

**Last Trust Declaration
Last Will & Testament
of
*LOUDELL C. LAGRONE***

Prepared by:
Mitchell A. Spears
Attorney at Law
P. O. Box 119
Montevallo, Alabama 35115
(205) 665-5076

Inst # 2001-52111

12/03/2001-52111
09:10 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
027 CH 89.00

Table of Contents

Article 1.	Establishment of the Trust	*pg 1
Article 2.	Appointment of Personal Representative/Trustee	*pg 2
Article 3.	Court Supervision and Bond	*pg 3
Article 4.	Guardianship	*pg 3
Article 5.	Duration, Rights of Revocation and Amendment	*pg 4
Article 6.	Distributions, Federal Income Tax Matters, Accounting During My Life	*pg 4
Article 7.	Special Authority of Personal Representative/Trustee	*pg 4
Article 8.	Use and Disposition of Trust Property Upon My Death	*pg 11
Article 9.	Disposition of Personal Belongings by Memorandum	*pg 12
Article 10.	Partial and Final Liquidating Distributions	*pg 12
Article 11.	Payment of Debts, Taxes, Settlement Costs, Elections	*pg 13
Article 12.	Limitations Upon the Use and Assignment by a Beneficiary of an Irrevocable Interest	*pg 15
Article 13.	Incidental Authority	*pg 15
Article 14.	Contracting, Closing, Finalizing a Transaction	*pg 16
Article 15.	Employment of Advisors, Counsel, Agents	*pg 16
Article 16.	Payment of Costs and Expenses	*pg 17
Article 17.	Principal and Income Laws, Accounting, Reserves	*pg 18
Article 18.	Compensation	*pg 19
Article 19.	Distributions to an Incompetent or Incapacitated Beneficiary	*pg 19
Article 20.	Accounting	*pg 19
Article 21.	Corporate Representative/Trustee Dealing With the Estate/Trust	*pg 20
Article 22.	Environmental Powers	*pg 20
Article 23.	Recording This Instrument	*pg 21
Article 24.	Jurisdiction	*pg 21
Article 25.	Definitions	*pg 21
	Conclusion and Attestation	*pg 23

J.C.L.

LOUDELL C. LAGRONE
LIVING TRUST

I, LOUDELL C. LAGRONE, a resident of Shelby County, Alabama, being over the age of nineteen (19) years, and of sound and disposing mind and memory, do make, publish and declare this my Living Trust, and hereby expressly revoke all former Living Trusts, Wills, Codicils and other writings in the nature thereof, heretofore made by me. I establish a trust by this instrument to own and control all of my property and estate and to govern the use and disposition all of my property and estate. Any general reference to the "LOUDELL C. LAGRONE Living Trust," "living trust," or "trust" will identify the trust established by this instrument. To the extent that any property remains outside of trust, and is subject to probate in any jurisdiction, this instrument shall operate as my Last Will and Testament. I revoke all prior wills.

For convenient reference, my present mailing address is P. O. Box 263, Montevallo, Alabama 35115. The governing jurisdiction for the interpretation and enforcement of this instrument is the State of Alabama.

Article 1. Establishment of the Trust

This living trust is established this day by me for the purpose of owning, controlling and managing all property transferred or to be transferred to this trust, and

(1) to provide for my care, support and maintenance for life, without the need for a court-supervised conservatorship proceeding for any part of the property held by or for this trust during any period or episode of time during which I may be incapacitated.

(2) to fully settle my estate upon my death, precluding to the greatest extent possible the need for any court-supervised or court-enforced settlement of my estate.

This trust will survive my disability and death. This trust will continue as an entity until the trust is finally settled and liquidated according to the terms of this instrument.

For the purpose of fully funding this trust, I transfer to this trust, by **self-declaration of trust**, all property of any kind and nature, in any location, to this trust, including property that is registered, listed or titled in my name or held jointly with another. I transfer, assign and convey title to, with the right of control, use and possession, all tangible personal property owned by me, including all of my personal belongings. The term "personal belongings, for example, without limiting this category, include personal items of wearing apparel, adornment, jewelry, art work, furniture and equipment, collectibles, and recreational equipment. Transfer of title to property, tangible and intangible, and particularly an ownership interest in any corporation, partnership, or other entity will include, without limitation, all voting rights incident to the property transferred. Any property that I may acquire or possess after the execution of this instrument is to be considered to be trust property. I do **not** transfer ownership of any qualified retirement account or individual retirement account to this trust, but provide that the personal representative/trustee serving this trust is my personal representative for making decisions for me with regard to this property, especially during any period of my disability or incapacity.

Assets that continue to be held in my name or jointly in my name and another without a direct transfer to this trust (such as a personal bank account and title to an automobile) will nonetheless be held by me, in trust, as nominee for this trust.

L.C.L.

To the extent that this trust does not hold record title and/or rights of possession to all of my property upon my death and to the extent that a custodian, registrar, transfer agent, depository or agency will **not** transfer title without letters testamentary or other evidence of authority incident to probate, this instrument will operate as my **Last Will and Testament** and the beneficiary of all property that passes under this Last Will and Testament of LOUDELL C. LAGRONE is this trust.

Article 2. Appointment of Personal Representative/Trustee

I name and appoint the following to serve as my personal representative and as the trustee of the LOUDELL C. LAGRONE Living Trust, their service, succession and entitlement to be in the order listed. The term "personal representative" includes the office of executor, independent executor, and trustee under the laws of ALABAMA and the laws of any jurisdiction in which this instrument may be filed for probate or in which a personal representative may transact business for and on behalf of my estate and any trust established by this instrument.

- **By Original Appointment, Now Serving:** LOUDELL C. LAGRONE (Trustee)

Succession

If I fail or cease to serve for any reason, **A. G. EDWARDS TRUST COMPANY FSB** ("corporate trustee") is designated and appointed to serve as personal representative/trustee. The appointment of the corporate trustee will include any successor to the corporation by reason of its merger, reorganization, or sale to another banking corporation with trust powers or a trust company with trust powers.

A successor as personal representative/trustee will have the authority vested in personal representative/trustee by original appointment under this instrument. A successor personal representative/trustee will not be obligated to examine the accounts, records and acts of the previous personal representative/trustee, nor will a successor in any way or manner be responsible for any act or omission to act on the part of any previous personal representative/trustee. Reference to "personal representative/trustee" in the singular will include the plural. The terms "personal representative" and "trustee" should be interpreted contemporaneously and in context. **To the greatest extent possible and allowable, the LOUDELL C. LAGRONE Living Trust is to be administered and settled as a trust and under the trust laws of ALABAMA, and not under the probate law.**

To the greatest extent permitted by the law of the governing jurisdiction, a personal representative/trustee will have the right, as a trustee and without Court approval, to appoint his, her, or its successor as trustee including the designation of a different order of succession. Likewise, a personal representative/trustee then serving will have the right to appoint any one or more persons to serve jointly as co-trustee of any trust established by this instrument.

At any time A. G. EDWARDS TRUST COMPANY FSB serves as the personal representative/trustee, and ceases to serve for any reason (or declines to serve), its successor as personal representative must be a commercial bank or trust company with trust powers and qualified to administer trusts and estates of a similar size and nature, and located within the United States of America.

Article 3. Court Supervision and Bond

A fiduciary or fidelity bond is not required as a prerequisite to the service of a personal representative/trustee. I direct that this trust and my estate be subject to the least supervision of the Probate Court permitted by the laws of ALABAMA and any other jurisdiction in which this instrument may be filed for probate or in which my personal representative/trustee may transact business for and on behalf of the estate and any trust prescribed by this instrument.

If this instrument is filed for probate or ancillary probate in a jurisdiction which has independent administration or a summary administration of an estate, I provide that no other action shall be required in the probate court in relation to the settlement of the estate other than the probating and recording of this instrument and the return of an inventory, appraisement and list of claims of the estate.

To the extent notice, filing, and court approval requirements may be waived, a personal representative/trustee will be under no obligation to comply with any one or more of the following:

(1) requirement to file with any court or registrar a notice of appointment as personal representative/trustee, a copy of this trust instrument, or a list of the names and addresses of the beneficiaries;

(2) requirement to make and file an inventory or accounting with any court or registrar or to seek court approval of any inventory and accounting;

(3) requirement that a personal representative/trustee seek court approval of any sale, acquisition, or any other transaction.

