

LAW OFFICES

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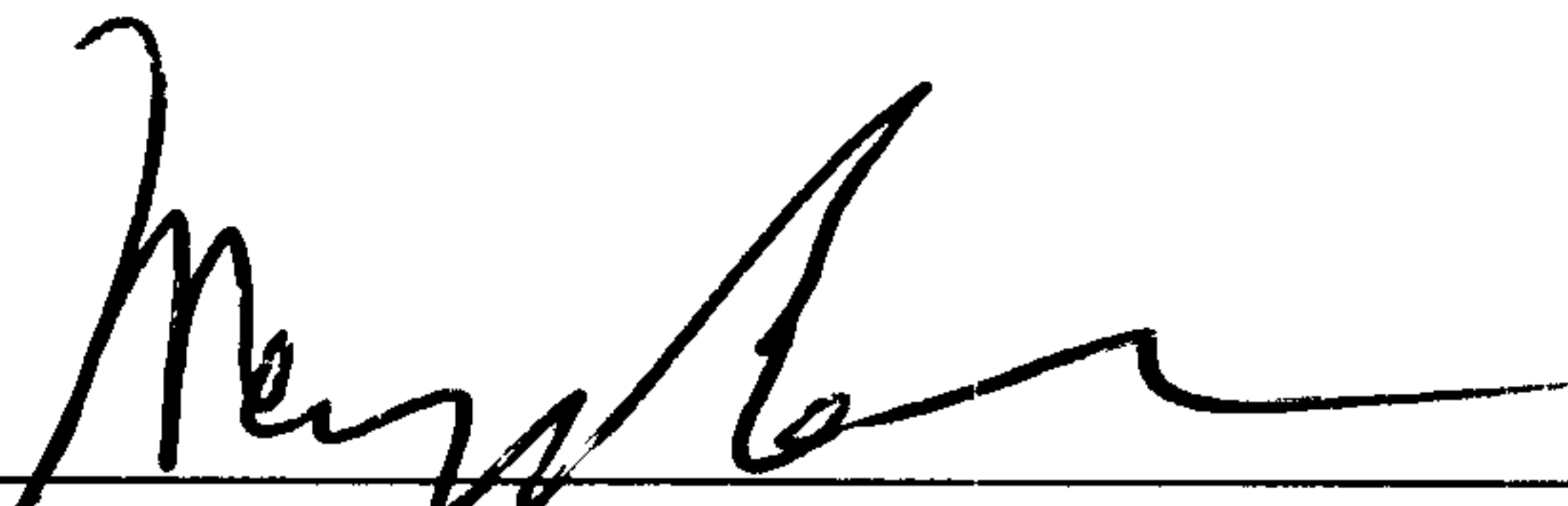


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CERTIFICATION

I, MARTIN COHN, an attorney hereby certify that the attached represents a true and complete copy of the MARY G. BRAKEFIELD TRUST AGREEMENT DATED SEPTEMBER 12, 1989, and amended on June 28, 1994; and again on May 2, 1997; and again on July 10, 2003; and again on June 21, 2004; and that same is still in full force and effect.

Dated: February 13, 2007



MARTIN COHN

Subscribed and sworn to before me
February 13, 2007



Notary Public



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MARY G. BRAKEFIELD
REVOCABLE TRUST AGREEMENT

I, MARY G. BRAKEFIELD, of Shelby County, Alabama, hereby transfer to myself, as Trustee, the property identified in the attached Schedule of Property. The trust property so identified, any property added to the trust in accordance with the provisions of this instrument, and all investments and reinvestments thereof ("trust principal") shall be held upon the following terms:

ARTICLE I

This instrument, as from time to time amended, may be designated the MARY G. BRAKEFIELD TRUST AGREEMENT DATED September 12, 1989," and the initial trust hereby evidenced, as from time to time amended, may be designated the "MARY G. BRAKEFIELD TRUST DATED SEPTEMBER 12, 1989."

ARTICLE II

Commencing as of the date of this instrument and during my life, the Trustee shall administer the trust principal and any net income thereof as follows:

a. The Trustee shall distribute to me or apply for my benefit such amounts of net income and principal, even to the extent of exhausting principal, as the Trustee believes desirable from time to time for my health, support in reasonable comfort, best interests, and welfare, considering all circumstances and factors deemed pertinent by the Trustee. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the Trustee.

b. In addition, the Trustee shall distribute to me or others such amounts of net income and principal as I may from time to time direct in writing, except that if the Trustee believes that I am unable to manage my business affairs properly because of advanced age, illness, or other cause, the Trustee may, in the Trustee's sole discretion, decide not to honor my written direction.

ARTICLE III

Following my death, the Trustee shall pay out of the trust principal:

a. all my legally enforceable debts, including debts owed by me to a Trustee individually, except debts which are an encumbrance on real property;

b. all the expenses of my last illness and funeral;

c. the administration expenses payable by reason of my death, and

d. the estate and inheritance taxes (including interest and penalties, if any) payable in any jurisdiction by reason of my death (including those administration expenses and taxes payable with respect to assets which do not pass under this trust).

Despite the foregoing, if a personal representative of my probate estate is appointed within six (6) months after my death, then the Trustee shall not pay any increase in federal or state estate tax attributable to property in which I have a qualifying income interest for life or over which I have a power of appointment. The Trustee shall certify in writing to the personal representative of my probate estate, if any, the extent to which the principal available for payment of the preceding items is or will be insufficient. The preceding items shall be paid by the Trustee without seeking reimbursement, recovery, or contribution from any person, except that

if no personal representative of my probate estate is appointed within six (6) months after my death, the trustee shall seek reimbursement for, recovery of, or contribution toward the payment of any increase in federal or state estate tax attributable to property in which I have a qualifying income interest for life or over which I have a power of appointment which is not otherwise paid or payable. Any generation-skipping tax resulting from a transfer occurring under this instrument shall be charged to the property constituting the transfer in the manner provided by applicable law.

