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STATE OF ALABAMA)
)
JEFFERSON COUNTY)

THE REBA M. ADAMS FAMILY TRUST

THIS AGREEMENT, made and entered into as of the 1st day of May, 2006, by and between **Reba M. Adams**, resident of Shelby County of the State of Alabama, hereinafter sometimes referred to as "Grantor" when acting her various current property ownership capacities and **Reba M. Adams**, hereinafter sometimes referred to as the "Trustee" when acting in her new fiduciary capacity as Trustee of the Trusts created by this Trust Agreement as follows:

WITNESSETH:

WHEREAS, the Grantor desires to grant, out of present holdings and property, and create therewith a trust, or several trusts, which shall be for the benefit of Reba M. Adams and her Husband, Arnold W. Adams. Should Reba M. Adams not be survived by her Husband at the time of her demise, then their Issue (Sheila Suzanne Whitley, Kim Michelle Wellborn, and Ginger Gail Clayton or the surviving issue of any one of the aforenamed beneficiaries should they predecease the Grantor, per stirpes) shall be the contingent beneficiary(s) of this Trust.

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 said beneficiaries, all in accordance with the provisions hereinafter set forth;

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

ARTICLE I

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, for the use and benefit of the Grantor and above named beneficiaries, for such other uses and purposes as are more specifically set out herein. All property which comes under the control of this Trust Agreement will be referred to collectively as the "Trust Estate."

Whenever or however it is transferred or conveyed into the control of this Trust Agreement, any property which is community property and/or separate property, prior to its transfer into the Trust, shall retain its character as community property and/or the sole and separate property oı tne respective Grantor. This property shall be subject to the terms of this Trust Agreement. For clarity, any property which is the exclusive property of Reba M. Adams, should be listed on a schedule designated as the "Reba M. Adams Trust" At any time, property may be transferred, from any source, to these respective Trusts and held under the sole and separate control of Reba M. Adams as Trustee for the sole and separate benefit of Reba M. Adams.

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, namely:

ARTICLE II

DUTIES AND POWERS

In the management and control of any trust created herein, the Trustee, in its sole judgment and discretion, may do and have done with respect to each trust estate, all things which, in the judgment and discretion of the Trustee, may seem necessary, desirable and proper to promote, protect and conserve the interests of the trust estate, and of the beneficiaries thereof, in like manner as if the Trustee were entitled to said property beneficially, and every determination of the Trustee in the construction of the powers conferred upon the Trustee or in any manner committed to the discretion of the Trustee, or with respect to which the Trustee may be empowered to act hereunder, whether made upon a question formally or actually raised or implied in relation of the premises, shall be binding upon all person interested in the trust and shall not be objected to or questioned on any grounds whatsoever. Without in any way limiting the generality of the foregoing, but solely in order to define with particularity certain of the powers herein vested in the Trustee, the Trustee shall have and may in its judgment and discretion, and except as specifically hereinafter provided, without notice to anyone or order of court, exercise, among others, the following powers, to be broadly construed with reference to each trust estate and each share thereof:

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 it 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, shares of investment companies or investment securities of management-type investment companies such as mutual funds, or other property, real or personal, whether so-called "legal" investments of trust funds or not, as to it may seem suitable, and to change investments and to make new investments from time to time as to it 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 term, either with or without option of purchase, and to let, exchange, release, partition, vacate, dedicate, or adjust the boundaries of, real estate constituting a part of said trust estate.

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

4. To hold any property or securities received by it as a part of said trust estate, 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 it shall consider the retention thereof in the best interests 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 its opinion, 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. All death benefits which shall become payable under any qualified pension or profit-sharing plan, including a plan for self-employed individuals and owner-employees in which Grantor may be a participant shall be allocated to principal under the terms and provisions of this Trust Agreement. In those instances in which a beneficiary hereunder is serving as sole Trustee, income and principal shall be apportioned in accordance with the terms and provisions of the Income and Principal Act of the State of Alabama.

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

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

8. To hold any or all securities or other property in bearer form, in the name of the Trustee or in the name of some other person, partnership or corporation without disclosing any fiduciary relationship.

