

CERTIFICATION OF TRUST

The undersigned, Jerry Russell Austin, in his capacity as Sole Trustee of The Jerry R. Austin Trust dated October 8, 1998 (the "Trust"), does hereby certify that the attached copy of the Trust is a true and complete copy, except that Judy R. Austin, Co-Trustee is now deceased, having died on or about March 28, 2013.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on this 19 day of July, 2019.

The Jerry R. Austin Trust dated 10/08/98

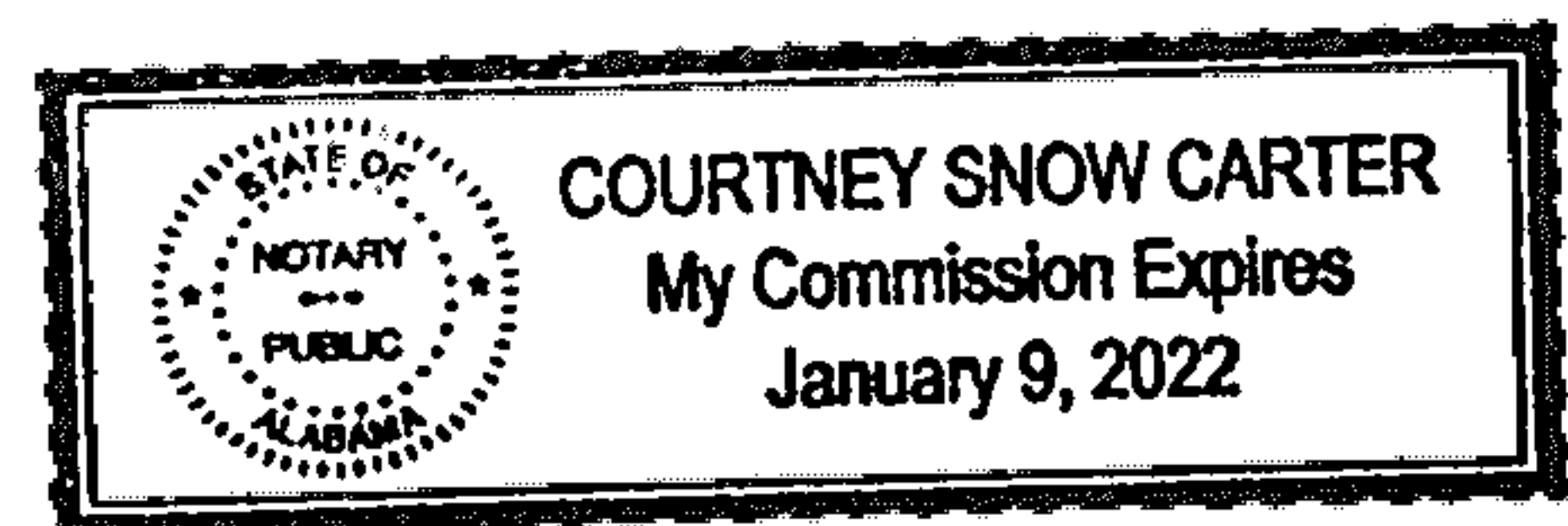
BY: Jerry Russell Austin
Jerry Russell Austin
Sole Trustee

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jerry Russell Austin whose name as Sole Trustee for the The Jerry R. Austin Trust dated 10/08/98 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 and in his capacity as Sole Trustee on the day the same bears date.

Given under my hand and official seal on 19th day of July, 2019.

Courtney Snow Carter
Notary Public
My commission expires:



STATE OF ALABAMA) 20190724000263480 07/24/2019 11:32:45 AM TRUST 2/28
:
SHELBY COUNTY)

JERRY R. AUSTIN TRUST

I, **JERRY R. AUSTIN**, on this the 8th day of October, 1998, hereby declare that, for and in consideration of the sum of One Dollar and other good and valuable consideration received by me, the adequacy and sufficiency of which is hereby acknowledged, I have transferred and paid over unto the Trustee hereafter named, and by these presents do transfer, convey, pay over and deliver unto the Trustee, property to be held pursuant to the terms of this Trust Instrument, such property being described on Exhibit "A" attached hereto and made a part hereof;

TO HAVE AND TO HOLD the same and such other property as the Trustee may subsequently acquire pursuant to the power and authority herein given to the Trustee (all of which for convenience will be referred to as the "Trust Estate") unto the said Trustee but in trust, nevertheless, for the uses and purposes, upon the terms and conditions and with the powers and duties hereinafter stated.

ARTICLE I NAME OF TRUST

The name of this trust is the "**JERRY R. AUSTIN TRUST**".

ARTICLE II MEMBERS OF MY FAMILY

The provisions herein regarding my spouse refer to my spouse, **JUDY R. AUSTIN**. The provisions regarding a child or children of mine refer to my children, **MINDY L. AUSTIN** and **SCOTT A. AUSTIN**, and to any child or children born to or adopted by me after the execution hereof.

(a) ***Adopted Persons.*** Any adopted person and his or her descendants shall be considered descendants of the adoptive parents and of the ancestors of such adoptive parents, for all purposes hereunder, whether such adoption occurs before or after the execution hereof, provided that such adoption occurs prior to the adopted person attaining fourteen (14) years of age and, provided further that if the adoption is made by a descendant of mine, the adopted person is not the natural child or previously adopted child of my descendant's spouse.

(b) *Survival of Beneficiaries.* In the event that my spouse and I shall die in a common accident or disaster, or under any circumstances creating any doubt as to which of us survived the other, my spouse shall be presumed to have survived me for all purposes. Any person other than my spouse who fails to survive me by ninety days shall be deemed to have predeceased me. Any person other than my spouse who fails to survive the termination of any trust hereunder by ninety days shall be deemed to have died prior to the termination of the trust. One purpose, but not the sole purpose, that I have in imposing this ninety-day survival requirement is to take full advantage of the special rule for certain descendants contained in Treasury Regulation Section 26.2612-1(a)(2)(i), and this provision shall be construed in all respects consistently with such purpose.

ARTICLE III TRUSTEE

(a) *Designation of Trustee.* I hereby designate and appoint myself and my spouse, **JUDY R. AUSTIN**, as Co-Trustees of the trusts hereunder. If either of us should resign or for any reason fail or cease to serve as Trustee during my lifetime, then the survivor shall serve as my successor Trustee during my lifetime. If both of us should resign or for any reason fail or cease to serve as Trustees during my lifetime, then my daughter, **MINDY L. AUSTIN**, my son, **SCOTT A. AUSTIN**, and **SOUTHTRUST BANK** shall serve as my successor Co-Trustees during my lifetime. Upon my death, **SOUTHTRUST BANK** shall serve as Co-Trustee with my spouse. If my spouse should resign or for any reason fail or cease to serve as a Trustee, then my daughter, **MINDY L. AUSTIN**, and my son, **SCOTT A. AUSTIN**, shall serve as successor Co-Trustees to my spouse. If either of my children should resign or for any reason fail or cease to serve as a Co-Trustee hereunder, then the other shall serve as Co-Trustee with **SOUTHTRUST BANK**. If both my children should resign or for any reason fail or cease to serve as Co-Trustees hereunder, then the said **SOUTHTRUST BANK** shall serve as my sole Trustee.

