

REVOCABLE LIVING TRUST

THIS REVOCABLE LIVING TRUST is made this 12th day of March, 2005, by Robert Harold Smith Jr. and Patricia Ann Smith, husband and wife, of 1007 Watersedge Circle, City of Birmingham, County of Shelby, State of Alabama, hereinafter referred to as the "Settlors", and Robert Harold Smith Jr. and Patricia Ann Smith, husband and wife, of 1007 Watersedge Circle, City of Birmingham, County of Shelby, State of Alabama, and Rotricia Rachelle Coley of Smyrna Georgia, hereinafter referred to as "Trustees".

The Settlors and Trustees recite and declare that:

- 1. By the execution of this instrument, the Settlors do hereby create a Revocable Living Trust that is referred to herein as the "Revocable Living Trust" or simply as the "Trust."
- 2. This Trust is created in the State of Alabama, and its validity, and construction shall be governed by the laws of the State of Alabama.
- 3. The Settlors are now the owners of the property described in Exhibit "A" that is attached hereto and incorporated herein by reference.
- 4. The Settlors desire to make provisions for the care and management of the property described in Exhibit "A", any property subsequently added to this Trust, the collection of the income therefrom and the disposition of both income and property in the manner herein provided.

This Trust is established for the primary benefit of Robert Harold Smith Jr. and Patricia Ann Smith and upon the death of the survivor of them, for the use and benefit of Rotricia Rachelle Coley, Robert Harold Smith III, Roderick Harold Nathan Smith, and Jason Barlow McKnight.

ITEM I TRANSFER IN TRUST

The Settlors do hereby convey, transfer and assign to the Trustees the property described in Exhibit "A" and referred to herein as the "Trust Estate", the receipt of which is hereby acknowledged, to hold in trust under the terms and conditions set forth in this Revocable Living Trust. The Settlors reserve the right at any time, to add to the principal of the Trust Estate created herein and any property so added shall be held, administered and distributed under the terms of this agreement. It is anticipated that at the time of either Settlor's death any property owned by the deceased Settlor not subject to this trust, shall be received by the Trustees as beneficiaries of the deceased Settlor's estate.

TRUSTEES AND FAMILY MEMBERS

The Settlor has the following living children: Rotricia Rachelle Coley, Robert Harold Smith III, Roderick Harold Nathan Smith, and Jason Barlow McKnight.

The persons named below shall act as Trustees in the following order of succession:

- A. Robert Harold Smith Jr. and Patricia Ann Smith as Co-Trustees.
- B. The surviving Settlor as sole Trustee.
- C. Rotricia Rachelle Coley.

A. Security

No bond or other security shall be required of the original Trustees or any successor Trustee to this Revocable Living Trust.

B. Compensation

The original Trustees hereunder and all successor Trustees shall be entitled to reasonable compensation for their services; provided, however, that only one fee shall be paid to and divided among Co-Trustees.

C. Liability of Trustees

A Trustee shall be liable for acts and omissions in accordance with the laws governing trustees in the State of Alabama. However a Trustee shall not be held liable for mistakes of fact prior to the actual knowledge or written notice thereof. This exemption from liability includes the performance of certain requirements, attainment of a certain age, death or any other event, where the happening of said event affects the distribution of income or principal of the Trust Estate.

D. Resignation and Succession of Trustees

A Trustee may resign at any time upon giving written notice to the Settlors thirty (30) days before such resignation shall take effect. If, at such time, the Settlors are deceased, notice shall be given to all of the then current, adult, competent beneficiaries and to a parent or a guardian, if any, of each minor or incompetent beneficiary of any trust created pursuant hereto. Those to whom such notice of resignation may be given shall unanimously designate a successor Trustee by written notice to the resigning Trustee within thirty (30) days after receipt of notice of resignation. In the event a successor Trustee shall not be appointed within thirty (30) days after the sole remaining Trustee gives notice of resignation, such Trustee shall have the right to secure the appointment of a successor by petitioning a court of competent jurisdiction, at the expense of the Trust Estate. The resigning Trustee shall transfer and deliver to the successor Trustee the then entire Trust Estate, and shall thereupon be discharged as Trustee of this Trust and shall have no further powers, discretions, rights, obligations or duties in reference to the Trust Estate. At the time the resignation becomes final, all powers, discretions, rights, obligations and duties of the resigning Trustee shall inure to, and be binding upon, such successor Trustee. Any successor Trustee is authorized to accept from any prior Trustee, the assets so delivered on the basis of the accounting therefore as submitted by the prior Trustee. The successor Trustee may accept same without requiring an audit or other independent accounting of the acts of the prior Trustee, and any successor Trustee shall have neither obligation nor liability for the acts or omissions of any prior Trustee.

