

REVOCABLE TRUST AGREEMENT

THIS REVOCABLE TRUST AGREEMENT made and entered into this 15th day of JANUARY, 2005, by and between **JOAN L. SMITH**, a resident of Shelby County, Alabama, hereinafter sometimes referred to as "Grantor," and **REBECCA LYNN S. MARKGRAF**, hereinafter sometimes referred to as "the Trustee";

W I T N E S S E T H:

WHEREAS, Grantor desires to create a revocable trust to be known as the "Joan L. Smith Revocable Trust" as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and the other mutual covenants herein contained, Grantor does hereby assign, convey, transfer and deliver to the Trustee the property described in Exhibit A, attached hereto, and made a part hereof by reference.

TO HAVE AND TO HOLD the same and any other property, including any undistributed income, which the Trustee may hereafter at any time hold or acquire hereunder, IN TRUST, NEVERTHELESS, for the uses and purposes, upon the terms and conditions, and with the powers and duties hereinafter stated:

ARTICLE I

During Grantor's lifetime (except during any period of incompetency, whether by adjudication or by certification of a physician), Grantor shall have the sole right to be exercised

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from time to time by a writing or writings signed and acknowledged by Grantor, to be effective when delivered to the Trustee hereunder:

- (1) to revoke this instrument entirely and to receive from the Trustee all of the trust property remaining after making payment or provision for payment of all expenses connected with the administration of this trust to the date of revocation and with the termination thereof;
- (2) from time to time to amend this instrument in any particular; and
- (3) from time to time to withdraw from the operation of this trust any part or all of the trust property.

During any period of incompetency (as defined above) of Grantor, the guardian or conservator of Grantor or of Grantor's property shall not have any power to exercise any of the rights reserved to Grantor by the provisions of this Article.

ARTICLE II

1. Subject to the provisions of paragraph 2 of this Article, during the lifetime of Grantor, the Trustee shall dispose of the net income and principal of the trust as Grantor may direct the Trustee from time to time by an instrument or instruments in writing signed by Grantor and delivered to the Trustee.

2. If, in the opinion of the Trustee, Grantor becomes incapacitated through illness, age or other cause, the Trustee may, in the Trustee's absolute discretion, from time to time, while the Trustee believes such incapacity continues, apply all or any part of the net

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income or principal for the benefit of Grantor in such amount or amounts as the Trustee may determine without regard to the other means of Grantor.

3. Any net income in any year which is not disposed of by the terms of the preceding paragraphs of this Article shall be added to the principal of the trust.

4. The Trustee shall render an account of income and principal to Grantor annually, and Grantor's approval of said account shall as to all matters and transactions covered thereby be binding upon all who are then or who may thereafter become entitled to the income or principal.

ARTICLE III

Grantor may have the proceeds of policies of insurance on her life made payable to the Trustee hereunder. Grantor may deposit with the Trustee any policies of insurance insuring her life, but at any time before her death she shall have the right to withdraw any or all of them from the possession of the Trustee, to pledge or assign them, to change the beneficiaries and to receive any dividends, surrender values and all other payments of any kind on account of them. The Trustee shall take any steps necessary to enable Grantor to exercise any such rights. During the lifetime of Grantor the Trustee shall be under no obligation to pay premiums on any such policies.

ARTICLE IV

As used herein the term "trust fund" shall mean the principal of the trust as it existed at the time of Grantor's death, any undistributed or accrued income of the trust at the time of Grantor's death and any additions made to the trust by Grantor's will, by life insurance proceeds, by employee benefit plans or otherwise, but only to the extent that the same are includable in Grantor's gross estate for federal estate tax purposes.

ARTICLE V

Upon Grantor's death, the trust fund, plus any amounts payable to the Trustee which are not includable in Grantor's estate for federal estate tax purposes, shall be held or disposed of as follows:

1. If Grantor's daughter, Rebecca Lynn S. Markgraf, survives Grantor, the Trustee shall transfer, convey and pay over the trust fund to the Grantor's daughter, free of trust.

