

## Memorandum of Trust

The undersigned Trustors and Trustees certify the following:

1. This Memorandum of Trust refers to the WALLACE, SR. LIVING TRUST dated February 5, 1997, under a revocable trust agreement executed on February 5, 1997, by AL WALLACE and SHARYNE WALLACE as Trustors.

2. The address of the Trustors is 129 Oakmont Road, Birmingham, Alabama 35244.

3. The initial Trustees of the Trust are:

AL WALLACE  
SHARYNE WALLACE

4. The present Trustee are:

AL WALLACE  
SHARYNE WALLACE

5. Unless otherwise provided in the trust agreement, when either one of us is serving as Trustee under the trust, that Trustee may conduct business and act on behalf of the trust without the consent of any other Trustees.

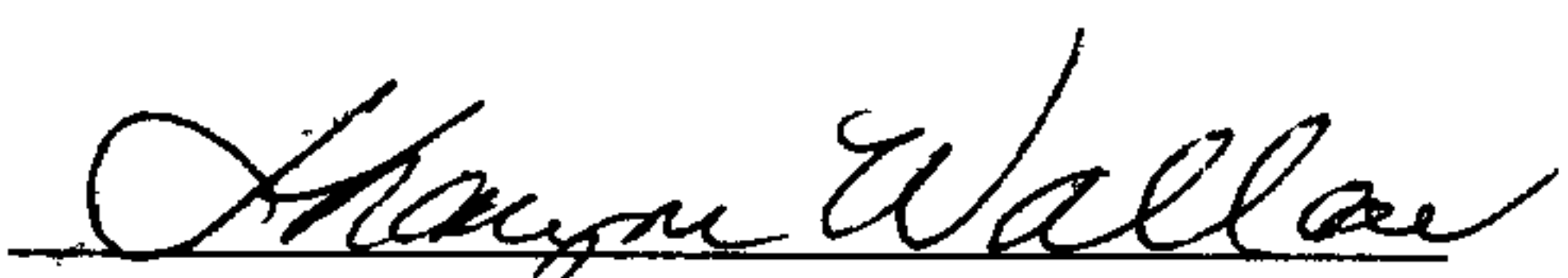
6. The Trustees under the trust agreement are authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in trust name. All powers of the Trustees are fully set forth in Article Fourteen of the trust agreement. A copy of said Article Fourteen is attached hereto.

7. The trust has not been revoked and there have been no amendments limiting the powers of the Trustees over trust property.

8. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certify that the statements in this Memorandum of Trust are true and correct and that it was executed in the County of Shelby, Alabama on August 5, 2000.

Trustors:  
  
AL WALLACE

  
SHARYNE WALLACE

Trustees:  
  
