


**MARJORIE JEANNE OSBORN REVOCABLE LIVING
TRUST DATED AUGUST 8, 2008**

**ARTICLE I
TRANSFER IN TRUST**


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For good and valuable consideration, the Undersigned, Marjorie Jeanne Osborn, of the City of Pelham, and the State of Alabama, hereby transfers and delivers to the Trustees and their successors the property listed in Schedule "A," annexed hereto and incorporated herein by reference, to have and to hold the same, and any cash, securities, or other property which the Trustees may, pursuant to any of the provisions hereof, at any time hereafter hold or acquire, all of such property being hereinafter referred to collectively as the "Trust Estate," for the uses and purposes and upon the terms and conditions herein set forth.

**ARTICLE II
SIGNATURE**

The Undersigned, Marjorie Jeanne Osborn, has signed that name and is known by that whole name, or by a portion thereof only, or by a certain combination of names and the initials thereof. Regardless of what combinations of the name and signature of the Undersigned appear on past, present, or future written documents, the name and signature of the Undersigned, as written below, are intended by the Undersigned and shall be effective to transfer and convey the property listed in said written documents into the above-named Trust.


**ARTICLE III
GOVERNING LAW**

This Agreement shall be construed and regulated by the laws of the State of Alabama.

**ARTICLE IV
NO BOND REQUIRED**

No Trustee named herein need give bond in any jurisdiction. If a fiduciary's bond may not be dispensed with, the Undersigned requests that the bond be accepted without surety and in the lowest amount possible. In the absence of breach of trusts, no Trustee shall ever be required to qualify before, be appointed by, or account to any court, or obtain the order or approval of any court in the exercise of any power or discretion herein given.

ARTICLE V ADDITION TO TRUST



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- A. It is understood that the Undersigned or any other person may grant, and the Trustees may receive as part of this Trust, additional real and personal property, by assignment, transfer, deed, or other conveyance, or by any other means, testamentary or inter vivos, for inclusion in the Trust herein created.
- B. It is specifically the intention of the Undersigned that all real and personal properties now owned by the Undersigned, except insurance policies, unless specifically transferred, are to be a part of this Trust; provided, further, that all future real and personal properties acquired by the Undersigned are to be a part of, or to automatically become a part of, this Trust at the time acquired by the Undersigned.
- C. Any property so received by the Trustee shall become a part of the Trust and shall become subject to the terms of this Agreement.

ARTICLE VI REVOCATION AND AMENDMENT

- A. As long as the Undersigned is alive, the Grantor reserves the right to amend, modify, or revoke this Trust concerning the property contributed to the Trust, in whole or in part, also including the principal and the present or past undisbursed income from such principal. Such revocation shall be by an instrument in writing signed by the Undersigned, and shall be effective upon signing without notice to any successor trustee. After the death of the Undersigned, this Trust Agreement shall continue as an irrevocable Trust and will be administered and distributed as set forth herein.
- B. While this Trust remains revocable, the Undersigned may make such use of the funds or properties of this Trust as the Undersigned may deem prudent, and such use shall be deemed to have been made with the consent and approval of the Trustees as though a formal writing were submitted in accordance with the provisions above.
- C. The interest of the beneficiaries is a present interest which shall continue until this Trust is revoked or Terminated other than by death. As long as this Trust subsists, the Trust properties and all rights and privileges thereunder shall be controlled and exercised by the Trustees named herein.

ARTICLE VII INEFFECTUAL PROVISIONS


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If any provision of this Trust Agreement is unenforceable, the remaining provisions, nevertheless, shall be carried into effect.

ARTICLE VII GENDER

In any provisions of this Trust Agreement, the masculine includes the feminine, and vice versa, and the neuter includes the masculine or feminine, and vice versa. Where applicable, the singular includes the plural and vice versa.

