

PREPARED BY: Melinda Mathews

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ANITA E. MCKINNEY REVOCABLE MANAGEMENT TRUST AGREEMENT

THIS AGREEMENT, made and entered into on this the 20th day of June, 2001, by and between ANITA E. MCKINNEY (hereinafter sometimes referred to as "Grantor"), and GENE L. MCKINNEY (hereinafter sometimes referred to as the "Trustee"), as follows:

WITNESSETH:

WHEREAS, the Grantor desires to grant, out of her present holdings and property, and create therewith a trust, which shall be for the benefit of the Grantor, her husband, Gene L. McKinney, and her children, Gena Gibb, Rex McKinney, Kirk McKinney, and Kelly Reeves; and

WHEREAS, the said Trustee hereinabove named has agreed to accept said trusteeship, and all interest and property which may come to it by reason of this Agreement, for the benefit and use of the Grantor, all in accordance with the provisions hereinafter set forth;

WHEREAS, the Grantor may hereafter cause certain policies of insurance to be made payable to the Trustee, and may hereafter desire to make gifts of other property to the Trustee during her lifetime or by means of provisions in her Last Will and Testament;

NOW, THEREFORE, in consideration of the premises and the love and affection which Grantor has for the beneficiaries hereinafter mentioned, and of other good and valuable considerations by her received, Grantor does hereby direct that the proceeds of said policies of insurance, and any other property, whether real or personal, received by the Trustee shall be held by it, for the uses and purposes, upon the terms and conditions, and with the powers and duties hereinafter stated.


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I

INTRODUCTION

Grantor is married to Gene L. McKinney, hereinafter sometimes referred to as Grantor's husband. As of the date of this Trust Agreement, Grantor has four children, whose names are Gena Gibb, Rex McKinney, Kirk McKinney, and Kelly Reeves. For the purposes of this Trust Agreement, references to Grantor's "children" shall mean the children named herein. Grantor has one predeceased child, Mark McKinney, who was not survived by any lineal descendants. The terms "descendants" and "lineal descendants" are intended to include Grantor's children and any persons heretofore or hereafter born to or adopted by Grantor's children and by any descendant of Grantor, but any person who is adopted on or after age twenty-one (21) years, and the lineal descendants of such adopted persons, are intended to be excluded from this term.

II

GRANT OF TRUST

The said Grantor does hereby grant, assign, set over, transfer and deliver to the Trustee, its successors and assigns, the property listed on Exhibit "A" attached hereto. Said trust property shall be held by said Trustee, both as to the interest, income and profits to be received therefrom, and/or from the investment or reinvestment of said principal, interest, income or profits, as follows: The Trustee shall hold the trust property herein transferred, and such additional property as may be hereafter acquired by the Trustee under the terms and provisions of this trust (all of which property being hereinafter sometimes referred to as "trust estate"), for the use and benefit of Grantor's husband, Gene L. McKinney, and Grantor's children, Gena Gibb, Rex McKinney, Kirk McKinney, and Kelly Reeves, as is more specifically set out herein.


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TO HAVE AND TO HOLD, all and singular, the above-described property and the interest, income and profits thereof, unto the said Trustee, its successors and assigns, for the following uses and purposes, and subject to the terms, conditions, powers and agreements hereinafter specified.

III

TRUST ESTATE

1. The Trustee shall hold said trust estate in trust for the use and benefit of the Grantor, for and during the lifetime of the Grantor. During such period, the Trustee shall pay over to the Grantor the entire net income from said trust estate, in such installments as may be convenient to the Grantor, and also such part or parts of the principal thereof as the Grantor may from time to time request in writing. Grantor may from time to time make annual gifts to each of her children. Grantor directs that the Trustee shall have the discretion and authority to continue to make such annual gifts to her children, as well as to their spouses and to their children, in trust or otherwise; provided, however, that so long as Grantor shall remain mentally and physically competent, no such annual gifts shall be made to the said beneficiaries without the consent and approval of Grantor.

2. In the event that the Grantor should become incapable of effectively transacting business because of illness or other incapacity, the Trustee shall use and apply so much of the income and principal of the trust estate as may be necessary or desirable, in the sole discretion of the Trustee, for the maintenance and support of the Grantor, and any person dependent upon said Grantor, taking into consideration other income, resources, or financial assistance available to any of them from all other sources. Net income not so used shall be added to, merged with and treated in all respects as a part of the principal thereof. In the event that Grantor should become incapable of effectively transacting business because of illness or other incapacity, after the Trustee has used and applied so much of the income and principal of this trust estate as may be necessary and desirable for the maintenance and support of the Grantor, and any person

dependent upon said Grantor, in the manner hereinabove set forth, Grantor hereby grants the power and authority to the Trustee to make annual gifts to the extent excludable for federal gift tax purposes to each of Grantor's children, Gena Gibb, Rex McKinney, Kirk McKinney, and Kelly Reeves, and also to their spouses and their children, in trust or otherwise. In making gifts to a class composed of a child, his or her spouse and lineal descendants, the Trustee may make gifts to any one or more of the persons comprising such class, in such proportions and amounts, without regard to equality of distribution, in trust or otherwise, as the Trustee, within its sole and absolute discretion, may determine. In addition to gifts to Grantor's children, their spouses and lineal descendants, during any period that Grantor is incapacitated, Grantor expressly vests her attorney-in-fact with the power to continue Grantor's pattern of charitable gifts (but not to exceed the average amount given by Grantor over the last three years in which Grantor was not incapacitated).

