

IRREVOCABLE FAMILY TRUST

Dated January 28, 2004

Tax Identification Number [REDACTED]

STATE OF ALABAMA SHELBY COUNTY

HERBERT EARL COOKE JR . FAMILY IRREVOCABLE TRUST

As of January 28, 2004 , I, Herbert Earl Cooke Jr, the undersigned Grantor, being a resident of the State of Alabama, hereby enter into this Trust Agreement with Michael William Cooke the undersigned Trustee, resident of the State of Alabama ,respectively, as follows:

W I T N E S S E T H

WHEREAS, I desire to grant out of my present holdings and property and create therewith a trust, or several trusts, which shall be for the benefit of my child, Michael William Cooke(child), and his descendant; and

WHEREAS, the Trustee hereinabove named has agreed to accept the trusteeship, and all interest and property which may come into such Trust by reason of this Agreement (hereinafter, for convenience, referred to as the "Family Trust"), for the use and benefit of my child, all in accordance with the provisions hereinafter set forth;

NOW THEREFORE, in consideration of the premises, it is hereby understood and agreed by and between the parties hereto as follows:

GRANT OF TRUST

I hereby grant, assign, set over, transfer and deliver to the Trustee the property listed on Exhibit 'A' attached hereto, for the following uses and purposes, and subject to the terms, conditions, powers and agreements hereinafter specified.

FAMILY TRUST

The Trustee shall hold, manage and control the property coming into its possession, pursuant to the power and authority herein given to the Trustee, for the uses and purposes and upon the terms and conditions hereinafter stated.

A. During my lifetime, the Trustee shall distribute from time to time to my child as much of the net income and principal from this trust, even to the extent of exhausting principal, as the Trustee may deem appropriate from time to time without any duty of equalization.

B. Upon my death and the death of my spouse(Marjorie S Cooke), (the "apportionment date" being the death of the last surviving spouse), the Trustee shall apportion the Family Trust into shares(as stated below) for my child and his descendent, whether then living or deceased. Each share apportioned shall be a separate and distinct trust. The Trustee, in its discretion, may refrain from physically separating the assets of these trusts and may also mingle and commingle investments, if such treatment will facilitate the administration of the trusts.

The Trust shall be apportioned at the apportionment date into shares as follows :

| | |
|------------------------|-----|
| Michael W Cooke | 90% |
| Catherine Ashley Cooke | 10% |

C. As soon as reasonably practical after the apportionment date, the Trustee shall transfer and pay over to my child and his descendent her entire share of this trust, outright and free from this trust

D. If the child or his descendant shall die on or before the apportionment date, then upon the apportionment date, the Trustee shall transfer and pay over such child's or his descendant's share of this trust as follows:

1. If such deceased child or his descendant leaves any descendants of him or her then living, to the descendant's of such deceased child or his descendent, per stirpes; provided that, if any descendant shall not at such time have attained the age of twenty-five (25) years, then, although the descendant's share of this trust shall immediately vest in her and shall be payable to her estate if she dies before attaining the age of twenty-five (25) years, the Trustee shall continue to hold each descendant's share of this trust in trust for him or her and shall use and apply for such descendant's health, education, support, and maintenance, taking into account other resources available to him or her, such part of the net income from such descendant's share of this trust, and the principal thereof, as may be deemed necessary or desirable by the Trustee for said purposes. Any undistributed net income shall be accumulated and added to the principal of such descendant's share of this trust. The Trustee shall pay and distribute the principal of each such descendant's share of this trust to such descendant upon attaining the age of twenty- five (25) years.

2. If such deceased child or his descendant leaves no descendants of him or her then living, to my child or his estate, per stirpes provided, however, that if any such beneficiary shall then have other property held in trust for him or her under the terms of this section, then his or her share in the share of such deceased child shall be administered and disposed of like such other property held in trust for him or her.

3. If my child and his descendent are deceased and leave no then living descendants, to such person or persons as would be entitled to inherit the property and in the proportions in which they would be entitled to inherit the same from me under the laws of Alabama then in force, had I died at the time a resident of Alabama, intestate and owned said property.

TRUSTEE PROVISIONS

A. In the event of the death, incapacity, inability, or unwillingness to serve as Trustee hereunder of Michael William Cooke

I direct that the appointee of Michael William Cooke upon acceptance of the appointee or the executor of the estate of Michael William Cooke or conservators or legal guardians of Michael William Cooke shall serve as

Trustee of the trusts created in this Trust Agreement.

