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Shelby Cnty Judge of Probate, AL
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THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS PLC (MDS)
315 Deaderick Street, Suite 2700
Nashville, Tennessee 37238

THEODORE PATTERSON REVOCABLE TRUST

This Revocable Trust Agreement is entered into on this 15 day of NOVEMBER, 2002, by me, THEODORE PATTERSON, as Grantor and as Trustee. Whenever the term "Trustee" is used herein, it shall be deemed to apply to the party or parties acting, and any reference to such party or parties in one gender shall be deemed to mean the proper gender. This trust shall be known as the Theodore Patterson Revocable Trust.

1. Acceptance of Trust by Trustee. The Trustee agrees to hold, manage, and invest the assets coming into the Trustee's hands according to the provisions hereof.
2. Additional Contributions. The Trustee is authorized in the Trustee's discretion to accept the contribution of additional assets to the Trust, and any such additional assets shall be held by the Trustee as a part of the trust estate herein created and shall be administered and distributed according to the provisions hereof.
3. Statement of Family. I am married to Eura P. Patterson. I have five children, Terri Patterson Harris, Armetria Patterson Oliver, Stephanie Michelle Patterson Watts, Kendra Alyse Patterson, and Noelle Veronica Patterson. I have one stepchild, Frederika G. Petway, by my spouse, Eura P. Patterson.
4. Dispositive Provisions During Grantor's Lifetime. During my lifetime, the Trustee shall pay such portions of the net income and principal of the trust to me or to others as I may direct. If in the judgment of the Trustee I am unable for any reason to give prompt and intelligent consideration to my financial matters, the Trustee may pay such portions of the net income and corpus of the trust to me or to my spouse, Eura P. Patterson, as the Trustee, in the Trustee's discretion, deems appropriate under the circumstances. It is my desire that my spouse and I be comfortably maintained during my lifetime in the manner to which we are accustomed and according to the best available standard, and the Trustee is directed to be liberal in using the income and corpus of the Trust for such purpose, including paying the costs of private nursing care, doctors' fees, expenses of invalidism, and other expenses. During my lifetime the Trustee is directed to consider solely my needs and the needs of my spouse, without considering the interest of any person who may become a beneficiary after my death.
5. Payment of Debts and Taxes. After my death, to the extent that the personal representative of my estate requests funds for the payment of my debts, expenses of the administration of my estate, or for the payment of estate, inheritance, generation-skipping transfer or similar taxes, the Trustee shall promptly distribute such funds to my personal

E. Patterson

representative. Any payments made to the personal representative of my estate for the payment of any such taxes pursuant to this subparagraph shall be charged against the assets of the trust estate in the manner set forth below.

(a) Estate and Inheritance Taxes. Any payments made to my personal representative to pay any estate, inheritance or similar taxes shall be paid as follows:

(1) Portion of Taxes Charged to Bequest to Children's Lifetime Trusts for Certain of My Children. The taxes attributable to the amounts passing under paragraphs 7 and 8 hereof (to be determined on an average rather than a marginal basis) shall be charged against the bequest to the lifetime trusts for certain children of mine as described in paragraph 8 hereof.

(2) Taxes Charged to Residuary Trust Estate. The remainder thereof shall be paid entirely from the residuary trust estate passing under paragraph 12 hereof, without apportionment and with no right of reimbursement from any beneficiary.

(b) Generation-Skipping Transfer Taxes. If any generation-skipping transfer taxes are imposed as a result of my death, then such taxes shall be charged against and paid from the property with respect to which such taxes are imposed.

6. Disposition of Tangible Personal Property. I may leave a list attached to my Last Will and Testament indicating that certain items of tangible personal property are to be distributed to beneficiaries designated on said list, and upon my death the Trustee is directed to comply with the instructions contained therein, which list is incorporated herein by reference. Upon my death, I direct the Trustee to distribute any furniture, household furnishings, automobiles, personal effects and all other items of tangible personal property which I own at the time of my death which are not mentioned in such list, to my spouse, Eura P. Patterson, provided my spouse survives me. If my spouse does not survive me, said properties shall be distributed in equal shares to four of my following named children: Terri Patterson Harris, Armetria Patterson Oliver, Stephanie Michelle Patterson Watts and Kendra Alyse Patterson, with the issue of any named child who does not survive me representing his or her parent, per stirpes. The Trustee may distribute the share of any minor beneficiary directly to such beneficiary or to the person with whom such beneficiary is making his or her home, or to a custodian for such beneficiary under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state, or in such other fashion as the Trustee deems appropriate, without the requirement of the appointment of a guardian for such beneficiary or the approval of any court. If in the discretion of the Trustee any of my tangible personal property is not suitable for immediate delivery, the Trustee may retain such property in safekeeping for future delivery. The Trustee shall pay all expenses associated with safeguarding, insuring, packing, storing, delivering, and distributing the tangible personal property, and such expenses shall be deemed to be a proper part of the expenses of administering my estate.

7. Specific Bequest; Establishment of GST-Exempt Trusts For Certain Children of Mine. Upon my death, I direct the Trustee to set aside an amount (in cash or in kind) equal to the "unused portion" of my "GST Exemption" as defined in Sections 2631 and 2632 of the Internal Revenue Code of 1986, as amended (or any successor section of the Internal Revenue Code), which remains unused immediately prior to my death, and I direct the Trustee to divide these assets into four (4) separate and equal trusts, to be known as the Terri Patterson Harris GST-Exempt Trust, the Arnetria Patterson Oliver GST-Exempt Trust, the Stephanie Michelle Patterson Watts GST-Exempt Trust and the Kendra Alyse Patterson GST-Exempt Trust. The portion of my trust estate allocated to the GST-Exempt Trusts may be selected by the Trustee, but in determining the amount to be allocated to such Trusts, assets shall be valued at the same amounts as are used in determining the Federal Estate Tax imposed on the transfer of my trust estate, and the assets allocated to such Trusts must be fairly representative of the appreciation and depreciation (from the Federal Estate Tax values) in the value of all property (including cash) available for allocation. The GST-Exempt Trusts shall be held, administered and distributed in accordance with the provisions of paragraph 17 hereof and all other provisions of this Agreement which pertain to the trusts described in such paragraph.

8. Specific Bequest; Establishment of Lifetime Trusts For Certain Children of Mine. Upon my death, I direct the Trustee to set aside an amount (in cash or in kind) equal to the lesser of the following:

- (a) The sum of Five Million Dollars (\$5,000,000.00), less the bequest set forth in paragraph 7 above; or
- (b) Sixty percent (60%) of my gross estate as computed for Federal Estate tax purposes (that is, my gross estate for such tax purposes reduced by my debts, my funeral expenses and the expenses of the administration of my estate), less the bequest set forth in paragraph 7 above.