(b) *Corporate Trustee.* References herein to **SOUTHTRUST BANK** refer to **SOUTHTRUST BANK** and to such successor corporation having trust powers as shall succeed to the business of said corporation by purchase, merger, consolidation or change of charter or name.

(c) *Incapacity.* Notwithstanding any other provision hereof, an individual shall cease to serve as a Trustee immediately if such individual becomes incapacitated, such incapacity to be determined as hereinafter provided or as otherwise provided by law. The foregoing shall not be the sole method of removing a Trustee.

**ARTICLE IV
TRUST DURING MY LIFETIME**

(a) ***Trust for My Benefit.*** My Trustee shall hold the Trust Estate in trust for my use and benefit during my lifetime. The Trustee shall pay to me such amounts of the income and principal thereof as may be necessary or desirable, in the sole discretion of the Trustee, for my maintenance, support, education, and health and for the maintenance, support, education, and health of any person dependent upon me, taking into consideration other income, resources, or financial assistance available from all other sources and such other circumstances and factors deemed pertinent by the Trustee. In addition, the Trustee shall distribute to me such amounts of the income and principal as I shall request from time to time, provided I am not incapacitated, such incapacity to be determined as hereinafter provided or as otherwise provided by law. Any part of the net income not distributed during a calendar year shall be accumulated and added to the principal of said trust, being thereafter invested and treated in all respects as a part thereof.

(b) ***Termination of Trust upon My Death.*** Upon my death, the foregoing trust for my benefit shall terminate. The Trustee shall hold or dispose of the remainder of the trust as hereinafter provided.

**ARTICLE V
DIVISION OF REMAINDER OF TRUST**

Upon my death, the remainder of the Trust Estate (the "residue") shall be divided into shares to be held or disposed of as hereinafter provided. The values referred to in this Article are the values as finally determined for federal estate tax purposes.

(a) ***Division into Shares If My Spouse Survives Me.*** If my spouse survives me, the property constituting the residue shall, as soon as practicable after my death, be divided into two fractional shares, one of which is referred to as the Family Share and the other as the Marital Share.

(1) ***Family and Marital Shares.*** The Family Share shall consist of that fractional share of the residue as determined by a fraction, the numerator of which is the maximum amount which can be included in the Family Share without causing any federal estate tax to be payable by my estate, after giving effect to the exercise or proposed exercise of tax elections. The denominator is the value of the residue. The Marital Share shall consist of the remaining fractional share of the residue. Notwithstanding the foregoing, all property with respect to which a marital deduction cannot be obtained by election or otherwise shall be allocated to the Family Share. For the purpose of this

paragraph, any federal estate tax payable by my estate shall be determined without application of the credit for state death taxes.

(2) ***Effect of Qualified Disclaimer by My Spouse.*** If my spouse makes a qualified disclaimer of any part or all of the Marital Share, the disclaimed property shall be added to the Family Share.

(3) ***Qualification for Marital Deduction.*** No right, power, or discretion granted to any person acting in a fiduciary capacity hereunder shall be exercised or exercisable in a manner inconsistent with my overriding intent that my estate become and remain eligible for the federal estate tax marital deduction with respect to the Marital Share. My fiduciaries are authorized to adopt, agree to, or acquiesce in, such construction hereof as they may from time to time deem necessary or advisable in order that my estate may become and remain eligible for the federal estate tax marital deduction.

(4) ***Funding of Marital and Family Shares.*** I may designate this trust as the beneficiary of one or more individual retirement accounts; qualified pension, profit sharing, stock bonus, Keogh, or other retirement plan benefits; section 403(b) annuities; or similar benefits or rights under other arrangements that will be subject to income taxation after my death ("Qualified Benefits"). I direct that any Qualified Benefits receivable by this trust shall be allocated to the Marital Share to the greatest extent possible and that such Qualified Benefits shall be allocated to the Family Share only to the extent necessary to fund the Family Share in accordance with the provisions of paragraph (a)(1) of this Article. If less than all of the Qualified Benefits are allocated to the Marital Share, then, notwithstanding any other provision of this Trust Instrument, my spouse shall have the right to designate which of the Qualified Benefits, or portions thereof, shall be allocated to the Marital Share. The purpose of this provision is to allocate to the Marital Share those benefits that my spouse is permitted to rollover for income tax purposes.

(5) ***Qualification for Spousal Rollover.*** The Qualified Benefits, or portion thereof, allocated to the Marital Share shall vest in my spouse immediately upon my death, it being my intent to treat my spouse in the manner my spouse would have been treated if my spouse, and not this trust, had been named the direct beneficiary thereof. My Trustee, regardless of any adverse interest, shall construe all provisions of this Trust Instrument which may require construction in order that my spouse may become and remain entitled to rollover any Qualified Benefits allocated to the Marital Share. My Trustee is authorized to adopt, agree to, or acquiesce in such construction hereof as my Trustee may from time to time deem necessary or advisable in

order to qualify the Qualified Benefits for such rollover by my spouse. No power granted to my Trustee shall be exercised or exercisable in a manner inconsistent with my overriding intent that Qualified Benefits allocated to the Marital Share shall be qualified for such rollover.

(b) *Division of Residue If My Spouse Is Not Living at My Death.* If my spouse does not survive me, the residue shall be divided into so many equal shares that there will be one share for each child of mine who is then living and one share for each deceased child of mine with descendants then living. Any share allocated with respect to a deceased child shall be divided further into shares for the deceased child's descendants, *per stirpes*.

ARTICLE VI GIFT OF SHARES

The following provisions govern the disposition of the foregoing shares, which I give as follows:

(a) *Gift of Marital Share.* The Marital Share, if any, shall be transferred and paid over to the Trustee of the Marital Trust, the provisions of which are set forth in **ARTICLE VII** hereof, to be held or disposed of in accordance with the provisions thereof.

(b) *Gift of Family Share.* The Family Share, if any, shall be transferred and paid over to the Trustee of the Family Trust, the provisions of which are set forth in **ARTICLE VIII** hereof, to be held or disposed of in accordance with the provisions thereof.

(c) *Gifts of Shares for Children.* Any share apportioned for a then living child of mine shall be transferred and paid over to such child, outright and free of trust.

(d) *Gifts of Shares for Grandchildren and Other Descendants.* Any share set aside for a descendant of a deceased child of mine shall be transferred and paid over to the Trustee of the Trusts for Grandchildren and Other Descendants, the provisions of which are set forth in **ARTICLE IX** hereof, to be held or disposed of as a separate trust for such descendant in accordance with the provisions thereof.

ARTICLE VII MARITAL TRUST

The following provisions govern the Marital Trust. The Trustee of this trust shall be directed as follows:

(a) ***Distributions During Lifetime of My Spouse.*** During the lifetime of my spouse, the Trustee shall pay to my spouse the entire net income from this trust in installments convenient to my spouse, but at least annually. If at any time during such period the net income from the trust is insufficient for the health, maintenance, support, and education of my spouse, taking into account other resources available to my spouse and known to the corporate Trustee, the Trustee shall pay to my spouse such additional sum or sums out of the principal of the trust as the corporate Trustee, in the sole discretion of the corporate Trustee, shall deem necessary or desirable for said purposes. My primary concern during the continuation of the trust is the health, maintenance, support, and education of my spouse rather than the preservation of principal for ultimate distribution to the remaindermen. Notwithstanding any other provision hereof, upon a written request from my spouse, the Trustee shall make productive any unproductive property or shall convert the same into productive property within a reasonable time.