ARTICLE IV

As of the date of my death, but after providing for the payments, if any, required by Article III of this instrument, the Trustee shall distribute the remaining trust principal (including property to which the Trustee may be entitled under my will or from any other source), as follows:

a. The Trustee shall distribute the sum of Ten Thousand Dollars (\$10,000) to ST. JUDE'S CHILDREN'S RESEARCH HOSPITAL, 322 North Lauderdale, Post Office Box 318, Memphis, Tennessee 38101.

b. As of the date of my death (the "division date"), the principal of the trust shall be divided and allocated into as many separate equal trusts as are necessary so that one such trust may be named for each child of mine either living on the division date or then deceased leaving one or more descendants living on the division date. Provided, however, that the sum of Ten Thousand Dollars (\$10,000) shall be charged against any share created for my son, PHILIP HOWARD BRAKEFIELD, which charge shall be considered an advancement to repay a previous loan to him. Each trust shall be administered as follows:

1. Commencing as of the division date and during the life of the child for whom the trust is named, the Trustee shall distribute to any one or more of the child and his or her descendants, as defined in paragraph F of Article V herein, from time to time living as much of the net income and principal of the trust named for the child, even to the extent of exhausting principal, as the Trustee from time to time believes desirable for the health, support in reasonable comfort, education, best interests, and welfare of the child and his or her descendants, considering all circumstances and factors deemed pertinent by the Trustee; provided, however, that:

A. During any calendar year the Trustee shall distribute a maximum of Twenty-Thousand Dollars (\$20,000) to the child;

B. Any undistributed net income shall be accumulated and added to the principal of the trust, as from time to time determined by the Trustee;

C. My primary concern during the life of the child is for the health, support in reasonable comfort, education, best interests, and welfare of the child and his or her descendants rather than for the preservation of principal for ultimate distribution;

D. No distribution made under this subparagraph to a descendant of the child shall be charged as an advancement to that descendant;

E. The Trustee may make unequal distributions to the descendants of the child or may exclude one or more of them, and shall have no duty to equalize those distributions.

2. Upon the death of the child for whom the trust is named before withdrawal of the entire balance of the trust, or on the division date if that occurs after the death of the child, the principal of the trust shall be distributed as follows:

A. If the child is living on the division date, to such one or more persons living at the death of the child or thereafter born who are descendants of mine, as defined in

paragraph F of Article V herein, as the child may appoint by will specifically referring to this power of appointment;

B. In default of effective appointment, or on the division date if that occurs after the death of the child, to the then living descendants of the child, per stirpes, or, if none, to my then living descendants, per stirpes; or

C. In default of any such descendant, one-half in value of the trust principal to those persons who would have been entitled to receive my personal property under the laws of the State of Alabama, in effect on the date of this instrument, had I died intestate, domiciled in the State of Alabama, immediately after the death of the last to die of my spouse and all of my descendants, and in the proportions determined under those laws, provided that distributions shall not be made to any descendant other than those described in paragraph F of Article V herein.

c. Despite the preceding provisions of this instrument:

1. Property otherwise distributable under clause (b) of subparagraph 2 of paragraph A of this Article to a beneficiary for whom a trust then held hereunder is named shall be added to that trust; and

2. The Trustee may elect to withhold any property otherwise distributable under clause (b) or (c) of subparagraph 2 of paragraph A of this Article to a beneficiary not covered by subparagraph 1 of this paragraph who has not reached the age of twenty-five (25) years and may retain the property for that beneficiary in a separate trust named for the beneficiary, to be distributed to the beneficiary when he or she reaches the age of twenty-five (25) years, or before then if the Trustee so elects. The Trustee shall apply as much of the net income and principal of the trust so retained as the Trustee believes desirable for the health, support in reasonable comfort, education, best interests, and welfare of the beneficiary for whom the trust is named, considering all circumstances and factors deemed pertinent by the Trustee. Under no circum-



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stances is any payment to be made to ROBERT S. CLEVELAND, JR., the natural father of the children of my daughter, MARGARET ANNE BRAKEFIELD CLEVELAND ("my daughter") or to the spouse of my son, PHILIP HOWARD BRAKEFIELD ("my son"). Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the Trustee. If the beneficiary for whom the trust is named dies before complete distribution of the trust, the remaining net income and principal of the trust shall be distributed to the beneficiary's estate.

ARTICLE V

The provisions of this Article shall apply to each trust held under this instrument:

a. If at any time a beneficiary eligible to receive net income or principal distributions is under legal disability, or in the opinion of the trustee is incapable of properly managing his or her financial affairs, then the Trustee may make those distributions directly to the beneficiary, to a lawful guardian of the beneficiary, or to a custodian selected by the Trustee for the beneficiary under a Uniform Transfers to Minors Act or similar applicable law, or may otherwise expend the amounts to be distributed for the benefit of the beneficiary in such manner as the Trustee considers advisable. As used throughout this instrument, the term "lawful guardian" shall mean successively in the order named:

i. the court-appointed conservator of the estate;

ii. either parent; or

iii. the individual having personal custody (whether or not a court-appointed guardian) where no conservator of the estate has been appointed.

b. Among the circumstances and factors to be considered by the Trustee in determining whether to make discretionary distributions of net income or principal to a beneficiary are the other income and assets known to the Trustee to be available to that beneficiary and the advisability of supplementing such income and assets. As used throughout this instrument, the term "education" includes, but is not limited to, private schooling at the

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elementary and secondary school level, college, graduate and professional education, and specialized or vocational training.

c. Except as otherwise provided by law, no interest of any beneficiary shall be subject to anticipation, to claims for alimony or support, to voluntary transfer without the written consent of the Trustee, or to involuntary transfer in any event.

d. If at any time after my death the Trustee shall determine that the trust is of a size that is no longer economical to administer, the Trustee, without further responsibility, may (but need not) distribute the trust to the beneficiary for whom the trust is named.

e. Notwithstanding any other provision of this instrument, at the end of twenty-one years after the death of the last to die of myself, and all descendants of mine who are living at my death, the Trustee shall distribute the principal and all accrued or undistributed net income of the trust to the beneficiary for whom the trust is named.

f. For purposes of determining who is a descendant of mine or of any other person:

1. "Child", "grandchild", "great-grandchild", "descendants", and "issue", shall not include adopted persons.

