This instrument was prepared by:

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3977

STATE OF ALABAMA)

SHELBY COUNTY)

JOEL E. BEARDEN QUARRY TRUST

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On this, the 27 day of December, 1991, I, JOEL E. BEARDEN, the undersigned Grantor, being a resident of the State of Alabama, hereby enter into this Trust Agreement with JOEL ELWYN BEARDEN, JR. and RALPH WEBSTER BEARDEN, the undersigned Trustees, being a resident of the State of Alabama, as follows:

WITNESSETH:

WHEREAS, I desire to grant, out of my present holdings and property, and create therewith a trust, or several trusts, which shall be for the benefit of JOEL ELWYN BEARDEN, JR., PEGGY A. BEARDEN, JANICE B. PEOPLES, MICHELLE B. FINN, KIM B. WASH, STACI B. BALLARD, KATHLEEN OWENS, ROBERT EUGENE OWENS, JR., LINDA KATHLEEN OWENS, LARRY WAYNE OWENS, DENISE F. OWENS, FRANCES B. LEWIS, DAVID E. LEWIS, SHERRY L. LEEMON, DAVID EDWARD LEWIS, PAMELA L. MEARS, RALPH WEBSTER BEARDEN, MONTA FAYE BEARDEN, RALPH WEBSTER BEARDEN, JR., ALFRED WAYNE BEARDEN, CYNTHIA B. CARROLL, RAMONA B. MARTIN, SHIRLEY B. GENRY, DON C. GENRY, CHRISTOPHER D. GENRY, TIMOTHY E. GENRY L. SCOTT GENRY, JOHN L. BEARDEN, JR., CATHY N. BEARDEN, DAVID ELWYN BEARDEN, DEBBY S. BEARDEN, GINGER B. BURNS and JAMES LARRY BURNS; and

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WHEREAS, the Trustee hereinabove named has agreed to accept said trusteeship, and all interest and property which may come into such Trust by reason of this Agreement, for the benefit and use of the above beneficiaries, all in accordance with the provisions hereinafter set forth;

NOW THEREFORE, in consideration of the premises, it is hereby understood and agreed by and between the parties hereto as follows:

GRANT OF TRUST

I hereby grant, assign, set over, transfer and deliver to the Trustee the property listed on Exhibit "A" attached hereto, to be held and administered for the following uses and purposes, and subject to the terms, conditions, powers and agreements hereinafter specified.

DUTIES AND POWERS

In the management and control of any trust created herein, the Trustee, in the sole judgment and discretion of the Trustee, 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. Without in any way limiting the generality of the foregoing, but

ELWYN BEARDEN
3490 BEARDEN LANE
HELENA, AL 35080

solely in order to define with particularity certain of the powers herein vested in the Trustee, the Trustee shall have and may in the judgment and discretion of the Trustee, 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 at public or private sale, 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 may determine, to invest and reinvest said trust estate and the proceeds of sale or disposal of any portion thereof, in such loans, stocks, bonds or other securities, mortgages, common trust funds, shares of investment companies or investment securities of management-type investment companies such as mutual funds, or other property, real or personal, without being bound by any provision of law restricting investments by trustees, 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. The Trustee may delegate all or any part of the above powers to such investment counselors, consultants or managers as the Trustee may deem appropriate.

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, with or without option of purchase, and to let, exchange, release, partition, vacate, dedicate or adjust the boundaries of real estate constituting a part of said trust estate.

3. To borrow money for such time and upon such terms as the Trustee may consider necessary or convenient in the administration of the trust, and to secure any such loan by mortgage or pledge.

4. To hold any property or securities originally received as a part of said trust estate, including any stock or obligations of any corporate trustee serving hereunder from time to time, or of any holding company or similar corporation which owns stock of such corporate trustee, so long as the Trustee shall consider the retention thereof in the best interest of said trust estate, without being bound by any provision of law restricting investments by trustees, without liability for depreciation or loss through error of judgment, and in disposing of any property constituting a part of said trust estate; to acquire other property without being bound by any provision of law restricting investments by trustees, including any stock or obligations of any corporate trustee serving hereunder from time to time, or of any holding company or similar corporation which owns stock of such corporate trustee, where such course is, in the opinion of the Trustee, in the best interests of said trust estate.

5. To keep any property constituting a part of said trust estate properly insured against fire and tornado, and other hazards, to pay all taxes or assessments, mortgages, or other liens now or hereafter resting upon said property, and generally to pay all of the expenses of the trust incurred in the exercise of the powers herein vested in the Trustee which, in the judgment of the Trustee, may be proper or necessary.

6. 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 (general, limited or special), or corporation, without disclosing any fiduciary relationship.