(b) ***Income from Qualified Plans.*** If this trust is a beneficiary of a qualified pension, profit sharing, stock bonus, Keogh or retirement plan, trust contract, account, annuity or bond, or individual retirement account, or similar qualified arrangement, my Trustee shall be directed to require that distributions be made therefrom no less often than annually and in amounts that are not less than the net income on the undistributed balance thereof. I acknowledge that distributions of the net income of such arrangements will be net income of this trust and, as such, will be distributed to my spouse in accordance with the provisions hereof. This provision is not intended to limit the right of my Trustee to withdraw all or any part of the principal therefrom at any time as provided for elsewhere herein. Notwithstanding any general powers granted to my Trustee elsewhere herein with regard to principal and income, income for this purpose shall be determined, and expenses shall be apportioned, in a manner that satisfies the requirements necessary to qualify for the estate tax marital deduction.

(c) ***Spouse's Right to Withdraw Property from the Trust.*** My spouse shall have the right at any time and from time to time, by giving thirty (30) days written notice to the Trustee of my spouse's intention to do so, to withdraw any part of the principal of this trust that my spouse may elect. My spouse shall have no duty to account for the property so withdrawn or to report to anyone as to my spouse's intentions for the use thereof.

(d) ***Termination of Trust; Payment of Undistributed Income.*** This trust shall terminate upon the death of my spouse. The Trustee shall transfer and pay over any accumulated or undistributed income of the trust to such person or persons, including the estate of my spouse, as my spouse may appoint and direct pursuant to this general power of appointment hereby granted. Any unappointed portion of such income together with the remainder of the trust shall be disposed of as hereinafter provided.

(e) ***Payment of Taxes Imposed upon My Spouse's Death.*** If any portion of this trust is included in the gross estate of my spouse for the purpose of any estate, inheritance, transfer, legacy, succession or death taxes, then unless my spouse's Will directs otherwise, the Trustee shall pay to my spouse's estate from the trust, upon written request from my spouse's personal representative, an amount equal to the difference between:

(1) The amount of all such taxes or duties, including any interest or penalties thereon, payable with respect to all property includable in my spouse's gross estate; and

(2) The amount of such taxes or duties, including interest and penalties thereon, which would have been payable if such portions of the trust were not included in my spouse's gross estate.

Notwithstanding the foregoing provisions, the Trustee shall not make such payment to the extent the tax or duty is reimbursed or otherwise paid to my spouse's estate by this trust pursuant to the provisions of any law, the provisions of my spouse's Will, or otherwise; it being my intention that the trust make payments with respect to such taxes and duties only to the extent of the additional taxes, interest and penalties due by my spouse's estate as a result of the inclusion of a portion of or all of the trust in my spouse's gross estate. The Trustee may, but is not required to, rely conclusively and without investigation upon the written certification of the personal representative of my spouse's estate in determining the amount payable hereunder, and the Trustee shall be relieved of all liability therefor.

(f) ***General Power of Appointment Upon the Death of My Spouse; Division of Unappointed Portion of the Trust.*** Upon the death of my spouse, the Trustee shall transfer and pay over the property of this trust remaining after payment of taxes as provided above, to such person or persons, including the estate of my spouse, as my spouse may appoint and direct pursuant to this general power of appointment hereby granted. Any unappointed portion of such property shall be divided into so many equal shares that there will be one share for each child of mine who is then living and one share for each deceased child of mine with descendants then living. Any share allocated with respect to a deceased child shall be divided further into shares for the deceased child's descendants, *per stirpes*.

(g) ***Gifts of Shares for Children.*** Any share apportioned for a then living child of mine shall be transferred and paid over to such child, outright and free of trust.

(h) ***Gifts of Shares for Grandchildren and Other Descendants.*** Any share set aside for a descendant of a deceased child of mine shall be transferred and paid over to the Trustee of the Trusts for Grandchildren and Other Descendants, the provisions of which are set forth in **ARTICLE IX** hereof, to be held or disposed of as a separate trust for such descendant in accordance with the provisions thereof.

**ARTICLE VIII
FAMILY TRUST**

The following provisions govern the Family Trust. Any property to be held or disposed of pursuant to this Article that is acquired as a result of a qualified disclaimer made by my spouse shall be held or disposed of as a share separate and apart from any other property to be held or disposed of pursuant to this Article. The provisions of this Article shall be applied so as to maintain such shares as separate and distinct trusts. The Trustee shall be directed as follows with respect to each such separate trust:

(a) ***Distributions During Lifetime of My Spouse.*** During the lifetime of my spouse, the Trustee shall pay to or for the benefit of my spouse so much of the income and principal of the trust as the corporate Trustee, in the sole discretion of the corporate Trustee, shall deem necessary or desirable to provide for the health, maintenance, support, and education of my spouse, taking into account other resources available to my spouse and known to the corporate Trustee, provided, however, that no principal shall be paid from the Family Trust for my spouse's benefit until the Marital Trust shall have been exhausted. Any part of the net income not so used shall be accumulated and added to the principal of said trust, being thereafter invested and treated in all respects as a part thereof. My primary concern during the continuation of the trust is the health, maintenance, support, and education of my spouse rather than the preservation of principal for ultimate distribution to the remaindermen.

(b) ***Limited Power of Appointment Upon the Death of My Spouse; Division of Unappointed Portion of the Trust.*** The Family Trust shall terminate upon the death of my spouse. Any property then constituting the trust or share that was not acquired as a result of a qualified disclaimer made by my spouse shall be transferred and paid over to such of my descendants, in such manner and proportions as my spouse may appoint and direct pursuant to this limited power of appointment hereby granted. The Trustee shall apportion any unappointed portion of the Family Trust, including the trust assets acquired by my spouse's qualified disclaimer, into so many equal shares that there will be one share for each child of mine who is then living and one share for each deceased child of mine with descendants then living. Any share allocated with respect to a deceased child shall be divided further into shares for the deceased child's descendants, *per stirpes*.

(c) ***Gifts of Shares for Children.*** Any share apportioned for a then living child of mine shall be transferred and paid over to such child, outright and free of trust.

(d) ***Gifts of Shares for Grandchildren and Other Descendants.*** Any share set aside for a descendant of a deceased child of mine shall be transferred and paid over to the Trustee of the Trusts for Grandchildren and Other Descendants, the provisions of which are

set forth in **ARTICLE IX** hereof, to be held or disposed of as a separate trust for such descendant in accordance with the provisions thereof.

ARTICLE IX TRUSTS FOR GRANDCHILDREN AND OTHER DESCENDANTS

The following provisions govern the Trusts for Grandchildren and Other Descendants. Property allocated for a descendant of a deceased child of mine to be held or disposed of in accordance with the provisions of this Article shall be held or disposed of by the Trustee hereof as a separate trust for the descendant (who is referred to in this Article as the "Beneficiary"). The Trustee shall be directed as follows with respect to each such trust:

(a) ***Distributions to Beneficiary During Continuance of Trust.*** During the continuance of a Trust for a Beneficiary, the Trustee shall pay to or for the benefit of the Beneficiary so much of the income and principal of the trust as the corporate Trustee, in the sole discretion of the corporate Trustee, shall deem necessary or desirable to provide for the health, maintenance, support, and education of the Beneficiary, taking into account other resources available to the Beneficiary and known to the corporate Trustee. Any part of the net income not so used shall be accumulated and added to the principal of said trust, being thereafter invested and treated in all respects as a part thereof. In furtherance of these purposes, I authorize, but do not require, the Trustee to make such distributions of the principal of said trust as the corporate Trustee shall deem desirable, in the sole discretion of the corporate Trustee, to permit the Beneficiary to enter into or engage in a business in which the corporate Trustee shall believe the Beneficiary has reasonable prospects for success, or to permit the Beneficiary to make a reasonable down payment on a personal residence. My primary concern during the continuation of the Trust for the Beneficiary is the health, maintenance, support, and education of the Beneficiary rather than the preservation of principal for ultimate distribution to the remaindermen.