E. Parties Dealing with Trustee

No person or business entity dealing with a Trustee hereunder, in any capacity whatsoever, shall be under any obligation whatsoever to see to the disbursing of money paid to a Trustee or to the due execution of this Trust in any particular. Such persons or entities shall be absolutely free from liability or responsibility in dealing with a Trustee on the same basis as though the Trustee were the absolute owner of the said property, without any conditions, restrictions or qualifications whatsoever.

ITEM III AMENDMENT AND REVOCATION

A. Power to Amend and Revoke

The Settlors reserve the right to amend or revoke this Revocable Living Trust at any time in whole or in part. Any amendment or revocation made by the Settlors pursuant to this Item shall be delivered in writing to the Trustees. Upon revocation, all trust property must be returned by the Trustees to the Settlors or in accordance with the Settlors' written instructions. The powers set forth in this Item shall be exercisable only by the Settlors, and not by any successor or appointee. This Trust shall become irrevocable upon the death of the surviving Settlor.

B. Attachment of Amendment

Unless an amendment to this Trust is physically attached hereto, or to a copy thereof, anyone dealing with the Trustees may assume that there are no such amendments.

ITEM IV ADMINISTRATIVE POWERS OF TRUSTEE

The powers described in this Item are in addition to any powers granted under applicable law or otherwise, and not in limitation of such powers, but subject to any rights and powers which may be reserved expressly by the Settlors in this Revocable Living Trust. The Trustee or Trustees of each trust established hereunder are authorized and empowered to exercise the following powers in their sole and absolute discretion:

A. To hold and retain any or all property, real, personal, or mixed, received from the Settlors, the Settlors' estates or from any other source, regardless of any law or rule of court relating to diversification, or non-productivity. A Trustee may retain such property for such time as the Trustee deems best, and may dispose of such property by sale, exchange, or otherwise, as and when deemed advisable. Notwithstanding this provision or any other contained herein, a Trustee shall be without power to sell or otherwise dispose of any interest in a closely-held business. A Trustee may, however, sell a closely-held business if all of the adult beneficiaries and the legal representatives of all minor beneficiaries have been consulted and have agreed to such sale or other disposition by an affirmative vote of a majority of such beneficiaries and representatives.

B. To sell, assign, exchange, transfer, partition and convey, or otherwise dispose of any property, real, personal or mixed, that may be included in or may at any time become part of the Trust Estate. Such dispositions may be made upon such terms and conditions as the Trustee deems advisable, at either public or private sale, including options and sales on credit and for the purpose of selling, assigning, exchanging, transferring, partitioning, or conveying the same. A Trustee may make, execute, acknowledge, and deliver any and all instruments of conveyance, deeds of trust, and assignments in such form and with such warranties and covenants as the Trustee deems expedient and proper. In the event of any sale, conveyance or other disposition of any part of the Trust Estate, the purchaser shall not be obligated in any way to

20050815000418190 2/11 \$46.00 Shelby Cnty Judge of Probate, AL 08/15/2005 11:06:18AM FILED/CERT confirm or be responsible for the application of the purchase money or other consideration passing in connection therewith.

