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Shelby Cnty Judge of Probate, AL
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INTER VIVOS TRUST

I, Davy Lee Aldous, of Wilsonville, Alabama, hereby assign and transfer to Davy Lee Aldous, as trustee, certain property, a description of which is set forth in schedule "A" hereto attached and made a part hereof, and in consideration thereof, the trustee hereby agrees that he will receive and hold the same (and such additional property which hereafter, with its consent, may be transferred or bequeathed to it by me or any other person) subject to the terms and conditions of this agreement, which shall be known as the "Davy Lee Aldous Trust dated November 29, 2001".

Article I

Payments to Settlor

The entire net income from the trust estate shall be paid to me in regular installments so long as I shall live. If the income shall be insufficient, in the opinion of the trustee, to provide for my welfare and those dependent upon me for their support, the trustee may pay such sum or sums from principal as may be required.

Article II

Payments After Settlor's Death

Upon my death, the trustee shall pay to my sister, Linda L. Aldous, the portion of net income and corpus of the trust estate, certain property, a description of which is set forth in schedule "A" hereto attached and made a part hereof, and the subject inter vivos trust shall be terminated.

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Article III

Directions for Various Contingencies

3.01 It is my intention that the comfort and welfare of the income beneficiary shall be regarded as paramount to the conservation of the trust estate for the benefit of remaindermen. Accordingly, if the income of the share allotted to any beneficiary hereunder shall be insufficient to provide for the comfort and welfare of such beneficiary, the trustee may pay such sum or sums from the principal of such share as may be required for such purposes. Neither is it my intention to encourage extravagance or indolence on the part of any beneficiary. Therefore, before making such principal payments, the trustee may take into consideration the income and resources of the beneficiary, together with any other factors which it may deem pertinent, but the trustee need not require the exhaustion of personal resources as a condition to granting relief under this paragraph.

3.02 Irrespective of any other provision of this agreement, if any share of the trust estate should still be held in trust twenty-one years after the death of the last survivor of the designated beneficiaries hereunder who are in being at the date of this agreement, such share shall thereupon immediately vest in and be distributed to the income beneficiaries in the same proportions as they are then entitled to receive income.

3.03 The trustee is authorized to acquire by purchase, exchange or otherwise, property, real or personal, from the executor, administrator or testamentary trustee of my estate, although such property may not be of character prescribed by law or by the terms of the trust instrument for the investment of the trust funds, and although the acquisition of such property may result in a large percentage of the trust estate being invested in one class of property. The trustee is expressly

authorized to retain the property so acquired so long as the trustee shall deem advisable; to make secured or unsecured loans to the executor, administrator, or testamentary trustee of my estate upon such terms as the trustee shall deem advisable.

Article IV

Powers and Duties of Trustee

In the administration, investment and distribution of the trust estate and the several shares thereof, the trustee shall have the following powers in addition to any other authority given or conferred upon it by law:

4.01 Subject to the duty to apply the proceeds and avails of the trust property to the purposes herein specified, the trustee may perform every act in the management of the trust estate which individuals may perform in the management of like property owned by them free of any trust, and may exercise every power with respect to each item of property in the trust estate, real and personal, which individual owners of like property can exercise, including by way of illustration the following powers:

- (a) To sell, grant options to purchase, to exchange or alter assets of the trust estate or any of them; to enter into any contract without personal liability thereon;
- (b) To invest and reinvest all funds, which are from time to time available for investment or reinvestment, in any kind of property, real or personal, including by way of illustration: bonds, interests in any amount in common trust funds established by the trustee, stocks of any class, mortgages and other investments and property whether currently producing income or not, as the trustees shall deem proper and for the best interests of the trust estate;
- (c) To retain, without liability for loss or depreciation resulting from such retention,

the original assets and all other property hereafter transferred, devised or bequeathed to the trustee, although such property may not be of the character prescribed by law or by the terms of this instrument for the investment of other trust assets and although it represents a large percentage or all of the trust estate; thus the original property may either be held as a permanent investment or sold whenever the trustee deems a sale advisable;

(d) To lease property upon any terms or conditions and for any term of years although extending beyond the period of any trust hereunder;

(e) To insure, improve, repair, alter and partition real estate, erect or raze improvements, grant easements, subdivide, dedicate to public use;

(f) To cause any of the investments to be registered in the trustee's name or in the name of a nominee; and any corporation or its transfer agent may presume conclusively that such nominee is the actual owner of any investment submitted for transfer;

