

CERTIFICATE OF TRUST

The undersigned, being duly sworn, and in order to induce [NAME OF BANK], a [national association / national bank / state chartered bank] (the “Bank”), to lend money or extend other financial accommodations to [NAME OF BORROWER], a [STATE and ORGANIZATION TYPE / resident of the STATE] (the “Borrower”), hereby certify(ies) to the Bank as follows:

1. Trust Title, Date, And Date Of Amendments. A trust known as [NAME OF TRUST] (the “Trust”) has been formed under that certain [NAME OF TRUST AGREEMENT] dated [DATE OF TRUST AGREEMENT] ([the “Original Trust Agreement”). The Original Trust Agreement has been amended by {an amendment /amendments} dated {DATE(S) OF AMENDMENT(S)} (as so amended,) the “Trust Agreement”). The Trust Agreement remains in full force and effect and has not been revoked, modified or amended in any manner that would cause any of the representations set forth in this Certificate to be incorrect.

2. Name(s) And Address(es) Of Settlor or Grantor. The name(s) and address(es) of the settlor(s) or grantor(s) of the Trust is(are): [NAME(S) AND ADDRESS(ES) OF SETTLOR(S)].

3. Names And Addresses Of Trustee(s). The name(s) and address(es) of the current trustee(s) of the Trust (the “Trustee”) is(are): [NAME(S) AND ADDRESS(ES) OF CURRENT TRUSTEE(S)]. The name(s) and address(es) of the successor trustee(s) of the Trust, to the extent such successor trustee(s) of the Trust have been identified as of this date, is(are): [NAME(S) AND ADDRESS(ES) OF SUCCESSOR TRUSTEE(S)]. The provisions of the Trust Agreement regarding the appointment of the Trustee(s) are reproduced verbatim in Exhibit A attached hereto.

4. Revocability. The Trust is [irrevocable. / revocable and the person(s) empowered to revoke the Trust is(are) {NAME(S) OF PERSON(S) WHO CAN REVOKE TRUST}.]

5. Trustee’s Powers. All of the provisions of the Trust Agreement that (a) designate the Trustee to act as such, or (b) relate to (i) the power and authority of the Trustee to incur or guaranty indebtedness and obligations of the Borrower to the Bank, (ii) the power and authority of the Trustee to grant security interests in or liens on the property of the Trust to secure such indebtedness and obligations, or (iii) real property and any interest in real property and restrictions on the powers of the Trustee relating to real property or any interest in real property, are reproduced verbatim in Exhibit B attached hereto. [Each of the cotrustees, acting alone, has

the power and authority to exercise the powers of the Trustee and to execute and deliver instruments and agreements on behalf of the Trust. / {Two or more / All of} the cotrustees, acting together, have the power to exercise the powers of the Trustee and to execute and deliver instruments and agreements on behalf of the Trust. All of the provisions of the Trust Agreement related to the power and authority of the cotrustees, acting alone or together, to act on behalf of the Trust are reproduced verbatim in Exhibit C attached hereto.]

6. Applicable Law. The governing law of the Trust is set forth in Section [___] of the Trust Agreement which provides that:

[INSERT GOVERNING LAW PROVISION VERBATIM]

7. Legal Description Of Affected Property. The legal description of the affected property is contained in Exhibit D attached hereto.

8. Amendments to Trust. All provisions of the Trust (as amended) regarding the amendment of any of its provisions reproduced above or on any Exhibit hereto, or of any of its provisions that set forth or determine information certified as true and correct herein, are set forth verbatim on Exhibit E attached hereto.

9. Protection of Bank. The Bank shall be fully protected in relying on this certification as provided in Sections 7912 and 7913 of the Michigan Trust Code. Notwithstanding any modification or termination of the power of any of the Trustee(s) to represent the Trust, and notwithstanding any other notice thereof the Bank may receive, this certification shall continue in force and bind the Trust or its successors, and the Bank may recognize the present Trustee(s) of the Trust as authorized to act for it hereunder, until the Bank receives notice to the contrary either by actual delivery or first class mail addressed to: [NAME AND ADDRESS OF BANK]. Receipt of such notice shall not affect any action taken by the Bank prior thereto. The Trust is duly organized, validly existing and in good standing under and by virtue of the laws of the State of Michigan; there is no provision in the Trust Agreement, nor is the Trust a party to any agreement, judgment, or order, which restricts or limits in any way this certification or the authorizations contained in this certification or which require approval of this certification by any further vote or consent of the Trust's trustees or beneficiaries or by any other person or entity; the Trust has full power to own its property and to carry on its business as now being conducted; the Trust has not been revoked, and there are no proceedings for dissolution, liquidation, consolidation, or merger instituted by or against the Trust as of the date hereof.

This document constitutes a Certificate of Trust Existence and Authority prepared pursuant to the provisions of Act No. 133 of 1991, Public Acts of the State of Michigan, effective November 6, 1991, as well as a certificate of trust prepared pursuant to the provisions of Act No. 386 of 1998, Public Acts of the State of Michigan, as amended by Act No. 46 of 2009, effective April 1, 2010.

I declare that this certificate has been examined by me and its contents are true and correct.

Dated: _____, 201_.

[NAME OF TRUSTEE, SETTLOR OR
ATTORNEY*]
[ADDRESS]
[ADDRESS]

***NOTE: for a certificate to be recorded for a
real estate transaction, only a settlor, an
attorney for the settlor or the trustee, or an
officer of a bank on behalf of the bank as
trustee may sign**

STATE OF MICHIGAN)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 201_ by
[NAME OF TRUSTEE], [ADDRESS].

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in _____ County

[NAME OF SETTLOR]
[ADDRESS]
[ADDRESS]

STATE OF MICHIGAN)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 201_ by
[NAME OF SETTLOR], [ADDRESS].

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in _____ County

DRAFTED BY AND AFTER
RECORDING RETURN TO:
[NAME OF ATTORNEY]
[NAME OF FIRM]
[ADDRESS]
[ADDRESS]
[PHONE NUMBER]