

This instrument was prepared by: V. Wayne Causey, Attorney at Law
P. O. Drawer D
Calera, Alabama 35040

1040

TRUST AGREEMENT

OF

JAKE H. JOHNSON and MARY LYNN JOHNSON

THIS AGREEMENT is executed this 9th day of Nov., 1984,
between Jake H. Johnson and Mary Lynn Johnson, hereinafter
collectively referred to as the "Settlors" and Jake H. Johnson
and Mary Lynn Johnson, hereinafter jointly and individually
referred to as the "Trustee". The Successor Trustees shall be
our daughters, Louise J. Ryan and Helen Peacock. The successor
Trustees shall assume the capacity of Trustee only in the event
of the incapacity, death or voluntary resignation of both the
original Trustees hereof, or the survivor of them.

ARTICLE I

NAME OF TRUST

This trust shall be known as the Jake H. Johnson Living Trust,
dated the 9th day of Nov., 1984, and it shall be sufficient
that it be referred to as such in any instrument of transfer,
deed, assignment, bequest or devise.

ARTICLE II

TRUST PROPERTY

The Settlers hereby transfer and deliver to the Trustee
the property listed in Schedule A annexed hereto, to have and to
hold the same and any cash, securities, or other real and personal
property which the Trustee may pursuant to any of the provisions
hereof at any time hereafter hold or acquire, all of such property
being hereinafter referred to as the trust estate, for the uses
and purposes and upon the terms and conditions herein set forth.

ARTICLE III

ADDITIONAL PROPERTY

As long as this Agreement remains unrevoked, either the
Settlors or any other person, with the consent of the Trustee,
may add other property to any trust hereby created, by transferring
such property to the Trustee hereunder by deed, assignment or
other instruments of transfer or bequest or devise, and if so

Wayne Causey

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added, such property shall be covered by the provisions hereof, the same as if originally included hereunder.

ARTICLE IV

RIGHTS AND POWERS RESERVED BY SETTLORS

The Settlers, while both are living, shall have and possess, and hereby reserve the following rights and powers, to be exercised at any time and from time to time in writing and effective when delivered to the Trustee hereunder:

A. To revoke this Agreement and any trust established hereunder in whole or in part, whereupon the trust estate or the part thereof affected thereby shall be distributed as the Settlers shall direct in writing;

B. To change the identity or number, or both, of the Trustee hereunder;

C. To alter or amend this Agreement in any and every particular; and

D. To withdraw any or all trust property from the operation of this Agreement.

ARTICLE V

PAYMENT OF DEBTS, TAXES AND COSTS OF ADMINISTRATION

A. After each of the Settlers death, the Trustee shall pay all or such portion of the following items as the Personal Representative of the deceased Settlor's estate may from time to time request:

1. Debts which the deceased Settlor is legally obligated to pay at the time of his or her death;

2. The deceased Settlor's last illness and funeral expenses;

3. Miscellaneous taxes and costs of administration of the deceased Settlor's estate; and

4. Any estate, inheritance, succession and other death taxes of any nature, together with any interest and penalties thereon, which may be levied or assessed by reason of either Settlor's death by the laws of any State or of the United States with respect to property passing under Settlor's Last Will and Testament, property held by the Trustee under this Agreement, or

any other property.

B. This direction shall not postpone the distribution of the trust estate remaining at either Settlor's death as provided herein, but the Trustee shall have the right to withhold such an amount as the Trustee, in the Trustee's discretion, may deem necessary to pay in full said debts, expenses, costs and taxes. In the event the amount so withheld is insufficient to pay said obligations in full, the additional amount required shall be paid by the persons or trusts to whom the remaining trust estate was distributed at Settlor's death. In the event the amount withheld is more than the amount ultimately required to pay said obligations in full, the excess shall be distributed to said persons or trusts. Said additional amount to be paid by or said excess to be distributed to each of said persons or trusts, whichever the case may be, shall be in proportion to the amount of the remaining trust estate distributed to them at each Settlor's death under the provisions of this Agreement.

