

Memorandum of Trust

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Shelby Cnty Judge of Probate, AL
06/12/2007 03:23:10PM FILED/CERT

The undersigned Trustees hereby certify the following:

1. This Affidavit of Trust refers to the **S. MARK FAMILY TRUST DATED 10/22/2003** (the "Trust"), and any amendments thereto, executed by **S. MARK GRAY AND DANA R. GRAY** as Trustees.
2. The address of the Trustees is **6 MUIRFIELD VILLAGE, BIRMINGHAM, AL 35242**.
3. The initial Trustees of the Trust are:

S. MARK GRAY AND DANA R. GRAY
4. The present Trustees of the Trust (the "Trustees") are:

S. MARK GRAY AND DANA R. GRAY
5. The Trustees are authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in our Trust name.
6. The Trust has not been revoked and there have been no amendments limiting the powers of the Trustees over trust property.
7. No person or entity paying money to or delivering property to the Trustees shall be required to see to its application. All persons relying on this document regarding the Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Affidavit of Trust shall be just as valid as the original.

The undersigned certify that the statements in this Affidavit of Trust are true and correct and that it was executed in the County of **JEFFERSON**, Alabama on **OCTOBER 22, 2003**.

Trustees:


S. MARK GRAY


DANA R. GRAY

STATE OF ALABAMA)
COUNTY OF **JEFFERSON**)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **S. MARK GRAY and DANA R. GRAY**, whose names as Trustees of the **S. MARK FAMILY TRUST DATED 10/22/2003** are signed to the foregoing Memorandum of Trust and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily for and as the act of said Trust on the day the same bears date.

Given under my hand and seal on this the 21st day of May, 2007.


Notary Public

My Commission Expires: 6/22/08

Prepared by:

S. Kent Stewart

Stewart & Associates, P.C.

3595 Grandview Pkwy,

#645

Birmingham, AL 35243

THE S. MARK GRAY FAMILY TRUST

(Married A-B-C Living Trust)

CREATION OF THE TRUST

This revocable Living Trust is formed to hold title to real and personal property for the benefit of the creators of This Trust and to provide for the orderly use and/or transfer of such assets during the existence of This Trust and upon the demise of the creators of This Trust.

Name of Trust

This Trust shall be known as:

“The S. Mark Gray Family Trust, dated October 22, 2003, S. Mark Gray and Dana R. Gray, Trustors and/or Trustees.”

Notice of Arbitration

The Trustors and Trustees of This Trust have agreed that alternative dispute resolution should be utilized to preserve the total Trust Estate from the expenses of legal fees and litigation. For that reason, THIS TRUST IS SUBJECT TO ARBITRATION. The Trustee shall submit all disputes to arbitration as provided in This Trust and arbitration awards shall be fully enforceable under the terms of state law and common law to the extent they are not inconsistent.

Parties to the Trust

This Trust is entered into by and between S. Mark Gray and Dana R. Gray of the County of Jefferson, State of Alabama, hereinafter called “Settlors” or “Trustors” or separately, “Husband” or “Wife,” and S. Mark Gray and/or Dana R. Gray of the County of Jefferson, State of Alabama, hereinafter called “Trustees” or “Trustee”, and “Beneficiaries” or “Beneficiary” while living.

Trustee Authority to Act Independently

The above named Trustors who are Trustees shall serve jointly and severally and either shall have full authority for the Trust without the consent of the other and to act independently in performing transactions on behalf of the Trust, except as to transactions involving real property owned by the Trustors which shall require the joint consent and signatures on all sale and transfer documents of both the Trustors while they are both living and competent. Notwithstanding the foregoing, property held in any Trust created herein as the separate property of either Trustor shall be solely administered under the authority of the Trustor whose property it is, so long as he

or she is living and competent. This authority shall extend to all powers granted to the Trustees under "Trustee Powers" hereof and shall include the right to contract for and on behalf of the Trust and to execute, negotiate, and compromise such instruments as may be necessary to carry out the purposes and intents of This Trust.

Tax Treatment of Revocable "Grantor Trust"

Pursuant to Trustor Powers of This Trust, the Trustors have the right to amend This Trust in whole or in part and, therefore, while the Trustors are alive, for income tax purposes, the Trust shall be treated as a revocable "Grantor Trust" pursuant to Internal Revenue Code Section 676. All items of income and expense related to the assets of the Trust or its operation shall be reported by the Trustors, as if owned by them, on the Trustors' Federal Income Tax Return, Form 1040 and state income tax return, if appropriate.