ARTICLE IX PERPETUITIES SAVINGS CLAUSE

In any event, and anything to the contrary herein contained notwithstanding, the Trust created in this Agreement shall terminate upon the day of the expiration of 21 years after the death of the Undersigned and the Undersigned's issue now living in the event this Trust shall not have previously terminated in accordance with the terms hereof.

In the event of the termination of this Trust as provided for herein, the Trustee shall distribute the Trust Estate as it shall then be constituted, together with any net income, to the beneficiaries then entitled to the income from the Trust Estate, in the same proportions in which they are entitled to such income.

ARTICLE X SPENDTHRIFT PROVISION


After any of the Trusts created herein become irrevocable, the interests of each beneficiary in income and principal shall be free from the control or interference of any creditor of such beneficiary, or the spouse of a married beneficiary, or the parent of a child beneficiary, and shall not be subject to attachment or be subject to assignment.

ARTICLE XI PARTIES DEALING WITH TRUSTEES

No purchaser, and no issuer of any stock, bond, or other instrument evidencing a deposit of money or property, or other person dealing with the Trustee hereunder with respect to any property hereunder as purchaser, lessee, party to a contract or lease, or in any other capacity whatsoever, shall be under any obligation whatsoever to see to the disbursing of money paid

to the Trustee or to the due execution of this Trust in any particular, but such persons shall be absolutely free in dealing with the Trustee on the same basis as though the Trustee were the absolute owner of the said property, without any conditions, restrictions, or qualifications whatsoever.

ARTICLE XII DELEGATION OF AUTHORITY



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When the original Trustor or a successor Trustee is unable or unwilling to serve as Trustee under this Trust Agreement due to death, resignation, or incompetence, the successor Trustees in the order of succession set forth in Article XXIII shall serve as Trustees. For all purposes of this Trust, each Trustee shall continue to be deemed mentally competent, unless determined not to be competent by two physicians selected by the Co-Trustee or the successor Trustee. The physicians shall not be liable for any determination made as to the competency of the Trustee if the determination is made in a reasonable manner.

ARTICLE XIII POWERS OF THE TRUSTEE

- A. The Trustees shall have full power to do everything in administering this Trust that they deem to be for the best interests of the beneficiaries, (whether or not it be authorized or appropriate for fiduciaries but for this broad grant of authority), including but not limited to the following:
1. To buy, sell, and trade in securities of any nature, including short sales and 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, and to acquire, by purchase or otherwise, and to retain, so long as they deem advisable, any kind of realty or personal property or undivided interest therein, including common and preferred stocks, bonds, or other unsecured obligations, options, warrants, interests in limited partnerships, investment trusts, and discretionary common trust funds, all without diversification as to kind or amount, without being limited to investments authorized by law for the investment of trust funds, and power to hold or take title to property in the name of a nominee.
 2. To sell for cash or on credit, at private or public sale, exchange, hypothecate, sell short, or otherwise dispose of any real or personal property;

3. To make distributions as authorized in this Trust Agreement, including distributions to themselves as Trustees, in kind or in money or partly in each, even if shares be composed differently; for such purposes the valuation of the Trustee shall be given effect if reasonably made;
4. If, in the Trustee's discretion, any beneficiary (whether a minor or of legal age) is incapable of making proper disposition of any sum of income or principal that is payable or appointed to said beneficiary under the terms of this Trust Agreement, the Trustee may apply said sum to or on behalf of the beneficiary by any one or more of the following methods: by payments on behalf of the beneficiary to anyone with whom the beneficiary resides, by payments in discharge of the beneficiary's bills or debts, including bills for premiums on any insurance policies, or by paying an allowance to a beneficiary directly. The foregoing payments shall be made without regard to other resources of the beneficiary, or the duty of any person to support the beneficiary, and without the intervention of any guardian or like fiduciary; provided, however, that the Trustee shall insure and see to the application of the funds for the benefit of the beneficiary, so that the funds will not be used by any adult person, or any other person for a purpose other than the direct benefit of the beneficiary, and particularly so that said funds will not be diverted from the purpose of support and education of said beneficiary;
5. To determine whether and to what extent receipts should be deemed income or principal, whether or to what extent expenditures should be charged against principal or income, and what other adjustments should be made between principal and income, provided such adjustments do not conflict with self-settled rules for the determination of principal and income questions;
6. To delegate powers to agents, including accountants, investment counsel, appraisers, legal counsel, and other experts, remunerate them and pay their expenses; to employ custodians of the trust assets, bookkeepers, clerks, and other assistants and pay them out of income or principal;
7. To execute or enter into contracts, deeds, agreements, or any other documents.
8. To exercise all the foregoing powers alone or in conjunction with others, even though any of the Trustees are personally interested in the property that is involved, notwithstanding any rules of law relating to divided loyalty or self-dealing; and