ARTICLE VI

INCOME AND PRINCIPAL DURING LIFETIMES OF SETTLORS

During the lifetimes of the Settlers, the Trustee shall hold the trust estate; invest and manage the same, receive and collect the income, if any, accruing therefrom; and, after paying therefrom all expenses of administering this trust which, in the judgment of the Trustee, are properly chargeable against income, shall pay to or apply for the benefit of the Settlers, or either of them, in convenient installments, but not less than monthly, all the income of the trust and such amounts of principal as the Settlers shall demand in writing, or, in the absence of a demand, as the Trustee, in the Trustee's absolute discretion, deems necessary or desirable to provide for the welfare and happiness of the Settlers. Any income accumulated or undistributed at the Settlor's death shall be added to principal.

ARTICLE VII

UPON DEATH OF ONE OF THE SETTLORS

Upon the death of either of the Settlers, the Trustee shall continue to hold the trust estate; invest and manage the same, receive and collect the income, if any, accruing therefrom; and, after paying therefrom all expenses of administering this trust

which, in the judgment of the Trustee, are properly chargeable against income, shall pay to or apply for the benefit of the remaining Settlor, in convenient installments, but not less than monthly, all the net income and so much of the principal of the trust estate as the Settlor may at any time or times direct in writing.

The surviving Settlor shall have the power, at any time during his or her lifetime, by specific reference to this power in an instrument in writing executed and delivered to the Trustee, to appoint all or any part of the principal to said Settlor, or to whomsoever said Settlor designates, in such proportions and subject to such trusts and conditions as directed.

The surviving Settlor shall also have the power, exercisable by specific reference to this power in said Settlor's Last Will and Testament, to appoint all or any part of the principal remaining at the time of said Settlor's death, free and clear of any trust, to said Settlor's estate, or to whomsoever said Settlor designates, in such proportions and subject to such trusts and conditions as said Settlor may direct by such Will.

In the event the surviving Settlor does not effectively appoint the entire principal remaining at the time of said Settlor's death, the Trustee may pay out of such remaining principal such portion of the expenses of funeral and administration of said Settlor's estate, inheritance, succession and other death taxes of any nature, including any interest and penalties thereon, payable by reason of said Settlor's death. This direction shall not postpone the disposition of the remaining principal, but the Trustee shall have the right to withhold such amount as the Trustee may deem necessary for the purposes hereinabove described.

In administering this trust, the Trustee shall be vested with all the necessary discretions, powers and authority; provided, however, it is the intent of this trust that the Trustee shall have no discretion, power or authority which would in any way disqualify this trust for the marital deduction for Federal estate taxes.

ARTICLE VIII

TERMINATION OF TRUST

Upon the death of the surviving Settlor, this trust shall terminate and the Trustee shall distribute ten percent (10%) of the value of all cash and certificates of deposit to the Calera Baptist Church. The trustee shall distribute all remaining principal and income of the trust to Settlor's daughters, Louise J. Ryan and Helen Peacock, in equal shares, share and share alike, provided however;

1. Should either of the two daughters named above die prior to distribution of her share, the remaining assets shall be distributed to her heirs; or should there be none, her share shall revert to the trust to be distributed to the remaining survivor identified above.

ARTICLE IX

GENERAL PROVISIONS

The following provisions shall apply to any and all trusts created hereunder unless herein provided otherwise.

A. Payment to or for Incompetents or Minors. The Trustee may make distributions for the benefit of any adult beneficiary hereunder directly to that beneficiary or to his or her legal guardian if he or she should be incompetent, or in direct payment of his or her expenses of the types that the Trustee is authorized hereby to meet. If any beneficiary has not reached majority, or has been declared incompetent, amounts payable hereunder shall remain in trust until said disability has been removed except that, the Trustee at his discretion may make payments for the benefit of any minor or incompetent beneficiary to his or her natural guardian or to any other person having care or custody of such beneficiary, or in direct payment of his or her expenses of the types the Trustee is authorized hereby to meet. The Trustee shall not be obligated to see to the application of funds so disbursed, and the receipt of the payee shall fully protect the Trustee if the Trustee exercises due care in the selecting the person paid.

