

PAUL AND GLADYS KIKER REVOCABLE TRUST



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Shelby Cnty Judge of Probate, AL
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This Trust Agreement ("Trust") is by and between **Paul L. Kiker and Gladys Kiker**, as Grantors ("Grantors"), and **Paul L. Kiker and Carol K. Gable** as Trustees ("Trustees").

WITNESSETH

Grantors, in consideration of the agreements and undertakings made by Trustees and other good and valuable consideration, transfer to Trustees the property listed in Schedule A, attached hereto and incorporated herein by reference, in trust nevertheless, to hold, manage and dispose of for the uses and purposes set forth below. In consideration of the transfer, Trustees agree to accept the property, and any additional property transferred to Trustees by Grantors or any other person or organization, and to hold, manage and dispose of the property, and all investments and reinvestment thereof and income therefrom, subject to the following uses and trusts, to wit:

I. NAME OF TRUST.

The name of the trust is "**Paul and Gladys Kiker Revocable Trust**".

II. BENEFICIARIES OF TRUST.

The original beneficiaries of this trust are **Paul L. Kiker and Gladys Kiker** and may be referred to as "beneficiaries" in the remaining provisions of this trust.

III. ADDITIONAL PROPERTY.

Any person is permitted to add assets to the trust at any time by Will or otherwise. All assets, including insurance proceeds, added to the trust shall be received as principal, to be administered and distributed as provided in this agreement. Any person transferring property to this trust will become a Grantor of the trust and the assets so transferred will be subject to all the terms and conditions of the trust. Similarly, any person is permitted to designate Trustees as the primary or contingent beneficiaries of: (i) any policy insuring the life, health or income of that person or another person; or (ii) other benefits payable by contract or non-testamentary designation.

IV. DISTRIBUTION OF INCOME AND PRINCIPAL.

While Grantors are alive, Trustees shall pay to or apply for the use and benefit of the Grantors the total income of the trust and so much of the principal thereof as Trustees, in the exercise of Trustees' discretion, shall reasonably deem necessary or desirable for the Grantors' health, welfare, support in reasonable comfort, and maintenance, including medical, surgical, nursing, hospital or other institutional care, having in mind the standard of living to which they have become accustomed.

V. REVOCABLE TRUST.

A. During the life of Grantors, this Trust may be amended or revoked, in whole or in part, or any provision hereof, by a written instrument signed by Grantors and delivered to Trustees.

B. The power to alter, amend or revoke this Trust agreement or to demand receipt of income or principal is reserved to Grantors and is not exercisable by any custodian, guardian, attorney in fact, or other person purporting to act for Grantors.

C. If the entire Trust is terminated by Grantors, Trustees shall transfer to Grantors all the Trust property and shall execute and deliver to Grantors all instruments which are necessary or appropriate to release all interests of Trustees in the Trust property.

D. Upon the death of first Grantor to die, the Trust will become irrevocable and cannot thereafter be amended.

VI. DEATH OF GRANTOR.

A. Upon the death of the first Grantor to die, Trustees will divide the trust into two shares which will constitute two separate trusts. One share will consist of one-half of the principal of the trust assets and will be named for the surviving Grantor. The surviving Grantor will be the sole beneficiary of the trust named after the surviving Grantor and will have all the rights and privileges in the trust as set out in Item IV hereof.

Surviving Grantor will have a general power of appointment over the assets in the trust named after the surviving Grantor. Any unappointed portion of the trust will, upon the surviving Grantor's death, be merged into the family trust and be held or disposed of according to the provisions of Item VIII.

B. The remaining one-half of the trust assets will be divided into two shares, one referred to as Share A and the other as Share B.

Share A will consist of that percentage of trust assets included in deceased Grantor's estate which has a value, when added to the value of all other property passing to the surviving Grantor which is taxable as a part of deceased Grantor's estate, that is exactly sufficient to reduce the Federal Estate Tax payable by reason of deceased Grantor's death to zero, taking into account all credits and deductions used in calculating the Federal Estate Tax without increasing any state estate or death taxes. Share A will be held or disposed of according to the provisions of Item VII.

Share B will consist of the remainder of the trust assets included in the estate of deceased Grantor and will be held or disposed of according to the provisions of Item VIII.

