

Recording Fee 15.00
TOTAL 15.00

20151001000343080 1/4 \$17.00
Shelby Cnty Judge of Probate, AL
10/01/2015 08:59:46 AM FILED/CERT

This instrument prepared by
and record and return to:
David R. Kinman, Esq.
Butler Snow, LLP
One Federal Place
1819 Fifth Avenue North, Suite 1000
Birmingham, Alabama 35203
(205) 297-2200

STATE OF ALABAMA)

COUNTY OF SHELBY)

COUNTY OF ELMORE)

RLPY 2015 44294
Recorded In Above Book and Page
09/24/2015 12:15:11 PM
JOHN E. ENSLEN
PROBATE JUDGE
Elmore County, AL

CERTIFICATE OF TRUSTEE

THIS CERTIFICATE OF TRUSTEE (the "Certificate") is delivered in connection with a two term loans (collectively, the "Loan") from National Bank of Commerce, a national banking association ("Bank") to the 2012 Frankie C. Mitchell Irrevocable Trust.

The undersigned hereby certify to Bank as follows:

1. The undersigned, **Robert L. Mitchell** (the "Trustee"), is the sole trustee of that certain trust (the "Trust") created by that certain trust agreement styled "THE 2012 FRANKIE C. MITCHELL IRREVOCABLE TRUST AGREEMENT" dated December 28, 2012 (the "Trust Agreement") and is familiar with the books, records and business of the Trust.

2. The copy of the Trust Agreement provided to Bank is a correct and complete copy of the Trust Agreement. The Trust Agreement was executed on December 28, 2012, and has not been cancelled, revoked, modified, or amended in any manner as of the date hereof. The Trust Agreement continues in full force and effect, and no event has occurred that, pursuant to the terms of the Trust Agreement or otherwise, would cause a termination or dissolution of the Trust.

3. The grantor of the Trust is Frankie C. Mitchell. Frankie C. Mitchell is living.

4. The current address of the Trustee is 2220 Finley Boulevard, Birmingham, Alabama 35234.

5. The powers of the Trustee are set forth in Article Six of the Trust Agreement.

6. The Trust is irrevocable.

Ret. Sand Title Co of Al.
600 20th St NW
B'ham AL 35203

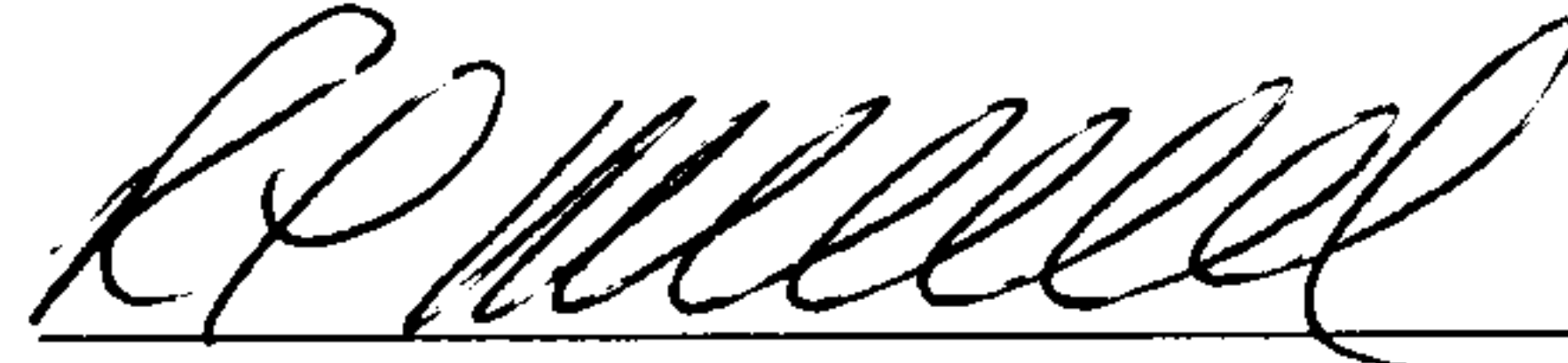
7. The Taxpayer Identification Number of the Trust is 46-6543793.
8. All property of the Trust is to be titled in the name "2012 Frankie C. Mitchell Irrevocable Trust".
9. The Trust was formed under and is governed by the laws of State of Alabama. No action has been taken to change the situs of administration of the Trust, which continues to be the State of Alabama.
10. There is no action, suit, investigation or proceeding pending before any court, administrative or governmental body or threatened (or any basis therefor) against the Trust or any of its assets that (a) challenges or impairs the ability of the Trust or of the Trustee to consummate the Loan or to execute, deliver or perform under any of the documents, agreements or instruments to be executed and delivered in connection with the Loan; (b) might materially and adversely affect the Trust's assets; or (c) result in any material and adverse change in the business or financial condition of the Trust.
11. Neither the consummation of the Loan, nor the execution, delivery and performance of any of the documents, agreements or instruments to be executed and delivered by the Trust in connection with the Loan will (a) violate any federal, state, or local law, rule, or regulation or any decree or judgment of any court or governmental authority applicable to the Trust or its property; (b) violate or conflict with, permit the cancellation of, or constitute a default under any document, instrument or agreement to which the Trust is a party, or by which it or its property is bound; or (c) violate or conflict with any provision of the Trust Agreement.

[SIGNATURE ON FOLLOWING PAGE]



The undersigned acknowledges that Bank has relied and will rely upon the certifications contained herein connection with extending the Loan.

Executed this 21st day of September, 2015.



Robert L. Mitchell

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, David R. Kinnin, a Notary Public in and for said County, in said State, hereby certify that Robert L. Mitchell, whose name as the Trustee of the **2012 FRANKIE C. MITCHELL IRREVOCABLE TRUST**, dated as of December 28, 2012, and formed under the laws of the State of Alabama, is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said agreement, he, as such Trustee and with full authority, executed the same voluntarily for and as the act of said trust on the day the same bears date.

Given under my hand this the 18th day of September, 2015.

David R. Kinnin
Notary Public

[AFFIX SEAL]

My commission expires:

9/25/2017