2. If Grantor's daughter, Rebecca Lynn S. Markgraf, does not survive Grantor, the following provisions shall be applicable:

A. If any issue of Grantor's daughter survives the Grantor, the Trustee shall divide the trust fund among such issue, per stirpes; and, with respect to each such issue entitled to a share or a portion of a share, the Trustee shall transfer, convey and pay over such share or portion thereof to such issue if he or she has attained the age of twenty-five (25) years at Grantor's death, otherwise the Trustee shall continue to hold

such share or portion of such share, in trust, nevertheless, for his or her benefit in accordance with the provisions of Article VI hereof.

B. If Grantor is not survived by any issue of Grantor's daughter, the trust fund shall be transferred, conveyed and paid over to Grantor's heirs determined in accordance with Alabama law.

ARTICLE VI

The following provisions shall govern each separate trust herein created for an issue of Grantor's daughter, such issue being herein called the "Beneficiary," and the Trustee is directed as follows:

1. The Trustee shall pay to or for the benefit of the Beneficiary so much, if any, of the net income or principal of the trust as the Trustee, in the Trustee's sole and absolute discretion, shall deem necessary or desirable for the Beneficiary's support, maintenance, health and education, it being Grantor's intention that all or part or none of the net income or principal may be paid to the Beneficiary. The Trustee shall consider all resources and income of or available to the Beneficiary from all sources reasonably known to the Trustee. The Beneficiary shall not have the right to require that any payment of income or principal be made under the provisions of this paragraph, the decision of the Trustee being final and binding. The Trustee shall be fully discharged with respect to all amounts of income and principal so paid to or for the benefit of the Beneficiary without obligation on the part of the Beneficiary to account therefor to

the Trustee or any person, firm or corporation. The net income or any part thereof not so paid shall be accumulated and added to and become a part of the principal of the trust.

2. The trust shall terminate on the first to occur of
 - A. The date the Beneficiary attains the age of twenty-five (25) years, or
 - B. The date the Beneficiary dies.

If the trust terminates on the date the Beneficiary attains the age of twenty-five (25) years, the Trustee shall transfer, convey and pay over, free of trust, the then remaining principal and undistributed income of the trust to the Beneficiary.

If the trust terminates on the date of the death of the Beneficiary, the Trustee shall transfer, convey and pay over, free of trust except as provided in Article VII or Article VIII hereof, the then remaining principal and undistributed income of the trust to the issue of the Beneficiary living at the termination of the trust, per stirpes; or, if no issue of the Beneficiary is living at the termination of the trust and if any issue of Grantor's daughter is living at the termination of the trust, to such issue, per stirpes; or, if no issue of Grantor's daughter is then living, to Grantor's heirs determined in accordance with Alabama law.

ARTICLE VII

If any person becomes entitled to any share of the principal or undistributed income of any trust herein created on its termination and if such person has any other property then held in trust for him or her under the provisions of this Agreement, his or her share in the trust so terminating shall not be transferred and paid over, free of trust, to him or her, but shall be

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added to, merged with and administered and disposed of like such other property so held in trust for him or her.

ARTICLE VIII

If any person becomes entitled to any share of the principal or undistributed income of any trust herein created on its termination, if such person does not have any other property then held in trust for him or her under the provisions of this Agreement and if such person shall not have attained the age of twenty-five (25) years, then though the share of such person in the trust so terminating shall then vest in him or her, his or her share in the trust so terminating shall not be transferred and paid over, free of trust, to him or her, and the Trustee shall continue to hold the same in trust for him or her until he or she shall attain the age of twenty-five (25) years, using and applying for his or her support, maintenance, health and education such part of the net income from his or her share of said trust so terminating and of the principal thereof as the Trustee deems necessary or desirable for said purposes; provided, however, if such person shall die prior to attaining the age of twenty-five (25) years, the Trustee shall transfer, convey and pay over, free of trust, the then principal and undistributed income from his or her share to his or her estate.

ARTICLE IX

The following provisions shall apply to each trust created at or after Grantor's death.

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1. Income payments which the Trustee is required to make to a beneficiary or beneficiaries shall be made at times fixed by the Trustee but at least as often as quarterly.

2. The Trustee is authorized, but not required, to mingle the trust property of the separate trusts held hereunder, allotting to each separate trust an undivided interest in the mingled funds.