3. Notwithstanding anything herein to the contrary, all gift transfers made directly from the trust estate to a permissible donee shall be treated for all purposes as first a withdrawal by (or distribution of the property to) the Grantor followed by a gift transfer of the property to the donee by the Grantor as donor. The Trustee making the actual transfer in the Grantor's behalf shall be deemed to have acted as Grantor's attorney-in-fact and to that extent this subsection shall constitute a special durable power of attorney to make such transfer (either outright or in trust, subject to conditions, withdrawal rights, and other terms as the Trustee deems appropriate), which special durable power of attorney shall not be affected by the Grantor's disability, incompetency or incapacity.

4. Upon the death of the Grantor, the Trustee shall apportion the assets remaining in said trust estate into the following shares or parts:

(a) One share or part shall consist of an amount equal to the maximum marital deduction allowable in determining the federal estate tax payable by reason of Grantor's death, reduced by the value for federal estate tax purposes of all other items which pass or have passed to Grantor's husband under other provisions of this Trust Agreement or under the provisions of Grantor's will or which have

already passed to him or for his benefit otherwise than under the terms of this Trust Agreement, by operation of law, through life insurance policies or otherwise, either at Grantor's death or at any time during her life, but only to the extent that such items are included in Grantor's gross estate and are allowable as a marital deduction for federal estate tax purposes in Grantor's estate; provided, however, that the amount of the devise hereinabove set forth shall be further reduced by that amount, if any, needed to increase Grantor's taxable estate to the largest amount which, after taking into account the credit under I.R.C. Section 2010 available to her estate for federal estate tax purposes and the state death tax credit against such tax (but only to the extent that the use of such state death tax credit does not increase the death tax payable to any state), but no other credit, will result in the least possible federal estate tax being payable by Grantor's estate. The assets comprising the devise determined in the manner hereinabove set forth shall be hereinafter known as and referred to as "Trust Estate 'A'."

(i) In making the computations necessary to determine the amount of this devise, the final determinations for federal estate tax purposes shall control. Notwithstanding anything herein to the contrary, the Trustee, in making allocations wholly or partly in property in order to equal the total amount determined as provided hereinabove, shall allocate to Trust Estate "A" assets, including cash, fairly representative, on the date or dates of allocation, of appreciation or depreciation in the value thereof for federal estate tax purposes in Grantor's estate, of all property available for allocation to Trust Estate "A" in order to equal the amount of such share as hereinabove referred to.

(ii) In the sole power and discretion of the Trustee, the payment of this amount may be made wholly or partly in cash or property as selected by it; provided, however, that in no event shall there be included in this devise any asset or the proceeds of any asset which does not qualify for the marital deduction for federal estate tax purposes; and provided further, that any asset or the proceeds of assets with respect to which any estate or death taxes are paid to any foreign country or any of its possessions or subdivisions shall be the last to be used to satisfy this devise.

(iii) It is the intent of Grantor to secure for her estate the marital deduction allowable by the Internal Revenue Code in force on the occasion of Grantor's death for the property devised to or for the benefit of her husband in this subsection, and to that end, Grantor directs the Trustee to take whatever action may be necessary to obtain said marital deduction for such property. If the effect of any provision of this Trust Agreement would be to prevent the allowance of the marital deduction with respect to such property in Trust Estate "A," then Grantor directs that such offending provision shall not apply to Trust Estate "A," and insofar as Trust Estate "A" and its distribution and administration are concerned, this trust instrument shall read and take effect as if such offending provision did not exist.

(iv) In the event Grantor's husband shall disclaim in whole or in part the devise described hereinabove by filing with the Trustee a qualified disclaimer as defined in I.R.C. Sections 2046 and 2518, said property, or the portion thereof to which the disclaimer applies, shall be added to the residue of said trust estate and disposed of as hereinafter provided.

(v) Should Grantor's husband predecease Grantor, Grantor directs that Trust Estate "A," which is set up for his use and benefit shall lapse, and such portion of the trust estate as would have been used to constitute Trust Estate "A" shall be merged with and become a part of Trust Estate "B," which is established for the benefit of Grantor's said husband and lineal descendants, as is hereinafter provided in Section V hereof.

(b) The other share or part shall consist of all of the rest, residue and remainder of said trust estate (which said remaining assets so described hereinabove shall be hereinafter known and referred to as Trust Estate "B"). Trust Estate "B" shall be held by the Trustee for the uses and purposes hereinafter set forth in Section V of this Trust Agreement. The Trustee shall be absolutely protected in paying such amount as said Personal Representative shall certify, in writing, to be the amount payable by the preceding sentence of this subsection, and said Trustee shall have no duty or obligation to inquire as to the correctness, or as to the propriety of the payment, of any amount so certified.

(c) Grantor understands that in the process of the administration of this Trust Agreement, occasions may arise where there is a possible conflict between the interest of Grantor's said husband on the one hand, and the interests of Grantor's lineal descendants on the other, especially, but without being limited to, interpretations by the Trustee relative to income and estate tax matters. Grantor specifically directs the Trustee to interpret any provision of this Trust Agreement and to take such action in the administration of this Trust Agreement or of the trusts created hereunder, which will serve to promote the welfare and best interest of Grantor's said husband, to the possible detriment of the interest of any other beneficiary.

IV

TRUST ESTATE "A"

Grantor directs that the Trustee shall transfer and pay over, absolutely and forever, to Grantor's said husband, Gene L. McKinney, all of the assets comprising Trust Estate "A," free from this trust.

V

TRUST ESTATE "B"

1. The Trustee shall hold said Trust Estate "B," without division into shares, in trust for the use and benefit of Grantor's said husband, for and during his lifetime. During the lifetime of Grantor's said husband, the Trustee shall pay over to Grantor's said husband the entire net income from said Trust Estate "B," in such installments as may be convenient to him. Furthermore, Grantor's said husband may appoint to himself from the corpus of said Trust Estate "B" such amount as from time to time may be necessary to maintain him in health and reasonable comfort, to support him in his accustomed manner of living, and to provide for his health, medical, dental, hospital and nursing expenses and expenses of invalidism, taking into account other resources available. It is Grantor's intention that this power which has

been granted to her said husband in the immediately preceding sentence shall be a power limited by an ascertainable standard, as defined in Treasury Regulations Section 20.2041-1(c)(2), and such power shall not be a general power of appointment. It is also Grantor's intention that this power of appointment which she has granted to her husband shall be exercised by him only in strict accordance with the standards set forth in this subsection. Grantor further directs that any Trustee who shall be serving and acting may appoint to her said husband from the corpus of said Trust Estate "B" pursuant to the standards set forth hereinabove.

