

When recorded Mail To:

✓ D.E. SEXTON
2813 LAKEWOOD TRACE
BIRMINGHAM, AL 35242

20020715000328180 Pg 1/7 29.00
Shelby Cnty Judge of Probate, AL
07/15/2002 13:57:00 FILED/CERTIFIED

CERTIFICATE & NOTICE OF DECLARATION OF TRUST

I(We), the undersigned trustee(s), state and declare that DEWEY EUGENE SEXTON, and ELIZABETH OWENS SEXTON, established that certain Declaration of Trust known as THE DESTON FAMILY TRUST Dated July 15th 2002, and appointed DEWEY EUGENE SEXTON and ELIZABETH OWENS SEXTON, as Trustee of such Trust.

The Trust Agreement provides that upon the resignation, death or incapacity of the Original Trustee(s), the Successor Trustee automatically succeeds to the office of the Trustee. The order of Successor Trustees is as follows:

If all of the original Trustee(s) shall fail or cease to serve or if the personal powers of alteration, amendment, and revocation of a Settlor who is serving as sole Trustee are suspended under the provisions of this instrument, the following shall serve as Trustee hereunder, in the order specified, without the approval of any court.

William Eugene Sexton

If William Eugene Sexton shall fail or cease to serve for any reason, the following individuals who are then willing and able to serve shall serve together.

Debra Ann Sexton

Laurie Joan Sexton McRae

Elizabeth Jane Sexton Petras

The Trustee is given broad powers, including the power, subject to the Trustee's fiduciary obligations, to have all the rights, power and privileges which an absolute owner of the same property would have. The following provisions are relating to the powers of the Trustee are found in the Trust Agreement and may be relied upon as a true and correct statement of the Powers of the Trustee:

X. POWERS OF THE TRUSTEE

To carry out the purposes of each trust created under this Trust Agreement, and subject to any limitations expressed in this Trust Agreement, the Trustee has the following powers and discretions until final distribution, in addition to any now or later conferred by law. In exercising such powers, the Trustee must act in a manner which is reasonable and equitable in view of the interests of income and principal beneficiaries and in the manner which persons of ordinary prudence, diligence, discretion and judgment would act in the management of their own affairs.

A. Receive and Retain Property. To Receive any property from any person, by Will or otherwise, and to retain any property received at the inception of the trust or at any other time, whether or not such property is unproductive or is property in which the Trustee is personally interested or in which the Trustee owns an undivided interest in any other trust capacity, and to keep all or part of the trust property at any place within the United States or abroad.

B. Operate Business. The Trustee shall have the power, with respect to any business interest that may become a part of the Trust Estate, whether organized as a sole proprietorship, partnership, or corporation, and upon such terms for such time and in such manner as it may deem advisable, to hold, retain and continue to operate such business solely at the risk of the Trust Estate and without liability on the part of the Trustee for any losses resulting therefrom; and to dissolve, liquidate, or sell at such time and in such manner as it may deem advisable; to incorporate such business and hold such stock as an asset of the Trust Estate; to use the general assets of the Trust for the purpose of the business; to borrow money for business purposes and pledge and encumber the assets of the business or other assets of the Trust Estate

to secure the loan; to employ and compensate such officers, managers, employees or agents as it may deem advisable in the management of such business, including electing directors, officers or employees of the Trustee to take part in the management of such business as directors or officers.

Notwithstanding the above paragraph, however, the Trustee is prohibited from engaging in any activity which would result in the trust being taxed as a corporation.

C. Invest and Reinvest. The Trustee has the power to invest and reinvest principal, and income if accumulated, in such securities and properties as the Trustee may deem advisable, not in regard to speculation but in regard to permanent disposition of the trust funds, considering the probable income as well as the probable safety of capital.

Within the limitations of the foregoing standard, the Trustee is authorized to acquire, for cash or credit, every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate and governmental obligations of every kind, preferred or common stocks, securities of any regulated investment trust, interests in common trust funds now or later established by a corporate Trustee, and property in which the Trustee owns an undivided interest in any other trust capacity.

D. Deposit Funds. To deposit trust funds in commercial savings or savings and loan accounts (including such accounts in a corporate Trustee's banking department) subject to the usual restrictions upon withdrawal in effect at that time.

E. Dispose of, Develop, Abandon Assets. To dispose of an asset, for cash or on credit, at public or private sale, and in connection with any sale or disposition, to give such warranties and indemnifications as the Trustee determines and to manage, develop, improve, exchange, partition, change the character of or abandon a trust asset or any interest therein.

