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LIVING TRUST DECLARATION

THIS AGREEMENT AND DECLARATION OF TRUST, Made effective the 30 day of April, 2001, by **Sam W. Bennett and Susan E. Bennett**, husband and wife, residents of Shelby County, Alabama, as Grantors, and **Sam W. Bennett and Susan E. Bennett**, as Co-Trustees;

WITNESSETH:

WHEREAS, in order to provide for the future comfort and security of themselves and the other beneficiaries hereafter mentioned, Grantors desire to create a revocable trust for the purposes hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, Grantors do hereby convey, assign, transfer and deliver to the Trustee all of the property described upon Schedule "A" attached hereto, which by this reference is made a part hereof, TO HAVE AND TO HOLD the same and any other property which Trustee may hereafter at any time hold or acquire from Grantors or otherwise, IN TRUST, for the following uses and purposes and subject to the following terms and conditions:

ARTICLE 1 - NAME OF TRUST

The name of this trust shall be: **Bennett Revocable Trust**

ARTICLE 2 - DEFINITION OF TERMS

In the interpretation or construction of the provisions of this Trust Declaration, the following words and phrases shall have the meanings set forth below:

2.1 "Grantors" means **Sam W. Bennett and Susan E. Bennett**, whether such persons are living or deceased.

2.2 All references and directives to the "Trustee" shall be construed to refer to whatever person, persons, or legal entity shall be serving as Trustee of this Trust at the applicable time. The term "Trustee" also includes "Co-Trustees" if the office of Trustee is held by more than one person. Whenever the Successor Trustee, or Successor Co-Trustees, shall succeed to the office of Trustee, the word "Trustee" thereafter refers to such Successor Trustee, or Successor Co-Trustees.

2.3 The term "trust estate" refers to all property which, at any point in time, is held by Trustee subject to the provisions of this Trust Declaration. Unless expressly limited, the term "property" means and refers to all assets and things of value of every kind, including but not limited to real estate and interests in real estate, and personal property whether tangible or intangible.

2.4 The term "separate trust estate" refers to a portion of the trust estate (sometimes referred to as a "subtrust") that is separately administered and accounted for by the Trustee. A separate trust estate shall for all legal and tax purposes have the status of a separate trust that is being administered by Trustee under the provisions of this Trust Declaration for convenience. With respect to the administration of a separate trust estate, the Trustee shall have all of the duties, and all of the powers and authority, including discretionary powers and authority, that are herein imposed upon or granted to the Trustee of this Trust, unless expressly provided to the contrary elsewhere in this Trust Declaration.

2.5 The terms "child," "children," "descendant" and "descendants" shall include legally adopted persons, and the descendants of any such legally adopted persons, unless preceded by the word "biological", in which event the term shall not include legally adopted persons. Step-children who have not been adopted by the step-parent shall not under any circumstances be construed to be "descendants" of the stepparent.

For purposes of this Trust Declaration, a biological child of a person who has been legally adopted by another person under circumstances terminating the relationship of parent and child between the biological parent and the biological child during the biological parent's lifetime shall not be deemed to be a "child" or "descendant" of such biological parent for inheritance purposes following the death of the biological parent, notwithstanding any provisions of law to the contrary, and the provisions of this Trust Declaration shall be interpreted and administered accordingly.

Grantors hereby declare that at the date of execution hereof, Grantors have the following living children:

Children of Sam W. Bennett:

**Gay Dyer
Joy Godsey
Samm Bennett**

Children of Susan E. Bennett:

**Chris Stanley
Laura Quinn
Julie Mosley
Susan Bishop**

Neither of the Grantors has any other children, and neither of the Grantors has any deceased children.

2.6 A person is deemed to be "incapacitated" or "incompetent" if such person is incapable of managing his or her own financial affairs because of such person's physical or mental condition, or both. If a person who is serving as Trustee or Co-Trustee hereunder becomes incapacitated or incompetent, such person shall be deemed to have resigned the office of Trustee or Co-Trustee. A Grantor shall be presumed to be incapacitated or incompetent whenever two licensed, practicing medical doctors who are not related to grantor or to any beneficiary or heir at law or grantor by blood or marriage certify in writing that grantor is unable to manage grantor's financial affairs because of mental or physical infirmity.

2.7 The masculine gender when used herein shall be deemed, where appropriate, to include the feminine or neuter, and the singular the plural, and vice versa. References to a female person's surname shall be construed to include all other surnames of such person resulting from changes in her marital status from time to time.

2.8 Whenever provision is made herein for payment for the "education" of a beneficiary, the term "education" shall be construed to include without limitation college and postgraduate study, so long as pursued to advantage by the beneficiary, at an institution of the beneficiary's choice; and in determining payments to be made for education, Trustee shall take into consideration and deem to be a cost of "education" the beneficiary's related living and transportation expenses to the extent that they are reasonable.

2.9 If a beneficiary is not living at the time he or she becomes entitled to distribution of any part of the trust estate, the provisions of this Trust Agreement shall be construed and administered in accordance with the following:

2.9.1 Whenever a distribution is directed to be made to a person upon condition that such person "survives" any other person, it is Grantors' intention that any applicable "antilapse" statute or rule of construction shall not apply to such distribution, and the gift shall lapse if the beneficiary does not survive such other person.

2.9.2 Lapsed gifts shall be distributed in accordance with any alternative distribution instructions contained in this Trust Declaration, and shall not pass to the deceased beneficiary's heirs, spouse, descendants, or estate unless expressly so provided in this Trust Declaration.

2.9.3 Whenever this Trust Declaration directs that a distribution be made to a person or to a class (group of persons), "*per stirpes*", it is intended that in the event a beneficiary who is entitled to receive a distribution is no longer living at the time he or she becomes entitled to such distribution, the gift to the deceased beneficiary or class member shall not lapse if the deceased beneficiary or class member left descendants who are still living at the time the deceased beneficiary or class member would have become entitled to receive the distribution. The property to which the deceased beneficiary or class member would have been entitled, if living, shall instead be distributed to the surviving descendants of the deceased beneficiary or class member as directed in the following subparagraph. If there are no living descendants of the deceased beneficiary or class member to whom a distribution was to be made *per stirpes*, the gift to the deceased beneficiary or class member shall lapse.

2.9.4 Whenever a distribution is directed to be made to the descendants of a deceased person, *per stirpes*, the amount to be distributed shall be divided into a sufficient number of equal shares to create one share for each child of the deceased person who is then living, and one share for each deceased child of the deceased person who left descendants who are then living (with the share created for the deceased child to again be divided among his or her descendants in like manner). A *per stirpes* distribution shall be divided and made at the first generational level among the descendants of the deceased beneficiary at which someone is living.

2.9.5 Whenever this Trust Declaration directs that a distribution be made to a class or group of individuals "*per capita*", it is intended that if a member of the class or group is no longer living at the time any property becomes distributable to the class or group, the gift to such deceased member of the class or group shall lapse (whether or not there are surviving descendants of such person), and the property to be distributed shall be divided

among only those members of the class or group who are then living.

2.10 Any gift herein to the "surviving spouse" of a beneficiary shall be construed to refer only to the spouse, if any, to whom such beneficiary was married on the date any part of this Trust became irrevocable by reason of the death of a Grantor or otherwise. If the beneficiary is married to any other person at the time of the beneficiary's death, any gift herein to the beneficiary's "surviving spouse" shall fail and the trust estate shall be distributed as if the beneficiary had no surviving spouse.

2.11 Whenever this Trust Declaration directs that Trustee distribute a specific asset of the trust estate to a beneficiary "in kind", or allocate a specific asset of the trust "in kind" to a certain share or separate trust estate created hereunder, the asset itself shall be conveyed, transferred, and delivered to the beneficiary, or allocated to the designated share or separate trust estate, provided the asset then comprises a part of the trust estate hereunder. If the asset to be distributed or allocated in kind no longer comprises a part of the trust estate at the time Trustee is directed to make the distribution or allocation, the gift shall lapse and Trustee shall not substitute proceeds of sale of the asset or other property in lieu thereof. If shares of stock of a corporation are directed to be distributed in kind, such direction shall be construed to include and refer to shares of any successor entity by way of merger, consolidation, or other form of corporate combination that are hereafter received by the trust estate in exchange for or by reason of its ownership of the shares of stock herein directed to be distributed in kind. Growing crops upon agricultural land to be allocated or distributed in kind shall be deemed to be a part of the real estate, and any indebtedness secured by such growing crops shall be deemed to constitute an encumbrance upon the land.

ARTICLE 3 - SEPARATE AND JOINTLY HELD/COMMUNITY PROPERTY

3.1 *Definitions of "Separate Property" and "Jointly Held/Community Property."* The definitions set forth in this Paragraph shall govern the interpretation and administration of this Trust Declaration, notwithstanding any other or contrary meaning of the defined terms that may be provided by law or custom in any jurisdiction. Whenever the term "separate property" is used herein, such term means property owned by an unmarried person, or property owned by a married person in which such person's spouse has no legal interest. Whenever the term "jointly held/community property" is used herein, such term means property which is co-owned by persons who are husband and wife. Grantors hereby agree with one another that for purposes of this Trust Declaration:

3.1.1 Property herein referred to as "jointly held/community property" shall be deemed to be property that has the character of community property of the Grantors, if the property is real estate located in a community property jurisdiction (or as "community property with right of survivorship" if such form of ownership is permitted in the applicable jurisdiction) or if the property is personal property and Grantors reside in a community property jurisdiction.

3.1.2 Property referred to as "jointly held/community property" shall be deemed to be property having the character of property held by Grantors as joint tenants with right of survivorship (or as tenants by the entirety if such form of ownership is permitted in the applicable jurisdiction) if the property is real estate and is located in a non-community property jurisdiction, or if the property is personal property and Grantors reside in a non-community property jurisdiction.

3.2 *Sources of Contributions and Character of Property Contributed to Trust Estate.* Except for any items of property identified as having the character of separate property of one of the Grantors upon a Schedule attached to and made a part of this Trust Declaration, all of the property conveyed to Trustee upon the formation of this Trust was the jointly held/community property of Grantors at the date such property was conveyed to the Trustee. Each Grantor has initially contributed to the trust estate such Grantor's one-half interest in the trust estate property that has the character of jointly held/community property, together with all of such Grantor's interest in the trust estate property (if any) identified as having the character of his or her separate property. All property hereafter added to this Trust during Grantors' joint lifetimes shall be conclusively presumed to have the character of jointly held/community property of which each Grantor has contributed his or her one-half ownership interest to the trust estate, unless expressly designated as having the character of separate property of one of the Grantors (in which event that Grantor has contributed such property to the trust estate) in the instrument conveying, assigning, or transferring such property to Trustee, or upon a Schedule attached to this Trust Declaration and signed by both Grantors (including amended Schedules signed by both Grantors), or in another written memorandum signed by Grantors and delivered to Trustee. If any property contributed to the trust estate was, at any earlier time, separately

owned by one of the Grantors, and such property is not identified as having the character of separate property of one of the Grantors in the manner herein provided, Grantors shall be conclusively presumed to have, by agreement and gifts between the Grantors, transmuted the character of such property to jointly held/community property prior to contributing the property to the trust estate.

3.3 *Character of Property While Held in Trust Estate.* Property of the trust estate shall have the character of separate property of a Grantor, or as the jointly held/community property of the Grantors, as follows:

3.3.1 *During Grantors' Joint Lifetimes.* Property having the character of jointly held/community property of Grantors, and property designated in the manner herein provided as having the character of separate property of one of the Grantors, shall while held in trust during Grantors' joint lifetimes retain its character as jointly held/community property or separate property, as the case may be, unless the character of such property is subsequently changed by operation of express provisions of this Trust Declaration or any Amendment hereto.

3.3.2 *Additions to Trust Estate by Reason of Death of a Grantor.* Property added to the trust estate by reason of the death of a Grantor, as proceeds of life insurance, or under the Will of the deceased Grantor, or otherwise, shall be administered and accounted for as separate property of the deceased Grantor, or as jointly held/community property of the Grantors, according to the character of such property prior to its being added to the trust estate.

3.3.3 *During Lifetime of Surviving Grantor.* Notwithstanding any other characterization of such property under general principles of common law or by statute, Grantors direct that after the death of either Grantor:

(a) Property of the trust estate that had the character of separate property of the deceased Grantor at the time of his or her death shall be separately accounted for and shall be referred to herein as "property having the character of separate property of the deceased Grantor."

(b) Property of the trust estate that had the character of separate property of the surviving Grantor at the time of death of the deceased Grantor shall be separately accounted for and shall be referred to herein as "property having the character of separate property of the surviving Grantor."

