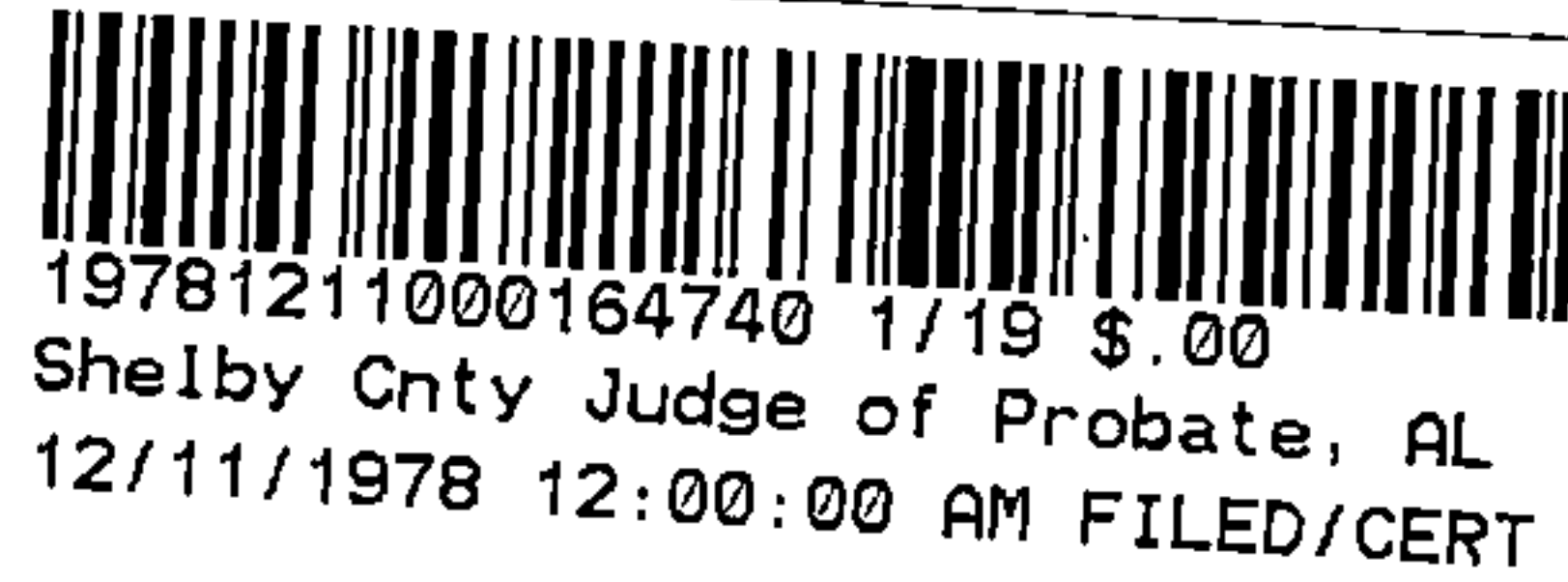


STATE OF ALABAMA)
SHELBY COUNTY)

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JOEL E. BEARDEN IRREVOCABLE GRANDCHILDREN'S TRUST B

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, Robert Eugene Owens, Jr., Linda Kathy Owens, Larry Wayne Owens, Janice Bearden Peoples, Sherry Lewis Leemon, Randy Bearden, Wayne Bearden, John Leonard Bearden, Jr., David Elwyn Bearden, and Ginger Kay Bearden.

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

SIROTE, PERMUTT, FRIEND, FRIEDMAN, HELD & APOLINSKY, P. A.

PROFESSIONAL ASSOCIATION
2222 ARLINGTON AVENUE SOUTH

REPLY TO

POST OFFICE BOX 3364A

BIRMINGHAM, ALABAMA 35205

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and assigns, the property listed on Exhibit "A" attached 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, in their sole judgment and discretion, may do and have done with respect to each trust estate, all things which, in the judgment and discretion of the Trustees, may seem necessary, desirable and proper to promote, protect and conserve the interests of the trust estate, and of the beneficiaries thereof, in like manner as if the Trustees were entitled to said property beneficially, and every determination of the Trustees in the construction of the powers conferred upon the Trustees or in any manner committed to the discretion of the Trustees, or with respect to which the Trustees may be empowered to act hereunder, whether made upon a question formally or actually raised or implied in relation of the premises, shall be binding upon all persons interested in the trust and shall not be objected to or questioned on any grounds whatsoever. Without in anyway