2. A person born out of wedlock and those claiming through that person shall be deemed to be descendants:

A. of the natural mother and her ancestors; and

B. the natural father acknowledges paternity, of the natural father and his ancestors, in each case unless a decree of adoption terminates such natural parent's parental rights.

g. Upon making any payment or transfer, the Trustee shall be discharged as to such payment or transfer without liability for the subsequent application thereof, and when the final payment or transfer is made from the principal of a trust, that trust shall terminate and the Trustee shall be fully discharged as to that

trust.

ARTICLE VI

a. The Trustee shall have the following powers with respect to each trust held under this instrument, exercisable in the discretion of the Trustee:

1. To collect the income on trust property.
2. To compromise, abandon, adjust and settle in the Trustee's discretion any claim in favor of or against the trust.
3. To hold and retain without liability for loss or depreciation any property or securities transferred to the Trustee or to which the Trustee becomes entitled, including any partnership interest (whether general, limited or special), shares of regulated investment companies or trusts (whether open-end or closed-end), stock or interest in any family corporation, partnership or enterprise, or any stock or obligation of AMSOUTH BANCORPORATION (and any successor thereto) or any of its affiliates, without regard to any statutory or constitutional limitations applicable to the investment of funds and though the retention might violate principles of investment diversification, so long as the Trustee shall consider the retention for the best interests of the trust.
4. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, auction, convey, exchange, transfer, lease or rent for a period beyond the term of the trust (or for a lesser period) for improvement or otherwise, or to grant options, or otherwise dispose of all or any portion of the trust in such manner and upon such terms and conditions as the Trustee may approve.
5. To invest and reinvest the trust or any portion thereof in such loans, bonds, common or preferred stocks, notes, mortgages, participations in mortgages, common trust funds, securities, shares of regulated investment companies or trusts, currencies, partnerships (whether general, limited, or special), or other property, real or personal (including undivided interests therein and partial interests such as life estate, term or remainder interests), domestic or foreign, or to purchase and

sell option (including listed options), or to exercise options, rights, or warrants, and to purchase securities or other property as the Trustee may deem suitable, whether so-called "legal" investments of trust funds or not, provided, however, that the corporate Trustee, acting alone, is authorized to make temporary investments in interest bearing securities and notes, and to purchase and sell fractional shares and subscription rights to which the trust may become entitled.

6. To vote any stock or other security held hereunder in person, or by special, limited or general proxy, with or without power of substitution, or to refrain from voting the same, and to waive notice of any meeting and to give consent for or with respect thereto; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation.

7. To continue or dispose of any business enterprise without liability therefor, whether such enterprise be in the form of a sole proprietorship, partnership, corporation or otherwise, and to develop, add capital to, expand or alter the business of such enterprise, to liquidate, incorporate, reorganize, manage or consolidate the same, or change its charter or name, to enter into, continue or extend any voting trust for the duration of or beyond the term of the trust, to appoint directors and employ officers, managers, employees or agents (including any Trustee or directors, officers or employees thereof) and to compensate and offer stock options and other employee or fringe benefits to them, and in exercising the powers in relation to such business enterprise, to receive extra or extraordinary compensation therefor.

8. To subdivide or otherwise develop, and to change the use or purpose of, any real estate constituting a part of the trust into residential, recreational, commercial, cemetery, or other usage, to construct, alter, remodel, repair or raze any building or other improvement located thereon, to release, partition, vacate, abandon, grant easements in or over, dedicate or adjust the boundaries as to any such property.



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

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

11. To borrow money from any lender, including the Trustee, for such time and upon such terms as the Trustee sees fit, with or without security on or mortgage of any real property or upon pledge of any personal property held hereunder, and to execute mortgages or collateral agreements therefor as necessary.

12. To advance money to or for the benefit of

any trust for any purpose of the trust, and the Trustee shall be reimbursed for the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.

13. To lend money to the personal representative of my estate and to purchase property from the personal representative of my estate and retain it for any period of time without limitation, and without liability for loss or depreciation in value, notwithstanding any risk, unproductivity, or lack of diversification.

14. To hold money in custody arrangement while awaiting distribution or investment under the terms hereof, even though such money be commingled with other funds of the Trustee (in which case the Trustee shall keep a separate account of the same on the books of the Trustee), and the Trustee shall not be required to pay interest thereon.

15. To appoint, employ, remove and compensate such attorneys, agents and representatives, individual or corporate, as the Trustee deems necessary or desirable for the administration of the trust, and to treat as an expense of the trust any compensation so paid.

16. To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the Trustee, in the name of a nominee, or in unregistered form.

17. To keep any property constituting a part of said trust properly insured against hazards, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon said property, and to create reserves for depreciation, depletion or such other purposes as the Trustee deems necessary or desirable.

18. To determine whether any money or property coming into the hands of the Trustee shall be treated as a part of the principal of the trust or a part of the income therefrom, and to apportion between principal and income any loss or expenditure in connection with the trust, in each case in accordance with the provisions of the Alabama Principal and Income Act, if applicable, or if not applicable, as the Trustee may deem just and equitable; pro-

vided, however, that any proceeds received by the Trustee from any "retirement plan," meaning any qualified pension, profit sharing, stock bonus, Keogh or other qualified plan, trust, contract, account, annuity, or bond, or individual retirement account, as those terms are defined in the Internal Revenue Code of 1986, as from time to time amended, or any non-qualified deferred compensation agreement, salary continuation agreement, or similar arrangement, shall be treated by the Trustee as principal, except that any income earned within the retirement plan from such proceeds as a result of an installment or similar election or any other deferral of payment of the retirement plan's proceeds to the Trustee shall be treated by the Trustee as income when received.