(c) Property of the trust estate that had the character of jointly held/community property of the Grantors at the time of the deceased Grantor's death shall be separately accounted for and shall continue to be referred to herein as "jointly held/community property of the Grantors" notwithstanding the allocation of such property or any portion thereof to the Survivor's Trust or to the Family Trust following the death of the deceased Grantor.

3.4 *Accounting for Rents, Profits, and Income.* Notwithstanding any contrary provisions of any laws relating to separate property, community property, or any form of co-ownership of property by husband and wife, or any custom or practice relating thereto, and notwithstanding the treatment thereof for federal or state income tax purposes (except as expressly stated below), Grantors direct that the income from, and proceeds from the sale, exchange, or other disposition of, trust estate property having the character of jointly held/community property of the Grantors and of separate property of one of the Grantors, shall be accounted for as follows:

3.4.1 *Increases in Property Value.* All increase in the value of property through reduction in indebtedness encumbering such property, or by reason of improvements made to such property, or by reason of appreciation in market value of the property, shall have the same character as the property itself, regardless of the source of funds through which such indebtedness was reduced or with which such improvements were made, or which Grantor may have rendered services that contributed toward such increase in market value.

3.4.2 *Securities.* Dividends on securities (whether paid in cash or in stock) and securities received by reason of stock split, merger, consolidation, or other reorganization shall have the same character as the securities by reason of which such dividends or other securities were received.

3.4.3 *Income Other Than Proceeds of Property Dispositions.* All items of income other than the proceeds arising from the disposition of property shall have the same character as jointly held/community property, or as separate property, as the property that was the source of such income.

3.4.4 *Proceeds of Property Dispositions During Grantors' Joint Lifetimes.* All proceeds (whether the same constitute income or principal) from the sale, exchange, or other disposition of trust estate property during Grantors' joint lifetimes shall retain the separate or jointly held/community property character of the property sold, exchanged, or otherwise disposed of.

3.4.5 *Proceeds of Property Dispositions After Death of Either Grantor.* Gains and losses during Grantors'

joint lifetimes arising from the sale, exchange, or other disposition of trust estate property may be allocated between principal and current net income as Trustee, in Trustee's sole discretion, shall deem necessary or advisable. Proceeds of the sale, exchange, or other disposition of trust estate property after the death of either Grantor (whether the same constitute principal or income) shall be accounted for as follows:

(a) Gains and losses from the sale or other disposition of capital assets having the character of separate property of either Grantor, or having the character of jointly held/community property of the Grantors (whether allocated to the Survivor's Trust or to the Family Trust), which are required to be reported as capital gains for Federal Income Tax purposes, shall be added to principal and shall not be taken into consideration in determining the amount of current net income distributable to the surviving Grantor; provided, however, if any capital gains are required to be included in the gross income of the surviving Grantor under applicable federal or state tax law, the Trustee shall (if requested to do so by the surviving Grantor) distribute to the surviving Grantor a sufficient amount of the proceeds from the sale or other disposition of the property to reimburse the surviving Grantor for the federal and state income taxes he or she is required to pay by reason of the inclusion of such capital gains in his or her gross income.

(b) All assets acquired with the proceeds of the sale, exchange, or other disposition of trust estate property during the lifetime of the surviving Grantor shall be deemed to have the same character as jointly held/community property of the Grantors or as separate property of one of the Grantors, as the property which was sold, exchanged, or otherwise disposed of, and shall be accounted for accordingly.

3.5 Use and Application of Certain Distributions During Grantors' Joint Lifetimes. If a distribution is made to one Grantor, during Grantors' joint lifetimes, of principal that has the character of jointly held/community property of the Grantors, or of income derived from trust estate assets that have the character of jointly held/community property of the Grantors, the Grantor to whom such distribution is made shall have the same duty to use the principal or income so received for the benefit of both Grantors, as he or she has with respect to any other principal or income that constitutes jointly held/community property (as such term is above defined) of the Grantors.

3.6 Grantors' Property Interests are Beneficial Interests. Nothing herein contained with respect to the characterization of any property as separate or as jointly held/community shall be construed to imply that Grantors, or either of them, have any ownership interest in the specific assets of the trust estate so long as this trust shall continue, it being understood that during the continuance of this trust Grantors' only interest in such assets is their beneficial interest as beneficiaries of the trust.

3.7 Agreements Regarding Inheritance and Property Rights. It is the intention of the Grantors that in the event of the death of a Grantor the disposition of the deceased Grantor's beneficial interest in any property held in trust hereunder shall be strictly in accordance with the provisions of this Trust Declaration. Grantors agree that the beneficial interest of a deceased Grantor in any property of the trust estate shall not pass outside this trust to his or her surviving spouse or descendants, except to the extent (if any) expressly directed herein. Each Grantor hereby waives all statutory or common law rights of curtesy, dower, community property, homestead, or statutory allowances, and all rights of inheritance, with respect to the beneficial interest of the other Grantor in all property that at any time comprises a part of the trust estate hereunder, and consents that all such property shall be held, administered, and distributed strictly in accordance with the provisions of this Trust Declaration notwithstanding the provisions of any laws relating to inheritance, statutory allowances, marital rights, joint ownership of property, community property, or separate property that would have been applicable to such property had the same not been held in trust hereunder. In the event of dissolution of Grantors' marriage for any reason other than the death of a Grantor, however, nothing herein contained with respect to the characterization of any property as separate or as jointly held/community, and no waiver of rights of inheritance of any nature contained herein, shall be construed as an admission on behalf of either Grantor with respect to the marital and property rights of such Grantor.

ARTICLE 4 - DISTRIBUTIONS DURING JOINT LIFETIMES OF GRANTORS

The provisions of this Article shall be in effect during Grantors' joint lifetimes, subject at all times to any express restrictions and limitations thereon set forth elsewhere in this Trust Declaration:

4.1 Initial Trust Beneficiaries. The initial beneficiaries of this Trust shall be the Grantors. It shall be the duty of the Trustee, during Grantors' joint lifetimes, to provide for the comfort and needs of the Grantors. No

remainder beneficiary shall have any standing to contest or object to any distribution of principal or income made by Trustee to Grantors or for the benefit of Grantors, unless the making of such distribution was expressly prohibited hereunder.

4.2 Distributions of Income. During Grantors' joint lifetimes the Trustee shall pay all of the net income of the trust estate to Grantors, or to either Grantor, or shall apply such income for Grantors' benefit, or for the benefit of either Grantor. Such payments shall be made at whatever times and intervals are convenient to the Grantors and the Trustee. If, at the close of any calendar year, there are any undistributed gains, profits, additions, accumulations, or other increases in the trust estate that constitute taxable income for such year to the Grantors, or to either Grantor, for Federal Income Tax purposes, such taxable income shall be deemed to have been distributed to the Grantors on the last day of the calendar year and then contributed back to the trust estate as principal on the same date, and the same shall be accounted for accordingly. Notwithstanding anything to the contrary elsewhere in the Trust Declaration, the net income from property of the trust estate that has the character of separate property of one of the Grantors shall be paid and distributed only to such Grantor whenever, during Grantors' lifetimes, such Grantor requests in writing that Trustee do so.

4.3 Distributions of Principal. Trustee shall also pay to Grantors, or to either Grantor, or apply for Grantors' benefit, or for the benefit of either Grantor, from time to time, whatever amounts from the principal of the trust estate, up to the whole trust estate, which the Trustee, in Trustee's sole discretion, shall deem necessary or advisable for the Grantors' use and benefit (or for the use and benefit of any remainder beneficiary of this Trust who is dependent for support upon the Grantors); PROVIDED, however, during any periods of time when both Grantors are not serving as Co-Trustees of this Trust, the Trustee shall not make principal distributions to either Grantor from property of the trust estate that has the character of separate property of the other Grantor unless both of the following conditions are satisfied: (i) The purpose of the distribution must be to provide for the maintenance, support, and health of the Grantor to whom or for whose benefit the distribution is made; and (ii) Trustee must determine, based upon such information as is available to Trustee, that the Grantor to whom or for whose benefit the distribution is made has insufficient resources available from other sources for the payment of the expenses of his or her maintenance, support, and health.

ARTICLE 5 - DISTRIBUTIONS AFTER DEATH OF EITHER GRANTOR

Upon the death of either Grantor, Trustee shall divide the trust estate, as then constituted, including any additions thereto to which Trustee may be entitled by reason of such Grantor's death, into two shares determined as follows:

5.1 Survivor's Trust. The first share (to be created only if the deceased Grantor has a surviving spouse), hereinafter sometimes referred to as the Survivor's Trust, shall consist of all property comprising any part of the trust estate which is not includable in the gross estate of the deceased Grantor for Federal Estate Tax purposes (such as the surviving Grantor's one-half interest in trust estate property deemed to have the character of jointly held/community property, and the surviving Grantor's interest in trust estate property deemed to have the character of separate property of the surviving Grantor, if any). Trustee shall also allocate to the Survivor's Trust, upon the death of the first Grantor, all of the deceased Grantor's right, title, and interest in the deceased Grantor's clothing, jewelry, personal effects, household furniture and furnishings, silver, linens, china, glassware, objects of art, books, sporting equipment, household tools and equipment, and all other household goods and purely personal effects, except to the extent that the deceased Grantor shall have provided for distribution thereof in a letter or other writing relating to personal effects and heirlooms, as provided elsewhere herein. Proceeds of life insurance on the life of the deceased Grantor shall be allocated between the Survivor's Trust and the Family Trust as follows: any portion of the said life insurance proceeds required to be included in the gross estate of the deceased Grantor for Federal Estate Tax purposes shall be allocated to the Family Trust, and the balance of such life insurance proceeds shall be allocated to the Survivor's Trust. Trustee shall not allocate to the Survivor's Trust any policy of life insurance on the life of the surviving Grantor which was owned by the deceased Grantor as his or her separate property, or any proceeds therefrom, and Trustee shall not allocate to the Survivor's Trust the deceased Grantor's jointly held/community property interest in any policy of insurance insuring the life of the surviving Grantor, or any proceeds therefrom, and all such policies of insurance and proceeds, or interests therein, shall be allocated to the Family Trust.

Unless the following provisions are disclaimed by the surviving Grantor pursuant to the right of disclaimer hereafter granted, the first share (Survivor's Trust) shall also include a pecuniary amount, and not a fractional share, which Trustee may satisfy in cash or in kind or part in cash and part in kind, from any part of the trust estate includable in the gross estate of the deceased Grantor for Federal Estate Tax purposes, to be determined as follows:

An amount of property having a value for Federal Estate Tax purposes equal to the difference, if any, between the amount of property that could at such time pass free from Federal Estate Taxes in the estate of the surviving Grantor (by reason of the Unified Credit against Estate Tax provided by Section 2010 of the Internal Revenue Code, as amended, as reduced by reason of any lifetime transfers theretofore made by the surviving Grantor), and the combined total actual net value for Federal Estate Tax purposes, as of the same date, of all property which would at such time be included in the gross estate of the surviving Grantor for Federal Estate Tax purposes in the event of the death of the surviving Grantor, including but not necessarily limited to the following: (a) The property includable in the Survivor's Trust as surviving Grantor's interest in trust estate property having the character of jointly held/community property and as surviving Grantor's separate property; plus (b) Any property owned by the surviving Grantor outside this Trust at the date of death of the deceased Grantor, including (but not limited to) any separate property of the surviving Grantor, and the surviving Grantor's interest in any jointly-held/community property owned by Grantors outside this Trust; plus (c) Any property not comprising a part of the trust estate hereunder which shall have passed to the surviving Grantor by reason of the deceased Grantor's Will, by operation of law, through insurance contracts, other trust instruments, or otherwise; plus (d) the amount of proceeds that will become payable under insurance policies and annuity contracts upon the death of the surviving Grantor, to the extent such proceeds will be includable in the gross estate of the surviving Grantor for Federal Estate Tax purposes. The term "net value for Federal Estate Tax purposes" means actual gross value less debts and encumbrances that are deductible for Federal Estate Tax purposes.