AL WALLACE

  
SHARYNE WALLACE

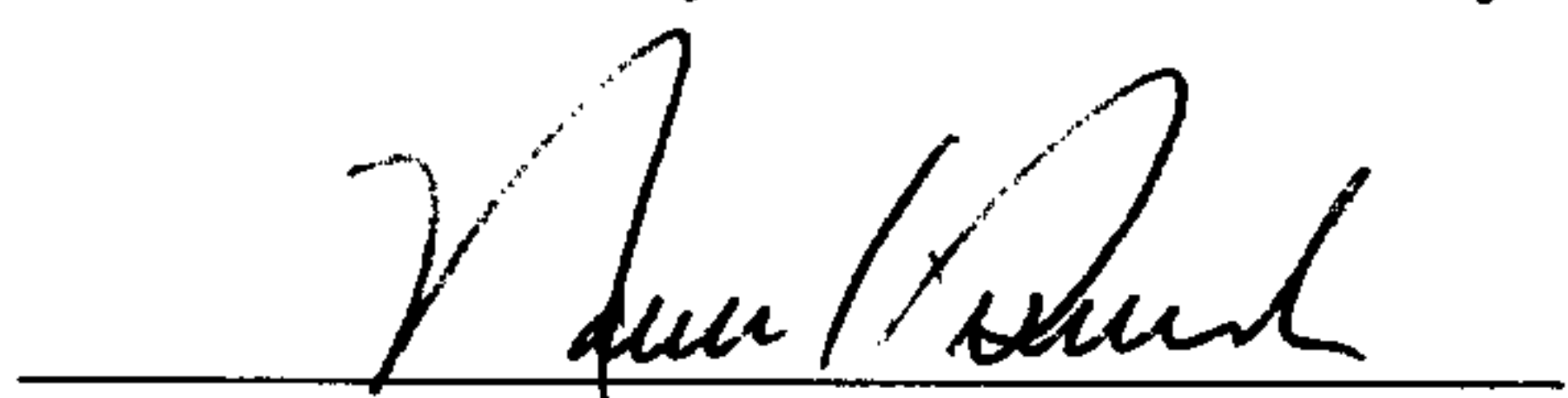
STATE OF ALABAMA

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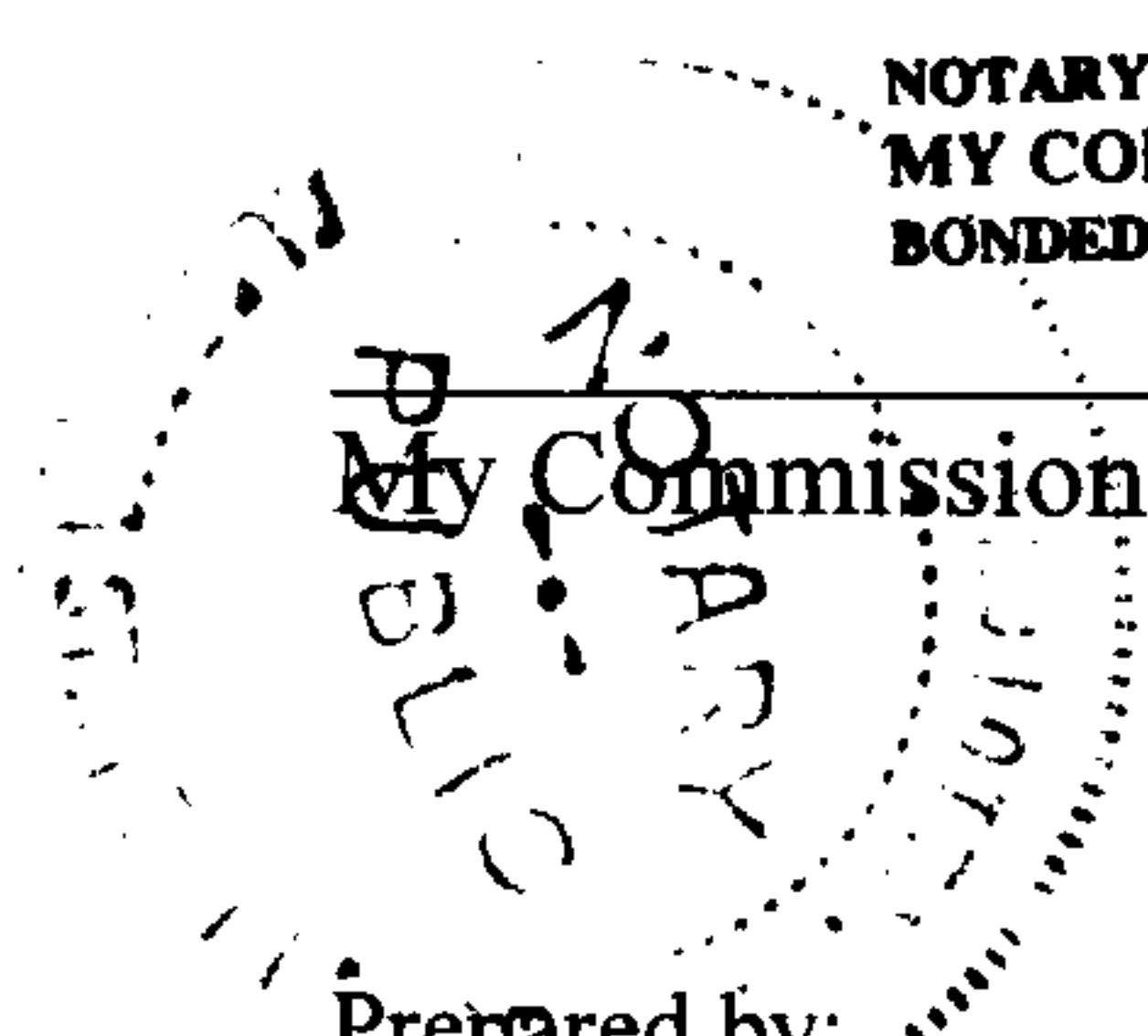
COUNTY OF JEFFERSON

I, Morris J. Princiotta, Jr., hereby certify that AL WALLACE and SHARYNE WALLACE, Trustors and Trustees whose names, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this 31<sup>st</sup> day of October, A.D. 2003.

