

STATE OF ALABAMA)
SHELBY COUNTY)

Inst # 2000-36960
10/24/2000-36960
10:56 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
031 MNB 101.00

AUSTIN M. LITTLETON FAMILY TRUST

THIS AGREEMENT, made and entered into on this the 20th day of OCTOBER, 2000, by and between AUSTIN M. LITTLETON, of the City of Helena, State of Alabama (hereinafter sometimes referred to as "Grantor"), and CHARLES STANLEY LITTLETON and THOMAS GYLE LITTLETON, both of the City of Helena, State of Alabama (hereinafter sometimes referred to as the "Trustee), as follows:

WITNESSETH:

WHEREAS, the Grantor desires to grant, out of his present holdings and property, and create therewith a trust, or several trusts, which shall be for the benefit of his sons, David Bruce Littleton, Charles Stanley Littleton and Thomas Gyle Littleton; 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:

GRANT OF TRUST

The said Grantor does hereby grant, assign, set over, transfer and deliver to the Trustee, its successors and assigns, the property listed on Exhibit "A" attached hereto. Said trust property shall be held by said Trustee, both as to the interest, income and profits to be received therefrom, and/or from the investment or reinvestment of said

principal, interest, income or profits, as follows: The Trustee shall hold the trust property herein transferred, and such additional property as may be hereafter acquired by the Trustee under the terms and provisions of this trust, for the use and benefit of Grantor's sons, David Bruce Littleton, Charles Stanley Littleton and Thomas Gyle Littleton, as is more specifically set out herein.

TO HAVE AND TO HOLD, all and singular, the above-described property and the interest, income and profits thereof, unto the said Trustee, its successors and assigns, for the following uses and purposes, and subject to the terms, conditions, powers and agreements hereinafter specified, namely:

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 anywise 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 judgement 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:

- a) 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, 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.

- b) 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.
- c) 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.
- d) 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.
- e) 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. 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.

- f) To keep any property constituting a part of the 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.
- g) 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.
- h) 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.
- i) 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.

- j) 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 judgement may be necessary or proper.
- k) 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.
- l) 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.
- m) 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.
- n) To purchase insurance and to pay premiums on the life of any beneficiary under the trust.
- o) To 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.

TRUST ESTATE

1. Upon the death of Grantor, the Trustee shall apportion said trust estate into such shares as hereinafter set forth for Grantor's sons, or if any of Grantor's said sons shall have predeceased Grantor, leaving lineal descendants then surviving, then the share of such deceased son shall be apportioned among such lineal descendants in equal shares, per stirpes, under the terms of subsection 4 hereof. Each share apportioned for Grantor's said sons, or the lineal descendants of a deceased son, shall be a separate and distinct trust. Grantor authorizes his Trustee, if it so desires, for the sake of convenience, to refrain from making a physical separation of the assets of these

trusts into separate equal trusts, if such treatment will facilitate the administration of said trusts. Grantor also authorizes his Trustee to mingle and commingle investments, but he wishes it specifically understood that he is creating independent trusts for all purposes. Grantor directs that the Trustee shall apportion said trust estate as follows:

- a) An amount equal to one-third (1/3) of said trust estate for Grantor's son, David Bruce Littleton.
 - b) An amount equal to one-third (1/3) of said trust estate for Grantor's son, Charles Stanley Littleton.
 - c) An amount equal to one-third (1/3) of said trust estate for Grantor's son, Thomas Gyle Littleton.
2. After apportionment, the Trustee shall transfer and pay over to Grantor's sons, Charles Stanley Littleton and Thomas Gyle Littleton, his entire share of said trust estate, free from this trust.
3. The Trustee shall hold the share of Grantor's son, David Bruce Littleton, in trust for him for and during his entire lifetime. During such period, the Trustee shall use and apply, for his support, education and comfort, such part of the net income from his share of said trust estate and of the principal thereof as the Trustee deems necessary or desirable for said purposes.
4. In the event any of Grantor's sons entitled to share in said trust estate under the terms hereof shall die prior to the apportionment or distribution to him of all of his share of said trust estate, leaving any descendants of him then living, then at the time provided for apportionment, or at the death of such son, whichever occurs later, the Trustee shall transfer and pay over to the descendants then living of such deceased son, in equal shares per stirpes, the share of said trust estate apportioned for such deceased son; provided that if any descendant of such deceased son shall not at said time have attained the age of twenty-one (21) years, then, through the share of such descendant in said trust estate shall be deemed then to have vested in him or her, and shall be payable to his or her estate in the event of his or her death prior to attaining the age of twenty-one (21) years, the Trustee shall continue to hold said property in trust for him or her until he or she shall attain the age of twenty-one (21) years, using and applying

for his or her support, education and comfort, such part of the net income or principal from his or her share of said trust as the Trustee deems necessary or desirable for said purpose.

5. In the event any of Grantor's sons entitled to share in said trust estate under the terms hereof shall die prior to the apportionment or distribution to him of all of his share in said trust estate, leaving no descendants of him then living, then at the time provided for apportionment, or at the death of such son, whichever occurs later, the Trustee shall transfer and pay over the share of said trust estate apportioned for such deceased son to such of Grantor's sons, and the descendants of any deceased son of Grantor, as then are living, in equal shares, per stirpes; provided, however, that if any such son or descendant of a deceased son of Grantor shall then have other property held in trust for him or her under any provision of this Trust Agreement, then his or her share in the share of such deceased son shall be added to, merged in and administered and disposed of like such other property so held in trust for him or her.
6. In the event any of Grantor's sons entitled to share in said trust estate under the terms hereof shall die prior to the apportionment or distribution to him of all of his share of said trust estate, leaving no descendants of him, or of Grantor, then living, then at the time provided for apportionment, or at the death of such son, whichever occurs later, the Trustee shall transfer and pay over the share of said trust estate apportioned for such deceased son to such person or persons as would be entitled to inherit the property constituting said share, and in the proportions in which they would be entitled to inherit the same from Grantor under the laws of Alabama then in force had Grantor died at said time a resident of Alabama intestate and owned said property.
7. In the event any of Grantor's sons entitled to share in said trust estate under the terms hereof does not desire, for any reason whatsoever, to take all or any portion of any share to which he shall be entitled, then he may disclaim, in whole or in part, the property described hereinabove by timely filing with the Trustee a qualified disclaimer, as defined in the Internal Revenue Code of 1986, as last amended. In the event of such disclaimer, at such time as said son would otherwise be entitled to share in said trust estate, or at such time as such disclaimer is made, whichever occurs later, the Trustee shall transfer and pay over said property, or the portion thereof to which

the disclaimer applies, to the descendants then living of such son making said disclaimer, in equal shares per stirpes, in accordance with the provisions of section 4 hereinabove, or if none, then such property shall pass to such of Grantor's sons, and the descendants of any deceased son of Grantor as then are living, in equal shares, per stirpes, in accordance with the provisions of section 5 hereinabove.