B. Notice to Trustee of Status of Beneficiaries. Until the Trustee shall receive written notice of any birth, marriage, death or other event upon which the right to distribution of the income or principal of any trust may depend, the Trustee shall incur no

liability for distributions made in good faith to persons whose interests may have been affected by that event.

C. Restraint on Alienation. No income or principal payable to or held for any beneficiary shall, while in the possession of the Trustee, be alienated, disposed of, or encumbered in any manner other than by Trustee action authorized hereby. Throughout the duration of each trust, no beneficiary thereof shall have the power voluntarily or involuntarily to sell, alienate, convey, assign, transfer, mortgage, pledge or otherwise dispose of or encumber any principal or income thereof or any interest whatsoever therein until physical distribution or payment is made to him or her, and no interest of any beneficiary in or claim to any trust assets or benefits shall be subject to the claims of any of his or her creditors or to judgment, levy, execution, sequestration, garnishment, attachment, bankruptcy or other insolvency proceedings, or any other legal or equitable process.

D. Reliance by Third Parties. No grantee, purchaser or other person dealing with the Trustee while the Trustee is purporting to act in such capacity under any power or authority granted the Trustee herein need inquire into the initial existence of facts upon which the purported power or authority depends, or into the continued existence of the power or authority of the transaction, or the proper application of the proceeds or other consideration.

E. Rule Against Perpetuities. Each trust created hereunder shall in any event terminate twenty-one years after the death of the last survivor of such of the beneficiaries of such trust as were living upon the date of the creation of that trust and thereupon the property held in trust shall be distributed, discharged of trust, to the beneficiary or beneficiaries thereof.

F. Situs of Trust. This Trust Agreement has been accepted by the Trustee in the State of Alabama, and it shall be construed and regulated and all rights under it shall be governed by the laws of that State.

G. Frequency of Distribution of Income. Unless otherwise specifically indicated under the terms of this Trust, any distribution of income required to be made under any trust created herein shall be made at time given by the Trustee but at least as often as quarter-annually.

ARTICLE X

TRUSTEE

A. Appointment of Trustee.

1. The Settlers appoint themselves, Jake H. Johnson and Mary Lynn Johnson, to serve as Co-Trustees of the trusts created hereunder. In the event either of the Settlers shall be or become unwilling or unable to serve as Co-Trustee, the following paragraph shall become effective.

2. Following the death of the first of the Settlers to die, Settlers' daughters, Louise J. Ryan and Helen Peacock, shall serve as the successor Trustees in the event the surviving Settlor does not wish to serve; however, in the event the surviving Settlor does wish to serve, said surviving Settlor shall serve as the sole Trustee.

3. In establishing the inability of an individual Trustee to act or continue to act hereunder, the statements of two licensed Doctors of Medicine shall be sufficient to establish such incapacity and third parties are protected in relying upon such statements without any further act or notice.

B. Waiver of Bond. No Trustee or successor Trustee appointed hereunder shall be required to furnish any bond or other security in any jurisdiction for the faithful performance of his or her duties as such, the same being expressly waived hereby.

C. Succession of Trustees.

1. Any successor Trustee shall accept the office by written instrument and shall assume the duties thereof immediately upon delivery of the instrument to the other Trustee then serving, or, if no Trustee is then serving, to any adult beneficiary, without the necessity of any other act, conveyance or transfer.

2. The title to the trust estate shall vest forthwith in any successor Trustee acting pursuant to the foregoing provisions hereof, but any resigning or removed Trustee shall execute all

instruments and do all acts necessary to vest such title in any successor Trustee without court accounting. A successor Trustee shall have no duty to examine the accounts, records and acts of the previous Trustee or Trustees and shall in no way or manner be responsible for any act or omission to act on the part of any previous Trustee. Any claim or action against any previous Trustee must in any event be asserted or filed by any beneficiary within one year after such Trustee ceases to serve.

3. Each successor Trustee shall have, exercise and enjoy all of the rights, privileges and powers, both discretionary and ministerial, as are herein given to the original Trustee and shall incur all of the duties and obligations imposed upon the said original Trustee.