19. To pay from income any expenses reasonably necessary for the administration of the trust, and in the event the income is insufficient for such payments, the same shall be paid from the principal thereof.

20. To exercise any power hereunder, either acting alone or jointly with others.

21. To pay the funeral and burial expenses of any beneficiary from the principal of the trust from which income has been payable to such beneficiary.

22. To divide or distribute the trust property as provided for hereunder in cash or in kind, or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; to determine the value of any property so allocated, divided, or distributed; and to determine the share and identity of persons entitled to take hereunder.

23. To deal with the fiduciary or fiduciaries of any other trust or estate, even though the Trustee is also the fiduciary or one of the fiduciaries of the other trust or estate.

24. To receive any property, real or personal, to be added to the trust, from any person by life-

time or testamentary transfer or otherwise, if the Trustee consents in writing.

b. The powers granted in this Article shall be in addition to those granted by law, and may be exercised even after termination of all trusts hereunder until actual distribution of all trust principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities.

c. To the extent that such requirements can legally be waived, no Trustee hereunder shall ever be required to give bond or security as Trustee, or to qualify before, be appointed by, or account to any court, or to obtain the order or approval of any court respecting the exercise of any power or discretion granted in this instrument.

d. The Trustee's exercise or nonexercise of powers and discretion in good faith shall be conclusive on all persons. No person paying money or delivering property to any Trustee hereunder shall be required or privileged to see to its application. The certificate of the Trustee that the Trustee is acting in compliance with this instrument shall fully protect all persons dealing with a Trustee.

e. This instrument and all disposition hereunder shall be governed by and interpreted in accordance with the laws of the State of Alabama.

f. The compensation of a corporate Trustee shall be in accordance with its published schedule of fees as in effect at the time the services are rendered. Such compensation may be charged to principal or to income or partly to each in the discretion of the corporate Trustee. In the event my estate is not subject to probate and no personal representative is appointed, the Trustee shall prepare and file, or cause to be prepared and filed, the federal estate tax return and such other returns and may be necessary. For any such extraordinary services, the Trustee shall receive additional compensation.

ARTICLE VII

a. Upon my death resignation or disability my spouse's niece JEAN THORNE, presently at Route 1, Box 2685, Vinemont, Alabama 35179, shall act as successor Trustee.

b. Any Trustee may resign at any time by giving prior written notice to me, if I am then living, or if I am not then living, to the beneficiary or beneficiaries to whom the current trust income may or must then be distributed.

c. Except as otherwise provided in paragraph D of this Article, if JEAN THORNE, ceases to act as Trustee hereunder for any reason, or if any successor Trustee appointed as hereinafter provided ceases to act as Trustee hereunder for any reason, the person or persons indicated in paragraph F of this Article shall, by written instrument, appoint any person, or any bank or trust company, within or outside the State of Alabama, as successor Trustee.

d. The person or persons indicated in paragraph E of this Article may at any time, by written instrument, approve the accounts of the Trustee with the same effect as if the accounts had been approved by a court having jurisdiction of the subject matter and of all necessary parties.

e. If any corporate Trustee designated to act or at any time acting hereunder is merged with or transfers substantially all of its assets to another corporation, or is in any other manner reorganized or reincorporated, the resulting or transferee corporation shall become Trustee in place of its corporate predecessor.

f. A successor Trustee may be appointed pursuant to paragraph C of this Article and the accounts of the Trustee may be approved pursuant to paragraph D of this Article by me, if then living, or after my death, by a majority in number of the beneficiaries to whom the current trust income may or must then be distributed. If any person so designated to act is then under legal disability, the instrument of appointment or approval may be signed by the lawful guardian of such person on his or her behalf.

g. The incumbent Trustee shall have all of the title, powers, and discretion granted to the original Trustee, without court order or act of transfer. No successor Trustee shall be personally liable for any act or failure to act of a predecessor Trustee. With the approval of the person or persons indicated in paragraph E of this Article who may approve the accounts of the Trustee, a successor Trustee may accept the account fur-

nished, if any, and the property delivered by or for a predecessor Trustee without liability for so doing, and such acceptance shall be a full and complete discharge to the predecessor Trustee.

ARTICLE VIII

With respect to any life insurance policies or employee benefit plans not owned by the trust but made payable to the Trustee, I direct that:

a. The Trustee shall have no responsibility for payment of premiums or assessments on the policies, or responsibility to see that premiums or assessments are paid by others, and the companies issuing them shall have no responsibility to see to the fulfillment of any trust hereunder or to the application of any proceeds;

b. The Trustee's receipt and release shall release and discharge any obligor for any payment made and shall bind every trust beneficiary hereunder; and

c. The Trustee shall have no duty to bring suit for payment of any of the policies or plan benefits, unless the Trustee holds funds out of which the Trustee may be indemnified against all expenses of suit, including legal fees.

ARTICLE IX

a. I reserve to myself all rights now or hereafter vested in me as owner of any life insurance policies made payable to the Trustee, including the rights to change beneficiaries, to borrow money (from the issuing companies, the banking department of any corporate Trustee acting hereunder, or others) using the policies as security, to surrender the policies for cash, to receive dividends and all other payments available to the owner, and to withdraw any policies held by the Trustee (in which event the Trustee shall have no duty to seek their return).

b. I reserve the right from time to time during my life, by written instrument delivered to the Trustee, to amend or revoke this instrument in whole or in part; provided, however, that no amendment may substantially increase the duties of the Trustee or decrease Trustee compensation without the written consent of the Trustee,

and if this instrument is completely revoked, all trust property and policies of insurance held by the Trustee shall be transferred and delivered to me or as I may otherwise direct in writing.