3. If the happening of any future event may cause the ultimate vesting of any trust estate herein created or of any share therein to be extended under the provisions hereof to a time beyond that within which the same is required by law to become vested, then and in such event the trust as to said trust estate or as to such share therein shall continue only for as long a period of time as is allowed by law, at the end of which period the said trust as to said trust estate or as to such share therein shall thereupon be vested in and distributed to those persons at the expiration of such period enjoying the use and benefit of said trust estate or of such share therein in the proportion in which they are so enjoying the same, irrespective of their attained ages.

4. As to the net income or principal which by any of the provisions hereof may be payable to any person, he or she shall have no right or power, either directly or indirectly, to anticipate, charge, mortgage, encumber, assign, pledge, hypothecate, sell or otherwise dispose of same, or any part thereof, until same shall have been actually paid in hand to him or her by the Trustee. Nor shall such income, nor the principal or corpus of any trust estate nor any part of, or interest in, either of them be liable for or to any extent subject to any debts, claims or obligations of any kind or nature whatsoever or to any legal process in aid thereof, contracted or incurred by or for such person.

5. The whole or any part of the income or principal of any trust, payable to any beneficiary, who, in the opinion of the Trustee, is incapacitated through illness, age or other cause may, in the discretion of the Trustee, be paid to such beneficiary, or applied by the Trustee for the benefit of such beneficiary.

ARTICLE X

1. The Trustee shall hold and manage the property held at any time hereunder (all of which property for convenience will hereinafter be referred to as "trust estate") with the following powers and authority:

A. To retain and hold any property, including stocks, bonds or other securities, originally received by the Trustee as a part of the trust estate, irrespective of whether such property is a so-called "legal" investment of trust funds and irrespective of the relative proportion of the trust estate represented by any such property or part thereof;

B. To sell, exchange, transfer or convey, either before or after option granted, all or any part of the trust estate upon any terms and conditions, and to invest and reinvest the trust estate and the proceeds of sale or disposal of any portion thereof in any loans, stocks, bonds, puts, calls, straddles, forward sale contracts and other so-called derivative securities, or other securities, common trust funds, life insurance policies, mortgages, participations in mortgages, shares of regulated investment companies or trusts, or other property, real or personal, whether so-called "legal" investments of trust funds or not;

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

D. To borrow money from any lender, including the Trustee, for any purpose, with or without security or mortgage of any real estate or pledge of any personal property held by the Trustee hereunder;

E. To determine whether or to what extent receipts should be determined to be income or principal, whether or to what extent expenditures should be charged against principal or income, and what other adjustments should be made between principal or income by following the provisions of the Alabama Principal and Income Act, excluding Section 104 thereof, as the same shall exist from time to time, and in all instances in which such Act does not resolve questions relating to principal and income, to determine the same with due regard to the interest of the beneficiary then entitled to the income thereof;

F. To keep any property constituting a part of the trust estate properly insured against any hazards, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon said property, and generally to pay all the expenses of the trust incurred in the exercise of the powers herein vested in the Trustee;

G. To make divisions and distributions hereunder provided for either in cash or in kind, or partly in cash and partly in kind, and for that purpose to determine values thereof, and to determine the identity of persons entitled to take hereunder;

H. To hold any or all securities or other property constituting the trust estate in bearer form, in the name of the Trustee, or in the name of some other person, partnership or corporation without disclosing any fiduciary relation, and to mingle any or all of the property constituting the trust estate in investments with other property held in other trust estates;

I. To vote in person or by proxy, general or limited, upon all stocks, bonds or other securities constituting a part of the trust estate; to unite with other owners of similar property in carrying out any plan for the consolidation, merger, dissolution, or reorganization of any corporation or other business entity whose securities constitute a part of the trust estate; to exchange the securities of any corporation or other business entity constituting a part of the trust estate for other securities; to assent to the consolidation, merger, dissolution, recapitalization, liquidation or reorganization of any such corporation or other business entity; to sell or lease the property or any portion thereof of any such corporation or other business entity to any other corporation or other business entity; to pay all assessments, expenses and sums of money 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 stocks, bonds or other securities held by the Trustee

the same rights and powers as are or may be exercised by a person owning similar property in his own right;

J. To institute and defend any and all suits or legal proceedings relating to the trust estate in any court, and to compromise or submit to arbitration all matters of dispute in which the trust estate may be involved;