MISCELLANEOUS PROVISIONS

1. In the distribution of any trust herein created, made in accordance with the terms hereof, the Trustee, in its uncontrolled discretion, may pay over the shares to be distributed either in cash or in property, or partly in cash and partly in property, and at such valuations as to it may seem proper, and the determination of the Trustee of the value of any property for the purpose of distributing any share hereunder shall be final, conclusive and binding upon all parties interested in such distribution.
2. The invalidity of any gift, or any limitation over or interest intended, as to any property or as to any beneficiary shall not be considered materially to disturb the plan of distribution herein created or to affect the validity of any other gift or bequest or limitation over, or interest in, or trust herein given or created.
3. Where Grantor has herein directed that funds shall be used and applied by the Trustee for the benefit of any minor beneficiary, the Trustee may, in its discretion, pay over such sums to the persons having custody of such beneficiary, or to such other person as it may select, including the beneficiary, to be used and applied for the purposes herein directed, and the receipt of such persons shall be full discharge to the Trustee as to any sums so paid.
4. Anything in this Trust Agreement to the contrary notwithstanding, no trust created hereunder shall continue beyond twenty-one (21) years after the death of the last to die of those beneficiaries who are living at the date of this Agreement; and upon the expiration of such period, all trusts shall terminate and the assets thereof shall immediately be distributed outright to those persons entitled, and in the same proportions to which they are entitled to take, under the provisions hereinabove set forth, irrespective of the attained ages of such beneficiaries on such date.

5. The Trustee is specifically authorized and empowered to purchase from the estate of the Grantor any stock, bond, security or other property, real or personal, offered for sale by the Grantor's personal representative, irrespective of whether or not such security or property is eligible for investment by fiduciaries under any statute or law; and the Trustee shall incur no responsibility or liability for any loss resulting to the trust estate from any such purchase or from the retention of any assets so acquired. The Trustee shall also be authorized and empowered to purchase as an investment for the trust estate, any debt, obligation, tax or liability due or owing by Grantor at the time of his death or at any time owing by Grantor's estate. The Trustee is further authorized and empowered to make loans to the estate of the Grantor in such amounts, upon such terms, either without security or on mortgage of any real estate or upon pledge of any personal property held by Grantor's estate, at such rates of interest, as it sees fit, and to execute mortgages or pledge agreements therefor.
6. Upon the death of the Grantor, the proceeds of all insurance policies which are then subject to this Agreement shall be collected by the Trustee as soon as possible thereafter. The Trustee shall have full authority to take any action in regard to the collection that it deems best, and to pay the expense thereof out of the trust estate, but it shall not be required to enter into or maintain any litigation to enforce payment of such policies until it shall have been indemnified to its satisfaction against all expenses and liabilities to which it might, in its judgment, be subjected by any such action on its part. The Trustee shall have full authority to make any compromise or settlement with respect to such policies, or any of them, as it may deem expedient, and to give to the insurance companies, and each of them, all the necessary and proper releases and acquittances in full discharge of all their liabilities under such policies.
7. Any provision in this entire Agreement to the contrary notwithstanding, if, prior to the termination of the trust estates herein created, and while Grantor is still living, any of the beneficiaries who are entitled to share in the trust estates herein created should die, leaving Grantor as one of the heirs, devisees or legatees of such deceased beneficiary, either by will or by operation of law, then Grantor specifically directs that, for the purposes of disposing of any interests in the trust estate of such deceased

beneficiary, Grantor shall not be counted or considered as one of the heirs, devisees or legatees of the beneficiary so dying, Grantor relinquishing, releasing and renouncing any and all such rights herein, and no part of the trust estates herein created for such deceased beneficiary shall ever revert to or revest in Grantor. It is the express intention of Grantor that, under no conceivable circumstances whatever, shall any part of any of the trust estates herein created ever revert to or revest in Grantor by operation of law or otherwise. Grantor hereby renounces, for himself and his estate, any interest, whether vested or contingent, including any reversionary rights or possibility of reverter, in the corpus and income of the trust hereby created, and any power to determine or control, by alteration, amendment, revocation or termination, or otherwise, the beneficial enjoyment of the corpus or income of the trust hereby created.

8. As to the net income which, by any other provision of this trust, may be payable to a beneficiary, he or she shall have no right or power, either directly or indirectly, to anticipate, discharge, mortgage, encumber, assign, pledge, hypothecate, sell or otherwise dispose of all or any part thereof, until the same shall have been actually paid in hand to him or her by the Trustee. Nor shall income, nor the principal or corpus of the trust estate, nor any part thereof, nor any interest in the same, be liable for or to any extent subject to any debts, claims or obligations of any kind or nature whatsoever, or to any legal process in aid thereof, contracted or incurred by or for such beneficiary.

TRUSTEE'S RIGHTS IN INSURANCE POLICIES

The Trustee shall be vested with all right, title and interest in and to the policies of insurance forming any part of the trust estate, and is authorized to exercise all options, benefits, rights, and privileges under such policies, including the rights to collect the cash surrender value, to borrow on such policies, to receive any dividends on such policies, distributions of surplus, or other refunds of a similar nature, to collect payments upon the face amount of such policies, payments by way of endowment, and any other proceeds of such policies, and the insurance companies which have issued such policies are empowered to deal with the Trustee as the absolute assignee and owner thereof. The

Grantor hereby relinquishes all rights and powers in such policies which are not assignable and will, at the request of the Trustee, execute all other instruments reasonably required to effectuate this relinquishment.

ADDITIONS TO TRUST

The Trustee may receive any real or personal property, securities, sums of money or policies of life insurance from the Grantor or any other person or persons for the purposes of this trust.