Notwithstanding this general waiver and negation, any court of competent jurisdiction may, upon application of any beneficiary, or by the personal or legal representative of a beneficiary, require the personal representative/trustee to produce a formal accounting in the form and manner required by the court and subject to the court's acceptance and approval thereof and judicial sanctions for the failure to do so.

To the extent permitted by the laws of a governing jurisdiction, a personal representative/trustee will have the right to seek a judicial approval of any inventory, accounting or other action taken or any transaction proposed to be taken in any court of competent jurisdiction.

At any time the trust and estate is served by more than one personal representative/trustee, multiple representatives may delegate to one another specific duties and responsibilities. For example, one co-representative may be permitted to be the only signatory on a banking or investment account. One co-representative may be authorized, for example, to serve as the representative to sign tax returns.

Article 4. Guardianship/Conservatorship

To the extent that a court-supervised guardianship or conservatorship is required:

I designate the following, and in the following order of priority, to be appointed as the **guardian of my person**:

First: My son, Kenn F Maxwell.

Second: My daughter-in-law, Hertha J. Maxwell.
Third: My grandson, Ashley Maxwell.
Fourth: My granddaughter, Karla Maxwell.

The **Conservator of my estate** is to be the personal representative/trustee, then serving, as prescribed by this instrument.

Article 5. Duration, Rights of Revocation and Amendment

This trust is to continue for my life and from year to year following my death until this trust is finally settled and liquidated according to the terms of this instrument.

I retain the right to jointly revoke and to amend this trust for so long as I shall live. Amendments to this trust must be written. **Holographic amendments** or addendums to this trust, pertaining only to the disposition of personal belongings, are permitted. For so long as I shall live, the income of the trust may be distributed to me, or may be used and/or applied for my use and benefit. Undistributed income is to be added to the principal of the trust. The trustee then serving may distribute trust principal to me or for my unrestricted use and benefit, even to the exhaustion thereof.

I retain the right to withdraw all or any part of my property, or interest, in the trust at any time and I retain the right to make gifts of my property or interest in the trust property. A gift by me of trust property will constitute a withdrawal of the gift property from the trust by me, followed by a delivery of the gift property to the designated donee. In no event will a gift of trust property be a gift by the trust, but, rather, will be a gift by me even though, for convenience, the transfer is made from the trust to the designated donee. These rules will apply to any other kind of estate planning transfer, such as an estate planning sale or a transaction that is part gift and part sale.

Upon my death, this trust shall be irrevocable.

The trust will **not** terminate by reason of: (1) the death or disability of a beneficiary; (2) the removal, resignation, death, disability or other inability to continue service of a trustee or the addition of a trustee; or (3) the bankruptcy or insolvency of any beneficiary. All rights of management and administration of the trust are vested in the trustee of this trust.

Article 6. Distributions, Federal Income Tax Matters, Accounting During My Life

For so long as I shall live, and for so long as the trust is revocable, this trust is to be treated for income tax reporting purposes as a grantor trust under Treasury Regulation Section 1.67-4(b) [i.e., the tax identification number will be my social security number and all items of income, gain, loss, credit and deduction are to be reported in my individual income tax return].

Article 7. Special Authority of Personal Representative/Trustee

- A. The personal representative/trustee then serving is authorized to act as my personal representative and for my estate. In particular, the personal representative/trustee as personal representative may perform the following:

J.C.L.

1. Sign a personal income tax return if I am reasonably unavailable or unable to personally sign the return.
2. Sign a federal estate tax return, inheritance tax return, or any other similar return for and on behalf of my estate.
3. Sign the final income tax return for and on my behalf.
4. To file claims for tax refunds and to represent me or my estate in any audited or contested matter with the Internal Revenue Service.

B. Trustees' Permitted Activities:

The Trustee and any individual or entity with which they are associated or affiliated in any way (including, but not limited to, any such individual or entity associated or affiliated through any direct, or indirect ownership interest of any sort), (each of which is an "Authorized Party" under this Agreement) may deal in their own interest with any trust estate created in this Agreement. The Trustees may deal between such trust estate and themselves or any other Authorized Party in any principal or agency transaction, either party acting in any capacity (including, but not limited to, acting as trustee, personal representative, employee, agent, or partner), in buying, selling, pledging, leasing, and exchanging assets, in furnishing or receiving goods, services, or facilities, and in borrowing or lending funds or participating in other extensions of credit when, in their sole discretion, such transaction shall be to the benefit of the trust estate. The foregoing shall apply regardless of any compensation, gain, or profit derived by any Authorized Party acting in any capacity in connection with any such transaction.

Any Authorized Party may furnish services to any trust estate created in this Agreement in any capacity as may be necessary or desirable in the Trustees' sole discretion for the proper management, protection, and sale or other disposition of any part of the trust property, and may receive and retain customary and reasonable compensation for services in any such capacity. The Trustees shall act without bond or security and shall not account to any court.

In the event that any person employed by an Authorized Party shall also be acting as an officer or director of any corporation in which the trust may own stock or other securities or as an officer or director of any affiliate of such corporation or may be a candidate for election as such officer or director, such person may act as such officer or director and receive compensation therefor in the same manner as if he were not employed by an Authorized Party, and shall not be disqualified from voting for his election to such office or for membership on said board of directors for the reason that he is employed by an Authorized Party, or for the reason that he may be receiving compensation for serving in any such capacity.

Grantor hereby acknowledges that A. G. Edwards, Inc., any successor to it, and each of its subsidiaries and affiliates is an Authorized Party as defined in this paragraph and that the foregoing provisions are applicable to A. G. Edwards, Inc., any successor to it, and each of its subsidiaries and affiliates. During such time any Authorized Party that is associated or affiliated with A. G. Edwards, Inc. is serving as a Trustee under this Agreement, except as may otherwise be provided in this Agreement, Grantor hereby directs the Trustee to engage A. G. Edwards Inc., any successor to it, or such of its subsidiaries or affiliates as shall provide services required by the Trustees; except that the Trustees shall not be required to engage A. G. Edwards, Inc. or any of its subsidiaries or affiliates to effect principal

transactions in securities.

C. Delegation of Powers:

At any time and from time to time, the corporate Trustee may delegate to any Co-Trustee or any other individual or entity, including, but not limited to A. G. Edwards, Inc., any successor to it, and any of its subsidiaries and affiliates, and any individual Trustee may delegate to the corporate Trustee, any or all of the delegating Trustee's powers and authorities conferred upon such Trustee by law or by this Agreement; provided that a power or authority that is specifically conferred upon a Trustee (to the exclusion of any other Trustee or any other person or entity) shall not be delegated. The delegating Trustee may at any time revoke such delegation. Such delegation or revocation shall be evidenced by an instrument in writing signed by the delegating Trustee, acknowledged, and delivered to the Trustee or other person or entity to whom the delegation is made and a copy shall be filed with the records pertaining to the trust involved. So long as any such delegation is in effect, any power or authority hereby delegated may be exercised by the Trustee or other person or entity to whom such delegation was made with the same force and effect as if the Trustee delegating such power or authority had itself joined in the exercise of such power or authority in the taking of such action.

D. Corporate Trustee's Fees:

A.G. Edwards Trust Company and A. G. Edwards Trust Company FSB, and any successor corporate Trustee hereunder, shall be entitled to receive compensation for its services in accordance with its published schedule of charges in effect at the time such services are rendered. In addition to the foregoing fees, compensation may be paid to any Authorized Party and to any special Trustee in accordance with the provisions of this Agreement. Any Authorized Party shall also be entitled to receive and retain from any money market fund or similar entity payments as authorized under Rule 12b-1 of the Investment Company Act, in connection with the distribution of such fund's or entity's securities.

E. No Review of Prior Trustee's Actions:

No successor Trustee hereunder shall have any duty or responsibility to audit or review the actions or accounting of its predecessor Trustees, each successor Trustee hereunder being expressly relieved from any and all liability or responsibility for the actions or failure of any such predecessor.

