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Shelby Cnty Judge of Probate, AL
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**CERTIFICATION OF TRUST
DERAMUS LAKE PROPERTY TRUST,
DATED APRIL 21, 1999**

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

Effective as of the 5th day of December, 2017, the undersigned, **FRANK E. BOYD, III and ELIZABETH B. KING (a/k/a ELIZABETH D. KING)** (each singularly an "Affiant" or "Trustee" and collectively as "Affiants" or "Trustees"), as **Successor Trustees of the Deramus Lake Property Trust, Dated April 21, 1999**, and **FRANK E. BOYD, III**, as **Trustee of the Trust F/B/O Frank E. Boyd, III Established Under the Deramus Lake Property Trust, Dated April 21, 1999**, and **ELIZABETH B. KING (a/k/a ELIZABETH D. KING)**, as **Trustee of the Trust F/B/O Elizabeth B. King Established Under the Deramus Lake Property Trust, Dated April 21, 1999**, hereby certify as follows:

1. On or about April 21, 1999, a trust (the "Deramus Lake Property Trust") was validly established pursuant to that certain irrevocable trust agreement entitled the "Deramus Lake Property Trust" (hereinafter referred to as the "Trust Agreement") entered into by Garnet McAdams Deramus, as "Grantor" thereunder, and by Dorothy D. Boyd, as "Trustee" thereunder, and said Trust Agreement has not been revoked or terminated and is currently in existence; and there have been no amendments or modifications thereto which would terminate, revoke, or substitute or otherwise amend the trustee(s) serving under the Trust Agreement or otherwise limit the power of any such trustee over any property held in the Deramus Lake Property Trust or any separate trust established under the Trust Agreement (any such trust hereinafter referred to as a "Trust").

2. The Trust Agreement is irrevocable.

3. The Grantor of the Trust, Garnet McAdams Deramus, died on or about May 28, 2004, and Dorothy D. Boyd, the initial Trustee of the Deramus Lake Property Trust (the "Initial Trustee"), died on or about March 3, 2017.

4. Upon the death of the Initial Trustee, Frank E. Boyd, III and Elizabeth B. King (a/k/a Elizabeth D. King) became Successor Trustees of the Trust and continue to serve in such capacities as of the date hereof.

5. Effective upon the division of the assets of the Deramus Lake Property Trust pursuant to the terms of the Trust Agreement into separate equal shares for the benefit of, and to be held in separate trusts for, Frank E. Boyd, III and Elizabeth B. King, (a) Frank E. Boyd, III was appointed, and continues to serve as of the date hereof, as Trustee of the separate Trust established for his benefit under the terms of the Trust Agreement (the "Trust F/B/O Frank E. Boyd, III") and (b) Elizabeth B. King (a/k/a Elizabeth D. King), was appointed, and continues to serve as of the date hereof, as Trustee of the separate Trust established for her benefit under the terms of the Trust Agreement (the "Trust F/B/O Elizabeth B. King").

6. The mailing address of the Affiant, Frank E. Boyd, III, is 2314 21st Avenue South, Birmingham, Alabama 35223.

7. The mailing address of the Affiant, Elizabeth B. King, is 3448 Cliff Road South, Birmingham, Alabama 35205.

8. With respect to real property, any Trustee is authorized under the Trust Agreement, subject to the terms thereof, to acquire/hold real property, sell/convey real property, encumber/mortgage real property, lease real property, and otherwise deal with interests in real property for and on behalf of and in the name of the applicable Trust.

9. Attached hereto are true and correct copies of the pertinent pages of the Trust Agreement required to establish the Affiants as the currently acting Trustees under the Trust Agreement of the respective Trusts referred to herein, and the powers of any trustee or successor trustee under the Trust Agreement. Affiant further states that none of the remaining terms or provisions of the Trust Agreement, including any amendments thereto, conflict with the terms and provisions set forth in the attachments to this Affidavit.

10. No person or entity paying money to or delivering property to the Trustee shall be required to see to its application. All persons relying on this document regarding the Trustee and the Trustee's powers over Trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certification of Trust shall be just as valid as the original.

11. This instrument is being executed by the Affiants solely in his fiduciary capacities as named herein, and neither this instrument nor anything herein contained shall be construed as creating any indebtedness or obligation on the part of the undersigned in their individual capacities, and the undersigned expressly limit their liability hereunder solely to the property now or hereafter held by them as the Trustee(s) of the applicable Trusts under the Trust Agreement.