VII. SHARE A TRUST.

1. During the lifetime of the surviving Grantor, Trustees will pay to him or her the entire net income from the trust in convenient installments but at least annually. If at any time the net income from the trust is insufficient for the support and comfort of Grantor, Trustees will pay to Grantor the amounts of principal they deem necessary or desirable for Grantor's support and comfort.

2. Surviving Grantor will have a general power of appointment over the assets in the Share A Trust. Any unappointed portion of the trust will, upon the surviving Grantor's death, be merged into the Share B Trust and be held or disposed of according to the provisions of Item VIII.

VIII. SHARE B TRUST.

1. Trustees will from time to time pay to or use for the maintenance, support and education of the surviving Grantor, **Carol Gable**, **Caroline Ross** and their descendants living at the time of payment, the amounts of income and principal of the trust the Trustees, other than surviving Grantor, determine. Trustees can make unequal payments and can exclude one or more persons from payments. No one will have the right to require any distribution be made; the decision of Trustees being final and binding on everyone.

2. When the surviving Grantor dies, Trustees will apportion the trust into two equal shares, one share for **Carol Gable**, if she survive, and if not to the descendants of **Caroline Ross**, per stirpes and one share for, **Caroline Ross** if she survive, and if not for her descendants, per stirpes. The shares will be paid to the beneficiaries as soon after apportionment as reasonably practicable.

3. Trustees will transfer and pay over a deceased beneficiary's share to the descendants of the beneficiary as directed by the beneficiary's last will and testament making specific reference to this limited power of appointment.

IX. SUCCESSOR TRUSTEES.

Appointment. Trustees will appoint their successors in writing. Trustees are also granted the right to appoint, in writing, one or more additional Trustees. If both Original Trustees die or become disabled without having appointing a Successor Trustee, **Caroline Ross** will serve as Successor Trustee.

By majority vote, the adult income beneficiaries and the guardians of minor income beneficiaries, may, at any time after the death of Grantor, terminate the appointment of individual Trustees and appoint a corporate Trustee whose book value is not less than Fifty Million Dollars (\$50,000,000). He or she must notify Trustees at least sixty (60) days before the appointment of the corporate Trustee will take effect. The notice will bear the formality of a conveyance of real estate, and will designate the substitute corporate Trustee which will have the same rights, powers and duties as the original Trustees. After receipt of the notice, the first Trustees will deliver over to the

substituted Trustee all property belonging to the trust. Upon completion of the transfer, the first Trustees will stand discharged. Subsequent changes in the corporate Trustee may be made by following the same procedure.

X. STATUS OF SUCCESSOR TRUSTEES.

A. Any Successor Trustee shall be vested with all the duties, rights, titles, powers and exemptions as if originally named as Trustee.

B. No Successor Trustee shall be liable or responsible in any way for the actions or defaults of any predecessor Trustee, nor incur any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee. A Successor Trustee shall be liable only for his own actions and defaults in respect to property actually received as Trustee.

C. Any Successor Trustee may accept the account rendered and the assets and property delivered by the predecessor Trustee as a full and complete discharge of the predecessor Trustee, and shall incur no liability or responsibility by reason of so doing, all without the necessity of any court proceedings or judicial supervision or approval. Any superseded Trustee shall, at the cost and expense of the trust, execute and deliver all conveyances and assignments, and do or cause to be done any and all acts and things as may be necessary to vest in the Successor Trustee all of the rights, titles and interests of the superseded Trustee, and to confirm to the Successor Trustee the authority to act as such.

XI. TRUSTEES POWERS.

Trustees will deal with property held in the Trust with the powers and authority Trustees would have if Trustees were its absolute owners, including but not limited to the following:

A. To collect the income therefrom.

B. To make claim for, compromise, sue, defend and settle any claim in favor of or against the trust.

C. To hold any property or securities originally received as a part of the trust, including any stock or interest in any family corporation, partnership or enterprise.

D. To sell, auction, convey, exchange, lease, or rent all or any portion of the trust.

E. To invest and reinvest the trust and the proceeds of sale of any portion thereof, in such manner as Trustees deem suitable.

F. To hold, retain or acquire property or securities which in Trustees' opinion are suitable without regard to any statutory or constitutional limitation applicable to the investment of

trust funds.

