

IRREVOCABLE TRUST AGREEMENT

I, Martin Farrell Green, the primary beneficiary hereunder, of Montevallo, Alabama, hereby transfer to my mother Robbie T. Green, as Trustee, the property identified in the attached Schedule of Property. That property, any property added to the trust in accordance with the provisions of this instrument, and all investments and reinvestments thereof ("trust principal") shall be held upon the following terms:

ARTICLE I

This instrument may be designated the "Martin Farrell Green IRREVOCABLE TRUST AGREEMENT," and the trust hereby evidenced may be designated as the "MARTIN FARRELL GREEN IRREVOCABLE TRUST."

ARTICLE II

The Trustee shall administer the trust principal and any net income thereof as follows:

A. Commencing as of the date of this instrument and until the withdrawal of the entire balance or complete distribution of the trust or, the prior death of the primary beneficiary, the Trustee shall distribute to or apply for the benefit of the primary beneficiary such amounts of net income and principal, even to the extent of exhausting principal, as the Trustee believes desirable for the health, support in reasonable comfort, education, best interests, and welfare of the primary beneficiary, considering all circumstances and factors deemed pertinent by the Trustee. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the Trustee.

B. This trust is established to extend for and during the lifetime of the primary beneficiary, with the sole discretion regarding benefits and disbursements to and therefrom to rest solely with the Trustee.

C. Upon the death of the primary beneficiary before withdrawal of the entire balance or complete distribution of the trust, the remaining principal of the trust shall be distributed as follows:

07/08/1993-19930  
09:51 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
010 MCD 31.00

M.A. Spear

1. To such one or more persons or organizations or the estate of the primary beneficiary, as he may appoint by will specifically referring to this power of appointment; or

2. In default of effective appointment, to the then living descendants of the primary beneficiary, per stirpes, or if none, to his then living next of kin, per stirpes, or if none, to the estate of the last to die of his next of kin.

D. Despite the preceding provisions of this instrument, the Trustee may elect to withhold any property otherwise distributable under subparagraph 2 of paragraph C of this Article to a survivor beneficiary who has not reached the age of twenty-one (21) years and may retain the property for that survivor beneficiary in a separate trust named for that beneficiary in which his or her interest is indefeasibly vested, to be distributed to the survivor beneficiary before or when he or she reaches the age of twenty-one (21) years. The Trustee shall apply as much of the net income and principal of the trust so retained as the Trustee believes desirable for the health, support in reasonable comfort, education, best interests, and welfare of the survivor beneficiary for whom the trust is named, considering all circumstances and factors deemed pertinent by the Trustee. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the Trustee.

### ARTICLE III

The provisions of this Article shall apply to each trust held under this instrument; whether applicable to the trust of the primary or a survivor beneficiary;

A. If a beneficiary eligible to receive income or principal distributions is under legal disability, or in the opinion of the Trustee is incapable of properly managing his or her financial affairs, the Trustee may make those distributions directly to the beneficiary, to a duly appointed guardian of the estate or person of the beneficiary, or to a custodian selected by the Trustee for the beneficiary under a Uniform Gifts to Minors Act, or may otherwise expend the amounts to be distributed for the benefit of the beneficiary in such manner as the Trustee considers advisable.

B. Among the circumstances and factors to be considered by the Trustee in determining whether to make discretionary distributions of net income or principal to a beneficiary are the other income and assets known to the Trustee to be available to that beneficiary and the advisability of supplementing such income or assets. As used throughout this instrument, the term "education" includes college, graduate or professional education, or specialized or vocational training.

C. No power of appointment or power of withdrawal shall be subject to involuntary exercise, and no interest of any beneficiary shall be subject to anticipation, to claims for alimony or support, to voluntary transfer without the written consent of the Trustee, or to involuntary transfer in any event.

D. Any trust principal or net income with respect to which a power of appointment is exercised shall be distributed to the appointee or appointees upon such conditions and estates, in such manner (in trust or otherwise), with such powers, in such amounts or proportions, and at such time or times (but not beyond the period permitted by any applicable rule of law relating to perpetuities) as the beneficiary may specify in the instrument exercising the power. In determining whether a testamentary power of appointment has been exercised, the Trustee may rely on a will admitted to probate in any jurisdiction as the will of the beneficiary may assume the beneficiary left no will in the absence of actual knowledge of one within six (6) months after the death of such beneficiary.

E. For all purposes of this instrument, in determining whether a person is a child or descendant of any other person, legal adoption, single or successive, shall be equivalent in all respects to blood relationship.

F. Upon making any payment or transfer, the Trustee shall be discharged as to such payment or transfer without liability for the subsequent application thereof, and when the final payment or transfer is made from the principal of a trust, that trust shall terminate and the Trustee shall be fully discharged as to that trust.

