

REAL 524 PAGE 76

2,500.
This instrument prepared by
Manly Yeilding
927 Brown-Marx Building
Birmingham, Alabama

STATE OF ALABAMA,)
JEFFERSON COUNTY.)

2993

\$1,000.00

LYNN TRUST AGREEMENT

This Trust Agreement is made between LOUIE REESE, III (herein-
after called "Grantor") and ALICE LINDSAY NATHAN REESE (hereinafter called
"Trustee"), to be known as Lynn Trust Agreement.

1. Trust property. The Grantor hereby transfers and delivers
to the Trustee the property described in Schedule A attached hereto and
made a part hereof, and the Trustee agrees to hold such property, and
all additions thereto and the income therefrom, upon the terms and con-
ditions hereinafter set forth. Additional property may from time to
time be transferred by the Grantor or by any other person or persons
to the Trustee, with her consent, and such property shall become a part
of the trust property and shall be held, managed, invested, and rein-
vested, and disposed of on the same terms and conditions as the property
described in Schedule A.

2. Dispositive provisions. The Trustee shall hold, manage,
invest, and reinvest the trust property for the sole benefit of Lynn
McCarty Reese, daughter of the Grantor, upon the following terms:

(a) The Trustee may distribute to, or apply for the benefit
of, Lynn, until she attains the age of twenty-one years, so much of the
income and principal, at such time or times and in such amounts and manner,
as the Trustee, in her sole discretion, shall determine. Any amount
which the Trustee shall determine not to use may be accumulated as income
or may be added to the principal, as the Trustee shall deem best.

(b) When Lynn attains the age of 21 years this trust shall
terminate, and the entire trust property then remaining shall be paid
over and distributed to her, free and discharged of all trust.

(c) Notwithstanding the provisions of subparagraph (b) of
this paragraph, if within 30 days after she attains the age of 21 years,

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Price 20.

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Lynn shall, in writing, request the Trustee to do so, the Trustee shall continue the trust until Lynn attains the age of 25 years. In such event, the trust income earned after Lynn attains the age of 21 years shall be paid to Lynn at least annually and when Lynn attains the age of 25 years this trust shall terminate and the entire trust property remaining shall be paid over and distributed to her, free and discharged of all trust.

(d) Should Lynn die before attaining the age of 21 years (or the age of 25 years if this trust is extended pursuant to the provisions of subparagraph (c) of this paragraph) this trust shall terminate, and the entire trust property then remaining shall be paid over and distributed to such person, persons, or corporations, including Lynn's own estate, and in such shares, and in such manner as Lynn may appoint by her last will, provided this power of appointment is specifically referred to by the terms of such will.

(e) Should Lynn die before attaining the age of 21 years (or the age of 25 years if this trust is extended pursuant to the provisions of subparagraph (c) of this paragraph) and without validly exercising the general testamentary power of appointment referred to in subparagraph (d) of this paragraph, and leaving children, then this trust shall terminate and the entire trust property then remaining shall be paid over and distributed to her then surviving children in equal shares per stirpes.

(f) Should Lynn die before attaining the age of 21 years, (or the age of 25 years if this trust is extended pursuant to the provisions of this paragraph) and without validly exercising the general testamentary power of appointment referred to in subparagraph (d) of this paragraph, and without leaving children, then this trust shall terminate and the entire trust property then remaining shall be paid over and distributed to the then surviving issue of the Grantor in equal shares per stirpes.

(g) If any beneficiary shall not have reached his or her 21st birthday at the time the corpus of any trust is required to be distributed

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to him or her under the above provisions, the share of such beneficiary shall be retained in trust by the Trustee until he or she reaches such birthday. During such time, the Trustee shall pay to such beneficiary or expend on his or her behalf, so much of the net income derived from that particular fund as the Trustee may deem advisable to provide properly for the maintenance, education, welfare and comfort of such issue and may incorporate any income not so disbursed into the principal of the fund. When each such beneficiary shall reach his or her 21st birthday, the trust shall terminate as to such beneficiary and the Trustee shall distribute his or her fund to such beneficiary in fee.