B. Any Trustee may resign at any time by giving sixty (60) days written notice to the beneficiary or beneficiaries to whom the current trust income may or must be distributed. Other events may occur that may result in the disqualification or elimination of a Trustee. If upon the resignation of a Trustee or upon some other event no successor Trustee appointed hereunder is able or willing to serve, the majority of the adult beneficiaries, the parents, conservators or legal guardians of any minor beneficiaries, and the conservators or legal guardians of any incompetent beneficiaries shall substitute for the Trustee any bank or trust company authorized to accept and administer trusts. The adult beneficiaries, the parents, conservators or legal guardians of any minor beneficiaries, and the conservators or legal guardians of any incompetent beneficiaries may approve the accounts of any resigning Trustee and such approval shall be binding upon all persons whomsoever and shall be a full and complete discharge and acquittance of such Trustee. If a successor Trustee is not appointed as provided hereinabove within ninety (90) days after receipt of notice of resignation, or within ninety (90) days after the occurrence of an event resulting in a vacancy in the trusteeship of a trust created hereunder, by the person or persons entitled to make such appointment of a successor Trustee, then the Trustee wishing to resign, or any adult beneficiary or the parents, conservators or legal guardians of any minor beneficiary, or the conservator or legal guardian of any incompetent beneficiary, may petition a court of competent jurisdiction for the appointment of a successor Trustee and the judicial settlement of such Trustee's account.

C. Any successor Trustee shall have all the rights, powers, duties, and discretion vested in the original Trustee.

D. I direct that the Trustee named herein shall not be required to give any bond or security for the performance of the Trustee's duties. The Trustee shall, at least annually after the death of my spouse and me, furnish to each person then entitled to income from this trust a statement showing the property then held by the Trustee and the receipts and disbursements, but the Trustee shall not be required to make or file any inventory or appraisal or file annual or other returns or reports to any court.

E. No successor Trustee shall be personally liable or responsible in any way for any act or failure to act of any predecessor Trustee, nor bear any loss or expense from or occasioned by anything done or omitted by the predecessor Trustee, but such successor Trustee shall be liable for its own acts and omissions in respect to property actually received as such Trustee. With the approval of a majority of the adult beneficiaries, the parents, conservators or legal guardians of any minor beneficiaries, and the conservators or legal guardians of any incompetent beneficiaries, any Trustee appointed hereunder may accept the account rendered and the assets and property delivered to it by the predecessor Trustee as a full and complete discharge of the predecessor Trustee, and shall incur no liability or responsibility to any beneficiary by reason of so doing, all without necessity of any court proceeding or judicial supervision or approval, regardless of any beneficial, vested or contingent interest of any minor, incompetent or unborn beneficiaries. Upon any such change in the trusteeship, the title to any trust estate shall vest forthwith in any successor Trustee acting pursuant to the foregoing provisions hereof without the necessity of any court order or of any conveyance or transfer of trust assets.

F. To the extent permitted bylaw, no Trustee shall be liable for any act, failure to act, or default unless it results from the Trustee's bad faith, willful misconduct, or gross negligence. The Trustee shall use trust assets to defend its actions in exercising its discretionary distributions if so challenged.

PROVISIONS FOR MULTIPLE TRUSTEES

While two or more Trustees are acting, the following provisions shall apply where the context permits:

1. With respect to any matter as to which the Trustees have joint authority, a Trustee from time to time may delegate any or all of that Trustee's rights, powers, duties, and discretion as Trustee to the other Trustee, with the consent of the latter;
2. The Trustees may establish bank or brokerage accounts or any other type of investment accounts and may authorize that checks or drafts may be drawn on, or withdrawal made from, any such account on the individual signature of any one Trustee;
3. A Trustee shall be presumed to have approved a proposed act or decision to refrain from acting if that Trustee fails to indicate approval or disapproval thereof with fifteen (15) days after a written request for approval, and a Trustee shall not be required to continue to make a proposal which has been disapproved on at least two (2) occasions if that Trustee has informed the disapproving Trustee that continued disapproval will be assumed until notice to the contrary has been received; and
4. The Trustee may execute documents by jointly signing one document or separately signing concurrent counterpart documents.

VOTE OF TRUSTEES

A majority of Trustees shall have the power to make any decision, undertake any action, or execute any documents affecting the trusts created herein. In the event of a difference of opinion among the Trustees, the decision of a majority of them shall prevail, but the dissenting Trustee shall not be responsible for any action taken by the majority pursuant to such decision.

