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REAL 2007 SALE 214
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INDENTURE OF TRUST

[The Nell Hollingsworth Roberts Trust No. 1]

STATE OF ALABAMA)
JEFFERSON COUNTY)

This indenture of trust, made and entered into this 29th day of December, 1980, by and between, on the one hand, Louie Reese, Sr. (sometimes called the "settlor") and, on the other hand, Lynnell Reese Benson and Louie Reese, III (sometimes called the "trustees"),

W I T N E S S E T H:

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That for and in consideration of the love and affection of the settlor for the initial beneficiary hereunder, namely his grand-daughter Nell Hollingsworth Roberts, born June 5, 1980, and of other good and valuable consideration receive by the settlor, the undersigned settlor has granted, bargained, transferred, set over, assigned, and delivered, and does hereby grant, bargain, transfer, set over, assign, and deliver, unto the trustees, in trust nevertheless, to be held for the sole benefit of the aforesaid initial beneficiary, the property listed on Attachment "A" hereto (and made a part hereof) to take, hold, stand possessed of, administer, and deal with the said property upon and subject to the trusts, terms, and conditions hereinafter stated, and the settlor has reserved and does hereby reserve, to himself and to any other person or persons, corporation or corporations, the right to convey any properties (real or personal or mixed in any ratio) to the trustees at any time hereafter to be held by the trustees upon the terms and conditions herein stated.

Reese

NOW, THEREFORE, the parties hereto covenant and agree that the trustees, their successors as trustees, etc., shall stand possessed of the said property and any property hereafter acquired by such trustees (all of the principal of which is sometimes called the "trust estate"), as from time to time constituted, upon and subject to the following trusts, uses, terms, and conditions.

FIRST
THE BENEFICIARY

The trustees shall take hold, stand possessed of, manage, invest and reinvest the trust estate for the sole benefit of Nell Hollingsworth Roberts, granddaughter of the settlor (hereinafter sometimes called the "initial beneficiary"), all upon the following terms and conditions:

(1.1) Subject to earlier termination according to paragraph (1.9), below, the trust hereof shall terminate when the initial beneficiary attains the age of 30 (thirty) years or sooner dies.

(1.2) Until the initial beneficiary attains the age of 21 (twenty-one) years or sooner dies, the trustees shall invest and reinvest the principal thereof and pay to, or expend for the sole benefit of, the initial beneficiary, so much, which may be all, of the income and principal, either or both thereof, as the trustees shall in their own absolute and uncontrolled judgment and discretion determine, and once each trust-accounting year, at or as at the end thereof, accumulate so much of the income for that said year as shall not have been so paid or expended as aforesaid and irrevocably add the same to the principal from which it

shall have been derived. Expenditures for the benefit of the initial beneficiary as aforesaid may be for her maintenance, support, education, health, comfort, general welfare, and generally for any purpose for her sole benefit. The purposes for which principal may be paid or applied under the foregoing provisions of this paragraph (1.2) shall be as broad as those for which income may be paid or applied.

(1.3) When the initial beneficiary attains the age of 21 (twenty-one) years in a particular trust-accounting year, there shall vest in her absolutely and indefeasibly, and the trustees shall forthwith distribute and pay over to the initial beneficiary, free and clear of any trust under this indenture, all such income of that same particular trust-accounting year as shall theretofore have been received or accrued or accruable by the trustees save and except only such thereof as shall previously have been paid to, or expended for the benefit of, the initial beneficiary, in accordance with this indenture. And, after the beneficiary shall have attained the age of 21 (twenty-one) years, she shall thereupon and at all times during the ensuing one-year period, i.e., until she shall attain the age of 22 (twenty-two) years, have the absolute and unqualified power to cause to be distributed to herself, and to be vested in herself absolutely and indefeasibly, (a) the whole or any lesser part or any amount of the principal of the trust estate (including, without limitation, accumulated income constituting any part thereof), and (b) the whole or any lesser part or any amount of income thereof received by, or accrued by or accruable to, or to be received by or to be accrued by or to be accruable by, the trustees, after the initial beneficiary shall have attained the age of 21 (twen-

ty-one) years, by giving notice to the trustees to such effect as is provided hereafter; and, when any such notice shall have been given, the principal and income, either or both, to which the notice relates, and the right to the same, shall be vested absolutely and indefeasibly in interest in the initial beneficiary, and the same shall forthwith be distributed and paid over to her, free and clear of any trust under this indenture.

