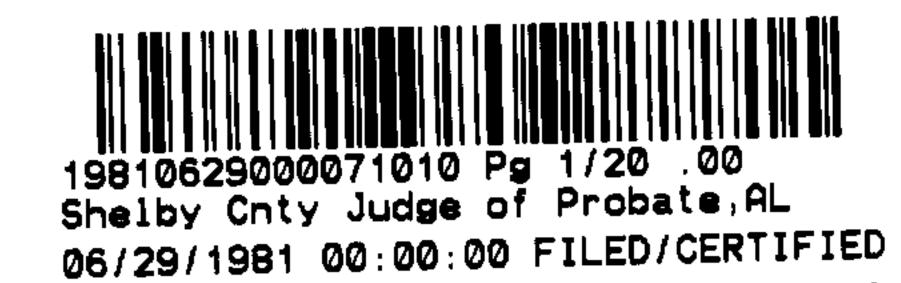
STATE OF ALABAMA

MARSHALL COUNTY

MARY H. CHILES IRREVOCABLE TRUST



THIS AGREEMENT, made and entered into on this the /_) - day 1981, 1/ and between MARY H. CHILES, of the City of Albertville, State of Alabama (hereinafter, sometimes referred to as the "Grantor"), and JOHN CHILES, (hereinafter, sometimes referred to as the "Trustee"), as follows:

WITNESSETH:

WHEREAS, the Grantor desires to grant, out of Grantor's present holdings and property, and create therewith a trust, or several trusts, which shall be for the benefit of Grantor's spouse, A. E. CHILES, Grantor's children, JOHN CHILES and NANCY MAYFIELD, and any other beneficiaries of Grantor's children, and

WHEREAS, the Trustee hereinabove named has agreed to accept said trusteeship, and all interest and property which may come to him 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:

This instrument was prepared by: William C. Carris L. Francis D. C. Harn, Jr. Attorneys-at-law, 1.40. Bur 650, Albertalla, Mabama

GULLAHORN & HARE, P.C.

GRANT OF TRUST

The Grantor does hereby grant, assign, set over, transfer and deliver to the Trustee, his successors and assigns, the property listed on Exhibit "A" attached hereto. Said trust property shall be held by Trustee, 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, as follows: The Trustee shall hold the trust property herein transferred, and such additional property as may be hereafter acquired by the Trustee under the terms and provisions of this trust, for the use and benefit of Grantor's said spouse, Grantor's said children, and any beneficiaries of said children, for and during the lifetime of the Grantor's said spouse, 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 Trustee, his 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 Trustee, in his 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 Trustee, 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 Trustee were entitled to said property beneficially, and every determination of the Trustee in the construction of the powers conferred upon the Trustee or in any manner committed to

the discretion of the Trustee, or with respect to which
the Trustee 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 anywise
limiting the generality of the foregoing, but solely in
order to define with particularity certain of the powers
herein vested in the Trustee, the Trustee shall have and
may in his 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:

- 1. 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 the 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, participations in mortgages, common trust funds, or other property, real or personal, whether so-called "legal" investments of trust funds, or not, as to the Trustee may seem suitable, and to change investments and to make new investments from time to time as to the Trustee may seem necessary or desirable.
- 2. 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, any real estate constituting a part of said trust estate.

- · 3. To borrow money for such time and upon such terms as the Trustee sees fit, without security or on mortgage of any real estate or upon pledge of any personal property held by the Trustee hereunder, and to execute mortgages or pledge agreements therefor.
 - 4. To hold any property including common stocks or other securities originally received by the Trustee as a part of said trust estate so long as the Trustee shall consider the retention thereof in the best interests of said trust estate, irrespective of whether such property is a so-called "legal" investment of trust funds and irrespective of the relative proportion of the trust estate represented by any so-called "non-legals", and to acquire other property which is not a so-called "legal" investment of trust funds, where such course is in the Trustee's opinion for the best interests of said trust estate.
 - 5. To determine whether or to what extent receipts should be determined to be income or principal, whether or to what extent expenditures should be charged against principal or income by following the provisions of the Alabama Principal and Income Act as the same shall exist from time to time, and in all instances in which such act does not resolve questions relating to principal and income, to determine the same in the Trustee's discretion, always exercising such discretion with due regard to the interest of the beneficiary then entitled to the income thereof.
 - 6. To keep any property constituting a part of said trust estate properly insured against fire, 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 the Trustee which, in the Trustee's judgment, may be proper or necessary.