D. Trustee's Decisions, Resignations, Absence and Incapacity.

1. Except as expressly provided otherwise herein, all actions by the Trustee shall be taken only by unanimous decision of the Trustees then serving; provided, however, that no Trustee other than the Settlers shall participate in any decision affecting any distribution of which he or she may be a beneficiary or the effect of which may be to discharge any legal obligation of such Trustee.

2. Any Trustee may resign by delivering written resignation to the other Trustee then serving or, if none is then serving, then such notice given, to any competent adult beneficiary or the parent or guardian of a minor of otherwise incompetent beneficiary.

3. An individual Trustee may authorize in writing the other Trustee then serving to administer the trusts and act in his name and in his behalf during any temporary absence or incapacity; provided, however, no Trustee in such event shall be authorized to exercise any power of discretion which such Trustee is expressly prohibited from exercising by any provisions of this Trust Agreement.

E. Accounting by Trustee. The Trustee shall prepare an account for each taxable year of each trust, and, whenever a Trustee ceases to serve, an account shall be prepared from the

time of the last prior account through the end of the period of service. The Trustee shall keep each account available for inspection by and may deliver copies to the beneficiaries eligible within the period covered thereby to receive benefits from the trust which is the subject of said account. The written approval of an account by such beneficiary, or by his or her parent or guardian if such beneficiary is a minor or otherwise incompetent, shall be final and binding as to all matters stated therein or shown thereby upon that beneficiary and upon all persons then or thereafter claiming any interest through or under him or her in the income or principal of such trust. Failure of such beneficiary or of his or her parent or guardian if such beneficiary is a minor or otherwise incompetent, to deliver to the Trustee written objection to an account within thirty (30) days after receipt thereof shall constitute the final and binding approval thereof by that beneficiary.

ARTICLE XI

TRUSTEE POWERS

In the administration of the trust created hereunder, the Trustee shall have the power and authority, in addition to any other powers that may be conferred by law and without application to any court.

A. To allot any share created hereunder an undivided interest in any property constituting a portion of the Trust Fund; to make joint investments for such shares.

B. To sell at public or private sale, exchange, lease for terms within or beyond the term of this Trust, mortgage and pledge any property, real or personal, at any time constituting a portion of the Trust Fund, to borrow money for any purpose connected with the protection, preservation or improvement of the trust estate, upon such terms and conditions as the Trustee shall deem proper.

C. To invest and reinvest the Trust Fund or any part thereof, in any property, real or personal, domestic or foreign; securities, including, but not limited to

common and mutual funds, investment trust certificates, bonds, debentures, preferred stocks, stock options, margin accounts, common stocks, insurance, mortgages, mortgage participation certificates, leases, royalties working interests and other participations, and rights relating to minerals, oils and gas, limited partnerships and obligations (secured and unsecured) whether or not and such investment would be an appropriate trust investment apart from this provision and even though such investment is generally considered speculative or causes a greater proportion of the trust estate to be invested in investments of one type or of one company than would be appropriate for a trust apart from this provision; and to participate in a common trust fund, as the Trustee shall deem wise, without being limited to investments authorized by law for trust funds; and to exercise any subscription, conversion, or other rights or options which may at any time attach, belong, or be given to any property of the Trust Fund.

D. In respect to any securites, to vote upon any proposition or election at any meeting and to grant proxies, discretionary or otherwise; to vote at any such meeting.

E. To make distributions in kind, i.e., either in the form of trust assets, cash, or a combination of both.

F. To determine what is principal and what is income hereunder, in the Trustee's discretion, without respect to any statute or rule of law, including, but not limited to, statutes of the State of Alabama, provided standard acceptable accounting principles are followed; except that any capital gains distributions paid with regard to any mutual fund shares at any time constituting a part or share of the principal of the trust shall be considered income of the trust and distributed as such.

G. To hold bonds, shares or other securities in bearer form, or in the name of the Trustee or other nominee, without indication of any fiduciary capacity; to deposit cash in checking or savings accounts, in a bank or savings and loan institution, and withdraw from the same without indication of any fiduciary capacity; and to vote and give proxies to vote any securities having voting rights.