F. Special Trustees:

The Trustees (herein "primary Trustees") are authorized to appoint a person or qualified corporation at any time to act as special Trustee for the administration of property with respect to which the primary Trustees shall make the determination, in their discretion, that they are not eligible to act or cannot administer in a practicable manner. The primary Trustees may at any time revoke such appointment. So long as any such appointment is in effect, any power or authority hereunder that would be exercisable by the primary Trustees with respect to the assets to be administered by the special Trustee, if the primary Trustees were subject to no restriction or limitation with respect to the administration of such assets, may be exercised by the special Trustee with the same force and effect as if the primary Trustees had themselves taken such action in the absence of any such restriction or limitation. The special Trustee shall act without bond or security and shall not account to any court. The special Trustee may receive and retain customary and reasonable compensation for services in such capacity in addition to the compensation to which the primary Trustees are entitled under this Agreement.

G. Termination of Small Trusts:

If at any time the expense of maintaining the trust estate or any of the separate shares thereof created hereunder shall, in the sole judgment of the Trustees, not be justified, the Trustees, in their discretion, may pay over the then principal of such trust or share thereof and the undistributed income, if any, to the person or persons then entitled to receive or benefit from the income therefrom in the proportions in which they are entitled to such income, and such trust or share thereof shall thereupon terminate, notwithstanding any provision to the contrary in this Agreement.

H. Approval of Accountings:

Prior to delivering trust assets to a successor Trustee or to making any partial or complete distribution of principal hereunder (other than a distribution that is made in the exercise of the Trustees' discretion and does not terminate the trust), the Trustees may require an approval of the Trustees' accounts and a release and discharge from all beneficiaries having an interest in the distribution, or may require court settlement of such accounts. All of the Trustees' fees and expenses (including attorneys' fees) attributable to court approval of such accounts shall be paid by the trust involved to the extent that the accounts are approved.

I. Appointment of Successor Corporate Trustee:

Any corporate Trustee hereunder may resign as to any separate trust hereunder by delivering its written resignation to a majority in interest of the beneficiaries to whom income from such separate trust may then be paid hereunder. A majority in interest of the beneficiaries then entitled to receive income from such separate trust hereunder may, without liability to any present or future beneficiary of any trust created hereunder, approve the accounts of and give a full and complete release and discharge to any resigned corporate Trustee hereunder and, upon approval of the accounts of a resigned corporate Trustee, shall appoint any bank or trust company having a combined capital and surplus of not less than One Million Dollars (\$1,000,000.00), wherever located, as successor Trustee. Such persons have the right without the concurrence of any remainderman or other part in interest to determine on behalf of all beneficiaries the propriety of giving any such approval, release and discharge, notwithstanding that their interest may possibly be or become adverse to those of other beneficiaries. Such approval, release and discharge shall have the same effect as a final decree of a court of competent jurisdiction. The legal representative of the estate, parent or guardian of any beneficiary under disability shall receive notice for and may act on behalf of such beneficiary under this paragraph.

J. Definitions:

Unless the context otherwise requires, whenever the term "Trustees" or "Trustee" is used in this Agreement, it shall mean the Trustees or Trustee then qualified and acting as such. Where required by the context thereof, singular nouns and pronouns shall be construed as plural nouns and pronouns shall be construed as singular and the gender of personal pronouns shall be construed as masculine, feminine or neuter.

K. Nonpublic Information; No Duty to Act:

The Trustees shall be under no duty and shall not be liable to any beneficiary for failure to buy, sell or engage in any transaction directly or indirectly involving securities concerning which the corporate Trustee, in its corporate capacity or through an Authorized Party as defined in this Agreement, may have acquired any information which has not been disclosed to the public.

L. Governing Law:

This Agreement shall be construed, administered, governed and its validity determined in all respects by the laws of the state of the domicile of the trustee.

M. Total Asset or UltraAsset Account Services:

A trustee has the power (a) to invest and reinvest trust assets, not restricted to "legal investments" or limited by the "prudent man rule"; (b) to borrow money for any purpose including collateralizing trust assets to purchase and sell property and/or securities; (c) to buy, sell and trade in securities of any nature (including "short" sales) on margin, and for such purpose may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the trustee; and (d) to undertake banking transactions with financial institutions including the ability to open accounts with such institutions, write checks on those accounts, make deposits and withdrawals from those accounts, borrow money and to generally undertake banking transactions with any financial institutions.

N. Additions to Trustees' Permitted Activities:

The trustee is further authorized to buy, sell and trade in securities of any nature (including "short" sales) on margin, and for such purpose may maintain and operate margin accounts with brokers and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the trustee.

O. Grantor Direction:

The Grantor reserves the right to direct the Trustee how to invest the trust assets. Trustee shall have investment authority over trust assets which are not directed by this or other provisions of the Trust. At the incapacity or death of the Grantor, the Trustee shall have investment authority over all trust assets and thereafter retain, increase, decrease or eliminate such investments. The Trustee may at any time sell any of the Grantor-directed investments without the authorization of the Grantor if the Trustee determines that such sale is appropriate to generate liquidity for the administration of the Trust. The Grantor further reserves the right to appoint a third party to direct the Trustee to make the above-described investments. Grantor acknowledges that mutual funds have costs for investment, administration, distribution and otherwise and that third-party investment advisors have their own fees, which might not be incurred for other investments, and acknowledges that Trustee or its affiliates may receive payments from mutual funds or their affiliates in connection with the funds sold to the trust. Recognizing such costs and payments, Grantor authorizes Trustee to charge its fees per its published fee schedule on all assets of the trust. Grantor acknowledges that Trustee shall not be responsible for any costs, liabilities or losses incurred as a result of following the Grantor's direction on investments.

P. Grantor names "Trust Decision Maker":

(a) DIVERSIFIED TRUST PORTFOLIO MANAGEMENT ALTERNATIVES. The Trustee from time to time may, but shall not be required to, offer Diversified Portfolio Management Alternatives. The Diversified Portfolio Management Alternatives shall consist of general categories of investment management alternatives with the Trustee retaining discretion with respect to the implementation of each Diversified Portfolio Management Alternative. The Trustee may discontinue the use of any Diversified Portfolio Management Alternative at any time upon sixty (60) days' written notice to the Trust Decision Maker, if any is then acting. In addition, the undersigned acknowledges that all of the Diversified Portfolio

Management Alternatives may not be available to trusts created under this trust agreement due to the size of the trust assets and the allocation of those assets. The Trust shall be charged a fee from time to time which is specifically associated with the Diversified Portfolio Management Alternative then in use, as directed by the Trust Decision Maker or selected by the Trustee, even though a lesser fee may be available based upon either the election of a different Diversified Portfolio Management Alternative or the non-election of any Diversified Portfolio Management Alternative.

- (b) DESIGNATION OF TRUST DECISION MAKER. I designate JOHN E. CARR as the Diversified Portfolio Management Alternative Decision Maker (hereinafter referred to as the "Trust Decision Maker") with respect to each and every trust created under this Trust Agreement during such time as A. G. Edwards Trust Company or A. G. Edwards Trust Company FSB is acting as a Trustee hereunder. Any successor thereto appointed in accordance with the provisions of this section shall also be referred to as the "Trust Decision Maker". Upon my death or disability, the Trust Decision Maker then acting shall continue to act until the death, disability, refusal to act or resignation of the Trust Decision Maker.

(c) POWERS OF TRUST DECISION MAKER.

1. Upon written directions delivered to the Trustee, the Trust Decision Maker may:
 - (i) direct the Trustee to invest the trust estate of each trust created under this trust agreement in one or more of the Diversified Portfolio Management Alternatives then offered by the Trustee; and
 - (ii) direct the Trustee to discontinue the investment election previously made to invest trust assets in a particular Diversified Portfolio Management Alternative then being used by the Trustee and provide a specific direction to the Trustee to invest the trust estate in a different Diversified Portfolio Management Alternative then offered by the Trustee; and
 - (iii) direct the Trustee to discontinue the investment election previously made to invest trust assets in a particular Diversified Portfolio Management Alternative then being used by the Trustee and provide no investment direction to the Trustee so that investment decisions shall be made thereafter exclusively by the Trustee, and with the further understanding, acknowledgment and consent that the Trustee might elect to continue using the same Diversified Portfolio Management Alternative previously elected to be used by the Trust Decision Maker.

None of the powers or discretion granted herein to the Trust Decision Maker shall be exercised in a manner inconsistent with the other provisions of this instrument or the law otherwise applicable hereto regarding investments or the retention and disposition of trust assets.