- 7. 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.
- 8. To hold any or all securities or other property in bearer form, in the name of the Trustee, or in the name of some other person, partnership or corporation without disclosing any fiduciary relation, and to mingle any or all of the property constituting said trust estate in investment with other property held in other trust estates.
- 9. To vote in person or by proxy upon all stocks held by the Trustee, to unite with other owners of similar property in carrying out any plan for the reorganization of any corporation for other securities upon such terms as the 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 corporation to any other corporation, to pay all assessments, expenses and sums of money as the 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 the Trustee the same rights and powers as are or may be exercised by a person owning similar property in his own right.

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- 10. 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 Trustee's judgment may be necessary or proper.
- 11. To execute and deliver any and all contracts, conveyances, transfers, or other instruments, and to do any acts, including the employment of agents, necessary or desirable in the execution of the powers herein vested in the Trustee.
- 12. 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 thereafter coming into his custody from any source.
- 13. 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 Trustee, 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 purposes of paying such expenses, to pay the same from the corpus of the trust estate.
- 14. To make payments to or for minors, in the exercise of my Trustee's sole discretion, in any one or more of the following ways: (1) directly to such minor; (2) directly in payment of the expenses of support, maintenance, schooling, and medical, surgical, hospital, or other institutional care of such minor; (3) to any legal or natural guardian

of such minor; (4) to any ther person, whether or not appointed guardian of the person who shall have the care and custody of the person of such minor. The trustee shall not be under any duty to see to the application of funds so paid, provided the trustee exercised due care in the selection of the person to whom such funds are paid, and the receipt of such person shall be full acquittance to the trustee.

- 15. To pay, upon the death of any beneficiary hereunder who is, at the time of his or her death, entitled to any income from the trust estate, the funeral and burial expenses of the last illness of any such beneficiary, from the corpus or principal share from which a portion of the income derived has been payable to any such beneficiary.
- 16. To purchase insurance and to pay premiums on the life of the Grantor or on the life of any beneficiary under the trust.

TRUST ESTATE

1. The trustee shall hold said trust estate, without division into shares, in trust for the use and benefit of Grantor's said spouse and Grantor's children, for and during the lifetime of Grantor's said spouse. During the lifetime of Grantor's said spouse, the trustee is authorized to accumulate the net income or to pay or apply so much thereof to the use of one or more (all or none) of Grantor's said spouse, and Grantor's children, in such amounts and proportions as said trustee in his sole and absolute discretion shall deem advisable from time to time without regard to equality of distribution. Any accumulated income shall be periodically, at least annually, incorporated into the principal of the trust fund as an integral part thereof to be held, administered and distributed in accordance with all the terms, conditions and limitations applying thereto. In exercising his

discretion as to the amount (if any) of such net income which is to be paid to any of the aforesaid beneficiaries, the trustee may, but shall not be required to, take into consideration any other income or property which is available to any such beneficiary from any other source.

- 2. The trustee is hereby authorized and empowered in his sole and absolute discretion, at any time and from time to time, to disburse from the principal of the trust estate created under this Article (even to the point of completely exhausting same) such amounts as he may deem advisable to provide adequately and properly for the care, support and maintenance of any current income beneficiary thereof, including, but not by way of limitation, expenses incurred by reason of illness, disability and education. In determining the amounts of principal to be so disbursed, the trustee shall take into consideration any other income or property which such person, for whom the principal is to be disbursed, may have from any other source, and the trustee's discretion shall be conclusive as to the advisability of any such disbursement and the same shall not be questioned by anyone. For all sums so disbursed, the trustee shall have full acquittance. All such disbursements from principal shall be charged against the trust fund as a whole and shall not be charged against any individual share of principal subsequently distributed to any beneficiary upon the termination of the trust.
- 3. The trust shall terminate upon the death of the Grantor's spouse, or upon the Grantor's death in the event Grantor's spouse predeceases Grantor, and upon such termination, the Trustee shall transfer, convey and pay over free of trust, one-half of the remaining trust estate to each of the Grantor's children who survive the termination of the trust. With respect to each child of the Grantor who does not survive the termination of the trust, the Trustee shall transfer, convey and pay over, free of trust, such deceased child's

real or personal.