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7. To continue any business or partnership (general, limited or special) held by the Trustee for such time and under such management and condition as, in the discretion of the Trustee, may be expedient; or to liquidate or dissolve any such business or partnership (general, limited or special) at such time and upon such terms and conditions as, in the judgment of the Trustee, are for the best interests of said trust estate; or so far as may be necessary in the judgment of the Trustee to cause to be incorporated any such business or partnership (general, limited or special) and to use the funds of the trust estate to protect the interests of this trust in any contract, business or partnership (general, limited or special) which I may at any time, whether inter vivos or testamentary, transfer to this trust or to protect any interest which this trust may have in the securities of any such corporation. I grant to my Trustee the power to do all the acts in connection with said businesses which I could have done had I then owned such business interests, or to delegate such powers to any partner, manager or employee, without liability for any loss occurring therein. I authorize the Trustee to make public or private sale of said business or businesses, and the real and personal property thereof, at such time or place, and for such price, and upon such terms as to cash or credit, with or without security for the purchase price, as the Trustee may deem best, and to execute all necessary assignments and conveyances to the purchasers, without liability on the part of the purchasers to see to the application of the purchase monies.

8. 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 or company whose securities form a portion of the trust estate; to exchange the securities of any corporation for other securities upon such terms as 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 persons owning similar property in their own right; provided, however, that if, at any time a corporate trustee is serving hereunder it shall purchase or retain stock or obligations of itself or of any holding company, or similar corporation which owns stock of such corporate trustee, then in the election of directors and other matters in which said corporate trustee is prohibited from voting its stock or stock of any holding company or similar corporation which owns stock of a corporate trustee, such stock shall be voted by the eldest adult beneficiary hereunder.

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9. To institute and defend any and all suits or legal proceedings relating to the said trust estate, in any court, and to employ counsel and to compromise or submit to arbitration all matters of dispute in which said trust estate may be involved, as in the judgment of the Trustee may be necessary or proper.

10. At any time or from time to time to advance money to the trust estate from funds of the Trustee for any purpose or purposes of the trust, and to reimburse the Trustee for the money advanced and interest thereon from the trust property or from any funds belonging to the trust property thereafter coming into the custody of the Trustee from any source.

11. To pay from and out of the income of the trust property any and all expenses reasonably necessary for the administration of the trust, including interest, taxes, insurance, including public liability insurance, and compensation to 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 purpose of paying such expenses, to pay the same from the corpus of the trust estate.

12. To execute and deliver any and all contracts, conveyances, transfers, or other instruments and to do any acts necessary or desirable in the execution of the powers herein vested in the Trustee.

13. To determine whether any money or property received shall be treated as a part of the principal of said trust estate or a part of the income therefrom, to apportion between such principal and income any loss or expenditure in connection with said trust estate as may seem just and equitable to the Trustee, and to set up reserves out of income to meet such items of depreciation, obsolescence, future repairs or amortization of indebtedness deemed by the Trustee to be a proper charge against income. Any death benefits which shall become payable under any qualified pension or profit sharing plan, shall be allocated to the principal of said trust estate under the terms and provisions hereof.

14. In making any division of the trust property into shares for the purpose of any distribution thereof directed or permitted by the provisions of this Trust Agreement, the Trustee may make such division or distribution either in cash or in kind, or partly in cash and partly in kind, as the Trustee shall deem most expedient, and in making any division or distribution in kind, the Trustee may allot any specific security or property, or any undivided interest therein, to any one or more of such beneficiaries, and in such proportions and amounts, considering both equality of distribution and federal income tax basis of trust assets, as the Trustee may deem proper; and to that end, may appraise any or all of the property to be allotted, and the judgment of the Trustee as to the propriety of such allotment and as to the relative value and basis for the purposes of distribution of the securities or property so allotted, shall be final and conclusive upon all persons interested in this trust or in the division or distribution thereof. In allocating, transferring and assigning to any beneficiary, property, or interests in property, in order to equal the total value of a pecuniary gift made to any beneficiary under the terms and provisions hereunder, I caution the Trustee to investigate the income tax impact, if any, that might result to my estate in allocating, transferring and assigning to such beneficiary for such purposes any asset belonging to my estate which would constitute "Income in Respect of a Decedent" pursuant to the then applicable provisions of the United States Internal Revenue Code, and regulations pertaining thereto.

