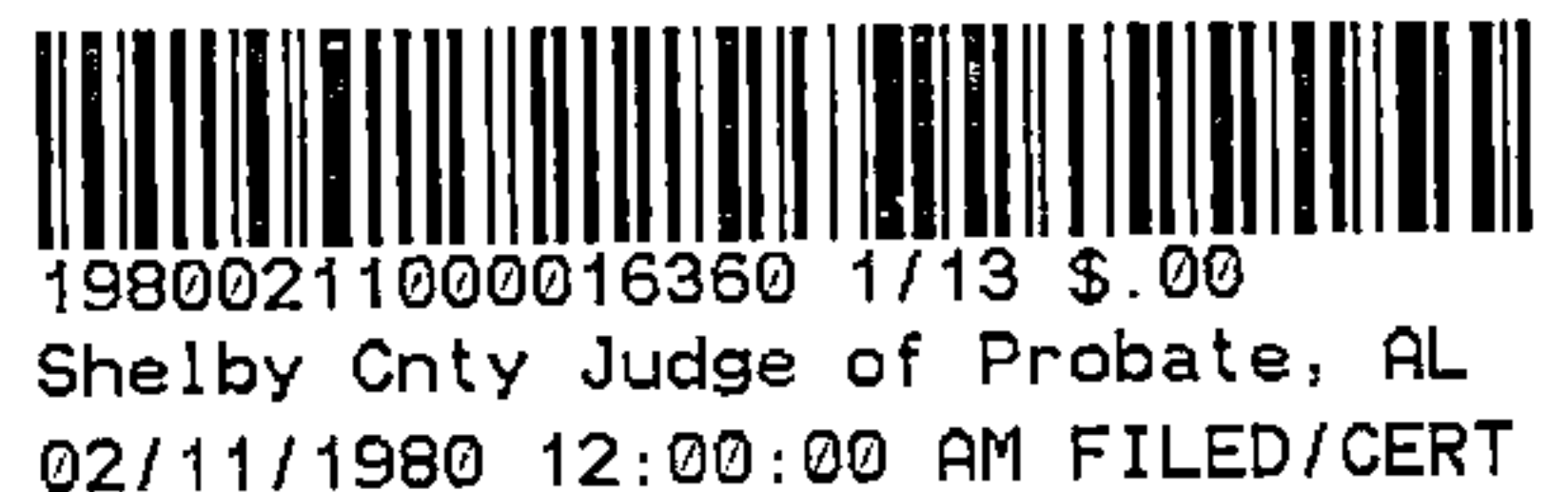


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DECLARATION OF TRUST

By: HAROLD J. HALL

For: LYNNE L. HALL



HAROLD J. HALL, JR.

CHRISTOPHER C. HALL

LAURA D. HALL

STEPHEN YANCE HALL

THIS AGREEMENT AND DECLARATION OF TRUST, made and entered into on this 21st day of Dec, 1979, by and between HAROLD J. HALL (hereinafter for convenience referred to as "Grantor"), and CHRISTINE C. HALL (hereinafter for convenience referred to as Trustee"), as follows:

W I T N E S S E T H:

WHEREAS, Grantor is desirous of establishing five (5) separate and distinct ten (10) year and sixty (60) day trusts for the benefit of Lynne L. Hall, Harold J. Hall, Jr., Christopher C. Hall, Laura D. Hall, and Stephen Yance Hall, by transferring, assigning and conveying unto Trustee hereinabove named certain real property described in the attached Exhibit "A" and made a part hereof as though fully set forth herein, the income from which is to be paid to the said beneficiaries as herein provided for the purpose of establishing a separate estate for each of said beneficiaries and, if possible, assuring said beneficiaries some measure of financial security; and

WHEREAS, Christine C. Hall agreed to act as Trustee under this trust, and Grantor is desirous of having Trustee undertake the control and management of said trusts; and