I direct the Trustee to divide these assets into four (4) separate and equal trusts, to be known as the Terri Patterson Harris Lifetime Trust (Non-GST Exempt), the Arnetria Patterson Oliver Lifetime Trust (Non-GST Exempt), the Stephanie Michelle Patterson Watts Lifetime Trust (Non-GST Exempt) and the Kendra Alyse Patterson Lifetime Trust (Non-GST Exempt). The Lifetime Trusts shall be held, administered and distributed in accordance with the provisions of paragraph 18 hereof and all other provisions of this Agreement which pertain to the trusts described in such paragraph.

9. Establishment of Trust for Noelle Veronica Patterson. I direct the Trustee to hold the sum of One Hundred Dollars (\$100.00) in a trust to be named The Noelle Veronica Patterson Trust. I also presently anticipate that The Noelle Veronica Patterson Trust may be designated as the primary beneficiary of one or more insurance policies on my life and as the primary beneficiary of one or more IRA's, and if so, then such trust would receive these assets outside of the terms of this Agreement. The Noelle Veronica Patterson Trust shall vest in my daughter, Noelle Veronica Patterson, or in her issue who survive me, per

stirpes, if my said child does not survive me; and each beneficiary shall receive distribution of one-third (1/3) of the then remaining balance of his or her share upon attaining thirty (30) years of age, one-half (1/2) of the then remaining balance of his or her share upon attaining thirty-five (35) years of age, and the full then remaining balance thereof upon attaining forty (40) years of age. If a beneficiary in whom a share of the trust has vested indefeasibly under the terms of this paragraph dies before attaining forty (40) years of age, then upon the death of such beneficiary his or her share of the trust shall be distributed to such beneficiary's estate. Prior to the distribution of the trust under this subparagraph, the income from each beneficiary's share shall be paid over in whole or in part to or for the benefit of each such beneficiary, or shall be accumulated in whole or in part and added to the corpus of such beneficiary's share as may be appropriate, in the sole discretion of the Trustee, to provide for such beneficiary's adequate support, maintenance and education.

10. Specific Bequests: Gifts of Real Property.

- (a) Gift of Personal Residence and Contents. If my spouse, Eura P. Patterson, survives me, then I direct the Trustee to distribute all of my right, title and interest in and to my principal personal residence at the time of my death along with all tangible personal property and contents located in said residence to my said spouse.
- (b) Gift of Certain Real Property to My Sister. If my sister, Johnnie P. Crenshaw, survives me, I direct the Trustee to distribute to my said sister that certain residence located on Avenue K in Birmingham, Alabama.

11. Specific Bequest: Gift to Mother. I direct the Trustee to distribute the sum (in cash or in kind) of Two Hundred Thousand Dollars (\$200,000.00) to my mother, Alma L. Patterson, provided she survives me. If my mother does not survive me, then I direct that such sum shall be distributed in equal shares, per capita, among each of my brothers and sisters, other than Johnnie P. Crenshaw, who survive me.

12. Disposition of Residuary Trust Estate: QTIP Marital Trust Established. Upon my death, and after the satisfaction of the payments called for above, the remainder of the trust estate shall be held by the Trustee in a separate trust to be known as the Marital Trust, which trust shall be held, administered and distributed according to the following terms:

- (a) Income During Spouse's Lifetime. I direct the Trustee to pay all of the net income from the Marital Trust to my spouse, Eura P. Patterson, during the life of my spouse, and to pay to my spouse's estate all income accrued but unpaid at my spouse's death. Income shall be paid to my spouse at least quarterly or at more frequent intervals if such is feasible in the discretion of the Trustee.
- (b) Payment of Taxes Upon Spouse's Death. Upon the death of my spouse, the Trustee (if so requested by the Executor of my spouse's estate) shall pay all or part

of any estate, inheritance and succession taxes imposed upon my spouse's estate, or imposed upon any beneficiaries thereof or of this Marital Trust, as a result of the inclusion of the Marital Trust in my spouse's estate for tax purposes. Such taxes shall be computed on a marginal (rather than an average) basis and shall be equal to the amount by which the total of such taxes exceeds the total taxes which would have been payable if the value of the Marital Trust had not been included in my spouse's gross estate for tax purposes.

- (c) Disposition of Trust Assets Upon Spouse's Death; Establishment of Family Lifetime Trusts for Each of My Children and for my Stepchild. Upon the death of my spouse (or upon my death if my spouse predeceases me) and after the payment of taxes, as provided above, the Marital Trust shall be divided into six (6) separate and equal trusts, to be known as the Terri Patterson Harris Family Lifetime Trust (Non-GST Exempt), the Armetria Patterson Oliver Family Lifetime Trust (Non-GST Exempt), the Stephanie Michelle Patterson Watts Family Lifetime Trust (Non-GST Exempt), the Kendra Alyse Patterson Family Lifetime Trust (Non-GST Exempt), the Noelle Veronica Patterson Family Lifetime Trust (Non-GST Exempt) and the Frederika G. Petway Family Lifetime Trust (Non-GST Exempt). The Family Lifetime Trusts shall be held, administered and distributed according to the following terms:

- (1) Disposition of Trust Income During Life of Child. During the life of a child (which term shall include my stepchild, Frederika G. Petway, for purposes of the provisions of this subparagraph 12(c)) of mine for whom a trust is named, the income of the trust named for such child, in the discretion of the Trustee, shall be

- (A) Paid to Child. Paid over in whole or in part to or for the benefit of such child of mine in order to provide for such child's health, maintenance and support in such child's accustomed manner of living; or
- (B) Accumulated. Accumulated in whole or in part and added to the corpus of such child's trust.

In exercising its discretion with respect to the distribution of income from the trust, the Trustee is directed to give first consideration to the child of mine for whom the trust is named (after taking into account the other sources of income and support available to or for the benefit of such child).

- (2) Child's Testamentary General Power of Appointment. Each child of mine for whom a trust is named shall have the general power, exercisable only by specific reference to this power in such child's Last Will and Testament, to appoint the income and corpus of the trust named for such

child, in whole or in part, to and among any or all of the members of a class consisting of the creditors of such child's estate, such child's issue, such child's siblings, and the issue of such child's siblings, in such amounts and proportions and in such interests and estates, whether outright or in lesser estates, or in trust or otherwise, as such child may direct.