9. To vote in person or by proxy upon all stock held by it, to unite with other owners of similar property in carrying out any plan for the reorganization of any corporation or company whose securities form a portion of the trust estate, to exchange the securities of any corporation for other securities upon such terms as it 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 it may deem expedient for the protection of the interest of the trust estate as the holder of such stocks, bonds or other securities, and generally, to exercise, in respect to all securities held by it, the same rights and powers as are or may be exercised by person 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.

10. 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 its judgment may be necessary or proper.

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

12. 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.

13. 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 it.

14. To pay, upon the death of any beneficiary hereunder who is, at the time of his or her death, entitled to any income from the trust estate, the funeral and burial expenses of the last illness of any such beneficiary, from the corpus or principal share from which a portion of the income derived has been payable to any such beneficiary.

15. The Trustee may 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.

16. In the event said trust estate owns an interest in the shares of stock of any closely-held family corporation, and the person named herein as Trustee shall be or shall become affiliated with any such closely-held corporation, serving as employees, officers or directors thereof, Grantor directs that such person so serving as Trustee of said trust estate shall not be disqualified from employment by any such family corporation or its successor, or the continued employment by said person for either the same or greater compensation as determined from time to time by the board of directors in office. In the circumstances described in this paragraph, said person 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.

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. The Trustee shall, in their judgment, pay to Reba M. Adams, or any other beneficiary under this Trust, all of the net income of this trust estate. Payments may be in such installments and at such intervals as the Trustees, in their sole judgment and discretion, deem advisable. In addition to the income payments, the Trustees, in their sole judgment and discretion, may pay or apply, for the benefit of Reba M. Adams or other beneficiary, any amount of the principal of the trust estate, up to the whole thereof.

ARTICLE III

MANAGEMENT OF THE TRUST AFTER THE DEATH OF GRANTOR

The Trust shall be held, administered, and distributed as follows:

1. The Trustees shall pay to, or apply, equitably, for the benefit of, the surviving beneficiary(s), during his or her lifetime, all of the net income of Trust. Said income shall be paid in convenient installments, but at least annually. These payments or applications of income are to be made only for: health, medical, dental, hospital, nursing, and invalidism expenses: education; or maintenance and support in reasonable comfort of the surviving beneficiary(s)/issue.

2. The Trustee shall hold each issue's share of said trust estate in trust for the use and benefit of such issue until the death of the last to die of Grantor's issue (hereinafter called the "distribution date"). Until the distribution date, the Trustee shall pay over to each issue the entire net income from his share of said trust estate in such installments as may be convenient to him. The Trustee may appoint to each said issue from the principal of his share of said trust estate 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. It is Grantor's intention that the power which has been granted to the Trustee in the immediately preceding sentence shall be a power limited by an ascertainable standard, as defined in Treasury Regulations Section 20.2041-l(c)(2), and such power shall not be a general power of appointment.

3. In the event a issue of Grantor dies prior to the distribution date, leaving any lineal descendants of such issue living, the Trustee shall apportion the share of such deceased issue for the lineal descendants of such issue, in equal shares, per stirpes. Until the division date, the Trustee shall pay over to each such lineal descendant the entire net income and such part of the principal from his or her share of said trust estate as the Trustee deems reasonable or necessary for the education and maintenance of such descendant. In the event any descendant of a deceased issue of Grantor dies after such deceased issue but prior to the distribution date, the share of such deceased descendant shall be apportioned for his or her lineal descendants, per stirpes, if any, or if none, for such deceased issue's lineal descendants, per stirpes, and distributed in the manner provided in this subsection.

4. In the event a issue of Grantor or a lineal descendant of a deceased issue dies prior to the distribution date, leaving no lineal descendants of such issue living, the share of the trust estate apportioned for such issue or descendant shall be added to the share of said trust estate of Grantors' other issue to be administered and disposed of like such other property so held in trust for them.

5. Upon the distribution date, the Trustee shall apportion the share of said trust estate of the last to die of Grantors' issue for the lineal descendants of such deceased son, in equal shares, per stirpes. If such deceased issue has no lineal descendants, the Trustee shall apportion the share of such deceased issue for the lineal descendants of Grantors' other deceased issue, in equal shares, per stirpes.