2. In interpreting the powers granted to Grantor's said husband, as Trustee, Grantor directs that, any provision in this Trust Agreement to the contrary notwithstanding, although he shall be entitled to the beneficial enjoyment, as a life beneficiary, of the income from said trust estate, he shall not exercise any such power so as to divert to himself as income any part of the assets of said trust estate which would not, under the statutes and decisions of the State of Alabama, be construed as income, it being Grantor's intention to protect the corpus or principal of said trust estate for the exclusive use and benefit of the remaindermen, subject only to the right herein granted to Grantor's said husband to appoint to himself from the principal thereof pursuant to the standards set forth hereinabove.

3. In the event all or any part of any home which Grantor may own at the time of her death may be included as an asset in said Trust Estate "B," then, so long as Grantor's said husband shall live, Grantor directs that he shall be permitted to use and occupy the said home. During the occupancy of such home by Grantor's said husband, the Trustee shall pay all interest, taxes, repairs, insurance, and other miscellaneous maintenance charges thereon, and shall allow Grantor's husband the full use of said home, free of rent or other charge. In the event Grantor's husband desires to move to another residence, the Trustee shall sell said home and reinvest the proceeds in another home, which Grantor's husband shall be permitted to use and occupy, free from rent or other charge, for as long as he shall live.

4. Upon the death of the last to die of Grantor and Grantor's said husband (hereinafter referred to as the "apportionment date"), the Trustee shall apportion said Trust Estate "B" into equal shares

for Grantor's children, Gena Gibb, Rex McKinney, Kirk McKinney, and Kelly Reeves, whether then living or deceased. Each share apportioned for Grantor's said children, or the lineal descendants of a deceased child under provisions set forth hereinafter, shall be a separate and distinct trust. Grantor authorizes her Trustee, if it so desires, for the sake of convenience, to refrain from making a physical separation of the assets of these trusts into separate equal trusts, if such treatment will facilitate the administration of said trusts. Grantor also authorizes her Trustee to mingle and commingle investments, but she wishes it specifically understood that she is creating independent trusts for all purposes.

5. Notwithstanding any contrary provisions herein, Grantor's husband, by specific reference in his Last Will and Testament, shall have the power to direct the Trustee to change the time set for distribution and/or to change the division of said Trust Estate "B" by dividing it among Grantor's lineal descendants in such manner and in such equal or unequal proportions, in trust or otherwise, as her husband may see fit, whether or not the parent of such lineal descendant shall be living. Under no conditions shall the power granted to Grantor's husband in this subsection be interpreted to permit her husband to appoint any part of said Trust Estate "B" to himself, to his estate, to his creditors or to the creditors of his estate. In exercising the limited power of appointment described above, he is hereby expressly prohibited from including in any such trust any provisions which violate the common-law rule against perpetuities as applicable in the State of Alabama.

6. As soon as reasonably practical after the apportionment date, the Trustee shall transfer and pay over to each of Grantor's said children his or her entire share of said Trust Estate "B," free from this trust.

7. In the event any of Grantor's said children shall die on or prior to the apportionment date, leaving any descendants of him or her living on the apportionment date, then at the apportionment date, the Trustee shall apportion such child's share of the trust estate among the descendants then living of such deceased child, per stirpes (hereinafter referred to as "grandchildren"). The Trustee shall hold each

grandchild's share of this trust in trust for such grandchild until he or she reaches the age of twenty-five (25), at which time his or her share of this trust shall be distributed to him or her, free from trust. The share of such grandchild in said trust estate shall be deemed to have vested in him or her as of the apportionment date, and shall be payable to his or her estate in the event of his or her death prior to attaining the age of twenty-five (25) years. Prior to the date that such grandchild reaches the age of twenty-one (21), the Trustee shall use, for his or her support, education and comfort, such part of the net income and/or principal from his or her share as the Trustee deems necessary or desirable. Any undistributed income shall be added to the principal of his or her share of said trust estate at the end of each fiscal year of the trust. After a grandchild reaches the age of twenty-one (21), and during the continuance of the trust as to his or her share, the Trustee shall distribute to him or her the entire net income and such additional sum or sums out of principal of his or her share as the Trustee may from time to time deem necessary for his or her education and maintenance in health and reasonable comfort.

8. In the event any of Grantor's said children shall die on or prior to the apportionment date, leaving no descendants of him or her living on the apportionment date, then at the apportionment date, the Trustee shall transfer and pay over the share of said Trust Estate "B" apportioned for such deceased child to such of Grantor's other said children, and the descendants of any such other deceased child of Grantor, as then are living, per stirpes; provided, however, that if any such descendant of a deceased child of Grantor shall then have other property held in trust for him or her under any provisions of this Trust Agreement, then his or her share in the share of such deceased child shall be administered and disposed of like such other property so held in trust for him or her.