  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Nov 5, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



My Commission expires:

Prepared by:  
Morris J. Princiotta, Jr.  
2100-C Rocky Ridge Rd.  
Birmingham, AL 35216  
(205) 822-5440 FAX (205) 822-5443

## **Article Fourteen**

### **Trustee Powers**

#### **Section 1. Powers**

In addition to any power hereinafter specifically granted to our Trustee, it is our intention that our Trustee have the power respecting our Trust Estate that an absolute owner of such property would have. In accordance with such intention, any power our Trustee needs to administer our Trust Estate, which is not hereinafter listed, shall be considered as provided for herein.

##### **a. Retention of Property**

Our Trustee shall have the power to retain any property received into our Trust at its inception, or later added to our Trust without regard to whether our Trust investments are diversified, as long as our Trustee considers that retention is in the best interests of our Trust or is in furtherance of our goals in creating our Trust.

Subject to any power of the Surviving Trustor to require underproductive property to be made reasonably productive, our Trustee shall have the power to invest and reinvest in any property that may be considered by applicable state law to be underproductive or unproductive in nature and, specifically to be exempt from any minimum income requirements called for under local law.

##### **b. Additions**

Our Trustee shall have the power to receive additions to the assets of the various trusts created under our Trust Agreement from any source.

##### **c. Business Participation**

Our Trustee shall have the power to form, terminate, continue or participate in the operation of any business enterprise including a corporation, a sole proprietorship, a general or limited partnership or a limited liability company and to effect any form of incorporation, dissolution, liquidation or reorganization, including, but not limited to, recapitalization and reallocation of classes of shares or other changes in the form of the business enterprise or to lend money or make a capital contribution to any such business enterprise.

**d. Make Investments**

Our Trustee shall have the power to invest and reinvest the assets of our Trust as our Trustee may determine to be in the best interests of our Trust without limitation by any law applicable to investments by fiduciaries. The permitted investments and reinvestments may include securities such as common or preferred stock, mortgages, notes, subordinated debentures and warrants of any corporation, any common trust fund administered by a corporate fiduciary, other property real or personal, including savings accounts and deposits, interests in mutual or money market funds or investment trusts, annuities and insurance whether or not such investments are unsecured or of a wasting nature.

**e. Life Insurance**

Our Trustee shall have the power to obtain, by purchase or by gift or by conversion, reissue, consolidation or by any other means, and hold as an asset of our Trust, policies of insurance on either or both of our lives or the life of any other beneficiary of our Trust. Our Trustee is authorized and empowered to exercise, either before or after our death, all of the rights, options, elections or privileges exercisable in connection with such policies. These rights and options should include, but not be limited to, incapacity benefits, the right to borrow money with which to pay premiums (or other charges) on any policy owned by our Trust (including any automatic premium loan feature) or for any other trust purpose, the right to elect among settlement options offered by the insurance company that issued such policy, the right to convert such policy to paid-up insurance, extended term insurance or to any different form of insurance, and the right to arrange for the automatic application of dividends in reduction of premium payments (or other charges) with regard to any policy of insurance held in the Trust Estate. Regarding any such policies:

1. We represent that any policies of life insurance currently transferred into our trust, or that will be transferred to our trust hereinafter or purchased at our direction, have been selected (or will be selected) solely by us based on our study and evaluation of (a) the sufficiency of the policy to meet the goals of our Trust, (b) whether or not available policy elections should be made, and (c) the current and projected financial strength and viability of the company issuing the policy.
2. Our Trustee has made no representations to us concerning these policies and none of our study and evaluation of the policy or policies has been based on any representation by our Trustee. Furthermore, our Trustee is under no obligation to

examine such policies upon receipt or to make subsequent or periodic evaluations of same. The obligations to examine and evaluate shall remain exclusively with us.

3. In the event that we or any beneficiary hereunder shall at any time (1) question the sufficiency of any life insurance policy, (2) determine that available policy elections should be made, or (3) question the continued financial strength or viability of the carrier, it shall be their absolute obligation to inform our Trustee of those facts in writing. Our Trustee shall be indemnified and held harmless for any actions taken pertaining to policies held by our Trust except for the payment of policy premiums from available assets.