- C. To invest and reinvest or leave temporarily uninvested any or all of the funds of the Trust Estate as the Trustee deems best in the sole discretion of the Trustee. This power applies to investments in stocks, common and preferred, and common trust funds without being restricted to those investments expressly approved by statute for investment by fiduciaries, and to change investments from realty to personalty, and vice versa.
- D. To lease any or all of the real estate that may be part of the Trust Estate, upon such terms and conditions as the Trustee deems advisable, irrespective of whether the term of the lease exceed the period permitted by law or the probable duration of any trust created hereby. A Trustee may review and modify such leases; for the purpose of leasing said real estate, and may make, execute, acknowledge and deliver any and all instruments in such form and with such covenants and warranties as the Trustee deems expedient and proper. A Trustee may also make any repairs, replacements, and improvements, structural and otherwise, to any property, and to charge the expenses therefrom in an equitable manner to principal or income, as deemed proper by the Trustee.
- E. To vote any stocks, bonds, or other securities at any meetings of stockholders, bondholders, or other security holders and to delegate the voting power to attorneys-in-fact or proxies under power of attorney, restricted or unrestricted. A Trustee may join in or become a party to any organization, readjustment, voting trust, consideration or exchange, and may deposit securities with any persons, and pay any fees incurred in connection therewith. Such fees may be charged to principal or income, as deemed proper by the Trustee. A Trustee may exercise all of the rights with regard to such securities that could be exercised by the absolute owner.
- F. To borrow money for any purpose in connection with the administration of any trust created hereunder. A Trustee may execute promissory notes or other obligations for amounts so borrowed, and may secure the payment of such amounts by mortgage or pledge of any real or personal property. A Trustee may renew or extend the time of payment of any obligation, secured or unsecured, payable to or by any Trust created hereunder, for such periods of time as deemed advisable by the Trustee.
- G. To compromise, adjust, arbitrate, sue, defend, abandon or otherwise deal with and settle claims in favor of or against the Trust Estate as a Trustee deems best and a Trustee's decision shall be conclusive. A Trustee, however, shall not be required to take any action until satisfactorily indemnified.
- H. To make distributions in cash or in kind, or partly in each, at valuations determined by a Trustee, whose decision as to such valuation shall be conclusive.
- I. To determine in a fair and reasonable manner whether any part of the Trust Estate, or any additions or increment thereto be income or principal, or whether any cost, charge, expense, tax, or assessment shall be charged against income or principal, or partially against income and partially against principal.
- J. To engage and compensate, out of principal or income or both, as equitably determined by a Trustee, agents, accountants, brokers, attorneys-in-fact, attorneys-in-law, tax specialists, realtors, clerks, custodians, investment counsel, and other assistants and advisors. A Trustee may delegate to such persons any discretion deemed proper by the Trustee, and may do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative, provided they were selected and retained with reasonable care.
- K. To apportion extraordinary stock and liquidation dividends between income and principal in such manner as shall fairly take into account the relative interests of the beneficiaries and to determine what constitutes such dividends.
- L. To hold and administer any trust created hereunder in one or more consolidated funds, in whole or in part, in which the separate trusts shall have undivided interests.
- M. To rely upon any affidavit, certificate, letter, note, telegraph, telephone conversation or any other communication believed by a Trustee to be sufficient and relevant to the terms and conditions of this Trust. A Trustee shall be protected and held harmless in all payments or distributions required to be made hereunder, if made in good faith and without actual notice or knowledge of the changed condition or status of any person or entity receiving payments or other distributions hereunder.
- N. To purchase property from either Settlor's estate, the trustees of any instrument executed by the Settlors during their lifetime or under their last wills in case their executors or trustees need cash or liquid or income-producing assets to pay taxes or other estate-related indebtedness. This power extends also to instances where such executors or trustees are in need of such property to properly exercise and discharge their discretion with respect to distributions to beneficiaries as provided for under such bills, declarations, or agreements. Such purchase may be in cash or may be in exchange for other property of this Trust, and a Trustee shall not be liable in any way for loss resulting to the Trust Estate by reason of the exercise of this authority.
- O. To make loans or advancements to the executor or representative of the Settlors or the trustees of any instrument executed by the Settlors or under the Settlors' last will and testament in case such



executors or trustees need cash for any reason. Such loans or advancements may be secured or unsecured, and a Trustee shall not be liable in any way for any loss resulting to the Trust Estate by reason of the exercise of this authority.

- P. To perform all acts not inconsistent with the provisions of this Trust that a Trustee deems necessary or desirable for the proper management of the Trusts herein created, in the same manner and to the same extent as an individual might do with respect to their own property.
- Q. If, in a Trustee's discretion, a beneficiary is incapable of making proper use of a sum payable hereunder, a Trustee may apply said sum by making payments: to anyone residing with the beneficiary; in discharge of the beneficiary's debts; or as a direct allowance to the beneficiary. The foregoing payments shall be made without regard to other resources of the beneficiary or the duty of any person to support the beneficiary. Such payments may be made without the intervention of any guardian or like fiduciary; provided, however, a Trustee shall insure that the funds are used for the beneficiary of the beneficiary, so that the funds will not be used for a purpose other than the direct benefit of the beneficiary. The purpose of this caveat is to make certain said funds will not be diverted from the purpose of providing for a beneficiary's support, health and education.
- R. In the event this Trust or any Trust created hereunder provides for more that one Trustee, the exercise of any and all powers, authorities, discretions and rights granted hereunder shall not be construed to require the Trustees to act in unison, so that each Trustee may individually exercise any of the trust powers.

ITEM V TRUST DURING LIFETIME OF SETTLORS

A. Payment to Settlor

The Trustees shall receive, hold, manage, invest and reinvest the Trust Estate and shall collect the rent, interest, dividends, and other income therefrom. After deducting all proper charges and expenses, the Trustees shall pay or apply to or for the use of the Settlors during their lives the net income therefrom and all or so much of the principal thereof as the Trustees shall in their sole and uncontrolled discretion deem appropriate. This determination of the Trustees shall be made irrespective of any other source of income, support, maintenance or benefit of the Settlors, and no beneficiary named herein shall have any claim upon any such income so distributed.

In the absence of direction from the Settlors, or if both Settlors, in the opinion of the Trustees, are unable to manage their affairs, the Trustees shall pay such amounts as in the Trustees' sole and absolute discretion deem necessary for the Settlors' health, support, maintenance and welfare.