9. In the event any of Grantor's said children shall die on or prior to the apportionment date, leaving no descendants of him or her, or of Grantor, living on the apportionment date, or in the event that at the apportionment date there shall be no lineal descendant of Grantor then living, then at the apportionment date, the Trustee shall transfer and pay over the share of said Trust Estate "B" apportioned

for such deceased child, or all of said Trust Estate "B," as the case may be, as follows: an amount equal to one-half (1/2) of said property to such person or persons as would be entitled to inherit the property constituting said share, and in the proportions in which they would be entitled to inherit the same from Grantor's said husband under the laws of Alabama then in force had he died at said time a resident of Alabama intestate and owned said property; and an amount equal to one-half (1/2) of said property to such person or persons as would be entitled to inherit the property constituting said share, and in the proportions in which they would be entitled to inherit the same from Grantor under the laws of Alabama then in force had Grantor died at said time a resident of Alabama intestate and owned said property.

10. In the event any of Grantor's said children shall disclaim, in whole or in part, the property described hereinabove by timely filing with the Trustee a qualified disclaimer, as defined in I.R.C. Sections 2046 and 2518, then at such time as said child would otherwise be entitled to share in said Trust Estate "B," or at such time as such disclaimer is made, whichever occurs later, the Trustee shall transfer and pay over said property, or the portion thereof to which the disclaimer applies, to the descendants then living of such child making said disclaimer, per stirpes, in accordance with the provisions of Section V7 hereinabove, or if none, then such property shall pass to such of Grantor's children, and the descendants of any deceased child of Grantor as then are living, per stirpes, in accordance with the provisions of Section V8 hereinabove.

VI

MISCELLANEOUS PROVISIONS

1. The Trustee is not obligated to pay any premiums or assessments upon any policies of insurance held by it under this Agreement, or to keep itself informed with respect to the payment thereof.
2. Upon the death of the Grantor, the proceeds of all insurance policies which are then subject to this Agreement shall be collected by the Trustee as soon as possible thereafter. The Trustee shall

have full authority to take any action in regard to the collection that it deems best, and to pay the expense thereof out of the trust estate, but it shall not be required to enter into or maintain any litigation to enforce payment of such policies until it shall have been indemnified to its satisfaction against all expenses and liabilities to which it might, in its judgment, be subjected by any such action on its part. The Trustee shall have full authority to make any compromise or settlement with respect to such policies, or any of them, as it may deem expedient, and to give to the insurance companies, and each of them, all the necessary and proper releases and acquittances in full discharge of all their liabilities under such policies.

3. Anything in this Trust Agreement to the contrary notwithstanding, no trust created hereunder shall fail to vest in a trust beneficiary any later than the day next preceding twenty-one (21) years after the death of the last to die of those beneficiaries who were living at the time this trust becomes irrevocable; and upon the expiration of such period, each trust then in existence which has not yet vested in a trust beneficiary shall then vest, in equal shares, in the current income beneficiaries of such trust and each income beneficiary's share of the assets thereof shall be distributed to such beneficiary at the termination of the trust or to the estate of such income beneficiary if he or she dies before the termination of the trust.

4. As to the net income which, by any other provision of this trust, may be payable to a beneficiary other than Grantor or Grantor's husband, he or she shall have no right or power, either directly or indirectly, to anticipate, discharge, mortgage, encumber, assign, pledge, hypothecate, sell or otherwise dispose of all or any part thereof, until the same shall have been actually paid in hand to him or her by the Trustee. Nor shall income, nor the principal or corpus of said trust estate, nor any part thereof, nor any interest in the same, 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 beneficiary.

5. Where Grantor has herein directed that funds shall be used and applied by the Trustee for the benefit of, or paid to, any beneficiary under the age of twenty-one (21) years, or any otherwise incompetent beneficiary, the Trustee may, in its discretion, pay over such sums to the person having custody

of such beneficiary, if any, or to such other person as it may select, including the beneficiary, or custodian for the beneficiary under the Uniform Transfers to Minors Act of any jurisdiction, to be used and applied for the purposes herein directed, and the receipt of such person shall be full discharge to the Trustee as to any sums so paid.

6. Grantor directs that the invalidity of any of the terms, conditions or provisions hereof, or of any limitations over or interest intended to be given or made hereunder, whether in whole or in part, shall not be construed to materially disturb the plan of distribution herein created or to affect the validity of any other provision hereof, or of any other limitation over, gift or interest herein given.

7. In the event that there shall be in existence a trust or trusts, whether created by will or by inter vivos agreement, the provisions of which are substantially similar to those of the trusts created under this Trust Agreement, the Trustee may, in its discretion, merge and consolidate the trust or trusts created hereunder with such other trust or trusts; provided, however, that similar trusts shall be merged only with trusts which have the same "inclusion ratio" as defined in the Internal Revenue Code. In determining whether the provisions of such other trust or trusts are substantially the same as those of the trust or trusts created hereunder, the discretion of the Trustee shall be conclusive and shall not be subject to judicial review.

8. Any provisions herein for the benefit of Grantor's beneficiaries are expressly in lieu of any right to homestead allowance, exempt property and the family allowance; and any acceptance of such statutory or constitutional benefits shall be charged against any benefits hereunder.

9. Any person acting or named to act in a fiduciary capacity hereunder or required to be legally competent in order to act hereunder shall be considered to have ceased or failed to act or to be legally incompetent to act when a physician whom such person has consulted within the prior three years has certified as to such consultation and also as to the present lack of the physical or mental capacity of such person to manage his or her financial affairs.


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10. In the event a trust estate created hereunder shall be divided at any time, then the resulting trust estates shall be entitled to a pro-rata share of the income earned by the trust estate from the date giving rise to the apportionment of the trust estates until the actual apportionment is made.

