

ASSIGNMENT OF PROMISSORY NOTE AND MORTGAGE

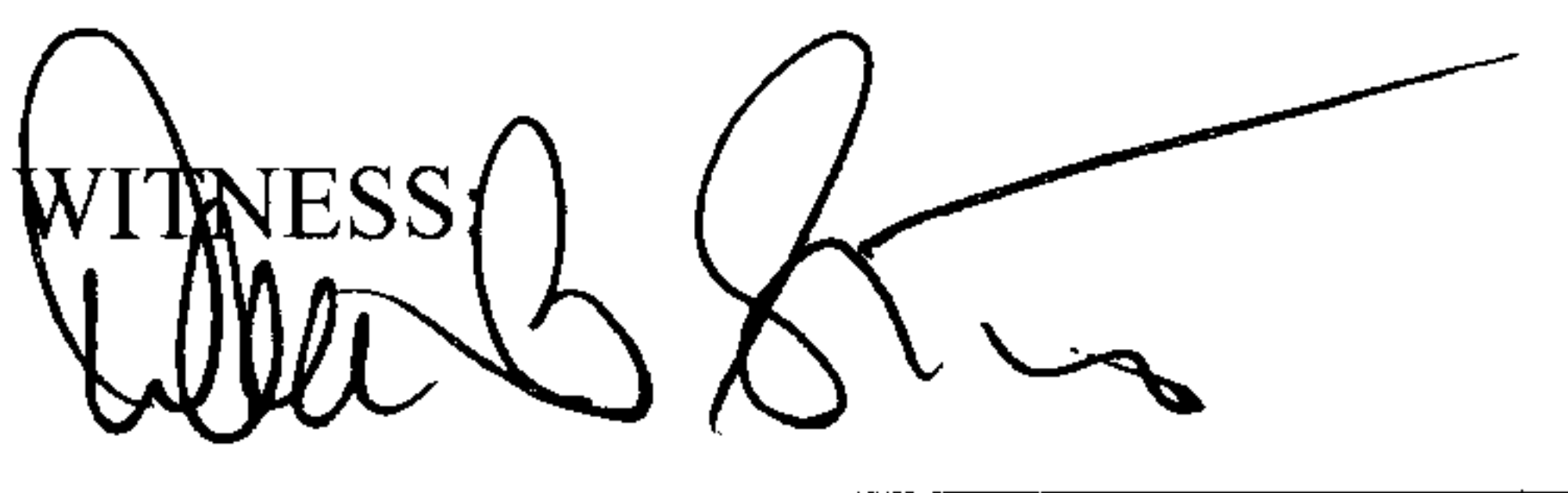
KNOW ALL MEN BY THESE PRESENTS, that Paul Brooks Brown as successor Trustee of Trust Estate B under the Last Will and Testament of Mary Lee Brown (the "Grantor"), does transfer, grant, bargain, sell, convey, endorse and assign unto Paul Brooks Brown, as Trustee of the GST Exempt Trust fbo Paul Brooks Brown under Jadie A. Brown Management Trust (the "Grantee"), all of Grantor's right, title and interest in and to the following described mortgage, together with the debt thereby secured, the note dated October 3, 2012 in the original amount of One Hundred Sixty Thousand Dollars (\$160,000.00) therein described and the property conveyed therein:


Mortgage executed by Tommy E. Payton and Catherine J. Tidwell, husband and wife, dated October 3, 2012, which said mortgage is recorded at Instrument No. 20121018000401820, in the Probate Office of Shelby County, Alabama.

SOURCE OF TITLE: Instrument No. 20121018000401810

TO HAVE AND TO HOLD unto the said Paul Brooks Brown, as Trustee of the GST Exempt Trust fbo Paul Brooks Brown under Jadie A. Brown Management Trust, its successor and assigns forever.

IN WITNESS WHEREOF, the undersigned has executed this assignment and conveyance on the 23 day of December, 2015.

WITNESS



Paul Brooks Brown, successor Trustee of
Trust Estate B under the Last Will and
Testament of Mary Lee Brown