#### ARTICLE IV

A. The Trustee shall have the following powers with respect to each trust held under this instrument, exercisable in the discretion of the Trustee:



1. To collect the income on trust property.
2. To compromise, abandon, adjust and settle in the Trustee's discretion any claim in favor of or against the trust.
3. To hold and retain without liability for loss or depreciation any property or securities transferred to the Trustee or to which the Trustee becomes entitled, including any partnership interest (whether general, limited or special), shares of regulated investment companies or trusts (whether open-end or closed-end), stock or interest in any family corporation, partnership or enterprise, without regard to any statutory or constitutional limitations applicable to the investment of funds and though the retention might violate principles of investment diversification, so long as the Trustee shall consider the retention for the best interests of the trust.
4. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, auction, convey, exchange, transfer, lease or rent for a period beyond the term of the trust (or for a lesser period) for improvement or otherwise, or to grant options, or otherwise dispose of all or any portion of the trust in such manner and upon such terms and conditions as the Trustee may approve.
5. To invest and reinvest the trust or any portion thereof in such loans, bonds, common or preferred stocks, notes, mortgages, participations in mortgages, common trust funds, securities, shares of regulated investment companies or trusts, partnerships (whether general, limited, or special), or other property, real or personal (including undivided interest therein), or to purchase and sell options (including listed options), or to exercise options, rights, or warrants, and to purchase securities or other property as the Trustee may deem suitable, whether so-called "legal" investments of trust funds or not, provided, however, that the corporate Trustee, acting alone, is authorized to make temporary investments in interest bearing securities and notes, and to purchase and sell fractional shares and subscription rights to which the trust may become entitled.
6. To vote any stock or other security held hereunder in person, or by special, limited or general proxy, with or without power of substitution, or to refrain from voting the same, and to waive notice of any meeting and to give

consent for or with respect thereto; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation.

7. To continue or dispose of any business enterprise without liability therefor, whether such enterprise be in the form of a sole proprietorship, partnership, corporation or otherwise, and to develop, add capital to, expand or alter the business of such enterprise, to liquidate, incorporate, reorganize, manage or consolidate the same, or change its charter or name, to enter into, continue or extend any voting trust for the duration of or beyond the term of the trust, to appoint directors and employ officers, managers, employees or agents (including any trustee or directors, officers or employees thereof) and to compensate and offer stock options and other employee or fringe benefits to them, and in exercising the powers in relation to such business enterprise, to receive extra or extraordinary compensation therefor.

8. To subdivide or otherwise develop, and to change the use or purpose of, any real estate constituting a part of the trust into residential, recreational, commercial, cemetery, or other usage, to construct, alter, remodel, repair or raze any building or other improvement located thereon, to release, partition, vacate, abandon, grant easements in or over, dedicate or adjust the boundaries as to any such property.

9. To operate farms and woodlands with hired labor, tenants or sharecroppers, to acquire real estate, crop allotments, livestock, poultry, machinery, equipment, materials, and any other items of production in connection therewith, to clear, drain, ditch, make roads, fence and plan part or all of such real estate, and to employ or enter into any practices or programs to conserve, improve or regulate the efficiency, fertility and production thereof, to improve, sell, auction or exchange crops, timber or other products thereof, to lease or enter into other management, cutting, production or sales contracts for a term beyond the possible termination of the trust or for a less period, to employ the methods of carrying on agriculture, animal husbandry and silviculture which are in use in the vicinity of any of such real estate or which the Trustee deems otherwise appropriate, to make

loans or advances at interest for production, harvesting, marketing or any other purpose hereunder, in such manner and upon such terms and conditions as the Trustee may approve, and in general to take any action which the Trustee deems necessary or desirable in such operation of farms and woodlands.

10. To drill, explore, test, mine or otherwise exploit oil, gas, or other mineral or natural resources, to engage in absorption, repressuring, and other production, processing or secondary recovery operations, to install, operate and maintain storage plants and pipelines or other transportation facilities, to engage in any of the above activities directly under such business form as the Trustee may select or to contract with others for the performance of them, and to enter into and execute oil, gas and mineral leases, division and transfer orders, grants, farm-out, pooling or unitization agreements, and such other instruments or agreements in connection therewith as the Trustee deems necessary or desirable.

11. To borrow money from any lender, including the Trustee, for such time and upon such terms as the Trustee sees fit, with or without security on or mortgage of any real property or upon pledge of any personal property held hereunder, and to execute mortgages or collateral agreements therefor as necessary.

12. To advance money to or for the benefit of any trust for any purpose of the trust, and the Trustee shall be reimbursed for the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.

13. To lend money to the personal representative of my estate and to purchase property from the personal representative of my estate and retain it for any period of time without limitation, and without liability for loss or depreciation in value, notwithstanding any risk, unproductivity, or lack of diversification.