11. It is Grantor's intent that for generation-skipping purposes, all trusts created under this Trust Agreement shall have an "inclusion ratio" as defined in the Internal Revenue Code of either zero (0) or one (1). In order to facilitate this result, it may be necessary to divide certain trusts at the time of their allocation into separate trusts prior to the allocation of GST exemption by the transferor of property to such trust. If the Trustee is notified by such transferor or the Personal Representative of the estate of such transferor that a designated amount of the transferor's GST exemption will be allocated to a trust as of the time of the creation of the trust, the Trustee shall apportion from such trust an amount equal to the GST exemption to be allocated, which amount shall be held as a separate trust. For purposes of funding the amount to be transferred to a separate trust created under this subsection, the Trustee shall distribute to the new trust assets, including cash, fairly representative, on the date or dates of distribution, of appreciation or depreciation in the value of all property available for funding such amount from the date of the creation of such trust. Except as otherwise specifically provided herein, the dispositive provisions of each separate trust will be identical to the dispositive provisions of the original trust divided pursuant to this subsection. Each of the two separate trusts so created shall have the same name, except that the trust having an inclusion ratio of zero (0) shall have the phrase "GST Exempt" added to its name.

12. If, at any time during the continuation of a trust created hereunder, the assets of such trust shall be less than Twenty-Five Thousand Dollars (\$25,000.00) and the Trustee, in its discretion, determines the assets of such trust are insufficient to warrant the expenses of administration of such trust, then, in such event, the Trustee may transfer and pay over the assets in said trust estate to the income beneficiary of such trust estate. Under no circumstances shall any income beneficiary who is serving as Trustee hereunder make such decision with regard to any trust of which he or she is an income beneficiary.

13. The Trustee shall have the power to pay the funeral and/or burial expenses of any income beneficiary of a trust created hereunder.

14. Anything in this Trust Agreement to the contrary notwithstanding, under no circumstances shall any distribution be made to or for the benefit of any beneficiary for his or her support, where another person has the legal obligation to support such beneficiary, except to the extent that there are no assets reasonably available to the person having the obligation of support to pay the same.

15. Where the context herein so permits, the term "Trustee" and words of reference to the Trustee shall mean any person or entity serving in that capacity without regard to gender or number.

16. As used herein, the terms "I.R.C." and "Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as amended.

17. This Agreement shall be construed and regulated in all respects by laws of the State of Alabama.

VII

SIMULTANEOUS DEATH

In the event the death of Grantor and the death of Grantor's husband shall occur simultaneously, or approximately so, under circumstances causing doubt as to which survives the other, then Grantor directs that it be presumed that her husband predeceased her.

VIII

POWERS RESERVED FOR GRANTOR

The Grantor shall have and possess, and hereby reserves, the following rights and powers:

1. Until the death of the Grantor, she shall have the right to change the beneficiary under and to exercise any option or privilege granted by any policies of insurance held by the Trustee,

including the right to borrow any sum in accordance with the provisions of any of such policies, and also to borrow money from any bank or other lender, using such policies as collateral, and to hypothecate or assign such policies or any of them, or the proceeds thereof, to secure any loan that may be made, and the Trustee shall, when requested, without incurring any liability on its part, approve any such hypothecation or assignment.

2. The Grantor shall have the right to receive all payments, dividends, surrender values, benefits, or privileges of any kind which may accrue on account of any of such policies during her lifetime, it being understood that this trust shall be operative only with respect to the proceeds of such policies on the death of the Grantor, after deduction of all charges against such policies by way of advances, loans or otherwise, in favor of the Grantor and any other person.

3. The Grantor shall have the right to withdraw any of such policies from the custody of the Trustee, and in case of such withdrawal, the Trustee shall be under no obligation to keep the same or seek the return of said policies to its custody.

IX

ADDITIONS TO TRUST

Policies of insurance may be made subject to the terms of this instrument by making the same payable to the Trustee. Grantor reserves the right, and also authorizes the Trustee, to permit Grantor and any other person or persons to add any other property or securities or money to said trust, either by devise or gifts, by delivering, conveying and transferring said additions to the Trustee; provided, however, that under no circumstances shall any addition be made to any trust hereunder without the consent of the Trustee. Said additions shall be held and discharged in the same manner as the property now being set aside and transferred to said Trustee by this Agreement, and the Trustee shall keep such trust records as are necessary to account for each said addition. In the event any real property should hereafter be conveyed to

the Trustee under this trust, such conveyance shall be in the regular form of any conveyance of real property, and shall be duly executed and acknowledged in accordance with the laws of the state in which said real property is situated and recorded in the public records of such state. In such event, the within trust instrument shall, likewise, be recorded in the public records of each and every county wherein such real property may be situated.

X

LIABILITY OF TRUSTEE

Grantor specifically releases the Trustee and any successor Trustee from any liability under the terms hereof, except for conduct involving gross negligence or fraud. Grantor further releases the Trustee and any successor Trustee from the necessity of making bond of any nature or description. Grantor also releases the Trustee or any successor Trustee from filing any accounting in any court, but she directs that the Trustee or any successor Trustee shall make available to any interested party records showing all income and disbursements of said trust.

XI

TRUST REVOCABLE

This trust is hereby created and the interests hereunder are vested subject to the express condition and reservation of power in the Grantor at any time and from time to time to alter, amend or modify this Agreement with consent of the Trustee, to revoke this Agreement, and to withdraw all or any part of the property constituting said trust estate from the terms of this trust, by an instrument in writing signed by the Grantor and delivered to the Trustee. The Trustee shall have a reasonable time after receipt of the writing revoking this trust or withdrawing property from this trust in which to deliver the trust property.

XII

TRUSTEE

1. Gene L. McKinney shall serve and act as the initial Trustee of the trusts created in this Trust Agreement. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of Gene L. McKinney, then Gena Gibb, Rex McKinney, Kirk McKinney, and Kelly Reeves shall serve and act as Trustee of the trusts created in this Trust Agreement. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of any of Gena Gibb, Rex McKinney, Kirk McKinney, and Kelly Reeves, then Grantor directs that the other(s) or the survivor(s) of them shall serve and act as Trustee of the trusts created in this Trust Agreement. Grantor's Trustee last serving shall have the right to designate as a successor Trustee any bank or trust company having, at the time of such designation, total resources or assets under management of not less than One Hundred Twenty-Five Million Dollars (\$125,000,000.00), or any one or more individuals. Such designation shall be by a writing signed by Grantor's said Trustee, properly notarized and attached to this Trust Agreement.