- (3) Payment of Taxes Upon Child's Death. Upon the death of a child of mine for whom a trust is named, the Trustee of the trust named for such child shall (if so requested by the Executor of such deceased child's estate) pay all or part of any estate, inheritance and succession taxes imposed upon such deceased child's estate, or imposed upon any beneficiaries thereof or of the trust named for such child, as a result of the inclusion of the trust in such child's estate for tax purposes. Such taxes shall be computed on a marginal (rather than an average) basis and shall be equal to the amount by which the total of such taxes exceeds the total taxes which would have been payable if the value of such trust had not been included in such deceased child's gross estate for tax purposes.
- (4) Disposition of Trust Assets Upon Child's Death. Upon the death of a child of mine for whom a trust is named, or upon my death if such child predeceases me, the trust named for such child of mine shall vest indefeasibly in such deceased child's issue then living, per stirpes; and each beneficiary shall receive distribution of one-third (1/3) of the then remaining balance of his or her share upon attaining thirty (30) years of age, one-half (1/2) of the then remaining balance of his or her share upon attaining thirty-five (35) years of age, and the full then remaining balance thereof upon attaining forty (40) years of age. If such child has no issue then living, then such child's trust shall be added in equal shares to the corpus of the trusts named for my other named children and shall be held, administered and distributed in accordance with the terms thereof. If a beneficiary in whom a share of a trust has vested indefeasibly under the terms of this subparagraph dies before attaining forty (40) years of age, then upon the death of such beneficiary his or her share of the trust shall be distributed to such beneficiary's estate. Prior to the distribution of each beneficiary's share of a trust under this subparagraph, the income from such share shall be paid over in whole or in part to or for the benefit of each such beneficiary, or shall be accumulated in whole or in part and added to the corpus of such share as may be appropriate, in the sole discretion of the Trustee, to provide for such beneficiary's adequate support, maintenance and education.

13. Encroachments on Corpus.

- (a) For Spouse. I direct that if at any time or times during the life of my spouse the Trustee in its discretion be of the opinion that it is necessary to encroach upon the corpus of any trust created herein of which my spouse is an income beneficiary in order to provide adequately and properly for the maintenance of my spouse in health and reasonable comfort and the support of my spouse in my spouse's accustomed manner of living (after taking into consideration my spouse's other sources of income and means of support), then the Trustee is authorized to encroach upon the corpus of any such trust to the extent which the Trustee shall in its discretion determine necessary or proper, this power to be a continuing one.
- (b) For Other Beneficiaries. If at any time or times the Trustee in its discretion be of the opinion that it is necessary to encroach upon the corpus of any trust established herein in order to provide adequately and properly for the maintenance in health and reasonable comfort, support in the accustomed manner of living, and education, including college and professional education, of a person (other than my spouse) who is a permissible recipient of income therefrom at the time the encroachment is to be made, then the Trustee is authorized to encroach upon the corpus of any such trust to the extent which the Trustee deems necessary or proper for such purpose (after first taking into consideration such beneficiary's income, capital resources, and the other sources of support for such beneficiary, as well as the ability of such beneficiary to provide for his or her own needs), this power to be a continuing one. Any encroachments made from a trust at a time when the income therefrom may in the Trustee's discretion be accumulated or sprinkled disproportionately among various beneficiaries shall be charged against the particular trust estate as a whole and shall not be charged against the share of any beneficiary. Any other encroachments shall be charged against the shares of the beneficiaries for whom such encroachments are made.

14. Spendthrift Provisions. No part of any trust herein created, nor the income therefrom, is to be subject to execution or other legal process for any obligation of any beneficiary or subject to the claims of creditors of any beneficiary in any manner, nor shall any beneficiary have the power to sell or mortgage or encumber same, or any part thereof, nor anticipate the same, or any part thereof, by assignment or otherwise, except as expressly authorized by any powers of appointment contained herein.

15. Compliance with Rule Against Perpetuities. Notwithstanding anything herein to the contrary, no trust herein created shall continue beyond twenty-one (21) years after the death of the survivor of my spouse and those of my issue who are living at the time of my death; and at such time any trust created hereunder which is still in existence shall immediately terminate and the properties therein shall be distributed to the beneficiaries thereof irrespective of their ages, per stirpes.

16. Simultaneous Death. In the event my spouse and I shall die simultaneously, or under circumstances which make it difficult to determine which of us died first, I direct that I shall be deemed to have survived my spouse for the purposes of this instrument, and I direct further that the provisions of this instrument shall be construed upon that assumption, irrespective of any provision of law establishing a contrary presumption or requiring survivorship for a fixed period as a condition of taking property by inheritance.
17. GST-Exempt Trusts for Certain Children. The GST-Exempt Trusts named for my following named children: Terri Patterson Harris, Arnetria Patterson Oliver, Stephanie Michelle Patterson Watts and Kendra Alyse Patterson, as provided in paragraph 7 above shall be held, administered and distributed in accordance with the following terms:
- (a) Disposition of Income During Life of Child. During the life of each child of mine for whom a trust is named, the income of the trust named for such child, in the discretion of the Trustee, shall be
- (1) Paid to Child. Paid over in whole or in part to or for the benefit of such child of mine in order to provide for such child's education or maintenance in health and reasonable comfort; or
- (2) Paid to Child's Issue. Paid over in whole or in part to or for the benefit of any or all of such child's issue, in order to provide for their maintenance, health and education, with no requirement of equalization among beneficiaries; or
- (3) Accumulated. Accumulated in whole or in part and added to the corpus of such child's trust.

In exercising its discretion with respect to the distribution of income from the trust, the Trustee is directed to give first consideration to the child of mine for whom the trust is named (after taking into account such child's other sources of income and means of support).

- (b) Child's Testamentary Limited Power of Appointment. Each child of mine for whom a trust is named shall have the power, exercisable only by specific reference to this power in such child's last will and testament, to appoint the corpus and income of the trust named for such child, in whole or in part, to and among any or all of the members of a class consisting of such child's issue, such child's siblings and the issue of such child's siblings. This power may be exercised in such amounts and proportions and in such interests and estates, whether outright or in lesser estates, or in trust or otherwise, as such child may designate; but such child shall have no power to appoint any part of the trust in such way as to benefit, directly or indirectly, such child, such child's estate, such child's creditors, or the creditors of such child's estate.

