

STATE OF ALABAMA)
SHELBY COUNTY)

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JOEL E. BEARDEN IRREVOCABLE GRANDCHILDREN'S TRUST A

THIS AGREEMENT, made and entered into on this the 3rd day of Nov., 1978, by and between JOEL E. BEARDEN, of the City of Helena, State of Alabama (hereinafter sometimes referred to as "Grantor"), and JOEL ELWYN BEARDEN, JR. and RALPH WEBSTER BEARDEN, of the City of Helena, State of Alabama (hereinafter sometimes referred to as the "Trustees"); as follows:

W I T N E S S E T H:

WHEREAS, the Grantor desires to grant, out of his present holdings and property, and create therewith a trust, or several trusts, which shall be for the benefit of his grandchildren, Mickey Bearden, Kim Bearden, Staci Bearden, David Edgar Lewis, Pamela Irene Lewis, Cindy Bearden, Ramona Bearden, Chris Donald Genry, Timothy Genry and Scott Genry.

WHEREAS, the said Trustees hereinabove named have agreed to accept said trusteeship, and all interest and property which may come to them by reason of this Agreement, for the benefit and use of said beneficiaries, all in accordance with the provisions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, it is hereby understood and agreed by and between the parties hereto as follows:

GRANT OF TRUST

The said Grantor does hereby grant, assign, set over, transfer and deliver to the Trustees, their successors and assigns, the property listed on Exhibit "A" attached

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Bearden, Elwyn & Staci

hereto. Said trust property shall be held by said Trustees, both as to the interest, income and profits to be received therefrom, and/or from the investment or reinvestment of said principal, interest, income or profits, and such additional property as may be hereafter acquired by the Trustees under the terms and provisions of this trust, for the use and benefit of the Grantor's said above-named grandchildren, as is more specifically set out herein.

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

DUTIES AND POWERS

In the management and control of any trust created herein, the Trustees shall hold and manage said property and such other property as Trustees may subsequently acquire pursuant to the power and authority herein given to Trustees with the following powers and authority all and singular:

(a) To sell, exchange, transfer or convey, either before or after option granted, all or any part of said trust estate upon such terms and conditions as Trustees see fit, to invest and reinvest said trust estate and the proceeds of sale or disposal of any portion thereof, in such loans, stocks, bonds or other securities, mortgages, common trust funds, or other property, real or personal, whether so-called "legal" investments of trust funds or not, as to Trustees may seem suitable, and to change investments and to make new investments from time to time as to Trustees may seem necessary or desirable.

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

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

(d) To hold any property or securities originally received by Trustees as a part of said trust estate, particularly including any stock or interest in any family corporation, partnership or enterprise, so long as Trustees shall consider the retention thereof for the best interest of said trust estate, irrespective of whether such property or securities are a so-called "legal" investment of trust funds, without liability for depreciation or loss through error of judgment, and in disposing of any property constituting a part of said trust estate, to acquire other property which is not a so-called "legal" investment of trust funds, where such course is, in the opinion of Trustees, for the best interests of said trust estate.

(e) To set up reserves out of income to meet items of depreciation and obsolescence deemed by Trustees to be a proper charge against income.

(f) To keep any property constituting a part of said trust estate properly insured against fire and tornado, and other hazards, to pay all taxes or assessment, mortgage or other liens now or hereafter resting upon said property, and generally, to pay all of the expenses of the