(1.4) After the beneficiary has attained the age of 21 (twenty-one) years, the trustees shall, subject in all events to any exercise or partial exercise of the power conferred upon the initial beneficiary by paragraph (1.3) hereof, stand possessed of so much of the then-principal of the trust estate as shall not have become or been made distributable by the initial beneficiary's notice as aforesaid, and as to that principal the trust thereof shall continue by its own terms until the initial beneficiary shall thereafter attain the age of 30 (thirty) years or sooner die, and during that time the trustees shall pay to the initial beneficiary, or apply to or for her benefit or her account, the entire current net income of the trust estate and, upon exhaustion of the current net income, so much, which may be all if any, of the principal thereof, as the trustees shall in their own absolute judgment and discretion deem necessary, desirable, or appropriate for purposes of the maintenance, support, education (at any post-college-graduate level or lesser level), health, comfort, and general welfare of the initial beneficiary. In determining from time to time how much principal is to be so paid to, or applied for the benefit or the account of, the initial beneficiary, for the said purposes, the trustees may, but need not, take into consideration any other resources known

to the trustees to be directly or indirectly available to or for the initial beneficiary for those same purposes. The trustees shall not be required to inquire into the existence of any such other resources.

(1.5) All invasions and applications of principal before the beneficiary's attainment of the age of 30 (thirty) years shall be deemed distributions, and shall not be deemed debts of anyone, nor shall they be recouped from any source at any time.

(1.6) When the beneficiary shall attain the age of 30 (thirty) years, the trust under this indenture shall terminate, and the entire then-principal, together with all income, thereof, shall vest absolutely in interest and in possession in the initial beneficiary, and, subject only to the payment therefrom of reasonable expenses referable to the said termination and validly chargeable against the said trust estate and income under the law of the initial beneficiary's then-domicile, shall forthwith be paid over and distributed to her, free and clear of any trust under this indenture, whereupon the trustees shall stand discharged with respect to the trust estate and all income thereof.

(1.7) If the initial beneficiary shall die before attaining the age of 22 (twenty-two) years, then and in that event the trust under this indenture shall terminate at the time of her death, and the entire then-principal, real and personal property alike, together with all income, thereof, shall vest absolutely in interest and in possession in the initial beneficiary's executors or administrators at that time and, subject only to the payment therefrom of reasonable expenses referable to the said termination and validly

chargeable against the said trust estate and income under the law of the initial beneficiary's then-domicile, shall forthwith be paid over and distributed to her executors and administrators, for and as a part of her own probate estate, free and clear of any trust under this indenture, whereupon the trustees shall stand discharged with respect to the trust estate and all income thereof.

(1.8) If the initial beneficiary shall die after attaining the age of 22 (twenty-two) years, but before attaining the age of 30 (thirty) years, then and in that event, first, all trust income of the then-current trust-accounting year that (i) shall have been received or shall have been accrued or accruable by the trustees before the death of the initial beneficiary, and that (ii) shall not have been paid out before her death, shall vest in, and shall be paid to, her executors or administrators, for and as a part of her own probate estate, and, second, in that same event the trustees of the trust estate shall stand possessed of the then-principal thereof for such estates (whether legal or equitable), and in such shares, interests, and proportions, and generally in such manner, as the initial beneficiary may, by will or codicil of hers specifically referring to this indenture, appoint to or for the benefit of any person or persons, corporation or corporations, whatever, including herself, her estate, her creditors, and the creditors of her estate, including, without abridgement, the United States of America and the State of Alabama. The general testamentary power of appointment hereby conferred upon the initial beneficiary is absolutely unrestricted and unlimited and may be exercised by her with the same effect as if all of the aforesaid principal of the said trust estate were owned absolutely, at law and in equity, by her,