DUTIES AND POWERS

In the management and control of any trust created herein, the Trustee, in the sole judgment and discretion of the Trustee, may do and have done with respect to each trust estate, all things which, in the judgment and discretion of the Trustee, may deem necessary, desirable and proper to promote, protect and conserve the interests of the trust estate, and of the beneficiaries thereof. All references in these DUTIES AND POWERS provisions hereof to "trust estate" shall refer to any trust created hereunder and any separate shares thereof. The powers herein granted to the Trustee may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to law, and shall include all powers necessary to carry the same into effect,

1. To sell at public or private sale, exchange, transfer or convey, either before or after option granted, all or any part of the trust estate, upon such terms and conditions as the Trustee may determine, to invest and reinvest the trust estate and the proceeds of sale or disposal of any portion thereof, in such loans, stocks, bonds or other securities,

mortgages, common trust funds, shares of investment companies or investment securities of management-type investment companies such as mutual funds (including those managed or advised by the Trustee), or other property, real or personal, to purchase and sell options (including without limitation stock options contributed to the trust estate and listed options) and to exercise any such options, rights or warrants without being bound by any provision of law restricting investments by trustees, as to the Trustee may seem suitable, and to change investments and to make new investments from time to time as to the Trustee may seem necessary or desirable. The Trustee may delegate all or any part of the above powers to such investment counselors, consultants or managers as the Trustee may deem appropriate.

2. To improve, repair, lease, rent for improvement, or otherwise, for a term beyond the possible termination of this trust, or for any less term, with or without option of purchase, and to let, exchange, release, partition, vacate, dedicate or adjust the boundaries of real estate constituting a part of the trust estate.

3. To borrow money for such time and upon such terms as the Trustee may consider necessary or convenient in the administration of the trust, and to secure any such loan by mortgage or pledge.

4. To hold and retain without liability for loss or depreciation any property or securities transferred to the Trustee or to which the Trustee becomes entitled, including any partnership interests (whether general, limited or special), shares of regulated investment companies or trusts (whether open-end or closed-end), stock or interest in any family corporation, partnership or enterprise, or any stock or obligation of any publicly-traded company which is a successor to any such family corporation, partnership or enterprise, or any stock or obligations of any corporate trustee serving hereunder from time to time, or corporation which owns stock of such corporate trustee, without regard to any statutory or constitutional limitations applicable to the investment of funds and though the retention might violate principles of investment diversification, so long as the Trustee shall consider the retention for the best interests of any trust created hereunder; and in disposing of any property constituting a part of the trust estate, to acquire other property, including any stock or obligations of any corporate trustee serving hereunder from time to time, or of any holding company or similar corporation which owns stock of such corporate trustee, without regard to any statutory or constitutional limitations applicable to the investment of funds and though the retention might violate principles of investment diversification, so long as the Trustee shall consider the retention for the best interests of any trust created hereunder.

5. To keep any property constituting a part of the trust estate properly insured against fire and tornado, and other hazards, to pay all taxes or assessments, mortgages, or other liens now or hereafter resting upon said property, and generally to pay all of the expenses of the trust incurred in the exercise of the powers herein vested in the Trustee which, in the judgment of the Trustee, may be proper or necessary.

6. To hold any or all securities or other property in bearer form, in the name of the Trustee or in the name of some other person, partnership (general, limited or special), or corporation, without disclosing any fiduciary relationship.

7. To continue any business or partnership (general, limited or special) held by the Trustee for such time and under such management and condition as, in the discretion of the Trustee, may be expedient; or to liquidate or dissolve any such business or partnership (general, limited or special) at such time and upon such terms and conditions as, in the judgment of the Trustee, are for the best interests of the trust estate; or so far as may be necessary in the judgment of the Trustee to cause to be incorporated any such business or partnership (general, limited or special) and to use the funds of the trust estate to protect the interests of this trust in any contract, business or partnership (general, limited or special) which I may at anytime, whether inter vivos or testamentary, transfer to this trust or to protect any interest which this trust may have in the securities of any such corporation. I grant to my Trustee the power to do all the acts in connection with the businesses which I could have done had I then owned such business interests, or to delegate such powers to any partner, manager or employee, without liability for any loss occurring therein. I authorize the Trustee to make public or private sale of the business or businesses, and the real and personal property thereof, at such time or place, and for such price, and upon such terms as to cash or credit, with or without security for the purchase price, as the Trustee may deem best, and to execute all necessary assignments and conveyances to the purchasers, without liability on the part of the purchasers to see to the application of the purchase monies.