15. In the event the Trustee owns an interest in the shares of stock of any closely-held family corporation, and the persons named herein as Trustee shall be or shall become affiliated with any such closely-held corporation, serving as employees, officers or directors thereof, I direct that such persons serving as Trustee hereunder shall not be disqualified from employment by any such family corporation or its successor, or the continued employment by said persons for either the same or greater compensation as determined from time to time by the board of directors in office. In the circumstances described in this paragraph, said persons serving as Trustee hereunder shall be exonerated from any claim

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or demand arising from the fact that they may be receiving or have received compensation for serving as a director, officer and/or employee when serving as Trustee or successor Trustee.

16. The Trustee shall not be personally liable to any beneficiary hereunder for any claim against the trust for the diminution in value of the trust property arising from the compliance by the Trustee with any federal, state or local law, rule or regulation including:

(a) the reporting of or other response to the contamination of trust property by substances or materials prohibited or regulated by federal, state, or local law or that are known to pose a hazard to the environment or to human health,

(b) the reporting of or other response to violations of any other federal, state or local law, rule or regulation involving materials or substances regulated by federal, state or local law or that are known to pose a hazard to the environment or human health, or

(c) other matters relating to environmental laws.

17. The Trustee may, in its discretion, periodically inspect, review and monitor, or require the inspection, review and monitoring of any and all property held in this trust for the purpose of determining compliance with any law, rule or regulation affecting such property, with all expenses of such inspection, review and monitoring to be paid from the income or principal of the trust.

18. The Trustee shall have the power, in order to protect the assets held in any trust created hereunder, to take any and all action it shall reasonably deem necessary, in its sole discretion, to prevent, abate, "clean up", or otherwise respond to any violation of any federal, state or local law, rule, or ordinance affecting any property held in trust related to the generation, use, treatment, storage, disposal, release, discharge, or contamination by any materials or substances that are prohibited or regulated by federal, state, or local law or that are known to pose a hazard to the environment or human health. Such actions may be taken prior to the initiation of enforcement action by a federal, state or local agency. The Trustee shall obtain an estimate of the cost of such response to such violation or contamination and shall notify the beneficiaries of the trust of the estimated cost of such response. Such beneficiaries shall have the right to pay for such response costs or to authorize payment of such costs by the fiduciary from trust assets. If the beneficiaries of the trust for any reason fail to pay for or authorize payment of such costs from trust assets, the fiduciary shall be entitled nonetheless to use trust assets to pay such costs or, in its sole discretion, to resign in accordance with the provisions herein regarding the resignation of the fiduciary.

19. The Trustee shall have the power, in its sole discretion, to settle or compromise at any time any and all claims against the trust which may be asserted by any federal, state, or local agency or private party involving the alleged violation of any federal, state, or local law, rule or regulation affecting property held in trust.

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20. The Trustee shall have the power to disclaim any power which, in the sole discretion of such fiduciary, will or may cause the Trustee to be considered an "owner" or "operator" of property held in this trust as those terms are defined in the Comprehensive Environmental Response, Liability and Compensation Act, (CERCLA), as amended from time to time, of which shall otherwise cause the Trustee to incur liability under CERCLA or any other federal, state or local law, rule or regulation. The power to disclaim as contained in this section shall apply to any power, whether actually set forth in this Trust Agreement, incorporated by reference herein, or granted or implied by any statute or rule of law.

21. The Trustee shall have the right to resign at any time it believes there is or may be a conflict between it in its fiduciary capacity and in its individual capacity because of potential claims or liabilities which might be asserted against this trust created because of the type or condition of the assets held in this trust.

TRUST ESTATE

The Trustee shall hold, manage and control the property coming into its possession, pursuant to the power and authority herein given to the Trustee, for the uses and purposes and upon the terms and conditions hereinafter stated.

A. The Trustee shall apportion said trust estate into the shares hereinafter set forth for the beneficiaries, whether then living or deceased. Each share apportioned for a beneficiary, or the lineal descendants of a deceased beneficiary as set forth hereinafter, shall be a separate and distinct trust. I hereby authorize the Trustee, in its discretion, for the sake of convenience, to refrain from making a physical separation of the assets of these trusts into separate, equal trusts, if such treatment will facilitate the administration of said trusts. I also authorize the Trustee to mingle and commingle investments, but I wish it specifically understood that I am creating independent trusts for all purposes. I direct that the Trustee apportion said trust estate as follows:

Beneficiary	Fractional Share
JOEL ELWYN BEARDEN, JR.	1/36
PEGGY A. BEARDEN	1/36
JANICE B. PEOPLES	1/36
MICHELLE B. FINN	1/36
KIM B. WASH	1/36
STACI B. BALLARD	1/36
KATHLEEN OWENS	1/30
ROBERT EUGENE OWENS, JR.	1/30
LINDA KATHLEEN OWENS	1/30
LARRY WAYNE OWENS	1/30
DENISE F. OWENS	1/30
FRANCES B. LEWIS	1/30
DAVID E. LEWIS	1/30
SHERRY L. LEEMON	1/30
DAVID EDWARD LEWIS	1/30
PAMELA L. MEARS	1/30
RALPH WEBSTER BEARDEN	1/36
MONTA FAYE BEARDEN	1/36
RALPH WEBSTER BEARDEN, JR.	1/36
ALFRED WAYNE BEARDEN	1/36
CYNTHIA B. CARROLL	1/36
RAMONA B. MARTIN	1/36
SHIRLEY B. GENRY	1/30
DON C. GENRY	1/30

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CHRISTOPHER D. GENRY	1/30
TIMOTHY E. GENRY	1/30
L. SCOTT GENRY	1/30
JOHN L. BEARDEN, JR.	1/36
CATHY N. BEARDEN	1/36
DAVID ELWYN BEARDEN	1/36
DEBBY S. BEARDEN	1/36
GINGER B. BURNS	1/36
JAMES LARRY BURNS	1/36

B. The Trustee shall hold the share of each such beneficiary entitled to share in said trust estate in trust for the use and benefit of such beneficiary, until the termination of the trust as provided hereinafter. During the continuance of the trust as to each beneficiary's share of the trust estate, the Trustee shall transfer and pay over to such beneficiary, for such beneficiary's health, support and maintenance, the entire net income from such beneficiary's share of said trust estate, and such additional sum or sums from the corpus of such beneficiary's share of said trust estate as the Trustee may from time to time deem necessary for such purposes.

C. Upon termination of the trust estate, as provided hereinafter, the Trustee shall transfer and pay over to each beneficiary hereinabove named his or her entire share of the trust estate, free from trust.

D. In the event any beneficiary hereinabove named shall die prior to the distribution to him or her of all of his or her share of the trust estate, the entire remaining property then constituting said beneficiary's share of the trust estate shall, be conveyed, transferred and assigned in such manner and in such proportions, without restrictions or qualifications of any kind, as such beneficiary may appoint in and by his or her Last Will and Testament, making specific reference to the power of appointment hereby conferred. I hereby direct that no exercise of the power of appointment shall be effective unless specific reference to the power shall be made in the Will of the beneficiary exercising such power. Such beneficiary may appoint all or any part of such principal to be distributed upon his or her death to his or her estate, to the creditors of his or her estate, or to any other appointee, either outright or otherwise. It is my express direction and intent that the power of appointment conferred in this provision shall be unlimited, or equivalent to a general power of appointment, and shall be as broad as the power required by the then applicable provisions of the U. S. Internal Revenue Code and regulations pertaining thereto.

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E. In the event that a beneficiary hereinabove named should die having failed to exercise the general power of appointment granted to him or her in the immediately preceding paragraph of these TRUST ESTATE provisions, or shall relinquish his or her interest in any share of said trust estate created hereunder, then the Trustee shall transfer and pay over the share of said trust estate apportioned for such deceased beneficiary to such beneficiary's parent who is a lineal descendant of me, if any, and otherwise to such person or persons as would be entitled to inherit the property constituting said share, and in the proportions in which they would be entitled to inherit the same from me under the laws of Alabama then in force, had I died at said time a resident of Alabama, intestate and owned said property.

MISCELLANEOUS PROVISIONS

A. In the distribution of any trust herein created, made in accordance with the terms hereof, the Trustee, in its 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 may seem proper to the Trustee, and the determination by 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.

B. 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 devise or limitation over, or interest in, or trust herein given or created.

C. Where I have directed that funds shall be used and applied by the Trustee for the benefit of any minor beneficiary, the Trustee may, in the discretion of the Trustee, pay over such sums in any one or more of the following ways:

1. Directly to the beneficiary, in such amount as the Trustee may deem advisable as an allowance;

2. To the guardian of the person or of the property of the beneficiary, or to a conservator or custodian pursuant to the Alabama Uniform Transfer to Minors Act;

3. To a relative of the beneficiary upon the agreement of such relative to expend such income or corpus solely for the benefit of the beneficiary;

4. By expending such income or corpus directly for the benefit of the beneficiary to be used and applied for the purposes herein direct, and the receipt of such persons shall be full discharge to the Trustee as to any sums so paid.

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D. Anything herein to the contrary notwithstanding, no trust created hereunder shall continue beyond twenty-one (21) years after the death of the last to die of those beneficiaries who are living as of this date; and upon the expiration of such period, all trusts shall terminate and the assets thereof shall immediately be distributed outright to those persons entitled thereto and in the same proportions to which they are entitled to take, under the provisions hereinabove set forth, irrespective of the attained ages of such beneficiaries on such date.