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9. To invest in common trust funds; to hold and invest the funds of all trusts in solido without a physical division of the assets, as the Trustees in their discretion may determine.
- B. Any Trustee may decline to act or may resign as Trustee at any time by delivering a written resignation to the beneficiaries of a trust then subsisting.
- C. Any Trustee, from time to time, may delegate to one or more of the remaining Trustees any powers, duties or discretions. Every such delegation shall be a writing delivered to the delegate or delegates, and shall remain effective for the time therein specified or until earlier revocation by a further writing similarly delivered. Everyone dealing with the Trustees shall be absolutely protected in relying upon the certificate of any Trustee as to whom the Trustees are for the time being acting, and as to the extent of their authority by reason of any delegation or otherwise.
- D. From the income of the Trusts hereby created or, if that be insufficient, from the principal thereof, the Trustees shall pay and discharge all expenses incurred in the administration of the Trusts.
- E. No successor Trustee shall be liable for any misfeasance of any prior Trustee.

ARTICLE XIV

DISPOSITION DURING THE LIFE OF THE UNDERSIGNED

During the life of the Undersigned, the Trustees shall hold, manage, invest, and reinvest the Trust Estate, and shall collect the income thereof and shall dispose of the net income and principal as follows:

The Trustees shall pay to the Undersigned all of the net income of this Trust, in monthly or other convenient installments, but at least annually. The Trustees may, in their discretion, pay or apply for the benefit of the Undersigned, in addition to the income payments herein provided for, such amounts of the principal of the Trust Estate, up to the whole thereof, as the Trustees may from time to time deem necessary or advisable for the use and benefit of the Undersigned.


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ARTICLE XV

DISPOSITION ON DEATH OF THE UNDERSIGNED


All Trust principal, and all accumulated income thereof, directed to be disposed of under the provisions herein, shall, upon the death of the Undersigned, be held in Trust for the benefit of the following beneficiaries of the Undersigned, and shall be disposed of as follows:

- A. An amount determined by the Trustees in their sole discretion shall be set aside from the balance of the funds held in trust, and shall be used for the support and education of the beneficiaries of the Undersigned, as determined by Paragraph B, who have not reached legal age prior to the death of the Undersigned. Education of the beneficiaries of the Undersigned shall include, but not be limited to, musical education, dancing lessons, grammar school, secondary school, college, graduate school, trade school, private school, and vocational training school.

In determining the amount to be set aside under the provisions of this paragraph and the amounts to be paid therefrom, the Trustees shall take into account the needs, ages, assets, and other available sources of income and support of the beneficiaries of the Undersigned, including each beneficiary's ability to contribute to his or her own support. The Trustees shall determine the amounts to be distributed, the beneficiary or beneficiaries to whom distributions are to be made, and the time and manner of distributions made under this paragraph, and shall distribute according to the various needs of the beneficiaries, even if such distributions are unequal. After the youngest beneficiary has attained legal age, the balance, if any, of the amounts set aside under this paragraph shall be distributed according to Article XV, Paragraph B.