8. To vote in person or by proxy upon all stocks held by the Trustee; to unite with other owners of similar property in carrying out any plan for the reorganization of any corporation or company whose securities form a portion of the trust estate; to exchange the securities of any corporation for other securities upon such terms as the Trustee shall deem proper; to assent to the consolidation, merger, dissolution or reorganization of any such corporation; to lease the property or any portion thereof of such corporation to any other corporation; to pay all assessments, expenses and sums of money as the Trustee may deem expedient for the protection of the interest of the trust estate as the holder of such stocks, bonds or other securities; and generally, to exercise, in respect to all securities held by the Trustee, the same rights and powers as are or may be exercised by persons owning similar property in their own right; provided, however, that if, at any time a corporate trustee is serving hereunder it shall purchase or retain stock or obligations of itself or of any holding company, or similar corporation which owns stock of such corporate trustee, then in the election of directors and other matters in which the corporate trustee is prohibited from voting its stock or stock of any holding company or similar corporation which owns stock of a corporate trustee, such stock shall be voted by the eldest adult beneficiary hereunder.

9. To institute and defend any and all suits or legal proceedings relating to the trust estate, in any court, and to employ counsel and to compromise or submit to arbitration all matters of dispute in which the trust estate may be involved, as in the judgment of the Trustee may be necessary or proper.

10. At any time or from time to time to advance money to the trust estate from funds of the Trustee for any purpose or purposes of the trust, and to reimburse the Trustee for the money advanced and interest thereon from the trust property or from any funds belonging to the trust property thereafter coming into the custody of the Trustee from any source.

11. To execute and deliver any and all contracts, conveyances, transfers, or other instruments and to do any acts necessary or desirable in the execution of the powers herein vested in the Trustee.

12. To pay any and all expenses reasonably necessary for the administration of the trust, including interest, taxes, insurance, including public liability insurance, and compensation to the Trustee, as well as any other expense incurred for the benefit of the trust estate.

13. To determine whether any money or property coming into the Trustee's hands shall be treated as a part of the principal of the trust or a part of the income therefrom, and to apportion between principal and income any loss or expenditure in connection with the trust, in each case in accordance with the provisions of the Alabama Principal and Income Act, as from time to time amended (the "Act"), if applicable, or if not applicable, as the Trustee may deem just and equitable; provided, however, that any proceeds received by the Trustee from any "retirement plan", meaning any qualified pension, profit sharing, stock bonus, Keogh or other qualified plan, trust, contract, account, annuity, or bond, or individual retirement account, as those terms are defined in the Code, or any non-qualified deferred compensation agreement, salary continuation agreement, or similar arrangement, shall be treated by the Trustee as principal, except that any income earned within the retirement plan from such proceeds as a result of an installment or similar election or any other deferral of payment of the retirement plan's proceeds to the Trustee shall be treated by the Trustee as income when received; provided further, that the Trustee shall have the power and discretion to adjust between principal and income which is contained in section 104 of the Alabama Principal and Income Act, as from time to time amended.

14. To appoint, employ, remove and compensate such attorneys, accountants, custodians, agents and representatives, individual or corporate, as the Trustee deems necessary or desirable for the administration of the trust, and to treat as an expense of the trust any compensation so paid; and to delegate all or any part of the investment powers contained herein to such interested counselors, consultants or managers as the Trustee deems appropriate.

15. In making any division of the trust property into shares for the purpose of any distribution thereof directed or permitted by the provisions of this Trust Agreement, the Trustee may make such division or distribution either in cash or in kind, or partly in cash and partly in kind, as the Trustee shall deem most expedient, and in making any division or distribution in kind, the Trustee may allot any specific security of property, or any undivided interest therein, to any one or more of such beneficiaries, and in such proportions and amounts, considering both equality of distribution and federal income tax basis of trust assets, as the Trustee may deem proper; and to that end, may appraise any or all of the property to be allotted, and the judgement of the Trustee as to the propriety of such allotment and as to the relative value and basis for the purposes of distribution of the securities or property so allotted, shall be final and conclusive upon all persons interested in this trust or in the division or distribution thereof.

16. If the Trustee owns an interest in the shares of stock of any closely-held family corporation, and the persons named herein as Trustee shall be or shall become affiliated

with any such closely-held corporation, serving as employees, officers or directors thereof, I direct that such persons serving as Trustee hereunder shall not be disqualified from employment by any such family corporation or its successor, or the continued employment by the persons for either the same or greater compensation as determined from time to time by the board of directors in office. In the circumstances described in this paragraph, the persons serving as Trustee hereunder shall be exonerated from any claim or demand arising from the fact that they may be receiving or have received compensation for serving as a director, officer, and/or employee when serving as Trustee or successor Trustee.