WHEREAS, Trustee is willing to undertake the trusteeship of said trusts only under the conditions hereinafter set forth in this trust indenture;

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NOW, THEREFORE, in consideration of the premises, this indenture of trust is made and entered into on the day and year herein first written, by and between Grantor and Trustee, as follows:

1. For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, Grantor has bargained, transferred, sold and conveyed, and by these presents does bargain, transfer, sell and convey, unto Christine C. Hall as Trustee, the property as set out and described in Exhibit "A", which is attached hereto and made a part hereof by reference as though fully set out herein, all of which shall comprise the corpus of these trusts, TO HAVE AND TO HOLD all and each part thereof unto Trustee, but in trust, nevertheless, for the uses and purposes, upon the terms and conditions, and with the powers and duties hereinafter stated.

2. All of the trust property shall be considered as divided into five (5) separate parts, an equal part for each of the beneficiaries, which shall be considered as a separate and distinct trust. Trustee is 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 trusts. Trustee is authorized to mingle and commingle investments, but it is specifically understood and agreed that Grantor is creating individual and separate trusts, in equal amounts.

3. Trustee shall hold and manage said property and such other property as Trustee may subsequently acquire pursuant to the power and authority herein given to Trustee (all of which, for convenience, will hereinafter be referred to as "trust estate"), with the following powers and authority, all and singular:



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(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 Trustee sees 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 Trustee may seem suitable, and to change investments and to make new investments from time to time as to Trustee 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 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 Trustee sees fit, without security or on mortgage of any real estate or upon pledge of any personal property held by Trustee hereunder, and to execute mortgages or pledge agreements therefor.

(d) To hold any property or securities originally received by Trustee as a part of said trust estate, particularly including any stock or interest in any family corporation, partnership or enterprise, so long as Trustee 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



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property which is not a so-called "legal" investment of trust funds, where such course is, in the opinion of Trustee, for the best interests of said trust estate.

(e) To set up reserves out of income to meet such items of depreciation, obsolescence, future repairs or amortization of indebtedness, deemed by Trustee 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 trust incurred in the exercise of the powers herein vested in Trustee which, in the judgment of Trustee, 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 Trustee or in the name of the nominee of Trustee, without disclosing any fiduciary relationship.

(i) To vote in person or by proxy upon all stocks held by Trustee, 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 Trustee 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



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corporation to any other corporation, to pay all assessments, expenses and sums of money as Trustee 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 Trustee, 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 Trustee may be necessary or proper.

(k) At any time or from time to time, to advance money to the trust estate from funds of Trustee for any purpose or purposes of the trust, and to reimburse Trustee 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 Trustee 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 trust, including interest, taxes, insurance, including public liability insurance, and compensation to Trustee, 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 Trustee.

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(n) Notwithstanding anything herein contained to the contrary, no powers enumerated herein, nor any powers accorded to Trustee generally pursuant to law, shall be construed to enable any person, whether Grantor, Trustee, 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 Trustee 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.

4. Trustee shall hold the trust estate in trust for the use and benefit of each of the respective beneficiaries for whom such particular trust is being administered, for and during a period of ten (10) years and sixty (60) days from the date of delivery by Grantor to Trustee herein of the property described in the attached Exhibit "A", or during the lifetime of each of said beneficiaries, or during the lifetime of said Grantor, whichever is the lesser period.

5. During the continuation of the trusts herein established for the benefit of Lynne L. Hall, Harold J. Hall, Jr., Christopher C. Hall, Laura D. Hall, and Stephen Yance Hall, Trustee shall pay over absolutely, not less frequently than annually, to each of said beneficiaries all of the income produced or earned by the trust estate herein created for the benefit of such particular beneficiary. In the event of the death of any of the said beneficiaries during the continuation of the trusts herein created, then

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the income earned or accrued and belonging to such beneficiary but not paid over to him or her at the time of his or her death, shall be paid over absolutely to the estate of such beneficiary. In the event of the death of Grantor during the continuation of the trusts herein created, then the income earned or accrued but not paid over to such beneficiaries at the time of Grantor's death, shall be paid over absolutely to such beneficiaries.