E. The Trustee, in its discretion, may merge and consolidate any trust created hereunder with any other trust, whether created by me or by some other person, if the terms of the trusts are substantially the same and the trustee(s) are the same; provided, however, that similar trusts shall be merged only with trusts which have the same "inclusion ratio" as defined by the Code.

F. It is my express intention that, under no conceivable circumstances whatever, shall any part of any of the trust estates herein created ever revert to or revest in me by operation of law or otherwise. Therefore, any provision herein to the contrary notwithstanding, if, prior to the termination of the trust estates herein created, and while I am still living, any of the beneficiaries who are entitled to share in the trust estate herein created should die, leaving me as one of the heirs or devisees of such deceased beneficiary, either by will or by operation of law, then I specifically direct that, for the purposes of disposing of any interests of such

deceased beneficiary in the trust estate, I shall not be counted or considered as one of the heirs or devises of the beneficiary so dying. I relinquish, release and renounce all rights and interest, whether vested or contingent, including any reversionary rights or possibility of reverter, in the corpus and income of the trust hereby created, any power to determine or control, by alteration, amendment, revocation, termination, or otherwise, the beneficial enjoyment of the corpus or income of the trust hereby created.

G. To the extent permitted by law, no interest of any beneficiary in principal or income of any trust hereunder shall be subject to assignment, alienation, pledge, attachment, or to the claims of creditors of such beneficiary or shall otherwise be voluntarily or involuntarily alienated or encumbered by such beneficiary.

ADDITIONS TO TRUST

The Trustee may receive any real or personal property, securities or sums of money for the purpose of this trust.

A. Within fourteen (14) days after receipt of any additions to the trust, the Trustee shall notify the beneficiaries under this section of this Trust Agreement, in writing, of such additions; provided, however, that if said additions are made at a time close to the end of any calendar year, 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. If any person to whom notice must be given has a legally appointed guardian of the property or conservator, notice shall be given to such guardian or conservator. An adult beneficiary, or a guardian or conservator of a beneficiary, may after receiving notice at least once, waive further annual notice by an instrument in writing delivered to the Trustee.

B. I hereby grant to my each of JOEL ELWYN BEARDEN, JR., PEGGY A. BEARDEN, JANICE B. PEOPLES, MICHELLE B. FINN, KIM B. WASH, STACI B. BALLARD, KATHLEEN OWENS, ROBERT EUGENE OWENS, JR., LINDA KATHLEEN OWENS, LARRY WAYNE OWENS, DENISE F. OWENS, FRANCES B. LEWIS, DAVID E. LEWIS, SHERRY L. LEEMON, DAVID EDWARD LEWIS, PAMELA L. MEARS, RALPH WEBSTER BEARDEN, MONTA FAYE BEARDEN, RALPH WEBSTER BEARDEN, JR., ALFRED WAYNE BEARDEN, CYNTHIA B. CARROLL, RAMONA B. MARTIN, SHIRLEY B. GENTRY, DON C. GENTRY, CHRISTOPHER D. GENRY, TIMOTHY E. GENRY L. SCOTT GENRY, JOHN L. BEARDEN, JR., CATHY N. BEARDEN, DAVID ELWYN BEARDEN, DEBBY S. BEARDEN, GINGER B. BURNS and JAMES LARRY BURNS, the noncumulative yearly right to demand in writing and withdraw from this trust a fraction of all additions during such calendar year having a numerator equal to one (1) and a denominator equal to the number of persons authorized to make withdrawals at the time any power of withdrawal is exercised, provided that no person shall have the right to withdraw in any calendar year more than the amount for each donor of the gift tax exclusions under Section 2503(b) of the Code per beneficiary. In the event that the said beneficiaries of this Irrevocable Trust, in any given year, shall have the noncumulative, yearly right to withdraw an amount of such additions which exceeds the amount of a lapsed power which would not be considered a release under Sections 2041(b)(2) and 2514(e) of the Code, I direct that, in the event a beneficiary shall die prior to

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the date of the termination of this Irrevocable Trust, the beneficiary, by specific reference thereto in his or her valid Last Will and Testament, shall have the power to direct the Trustee to divide such excess among the said beneficiary's descendants, in such manner and in such equal or unequal proportions, in trust or otherwise, as the said beneficiary may see fit. Should any person having such right of withdrawal have a guardian of the property or conservator, such guardian of the property or conservator may exercise the right of withdrawal vested in such person. The property received pursuant to a demand of such guardian of the property or conservator shall be held for the use and benefit of such person. Any amount payable under the above provisions shall be paid or distributed by the Trustee prior to the end of the calendar year in which the demand is made. The power of withdrawal herein given shall lapse sixty (60) days after it is granted but in no event later than the last day of the calendar year.