- (c) Disposition of Trust Assets Upon Child's Death. Upon the death of a child of mine for whom a trust is named, the trust named for such child shall (to the extent not appointed by the exercise of any power of appointment herein conferred) vest indefeasibly in such child's issue then living, per stirpes; and each beneficiary shall receive distribution of one-third (1/3) of the then remaining balance of his or her share upon attaining thirty (30) years of age, one-half (1/2) of the then remaining balance of his or her share upon attaining thirty-five (35) years of age, and the full then remaining balance thereof upon attaining forty (40) years of age. If such child has no issue then living, then such trust shall be added to the corpus of the GST-Exempt Trusts named for my other named children and shall be held, administered and distributed in accordance with the terms thereof. If a beneficiary in whom a share of the trust has vested indefeasibly under the terms of this subparagraph dies before attaining forty (40) years of age, then upon the death of such beneficiary his or her share of the trust shall be distributed to such beneficiary's estate. Prior to the distribution of a trust under this subparagraph, the income from each beneficiary's share shall be paid over in whole or in part to or for the benefit of each such beneficiary, or shall be accumulated in whole or in part and added to the corpus of such beneficiary's share as may be appropriate, in the sole discretion of the Trustee, to provide for such beneficiary's adequate support, maintenance and education.

18 Lifetime Trusts for Certain Children. The Lifetime Trusts named for my following named children: Terri Patterson Harris, Arnetria Patterson Oliver, Stephanie Michelle Patterson Watts and Kendra Alyse Patterson, as provided in paragraph 8 above, shall be held, administered and distributed in accordance with the following terms:

- (a) Disposition of Trust Income During Life of Child. During the life of a child of mine for whom a trust is named, the income of the trust named for such child, in the discretion of the Trustee, shall be
- (1) Paid to Child. Paid over in whole or in part to or for the benefit of such child of mine in order to provide for such child's health, maintenance and support in such child's accustomed manner of living; or
 - (2) Accumulated. Accumulated in whole or in part and added to the corpus of such child's trust.

In exercising its discretion with respect to the distribution of income from the trust, the Trustee is directed to give first consideration to the child of mine for whom the trust is named (after taking into account the other sources of income and support available to or for the benefit of such child).

- (b) Child's Testamentary General Power of Appointment. Each child of mine for whom a trust is named shall have the general power, exercisable only by specific reference to this power in such child's Last Will and Testament, to appoint the

income and corpus of the trust named for such child, in whole or in part, to and among any or all of the members of a class consisting of the creditors of such child's estate, such child's issue, such child's siblings, and the issue of such child's siblings, in such amounts and proportions and in such interests and estates, whether outright or in lesser estates, or in trust or otherwise, as such child may direct.

- (c) Payment of Taxes Upon Child's Death. Upon the death of a child of mine for whom a trust is named, the Trustee of the trust named for such child shall (if so requested by the Executor of such deceased child's estate) pay all or part of any estate, inheritance and succession taxes imposed upon such deceased child's estate, or imposed upon any beneficiaries thereof or of the trust named for such child, as a result of the inclusion of the trust in such child's estate for tax purposes. Such taxes shall be computed on a marginal (rather than an average) basis and shall be equal to the amount by which the total of such taxes exceeds the total taxes which would have been payable if the value of such trust had not been included in such deceased child's gross estate for tax purposes.
- (d) Disposition of Trust Assets Upon Child's Death. Upon the death of a child of mine for whom a trust is named, or upon my death if such child predeceases me, the trust named for such child of mine shall vest indefeasibly in such deceased child's issue then living, per stirpes; and each beneficiary shall receive distribution of one-third (1/3) of the then remaining balance of his or her share upon attaining thirty (30) years of age, one-half (1/2) of the then remaining balance of his or her share upon attaining thirty-five (35) years of age, and the full then remaining balance thereof upon attaining forty (40) years of age. If such child has no issue then living, then such child's trust shall be added in equal shares to the corpus of the trusts named for my other named children and shall be held, administered and distributed in accordance with the terms thereof. If a beneficiary in whom a share of a trust has vested indefeasibly under the terms of this subparagraph dies before attaining forty (40) years of age, then upon the death of such beneficiary his or her share of the trust shall be distributed to such beneficiary's estate. Prior to the distribution of each beneficiary's share of a trust under this subparagraph, the income from such share shall be paid over in whole or in part to or for the benefit of each such beneficiary, or shall be accumulated in whole or in part and added to the corpus of such share as may be appropriate, in the sole discretion of the Trustee, to provide for such beneficiary's adequate support, maintenance and education.

19. Resignation, Removal and Appointment of Trustees.

- (a) Resignation. Any Trustee shall have the right to resign as Trustee upon thirty (30) days' prior written notice to the then income beneficiaries, such notice to be given to the natural or legal guardian or conservator of any beneficiary who is under a legal disability.

- (b) Designation of Co-Trustee. Subject to the limitation on the number of trustees as described below, any individual who is serving as a Trustee of any trust established herein may appoint one or more persons or entities to serve as Co-Trustee of such trust, provided that if there are already one or more Co-Trustees then serving, then no appointment of an additional Co-Trustee shall be effective without the prior written consent of all of the other then acting Co-Trustees. Such Trustee may make this appointment at any time during such Trustee's life, and any such appointment shall become effective at such time as may be specified in the appointment and upon such Co-Trustee's written acceptance of the duties of the Trustee hereunder. Such appointment shall be made in writing with written notice thereof to be provided to all persons who are permissible recipients of income at the time the appointment is made. Any such Co-Trustee shall be subject to the removal powers described below.
- (c) Beneficiaries' Right to Remove Trustee. A majority of the persons who are permissible recipients of income from each trust established herein shall have the right and authority at any time or times to remove any Trustee or successor Trustee of any such trust, such right to be exercised by the natural or legal guardian or conservator of any beneficiary who is under a legal disability. If a Trustee is removed pursuant to the provisions of this subparagraph, a successor Trustee must be appointed in accordance with the provisions of subparagraph (d) below.
- (d) Appointment of Successor Trustees.
- (1) Power of Trustee to Designate Successor Trustee. Subject to the limitation on the number of Trustees as described below, any Trustee may designate one or more persons or entities to serve as the Trustee's immediate successor in the event the Trustee ceases to serve as a Trustee, provided that if there is a Co-Trustee immediately prior to the time the Trustee ceases to serve as a Trustee, then no more than one such designated successor Trustee may serve as such Trustee's immediate successor without the prior written consent of the other Co-Trustees. The Trustee may make this designation at any time (including, in the case of a Trustee who is an individual, by such individual Trustee's Last Will and Testament), and any such designation made by the Trustee may be changed from time to time and shall only become effective upon the Trustee's ceasing to serve as a Trustee for any reason. Any such successor Trustee shall be subject to the removal powers described above.
- (2) Beneficiaries' Right to Appoint Corporate Trustee. If there is at any time a vacancy in the office of Trustee and such vacancy is not filled pursuant to the above provisions, then the person or persons having the power to exercise the right to remove Trustees of such trust under the above provisions shall have the right (but not the obligation) to appoint a

successor Trustee in place thereof, provided that any such successor Trustee appointed by such person or persons must be a bank or a trust company (which shall not be required to be a Tennessee corporation) having assets then under management in a fiduciary capacity of at least two hundred fifty million dollars (\$250,000,000.00).