B. Delegation of Authority and Incapacity of Settlor

During the physical or mental incapacitation of either Settlor, the remaining Settlor shall be appointed to succeed as Trustee and to supervise all matters in which the incapacitated Settlor had the right to act as if such Settlor had not become incapacitated. For all purposes of this Trust, each Settlor shall continue to be deemed mentally competent, unless determined to be incompetent, as certified in writing by two licensed physicians not related by blood or marriage to either Settlor or any beneficiary. The physicians shall not be liable for any determination made as to the competency of the Settlors if the determination is made in a reasonable manner.

C. Incapacity of All Settlors

If, as certified in writing by two licensed physicians not related by blood or marriage to any Settlor or any beneficiary, both Settlors become physically or mentally incapacitated, the successor Trustee shall assume active administration of this Trust during the lifetime of the Settlor or Settlors. Such successor Trustee shall disburse to the Settlor or Settlors, or disburse on their behalf such amounts of income or principal as necessary for their proper health, support and maintenance.

D. Investments Directed by Settlor

The Settlors shall have the right to direct the investment of this Trust by a written instrument delivered to the Trustees. The Trustees shall not be liable for any loss or losses sustained through compliance with any direction of the Settlors or through the retention of any investment directed by the Settlors.

E. Competency of Settlor.

For the purposes of this Trust, the Settlors shall be deemed competent unless declared to be legally incompetent under the laws of the State of Alabama.

ITEM VI DISPOSITION AFTER DEATH OF THE FIRST OF THE SETTLORS



At the death of the first of the Settlors (and in case of simultaneous deaths, this Revocable Living Trust will operate as if the wife had survived the husband), after payment of currently due debts, expenses and costs of last illness and funeral out of the decedent's estate, the Trustees shall divide the Trust Estate into two separate Trusts, hereinafter designated as the "Marital Trust" and the "Family Trust" respectively.

A. Marital Trust - Establishment.

The Marital Trust shall consist of the surviving Settlor's separate property in the Trust Estate and a fractional proportion in all property of the deceased Settlor that qualifies for the marital deduction determined as follows:

1. The numerator of such fractional proportion of the Trust Estate shall be the smallest amount which, if allowed as a marital deduction, would result in the least possible federal estate tax being payable as a result of the Settlor's death, after allowing for the unified credit against federal estate tax and all available credits and deductions claimed.

The numerator shall be reduced by the value of any other property that passes to the Settlor's spouse that qualified for the marital deduction other than the trust property.

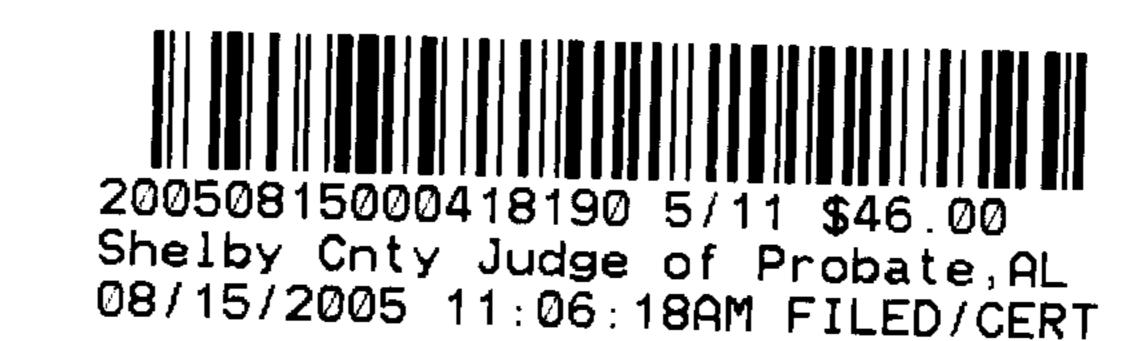
2. The denominator of this fraction shall be the value of the entire trust property. Value assigned to property for purposes of this computation shall be those values determined for federal estate tax purposes.

Trustees shall have the power to distribute assets in cash or in kind to the respective Trusts and to select specific property to be distributed to said Trusts without regard to the income tax basis of such property. In making these allocations, the Trustees shall use the value of the assets as of the date or dates of distribution, so that each distribution shares proportionately in the appreciation or depreciation of assets between the date of the Settlor's death and the date or dates of distribution. However, no allocation of assets shall be made to the Marital Trust that does not qualify for the marital deduction. The Trustees shall have the power to select specific property to be distributed to the Trusts without regard to the income tax basis of such property. To the extent other assets that qualify for the marital deduction are available, there shall not be allocated to the Marital Trust: (a) assets with respect to which an estate tax credit for foreign taxes paid is allowable; or (b) United States Treasury bonds that are eligible for redemption at par value in payment of the federal estate tax. In computing the marital deduction, all generation-skipping transfers for which the Settlors are the "deemed transferor" shall be disregarded.