F. Authority to Borrow and Encumber. Trustee shall have the power to borrow money for any Trust purpose upon such terms and conditions as the Trustee may deem proper, and to obligate the Trust Estate or any part thereof by mortgage, deed of trust, pledge or otherwise, for a term within or extending beyond the term of the trust.

G. Repair. To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings.

H. Subdivide; Dedicate Easements. To subdivide land to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to dedicate land or easements to public use with or without consideration.

I. Lease. To enter for any purpose into a lease as lessor or lessee, with or without option to purchase or renew, for a term within or extending beyond the term of the trust; to amend or extend existing leases.

J. Manage Mineral Interests. To enter into a lease or arrangement for exploration and removal of minerals or other natural resources or enter into pooling or unitization agreements.

K. Grant or Acquire Options. To grant or acquire options and rights of first refusal involving the sale, lease or purchase of any trust assets, including the power to write covered call options listed on any securities exchange.

L. Create Servitudes. To create restrictions, easements and other servitudes, with or without consideration.

M. Lend. To lend or relend the trust estate, or any part, including the power to make loans to any beneficiary.

N. Powers Regarding Securities. The Trustee shall have, respecting securities, all rights, powers and privileges of any owner, including without limiting the foregoing, the power to vote stock, give general or limited proxies, pay calls, assessments and other sums; to assent to corporate sales or other acts, to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations, and in connection therewith, to give warranties and indemnifications and to deposit securities with and transfer title to any protective or other committee; to exchange, exercise or sell stock subscription or conversion rights; and regardless of any limitations elsewhere in this document relative to investments by the Trustee, to accept and retain as an investment any securities received through the exercise of any of the foregoing powers.

O. Use Nominee. To hold securities or other property in the name of the Trustee, in the name of a

nominee of the Trustee or in the name of a custodian (or its nominee) selected by the Trustee, with or without disclosure of this trust, the Trustee being responsible for the acts of such Custodian or nominee affecting such property.

P. Advance Money. To advance money for the protection of the trust, and for all expenses, losses and liabilities sustained or incurred in the administration of the trust or because of the holding or ownership of any trust assets, for which advances, with interest, the Trustee has a lien on the trust assets as against the beneficiary.

Q. Insure. To carry such insurance as the Trustee determines.

R. Pay, Contest or Settle Claims. To pay, contest or settle any claim by or against the trust by compromise, arbitration or otherwise; and to release, in whole or in part, any claim belonging to the trust to the extent that the claim is uncollectible.

S. Litigate. To prosecute or defend actions, claims or proceedings for the protection of trust assets and of the Trustee in the performance of its duties.

T. Pay Expenses. To pay any expense for the management, collection or protection of the trust estate, and any taxes or assessments that may be levied upon the trust estate or its income.

U. Employ Advisers; Use Agents. To employ persons, corporations or associations, including attorneys, auditors, investment advisors or agents, even if they are associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties; to act without independent investigation upon their recommendations; to act through an agent or attorney-in-fact or by or under a power of attorney duly executed by the Trustee to carry out the Trustee's powers and duties.

V. Powers Respecting Principal and Income. Except as otherwise specifically provided below, the Trustee shall have the power and the authority to determine income and principal, and how receipts and disbursements, including the fees of the Trustee, shall be credited, charged or apportioned as between income and principal; however, all such determination shall be made in accordance with the law of the state of situs of the Trust then in effect.

However, wherever the Principal and Income Law confers an absolute discretion on the Trustee, that discretion must instead be reasonable. In instances where the Law does not resolve questions relating to principal and income, the Trustee should use reasonable discretion to make its determination. Notwithstanding the foregoing, the Trustee must:

(1) Allocate to principal all dividends or other payments made by any corporation or mutual investment company that are designated by the company as a distribution of capital gains;

(2) Where a premium has been paid or a discount received in connection with the purchase of a bond, amortize such premium or discount by making an appropriate charge or credit to income as the case may be; and

(3) Charge income from time to time with a reasonable reserve for (a) depreciation of all income producing real or personal property and capital improvements and extraordinary repairs on income producing property; (b) depletion of all depletable natural resources; and (c) amortization of all intangible property having a limited economic life. Such allocations and charges need not be made, however, if written consents are obtained from all income Beneficiaries and remaindermen, vested or contingent, then living and competent to act.