(b) ***Termination of Trust for Beneficiary.*** The Trust for a Beneficiary shall terminate upon the date the Beneficiary attains the age of thirty (30) years. The Trustee shall transfer and pay over the remainder of the trust to the Beneficiary when the trust terminates or upon establishment of the Trust for the Beneficiary, whichever later occurs. Notwithstanding the foregoing times for distribution, each Trust for a Beneficiary shall terminate no later than the date which is twenty-one (21) years after the death of the last to die of my spouse, my descendants, and myself living on the date this Trust Instrument becomes irrevocable. Upon such termination, the remainder of the trust shall be transferred and paid over to the Beneficiary, subject to **ARTICLE X**, which concerns Contingent Trusts for Persons Under Thirty.

(c) ***Power of Appointment Upon the Death of Beneficiary; Division of Unappointed Portion of the Trust.*** If a Beneficiary dies prior to attaining the age for final distribution of his or her trust, the Trust for the Beneficiary shall terminate. The Trustee shall transfer and pay over the remainder of the trust for the Beneficiary that is fully exempt from the generation skipping transfer tax, to my descendants, in such manner and proportion as the Beneficiary may appoint and direct pursuant to this limited power of appointment hereby granted. The Trustee shall transfer and pay over the remainder of the Trust for the Beneficiary which is not fully exempt from the generation skipping transfer tax to such person or persons, including the estate of such Beneficiary, in such manner and proportions as the Beneficiary may appoint and direct pursuant to this general power of appointment hereby granted. The Trustee shall divide any unappointed portion of the trust into shares for the Beneficiary's then living descendants, *per stirpes*, or if none, then into shares for such descendants of mine as would be entitled to inherit said property from the Beneficiary under the laws of Alabama then in force, and in such proportions as they would be entitled to inherit the same, had the Beneficiary owned said property and died at said time a resident of Alabama, intestate, survived only by heirs who are my descendants.

(d) ***Gifts of Shares for Grandchildren and Other Descendants.*** Any share set aside for a descendant of a deceased child of mine shall be held and disposed of as a separate trust for such descendant, which trust shall be governed in accordance with the foregoing provisions of this Article, and such descendant shall become the Beneficiary with respect to such trust.

(e) ***Gifts of Shares for Children.*** Any share apportioned for a then living child of mine shall be transferred and paid over to such child, outright and free of trust.

ARTICLE X CONTINGENT TRUSTS FOR PERSONS UNDER THIRTY

If any share of any trust hereunder upon the termination of such trust becomes distributable by the terms hereof to any person who is under the age of thirty (30) years, then though his or her share shall be vested in him or her, the Trustee shall hold or continue to hold the same in trust with all of the powers and authority given to the Trustee with respect to other trust property held hereunder, until he or she attains the age of thirty (30) years, using and applying for his or her health, maintenance, support, and education such part of the income and principal of such share as the Trustee shall deem necessary or desirable for said purposes, accumulating and adding to principal any income not so used. When such person attains the age of thirty (30) years, the Trustee shall transfer and pay over said share to him or her outright and free of trust. If such person shall die prior to attaining the age of thirty (30) years, the Trustee shall transfer and pay over the share to his or her executor or administrator.

ARTICLE XI
QUALIFIED TRUSTS FOR SUBCHAPTER S STOCK

If any trust is entitled to acquire stock in an S-Corporation (within the meaning of Section 1361(a)(1) of the Internal Revenue Code), said stock shall be set aside as a separate and independent share for the beneficiary of the trust to whom current distributions of income may be made. This provision shall apply irrespective of the manner of acquiring such stock, including but not limited to, acquisition through allocation of the stock to the trust, the purchase of the stock by the trust, or the election to become an S-Corporation by a corporation whose stock is already held by the trust. The Trustee shall pay the entire net income from said separate and independent share to or for benefit of the beneficiary in installments convenient to the beneficiary, but at least annually during the continuation of the trust. All other provisions of the trust shall apply to said separate and independent share. It is my overriding intent that my Trustee adopt, agree to or acquiesce in, such construction as is necessary for such separate and independent share to be eligible for treatment as a Qualified Subchapter S Trust within the meaning of Section 1361(d)(3) of the Internal Revenue Code.

ARTICLE XII
CONTINGENT DISTRIBUTION

If, at the time for distribution of the remainder of any trust created hereunder, any of my property is not otherwise disposed of, either by the terms hereof or by the exercise of any power of appointment granted hereunder, one-half (½) of said property shall be divided into so many equal shares that there will be one share for each nephew or niece of mine who is then living and one share for each deceased nephew or niece of mine with descendants then living. Any share allocated with respect to a deceased nephew or niece shall be divided further into shares for the deceased niece or nephew's descendants, *per stirpes*. The shares allocated for my nieces and nephews, and their descendants, shall be transferred and paid over to them, subject to **ARTICLE X**, which concerns Contingent Trusts for Persons Under Thirty. The other one-half (½) of said property shall be transferred and paid, outright and free of trust, over to such persons as would be entitled to inherit the same from my spouse, **JUDY R. AUSTIN**, under the laws of Alabama then in force had my spouse died at said time a resident of Alabama, intestate, and owned said property; and one-half (½) of said property shall be transferred and paid over, outright and free of trust, to such persons as would be entitled to inherit said property and in such proportions as they would be entitled to inherit the same from me under the laws of Alabama then in force had I died at said time a resident of Alabama, intestate, and owned said property.

ARTICLE XIII
GENERAL PROVISIONS

- (a) ***Form of Distributions.*** Distributions from the trusts created hereunder and the division of any such trust into separate shares or trusts shall be made in the sole discretion of my Trustee, as the case may be, in cash, in kind, or partly in cash and partly in kind, on a pro rata basis or on a non-pro rata basis, including undivided interests in property, without regard to the basis for income tax purposes of any property so distributed or divided in kind. It is my intention that my Trustee may choose which assets shall be used to fund such distribution or such separate shares or trusts, without being required to fund a distribution, share or trust with a pro rata portion of each asset. Such distributions and divisions and the values therefor established by my Trustee shall be final and binding on all persons.
- (b) ***Accrual of Income.*** The income of the trusts created at my death shall accrue from the date of my death, and until the trusts are established, I authorize my Trustee, in the absolute discretion of my Trustee, to pay to the respective income beneficiary from the Trust Estate, as advance payments of income, such sum or sums as, in the sole judgment of my Trustee, are not in excess of the income which such income beneficiaries probably would have been entitled to receive from the trusts had they been established. If any such sum is paid from the principal of the Trust Estate, it shall be a temporary advance to be restored to the principal from income otherwise payable to the beneficiary to whom the advance is made.
- (c) ***Facility of Payment.*** Any payment of income or discretionary payment of principal from any trust to or for any beneficiary may, in the discretion of my Trustee, be made to any person or organization (including the beneficiary, the conservator of the beneficiary, the guardian of the beneficiary, or anyone having custody and care of the beneficiary, or who provides goods or services for him or her), who shall apply such payment for the use and benefit of the beneficiary as provided for hereunder. Such distributions may also be made to a custodian selected by my Trustee, as the case may be, for the beneficiary under a Uniform Transfers to Minors Act or similar applicable law.
- (d) ***Discharge of Liability.*** Upon making any payment or transfer hereunder, my Trustee shall be discharged as to such payment or transfer without liability for the subsequent application thereof, and when the final payment or transfer is made from the principal of any trust, such trust shall terminate and the Trustee shall be fully discharged as to such trust.
- (e) ***Exercise of Powers of Appointment.*** In the exercise of any power of appointment herein granted, the holder of such power may exercise such power by written instrument during the holder's lifetime or by the holder's Last Will and Testament, making specific reference to the power of appointment. If the exercise of the power of appointment is made during the holder's lifetime by written instrument, the instrument shall be executed in the manner provided by the laws of the State of Alabama for the conveyance of real