5.2 Family Trust. The second share, hereinafter sometimes referred to as the Family Trust, shall consist of so much of the trust estate (if any) as is not included in the first share (Survivor's Trust), and shall consist of all of said trust estate, if there is no surviving Grantor; PROVIDED, HOWEVER, that if there is a surviving Grantor, and application of the foregoing instructions shall exceed the largest amount (after taking into consideration all property includable in the gross estate of such Grantor both within and outside this trust estate) that can pass free of Federal Estate Taxes, by reason of the unified credit, as enhanced by reason of any election made under Section 2057 of the Internal Revenue Code, to the extent available after considering transfers during the lifetime of the deceased Grantor, and the state death tax credit (except state death tax credit shall be taken into account only if the use of this credit does not increase the state death taxes that would otherwise have to be paid), then the portion of the trust estate to be included in the Family Trust shall be reduced to the extent that such reduction will permit a reduction in the Federal Estate Taxes payable by reason of the death of the first Grantor to die, after taking into account the above mentioned deductions and credits. Property other than property that had the character of separate property of the deceased Grantor prior to his or her death shall, to the extent sufficient, be first excluded from the trust estate. The residue and remainder of the trust estate, after making such reduction in the property to be included in the Family Trust, shall be added to the Survivor's Trust, it being the intention of Grantors by this provision to take advantage of the unlimited marital deduction provided by Section 2056 of the Internal Revenue Code of 1986, as amended from time to time, to such extent (but only to such extent) as shall be necessary to reduce to zero the amount of Federal Estate Taxes payable by reason of the death of the first Grantor to die.

5.3 Disclaimers. In addition to any disclaimer rights conferred by law, Grantors hereby authorize any beneficiary, including a surviving Grantor, at any time within nine (9) months after the date of death of either Grantor, to disclaim in whole or in part any interest, benefit, right, privilege or power granted or passing to such beneficiary under this Trust Declaration by reason of the death of the deceased Grantor. Any such disclaimer shall be made by written instrument executed by such beneficiary, or such beneficiary's conservator, guardian, or personal representative, and delivered to the Trustee hereunder (or to the personal representative of the estate of the deceased Grantor). In the event of any such disclaimer, other than a disclaimer by a surviving Grantor of any interest, benefit, right, privilege or power with respect to the Survivor's Trust hereunder, the disclaimed interest, benefit, right, privilege or power shall be disposed of and distributed in the same manner as if the disclaiming party had predeceased such deceased Grantor. In the case of any disclaimer by a surviving Grantor, any such

disclaimed interest or benefit shall be added to the Family Trust, and shall be held, administered, and distributed as herein provided with respect to such Family Trust (and in such event the provisions of the foregoing Paragraph of this Article requiring a reduction in the portion of the trust estate to be distributed to the Family Trust in event Federal Estate Taxes would become payable by reason thereof, shall not be implemented to the extent of the disclaimed interest or benefit).

5.4 Distribution of Survivor's Trust. The property comprising the Survivor's Trust, if any, shall be held, managed, invested and reinvested by Trustee, and Trustee shall collect the income therefrom and pay over and distribute the net income and principal thereof as follows:

5.4.1 During Lifetime of Surviving Grantor. During the lifetime of the surviving Grantor:

(a) *Income of the Survivor's Trust.* Trustee shall pay over to said surviving Grantor, not less often than quarter-annually, all of the net income of the Survivor's Trust; and

(b) *Principal of the Survivor's Trust.* Subject to any limitations set forth elsewhere herein:

(1) Trustee shall distribute to said surviving Grantor such part or all of the principal of the Survivor's Trust, as said surviving Grantor may request from time to time by an instrument or instruments in writing. During any periods of time in which the Trustee of the Survivor's Trust and the surviving Grantor shall be the same person, all distributions of principal made from the Survivor's Trust shall be conclusively presumed to have been properly requested and authorized by the surviving Grantor.

(2) During any periods of time when the surviving Grantor shall be to act in his or her own behalf, it shall be the duty of the Trustee of the Survivor's Trust to provide for the comfort and needs of the surviving Grantor, and Trustee shall pay to or apply for the benefit of the surviving Grantor such amounts from the principal of the trust estate of the Survivor's Trust, up to the whole thereof, as Trustee may from time to time, in Trustee's absolute discretion, deem necessary or advisable for the surviving Grantor's use and benefit, and the use and benefit of those legally and actually dependent upon the surviving Grantor, if any.

5.4.2 Upon Death of Surviving Grantor. Upon the death of the surviving Grantor, all of the principal and undistributed net income of the Survivor's Trust, as then constituted, shall be added to and disposed of as a part of the Family Trust hereunder, subject to all of the terms and conditions thereafter pertaining thereto.

5.5 Distribution of Family Trust. The property comprising the Family Trust shall be held, managed, invested and reinvested by the Trustee, and Trustee shall collect the income therefrom, and pay over and distribute the net income and principal thereof as follows:

5.5.1 During Lifetime of Surviving Grantor. During the lifetime of the surviving Grantor, and subject to any restrictions and limitations set forth elsewhere in this Trust Declaration:

(a) *Income of the Family Trust.* Trustee shall at least annually pay over and distribute to beneficiaries all of the net income of the trust estate of the Family Trust. Trustee shall divide the net income among the surviving Grantor and the descendants of the Grantors in such respective shares and proportions to each as Trustee, in Trustee's sole and absolute discretion, shall determine to be proper. In the exercise of Trustee's discretion regarding the division of net income, Trustee is expressly authorized to make unequal distributions among the permitted beneficiaries, or to omit any one or more of said beneficiaries from any distribution or distributions, for any reasons deemed sufficient to Trustee; PROVIDED, HOWEVER, the surviving Grantor shall be the preferred income beneficiary and his or her needs shall have priority over the needs of any other beneficiary.

(b) *Principal of the Family Trust.* Trustee shall also pay over and distribute to the surviving Grantor such amounts of the principal of the Family Trust which, in the sole judgment and discretion of the Trustee shall be required to provide for the maintenance, education, support, and health of the surviving Grantor; PROVIDED, HOWEVER, such principal distributions shall be made from the Family Trust only to the extent that Trustee shall determine, based upon such information as shall be available to Trustee, that the surviving Grantor has insufficient assets and resources available from other sources to provide for surviving Grantor's maintenance, education, support, and health. In determining amounts necessary for such purposes, Trustee shall take into consideration the desire of Grantors that the surviving Grantor be able to live in a manner which, in the opinion of the Trustee, shall be consistent with his or her accustomed standard of living prior to the death of the first Grantor.

5.5.2 Upon Death of Surviving Grantor. Upon the death of the surviving Grantor Trustee shall hold, administer, and distribute the trust estate of the Family Trust, as then constituted (including any property added thereto by reason of the death of either Grantor from the Survivor's Trust, or under such Grantor's Will, or as

proceeds of life insurance or otherwise), as follows:

(a) *Personal Effects and Heirlooms.* If either Grantor shall have made provision in a letter or other writing signed by such Grantor and accompanying his or her Will for distribution of any of such Grantor's personal effects and heirlooms, Trustee shall as soon as practicable after the deaths of both Grantors (or after the death of either Grantor, if so indicated in the letter or other writing) distribute such items to those persons, and in the manner, set forth in said letter or other writing.

(b) *Other Distributions and Payments.* Trustee shall next make any distributions directed under the provisions of any other Article of this Trust Declaration, and shall pay all payments directed or authorized under any other provisions of this Trust Declaration (in the case of authorized but discretionary payments, Trustee shall make the same only to the extent Trustee elects to exercise Trustee's discretion to do so).

(c) *Remainder.* The "remainder" of the trust estate of the Family Trust consists of all assets which are available for distribution after payment of all costs and expenses of administration, and after making all payments or distributions authorized or directed pursuant to any other provisions of this Trust Declaration. Trustee shall divide the remainder of the trust estate of the Family Trust, as then constituted, into a sufficient number of equal shares to create one share for each child of each Grantor who shall have survived both Grantors, and one share for each child of each Grantor who did not survive both Grantors but has one or more descendants who survived both Grantors. Each such share shall be held, managed and disposed of by Trustee as follows:

(1) *Separate Trust Estates for Living Children.* Each share created for a living child of either Grantor shall constitute a separate trust estate. Upon creation of each such separate trust estate, Trustee shall pay over and distribute the same, free and clear of any trust, to the child for whom such separate trust estate was created. Upon the death of any such child after creation of the child's separate trust estate but before final distribution thereof to the child, Trustee shall pay over and distribute all of the undistributed net income and principal of the deceased child's separate trust estate, as then constituted, to the then living descendants of such child, *per stirpes*, or if none, to the Grantors' then living descendants, *per stirpes*.

(2) *Share for Deceased Child With Living Descendants.* Each share created for a deceased child of either Grantor who has one or more descendants who survived both Grantors shall be paid over and distributed to the then living descendants of such deceased child, *per stirpes*.

5.6 Distribution if No Living Beneficiary. If, at the time provided for final distribution of the entire trust estate, or at the time provided for final distribution any separate trust estate created hereunder, none of the persons entitled to distribution thereof is living, and no alternative distribution instructions to provide for such eventuality have been expressly set forth elsewhere herein, the originally directed gift shall lapse. In lieu of the originally directed gift, Trustee shall pay over and distribute the undistributed net income and principal of such trust estate as follows: one-half to the legal heirs of each Grantor, in the shares and proportions in which each such Grantor's personal representative would have been required to distribute the same had such Grantor died intestate, a resident of the State in which this instrument was executed, and possessed thereof at such time.

ARTICLE 6 - GENERAL PROVISIONS RELATING TO DISTRIBUTIONS

The provisions herein contained for the distribution of the income and principal of the trust estate, and of each and every share or part thereof, shall be supplemented by and, when necessary, shall be subject to the following:

6.1 Distribution of Net Income During Final Administration. Except as may be expressly provided to the contrary elsewhere herein, all net income of the trust estate after the date of death of the last Grantor to die shall be distributed to the beneficiaries entitled to distribution of the undistributed principal of the trust estate, at least annually, until the principal of the trust estate has been fully distributed. Trustee shall allocate such distributions of net income among such beneficiaries pro rata in proportion to the value of the principal distributions to which each such beneficiary is entitled, or would have been entitled had the principal been distributed during the accounting period in which the income accrued, as determined by Trustee based upon such information as shall be available to the Trustee at the time. In the event an asset of the trust estate is herein directed to be distributed to a beneficiary in kind, the net income from that asset after the death of the Grantor by reason of whose death the asset became distributable to the beneficiary (after allocating a reasonable portion of the administrative costs of this Trust thereto) shall be allocated to the beneficiary entitled to receive distribution of such asset in kind. Trustee's

determination of the amount of net income distributable to each beneficiary with respect to any accounting period, so long as made in good faith, shall be final and shall be binding upon all beneficiaries hereunder.

6.2 *Payment of Costs Arising By Reason of Death of a Grantor.* After the death of a Grantor, the Trustee is authorized, but not required, to pay from the trust estate the last illness and funeral expenses of the deceased Grantor, legally enforceable debts and obligations of the deceased Grantor except as hereafter directed, attorney's fees and other costs incurred in administering the probate estate (if any) of the deceased Grantor, any estate or inheritance taxes (including interest and penalties thereon), and any other costs arising by reason of the death of the deceased Grantor. Whether any such payment shall be made by Trustee shall be wholly discretionary with Trustee, except as follows: Trustee shall pay any estate or inheritance taxes that are payable by reason of the deceased Grantor's death, to the extent such taxes are not paid by the probate estate of the deceased Grantor or from some other source. All payments made pursuant to the authority contained in this Paragraph shall be charged against and paid from assets of the trust estate that are includable in the gross estate of the deceased estate assets available for payment of any of such expenses, that are not required to be distributed in kind to specific beneficiaries under the terms of the deceased Grantor's Will or the provisions of this Trust Declaration, it is Grantors' intention that such other assets (hereafter referred to as "available non-trust estate assets") shall be first applied toward payment of the expenses. Grantors therefore direct that any payments from the trust estate authorized by this Paragraph may be made only to the extent that Trustee determines that the available nontrust estate assets are insufficient for payment of such expenses. Payments made by Trustee pursuant to the authority herein granted may be made to the Personal Representative (or Executor) of the deceased Grantor's estate if Trustee determines that it is appropriate to do so. Trustee's discretion granted hereby is expressly limited as follows: (i) In the event the payment of any particular item of cost or expense by Trustee was prohibited during a Grantor's lifetime, nothing contained in this Paragraph shall be construed to permit Trustee to make payment of such item of cost or expense after such Grantor's death; and (ii) In the event this Trust Declaration directs specific distribution or allocation of real estate or any other asset "in kind", such property or asset shall be distributed or allocated subject to encumbrances in existence at the time of death of the Grantor by reason of whose death the distribution or allocation is directed to be made. The beneficiary to whom a distribution "in kind" is to be made, or the beneficiary of a share or separate trust estate to which an allocation "in kind" is to be made, shall not be entitled to have said encumbrances paid from the trust estate except to the extent (if any) such payment is expressly directed elsewhere herein. If a tract of land is to be divided in kind among two or more beneficiaries, Trustee shall allocate the encumbrances (if any) relating to such tract of land among the respective beneficiaries in a manner which, in the judgment and discretion of the Trustee, is fair and equitable based upon the values of the parcels being distributed to each of them, and Trustee's conveyance of each parcel shall be made subject to the condition that the distributee assume and agree to pay the portion of the encumbrances so allocated to the parcel being conveyed. The term "encumbrances" as used in the preceding sentences includes but is not necessarily limited to real estate mortgages, security interests upon personal property, and real property taxes and assessments.

