

STATE OF ALABAMA)
JEFFERSON COUNTY)

BROWN QUALIFIED PERSONAL RESIDENCE TRUST NO. 2

THIS AGREEMENT, made and entered into on this the 22 day of Sept., 1995, by and between WALTER H. BROWN (hereinafter sometimes referred to as the "Grantor") and WALTER H. BROWN, JR. (hereinafter sometimes referred to as the "Trustee"), as follows:

WITNESSETH:

WHEREAS, the Grantor desires to grant, out of his present holdings and property, and create therewith a trust which shall be for the benefit of Grantor and Walter H. Brown, Jr., as Trustee of the Brown Home Trust, and entered into on the 22 day of Sept., 1995, by and between Walter H. Brown, as Grantor, and Walter H. Brown, Jr., as Trustee; and

WHEREAS, Grantor intends that the trust created under this instrument will constitute a Qualified Personal Residence Trust for purposes of the federal estate and gift tax laws; and

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

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

I

GRANT OF TRUST

The Grantor does hereby grant, assign, set over, transfer and deliver to the Trustee, its successors and assigns, the property listed on Exhibit "A" attached hereto (such property hereinafter referred to as the "trust estate"). The Trustee shall hold the trust property herein transferred, and such additional property as may be hereafter acquired by the Trustee under the terms and provisions of this trust, for the use and benefit of the Grantor and the Brown Home Trust, as is more specifically set out herein.

TO HAVE AND TO HOLD, all and singular, the above-described property and the interest, income and profits thereof, unto the said Trustee, its successors and assigns, for the following

Inst # 1995-30894

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This instrument was prepared
by H. J. Apellinsky, Esq.
202 2nd Avenue South
Birmingham, Alabama 35205

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SHELBY COUNTY JUDGE OF PROBATE
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uses and purposes, and subject to the terms, conditions, powers and agreements hereinafter specified, namely:

II

TRUST ESTATE

1. Use of Trust Property. Until the first to occur of (i) the expiration of six (6) years from the date of delivery of the property listed on Exhibit "A", or (ii) the death of Grantor (hereinafter called the "termination date"), Grantor shall be entitled to use the trust property as a personal residence, free of rent or other charge for occupancy. During such period, Grantor shall pay all expenses of the trust which are allocable under Alabama law to an income interest in the trust, including but not limited to interest, taxes, ordinary repairs, and insurance, and may at Grantor's election pay any or all other costs associated with the residence, including costs of extraordinary repairs and improvements. In addition, all income of the trust shall be distributed to Grantor not less frequently than annually.

2. Distributions to Others Prohibited. Until the termination date, the Trustee shall not distribute income or principal of the trust estate to anyone other than Grantor.

3. Restrictions on Trust Assets Held. During such time as this trust qualifies as a Qualified Personal Residence Trust within the meaning of I.R.C Section 2702, the only assets that may be held by the Trustee are:

(a) One residence to be used or held for use (within the meaning of Treasury Regulation Section 25.2702-5(c)(7)(i)) as a "personal residence" (within the meaning of I.R.C. 2702) of the Grantor;

(b) Additions of cash (by the Grantor or by anyone else), to be held in a separate account, but not in excess of the amount which, when added to the cash already held in such account for the purposes hereinafter enumerated, does not exceed the amount required --

(i) For payment of trust expenses (including mortgage payments) incurred or reasonably expected to be paid by the Trustee within six months from the date the addition is made;

(ii) For improvements to the residence to be paid by the Trustee within six months from the date the addition is made; and

(iii) For purchase by the Trustee of a residence to replace another residence already owned by the Trustee, within three months from the date the addition is made, provided

that no addition may be made for this purpose, and the trust may not hold any such addition, unless the Trustee has previously entered into a contract to purchase that residence.

(c) Any improvement to the residence, provided that the residence, as improved, meets the requirements of a "personal residence";

(d) The proceeds from any sale of the residence, to be held in a separate account;

(e) One or more policies of insurance on the residence; and

(f) The proceeds of insurance payable to the Trustee as a result of damage to or destruction of the residence, to be held in a separate account.

Any cash in excess of that permitted to be held by the Trustee shall be distributed to Grantor, at least quarter-annually.