17. The Trustee shall not be personally liable to any beneficiary hereunder for any claim against the trust for the diminution in value of the trust property arising from the compliance by the Trustee with any federal, state or local law, rule or regulation including: (a) the reporting of or other response to the contamination of trust property by substances or materials prohibited or regulated by federal, state, or local law or that are known to pose a hazard to the environment or to human health, (b) the reporting of or other response to violations of any other federal, state or local law, rule or regulation involving materials or substances regulated by federal, state or local law or that are known to pose a hazard to the environment or human health, or (c) other matters relating to environmental laws.

18. The Trustee may, in its discretion, periodically inspect, review and monitor, or require the inspection, review and monitoring of any and all property held in this trust for the purpose of determining compliance with any law, rule or regulation affecting such property, with all expenses of such inspection, review and monitoring to be paid from the income or principal of the trust.

19. The Trustee shall have the power, in order to protect the assets held in any trust created hereunder, to take any and all action it shall reasonably deem necessary, in its sole discretion, to prevent, abate, "clean up", or otherwise respond to any violation of any federal, state or local law, rule, or ordinance affecting any property held in trust related to the generation, use, treatment, transportation, storage, disposal, release, discharge, or contamination by any materials or substances that are prohibited or regulated by federal, state, or local law or that are known to pose a hazard to the environment or human health. Such actions may be taken prior to the initiation of enforcement action by a federal, state or local agency. The Trustee shall obtain an estimate of the cost of such response to such violation or contamination and shall notify the beneficiaries of the trust

of the estimated cost of such response. Such beneficiaries shall have the right to pay for such response costs or to authorize payment of such costs by the Trustee from trust assets. If the beneficiaries of the trust for any reason fail to pay for or authorize payment of such costs from trust assets, the Trustee shall be entitled nonetheless to use trust assets to pay such costs or, in its sole discretion, to resign in accordance with the provisions herein regarding the resignation of the Trustee.

20. The Trustee shall have the power, in its sole discretion, to settle or compromise at any time any and all claims against the trust which may be asserted by any federal, state, or local agency or private party involving the alleged violation of any federal, state, or local law, rule or regulation affecting property held in trust.

21. The Trustee shall have the power to disclaim any power which, in the sole discretion of such Trustee, will or may cause the Trustee to be considered an "owner" or "operator" of property held in this trust as those terms are defined in the Comprehensive Environmental Response, Liability and Compensation Act, (CERCLA), as amended from time to time, or which shall otherwise cause the Trustee to incur liability under CERCLA or any other federal, state or local law, rule or regulation. The power to disclaim as contained in this section shall apply to any power, whether actually set forth in this Trust Agreement, incorporated by reference herein, or granted or implied by any statute or rule of law.

22. The Trustee shall have the right to resign at any time it believes there is or may be a conflict between it in its fiduciary capacity and in its individual capacity because of potential claims or liabilities which might be asserted against this trust created because of the type or condition of the assets held in this trust.

23. To make loans, secured or unsecured, at any interest rate, to any person, without responsibility or liability for any loss resulting to the trust estate from any such loan.

24. To buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Trustees.

MISCELLANEOUS PROVISIONS

A. The invalidity of any gift, or any limitation over or interest intended, as to any property or as to any beneficiary shall not be considered materially to disturb the plan of distribution herein created or to affect the validity of any other gift or devise or limitation over, or interest in, or trust herein given or created.

B. Where I have directed that distributions be made to or for the benefit of any beneficiary under the age of twenty-one (21) years, or any beneficiary who may be under any legal disability, or any beneficiary who, in the sole discretion of the Trustee, may be unable to apply the distributions of his or her trust to his or her best interests and advantage, the Trustee may, in the discretion of the Trustee, make such distributions in any one or more of the following ways: (1) directly to the beneficiary; (2) to the legal guardian, conservator, custodian of the beneficiary, or agent under a durable power of attorney for the use and benefit of the beneficiary; (3) to any custodial account heretofore established for the beneficiary, or if none exists, to a custodian designated by the Trustee from those eligible to serve as such custodian, including the Trustee, of the beneficiary under the Uniform Transfers (or Gifts) to Minors Act in effect in the state of the beneficiary's residence for the use and benefit of the beneficiary; (4) to a relative of the beneficiary upon the agreement of such relative to expend such income or principal solely for the benefit of the beneficiary; or (5) by expending such income or principal directly for the benefit of the beneficiary to be used and applied for the purposes herein directed. Upon making any distribution hereunder, the Trustee shall be discharged as to any distribution so made.