share to any person or persons and in such amounts or proportions, and in such lawfu! interest or estates, as such Grantor's child may appoint by his or her last will. To be effective as an exercise of the foregoing power of appointment, the last will of such child must specifically refer to said power. The power of appointment given to said child may be exercised by his or her will which is executed after the date of this trust instrument, whether such will be executed before or after Grantor's death. If the foregoing power of appointment is for any reason not validly exercised by said child in whole or in part, the Trustee shall transfer, convey and pay over, free of trust, such portion or all of the then principal of the turst, and the undistributed income thereof, or such interest or estates therein as shall not have been validly appointed by said child to the issue of said child living at the termination of the trust, in equal share per stirpes, or, if no issue of said child is living at the termination of the trust, to Grantor's then living issue, in equal shares per stirpes, or, if no issue of Grantor is then living, to such person or persons as would be entitled to inherit the same and in the proportions in which they would be entitled to inherit the same from the Grantor under the laws of distribution of the State of Alabama relating to personal property in force immediately following the termination of the trust, had the Grantor died at said time, domiciled in Alabama, intestate, unmarried and owned said property, whether or not the property is

4. If any beneficiary becomes entitled to any share of the principal or undistrubuted income of the trust herein created on its termination, if such beneficiary does not have any other property then held in trust for him or her under the provisions of this trust instrument and if such beneficiary shall not have attained the age of twenty-one

(21) years, then though the share of such beneficiary in the trust so terminating shall then vest in him or her, his or her share in the trust so terminating shall not be transferred and paid over, free of trust, to him or her, and the Trustee shall continue to hold the same in trust for him or her until he or she shall attain the age of twenty-one (21) years, using and applying for his or her support, education and comfort such part of the net income from his or her share of such trust so terminating and of the principal thereof as the Trustee deems necessary or desirable for said purposes.

MISCELLANEOUS PROVISIONS

- 1. In the distribution of any trust herein created, made in accordance with the terms hereof, the Trustee, in his uncontrolled discretion, may pay over the shares to be distributed either in cash or in property, or partly in cash and partly in property, and at such valuations as to him may seem proper, and the determination of the Trustee 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.
- 2. 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.
- 3. Where any funds become payable for the benefit of any minor beneficiary, the Trustee may, in his discretion, pay over such sums to the persons having custody of such beneficiary, or to such other person as he 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 Trustee as to any sums so paid.

- 4. If the happening of any future event may cause the ultimate vesting of any said trust estate, 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 and in such event, the trust as to said trust estate, or as to such share therein, shall continue only for as long a period of time as is allowed by law, at the end of which period the said trust as to said trust estate, or as to such share therein, shall terminate. In such case, said trust, or such share therein, shall thereupon be vested in and distributed to those persons at the expiration of such period enjoying the use and benefit of said trust estate, or of such share therein, in the proportions in which they are so enjoying the same, irrespective of their attained ages.
- to purchase from the estate of the Grantor and the estate of the Grantor's spouse, any stock, bond, security or other property, real or personal, offered for sale by the Grantor's personal representative or Grantor's spouse'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 Trustee 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 Trustee shall also be authorized and empowered to purchase as an investment for the trust estate, any debt, obligation, tax or liability due or owing by Grantor or Grantor's spouse at the time of his or her death or at any time owing by Grantor's estate or Grantor's

spouse's estate. The Trustee is further authorized and empowered to make loans to the estate of the Grantor or the estate of the Grantor's spouse in such amounts, upon such terms, either without security or on mortgage of any real estate or upon pledge of any personal property held by Grantor's estate or said Grantor's spouse's estate, at such rates of interest, as he sees fit, and to execute mortgages or pledge agreements therefor.