B. Marital Trust – Distribution

The Marital Trust shall be held by the Trustees separately in trust for the following purposes:

- 1. The Trustees shall pay all of the income in quarterly or other convenient installments (but at least annually) for and during the terms of the surviving spouse's life.
- 2. In addition to income, the Trustees shall pay to or apply for the surviving spouse as much of the principal of the Marital Trust as the Trustees, in their discretion, deem necessary for the support, care and comfort of the surviving spouse, having in mind the standard of living to which said spouse has been accustomed. The Trustees' discretion shall be exercised liberally so that the surviving spouse shall have, in addition to the necessities, a reasonable enjoyment of the luxuries of life.
- 3. The surviving spouse may direct the Trustees, from time to time, by a written instrument delivered to the Trustees and specifically referring to this power, to distribute portions of the Marital Trust to the Settlor's children and their lawful issue.
- 4. Upon the death of the survivor of the Settlors, the Trustees shall dispose of the then remaining principal and undisbursed income of this Trust, if any, to such person or persons, including the estate of the survivor, as the survivor shall appoint. Such appointment shall be made by the survivor amending the Marital Trust, or by the survivor referring to and by affirmatively exercising this power of appointment in his or her Last Will and Testament.
- 5. Any principal and income of this Trust not effectively appointed by the survivor shall be added at the death of the survivor to the Family Trust. Such principal and income shall be held and administered as a part thereof; provided, however, that the Trustees shall first pay from the Marital Trust the last illness and funeral expenses and any death taxes of the surviving Settlor.
- 6. If the surviving Settlor disclaims part or all of the fractional interest of the property of the deceased Settlor, which otherwise would have been transferred into the Marital Trust as provided for in Item VI, Section A, such property shall pass to, and become a part of, the Family Trust. Such disclaimed property shall be distributed as set forth therein. In addition to any other method of disclaimer recognized by law, the surviving Settlor may disclaim by a



writing signed by him or her and delivered to the Trustees declaring his or her intention to disclaim in whole or in part some designated portion.

C. Family Trust - Non-Marital Trust

The Family Trust shall contain the balance of the Trust Estate remaining after setting aside all property of the Trust Estate that is included in the Marital Trust. The Family Trust shall be subject to the payment of all the federal and state estate taxes, last illness, funeral, burial and administration expenses of the deceased Settlor, and shall be held by the Trustees separately in trust for the following purposes:

- 1. The Trustees shall distribute at least quarterly the income of the Family Trust among the children of both Settlors as the surviving Settlor may appoint.
- 2. During the surviving Settlor's lifetime, the Trustees of the Family Trust shall distribute to said survivor any or all undistributed income and principal of the Family Trust as said Trustees deem appropriate for the survivor's support and maintenance in the standard of living to which the survivor is accustomed. Said support and maintenance shall include reasonable and adequate health, medical, dental, hospital, nursing, and invalidism expenses. The powers herein granted to the surviving Settlor, while serving as a Trustee, shall be limited so that the survivor has no right to determine the amount of any income or principal of the Family Trust to be retained or to be distributed to said survivor. Such determination and distribution shall be made by the Trustee or Trustees serving with the surviving Settlor. If such survivor is serving as sole Trustee of this Trust, then said determination and distribution shall be made by the successor Trustee or Trustees named immediately after the surviving Settlor.
- 3. The surviving Settlor shall have the power to invade the principal of the Family Trust annually to the extent of the greater of: (a) five thousand dollars (\$5,000), or (b) five percent (5%) of the fair market value of the property of the Family Trust. The value of property so distributed shall be determined by the Trustees as of the end of the month immediately preceding the request. This power shall be noncumulative and the power with respect to each year shall, if not exercised, lapse on the last date of each calendar year the power is held. The exercise of this power shall be made in writing by said surviving Settlor to the Trustees.
- 4. Upon the death of the surviving Settlor, the Trustees shall dispose of the undistributed principal and income of the Family Trust as directed in Item VII.

D. Intertrust Dealings.

Upon the death of the first Settlor, the Trustees, in their sole discretion, may purchase any assets from the deceased Settlor's estate at their appraised value. In addition, the Trustees may loan funds, with or without security, to the estate of the deceased Settlor, it being the intention of the Settlors that this discretion be exercised liberally. The propriety of any loan or any purchase shall be solely within the discretion of the Trustees. It is further provided that the Trustees shall incur no liability as a result of such loan or purchase because such assets constitute investments that could not otherwise be made legally by the Trustees.

E. Employee Benefit Distribution.

The proceeds of any employee benefit plan that was qualified under Section 401 of the Internal Revenue Code of 1954 shall be held pursuant to the beneficiaries' provision of the Family Trust portion of this Trust. However, no federal estate nor state inheritance taxes nor any debts, liabilities, last expenses or administrative costs of the deceased Settlor/plan participant may be paid from such proceeds. The Trustees shall keep accurate records that show such proceeds have not been used to pay any of the above described obligations of the estate of the deceased Settlor.