6. Following the expiration of ten (10) years and sixty (60) days from the date of delivery by Grantor to Trustee herein of the property described in the attached Exhibit "A", the trust estate herein created shall terminate and the property then constituting the corpus of such trust estate herein referred to shall revert to and shall be transferred and paid over by Trustee to Grantor, free from any trust. In the event any of said beneficiaries shall die prior to the expiration of ten (10) years and sixty (60) days from the date of delivery by Grantor to Trustee herein of the property described in the attached Exhibit "A", the trust estate with respect to such beneficiary shall terminate and the property then constituting the corpus of the trust estate created for such beneficiary shall revert to and shall be transferred and paid over by Trustee to Grantor, free from any trust. In the event Grantor shall die prior to the expiration of ten (10) years and sixty (60) days from the date of delivery by him to Trustee herein of the property described in the attached Exhibit "A", the trust estate with respect to such beneficiaries shall terminate and the property then constituting the corpus of the trust estate created for such beneficiaries shall revert to and shall be transferred and paid over by Trustee to the personal representative of Grantor's estate, free from any trust, if there be such personal representative at such time, and by him

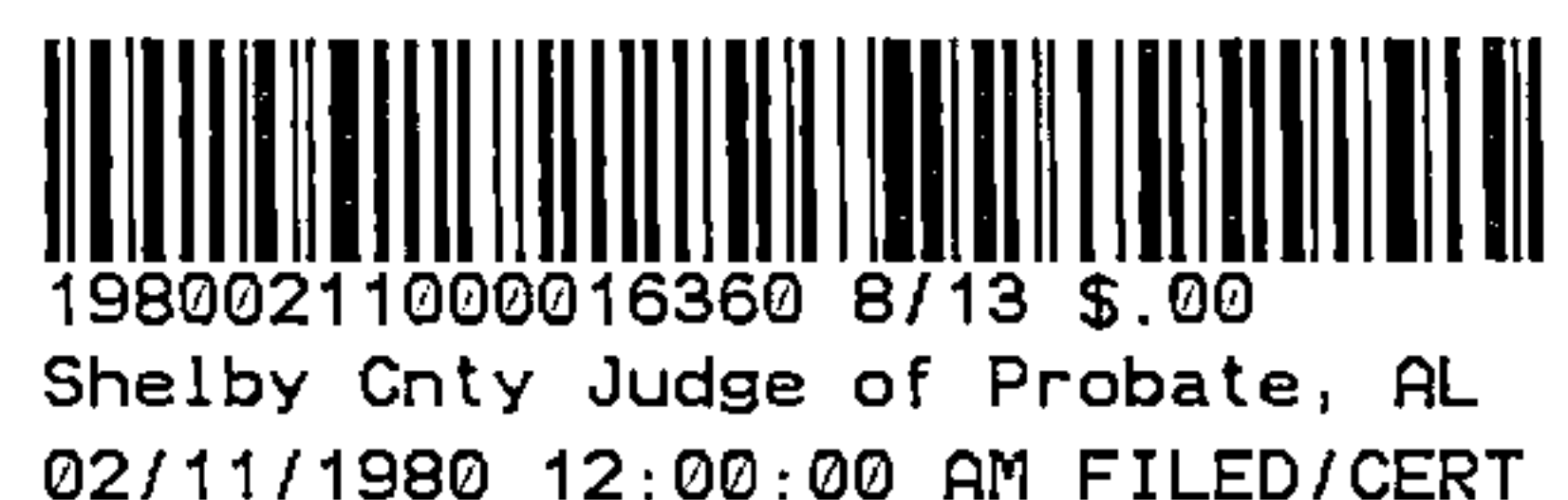


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administered and distributed in accordance with the terms and provisions of the Last Will and Testament of Grantor. If there be no personal representative of the Grantor's estate then serving as such, Trustee shall pay over the said corpus of the trust estate to the person or persons then living entitled to receive the residue of the estate of Grantor, as provided in the Last Will and Testament of Grantor, free from trust; or, in the event Grantor shall have died intestate, then to such person or persons as would be entitled to inherit the property constituting said trust estate and in the proportions in which they would be entitled to inherit the same from Grantor under the laws of Alabama then in force, had Grantor died at said time a resident of Alabama intestate and owned said property.