(g) To delegate powers, discretionary or otherwise, for any purpose to one or more nominees or proxies with or without power of substitution, and to make assignments to, and deposits with, committees, trustees, agents depositaries and other representatives; and to retain any investment received in exchange in any reorganization or recapitalization;

(h) To settle, compromise, contest or abandon claims or demands in favor of or against the trust estate;

(i) To borrow money from any lender including the trustee, assume indebtedness, extend mortgages, and encumber by mortgage or pledge;

(j) To determine all questions with respect to the manner in which expenses (including the fee of the trustee) are to be borne and receipts are to be credited as between principal and income; all decisions and accounts of the trustee shall be binding on all

persons in interest, and the trustee shall incur no liability on account thereof except for fraud or gross negligence;

(k) To determine the market value of any investment of the trust estate for any purpose on the basis of such quotations, evidence, data or information as the trustee may deem pertinent and reliable without any limitation whatever; to distribute in cash or in kind upon partial or final distribution;

(l) To pay from the principal of the trust estate, unless otherwise provided in my will, and without reimbursement or contribution from any person, a portion of any inheritance, estate, transfer or succession taxes, including any interest and penalties thereon, assessed because of the inclusion of the trust estate or any part thereof in my estate for tax purposes; this proportion of such taxes shall be the same as the proportion which the part of the trust estate so taxed bears to the total property so taxed, taking into consideration deductions, exemptions and other matters which the trustee deems pertinent. The trustee may, however, rely upon the statements of the personal representative of my estate regarding all material facts;

(m) To pay all costs, charges, and expenses of the trust estate, together with reasonable compensation for the trustee's services hereunder, including services in whole or partial distribution of the trust estate; to employ and to compensate from the trust estate such agents, assistants and attorneys as in the trustee's judgment shall be necessary to protect and manage the trust property; and to be reimbursed from the trust estate for all costs, expenses and attorney's fees incurred by the trustee for any reason except for fraud or gross negligence;

(n) To pay or compromise all taxes, including any interest or penalties thereon,

which may be assessed against the trust estate or against the trustee on account of the trust estate or the income thereof;

(o) To consolidate for purposes of investment and administration any two or more trusts established hereunder into a single common fund, and to assign proportionate undivided interests therein to the respective trust estates;

(p) To charge any premium on investments solely against principal;

(q) To drill, mine or otherwise operate for the development of gas, oil or other minerals; to enter into contracts relating to the installation and operation of absorption and repressuring plants; to place and maintain pipe lines, telephone and telegraph lines; and to execute oil, gas and mineral leases, division and transfer orders, grants and other instruments of every kind and character containing such provisions as the trustee considers appropriate.

4.02 Should any assets of the trust estate or any share thereof be or become unproductive, the trustee shall, upon the written direction of the adult beneficiary or beneficiaries, convert such unproductive assets into income-producing property within a reasonable time.

4.03 No person dealing with the trustee shall be obliged to inquire as to the trustee's powers or to see to the application of any money or property delivered to the trustee. The trustee shall not be required to obtain authority or approval of any court in the exercise of any power conferred hereunder and shall not be required to make current reports or accountings to any court nor to furnish a bond for the proper performance of any duties hereunder.

Article V

Advisor and Successor Trustees

5.01 Until the trustee shall receive written notice of any death or other event upon which the right to payments from this trust may depend, the trustee shall incur no liability for disbursements made in good faith to persons whose interests may have been affected by such event.

5.02 If the trustee shall be compelled at any time during the existence of this trust or thereafter to pay any tax or penalty with respect thereto for any reason, the trustee shall be entitled to be reimbursed from the trust estate; or, if the trust estate be then insufficient or if it be then terminated, the trustee shall be reimbursed by the persons to whom the trust estate shall have been distributed, to the extent of the amount received by each distributee. The trustee before making any distribution of either income or principal may accordingly require a refunding agreement or may withhold distribution pending determination or release of any tax lien.

5.03 All payments of income or principal shall be made to the respective beneficiaries in person, upon their personal receipts, or may at their direction be deposited in any bank to the credit of such beneficiary in any account carried in his or her name or jointly with another or others. No such payments shall be wholly or partially grantable, transferable or otherwise assignable in anticipation of payment thereof, by the voluntary or involuntary acts of any such beneficiaries or by operation of law, and they shall not be subject to any obligation of such beneficiaries. Payments to an incompetent beneficiary may be made in such of the following ways as in the trustee's opinion will be most desirable: (a) directly to such beneficiary; (b) to his or her legal representative; (c) to some near relative or friend; (d) by the trustee using such payment directly for the benefit of such beneficiary.