12. The undersigned Affiants hereby certify that the statements made in this Certification of Trust are true and correct and hereby acknowledge and agree that this instrument is being given with full understanding that it will be relied upon to establish the truth of the matters set forth herein and may be filed for record in any Probate Office for future reference.

**[Remainder of Page Intentionally Left Blank -
Signature Page Follows]**



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IN WITNESS WHEREOF, the Affiants have hereunto set their hands and seals effective as of the date first above written.

AFFIANT:

Frank E. Boyd

Frank E. Boyd, III, as Successor Trustee of the Deramus Lake Property Trust, Dated April 21, 1999, and as Trustee of the Trust F/B/O Frank E. Boyd, III Established Under the Deramus Lake Property Trust, Dated April 21, 1999

Date: Dec 5, 2017

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for the State of Alabama at Large, hereby certify that Frank E. Boyd, III, whose name as Successor Trustee of the Deramus Lake Property Trust, Dated April 21, 1999, and as Trustee of the Trust F/B/O Frank E. Boyd, III Established Under the Deramus Lake Property Trust, Dated April 21, 1999, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacities as such Trustees and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of Dec, 2017.



Melinda Matthews

Notary Public

My Commission Expires: 11-28-2017

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AFFLIANT:

Elizabeth B King

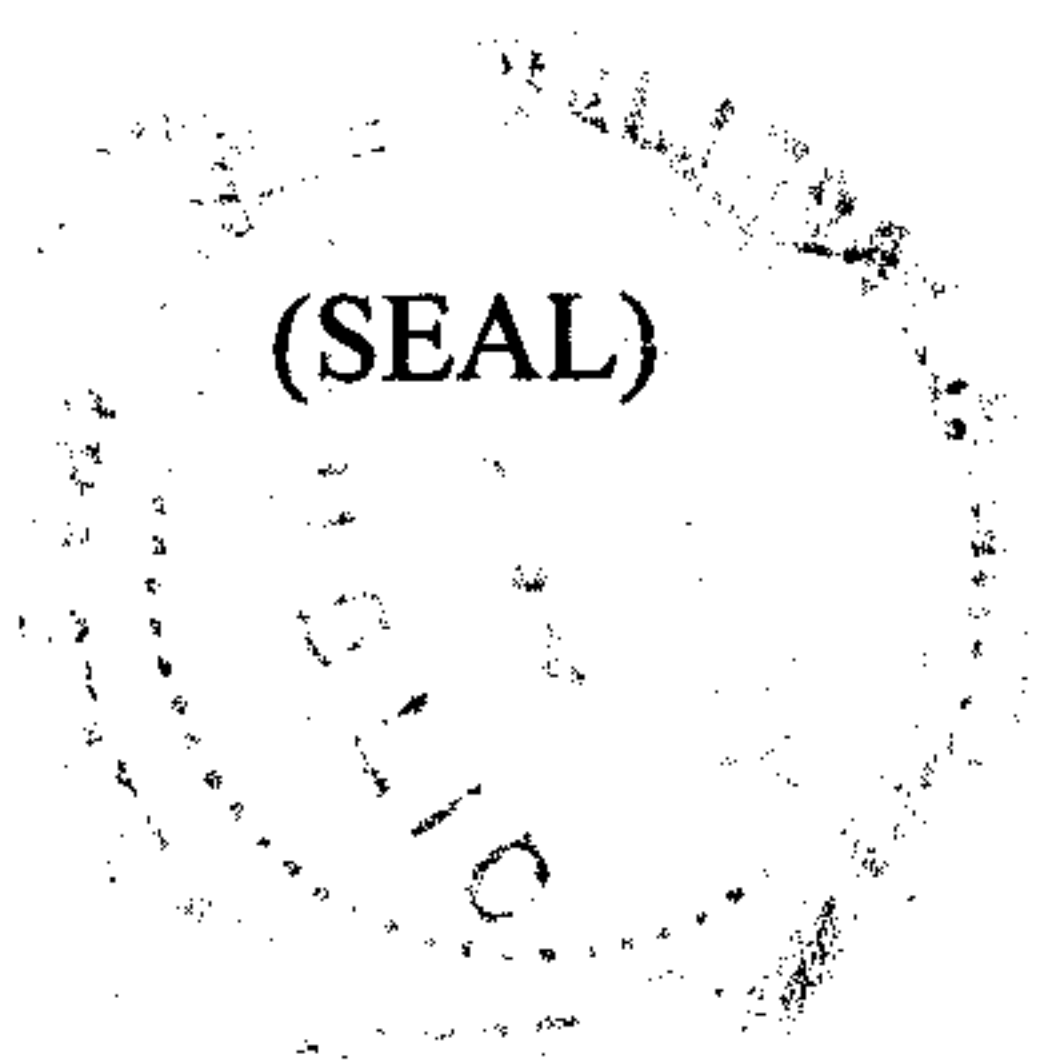
Elizabeth B. King (a/k/a Elizabeth D. King), as
Successor Trustee of the Deramus Lake Property
Trust, Dated April 21, 1999, and as Trustee of the
Trust F/B/O Elizabeth B. King Established Under the
Deramus Lake Property Trust, Dated April 21, 1999