K. To execute and deliver any and all contracts, conveyances, transfers or other instruments, and to do any acts, including the employment of attorneys or agents, necessary or desirable in the execution of the powers herein vested in the Trustee;

L. To operate farms and woodlands with hired labor, tenants or sharecroppers, to acquire real estate, crop allotments, livestock, poultry, machinery, equipment, materials and any other items of production in connection therewith; to clear, drain, ditch, make roads, fence and plant part or all of such real estate, and to employ or enter into any practices or programs to conserve, improve or regulate the efficiency, fertility and production thereof; to improve, sell, auction or exchange crops, timber or other products thereof; to lease or enter into management, cutting, production or sales contracts for a term beyond the possible termination of the trust or for a less period; to employ the methods of carrying on agriculture, animal husbandry and silviculture which are in use in the vicinity of any of such real estate or which the Trustee deems otherwise appropriate; to make loans or advances at interest for production, harvesting, marketing or any other purpose hereunder, in any manner and upon any terms and conditions; and in general to take any action in such operation of farms and woodlands;

M. To drill, explore, test, mine or otherwise exploit oil, gas and other mineral or natural resources; to engage in absorption, repressuring, and other production, processing or secondary recovery operations; to install, operate and maintain storage plants and pipelines or other transportation facilities; to engage in any of the above activities directly under such business form as the Trustee may select or to contract with others for the performance of them; and to enter into and execute oil, gas and mineral leases, division and transfer orders, grants, farm-out, pooling or unitization agreements, and any other instruments or agreements in connection therewith;

N. To retain any business interest as shareholder, security holder, creditor, partner, proprietor or otherwise, even though it may constitute all or a large portion of the trust estate; to participate in the conduct of any business and take or delegate to others discretionary power to take any action with respect to its management and affairs which an individual could take as owner of the business, including the voting of stock, and the determination of all questions of policy; to execute partnership agreements and amendments thereto; to participate in any incorporation, reorganization, merger, consolidation, recapitalization, liquidation or dissolution of any business or any change in its nature; to invest additional capital in, subscribe to or buy additional stock or securities of, or make secured, unsecured or subordinated loans to any business with trust funds; to rely upon the reports of certified public accountants as to the operations and financial condition of any business, without independent investigation; to elect or employ, as directors, officers, employees or agents of any business, and compensate, any persons,

including a Trustee or a director, officer or agent of a Trustee; to deal with and act for any business in any capacity, including any banking or trust capacity and the loaning of money out of the Trustee's own funds, and to be compensated therefor; and to sell or liquidate any interest in any business; and

O. To use and expend trust income and principal to (i) conduct environmental assessments, audits and site monitoring; (ii) take all appropriate remedial action to contain, clean-up or remove any environmental hazard including a spill, discharge or contamination; (iii) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state or federal agency concerned with environmental compliance or a private litigant; (iv) comply with any local, state or federal agency order or court order directing an assessment, abatement or clean-up of any environmental hazard; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.

P. To enter into a partnership agreement or arrangement with others or accept the assignment of or otherwise acquire, hold and dispose of an interest in a partnership, and in so doing become either a general or a limited partner; in any such case, as to creditors of or claimants against such partnership and as to the other members of such partnership, the liability, if any, of the Trustee for the debts and other liabilities of the partnership, whether ex contractu or ex delicto or otherwise, shall be limited to the assets of the trust, or so much thereof as may be necessary to discharge such debts and

liabilities, but no personal liability shall attach to the Trustee or to the beneficial owners of the assets of the trust.

2. All powers given to the Trustee in this Article and elsewhere in this Agreement are exercisable by the Trustee only in a fiduciary capacity, and the Trustee shall not make any distribution to any beneficiary hereunder to discharge any obligation of support owed by the Trustee, as a parent, to any beneficiary hereunder.

ARTICLE XI

Other and additional property may, with the consent of the Trustee, be made subject to the terms of this Agreement by transferring and delivering the same to the Trustee with written instructions to hold the same subject hereto.