2. Melinda M. Mathews shall serve and act as Trustee of all trusts created for the benefit of the descendants of any child of Grantor. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of Melinda M. Mathews, either prior to or during the continuance of any said trust, Grantor directs that the chairman of the Tax Department of Sirote & Permutt, P.C. (or any successor entity thereto whether by purchase, merger, consolidation, change of name or otherwise) shall substitute for such Trustee any bank or trust company having, at the time of any such appointment, total resources of not less than One Hundred Twenty-Five Million Dollars (\$125,000,000), or any one or more individuals, including an attorney employed by Sirote & Permutt, P.C., provided that no spouse or in-law of a child of Grantor shall be so appointed. Such appointment of a successor Trustee shall be by a writing signed by the chairman of the Tax Department of said Sirote & Permutt, P.C., properly notarized, addressed and delivered both to the Trustee who is being replaced (if such Trustee is living) and

to the successor Trustee. Likewise, the chairman of the Tax Department of Sirote & Permutt, P.C. may, in the same manner, appoint any number of successor Trustees.

3. The Trustee shall not be precluded from future or continued professional representation of Grantor, Grantor's estate, or members of Grantor's family, or any corporations, partnerships or other business entities in which they have an interest. Accordingly, any continued or future representation of said parties shall not be deemed a conflict of interest. The Trustee other than a family member shall receive reasonable compensation for its services as Trustee.

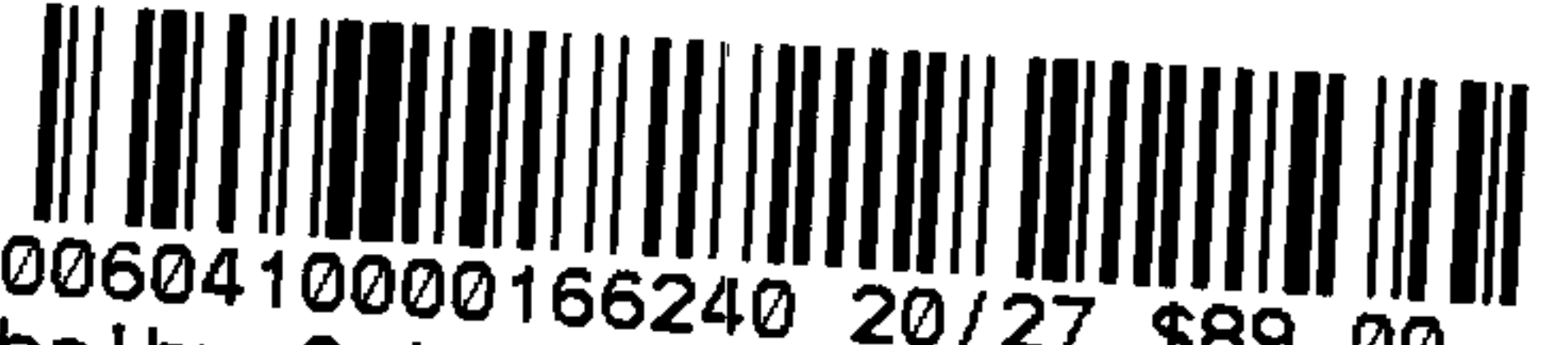
4. No successor Trustee shall be personally liable or responsible in any way for any act or failure to act of any predecessor Trustee nor bear any loss or expense from or occasioned by anything done or omitted by the predecessor Trustee, but such successor Trustee shall be liable only for its own acts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

5. The Trustee may resign at any time. The adult beneficiaries and the parents or legal guardians of minor or incompetent beneficiaries then in existence may approve the accounts of any resigning Trustee, and such approval shall be binding upon all persons whomsoever and shall be a full and complete discharge and acquittance of such Trustee.

XIII

REMOVAL OR REDESIGNATION OF TRUSTEE

Notwithstanding anything hereinabove to the contrary, Grantor's husband shall have the right to rearrange the order in which the Trustees named hereinabove shall serve, and/or to substitute for any Trustee any bank or trust company having, at the time of such redesignation, total resources or assets under management of not less than One Hundred Twenty-Five Million Dollars (\$125,000,000.00), or any one or more individuals. In the event Grantor's said husband should so redesignate any Trustee who has not at said time commenced serving as Trustee, then such redesignation shall be by a writing signed by Grantor's said husband, properly notarized, and attached to this Trust Agreement. In the event Grantor's said husband should so redesignate any Trustee who is at that time serving as Trustee hereunder, then such redesignation shall be by a writing signed by Grantor's said husband, properly notarized, addressed and delivered to the Trustee, advising the Trustee that it has been removed and naming therein the successor and confirming that the successor has accepted the trusteeship. Thirty (30) days after receipt of such written notice as aforesaid, the Trustee shall thereupon be removed. Anything hereinabove to the contrary notwithstanding, the power to remove and replace a Trustee shall not be exercisable by Grantor's husband, where such power will cause all or any part of the assets of the trust estate to be included in the estate of Grantor's husband under applicable provisions of the Internal Revenue Code, Treasury Regulations and case law in effect at the time of such exercise. Third parties may rely upon the written representations of Grantor's husband that the conditions and requirements for the exercise of such power to remove and replace a Trustee have been satisfied.