C. Anything herein to the contrary notwithstanding, no trust created hereunder shall continue beyond twenty-one (21) years after the death of the last to die of those

beneficiaries who are living as of this date; and upon the expiration of such period, all trusts shall terminate and the assets thereof shall immediately be distributed outright to those persons entitled thereto and in the same proportions to which they are entitled to take, under the provisions hereinabove set forth, irrespective of the attained ages of such beneficiaries on such date.

D. The Trustee is specifically authorized and empowered to purchase from my estate any stock, bond, security or other property, real or personal, offered for sale by my Personal Representative, irrespective of whether or not such property is eligible for investment by fiduciaries under any statute or law; and the Trustee shall incur no responsibility or liability for any loss resulting to the trust estate from any such purchase or from the retention of any assets so acquired. The Trustee is further authorized and empowered to make loans to my estate in such amounts, upon such reasonable terms and conditions, either without security or on mortgage of any real estate or upon pledge of any personal property held by my estate, at such rates or interest as the Trustee sees fit, and to execute all documents relating thereto.

E. Notwithstanding anything herein to the contrary, if at the time of my death any property which shall then be held in the trust estate shall be included in my gross estate for the purposes of fixing any estate taxes payable by reason of my death, then I direct that the Trustee shall pay to my estate, out of the property of the trust estate so included in my gross estate, the amount by which: (1) the total inheritance, estate, transfer, succession and other death taxes or duties (including any interest or penalty thereon) imposed by any jurisdiction whatsoever by reason of my death exceeds (2) the total inheritance, estate, transfer, succession and other death taxes or duties (including any interest or penalty thereon) imposed by any jurisdiction whatsoever which would have been payable by reason of my death if none of the trust estate had been includible in my gross estate for the purpose of determining such taxes payable on my death. The Trustee hereunder shall be absolutely protected in paying over to my Personal Representative such amount as the Personal Representative shall certify, in writing, to be the amount due to my estate by the preceding sentence of this paragraph, and Trustee shall have no duty or obligation to inquire into the correctness or the propriety of the payment, of any amount so certified or to see to the application thereof by my Personal Representative.

F. The Trustee, in its discretion, may merge and consolidate any trust created hereunder with any other trust, whether created by me or by some other person, if the terms of the trusts are substantially the same and the trustee(s) are the same; provided, however, that similar trusts shall be merged only with trusts which have the same "inclusion ratio" as defined by the Code.

G. It is my express intention that, under no conceivable circumstances whatever, shall any part of any of the trust estates herein created ever revert to or revest in me by operation of law or otherwise. Therefore, any provision herein to the contrary notwithstanding, if, prior to the termination of the trust estates herein created, and while I am still living, any of the beneficiaries who are entitled to share in the trust estate herein created should die, leaving me as one of the heirs or devisees of such deceased beneficiary, either by will or by operation of law, then I specifically direct that, for the purposes of disposing of any interests of such deceased beneficiary in the trust estate, I shall not be counted or considered as one of the heirs or devisees of the beneficiary so

dying. I relinquish, release and renounce all rights and interest, whether vested or contingent, including any reversionary rights or possibility of reverter, in the corpus and income of the trust hereby created, any power to determine or control, by alteration, amendment, revocation, termination, or otherwise, the beneficial enjoyment of the corpus or income of the trust hereby created.

H. To the extent permitted by law, no interest of any beneficiary in principal or income of any trust hereunder shall be subject to assignment, alienation, pledge, attachment, or to the claims of creditors of such beneficiary or shall otherwise be voluntarily or involuntarily alienated or encumbered by such beneficiary.

If, at any time during the continuation of a trust created hereunder, the assets of such trust shall be insufficient, in the Trustee's discretion, to warrant the expenses of administration of such trust, then, in such event, the Trustee shall transfer and pay over the assets in said trust estate to the income beneficiary of such trust estate. In the event that there shall be more than one income beneficiary of a trust estate, the Trustee shall transfer and pay over such trust estate, in the stated apportioned shares, to all said income beneficiaries. Under no circumstances shall any income beneficiary who is serving as Trustee hereunder make such decision with regard to any trust of which he or she is an income beneficiary.

J. The Trustee may exercise all of the rights, powers, duties and discretion vested in the Trustee under the terms of this instrument irrespective of any inherent conflict of interest that may exist if the Trustee is also a beneficiary. It is my intent by this paragraph that the terms of paragraph (a) of Section 19-3-324 of the Code of Alabama, as amended from time to time, shall not apply to any trusts created hereunder.

K. If any one or more of the provisions of this Trust Agreement are held to be invalid, illegal, or unenforceable in any respect, the Trustee will not be required to comply with such provision; the validity, legality, and enforceability of the remaining provisions hereof will not in any way be affected or impaired by that invalidity, illegality or unenforceability. The remaining provisions hereof, and the application of those provisions to persons or circumstances other than those as to which a provision is held invalid, illegal or unenforceable, will not be affected by the application, and each remaining provision hereof will be valid and enforced to the fullest extent permitted by law.