G. To vote or to refrain from voting any corporate stock, in person or by proxy.

H. To continue or dispose of any business enterprise and to develop, add capital to, expand or alter the business of such enterprise, to appoint directors and employ officers, managers, employees or agents and to compensate and offer employee or fringe benefits to them.

I. To develop, or change the use of real estate and to construct, alter, remodel, repair or raze any building or other improvement located thereon.

J. To operate farms and woodlands and to take any action deemed necessary or desirable in such operations.

K. To drill, explore, test, mine or otherwise exploit oil, gas, mineral or other natural resources.

L. To borrow money with or without security, and to execute mortgages or security agreements on the property held in trust.

M. To appoint, employ, remove and compensate such attorneys, agents and representatives for the administration of the trust, and to treat as an expense of the trust any compensation so paid.

N. To hold property or securities in bearer form, in the name of Trustee, or in the name of a nominee, without disclosing any fiduciary relation.

O. To keep trust property properly insured against hazards, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon the property, and to create reserves for depreciation, depletion or such other purposes as Trustees deem necessary or desirable.

P. To pay from income any expenses reasonably necessary for the administration of the trust, and in the event the income is insufficient, expenses will be paid from principal.

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

R. To buy, sell and trade any 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 Trustees.

XII. FIDUCIARY BOND WAIVER.

Trustee named herein or any Successor Trustee shall not be required to give bond or to file

an inventory or accounting in any court, or to render any report in court upon final settlement of acts performed as Trustee, although Trustee shall make out and keep an inventory and maintain records of all transactions relating hereto and shall exhibit the same to any party in interest at any reasonable time.

XIII. ACTIONS BY TRUSTEE.

Trustee shall not be responsible or liable for any mistake or error of judgment in the administration of the trust estate resulting in loss to the trust by reason of investment or otherwise, except for the willful misconduct of the Trustee. A Trustee shall not be liable for the acts or omissions of any other Trustee, accountant, agent, counsel, or custodian selected with reasonable care. Trustee shall be fully protected in acting upon any instrument, certificate, or paper, believed by Trustee to be genuine and signed or presented by the proper person or persons, and Trustee shall not be under any duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements.

XIV. CONSTRUCTION.

Wherever words such as "Trustee", "Trustees", "beneficiary" or "beneficiaries" are used, they will be construed either as singular, plural, masculine, feminine or neuter, whichever is proper in accordance with the context.

XV. HEADINGS.

The captions or paragraph headings contained in this document are for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of the trust.

XVI. SITUS.

The situs of this agreement is Alabama, and it shall be governed by the laws of Alabama.

XVIII. TRUSTEES ELECTION.

Trustees will consider making all elections and file all documents required to qualify Share A as a Qualified Terminable Interest Property Trust and the apportionment to the Trust to cause the trust's inclusion ratio for Generation Skipping Transfer tax purposes to be zero. It is Grantor's intention that Trustees make an election under Section 2652 (a)(3) of the Internal Revenue Code as to QTIP Trust A so that Grantor, and not the surviving spouse, is deemed to be the transferor of the trust for Generation Skipping Transfer tax purposes.

IN WITNESS WHEREOF, Grantors have set their hands and seals and declared the effective date of the trust to be the 8th day of January, 2001, and the signatures of Trustees

indicate their acceptance of the terms of the trust.

GRANTOR:

Paul L. Kiker (SEAL)
Paul L. Kiker

TRUSTEES:

Paul L. Kiker (SEAL)
Paul L. Kiker

Carol K. Gable (SEAL)
Carol K. Gable

STATE OF ALABAMA,

COUNTY OF JEFFERSON.

I, the undersigned, a notary public in and for said county and said state, hereby certify that **Paul L. Kiker**, whose name is signed to the foregoing document and who is known to me, acknowledged before me on this date, that being informed of the contents of the document, he executed the same voluntarily, on the day the same bears date.

Given under my hand, this 8th day of JANUARY, 2001.

James M. Sullivan
Notary Public

STATE OF Alabama,

COUNTY OF Jefferson.

I, the undersigned, a notary public in and for said county and said state, hereby certify that **Carol K. Gable**, whose name is signed to the foregoing document as Trustee and who is known to me, acknowledged before me on this date, that being informed of the contents of the document, she executed the same voluntarily, on the day the same bears date.

Given under my hand, this 17th day of JANUARY, 2001.

James M. Sullivan
Notary Public