- (3) Appointment of Trustee by Court. If there is at any time a vacancy in the office of Trustee and such vacancy is not filled pursuant to the above provisions, then the successor Trustee shall be one or more persons and/or entities as may be designated by such court as may have jurisdiction over the trust.
- (e) Legal Capacity of Trustee. An individual serving as a Trustee of any trust established herein shall cease to serve as such Trustee whenever such individual is not of legal capacity. An individual shall be presumed to be "not of legal capacity" if such individual is by reason of illness or mental or physical disability unable to give prompt and intelligent consideration to such individual's financial matters, as certified in a writing signed by the physician regularly attending such individual, if any, otherwise by a physician who has examined such individual.
- (f) Powers. Any successor Trustee shall by virtue of its appointment succeed to all of the rights, powers and duties conferred and imposed upon the Trustee herein named.
- (g) Bond. No bond or other security shall be required of any successor Trustee.
- (h) No Termination Fee. No Trustee serving as Trustee of a trust established herein shall be entitled to a termination fee in the event such Trustee is removed or otherwise ceases to serve as Trustee, unless such a termination fee has been expressly (and not by implication) agreed to in writing by the person or persons who appointed the Trustee.
- (i) Number of Trustees. At no time shall there be more than five Trustees of any trust established herein.

20. Powers of Trustee.

- (a) In General. In addition to all powers given under applicable law, the Trustee shall have all the powers enumerated in Section 35-50-110, Tennessee Code Annotated as in force on the date of the establishment of this trust; and the introductory paragraph and all subparagraphs thereof, to the extent not inconsistent with the express provisions hereof, are hereby incorporated herein by reference, except that subparagraphs 1 through 4 of such Section shall not apply to the Trustee.
- (b) Special Trustee Provisions Applicable to Merrill Lynch Trust Company, FSB. In order to enable Merrill Lynch Trust Company, FSB, a federally chartered savings

bank, to take advantage of the expertise and experience of its affiliates and to properly effectuate and discharge its duties as Trustee, and to provide for Merrill Lynch Trust Company, FSB's compensation, the provisions set forth on Exhibit A attached hereto are incorporated by reference in this document. To the extent that said provisions differ or are inconsistent with any provision of this document, the terms of Exhibit A shall control.

- (c) Protection of Marital Deduction. With respect to any Marital Trust, my spouse shall have the power to require the Trustee to convert property which is not productive of income into income-producing property within a reasonable time. In no event shall the Trustee of any Marital Trust have any power which would invalidate the marital deduction for federal or state estate or inheritance tax purposes.
- (d) Facility of Payment. Whenever income may be paid to a beneficiary or whenever the Trustee encroaches upon the corpus of the trust for the benefit of a beneficiary, such income or corpus may be paid to such beneficiary directly or to anyone else for the use or benefit of such beneficiary, irrespective of the age or mental competency of the beneficiary, as the Trustee deems proper, and the receipt of the person to whom the payments are made shall be a sufficient acquittance for the Trustee. Such payments may be made without the intervention of any guardian or the approval of any court.
- (e) Division of Assets. At any time when it shall become necessary to divide assets among or within any trusts herein created, or to distribute any of said assets, such division or distribution shall be made in such manner as the Trustee deems proper and may be made in cash or in kind, or partly in cash and partly in kind. Further, in making distribution of trust assets the Trustee shall not be required to distribute a particular asset pro rata to all beneficiaries entitled to receive a distribution, and the Trustee may make division and distribution of trust assets without regard to the basis of such assets for Federal or State income tax purposes.
- (f) Power to Deal With Related Parties. The Trustee shall have the power to enter into sales, loans and other transactions with related parties, including any trustee in his individual capacity, beneficiaries of the trust and fiduciaries of other trusts benefiting such beneficiaries, but any such transactions must be at fair market value and otherwise on the same terms and at the same prices at which such transactions would be conducted if the parties were unrelated.
- (g) Consolidation of Trusts. The Trustee shall have the power to combine any trust hereunder (other than any Marital Trust) with any other trust having substantially similar terms and provisions if the Trustee reasonably determines that such consolidation is consistent with my intent, would facilitate administration of the trusts, and would be in the best interest of all beneficiaries and not materially impair their respective interests.

(h) Limitations on Trustee's Powers.

- (1) Limitation on Trustee's Power to Discharge Legal Obligations of One Beneficiary to Another. In no event shall the Trustee have any power to distribute income or corpus of a trust to or for the benefit of a beneficiary if such distribution would discharge any legal obligation which one beneficiary might have to another beneficiary (including obligations of support). Accordingly, no distribution shall be made to or for the benefit of any child whose parent is a beneficiary of the trust and is obligated to support such child, unless such child (or his or her guardian or conservator in the case such child is a minor or is under another legal disability) signs and delivers to the Trustee a receipt confirming that the property so distributed will not be used to discharge the parent's legal obligation to support such child.
- (2) Limitation on Trustee's Power to Discharge Trustee's Obligations. In no event shall the Trustee have the authority to exercise any power given to the Trustee for the purpose of discharging any obligation which the Trustee might have, including obligations of support.

21. Statement of Intent Regarding Certain Real Estate. Notwithstanding anything to the contrary contained herein, upon my death, I direct that to the extent consistent with the more specific instructions described in this Agreement with respect to allocating portions of the trust estate between the various beneficiaries, that the Trustee allocate all of my interest in all of my real property which is not otherwise specifically passing under some other provision of this Agreement first to the GST-Exempt Trusts for certain of my children as established in paragraph 7 hereof and next, if any, to the Lifetime Trusts for certain children of mine as established in paragraph 8 hereof. These distributions shall be based on the fair market value of the assets of my estate as finally determined for Federal Estate Tax purposes.
22. Statement of Intention Regarding Florida Residence. As my spouse and my children are fully aware, I purchased my residence in Florida for the purpose of providing a vacation residence for use by my entire family, and it has served this purpose more than adequately to date. It is my desire that the residence continue to be used for this purpose after my death. Accordingly, I direct that my children, or the trustee of the trusts established for their benefit hereunder, shall coordinate the usage of the condominium so that each such child and their respective families may enjoy the use of the residence.
23. Miscellaneous.
 - (a) Adopted Persons Included. For all purposes under this instrument, persons who are adopted prior to attaining twenty-two (22) years of age shall be deemed to be persons who are natural-born descendants of the persons adopting them.