6. As soon as reasonably practical after the distribution date, the Trustee shall transfer and pay over to each descendant of a deceased issue of Grantor his or her share of said trust estate apportioned for him or her, outright and free from trust; provided that, if any descendant of such deceased issue shall not at said time have attained the age of twenty-one (21) years, then, though the share of such descendant in said trust estate shall be deemed then to have vested in him or her, and shall be payable to his or her estate in the event of his or her death prior to attaining the age of twenty-one (21) years, the Trustee shall continue to hold the same in trust for him or her until he or she shall attain the said age of twenty-one (21) years, using and applying for his or her support, education and comfort, such part of the net income or principal from his or her share of said trust as

the Trustee deems necessary or desirable for said purpose. Any income not so paid or applied shall be accumulated and added to his or her share of said trust estate at the end of the fiscal year of the trust.

7. In the event there shall be no descendant of Grantor living at the distribution date, then at the distribution date, the Trustee shall transfer and pay over all assets remaining in said trust estate 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 she died at said time a resident of Alabama intestate and owned said property.

8. Notwithstanding any contrary provisions contained in this Section, each of Grantor's said issue, by specific reference thereto in his valid Last Will and Testament, shall have the power to direct the Trustee named herein to change the time set herein for distribution of the shares of one or more of Grantors' grandchildren who are the children of said issue and/or to alter the division of his share of said trust estate by dividing it among his lineal descendants and/or Grantors' lineal descendants other than such issue in such manner and in such equal or unequal proportions, in trust or otherwise, as each of Grantor's said issue may see fit. Grantor recognizes that each of the said issue may be better able, based on conditions which may prevail after the execution of this Trust Agreement, to make a more appropriate division of his share of said trust estate among his said descendants and/or Grantors' lineal descendants other than such issue than Grantor has directed, and accordingly, Grantor desires each issue to have the above limited special power of appointment, in order that he may change the method of distribution of his share in Grantors' estate as set out herein above, in such manner as he considers desirable, taking into consideration the financial condition of each of his said descendants and/or Grantors' lineal descendants other than such issue and any other circumstances which may exist at said particular time. Anything above to the contrary notwithstanding, under no conditions may any of Grantors' said issue appoint any part of his share of said trust estate to himself, to his estate, to his creditors or to the creditors of his estate. In exercising the limited power of appointment given to each of Grantors' issue by creating a trust for the benefit of any of his or Grantors' lineal descendants other than such person, each issue is hereby expressly prohibited from including in any such trust any provisions which may be interpreted as violating the common-law rule against perpetuities as applicable in the State of Alabama.

ARTICLE VI

TRUSTEES

The following person will act as Trustees, in the following order of succession:

(1) While Reba M. Adams is alive and capable of acting, she will act as Trustee.

(2) After the death of Reba M. Adams, Ginger Gail Adams Clayton shall act as Successor Trustee.

(4) If there is ever a need to choose additional successor or substitute Trustees beyond those listed, such Trustees shall be chosen by majority vote of the beneficiaries hereunder.

(6) Unless specifically required otherwise, the signature of only one Trustee is sufficient when dealing with Trust assets. No Trustee shall make any distribution from principal or income of any of these Trusts created by this Trust Agreement which shall have the effect of discharging any person's legal obligation to support any beneficiary of these Trusts.

(7) The adult beneficiaries and the parents or legal guardians of minor beneficiaries then in existence may approve the accounts of any resigning Trustee and such approval shall be binding upon all person whomsoever and shall be a full and complete discharge and acquittance of such Trustee. 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.

ARTICLE VII

MISCELLANEOUS PROVISIONS

1. In the distribution of any trust herein created, made in accordance with the terms hereof, the Trustee, in its uncontrolled discretion, may pay over the shares to be distributed either in cash or in property, or partly in cash and partly in property, and at such valuations as to it may seem proper, and the determination of the Trustee of the value of any property for the purpose of distributing any share hereunder shall be final, conclusive and binding upon all parties interested in such distribution.

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

3. Where Grantor has herein directed that funds shall be used for, paid over to, or applied by the Trustee for the benefit of any minor beneficiary, the Trustee may, in its discretion, pay over such sums to the per issue having custody of such beneficiary, or to such other person as it may select, including the beneficiary, or custodian for such 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.