L. Any provision herein to the contrary notwithstanding, the Trustee shall have no power or authority to make any advance of income or principal to any beneficiary for the purpose of discharging any legal obligation of support for such beneficiary which is or may be imposed upon such Trustee.

TAX MATTERS

A. It is my direction and intention that this Trust Agreement be interpreted and administered by the Trustee in accordance with the Code.

B. The Trustee may do and have done with respect to each trust estate, all things which would preclude or minimize the imposition of the generation-skipping tax imposed by Chapter 13 of the Code, including, without limitation, the powers and authorizations contained in Sections 19-5-1 et. seq. of the Code of Alabama, as amended from time to time.

C. Notwithstanding any other provision of this Trust Agreement, if at my death I own stock of an S corporation (as defined in Section 1361(a) of the Code) and the Trustee determines in its sole discretion that the stock cannot practically be distributed or disposed of in accordance with this instrument other than pursuant to this provision without causing the corporation to lose its status as an S corporation, then it is my intent that any trust estate created hereunder consisting of stock in an S corporation shall qualify as either a Qualified Subchapter S Trust within the meaning of Section 1361(d) of the Code or an Electing Small Business Trust within the meaning of Section 1361(e) of the Code. If the effect of any provision hereunder would prevent any trust estate from so qualifying, then the Trustee shall have the power, exercisable in its discretion, to amend the terms of such trust estate to the extent the Trustee determines necessary or desirable to cause such trust estate to so qualify; provided, however, that the Trustee shall not exercise this discretion in a manner which is inconsistent with my overall objectives. The Trustee may exercise or release this power within five (5) years after my death and shall not be required to exercise it and shall have no liability for releasing it or failing to exercise it.

CONTRIBUTIONS AND RIGHTS OF WITHDRAWAL

I, or any other person, may make contributions to the trust at any time or times. For purposes of this trust agreement, the term "contribution" means any transfer of property which is a gift to the trust or its beneficiaries for federal gift tax purposes, including property initially transferred to the trust or subsequently added thereto and payments of premiums on any insurance policy owned by the Trustee which are paid otherwise than by the Trustee. The amount of a contribution shall be its value for federal gift tax purposes.

A. My child and his descendant may withdraw from the principal of the trust estate the lesser of (i) an apportioned share of the balance of such contribution, or (ii) the amount for each donor of the gift tax exclusion of §2503 (b) of the Code per donee reduced by prior excludable gifts to such donee during the year. My child and his descendant are sometimes collectively referred to as "donees" and individually as "donee". By giving these withdrawal rights, I intend that contributions to the trust shall qualify for the federal gift tax annual exclusion as gifts of a present interest.

B. With respect to each contribution made to the trust during a calendar year:

1. The Trustee shall notify each donee of his or her withdrawal right with respect to the contribution. The Trustee may give notice after each contribution, once annually for all contributions made during the calendar year, or otherwise as the Trustee deems advisable, but in no event later than December 31 of the calendar year. If the contribution is made at a time close to the end of any calendar year, so that written notice would not give the donees sufficient time to exercise the right granted herein, the notice shall be transmitted in the means deemed most appropriate by the Trustee to allow the donees sufficient time to react, but, in any event, written confirmation of the notice shall be given to the donees as soon as practicable thereafter. If at any time a donee is under legal disability, or in the opinion of the Trustee is incapable of properly making financial decisions, the Trustee may give notice to a lawful guardian of the donee. The term "lawful guardian" shall mean successively in the order named (i) the court-appointed conservator of the estate, (ii)

either parent, or (iii) the individual having personal custody (whether or not a court-appointed guardian) where no conservator of the estate has been appointed.

2. A donee's withdrawal rights with respect to contributions to the trust shall lapse upon the earlier of (i) thirty (30) days from receipt of notification under this section, or (ii) December 31 of the year in which the contributions are made; provided, however, that if I, or any other person, contribute property to the trust during December of any year, each donee shall have a continuing right to withdraw for thirty (30) days from receipt of notification under this section, unless sooner waived by the donee. If a donee shall have a withdrawal right which exceeds the greater of Five Thousand and No/100 Dollars (\$5,000) or five percent (5%) of the value of the trust estate, I direct that, if such donee shall die prior to the date of the termination of such donee's share of any trust estate created hereunder, such donee, by specific reference thereto in such donee's valid Last Will and Testament, shall have the power to direct the Trustee to divide such excess among my lineal descendants, other than such donee, in such manner and in such equal or unequal proportions, in trust or otherwise, as such donee shall desire.