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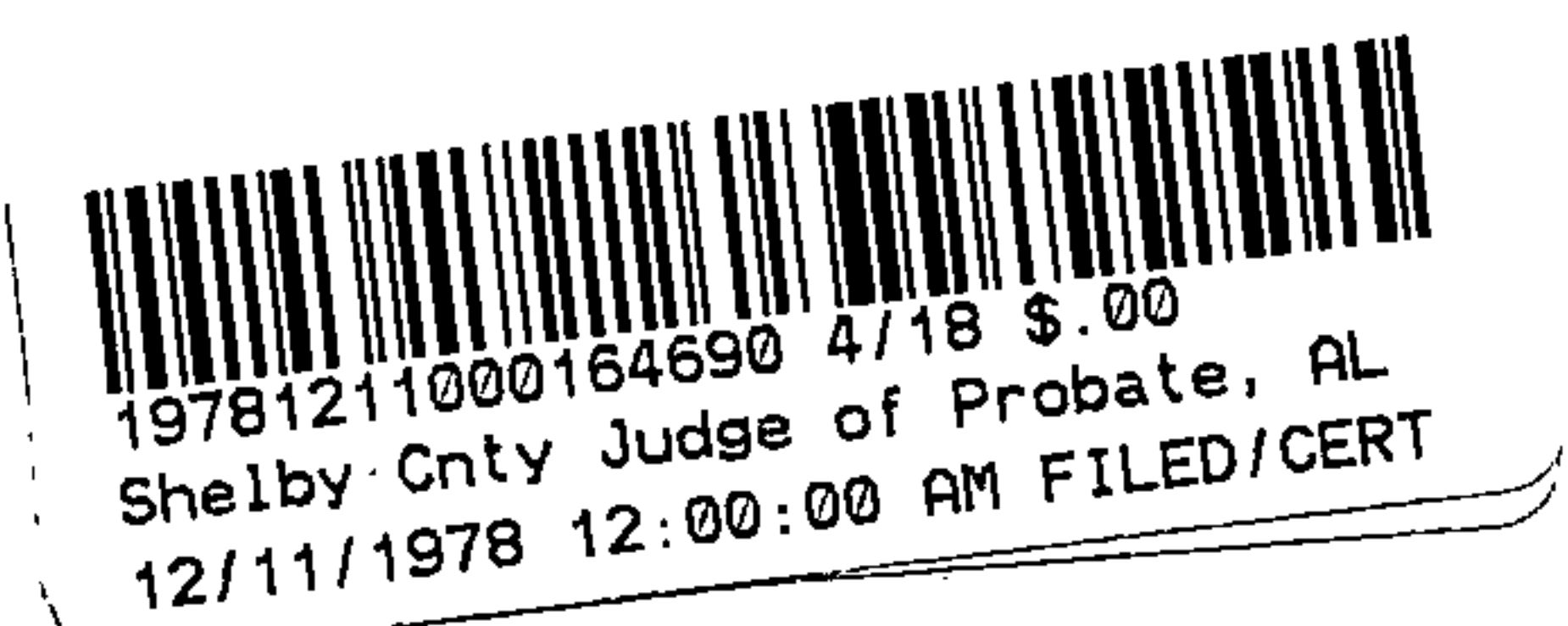
trust incurred in the exercise of the powers herein vested in Trustees which, in the judgment of Trustees, may be proper or necessary.

(g) To make divisions and distributions hereunder provided for, either in cash or in kind, or partly in cash and partly in kind, and for that purpose to determine the values thereof, and to determine the identity of persons entitled to take hereunder.

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

(i) To vote in person or by proxy upon all stocks held by Trustees, to unite with other owners of similar property in carrying out any plans for the reorganization of any corporation or company whose securities form a portion of the trust estate, to exchange the securities of any corporation for other securities upon such terms as Trustees shall deem proper, to assent to the consolidation, merger, dissolution or reorganization of any such corporation, to lease the property or any portion thereof of such corporation to any other corporation, to pay all assessments, expenses and sums of money as Trustees may deem expedient for the protection of the interest of the trust estate as the holder of such stocks, bonds or other securities, and generally, to exercise, in respect to all securities held by Trustees, the same rights and powers as are or may be exercised by persons owning similar property in their own right.

(j) To institute and defend any and all suits or legal proceedings relating to the said trust estate, in any court, and to employ counsel and to compromise or submit to arbitration all matters of dispute in which said trust estate may be involved as in the judgment of Trustees may be necessary or proper.



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

(l) To pay from and out of income of the trust property any and all expenses reasonably necessary for the administration of the trusts, including interest, taxes, insurance, including public liability insurance, and compensation to Trustees, as well as any other expense incurred for the benefit of trust estate, and in the event the income from the trust property is insufficient for the purpose of paying such expenses, to pay the same from the corpus of trust estate.

(m) To execute and deliver any and all contracts, conveyances, transfers or other instruments, and to do any acts necessary or desirable in the execution of the powers herein vested in Trustees.

(n) To purchase insurance and to pay premiums on the life of any beneficiary under the trust.