Date: 11/28/17

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)


I, the undersigned, a notary public in and for the State of Alabama at Large, hereby certify that Elizabeth B. King (a/k/a Elizabeth D. King), whose name as Successor Trustee of the Deramus Lake Property Trust, Dated April 21, 1999, and as Trustee of the Trust F/B/O Elizabeth B. King Established Under the Deramus Lake Property Trust, Dated April 21, 1999, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, in her capacities as such Trustees and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of November 2017.



Melinda Mathews
Notary Public
My Commission Expires: 11-28-18

This instrument prepared by:
Melinda M. Mathews, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South (35205)
P.O. Box 55727
Birmingham, Alabama 35255-5727


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STATE OF ALABAMA)
JEFFERSON COUNTY)

DERAMUS LAKE PROPERTY TRUST


THIS AGREEMENT, made and entered into on this the 21st day of April, 1999, by and between GARNET MCADAMS DERAMUS, of the County of Jefferson, State of Alabama (hereinafter sometimes referred to as "Grantor"), and DOROTHY D. BOYD of the County of Jefferson, State of Alabama (hereinafter sometimes referred to as the "Trustee"), as follows:

WITNESSETH:

WHEREAS, the Grantor desires to grant, out of her present holdings and property, and create therewith a trust, or several trusts, which shall be for the benefit of her daughter, Dorothy D. Boyd and her daughter's lineal descendants; and

WHEREAS, the said Trustee hereinabove named has agreed to accept said trusteeship, and all interest and property which may come to it by reason of this Agreement, for the benefit and use of said beneficiaries, all in accordance with the provisions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, it is hereby understood and agreed by and between the parties hereto as follows:


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II

DUTIES AND POWERS

In the management and control of any trust created herein, the Trustee, in its sole judgment and discretion, may do and have done with respect to each trust estate, all things which, in the judgment and discretion of the Trustee, may seem necessary, desirable and proper to promote, protect and conserve the interests of the trust estate, and of the beneficiaries thereof, in like manner as if the Trustee were entitled to said property beneficially, and every determination of the Trustee in the construction of the powers conferred upon the Trustee or in any manner committed to the discretion of the Trustee, or with respect to which the Trustee may be empowered to act hereunder, whether made upon a question formally or actually raised or implied in relation of the premises, shall be binding upon all persons interested in the trust and shall not be objected to or questioned on any grounds whatsoever. Without in anyway limiting the generality of the foregoing, but solely in order to define with particularity certain of the powers herein vested in the Trustee, the Trustee shall have and may in its judgment and discretion, and except as specifically hereinafter provided, without notice to anyone or order of court, exercise, among others, the following powers, to be broadly construed with reference to each trust estate and each share thereof:

1. To sell, exchange, transfer or convey, either before or after option granted, all or any part of said trust estate upon such terms and conditions as it sees fit, to invest and reinvest said trust estate and the proceeds of sale or disposal of any portion thereof in such loans, stocks, bonds or other securities, mortgages, shares of investment companies or investment securities of management-type investment companies such as mutual funds, or other property, real or personal, whether so-called "legal" investments of trust funds or not, as to it may seem suitable, and to change investments and to make new investments from time to time as to it may seem necessary or desirable. The Trustee may delegate all or any part of the above powers to such investment counselors, consultants or managers as it deems appropriate.

2. To improve, repair, lease, rent for improvement or otherwise, for a term beyond the possible termination of this trust, or for any less term, either with or without option of purchase, and to let, exchange, release, partition, vacate, dedicate, or adjust the boundaries of, real estate constituting a part of said trust estate.

3. To borrow money for such time and upon such terms as it sees fit, without security or on mortgage of any real estate or upon pledge of any personal property held by it hereunder, and to execute mortgages or pledge agreements therefor.