7. It is specifically understood and agreed that no part of the income from any of the trusts herein created may be used by Trustee or paid by Trustee to or for any of the said beneficiaries for the purpose of discharging any legal obligation which Grantor has or may have to support any of the said beneficiaries.

8. Grantor reserves the right to add other property or securities or money to said trust, by delivering, conveying, and transferring said addition or additions to the Trustee. Said additions shall be held and discharged in the same manner as the property now being set aside and transferred to said Trustee by this Agreement, and said additions shall be listed on Exhibit "A" signed and currently dated by the Grantor and the Trustee. Trustee shall hold the said additions in trust for the use and benefit of each of the respective beneficiaries for whom such particular trust is being administered, for and during a period of ten (10) years sixty (60) days from the date of delivery by



Grantor to Trustee herein of the said additions described in Exhibit "A", or during the lifetime of each of said beneficiaries, or during the lifetime of said Grantor, whichever is the lesser.

9. As to the net income, which by any other provisions of these trusts may be payable to beneficiaries, 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 Trustee. Nor shall income, nor the principal or corpus of said trust estate, nor any part thereof, nor any interest in the same, 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 such beneficiary.

10. In the event of the death, incapacity to act, unwillingness to serve, or resignation of Christine C. Hall named herein as Trustee, Grantor nominates and appoints Lynne L. Hall to act as successor Trustee hereunder, with all the rights, powers, duties, and authority herein vested in the original Trustee. In the event of the death, incapacity to act, unwillingness to serve, or resignation of Lynne L. Hall, Grantor nominates and appoints Harold J. Hall, Jr. to act as successor Trustee hereunder, with all the rights, powers, duties, and authority herein vested in the original Trustee. In the event of the death, incapacity to act, unwillingness to serve, or resignation of Harold J. Hall, Jr., Grantor nominates and appoints Christopher C. Hall to act as successor Trustee hereunder, with all the rights, powers, duties, and authority herein vested in the original Trustee. In the event of the death, incapacity to