(4) Allocate to principal any amounts received by the Trustee as a dividend with respect to any policy or insurance;

(5) Allocate to principal death benefits paid in lump sum under any employee benefit plan unless, in its discretion, the Trustee determines that to do so would result in adverse income tax consequences to the trust and the beneficiaries; and allocate installment payments to income or principal, or both, in the discretion of the Trustee.

In addition, the Trustee may, with the consent of all current income beneficiaries, charge expenses (such as Trustee's fees) solely to income. Income accrued or unpaid on trust property shall, when received into trust, be treated as any other income.

Income accrued in the hands of the Trustee for payment to an income beneficiary at the termination of his or her interest or estate shall go to the beneficiaries entitled to the next succeeding interest in the

proportions in which they take such interest. The Trustee is not required to prorate taxes and other current expenses to the date of termination.

W. Distribute in Cash or in Kind. Upon any division or partial or final distribution of the trust estate, to partition, allot and distribute the trust estate in undivided interests or in kind, or in money, or partly in any of them, at such valuations and according to such method or procedure as the Trustee determines, including the power to distribute all or a part of any particular asset to any beneficiary without being required to equalize the aggregate income tax basis of the assets distributed to various distributees.

Whenever the Trustee is directed to make a distribution of trust assets or a division of trust assets into separate trusts or shares on the death of a Settlor, the Trustee may, in the Trustee's discretion, defer such distribution or division until six months after the Settlor's death.

When the Trustee defers distribution or division of the trust assets, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this document in the absence of this paragraph, and all rights given to the beneficiaries of such trust assets under other provisions of this document shall be deemed to have accrued and vested as of such prescribed time.

X. Allocate Assets Among Trusts. When making the divisions required in Article V above, the Trustee has the discretion to allocate assets to the various trusts, in accordance with the following guidelines:

In selecting the Survivor's share of the community or co-owned assets to be allocated to the SURVIVOR'S TRUST, such assets as are so allocated shall be valued at their value as finally determined for federal estate tax purposes in connection with the Decedent's death and shall be fairly representative of appreciation or depreciation in the value of all community or co-owned assets.

Y. Dealings with Settlor's Estates. After the death of a Settlor, the Trustee is expressly authorized to purchase any assets from, to loan funds or assets to, and to exchange assets with such Settlor's probate estate or any other trust established by such Settlor on such terms and in such amounts as the Trustee deems advisable, even if the Trustee is also the fiduciary of such estate or trust.

Z. Use Custodian. If no bank or trust company is acting as Trustee, the Trustee is authorized to appoint a bank or trust company as Custodian for securities and any other trust assets. Any such appointment will terminate when a bank or trust company begins to serve as a Trustee. The Custodian should keep deposited property, collect and receive the income and principal, and hold, invest, disburse or otherwise dispose of property or its proceeds (specifically including selling and purchasing securities, and delivering securities sold and receiving securities purchased) upon the order of the Trustee. The Custodians fees may be charged against income or principal, or both, in such proportions (or all against either income or principal) as the Trustee deems proper. The Trustee will have the power to delegate to retained investment counsel the power to instruct the Custodian with respect to all such matters, in which case the Custodian is directed to comply with such instructions. The Custodian will not be liable to any beneficiary or any other person interested in the trust for any action taken pursuant to the order or instructions of the Trustee to whom the aforesaid powers have been delegated.

AA. Special Powers Reserved to Original Cotrustees. The original Cotrustees shall have the following addition powers:

(1) To establish and maintain any trust bank, savings and loan or financial institution account, in such form or manner that either of the Cotrustees alone may endorse checks or instruments for deposit into such accounts and may sign other instruments for withdrawal of funds from such accounts;

(2) To establish and maintain any safety deposit box for the safekeeping of trust assets in such form or manner that either of the Cotrustees alone may enter the box;

(3) To establish and maintain any custodian or agency account in such form or manner that either of the Cotrustees alone may execute instructions to the custodian or agent to buy, sell or otherwise acquire or dispose of, any property held by the custodian or agent for the account of the trust;

(4) To open and maintain collateral or margin accounts with any member of an established stock exchange; to incur obligations, to perform acts, to grant powers or authorities and to execute the agreements normally associated with such accounts, including but not limited to, those acts required and those powers and authorities granted by, or those obligations incurred under, the customary collateral or margin account or lending agreement utilized by any member firm of an established stock exchange.

BB. Encumber Trust Property for the Debts of the Settlers. So long as both Settlers may live, the Trustee shall also have the power to encumber by mortgage or trust deed, any real property of the trust, or to create a security interest in any personal property of the trust, as security for any indebtedness or obligation of the Settlers existing on the date of the establishment of this trust or afterwards created by them or either of them in their capacities as Settlers or to guarantee any obligation of the Settlers or either of them. Upon the death of the decedent, such guarantee may only be made from the Survivors Trust.