4. Anything in this Trust Agreement to the contrary notwithstanding, no trust created hereunder shall continue beyond the day next preceding twenty-one (21) years after the death of the last to die of those beneficiaries who are living at the date of this Agreement; and upon the expiration of such period, all trusts shall terminate and the assets thereof shall immediately be distributed outright to those persons entitled, and in the same proportions to which they are entitled to take, under the provisions hereinabove set forth, irrespective of the attained ages of such beneficiaries on such date.

5. The Trustee is specifically authorized and empowered to purchase from the estate of the Grantor, any stock, bond, security or other property, real or personal, offered for sale by the Grantors' personal representative, irrespective of whether or not such security or property is eligible for investment by fiduciaries under any statute or law; and the Trustee shall incur no responsibility or liability for any loss resulting to the trust estate from any such purchase or from the retention of any assets so acquired. The Trustee shall also be authorized and empowered to purchase as an investment for the trust estate, any debt, obligation, tax or liability due or owing by Grantor at the time of his death or at any time owing by Grantors' estate. The Trustee is further authorized and empowered to make loans to the estate of the Grantor in such amounts, upon such terms, either without security or on mortgage of any real estate or upon pledge of any personal property held by Grantors' estate, at such rates of interest, as it sees fit, and to execute mortgages or pledge agreements therefor.

6. It is the express intention of Grantor that, except as specifically provided herein, no part of any of the trust estates herein created shall ever revert to, or revest in, Grantor by operation of law or otherwise. Therefore, any provision in this entire Agreement to the contrary notwithstanding, if, prior to the termination of the trust estates herein created, and while Grantor is still living, any of the beneficiaries who are entitled to share in the trust estates herein created should die, leaving Grantor as one of the heirs, devisees or legatees of such deceased beneficiary, either by will or by operation of law, then Grantor specifically directs that, for the purposes of disposing of any interests in the trust estate of such deceased beneficiary, Grantor shall not be counted or considered as one of the heirs, devisees or legatees of the beneficiary so dying, and Grantor relinquishes, releases and renounces for himself and his estate, all rights and interest, whether vested or contingent, including any reversionary rights or possibility of reverter, in the corpus and income of the trust hereby created, and any power to determine or control, by alteration, amendment, revocation or termination, or otherwise, the beneficial enjoyment of the corpus or income of the trust hereby created.

7. As to the net income which, by any provision of this trust, may be payable to any beneficiary, 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 the 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 of nature whatsoever, or to any legal process in aid thereof, contracted or incurred by or for such beneficiary.

8. In the event that Grantor creates a trust or trusts, whether 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 of a trust estate, the Trustee shall transfer and pay over such trust estate to all said income beneficiaries in proportion to the their respective income interests. 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.

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

10. 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.

ARTICLE VIII

ADDITIONS TO TRUST

The Trustee may receive any real or personal property, securities, sums of money or policies of life insurance from the Grantor or any other person or persons for the purposes of this trust.

1. The additions so received shall be held, invested and managed, and the payments therefrom made, in accordance with the provisions hereof. Said additions shall be listed on a schedule and said schedule shall be signed by the donor and Trustee, and attached to and made a part of this Trust Agreement.

ARTICLE IX

LIABILITY OF TRUSTEE

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

ARTICLE X

TRUST REVOCABLE

Grantor specifically directs that the trust herein created is revocable and that there are no conditions or reservations on the power of the Grantor to revoke, alter, or amend this Agreement, in whole or in part or to execute a novation or substitution of another Trust Agreement, in place of this one, to govern the property covered hereunder, or to free any or all of the property constituting said trust estate from the terms of said trust.

ARTICLE XI

DEFINITION OF TERMS

Where the context 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.

IN WITNESS WHEREOF, the Undersigned has set her hand and seal, and caused this instrument to be executed, as Grantor, as of the day and year first above written, and her signature indicate, in the capacity of Trustee, her acceptance of the terms of the trust hereunder.

Reba M. Adams
Reba M. Adams
Grantor

Reba M. Adams
Reba M. Adams
Trustee

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, Reba M. Adams, whose name as Grantor aforesaid is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 7 day of June, 2006.

Frank L. Nelson
Notary Public
My Commission Expires: 11-06-07

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Reba M. Adams**, whose name as Trustee aforesaid is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 7 day of June ,2006.

Frank L. Nelson
Notary Public
My Commission Expires: 11-06-07