1. The additions so received shall be immediately added to the trust estate and be held, invested and managed, and the payments therefrom made, in accordance with the provisions hereof. Said additions shall be listed on a schedule and said schedule shall be signed by the donor and Trustee, and attached to and made a part of this Trust Agreement; however, additions made solely for the purpose of paying premiums on insurance held by the Trust, including "indirect additions" for this purpose, shall not have to be listed on the schedule. If any said additions are not listed as directed herein, the Trustee shall keep a list of the premium payment dates which shall be subject to review by the beneficiaries at any time. The decision of the Trustee as to the listing of additions to this trust estate shall be conclusive and binding on all parties to this Trust Agreement.
2. With respect to such additions, or any indirect additions described hereinafter, Grantor hereby grants to David Bruce Littleton, Charles Stanley Littleton and Thomas Gyle Littleton, who are beneficiaries of this trust estate, the noncumulative yearly right to appoint to himself the amount of such addition, or indirect addition, but in no event shall the amount appointed be greater than Ten Thousand Dollars (\$10,000.00) per beneficiary. Such amount shall be payable in cash or other property, including the distribution of insurance policies (or interests therein), immediately upon the receipt by the Trustee of a demand in writing. The amount of such additions, or indirect additions, appointed pursuant to the right to appoint set forth hereinabove, shall be shared proportionately among those beneficiaries exercising their yearly right of appointment under the provisions herein. If any of Grantor's said beneficiaries is a minor at the time of such addition for that year or fails in legal capacity for any

reason, the said beneficiary's legally appointed guardian may make such a demand on behalf of such beneficiary. The property received pursuant to the demands shall be held by the guardian for the benefit and use of the said beneficiary.

3. The Trustee shall notify the beneficiaries in writing, of any additions, including indirect additions, provided, however, that if said additions are made at a time close to year end so that written notice would not give the beneficiaries sufficient time to exercise the right granted herein, the notice shall be transmitted in the means deemed most appropriate by the Trustee to allow the beneficiaries sufficient time to react, but, in any event, written confirmation of said notice shall be given to said beneficiaries as soon as practicable thereafter.
4. The Grantor expressly grants the Trustee the right to use any and all means available to it, including borrowing money, surrendering any policies of insurance for their cash surrender value, borrowing money on said policies, or distributing said insurance policies (or interests therein) to the beneficiaries herein to satisfy any demand made under this provision.
5. If the donor of an addition to this trust, including an indirect addition as defined herein, desires that the addition not be subject to the power of appointment granted in this provision, the donor may so designate in writing presented to the Trustee at or before the date of the gift and said addition will not be subject to the power of appointment granted in this provision.
6. If any proceeds under any pension or profit sharing plan are received by the Trustee, said proceeds shall not be used to pay any estate, inheritance or other tax, any claims or debts, or to satisfy any other obligation of Grantor's estate;

LIABILITY OF TRUSTEE

Grantor specifically releases Trustee and any successor Trustee from any liability under the terms hereof, except for conduct involving gross negligence or fraud. Grantor further releases Trustee and any successor Trustee from the necessity of making bond of any nature or description. Grantor also releases Trustee or any successor Trustee from filing any accounting in any court, but he directs that Trustee or any successor Trustee

shall make available to any interested party records showing all income and disbursements of said trust.

SUCCESSOR TRUSTEE

In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of either of Grantor's sons, Charles Stanley Littleton or Thomas Gyle Littleton, then the other or survivor of them shall serve and act as Trustee of the trusts created in this Trust Agreement, together with all the rights, powers, duties and discretion vested in the original Trustee. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of both Grantor's said sons, then Grantor directs that AmSouth Bank, N.A. (or any corporate successor to its trust business), shall serve and act as Trustee of the trusts created in this Trust Agreement, together with all the rights, powers, duties and discretion vested in the original Trustee.

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.

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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written, and their signatures indicate, on the part of Trustee, its acceptance of the terms of the trusts hereunder.

Austin M. Littleton (SEAL)
Austin M. Littleton

(GRANTOR)

Charles Stanley Littleton (SEAL)
Charles Stanley Littleton

Thomas Gyle Littleton (SEAL)
Thomas Gyle Littleton

(TRUSTEE)

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Austin M. Littleton, 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 20th day of October, 2000.

Helen L. Norris
Notary Public

MY COMMISSION EXPIRES JAN. 8, 2002

My Commission Expires: _____

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas Gyle Littleton, whose name as Trustee 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 20th day of October, 2000.

Helen L. Norris
Notary Public

MY COMMISSION EXPIRES JAN. 8, 2002

My Commission Expires: _____

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles Stanley Littleton, whose name as Trustee 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 20th day of October, 2000.

Helen L. Norris
Notary Public

MY COMMISSION EXPIRES JAN. 8, 2002

My Commission Expires: _____

We, Betty L. Parker and Jill Morris,
hereby sign our names as witnesses to this Agreement and declare that the Grantor, Austin M. Littleton, and also Charles Stanley Littleton and Thomas Gyle Littleton, the Trustees, all of whom were made known to us, executed the Agreement willingly in our presence and we in their presence on this the 20th day of October, 2000.