CC. Execute Documents. To execute and deliver all documents which will accomplish or facilitate the exercise of the powers of the Trustee. The Trustee shall have the authority to lend, borrow, lease, sell, transfer and convey by deed or other instrument and purchase property, whether real or personal, including undivided fractional interests in property, and upon such terms and conditions as are reasonably prudent under the facts and circumstances then existing. The Trustee will have the authority to guarantee the promissory obligations of others with or without charging a fee.

DD. Powers of Cotrustees To Act Independently. If more than one Trustee is serving, any one Cotrustee shall have the power to transact business for the Trust over his or her sole signature and may hold property in his or her sole name as Trustee, provided, however, that such Cotrustees shall agree to such delegation of power among them.

The Settlers specifically acknowledge that the original Cotrustee have agreed to such delegation and authorize any of the original Cotrustees, during their joint lifetimes and while serving as Cotrustees, to act independently of the other and have the authority to perform all powers and acts as granted under this Declaration of Trust.

EE. Reservation of Right to Surrender Powers. Notwithstanding any other provisions in this trust, the Trustee, or any successor Trustee, is expressly authorized to waive or release, either in whole or in part, temporarily or irrevocably, and in any manner or to any extent, any power, right, authority or discretion conferred upon it by any provisions of this Trust Agreement, in a writing deposited or served upon the beneficiary or beneficiaries of the Trust Estate and filed with the records of the trust. The Trustee is also expressly authorized to enter into any and all agreements with the Internal Revenue Service or any other governmental body or official or to execute, from time to time, any declarations of policy or disclaimers restricting the discretions and powers given the Trustee in order to preserve the marital deduction provided for herein.

FF. Modify Trust Provisions. The Trustee is empowered to seek authority from any court having jurisdiction over this trust to modify its provisions in light of changed circumstances. However, this power shall not be construed to permit any modification which would (whether by the existence of this provision or the existence of such a power in a court) affect either the powers of the trustee or the rights of the beneficiary in such a way to alter the income tax consequences or death tax consequences elsewhere intended to be accomplished by this instrument.

GG. Participation in Partnerships or other Business Entities

The trustee may participate with any other person, firm, corporation or company or trust in partnership either as a general or limited partner, or in any joint venture therewith, in pursuance of any of the purposes of this trust instrument, and shall have and exercise all the powers of management and participation in the management necessary and incidental to a membership in such partnership, limited partnership, corporation, joint venture or other business or investment activity, including the making of charitable contributions. The trustee may at any time participate in the incorporation of any such enterprise.

HH. Protective Provision. Notwithstanding the powers granted the Trustee under this Trust Agreement, the Trustee's authority shall always be circumscribed in such a way that the Trustees authority shall not exceed any limitations placed upon a Trustee by the Internal Revenue Code Section 2041. Any acts which exceed such authority shall be deemed void.

* * * * *

If this instrument has been executed in multiple counterpart originals, each counterpart original shall have equal force and effect.

The Trust Agreement authorizes any institution to accept a photocopy of this instrument. All photocopies shall have the same force and effect as any original and shall bind the Settlor(s), Trustee(s); Successor Trustees assuming the role of Trustee hereunder, and the Beneficiaries of this Trust, as well as their successors and assigns.

The Trust Agreement also states that the assertions of any Trustee hereinabove designated that (1) he

or she is acting alone or with another qualified Trustee, or (2) that he or she is acting with full delegated powers of a Cotrustee shall be sufficient on its face, and no person designated above shall be put to further inquiry into the right of such Cotrustee to act.

IN WITNESS WHEREOF, I(We), the undersigned Trustee(s), this 15th day of July, 2002, hereby certify under penalty of perjury, the foregoing statements to be true and correct.

Denny Eugene Sexton
TRUSTEE

20020715000328180 Pg 7/7 29.00
Shelby Cnty Judge of Probate, AL
07/15/2002 13:57:00 FILED/CERTIFIED

Elizabeth Owen Sexton
TRUSTEE

STATE OF Alabama

COUNTY OF Shelby

BEFORE ME a Notary Public in and for said County and State, personally appeared

DEXTER EVGENE SEXTON & ELIZABETH OWENS SEXTON
personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED before me this 15th
day of July, 2002

WITNESS my hand and official seal

Deanne B. Dayle
Notary Public

My Commission Expires Dec 16, 2002