2. Upon written notice delivered to the Trustee, the Trust Decision Maker may elect to provide no investment direction to the Trustee so that all investment decisions shall be made thereafter exclusively by the Trustee. This investment discretion by the Trustee shall continue until such time as the Trust Decision Maker provides the Trustee with written investment directions as set forth in Paragraph c (1) above.
3. In the event that the Trust Decision Maker provides no investment direction to the Trustee under Paragraph c (1) above within 30 days after acceptance of the appointment as Trust Decision Maker, or in the event that the Trust Decision Maker does not provide the written notice that no investment direction is being provided as

J.C.Z.

set forth in Paragraph c (2) above within 30 days after acceptance of the appointment as Trust Decision Maker, investment decisions shall be made thereafter exclusively by the Trustee until the Trust Decision Maker provides the Trustee with written investment directions as set forth in Paragraph c (1) above.

- (d) **DUTIES OF TRUSTEE WITH RESPECT TO TRUST DECISION MAKER; EXONERATION FROM LIABILITY.** While any investment directions of the current or the previous Trust Decision Maker exercised by the Trust Decision Maker pursuant to the powers under Subparagraphs c (1) (i) and c (1) (ii) remain in full force and effect, the Trustee shall have none of the powers enumerated in Subparagraphs c (1) (i) and c (1) (ii) above and shall have no responsibility to monitor, approve or otherwise review the decisions of the Trust Decision Maker with respect to selecting or discontinuing a Diversified Portfolio Management Alternative, its only duty with respect to the Trust Decision Maker being the implementation, in a reasonable and prudent manner, of the written directions received from the Trust Decision Maker and to provide the Trust Decision Maker with a trust accounting not less frequently than annually.

The Trustee shall not be liable for any loss sustained by the trust estate by reason of the Trustee's compliance with any written direction delivered to it by the Trust Decision Maker nor for continuing to implement the Diversified Portfolio Management Alternative selected by the Trust Decision Maker until such time as the Trust Decision Maker provides the Trustee with written directions pursuant to Paragraph c or until the Trustee has received notice of the written acceptance of appointment of a successor Trust Decision Maker and the successor Trust Decision Maker's written investment direction upon the death, disability, refusal to act or resignation of the predecessor Trust Decision Maker or until the Trustee has the authority to make investment decisions pursuant to Paragraphs c(2) and c(3). The Trustee shall have no liability to me, any beneficiary of the trust estate, or any other party, arising from its actions pursuant to the direction of either the Trust Decision Maker or myself. I and the trust estate, jointly and severally, both during my lifetime and after my death, shall indemnify and hold the Trustee harmless against any and all costs, liabilities and claims (including reasonable attorney's fees and expenses) against the Trustee arising from any action or inaction of the Trustee pursuant to the direction of either the Trust Decision Maker or myself, and I direct that the amount of any such indemnification may be satisfied by the Trustee from the trust estate and charged against the principal or income thereof, as the Trustee shall in its discretion determine.

- (e) **REMOVAL OF TRUST DECISION MAKER; SUCCESSORS.** During my lifetime, I may remove the Trust Decision Maker then acting, for any cause or for no cause, by delivering written notice of such removal to the Trust Decision Maker then acting and to the then acting Trustee. The incumbency of each successor shall commence upon such successor's acceptance to serve as the Trust Decision Maker and delivery of written notice of such acceptance to the Trustee. Upon the Trustee's notice of the death, disability, refusal to act or resignation of any Trust Decision Maker then acting, the Trustee shall provide written notice to the designated successor Trust Decision Maker of the successor appointment. In the event that the designated successor Trust Decision Maker does not accept the appointment to serve as the Trust Decision Maker by delivery of a written notice to the Trustee within 60 days after the Trustee's notification of the appointment as successor Trust Decision Maker, it shall be presumed that said individual has refused to act as Trust Decision Maker

LCJ.

and the next named successor Trust Decision Maker, if any, shall then be notified of the appointment to serve.

- (f) **RESIGNATION AND DISABILITY.** Any Trust Decision Maker may resign as Trust Decision Maker of any trust herein established by giving written notice of such resignation to the Trustee then acting. Written certification of the Trust Decision Maker's legal disability or the certificate of two licensed physicians that the Trust Decision Maker is unable physically or mentally to manage his or her business affairs shall be conclusive evidence of the Trust Decision Maker's "disability" as referred to herein.
- (g) **REVERSION OF POWERS OF TRUST DECISION MAKER TO TRUSTEE.** At any time when there is no Trust Decision Maker or successor Trust Decision Maker serving pursuant to the terms and conditions herein, the powers of the Trust Decision Maker shall cease and terminate and such powers shall be vested in the Trustee as set forth in Paragraph C.

Article 8. Use and Disposition of Trust Property Upon My Death

All property remaining in the LOUDELL C. LAGRONE Living Trust upon my death is to pass according to the following directions.

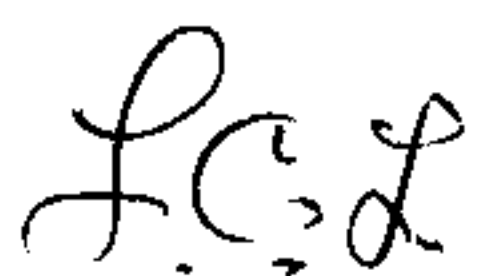
- A. Personal Belongings.** Except for items of personal belonging designated to be delivered to others according to that provision of this trust instrument entitled **Disposition of Personal Belongings by Memorandum** (and without any limitation on the value of any such item designated in a memorandum). All personal belongings are to pass outright and free of trust to my son **KENN F. MAXWELL**. The term "personal belongings" identifies tangible personal property that is possessory in nature, such as household furniture and furnishings, art work, collectibles, personal wearing apparel and jewelry. Personal belonging designated to pass to particular family members and friends of the family using a list, a memorandum, a letter, stickers, or any other method of designation, is to pass free of trust and as directed in a list, memorandum, letter, sticker, or other method of identification. The trustee or trustees then serving may, without liability, make or supervise the division and distribution of personal belongings in a manner which is considered to be fair and equitable. Any unwanted items may be donated to charities such as Good Will and the Salvation Army or any other qualified charitable organization.

In the event that my said son should predecease me, I then direct that all of my personal belongings which would otherwise have passed to my said son, shall pass outright and free of trust to my aforementioned daughter-in-law and grandchildren, in three (3) equal shares, per capita.

- B. Special Distributions, Family Gifts.** The following special distributions are to be made from the trust estate.

My grandson, ASHLEY MAXWELL, shall receive the cash sum of Ten Thousand Dollars, (\$10,000.00).

My granddaughter, KARLA MAXWELL, shall receive the cash sum of Ten Thousand Dollars, (\$10,000.00).



My sister, CHARLENE WHITE, shall receive the cash sum of Five Thousand Dollars, (\$5,000.00).

Mount Vernon Methodist Church, located in Fayette County, Alabama, of which I am a former member, shall receive the cash sum of Two Thousand Dollars, (\$2,000.00).

The First United Methodist Church located in Montevallo, Alabama, of which I am a current member, shall receive the cash sum of Five Thousand Dollars, (\$5,000.00).

In the event that any of the above-designated distributees should predecease me, or cease to exist, then that portion of my trust estate which I have directed or gifted to each said individual or entity, shall lapse and such gift or portion to be distributed to each said individual or entity shall become a part of the residuary of the trust and estate.

C. Distribution of the Rest and Residue to Family Beneficiaries. Subject to any other requirement or provision in this instrument to the contrary, the rest, residue and remainder of my estate and trust is to pass as follows:

The rest and residue of my trust and estate shall be distributed to my son, **KENN F. MAXWELL**, to be his, absolutely. However, in the event that my son should fail to survive me, the rest, residue and remainder of my estate and trust shall be distributed unto my daughter-in-law, **HERTHA J. MAXWELL**; my grandson, **ASHLEY MAXWELL**; and my granddaughter, **KARLA MAXWELL**, in three (3) equal shares, per capita.