- B. After setting aside sufficient amounts to carry out the purposes of Article XV, Paragraph A, above, the Trustees shall divide the Trust Estate into as many equal shares as there are children of the Undersigned then living and children of the Undersigned then deceased but leaving surviving issue; provided, further, that each of said shares, if not immediately distributed, shall constitute and be held, administered, and distributed by the Trustees as a separate Trust, as follows:

1. One such share shall be set aside for the benefit of each of the children of the Undersigned who may then be living and, if held in trust, shall constitute the Trust Estate of such children's Trust.
2. One such equal share of the Trust Estate shall be set aside for the benefit of the surviving issue, by right of representation, of each of the children of the Undersigned who may then be deceased but leave issue surviving and, if held in trust, shall constitute the Trust Estate of such issue's Trust; the amounts so


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set aside may be use for the purposes and benefits enumerated in Article XV, Paragraph A, above.

3. As each beneficiary of the Undersigned attains legal age, the share of the Trust Estate for said beneficiary shall be distributed to him or her free and clear of trust, upon his or her request therefore.
- C. Whenever used herein, the terms "issue," "child," "children," and "descendants" include adopted issue, adopted child, adopted children, and adopted descendants, as well as natural issue, natural child, natural children, and natural descendants, and include descendants of adopted issue, adopted child, adopted children, and adopted descendants.
- D. If any of the above beneficiaries are unable or unwilling to take any portion of the Trust Estate, then the Trustees shall distribute the portion of the property of that beneficiary to his or her issue by right of representation and, if none, then to the other Trust beneficiaries proportionate to each beneficiary's interest in the Trust and, if no remaining beneficiaries, then to the living heirs at law of the Undersigned; provided further, that said heirs at law of the Undersigned shall take the Trust property in the same priority and in the same distributive order as listed in the law of intestate succession of the state referred to in Article I as in force on the date of the signing of this Trust Agreement.

ARTICLE XVI


PERSONAL PROPERTY DISTRIBUTIONS

All personal properties listed on the Personal Property List are to be distributed to the named designees and such items shall be conveyed to such persons in addition to their respective distributive shares of the Trust described herein.

ARTICLE XVII

ILLNESS

If the Undersigned has a serious illness or operation, the Undersigned requests that the Trustee call Trustor's attorney, or other designated individual: Judith Becker, 5150 Sapphire Ridge, Hoover, AL 35244, (205) 426-3031, to obtain instructions in case the Undersigned should die. If death makes this prior conversation impossible, then the Trustee should call the law firm of her choosing as soon after death as is possible.


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ARTICLE XVIII LOCATION OF DOCUMENTS

This Trust has been prepared with four copies, each copy of these have been executed as an original. One of these executed copies is in the possession of the Undersigned, one copy is with third Trustee, Joy Walker, and the others are deposited for safekeeping in the safe of Judith Becker for the attorney of choice, and the fourth for the person who holds Trustor's instructions in case of death. Any copy may be used as an original without the other, and if only one copy of this Trust Agreement can be found, then it shall be considered as the original, and the missing copies will be presumed inadvertently lost. Clarifications or instructions concerning this Trust Agreement may be obtained by calling chosen attorney.

ARTICLE XIX COMPENSATION OF TRUSTEES

The Trustees shall be entitled to reasonable compensation for services rendered by them or counsel retained by them, including services in connection with the transfer of assets to beneficiaries or successor Trustees and the appointment of successor Trustees. Such reasonable compensation shall be similar to that of other trustees who perform similar services.

ARTICLE XX RENDITION OF ACCOUNTS

With respect to each Trust created herein, the Trustees shall render, at least annually, an account of income and principal, including a statement of all receipts, disbursements, and capital changes, to all beneficiaries then eligible to receive income or to the natural or legal guardians of such beneficiaries.

ARTICLE XXI CERTIFIED COPIES OF TRUST

To the same effect as if it were the original, any person or institution may rely upon a copy certified by a Notary Public to be a true copy of this instrument and any schedules or exhibits attached hereto. Any person or institution may rely upon any statement of fact certified by anyone who appears from the original Trust or a certified copy thereof to be a Trustee hereunder.