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limiting the generality of the foregoing, but solely in order to define with particularity certain of the powers herein vested in the Trustees, the Trustees shall have and may in their judgment and discretion, and except as specifically hereinafter provided, without notice to anyone or order of court, exercise, among others, the following powers, to be broadly construed with reference to each trust estate and each share thereof:

(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 they 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, or other property, real or personal, whether so-called "legal" investments of trust funds or not, as to them may seem suitable, and to change investments and to make new investments from time to time as to them may seem necessary or desirable.

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

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

(d) To hold any property or securities received by them as a part of said trust estate so long as they shall consider the retention thereof for the best interests of

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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 their opinion, for the best interests of said trust estate.

(e) To determine whether any money or property coming into their hands shall be treated as a part of the principal of said trust estate or a part of the income therefrom, to apportion between such principal and income any loss or expenditure in connection with said trust estate as to them may seem just and equitable, and to set up reserves out of income to meet such items of depreciation, obsolescence, future repairs or amortization of indebtedness deemed by the Trustees to be a proper charge against income. All death benefits which shall become payable under any qualified pension or profit sharing plan including a plan for self-employed individuals and owner-employees in which Grantor may be a participant shall be allocated to principal under the terms and provisions of this Trust Agreement.

(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 assessments, mortgages, or other liens now or hereafter resting upon said property, and generally, to pay all of the expenses of the trust incurred in the exercise of the powers herein vested in them which, in their judgment, 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

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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 the Trustees or in the name of some other person, partnership or corporation without disclosing any fiduciary relationship.

(i) To vote in person or by proxy upon all stock held by them, to unite with other owners of similar property in carrying out any plan 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 they 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 they 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 them, 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 their judgment may be necessary or proper.

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

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

(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 them.

(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

1. The Trustees shall apportion said trust estate into separate and equal shares or parts, one of said equal



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shares or parts to be established for each of Grantor's grandchildren named above. Each share apportioned for said Grantor's grandchildren named above shall be a separate and distinct trust. Grantor authorizes the Trustees if they so desire, for the sake of convenience, to refrain from making a physical separation of the assets of these trusts into separate equal trusts, if such treatment will facilitate the administration of said trusts. Grantor also authorizes the Trustees to mingle and commingle investments, but he wishes it specifically understood that he is creating independent trusts for all purposes.

2. The Trustees shall hold the share of any such grandchild entitled to share in said trust estate in trust for him or her until the termination of the trust as provided hereinafter. Upon the termination of the trust the Trustees shall transfer and pay over to each of Grantor's named grandchildren his or her share of said trust estate free from the trust. From and after the time when any such grandchild attains the age of twenty-one (21) years, and during the continuance of the trust as to his or her share of said trust estate, the Trustees shall transfer and pay over to him or her, for his or her support, education and comfort, and for the support, education and comfort of any person dependent upon him or her, the entire net income from his or her said share and also such additional sum or sums out of principal thereof as the Trustees may from time to time deem necessary or desirable for said purposes.

3. In the event any grandchild of Grantor entitled to share in said trust estate under the terms hereof shall die prior to the apportionment or distribution to him or her of all of his or her share of said trust estate, leaving any descendants of him or her then living, then at the death of such grandchild, the Trustees, after first paying the expenses

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of his or her last illness and proper burial, shall transfer and pay over to the descendants then living of such grandchild so dying, in equal shares per stirpes, the share of said trust estate then held in trust for such grandchild so dying; provided that if any descendant of such grandchild 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 estate 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.

4. In the event that any grandchild of Grantor entitled to share in said trust estate under the terms hereof shall die prior to the apportionment or distribution to him or her of all of his or her share in said trust estate, leaving no descendants of him or her then living, then at the death of such grandchild, the Trustees, after first paying the expenses of his or her last illness and proper burial, shall transfer and pay over the share of said trust estate then held in trust for such grandchild so dying 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, however, that if any such grandchild or descendant of a deceased grandchild of Grantor shall then have other property held in trust for him or her under any provision of this Trust or under the



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Joel E. Bearden Irrevocable Grandchildren's Trust A established by the Grantor on the same date as this Trust, then his or her share in the share of such child so dying shall be added to, merged in and administered and disposed of like such other property so held in trust for him or her.