Betty L. Parker

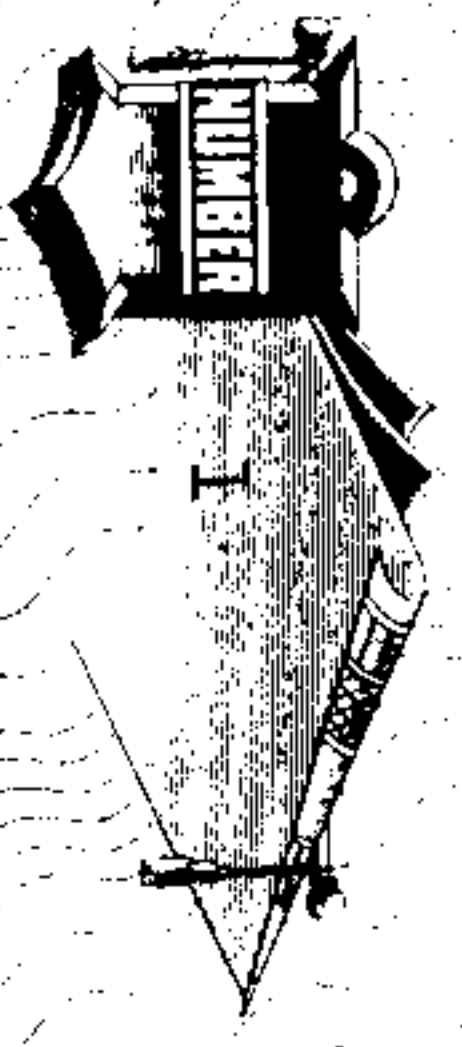
Jill Morris

EXHIBIT A

1. All one hundred sixty (160) shares of the corporate stock issued by Littleton's Market, Incorporated, an Alabama corporation, located in the City of Bessemer, Alabama, owned by the Grantor (the remaining eight (8) shares being owned by the Grantor's sons named in this trust instrument), together with all and singular of the properties, both real and personal, and other assets of the corporation represented by the said 160 shares, copies of which are attached to this Exhibit. The current value of the shares of said corporation as determined by the Revenue Department of the State of Alabama is \$ 215,238.40, or \$ 1345.24 per share.
2. In addition to the foregoing shares of stock, the Grantor also conveys to the Trustee hereinabove named, the real property described in that certain warranty deed dated January 30, 1976, and recorded on July 2, 1976, Book 299, page 601, in the Probate Office of Shelby County, wherein the Grantor is the sole grantee named in said deed which conveys a total of 55 acres, with a 16-acre lake, three (3) dwelling houses, and supporting buildings and barns being located thereon. A copy of said deed is attached to this Exhibit. The current market value of said realty is \$ 645,800.00, as determined by the Board of Equalization of Shelby County, Alabama.
3. In addition to the foregoing conveyances, the Grantor also conveys to the said Trustee the forty (40) acres, more or less, acquired by the Grantor of this Trust by that certain warranty deed dated February 2, 1983, and recorded on May 19, 1983, in Book 347, page 266, in the Probate Office of Shelby County, Alabama. A copy of said deed is attached to this Exhibit. In addition to the foregoing conveyances, the Grantor also conveys to the said Trustee the 4.27 acres described in that certain deed dated December 17, 1982, and recorded on May 19, 1983, in Book 347, page 264, in the Probate Office of Shelby County, Alabama. A copy of said deed is attached to this Exhibit. The current market value of said realty is \$ 188,900.00, as determined by the Board of Equalization of Shelby County, Alabama.
4. In addition to the foregoing conveyances, the Grantor also conveys to the said Trustee the 2.0 acres described in that certain warranty deed dated October 3, 1972, and

recorded on October 3, 1972, in the Probate Office of Shelby County, in Book 276, page 571. In addition to the foregoing conveyances the Grantor also conveys to the said Trustee the 5 acres, more or less, located on Taylor Ferry Road in Jefferson County, Alabama, and described in that certain deed dated May 9, 1974, and recorded on May 15, 1974, in Book 227, page 18, in the Probate Office of Jefferson County, Alabama, Bessemer Division. A copy of said deed is attached to this Exhibit. The current market value of said realty is \$ 44,100.00, as determined by the Board of Equalization of Jefferson County, Alabama. Immediately prior to the date of this trust and the conveyance of the above-described real properties to the Trustee hereinabove named, the said corporation owned the realty located in Jefferson County and described in that certain warranty deed dated August 1, 1975, and recorded in Real 262, page 802, in the Probate Office of Jefferson County Alabama, Bessemer Division, and also the realty described in that certain warranty deed dated April 29, 1988, and recorded on May 4, 1988, in Real 698, page 020, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

INCORPORATED UNDER THE LAWS OF THE
STATE OF ALABAMA



LITTLETON'S MARKET, INCORPORATED
BESSEMER, ALABAMA

COMMON STOCK

This Certifies that

AUSTIN M. LITTLETON

Ninety-Eight

is the owner of
Shares of the Capital Stock of

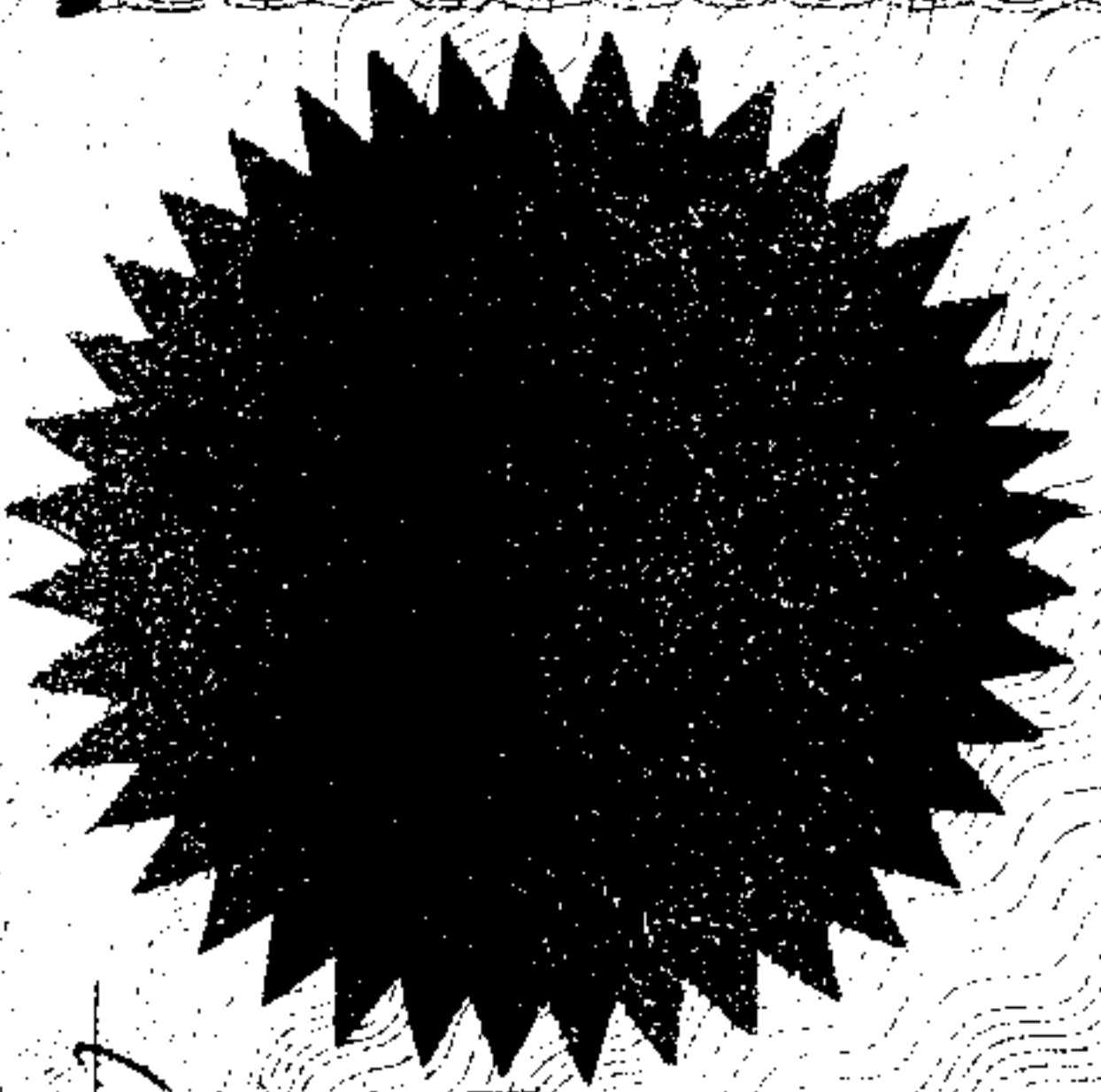
transferrable only on the Books of the Corporation by the
holder hereof or his or his duly authorized attorney, or
any other of this Certificate properly endorsed.