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at her death. So much (which may be all, if any) of the then-principal of the trust estate as shall not be effectively appointed by the valid and effective exercise by the initial beneficiary of the aforesaid general testamentary power of appointment shall at the time of the death of the initial beneficiary vest absolute and indefeasibly, in interest and in possession, in such issue of the initial beneficiary as shall be living at that time, per stirpes and not per capita, to be theirs absolutely at that time, per stirpes and not per capita, or, if the initial beneficiary shall not be survived by any issue of hers, then and in that case in such issue of Julene Reese Roberts (daughter of the settlor) as shall be living at that time, per stirpes and not per capita, to be theirs absolutely at that time, per stirpes and not per capita.

(1.9) All of the provisions of paragraphs (1.6), (1.7), and (1.8), undertaking to dispose of the principal of the said trust estate shall be subject to the provision that, if the entire principal and income of the said trust estate shall be validly distributed, paid out, or expended, during the lifetime of the initial beneficiary before she shall have attained the age of 30 (thirty) years [as, e.g., according to ¶(1.5)], the trust shall terminate, and the trustees shall stand discharged, irrespective of the attained age of the beneficiary.

SECOND

POWERS OF TRUSTEES

In the management and control of the trust estate and the income derived therefrom, the trustees may do and have done with respect thereto and each and every part and

item thereof all things which in the judgment and discretion of the trustees may seem necessary, desirable or proper to promote, protect or conserve the interests thereof and of the beneficiaries hereunder in like manner as if the trustees were beneficially entitled to the trust estate and income; but all powers so conferred upon the trustees shall be exercised by the trustees solely in the trustees' fiduciary capacity. Every determination by the trustees in the construction of powers or in any matter with respect to which the trustees may be empowered to act or exercise discretion hereunder, whether upon a question formally or actually raised, or merely implied, in any act or proceeding of the trustees in relation to the premises, shall be binding upon all persons howsoever interested or to be interested in the trust estate and the income, 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 hereby vested in the trustees, it is declared and agreed that, without prior or other notice to, or consent of, anyone, or order of any court, the trustees shall have and may exercise, among other, each and all of the following powers, to be broadly construed with respect to the trust estate and trust income. The trustees shall have power, personally or by agent, to engage in business in a trust capacity as a sole proprietor or as a partner (either general or limited, or both) under the laws of any state; to participate in any joint venture; to incorporate or to join with others in incorporating any business, property or assets held by the trustees or in which the trustees at any time hold an interest hereunder; to hold any or all securities or other property in bearer form, or in the name of the trustees or either or any of them, or in the name(s) of some other

persons, partnerships, or corporations without disclosing any fiduciary relation; to retain, and by any means and transactions to acquire, and without limitation as to time or otherwise to make, investments in any property of any kind, real or personal, whether or not described or deemed as proper legal investments for trust funds by the laws of any state, by court decision, or by rule of court or otherwise, and wheresoever situated; to retain, make, hold or dispose of investments and reinvestments without regard to any actual or potential lack of diversification of such investments; to lease, lease with attached options, grant easements over, make contracts with respect to, grant options upon, sell, exchange, or otherwise dispose of, convey or transfer all or any property at any time subject to this indenture, or any interest therein, for such consideration, on such conditions, and for such term (even though it extends beyond the term of trusts created hereby) as the trustees may deem proper; to manage and vote stock or securities in any corporation, trust or association in respect of all matters ordinary or extraordinary, in person or by proxy with or without power of substitution, including recapitalization, refunding or reorganization of any character; to borrow or advance money and give or retain security therefor by mortgage or pledge of any property held in trust; to compromise or submit to arbitration any matter in dispute; to participate as partner, limited partner, owner, proprietor, or otherwise, in exploring for, and in the development, exploitation, and marketing of, natural resources and products manufactured from natural resources, including, without limitation, coal, petroleum, timber, crops, and real property; generally at the risk of the entire trust estate to engage in business; to become guarantor and surety; to convert any property, whether real, personal, or mixed in any ratio,