C. I expressly grant to the Trustee the right to use any and all means available to satisfy any demand made under this provision.

D. Any individual making an addition to this Irrevocable Trust shall have the right, with respect to that addition, by a written instrument filed with the Trustee at or before the date of the addition (i) to exclude any individual who would otherwise have a power of withdrawal from exercising the power, (ii) to increase or decrease the amount subject to any power of withdrawal, except that the amount subject to all withdrawal powers shall not exceed the amount of the addition, or (iii) to change the period during which any power of withdrawal may be exercised.

EXEMPTION FROM BOND AND ACCOUNTING

I hereby release the Trustee and any successor Trustee from the necessity of making bond of any nature or description. I also release the Trustee or any successor Trustee from filing any accounting in any court, but I direct that the Trustee or any successor Trustee shall make available to any adult beneficiary, or any legally appointed representative of any adult or minor beneficiary, records showing all income and disbursements of this trust.

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GENERATION-SKIPPING PROVISIONS

A. Section 2631 of the Code provides a GST (generation-skipping transfer) exemption that is presently One Million and No/100 Dollars ($1,000,000). Section 2632 of the Code sets out rules of the allocation of the GST exemption. As used herein, the term "GST exemption" means an amount equal to the exemption from generation-skipping taxation provided by law at the time of my death, less the amount of GST exemption allocated or conclusively deemed allocated by me during my lifetime.

B. Notwithstanding any other provision of this instrument:

1. If a trust held under this instrument would otherwise be partially exempt from generation-skipping tax due to the intended allocation of a GST exemption to it, then, before such allocation and as of the relevant valuation date under Section 2642 of the Code with respect to such allocation, the Trustee may (but need not) divide that trust (the "original trust") into two separate trusts of equal or unequal value which shall be identical in all other respects to the original trust, so that the allocation of GST exemption can be made to one trust which will be entirely exempt from generation-skipping tax. The two trusts created under this subparagraph,

a. shall have the same name as the original trust except that the trust to which the GST exemption is allocated shall have the phrase "GST exempt" added to its name; and

b. are sometime referred to herein as "related".

2. If property which is held in, or is to be added or allocated to, a trust pursuant to this Trust Agreement is subject to different treatment for any reason for purposes of the generation-skipping tax under Chapter 13 of the Code than other property being added or allocated to, or also held in, that trust, then the Trustee may (but need not) hold such property instead as a separate trust that is appropriately designated to distinguish it from the trust to which the property otherwise would have been allocated, but that is identical in all other respects to that trust. The identical trusts resulting from application of this subparagraph are also sometimes referred to herein as "related".

3. It is my intent that the Trustee shall not be required to administer a trust hereunder that is only partially exempt from generation-skipping taxes, or to commingle property subject to different treatment for generation-skipping tax purposes whether because the transferors with respect to the property are assigned to different generations or otherwise. The provisions of this paragraph are intended to enable the Trustee to avoid such situations by empowering the Trustee to segregate trust property,

a. that is entirely exempt from generation-skipping tax from trust property that is not exempt, or

b. that is otherwise treated differently from other trust property for purposes of the generation-skipping tax, and the provisions of this paragraph should be applicable in a manner consistent with this intention.

C. To the extent it is consistent with the Trustee's fiduciary obligations, the Trustee, in making discretionary distributions of net income and principal from the related trusts referred to herein, shall take advantage of the opportunities provided by the creation of such related trusts to avoid or delay generation-skipping tax when making discretionary distributions, and to maximize the amount of trust property that eventually may be distributed to my grandchildren or more remote descendants without transfer tax of any kind at the termination of all trusts created under this Trust Agreement.

D. I hereby exonerate the Trustee from any liability arising from any exercise or failure to exercise these powers, provided the actions or inactions of the Trustee are taken in good faith.

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SUCCESSOR TRUSTEE

A. I authorize each individual at any time acting as a Trustee hereunder (whether named herein or acting hereunder) to appoint any bank or trust company having at such time total capital and surplus of not less than One Hundred Million and No/100 Dollars (100,000,000.00), or any individual, to act as successor Trustee in his or her place, such appointment to take effect upon the death, resignation or incapacity of the individual making such appointment. Any such appointment may be revoked or changed prior to the appointment becoming effective. Any such appointment, revocation or change shall be by an acknowledged instrument delivered to all Trustees then serving. Each successor Trustee

appointed pursuant to the provisions of this paragraph shall accept such appointment by an acknowledged instrument. If at any time, by reason of death, resignation, incapacity, failure to qualify or otherwise, the number of Trustees shall be less than two (2), then, and as often as may be necessary, I direct that the surviving or remaining Trustee, by written instrument duly acknowledged and filed for record in the Probate Court of Shelby County, Alabama, designate one (1) or more individuals to serve as Co-Trustee hereunder, so that their number shall be at least two (2) at all times.