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- 6. Upon the death of the Grantor, the proceeds of all insurance policies which are then subject to this Agreement shall be collected by the Trustee as soon as possible thereafter. The Trustee shall have full authority to take any action in regard to the collection that he deems best, and to pay the expense thereof out of the trust estate, but he shall not be required to enter into or maintain any litigation to enforce payment of such policies until he shall have been indemnified to his satisfaction against all expenses and liabilities to which he might, in his judgment, be subjected by any such action on his part. The Trustee shall have full authority to make any compromise or settlement with respect to such policies, or any of them, as he may deem expedient, and to give to the insurance companies and each of them, all the necessary and proper releases and acquittances in full discharge of all their liabilities under such policies.
- 7. Notwithstanding anything herein to the contrary, if at the time of Grantor's death or Grantor's said spouse'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 spouse's gross estate for the purpose of fixing any estate taxes payable by reason of Grantor's or Grantor's said spouse's death, then and in that event Grantor directs that the Trustee shall pay to the estate of Grantor or Grantor's said spouse, out of the property of said trust estate so included in Grantor's gross estate or Grantor's said spouse'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 thereof) imposed by any jurisdiction whatsoever or Grantor's said spouse's death if none of the said trust estate had been includible in Grantor's gross estate or Grantor's said spouse's gross estate for the purpose of fixing the said taxes payable by reason of Grantor's death or Grantor's said spouse's death. The Trustee hereunder shall be absolutely protected in paying over to Grantor's executor or Grantor's said spouse's executor such amount as said executor shall certify, in writing, to be the amount payable to Grantor's estate or Grantor's said spouse's estate by the preceding sentence of this paragraph and said Trustee shall have no duty or obligation to inquire as to the correctness, or as to the propriety thereof by Grantor's executor or Grantor's said spouse's executor.

TRUSTEE'S RIGHTS IN INSURANCE POLICIES

The Trustee shall be vested with all right, title and interest in and to the policies of insurance forming any part of the trust estate, and is authorized to exercise all options, benefits, rights, and privileges under such policies, including the rights to collect the cash surrender value, to borrow on such policies, to receive any dividends on such policies, distributions of surplus, or other refunds of a similar nature, to collect payments upon the face amount of such policies, payments by way of endowment, and any other proceeds of such policies, and the insurance companies which have issued such policies are empowered to deal with the Trustee as the absolute assignee and owner thereof. The Grantor hereby relinquishes all rights and powers in such policies which are not assignable and will, at the request of the Trustee, execute all other instruments reasonably required to effectuate this relinquishment.

PAYMENT OF PREMIUMS

During the term of this trust the premiums or other charges on unmatured policies of insurance constituting a part of the trust estate shall be paid as follows:

- 1. The Trustee shall first apply the liquid assets of the trust estate, including additions made thereto to the extent not appointed by the beneficiaries as hereinafter set forth in the provision entitled "ADDITIONS TO TRUST".
- 2. If at any time the liquid assets of the trust estate, including additions thereto, shall be insufficient to pay such premiums and other charges, the Trustee may, in his discretion, notify either the Grantor or the person insured by any such policy, or such of the beneficiaries hereunder as have reached majority, of the amount necessary to pay such premiums or other charges. Any funds furnished to the Trustee, as a result of such notice, may be applied by him to such premiums and other charges, and any excess amounts shall be regarded as voluntary additions to the principal of the trust fund. Nothing herein shall be construed as a covenant by the Grantor to pay the premiums or other charges on any policy at any time constituting part of the trust estate.
- 3. If at any time the liquid assets of the trust estate, and any additions thereto, and the funds furnished to the Trustee under Section 2 hereof are insufficient to pay such promiums and other charges, the Trustee shall be under no obligation to make such payment and shall not be liable to any extent whatsoever for such non-payment. The Trustee is authorized, however, but shall be under no obligation, to borrow upon any policy in the trust estate an amount sufficient to pay such premiums and other charges or to pay such premiums and other charges out of the principal of the trust estate, and to that end is authorized, but

shall be under no obligation, to sell at public or private sale, without notice to the Grantor or any other person, such part of the property of the trust estate, other than policies of insurance, as may be necessary to furnish the amount required to pay such premiums and other charges and to apply the same to such payment. The Trustee is authorized also, but is not obligated, to borrow against the cash value of any policy of insurance, to surrender any policy of insurance for its cash surrender value, or to convert any policy into a paid-up policy whenever he is unable by reason of insufficient funds to pay the premium or other charges. The Trustee is also authorized to arrange for the automatic application of dividends payable on the insurance policies owned by the trust in reduction of the premium payments irregardless of whether such dividends would be treated as income and disposed of otherwise in other provisions of this trust instrument.