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into any other property, whether real, personal, or mixed in any ratio; to manage, operate, and administer all real property and interests therein; to erect, maintain, tear down or replace any improvements, buildings or structures placed or to be placed on any real property; by formal or informal proceedings or agreements to adjust any boundaries; to remove from and to procure the removal from and to consent to the removal from, the State of Alabama or any other State, and to locate and to procure to be located and to consent to be located, anywhere, any part, share or asset of the trust estate; to fix and to change the trust-accounting and other (fiscal) periods with respect to which income, capital changes and taxes shall be determined; to make elections available under the United States Internal Revenue Code; to create and change reasonable reserves for depreciation, depletion, and the accumulation of discount, and correspondingly to make appropriate charges against income therefor but not to exceed such amounts as shall be deemed allowable for those purposes from time to time by the laws of the initial beneficiary's domicile as it may be from time to time; and, by arrangements to be made among interested fiduciaries under this indenture to their own satisfaction, to provide that checks on any fiduciary bank account(s), or some thereof, may be signed by all or by any less than all of the fiduciaries under this indenture; and to receive and to hold and administer, subject to the terms of this indenture, any property, whether real or personal or mixed in any ratio, received at any time from any source, whether by deed or by will of any person.

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THIRD
THE TRUSTEES

(3.1) Initially, the trustees under this indenture are the settlor's daughter, Lynnell Reese Benson, and Louie Reese, III, a son of the settlor. In case either of the two said initial trustees shall die, resign, or cease to remain qualified as a trustee, then and in that event the trustees under this indenture shall be Wesley Reese, a son of the settlor, and such of the said Lynnell Reese Benson and Louie Reese, III, as shall be and remain qualified as such trustees. If it shall occur at any time for any reason that fewer than two of the aforesaid three natural persons shall be qualified as trustees under this indenture, then and in that case the trustees shall be such of Lynnell Reese Benson, Louie Reese, III and Wesley Reese as shall be or have remained qualified as trustees hereunder, and such one or more lineal descendants of the settlor, other than the settlor's daughter Julene Reese Roberts, as, being adults over the age of 21 (twenty-one) years at the time of their respective appointments as trustees as is hereinafter provided, shall be appointed trustees by deed, will, or codicil of any lineal descendant of the settlor who, at the time the said appointment shall by its terms purport to become effective, shall be, or immediately theretofore shall have been, himself, herself, qualified as a trustee hereunder, and the survivors and survivor of such persons who shall be so qualified and acting as trustees hereunder from time to time. Any deed so appointing a trustee or trustees at a particular time according to the preceding sentence must be in form satisfying the requirements of the law of the state of the initial beneficiary's domicile for the conveyance of real property at that same particular time. Neither the settlor, Louie

Reese, Sr., nor any wife of his, shall ever be trustee hereunder. Any natural person may resign as trustee hereunder, and if it shall occur at any time for any reason that, after giving effect to any such aforesaid deed, will, or codicil, there shall be fewer than two natural persons qualified as trustees under this indenture, these shall become trustee, with or without any natural person(s) also holding that office, The First National Bank of Birmingham, Birmingham, Alabama.

(3.2) In acting under this indenture, and in dealing with and administering the trust estate, assets and income as constituted from time to time, and in executing any powers derived by them from any source, the trustees may act personally or by attorney-in-fact or other agent, or by, or in reliance upon the advice of, attorneys or others, including by way of non-inclusive illustration lawyers, accountants, investment counsellors, brokers, and appraisers, and shall not be responsible to any beneficiary under this indenture for the acts or omissions or negligence of any such attorneys or agents, but shall be held only to the exercise of reasonable care in selecting, employing, and retaining such attorneys and agents.