#### **f. Dealing With Property**

Our Trustee shall have the power to acquire, grant, hold in a safe deposit box or dispose of property including puts, calls and options (including options on stock owned by the estate), for cash or on credit, including maintaining margin accounts with brokers, at public or private sale, upon such terms and conditions as our Trustee may deem advisable, and to manage, develop, improve, exchange, partition, change the character of, or abandon property, or any interest therein, or otherwise deal with property.

Specifically, our Trustee shall have the power to use and expend our Trust income and principal to conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; to take all appropriate remedial action to contain, clean up or remove any environmental hazard, including a spill, release, discharge or contamination, either on our Trustee's own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; to institute legal proceedings concerning environmental hazards or contest or settle any such legal proceedings brought by any local, state or federal agencies concerned with environmental compliance, or by a private litigant; to comply with any local, state or federal agency order, or court order directing an assessment, abatement or cleanup of any environmental hazards; to employ agents, consultants and legal counsel to assist in or perform the above undertakings or actions; and, in general, to take all appropriate actions to prevent, identify, or respond to any actual or threatened violations of any environmental law or regulation thereunder.

No Trustee under our Trust Agreement shall be liable for any loss or depreciation in value sustained by our Trust as a result of our Trustee retaining any property upon which there is later discovered to be hazardous materials or substances requiring

remedial action pursuant to any federal, state or local environmental law unless our Trustee contributed to the loss or depreciation in value through willful default, willful misconduct, or gross negligence. Moreover, our Trustee shall not be obligated to accept any property on behalf of our Trust without our Trustee first having the opportunity to determine, in our Trustee's discretion, that such property is not contaminated by any hazardous or toxic materials or substances, and that such property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release, or discharge of any hazardous or toxic materials or substances. Finally, our Trustee shall have the power to disclaim any power that, in our Trustee's discretion, will or may cause our Trustee to be considered an "owner" or "operator" of property held in our Trust Estate under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended from time to time. This power to disclaim, as contained herein, shall apply to any such power, whether actually set forth under our Trust Agreement, incorporated by reference herein, or granted or implied by any statute or rule of law.

**g. Borrowing Authority**

Our Trustee shall have the power to borrow funds from any person, including our Trustee; to guarantee indebtedness or indemnify others in the name of our Trust and to secure any such obligation by mortgage, pledge, security interest or other encumbrance; and to renew, extend or modify any such obligation for a term within or extending beyond the administration of the term of our Trust. No lender shall be bound to see to, or be liable for, the application of the proceeds of any obligation and our Trustee shall not be personally liable for any obligation.

**h. Leasing Authority**

Our Trustee shall have the power, with respect to real or personal property, to make, renew or amend for any purpose a lease, as lessor or lessee, for a term within or beyond the term of our Trust with or without option to purchase.

**i. Natural Resources**

Our Trustee shall have the power to enter into any arrangement or agreement, including a lease, pooling or unitization agreement for exploration, development, operation, conservation and removal of minerals or other natural resources.

**j. Voting Rights**

Our Trustee shall have the power to vote a security in person or by general or limited proxy; to participate in or consent to any voting trust, reorganization, dissolution, liquidation or other action affecting any securities; and to deposit securities with, and transfer title to, a protective or other committee.

**k. Title to Assets**

Our Trustee shall have the power to hold securities and other property in negotiable form or in the name of a nominee (including "street name" of a broker) or by deposit to a clearing corporation, with or without disclosure of the Trustee relationship, but our Trustee shall be responsible for the acts of any nominee in the scope of the nominee's authorized actions with respect to such property or clearing corporation in connection with the property.

**l. Insurance**

Our Trustee shall have the power to insure the assets of our Trust against any risk, and our Trustee against liability, with respect to third persons.

**m. Settlement of Disputes**

Our Trustee shall have the power to pay or contest any debt or claim; to compromise, release and adjust any debt or claim; and to submit any matter to arbitration.

**n. Payment of Expenses**

Our Trustee shall have the power to pay any taxes, assessments, reasonable compensation of our Trustee and other expenses incurred in the collection, management, care, protection and conservation of our Trust Estate.

**o. Principal and Income**

Our Trustee shall have the power to allocate items of income or expenditure to either income or principal and to create reserves out of the income as our Trustee, in our Trustee's discretion, deems appropriate and our Trustee's decision, made in good faith with respect thereto, shall be binding and conclusive on all persons. This power of allocation shall also apply to income during administration of our Trust after the death of the first of us.