(o) Notwithstanding anything herein contained to the contrary, no powers enumerated herein, nor any powers accorded to Trustees generally pursuant to law, shall be construed to enable any person, whether Grantor, Trustees, beneficiary, or otherwise to purchase, exchange, or otherwise deal with or dispose of the capital or income of the trust estate for less than an adequate interest or security. No person other than Trustees shall have or exercise the power to vote or direct the voting of any stock or other securities of the trust estate, to control the investment of the trust estate, either by directing investments or reinvestments or

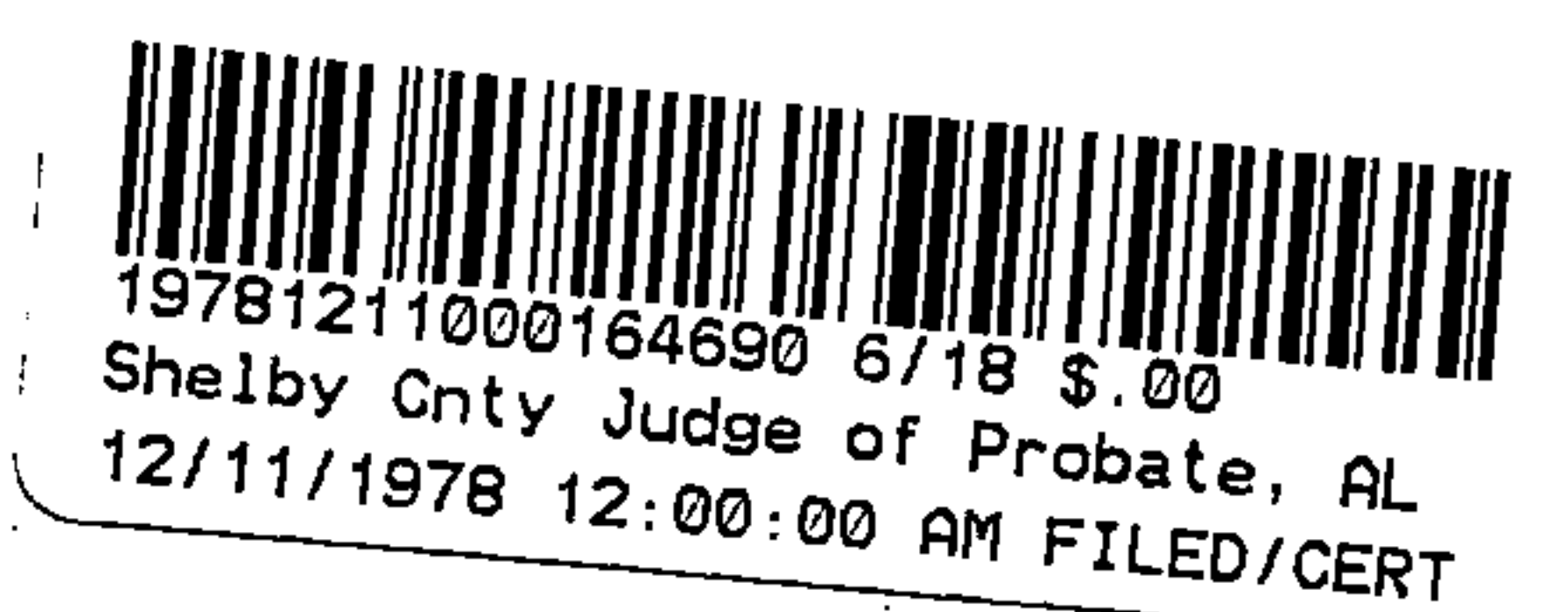
by vetoing proposed investments or reinvestments, or to reacquire or exchange any property of trust estate by substituting other property of an equivalent value.

TRUST ESTATE

The Trustees shall hold, manage and control the property comprising the trust estates, collect the income therefrom, and shall distribute the net income derived therefrom and the corpus thereof; for the sole benefit of Mickey Bearden, Kim Bearden, Staci Bearden, David Edgar Lewis, Pamela Irene Lewis, Cindy Bearden, Ramona Bearden, Chris Donald Genry, Timothy Genry and Scott Genry (hereinafter for convenience referred to as "Beneficiaries"), grandchildren of the Grantor, upon the following terms:

1. All of the trust property shall be considered divided into separate parts, an equal part for each Beneficiary, each part to be considered as a separate and distinct trust (hereinabove and hereinafter sometimes called "trust estates"). Trustees are authorized for the sake of convenience, to refrain from making a physical separation of the trust assets into separate parts if such treatment will facilitate the administration of the trust estates. Trustees are authorized to mingle and commingle investments, but it is specifically understood and agreed that Grantor is creating individual and separate trusts, in equal amounts.