Statutory interest, if any, of the surviving Settlor in his or her spouse's real and personal property, is hereby expressly waived by each of the undersigned Settlors.

If the Settlors, or any primary and secondary beneficiary, die simultaneously or under such conditions that it cannot be determined from credible evidence which of them was the first to die, the provisions made herein for the surviving spouse shall be construed as though the Settlor-wife survived the Settlor-husband. Any secondary beneficiary shall be deemed to have predeceased the primary beneficiary.

ITEM VII DISPOSITION ON DEATH OF THE SURVIVING SETTLOR

All Trust principal, together with all accumulated income, directed to be disposed of under the provisions herein, shall, upon the death of the surviving Settlor, be held in trust for the benefit of the following beneficiaries and shall be disposed of as follows:

A. An amount determined by the Trustees, in their sole discretion, shall be set aside used for the support and education of the beneficiaries of this Trust as determined by Item VII, Section B-1, who have not reached age 21 prior to the death of the surviving Settlor. Education of the beneficiaries shall include, but not be limited to musical education, dance lessons, grammar school, secondary school, college, graduate school, trade school and vocational training

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In determining the amount to be set aside and the amounts to be paid therefrom, the Trustees shall take into account the needs, ages, assets and other available sources of income and support of the beneficiaries, including each beneficiary's ability to contribute to his or her own support. The Trustees shall determine the amounts to be distributed, the beneficiary or beneficiaries to whom distributions are to be made, and the time and manner of distributions made under this section and shall distribute according to the various needs of the beneficiaries, even if such distributions are unequal. After the youngest beneficiary has attained age 21, the balance, if any, of the amounts set aside under this paragraph shall be distributed according to Item VII, Section B.

- B. After setting aside sufficient amounts to carry out the purposes of Item VII, Section A, the Trustees shall divide the Trust Estate into as many equal shares as there are children of the Settlors then living and children of the Settlors then deceased but leaving surviving issue. However, each of said shares, if not immediately distributed, shall constitute and be held, administered and distributed by the Trustees as a separate trust, as follows:
 - 1. One share shall be set aside for the benefit of each child of the Settlors who may then be living and, if held in trust, shall constitute the Trust Estate of such child's Trust.
 - 2. One equal share shall be set aside for the benefit of the surviving issue, by right of representation, of each of child of the Settlors who may then be deceased but leaves issue surviving and, if held in trust, shall constitute the Trust Estate of such issue's Trust. The amounts so set aside may be used for the purposes and benefits as enumerated in Item VII, Section A.
 - 3. As each above-described beneficiary attains age 21, the share of the Trust Estate for said beneficiary shall be distributed to him or her free and clear of trust.
- C. Whenever used herein, the terms "issue", "child", "children", and "descendants" shall include adopted issue, adopted children and adopted descendants, as well as natural issue, natural children and natural descendants, and include descendants of adopted issue, adopted children and adopted descendants.
- D. If any of the above beneficiaries are unable or unwilling to take any portion of the Trust Estate, then the Trustees shall distribute the portion of the property of that beneficiary to his or her issue by right of representation and, if none, then to the other beneficiaries. If the Trustees are unable to make such a distribution, then such portion of the Trust Estate shall be distributed as follows: one-half to the living heirs at law of the first deceased Settlor and one-half to the living heirs at law of the second deceased Settlor. Provided, however, that said heirs at law of the Settlors shall take in the same priority and same distributive order as listed in the law of intestate succession of the state referred to in Item IX, Section B as in force on the date of the signing of this Trust.

ITEM VIII INCOME AND ACCOUNTING

A. Scope

The following provisions of this Item shall apply to Items VI and VII, except to the extent that they are inconsistent therewith.

B. Income Payment

Except as otherwise provided herein, the income of each beneficiary of this Revocable Living Trust shall be paid to or for the use of such beneficiary at convenient times fixed by the Trustees, but at least as often as quarter-annually. However, all or any part of the income of any beneficiary may be accumulated and added to the principal of such beneficiary's interest in said trust as the Trustee deems necessary or desirable in view of such beneficiary's needs and circumstances. Accumulated income shall be added to principal.