property. If conflicting exercises of the power of appointment are made by written instruments or the holder's Last Will and Testament, the designation that is later in time shall control. The holder of the power may generally appoint in any lawful manner including making appointments outright or in trust; selecting trustees and providing administrative powers if the holder appoints in trust; creating new powers of appointment; creating life interests or other limited interests in an appointee with future interests in favor of other appointees; imposing lawful conditions on an appointment; and appointing different types of interests to selected appointees. If the power of appointment is limited to members of a restricted group, (1) the appointment shall not benefit, directly or indirectly, persons other than members of the restricted group who are the objects of the power of appointment; and (2) these provisions shall not be construed as authorizing such holder to appoint to the holder, to the holder's creditors, to such holder's estate or to the creditors of the holder's estate, or as authorizing the holder to discharge any legal obligation by any appointment the holder shall make, or as authorizing such holder to appoint any insurance or the proceeds of any insurance on the holder's life.

(f) ***Additions to Trusts.*** Additional property of any kind and character may be added to any trust hereunder, with the consent of the Trustee, by any person or fiduciary, by Will or otherwise, and such property so received by my Trustee shall be added to, merged with, and become a part of the property held in such trust hereunder, and thereafter shall be administered and disposed of in accordance with the terms of such trust. As a prerequisite to accepting such property, the Trustee may require that the donating party provide satisfactory evidence that (i) the property is not contaminated by any hazardous or toxic materials or substances; and (ii) the property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release or discharge of any hazardous or toxic materials or substances.

(g) ***Authority to Terminate Trusts.*** If at any time during the continuation of any trust hereunder, or if upon the creation of any trust hereunder or the apportionment of a trust into separate trusts, the Trustee shall determine that the creation or continuation of such trust would be economically unsound and termination of the trust would better provide for the support and maintenance of the beneficiaries thereof, then the Trustee is authorized and directed to terminate or fail to establish such trust, as the case may be. I intend to give the Trustee broad discretion to consider factors the Trustee shall deem appropriate including, but not limited to, the size of the trust and changes in law. The Trustee shall transfer and pay over the principal thereof to or for the benefit of the beneficiaries who are then or would have been entitled to receive income from such trust, and in the same proportions as they are or would have been entitled to receive such income. The Trustee may make such transfers to the beneficiaries outright and free from trust, to custodians designated by the Trustee for said beneficiaries under a Uniform Transfers to Minors Act or any similar applicable law, or to the trustee of any other trust which contains substantially the same provisions for said beneficiaries, including provisions on termination thereof, as does the terminated trust, to be

merged with, administered and disposed of as part of such other trust. No Trustee shall have the power to terminate or fail to establish a trust so long as such Trustee or the person who appointed such Trustee is a beneficiary of such trust. It is my intent that no power granted the Trustee hereunder be a general power of appointment for federal estate tax purposes with regard to any beneficiary or Trustee. Accordingly, no power granted to the Trustee hereunder shall be exercised or exercisable in a manner inconsistent with my overriding intent that the foregoing powers not constitute a general power of appointment for federal estate tax purposes. Any decision by the Trustee to terminate or not to terminate or to fail to establish a trust, or to elect the form of payment, shall be made in the sole and absolute discretion of the Trustee, and the Trustee shall be relieved of all liability therefor.

(h) ***Perpetuities Savings Provision.*** If the happening of any future event may cause the ultimate vesting of any trust or of any share therein to be extended under the provisions hereof to a time beyond that within which the same is required by law to become vested, then in such event the trust or share therein shall continue only for as long a period of time as is allowed by law, at the end of which period the trust or share shall be vested in and distributed to those persons enjoying the use and benefit of said trust or share therein at the expiration of such period, in the proportion in which they are so enjoying the same, irrespective of their attained ages.

(i) ***Spendthrift Protection.*** As to the net income or principal which by any of the provisions hereof may be payable to any beneficiary, he or she shall have no power, either directly or indirectly, to anticipate, charge, mortgage, encumber, assign, pledge, hypothecate, sell or otherwise dispose of same, or of any part thereof, until the same actually shall have been paid in hand to him or her by the Trustee. Nor shall such income or principal of said trust estate, nor any part of, or interest in either of them 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 any such beneficiary before or after my death.

(j) ***Incapacity.*** Notwithstanding any other provision hereof, an individual shall be deemed to be incapacitated if the individual's ability to transact ordinary business is impaired because of illness, advanced age or other cause, such incapacity to be determined by a physician who has examined or treated the individual and to be expressed in a written statement to that effect signed by such physician. The foregoing shall not be the sole method of determining incapacity.

(k) ***Partial Invalidity.*** The invalidity of any of the terms, conditions, or provisions hereof, or of any limitation over or interests intended to be given or made hereunder, whether in whole or in part, shall not be construed materially to disturb the plan of distribution herein created or to affect the validity of any other provision hereof, or of any other limitation over, gift or interest herein given.

(l) **Construction.** This trust is created in and is to be construed under the laws of the State of Alabama.

ARTICLE XIV PROVISIONS CONCERNING TAXES

(a) ***Payment of Estate and Similar Taxes.*** If my spouse survives me, all estate, inheritance, transfer, legacy, succession or death taxes, including interest and penalties thereon, but excluding generation skipping transfer taxes, payable by the Trust Estate by reason of my death shall be paid by my Trustee out of the property designated as the Family Share to the extent thereof and not apportioned to any other property included in the Trust Estate. Otherwise, such amounts shall be paid out of the residue of the Trust Estate.

(b) ***Payment of Estate and Similar Taxes Owed by My Residuary Estate.*** In the event that the residue of my estate is insufficient to provide funds for payment of all estate, inheritance, transfer, legacy, succession or death taxes, including interest and penalties thereon, but excluding generation skipping taxes, payable by reason of my death (after credit for amounts reimbursable to my estate for such taxes, including the reimbursement due from the Trust Estate under paragraph XIV(a)), the Trustee shall pay, or shall cause to be paid, from the residue of the Trust Estate to my estate such amount by which my residuary estate is insufficient to provide funds for payment of said taxes, interest and penalties. The Trustee shall not require reimbursement for any payments so made, either from my personal representative, or from any other person who receives property as a result of my death. Upon certification from my personal representative stating the amount due and payable for such items, the Trustee shall remit such necessary amount as aforesaid to the person or persons authorized to receive and receipt for such payments. The Trustee in no way shall be bound to inquire into the correctness of any amounts so certified payable by my personal representative.