ARTICLE XII

After the death of Grantor, with respect to each separate trust under which the income may be paid out or accumulated in the discretion of the Trustee, the Trustee shall render annually an account of income and principal to the oldest person to whom such income could be paid, or to such person's guardian. The written approval of such person (or such person's guardian) shall as to all matters and transactions covered by said account be binding upon all who are then or who may thereafter become entitled to the income or principal, provided always, however, that nothing contained in this Article shall be deemed to give such person (or his guardian), acting in conjunction with the Trustee, the power to amend or revoke such trust.

ARTICLE XIII

1. During Grantor's lifetime or upon Grantor's death, if Grantor's daughter should fail or cease to serve as a Trustee because of death, incapacity, resignation or other cause, then and in any such event Grantor's son-in-law, Kurt W. Markgraf, shall serve as a Trustee in her stead.

2. Grantor's daughter and Grantor's son-in-law shall not be entitled to compensation for services rendered as a Trustee, but shall be entitled to reimbursement for all expenses reasonably incurred in the performance of the duties of a Trustee. No Trustee shall be required to give any bond or security. Any successor Trustee that is a professional fiduciary shall be entitled to reasonable compensation for services rendered as Trustee.

3. Any Trustee serving hereunder may resign as to any trust created hereunder at any time without assigning any cause or reason therefor and without action or approval of any court by an instrument of resignation which shall have attached to it either proof that a copy has been sent to, or acknowledgment of receipt of a copy from, Grantor's daughter, if she is then living and competent to act, otherwise from Grantor's son-in-law, if he is then living and competent to act, otherwise from the current beneficiary of such trust (or, if such beneficiary is a minor, his or her guardian or custodian) who is then living and competent to act.

4. Any successor Trustee to the Trustees named herein at any time serving as to any trust created hereunder may be removed at any time without any cause or reason being assigned therefor and without action or approval of any court by an instrument of removal executed by Grantor's daughter, if she is alive and competent to act, otherwise by Grantor's son-

in-law, if he is alive and competent to act, otherwise by the individual beneficiary of any such trust (or, if such beneficiary is a minor, his or her guardian or custodian) who is then living and competent to act.

5. If any Trustee resigns or is removed, then any successor Trustee named in paragraph 1 of this Article to succeed the resigned or removed Trustee shall so succeed the resigned or removed Trustee. If no successor is named in paragraph 1 to succeed the resigned or removed Trustee, then Grantor's daughter, if she is alive and competent to act, otherwise Grantor's son-in-law, if he is alive and competent to act, otherwise the beneficiary of any such trust (or, if such beneficiary is a minor, his or her guardian or custodian) who is then living and competent to act, may appoint a successor Trustee which shall be either (a) an individual other than the primary beneficiary of such trust, or a person who would be deemed a "related or subordinate party" in relation to the primary beneficiary of such trust under Section 672(c) of the Internal Revenue Code, as amended, or (b) a bank or trust company having trust powers and a capital and undivided surplus of at least Five Million Dollars (\$5,000,000). Any successor Trustee shall have and possess the same authorities, powers and discretions vested in the original Trustee.

6. Any instrument of resignation, removal or appointment shall be executed and acknowledged as required by law. In the case of a Trustee resigning or being removed, the instrument shall be filed with the original records of the trust. In the case of the appointment of a successor Trustee such instrument must be filed with the original records of the trust.

ARTICLE XIV

The Trustee is authorized, but not required, to deal with the personal representative of Grantor or with the trustee of any trust created by Grantor even though a Trustee hereunder is the personal representative or one of the personal representatives of the estate or the trustee or one of the trustees of the trust, any rule of law to the contrary being hereby expressly waived.

By way of illustration, the Trustee is authorized to purchase at a fair price securities and other property, real or personal, and to retain such purchased property as an investment. In addition, the Trustee is authorized to make loans out of the trust property, provided such loans are made on adequate security and for an adequate rate of interest.

ARTICLE XV

If the aggregate value of the assets available for the establishment of any trust created by this instrument after the death of Grantor shall be less than Fifty Thousand Dollars (\$50,000.00) at the time the trust is to be created or if during the administration of any trust or trusts hereunder the principal of such trust or trusts shall have a value of less than Fifty Thousand Dollars (\$50,000.00), the Trustee may (but need not) terminate such trust or trusts, and the assets which are in or would have been distributed to such trust or trusts shall be distributed instead to the current beneficiary such trust or trusts.