B. I direct that the Trustee named herein shall not be required to give any bond or security for the performance of the Trustee's duties. Any Trustee may resign at any time by giving ninety (90) days written notice to the beneficiary or beneficiaries to whom the current trust income may or must be distributed. In the event upon the resignation of a Trustee no successor Trustee appointed hereunder is able and willing to serve, the majority of the adult beneficiaries named in this Trust Agreement shall substitute for said Trustee, any bank or trust company having at such time total capital and surplus of not less than One Hundred Million and No/100 Dollars ($100,000,000.00). The adult beneficiaries and the parents or legal guardians of minor beneficiaries may approve the accounts of any resigning Trustee and such approval shall be binding upon all persons whomsoever and shall be a full and complete discharge and acquittance of such Trustee. Upon any such change in the trusteeship, the title to any trust estate shall vest forthwith in any successor Trustee acting pursuant to the foregoing provisions hereof without the necessity of any court order or of any conveyance or transfer of trust assets.

C. No successor Trustee shall be personally liable or responsible in any way for any act or failure to act of any predecessor Trustee, nor bear any loss or expense from or occasioned by anything done or omitted by the predecessor Trustee, but such successor Trustee shall be liable only for its own acts and omissions in respect to property actually received as such Trustee. With the approval of a majority of the adult beneficiaries hereunder, or the parent, conservator or guardian of any minor beneficiary, any Trustee appointed hereunder may accept the account rendered and the assets and property delivered to it by the predecessor Trustee as a full and complete discharge of the predecessor Trustee, and shall incur no liability or responsibility to any beneficiary by reason of so doing, all without necessity of any court proceeding or judicial supervision or approval, regardless of any beneficial, vested or contingent interest of any minor, incompetent or unborn beneficiaries.

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TRUST IRREVOCABLE

I hereby specifically direct that the trust herein created is irrevocable and that there are no conditions or reservations of power in me to revoke, alter, or amend this Agreement, in whole or in part, or to free any or all of the property constituting said trust estate from the terms of this trust.

TERMINATION

I specifically direct that the trust herein created shall continue until such time as the Trustee, in its sole and absolute discretion, deems it necessary or desirable to terminate the trust; provided, however, that in no event shall any trust created herein continue beyond twenty-one (21) years after the death of the last to die of those beneficiaries who are living at the date of this Agreement; and, provided further, that upon the expiration of such period, all

trusts shall terminate, and the assets thereof shall immediately be distributed outright to those persons entitled, and in the same proportions to which they are entitled to take, under the provisions hereinabove set forth, irrespective of the attained ages of such beneficiaries on such date.

LIMITATION ON DISCRETION OF CERTAIN TRUSTEES

Anything in this Trust Agreement to the contrary notwithstanding, any time that a beneficiary of mine shall be serving or acting as Trustee hereunder, said beneficiary shall have no right, power, discretion or authority whatsoever to make any decision with respect to whether or not any part of the income or principal from said trust estate shall be paid to him or her, but on the contrary, such decisions shall be made exclusively by the other Trustee serving hereunder; provided, however, in the event that a beneficiary of mine shall be serving or acting as sole Trustee hereunder, and in the event that, under the provisions of this Trust Agreement, said beneficiary shall be entitled to distributions of income and/or corpus from said trust estate, then any income or corpus that such beneficiary, as Trustee, shall be authorized to distribute to himself or herself, as beneficiary, shall be limited as follows:

1. Any income distributions shall be limited to said beneficiary's pro-rata share of the income of said trust estate, if each current income beneficiary were deemed to share equally in said income.

2. Any distributions from the principal of said trust estate so distributed shall be limited to such amount as from time to time may be necessary for his or her health, support and maintenance.

APPLICABLE LAW

This Trust Agreement shall be construed and governed in all respects by the laws of the State of Alabama.

DEFINITIONS

Where the context permits, the following terms shall have the following meanings:

A. The term "Trustee" and words of reference to the Trustee shall mean any person or entity serving in that capacity without regard to gender or number.

B. The term "Code" shall mean the Internal Revenue Code of 1986, as from time to time amended.

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Intentionally left blank

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written, and the signature on the part of the Trustee, indicates the acceptance by the Trustee of the terms of the trusts created hereunder.