(c) ***Assurances of Payment.*** Following my death, the Trustee may, in the Trustee's sole and absolute discretion, distribute property in the Trust Estate, in whole or in part, prior to final audit and settlement of the tax liabilities hereunder. The Trustee shall be so authorized even if the taxes may be altered thereafter or the taxes to be charged against and paid out of such property are being deferred or otherwise have not been paid. As a prerequisite to such distribution, the Trustee may require the distributee to enter into such agreements as the Trustee shall deem appropriate to insure payment of the taxes. In the alternative, the Trustee may withhold distribution of such property until the final audit and settlement of the tax liabilities hereunder. The Trustee shall not be liable for withholding an insufficient amount as set off against the liability of a recipient or for failing to recover such taxes following reasonable efforts, and shall not be required to litigate to enforce payment unless indemnified against the costs thereof.

(d) ***Generation Skipping Taxes.*** Any generation skipping transfer tax resulting from a transfer occurring under this Trust Instrument shall be charged to the property constituting the transfer in the manner provided by applicable law. No adjustments shall be made between principal and income, or in the interests of the beneficiaries, to compensate for the effects of any decisions or elections, or allocations of exemptions, made with respects to such generation skipping transfer tax.

(e) ***References to the Internal Revenue Code.*** All references herein to the Internal Revenue Code refer to the Internal Revenue Code of 1986, as the same may be amended from time to time, together with the Regulations issued thereunder.

ARTICLE XV ADMINISTRATION EXPENSES

In the event that the residuary of my estate is insufficient to provide funds for payment of all administration expenses of my estate, the Trustee shall pay, or shall cause to be paid, from the residue of the Trust Estate to my estate such amount by which my residuary estate is insufficient to provide funds for payment of said administration expenses. Upon certification from my personal representative stating the amount due and payable for such items, the Trustee shall remit such necessary amount as aforesaid to the person or persons authorized to receive and receipt for such payments. The Trustee in no way shall be bound to inquire into the correctness of any amounts so certified payable by my personal representative.

ARTICLE XVI POWERS OF TRUSTEE

(a) ***General Powers.*** The Trustee shall hold and manage the said trust or trusts and all shares thereof, with all of the powers and authority the Trustee would have if the Trustee were the absolute owner thereof, including but not limited to the following powers:

- (1) To collect the income therefrom.
- (2) To compromise, adjust and settle in the discretion of the Trustee any claim in favor of or against the trust.
- (3) To hold any property or securities originally received by the Trustee as a part of the trust or to which the Trustee may become entitled by virtue of incorporation, liquidation, reorganization, merger, consolidation or change of charter or name, including any stock or interest in any family

corporation, partnership or enterprise, so long as the Trustee shall consider the retention for the best interests of the trust.

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

(5) To invest and reinvest the trust and the proceeds of sale or disposal of any portion thereof, in such loans, bonds, stocks, mortgages, common trust funds, securities, shares of regulated investment companies or trusts, or other property, real or personal, or to purchase options for such purposes, or to exercise options, rights, or warrants, to purchase securities or other property, as to the Trustee may seem suitable.

(6) To hold, retain or acquire property or securities which in the opinion of the Trustee is for the best interests of the trust, without regard to any statutory or constitutional limitation applicable to the investment of trust funds.

(7) To vote any corporate stock held hereunder in person, or by special, limited or general proxy, with or without power of substitution, or to refrain from voting the same, and to waive notice of any meeting and to give any consent for or with respect thereto.

(8) To continue or dispose of any business enterprise without liability therefor, whether such enterprise be in the form of a sole proprietorship, partnership, 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 enter into, continue or extend any voting trust for the duration of or beyond the term of the trust, to appoint directors and employ officers, managers, 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 the powers in relation to such business enterprise, to receive extra or extraordinary compensation therefor.

(9) 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, to release, partition, vacate, abandon, dedicate or adjust the boundaries as to any such property.

(10) 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, and 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 shorter 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 otherwise shall deem 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 shall deem necessary or desirable in such operation of farms and woodlands.

(11) 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 or unitization agreements, and such other instruments or agreements in connection therewith as the Trustee shall deem necessary or desirable.

(12) To borrow money for such time and upon such terms as the Trustee shall see 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.

(13) To advance money to any trust created hereunder for any purpose of the trust, and to repay the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.

(14) To hold money in the custody of the Trustee while awaiting distribution or investment under the terms hereof, even though such money be commingled with the funds of the Trustee (in which case the Trustee shall keep a separate account of the same), and the Trustee shall not be required to pay interest thereon.

(15) To appoint, employ, remove and compensate such attorneys, agents and representatives, individual or corporate, as the Trustee shall deem necessary or desirable for the administration of the trust, and to treat as an expense of the trust any compensation so paid.

(16) To hold property or securities in bearer form, in the name of the Trustee, or in the name of the nominee of the Trustee, without disclosing any fiduciary relation.

(17) To keep any property constituting a part of said 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 shall deem necessary or desirable.

(18) To determine whether any money or property coming into the hands of the Trustee 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 as the Trustee shall deem just and equitable, notwithstanding the provisions of any state principal and income laws. Notwithstanding the preceding sentence, any proceeds of a qualified pension, profit sharing, stock bonus, Keogh or retirement plan, trust contract, account, annuity or bond, or individual retirement account, or any non-qualified deferred compensation agreement, salary continuation agreement or similar arrangement, shall be treated as principal, except that any income earned from such proceeds following my death shall be treated as income. No determination is permitted hereunder to the extent the determination would diminish the estate tax marital or charitable deductions otherwise available to my estate.

(19) To (i) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) institute

legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state or federal agency concerned with environmental compliance, or by a private litigant; (iv) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.

(20) To combine or otherwise merge two or more trusts or shares hereunder into a single trust or share if they have the same provisions and beneficiaries, or to hold and administer such trusts or shares as separate trusts or shares.

(21) To divide any trust hereunder into two or more separate trusts, and to divide any devise, bequest or transfer to any trust hereunder into devises, bequests or transfers to the two or more separate trusts in order that the federal generation skipping transfer tax inclusion ratio for each such trust shall be either zero or one, or in order to avoid or minimize said generation skipping transfer tax, and if such division is made, to select the trust or trusts from which any part or all of any payment of income or principal to any beneficiary thereof shall be made, and to recombine said trusts back into a single trust at any time.

(22) To hold, as a matter of administrative convenience, any two or more trusts for the same beneficiary or beneficiaries, as a single trust, without physically dividing the same until actual division becomes necessary in order to make distribution, making division thereof only upon books of account by proper entries and allocating to each trust its proportionate part of receipts and expenditures, but such failure to make division shall not change the beneficial interest of any person nor defer the vesting of any estate which would otherwise vest.

(23) To pay from income any expenses reasonably necessary for the administration of the trust, and in the event the income is insufficient for such payments, to pay the same from the principal thereof.

(24) To exercise any power hereunder, either acting alone or jointly with others.

(25) To pay the funeral and burial expenses of any beneficiary from the principal of the trust from which income has been payable to such beneficiary.