3. A donee may exercise a withdrawal right only by written request delivered to the Trustee. The Trustee shall make payment pursuant to a written request in cash to the extent practicable, otherwise from other trust property selected by the Trustee, including policies of life insurance.

4. Each payment to a donee under this section shall be treated as an advancement and charged without interest against the share hereinafter provided for the donee or his or her descendants.

5. Upon my death, any power of withdrawal then in effect shall continue in effect with respect to the trusts created under this trust agreement as to which the power holder is a beneficiary to whom the Trustee may pay income or principal.

6. I, or any other person making a contribution to this trust, shall have the right by a written instrument delivered to the Trustee at the time of such transfer (i) to exclude any person who would otherwise have a right of withdrawal from exercising such right; (ii) to increase or decrease the amount subject to any right of withdrawal except that the amount subject to all withdrawal rights shall not exceed the amount of the transfer; and/or (iii) to change the period during which any right of withdrawal may be exercised.

TRUST IRREVOCABLE

I hereby specifically direct that the trust herein created is irrevocable and that there are no conditions or reservations of power in me to revoke, alter, or amend this Agreement, in whole or in part, or to free any or all of the property constituting the trust estate from the terms of this trust.

TERMINATION

I hereby specifically direct that during my lifetime the trust herein created may be terminated by the unanimous decision of my then living child, at such time as said my child deems necessary or desirable.. Upon the termination of all or any portion of the trust estate, the Trustee shall distribute the trust estate to my child and his descendant, in the stated apportioned shares , per stirpes; provided, however, that if a distributee shall

be under the age of twenty-one (21) years at the time of such termination, such distributee's portion of the trust estate shall be paid to the Trustee as custodian for such distributee under the Alabama Uniform Transfers to Minors Act, and the receipt of the Trustee as custodian shall constitute complete and final acceptance of the Trustee hereunder.

APPLICABLE LAW

This Trust Agreement shall be construed and governed in all respects by the laws of the State of Alabama; however, the Trustee shall have the power to change the situs of any trust held hereunder by written instrument signed and acknowledged by the Trustee and attached to this Agreement. In conjunction with any such change and without any need to obtain the approval of any court, the Trustee shall have the power to elect that such trust shall be subject to the jurisdiction of, and to move the assets of such trust to, the state of the new situs; and, if that election shall be made, such trust shall be administered and the validity and effect of the provisions of this instrument applicable to such trust shall be determined in accordance with the laws of such jurisdiction.

DEFINITIONS

Where the context permits, the following terms shall have the following meanings:

A. The terms "child" and "his descendant" are intended to mean Michael William Cooke (child), Catherine Ashley Cooke (his descendant). The terms "issue", "descendants" and "lineal descendants" of any individual are intended to include any persons heretofore or hereafter born to or adopted by such individual and any descendant of such individual, but any person who is adopted by such individual or a descendant of such individual on or after the age of twenty-one (21) years, and the descendants of such adopted person, are intended to be excluded from these terms.

C. The term "Trustee" and words or reference to the Trustee shall mean any person serving in that capacity without regard to gender or number.

D. The term "Code" shall mean the Internal Revenue Code of 1986, as from time to time amended.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective as of the day and year first above written, and the signature on the part of the Trustee, indicates the acceptance by the Trustee of the terms of the trusts created hereunder.

Witnesses as to : Herbert Earl Cooke Jr.

Peggy S Hill

Buster P. Graham

Herbert Earl Cooke Jr.

Herbert Earl Cooke Jr.

(Grantor)

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Herbert Earl Cooke Jr, whose name as Grantor aforesaid is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, the said instrument was executed by Herbert Earl Cooke Jr voluntarily and the aforesaid witnesses on the day the same bears date.

Given under my hand and seal on January 28, 2004

Judith A. Sussman
Notary Public

My commission expires: 7/29/06

Witnesses as to Michael William Cooke

Peggy S Hill

Buster P. Graham

Michael William Cooke

Michael William Cooke

(Trustee)

I, the undersigned, a Notary Public in and for the State of Alabama, hereby certify that Michael William Cooke whose name as Trustee aforesaid is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, the said instrument was executed by Michael William Cooke voluntarily and the aforesaid witnesses on the day the same bears date.

Given under my hand and seal on January 28, 2004

Judith A. Sussman
Notary Public

My commission expires: 7/29/06

EXHIBIT "A"

CASH \$ 20,000