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(3.3) No person or persons, corporation or corporations, dealing with any trustee shall be under any obligation, duty or liability to notice or inquire into the power or authority of any trustee to do any act done or requested to be done in the performance of any duties which by this indenture or otherwise are imposed upon the trustees or any trustee; nor shall any such person or persons, corporation or corporations, be under any obligation, duty or liability to see to the proper application or disposition by any trustee of any purchase price or other consideration for any property, or to see to the proper disposition of any money or property lent or delivered to any trustee.

(3.4) All of the powers and discretions of the trustees that are conferred upon them by any provision of this indenture, or otherwise, may be exercised by them after, as well as before, the vesting of any interest in the trust estate or any asset or income thereof until distribution shall have been effectively completed.

(3.5) No trustee shall ever be required either:

(A) To give or make any bond or other security for the faithful performance of any duties which by this indenture or otherwise are imposed upon the trustees; or

(B) To make or file, for or in any court, any report, inventory, appraisalment, settlement, or accounting.

The trustees shall, however, cause to be made out and kept current an inventory of the trust estate and of the assets with which they are chargeable, and shall make the same and

all fiduciary income tax returns available at reasonable times for inspection and copying by any beneficiary interested under this indenture.

(3.6) All powers, discretions, and immunities vested in or conferred upon the trustees are administrative and fiduciary powers, discretions, and immunities, and shall not be so construed or given effect as to constitute powers of appointment. All such powers, discretions, and immunities shall be exercised impartially, and only in the interests of beneficiaries under this indenture, and no such power, discretion, or immunity shall be exercised for the personal benefit of any trustee. Neither the settlor nor any wife of his shall ever acquire any asset of the trust estate by purchase, exchange, or other means.

(3.7) The word "trustees", wherever it appears in this indenture, shall designate and apply to, and govern the rights, powers, authorities, and duties of, the person, persons, corporation, whatever the case may be from time to time, that shall be qualified and acting as trustees hereunder. If any vacancy shall occur in an office of trusteeship, any surviving trustee shall have all of the rights, powers, authorities, and duties of all trustees until any additional or substitutional trustee shall have become qualified, whereupon the said rights, powers, authorities, and duties shall accrue to all trustees.

(3.8) Every trustee under this indenture shall be compensated and reimbursed in full from the trust estate, or from the income thereof, for all expenses, costs and charges reasonably paid or incurred by the trustees in administering the trusts hereof, including all such expenses, costs, and

charges reasonably paid or incurred in caring for the trust estate or any asset or income thereof, or in insuring or protecting any of the same from loss or damage, or from risk of loss or damage, from any casualty, force, hazard, or eventuality. If the trustees shall retain one or more attorneys or agents according to paragraph (3.2) hereof, the reasonable costs and expenses of so doing shall be charged against and paid from the trust estate or the income thereof, so that no trustee shall have any personal liability therefor or personal expense with reference thereto. Subject to the foregoing provisions of this paragraph, it is declared and agreed that no natural person at any time serving as trustee under this indenture shall be compensated except as provided previously in this paragraph. Any corporate trustee shall receive reasonable compensation for acting hereunder. Every trustee shall be entitled at his, her, its, absolute discretion, to cause a settlement or accounting, formal or informal, judicial or non-judicial, to be had with reference to any or all acts and doings of any trustee(s), and the reasonable expenses of any such settlement or accounting shall be paid from the trust estate or the income thereof as valid and appropriate expenses of administration.

FOURTH

THIS INDENTURE IS IRREVOCABLE

Settlor has been advised by counsel that, after the execution and delivery of this indenture by the settlor, this indenture will be irrevocable and will not be subject in whole or in part to revocation, modification, alteration or amendment. Settlor fully understands the aforesaid advice, and executes and delivers this indenture with the intention that the trusts and the dispositions herein declared

shall be irrevocable, and that the said settlor shall have and reserve no power whatever to revoke or modify or alter or amend any provision of this indenture.