In Witness Whereof the duly authorized officers of this Corporation have hereunto subscribed
their names and caused the corporate Seal to be hereunto affixed at

this 23 day of July A.D. 1974

Walter M. Foster
PRESIDENT

George R. Swanson
SECRETARY



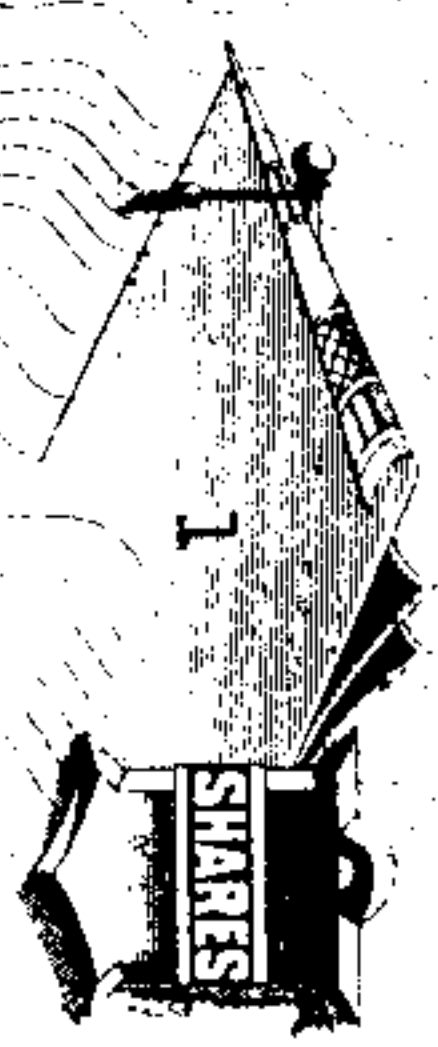
Shares

\$100.00

Each.

INCORPORATED UNDER THE LAWS OF THE

STATE OF ALABAMA



LITTLETON'S MARKET, INCORPORATED
BESSEMER, ALABAMA

COMMON STOCK

This Certifies That

BETTYE R. LITTLETON

One

is the owner of
Shares of the Capital Stock of

transferrable only on the Books of the Corporation by the
holder hereof or person or by duly authorized attorney, or
in order of this Certificate properly endorsed.

In Witness Whereof the duly authorized officers of this Corporation have hereunto subscribed
their names and caused the corporate seal to be hereunto affixed
this 1st day of August A.D. 1960

Arthur H. Littleton
PRESIDENT

Bettye R. Littleton
SECRETARY

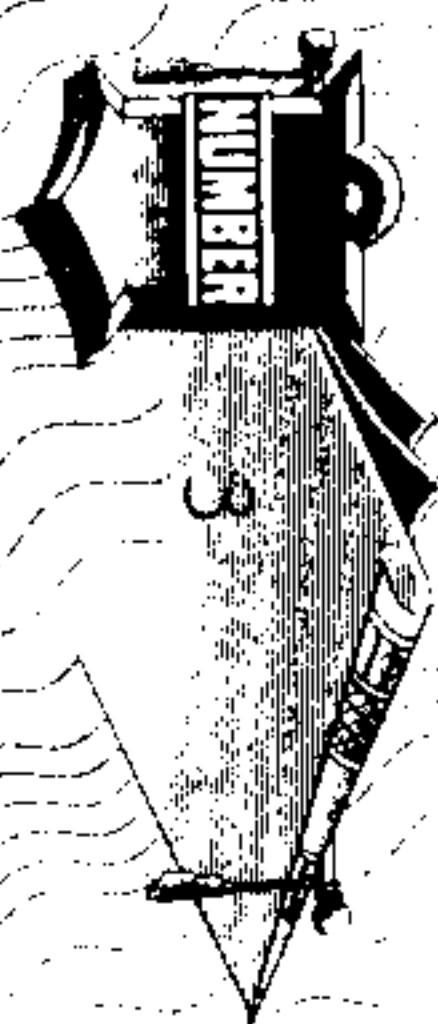
Shares

\$100.00

Each.

INCORPORATED UNDER THE LAWS OF THE

STATE OF ALABAMA



LITTLETON'S MARKET, INCORPORATED
BESSEMER, ALABAMA

COMMON STOCK

Cities Certificate that

PAUL LITTLETON

One

is the owner of
Shares of the Capital Stock of

transferrable only on the Books of the Corporation by the
holder hereof in person or by duly authorized Attorney, on
surrender of this Certificate properly endorsed.