2. Until a Beneficiary shall reach his or her twenty-first (21st) birthday, the Trustees may distribute to him or her or apply for his or her sole benefit, so much of the income and corpus of his or her trust estate at such time or times and in such amounts and manner as the Trustees in their sole discretion shall determine. Any income which the Trustees shall decide not to distribute may be accumulated as income or may be added to the corpus of his or her trust as the Trustees shall deem best.



3. When a Beneficiary shall have reached his or her twenty-first (21st) birthday, the trust for such Beneficiary shall terminate and the trust property then held by the Trustees for the said Beneficiary shall be paid over and distributed to him or her outright; provided, however, that the said Beneficiary must within six (6) months after he or she reaches his or her twenty-first (21st) birthday, direct the Trustees by written notice to terminate the trust and the trust property then held by the Trustees for the said Beneficiary shall be paid over and distributed to him or her outright. If the said Beneficiary does not compel immediate distribution of the trust property by giving written notice to the Trustees, the Trustees shall continue the trust until terminated as hereinafter provided. In such event, the trust's net income earned after the said Beneficiary has reached his or her twenty-first (21st) birthday, shall be paid to him or her annually or, if the Trustees in their sole discretion deem it appropriate or advisable, more frequently. During the period any trust is continued after a Beneficiary reaches his or her twenty-first (21st) birthday, the Trustees may distribute to him or her or apply for his or her benefit, so much of the accumulated income and corpus of his or her trust estate at such time or times and in such amounts and manner as the Trustees in their (sole) discretion shall determine. When terminated as hereinafter provided all said trust property then remaining shall be distributed to him or her outright.

4. Should a Beneficiary die before reaching his or her twenty-first (21st) birthday (or on or before the termination of the trust if extended), then the trust for the Beneficiary shall terminate and all trust property then held by the Trustees for the said Beneficiary shall be paid over and distributed to such person, persons, or corporations,

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including the Beneficiary's own estate, in such amounts and in such manner as the said Beneficiary may appoint by his or her Last Will and Testament duly admitted to probate by a court of competent jurisdiction, provided that this power of appointment is specifically referred to by the terms of such Will. Should the said Beneficiary die before reaching his or her twenty-first (21st) birthday (or on or before the termination of the trust if extended) and fail to exercise validly the general testamentary power of appointment herein conferred upon him or her, then, and in such event, the Trustees shall transfer and pay over to the descendants then living of such Beneficiary so dying, in equal shares per stirpes, the trust for said Beneficiary so dying; provided that if any descendant of such Beneficiary so dying shall not at said time have attained the age of twenty-one (21) years, then, though the share of such descendant in said trust shall be deemed then to have vested in him or her, and shall be payable to his or her estate in the event of his or her death prior to attaining the age of twenty-one (21) years, the Trustees shall continue to hold the same in trust for him or her until he or she shall attain the said age of twenty-one (21) years, using and applying for his or her support, education and comfort, such part of the net income or principal from his or her share of said trust as the Trustees deem necessary or desirable for said purpose; or, if there be no such lineal descendants of such Beneficiary so dying, the Trustees shall pay over and distribute all of the deceased Beneficiary's trust assets to such of Grantor's grandchildren and the descendants of any deceased grandchild of Grantor, as then are living, whether or not they are otherwise beneficiaries under this trust, in equal shares, per stirpes; provided that if any such grandchild or descendant of a deceased grandchild of Grantor shall then have

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property held in trust under this said Irrevocable Grandchildren's Trust A, or under the Joel E. Bearden Irrevocable Grandchildren's Trust B established by the Grantor on the same date as this trust, their said share of the deceased Beneficiary's trust assets shall be added to the trust estate maintained for them under such trust. If there are no grandchildren or descendants of grandchildren of Grantor then surviving, the said deceased Beneficiary's trust assets shall be paid over and distributed to such person or persons as would be entitled to inherit the property constituting that portion of said trust estate and in the proportions in which they would be entitled to inherit the same from the Grantor under the laws of Alabama then in force, had the Grantor died at said time a resident of Alabama intestate and owned said property.