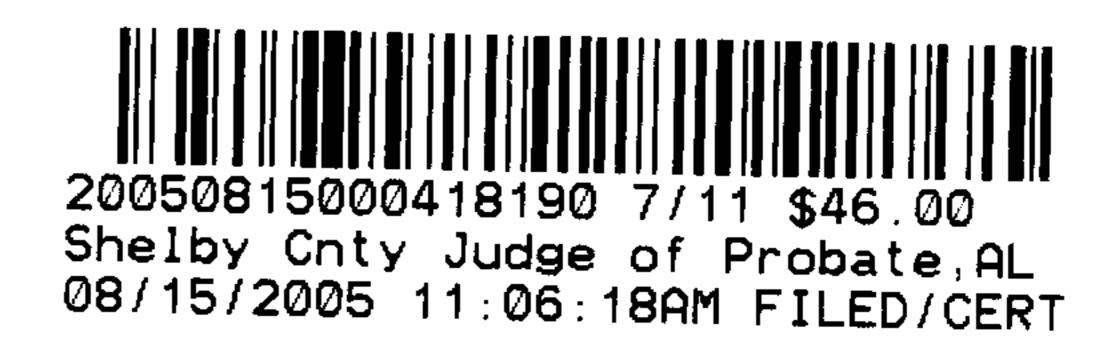
C. Income Commencement

The income of each income beneficiary of this Trust shall commence at the surviving Settlor's death.

D. Income Beneficiaries

The Trustees, in their sole discretion as to the best interests of the income beneficiaries, shall be guided, without being legally bound thereby, in the ascertainment of income beneficiaries and remaindermen by the provisions of the law of the domicile of the then-serving Trustee.

E. Authorized Payments



Authorized payments of income or principal may be made directly to a beneficiary, for the use of a beneficiary, to a beneficiary's parent or guardian or to the person with whom the beneficiary resides. Such payments may be made for the beneficiary's benefit without bond; and the Trustees shall not be bound to supervise or direct the application or use of the payments so made.

F. Distributions in Cash or Kind

The distribution of the whole or any part of the principal or the income of any trust share may be made in cash or in kind, or partly in cash and partly in kind, as the Trustees shall deem advisable.

G. Powers of Invasion

This paragraph provides powers of invasion covering the separate trusts that come into existence in accordance with Items VI and VII. The Trustees are empowered to invade the separate trust principal of any current income beneficiary for the benefit of such beneficiary, as the Trustees, in their sole discretion deem to be in the best interests of such beneficiary in view of such beneficiary's needs, circumstances, and ability to manage their affairs. The Trustees are empowered to utilize this power of invasion in such a manner as to terminate the trust of any beneficiary if the Trustees deem such termination advisable for any reason whatsoever. Furthermore, if any separate Trust has a principal valued less than Ten Thousand Dollars (\$10,000.00), the Trustees shall deliver same to such beneficiary, if they are at least twenty-one (21) years of age and are, in the sole judgment of the Trustees, able to manage their affairs. If a Trust's principal has a value less than Ten Thousand Dollars (\$10,000.00), and the beneficiary has not attained age twenty-one (21), or in the judgment of the Trustees is not able to manage their affairs, the Trustees may, in their discretion, deliver the principal to such beneficiary's legal guardian.

H. Spendthrift Provision

No title or interest in the property constituting the principal of the Trust Estate, or in any income accruing therefrom, shall vest in any beneficiary during the continuance of this Revocable Living Trust. No beneficiary shall have the power or authority to anticipate in any way any of the income, monies, or payments hereby authorized to be paid to such beneficiary, or any part thereof. Nor shall a beneficiary alienate, convey, transfer or dispose of the same or any interest therein or any part thereof in advance of payment. None of the same shall be involuntarily alienated by any beneficiary nor be subject to attachment, execution, nor be levied upon or taken, in satisfaction of any demands, obligations or debts that any beneficiary shall incur. All payments authorized or provided to be made by the Trustees shall be made and shall be valid and effectual only when paid to the beneficiary to whom the same shall belong, or otherwise, as herein provided.

I. Accounting

The Trustees shall keep and maintain accurate and proper records showing the income, disbursements and principal of the trust. Such records shall be maintained consistent with generally recognized principles of accounting and shall be open at reasonable times for inspection by each beneficiary or by their personal representative. However, the Trustees shall not be required to file accounts in any court, nor shall the Trustees be required to conform to the Uniform Trustees Account Act, it being the intent herein that the Trustees shall be free of court accounting and supervision of the trusts created herein. The Trustees shall render annual statements of account to the Settlors and after the death of the surviving Settlor to all adult beneficiaries. The Trustees shall, at reasonable times when called upon to do so, exhibit to any of the beneficiaries of any of the Trusts created hereby all documents, securities, and papers forming a part of, or relating to said trust. The approval of any account, in an instrument signed by or on behalf of a beneficiary, shall be a complete release and discharge of Trustees with respect to the administration of the Trust Estate, insofar as such administration is reflected in such account, for the period covered by the account. Any item of an account to which no objections are made in writing to the Trustees within ten (10) days after delivery of the account to the Settlors, or after the death of the surviving Settlor to any adult beneficiary, shall be conclusively presumed to be approved by all parties to whom such account was delivered.