H. To enter into a fixed or level payment withdrawal plan with any mutual fund authorizing payment to the Grantor or any other beneficiary hereunder of a specified monthly amount payable from the income dividends, capital gains distributions and, to the extent necessary, from the proceeds of liquidation of shares of such mutual fund with a custodian or other agent pursuant to any such authorization.

I. To manage, repair, improve, remodel, alter, add to or take from any property, real or personal, at any time forming a part of the trust estate. With respect to any trust created hereunder, the Grantor hereby waives compliance by the Trustee with provisions of Section 19-3-280 of the Code of Alabama, or as subsequently modified or amended, relating to under productive property.

J. To commence or defend such litigation or other legal action with respect to the Trust Fund as the Trustee deems proper and to employ accountants, attorneys and such agents as it may deem advisable; to pay reasonable compensation for their services and to charge same to (or apportion same between) income and principal as it may deem proper.

K. To designate the authorized signatures on accounts with banks and savings and loan institutions whether such signatories be a Trustee or not and all institutions relying on such authorized signatures are exonerated from any loss, claim or liability. Accordingly, one or two or more Trustees as well as non-fiduciary parties may be authorized signatories.

L. To exercise any and all powers and discretions given to a Trustee from time to time under the Alabama Uniform Trust Administration Law and the other laws of the State of Alabama not inconsistent with the provisions hereof.

No purchaser from the Trustee or any other person dealing with the Trustee shall be under any obligation see to the application of the purchase money, or to the proper administration of this Trust. Any corporation, its transfer agent and its dividend disbursing agent, and any person, firm, bank or savings and loan association, or any other party with whom the Trustee shall deal, shall be under no obligation or liability with respect to the validity or proper administration of this Trust, and shall be entitled to rely entirely upon written orders of the Trustee or his nominee, and shall be entitled to assume that this Trust Agreement as now written is in full force and effect until receipt of the written notice of its amendment, termination or revocation.

ARTICLE XII

DUTIES OF TRUSTEE

The Trustee shall have the duty to file any required income tax, intangible tax or other tax returns for the Trust and to see that any taxes due are paid thereon. The Trustee shall have the duty to maintain records of receipts and disbursements of the Trust Fund and to account for all trust proceeds of any type.

ARTICLE XIII

EXONERATION FROM DUTY TO AUDIT

Any Successor Trustee hereunder shall not be required to audit or to determine the accuracy or propriety of any disbursements contained in the accounting theretofore rendered by the predecessor Trustee and such Trustee is hereby exonerated from any liability or responsibility with respect thereto. A Successor Trustee shall not be required or be under any duty to ascertain the correctness or validity of any prior accounting of

any predecessor Trustee and no such liability shall attach to a Successor Trustee hereunder in respect to such accounting.

ARTICLE XIV

TERMS

Whenever convenient or desirable, the term "Trustee", as used in this Agreement, shall include any substitute, successor and additional Trustee or Trustees and in the plural. The term "beneficiary" shall include every individual and entity named or unnamed, entitled to share under this Agreement as herein provided. The terms "child", "children", "issue" or "descendants" shall include the Settlor's lawful children, including those born after the date of this Trust, or the issue of said children, unless otherwise provided herein, but any share to which such afterborn children shall be entitled shall not later than the time permitted by the Rule Against Perpetuities. Unless otherwise required, masculine personal pronouns include the feminine and the singular and plural may be construed interchangeably.

ARTICLE XV

TRUSTEE COMPENSATION

A professional Trustee shall be entitled to reasonable compensation for its services in the administration of this Trust. The term "reasonable compensation" shall be that compensation which is customarily paid for like services in the community at the time and place the said Trustee services are performed. A non-professional Trustee shall not be entitled to compensation for his or her services, however, he or she shall be entitled to reimbursement for any expenses incurred in the administration of this Trust when such expenses are incurred in the course of performing as a fiduciary hereunder.