MISCELLANEOUS PROVISIONS

1. As to the net income, which by any other provisions of this trust may be payable to a Beneficiary, he or she shall have no right or power, either directly or indirectly, to anticipate, discharge, mortgage, encumber, assign, pledge, hypothecate, sell or otherwise dispose of all or any part thereof, until the same shall have been actually paid in hand to him or her by Trustees.

2. Grantor or any other person may at any time and from time to time, add cash, securities or other property, real or personal, to the principal of the trust estate herein created by deed, gift or will. Any additions to the trust estate shall be held, administered or distributed as an integral part of the principal thereof in accordance with all of the terms and provisions of this Agreement.

3. Where Grantor has herein directed that funds

be used and applied by the Trustees for the benefit of

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any minor beneficiary, the Trustees may, in their discretion, pay over such sums to the persons having custody of such beneficiary, or to such other person as they may select, including the beneficiary, to be used and applied for the purposes herein directed, and the receipt of such persons shall be full discharge to the Trustees as to any sums so paid.

4. During the minority of the Beneficiaries, the Trustees may pay, transfer or assign income or corpus in any one or more of the following ways: (i) directly to the Beneficiaries in such amount as the Trustees may deem advisable as an allowance; (ii) to the guardian of the person or of the property of the Beneficiaries; (iii) to a relative of the Beneficiaries upon the agreement of such relative to expend such income or corpus solely for the Beneficiaries benefit; (iv) by expending such income or corpus directly for the benefit of the Beneficiaries, including but not limited to expenditures for advanced educational purposes, including travel.

5. Notwithstanding anything herein to the contrary, if at the time of Grantor's death or Grantor's said wife's death any property which shall then be held in said trust estate hereunder shall be included in Grantor's gross estate or Grantor's wife's gross estate for the purpose of fixing any estate taxes payable by reason of Grantor's or Grantor's said wife's death, then and in that event Grantor directs that the Trustees shall pay to the estate of Grantor or Grantor's said wife, out of the property of said trust estate so included in Grantor's gross estate or Grantor's said wife's gross estate, an amount equal to the difference between the total inheritance, estate, transfer, succession and other death taxes or duties (including any interest or penalty thereon) imposed by any jurisdiction whatsoever by

reason of Grantor's death or Grantor's said wife's death and the total inheritance, estate, transfer, succession and other death taxes or duties (including any interest or penalty thereon) imposed by any jurisdiction whatsoever which would have been payable by reason of Grantor's death or Grantor's said wife's death if none of the said trust estate had been includible in Grantor's gross estate or Grantor's said wife's gross estate for the purpose of fixing the said taxes payable by reason of Grantor's death or Grantor's said wife's death. The Trustees hereunder shall be absolutely protected in paying over to Grantor's executor or Grantor's said wife's executor such amount as said executor shall certify, in writing, to be the amount payable to Grantor's estate or Grantor's said wife's estate by the preceding sentence of this paragraph and said Trustees shall have no duty or obligation to inquire as to the correctness, or as to the propriety of the payment, of any amount so certified or to see to the application thereof by Grantor's executor or Grantor's said wife's executor.

6. Any provision in this entire Agreement to the contrary notwithstanding, if, prior to the termination of the trust estates herein created, and while Grantor is still living, any of the beneficiaries who are entitled to share in the trust estates herein created should die, leaving Grantor as one of the heirs, devisees or legatees of such deceased beneficiary, either by will or by operation of law, then Grantor specifically directs that, for the purposes of disposing of any interests in the trust estate of such deceased beneficiary, Grantor shall not be counted or considered as one of the heirs, devisees or legatees of the beneficiary so dying, Grantor relinquishing, releasing and renouncing any and all such rights therein, and no part of the trust estates herein created for such deceased beneficiary



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shall ever revert to or revest in Grantor. It is the express intention of Grantor that, under no conceivable circumstances whatever, shall any part of any of the trust estates herein created ever revert to or revest in Grantor by operation of law or otherwise. Grantor hereby renounces, for himself and his estate, any interest, whether vested or contingent, including any reversionary rights or possibility of reverter, in the corpus and income of the trust hereby created, and any power to determine or control, by alteration, amendment, revocation or termination, or otherwise, the beneficial enjoyment of the corpus or income of the trust hereby created.