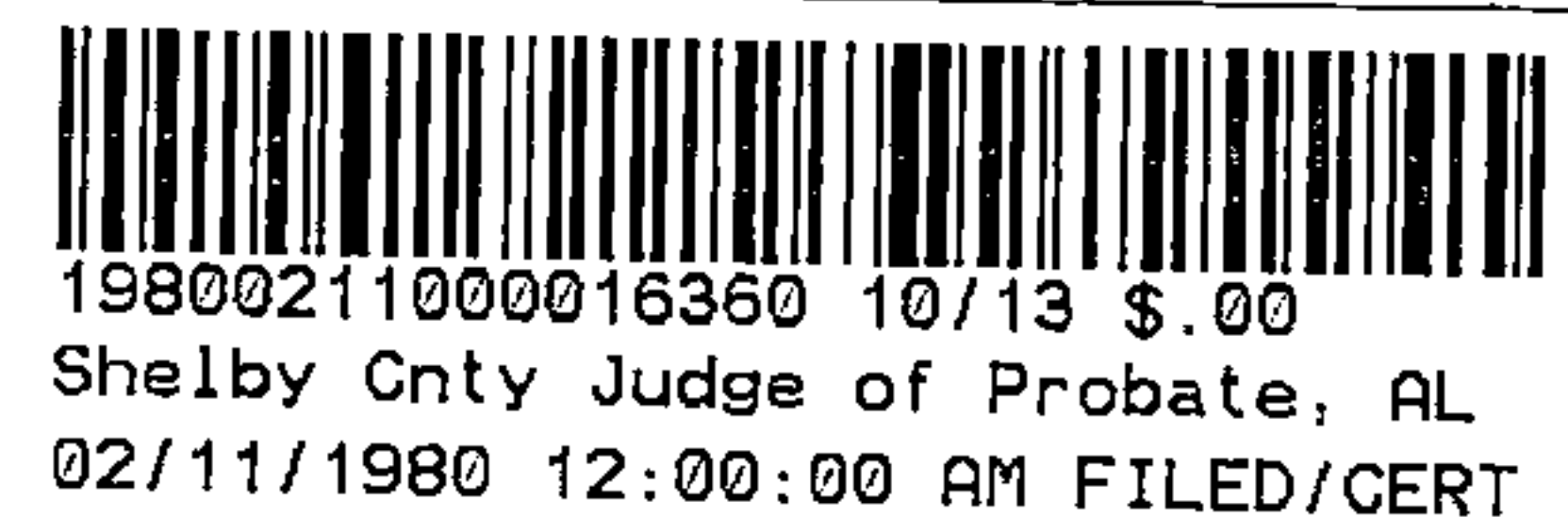
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act, unwillingness to serve, or resignation of Christopher C. Hall, Grantor nominates and appoints Laura D. Hall to act as successor Trustee hereunder, with all the rights, powers, duties, and authority herein vested in the original Trustee. In the event of the death, incapacity to act, unwillingness to serve, or resignation of Laura D. Hall, Grantor nominates and appoints Stephen Yance Hall (if he shall have attained legal age) to act as successor Trustee hereunder, with all the rights, powers, duties, and authority herein vested in the original Trustee.

11. Grantor specifically releases Trustee from any liability under the terms hereof, except for conduct involving gross negligence or fraud.

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

13. Grantor specifically directs that the trusts herein created are irrevocable for a period of ten (10) years and sixty (60) days from the date of delivery by Grantor to Trustee herein of the property described in attached Exhibit "A", 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.



14. Trustee has joined in the execution of this instrument for the purpose of evidencing consent to act as Trustee hereunder pursuant to the terms hereof.

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

Harold J. Hall (SEAL)
Harold J. Hall

(GRANTOR)

Christine C. Hall (SEAL)
Christine C. Hall

(TRUSTEE)



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STATE OF ALABAMA)
COUNTY OF SHELBY)