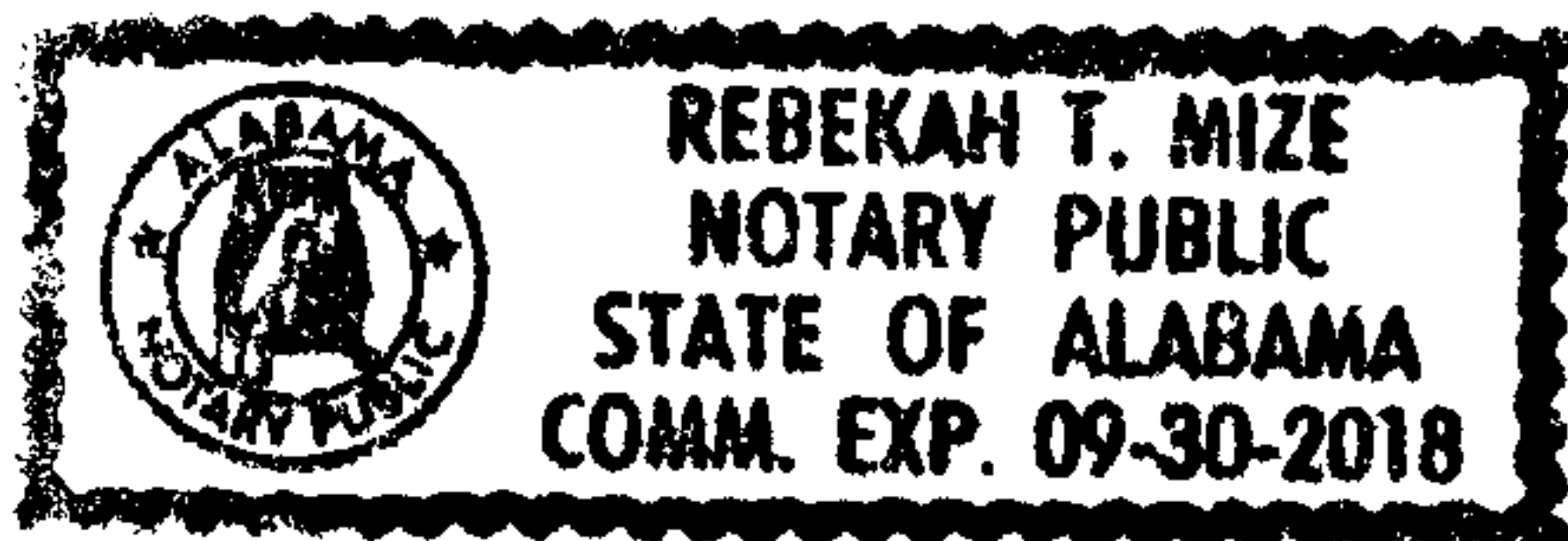


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STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Paul Brooks Brown, whose name is signed to the foregoing Trust Agreement as Trustee of Trust Estate B under the Last Will and Testament of Mary Lee Brown, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Trust Agreement, the undersigned as the Trustee, and with full authority as such officer, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on December 23, 2015.



Rebekah T. Mize
Notary Public

My Commission Expires: 9-30-18

This instrument prepared by:

Dale B. Stone
Dominick Feld Hyde, P.C.
1130 22nd Street South
Ridge Park, Suite 4000
Birmingham, AL 35205



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CERTIFICATION OF TRUST

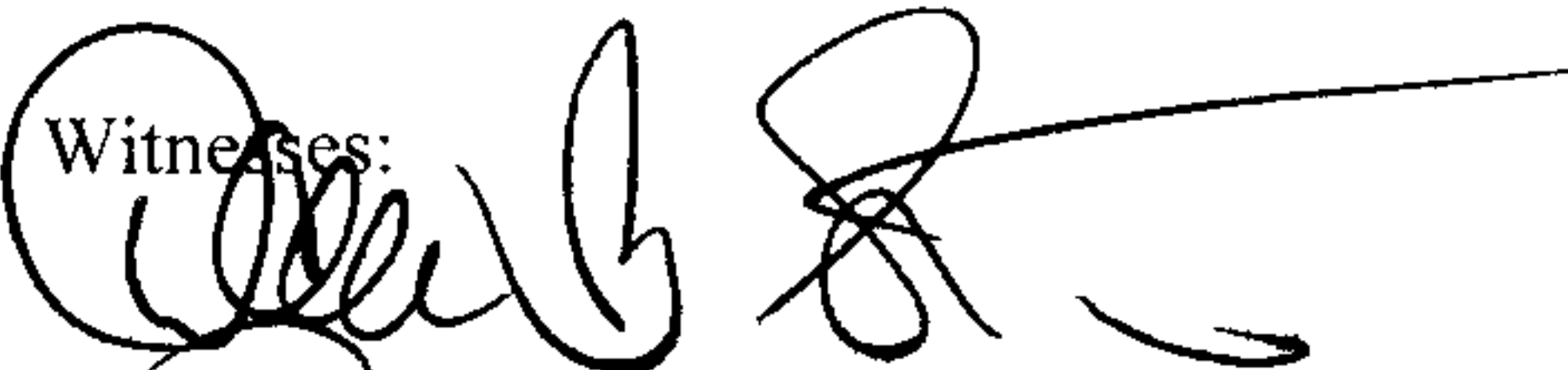
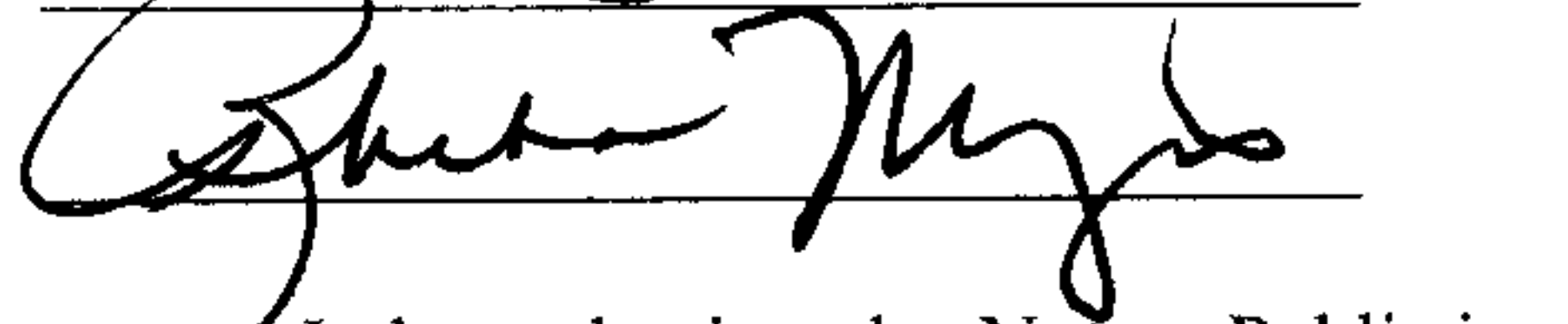
This Certification of Trust is in lieu of a copy of the trust instrument pursuant to Section 19-3B-1013 of the Code of Alabama, as amended from time to time.