6.3 *Principal Distributions from Family Trust Upon Request of Surviving Grantor.* During the lifetime of the surviving Grantor, Trustee shall pay over to said surviving Grantor, in addition to any income payable hereunder, such amounts from the principal of the Family Trust as said surviving Grantor may from time to time request in writing, subject to the following limitations:

6.3.1 No one such payment shall exceed five per cent (5%) of the market value of the trust estate of the Family Trust at the time such payment is made, or Five Thousand Dollars (\$5,000.00), whichever is the greater amount, and in the event of more than one such payment during a calendar year, the aggregate of all such payments in that year shall not exceed (5%) of the market value of the trust estate of the Family Trust at the time the last payment is made, or Five Thousand Dollars (\$5,000.00), whichever is the greater amount. The right to request payments from the Family Trust granted by this Paragraph shall not be cumulative, and if not exercised in any calendar year the right shall lapse for such year. The right to request payments from the Family Trust granted by this Paragraph may not be exercised at any time that the net value, for Federal Estate Tax purposes, of all property that would be includable in the gross estate of the surviving Grantor in the event of his or her death (whether held as a part of any trust estate hereunder or held by the surviving Grantor outside this Trust), plus the value of the maximum payment the surviving Grantor could request from the Family Trust by the full exercise of the rights herein granted (whether or not such rights are actually fully exercised), would exceed the maximum

amount of property that could at such time pass free from Federal Estate Taxes in the estate of the surviving Grantor.

6.4 *Principal Distributions if Beneficiary Under 21.* Whenever any part of the principal of any trust created hereunder shall become distributable to a person who is then less than 21 years of age, as his or her absolute property, and no specific instructions to the contrary are contained in Article 5 of this Trust Declaration, Trustee may in Trustee's discretion either:

6.4.1 If the beneficiary is a minor, distribute such property under the Uniform Transfers to Minors Act or similar law of the jurisdiction in which the beneficiary resides, and upon making such distribution Trustee shall be discharged from further responsibility for the administration of the property so distributed to the Custodian; or

6.4.2 Withhold distribution of such property and administer the same as a separate trust estate hereunder, to be designated by the name of the beneficiary for whom the separate trust estate was created followed by the word "Trust". Trustee shall invest and reinvest any such separate trust estate, collect the income therefrom, and until the beneficiary thereof attains 21 years of age, Trustee shall apply so much of the net income or principal to the maintenance, education, support, and health of such person as Trustee deems necessary or advisable, without the intervention of any guardian or curator, and shall accumulate, invest and reinvest the balance of such income, if any, until the beneficiary attains the age of 21 years, at which time Trustee shall pay over to him or her the unexpended principal and income so withheld. With respect to the administration of any such separate trust estate, Trustee shall have all of the powers, authority and discretion vested in Trustee under the provisions of this Declaration. Unless expressly provided to the contrary elsewhere in this Trust Declaration, the authority conferred upon Trustee by this paragraph shall not operate to suspend or prevent the absolute vesting of any property in the beneficiary of the separate trust estate, and if the beneficiary dies before attaining the age of 21 years, all of the undistributed principal and income of the deceased beneficiary's separate trust estate, as then constituted, shall be paid over to the estate of the deceased beneficiary.

6.5 *Disability of Beneficiary.* If at any time Trustee shall, in Trustee's sole judgment, determine that any beneficiary entitled to a payment hereunder is for any reason unable to apply such payment to his or her own best advantage, or if any beneficiary entitled to a payment hereunder shall be under a legal disability, Trustee may dispose of such payment in any one or more of the following manners as in Trustee's sole discretion shall be appropriate under the circumstances:

6.5.1 Trustee may make part or all of such payment directly to such beneficiary notwithstanding the disability or other circumstances;

6.5.2 Trustee may make part or all of such payment to the guardian of his or her property, or to a person who is providing care for the beneficiary if the beneficiary resides with such person at the time of such payment (and the receipt of such guardian or person shall be a full and complete discharge to Trustee with respect to any such payment);

6.5.3 Trustee may apply part or all of such payment for the benefit of the beneficiary and for the benefit of anyone dependent upon such beneficiary, in such manner as Trustee shall deem best, and all amounts so applied shall be deemed to have been paid to the beneficiary;

6.5.4 Trustee may withhold part or all of such payment to the extent that Trustee shall, in Trustee's sole judgment, determine that the amount available for payment to the beneficiary exceeds the amount needed to provide for the suitable maintenance, education, support and health of such beneficiary, after taking into consideration the needs of anyone dependent upon the beneficiary and all other financial resources available to the beneficiary of which Trustee shall have knowledge (and any income so withheld shall be added to the principal of the trust estate from which it was derived).

The decision of the Trustee in any such case shall be final and binding upon all beneficiaries hereunder. Distributions upon final termination of any trust hereunder shall not be deemed to constitute "payments" within the meaning of this Paragraph.

6.6 *Restrictions and Limitations Upon Distributions in Payment of Costs of Artificial Life Sustaining Procedures.* Anything elsewhere herein to the contrary notwithstanding, Grantors direct that Trustee shall not expend any of the net income or principal of the trust estate of this Trust to pay the costs of operation or utilization of artificial life sustaining procedures with respect to a Grantor under any circumstances in which such Grantor shall have directed in writing, in a "Living Will" or similar health care directive, that it is his or her desire that

those artificial life sustaining procedures be withheld or withdrawn.

6.7 Distribution at Termination if Trustee Then Holds Another Trust for Same Beneficiary. If at any time any part of the principal or undistributed net income of any separate trust estate created hereunder shall be distributable to a person for whose sole benefit Trustee is then holding another separate trust estate hereunder, Trustee shall add the distribution to such other separate trust estate, to be held, administered, and distributed according to the terms of such other separate trust estate.

6.8 Disposition of Accrued Income at Death of Beneficiary. Upon the death of any beneficiary, any accrued, accumulated or unpaid net income, which would have been payable to such beneficiary had such beneficiary lived, shall be paid as income to the beneficiary next succeeding in interest, unless otherwise provided herein or unless such net income shall have been validly appointed pursuant to a power of appointment herein conferred.

6.9 Early Termination if Continued Trust Administration Financially Uneconomical. If at any time the value of the principal of any trust estate being administered hereunder shall be of such a small amount that Trustee shall determine, in Trustee's sole and absolute discretion, that continued administration of such trust estate is financially uneconomical, Trustee shall have the power to terminate the administration of that trust estate if Trustee in Trustee's sole and absolute discretion deems it advisable to do so. In event of termination under the provisions of this Paragraph, the Trustee shall pay over and distribute all of the undistributed net income and principal of the terminated trust estate to or for the benefit of the person or persons then entitled to receive the income therefrom, or if any such person is then a minor, Trustee may make the distribution to a custodian (selected by Trustee) under the Uniform Gifts to Minors Act or similar law of the jurisdiction in which such minor then resides. Trustee's decision to terminate, or not to terminate, the administration of any trust estate under the provisions of this Paragraph shall be final and binding upon all persons interested in the trust estate.

6.10 Occupancy of Trust Property For Residence Purposes. If at any time the trust estate shall include any improved real property and/or mobile home actually used or suitable for occupancy as a permanent or seasonal residence, or any interest therein, the Grantors, or either of them if the other is not living, competent, and able to act in his or her own behalf, shall have the right to select one permanent residential property, and one seasonal residential property, and to use and occupy the property or properties so selected for residence purposes, as long as Grantors, or either of them, or the surviving Grantor, shall be competent and shall desire to do so, without any payment of rental or accounting therefor to the Trustee. Upon request of each Grantor who is living and not incapacitated or incompetent, Trustee shall sell any such property and shall reinvest the proceeds of sale (or such portion thereof as shall be required) in the purchase of other residential property (which may include a home, condominium, cooperative, or life tenancy in a retirement facility, or any interest in any such property) to be selected by each Grantor who is living and not incapacitated or incompetent, and used for residence purposes in like manner as the original property. Unless such charges are paid by the Grantors, or either of them, outside this Trust, the Trustee shall pay the property taxes, assessments, liens, insurance, repairs and other charges or amounts necessary for the general upkeep and reasonable improvement of such property out of the principal or income of the trust estate containing such property, as the Trustee in Trustee's discretion shall determine. The rights of use and occupancy granted hereby, and any life estate reserved to Grantors in any deed conveying property to the Trustee of this Trust, shall terminate if at any time neither of the Grantors shall be physically occupying such property and it shall appear to Trustee, based upon such information as shall be available to Trustee, that by reason of illness or infirmity or otherwise, neither of the Grantors will in the future be able to resume such occupancy. In such event Trustee shall prepare, and place of record in the proper office for recording of conveyances of such property, a written declaration of termination of Grantors' reserved life estate and rights of use and occupancy of such property for residence purposes, and such written declaration of termination shall be conclusive and binding upon Grantors, and all beneficiaries hereunder, and may be absolutely relied upon by bona fide purchasers and encumbrancers of the property as proof of such termination.

6.11 Possession and Use of Tangible Personal Property. So long as either of the Grantors shall be living and competent, Trustee shall permit the Grantors, or the surviving Grantor, to be in the full, free, and undisturbed possession of all tangible personal property of every description which may at any time be included in the trust estate, without any payment of rental or accounting therefor to the Trustee. Trustee shall have no obligation or liability to inventory, account for, or insure any such personal property, and Trustee shall have no liability for any

loss or damage to, or resulting from the use of, such personal property. After the death of either Grantor, the provisions of this Paragraph shall not be applicable to any items of personal property that Trustee is elsewhere herein expressly required to distribute immediately upon the death of such Grantor.

ARTICLE 7 - PROVISIONS RE: TRUSTEE AND SUCCESSOR TRUSTEE

7.1 Further Definition of the Term "Trustee". If at any time there shall be a Survivor's Trust and a Family Trust created pursuant to this Trust Declaration, and if the office of Trustee of the Survivor's Trust shall be held by a person different from the person or persons holding the office of Trustee of the Family Trust, the term "Trustee" as used herein shall be construed to refer to and mean the Trustee of the Survivor's Trust with respect to the administration of the Survivor's Trust, and to refer to and mean the Trustee of the Family Trust with respect to the administration of the Family Trust.

7.2 Powers of Trustee. In addition to, and not in limitation of, any powers conferred upon trustees by any applicable statute or general rules of law, Trustee shall have all of the powers, and is expressly authorized in Trustee's sole and absolute discretion to do and perform all of the acts and things, which are more fully detailed and set forth upon the attachment to this Trust Declaration captioned "POWERS OF TRUSTEE", the provisions of which are by this reference incorporated herein and made a part hereof; SUBJECT, HOWEVER, to certain restrictions upon the exercise of such powers by a Successor Trustee while at least one Grantor is living, as more particularly set forth in the following Paragraph. Whenever the office of Trustee is held by Co-Trustees, the Co-Trustees may exercise such power and authority in the manner described in the said "POWERS OF TRUSTEE".

Pursuant to the provisions of said "POWERS OF TRUSTEE", the original Co-Trustees hereby jointly delegate to each Co-Trustee who is also one of the Grantors of this trust, the power and authority to take the following actions without the necessity for the co-signature of any other Co-Trustee:

7.2.1 To make deposits and withdrawals with respect to all funds of the trust estate held in any form of account by any bank, savings and loan, credit union, or other financial institution; to have access to any safe deposit box held by the trust estate at any such financial institution; and

7.2.2 To provide instructions to any securities broker or issuer concerning the purchase, sale, or transfer of securities, or the withdrawal or transfer of cash accounts, or to conduct any other transaction involving any brokerage account maintained by this trust or its Co-Trustees with a securities broker.

The delegation of power and authority herein contained may be terminated with respect to any financial institution or securities broker by written notice signed by any Co-Trustee and delivered in person or by certified mail to such financial institution or securities broker, but until and unless such notice of termination is so given all actions taken, and all documents signed, by a Co-Trustee pursuant to the foregoing delegation of power and authority shall be binding upon this trust, the trust estate of the trust, all Co-Trustees of the trust, and all present and future beneficiaries of the trust, with the same force and effect as if all Co-Trustees had joined in taking such action or signing such documents.