Article 9. Disposition of Personal Belongings by Memorandum

I have items of tangible personal property that have been transferred to the trust or otherwise subject to the personal representative/trustee's control. The term "personal belongings" or "tangible personal property" will mean and identify personal wearing apparel, jewelry, household furnishings and equipment, motor vehicles, books, albums, artwork, entertainment and sports and recreation equipment and sports vehicles, and all items of decoration or adornment. I reserve the right to, at any time and from time to time, prepare written instructions as to any living or post-mortem gifts of personal belongings, and the trustee will be authorized and obligated to make disposition of these items as reasonably directed by memorandum. The term "memorandum" includes any method of identification such as stickers affixed to one or more items, individual letters to beneficiaries, and photographs of items with the name of a beneficiary upon either side of the photograph.

Article 10. Partial and Final Liquidating Distributions

A. Distributions. A partial distribution is a liquidating distribution to a beneficiary of less than the whole of the beneficiary's interest or a liquidating distribution that is less than a total and final distribution of the whole.

B. Accounting and Discharge. The personal representative/trustee, in making or in preparing to make a partial or final distribution, may prepare an accounting and may require, as a condition to payment, a written and acknowledged statement from each distributee that the accounting has been thoroughly examined and accepted as correct; a discharge and release from any loss, liability, claim or question concerning the exercise of due care, skill, and prudence of a personal representative/trustee in the management, investment, retention, and distribution of property during a trustee's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of a personal representative, to include the payment of attorney's fees, from any asserted claim of any taxing agency, governmental authority, or other claimant. Any beneficiary having a question or potential claim may require an audit of books and records as an expense of administration. Failure to require the audit prior to acceptance of the report, or the acceptance of payment, will operate as a final release and discharge of the personal representative then serving except as to any error or omission having basis in fraud or bad faith.

C. Permitted Distributions. Except as otherwise required in this instrument as to distributions in kind, the personal representative then serving, in making or preparing to make a partial or final distribution, will have the authority to: (1) partition any asset or class of assets and deliver divided and segregated interests to beneficiaries; (2) sell any asset or class of assets (whether or not susceptible to partition in kind), and deliver to the beneficiaries a divided interest in the proceeds of sale and/or divided or undivided interests in any note and security arrangement taken as part of the purchase price; and/or (3) deliver undivided interests in an asset or class of assets to the beneficiary subject to any indebtedness which may be secured by the property.

D. Continuation of the Trust Pending Final Liquidation. The trust is to continue in existence for a time reasonably necessary to conclude the administration, pay expenses of termination, to settle all claims, including potential tax claims or disputes, and to distribute all property to those entitled thereto. Distributions to beneficiaries may be deferred until all claims, including tax claims and disputes, are finally resolved.

E. Compliance With the Rule Against Perpetuities. In no event will the term of any trust represented by, or established by, this instrument continue for a term greater than twenty-one (21) years after my death and all of my relatives living on the date the trust is first established and becomes irrevocable. Any continuation of the trust by the qualified exercise of a power of appointment will be construed as the creation of a separate trust and an extension of the Rule Against Perpetuities to the extent permitted by law. A court of competent jurisdiction is to liberally construe and apply this provision to validate an interest consistent with settlor's intent and may reform or construe an interest according to the doctrine of *cy pres*.

Article 11. Payment of Debts, Taxes, Settlement Costs, Elections

The following directions concern the payment of debts, taxes, estate settlement costs, and the exercise of any election permitted by governing law or by the Internal Revenue Code. The personal representative of an estate subject to probate and the trustee or trustees of any trust that provides for the disposition of property upon death (collectively called the "personal representative") may act jointly and may treat the property of the estate subject to probate and the property held in trust as one fund for the purpose of paying debts, taxes, estate settlement costs, and the making of elections. The probate estate and the trust estate are called collectively "*the estate*." The term "*residuary estate*" will mean the rest and residue of the estate remaining after allowance for the payment of specific bequests or gifts, as applicable.

J.C.L.

A. Payment of Indebtedness and Settlement Costs. The personal representative will have the discretionary authority to pay from the estate all costs reasonably and lawfully required to settle the estate and any trust. The personal representative is under no obligation to prepay an indebtedness payable in installments or which is not then due and payable. Unless otherwise provided, indebtedness and settlement costs will be paid first from the residuary estate and, if the residuary estate is insufficient, will be prorated among any specific gifts and bequests.

Unless otherwise directed, if property given as a specific bequest or gift is subject to a mortgage or other security interest, the designated recipient of the property will take the asset subject to the obligation and the recipient's assumption of the indebtedness upon distribution of the asset to the recipient. The obligation to be assumed will be the principal balance of the indebtedness on date of death, and the estate will be entitled to reimbursement or offset for principal and interest payments paid by the estate to date of distribution.

B. Elective Deductions. The personal representative will have the discretionary authority to claim any obligation, expense, cost or loss as a deduction against either estate tax or income tax, or to make an election provided by governing law, the Internal Revenue Code, or other applicable law, and the personal representative's decision will be conclusive and binding upon all interested parties and shall be effective without obligation to make an equitable adjustment or apportionment between or among the beneficiaries of the estate.

C. Estate, Generation Skipping or Other Death Tax. Unless otherwise provided in this instrument or in any amendment thereto, estate, inheritance, succession, or other similar tax shall be charged to and apportioned to those whose gifts or distributive share generate a death tax liability by reason of death or by reason of a taxable distribution or a taxable termination. To the greatest extent possible, the personal representative may pay and deduct from a beneficiary's distributive share (whether the distribution is to be paid outright or is to be continued in trust) the increment in taxes payable by reason of a required distribution or termination of interest (i.e., estate, gift, inheritance, or generation skipping taxes) to the extent that the total of such taxes payable by reason of a distribution or termination is greater than the tax which would have been imposed if the property of the trust subject to the distribution or termination of interest had not been taken into account in determining the amount of such tax.

Any increase in the estate, inheritance, succession, or other similar tax caused by the inclusion of prior taxable gifts under Section 2001 of the Internal Revenue Code is to be paid from the residuary of the estate and/or trust of a decedent.

To the extent a tax liability results from the distribution of property to a beneficiary other than under this instrument, the personal representative will have the authority to reduce any distribution to the beneficiary by the amount of the tax liability apportioned to the beneficiary, or if the distribution is insufficient, the personal representative will have the authority to proceed against the beneficiary for his, her, or its share of the tax liability. In making an allocation, the personal representative may consider all property included in the gross estate for federal estate tax purposes, including all property subject to probate, all amounts paid or payable to another as the result of death, including life insurance proceeds, proceeds from a qualified retirement plan or account, proceeds from a joint and survivorship account with a financial institute or brokerage company, proceeds from a buy-sell or redemption contract, and/or any other plan or policy which provides for a payment of death benefits. This provision further contemplates and includes any tax that results from the inclusion of a prior transfer in the federal gross estate even though possession of the property previously transferred is vested in someone other than decedent,

decedent's estate or any trust, or decedent's personal representative. This provision does not include a reduction in the unified credit by reason of taxable gifts previously made. If the personal representative determines that the collection of an apportioned tax liability against another is not economically feasible or probable, the tax liability will be paid by the estate and will reduce the amount distributable to the residuary beneficiaries. The personal representative's judgment with regard to the feasibility of collection is to be conclusive.

Article 12. Limitations Upon the Use and Assignment by a Beneficiary of an Irrevocable Interest

The following limitations apply to the interest of any beneficiary whose interest is irrevocable and pending a final outright distribution of property to the beneficiary.

- (1) A beneficiary may **not** hypothecate any income or remainder interest in the trust.
- (2) A beneficiary may **not** transfer an income or remainder interest in this trust, but may provide written consent to any transfer or other transaction that requires the beneficiary's consent or that may be required by a title company or other transfer agent.
- (3) The interest of a beneficiary may **not** be transferred to satisfy the claims of creditors or be subject to attachment, execution or other process of law.