1. The Last Will and Testament of Mary Lee Brown dated May 15, 1989, was admitted to probate by the Shelby County Probate Court, Alabama, on the 28th day of November, 1989 (the "Will").
2. Trust Estate "B" under the Will (the "Trust") is currently in existence. The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained herein to be incorrect.
3. The settlor of the Trust was Mary Lee Brown (the "Settlor"), who died on November 6, 1989.
4. By instrument dated November 16, 2009 (the "Redesignation and Resignation"), Jadie A. Brown, Jr., surviving spouse of the Settlor and the then serving Trustee of the Trust, exercised his right to change the successor Trustees of the Trust by naming Paul Brooks Brown as the first successor Trustee. In same instrument, Jadie A. Brown, Jr. resigned as Trustee of the Trust and Paul Brooks Brown agreed to serve as Trustee of the Trust. A copy of the Redesignation and Resignation is attached hereto as "Exhibit A" and made a part hereof.
5. The name and address of the currently acting Trustee (the "Trustee") are:

Paul Brooks Brown
2280 Salem Road
Montevallo, AL 35115
6. The pages of the Will setting forth the relevant powers of the Trustee are attached hereto as "Exhibit B" and made a part hereof.
7. The Trust is irrevocable.
8. The tax identification number of the Trust is available upon request.
9. The name in which title to trust property may be taken is "Paul Brooks Brown, and any successors, as Trustee of Trust Estate "B" under the Last Will and Testament of Mary Lee Brown."

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Dated the 23 day of December, 2015

Witnesses:




Paul Brooks Brown, Trustee

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Paul Brooks Brown, 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, the said instrument was executed by Paul Brooks Brown, in his said fiduciary capacity and with authority, and the aforesaid witnesses on the day the same bears date.

Given under my hand and seal on December 23, 2015.


Notary Public
My Commission Expires: 9-30-18

This Instrument Prepared by:
Dale B. Stone, Esq.
Dominick Feld Hyde, P.C.
1130 22nd Street South
Ridge Park, Suite 4000
Birmingham, Alabama 35205
(205) 536-8888

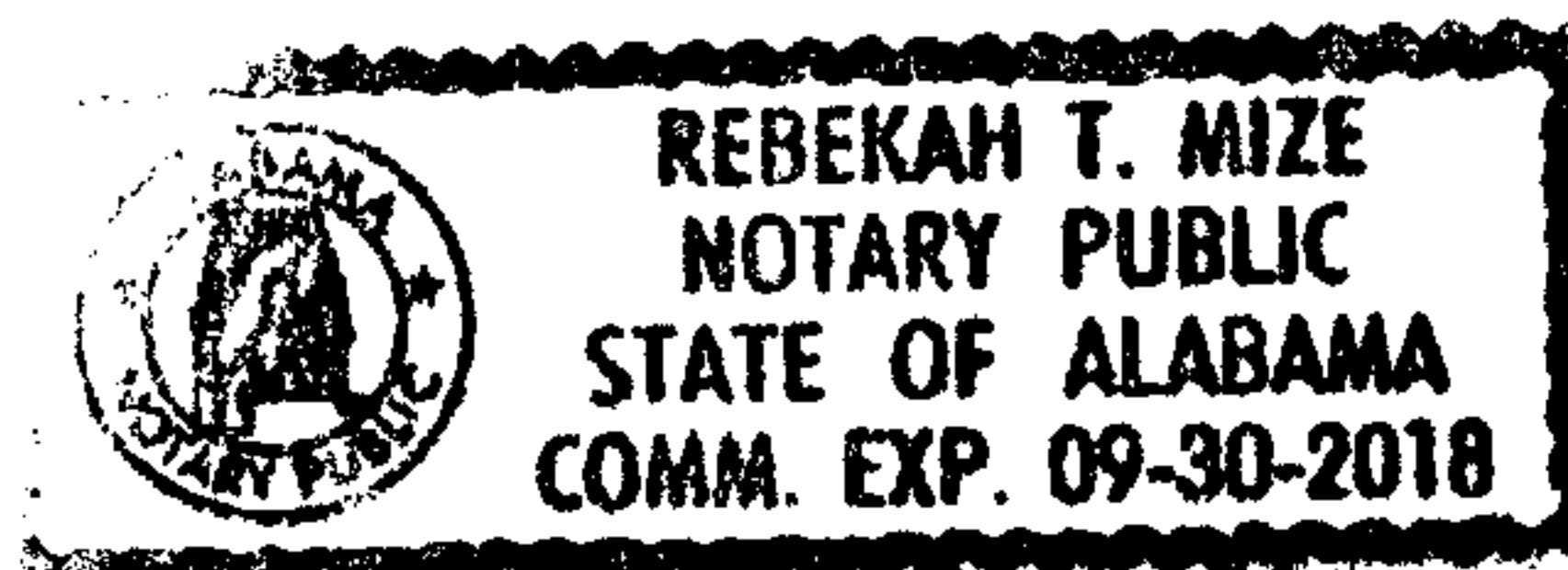


Exhibit "A"

STATE OF ALABAMA)
COUNTY OF SHELBY)

REDESIGNATION OF SUCCESSOR TRUSTEES AND RESIGNATION OF TRUSTEE

WHEREAS, Mary Lee Brown, deceased (hereinafter sometimes called the "Testator"), died on November 6, 1989; and

WHEREAS, the Last Will and Testament of Mary Lee Brown, dated May 15, 1989, was admitted to probate by the Shelby County Probate Court, Alabama, on the 28th day of November, 1989; and


WHEREAS, pursuant to the terms of said Last Will and Testament, three (3) trusts were established by the Testator, for each of which Jadie Allen Brown, Jr. was named and is currently serving as Trustee, said trusts being Trust Estate "A" Non-Exempt U/W/O Mary Lee Brown, Trust Estate "A" GST Exempt U/W/O Mary Lee Brown, and Trust Estate "B" U/W/O Mary Lee Brown (hereinafter sometimes collectively referred to as "Trusts"); and

WHEREAS, Testator's husband, Jadie Allen Brown, Jr., was granted the right to redesignate the successor Trustee under ITEM XVII of said Last Will and Testament, entitled "Removal or Redesignation of Successor Trustee" and appearing on page 36 thereof, in which the following language appears:

"Notwithstanding anything hereinabove to the contrary, my husband shall have the right to add further successor Trustees and/or rearrange the order in which the successor Trustees named hereinabove shall serve, and/or to substitute for any successor Trustee any bank or trust company having, at the time of such redesignation, total resources of not less than One Hundred Twenty-Five Million Dollars (\$125,000,000.00), or any one or more individuals. In the event my said husband should so redesignate any successor Trustee who has not at said time commenced serving as Trustee, then such redesignation shall be by a writing signed by my said husband, properly notarized, and filed in the Probate Court in which my Will was probated. A duplicate original copy shall be delivered to the Trustee then serving. In the event my said husband should so redesignate any successor Trustee who is at that time serving as Trustee hereunder, then such redesignation shall be by a writing signed by my said husband, properly notarized, addressed and delivered to the Trustee, advising the Trustee that it has been removed and naming therein the successor and confirming that the successor has accepted the trusteeship. A duplicate original copy shall be filed in the Probate Court in which my Will was probated. Thirty (30) days after receipt of such written notice as aforesaid, the Trustee shall thereupon be removed. Any such successor Trustee shall have vested in it all the rights, powers, duties and discretion vested in the original Trustee."

WHEREAS, Jadie Allen Brown, Jr. is now desirous of redesignating the successor Trustees of said Trusts in certain respects as hereinafter provided; and

WHEREAS, upon the redesignation of the successor Trustees of said Trusts, Jadie A. Brown, Jr. wants to resign and terminate his representative capacity as Trustee of said Trusts; and


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WHEREAS, Paul Brooks Brown wishes to accept the trusteeship of said Trusts, and all interest and property which may to him as Trustee of said Trusts, for the benefit and use of the beneficiaries of said Trusts, all in accordance with the provisions of said Trusts;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. Jadie Allen Brown, Jr. hereby exercises his right to redesignate the Trustee of said Trusts as follows:

a. If Jadie A. Brown, Jr. shall resign, become incompetent, or otherwise fail or cease to serve as Trustee hereunder for any reason other than death, then PAUL BROOKS BROWN shall serve and act serve as Trustee of said Trusts.

b. If Paul Brooks Brown shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Trustee hereunder, then Kathryn B. Draper shall serve and act serve as Trustee of said Trusts.

c. If Kathryn B. Draper shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Trustee hereunder, then J. Allen Brown, III shall serve and act serve as Trustee of said Trusts.

d. If J. Allen Brown, III shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Trustee hereunder, then PAMELA B. PHAGAN shall serve and act serve as Trustee of said Trusts.


e. Notwithstanding anything herein to the contrary, upon the death of Jadie A. Brown, Jr., then Paul Brooks Brown, Kathryn B. Draper, J. Allen Brown, III and Pamela B. Phagan, or the other(s) or the survivor(s) of them, shall serve as Trustee of said Trusts until said Trusts have been apportioned and distributed in accordance with their terms..

f. Any successor Trustee shall have all the rights, powers, duties and discretion vested in the original Trustee.

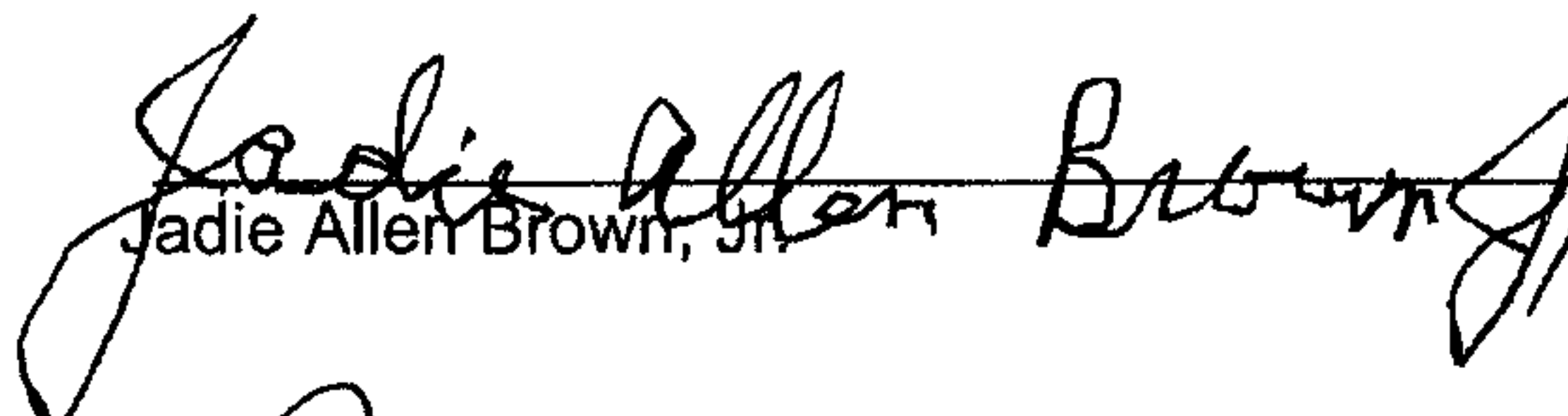

2. The parties acknowledge this instrument has been signed, notarized, and filed in the Shelby County Probate Court, Alabama and a duplicate of this instrument has been delivered to the Trustee of said Trusts, all in accordance with ITEM XVII of the Testator's Last Will and Testament.

3. Jadie A. Brown, Jr. hereby resigns and terminates his representative capacity as Trustee of said Trusts.

4. Paul Brooks Brown hereby agrees to serve as Trustee of said Trusts as set forth herein.


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IN WITNESS WHEREOF, on this 16th day of November, 2009,
the undersigned has executed this instrument in accordance with the above-described
conditions.