ADDITIONS TO TRUST

The Trustee 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 Trustee, and attached to and made a part of this Trust Agreement.
- 2. With respect to such additions, or any indirect additions described hereinafter, Grantor hereby grants to his spouse

, and children, who are beneficiaries of this trust estate, the noncumulative yearly right to appoint to themselves during Grantor's lifetime the amount of such addition, or indirect addition, but in no event greater than Five Thousand Dollars (\$5,000) payable in cash or other property immediately upon the receipt by the Trustee of a demand in writing. The amount of such additions, or indirect 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.

- 3. The term "indirect addition" shall include any gift to the trust which does not result in the actual receipt of money or other property by the trust.
- 4. During the lifetime of Grantor the Trustee shall notify the beneficiaries in writing at the last known address of each beneficiary, of any additions, including indirect 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 Trustee 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.

- 5. The Grantor expressly grants the Trustee the right to use any and all means available to him, including borrowing money, or surrendering any policies of insurance for their cash surrender value, or borrowing money on said policies to satisfy any demand made under this provision.
- 6. If the donor of an addition to this trust, including an indirect addition as defined herein, 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 Trustee 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 TRUSTEE

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

SUCCESSOR TRUSTEE

In the event the Trustee for any reason ceases or becomes unable or disqualified to serve as Trustee hereunder, then the Grantor hereby names, nominates and appoints NANCY MAYFIELD, as the successor trustee who shall have all of the same rights, powers and exemptions herein granted to the Trustee. In the event that both the Trustee and Mancy Mayfield cease or become unable or disqualified to so serve

as Trustee hereunder, then the Grantor hereby names, nominates and appoints FIRST NATIONAL MANK OF BIRMINGHAM (or such successor corporation having trust powers as may succeed to the business of said bank by purchase, merger, consolidation or otherwise) as successor trustee, which shall have all of the same rights, powers and exemptions herein granted to the Trustee. Failing the acceptance by First National Bank of Birmingham of this trust or upon its resignation as Trustee, a majority of the then current adult income beneficiaries shall have the right to appoint a successor trustee who shall have all of the same rights, powers and exemptions herein conferred on the original Trustee.

DIVORCE OF GRANTOR AND SPOUSE

Any provision in this entire Trust Agreement to the contrary notwithstanding, the provisions made herein for the benefit of Grantor's spouse are being made on the assumption that Grantor and spouse shall remain husband and wife at all times prior to Grantor's death. In the event Grantor and spouse shall be divorced at any time prior to Grantor's death, then on the date that such divorce shall become final, all rights and benefits of Grantor's spouse under the terms of this entire Agreement, both prior and subsequent to Grantor's death, shall cease, terminate and become null and void.

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.

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 Trustee, his acceptance of the terms of the trusts hereunder.

MARY H. CHILES, Grantor (SEAL)

JOHN CHILES, Trustee

I, Charles R. Hare, Jr., a Notary Public in and for said County, in said State, hereby certify that MARY H. CHILES and JOHN CHILES, whose names are signed to the foregoing trust and who are known to me, acknowledged before me on this day, that, being informed of the contents of the trust they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15th day of January, 1981.

EXHIBIT "A" TO

MARY H. CHILES IRREVOCABLE TRUST

1. \$100.00 in cash.

19810629000071010 Pg 20/20 .00 Shelby Cnty Judge of Probate, AL 06/29/1981 00:00:00 FILED/CERTIFIED

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END OF EXHIBIT "A"

SIGNED FOR IDENTIFICATION:

Mary F. Chiles

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