4. To hold any property or securities received by it as a part of said trust estate, including any stock or obligations of any corporate Trustee serving hereunder from time to time, or of any holding company or similar corporation which owns stock of such corporate Trustee, so long as it shall consider the retention thereof in the best interests of said trust estate, irrespective of whether such property or securities are a so-called "legal" investment of trust funds, without liability for depreciation or loss through error of judgment, and in disposing of any property constituting a part of said trust estate, to acquire other property which is not a so-called "legal" investment of trust funds, including any stock or obligations of any corporate Trustee serving hereunder from time to time, or of any holding company or similar corporation which owns stock of such corporate Trustee, where such course is, in its opinion, in the best interests of said trust estate.

5. To determine whether any money or property coming into its hands shall be treated as a part of the principal of said trust estate or a part of the income therefrom, to apportion between such principal and income any loss or expenditure in connection with said trust estate as to it may seem just and equitable, and to set up reserves out of income to meet such items of depreciation, obsolescence, future repairs or amortization of indebtedness deemed by the Trustee to be a proper charge against income. By way of clarification and not in limitation of the Trustee's power to apportion expenditures between income and principal, the Trustee may, in its discretion, apportion administration expenses to income. All death benefits which shall become payable under any qualified pension or profit sharing plan including a plan for self-employed individuals and owner-employees in which Grantor may be a participant shall be allocated to principal under the terms and provisions of this Trust Agreement. In those instances in which a beneficiary hereunder is serving as sole Trustee, income and principal shall be apportioned in accordance with the terms and provisions of the Income and Principal Act of the State of Alabama.

6. To keep any property constituting a part of said trust estate properly insured against fire and tornado, and other hazards, to pay all taxes or assessments, mortgages, or other liens now or hereafter resting upon said property, and generally, to pay all of the expenses of the trust incurred in the exercise of the powers herein vested in it which, in its judgment, may be proper or necessary.

7. To make divisions and distributions hereunder provided for either in cash or in kind, or partly in cash and partly in kind, and for that purpose to determine the values thereof, and to determine the identity of persons entitled to take hereunder.

8. To hold any or all securities or other property in bearer form, in the name of the Trustee or in the name of some other person, partnership or corporation without disclosing any fiduciary relationship.

9. To vote in person or by proxy upon all stock held by it, to unite with other owners of similar property in carrying out any plan for the reorganization of any corporation or company whose securities form a portion of the trust estate, to exchange the securities of any corporation for other securities upon such terms as it shall deem proper, to assent to the consolidation, merger, dissolution or reorganization of any such corporation, to lease the property or any portion thereof of such corporation to any other corporation, to pay all assessments, expenses and sums of money as it may deem expedient for the protection of the interest of the trust estate as the holder of such stocks, bonds or other securities, and generally, to exercise, in respect to all securities held by it, the same rights and powers as are or may be exercised by persons owning similar property in their own right; provided, however, that if, at any time a corporate Trustee is serving hereunder, it shall purchase or retain stock or obligations of itself or of any holding company, or similar corporation which owns stock of such corporate Trustee, then in the election of directors and other matters in which said corporate Trustee is prohibited from voting its own stock or stock of any holding company or similar corporation which owns stock of a corporate Trustee, such stock shall be voted by the eldest adult beneficiary hereunder.

10. To institute and defend any and all suits or legal proceedings relating to the said trust estate in any court, and to employ counsel and to compromise or submit to arbitration all matters of dispute in which said trust estate may be involved, as, in its judgment may be necessary or proper.

11. At any time or from time to time, to advance money to the trust estate from its funds for any purpose or purposes of the trust, and may reimburse itself for the money advanced and interest thereon from the trust property, or from any funds belonging to the trust thereafter coming into its custody from any source.

12. To pay, from and out of the income of the trust property, any and all expenses reasonably necessary for the administration of the trusts, including interest, taxes, insurance, including public liability insurance, and compensation to the Trustee, as well as any other expense incurred for the benefit of the trust estate, and in the event the income from the trust property is insufficient for the purpose of paying such expenses, to pay the same from the corpus of the trust estate.

13. To execute and deliver any and all contracts, conveyances, transfers or other instruments, and to do any acts necessary or desirable in the execution of the powers herein vested in it.

14. To pay, upon the death of any beneficiary hereunder who is, at the time of his or her death, entitled to any income from the trust estate, the funeral and burial expenses of the last illness of any such beneficiary, from the corpus or principal share from which a portion of the income derived has been payable to any such beneficiary.