Use of IRS Taxpayer Tax Identification Number

As long as both Trustors are living, This Trust is revocable and Trustees are directed not to file income tax returns for This Trust. Instead, the Trustors shall report income to the IRS using the Trustors' Social Security Number.

Upon the death of a Trustor, the Surviving Trustor's Trust A remains revocable and income shall be reported using the Surviving Trustor's social security number _____ (leave blank until death of first Trustor). Any trusts established for a decedent are irrevocable and the assets in these trusts should be identified using the IRS Taxpayer Identification Number. The Trustees are directed to obtain a Taxpayer Identification Number for each trust established for the deceased Trustor. The IRS Taxpayer Identification Number _____ for decedent's Trust B and _____ for decedent's Trust C, will be used when filing Form 1041 trust tax returns. **(Enter IRS Taxpayer Tax Identification Number when received.)**

Upon the death of both Trustors, the entire Trust is irrevocable by its terms and the Trustees are directed to obtain and report income to the IRS by using the IRS Taxpayer Identification Number _____. **(Enter IRS Taxpayer Tax Identification Number when received.)**

When part, or all, of the Trust becomes irrevocable, the Trustees are directed to file a Form 1041 trust tax return or appropriate alternative form, as specified by IRS regulations, and state income tax return as appropriate, annually for income and expenses relating to assets retained in the irrevocable part of the Trust. All other income and expenses will be reported on

the Trustors' Federal Income Tax Return, Form 1040 tax return, and state income tax return, as appropriate.

TRUST PROPERTY

The Trustors intend This Trust to be the recipient of all their assets, including without limitation assets whether commonly owned, jointly owned, marital, deferred marital, community, quasi-community or separate. The Trustors intend This Trust to be the named beneficiary of all interests of which either or both Trustors are, or may become, Beneficiaries.

Property Transferred to the Trust

Property held by the Trustees of This Trust, which is held in trust for the benefit of the beneficiaries subject to the provisions of This Trust Agreement, is and shall be property owned by the Trust.

The Trustors have paid over, assigned, granted, conveyed, transferred and delivered, and by This Trust Agreement do hereby pay over, assign, grant, convey, transfer and deliver unto the Trustees their property and may cause the Trustees to be designated as beneficiary of life insurance policies for and in behalf of the Trust and its beneficiaries. These insurance policies, and any other insurance policies that may be delivered to the Trustees hereunder or under which the Trustees may be designated as beneficiary, the proceeds of all such policies being payable to the Trustees, and any other property that may be received or which has been received by the Trustees hereunder, as invested and reinvested (hereinafter referred to as the "Trust Estate"), shall be held, administered and distributed by the Trustees as hereinafter set forth.

All property transferred to This Trust shall retain its character, joint, community, separate, or otherwise, subject to the terms of This Trust Agreement.

Commonly Owned Property

Property transferred to This Trust by the Trustors, which was commonly owned by the Trustors, shall remain their commonly owned property, and treated in accordance with the laws of the State in which they reside or the situs of the property, whichever controls. This property, as invested and reinvested, together with the rents, issues and profits there from (hereinafter referred to as commonly owned property) shall retain its character as commonly owned property during the joint lifetimes of the Trustors.

Community and quasi-community property transferred to the Trustees by the Trustors shall be their community property, and treated in accordance with the laws of the State in which they reside or the situs of the property, whichever controls. This property, as invested and reinvested, together with the rents, issues and profits there from (hereinafter referred to as "the

Community Estate” or the “community property”) shall retain its character as community property during the joint lifetimes of the Trustors, in spite of any change in the situs of the Trust, subject, however, to the provisions of the Agreement.

Property transferred to the Trustee by the Trustors, which is jointly owned with rights of survivorship, shall be held and owned by the trust as the commonly owned property of the Trustors. Such property shall be deemed tenancy in common.

Separate Property

Separate property of either Trustor transferred to the Trustees, as invested and reinvested, together with the rents, issues and profits therefrom (hereinafter referred to as “the Separate Estate”) shall retain its character as separate property of the Trustor who transferred such property to the Trustees, subject to the provisions of this Agreement.

Residence As Homestead – State of Florida

The Trustors reserve the right to reside upon any real property placed in This Trust as their permanent residence during their life, it being the intent of this provision to retain for the Trustors the requisite beneficial interests and possessory rights in and to such real property to comply with Section 196.041 of the Florida Statutes such that said beneficial interests and possessory rights constitute in all respects, “equitable title to real estate” as that term is used in Section 6, Article VII of the Constitution of the State of Florida. Notwithstanding anything contained in This Trust to the contrary, the Trustors’ interest in any real property in which they will reside pursuant to the provisions of This Trust shall be deemed to be an interest in real property and not personalty and shall be deemed the homestead of the Trustors.