ADDITIONS TO TRUST

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

1. The additions so received shall be immediately added to the trust estate and be held, invested and managed, and the payments therefrom made, in accordance with the provisions hereof. Said additions shall be listed on a schedule and said schedule shall be signed by the donor and Trustees, and attached to and made a part of this Trust Agreement.

2. With respect to such additions, Grantor hereby grants to each of his above-named grandchildren who are beneficiaries of this trust estate, and who have reached the age of twenty-one (21) years, the noncumulative yearly right to appoint to himself and herself the amount of such addition, but in no event greater than Five Thousand Dollars (\$5,000.00) payable in cash or other property immediately upon the receipt by the Trustees of a demand in writing. The amount

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of such additions appointed pursuant to the right to appoint set forth hereinabove, shall be shared proportionately amongst those beneficiaries exercising their yearly right of appointment under the provisions herein.

3. The Trustees shall notify the beneficiaries in writing, of any additions, provided, however, that if said additions are made at a time close to year end so that written notice would not give the beneficiaries sufficient time to exercise the right granted herein, the notice shall be transmitted in the means deemed most appropriate by the Trustees to allow the beneficiaries sufficient time to react, but, in any event, written confirmation of said notice shall be given to said beneficiaries as soon as practicable thereafter.

4. If the donor of an addition to this trust desires that the addition not be subject to the power of appointment granted in this provision the donor may so designate in writing presented to the Trustees at or before the date of the gift and said addition will not be subject to the power of appointment granted in this provision.

LIABILITY OF TRUSTEES

Grantor hereby releases Trustees and any successor Trustees from the necessity of making bond of any nature or description. Grantor also releases Trustees or the successor Trustees from filing any accounting in any court, but directs that Trustees or the successor Trustees shall make available to any interested party records showing all income and disbursements of said trusts.

SUCCESSOR TRUSTEE

The Trustees of this trust, Joel Elwyn Bearden, Jr. and Ralph Webster Bearden, shall have the right to

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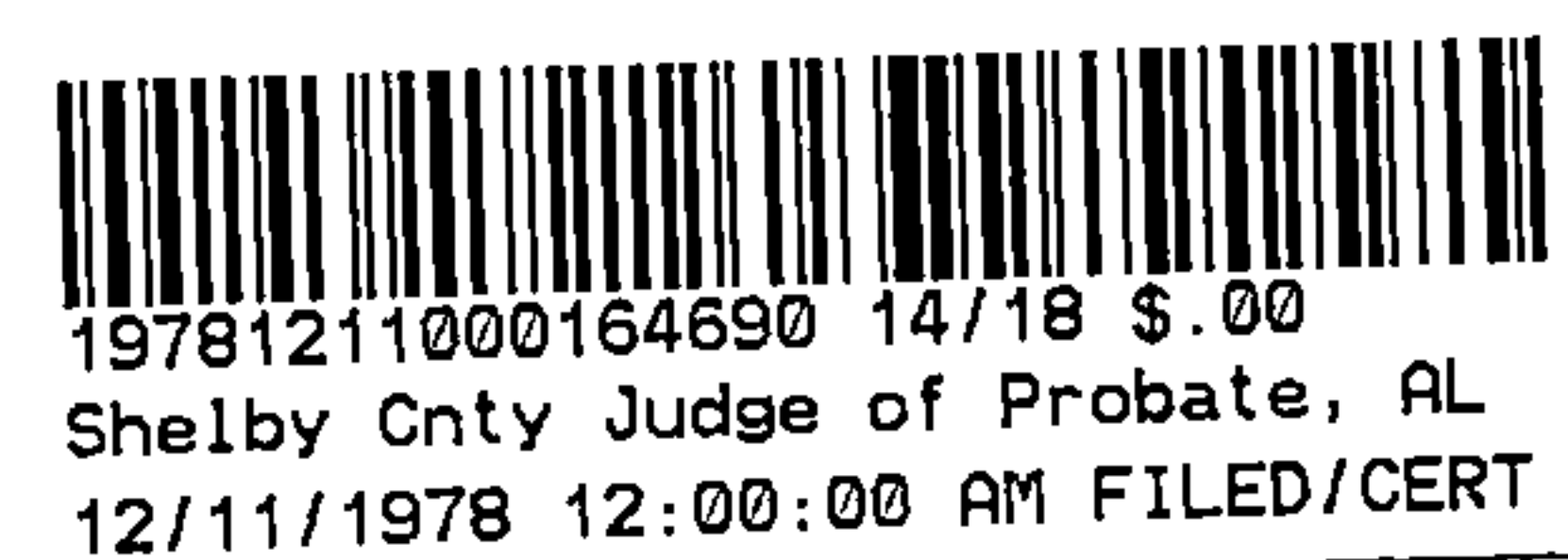
select and appoint a successor as Trustee for either or both of them in the event of the death, incapacity to act, unwillingness to serve, or resignation of Joel Elwyn Bearden, Jr. or Ralph Webster Bearden, as Trustees, and such selection may be made prior to or in anticipation of such event. On the happening of such event, such successor Trustee shall have all the rights, powers, duties and discretion herein vested in the original Trustee. In the event of the death, incapacity to act, unwillingness to serve, or resignation of either Joel Elwyn Bearden, Jr. or Ralph Webster Bearden as Trustees, prior to the selection of a successor, the remaining Trustee alone shall select and appoint a successor to serve as Co-Trustee and that successor shall have all the rights, powers, duties and discretion herein vested in the original Trustee.