4. Commutation. Grantor's interest in the trust estate shall not be subject to commutation.

5. Trust Ceases to be Qualified Personal Residence Trust.

(a) Except as otherwise provided in this paragraph 5, this trust shall cease to be a Qualified Personal Residence Trust within the meaning of I.R.C. Section 2702 if the residence held by the Trustee ceases to be a "personal residence" of the Grantor within the meaning of I.R.C. Section 2702. Upon the sale of the residence held as a part of the trust estate, the trust shall cease to be a Qualified Personal Residence Trust with respect to all proceeds of sale held by the trust upon the earlier of (i) the date that is two years after the date of sale, (ii) the termination date, or (iii) the date on which a new residence is acquired by the trust (see paragraph 5(b) below). If damage or destruction renders the residence held as a part of the trust estate unusable as a "personal residence", the trust shall cease to be a Qualified Personal Residence Trust upon the earlier of (i) the date that is two years after the date of damage or destruction or (ii) the termination date, unless prior to such date the damaged residence is completely repaired or replaced or a new residence is acquired by the trust. Within thirty (30) days after the trust ceases to be a Qualified Personal Residence Trust, the Trustee shall convert the trust assets and hold and administer the trust estate under those terms and conditions that would qualify the trust as a "Qualified Annuity Trust" within the meaning of I.R.C. Section 2702.

(b) If upon the sale of the residence or upon its damage or destruction, fewer than all of the proceeds of the sale, or insurance proceeds received as a result of damage or destruction, are used within the two-year time period allowed by I.R.C. Section 2702 to purchase, build, repair or replace the personal residence held as a part of the trust estate, then the trust shall cease to be a Qualified

Personal Residence Trust with respect to the proceeds not so reinvested or expended. Within thirty (30) days after the trust ceases to be a Qualified Personal Residence Trust with respect to the proceeds not so reinvested or expended, the Trustee shall convert the such proceeds and hold and administer such proceeds under those terms and conditions that would qualify the trust as a "Qualified Annuity Trust" within the meaning of I.R.C. Section 2702.

6. Conversion to Qualified Annuity Trust. If the trust, or a portion thereof, ceases to be a Qualified Personal Residence Trust and the Trustee converts and holds the trust estate, or a portion thereof, as a Qualified Annuity Trust, the Trustee shall pay to Grantor annually the smallest amount determined under Treasury Regulation Section 25.2702-5(c)(8)(ii)(C) in order to have the portion of the trust which ceases to be a Qualified Personal Residence Trust qualify under applicable tax statutes and regulations as a Qualified Annuity Trust for the remainder of the trust term and until the termination date, provided that the fair market value of the qualified annuity interest shall be no less than the value of Grantor's interest in the trust estate immediately before the conversion. If all or a part of the trust is converted to a Qualified Annuity Trust, the right of the Grantor to receive the annuity amount shall begin on the date of sale of the residence, the date of damage or destruction of the residence, or the date on which the residence ceases to be used or held for use as a personal residence, as the case may be (hereinafter called the "cessation date"). The Trustee may defer payment of any annuity amount otherwise payable after the cessation date until the date that is thirty days after the trust is converted to a Qualified Annuity Trust. If the Trustee defers payment of any annuity amount, interest shall be payable on the deferred amount at the rate prescribed in I.R.C. Section 7520 in effect on the cessation date. Any income actually distributed to the Grantor after the cessation date shall reduce the aggregate amount of annuity payments deferred after the cessation date. Annuity payments to the Grantor shall be paid first from income and then from principal. Any income not paid to Grantor shall be added to principal. If an incorrect payment is made to Grantor, the Trustee shall, as soon as reasonably practical after the error is discovered, pay to Grantor in the case of underpayment or collect from Grantor in the case of an overpayment an amount equal to the difference between the amount which the Trustee should have paid to Grantor and the amount the Trustee actually paid to Grantor. No additions to the trust estate shall be permitted after the trust becomes a "qualified annuity trust". Notwithstanding anything herein to the contrary, the provisions of this paragraph shall not apply if the Trustee intends to use proceeds of a sale or from insurance to purchase a new residence or to repair, improve, or replace an existing residence for use as Grantor's personal residence and does so use those proceeds within the time which a Qualified Personal Residence Trust is permitted by federal tax statutes and regulations to hold such proceeds.