5. In the event that any grandchild of Grantor entitled to share in said trust estate under the terms hereof shall die prior to the apportionment or distribution to him or her of all of his or her share of said trust estate, leaving no descendants of him or her, nor any of Grantor's other grandchildren, nor any descendants of any of Grantor's grandchildren, then living, then at the death of such grandchild, the Trustees shall transfer and pay over the share of said trust estate then held in trust for such child so dying to such person or persons as would be entitled to inherit the property constituting said share, 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. In the distribution of any trust herein created, made in accordance with the terms hereof, the Trustees, in their uncontrolled discretion, may pay over the shares to be distributed either in cash or in property, or partly in

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cash and partly in property, and at such valuations as to them may seem proper, and the determination of the Trustees of the value of any property for the purpose of distributing any share hereunder shall be final, conclusive and binding upon all parties interested in such distribution.

3. The invalidity of any gift, or any limitation over or interest intended, as to any property or as to any beneficiary shall not be considered materially to disturb the plan of distribution herein created or to affect the validity of any other gift or bequest or limitation over, or interest in, or trust herein given or created.

4. Where Grantor has herein directed that funds shall be used and applied by the Trustees for the benefit of 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.

5. The Trustees are specifically authorized and empowered to purchase from the estate of the Grantor and the estate of the Grantor's wife, any stock, bond, security or other property, real or personal, offered for sale by the Grantor's personal representative or Grantor's wife's personal representative, irrespective of whether or not such security or property is eligible for investment by fiduciaries under any statute or law; and the Trustees shall incur no responsibility or liability for any loss resulting to the trust estate from any such purchase or from the retention of any assets so acquired. The Trustees shall also be authorized and empowered to purchase as an investment for the trust estate, any debt, obligation, tax or liability due or owing

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by Grantor or Grantor's wife at the time of his or her death or at any time owing by Grantor's estate or Grantor's wife estate. The Trustees are further authorized and empowered to make loans to the estate of the Grantor or the estate of the Grantor's wife in such amounts, upon such terms, either with security or on mortgage of any real estate or upon pledge of any personal property held by Grantor's estate or said Grantor's wife's estate, at such rates of interest, as they see fit, and to execute mortgages or pledge agreements therefor.

6. 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

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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.

7. 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 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,

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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, 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 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. If any of Grantor's said beneficiaries is a minor at the time of such addition for that year or fails in legal capacity for any reason, the said beneficiary's legally appointed guardian may make such demand on behalf of such beneficiary. The property received pursuant to the demands shall be held by the guardian for the benefit and use of the said beneficiary.

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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 specifically releases Trustees and any successor Trustees from any liability under the terms hereof, except for conduct involving gross negligence or fraud. Grantor further releases Trustees and any successor Trustees from the necessity of making bond of any nature or description. Grantor also releases Trustees or any successor Trustees from filing any accounting in any court, but he directs that Trustees or any successor Trustee shall make available to any interested party records showing all income and disbursements of said trust.

SUCCESSOR TRUSTEE

The Trustees of this trust, Joel Elwyn Bearden, Jr. and Ralph Webster Bearden, shall have the right to select and appoint a successor as Trustee for either or both

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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 trust herein created is 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 said trust.

TERMINATION

Grantor specifically directs that the trust herein created shall continue 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 immedi-

ately 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 terms "Trustee" and "Trustees" are used in this Agreement, they shall be deemed to refer to the Trustee or Trustees acting hereunder from time to time. Throughout this Trust Agreement, the masculine gender shall be deemed to include the feminine, and the singular the plural, and vice versa.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written, and their signatures indicate, on the part of the Trustees, their acceptance of the terms of the trusts hereunder.

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)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joel E. Bearden, whose name as Grantor aforesaid is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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. Doss
Notary Public *Com 8-7/21/82*

STATE OF ALABAMA)
Shelby
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joel Elwyn Bearden, Jr., whose name as a Trustee aforesaid is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 21st day of Nov. 1978.

Sherry L. Doss
Notary Public

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STATE OF ALABAMA)
Shelby)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ralph Webster Bearden, whose name as a Trustee aforesaid is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 23rd day of



November 1998

[Signature]
Notary Public

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"EXHIBIT "A"



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

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