I now sign this trust agreement on September 28
1989.

Mary G. Brakefield
MARY G. BRAKEFIELD, Settlor

Witness:

Michael G. Brown
J. E. R. L.

The trusts created by the foregoing instrument are accepted as of the day and year last above written.

Mary G. Brakefield, Trustee
MARY G. BRAKEFIELD, Trustee

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AMENDMENT TO THE MARY G. BRAKEFIELD TRUST AGREEMENT
DATED SEPTEMBER 12, 1989

M.G.B.
On September 12, 1989, I, MARY G. BRAKEFIELD, of Shelby County, Alabama, created a trust agreement known as the MARY G. BRAKEFIELD TRUST AGREEMENT dated September 12, 1989. Article IX, paragraph (b) of that agreement provides that I may by a signed instrument delivered to the Trustee in my lifetime amend that agreement in whole or in part. I hereby amend that agreement in the following manner:

FIRST: I hereby delete ARTICLE IV in its entirety and substitute the following ARTICLE IV in its stead:

"ARTICLE IV

As of the date of my death, but after providing for the payments, if any, required by Article III of this instrument, the Trustee shall distribute the remaining trust principal (including property to which the Trustee may be entitled under my Will or from any other source), as follows:

a. The Trustee shall make the following distributions to the designated charitable organizations:

i. Ten Thousand Dollars (\$10,000) to ST. JUDE'S CHILDREN'S RESEARCH HOSPITAL, 322 North Lauderdale, Post Office Box 318, Memphis, Tennessee 38101;

ii. Ten Thousand Dollars (\$10,000) to THE AMERICAN CANCER SOCIETY;

iii. Ten Thousand Dollars (\$10,000) to THE ARTHRITIS FOUNDATION;

iv. Ten Thousand Dollars (\$10,000) to THE HEART DISEASE RESEARCH FOUNDATION; and

v. Ten Thousand Dollars (\$10,000) to THE AMERICAN FEDERATION OF AIDS RESEARCH, 733 Third Avenue, New York, New York, 10017-3204.

b. As of the date of my death, (the "division date"), the principal of the trust shall be divided and allocated into two separate equal trusts, with one trust named for my granddaughter, JAMIE BRAKEFIELD, and one trust named for my granddaughter, MELISSA ANNE

CLEVELAND. Each trust shall be administered as follows:

1. Commencing as of the division date and during the life of the grandchild (hereinafter referred to as the "beneficiary") for whom the trust is named, the Trustee shall distribute to the beneficiary as much of the net income and principal of the trust named for the beneficiary, even to the extent of exhausting principal, as the Trustee from time to time believes desirable for the health, support in reasonable comfort, education, best interests, and welfare of the beneficiary considering all circumstances and factors deemed pertinent by the Trustee; provided, however, that:

A. Except as provided in paragraph D. below, during any calendar year the Trustee shall distribute a maximum of Twenty-Thousand Dollars (\$20,000) to the beneficiary;

B. Any undistributed net income shall be accumulated and added to the principal of the trust, as from time to time determined by the Trustee;

C. My primary concern during the life of the beneficiary is for the health, support in reasonable comfort, education, best interests, and welfare of the beneficiary rather than for the preservation of principal for ultimate distribution; and

D. When a beneficiary reaches age twenty-five (25) years, or on my death if the beneficiary then has reached that age, the Trustee shall distribute to the beneficiary one-half (1/2) in value of the then principal of the trust named for the beneficiary; and when the beneficiary reaches age thirty (30) years, or on my death if the beneficiary then has reached that age, the Trustee shall distribute to the beneficiary the remaining principal of the trust named for the beneficiary.

2. Any part of a trust not disposed of by the above provisions of this paragraph shall be allocated on the death of the beneficiary for whom the trust is named, per stirpes, among the then living descendants of the beneficiary, or if none, per stirpes, among the then living descen-

MARTIN COHN & ASSOCIATES

M.A.B.

dants of the nearest lineal ancestor of the beneficiary who also is a descendant of mine and of whom one or more descendants then are living, or if none, per stirpes, among my then living descendants. Each share allocated to a beneficiary for whom a trust then held under this paragraph is named shall be added to that trust and each share allocated to any other beneficiary shall be retained in trust as a separate trust named for the beneficiary and administered as provided in this paragraph.

3. In the event that there shall be no then living descendant of mine upon the death of a beneficiary, then any part of a trust not disposed of by the above provisions of this paragraph shall be allocated on the death of the beneficiary for whom the trust is named to those persons who would have been entitled to receive my personal property under the laws of the State of Alabama, in effect on the date of this instrument, had I died intestate, domiciled in the State of Alabama, immediately after the death of the last to die of my spouse and all of my descendants, and in the proportions determined under those laws, provided that distributions shall not be made to any descendant other than those described in paragraph F of Article V herein.

c. Despite the preceding provisions of this instrument:

1. Property otherwise distributable under subparagraph 2 of paragraph (b) of this Article to a beneficiary for whom a trust then held hereunder is named shall be added to that trust; and

2. The Trustee may elect to withhold any property otherwise distributable under subparagraph 2 of paragraph (b) of this Article to a beneficiary not covered by subparagraph 1 of this paragraph who has not reached the age of twenty-five (25) years and may retain the property for that beneficiary in a separate trust named for the beneficiary, to be distributed to the beneficiary when he or she reaches the age of twenty-five (25) years, or before then if the Trustee so elects. The Trustee shall apply as much of the net income and principal of the trust so retained as the Trustee believes desirable for the health, support in reasonable comfort, education, best interests, and welfare of the beneficiary for

whom the trust is named, considering all circumstances and factors deemed pertinent by the Trustee. Under no circumstances is any payment to be made to ROBERT S. CLEVELAND, JR., the natural father of the children of my daughter, MARGARET ANNE BRAKEFIELD CLEVELAND ("my daughter") or to the spouse of my son, PHILIP HOWARD BRAKEFIELD ("my son"). Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the Trustee. If the beneficiary for whom the trust is named dies before complete distribution of the trust, the remaining net income and principal of the trust shall be distributed to the beneficiary's estate."