5.04 A person shall be deemed "incompetent" if under legal disability, or if so

incapacitated he or she cannot give prompt and intelligent consideration to business matters. The trustee may act upon such evidence as it shall deem appropriate and reliable, without liability by reason thereof.

5.05 The situs of the trust estate may be transferred to such other place as the trustee may deem to be for the best interests of the trust estate. In so doing the trustee may resign and appoint a successor trustee but may remove each successor trustee so appointed and appoint another, including himself, at will. Each successor trustee so appointed may delegate any and all trustee powers, discretionary and ministerial, to the appointing trustee as its agent.

5.06 Any trustee may resign by giving ten days' written notice to each adult beneficiary receiving income from the trust estate. The adult beneficiaries who are entitled to at least sixty percent (60%) of the distributable net income of the several trust estates may remove a trustee and fill such vacancy or any vacancy caused by the resignation/removal of a trustee; and approval by such beneficiaries of the accounts of any such removed or resigning trustee shall be binding upon all persons whomsoever and shall be as full and complete as a discharge and acquittance of such trustee as though such accounts were approved by a court of competent jurisdiction.

5.07 The title to the trust estate shall vest forthwith in any successor trustee acting pursuant to the foregoing provisions hereof, but any resigning or removed trustee shall execute all instruments and do all acts necessary to vest such title in any successor trustee of record without court accounting. No successor trustee shall be obliged to examine the accounts, records and acts of the previous trustee or trustees, nor shall such successor trustee in any way or manner be responsible for any act or omission of any previous trustee. Any claim or action against any previous trustee must in any event be asserted or filed by any beneficiary within one year after the appointment of a successor trustee.

5.08 Each successor trustee hereunder shall have, exercise and enjoy all of the rights, privileges and powers, both discretionary and ministerial, as are herein and hereby given and granted unto the original trustee, and shall assume all the duties and obligations imposed upon the original trustee; provided, however, that if appointed by the original trustee such successor trustee shall have no power to appoint a successor.

5.09 In the event of the death of Davy Lee Aldous, Linda L. Aldous is hereby appointed successor trustee. Further, in the event of the death of Linda L. Aldous, or her resignation as successor trustee, or her inability to continue to serve as successor trustee, Gary Pliley, residing at the time of the execution of this document in Roy, Utah, is hereby appointed successor trustee. Further, in the event of the death of Gary Pliley, or his resignation as successor trustee, or his inability to continue to serve as successor trustee, Michael Davison Pliley, residing at the time of the execution of this document in Salt Lake City, Utah, is hereby appointed successor trustee.

Article VI

Rights of the Settlor

I hereby reserve unto myself the following rights and powers:

- (a) To revoke this agreement, and the trust hereby evidenced, in whole or in part upon written notice to the trustee, whereupon the trust estate or the part affected by such revocation shall be distributed to me;
- (b) To change or modify the terms hereof from time to time; provided, however, that the duties and liabilities of the trustee shall not be changed without his consent.

Conclusion

In witness whereof, I have hereunto set my hand and seal this 29 day of

November, 2001, and Davy Lee Aldous, to evidence his acceptance of the trusts hereby imposed, has caused these presents to be signed on same date.

Davy Lee Aldous
Settlor
Davy Lee Aldous
Trustee

STATE OF ALABAMA)
SHELBY COUNTY)

Before me, the undersigned Notary Public, in and for said County, in said State, personally appeared Davy Lee Aldous, who being known to me and being by me first duly sworn, under oath, states that the facts set forth in the foregoing are true and correct, according to the best of his knowledge, information and belief.

Given under my hand and official seal this 29 day of FEB, 2001.

0-11-04
My Commission Expires

[Signature]
Notary Public

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Schedule "A"

1. 1968 Pontiac LeMans, VIN 237678B129387.
2. 1997 Fisher boat, HINBUJ49353K697 W/ Mariner motor, SER. NO.:0G525690.
3. 1996 Jeep Cherokee VIN 1J4FJ68S7TL221429.
4. Lot 46 in the First Addition to Sara Vista Subdivision, according to the plat thereof recorded in Map Book 11, Page 35, of the records in the Office of the Judge of Probate, Mobile County, Alabama. Subject to covenants and restrictions as recorded in Real Property Book 289, Page 834 and Real Property Book 664, Page 890. Building lines, right of ways, and easements, if any, as depicted in Map Book 11, Page 35.
5. Lot 10,11,12 according to survey of Hill Subdivision, as recorded in Map Book 3, page 142, in the Probate Office of Shelby County, Alabama.