15. The Trustee, other than Grantor's spouse, may make loans, secured or unsecured, at any interest rate, to any person, without responsibility or liability for any loss resulting to the trust estate from any such loan. If Grantor's spouse is serving as a Trustee, the Trustee may make loans, secured or unsecured, at any interest rate, to any person other than Grantor or Grantor's spouse, without responsibility or liability for any loss resulting to the trust estate from any such loan.

16. In the event said trust estate owns an interest in the shares of stock of any closely-held family corporation, and the persons named herein as Trustee shall be or shall become affiliated with any such closely-held corporation, serving as employees, officers or directors thereof, Grantor directs that such persons so serving as Trustee of said trust estate shall not be disqualified from employment by any such family corporation or its successor, or the continued employment by said persons for either the same or greater compensation as determined from time to time by the board of directors in office. In the circumstances described in this subsection, said persons so serving as Trustee of said trust estate shall be exonerated from any claim or demand arising from the fact that they may be receiving or have received compensation for serving as a director, officer and/or employee when serving as Trustee or successor Trustee.


17. So long as any individual is acting as Trustee hereunder, the Trustee shall not have and may not exercise any power which if held or exercised would require taxation of the income of the trust to the Grantor under Subchapter J of the Internal Revenue Code.

18. To buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Trustees.

19. To enter into a partnership agreement or arrangement with others, or accept the assignment of, or otherwise acquire, hold and dispose of an interest in a partnership, continue the operation of any such partnership, and in doing so to use in such partnership any part or all of any trust estate owning such partnership, and to become either a general or limited partner. In any such case, as to creditors of or claimants against such partnership and as to the other members of such partnership, liability, if any, of the Trustee for the debts and other liabilities of the partnership shall be limited to the assets of any trust estate owning such partnership interest, or so much thereof as may be necessary to discharge such debts and liabilities, but no personal liability shall attach to the Trustee, or to the beneficiaries of any such trust estate.

20. To appoint and remove one or more ancillary Trustees in any jurisdiction where the Trustee is unable to serve and to pay them reasonable compensation (as determined by the Trustee making the appointment) as an administration expense, and such ancillary Trustee shall serve without bond or other security and shall have all the powers and authority conferred by this instrument on the Trustee.

21. To change the situs of any trust created under this instrument by written document signed and acknowledged by the Trustee; and, in connection with any such change and without any need to obtain the approval of any court, to elect that such trust shall be subject to the jurisdiction of, and to move the assets of such trust to, the state, country or place of the new situs; and, if such election is made, such trust shall be administered and the validity and effect of the provisions of this instrument applicable to such trust shall be determined in accordance with the laws of such jurisdiction.



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VIII

SUCCESSOR TRUSTEE

1. Prior to the death of Grantor: In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of Dorothy D. Boyd, then Frank E. Boyd, III and Elizabeth D. King shall serve and act as Trustee of the trusts created in this Trust Agreement. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of either Frank E. Boyd, III or Elizabeth D. King, then Grantor directs that the other or the survivor of them shall serve and act as Trustee of the trusts created in this Trust Agreement.

2. Following the death of Grantor: Each of Grantor's grandchildren, Frank E. Boyd, III, and Elizabeth D. King shall serve as Trustee of his or her own share of said trust estate. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of either of Grantor's said grandchildren, then Grantor's other said grandchild shall serve and act as Trustee for all trusts created for the benefit of his or her sibling and the lineal descendants of his or her sibling.


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IX

TRUST IRREVOCABLE

Grantor specifically directs that the trust herein created is irrevocable and that there are no conditions or reservations of power in Grantor to revoke, alter, or amend this Agreement, in whole or in part or to free any or all of the property constituting said trust estate from the terms of said trust.

X

DEFINITION OF TERMS


Where the context so permits, the term "Trustee" and words of reference to the Trustee shall mean any person or entity serving in that capacity without regard to gender or number. The terms "I.R.C." and "Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, the Grantor has set his hand and seal, and the Trustee has caused this instrument to be executed, on the day and year first above written, and their signatures indicate, on the part of the Trustee, its acceptance of the terms of the trusts hereunder.

 (SEAL)
Garnet McAdams Deramus

(GRANTOR)

 (SEAL)
Dorothy D. Boyd
(TRUSTEE)


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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Garnet McAdams Deramus, whose name as Grantor aforesaid is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 21st day of April, 1999.

Reva D. Ramsey
Notary Public
My Commission Expires: 1-7-2001


STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dorothy D. Boyd, whose name is signed to the foregoing instrument as Trustee, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 21st day of April, 1999.

Reva D. Ramsey
Notary Public
My Commission Expires: 1-7-2001

[SEAL]


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