3. Trustee's powers. In extension and not in limitation of the powers given her by law or other provisions of this trust agreement, the Trustee hereunder shall have the following powers with respect to this trust and the trust property, in each case to be exercised from time to time, in her discretion and without order of court, primarily in the interest of the beneficiaries:

(a) To retain indefinitely any investments and to invest and reinvest in stocks, shares, and obligations of corporations, or unincorporated associations, or trusts and of investment companies, or in a common trust fund, without giving notice to any beneficiary, or in any other kind of personal or real property, notwithstanding the fact that any or all of the investments made or retained are of a character or size which but for this express authority would not be considered proper for trustees.

(b) To retain and operate any business held in this trust, and to do all things necessary or convenient to that end.

(c) To sell, to exchange, to lease, and to make contracts concerning real or personal property for such considerations and upon such terms as to credit or otherwise as the Trustee considers advisable, which leases and contracts may extend beyond the term of this trust; to give options therefor; and to execute deeds, transfers, leases, and other instruments of any kind.

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(d) To hold bonds, shares, or other securities in bearer form, or in the name of the Trustee, or in the name of a nominee, without indication of any fiduciary capacity.

(e) To give general or special proxies or powers of attorney for voting or acting in respect of shares or securities, which may be discretionary and with power of substitution; to deposit shares or securities with, or transfer them to, protective committees or similar bodies; and to join in any reorganization and to pay assessments or subscriptions called for in connection with shares or securities held by them.

(f) To improve or develop real estate; to construct, alter, or repair buildings or structures on real estate; to settle boundary lines and easements and other rights with respect to real estate; and to partition and to join with co-owners and others in dealing with real estate in any way.

(g) To employ brokers, agents, and attorneys.

(h) To determine all questions as between income and principal and to credit or charge to income or principal or to apportion between them any receipt or gain and any charge, disbursement, or loss as is deemed advisable in the circumstances of each case as it arises.

(i) When dividing or distributing any trust property or paying trust principal, to make such payment, division or distribution wholly or partly in kind by allotting and transferring specific securities or other personal or real property or undivided interests therein as a part of the whole of any one or more shares or payments, at current values.

(j) To keep any or all of the trust property in any place or places in the United States or abroad or with a depository or custodian at such place or places.

(k) To borrow money (from herself individually or from others) upon such terms and conditions as she may determine and to mortgage and pledge trust assets as security for the repayment thereof.

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(1) 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, and in so doing to become a general or a limited partner and in any such case the liability of the trustee for the debts and other liabilities of the partnership, whether ex contractu or ex delicto or otherwise shall be limited to the assets of the trust, or so much thereof as may be necessary to discharge such debts and liabilities, and no personal liability shall attach to the trustee or to the beneficial owners of the assets of the trust.

(m) To hold two or more trusts or other funds in one or more consolidated funds, in which the separate trusts or funds shall have undivided interests.

4. Limitations on powers. Notwithstanding the provisions of paragraph 3, none of the powers enumerated therein nor any power accorded to a trustee generally pursuant to law shall be construed to enable the Grantor, or the Trustee, or any other person to purchase, exchange, or otherwise deal with or dispose of the principal or income of this trust for less than an adequate or full consideration in money or money's worth, or to enable the Grantor or the Trustee to borrow the principal of this trust, directly or indirectly, without interest or security. No person, other than the Trustee, shall have or exercise the power to vote or direct the voting of any stock or other securities of this trust, to control the investment of this trust either by directing investments or reinvestments or by vetoing proposed investments or reinvestments, or to reacquire or exchange any property of this trust by substituting other property of an equivalent value.

5. Provisions regarding trustee. In addition to other provisions applicable to trustees generally, the following provisions shall apply to the Trustee:

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(a) No bond or surety shall be required of the Trustee or of any successor trustee who shall serve hereunder.

(b) The Trustee or any successor trustee may resign by an instrument in writing.