- (b) "Per Stirpes" Distributions. Whenever property is to be divided "per stirpes" among the then living issue of an individual, said property shall be divided into as many equal shares as there are children of that individual then living and children of that individual then deceased with issue then living, and each share for the then living issue of each deceased child shall be redivided in the same manner into shares for that deceased child's then living issue.
- (c) Supplemental Information: Exercise of Limited Powers of Appointment. Whenever a person is given a power of appointment that may not be exercised in favor of the person, the person's creditors, the person's estate, or the creditors of the person's estate, such power shall not be exercisable for the purpose of discharging any legal obligation of said person (including obligations of support), and the Trustee shall not be authorized to deliver any portion of the trust to an appointee unless the appointee (or the appointee's guardian in the case of a minor) signs and delivers to the Trustee a receipt confirming that the property so received will not be used to provide for the support of the appointee (if said person is obligated to support the appointee) or otherwise to discharge any legal obligation which such person has to such appointee.

24. Revocable Trust. I hereby expressly reserve the power, by signed instruments delivered to the Trustee during my life, to revoke this agreement in whole or in part, and to amend it from time to time in any respect, except that the duties and compensation of the Trustee shall not be materially changed by any amendment without the Trustee's written approval.

IN WITNESS WHEREOF, I have hereunto subscribed my name on the day and year first above written.


THEODORE PATTERSON

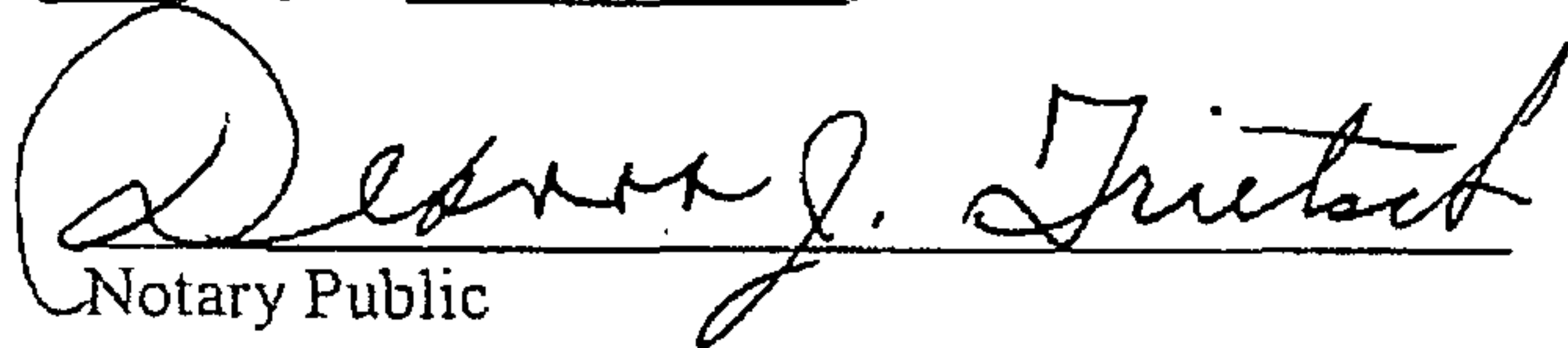
THEODORE PATTERSON, named in the foregoing instrument as Trustee, has hereunto signed this instrument to evidence his acceptance of the foregoing Trust in accordance with the foregoing agreement, on the day and year first above written.


THEODORE PATTERSON

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Deanna J. Trietsch, a Notary Public,
THEODORE PATTERSON, with whom I am personally acquainted, and who acknowledged
that he executed the within instrument as Grantor and as Trustee for the purposes therein
contained.

WITNESS my hand, at office, this 15th day of November, 2002.