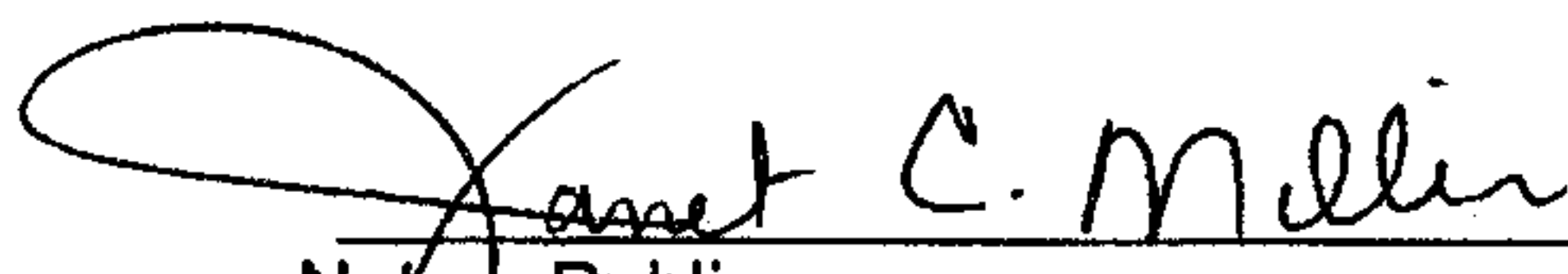

Jadie Allen Brown, Jr.

Paul Brooks Brown

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for the State of Alabama at Large,
hereby certify that Jadie Allen Brown, Jr, whose name is signed to the foregoing
instrument and who is known to me, acknowledged before me on this day that, being
informed of the contents of the instrument, he executed the same voluntarily on the day
the same bears date.

Given under my hand and seal this 16th day of November,
2009.

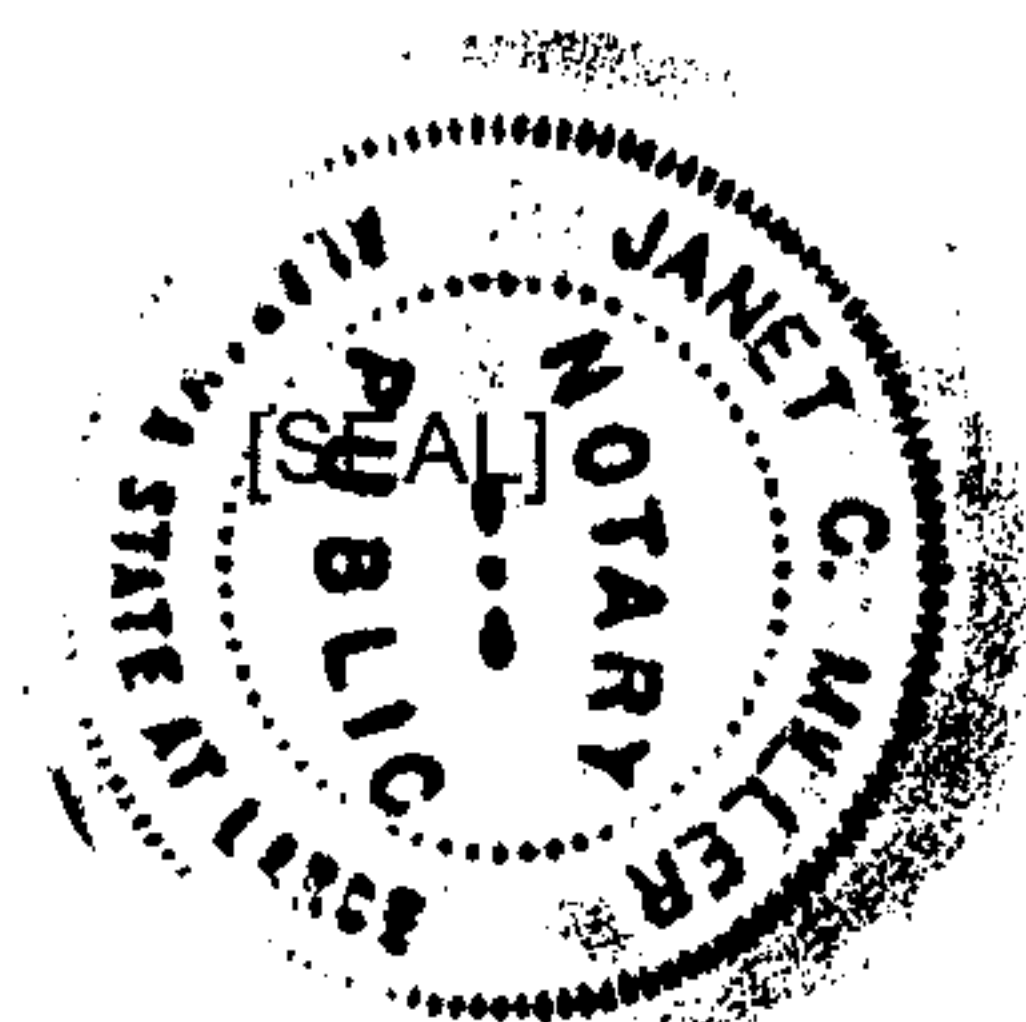



Notary Public
My Commission Expires: MY COMMISSION EXPIRES AUGUST 20, 2013

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for the State of Alabama at Large,
hereby certify that Paul Brooks Brown, whose name is signed to the foregoing
instrument and who is known to me, acknowledged before me on this day that, being
informed of the contents of the instrument, he executed the same voluntarily on the day
the same bears date.

Given under my hand and seal this 16th day of November,
2009.