7.3 Limitation Upon Exercise of Trustee's Powers by a Successor Trustee. During any periods of time in which at least one of the Grantors shall be living and competent, the following limitation shall be imposed upon the exercise, by a Successor Trustee, of the powers herein granted to the Trustee: Trustee shall not purchase, hold, or sell any stock, bond, or other security, or any general or limited partnership interest, or any real estate or interest in real estate, unless such holding, or transaction of purchase or sale, and the terms thereof, be approved by each Grantor who shall be then living and mentally competent and physically able to understand and evaluate the proposed investment decision, and to appropriately signify approval or disapproval thereof; provided, however, nothing herein shall be construed to permit Grantors, or either of them, to direct Trustee to sell, exchange, or otherwise dispose of any asset for less than its full value as independently determined by Trustee. Further, nothing contained herein shall be construed to limit Trustee's discretion with respect to the voting of any stock, bond, or other security comprising a part of the trust estate of the Family Trust, or to require that the Trustee obtain the consent or approval of a surviving Grantor with respect to the voting of any securities comprising a part of the trust estate of the Family Trust.

7.4 Original Co-Trustee Succeeding to Office of Sole Trustee. If either of the originally named Co-Trustees shall during the joint lifetimes of Grantors resign the office of Co-Trustee or shall for any other reason

cease to, or become unable to, act as Co-Trustee hereunder, then and in such event the other Co-Trustee shall succeed to the office of sole Trustee hereunder. Such originally named Co-Trustee, having succeeded to the office of sole Trustee, shall continue to serve as Trustee of all trusts hereunder, except for any separate trust estate after the Successor Trustee is required to assume the office of Trustee of such trust estate as provided elsewhere herein.

7.5 Temporary Joint Administration by Surviving Original Co-Trustee and Successor Trustee. After the death of either of the originally-designated Co-Trustees, the surviving original Co-Trustee and the Successor Trustee shall, as Co-Trustees, jointly administer the trust estate until such time as the Family Trust has been established and funded as required hereby; thereafter, the surviving original Co-Trustee shall serve as sole Trustee of the Survivor's Trust, if he or she is able and willing to do so, and the Successor Trustee shall serve as Trustee of the Family Trust. While the surviving Grantor serves as a Co-Trustee hereunder, he or she shall not participate in any decisions of the Trustee relating to discretionary distributions of principal to the surviving Grantor from the principal of the Family Trust.

7.6 Successor Co-Trustees. **Gay Dyer and Laura Quinn** are hereby designated as Successor Co-Trustees under this Trust Declaration. Successor Co-Trustees shall automatically succeed to the office of Trustee if at any time the Trustee (or, in the case of Co-Trustees, all of the Co-Trustees) shall resign or shall for any other reason cease to, or become unable to, act as Trustee hereunder; provided, however, upon assuming the office of Trustee by reason of the incompetency or incapacity of Trustee, the Successor Co-Trustees shall continue to serve as Trustee only until such time as the original Trustee (then being competent and able to act in Trustee's own behalf) shall request in writing, delivered to Successor Co-Trustees, that Successor Co-Trustees cease to do so. If, upon the death of either Grantor, there shall be created a Family Trust hereunder, Successor Co-Trustees must succeed to the office of Trustee of the Family Trust. A surviving Grantor may not under any circumstances serve as Trustee of the Family Trust. In all events Successor Co-Trustees shall automatically succeed to the office of Trustee of all trusts created hereunder upon the deaths of both Grantors. The succession to the office of Trustee by Successor Co-Trustees under the foregoing circumstances shall be automatic, without the necessity for a vesting order from any Court. Upon succession to the office of Trustee, Successor Co-Trustees shall automatically have all the title, interest, rights, and powers, including discretionary rights and powers, of the former Trustee, all without any assignment or other act by any person. If **Gay Dyer** shall be unable or unwilling to serve as Trustee when required to do so, or having assumed such office shall thereafter cease to, or for any reason become unable to, act as Trustee, then **Joy Godsey** shall serve as Trustee in her place. If **Laura Quinn** shall be unable or unwilling to serve as Trustee when required to do so, or having assumed such office shall thereafter cease to, or for any reason become unable to, act as Trustee, then **Julie Mosley** shall serve as Trustee in her place.

7.7 Compensation to Trustee. Any individual serving as Trustee hereunder shall not be entitled to compensation, but shall be entitled to reimbursement of expenses incurred in the performance of such party's duties under the trusts hereby created. The reasonable compensation of a bank or trust company for its services as Trustee shall be in accordance with its published schedule of fees in effect from time to time, and shall not exceed the customary charges of corporate trustees in the same locality for similar services.

7.8 Resignation or Removal of Trustee. Any Trustee or Co-Trustee acting hereunder may resign at any time by delivering not less than thirty (30) days' written notice to a Grantor who is competent, living, and able to act in such Grantor's own behalf, or otherwise to those persons who at such time have the right to appoint a successor Trustee in event of a total vacancy in the office of Trustee. After the death of either Grantor, the surviving Grantor may, for proper cause, remove any Trustee at any time acting hereunder. The term "proper cause" is hereby defined to include any breach of duty by the Trustee together with any other cause or reason deemed sufficient by the surviving Grantor, provided the existence of a right to remove the Trustee for such cause or reason would not cause the trust estate of the Family Trust to be included in the taxable estate of the surviving Grantor for Federal Estate Tax purposes. It is the express intention of the Grantors that nothing herein contained shall grant to a surviving Grantor any right or power with respect to the Family Trust which would cause the trust estate thereof to be included in the taxable estate of the surviving Grantor for Federal Estate Tax purposes, and this Trust Declaration shall be so construed and implemented. If at any time the office of Trustee shall be held by a bank or trust company ("corporate Trustee"), those persons then having the right to appoint a successor Trustee in event of a vacancy in the office of Trustee may, with or without cause, remove any such corporate Trustee and substitute a different corporate Trustee, by instrument in writing delivered to Trustee not less than thirty (30) days

prior to the effective date of such removal and substitution. The beneficiaries, to whom such notice of resignation may be given, or who shall exercise such power of removal, may, without liability to any present or future beneficiary, approve the accounts of, and give a full and complete release and discharge to, any such resigned or removed Trustee.

7.9 Total Vacancy in Office of Trustee. If at any time there shall exist a total vacancy in the office of Trustee as to which the identity of the successor Trustee has not been expressly provided for in this Trust Declaration, whether such vacancy shall result from the resignation or removal of the Trustee, or otherwise, such vacancy shall be filled by appointment as follows: the appointment shall be made by Grantors, or by the surviving Grantor, if either Grantor is living, competent, and able to act in such Grantor's own behalf; or if both Grantors are deceased such appointment shall be made by a majority in interest of the adult and otherwise legally competent beneficiaries to whom income may then be payable and legal guardians of the estates of any minor or incompetent beneficiaries to whom income may then be payable; or if neither living Grantor shall be competent and able to act in such Grantor's own behalf such appointment shall be made by those persons who would at such time be entitled to make such appointment in event of the deaths of both Grantors. Unless appointed during a period of time in which at least one Grantor is living, competent, and able to act in his or her own behalf, the party appointed to succeed to the office of Trustee must be a bank or trust company having not less than two (2) full time trust officers, unless those persons then entitled to distribution of the net income and principal of the trust estate shall unanimously agree otherwise, or unless after reasonable inquiry no bank or trust company willing to accept the office of Trustee can be found.

7.10 Limitation of Liability of Trustee. Each party who accepts the office of Trustee hereunder shall be deemed to have relied upon the provisions contained in this paragraph as a material part of the consideration for such party's agreement to accept the office of Trustee and to serve in such capacity. Grantors declare:

7.10.1 Actions of a Grantor Serving as Trustee. No beneficiary, present or future, shall have any claim whatsoever against Trustee or any successor in said office, or against the trust estate, by reason of any loss or diminution of the trust estate resulting from any action taken, or any omission to act, on the part of the Trustee during periods of time in which a Grantor served as Trustee or Co-Trustee hereunder. So long as either Grantor shall serve as Trustee or Co-Trustee hereunder, each and every action of the Trustee, and each and every failure or omission of the Trustee, shall be deemed to have been expressly authorized and directed by Grantors and by the provisions of this Trust Declaration.

7.10.2 Acts of Predecessors. No successor Trustee shall be liable or responsible for any act or default of any predecessor Trustee or for any loss or expense resulting from or occasioned by anything done or neglected to be done in the administration of the trust estate prior to such successor Trustee becoming Trustee hereunder, nor shall such successor Trustee be required to inquire into or take any notice of the prior administration of the trust estate, or any part thereof.

7.10.3 Liability of Individual Trustees. Excepting only cases of fraud, bad faith, or gross negligence, no individual Trustee or Co-Trustee shall be personally liable for mistakes in judgment, or for any acts or omissions in the performance of such person's responsibilities hereunder. No presumption of breach of fiduciary duty shall arise by reason of any contract or transaction entered into between a Trustee or Co-Trustee who is an individual, and himself or herself in an individual capacity. If an individual Trustee also serves as legal guardian of the person of a beneficiary of this trust who is a minor, no presumption of irregularity or breach of fiduciary duty shall arise by reason of Trustee having made distributions to himself or herself as reimbursements for reasonable expenses actually incurred as such legal guardian in providing for the maintenance, education, support, and health of the beneficiary.

7.10.4 Liability for Hazardous Materials. In the event the trust estate of this Trust includes any real estate, or interest therein, at the time a successor Trustee assumes the office of Trustee, the successor Trustee shall have no duty to the beneficiaries of this Trust to conduct an inspection of such property for hazardous materials or substances, or to require that such an inspection be made. Should it later be discovered that there are hazardous materials or substances in or upon such real estate that require remedial action pursuant to any federal, state, or local environmental law, the successor Trustee shall have no liability to the Trust, or to its beneficiaries, by reason of any expense, loss, or diminution of value as a consequence of the successor Trustee having retained such real estate as a part of the trust estate unless the successor Trustee contributed to the loss or diminution in value

through successor Trustee's own willful default, willful misconduct, or gross negligence after assuming the office of Trustee.

7.11 No Bonding or Court Supervision. No Trustee or successor Trustee shall be required in any jurisdiction: (1) To provide any bond as Trustee; or (2) To qualify before, be appointed by, or account to any court except in cases of breach of trust; or (3) To obtain the approval or order of any court in connection with the exercise of any power or discretion herein granted to the Trustee.

ARTICLE 8 - ADMINISTRATIVE PROVISIONS

8.1 Accountings. Trustee shall render an account once each twelve months to each beneficiary who is then receiving or entitled to receive income hereunder. Trustee's accountings shall show the receipts, disbursements and distributions of principal and income since the last accounting, and the assets on hand. During all periods of time in which a Grantor serves as Trustee or Co-Trustee hereunder, all accountings shall be conclusively presumed to have been rendered and approved by all income beneficiaries. During all other periods of time, Trustee's accounts shall be rendered directly to each adult and competent income beneficiary, and in the case of an incompetent or incapacitated income beneficiary, or an income beneficiary who is under a disability, Trustee's accounts shall be rendered as follows: (i) In the case of a minor beneficiary, Trustee's accounts shall be rendered to any parent of the beneficiary, or to the legal guardian of the beneficiary; (ii) In the case of an adult beneficiary who is married and whose spouse is not incapacitated or incompetent, Trustee's accounts shall be rendered to the spouse of the beneficiary; or (iii) In the case of an adult beneficiary who is not married, or whose spouse is incapacitated or incompetent, Trustee's accounts shall be rendered to all children of the beneficiary who are then living and whose addresses are known to Trustee. If no written objection shall be made to any account so rendered within ninety (90) days after a copy thereof has been deposited in the mail addressed to any person entitled thereto, as above provided, such person shall be conclusively presumed to have approved all actions reflected on the account so rendered. Accounts approved by the person or persons to whom Trustee's accounts are required to be rendered, as above provided, shall be binding and conclusive upon all other beneficiaries, present and future. In the event Trustee is required under any applicable law to make or render any reports or accountings other than those required under the provisions of this Paragraph, or to render accountings in a different manner or to different parties than directed in this Paragraph, the necessity for making or rendering such other reports or accountings or doing so in a manner different from the manner directed in this Paragraph, is hereby waived to the maximum extent lawfully possible.

8.2 Administration of Separate Trust Estates. If at any time Trustee is administering two or more separate trust estates hereunder and Trustee determines, in Trustee's discretion, that it would be good business practice to manage such separate trust estates in conjunction with one another, Trustee may allocate undivided interests in a common asset to each of such separate trust estates. If separate trust estates are managed in conjunction with one another, the properties and property interests contained in each separate trust estate, together with the income and expenses attributable thereto, shall be separately accounted for by Trustee.