7. Mandatory Termination. Upon the termination date, this trust shall terminate and the Trustee shall distribute any cash then a part of the trust estate to the Grantor or his estate, as the case may be, within thirty (30) days of termination (unless the trust shall have been converted into a Qualified Annuity Trust prior to Grantor's death, in which case the Trustee shall distribute all accrued but unpaid annuity obligations to the Grantor or his estate, as the case may be), and shall distribute the remaining trust estate as herein provided. If this trust terminates upon the expiration of six (6) years from the first date of delivery by Grantor to Trustee of property described in the attached Exhibit "A", the Trustee shall distribute the remaining trust estate pursuant to the provisions of paragraph 8 below. If this trust terminates upon the death of the Grantor, the Trustee shall distribute the remaining trust estate pursuant to the provisions of paragraph 9 below.

8. Distribution Upon Expiration of Term of Years. If this trust shall terminate upon the expiration of six (6) years from the first date of delivery of the property listed on Exhibit "A" (hereinafter called the "expiration date"), the Trustee shall distribute the remaining trust estate to Walter H. Brown, Jr., as Trustee, and to any substitute or successor Trustee then serving, under the Brown Home Trust, and with the powers and duties set forth in the Trust. If for any reason the said Trust shall not be in existence at the time of such distribution, or if for any reason a court of competent jurisdiction shall declare the foregoing disposition to the Trustee under such Trust as it exists at such time to be invalid, then the Trustee shall distribute said property to the Trustee designated by the Trust, described hereinabove, to be held, managed, invested, reinvested and distributed by the Trustee upon the terms, trusts and conditions as are now contained in such Trust; and for that purpose such instrument of trust is incorporated by reference into this Trust Agreement.

9. Distribution upon Death of Grantor. If this trust shall terminate upon the death of the Grantor, then the Trustee shall transfer and pay over all assets remaining in said trust estate to Grantor's Executor to be distributed in the manner directed by Grantor's Last Will and Testament, or if Grantor has no Will, to the Administrator of Grantor's estate to be distributed under the law of intestate descent and distribution applicable to the assets remaining in said trust estate.

III

DUTIES AND POWERS

In the management and control of the trust created herein, the Trustee, in its sole judgment and discretion, may do and have done with respect to the trust estate, all things which, in the judgment and discretion of the Trustee, may seem necessary, desirable and proper to promote, protect

and conserve the interests of the trust estate, and of the beneficiaries thereof, in like manner as if the Trustee were entitled to said property beneficially; provided, however, that, so long as the residence transferred to the trust constitutes a "personal residence" of Grantor within the meaning of I.R.C. Section 2702, the Trustee shall have no power or authority to do anything which would disqualify the trust from being a Qualified Personal Residence Trust. Every determination of the Trustee in the construction of the powers conferred upon the Trustee or in any manner committed to the discretion of the Trustee, or with respect to which the Trustee may be empowered to act hereunder, whether made upon a question formally or actually raised or implied in relation of the premises, shall be binding upon all persons interested in the trust and shall not be objected to or questioned on any grounds whatsoever. In order to define with particularity certain of the powers herein vested in the Trustee, the Trustee shall have and may in its judgment and discretion, and except as specifically hereinafter provided, without notice to anyone or order of court, exercise, among others, the following powers, but only to the extent such powers may be exercised without disqualifying the trust as a Qualified Personal Residence Trust:

1. To sell, exchange, transfer or convey, either before or after option granted, all or any part of said trust estate upon such terms and conditions as it sees fit, to invest and reinvest said trust estate and the proceeds of sale or disposal of any portion thereof in such loans, stocks, bonds or other securities, mortgages, shares of investment companies or investment securities of management-type investment companies such as mutual funds, or other property, real or personal, whether so-called "legal" investments of trust funds or not, as to it may seem suitable, and to change investments and to make new investments from time to time as to it 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 it deems 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, either 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 determine in a reasonable manner consistent with the Income and Principal Act of the State of Alabama, whether any money or property coming into its hands 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 to it may seem just and equitable, 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 capital gains shall be allocated in their entirety to the corpus of said trust estate. Under no circumstances shall the Trustee make any allocation between income and principal that is inconsistent with the Income and Principal Act of the State of Alabama.

4. 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 it which, in its judgment, may be proper or necessary.

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

6. 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.

7. 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 it.

8. To borrow money for such time and upon such terms as it sees fit, without security or on mortgage of any real estate or upon pledge of any personal property held by it hereunder, and to execute mortgages or pledge agreements therefor.

9. Subject to the provisions of Paragraph 3 of Article II hereof, to hold any property or securities received by it 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 it shall consider the retention thereof in the best interests of said trust estate, irrespective of whether such property or securities are a so-called "legal" investment of trust funds, 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 which is not a so-called "legal" investment of trust funds, 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 its opinion, in the best interests of said trust estate.