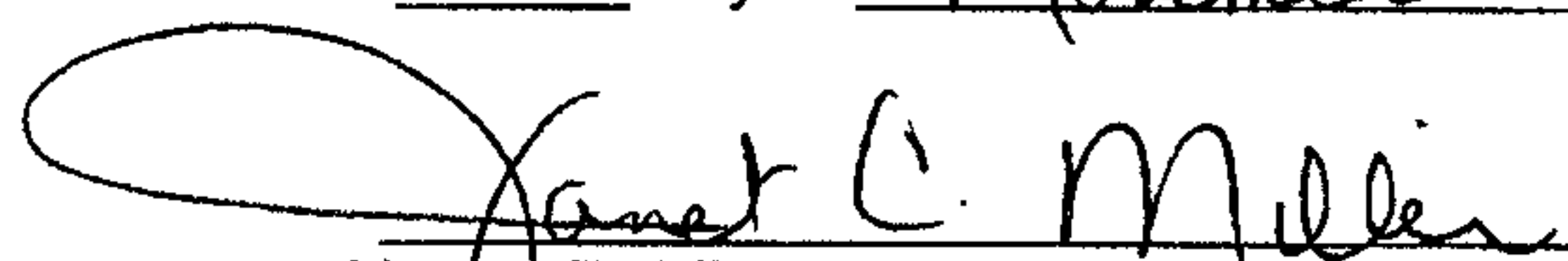

Notary Public
My Commission Expires: MY COMMISSION EXPIRES AUGUST 20, 2013

EXHIBIT "B"

E. Generation-skipping transfer taxes (together with any interest or penalty thereon) which are payable with respect to the property comprising my gross estate for estate tax purposes, whether or not such property passes under this Trust Agreement, shall be allocated as set forth under Sections 2603 of the Code.

DUTIES AND POWERS

In the management and control of any trust created herein, the Trustee, in the sole judgment and discretion of the Trustee, may do and have done with respect to each trust estate, all things which the Trustee may deem necessary, desirable and proper to promote, protect and conserve the interests of the trust estate, and of the beneficiaries thereof. All references in these DUTIES AND POWERS provisions hereof to "trust estate" shall refer to any trust created hereunder and any separate shares thereof. The powers herein granted to the Trustee may be exercised in whole or in part, from time to time, and may be exercised after termination of all trusts or shares until the actual distribution of all trust principal, but not beyond the period permitted by an applicable rule of law relating to perpetuities. The powers herein granted shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to law, and shall include all powers necessary to carry the same into effect, including but not limited to the following:

1. To hold and retain without liability for loss or depreciation any property or securities transferred to the Trustee or to which the Trustee becomes entitled, including any partnership interests (whether general, limited or special), interests in limited liability companies, shares of regulated investment companies or trusts (whether open-end or closed-end), stock or interests in or any family corporation, partnership, limited liability company or enterprise, or any stock or obligation of any publicly-traded company which is a successor to any such family corporation, partnership, limited liability company or enterprise, or any stock or obligations of any corporate trustee serving hereunder from time to time, or corporation which owns stock of such corporate trustee, without regard to any statutory or constitutional limitations applicable to the investment of funds and though the retention might violate principles of investment diversification, so long as the Trustee reasonably determines that the retention thereof is in the best interests of the trust estate and that, because of special circumstances, the purposes of the trust are better served without diversifying investments; and in disposing of any property constituting a part of the trust estate, to acquire other property in accordance with the standards and parameters set forth in the next paragraph.

2. To invest and reinvest the trust estate and the proceeds of sale or disposal of any portion thereof, using the judgement and care under the circumstances then prevailing that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, in any property or securities, including such loans, bonds, stocks, mortgages, common trust funds, mutual funds (including those managed or advised by the Trustee), securities, partnerships (whether general, limited or special), interests as members in limited liability companies, or other enterprise, stock or interest in any family corporation, or other property, real or personal; to purchase options for such purposes; to exercise options (including, without limitation, stock options), rights, or warrants; to purchase securities or other property, as the Trustee may deem suitable; to make temporary investments in securities of the United States or any agency thereof; to purchase and sell fractional shares and subscription rights to which the trust estate may become entitled; and to exercise such powers without regard to any statutory or constitutional limitations applicable to the investment of funds and though the acquisition might violate principles of investment diversification, so long as the Trustee reasonably determines that the acquisition thereof is in the best interests of the trust estate and that,

because of special circumstances, the purposes of the trust are better served without diversifying investments.

3. To sell, auction, convey, exchange, lease or rent for a period beyond the possible termination of the trust (or for a less period) for improvement or otherwise, or to grant options for or in connection with such purposes, or otherwise dispose of, all of any portion of the trust, in such manner and upon such terms and conditions as the Trustee may approve.

4. 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.

5. 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 hereunder, and to execute mortgages or collateral agreements therefor as necessary.

6. 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 Trustee.

7. To collect the income from the trust or trusts and all shares thereof.

8. To establish, continue or dispose of any business enterprise at such time and upon such terms and conditions as, in the judgment of the Trustee, are for the best interests of the trust estate without liability therefor, whether such enterprise be in the form of a sole proprietorship, partnership, limited liability company, corporation or otherwise, and to develop, add capital to, expand or alter the business of such enterprise, to liquidate, incorporate, reorganize, manage or consolidate the same, or change its charter or name, to appoint directors or managers and employ officers, employees or agents (including any trustee or directors, officers or employees thereof) and to compensate and offer stock options and other employee or fringe benefits to them, and in exercising Trustee's powers in relation to such business enterprise, to receive extra or extraordinary compensation therefor. I grant to my Trustee the power to do all the acts in connection with the businesses which I could have done had I then owned such business interests, or to delegate such powers to any partner, manager, shareholder, director, officer or employee, without liability for any loss occurring therein. I authorize the Trustee to make public or private sale of the business or businesses, and the real and personal property thereof, at such time or place, and for such price, and upon such terms as to cash or credit, with or without security for the purchase price, as the Trustee may deem best, and to execute all necessary assignments and conveyances to the purchasers, without liability on the part of the purchasers to see to the application of the purchase monies. If the Trustee owns an interest in the shares of stock of any closely-held family corporation, and the persons named herein as Trustee shall be or shall become affiliated with any such closely-held corporation, serving as employees, officers or directors thereof, such persons serving as Trustee hereunder shall not be disqualified from employment by any such family corporation or its successor, or the continued employment by the 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, the persons serving as Trustee hereunder 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.