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XIV

PROVISIONS FOR MULTIPLE TRUSTEES

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

1. With respect to any matter as to which the Trustees have joint authority, a Trustee from time to time may delegate any or all of that Trustee's rights, powers, duties, and discretion as Trustee to the other Trustee(s), with the consent of the latter;
2. The Trustees may establish bank accounts and may authorize that checks or drafts may be drawn on, or withdrawal made from, any such account on the individual signature of any one Trustee;
3. A Trustee shall be presumed to have approved a proposed act or decision to refrain from acting if that Trustee fails to indicate approval or disapproval thereof within fifteen (15) days after a written request for approval; and
4. The Trustees may execute documents by jointly signing one document or separately signing concurrent counterpart documents.

XV

DUTIES AND POWERS

The Trustee shall hold and manage said property, and such other property as it may subsequently acquire pursuant to the power and authority herein given to it, with the following powers and authority, all and singular:

1. To sell, exchange, transfer or convey, either before or after option granted, all or any part of said trust estate upon such terms and conditions as the Trustee sees fit, to invest and reinvest said trust estate and the proceeds of sale or disposal of any portion thereof, in such loans, stocks, bonds or other securities, mortgages, common trust funds, shares of investment companies or investment securities of management-type investment companies such as mutual funds, registered mutual funds (including funds for which the trustee, or an affiliate of the trustee, provides investment advisory, custodial or other compensated services), interests in limited liability companies, partnership interests of any kind, currencies, or other property, including partial interests therein, such as life estate, term or remainder interests, real or personal,

whether so-called "legal" investments of trust funds or not, as to the Trustee may seem necessary or desirable. The Trustee may delegate all or any part of the above powers to such investment counselors, consultants or managers as it deems appropriate.

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

3. To borrow money for such time and upon such terms as the Trustee sees fit, without security or on mortgage of any real estate or upon pledge of any personal property held by the Trustee hereunder, and to execute mortgages or pledge agreements therefor.

4. To hold any property or securities originally received by Trustee as a part of said trust estate, particularly including any stock or interest in any family corporation, partnership or enterprise, and also including any stock or obligations of any corporate Trustee serving hereunder from time to time, or of any holding company or similar corporation which owns stock of such corporate Trustee, so long as the Trustee shall consider the retention thereof in the best interest of said trust estate, irrespective of whether such property or securities are a so-called "legal" investment of trust funds, without liability for depreciation or loss through error of judgment, and in disposing of any property constituting a part of said trust estate, to acquire other property which is not a so-called "legal" investment of trust funds, including any stock or obligations of any corporate Trustee serving hereunder from time to time, or of any holding company or similar corporation which owns stock of such corporate Trustee, where such course is, in the opinion of the Trustee, in the best interests of said trust estate.

5. To determine whether any money or property coming into its hands shall be treated as a part of the principal of said trust estate or a part of the income therefrom, to apportion between such principal and income any loss or expenditure in connection with said trust estate as to it may seem just and equitable, and to set up reserves out of income to meet such items of depreciation, obsolescence, future repairs or amortization of indebtedness deemed by the Trustee to be a proper charge against income. In those instances in which the beneficiary hereunder is serving as sole Trustee, income and principal shall be apportioned in accordance with the terms and provisions of the Alabama Principal and Income Act.

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

7. To hold any or all securities or other property in bearer form, in the name of the Trustee, or in the name of the nominee of the Trustee, without disclosing any fiduciary relationship.

8. To exercise the voting rights of interests in any entities owned by the trust, in person or by proxy upon all stocks held by the Trustee, to unite with other owners of similar property in carrying out any plans for the reorganization of any corporation or company whose securities form a portion of the trust estate, to exchange the securities of any corporation for other securities upon such terms as Trustee shall deem proper, to assent to the consolidation, merger, dissolution or reorganization of any such corporation, to lease the property or any portion thereof of such corporation to any other corporation, to pay all assessments, expenses and sums of money as Trustee may deem expedient for the protection of the interest

of the trust estate as the holder of such stocks, bonds or other securities, and generally, to exercise, in respect to all securities and ownership interests in entities held by it, the same rights and powers as are or may be exercised by persons owning similar property in their own right; provided, however, that if, at any time a corporate Trustee is serving hereunder, it shall purchase or retain stock or obligations of itself or of any holding company, or similar corporation which owns stock of such corporate Trustee, then in the election of directors and other matters in which said corporate Trustee is prohibited from voting its own stock or stock of any holding company or similar corporation which owns stock of a corporate Trustee, such stock shall be voted by the eldest adult beneficiary hereunder.

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

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

11. To pay, from and out of the income of the trust property, any and all expenses reasonably necessary for the administration of the trusts, including interest, taxes, insurance, including public liability insurance, and compensation to the Trustee, as well as any other expense incurred for the benefit of the trust estate, and in the event the income from the trust property is insufficient for the purpose of paying such expenses, to pay the same from the corpus of the trust estate.

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

13. In making any division of the trust property into shares for the purpose of any distribution thereof directed or permitted by the provisions of this Trust Agreement, the Trustee may make such division or distribution either in cash or in kind, or partly in cash and partly in kind, as the Trustee shall deem most expedient, and in making any division or distribution in kind, the Trustee may allot any specific security or property, or any undivided interest therein, to any one or more of such beneficiaries, and in such proportions and amounts, without regard to equality of distribution, or federal income tax basis thereof, as it may deem proper, and to that end, may appraise any or all of the property so to be allotted, and the Trustee's judgment as to the propriety of such allotment and as to the relative value and basis for purposes of distribution of the securities or property so allotted, shall be final and conclusive upon all persons interested in this trust or in the division or distribution thereof; provided, however, that in exercising the authority given to it under this provision, the Trustee shall not violate any provision in this Trust Agreement dealing with devises to Grantor's surviving spouse, which are to qualify for the marital deduction.