J. Mingling Trust Properties

The Trustees are authorized to mingle the properties of separate trusts created by this Trust, allotting to each separate trust an undivided interest in the mingled funds. The undivided interests shall always be equal to that Trust's proportionate contribution (as adjusted from time to time as a result of accumulations of income, payments of principal, additions to principal, etc.) to the mingled funds. It is the intention that each trust beneficiary shall have a separate and distinct trust, and the provisions of this paragraph are merely designed to permit the Trustees to avoid a division in kind in accomplishing that intention.

ITEM IX MISCELLANEOUS PROVISIONS

A. Thirty Day Survivorship

In determining beneficiaries of the Trusts created herein, a beneficiary shall be deemed to have

20050815000418190 8/11 \$46.00 Shelby Cnty Judge of Probate, AL 08/15/2005 11:06:18AM FILED/CERT survived the Settlors, an insured, any other person, a point in time or an event, as the case may be, only if such survivorship is for at least thirty (30) days. This clause shall not apply to any case where its application would cause any provision of this Revocable Living Trust, that would otherwise be valid, to be void under any applicable rule against perpetuities, rule limiting suspension of the power alienation or other similar law or rule.

B. Situs and Severability

This Trust shall be governed and construed according to the laws of the State of Alabama. The Trustees reserve the right to change the situs of this Trust to such other place as the Trustees may deem to be in the best interest of the Trust Estate. If any provision of this instrument is unenforceable, the remaining provisions, nevertheless, shall be of full force and effect.

C. Perpetuities Saving Clause

Notwithstanding anything herein to the contrary, the Trust or Trusts created hereunder shall terminate twenty one (21) years after the death of the last survivor of the group including the Settlors, the Settlors' children, the Settlors' grandchildren, and any beneficiary named herein and living on the date of this Trust. If any trust created hereunder shall not have terminated at or prior to the expiration of such period, the Trustees shall distribute all of the Trust properties as provided herein as though the time for distribution had occurred and the Trust shall thereupon terminate.

D. Ineffectual Provisions

If any provisions of this Trust are unenforceable, the remaining provisions, nevertheless, shall be carried into effect.

E. Reversion to Estate

The Settlors reserve the power to designate a new beneficiary should any beneficiary designated hereunder predecease the Settlors. Should the Settlors for any reason fail to designate such new beneficiary, this Trust shall terminate upon the death of the survivor and the Trust Estate shall revert to the estate of the survivor.

F. Alienation Provision

Except as otherwise provided herein, all principal and income payable, or to become payable, to a beneficiary of any Trust created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner. Nor shall any such beneficiary have the power to anticipate or encumber such interest; nor shall such interest, while in the possession of the Trustees, be liable for, or subject to, the debts, contracts obligations, liabilities or torts of such beneficiary.

G. Location of Documents

This Trust has been prepared in duplicate, each copy of which has been executed as an original. One of each executed copies is in the possession of the undersigned. Either copy of this Revocable Living Trust shall be considered as the original and a missing copy will be presumed inadvertently lost. Any clarifications of instructions related hereto may be obtained by calling the preparer listed below, who is requested to do everything necessary to implement these provisions.

H. Definitions.

- 1. "Child or Children" wherever used in this Trust, shall include persons who shall have been legally adopted, and any children whether natural or legally adopted but shall not include grandchildren or more remote descendants. It is the intention that all adopted children of any person shall be treated as natural and legitimate children for all purposes whatsoever, provided that such adoption occurs before the child's twenty-first (21st) birthday. However, adopted children who also are natural children shall take only in one capacity, such capacity being the one which grants to such issue the larger share.
- 2. "Number and Gender" The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Revocable Living Trust in accord with its manifest intention. Likewise, if either the feminine, masculine, or neuter gender shall be one of the other genders, it shall be so treated.
- 3. "Item and Section Headings" and sub-paragraph headings used herein are mere indices for the use of the parties hereto, and shall not be considered in the interpretation of this instrument.

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Signed the	day first above mentioned.
SETTLOR	Robert Harold Smith Jr.
SETTLOR	Patricia Ann Smith
CO TRUST	TEE: Robert H. Smith Jr.
COTRUS	TEE: Patricia Ann Smith
TRUSTEE	Rotricia Rachelle Coley
Witness: G	eorge Coley
Witness: C	Thu Fallow ynthia Evans

STATE OF ALABAMA)
) ss
COUNTY OF SHELBY)

On the 12th day of March, 2005, personally appeared before me Robert H. Smith Jr. and Patricia Ann Smith, Settlors of the above and foregoing instrument, who duly acknowledged to me that they are signers of the above and foregoing instrument, and they read and understand the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PNBLIC

Comm. Exp. 10/26/2005

SEAL

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