FIFTH

(5.1) Income and principal, either or both, to be paid to the initial beneficiary under this indenture may, in the discretion of the trustees, be paid to her, irrespective of her attained age, or, while she is under the disabilities of minority, to a guardian of hers.

(5.2) Income and principal, either or both, to be paid to the initial beneficiary or applied for her benefit or her account, may, in the discretion of the trustees, be paid to her, irrespective of her attained age, or, while she is under the disabilities of minority, to her or to a guardian of hers, or, irrespective of her attained age, may be paid directly to some other person or persons, corporation or corporations, for the benefit or the account of the initial beneficiary, and the receipt of any such other person or persons, corporation or corporations, shall be a full receipt and discharge to all trustees of the amount to which the receipt relates.

SIXTH

Promptly after the initial beneficiary's attainment of the age of 21 (twenty-one) years, the trustees shall cause a true copy of this indenture to be furnished and manually delivered to the initial beneficiary as notice of its provisions, and the initial beneficiary shall also be given such other such notice to her as the law of Alabama and the law of the initial beneficiary's then-domicile shall require.

SEVENTH

LAW GOVERNING THIS INDENTURE

The duties, rights, and powers of the initial beneficiary and of all trustees under this indenture shall be determined and governed by the law of Alabama except where this indenture expressly sanctions reference to the law of another state.

EIGHTH

ACCEPTANCE BY THE TRUSTEES

The initial trustees, by the execution hereof, accept the trusts herein declared and created and agree to perform the same with due fidelity. Any executions hereof by Wesley Reese and by The First National Bank of Birmingham (the "bank") are affixed to witness the promise of them to act as trustees at a later appropriate time according to the provisions of this indenture.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the dates indicated opposite our respective signatures:

December 29th 1980
Date

Louie Reese (Sr.) (SEAL)
settlor

December 29 1980
Date

Lynnell Reese Benson (SEAL)
Lynnell Reese Benson
an initial trustee

December 29, 1980
Date

Louie Reese III (SEAL)
Louie Reese III
an initial trustee

December 29, 1980
Date

Wesley Reese (SEAL)
Wesley Reese

ATTACHMENT "A"

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An undivided interest in the following described real estate, situated in St. Clair and Shelby Counties, Alabama, to wit:

All of Section 36, Township 17, R1E except that part of the N 1/2 of the NE 1/4 on the north side of Shoal Creek.

All that part of the S 1/2 of the SW 1/4 and the SW 1/4 of the SE 1/4 of Section 25, Township 17, Range 1 East south and west of Shoal Creek.

The E 1/2 of the E 1/2 and the SW 1/4 of the SE 1/4 of Section 35, Township 17, Range 1 East.

The NE 1/4 of the NE 1/4 of Section 2, Tp. 18, Range 1 East.

The S 1/2 of the NW 1/4 and the N 1/2 of the SW 1/4 of Section 31, Tp. 17, R2E.

Also a perpetual right of way for a road 25 feet in width extending across the S 1/2 of SW 1/4 of said Section 25 from the old ford on Shoal Creek to the public road, to be used for ingress and egress to and from the property hereby conveyed.

This conveyance is subject to transmission line permit granted to Alabama Power Company recorded in Deed Book 131, Page 319 of the records in the Probate Office of Shelby County, Alabama.

And an undivided interest in:

Lot 10, Block 5 in the survey of Queenstown as recorded in Volume 7, Page 72, in the Office of the Probate Judge of Jefferson County, Alabama.

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

89 OCT -9 PM 12:11

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

REAL 2007 PAGE 214
DEC 31 9 08 AM '80

RECORDED & 1/2 MTC TAX
& 1/2 DEED TAX HAS BEEN
PAID ON THIS INSTRUMENT.

JUDGE OF PROBATE

1. Deed Tax -----	\$ 1.00
2. ... Tax -----	\$
3. Recording Fee -----	\$ 45.00
4. Copying Fee -----	\$ 3.00
5. ... Tax Fee -----	\$
6. Certified Stamp Fee --	\$ 1.00
Total -----	\$ 50.00

600
2650
3250