SECOND: I hereby delete Article VII in its entirety and substitute the following Article VII in its stead:

"ARTICLE VII

a. Upon my death resignation or disability, my spouse's niece, JEAN THORNE, presently at 1417 Burnham Drive, Northeast, Cullman, Alabama 35055, shall act as successor Trustee. In the event that JEAN THORNE shall be unable or unwilling to act as Trustee, then AmSOUTH BANK N.A. located in Birmingham, Alabama, shall be successor Trustee.

b. Any Trustee may resign at any time by giving prior written notice to me, if I am then living, or if I am not then living, to the beneficiary or beneficiaries to whom the current trust income may or must then be distributed.

c. Except as otherwise provided in paragraph d. of this Article, if JEAN THORNE and AmSOUTH BANK, N.A., cease to act as Trustee hereunder for any reason, or if any successor Trustee appointed as hereinafter provided ceases to act as Trustee hereunder for any reason, the person or persons indicated in paragraph f. of this Article shall, by written instrument, appoint any person, or any bank or trust company, within or outside the State of Alabama, as successor Trustee.

d. The person or persons indicated in paragraph e. of this Article may at any time, by written instrument, approve the accounts of the Trustee with the same effect as if the accounts had been approved by a court having jurisdiction of the subject matter and of all necessary parties.

e. If any corporate Trustee designated to act or at any time acting hereunder is merged with or transfers sub-

m.p.B.

stantially all of its assets to an other corporation, or is in any other manner reorganized or reincorporated, the resulting or transferee corporation shall become Trustee in place of its corporate predecessor.

m. b. B.
f. A successor Trustee may be appointed pursuant to paragraph c. of this Article and the accounts of the Trustee may be approved pursuant to paragraph d. of this Article by me, if then living, or after my death, by a majority in number of the beneficiaries to whom the current trust income may or must then be distributed. If any person so designated to act in then under legal disability, the instrument of appointment or approval may be signed by the lawful guardian of such person on his or her behalf.

g. The incumbent Trustee shall have all of the title, powers, and discretion granted to the original Trustee, without court order or act of transfer. No successor Trustee shall be personally liable for any act or failure to act of a predecessor Trustee. With the approval of the person or persons indicated in paragraph e of this Article who may approve the accounts of the Trustee, a successor Trustee may accept the account furnished, if any, and the property delivered by or for a predecessor Trustee without liability for so doing, and such acceptance shall be a full and complete discharge to the predecessor Trustee."

THIRD: In all other respects, I ratify, affirm and readopt the provisions of said trust agreement including the right further to change and modify the terms thereof in whole or in part.

Signed this 28th day of June, 1994.

Mary G. Brakefield, Settlor
MARY G. BRAKEFIELD, Settlor

Witness:

George C. Pelex

Scott B. Besun

The amendment to trust set forth in the foregoing instrument is accepted by me as of the day and year last above

MARTIN COHN & ASSOCIATES

written.



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Shelby Cnty Judge of Probate, AL
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Mary E. Brakefield, Trustee
MARY E. BRAKEFIELD, Trustee

SECOND AMENDMENT TO THE
MARY G. BRAKEFIELD TRUST
AGREEMENT DATED SEPTEMBER 12, 1989

M. G. B.
On September 12, 1989, I, MARY G. BRAKEFIELD, of Shelby County, Alabama, created a trust agreement known as the MARY G. BRAKEFIELD TRUST. On June 28, 1994, I amended said trust agreement. Article Two of that agreement provides that I may by a signed instrument delivered to the Trustee in my lifetime amend that agreement in whole or in part. I hereby amend that agreement for the second time in the following manner:

FIRST: I amend Article IV (as set forth in the first amendment) by deleting the first paragraph of paragraph b. thereof and inserting the following in its place and stead:

"b. As of the date of my death, (the "division date") the paragraph of the trust shall be held in trust for my granddaughter, JAMIE BRAKEFIELD, the said trust shall be administered as follows:"

SECOND: In all other respects, I ratify, affirm and readopt the provisions of said trust agreement including the right further to change and modify the terms thereof in whole or in part.

Signed this 2nd day of May, 1997.

Mary G. Brakefield
MARY G. BRAKEFIELD, Grantor

Accepted:

Mary G. Brakefield
MARY G. BRAKEFIELD, Trustee

**THIRD AMENDMENT TO THE
MARY G. BRAKEFIELD TRUST AGREEMENT
DATED SEPTEMBER 12, 1989**

Whereas, I, MARY G. BRAKEFIELD, a resident of Birmingham (Shelby County), Alabama, (sometimes referred to herein as "Settlor") previously established the MARY G. BRAKEFIELD TRUST (hereinafter referred to as the "Trust"), by execution of a Declaration of Trust dated September 12, 1989, of which I am the Trustee;

Whereas, pursuant to Article IX, Paragraph (b) of the Trust, I reserved the right to amend the Trust;

Whereas, I previously amended the Trust on June 28, 1994 and again, on May 2, 1997; and

Whereas, I now again desire to amend the Trust.

Now, Therefore, pursuant to the powers reserved by me to amend the Trust, I hereby amend the Trust as follows:

FIRST: I hereby amend Article IV of the Trust, as previously amended, by inserting the following subparagraph a-1 directly after the end of the specific charitable bequests set forth in Article IV, subparagraph a:

"a-1. The Trustee shall make the following distributions to the designated individuals, provided in each case, the beneficiary is living on the date which is thirty (30) days after the date of my death; otherwise the specific bequest shall lapse and be of no further force and effect:

i. Fifty Thousand Dollars (\$50,000) to my husband's nephew, Jack Brakefield; and

ii. Fifty Thousand Dollars (\$50,000) to my husband's niece, Jean Thorne."