8.3 Filing or Registration of Trust. The Trustee is hereby directed not to file this Trust instrument or any copy thereof in any Court, and not to register this Trust with any Court or governmental agency, unless such filing or registration be requested by a beneficiary or be unconditionally required in order to avoid penalties imposed by law, or unless in the discretion of such Trustee the filing or registration shall be in the best interests of the beneficiaries hereunder.

8.4 Estimates of Value of Trust Estate Assets. Whenever Trustee is required to determine the value of the trust estate, or any portion thereof, for the purpose of dividing the same into shares or for any other purpose, or for the purpose of determining the amount of cash or property to be distributed to a beneficiary who is entitled to receive a certain fractional portion of the trust estate, or for the purpose of determining the amount of a gift of cash or property having a value equal to a certain fractional portion of the value of the trust estate or any portion thereof, Trustee may estimate the value of real estate, tangible personal property, or other trust estate assets based upon such information as shall be available to, and deemed reliable by, the Trustee, unless the Trust Declaration expressly requires that valuations for Federal Estate Tax purposes be utilized by Trustee. If real estate or any other asset is to be distributed subject to any encumbrance, the "value" of such asset shall be its market value less the amount owing upon the indebtedness secured by the encumbrance. Unless Trustee in Trustee's sole discretion deems such to be advisable, or unless this Trust Declaration expressly requires that an appraisal be obtained with

respect to certain property, it shall not be necessary for Trustee to obtain independent appraisals of the value of trust estate assets. Trustee's estimates of value, so long as made in good faith, shall be conclusive and shall be binding upon all beneficiaries hereunder.

8.5 Trustee's Actions Prior to Notification. Until Trustee shall have received written notice of any death or other event upon which the right to any payment may depend, Trustee shall incur no liability for any payment made, or action taken by the Trustee, in good faith.

8.6 Rule Against Perpetuities. If at any time any part of the trust estate shall be situated in a jurisdiction in which the Rule Against Perpetuities is in effect, or shall be subject to the laws of any such jurisdiction, then and in such event the following provisions shall be effective:

8.6.1. Any trust created pursuant hereto which shall still be in existence on the day before 21 years after the death of the last to die of all the beneficiaries herein named or identified, who were living at the time said Trust became irrevocable by reason of the death of a Grantor, or otherwise, shall forthwith terminate. Upon termination of any trust pursuant to these provisions, Trustee shall pay over the trust estate, free and clear of any trust, to the beneficiaries then entitled to or permitted to receive the income therefrom, per stirpes.

8.6.2 Whenever necessary to avoid invalidation of a gift by reason of the Rule Against Perpetuities (but only in such eventuality), any gift herein to a class of beneficiaries shall be construed to include only those members of the class who were living, or in gestation, on the date this Trust became irrevocable by reason of the death of a Grantor or otherwise.

8.6.3 If any power of appointment is herein granted to any person, such power may not be exercised in a manner which violates the Rule Against Perpetuities, and any attempt to do so shall be entirely without force or effect. In such eventuality this Trust Declaration shall be construed and administered as if such power of appointment had not been exercised.

8.7 Rules Governing Establishment of Survivor's Trust. The Survivor's Trust shall be established in accordance with the following provisions:

8.7.1 Trustee Governed by Estate Tax Proceedings. In making the computations necessary to determine the amount of this share and in allocating assets thereto, Trustee shall be governed by the final determinations in the Federal Estate Tax proceedings in the deceased Grantor's estate, as to all property valued in such proceedings, as reported in writing to Trustee by Grantor's personal representative.

8.7.2 Valuation of Assets Distributed to Trust. In implementing such allocation or transfer, Trustee is directed to distribute assets, including cash, having an aggregate fair market value at the date or dates of distribution fairly representative of appreciation or depreciation of all of the property which could have been distributed in satisfaction of such allocation or transfer.

8.7.3 Limitation on Included Assets and Abatement. Other than property not includible in the gross estate of the deceased Grantor for Federal Estate Tax purposes, no assets or proceeds of any asset shall be included in the Survivor's Trust as to which a marital deduction for Federal Estate Tax purposes is not allowable if included. The Survivor's Trust shall abate to the extent that it cannot be satisfied in the manner herein provided. Such share shall not be reduced by any estate or inheritance taxes.

8.7.4 Provisions to Assure Marital Deduction. Anything to the contrary notwithstanding, it is agreed that with respect to the Survivor's Trust:

(a) **Unproductive Property.** During the lifetime of the surviving Grantor, Trustee shall not, without such Grantor's consent, retain beyond a reasonable time any property which may be or become unproductive or invest in unproductive property;

(b) **Agreements With Taxing Authorities.** Trustee, in Trustee's discretion, may join with the spouse of the deceased Grantor in entering into any agreement with the Commissioner of Internal Revenue or other taxing authority in order to qualify the Survivor's Trust or any part thereof for the marital deduction; and

(c) **Limitation on Trustee's Powers.** No power or discretion granted to Trustee by any other provision of this instrument shall be exercised or exercisable by Trustee, except to the extent and in a manner consistent with the tax planning intentions herein expressed, and any question pertaining to the Survivor's Trust shall be resolved accordingly.

8.8 Qualification of Family Trust as S Corporation Shareholder. Notwithstanding anything to the contrary contained elsewhere herein, if at any time any shares of stock of an S Corporation would constitute any

part of the trust estate of the Family Trust, were it not for the provisions of this Paragraph, the following provisions shall automatically be in full force and effect:

8.8.1 Trustee shall separately hold, administer, and account for any such S Corporation stock, as one or more separate trust estates hereunder. Trustee shall make the election with respect to each such separate trust estate required under the provisions of § 1361(d)(2) of the Internal Revenue Code. Except where inconsistent with the provisions of this Paragraph, each such separate trust estate shall be subject to all of the terms, conditions, and provisions of this Trust Declaration which are applicable to the Family Trust.

8.8.2 The sole income beneficiary of each such separate trust shall be the surviving Grantor, during his or her lifetime. All of the net income from each such separate trust estate must be currently distributed (at least annually) to the surviving Grantor during his or her lifetime. The income interest of the surviving Grantor shall terminate on the earlier of termination of the trust or the death of the surviving Grantor.

8.8.3 If Trustee distributes any principal from any such separate trust estate, such principal must be distributed only to the current income beneficiary.

8.8.4 In event of termination of any such separate trust during the lifetime of the current income beneficiary, all of the net income and principal of such separate trust estate must be distributed to that current income beneficiary.

8.9 *Deputy Trustees.* Trustee shall have the power to appoint one or more Deputy Trustees and to delegate thereto such power and authority as the Trustee shall elect, subject to the following terms and conditions:

8.9.1 The appointment shall be made by written instrument, signed by the Trustee. No other formalities are required.

8.9.2 A Deputy Trustee must exercise all delegated power and authority in a fiduciary capacity.

8.9.3 A Deputy Trustee shall have the legal status of an agent of this Trust with respect to acts and conduct of the Deputy Trustee that are within the scope of the power and authority delegated by the Trustee.

8.9.4 Unless appointed by a Trustee who is also a Grantor, a Deputy Trustee must have the same qualifications as a successor Trustee appointed in event of vacancy in the office of Trustee, as provided elsewhere herein.

8.9.5 Trustee may not delegate to a Deputy Trustee the responsibility or authority to determine whether discretionary distributions of principal or income shall be made to beneficiaries, or to determine the timing or amounts of any such discretionary distributions. Trustee's discretion relating to distributions to beneficiaries must be exercised solely by the Trustee.

8.9.6 A Deputy Trustee shall account solely to the Trustee for the income and principal of any assets entrusted to it.

8.9.7 Trustee may appoint a bank trust department or a trust company as a Deputy Trustee, and may delegate to such Deputy Trustee the power and authority to invest and reinvest cash or other liquid assets of the trust estate delivered to it by Trustee. Such a Deputy Trustee is expressly authorized and empowered to invest such cash or other liquid assets in, and to commingle the same with, common trust funds maintained by it for the investment of trust funds held by such corporate Trustee. Any other investments must be approved by Trustee.

8.9.8 If at any time the trust estate includes real estate, or an ownership interest in a proprietorship business or closely-held corporation, that the Trustee is unwilling or legally unable to accept or hold in trust solely by reason of the location of the real estate, or the difficulty or inconvenience to the Trustee of managing a particular parcel of real estate, or business, or investment in a closely-held corporation, Trustee shall not liquidate such asset except with the consent of a majority in interest of the then-current beneficiaries entitled to receive the income of the trust estate. If such consent cannot be obtained, Trustee shall appoint one or more Deputy Trustees to hold and manage such specific asset or assets, and account to the Trustee for the income and principal thereof at reasonable intervals determined by the Trustee. A Deputy Trustee appointed under the provisions of this subparagraph shall, from and after its appointment, and without any assignment or other act by any person, have all the title, interest, rights and powers with respect to the particular asset or assets entrusted to it, that are by the provisions of this Declaration vested in the Trustee. Trustee shall have no liability to any beneficiary hereunder with respect to the consequences of maintaining such asset or assets as a part of the trust estate, or any losses occasioned thereby. Nothing herein contained shall, however, be construed to require that Trustee obtain the consent of beneficiaries before liquidating an asset or investment if the Trustee has determined that holding such

asset or investment involves an unreasonable risk of loss and would be imprudent and not in the best interests of the beneficiaries. By way of illustration and not limitation, if Trustee for legal or policy reasons determines that it cannot hold and manage real property located in another State, the management of such property shall be entrusted to a Deputy Trustee unless a majority in interest of the income beneficiaries consent to sale and liquidation of the property; but if Trustee determines that a particular investment involves a high degree of risk and constitutes an imprudent investment of trust funds, Trustee may liquidate the investment without the consent of beneficiaries unless such liquidation has been expressly prohibited elsewhere in this Trust Declaration.

8.9.9 No Deputy Trustee shall have any liability to any beneficiary of this Trust with respect to any act or omission of the Trustee that appointed such Deputy Trustee.

Trustee may terminate the appointment and authority of a Deputy Trustee at any time and for any reason deemed sufficient by Trustee, but no such termination shall be effective until and unless a written notice thereof has been recorded in the public records of each jurisdiction in which real estate is located whose management was entrusted to the Deputy Trustee, and also in the jurisdiction where the Trustee maintains its principal offices. Nothing herein contained shall be construed to limit or contravene the provisions of the "Powers of Trustee" attachment to this Trust Declaration, relating to Trustee's general power to appoint and remove Deputy Trustees with respect to cash accounts and reserves.

8.10 *Stock of Closely-Held Corporation.* If at the time of death of either Grantor the trust estate shall include any shares of stock of a closely-held corporation, and further if such stock is the subject of any "buy and sell" or similar stock purchase or stock redemption agreement entered into between the corporation or its other shareholders and the Grantors or either of them, or any predecessor Trustee of this Trust, Trustee shall take any actions that are required under the provisions of such agreement in event of the deaths of Grantors, or in event of the death of either Grantor.

8.11 *Simultaneous Deaths.* If any beneficiary, including the surviving spouse of a Grantor, shall die simultaneously with either Grantor or under such circumstances as to render it impossible or difficult to determine who died first or if any beneficiary shall die within thirty (30) days of either Grantor's death, Grantors direct that the deceased Grantor shall be deemed to have survived such beneficiary and the provisions of this Declaration shall be construed, and the dispositions of property herein made shall be governed, accordingly.

8.12 *Tax Matters.* Trustee shall have the power to take any action, and to make any election, for the purpose of minimizing the tax liabilities of any trust and its beneficiaries, so long as taking such action or making election is not expressly prohibited in this Trust Declaration. Without limiting the generality of the foregoing:

8.12.1 *Tax Elections.* Trustee may, when permitted by law to do so: (a) Agree to any apportionment of taxes and allocation of refunds and credits; (b) Elect to deduct expenses of administration for estate or income tax purposes; (c) Elect to exclude the value of a qualified family-owned business from the taxable estate of a Grantor, pursuant to the provisions of Section 2057 of the Internal Revenue Code; and (d) Allocate any exemption from the Federal Generation Skipping Transfer Tax available to either Grantor, to any property as to which such Grantor is the transferor. Whenever any such tax election must be made by the Personal Representative of a Grantor's estate, Trustee shall request that the Personal Representative of such Grantor's estate make the election.

8.12.2 *Severance of Trust Estates.* Trustee shall have the power to sever any trust estate established hereunder into two or more separate trust estates to be separately administered hereunder, whenever Trustee deems such severance to be advantageous for tax purposes, and in such event the income and principal of each such separate trust estate shall be distributed to the same persons, and in the same manner, as provided in this Trust Declaration with respect to the trust estate from which such separate trust estates were severed.