ARTICLE XXII

PROVISIONS RELATING TO POLICIES OF INSURANCE

In the event the Trustee is named the beneficiary under any policies of insurance, said Trustee shall hold the same, subject to order of the owner of the policy, without obligation other than the safekeeping of any policies which may be delivered to the Trustee.

The owner of the policy retains all rights, options, and privileges with respect to said policies. Upon receiving possession of insurance policies, proof of death of the Insured, or upon maturity of any policies prior to the death of the Insured, the Trustee shall use reasonable efforts to collect all sums payable to such policies. All insurance settlements as received by the Trustee shall become principal of the Trust Estate, except interest paid by the Insurer which shall be classed as income. The Trustee may compromise, arbitrate, or otherwise adjust claims upon any of the policies. The receipt of the Trustee to the insurance company shall be a full discharge of the company.

The Trustee shall not be responsible for payment of any insurance or to defend any action relating to any policy of insurance unless indemnified against costs and expenses, including attorney's fees.

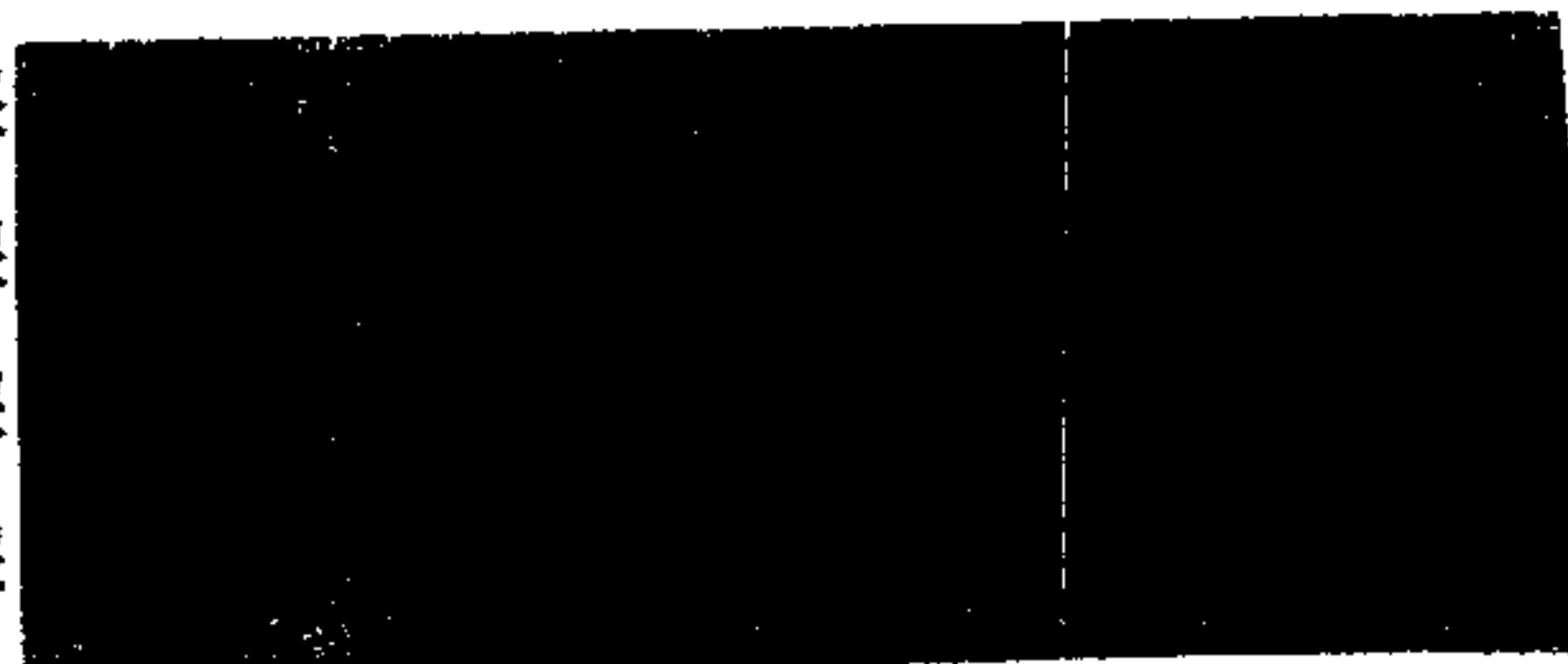
ARTICLE XXIII

TRUSTEES AND FAMILY MEMBERS

A. The present children of the Undersigned are:


Corinna Sue Dasher
Lorinna May Brenner
Tina Louise Oliver
Charles Wesley Oliver

SS#
SS#
SS#
SS#



B. The following people will act as Trustees in the following order of succession:

1. Marjorie Jeanne Osborn, 207 Hidden Creek Drive, Pelham, AL 35124, 205-685-9515;
2. Judith L. Becker, 5150 Sapphire Ridge, Hoover, AL, 35244, 250-426-3031;
3. Joy Elaine Walker, 12700 NW 33rd Avenue, Vancouver, WA 98685, 360-573-5150;