SECOND: I hereby amend the first paragraph of subparagraph b. of Article IV of the Trust, as previously amended, by deleting said first paragraph of Article IV, subparagraph b, in its entirety and inserting the following first paragraph of Article IV, subparagraph b in lieu thereof:

"b. As of the date of my death (the "division date"), the principal of the trust shall be divided and allocated into two separate equal trusts, with one trust named for my granddaughter, JAMIE BRAKEFIELD and one trust named for my granddaughter, MELISSA ANNE TRICE. Each trust shall be administered as follows:"

THIRD: In all other respects, I ratify, affirm and readopt the provisions of the Trust, as amended, in its entirety, including the right to further change and modify the terms thereof in whole or in part.

IN WITNESS WHEREOF, the undersigned has executed this Third Amendment
to Trust this 10 day of July, 2003.

Mary G. Brakefield
MARY G. BRAKEFIELD, Settlor

Accepted:

Mary G. Brakefield
MARY G. BRAKEFIELD, Trustee

The foregoing instrument was on the date thereof subscribed by the Settlor and Trustee, MARY G. BRAKEFIELD, in our presence and was at the same time declared by her to be the Third Amendment to her Declaration of Trust; and we at the same time, in her presence and at her request, and in the presence of each other, have hereunto subscribed our names as attesting witnesses, and we do hereby certify that at the time of the execution of said Third Amendment to her Declaration of Trust, the said MARY G. BRAKEFIELD, was of sound and disposing mind, memory and understanding.

Jason Judney

Residing at 102 INVERNESS PLAZA
Birmingham AL 35242

Shirley Wilson

Residing at 2937 Clydebank Cir
Birm, al. 35242



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AFFIDAVIT OF EXECUTION

State of Alabama)
)
 County of Shelby) SS.

Before me, the undersigned authority, on this day personally appeared MARY G. BRAKEFIELD, Jason Gardner and Shirley Wilson, known to me to be the Settlor and Trustee, and the witnesses, respectively, whose names are signed to the attached or forgoing instrument and, all of those persons being first duly sworn, and MARY G. BRAKEFIELD, the Settlor and Trustee, declared to me and to the witnesses in my presence that said instrument is the Third Amendment to her Declaration of Trust and that she had willingly signed or directed another to sign the same for her, and executed it in the presence of said witnesses as her free and voluntary act for the purposes therein expressed; that said witnesses stated before me that the foregoing Third Amendment to her Declaration of Trust was executed and acknowledged by the Settlor and Trustee as the Third Amendment to her Declaration of Trust in the presence of said witnesses who, in her presence and at her request and in the presence of each other, did subscribe their names thereto as attesting witnesses on the date of the date of said Third Amendment, and that the Settlor and Trustee, at the time of the execution of said Third Amendment to her Declaration of Trust, was over the age of eighteen years and of sound and disposing mind and memory.

Mary G. Brakefield
 MARY G. BRAKEFIELD, Settlor and Trustee

Jason Gardner
 Witness

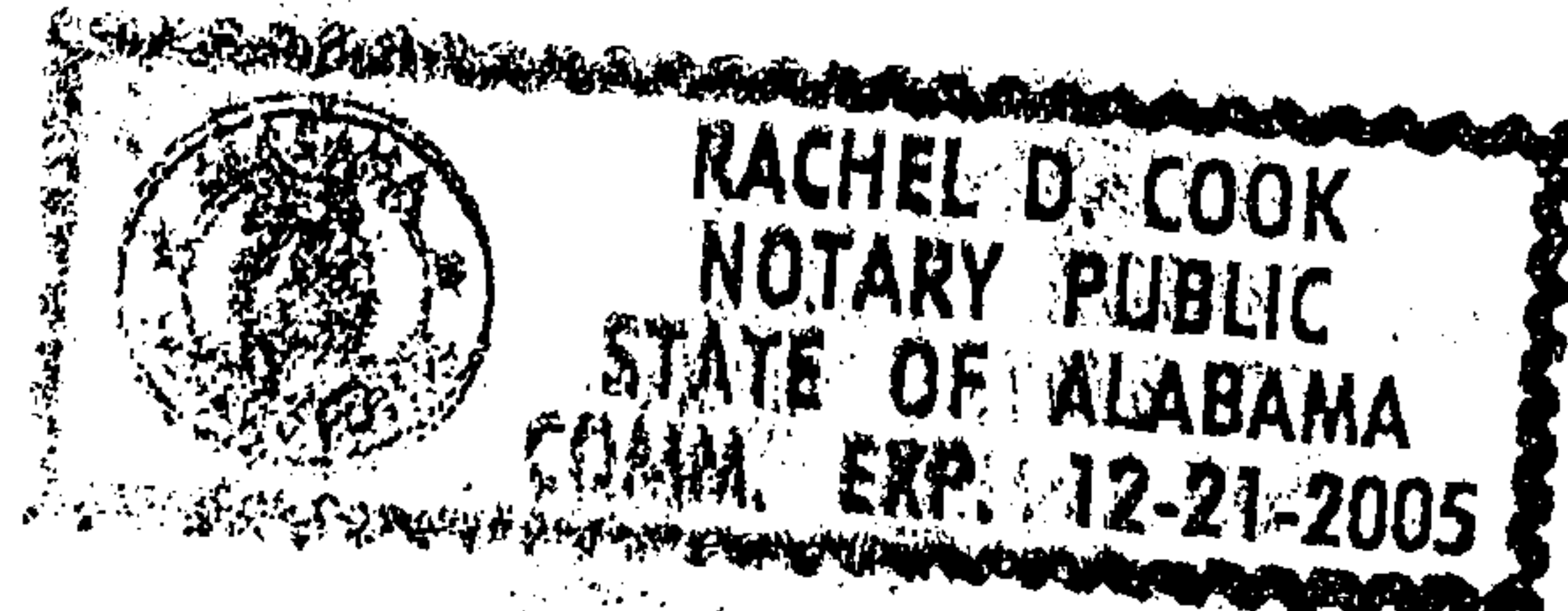
Shirley Wilson
 Witness

Subscribed, sworn and acknowledged before me
 by MARY G. BRAKEFIELD, the Settlor and
 Trustee, and subscribed and sworn before my by