(c) The Trustee or any successor trustee may appoint any person, firm, or corporation, other than the Grantor or any firm or corporation in which the Grantor has an interest, as successor trustee.

(d) In the event of the resignation, death, or incapacity of the Trustee or successor trustee and the failure to appoint a successor trustee, Louie Reese, Jr., shall act as successor Trustee, and in the event of his failure to serve, The First National Bank of Birmingham shall act as successor trustee.

(e) Any successor trustee shall have and may exercise all the rights, powers, duties, and discretions conferred or imposed on the Trustee.

(f) No one dealing with any trustee need inquire concerning the validity of anything such trustee purports to do or see to the application of any money paid or property transferred to or upon the order of such Trustee.

(g) No successor trustee shall be obliged to examine the accounts and actions of any previous trustee.

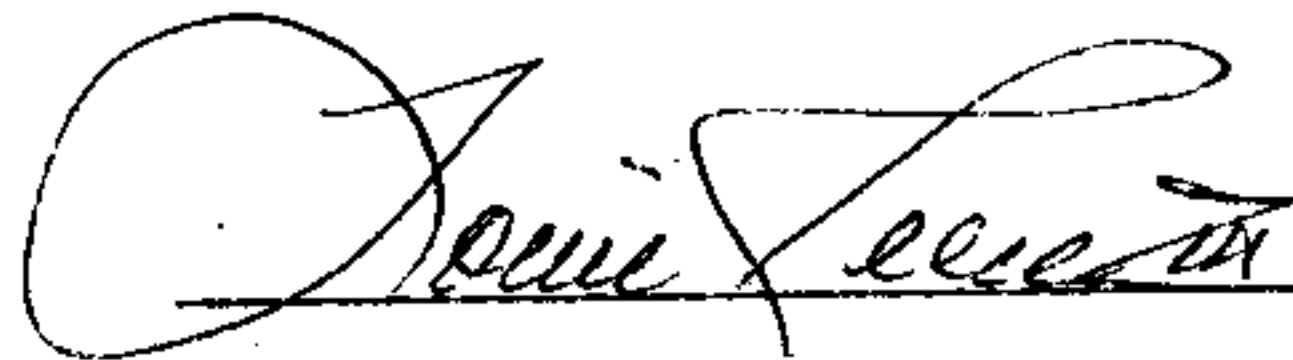
6. Irrevocability. This trust is irrevocable and the Grantor shall have no right whatsoever to alter, amend, revoke, or terminate this trust, in whole or in part. By this trust agreement the Grantor intends to and does hereby relinquish absolutely all possession or enjoyment of, or the right to the income from, the trust property, and all right to designate the persons who shall possess or enjoy the trust property, or the income therefrom; and the Grantor shall have the right at any time to release, renounce, or disclaim any interest whatsoever which might be construed to defeat such intention. Neither the creation of

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this trust nor any distribution of income or principal hereof shall be deemed or considered to discharge or relieve the Grantor from his obligation to support any dependent of his.

IN WITNESS WHEREOF, the Grantor and the Trustee have signed, sealed, and acknowledged this trust agreement in duplicate this 1st day of June, 1967.

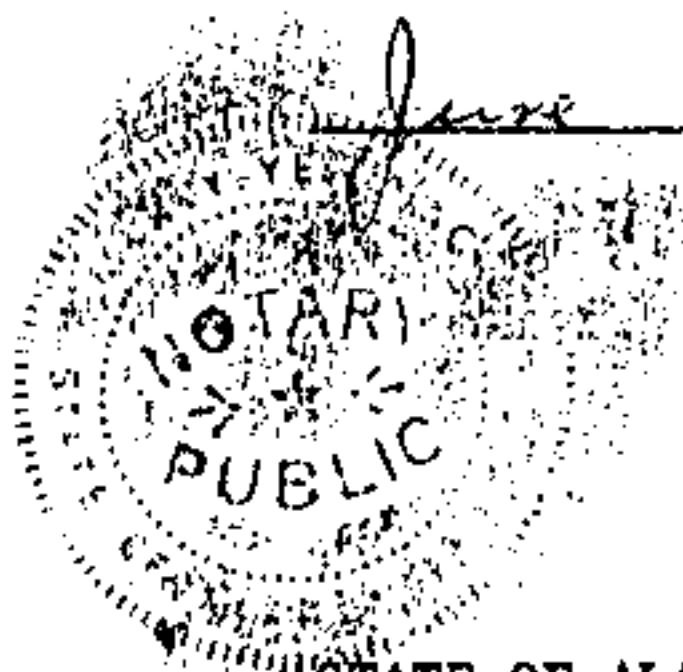
 (SEAL)

