

EXHIBIT A

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Shelby Cnty Judge of Probate, AL
09/24/2007 10:23:09AM FILED/CERT

JILL COX BARRON MANAGEMENT TRUST AGREEMENT

AS OF THE 27th day of January, 2003, I, JILL COX BARRON,
the undersigned Grantor and Trustee, hereby enter into this Trust Agreement as follows:

WITNESSETH:

WHEREAS, I desire to grant, out of my present holdings and property, and create therewith
a trust, which shall be for my benefit and for the benefit of my daughter, Julie Elizabeth Traywick; 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 my use and benefit, and as
I direct, all in accordance with the provisions hereinafter set forth; and

WHEREAS, I may hereafter cause certain policies of insurance to be made payable to the
Trustee, and may hereafter desire to make gifts of other property to the Trustee during my lifetime or by
means of provisions in my Last Will and Testament;

NOW, THEREFORE, in consideration of the premises and the love and affection which I
have for the beneficiaries mentioned hereinabove, and of other good and valuable consideration received by
the Trustee, I do hereby direct that the proceeds of said policies of insurance, if any, and any other property,
whether real or personal, received by the Trustee shall be held by it, for the uses and purposes, upon the
terms and conditions, and with the powers and duties hereinafter stated.

CERTIFIED TRUE AND CORRECT COPY OF THE ORIGINAL



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ITEM IX

TRUST REVOCABLE

This trust is hereby created and the interests hereunder are vested subject to the express condition and reservation of power in me at any time and from time to time to alter, amend or modify this Agreement with the consent of the Trustee, to revoke this Agreement, and to withdraw all or any part of the property constituting said trust estate from the terms of this trust, by an instrument in writing signed by me and delivered to the Trustee. The Trustee shall have a reasonable time after receipt of the writing revoking this trust or withdrawing property from this trust in which to deliver the trust property.

ITEM X

TRUSTEE

(a) I shall serve and act as the initial Trustee of the trusts created in this Trust Agreement. In the event of my death, incapacity, inability or unwillingness to serve as Trustee hereunder, then Thomas Cox 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 Thomas Cox, then Donnis F. Cox 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 Donnis F. Cox, then Catherine Pitesa Armstrong shall serve and act as Trustee of the trusts created in this Trust Agreement. My Trustee last serving shall have the right to designate as a successor Trustee any bank or trust company having, at the time of such designation, total resources or assets under management of not less than One Hundred Twenty-Five Million Dollars (\$125,000,000.00), or any one or more individuals. Such designation shall be by a writing signed by my said Trustee, properly notarized and attached to this Trust Agreement.

(b) No successor Trustee shall be personally liable or responsible in any way for any act or failure to act of any predecessor Trustee nor bear any loss or expense from or occasioned by anything

done or omitted by the predecessor Trustee, but such successor Trustee shall be liable only for its own acts and omissions in respect to property actually received as such Trustee. Any successor Trustee shall have all the rights, powers, duties and discretion vested in the original Trustee. With the approval of a majority of adult beneficiaries, or the parent or guardian of any minor or incompetent beneficiary, any Trustee appointed hereunder may accept the account rendered and the assets and property delivered to it by the predecessor Trustee as a full and complete discharge of the predecessor Trustee, and shall incur no liability or responsibility to any beneficiary by reason of so doing, all without necessity of any court proceeding or judicial supervision or approval, regardless of any beneficial, vested or contingent interest of any minor, incompetent or unborn beneficiaries. Upon any such change in the trusteeship, the title to any trust estate shall vest forthwith in any successor Trustee acting pursuant to the foregoing provisions hereof without the necessity of any court order or of any conveyance or transfer of trust assets.

(c) The Trustee, including any individual or corporate Trustee serving hereunder, may resign at any time. The adult beneficiaries and the parents or legal guardians of minor or incompetent beneficiaries then in existence may approve the accounts of any resigning Trustee, and such approval shall be binding upon all persons whomsoever and shall be a full and complete discharge and acquittance of such Trustee.

ITEM XI

DUTIES AND POWERS

The Trustee shall hold and manage said property, and such other property as it may subsequently acquire pursuant to the power and authority herein given to it, with the following powers and authority, all and singular:

(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 the Trustee 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, common trust funds, shares of investment companies or investment securities of

management-type investment companies such as mutual funds, registered mutual funds (including funds for which the trustee, or an affiliate of the trustee, provides investment advisory, custodial or other compensated services), interests in limited liability companies, partnership interests of any kind, currencies, or other property, including partial interests therein, such as life estate, term or remainder interests, real or personal, whether so-called "legal" investments of trust funds or not, as to the Trustee 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.

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

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

(d) To hold any property or securities originally received by Trustee as a part of said trust estate, particularly including any stock or interest in any family corporation, partnership or enterprise, and also 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 the Trustee shall consider the retention thereof in the best interest 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 the opinion of the Trustee, 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. In those instances in which the beneficiary hereunder is serving as sole Trustee, income and principal shall be apportioned in accordance with the terms and provisions of the Alabama Principal and Income Act. The Trustee shall have the power to make adjustments between principal and income, pursuant to the authority and requirements in Section 19-3A-104 of the Code of Alabama 1975.

(f) To keep any property constituting a part of said trust 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 the Trustee which, in the judgment of the Trustee, may be proper or necessary.