9. To exercise or not exercise any ownership rights and powers in any entity as are or may be exercised by persons owning similar property in their own right, including, but not limited to, to vote any interests in a corporation, partnership, limited liability company, or other business enterprise, whether such exercise is made in person, or by special, limited or general proxy; 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 the corporate trustee is prohibited from voting its stock or stock of any holding company or similar corporation which owns stock of a corporate trustee, such stock shall be voted by the eldest adult beneficiary hereunder.

10. To subdivide or otherwise develop, and to change the use or purpose of, any real estate constituting a part of the trust into residential, recreational, commercial, cemetery, or other usage; to construct, alter, remodel, repair or raze any building or other improvement located thereon; and to release, partition, vacate, abandon, dedicate or adjust the boundaries as to any such property.

11. To operate farms and woodlands with hired labor, tenants or sharecroppers; to acquire real estate, crop allotments, livestock, poultry, machinery, equipment, materials, and any other items of production in connection therewith; to clear, drain, ditch, make roads, fence and plant part or all of such real estate; to employ or enter into any practices or programs to conserve, improve or regulate the efficiency, fertility and production thereof; to improve, sell, auction or exchange crops, timber or other product thereof; to lease or enter into other management, cutting, production or sales contracts for a term beyond the possible termination of the trust or for a less period; to employ the methods of carrying on agriculture, animal husbandry and silviculture which are in use in the vicinity of any of such real estate or which the Trustee deems otherwise appropriate; to make loans or advances at interest for production, harvesting, marketing or any other purpose hereunder, in such manner and upon such terms and conditions as the Trustee may approve; and in general to take any action which the Trustee deems necessary or desirable in such operations of farms and woodlands.

12. To drill, explore, test, mine or otherwise exploit oil, gas, or other mineral or natural resources; to engage in absorption, repressuring, and other production, processing or secondary recovery operations; to install, operate and maintain storage plants and pipelines or other transportation facilities; to engage in any of the above activities directly under such business form as the Trustee may select or to contract with others for the performance of them; and to enter into and execute oil, gas and mineral leases, division and transfer orders, grants, farm-out, pooling of unitization agreements, and such other instruments or agreements in connection therewith as the Trustee deems necessary or desirable.

13. To keep any property constituting a part of the trust properly insured against hazards; to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon said property; and to create reserves for depreciation, depletion or such other purposes as the Trustee deems necessary or desirable.

14. 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.

15. To institute and defend any and all suits or legal proceedings relating to the trust estate, in any court, and to employ counsel and to compromise or submit to arbitration or any other alternative dispute resolution process all matters of dispute in which the trust estate may be involved, as in the judgment of the Trustee may be necessary or proper.

16. To pay any and all expenses reasonably necessary for the administration of the trust, 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.

17. To determine whether any money or property coming into the Trustee's hands shall be treated as a part of the principal of the trust or a part of the

income therefrom, and to apportion between principal and income any loss or expenditure in connection with the trust, in each case in accordance with the provisions of the Alabama Principal and Income Act, if applicable, or if not applicable, as the Trustee may deem just and equitable; provided, however, that any proceeds received by the Trustee from any "retirement plan", meaning any qualified pension, profit sharing, stock bonus, Keogh or other qualified plan, trust, contract, account, annuity, or bond, or individual retirement account, as those terms are defined in the Code, or any non-qualified deferred compensation agreement, salary continuation agreement, or similar arrangement, shall be treated by the Trustee as principal, except that any income earned within the retirement plan from such proceeds as a result of an installment or similar election or any other deferral of payment of the retirement plan's proceeds to the Trustee shall be treated by the Trustee as income when received; provided further, that the Trustee shall have the power and discretion to adjust between principal and income which is contained in section 104 of the Alabama Principal and Income Act, as from time to time amended.

18. To appoint, employ, remove and compensate such attorneys, accountants, custodians, agents and representatives, individual or corporate, as the Trustee deems necessary or desirable for the administration of the trust; to treat as an expense of the trust any compensation so paid; and to delegate all or any part of the investment powers contained herein to such investment counselors, consultants or managers as the Trustee deems appropriate.

19. To hold property or securities in bearer form, in the name of the Trustee, or in the name of the Trustee's nominee, without disclosing any fiduciary relation.

20. To advance money to any trust for any purpose of the trust, and the Trustee shall reimburse itself for the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.

21. To deal with the fiduciary or fiduciaries of any other trust or estate, even though the Trustee is also the fiduciary or one of the fiduciaries of the other trust or estate.

22. In making any division of the trust property into shares for the purpose of any distribution thereof directed or permitted by the provisions under this Trust Agreement, to 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 of property, or any undivided interest therein, to any one or more of such beneficiaries, and in such proportions and amounts, considering both equality of distribution and federal income tax basis of trust assets, as the Trustee may deem proper; and to that end, may appraise any or all of the property to be allotted, and the judgement of the Trustee as to the propriety of such allotment and as to the relative value and basis for the 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. The Trustee may choose which assets shall be used to fund separate shares of the trust property, without being required to fund a share with a prorata portion of each asset.

23. To open and maintain one or more bank, custodian or other accounts in any bank or trust company, and to deposit to the credit of such account or accounts all or any part of the funds belonging to any trust which may at the time be in the possession of the Trustee; from time to time to withdraw a portion or all of the funds so deposited by checks signed by the Trustee, and any such bank or trust company is hereby authorized to pay such checks and also to receive the same for deposit, to the credit of any holder thereof who so signed or endorsed; to delegate to any one or more of its proper agents the right to sign checks against the aforementioned account or accounts for the purposes of any trust, and any bank or trust company in which such account or accounts are maintained is hereby authorized and directed to pay such checks, provided, however, that prior thereto such delegation is evidenced by an appropriate instrument in writing deposited with such bank or trust company by the Trustee.