Notary Public

My Commission Expires:
7/30/05

GH 10/23/02 /gh

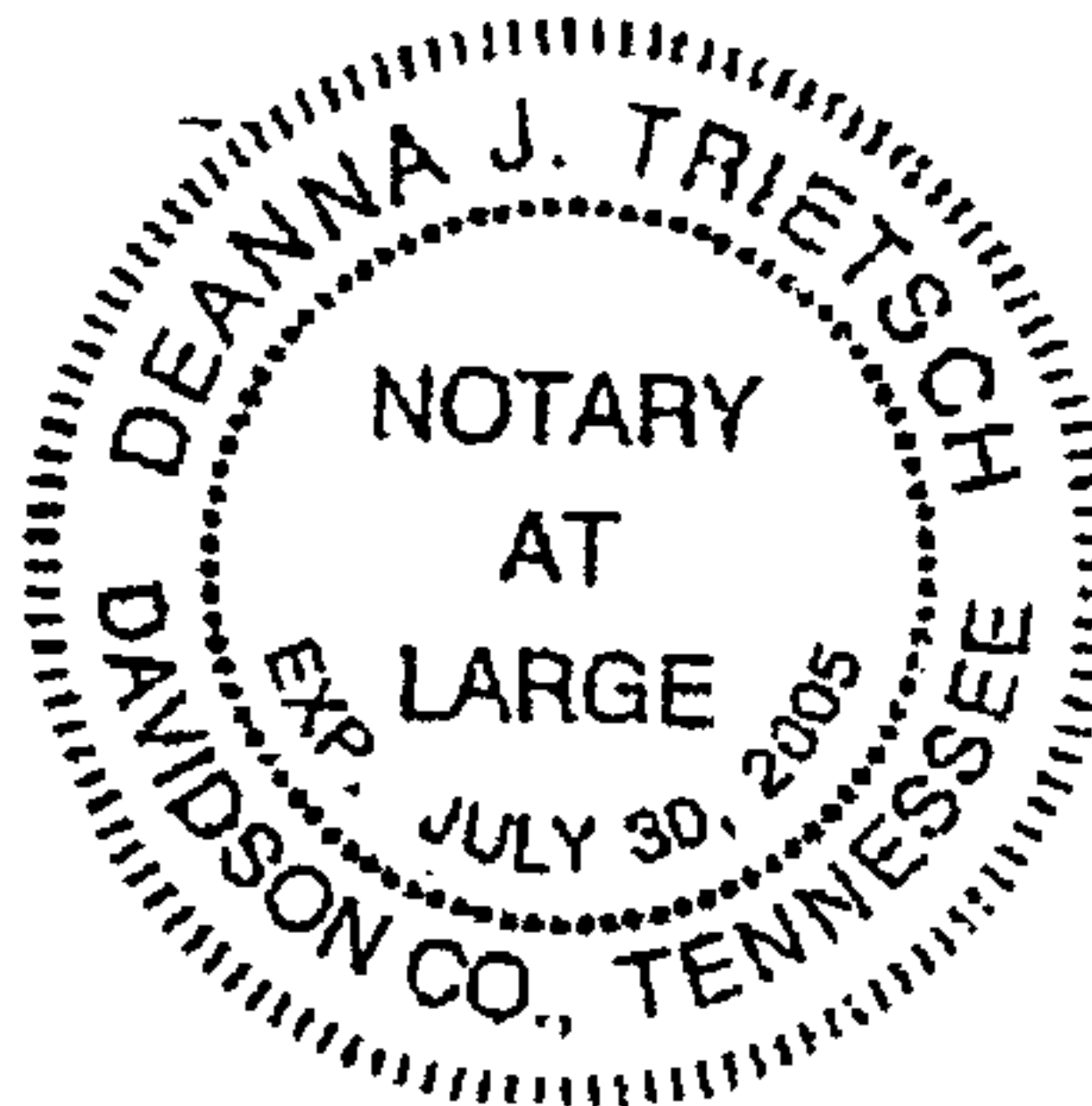


EXHIBIT A

PROVISIONS REQUIRED FOR ALL REVOCABLE TRUSTS UNDER AGREEMENT (MERRILL LYNCH TRUST COMPANY, FSB SUCCESSOR TRUSTEE)

Powers of Merrill Lynch Trust Company, FSB Regarding Affiliates. Merrill Lynch Trust Company, FSB shall have the following specific powers as to trust property and may exercise the same in its sole and absolute discretion without Court order or approval:

- (a) To engage any corporation, partnership or other entity affiliated with Merrill Lynch Trust Company, FSB, a federally chartered savings bank, (an "Affiliated Entity") to render services to any trust hereunder, including, without limitation:
 - (i) To manage or advise on the investments of such trust on a discretionary or nondiscretionary basis.
 - (ii) To act as a broker or dealer to execute transactions, including the purchase of any securities currently distributed, underwritten or issued by an Affiliated Entity, at standard commission rates, markups or concessions and to provide other management or investment services with respect to such trust, including the custody of assets and to pay for any such services from trust property, without reduction for any compensation paid to Merrill Lynch Trust Company, FSB for its services as Trustee.
- (b) To invest in mutual funds offered by an Affiliated Entity or to which an Affiliated Entity may render services and from which an Affiliated Entity receives compensation.
- (c) To retain or sell the trust property, including any securities issued by Merrill Lynch & Co., Inc., and to invest and reinvest the same in all forms of property, including, without limitation, stocks, bonds, mutual funds, notes, securities or other property, including securities issued by Merrill Lynch & Co., Inc.
- (d) To cause or permit all or any part of any trust hereunder to be held, maintained or managed in any jurisdiction and to hold any trust property in the name of its nominee or a nominee of any Affiliated Entity.

Indemnification. The Grantor agrees to indemnify and hold harmless Merrill Lynch Trust Company, FSB as Trustee and the Affiliated Entities from and against any and all claims, demands, losses, liabilities, damages and expenses, which may be sustained at any time because of any act or omission, including acts or omissions of ordinary negligence, occurring before the date the trust property was received by Merrill Lynch Trust Company, FSB. Merrill Lynch Trust Company, FSB is expressly relieved of any duty or responsibility to audit or review the actions or accounts of its predecessor and, further, is relieved from any liability for the acts or omissions of its predecessor, known or unknown.

Compensation of the Trustee. Merrill Lynch Trust Company, FSB, and any successor corporate Trustee, shall receive payment for its services in accordance with its schedule of rates in effect at the time such compensation becomes payable, without reduction, except to the extent required by applicable law, for any other fees or other compensation paid to Merrill Lynch Trust Company, FSB or an Affiliated Entity, including, but not limited to, such fees or other compensation paid by any mutual fund, unit investment trust or other investment vehicle, or an agent. Such compensation may be paid without Court approval.

Acceptance of Real Estate and Certain Trust Property. Merrill Lynch Trust Company, FSB shall not be deemed to have accepted title to, and shall not act or be obligated to act in any way as a Fiduciary with respect to, any real property, including any real property owned or operated by a sole proprietorship, general or limited partnership, limited liability company, or closely held corporation or any interest in any such business enterprise, which is or may become an asset of the trust until (i) an appropriate environmental audit is performed at the expense of the Grantor or the trust to determine that conditions at such real property or operations conducted by such business enterprise are in compliance with state and federal environmental laws and regulations affecting such real property or such business enterprise and (ii) Merrill Lynch Trust Company, FSB has accepted such property as an asset of the trust by a separate writing delivered to the Grantor, if living, or, if not, to the income beneficiary or beneficiaries of the trust (or their natural or legal guardians), and to the co-Trustee, if any.

Resignation of Trustee and Appointment of Successor Trustee. The Trustee may resign as Trustee of any trust hereunder at any time by written notice delivered to any co-Trustee(s) and to all beneficiaries to whom current trust income may or must then be distributed, or to the natural or legal guardians of such beneficiaries (the "Income Beneficiaries"). While revocable, the Grantor shall have the right to remove the Trustee of any trust hereunder by signed written notice delivered to the Trustee. If any trust hereunder shall become irrevocable, the co-Trustee or, if none is serving, a majority of the Income Beneficiaries shall have the right to remove the Trustee by signed written notice delivered to the Trustee. Such resignation or removal shall be effective upon the written appointment of a successor Trustee, other than the Grantor, an Income Beneficiary, or a related or subordinate party within the meaning of Section 672(c) of the Internal Revenue Code of 1986, as amended. A majority of the Income Beneficiaries shall have the power to appoint a successor Trustee, or in default of such appointment, the Trustee shall have the power to appoint an Affiliated Entity qualified to perform trust services as successor Trustee or shall petition the court to appoint its successor. All of the Trustee's fees and expenses (including reasonable attorneys fees) attributable to the appointment of a successor Trustee shall be paid by such trust. No bond or other security shall be required of the Trustee or any successor Trustee in any jurisdiction. Any successor Trustee shall have the same powers, authorities and discretions as though originally named as the Trustee.