(g) To hold any or all securities or other property in bearer form, in the name of the Trustee, or in the name of the nominee of the Trustee, without disclosing any fiduciary relationship.

(h) To exercise the voting rights of interests in any entities owned by the trust, in person or by proxy upon all stocks held by the Trustee, to unite with other owners of similar property in carrying out any plans 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 Trustee 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 Trustee 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 and ownership interests in entities 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.

(i) 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 the judgment of Trustee, may be necessary or proper.

(j) At any time or from time to time, to advance money to the trust estate from funds of the Trustee for any purpose or purposes of the trust, and to reimburse Trustee for the money advanced and interest thereon from the trust property or from any funds belonging to the trust property thereafter coming into the custody of Trustee from any source.

(k) 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.

(l) 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 the Trustee.

(m) In making any division of the trust property into shares for the purpose of any distribution thereof directed or permitted by the provisions of this Trust Agreement, the Trustee may make such division or distribution either in cash or in kind, or partly in cash and partly in kind, as the Trustee shall deem most expedient, and in making any division or distribution in kind, the Trustee may allot any specific security or property, or any undivided interest therein, to any one or more of such beneficiaries, and in such proportions and amounts, without regard to equality of distribution, or federal income tax basis thereof, as it may deem proper, and to that end, may appraise any or all of the property so to be allotted, and the Trustee's judgment as to the propriety of such allotment and as to the relative value and basis for purposes of distribution of the securities or property so allotted, shall be final and conclusive upon all persons interested in this trust or in the division or distribution thereof.

(n) In the event that subsequent to the execution of this Trust Agreement, I should execute a Will by the terms of which substantially all of my assets are given and devised to the Trustee under

the within Trust Agreement, it is my intention that my said Last Will and Testament be interpreted and administered by my Personal Representative and the Trustee under this Trust Agreement in accordance with the Internal Revenue Code. Consequently, I direct that the Trustee of this Trust Agreement shall not be liable to any beneficiary herein for any action taken or not taken, election made or not made, or resulting federal income tax consequences upon the apportionment or distribution in kind or otherwise of any asset of my estate, where the Trustee has exercised good faith and ordinary diligence in the performance of its duties.

(o) In the event said trust estate owns an interest in the shares of stock of any closely-held family corporation, or an interest in a closely-held family limited liability company or partnership, and the persons named herein as Trustee shall be or shall become affiliated with any such closely-held corporation, limited liability company or partnership, serving as employees, managers, general partners, officers or directors thereof, I direct that such persons so serving as Trustee of said trust estate shall not be disqualified from employment by any such family corporation, limited liability company or partnership, 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 paragraph, 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.

(p) 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.

(q) 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.

(r) To enter into a partnership agreement, operating agreement or similar arrangement with others, or accept the assignment of, or otherwise acquire, hold and dispose of an interest in a partnership or limited liability company, continue the operation of any such partnership or limited liability company, and in doing so to use in such partnership or limited liability company, any part or all of any trust estate owning such partnership or limited liability company interest, and to become either a general or limited partner, a manager, or a member. In any such case, as to creditors of or claimants against such partnership or limited liability company, and as to the other members of such partnership or limited liability company, liability, if any, of the Trustee for the debts and other liabilities of the partnership or limited liability company, shall be limited to the assets of any trust estate owning such partnership or limited liability 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.

(s) To redeem any stock held under this Trust Agreement to pay my entire federal estate tax liability or otherwise, pursuant to I.R.C. Section 303.

(t) To buy, sell, or otherwise deal with any split interests, including life interests, interests for a term of years, or remainder interests that may at any time be owned by said trust estate, or in which said trust estate may have an interest. I direct that the decision of the Trustee as to the use of actuarial tables or information in determining the value of any said split interest shall be made at the sole discretion of the Trustee, and be free from any interference, demand or control of any beneficiary, and for the honest exercise of the discretion conferred on it, the Trustee shall be liable to no one.

(u) 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.

(v) 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.

(w) If any income beneficiary, the legal representative of any income beneficiary who is a minor or person otherwise without legal capacity, or the Trustee of any trust created hereunder, shall sign a statement electing Qualified Subchapter S Trust treatment for any trust created hereunder, then the Trustee shall have the power to join the shareholders of any corporation, the stock of which is then held in trust hereunder, in making an election under I.R.C. Section 1362, and the United States Department of Treasury Regulations thereunder, to have such corporation treated as an "S Corporation" for federal income tax purposes. If at any time any trust created hereunder holds stock in a corporation which has elected to be treated for federal income tax purposes as an "S" corporation pursuant to I.R.C. Section 1362 and the Treasury Regulations thereunder, the Trustee shall also have the authority, in its sole and absolute discretion, to make an election for such trust to become an "Electing Small Business Trust" as defined in I.R.C. Section 1361(e).

IN WITNESS WHEREOF, the parties have executed this instrument by affixing their hands and seals in duplicate, on the day and year herein first written.

Cheryl M. Stephens
Witness
Arita M. Ewalt
Witness

Jill Cox Barron (SEAL)
Jill Cox Barron, as Grantor and as Trustee

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Shelby Cnty Judge of Probate, AL
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I, the undersigned authority in and for the State of Alabama at Large, hereby certify that Jill Cox Barron, whose name is signed to the foregoing instrument as Grantor and 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 27th day of January, 2003.

Anna Lynn Callaway
Notary Public
My Commission Expires: 12/23/03

[SEAL]