Alice Lindsay Nathan Rees (SEAL)

STATE OF ALABAMA,)
JEFFERSON COUNTY.)

I, Marilyn J. Gilling, a Notary Public in and for said County, in said State, hereby certify that Louie Reese, III, whose name 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 official seal, this the 1st day of June, 1967.

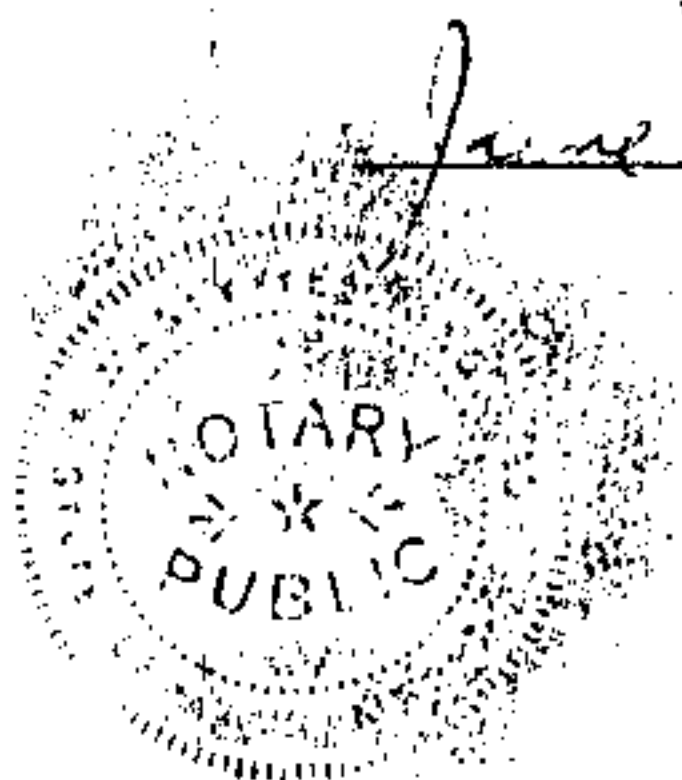


Marilyn J. Gilling
Notary Public

STATE OF ALABAMA,)
JEFFERSON COUNTY.)

I, Marilyn J. Gilling, a Notary Public in and for said County, in said State, hereby certify that Alice Lindsay Nathan Reese, whose name is signed to the foregoing, 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 official seal, this the 1st day of June, 1967.



Marilyn J. Gilling
Notary Public

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SCHEDULE A

An undivided 1/48th partnership interest in and to NORMAN BUILDING COMPANY, a partnership, as evidenced by a partnership agreement dated the 6th day of February, 1958, as amended the 1st day of January, 1957, and as further amended by instrument executed simultaneously herewith dated the 1st day of June, 1967.

6-1-67
A.L.R.
J.R.

1. Deed Tax	\$ 1.00
2. ...	22.50
3. ...	3.00
4. ...	
5. ...	1.00
6. ...	
Total	\$ 27.50

STATE OF ALA. SHERIFF
I CERTIFY THIS
INSTRUMENT WAS FILED

89 OCT -9 PM 12: 03

William W. Shoups, Jr.
JUDGE OF PROBATE

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

REAL 524 PAGE 76
MAY 12 11 17 AM '69

RECEIVED
2.50
4.45
6.95
DEED TAX
ON THIS INSTRUMENT

James M. ...
JUDGE OF PROBATE

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