TRUST IRREVOCABLE

Grantor specifically directs that the trusts herein created are irrevocable and that there are no conditions or reservations of power in Grantor to revoke, alter or amend this agreement, in whole or in part, or to free any or all of the property constituting said trust estate from the terms of this said trust. For the purpose of disposing of any interest in the trust estates created herein, Grantor shall not be counted or considered as one of the heirs, devisees or legatees of any Beneficiary and Grantor does specifically relinquish and renounce any rights or inheritance from any of the Beneficiaries herein.

TERMINATION

Grantor specifically directs that if any trust herein created is continued beyond the twenty-first (21st) birthday of the Beneficiary of that trust estate by the



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terms of this trust, the trust herein created shall continue with respect to that trust estate until such time as the Trustees in their sole and absolute discretion deem it necessary or desirable to terminate this trust; provided, however, that in no event shall any trust created hereunder continue beyond twenty-one (21) years after the death of the last to die of those beneficiaries who are living at the date of this Agreement; and upon the expiration of such period, all trusts shall terminate and the assets thereof shall immediately be distributed outright to those persons entitled, and in the same proportions to which they are entitled to take, under the provisions hereinabove set forth, irrespective of the attained ages of such beneficiaries on such date.

DEFINITION OF TERMS

Whenever the term "Trustee" or "Trustees" is used in this Trust Indenture, it shall be deemed to refer to the trustee or trustees acting hereunder from time to time. Throughout this trust, the masculine gender shall be deemed to include the feminine and the singular the plural, and vice versa.

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

Joel E. Bearden (SEAL)
Joel E. Bearden
(GRANTOR)

Joel E. Bearden, Jr. (SEAL)
Joel Elwyn Bearden, Jr.

Ralph Webster Bearden (SEAL)
Ralph Webster Bearden
(TRUSTEES)

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STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned authority in and for said County, in said State, hereby certify that Joel E. Bearden, whose name is signed to the foregoing instrument as Grantor, 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 3rd day of Nov., 1978.

Sherry L. Ross
Notary Public com Ex 7/21/82

STATE OF ALABAMA)

COUNTY OF Shelby JEFFERSON)

I, the undersigned authority in and for said County, in said State, hereby certify that Joel Elwyn Bearden, Jr., whose name is signed to the foregoing instrument as a Trustee, 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 23rd day of November, 1978.

W. Gary Jones
Notary Public



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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority in and for said County, in said State, hereby certify that Ralph Webster Bearden, whose name is signed to the foregoing instrument as a Trustee, 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 13th day of November, 1978.

W. Gray Jones
Notary Public

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"EXHIBIT "A"

See attached copy of quit claim deed conveying property into
this trust.

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