Notwithstanding the preceding sentence, if the Survivor's Trust (or a share thereunder) is the beneficiary of a Retirement Account, income earned after the

participant's death in the account shall be income of such trust or share, and if our Trustee is required to pay all of the trust income to a beneficiary, our Trustee shall collect and pay the income of the account to the beneficiary at least quarterly (and to the extent that all of the income cannot be collected from the account, the deficiency shall be paid from the principal of such trust or share).

**p. Distribution of Trust Property**

Our Trustee shall have the power to make any distribution or payment in kind or in cash, or partly in kind and partly in cash, and to cause any share to be composed of cash, property or undivided interests in property different in kind from any other share, either pro rata or non pro rata, without regard to differences in the tax basis of such property and without the requirement of making any adjustment of the shares by reason of any action taken pursuant hereto.

Any division, allocation, apportionment or valuation of the property to distribute the assets to or among any of the trusts, shares or beneficiaries shall be made by our Trustee, and the good faith determination of our Trustee shall be binding and conclusive on all parties.

**q. Litigation**

Our Trustee shall have the power to prosecute or defend actions, suits, claims or proceedings for the protection or benefit of our Trust and our Trustee in the performance of our Trustee's duties.

**r. Employment of Agents**

Our Trustee shall have the power to employ agents, including attorneys, accountants, investment advisors, custodians, appraisers or others, including any firm of which our Trustee is a member, to advise or assist our Trustee, to delegate to them fiduciary powers and to indemnify them against liability for positions taken in good faith and with reasonable basis.

**s. Corporate Fiduciary**

If any stock of a corporate trustee, or of any affiliate or successor of a corporate trustee, shall be included in the assets of our Trust, our Trustee shall have full authority, in our Trustee's discretion, and notwithstanding any regulation or rule of law to the contrary to retain the stock and any increases resulting from stock dividends and stock splits and from the exercise of purchase rights and the purchase of fractional shares needed to round out fractional share holdings that may arise concerning the stock. Our Trustee shall vote the stock either directly or by proxy,



except to the extent our Trustee is prohibited by law from voting the stock, in accordance with the written instructions of a majority of the then living beneficiaries then entitled to current distributions of income or their Personal Representatives. In the event no instruction is given, our Trustee is authorized to vote the stock in the best interests of the beneficiaries in view of the purposes for which our Trust was created.

**t. Investment Transactions**

With regard to record keeping for investment transactions, our Trustee need not provide copies of confirmations or similar notifications each time a trade or investment transaction occurs, but investment transactions shall be set forth in our Trustee's periodic accounting.

**u. Repairs and Improvements**

Our Trustee shall have the power to make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, and to raze existing or erect new party walls or buildings.

**v. Business Personnel**

Our Trustee shall have the power to elect or employ directors, officers, employees, partners or agents of any business and to compensate such persons, whether or not any such person is a Trustee, director, officer, partner or agent of our Trustee or a beneficiary of our Trust.

**w. Farm or Ranch Property**

With respect to farm or ranch property, our Trustee shall have all necessary powers to participate in and operate any farming (including tree farming) or ranch operation personally or with hired labor, tenants or sharecroppers, to lease any farm for cash or a share of crops under a lease that permits or precludes the material participation of our Trustee to fertilize and improve the soil; to employ conservation practices; to participate in government programs; and to perform any other acts deemed by our Trustee necessary or desirable to operate the property. In making a decision whether to materially participate in farming or ranch operations, our Trustee shall consider whether an election should be made or has been made under Code Section 2032A to qualify for special farm-use valuation.

**x. Ancillary Trustees**

If, for any reason, our Trustee deems it advantageous to act through an ancillary Trustee, our Trustee may designate an ancillary Personal Representative or Trustee qualified to serve in the jurisdiction where such ancillary Trustee is to act and may delegate to such ancillary Trustee such of the powers granted under our Trust Agreement as our Trustee deems advisable without being chargeable with loss, if any, arising out of such designation or delegation. Our Trustee may specify whether any corporate Trustee, or any person or persons acting in an ancillary capacity hereunder, shall serve with or without bond. Except as may be otherwise specifically provided, no ancillary Trustee need comply with the provisions of any Uniform Trustee's Accounting Act, the Uniform Trust Act or similar acts in force in any state where the fiduciary may be acting.

**y. Retention of Closely Held Interest**

Our Trustee shall have the power to retain any real estate interests, closely held securities or affiliated companies or business interests, and to sell or dispose of such interests only after careful consideration and after determining that sale or disposition is under the existing circumstances in the best interests of our Trust or its beneficiaries.