24. To address environmental matters regarding trust property and, in this regard, the following shall apply:

a. The Trustee shall not be personally liable to any beneficiary hereunder for any claim against the trust for the diminution in value of the trust property arising from the compliance by the Trustee with any federal, state or local law, rule or regulation including:

(1) the reporting of or other response to the contamination of trust property by substances or materials prohibited or regulated by federal, state, or local law or that are known to pose a hazard to the environment or to human health;

(2) the reporting of or other response to violations of any other federal, state or local law, rule or regulation involving materials or substances regulated by federal, state or local law or that are known to pose a hazard to the environment or human health; or

(3) other matters relating to environmental laws.

b. The Trustee may, in its discretion, periodically inspect, review and monitor, or require the inspection, review and monitoring of, any and all property held in this trust for the purpose of determining compliance with any law, rule or regulation affecting such property, with all expenses of such inspection, review and monitoring to be paid from the income or principal of the trust.

c. The Trustee shall have the power, in order to protect the assets held in any trust created hereunder, to take any and all action it shall reasonably deem necessary, in its sole discretion, to prevent, abate, "clean up", or otherwise respond to any violation of any federal, state or local law, rule, or ordinance affecting any property held in trust related to the generation, use, treatment, transportation, storage, disposal, release, discharge, or contamination by any materials or substances that are prohibited or regulated by federal, state, or local law or that are known to pose a hazard to the environment or human health. Such actions may be taken prior to the initiation of enforcement action by a federal, state or local agency. The Trustee shall obtain an estimate of the cost of such response to such violation or contamination and shall notify the beneficiaries, or the parent, guardian or conservator of any minor beneficiary, of the trust of the estimated cost of such response. Such beneficiaries shall have the right to pay for such response costs or to authorize payment of such costs by the fiduciary from trust assets. If the beneficiaries, or the parent, guardian or conservator of any minor beneficiary, of the trust for any reason fail to pay for or authorize payment of such costs from trust assets, the fiduciary shall be entitled nonetheless to use trust assets to pay such costs or, in its sole discretion, to resign in accordance with the provisions herein regarding the resignation of the fiduciary.

d. The Trustee shall have the power, in its sole discretion, to settle or compromise at any time any and all claims against the trust which may be asserted by any federal, state, or local agency or private party involving the alleged violation of any federal, state, or local law, rule or regulation affecting property held in trust.

e. The Trustee shall have the power to disclaim any power which, in the sole discretion of such fiduciary, will or may cause the Trustee to be considered an "owner" or "operator" of property held in this trust as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended from time to time, or which shall otherwise cause the Trustee to incur liability under CERCLA or any other federal, state or local law, rule or regulation. The power to disclaim as contained in this section shall apply to any power, whether actually set forth herein, incorporated by reference herein, or granted or implied by any statute or rule of law.

f. The Trustee shall have the right to resign if at any time it believes there is or may be a conflict between it in its fiduciary capacity and in its individual



capacity because of potential claims or liabilities which might be asserted against this trust created because of the type or condition of the assets held in this trust.

The Trustee's exercise or nonexercise of powers and discretions in good faith shall be conclusive on all persons. No person paying money or delivering property to any Trustee hereunder shall be required or privileged to see to its application. The certification of the Trustee that the Trustee is acting in compliance with this instrument shall fully protect all persons dealing with the Trustee.

MISCELLANEOUS PROVISIONS

A. 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 devise or limitation over, or interest in, or trust herein given or created.

B. Where I have directed that distributions be made to or for the benefit of any beneficiary under the age of twenty-one (21) years, or any beneficiary who may be under any legal disability, or any beneficiary who, in the sole discretion of the Trustee, may be unable to apply the proceeds of his or her trust to his or her best interests and advantage, the Trustee may, in the discretion of the Trustee, make such distributions or property in any one or more of the following ways: (i) directly to the beneficiary; (ii) to the legal guardian, conservator, custodian of the beneficiary, or agent under a durable power of attorney for the use and benefit of the beneficiary; (iii) to any custodial account heretofore established for the beneficiary, or if none exists, to a custodian designated by the Trustee from those eligible to serve as such custodian, including the Trustee, of the beneficiary under the Uniform Transfers (or Gifts) to Minors Act in effect in the state of the beneficiary's residence for the use and benefit of the beneficiary; (iv) to a relative of the beneficiary upon the agreement of such relative to expend such income or principal solely for the benefit of the beneficiary; or (v) by expending such income or principal directly for the benefit of the beneficiary to be used and applied for the purposes herein directed. Upon making any distribution hereunder, the Trustee shall be discharged as to any distribution so made.

C. For purposes of this Trust Agreement, a fiduciary shall be considered conclusively presumed to be physically or mentally incompetent only if so declared by a court of competent jurisdiction, or is so certified in writing by two (2) physicians who are familiar with said fiduciary and who are duly licensed to practice medicine in any state in the United States or in any other country, stating that at such time said fiduciary has become physically incapacitated or feeble minded, or so mentally or physically defective by reason of age, sickness, use of drugs, the excessive use of alcohol, or for other causes that said fiduciary is unable to perform the duties of Trustee, and, in consequence thereof, is subject to removal as Trustee pursuant to the terms of this Trust Agreement. Copies of the written statements from such physicians relating to said fiduciary's physical or mental condition at such time, as hereinabove set forth, shall be addressed and delivered to the said declared disabled fiduciary or said fiduciary's guardian or conservator, if applicable, advising said declared disabled fiduciary of such finding, the said fiduciary declared disabled shall thereupon be removed. The originals of said written statements of the two (2) aforesaid physicians shall be maintained with the records of this Trust Agreement.

D. Anything herein 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 as of the date of my death; and upon the expiration of such period, all trusts shall terminate and the assets thereof shall immediately be distributed outright to those persons entitled thereto 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.

E. Upon my death, the proceeds of all insurance policies which are then subject hereto shall be collected by the Trustee as soon as possible thereafter. The Trustee shall