In Witness Whereof the duly authorized officers of this Corporation have hereunto subscribed
their names and caused the corporate Seal to be hereunto affixed

this 23 day of July A.D. 1974

A. W. Pittsley
PRESIDENT

B. D. R. Lincelon
SECRETARY

Shares

\$100.00

Each.

INCORPORATED UNDER THE LAWS OF THE

STATE OF ALABAMA



LITTLETON'S MARKET, INCORPORATED
BESSEMER, ALABAMA

COMMON STOCK

It is Certified That

AUSTIN M. LITTLETON

Thirty-Two

is the owner of

LITTLETON'S MARKET, INCORPORATED

transferable only on the Books of the Corporation by the holder hereof in person or by duly authorized Attorney, on surrender of this Certificate properly endorsed.

In Witness Whereof the duly authorized officers of this Corporation have hereunto set their hands and caused the corporate seal to be hereunto affixed at

this 23 *day of* July *A.D.* 1974

PRESIDENT

SECRETARY

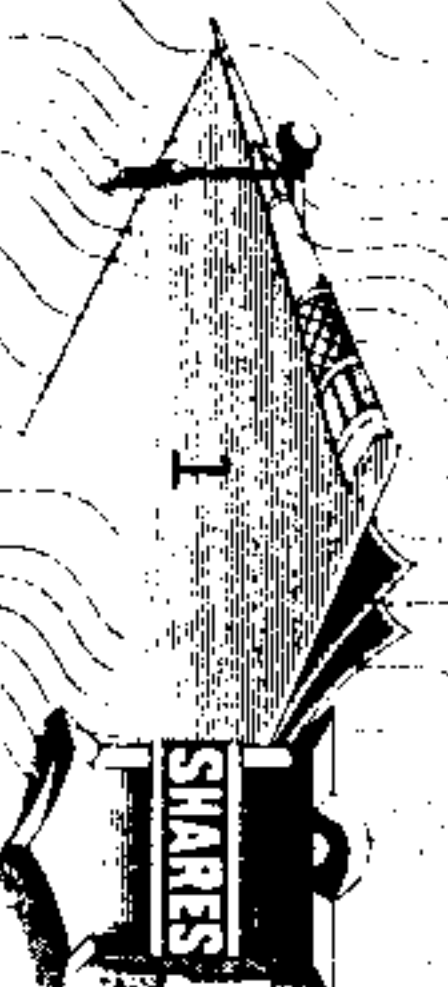
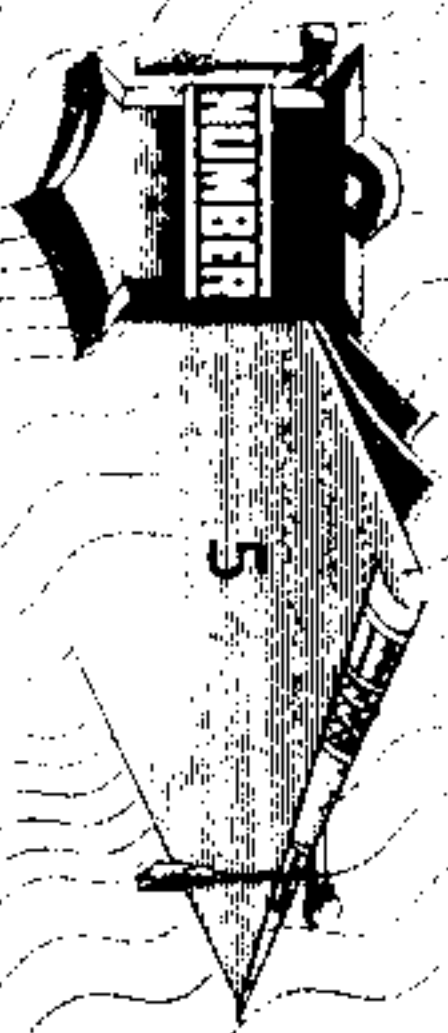
Austin M. Littleton

\$100.00

Each.

Shares

INCORPORATED UNDER THE LAWS OF THE
STATE OF ALABAMA



LITTLETON'S MARKET, INCORPORATED
BESSEMER, ALABAMA

COMMON STOCK

This Certifies That

One

BETTYE R. LITTLETON

is the owner of

Shares of the Capital Stock of

LITTLETON'S MARKET, INCORPORATED

*transferrable only on the Books of the Corporation by the
holder hereof in person or by duly authorized Attorney, on
surrender of this Certificate properly endorsed.*

*In Witness Whereof the duly authorized officers of this Corporation have hereunto subscribed
their names and caused the corporate Seal to be hereunto affixed*

this 23

day of

JULY

A.D. 1974

PRESIDENT

Clayton M. Littleton

SECRETARY

Bettye R. Littleton

Shares

\$100.00

Each.

INCORPORATED UNDER THE LAWS OF THE

STATE OF ALABAMA



LITTLETON'S MARKET, INCORPORATED
BESSEMER, ALABAMA

COMMON STOCK

City Critics Hat

FLORA L. GANDY

One

is the owner of
Shares of the Capital Stock of

LITTLETON'S MARKET, INCORPORATED
transferable only on the books of the Corporation by the
holder hereof in person or by duly authorized attorney, or
surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF the duly authorized officers of this Corporation have hereunto subscribed
their names and caused the corporate seal to be hereunto affixed at
this 23 day of July A.D. 1974

PRESIDENT

Walter H. Littleton

SECRETARY

George R. Littleton

Shares

\$100.00

Each.

INCORPORATED UNDER THE LAWS OF THE
STATE OF ALABAMA



LITTLETON'S MARKET, INCORPORATED
BESSEMER, ALABAMA

COMMON STOCK

The Certifies That

Twenty-Six

AUSTIN M. LITTLETON

is the owner of
Shares of the Capital Stock of

LITTLETON'S MARKET, INCORPORATED

transferred only on the Books of the Corporation by the
holder hereof in person or by duly authorized attorney, on
surrender of this Certificate properly endorsed.

In Witness Whereof the duly authorized officers of this Corporation have hereunto subscribed
their names and caused the corporate seal to be hereunto affixed
this 19 day of November

PRESIDENT

Clinton M. Littleton

SECRETARY

Thos D. Little

\$100.00

Each.