10. To make divisions and distributions hereunder provided for either in cash or in kind, or partly in cash and partly in kind, whether such distributions in kind be of a fee interest in its entirety or an undivided interest therein, a life interest, an interest for a term of years, or a remainder interest in the asset being distributed, and for that purpose to determine the values thereof, and to determine the identity of persons entitled to take hereunder.

11. To hold any or all securities or other property in bearer form, in the name of the Trustee or in the name of some other person, partnership or corporation without disclosing any fiduciary relationship.

12. To vote in person or by proxy upon all stock held by it, 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 it 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 it 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 it, 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 own 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.

13. 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 its judgment may be necessary or proper.

14. To make loans, secured or unsecured, at any interest rate, to any person, without responsibility or liability for any loss resulting to the trust estate from any such loan.

IV

MISCELLANEOUS PROVISIONS

1. Distributions. Except as otherwise specifically provided above, in the distribution of this trust herein created, made in accordance with the terms hereof, the Trustee, in its uncontrolled discretion, may pay over the shares or amounts to be distributed either in cash or in property, or partly in cash and partly in property, and at such valuations as to it may seem proper, and the determination of the Trustee of the value of any property for the purpose of distributing any share or amount hereunder shall be final, conclusive and binding upon all parties interested in such distribution.

2. Invalidity of Gifts. The invalidity of any gift, or any limitation over or interest intended, as to any property or as to any beneficiary shall not be considered materially to disturb the plan of distribution herein created or to affect the validity of any other gift or bequest or limitation over, or interest in, or trust herein given or created.

3. Transfer of Trust Interest. Each of the beneficiaries of this trust, including Grantor, shall have the right to transfer all or any part of his or her beneficial interest in this trust.

4. Bond. The Grantor shall not be required to post any bond or other security and shall not be accountable for or required to repair any waste or damage to or depreciation of the residence or to replace any part thereof which may be consumed or destroyed.

V

LIABILITY OF TRUSTEE

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

VI

SUCCESSOR TRUSTEE

1. Successor to Original Trustee. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of Walter H. Brown, Jr., then Mary Ann Adams shall serve and act as sole Trustee of the trusts created in this Trust Agreement with all the powers, duties and discretion vested in the original Trustee. In the event of the death, incapacity, inability or unwillingness

to serve as Trustee hereunder of Mary Ann Adams, then Clifton Lee Adams, III shall serve and act as Trustee of the trusts created in this Trust Agreement with all the powers, duties and discretion vested in the original Trustee.

2. Removal or Redesignation of Trustee. Notwithstanding anything hereinabove to the contrary, Grantor's children, acting together, or the survivor of them, if one of Grantor's children is deceased, shall have the right to remove or redesignate any successor Trustee of the trust created by this Trust Agreement, with or without cause, whether such Trustee has begun serving or not, and to appoint or name one or more successor Trustees upon giving at least thirty (30) days written notice to the Trustee if such Trustee is then serving (unless a lesser period of time is agreed to in writing by the Trustee). If the Trustee so removed has begun serving, such Trustee, upon receiving written acceptance of the trust from the successor Trustee, shall transfer all trust assets to such successor Trustee. If such Trustee so redesignated has not then begun serving, such redesignation and naming of successor Trustees shall be by written statement of Grantor's children or the survivor of them, which statement shall be notarized and attached to this Trust instrument.

3. Capacity of Trustee. Any person acting or named to act in a fiduciary capacity hereunder or required to be legally competent in order to act hereunder shall be considered to have ceased or failed to act or be legally competent to act when a physician whom such person has consulted within the prior three years has certified as to such consultation and also as to the present lack of the physical or mental capacity of such person to manage his or her financial affairs.