JASON GARDNER and
SHIRLEY WILSON, witnesses, this
10 day of July, 2003

Rachel Cook
 Notary Public

My commission expires: 12-21-05



MARTIN COHN & ASSOCIATES

**FOURTH AMENDMENT TO THE
MARY G. BRAKEFIELD TRUST AGREEMENT
DATED SEPTEMBER 12, 1989**

Whereas, I, MARY G. BRAKEFIELD, a resident of Birmingham (Shelby County), Alabama, (sometimes referred to herein as "Settlor") previously established the MARY G. BRAKEFIELD TRUST (hereinafter referred to as the "Trust"), by execution of a Declaration of Trust dated September 12, 1989, of which I am the Trustee;

Whereas, pursuant to Article IX, Paragraph (b) of the Trust, I reserved the right to amend the Trust;

Whereas, I previously amended the Trust on June 28, 1994, on May 2, 1997 and on July 10, 2003; and

Whereas, I now again desire to amend the Trust.

Now, Therefore, pursuant to the powers reserved by me to amend the Trust, I hereby amend the Trust as follows:

FIRST: I hereby amend Article IV, subparagraph a. of the Trust, as previously amended, by inserting the following Article IV, subparagraph a. in lieu thereof:

"a. The Trustee shall make the following distributions to the designated charitable organizations:

- i. All right, title and interest in and to the real estate owned by the Trust and commonly known as 5323 Woodford Drive, Birmingham, Alabama 35242-4135 ("Property"), in kind, subject to the payment of all debts or expenses related to the Property which are unpaid at the time of transfer, or the net proceeds from the sale of the Property if the Trustee sells the property after my death, to CHILDREN'S HOSPITAL OF ALABAMA, 1600 7th Avenue South, Birmingham, Alabama 35223;

- ii. Ten Thousand Dollars (\$10,000) to ST. JUDE'S CHILDREN'S RESEARCH HOSPITAL, 322 North Lauderdale, Post Office Box 318, Memphis, Tennessee 38101;
- iii. Ten Thousand Dollars (\$10,000) to THE AMERICAN CANCER SOCIETY;
- iv. Ten Thousand Dollars (\$10,000) to THE ARTHRITIS FOUNDATION;
- v. Ten Thousand Dollars (\$10,000) to THE HEART DISEASE RESEARCH FOUNDATION; and
- vi. Ten Thousand Dollars (\$10,000) to THE AMERICAN FEDERATION OF AIDS RESEARCH, 733 Third Avenue, New York, New York 10017-3204."

SECOND: In all other respects, I ratify, affirm and readopt the provisions of the Trust, as amended, in its entirety, including the right to further change and modify the terms thereof in whole or in part.

IN WITNESS WHEREOF, the undersigned has executed this Fourth Amendment
to Trust this 21st day of June, 2004.

Mary G. Brakefield
MARY G. BRAKEFIELD, Settlor

Accepted:

Mary G. Brakefield
MARY G. BRAKEFIELD, Trustee

The foregoing instrument was on the date thereof subscribed by the Settlor and Trustee, MARY G. BRAKEFIELD, in our presence and was at the same time declared by her to be the Fourth Amendment to her Declaration of Trust; and we at the same time, in her presence and at her request, and in the presence of each other, have hereunto subscribed our names as attesting witnesses, and we do hereby certify that at the time of the execution of said Fourth Amendment to her Declaration of Trust, the said MARY G. BRAKEFIELD, was of sound and disposing mind, memory and understanding.

Shirley Wilson Residing at 2937 Clydeland Cir
Birmingham, AL 35242

Angela Wynn Residing at AmSouth Bank
102 INDEPENDENCE plaza
Birmingham, AL 35242

AFFIDAVIT OF EXECUTION

State of Alabama)
) SS.
County of Shelby)

Before me, the undersigned authority, on this day personally appeared MARY G. BRAKEFIELD, Shirley Wilson and Angela Whitfield, known to me to be the Settlor and Trustee, and the witnesses, respectively, whose names are signed to the attached or forgoing instrument and, all of those persons being first duly sworn, and MARY G. BRAKEFIELD, the Settlor and Trustee, declared to me and to the witnesses in my presence that said instrument is the Fourth Amendment to her Declaration of Trust and that she had willingly signed or directed another to sign the same for her, and executed it in the presence of said witnesses as her free and voluntary act for the purposes therein expressed; that said witnesses stated before me that the foregoing Fourth Amendment to her Declaration of Trust was executed and acknowledged by the Settlor and Trustee as the Fourth Amendment to her Declaration of Trust in the presence of said witnesses who, in her presence and at her request and in the presence of each other, did subscribe their names thereto as attesting witnesses on the date of the date of said Fourth Amendment, and that the Settlor and Trustee, at the time of the execution of said Fourth Amendment to her Declaration of Trust, was over the age of eighteen years and of sound and disposing mind and memory.

Mary G. Brakefield
MARY G. BRAKEFIELD, Settlor and Trustee

Shirley Wilson
Witness

Angela Whitfield
Witness

Subscribed, sworn and acknowledged before me
by MARY G. BRAKEFIELD, the Settlor and
Trustee, and subscribed and sworn before me by
Shirley Wilson and Angela Whitfield

21st day of June, 2004

Angela Whitfield
Notary Public

My commission expires: 1-17-2008

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