Article 13. Incidental Authority

A personal representative/trustee will have any and all authority incident to the ownership, management and conservation of the property of the trust including:

- The right to insure the property against loss, including hazard and liability insurance and umbrella coverage.
- The right to manage and control the property.
- The right to lease the property.
- The right to repair, maintain, conserve and improve the property.
- The right to pay all taxes and tax assessments when due.
- The right to aggressively defend the trust from any and all claims.
- The right to aggressively prosecute any and all claims.
- To participate in any process of the non-judicial resolution of claims including mediation and arbitration, without speculation that a better or improved result could or would have been realized in a judicial proceeding.
- To prepare and file all required tax returns and reports. A personal representative/trustee may sign any waiver, consent to any extension of any period for assessment or collection of any tax, settle or compromise any tax liability, and execute any closing agreement.
- To borrow money and to establish a line of credit, secured and unsecured, as is reasonable and appropriate to the need of the trust for cash and for leverage. As an incident to borrowing, the personal representative/trustee may pledge all or any part of the assets in administration for the payment of an obligation.
- To aggressively pursue, negotiate, defend and prosecute any and all tax claims by or against the estate or trust.
- To vote any interest held by the trust in a corporation, partnership, limited liability company, business or investment trust or other enterprise in which the estate or trust may have, or may acquire, an ownership interest.
- Without limiting the generality of a personal representative/trustee's authority, the personal representative/trustee may perform any other action, or may withhold performance,

reasonably necessary to manage and conserve the property in the best interest of the beneficiaries.

Article 14. Contracting, Closing, Finalizing a Transaction

The personal representative/trustee then serving may contract for and close any transaction as the authorized representative(s) of the estate or trust without the requirement that any beneficiary join in the execution of the transaction or closing documents or otherwise consent to the transaction.

Any person, title company, brokerage company, or other entity dealing with the LOUDELL C. LAGRONE Living Trust may rely, without liability, upon the affidavit of a personal representative/trustee that states:

On my (our) oath, and under the penalties of perjury, I (we) swear that I (we) am (are) the duly appointed and authorized personal representative/trustee(s) of LOUDELL C. LAGRONE Living Trust. I (we) certify that I (we) have not been removed as personal representative/trustee(s) and have the authority to act for, and bind, the LOUDELL C. LAGRONE Living Trust in the transaction of the business for which this affidavit is given as affirmation of my (our) authority.

Signature Line

Sworn and subscribed before me, the undersigned authority, by ____ this ____ day of _____, _____.

Notary Public

In addition to other protection given to the personal representative/trustee in this instrument, a personal representative/trustee will not be liable to any beneficiary for any loss of income or depreciation in the value of an investment or transaction of business if the personal representative/trustee of the trust fully disclose(s) the terms of any proposed or pending transaction to a beneficiary that gives the beneficiary sufficient opportunity to examine the details of the transaction and to object to the transaction in a timely manner. Notice to minor or incompetent beneficiaries will be sufficient if made to any person responsible for the care and supervision of the beneficiary.

Article 15. Employment of Advisors, Counsel, Agents

The personal representative/trustee may employ, as an expense of trust administration, such advisors and service providers as the personal representative/trustee considers necessary and appropriate to administer the trust. These advisors and service providers include (*without* expressly excluding others):

- A qualified manager for all or any part of the assets governed by this instrument — delegating to the manager such rights and responsibilities as are reasonably necessary to administer and manage the assets placed under a management or agency contract.
- Legal and tax advisors and counsel, including trial counsel.
- Investment advisors and brokers, including the delegation of investment authority to a qualified investment advisor or agent.
- Accounting professionals, including those who provide tax preparation services.
- Custodial agents having the authority to hold the investments governed by this

instrument.

- Real property, business, and other kinds of appraisers.
- Mental health professionals with regard to the health and welfare of a beneficiary and/or as an advisor as to the resolution of conflicts in the family.
- Mediators and arbitrators to assist with the resolution of any conflict, dispute or disagreement.
- Environmental experts with regard to the investment or ownership of property governed by this instrument.

The personal representative/trustee may rely, without liability, upon the appraised fair market value of an asset or liability obtained from an appraiser qualified by experience and training to value the asset or liability in question. The personal representative/trustee may obtain the opinion of legal and tax counsel concerning the interpretation, construction or effect of any provision of this instrument, or concerning any dispute or disagreement with regard to administration and settlement. The personal representative/trustee is authorized, subject to any directions of a court of competent jurisdiction to the contrary, to act in accordance with and in reliance upon the opinion of counsel.

A personal representative/trustee or any other person or agency having a fiduciary relationship will never be liable to the estate or trust, to any beneficiary, or to any third party, for any act or decision if:

- As to tax matters, the fiduciary relied upon the advice of tax counsel.
- As to legal matters, the fiduciary relied upon the advice of legal counsel.
- As to investment matters, the fiduciary relied upon the advice of an investment advisor.
- As to life insurance matters, the fiduciary relied upon the advice of a life underwriter.
- As to general insurance matters, the fiduciary relied upon the advice of a qualified insurance advisor.
- As to valuation matters, the fiduciary relied upon the valuation opinion or report of a qualified appraiser.

A fiduciary will never be liable to the estate or trust nor to any beneficiary for any act or decision if the fiduciary did not realize an economic benefit or personal gain from the transaction, action or decision. A fiduciary's right to ordinary and reasonable compensation, and the payment of, or the receipt of, ordinary and reasonable compensation is *not* an act of self-dealing.

Article 16. Payment of Costs and Expenses

The personal representative/trustee shall pay from the trust all costs, expenses, or charges reasonably required to maintain, preserve, conserve and protect the property of the trust and the interest of any beneficiary therein. Without limiting the generality of the authority vested in a personal representative/trustee, the personal representative/trustee may pay as an expense of administration or settlement:

- Any property tax or assessment, income taxes, intangibles tax.
- Any cost to maintain, repair, and improve tangible property.
- The cost to insure property and to protect the estate or trust property from general liability claims.
- Professional, brokerage, accounting, and reporting costs.
- Brokerage fees, commissions and other costs incident to the sale, ownership, use, and acquisition of property governed by this instrument.

- Filing, registration, recording costs and other fees.
- Court costs and litigation costs, if any, including any cost to prosecute and defend any claim in mediation and/or arbitration.
- Any other cost, expense, levy or charge reasonably required or necessary to protect and conserve the property governed by this instrument, the interest of the beneficiaries, or reasonably necessary to enable the personal representative/trustee to administer and settle the estate and trust as implied by and incident to the authority of a personal representative/trustee as prescribed elsewhere in this instrument.

Payments will be a charge against the property governed by this instrument and will be paid by the personal representative/trustee out of the income therefrom, or, in the event and to the extent that the income may be insufficient, then out of the principal of the estate and trust, at any time prior to a distribution of the trust income or property to any beneficiary. The determination of the personal representative/trustee with respect to these matters will be conclusive upon the beneficiaries.

Article 17. Principal and Income Laws, Accounting, Reserves

This section applies to the definitions and determination of income and principal and the rules governing how and when a given receipt or item of expense is to be allocated between income and principal. The personal representative/trustee is given reasonable discretion to determine the allocation of items of income, gain, loss, deduction and credit.

A. Governing Rules of Allocation. Unless stated otherwise in this trust instrument, the allocation of items of income, gain, loss, deduction and credit are to be determined with reference to the following requirements and in the following order of preference:

- (1) according to any express provision in this trust instrument, or if none, then
- (2) the applicable trust principal and income laws (as amended from time to time) or other relevant rules of law of the governing jurisdiction of this trust or other rules of law directly on point, or if none, then by
- (3) the official text of the Revised Uniform Principal and Income Act, as promulgated by the National Conference of Commissioners on Uniform State Laws (as amended or to be amended). National Conference of Commissioners on Uniform State Laws, Suite 1700, 676 N. St. Clair Street, Chicago, Illinois 60611.

B. Income From Discounted Bonds. The personal representative/trustee will have the authority to invest assets in government obligations sold at a discount from face value, including but not limited to zero coupon bonds. The proceeds from the sale, redemption or other disposition of such obligations are to be allocated to principal; provided, however, that the increase in value of such obligations in excess of the price at which they were issued will be distributable income no earlier than when the first principal cash is available, or if none is available, when the increase is realized by sale, redemption or other disposition of such obligation.

C. Real Property Depreciation Reserves. *If and required by the Internal Revenue Code or any Treasury Regulations or rulings thereunder, the personal representative/trustee shall set aside a reserve or allowance from trust income for the depreciation of any depreciable real property. Otherwise, the personal representative/trustee will have the discretion whether or not to set aside a depreciation reserve.

J.C.S.