8.12.3 *Allocation of Death Taxes.* There shall be no presumption that only the residuary estate shall bear the burden of payment of federal and state estate, inheritance, succession, legacy, and other taxes of similar nature which are payable because of a Grantor's death (hereafter collectively referred to as "death taxes"). Trustee is hereby granted the authority and discretion to determine the manner in which the burden of any death taxes shall be allocated among the recipients of property included in a Grantor's gross estate as computed for the purposes of such death taxes, whether by reason of transfers subject to probate administration, or transfers from this Trust, or outside transfers, and to determine whether reimbursement should be sought from the recipients of any property for the portion of any death taxes reasonably attributable to the inclusion of that property in the Grantor's gross estate for purposes of such death taxes. Trustee is also granted the discretion to determine that death taxes should be paid

in whole or in part as an expense of administration this Trust, or as an expense of administration of a Grantor's probate estate, without seeking reimbursement from the recipients of property included in such Grantor's gross estate for death tax purposes. Trustee shall request that the Personal Representative of each Grantor's estate take such actions with respect to payment of death taxes in whole or in part as an expense of administration of the probate estate (to the extent of property available in the probate estate for the payment of such taxes), or seeking reimbursement of any death taxes from recipients of property, as shall be consistent with and in furtherance of the determinations made by Trustee under the authority granted herein.

8.12.4 *Distribution of Interests in Qualified Family-Owned Business.* In the event the election is made under Section 2057 of the Internal Revenue Code to exclude the value of a qualified family-owned business from the taxable estate of a Grantor for Federal Estate Tax purposes, it shall be a condition precedent to the right of any beneficiary to receive distribution of an interest in such family-owned business that the receiving beneficiary first enter into a written agreement, in form and content acceptable to the Trustee, under whose provisions the receiving beneficiary agrees to indemnify all other beneficiaries receiving distribution of an interest in such family-owned business against the cost of all additional estate taxes such other beneficiaries may be required to pay pursuant to Section 2057(f)(2) of the Internal Revenue Code, in case the receiving beneficiary sells or otherwise disposes of any portion of such business interest other than to a member of his or her family, or through a qualified conservation contribution, within 10 years following the date of death of the Grantor by reason of whose death the business interest passed to the beneficiary. Should any receiving beneficiary fail or refuse to execute such an agreement when requested to do so by Trustee, the gift of the business interest to such beneficiary shall lapse with the same force and effect as if the receiving beneficiary had predeceased the Grantor by reason of whose death the business interest would have otherwise passed to him or her.

8.12.5 *Actions and Determinations of Trustee Binding Upon All Beneficiaries.* No compensating adjustments between principal and income, nor with respect to any trust, shall be made even though the elections made under the tax laws by the Trustee, or the determinations made by Trustee with respect to allocation of death taxes, may affect the interests of the beneficiaries in any manner whatsoever. The actions and determinations of the Trustee taken pursuant to the authority contained in the preceding two subparagraphs shall be final and binding upon all beneficiaries.

8.13 *Collection of Life Insurance Proceeds.* Upon the death of a Grantor, Trustee shall collect the proceeds of any policy on the life of such Grantor held by or known to and payable to the Trustee, or may exercise any optional method of settlement thereunder. Payment to and the receipt of the Trustee shall be a full discharge of the liability of any insurance company, which need not take notice of this instrument or see to the application of any payment. If other assets of the trust are insufficient to defray expenses, the Trustee need not engage in litigation to enforce payment of any policy without satisfactory indemnification for any resulting expenses.

8.14 *Merger of Trusts.* If the Trustee is managing other trusts for any beneficiaries for whom trusts are being administered under the terms and provisions of this Declaration, then the Trustee is given the power to merge said trusts and manage them as a single trust for the same beneficiaries, if the provisions of such trusts before merger are substantially the same, or if the provisions of such trusts are not substantially the same then the Trustee is given the power to administer such trusts together as nearly as is feasible; provided, however, no trust qualifying for the Federal Estate Tax marital deduction, and no trust with respect to which an election has been made under the Federal Estate Tax law to treat the same as qualified terminable interest property (QTIP) may be merged under the provisions of this paragraph with any other trust.

ARTICLE 9 - ADDITIONS TO TRUST ESTATE

9.1 *Future Contributions.* Grantors or any other person may, at any time and from time to time, transfer, deliver, bequeath or devise to Trustee additional cash or property acceptable to Trustee, which shall thereupon become a part of the trust estate and shall be held, managed and paid over by Trustee, in accordance with and in all respects subject to the provisions of this Declaration. Any property, whether originally or subsequently transferred to Trustee, may be commingled and treated as part of a single trust.

9.2 *Accrued Income and Dividends.* Trustee shall be entitled to all income accrued and unpaid on any securities at the time of their receipt, and subject to the provisions of Paragraph 18 set forth on the attached "Powers of Trustee", the same shall be income. After the deaths of Grantors, no dividend, the record date of which

is prior to the delivery to Trustee of the shares on which such dividend is declared, shall become property of the trust.

ARTICLE 10 - AMENDMENT, REVOCATION, AND WITHDRAWAL OF PROPERTY

10.1 *Withdrawal of Property.* Grantors, or the surviving Grantor, may withdraw any of the property from the trust estate at any time, except as follows: neither Grantor may, during Grantors' joint lifetimes, withdraw property from the trust estate that has the character of separate property of the other Grantor. After the death of either Grantor the surviving Grantor may withdraw property only from the trust estate of the Survivor's Trust. Nothing contained in this paragraph shall, however, be construed as a limitation upon Trustee's authority to make distributions for the benefit of either Grantor to the extent such distributions are expressly authorized elsewhere in this Trust Declaration.

10.2 *Grantors' Reserved Powers to Alter, Amend, and Revoke the Trust Declaration.* Grantors expressly reserve the following powers:

10.2.1 During the joint lifetimes of Grantors, Grantors expressly reserve the right and power to jointly alter, amend, and revoke this Declaration, in whole or in part.

10.2.2 During Grantors' joint lifetimes either of the Grantors, acting alone, shall have the power to revoke this Declaration in its entirety; provided, however, that in the case of revocation by only one Grantor the revocation shall not become effective until and unless a copy of the instrument of revocation is personally delivered to, or mailed by certified mail to, the last known address of the other Grantor.

10.2.3 Upon the death of either Grantor, the surviving Grantor shall continue to have the right to alter, amend, and revoke in whole or in part any of the provisions of this Trust Declaration relating to the Survivor's Trust, but all other provisions of this Trust Declaration shall become irrevocable upon the death of either Grantor. If a provision of this Trust Declaration relates to the administration of the Survivor's Trust and also relates to the administration of any other separate trust estate or separate trust estates being administered hereunder, any alteration, amendment, or revocation of such provision by the surviving Grantor shall be effective only to the extent such provision relates to the administration of the Survivor's Trust.

10.3 *Manner of Exercise of Reserved Powers to Alter, Amend, and Revoke the Trust Declaration.* Any revocation, alteration, or amendment shall be by instrument in writing executed by the party or parties taking such action, and the same shall be effective immediately without the consent or approval of any other person, except as follows: in the event any amendment is adopted without Trustee's written consent that imposes any additional liability upon the Trustee, or reduces the compensation of a Trustee other than a Grantor, those provisions of the amendment relating to the Trustee's liability or compensation shall not become effective until thirty (30) days after Trustee is notified of the amendment, but all other provisions of the amendment shall be effective immediately. Trustee's failure to resign the office of Trustee within thirty (30) days after receipt of notice of the amendment shall be deemed to constitute Trustee's consent to, and acceptance of, the amendment. Upon any revocation, Trustee shall deliver to Grantors, or the surviving Grantor, against receipt, any property on hand as to which this Trust Declaration has been revoked, together with such supporting documents as may be necessary to release any interest Trustee may have in or to such property.

10.4 *Grantor's Rights and Powers Exercisable Only by the Grantor.* No guardian, committee, conservator or similar legal representative of a Grantor shall have any power to exercise, on behalf of a Grantor, such Grantor's reserved power to alter, amend, or revoke this Trust Declaration in whole or in part, or to exercise, on behalf of a Grantor, any other rights or powers of such Grantor hereunder including but not limited to the right to request withdrawals of principal.

ARTICLE 11 - OTHER PROVISIONS

11.1 *Protection of Beneficial Interests.* To the maximum extent permitted by law, a beneficiary's interest in the income and principal of this trust is not subject to voluntary or involuntary transfer. Without limiting the generality of the foregoing: no beneficiary shall have any right to anticipate, transfer or encumber any part of any interest in the trust estate; no beneficiary's interest shall be liable for his or her debts or obligations (including alimony) or shall be subject to attachment, levy, or other legal process; and except for the interests of Grantors during their joint lifetimes, each beneficiary's interest in the trust estate shall constitute the separate property of the beneficiary and shall be free from any right, title, interest, or control of his or her spouse.

11.2 *Applicable Law.* This instrument shall be construed and administered, and the validity of the trusts hereby created shall be determined, in accordance with the laws of the state in which it was executed.

11.3 *Severability*. If any provision of this Declaration is legally held to be unenforceable, the remaining provisions shall nevertheless be carried into effect.

11.4 *Costs of Unsuccessful Contest*. In the event any beneficiary commences any legal action to contest the validity of this Trust Declaration, or the validity or enforceability any of its provisions, and does not prevail in such legal action, the reasonable attorney fees and costs of suit incurred by Trustee in successfully defending the contest shall be charged against, and offset from, any amounts distributable to such beneficiary from the trust estate of this Trust.

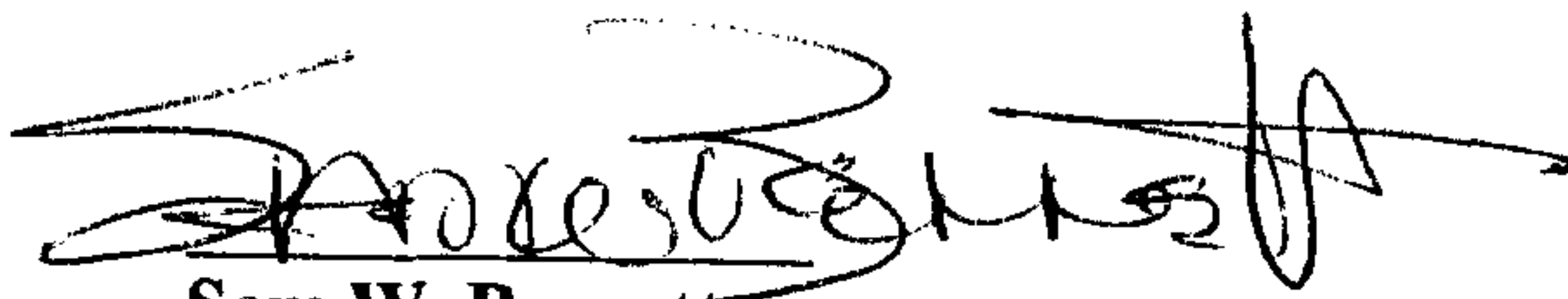
11.5 *Parties Bound by Declaration*. This Declaration shall inure to the benefit of, and shall be binding upon, the heirs, estates, personal representatives, successors and assigns of Grantors and the Trustee.

11.6 *Declaration Concerning Grantors' Financial Condition*. Grantors hereby declare that Grantors' conveyance to this Trust of the assets described upon Schedule "A" hereto did not render Grantors insolvent, and that Grantors believe the future income of Grantors as the income beneficiaries of this trust and from other sources will be sufficient to pay all of Grantors' present and future debts as the same mature, and will be sufficient for all debts and liabilities of any business or other transaction presently engaged in by Grantors, as well as the debts and liabilities of any future business or other transaction presently contemplated by Grantors.

This Trust Declaration shall be effective immediately upon execution of this instrument by Grantors.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto, as of the day and year first above written. All fully executed counterparts hereof shall be deemed an original hereof.

GRANTORS:


Sam W. Bennett


Susan E. Bennett

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Sam W. Bennett and Susan E. Bennett, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily on the day the same bears date.

Christy Lee

ATTESTATION CLAUSE

and in the presence of each other, we now sign our names as witnesses.