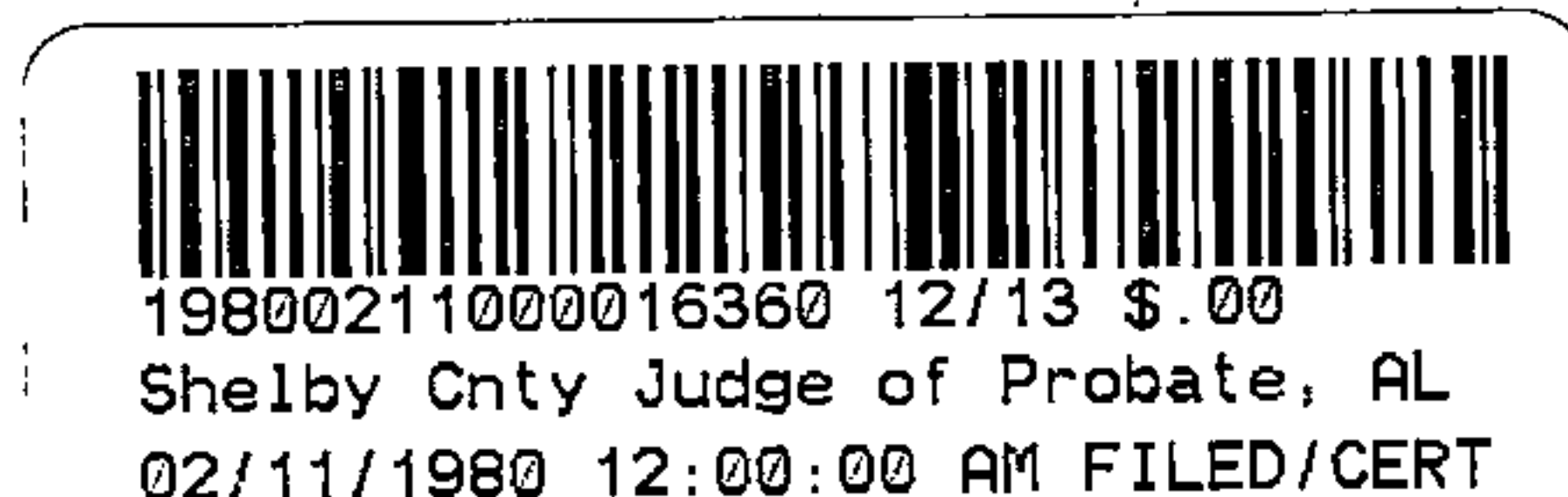
I, the undersigned authority in and for said County, in said State, hereby certify that Harold J. Hall, whose name is signed to the foregoing instrument as Grantor, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 21st day of Dec, 1979.


Notary Public

My Commission Expires April 19, 1982

STATE OF ALABAMA)
COUNTY OF SHELBY)



I, the undersigned authority in and for said County, in said State, hereby certify that Christine C. Hall, whose name is signed to the foregoing instrument as Trustee, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 21st day of Dec, 1979.


Notary Public

My Commission Expires April 19, 1982

EXHIBIT "A"

A lot in the Town of Columbiana, Alabama, situated in the SW 1/4 of NW 1/4 of Section 25, Township 21 South, Range 1 West and more particularly described as follows: Commencing at the point of intersection of the Southern edge of the pavement on East College Street with the West Section line of Section 25; and run South along Section line a distance of 17 feet; thence run in an Easterly direction parallel with the Southern line of the pavement on East College Street a distance of 16 feet; thence run South 4 deg. 15 min. East a distance of 208 feet to the SW corner of lot belonging to Calvin Green to point of beginning of lot herein described; thence continue South 4 deg. 15 min. East a distance of 63.4 feet to NW corner of Harold J. Hall lot; thence turn an angle to left of 100 deg. and run 83.7 feet to West line of James G. Alston lot; thence run in a Northerly direction along West line of James G. Alston lot a distance of 61 feet to South line of Calvin Green lot; thence run in a Westerly direction along South line of Green lot 66.3 feet to point of beginning.

A lot in the Town of Columbiana, Alabama situated in the SW 1/4 of NW 1/4 of Section 25, Township 21, Range 1 West, and more particularly described as follows: Commencing at the point of intersection on the southern edge of the pavement on East College street with the west section line of Section 25, Township 21, Range 1 West, and run south along section line a distance of 17 feet; thence run in an easterly direction parallel with the southern line of the pavement on East College street a distance of 16 feet; run thence south 4 deg. 15' East a distance of 271.4 feet to an iron pipe, marking the point of beginning of the lot herein described and conveyed; turn thence an angle to the left of 100 deg. and run 83.7 feet to an iron pipe; turn thence an angle of 84 deg. to the right and run 108 feet to an iron pipe; turn thence an angle to the right of 88 deg. 30' and run along the north margin of Mildred Street a distance of 117 feet; turn thence an angle to the right of 107 deg. 20' and run 124.6 feet, more or less to the point of beginning.

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STATE OF ALA. SHELBY CO.
JUDGE OF PROBATE

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Thomas A. Shanderson, Jr.
JUDGE OF PROBATE

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