Agency Cross Transactions. The Grantor understands and acknowledges that an Affiliated Entity of Merrill Lynch Trust Company, FSB may act as agent for the Trustee while also acting as agent for mutual funds offered by an Affiliated Entity or to which an Affiliated Entity may render services ("MLAM mutual funds") or for the MLAM mutual funds' principal underwriter or distributor. The Grantor further understands and acknowledges that such transactions may be considered "agency cross" transactions which would typically involve potential conflicts of interest, and in which the agent would ordinarily receive commissions on both sides of such transactions. However, the Grantor further understands that when Merrill Lynch Trust

PROVISIONS REQUIRED FOR ALL REVOCABLE TRUSTS UNDER AGREEMENT
(MERRILL LYNCH TRUST COMPANY, FSB SUCCESSOR TRUSTEE)

Company, FSB invests in MLAM mutual funds, all fund shares are purchased at net asset value and are not subject to the imposition of any front-end or contingent deferred sales charges, although money market funds may have annual Rule 12b-1 fees. THE GRANTOR CONSENTS TO THE AGENCY CROSS TRANSACTIONS DESCRIBED ABOVE AND UNDERSTANDS THAT SUCH CONSENT IS REVOCABLE. The person or persons having the power to remove the Trustee shall also have the power to revoke this consent. The Grantor also understands that if consent is revoked, Merrill Lynch Trust Company, FSB may resign as Trustee.

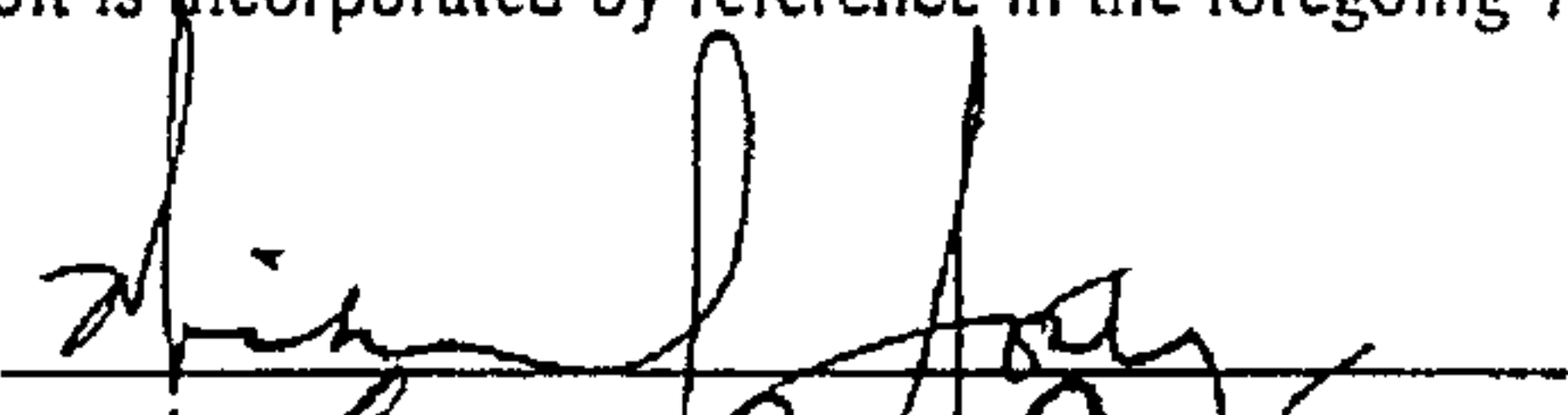
Other Powers. The Trustee shall have the power to employ, and to delegate any of its discretionary and nondiscretionary powers to agents, including, but not limited to, attorneys, investment advisors, appraisers or accountants as it deems necessary and proper and to pay for such services from the trust property.

Consults. (a) To utilize the Merrill Lynch Consults® Service ("Consults Service") or any other investment service offered by an Affiliated Entity in the management of the investment of the trust, without regard to any resulting increase in the compensation of Merrill Lynch Trust or an Affiliated Entity, and to designate the trust property to be managed through the Consults Service and appoint (and, from time to time, replace) the investment manager or managers, including an Affiliated Entity, for those assets; provided that during the Grantor's lifetime, Merrill Lynch Trust may, but need not, consider the wishes of the Grantor as to the selection of a manager.

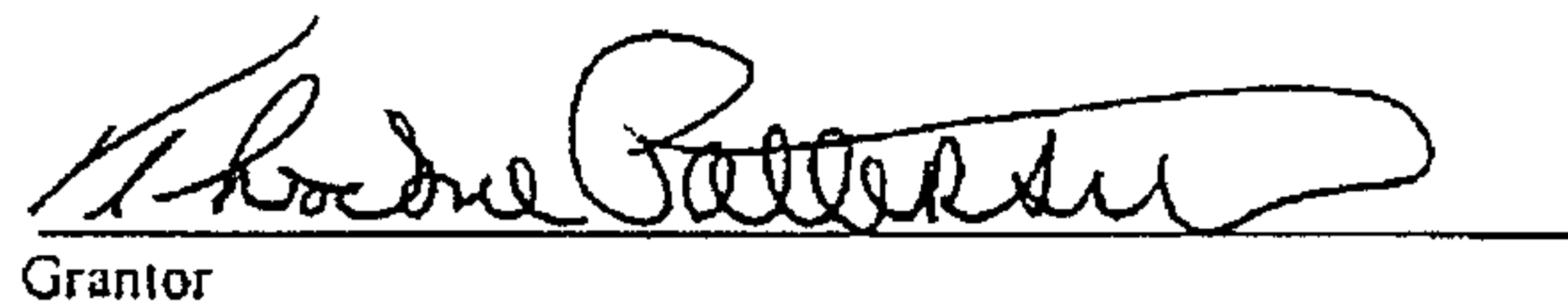
(b) To submit to arbitration any dispute with respect to the consults Service between the Trustee and any Consults Service investment manager, including an Affiliated Entity, or Merrill Lynch, Pierce, Fenner, & Smith Incorporated or any other investment service offered by an Affiliated Entity.

This Exhibit is incorporated by reference in the foregoing Trust Agreement, dated NOVEMBER 15, 2002.

Witness:



Witness:


Grantor

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Shelby Cnty Judge of Probate, AL
11/12/2004 13:43:00 FILED/CERTIFIED