If at any time our Trust holds any stock in an S corporation, and our Trustee deems it appropriate for such corporation to maintain its Subchapter S election, or if our Trustee deems a Subchapter S election advisable for any corporation the stock of which is held in our Trust, our Trustee may take all of the necessary actions to segregate the S corporation stock, or other corporation stock for which a Subchapter S election is to be made, from the other assets of our Trust, and in our Trustee's discretion, and otherwise consistent with the terms of our Trust to the greatest extent possible, may form new trusts and may amend the terms of our Trust Agreement as would be necessary to establish Qualified Subchapter S Trusts to hold the said S corporation stock and assets in compliance with Code Sections 1361(b) and 1361(d)(3).

**z. Exercise of Authority**

Except as otherwise provided in our Trust Agreement, our Trustee shall have the power to do all acts that might legally be done by an individual in absolute ownership and control of property.

**aa. Power to Divide or Combine Trusts**

Our Trustee shall have the power to divide a single trust into separate shares, each to be administered in accordance with the terms and conditions of the single trust from which they were created when our Trustee, in our Trustee's discretion, determines that division is desirable or advisable in view of tax considerations, including considerations related to income tax, gift tax, inheritance tax or generation skipping transfer tax or other objectives of the trusts and their beneficiaries.

Our Trustee shall not be required to make a physical segregation or division of the various trust shares created under our Trust Agreement except as segregation or division may be required by reason of the termination and distribution of any of the trust shares, but our Trustee shall keep separate accounts and records for different undivided interests.

Our Trustee, in our Trustee's discretion, shall have the further power to combine two or more trusts or trust shares having substantially the same terms into a single trust for purposes of administration when tax or other factors indicate that such combination would be desirable or advisable.

In deciding whether to combine trusts or trust shares, our Trustee shall consider the generation skipping "inclusion ratio" of the trusts or trust shares to be combined. Trusts or trust shares having the same inclusion ratios may be combined. Trusts or trust shares having different inclusion ratios should generally not be combined unless their inclusion ratios are maintained unchanged through substantially separate and independent shares of different beneficiaries within the meaning of Code Section 2654(b) and the applicable regulations thereunder.

Specifically, unless there is a Personal Representative, our Trustee has the authority to allocate any portion of our respective exemptions under Code Section 2631(a) to property as to which we are the respective transferor, including any property transferred by us during our lifetime as to which we did not make an allocation prior to our death. Our Trustee also has the authority to make the special election under Code Section 2652(a)(3). If Code Section 2631(a) or 2652(a)(3) is not interpreted as to allow a Trustee to exercise such election, then a Personal Representative shall be appointed and is authorized to allocate our respective exemptions and to exercise the said special election.

If our Trustee considers that any distribution from a trust or trust share hereunder, other than pursuant to a power to withdraw or appoint, is a taxable distribution subject to the federal generation skipping transfer tax payable by the distributee, our Trustee may increase the distribution by an amount that our Trustee would estimate to be sufficient to pay that tax and any additional tax thereon, and shall charge the

**same against the trust or trust share to which the tax relates.**

**If our Trustee considers that any termination of an interest in our Trust or a trust share hereunder is a taxable termination subject to the federal generation skipping transfer tax, our Trustee may pay that tax from the portion of the property to which the tax relates without any adjustment of the relative interests of the beneficiaries.**

**bb. Termination of Small Trust**

**If at any time after the death of either of us the costs of administration of our Trust (or any share thereof) are of such an amount in relation to the then principal and undistributed income of our Trust (or any share thereof) that our Trustee, in our Trustee's discretion, determines that our purposes in establishing our Trust would no longer be served, and if our Trustee deems it advisable to distribute the then principal and undistributed income of our Trust (or any share thereof) to the then living beneficiary or beneficiaries, our Trustee (other than either of us or any then current beneficiary of our Trust who, if then serving as a Trustee, may appoint an independent Trustee to serve only for the purpose of determining the advisability of termination in such independent Trustee's sole discretion) may do so without responsibility on the part of our Trustee. Such a distribution on behalf of a beneficiary under a disability, in the Trustee's discretion, may be made to the Personal Representative of the person of such beneficiary, or to the parent of such beneficiary if such beneficiary is a minor, or may be applied by our Trustee for such beneficiary's benefit.**