(b) ***Merger of Trusts.*** Concurrently with my execution of this Trust Instrument, my spouse has executed a trust instrument that has provisions that are substantially similar to provisions set forth in this Trust Instrument. Following the death of both my spouse and me, it may be desirable for purposes of administration to merge trusts under this Trust Instrument with trusts created by my spouse under my spouse's trust instrument. Accordingly, I authorize my Trustee to merge any trust under this Trust Instrument with any trust under my spouse's trust instrument which is substantially identical to the trust under this Trust Instrument, so that property that would otherwise be given to the trust under this Trust Instrument may be added to, merged with, and administered and disposed of as a part of the property held in the substantially identical trust under my spouse's trust instrument. Similarly, I authorize the merger of trusts under my spouse's trust instrument with trusts under this Trust Instrument that are substantially identical, so that property to be given to the trusts under my spouse's trust instrument may be added to, merged with, and administered and disposed of as a part of the property held in the substantially identical trusts under this Trust Instrument. Any decision by the Trustee to merge or not to merge a trust hereunder shall be made in the sole and absolute discretion of the Trustee, and the Trustee shall be relieved of all liability therefor. This right of merger shall also apply to substantially similar trusts under subsequent trust instruments or wills executed by my spouse or me.

(c) ***Special Power and Requirement Regarding Residence.*** I authorize and require the Trustee to retain any residence I may own at the time of my death as an asset of any trust hereunder so long as my spouse, JUDY R. AUSTIN, desires the Trustee to do so and the Trustee shall be relieved of all liability for doing so. Thereafter, the Trustee may sell and convey same at public or private sale, without order of court, to such person or entity (including but not limited to, my spouse), and at such time and price and upon such terms and conditions, including credit, as determined by the Trustee, in its sole discretion. During the period that such property may be held as an asset of any trust hereunder, my spouse shall be permitted to use and occupy the same free of rent.

(d) ***Special Powers Regarding Closely Held Business.*** A principal concern of mine is the preservation and continued operation of certain closely held business interests for the long term benefit of my spouse and children. Therefore, in addition to the foregoing powers, the Trustee shall have the power, exercisable in the discretion of the Trustee and without court order, to purchase or retain any business interest, including, but not limited to shares of stock, partnership interests, or other interests in or indebtedness of any business of which I am or become an owner, even though it may constitute all or a large portion of my estate or any trust thereunder; to comply with the provisions of any agreement restricting transfer of the interest; to participate in the conduct of the related business or rely upon others to do so, and to take or delegate to others discretionary power to take any action with respect to the management by and affairs of the Trustee which an individual could take as outright owner of the business or business interest, including the voting of stock and the determination of all questions of policy. The Trustee, without regard to duties with respect

to diversification of trust assets, even if the same shall constitute my entire estate, shall incur no liability for any loss to the trust arising therefrom. This authorization is not intended to be a limitation on any other powers of the Trustee.

(e) ***Special Power to Deal with My Spouse's or My Estate.*** The Trustee is authorized to purchase for any trust herein created, upon such terms and conditions as the Trustee may deem advisable, any property which may be held or owned by my spouse's or my estate, and the Trustee may continue to hold the same as suitable investments hereunder, without liability for any depreciation in value. The Trustee shall be further authorized to make loans to my spouse's or my estate from any trust herein created, upon such terms and conditions as the Trustee may deem advisable, without regard to any fiduciary duties with regard to diversification of investments. This authorization is not intended to be a limitation on any other powers of the Trustee.

(f) ***Special Power with Regard to Individual Retirement Accounts and Similar Benefit Plans.*** Without in any way limiting the powers of the Trustees, I expressly authorize the Trustees to make direct "trustee-to-trustee" or similar type transfers of the assets contained in any individual retirement account; qualified pension, profit sharing, stock bonus, Keogh or other retirement plan benefits; or other benefits or rights under similar arrangements. For example, I authorize the Trustees to arrange for the direct transfer of assets in an inherited individual retirement account of which it is the beneficiary to another individual retirement account which will be an inherited individual retirement account that benefits the trust. I further authorize my Trustees to make direct rollovers and similar transfers from qualified plans to eligible retirement plans and similar arrangements as provided in Section 401(a) of the Internal Revenue Code.

ARTICLE XVII PROVISIONS CONCERNING TRUSTEE

(a) ***Trustee's Consent.*** The Trustee has joined in the execution of this instrument for the purpose of evidencing its consent to act as Trustee hereunder pursuant to the terms hereof.

(b) ***Decisions by Majority of Trustees.*** Except as otherwise specifically provided in this Trust Instrument, the act, determination or decision of a majority of my Trustees, as the case may be, with respect to all matters, shall be deemed the act of all of them for all purposes and shall have the same force and effect and be legally binding as if all of them had joined therein. A dissenting Trustee shall not be liable, responsible or accountable for any act of the majority, save for his or her own misconduct or failure to exercise reasonable care, diligence and prudence.

(c) ***Ancillary Administration.*** If it becomes necessary to have administration of any trust or share thereof in any state in which the Trustee shall not be qualified to serve, the Trustee may nominate and appoint any person or organization as ancillary trustee thereof, and may compensate such ancillary trustee for said services. Such ancillary trustee shall complete the administration and make such disposition of the property so administered as the Trustee may require, and in doing so shall have the same rights, powers, duties and discretion herein conferred upon the Trustee.

(d) ***Portability.*** I hereby expressly provide that my spouse, **JUDY R. AUSTIN**, may at any time terminate the appointment of the corporate Trustee named herein and appoint any new corporate Trustee as my spouse may select, whose capital stock and surplus combined shall not be less than Ten Million and no/100 Dollars (\$10,000,000.00); provided, however, that if my spouse so elects my spouse must notify the said corporate Trustee in writing at least sixty (60) days before the appointment of the successor corporate Trustee shall take effect. Said writing shall bear the same formality as a conveyance of real property and shall be duly recorded in the probate court or such similar place for recording deeds in the jurisdiction which has primary jurisdiction over administration of my estate, and shall designate therein a substitute corporate Trustee which shall have the same rights, powers and duties thereafter as herein given to the said original corporate Trustee. After receipt of said notice, the said corporate Trustee shall deliver to the substituted corporate Trustee all trust property remaining in its possession belonging to said trust, after first deducting therefrom all fees and charges to which it is entitled, including the fee for its services as herein prescribed. The said corporate Trustee shall execute all instruments necessary to pass title from itself as corporate Trustee to the substituted corporate Trustee. Upon the completion of said transfer in accordance with the provisions hereof, the said corporate Trustee shall forthwith stand discharged. Similar subsequent changes in the corporate Trustee may be made by my spouse, under the same conditions and following the same procedure as set out above; provided, however, that no such change shall be made more frequently than once in any five-year period.

(e) ***Designation of Successor Trustees.*** I intend for the persons currently serving as Trustees to be able to determine who will succeed them as Trustees. Accordingly, my spouse, **JUDY R. AUSTIN**, at any time while my spouse is serving as a Trustee of any trust hereunder, may terminate the appointment of the Trustees who are to succeed my spouse, and may designate other Trustees to succeed my spouse. The successor Trustees, whether designated by my spouse or me, may, at any time while serving in such capacity, thereafter terminate the appointment of the Trustees who are to succeed them, including any successor Trustees designated by my spouse, and may designate other Trustees to succeed them. If more than one person is serving as Trustee, the Trustees shall take such action by unanimous consent. If only one person is serving as Trustee, the Trustee shall take such action alone. The termination of the appointment of a Trustee and the designation of a successor Trustee shall be in writing, such writing to be executed with all of the formalities of a deed. A

designation of successor Trustees may be revoked in like manner, and subsequent designations may thereafter be made. The designations of successor Trustees may include the designation of successors to the successor Trustees. While serving, each successor Trustee shall have the power to designate his or her successor Trustees by a writing executed as hereinabove described.