4. Charles Wesley Oliver, 5206 304th Street S, Graham, WA 98338, 253 210-4522;
5. Corinna Sue Dasher, 2060 S Kent Des Moines Road #C-14, Des Moines, WA 98198, 206 799-8415:

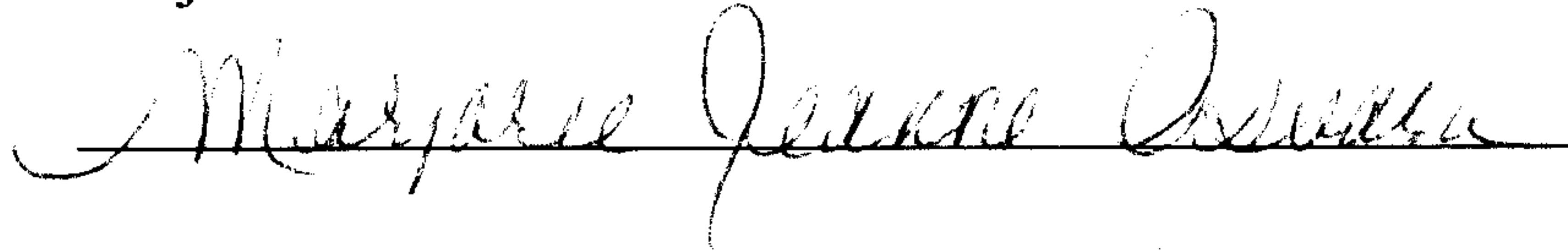

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6. A Trustee chosen by a majority of beneficiaries with a parent or legal guardian voting for minor beneficiaries.

Whenever more than one Trustee is designated to act concurrently, a majority of the Trustees, whether individual or corporate, shall have the power to make any decision, undertake any action, or execute any documents affecting the Trusts created herein. In the event of a difference of opinion among the Trustees, the decision of a majority of them shall prevail, but the dissenting or non-assenting Trustees shall not be responsible for any action taken by the majority pursuant to such decision. After the death of the Undersigned, if only two individual Trustees are in office, they must act unanimously. If an individual and a corporate Trustee are in office, the determination of the individual Trustee shall be binding.

IN WITNESS WHEREOF, the Undersigned has executed this Trust Agreement on this 8th day of August, 2008, as Grantor and Trustee.

TRUSTOR: Marjorie Jeanne Osborn



STATE OF ALABAMA _____)

:§

COUNTY OF SHELBY _____)

On the 8th day of August, 2008 personally appeared before me Marjorie Osborn, the signer of the within instrument, who duly acknowledged to me that she executed the same.


Notary Public

Residing at 5150 Sapphire Ridge, Hoover, AL 35244

My Commission Expires July 11, 2010

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 11, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS