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In Re: The Joseph T. Mason, Jr. and Dorothy D. Mason Revocable Living Trust

This is to certify that there have been no changes to the Joseph T. Mason, Jr. and Dorothy D. Mason Revocable Living Trust. The statements contained in the certificate of trust attached are true and correct. The attached certificate of trust has been recorded in Instrument No 20091103-0101217 and Trans: T20090074673 in Davidson County, Tennessee and is being recorded in the Probate Office of Shelby County, Alabama.

William J. Mason, successor Co Trustee of The Joseph T. Mason, Jr. and Dorothy D.

Mason Revocable Living/Trust/\_\_\_\_

Priscilla M. Gray, sudcessor Co Prustee of The Joseph T. Mason, Jr. and Dorody D.

Mason Revocable Living Trust

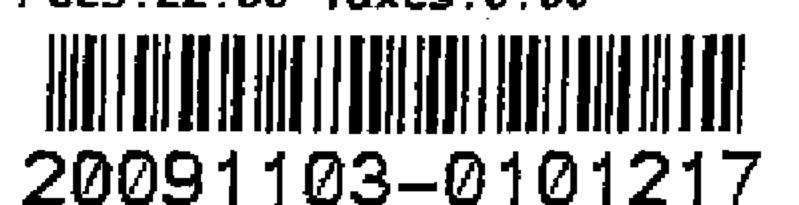
Sworn to and subscribed before me this the 100 day of April, 2017.

Notary Public

My Commission Expires: 1124/2018

# BILL GARRETT, Davidson County

Trans: T20090074673 AGRMTTRUST Recvd: 11/03/09 08:48 4 pgs Fees:22.00 Taxes:0.00



This instrument prepared by: Equitus Law Alliance, PLLC 709 Taylor Street P.O. Box 280240 Nashville, Tennessee 37228

# CERTIFICATION OF TRUST

THE JOSEPH T. MASON, JR. AND DOROTHY D. MASON REVOCABLE LIVING TRUST

NAME OF TRUST:

THE JOSEPH T. MASON, JR. AND DOROTHY D. MASON

REVOCABLE LIVING TRUST

DATE OF CREATION:

The 25 day of Jule . 1997

GRANTOR:

JOSEPH T. MASON, JR. and DOROTHY D. MASON (deceased)

TRUSTEE:

JOSEPH T. MASON, JR.

SUCCESSOR TRUSTEES:

William J. Mason

Priscilla M. Gray

I, JOSEPH T. MASON, JR., currently the acting Trustee of the Trust, being duly sworn, certify and declare pursuant to T. C. A. §35-50-126(e) that the following provisions are true and correct under penalty of perjury.

- The Trust includes sections naming the Trustee, creating the trust, empowering the trustee, clearly stating the power of revocability of the Trust held by the Grantors and designating successor trustees. Other sections of the Trust are of a personal nature and set forth the distribution of the trust property.
- The Trust operates to benefit the Grantor during his lifetime, and at death passes to beneficiaries named in the Trust.
  - 3. Upon the death of DOROTHY D. MASON, portions of the Trust became irrevocable.
  - 4. The Trust was established in the state of Tennessee, and remains A Tennessee trust.
- 5. Title to assets of the trust is to be held as JOSEPH T. MASON, JR., Trustee and his successors in trust of THE JOSEPH T. MASON, JR. AND DOROTHY D. MASON REVOCABLE LIVING TRUST.
- 6. Except as otherwise provided in the Trust, the Trustee(s) shall have both the administrative and investment powers enumerated in Paragraph 9 below and any other powers granted by Tennessee law with respect to the Trust.
- 7. The Trustee shall exercise the administrative and investment powers set forth in Paragraph 11 below without the order of any court, as the Trustee determines in his sole discretion to be in the best interest of the beneficiaries.
- 8. Notwithstanding anything to the contrary in the Trust, the Trustee(s) shall not exercise any power in a manner inconsistent with the beneficiaries right to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

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- 9. The Trustee has all powers granted to trustees by the common law or any applicable statutes (as they shall exist as of the execution of the Trust or are subsequently amended) to the extent they increase the powers granted to trustees. By way of example, the Trustee has powers and authority over the assets of THE JOSEPH T. MASON, JR. AND DOROTHY D. MASON REVOCABLE LIVING TRUST, as follows:
- (a) Selection and Retention of Assets. To retain any property or undivided interests in property that shall be received from any source, regardless of any lack of diversification, risk, or nonproductivity, for so long as the Trustee shall deem advisable, and the Trustee shall be under no obligation to dispose of or convert any such property. Any investments made by the Trustee pursuant to the terms of the Trust shall need not be diversified, may be of a wasting nature, and may be made or retained with a view to possible increase in value. The Trustee, except as otherwise specifically provided in the Trust, shall have as wide a latitude in the selection, retention, or making of investments as an individual would have in retaining or investing his own funds and shall not be limited to, nor be bound or governed by, any rules of law, statutes, or regulations respecting investments by trustees.
- (b) Sale or Disposition of Trust Property. To sell, exchange, give options upon, partition, convey, or otherwise dispose of, with or without covenants (including covenants of warranty of title), any property that shall from time to time be or become a part of the Trust estate, at public or private sale or otherwise, for cash or other consideration, or on credit, and upon terms and conditions as the Trustee shall think advisable, and to transfer and convey the same free of Trust.
- (c) Investment of Trust Property. To invest and reinvest the Trust estate from time to time in any property, real, personal, or mixed, including (without limiting the generality of the foregoing language) securities of domestic and foreign corporations and investment trusts, bonds, preferred stocks, common stocks, mortgage participations, and interests in common trust funds, with complete discretion as to converting realty into personalty, or personalty into realty, or otherwise changing the character of the Trust estate, even though the investment (by reason of its character, amount, proportion to the total Trust estate, or otherwise) would not be considered appropriate for a fiduciary apart from this provision, and even though the investment causes a greater proportion of the total Trust estate to be invested in investments of one type or of one business or company than would be considered appropriate for a fiduciary apart from this provision.
- (d) Loans of Trust Property. To make loans, secured or unsecured, in amounts, upon terms, at rates of interest, and to persons, firms, or corporations as the Trustee shall think advisable.
- (e) Improving and Leasing Trust Property. To improve any real estate comprising a part of the Trust estate; to demolish any buildings in whole or in part; to erect buildings; to lease real estate or personal property on terms and conditions and for length of time (including ninety-nine (99) years or more) as the Trustee shall think fit, even though the lease may extend beyond the term of any Trust; to foreclose, extend, renew, assign, release, or partially release, and discharge mortgages or other liens, and to accumulate income for the purpose of doing so (except where the Trustee shall be required by the Trust to distribute income).
- (f) Borrowing Money. To borrow money and to execute promissory notes; to secure obligations by mortgages or other liens or pledges of any property of the Trust estate; to make any type of purchase or contract, including installment contracts or credit arrangements, the effect of which shall be to borrow money; to accumulate income for the purpose of repaying any indebtedness owed by the Trustee (except where the Trustee shall be required by the Trust to distribute income).
- (g) Voting Securities. To vote, in person or by proxy, any stocks or other properties having voting rights; to enter into voting trusts and voting agreements; to exercise any options, rights, or privileges pertaining to any property in the Trust estate; to participate in any merger, reorganization, or consolidation

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affecting the Trust estate; and, in connection therewith, to take any action that an individual could take with respect to property owned outright by that individual, including the payment of expenses or assessments, the deposit of stock or property with a protective committee, the acceptance or retention of new securities or property, and the payment of amounts of money as may seem advisable in connection therewith.

- (h) Insurance. To insure any part of the Trust estate against risks as the Trustee shall think fit, to be based on market values or costs, and the coverage to be full or partial as the Trustee shall think fit; to pay the premiums and to collect or adjust the losses; to acquire, hold, and pay premiums on insurance upon the life of any person or persons, and to exercise any and all rights to ownership; and to purchase other types of insurance or annuities for any beneficiary; provided, however, all incidents of ownership with respect to any policies of insurance on the life of any Trustee shall be vested in and exercisable solely by another Trustee.
- Business. To start or to enter into any business enterprise, or to continue to operate any (i) business interest that shall become part of the Trust estate; to delegate all or part of the management thereof; to invest other funds of the Trust estate therein; to convert from one form (e.g., proprietorship, partnership, corporation) to another; to enlarge, diminish, or change the scope or nature of the activities of any business; to authorize the participation and contribution by the business in any form of employee benefit plan, whether or not the contributions qualify as being tax deductible; to use the general assets of the Trust estate for the purposes of the business; to invest additional capital in or make loans to the business, regardless of the speculative nature or nonproductivity of the investment or loan, and without regard to diversification of investment; to endorse or guarantee on behalf of the Trust estate any loan or loans made to the business, and secure loans by pledge or mortgage of any property of the Trust estate; to employ officers, managers, employees, or agents as the Trustee shall deem advisable in the management of the business, including electing or employing directors, officers, or employees of the Trustee to take part in the management of the business as directors or officers or otherwise, and to pay reasonable compensation; and to rely upon the reports of certified public accountants as to the operations and financial condition of the business without independent investigation; all in any manner, times, and on terms as the Trustee shall think fit.
- Special Farm Powers. To retain any farm or farm property that shall be received from any source, and to acquire and retain other similar property; to engage in farm operations and the production, harvesting, and marketing of farm products, including livestock breeding and feeding and poultry and dairy farming, by operating directly with hired labor, by retaining farm managers or management agencies, by renting on shares or for cash, or in any other manner; to enter into farm programs; to purchase or rent farm machinery and equipment, livestock, poultry, seed and feed; to improve farm property and to repair, improve, and construct farm buildings, fences, and drainage facilities; to borrow money for any of these purposes; and in general to do all things customary or desirable in farm operations.
- (k) Payment of Expenses and Taxes. To incur expenses or charges in the management of the Trust estate as the Trustee shall think fit; to surrender the Trust estate for taxes if the Trustee shall think it desirable, or to refuse to do so if the Trustee shall think it undesirable; to pay taxes, charges, and governmental assessments against the Trust estate; and, in anticipation of expenses, charges, taxes, and assessments, to set up sinking funds or reserves as the Trustee shall think fit.
- (I) Powers Under Changed Conditions. To exercise powers as may be necessary or desirable in the management and control of the Trust estate, whether or not those powers are of like kind or character to those enumerated in this instrument; and in particular to enable the Trustee to act under changed conditions, the exact nature of which cannot now be foreseen.
  - 10. Each power conferred upon the Trustee(s) or upon Trustee(s) in general, by applicable state

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or federal statutes, shall be subject to any express limitations or contrary directions contained in the Trust.

No restrictions are imposed upon the Trustee of the Trust in dealing with the assets of the 11. Trust.

As of this date, the Trust has not been revoked, modified, or amended to make any representations in this Certification of Trust incorrect and the Trustee signing this document is the Trustee. The undersigned hereby certifies that the information is correct and may be relied upon in opening any account, deposit or other business relationship with such trust until receipt of written notice of any change of the foregoing from the Trustee. The undersigned acknowledges that the instructions of the Trustee may be relied upon with respect to the accounts and investments of the Trust. The Trustee hereby ratifies and accepts any and all transactions performed by the Grantor or other owner of said assets arising prior to the effective date of the Trust.

This listing of some of the powers of the Trustees of THE JOSEPH T. MASON, JR. REVOCABLE LIVING TRUST is not to be interpreted either in derogation of any right of the Trustees under the law or as restricting the discretion a prudent person would use in the management of property held for the benefit of others; nor shall this listing of some of the powers of the Trustees limit their general powers in dealing with third persons, for the Trustees have similar rights, duties, powers, and privileges over the assets of THE JOSEPH T. MASON, JR. REVOCABLE LIVING TRUST as an individual owner.

seph T. Mason, Jr., Trustee

Date

day of a

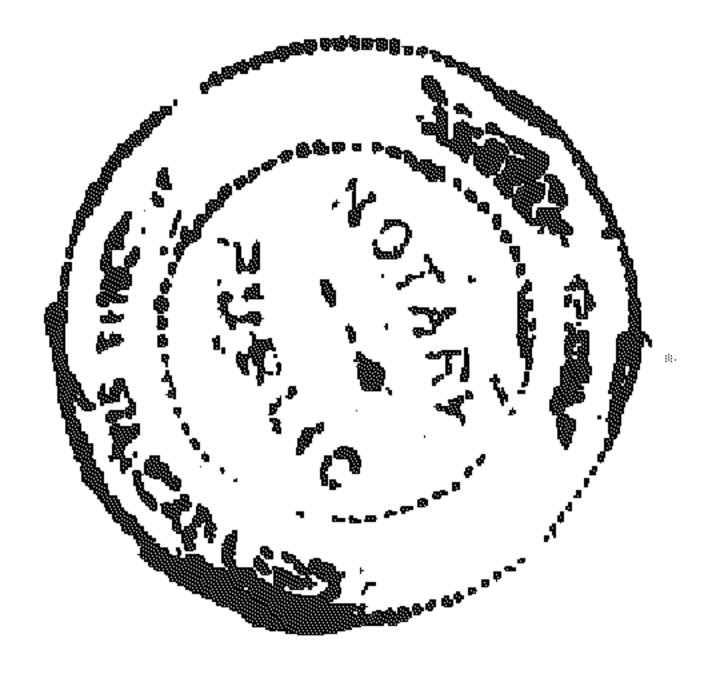
10-21-119

STATE OF ALABAMA COUNTY OF Shell

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, Joseph T. Mason, Jr., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at Alabaster, Alabama, this V

Manuse Moderation of Alabamaa as Large My Commission expires: Wooden and the Amis



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- RECORDING SERVICES CUSTONER

> T2009007467 11/03/2009 ( Receipt Number

Date/

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ALLIANCE Customer Name: EQUITUS LAW

MAILING ENVE

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\$22.00 .00

Subtotal

Consideration

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JOSEPH T MASON JR AND DOROTHY D MASON F 8 0 0 Second Party Name

Anount 822.00

AMOUNT PAID:

\$22.00

LESS AMOUNT DUE:

CHANGE RECEIVED:

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**WEPH** 

MASON,

First Party

Method

1374

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Check

Filed and Recorded Official Public Records Judge James W. Fuhrmeister, Probate Judge, County Clerk Shelby County, AL 05/10/2017 02:44:46 PM S30.00 CHERRY 20170510000163170