Article 18. Compensation

Any person who serves as a personal representative/trustee may elect to receive a reasonable compensation. Reasonable compensation is to be measured by the time required in administration and settlement and the responsibility assumed in the discharge of the duties of office. A corporate personal representative/trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for trusts and estates of a similar size and nature and additional compensation for extraordinary services performed by the corporate trustee. A personal representative/trustee will be entitled to full reimbursement for reasonable expense, costs, or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees. Whenever two or more personal representative/trustees serve this trust, compensation is to be allocated according to the value of the service actually provided to the estate and trust by each personal representative/trustee.

Article 19. Distributions to an Incompetent or Incapacitated Beneficiary

Distributions to an incompetent or incapacitated beneficiary may be made by the personal representative/trustee, and at the personal representative/trustee's election, using any one or more of the following methods: (a) directly to such beneficiary; (b) to his or her guardian or legal representative (including a personal representative under a durable power of attorney); (c) to any person with whom he or she is residing; (d) to some near relative or close friend who has assumed the responsibility for the primary care of the beneficiary; or (e) payment or application of payment by the trustee for the care, support and maintenance of the beneficiary. A person is to be considered as "incompetent" if he or she cannot reasonably and diligently tend to financial, business, investment and tax matters because of any physical or mental limitation produced by age, illness, accident or other cause. A personal representative under a durable power of attorney, guardian, custodian or a near relative who has assumed the responsibility for the primary care of the beneficiary may:

- Receive all notices, accountings, and other information that the personal representative/trustee is required to deliver to a beneficiary.
- Demand any accounting, report, or action that any beneficiary may require.
- Give a binding written consent, waiver, or other instrument required of a beneficiary.

Any receipt of notice by a representative of an incompetent or incapacitated beneficiary or action by a representative made in good faith will bind the incompetent or incapacitated beneficiary.

Article 20. Accounting

The accounting period will be the calendar year. The accounting method will be on a cash basis (as opposed to accounting on an accrual basis). Assets governed by this instrument may be carried at historical cost. The personal representative/trustee shall:

- Be responsible for the timely preparation and filing of tax returns and tax information reports required by applicable state and federal law without joinder by any beneficiary.
- Maintain accurate books of account, in keeping with generally accepted accounting principles, of all transactions pertaining to the property governed by this instrument, showing all disbursements, charges for services by a personal representative/trustee, receipts of principal and income, and all investments and reinvestment of property, and a record of undistributed trust income. The personal representative/trustee is to maintain records of the cost or other basis of

assets and may report the values of assets at historical cost basis.

- Deliver to any beneficiary an accounting and copies of tax returns upon reasonable demand therefore. The cost of preparation and delivery of accounting reports is to be an expense of administration.

The financial records shall be open for inspection at all reasonable times by the beneficiaries and/or their personal representatives or their legal representatives.

Article 21. Corporate Representative/Trustee Dealing With the Estate/Trust

If the personal representative/trustee is a corporation authorized by law to carry on a banking business,

- the personal representative/trustee is authorized to lend or advance its own funds to the trust for any purpose, at the then current rate of interest, and any loan or advance, together with interest, will be a first lien against the property governed by this instrument;
- the bank may also serve as the depository for cash funds.

If the personal representative/trustee is a corporation authorized by law to carry on a banking business or is a trust company,

- the personal representative/trustee may hold securities and/or other property, real or personal, governed by this instrument in the personal representative/trustee's name, as trustee, or in the personal representative/trustee's name as nominee, or in the name of another as nominee;

- the personal representative/trustee may hold securities or other personal property in registered or unregistered form, in bearer form, or in any other condition that will permit ownership to pass by delivery, and shall likewise be authorized to enter into any land trust, real property holding agreement or similar arrangement with respect to real property. The records of the estate and trust *must* at all times disclose the property held in nominee or bearer form.

Article 22. Environmental Powers

The personal representative/trustee will have the following special powers:

- To inspect any property of the trust to determine compliance with any environmental law affecting such property or to respond to any environmental law affecting property held by the personal representative/trustee.

- To refuse to accept property as an asset if the personal representative/trustee determines that there is a substantial risk that the property is contaminated by any hazardous substance or is being used or has been used for any activities directly or indirectly involving hazardous substances that could result in liability to the estate and trust or otherwise impair the value of assets governed by this instrument.

- To take any action necessary to prevent, abate, cleanup or otherwise respond to any actual or threatened violation of any environmental law affecting estate and trust property prior to or after the initiation of enforcement action by any governmental body.

- To disclaim or release any power granted or implied by any document, statute, or rule of law that personal representative/trustee determines may produce a personal liability under any environmental law:

- To charge against the property the cost of any inspection, review, prevention, abatement, response, cleanup, or remedial action.

The personal representative/trustee will not be personally liable to any beneficiary or other party

J.C.F.

for decrease in value of property in complying with any environmental law, specifically including any reporting requirement under the law. Neither the acceptance by the personal representative/trustee of property nor a failure by the personal representative/trustee to inspect property will be deemed to create any inference as to whether there is or may be any liability under any environmental law with respect to the property. For purposes of this section, the term "*environmental law*" means any federal, state or local law, rule, regulation or ordinance relating to protection of the environment or human health. The term "*hazardous substance*" means any substance defined as hazardous or toxic or otherwise regulated by any environmental law.

Article 23. Recording This Instrument

This instrument may be recorded in the official records of any jurisdiction or jurisdictional subdivision in which the trust owns property. The public and all persons interested in and dealing with the trust may rely upon the public record of the trust in dealing with the trust and the trustee or trustees of the trust. The successor to any trustee may document succession with an affidavit setting forth that the preceding trustee has failed or ceased to serve and the successor has assumed the duties of trustee. The public and all persons interested in and dealing with the trust and the trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence of a successor's authority to serve and act as the trustee of the trust.

Article 24. Jurisdiction

Any issue of law or fact pertaining to the creation, continuation, administration, and termination under the requirements of this instrument, or any other matter incident to this instrument, is to be determined under ALABAMA law. If an article or subsection of this instrument is in conflict with a prohibition of the laws of a governing jurisdiction, the article or subsection, or the trust declaration as a whole, is to be construed in a manner that will result in a compliance with the law and in a manner that will result in the least amount of taxes and estate settlement costs.

The governing jurisdiction for administration **may** be changed, without judicial approval, to:

- Accommodate the change of the domicile of the principal beneficiaries of the trust.
- Accommodate a change of personal representative/trustee or the addition of one or more personal representative/trustee.
- To enhance the jurisdictional protection of the assets of the estate and trust and the interests of the beneficiaries insofar as the trust has sufficient jurisdictional contacts with the jurisdiction of choice.
- To reduce the potential income, estate, inheritance, gift and property tax burden to the estate and trust insofar as the estate and trust have sufficient jurisdictional contacts with the jurisdiction of choice.

Article 25. Definitions

A. Person. The term "*person*" will have the same broad meaning as given by Section 7701(a)(1) of the Internal Revenue Code [*person* includes, in context, an individual, a trust, estate, partnership, association, company or corporation].

B. Personal Representative/Trustee. The general use of the term "personal representative/trustee" is to be construed in context. Any reference to a personal



representative/trustee in the singular will include the plural. The term "independent" identifies a person, company or other entity who (or which) is not related to or subordinate to any person who is a settler of this trust or who is a present, remainder, or contingent beneficiary of the trust. The terms "related" and "subordinate" will have the same meaning as prescribed by Section 672(c) of the Internal Revenue Code.

C. Power of Appointment, Qualified Beneficiary Designation. Whenever this instrument gives a beneficiary the power or authority to appoint a beneficiary, the designation must be in writing and must be acknowledged. A power of appointment may be exercised by a last will and testament executed with the formalities required by law of the beneficiary's residence. A qualified beneficiary designation must clearly evidence the intent of the beneficiary to exercise a power of appointment. The written beneficiary designation must have been delivered to the personal representative/trustee prior to the beneficiary's death or, if exercised by a last will and testament, the will must have been filed for probate within nine months from the date of the beneficiary's date of death and must subsequently be admitted to probate no matter the time interval.

D. Lineal Descendants. The term "lineal descendant" is defined to identify all persons who have descended from a common ancestor, including those who are descendants by birth or lawful adoption. The term "descendant" as used in this instrument will mean and identify a lineal descendant.