VII

TRUST IRREVOCABLE

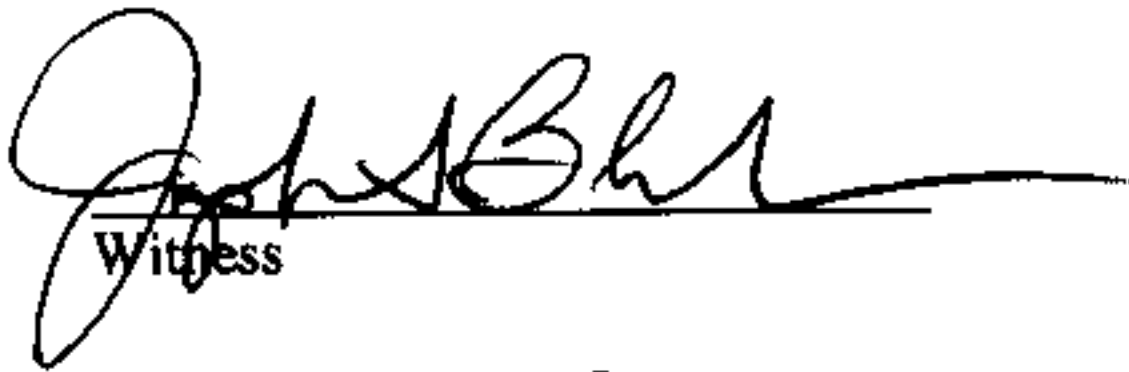
Grantor specifically directs that the trust herein created is irrevocable and that, except as otherwise specifically provided herein, there are no conditions or reservations of power in Grantor to revoke, alter, or amend this Agreement, in whole or in part or to free any or all of the property constituting said trust estate from the terms of said trust. Grantor intends that this trust qualify as a Qualified Personal Residence Trust for purposes of the federal estate and gift tax laws and directs that the terms of this Agreement may be amended by the Trustee solely for the purpose and to the extent necessary to qualify this trust as a Qualified Personal Residence Trust for purposes of the federal estate and gift tax laws, and any other existing or hereafter promulgated legislative or administrative requirement thereunder.

VIII

DEFINITION OF TERMS

Where the context so permits, 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 whether original or successor. The term "Qualified Personal Residence Trust" shall have the meaning given to such term under the federal estate and gift tax laws and regulations thereunder. The term "I.R.C. Section" shall refer to such Section of the Internal Revenue Code of 1986, as amended, and the Treasury regulations pertaining to such Section.

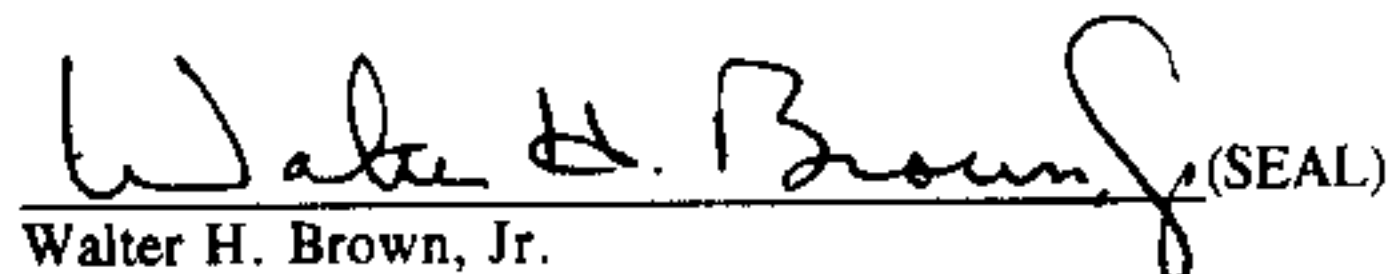
IN WITNESS WHEREOF, the Grantor and the Trustee have set their hands and seals, on the day and year first above written, and their signatures indicate, on the part of the Trustee, its acceptance of the terms of the trusts hereunder.


Witness

 (SEAL)
Walter H. Brown

(GRANTOR)


Witness

 (SEAL)
Walter H. Brown, Jr.

(TRUSTEE)

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Walter H. Brown, whose name as Grantor aforesaid is signed to the foregoing instrument, and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the date indicated therein.

Given under my hand and seal this 22 day of Sept., 1995.

Sherry L. Doss
Notary Public
My Commission expires: 7-7-98

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Walter H. Brown, Jr., whose name as Trustee aforesaid is signed to the foregoing instrument, and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the date indicated therein.

Given under my hand and seal this 28 day of Sept., 1994.

Sherry L. Doss
Notary Public
My Commission expires: 7-7-98

EXHIBIT "A"

Lot No. 13, Survey of Mountain View Lake Company, First Sector, located in Section 24, Township 18 South, Range 1 West, according to Map as recorded in Map Book 3, Page 135 in the Probate Office of Shelby County, Alabama.

Inst # 1995-30894

10/27/1995-30894
11:14 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
012 MCD 36.00