Shares

This instrument was prepared by

(Name) Thomas R. McEniry

(Address) 1721 Fourth Avenue, Bessemer, Alabama 35020

Form 1-1-17 Rev. 1-55

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA

JEFFERSON COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, or we,

A. M. LITTLETON and wife, BETTYE R. LITTLETON

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

A. M. LITTLETON

(herein referred to as grantee, whether one or more), the following described real estate, situated in SHELBY County, Alabama, to-wit:

The Southwest Quarter of the Southeast Quarter of Section 13, Township 20 South, Range 4 West.

ALSO:

All of that portion of the Southeast Quarter of the Southwest Quarter of Section 13, Township 20 South, Range 4 West South of Bamford Road except properties owned by John O. Leemon and M. H. Parker.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1976 JUL -2 AM 8:08

Deed for 1000

Conveyance

JUDGE OF PROBATE

100 JUN 28 1976 BOOK

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEEES their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEEES, their heirs and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands(s) and seal(s), this 30th day of January, 1976.

(Seal)

A. M. LITTLETON (Seal)

(Seal)

Bettye R. Littleton (Seal)
BETTYE R. LITTLETON (Seal)

(Seal)

STATE OF ALABAMA

JEFFERSON COUNTY

General Acknowledgment

I, a Notary Public in and for said County, in said State, hereby certify that A. M. LITTLETON and wife, BETTYE R. LITTLETON whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of January, A. D., 1976

This instrument was prepared by

(Name) Thomas R. McEniry

(Address) 1721 Fourth Avenue, Bessemer, Alabama 35020

Form 1-1-5 Rev. 1-66

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
JEFFERSON

COUNTY

KNOW ALL MEN BY THESE PRESENTS, 48

That in consideration of TWELVE HUNDRED AND NO/100 (\$1200.00) DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,
John Oscar Lemon a/k/a John O. Leemon and wife, Rachel Leemon

(herein referred to as grantors) do grant, bargain, sell and convey unto

A. M. Littleton and wife, Bettie R. Littleton

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor
of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated

in Shelby County, Alabama to-wit:

Commence at the Southwest corner of the Southeast Quarter of the
Southwest Quarter of Sec. 13, Township 20 South, Range 4 West and
run East along the South line of said quarter-quarter section 512.0 feet
to the point of beginning of the parcel herein described; thence continue
east along said south line 435.0 feet; thence turn an angle to the left
of 90° 40' and run northerly 200.30 feet; thence an angle to the left
of 89° 20' and run west parallel with the south line of said quarter-
quarter section 435.0 feet to the west boundary of John O. Leemon property;
thence an angle to the left of 90° 40' and run south 200.30 feet to the
point of beginning; said tract containing 2.0 acres.

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them,
then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent
remainder and right of reversion.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES,
their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances,
unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our)
heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever,
against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 32nd
day of September October, 19 72.

WITNESS:

(Seal)

(Seal)

(Seal)

John Oscar Lemon (Seal)

Rachel Leemon (Seal)

STATE OF ALABAMA
JEFFERSON COUNTY

General Acknowledgment

I, Thomas R. McEniry, a Notary Public in and for said County, in said State,
hereby certify that John O. Leemon and wife, Rachel Leemon
whose name s are signed to the foregoing conveyance, and who are known to me, acknowledged before me
on this day, that, being informed of the contents of the conveyance they executed the same voluntarily
on the day the same bears date.

Given under my hand and official seal this 32nd day of September October A. D., 19 72

Notary Public

3
STATE OF ALABAMA)
SHELBY COUNTY)

829

KNOW ALL MEN BY THESE PRESENTS, that for a good and valuable consideration in hand paid to Champion International Corporation, a New York Corporation, formerly known as U.S. Plywood-Champion Papers, Inc. ("the Grantor"), ✓ by A.M. Littleton ("the Grantee"), the receipt and sufficiency whereof are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee the following described real estate situated in Shelby County, Alabama:

BOOK 347 PAGE 266
The SE 1/4 of the SE 1/4 of Section 13,
Township 20 South, Range 4 West, containing
40 acres, more or less.

LESS AND EXCEPT, however, and reserving unto the Grantor all the oil, gas, coal, iron ore, limestone, sulphur and all other minerals in, under or upon said lands, together with the right to mine and remove the same, and the rents and royalties therefor, and that certain Oil and Gas Lease dated as of August 1, 1981, between the Grantor and The Louisiana Land and Exploration Company.

TO HAVE AND TO HOLD unto the Grantee, his heirs and assigns, forever, subject, however, to the aforesaid Oil and Gas Lease, easements and rights of way of record or in use and the lien for ad valorem taxes for current tax year.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed for and in its name by its duly authorized officer all as of this 2nd day of February, 1983.

CHAMPION INTERNATIONAL CORPORATION

BY

William H. Burchfield
WILLIAM H. BURCHFIELD
Executive Vice President

STATE OF CONNECTICUT)
FAIRFIELD COUNTY)

Cohas

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William H. Burchfield, whose name as Executive Vice President of Champion International Corporation, a New York Corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 2nd day of February, 1983.

Elizabeth P. Silva
NOTARY PUBLIC

(NOTARIAL SEAL)

My Commission Expires: 4/1/87

BOOK 347 PAGE 267

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1983 MAY 19 AM 9:15
Thomas W. Henderson Jr.
REG. OF DEEDS

Deed TAX 6.00
Rec 3.00
Ind 1.00
10.00

STATE OF ALABAMA)

SHELBY COUNTY)

828.

KNOW ALL MEN BY THESE PRESENTS, that for a good and valuable consideration in hand paid to Champion International Corporation, a New York Corporation formerly known as U.S. Plywood-Champion Papers, Inc. ("the Grantor"), by A.M. Littleton ("the Grantee"), the receipt and sufficiency whereof are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee the following described real estate situated in Shelby County, Alabama:

Begin at the Southeast corner of Northeast 1/4 of Southwest 1/4, Section 13, Township 20 South, Range 4 West, which is the true point of beginning, thence South 88° 00' West 658.4 feet to the South right-of-way of a paved road, thence along right-of-way North 47° 00' East 130 feet; North 50° 26' East 301.8 feet, North 53° 44' East 411.0 feet to East line of Northeast of Southwest Section 13, Township 20 South, Range 4 West; thence South 0° 56' East 497.5 feet to the true point of beginning; containing 4.27 acres more or less.