ARTICLE XVI

This trust shall be considered an Alabama trust, and all questions concerning the terms and validity of this Agreement and all questions relating to performance hereunder shall be governed by and resolved in accordance with the laws of the State of Alabama.

ARTICLE XVII

Rebecca Lynn S. Markgraf has joined in the execution of this instrument for the purpose of evidencing her consent to act as Trustee hereunder.

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Shelby Cnty Judge of Probate, AL
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20.

IN WITNESS WHEREOF, the undersigned, Joan L. Smith, as Grantor, and
Rebecca Lynn S. Markgraf, as Trustee, have joined in the execution of this instrument, in
duplicate, on the day and year herein first written.

JOAN L. SMITH, Grantor

REBECCA LYNN S. MARKGRAF, Trustee

WITNESSES:



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21.

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, PATRICIA ANGELE POCH-EMERY Notary Public in and for said
State and County, hereby certify that JOAN L. SMITH, whose name 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 said instrument, she executed the same voluntarily on the day the same bears
date.

Given under my hand this 25th day of January, 2005.

(SEAL)


NOTARY PUBLIC

My Commission Expires:

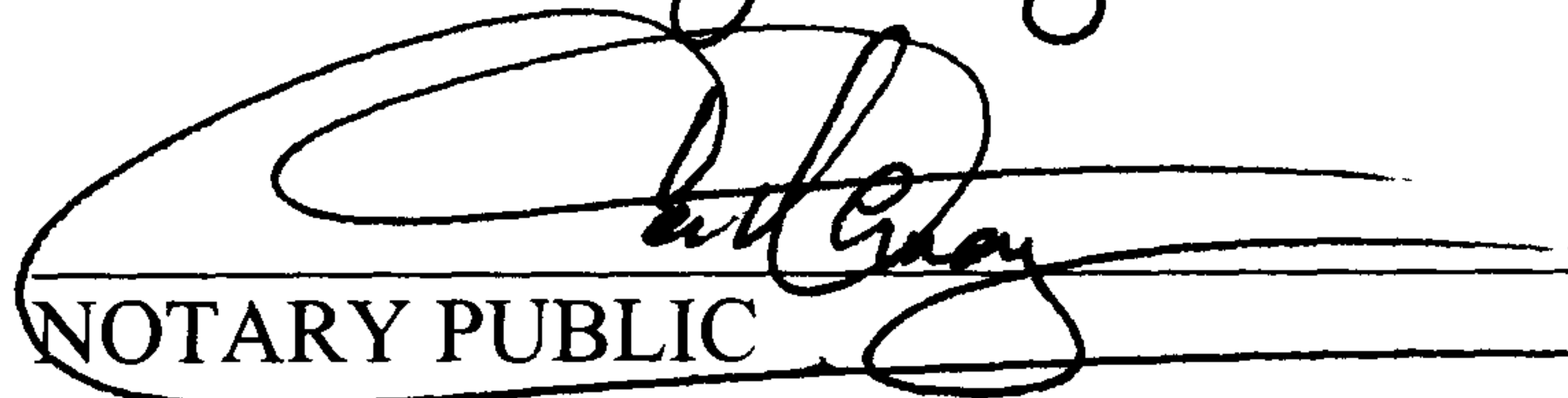
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 7, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, PATRICIA AUGÈLE POCH-EMORY, a Notary Public in and
for said State and County, hereby certify that REBECCA LYNN S. MARKGRAF, whose name
is signed to the foregoing instrument as Trustee and who is known to me, acknowledged before
me on this day that, being informed of the contents of said instrument, she executed the same
voluntarily on the day the same bears date.

Given under my hand this 25th day of January, 2005.

(SEAL)


NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 7, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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Shelby Cnty Judge of Probate, AL
04/15/2005 04:03:56PM FILED/CERT

EXHIBIT A TO THE JOAN L. SMITH REVOCABLE TRUST

1. Ten and no/100 dollars (\$10.00) cash.
2. Grantor's residence located at 59 Merrywood Circle, Birmingham, Alabama 35214, as evidenced by a warranty deed executed contemporaneously with this Trust Agreement.