ARTICLE XVI

SEVERABILITY CLAUSE

This trust is established under the laws of the State of Alabama and the validity, administration and interpretation of this Trust shall be governed by the laws of said State. However,

this Trust may be administered elsewhere within the United States and abroad, and it shall not be necessary that the Trust or any Trustee hereunder be qualified in the State of Alabama or that Court approval be required to exercise any power, right or discretion granted to the Trustee. The Trustee shall further be authorized to act without posting any bond or without any notice to or consent from anyone. It is the intent of this Agreement in all things to conform to the law in the disposition of the properties and securities herein, however, if by inadvertence, parts hereof may be held to be invalid, the Trustee does hereby declare that invalidity of any of the provisions herein contained in respect or particular shall not be deemed or held to impair any of the other provisions of this Agreement for the disposition of the properties and assets, real, personal or mixed, of the Trust or the income derived therefrom, as herein provided.

ARTICLE XVII

DISSOLUTION AND DISCHARGE

Upon the final distribution of all assets held in trust hereunder by the Trustee to the beneficiaries and subsequently, upon delivery to the said Trustee of a written receipt from the said beneficiaries, this Trust shall thereupon be dissolved and said dissolution shall act as a complete discharge and acquittance of the said Trustee.

ARTICLE XVIII

ACCEPTANCE CLAUSE

The Trustee hereby accepts the Trust herein created.

IN WITNESS WHEREOF, the Grantors and Trustees have hereunto set their hands and seals the date first aforesaid.

Jay H. Johnson (SEAL)
Mary Logan Johnson (SEAL)

WITNESSES:

Nelda S. Lowery
Margaret A. Duling

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jake H. Johnson and Mary Lynn Johnson, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents and its purposes, they executed the same as Settlers voluntarily on the day the same bears date.

Given under my hand and official seal this 9 day of November, 1984.

Barbara Ann Freeman
Notary Public

My Commission
expires 3/27/88



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"SCHEDULE A"

Real Property

A. Lot Number 464, in Block Number 6, situated in the town of Calera, Shelby County, Alabama, being the same lot conveyed by N.M. Mosteler, and Bessie A. Mosteler to F. Stine, by deed dated January 28th, 1900, and recorded in the Probate Office of Shelby County, Alabama, in Deed Book 27 at page 25.

Lots 7 and 8, Block 255, according to Dunstan's Map of Calera.

B. Lot 8 of Block 259 according to Dunstan's Survey of the Town of Calera.

This property is same as conveyed from Z.S. Cowart to Julius S. Pilgreen, Jr. as recorded in Volume 120 Page 69 dated Oct. 26, 1944.

C. Lot 11, Block 2, on Shady Side Drive of Lake #1, Shechi Lake

D. One house and lot being in the town of Calera, Shelby County, Alabama fronting on Smith Street So Called fifty two and one half feet and extending back two hundred and ten feet. Adjoining and lying along Side of the lot formerly owned by Wm Dial and later by Mary W. Campbell and more particular described as being a part of the North east Corner of the North west half of the North west quarter of Section two (2) township twenty four (24) Range thirteen (13) East.

E. Lots #5, 6, 7, 8, 9, 10, 11, and 12 in Block 263, and Lot #5 in Block 264, All of said property being in J. H. Dunstan's Survey of the Town of Calera, Alabama.

F. That property described in that deed from Z. S. Cowart dated about 1935. Said deed describes back property near residence.

Note: It is the intent of the Settlers that all real property owned by said settlers be conveyed to the trust. The Settlers intend to execute deeds conveying all property owned by them to the trust once ownership is verified through title examination. The above descriptions and information are given because settlers have deeds showing that they have an interest or have at one time had an interest in the properties so described.

(continued on next page)

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"Schedule A" (continued)

Personal Property

Certificates of Deposit

Am South Bank - #00-705578

Central State Bank - #9387
" " " - #9182
" " " - #9493
" " " - #9580

Note: It is the intent of the settlors to execute the necessary documents with the appropriate bank as soon as possible after the execution of this trust agreement to transfer all certificates of deposit to the trust.

Note: It is the further intent of the settlors to transfer any new certificates of deposit to the trust.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1985 FEB 22 AM 10:43

Thomas R. Henderson, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>42.50</u>
Index Fee	<u>1.00</u>
TOTAL	<u>43.50</u>