E. Survive. Whenever a transfer of property or beneficial ownership, outright or in trust, is conditioned upon one person surviving another person, one must survive the other for a period of at least *90 days as a condition to vesting. For an unborn lineal descendant in gestation, the period of survival is extended, for the unborn descendant alone (whether one or more), by the period of gestation (not to exceed 9½ months).

F. Gender, Plural Usage. The use of personal pronouns, such as he, she or it, are to be construed in context.

G. Internal Revenue Code. The term "*Internal Revenue Code*" identifies the Internal Revenue Code of the United States of America.

H. Qualified Charitable Organization. The term "qualified charitable organization" will mean any not-for-profit corporation, fund, trust, society or foundation organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or to foster international commerce, world peace, the alleviation of poverty, and improvement of the world habitat, or for the prevention of cruelty to children or animals, and of which no part of the net earnings inures to the benefit of any private shareholder, member, or trustee of the charitable organization. The term "*charity*" will mean, in general, all qualified charitable organizations which are qualified to receive distributions from this trust during the primary term specified herein.

The term "tax-exempt qualified charitable organization" identifies any charitable organization that is exempt from U.S. tax under each of the following Code sections: Section 170, 2055, and 2522. The term "private foundation" is as defined by Internal Revenue Code Section 509(a). The term "operating foundation" is as defined by Internal Revenue Code. The term "supporting foundation" is the organization defined at Internal Revenue Code Section 509(a)(3). The term "operating foundation" is the organization defined at Internal Revenue Code Section

Conclusion and Attestation**Distributions**

This instrument will obligate and bind my family, heirs, successors, assigns, and personal representatives and any person who receives, or is to receive, or who claims, any benefit under the terms of this instrument. The acceptance of any distribution or other benefit under the terms of this instrument by any person will obligate that person to exactly comply with the terms and conditions of this instrument. Any person or organization designated as a personal representative/trustee, and who accepts duties of office, will be bound in his, her or its fiduciary capacity alone. This instrument is to be effective upon the date recorded immediately below.

Dated and effective: November 8, 2001

Signed

LoudeLL C. Lagrone
LOUDELL C. LAGRONE

Witnesses

x

M. A. Spears
Signature of Witness

Pleasia F. Spears
Signature of Witness

The printed name and address of each witness to this instrument are listed as follows.

Witness

M. A. Spears
Printed Name

P.O. Box 119
Montevallo AL 35115
Address

Witness

Pleasia F. Spears
Printed Name

P.O. Box 119
Montevallo AL 35115
Address

Acknowledgment and Affidavit

State or Commonwealth: Alabama
County or Parish: Shelby

Before me, the undersigned authority, on the 8th day of November, 2001
personally appeared **LOUDELL C. LAGRONE** (called "Principal" in the singular, whether one or more) and the following persons as witnesses:

M. A. Spears and Pleasia F. Spears (called "witnesses").

I confirmed the identity of Principal and the witnesses on the basis of satisfactory documentary evidence.

Principal acknowledges that the instrument entitled **LOUDELL C. LAGRONE** Living Trust (called "instrument"), was signed for the purposes and for the consideration therein expressed. Principal declared to me and to the witnesses, in my presence, that the instrument has been executed by Principal of free will, act and deed, and without duress.

Each of the witnesses declared under oath said in the presence of and hearing of Principal and in my presence:

- that Principal signed the instrument in our presence and that we signed the instrument as witnesses at the request of Principal and in the presence and hearing of Principal.
- that Principal acknowledged and declared to me and to the witnesses that the instrument was executed to be binding and effective as a contract and a trust.
- that Principal was at the time of execution at least eighteen years of age and appeared to be of sound mind.
- that each witness was then at least nineteen years of age.

Loude C. Lagrone
LOUDELL C. LAGRONE,
Affiant and Principal

M. A. D.
Witness

Pleasia F. Spears
Witness

Subscribed and sworn to before me by Principal and by the witnesses this date.

Dandy D. Fichtman
Notary Public 2/25/2003

Seal of Office

Self-Proving Affidavit — Last Will and Testament

State of Alabama
County of Shelby

Before me, the undersigned authority, on the 8th day of November, 2001 personally appeared **LOUDELL C. LAGRONE** (called "Testatrix") and the following persons as witnesses:

M. A. Spears and Pleasia F. Spears (called "witnesses").

I confirmed the identity of Testatrix and the witnesses on the basis of satisfactory documentary evidence.

Testatrix acknowledges, states, and declares that the instrument titled the **LOUDELL C. LAGRONE** Living Trust (called "instrument"), is her Last Will and Testament. Testatrix declared to me and to the witnesses, in my presence, that the instrument has been executed by Testatrix of her free will, act and deed, and without duress.

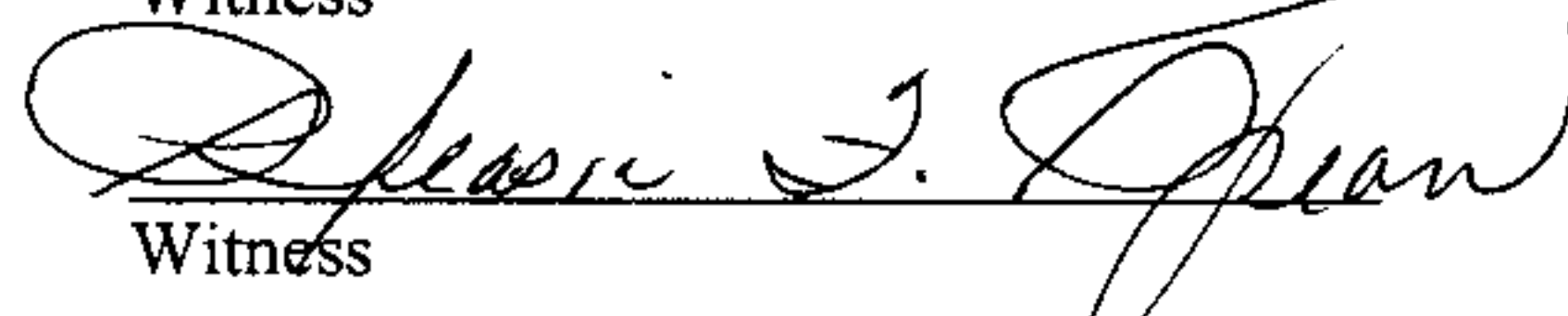
Each of the witnesses declared under oath said in the presence of and hearing of Testator and in my presence:

- that Testatrix signed the instrument titled **LOUDELL C. LAGRONE** Living Trust in our presence and that we signed the instrument as witnesses at the request of Testatrix and in the presence and hearing of Testatrix;
- that Testatrix acknowledged and declared to me and to the witnesses that the instrument titled **LOUDELL C. LAGRONE** Living Trust was signed and executed to be binding and effective as her Last Will and Testament;
- that Testatrix was at the time of execution of this instrument at least nineteen (19) years of age and appeared to be of sound mind; and
- that each witness was then at least nineteen (19) years of age.


LOUDELL C. LAGRONE

Affiant and Testatrix

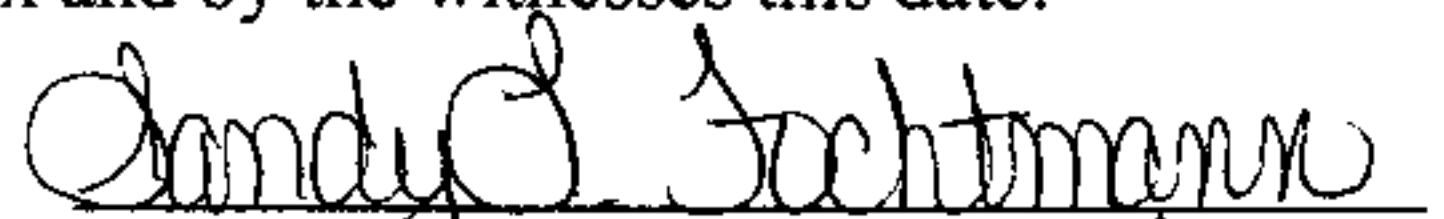

Witness


Witness

Subscribed and sworn to before me by Testatrix and by the witnesses this date.

November 8, 2001

Seal of Office


Notary Public 2/25/2003

Inst. # 2001-52111

12/03/2001-52111
09:10 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
027 CH 89.00