LESS AND EXCEPT, however, and reserving unto the Grantor all the oil, gas, coal, iron ore, limestone, sulphur and all other minerals in, under or upon said lands, together with the right to mine and remove the same, and the rents and royalties therefor, and that certain Oil and Gas Lease dated as of August 1, 1981, between the Grantor and The Louisiana Land and Exploration Company.

TO HAVE AND TO HOLD unto the Grantee, his heirs and assigns, forever, subject, however, to the aforesaid Oil and Gas Lease, easements and rights of way of record or in use and the lien for ad valorem taxes for current tax year.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed for and in its name by its duly authorized officer all as of this 17th day of December, 1982.

CHAMPION INTERNATIONAL CORPORATION

By

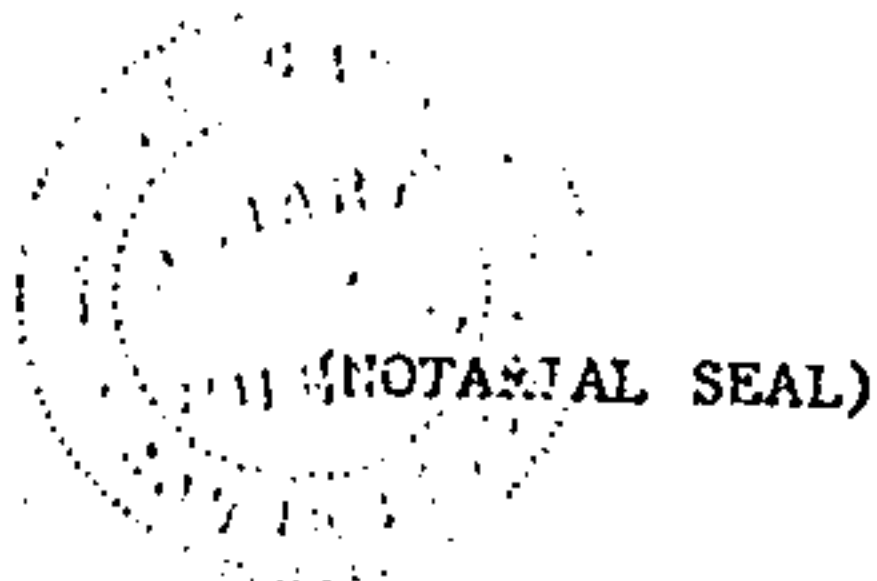
William H. Burchfield
Its Executive Vice President

STATE OF CONNECTICUT)

FAIRFIELD COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that W. H. Beachfield whose name as Executive Vice President of Champion International Corporation, a New York Corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 17th day of December, 1982.



Laurie Cawley
Notary Public

LAURIE CAWLEY
NOTARY PUBLIC
My Commission Expires March 31, 1985

This instrument was prepared by:

J. Robert Fleenor
1400 Park Place Tower
Birmingham, Alabama 35203

BOOK 347 PAGE 265

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1983 MAY 19 AM 9:14

Thomas R. Fleenor
NOTARY PUBLIC

| | |
|----------|-------------|
| Deed TAX | 1.00 |
| Rec | 3.00 |
| Ind | 1.00 |
| | <u>5.00</u> |

227-15

This Instrument Was Prepared by
THOMAS R. MCENIRY
1721 - 4th Avenue, No.
BESSEMER, ALABAMA

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS:

JEFFERSON COUNTY)

That for and in consideration of the sum of ONE DOLLAR (\$1.00)
and correction of title,

in hand paid to the undersigned, the receipt whereof is hereby
acknowledged, the undersigned, Willie R. Acker, a widow, hereby
remises, releases, quit claims, grants, sells, and conveys to
Austin M. Littleton and wife, Betty Jo R. Littleton, all our
right, title, interest and claim in or to the following described
real estate, situated in Jefferson County, Alabama, to-wit:

Part of the South Half of North Half of Section 20, Township 17
South, Range 6 West, situated in Jefferson County, Alabama, more
particularly described as follows:
That part of the East 880 feet of the SW 1/4 of the NW 1/4 of said
section which lies south of the Black Warrior River and that
part of the SE 1/4 of NW 1/4 of said section lying south of the
Black Warrior River together with that part of the SW 1/4 of the
NE 1/4 of said section lying south of the Black Warrior River and
West of the Shoals Branch.
Minerals and mining rights excepted.

ALSO:

That part of the NE 1/4 of SE 1/4, Section 19, Township 17 South,
Range 6 West situated in Jefferson County, Alabama, more particularly
described as follows: Commence at the Southeast corner of the
NE 1/4 of SE 1/4 of Section 19, Township 17 South, Range 6 West,
run thence north along said quarter-quarter section line a distance
of 74.92 feet; thence turn an angle to the left of 91° 23' 15"
and run West a distance of 292.61 feet; thence turn an angle to the
right of 81° 51' 15" and run a distance of 20.3 feet to the point of
beginning of the land herein conveyed; thence continue in same
direction a distance of 884.7 feet; thence turn an angle to the
right of 90° and run a distance of 240 feet; thence turn an angle to
the right of 90° and run a distance of 890.3 feet; thence turn
an angle to the right and run a distance of 240.6 feet to point
of beginning.

TO HAVE AND TO HOLD to said Grantee forever.

Given under my hand and seal this the 9 day of May, 1974.

Willie R. Acker (SEAL)
WILLIE R. ACKER

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said
County, in said State, hereby certify that Willie R. Acker, a widow, whose
name is signed to the foregoing conveyance and who is known to me,
acknowledged before me on this day, that, being informed of the
contents of the conveyance, she executed the same voluntarily
on the day the same bears date.

Given under my hand and official seal this 9 day of
May, 1974.

Annette W. Bynum
NOTARY PUBLIC
My commission expires Jan. 30, 1977

STATE OF ALA. JEFFERSON CO.
RECEIVED & CERTIFIED THIS
227-15
MAY 15 11 49 AM '74

REG. TAX
HAS BEEN
PAID

Inst # 2000-36960

10/24/2000-36960

10:56 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
031 MMB 101.00