(f) ***Resignation of Trustees.*** Any Trustee may resign as Trustee of any trust hereunder with the consent of a court of competent jurisdiction or by obtaining the written consent of a majority in number of the beneficiaries to whom the current trust income of such trust may or must then be distributed, and not in the manner set forth in Alabama Code section 19-3-322(24). If any beneficiary so entitled to act is then under legal disability, the instrument of approval may be signed by the conservator or natural guardian of such person on his or her behalf. Unless a successor Trustee is otherwise appointed pursuant to the terms hereof, a majority of such beneficiaries (or such conservators or natural guardians) shall have the power to appoint a successor Trustee. Upon the failure to make such appointment within thirty days of receipt by the current Trustee of said written consent, the current Trustee may petition a court of competent jurisdiction to appoint a successor Trustee.

(g) ***Rights and Duties of Successor Trustees.*** Any successor Trustee shall have and may exercise all the title, rights, powers, duties and discretion conferred or granted to the original Trustee without court order or act of transfer. No successor Trustee shall be personally liable for an act or failure to act of any predecessor Trustee. A successor Trustee may accept the account furnished, if any, and the property delivered by or for a predecessor Trustee without liability for so doing.

(h) ***Compensation.*** No individual named shall receive compensation for his or her services in any fiduciary capacity hereunder, unless he or she elects to do so within a reasonable period of time after commencing to render such services, in which event, he or she shall receive reasonable compensation for his or her services. The corporate fiduciary shall be entitled to reasonable compensation for its services hereunder. Such compensation may be paid without prior approval of any court. I do not intend for this provision to preclude a review of the reasonableness of such compensation by a court of competent jurisdiction in an appropriate proceeding.

(i) ***Gender and Number.*** Whenever the word "Trustee or "Trustees" is used, it shall be construed either as singular or plural, and masculine, feminine or neuter, whichever is proper in accordance with the context.

(j) ***Environmental Losses.*** No Trustee shall be liable for any loss or depreciation in value sustained by any trust hereunder as a result of the Trustee's retaining any property upon which there is later discovered to be hazardous materials or substances requiring remedial action pursuant to any federal, state or local environmental law, unless the Trustee

contributed to the loss or depreciation in value through willful default, willful misconduct, or negligence.

**ARTICLE XVIII
RIGHTS RESERVED TO ME**

(a) ***Amendment and Revocation.*** This trust is hereby created and the interests hereunder are vested subject to the express condition and reservation of the power in me at any time and from time to time to alter, amend or modify this Trust Instrument with written consent of the Trustee, to revoke this Trust Instrument, and to withdraw all or any part of the property constituting said trust estate from the terms of this Trust Instrument, by an instrument in writing signed by me and delivered to the Trustee; provided I am not incapacitated, such incapacity to be determined as hereinbefore provided or as otherwise provided by law. 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.

(b) ***Other Reserved Powers.*** Except as herein provided, the powers herein reserved to me are to be exercisable solely by me and by no other person. In particular, the power to alter, amend, modify or revoke this Trust Instrument, to withdraw property constituting the trust estate, or to demand receipt of income or of any distribution, shall not be exercisable by any custodian, guardian, conservator, attorney in fact, or other person purporting to act for me. Notwithstanding the foregoing, powers herein reserved to me may be exercised by an attorney-in-fact pursuant to a power of attorney if such power of attorney expressly refers to this Trust Instrument and then only to the extent such power of attorney expressly grants to such attorney-in-fact the right to exercise some or all of the powers herein reserved to me.

(Grantor's Signature on Following Page)

IN WITNESS WHEREOF, I, the undersigned **JERRY R. AUSTIN**, as Grantor and Trustee, have executed and affixed my seal to multiple copies of this Trust Instrument, all of which shall be deemed an original, effective as of the day and year herein first written.

GRANTOR AND TRUSTEE:

 (SEAL)
JERRY R. AUSTIN

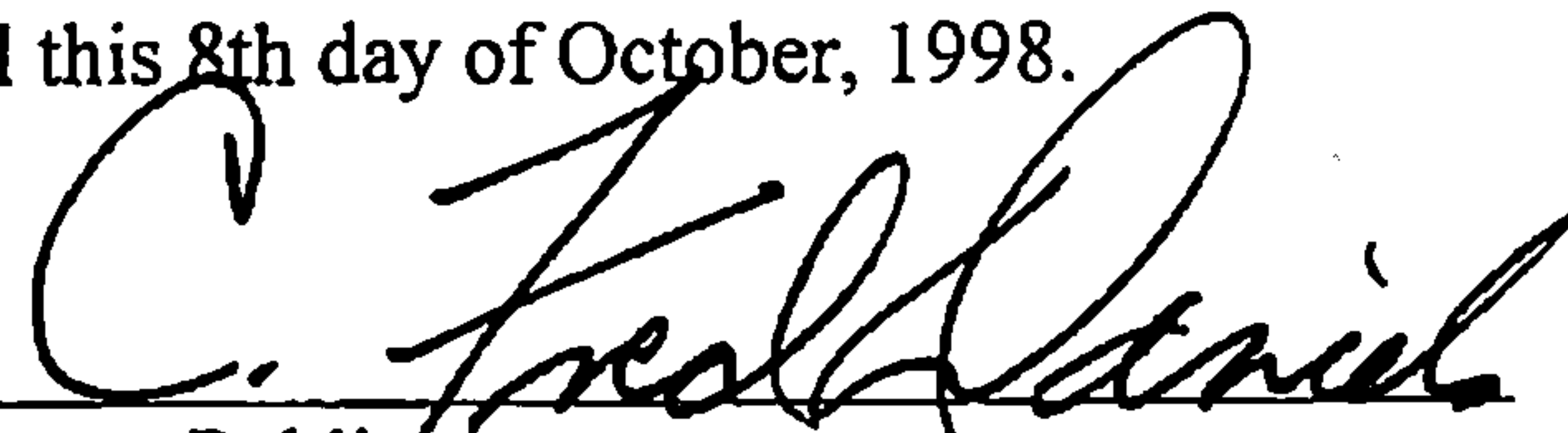
STATE OF ALABAMA)

:

JEFFERSON COUNTY)

I, the undersigned authority in and for said county in said state hereby certify that **JERRY R. AUSTIN**, whose name is signed to the foregoing instrument as Grantor and Trustee and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily as of the date first above written.

Given under my hand and seal this 8th day of October, 1998.


Notary Public

[SEAL]

My commission expires September 14, 2002

65861

EXHIBIT "A"

The property listed on this Exhibit "A" is ten dollars (\$10.00) in cash.

Ten dollars (\$10.00) in cash was attached to the first copy of this Trust Instrument to be executed and was delivered to the Trustee.

20190724000263480 07/24/2019 11:32:45 AM TRUST 28/28



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/24/2019 11:32:45 AM
\$17.00 CHERRY
20190724000263480

Allen S. Bayl