Thomas Hylam residing at 2922 Panorama Tr Bham 35216
[Signature] [Street, city, state]

Robin W. Capi, residing at 4841 Winnebago Dr. B'ham 35244
[Signature] [Street, city, state]

**John M. Wood, Attorney
Bagga, Wood & Associates, LLP
205 20th Street North, Suite 600
Birmingham, AL 35203**

COMPREHENSIVE TRANSFER DOCUMENT
Bennett Revocable Trust Dated April 30, 2001

The undersigned hereby declare that solely as trustees of and for the benefit of the revocable living trust executed by the grantors, and under the provisions of said trust agreement, the undersigned are now holding and will hold, solely and exclusively for and in behalf of such trust, the following: any and all personal property of all kinds, whether presently owned or hereafter acquired (regardless of the names by which acquired) including, without limitation:

bank accounts, certificates of deposit, mutual and money market funds of all kinds, securities, agency and custody accounts, notes, jewelry, antiques, and any and all other assets wherever located. All such property is hereby transferred to and the same shall be owned by such trust.

This declaration shall apply even though record ownership or title, in some instances, may, presently or in the future, be registered in my individual name, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed.

The undersigned hereby affirm and declare that from and after the date hereof:

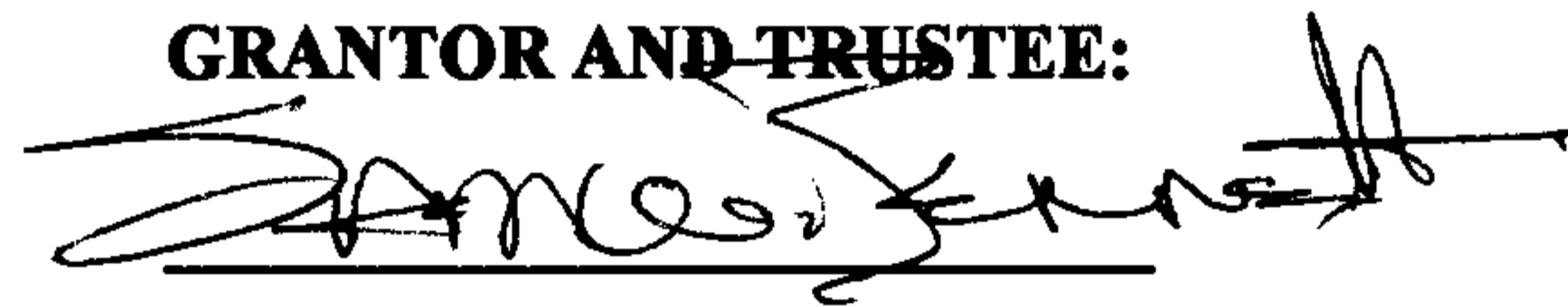
1. All properties described above will be held by the undersigned exclusively for and in behalf of said trust as true owner (subject to any and all instructions from the trustee(s) of said trust), and
2. Except to the extent of beneficial interests provided to the undersigned under the terms and provisions of said trust (as now written and as the same may in the future be amended), the undersigned have and shall have no personal interest in any of the properties described above, and
3. All liabilities which relate in any way to the acquisition of or which are a lien upon any of the properties governed by this declaration shall be borne by the trust which, pursuant to this declaration, owns such properties.

This declaration of exclusive trust ownership and waiver of interest is intended to be and shall be binding upon the undersigned's heirs, legal representatives and assigns and shall be revocable only by written instrument executed by the undersigned.

WITNESS:



GRANTOR AND TRUSTEE:



WITNESS:



GRANTOR AND TRUSTEE:



State of Alabama)

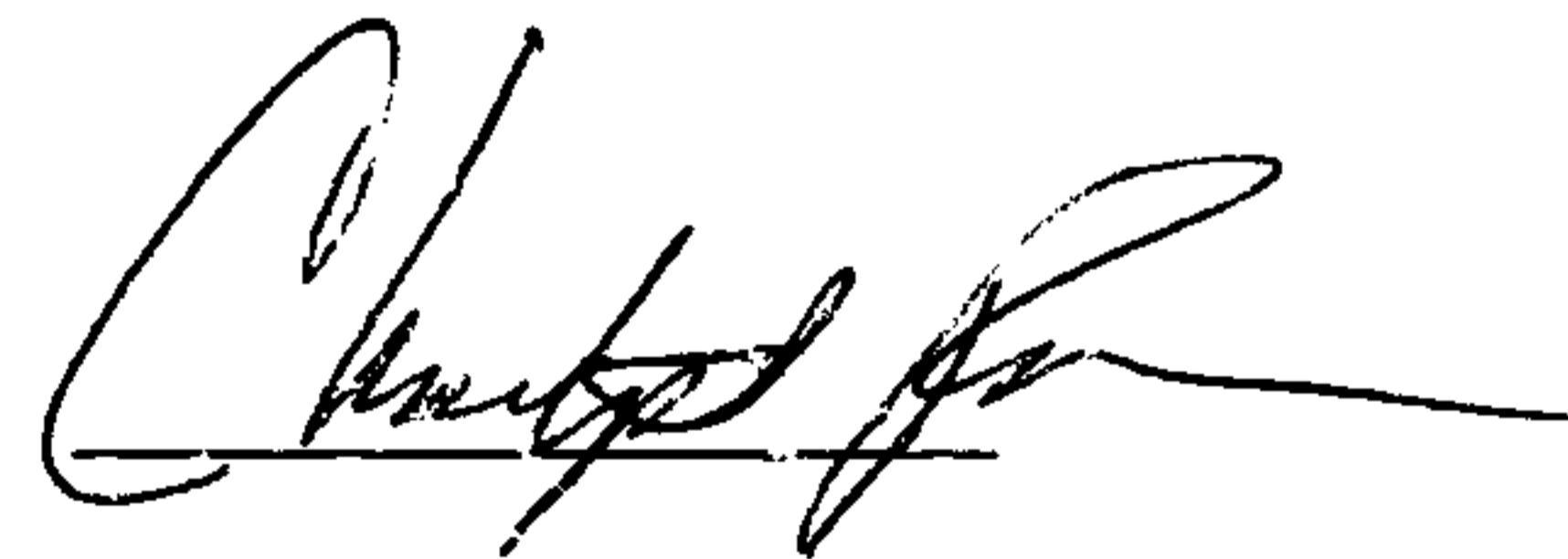
) ss

Jefferson County)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Sam W. Bennett and Susan E. Bennett whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily on the day the same bears date.

Given under my hand this 30 day of April, 2001.

My commission or term of office expires on 10/15/02.



Bennett Revocable Trust

SCHEDULE "A"

The following described property is hereby conveyed and transferred to, and deposited with, Sam W. Bennett and Susan E. Bennett, Co-Trustees of the Bennett Revocable Trust, subject to the terms and conditions of the foregoing Trust Declaration and Agreement:

REAL ESTATE:

All real estate, wherever situated, owned by Grantors, or either of them, or in which Grantors, or either of them, have an interest.

PERSONAL PROPERTY:

1. All cash, gold or silver bullion or coins, checking accounts, savings accounts, certificates of deposit, money fund deposits, or similar cash or cash equivalent accounts now held in the names of Grantors, or either of them.
2. All stocks, bonds, investments, and securities of any nature whatsoever now owned beneficially or of record by Grantors, or either of them.
3. All notes, contracts, mortgages, and deeds of trust receivable (if any) now owned by Grantors, or either of them.
4. All household furnishings, goods, and appliances, and all jewelry and personal effects, or other personal property of any nature and wherever situated (except motor vehicles) now owned by Grantors or either of them.

All of the above-described property consisted of, or while held in trust hereunder shall be deemed to be, Jointly Held/Community Property of the Grantors (as such term is defined in the Trust Agreement to which this Schedule "A" is attached), EXCEPTING the property, if any, specifically identified upon the attached Schedule "SP" as having the character of Separate Property of either Grantor.

***** END OF SCHEDULE "A" *****

Bennett Revocable Trust

SCHEDULE "SP"

The undersigned Grantors acknowledge that the following property conveyed to the Trustee of the Bennett Revocable Trust has the character of separate property of Grantor **Sam W. Bennett** (If there are no Separate Property Items, write "NONE")

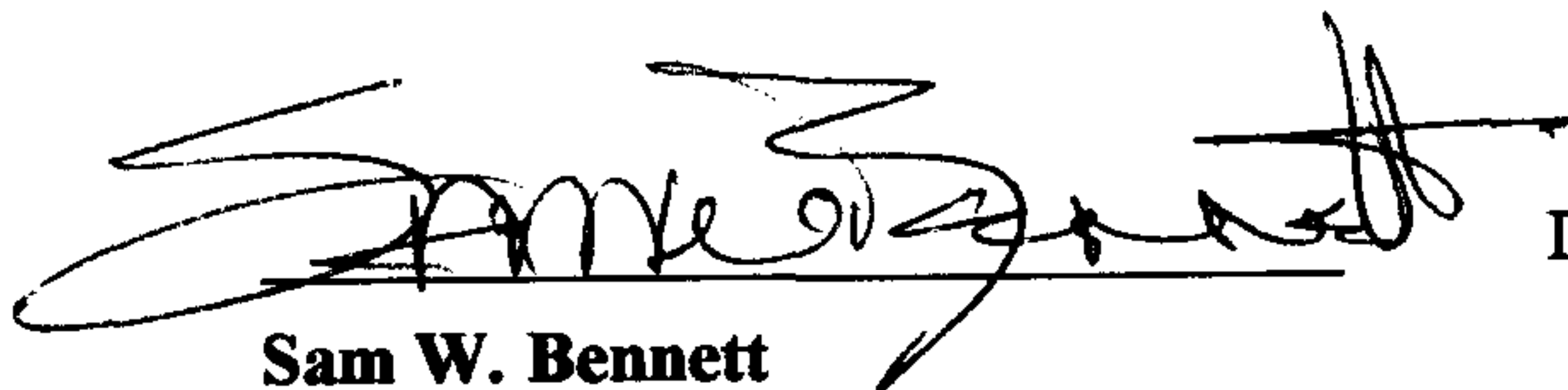
The undersigned Grantors acknowledge that the following property conveyed to the Trustee of the Bennett Revocable Trust has the character of separate property of Grantor **Susan E. Bennett**

(If there are no Separate Property Items, write "NONE")

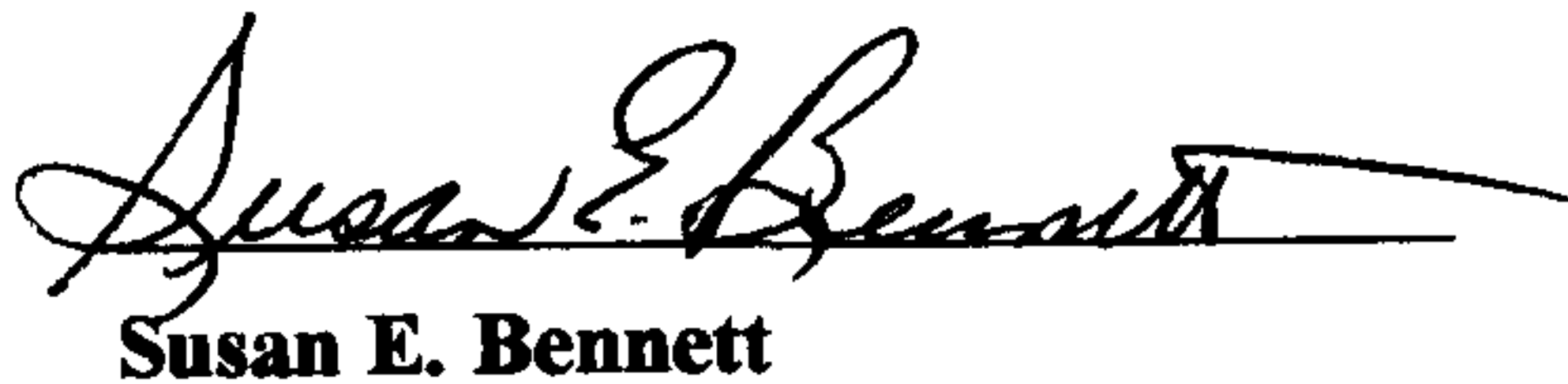
All household furniture and furnishings, silver, silverware, linens, china glassware, art, books, antiques, sporting goods and equipment, household tools and equipment and all other household goods, furnishings and accessories without limitation.

Any and all motor vehicles owned by (or titled to) Sam W. Bennett or Sue E. or both of us.

All the right title and interest in and to Homes & Land, Inc. an Alabama Corporation owned by Sam W. Bennett, including Stock and or Shares of Stock in said Corporation.


Sam W. Bennett

DATE: 4-30-01


Susan E. Bennett

DATE: 4-30-01

State of Alabama)
)
Jefferson County) ss

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Sam W. Bennett and Susan E. Bennett, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily on the day the same bears date.

Given under my hand this 30 day of April, 2001.

My commission or term of office expires on 10/15/02.