14. In the event that subsequent to the execution of this Trust Agreement, Grantor should execute a Will by the terms of which substantially all of her assets are given and devised to the Trustee under the within Trust Agreement, it is the intention of Grantor that her said Last Will and Testament be interpreted and administered by her Personal Representative and the Trustee under this Trust Agreement in accordance with the Internal Revenue Code. Consequently, Grantor directs that the Trustee of this Trust Agreement shall not be liable to any beneficiary herein for any action taken or not taken, election made or not made, or resulting federal income tax consequences upon the apportionment or distribution in kind or otherwise of

any asset of Grantor's estate, where the Trustee has exercised good faith and ordinary diligence in the performance of its duties.

15. In the event said trust estate owns an interest in the shares of stock of any closely-held family corporation, or an interest in a closely-held family limited liability company or partnership, and the persons named herein as Trustee shall be or shall become affiliated with any such closely-held corporation, limited liability company or partnership, serving as employees, managers, general partners, officers or directors thereof, Grantor directs that such persons so serving as Trustee of said trust estate shall not be disqualified from employment by any such family corporation, limited liability company or partnership, or its successor, or the continued employment by said persons for either the same or greater compensation as determined from time to time by the board of directors in office. In the circumstances described in this subsection, said persons so serving as Trustee of said trust estate shall be exonerated from any claim or demand arising from the fact that they may be receiving or have received compensation for serving as a director, officer and/or employee when serving as Trustee or successor Trustee.

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

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

18. To enter into a partnership agreement, operating agreement or similar arrangement with others, or accept the assignment of, or otherwise acquire, hold and dispose of an interest in a partnership or limited liability company, continue the operation of any such partnership or limited liability company, and in doing so to use in such partnership or limited liability company, any part or all of any trust estate owning such partnership or limited liability company interest, and to become either a general or limited partner, a manager, or a member. In any such case, as to creditors of or claimants against such partnership or limited liability company, and as to the other members of such partnership or limited liability company, liability, if any, of the Trustee for the debts and other liabilities of the partnership or limited liability company, shall be limited to the assets of any trust estate owning such partnership or limited liability interest, 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 beneficiaries of any such trust estate.

19. To redeem any stock held under this Trust Agreement to pay the entire federal estate tax liability of the Grantor or otherwise, pursuant to I.R.C. Section 303.

20. To buy, sell, or otherwise deal with any split interests, including life interests, interests for a term of years, or remainder interests that may at any time be owned by said trust estate, or in which said trust estate may have an interest. Grantor directs that the decision of the Trustee as to the use of actuarial tables or information in determining the value of any said split interest shall be made at the sole discretion of the Trustee, and be free from any interference, demand or control of any beneficiary, and for the honest exercise of the discretion conferred on it, the Trustee shall be liable to no one.

21. To appoint and remove one or more ancillary Trustees in any jurisdiction where the Trustee is unable to serve and to pay them reasonable compensation (as determined by the Trustee making the appointment) as an administration expense, and such ancillary Trustee shall serve without bond or other security and shall have all the powers and authority conferred by this instrument on the Trustee.

22. To change the situs of any trust created under this instrument by written document signed and acknowledged by the Trustee; and, in connection with any such change and without any need to obtain the approval of any court, to elect that such trust shall be subject to the jurisdiction of, and to move the assets of such trust to, the state, country or place of the new situs; and, if such election is made, such trust shall be administered and the validity and effect of the provisions of this instrument applicable to such trust shall be determined in accordance with the laws of such jurisdiction.

23. If at any time any trust created hereunder holds stock in a corporation which has elected to be treated for federal income tax purposes as an "S" corporation pursuant to Code Section 1362 and the Treasury Regulations thereunder, the Trustee shall have the authority, in its sole and absolute discretion, to make an election for such trust to become an "Electing Small Business Trust" as defined in Code Section 1361(e).

XVI

DIVORCE OF GRANTOR AND SPOUSE

Any provision in this entire Trust Agreement to the contrary notwithstanding, the provisions made herein for the benefit of Grantor's husband are being made on the assumption that he and Grantor shall remain husband and wife at all times prior to Grantor's death. In the event Grantor and her husband shall be divorced at any time prior to Grantor's death, then on the date that such divorce shall become final, all rights and benefits of Grantor's husband under the terms of this entire Agreement, both prior and subsequent to Grantor's death, shall cease, terminate and become null and void, including, but not limited to, any special power of appointment which may have been granted to Grantor's husband, exercisable by specific provision in the Will of Grantor's husband, to alter the disposition made by Grantor under the terms hereof of the trust assets among Grantor's lineal descendants and any right to redesignate successor Trustees that may be granted to Grantor's husband under the provisions hereof. In the event that Grantor and her husband shall be divorced at any time prior to Grantor's death, then upon the date that such divorce decree becomes final, Grantor's husband, if then serving as a Trustee hereunder, shall no longer remain as a Trustee, but, on the contrary, shall be required to resign forthwith and to transfer, deliver and pay over all assets included in the trust to the successor Trustee named herein, and the administration of this trust and disposition of assets shall thereafter be handled in the same manner as herein directed following the death of Grantor's husband.

IN WITNESS WHEREOF, the parties have executed this instrument by affixing their hands
and seals in duplicate, on the day and year herein first written.

Shirley L. Oass
Witness

Edw. D. Swimmer
Witness

Anita E. McKinney (SEAL)
Anita E. McKinney

(GRANTOR)

Gene L. McKinney (SEAL)
Gene L. McKinney

(TRUSTEE)



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I, the undersigned authority in and for the State of Alabama at Large, hereby certify that Anita E. McKinney, whose name is signed to the foregoing instrument as Grantor, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 20th day of June, 2001.

Reva D. Ramey
Notary Public
My Commission Expires: 1-19-2005

[SEAL]

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Gene L. McKinney, 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 20th day of June, 2001.

Reva D. Ramey
Notary Public
My Commission Expires: 1-19-2005

[SEAL]


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