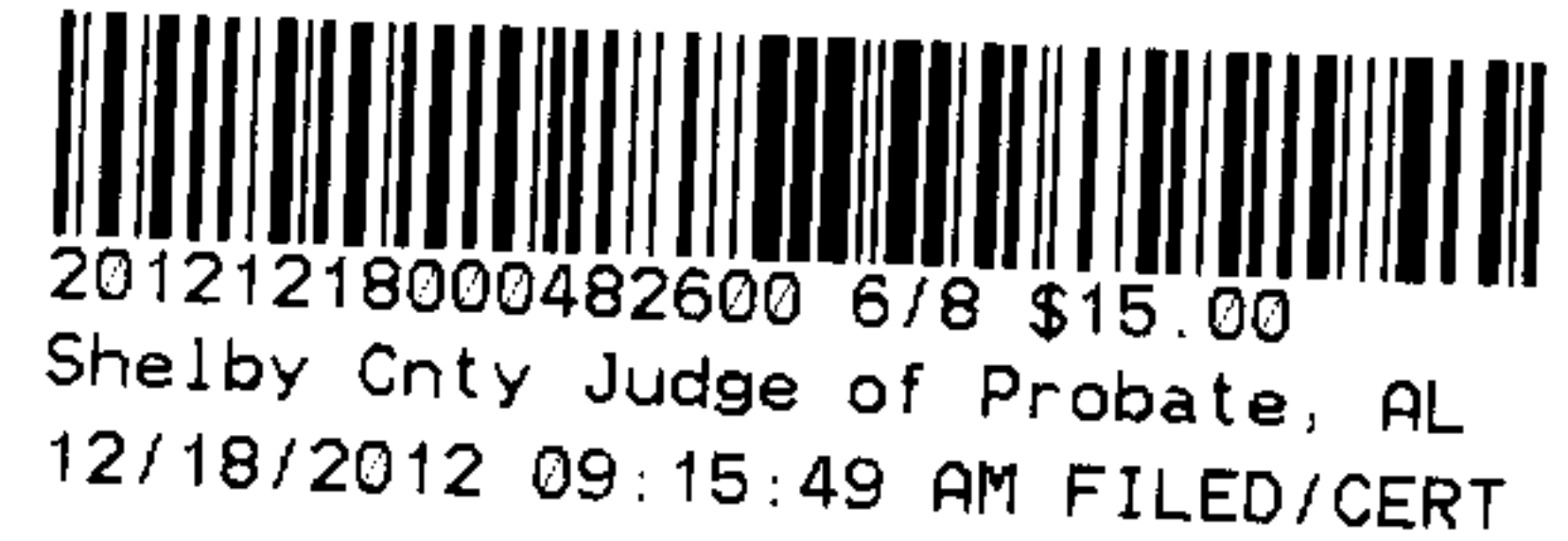
(o) Decisions Concerning Division and Distribution of Assets. The Trustee shall equitably divide and distribute the Trust in kind, in money, or partly in each, taking into account the income tax basis of any asset. The decision of the Trustee in dividing any portion of the Trust between or among two or more beneficiaries shall be binding on all persons.

(p) Distributions to Minors. The Trustee shall distribute any of the trust to a minor by distributing it to any appropriate person (who may be a Trustee) chosen by the Trustee, as custodian under any appropriate Uniform Transfers (or Gifts) to Minors Act, to be held for the maximum period of time allowed by law. The Trustee may also sell any asset that cannot legally be held under this custodianship and invest the sales proceeds in assets that can be held under this custodianship.

(q) Waiver of Application of Florida Statutes Section 736.0814. The Grantor expressly waives the application of Florida Statutes Section 736.0814 to any power conferred upon a Trustee under the terms of this trust. All Trustees named herein are specifically authorized, without applying

to any court and without seeking the appointment of an independent trustee, to make all discretionary distributions of income or principal notwithstanding any provision to the contrary contained in Florida Statutes Section 736.0814.

ARTICLE VII TRUSTEE'S POWERS



The Trustee shall have all powers and protection granted by statute to trustees at the time of the application that are not in conflict with this Agreement. In addition, and not in limitation of any common law or statutory authority, and without application to any court, the Trustee shall have the powers and responsibilities described below, to be exercised in the Trustee's absolute discretion until distribution of the trusts created under this instrument, and shall observe the instructions hereafter given:

- (a) To collect any income therefrom.
- (b) To compromise, adjust and settle in the Trustee's discretion any claim in favor of or against the trust.
- (c) To hold any property or securities originally received by the Trustee as part of the trust or to which the Trustee becomes entitled by virtue of incorporation, liquidation, reorganization, merger, consolidation or change of charter or name, including any stock or interest in any family corporation, partnership, or enterprise, so long as the Trustee shall consider the retention in the best interests of the trust.
- (d) To sell, auction, convey, exchange, lease or rent for a period beyond the possible termination of the trust (or for a lesser 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, including any interest in real property or personal property held by the Trustee, in such manner and upon such terms and conditions as the Trustee may approve. **In particular, and not by way of limitation, with respect to interests in real property, the Trustee shall have full authority to purchase, sell, mortgage, lease, exchange or otherwise deal with any interests in real property.**
- (e) To invest and reinvest the trust and the proceeds of sale or disposition of any portion thereof in such loans, bonds, stocks, mortgages, common trust funds, securities, 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.
- (f) To buy, sell and trade in securities of any nature (including "short" sales) on margin, and for such purpose may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by the Trustee with such brokers as security for loans and advances made to the Trustee.
- (g) To hold, retain or acquire property or securities which in the Trustee's opinion are in the best interests of the trust, without regard to any statutory or constitutional limitation applicable to the investment of trust funds.
- (h) 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.
- (i) 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 director, 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.
- (j) 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.

(k) 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 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 lesser 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.

(l) 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.

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

(n) To loan funds to the trust, it being understood that the Trustee shall be reimbursed for any funds so advanced and receive reasonable interest on any such loans made by the Trustee.

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

(p) To employ attorneys, accountants, investment managers, specialists and such other agents as the Trustee shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the trust, and to delegate to said manager investment discretion. Such appointment shall include the power to acquire and dispose of such assets. The Trustee may charge the compensation of such attorneys, accountants, investment advisors, investment managers, specialists and other agents and any other expenses against the trust.

(q) To hold property or securities in bearer form, in the name of the Trustee, or in the name of the Trustee's nominee, without disclosing any fiduciary relationship.

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

(s) To determine whether any money or property coming into the Trustee's hands shall be treated as part of the principal of the trust or part of the income therefrom, and to apportion between principal and income any loss or expenditure in connection with the trust, as the Trustee may deem just and equitable; provided, however, that such power shall be exercised in accordance with the provisions of the Florida Principal and Income Act.

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

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

(v) To retain any security or other property delivered to the trust and to exchange any such security or property for other securities or properties and to retain such items received in exchange. The Trustee may presume that the Grantor and any subsequent donors to the trust have confidence in the



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securities or other property delivered to the trust and, therefore, no sale thereof shall be made solely in order to diversify investments.

(w) To deal with matters involving the actual or threatened contamination of trust property (including interests in sole proprietorships, partnerships or corporations and any assets owned by such business entities) by hazardous substances, or involving compliance with environmental laws. In particular, the Trustee is empowered:

(1) To inspect and monitor any such property periodically, as the Trustee deems necessary, to determine compliance with any environmental law affecting such property, with all expenses of such inspection and monitoring to be paid from the income or principal of the trust;

(2) To respond (or take any other action necessary to prevent, abate or "clean up") as the Trustee shall deem necessary, prior to or after the initiation of enforcement action by any governmental body, to any actual or threatened violation of any environmental law affecting any of such property, the cost of which shall be payable from trust assets;

(3) To refuse to accept property as a trust asset if it is determined that such property is contaminated by any hazardous substance or that such property is being used or has been used for any substances which could result in liability to the trust or otherwise impair the value of trust assets;

(4) To settle or compromise at any time any claim against this trust related to any such matter asserted by any governmental body or private party;

(5) To disclaim any power which the Trustee determines may cause the Trustee to incur personal liability as a result of such matters, whether such power is set forth in this document, incorporated by reference herein, or granted or implied by any statute or rule of law;

(6) To decline to serve as Trustee or, having undertaken to serve, resign at any time the Trustee believes there is or may be a conflict between the Trustee's fiduciary capacity and the Trustee's individual capacity because of potential claims or liabilities which might be asserted against this trust because of the type or condition of trust assets.

The Trustee shall not be personally liable to any beneficiary or other party interested in this trust, or to any third parties, for any claim against the trust for the diminution in value of trust property resulting from such matters, including any reporting of or response to (1) the contamination of trust property by hazardous substances, or (2) violations of environmental laws related to this trust; provided that the Trustee shall not be excused from liability for the Trustee's own negligence or wrongful or willful acts.

When used in this document the term "hazardous substance(s)" shall mean any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law(s), rule(s) or regulation(s) relating to the protection of the environment or human health ("environmental law(s)").

On behalf of the Grantor and the Grantor's successors, heirs and assigns, Grantor hereby indemnifies and holds harmless the Trustee from and against any and all claims, liabilities, penalties and costs, including attorneys' fees, arising from any claim, demand, order or other action related in any way to (1) the actual or threatened contamination of trust property by any hazardous substance(s), or (2) the generation, use, treatment, storage, disposal, release (actual or threatened) or discharge on or from trust property or in connection with operations conducted on trust property of any hazardous substances in violation of any environmental law(s).

—End of Exhibit B—