14. To hold money in a custody arrangement while awaiting distribution or investment under the terms hereof, even though such money be commingled with other funds of the trustee (in which case the Trustee shall keep a separate account of the same on the books of the Trustee), and the Trustee shall not be required to pay interest thereon.



15. To appoint, employ, remove and compensate such attorneys, agents and representatives, individual or corporate, as the Trustee deems necessary or desirable for the administration of the trust, and to treat as an expense of the trust any compensation so paid.

16. To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the Trustee, in the name of an nominee, or in unregistered form.

17. To keep any property constituting a part of said trust properly insured against hazards, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon said property, and to create reserves for depreciation, depletion or such other purposes as the Trustee deems necessary or desirable.

18. To determine whether any money or property coming into the hands of the Trustee shall be treated as a part of the principal of the trust or a part of the income therefrom, and to apportion between principal and income any loss or expenditure in connection with the trust as the Trustee may deem just and equitable.

19. To pay from income and expenses reasonably necessary for the administration of the trust, and in the event the income is insufficient for such payments, the same shall be paid from the principal thereof.

20. To exercise any power hereunder, either acting alone or jointly with others.

21. To pay the funeral and burial expenses of any beneficiary from the principal of the trust from which income has been payable to such beneficiary.

22. To divide or distribute the trust property as provided for hereunder in cash or in kind, or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; to determine the value of any property so allocated, divided, or distributed; and to determine the share and identity of persons entitled to take hereunder.

23. To deal with the fiduciary or fiduciaries of any other trust or estate, even though the Trustee is also the fiduciary or one of the fiduciaries of the other trust or estate.

B. The powers granted in this Article shall be in addition to those granted by law and may be exercised even after termination of all trusts hereunder until actual distribution of all trust principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities.

C. To the extent that such requirements can legally be waived, no Trustee hereunder shall ever be required to give bond or security as Trustee, or to qualify before, be appointed by, or account to any court, or to obtain the order or approval of any court respecting the exercise of any power or discretion granted in this instrument.

D. The Trustee's exercise or non-exercise of powers and discretions in good faith shall be conclusive on all persons. No person paying money or delivering property to any Trustee hereunder shall be required or privileged to see to its application. The certificate of the Trustee that the Trustee is acting in compliance with this instrument shall fully protect all persons dealing with a Trustee.

E. This instrument and all dispositions hereunder shall be governed by and interpreted in accordance with the laws of the State of Alabama.

#### ARTICLE V

A. Any Trustee may resign at any time by giving prior written notice to the beneficiary or beneficiaries to whom the current trust income may or must then be distributed.

B. Except as otherwise provided in paragraph D of this Article, if the Trustee ceases to act as Trustee hereunder for any reason, or if any successor Trustee appointed as hereinafter provided ceases to act as Trustee hereunder for any reason, the person or persons indicated in paragraph E of this Article shall, by written instrument, appoint any person (other than me, my spouse, or a descendant of mine), or any bank or trust company, within or outside the State of Alabama, as successor Trustee.



C. The person or persons indicated in paragraph E of this Article may at any time, by written instrument, approve the accounts of the Trustee with the same effect as if the accounts had been approved by a court having jurisdiction of the subject matter and of all necessary parties.

D. If any corporate Trustee designated to act or at any time acting hereunder is merged with or transfers substantially all of its assets to another corporation, or is in any other manner reorganized or reincorporated, the resulting or transferee corporation shall become Trustee in place of its corporate predecessor.

E. A successor Trustee may be appointed pursuant to paragraph B of this Article and the accounts of the Trustee may be approved pursuant to paragraph C of this Article by a majority in number of the beneficiaries to whom the current trust income may or must then be distributed. If any such person is then under legal disability, the instrument of appointment or approval may be signed on his or her behalf by (i) the duly appointed guardian of his or her estate, (ii) a natural parent, or (iii) the guardian of the person (which guardian need not be court-appointed) of any such person for whose estate no guardian has been appointed. However, in the event that my Trustee first named herein fails to qualify, declines or ceases to serve in said capacity, I hereby direct, nominate and appoint my sister, Marcia G. Wright, to serve as first successor Trustee, notwithstanding any other provisions hereof.

F. The successor Trustee shall have all of the title, powers, and discretion granted to the original Trustee, without court order or act of transfer. No successor trustee shall be personally liable for any act or failure to act of a predecessor Trustee.

#### ARTICLE VI

I waive irrevocably all rights, powers, and authority to amend or revoke this instrument or any trust hereby evidenced.

I hereby sign this trust agreement on this 2<sup>nd</sup> day of July, 1993.

Martin Farrell Green

Martin Farrell Green

The trust created by the foregoing instrument is accepted as of the day and year last above written.

Robbie T. Green

Robbie T. Green

WITNESSES:

M A Spear  
Shirley J. Spear

Inst # 1993-19930

07/08/1993-19930  
09:51 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
010 MCD 31.00