COUNTY OF SHELBY

## STATE OF ALABAMA

20181214000438340 12/14/2018 03:41:37 PM TRUST 1/2

## CERTIFICATE OF TRUST

Having personally appeared before the undersigned witnesses and Notary Public in and for said county and state, the undersigned Trustors and Trustees, after being first duly sworn state and certify under oath the following:

The undersigned Grantors/Trustees hereby certify the following:

- This Certificate of Trust refers to the SHIRLEE A. FANNING MANAGEMENT TRUST created on the 22nd day of February, 2012 and Amended and Restated on March 7th, 2017 ("the Amendment") and any amendments thereto.
- The original Grantors(s)/Settlor(s) is Shirlee A. Fanning.
- 3. The initial Trustees of the Trust (the "Trustees") are Shirlee A. Fanning and Denise Davidson.
- Per the Amendment, the initial Trustees are now Shirlee A. Fanning and Shirl 4. Mederlet.
- The address of the Trustee currently serving is:
  - 142 Hidden Creek Circle, Pelham, Alabama 35124
- Per the Amendment, in the event of death or incapacity of Shirlee A. Fanning, 6. Shirl Mederlet shall serve the Trust as sole Trustee. In the event of death of Shirlee A. Fanning and Shirl Mederlet, Denise Davidson shall serve as sole Trustee of the Trust.
- The Beneficiary under the Trust is Shirlee A. Fanning daughter of Shirlee A. Fanning. ITEM I (a).
- 8. The Successor Beneficiary under the Trust is Cecillia Fanning. ITEM I (b).
- 9. The Trustees under the Trust Agreement are authorized to acquire, sell, convey encumber, lease borrow, manage and otherwise deal with interests in real and personal property in our Trust name. The Trust also includes the power to mortgage real property; open and maintain deposit accounts, lines of credit, loan accounts, and transaction accounts with a bank, mortgage lender and/other financial institution; endorse negotiable instruments, make deposits, make

withdrawals, borrow money, execute loan documents, pledge personal property, and do all other business with a bank, mortgage lender and/or other financial institution, as applicable, as contemplated in any agreement signed by the Trustee. Regarding matters of real estate, all powers of the Trustee are fully set forth in detail in said Trust. ITWM XII.

- 10. The Trust is Revocable and there have been no amendments limiting the powers of the Trustee over trust property. The Trust becomes Irrevocable upon the death of the Settlor. ITEM VIII.
- 11. No Trustee shall be liable for acts or omissions in administering the trust estate or any trust created by the Agreement, except for that Trustee's own actual fraud, gross negligence or willful misconduct. ITEM IX

The Undersigned certify the statements in this Certificate of Trust are true and correct. IN WITNESS WHEREOF, we have hereunto set our hand and seal on this the 12 day of December, 2018.

Trustees: La Mariner	y	Witness:	Swift	
Shirlee A. Fanning		-1	7	
Shire Mededat		The second	ROPS	2 Colored Colo
Shirl Mederlet				
STATE OF ALABAMA	)			
COUNTY OF SHELBY	)			

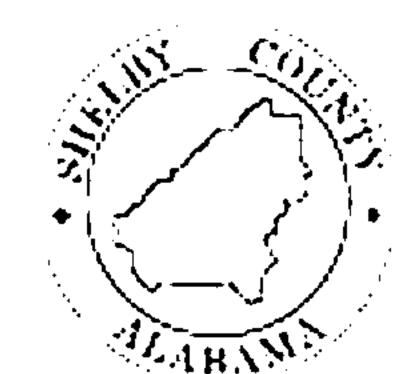
State, hereby certify that, Shirlee A. Fanning and Shirl Mederlet, as Trustees of the Shirlee A. Fanning Management Trust, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they as such Trustees, and with full authority, executed the same voluntarily for and as the act of said Trust.

Given under my hand and seal on this the 12 day of December, 2018.

Notary Public

My Commission Expires: 09-18-2019

This Document Prepared By:
CHARLES D. STEWART, JR.
ATTORNEY AT LAW
4898 VALLEYDALE ROAD - SUITE A-2
BIRMINGHAM, AL 35242



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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