J E Bearden (SEAL)
JOEL E. BEARDEN

(GRANTOR)

Joel Elwyn Bearden, Jr. (SEAL)
JOEL ELWYN BEARDEN, JR.

(TRUSTEE)

Ralph Webster Bearden (SEAL)
RALPH WEBSTER BEARDEN

(TRUSTEE)

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JOEL E. BEARDEN, whose name as Grantor aforesaid is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, the said instrument was executed by JOEL E. BEARDEN voluntarily on the day the same bears date.

Given under my hand and seal this 27 day of December, 1991.

Notary Public
My Commission Expires: 10-22-92

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STATE OF ALABAMA)

JEFFERSON COUNTY)

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

Given under my hand and seal this 27 day of December, 1991.

Notary Public
My Commission Expires: 10-22-92

STATE OF ALABAMA)

JEFFERSON COUNTY)

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

Given under my hand and seal this 27 day of December, 1991.

Notary Public
My Commission Expires: 10-22-92

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Current Contributions

An undivided one-fourth (1/4) interest in the following-described real property situated in Shelby County, Alabama, to-wit:

PARCEL A: SE quarter of SE quarter, Section 10, Township 20, Range 3 West, EXCEPT the following tract a portion of which is used for cemetery purposes; Commencing at an iron pin marking the NW corner of the SE quarter of the SE quarter, Section 10, Township 20 South, Range 3 East, Shelby County, Alabama; thence south 02 degrees 00 min. east a distance of 91.5 feet to a point on the south right-of-way line of Shelby County Road No. 17 and the point of beginning; from this point of beginning of the exception run thence south 02 degrees 00 min. east along the west boundary of old cemetery a distance of 412.0 feet to a fence corner; thence run south 85 degrees 00 min. east along an old fence line a distance of 325.00 feet to a fence corner; thence run north 07 degrees 00 min. east along an old fence line a distance of 433.2 feet to a point on the south right-of-way line of Shelby County Road No. 17; thence run westerly along said south right-of-way line a distance of 395.5 feet to a point of beginning; said parcel containing 3.494 acres, more or less, in said exception. Oil and minerals and mining rights excepted.

PARCEL B: NE quarter of NE quarter, Section 15, Township 20, Range 3 West.

PARCEL C: Begin at the NE corner of the SE quarter of NE quarter, Section 15, Township 20, Range 3 West and run thence south 02 degrees 00 min. east a distance of 687.00 feet and along the east line of said quarter-quarter Section to a point marked by an iron pin; thence run north 64 degrees 04 min. west a distance of 1499.5 feet to the NW corner of said quarter-quarter Section; thence run north 89 degrees 35 min. east and along the north line of said quarter-quarter Section a distance if 1324.5 feet to the point of beginning. Oil and minerals and mining rights excepted.

PARCEL D: Begin at the NW corner of SW quarter of SW quarter, Section 11, Township 20 South, Range 3 West and run thence north 89 degrees 45 min. east along the north line of said quarter-quarter Section a distance of 660.0 feet to an iron pin; thence run south 24 degrees 41 min. west a distance of 1469.9 feet to the SW corner of said quarter-quarter Section; thence run north 02 degrees 00 min. west along the west line of said quarter-quarter Section a distance of 1333.0 feet to the point of beginning. Oil and minerals and mining rights excepted.

PARCEL E: NE 1/4 of SE 1/4, Section 10, Township 20, Range 3 West.

PARCEL F: That certain parcel of line lying E of the land dividing Sections 10 and 11 of Township 20, Range 3 W, N and W of Shelby County Highway No. 17, and S of a line formed by the northernmost boundary of the former rights of way of the L & N Railroad, running through the SW 1/4 of NW 1/4 of Section 11, Township 20, Range 3 W and the SE 1/4 of NW 1/4, Section 11, Township 20, Range 3 W; said northernmost boundary, however, not to extend north of the southernmost right-of-way for a public road known as the Helena and Acton Road in the SE 1/4 of NW 1/4 of Section 11, Township 20, Range 3 W; said tract so described containing 60 acres, more or less.

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Contribution in January, 1992

An undivided one-fourth (1/4) interest in the real property described above and situated in Shelby County, Alabama

1. Deed Tax ____ $ ____
2. Mtg. Tax ____ $ ____
3. Recording Fee ____ $ 10.00
4. Indexing Fee ____ $ 1.00
5. No Tax Fee ____ $ ____
6. Certified Fee ____ $ 1.00

Total ____ $ 12.00

EXHIBIT "A"

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

91 DEC 30 PM 12:05
TAX Fd. w 2/C Deed

JUDGE OF PROBATE