Residence As Homestead - State of Texas

The Trustors retain the right to use and occupy for life, rent free, and without charge (except such charges as are allowed by Section 11.13(j) of the Texas Tax Code), their residence homestead whether or not the residence homestead is transferred or placed in This Trust Estate, to secure and preserve for the Trustors the requisite rights, beneficial interests and possessory rights in and to such residence homestead to qualify for all homestead exemptions and protection from forced sale under the Texas Property Code, the Texas Tax Code, and Article 16, Sections 50 and 51 of the Constitution of the State of Texas. Any real property transferred to This Trust that is the residence homestead of the Trustors shall retain that status as the Trustors’ homestead unless and until the Trustors designate other real property as homestead pursuant to Chapter 41

of the Texas Property Code. It is the Trustors' intent that This Trust be a "Qualifying Trust" as that term is defined by Section 11.13(j) of the Texas Tax Code and any applicable provisions of This Trust shall be construed and applied to meet that end. The Trustors agree to remain jointly and severally liable for taxes properly imposed on the interest of the Trust in their residence homestead.

SUCCESSOR TRUSTEE

Upon the death, resignation, disappearance or incompetence of a Trustee, the next acting Trustee will immediately assume the duties of Trustee and manage the Trust according to its terms.

Surviving Trustee

In the event of the death, resignation, disappearance, or incompetency of an original Trustee, or if for any reason any ceases, or is unable, to serve as Trustee hereunder, the Trustors nominate and appoint the remaining original Trustee to continue to serve as Trustee hereunder without the approval of any court.

So long as the Surviving Trustor has not ceased to serve as Trustee, the Surviving Trustor shall continue to serve as Trustee over all assets held, managed and distributed according to the terms of This Trust Agreement with respect to Trust A.

If the Surviving Trustor is either or both, not a United States citizen or not a United States resident, the provisions in This Trust Agreement relating to qualifying the Decedent's C Trust for the unlimited marital deduction shall apply.

First Successor Trustee

In the event of the death, resignation, disappearance, or incompetency of the remaining or surviving original Trustee who is a Trustor, or if for any reason such person ceases, or is unable, to serve as Trustee hereunder, the Trustors nominate and appoint **Vicki Gray Copeland and Hollis Brooke Rixman** to serve as Successor Trustees hereunder without court approval.

Second Successor Trustee

In the event of the death, resignation, disappearance, or incompetency of all the above named Successor Trustee(s), or if for any reason such named Successor Trustee(s) cease(s), or is unable, to serve as Trustee hereunder, the Trustors nominate and appoint **David Scott Gray** to serve as Successor Trustee hereunder without court approval.

Third Successor Trustee

In the event of the death, resignation, disappearance, or incompetency of all the above named Successor Trustee(s), or if for any reason such named Successor Trustee(s) cease(s), or is unable, to serve as Trustee hereunder, the Trustors nominate and appoint **Bonnie Oliver Powell** to serve as Successor Trustee hereunder without court approval.

No Bond Requirement

No Trustee shall be required to post bond or any other security for the faithful performance of any duty or obligation of such office.

Multiple Successor Trustees Must Act Together

When there is more than one Successor Trustee serving, the multiple trustees must unanimously agree in order to act. If the Trustors are serving as Trustee this provision does not apply.

Resolution of Conflict

Any controversy between the Trustees and any controversy between the Trustee and any other parties to This Trust, including Beneficiaries, involving the construction or application of any of the terms, provisions, or conditions of This Trust shall, on the written request of any disagreeing party served on the other or others, be submitted to arbitration. The parties to such arbitration shall each appoint one person to hear and determine the dispute and, if they are unable to agree, then the persons so chosen shall select another impartial arbitrator whose decision shall be final and conclusive upon all parties. The cost of arbitration shall be borne by the losing party or parties, in such proportion as decided in arbitration proceedings. Such arbitration shall comply with the commercial Arbitration Rules of the American Arbitration Association, 140 West 51st Street, New York, New York, 10020, or the local chapter of the American Arbitration Association.

No-Contest Clause

If the Trustors seemingly failed to provide for any of their heirs, the Trustors did so intentionally with full knowledge of that heir's needs, wants and desires.

If any beneficiary under This Trust, or any legal heir of a Trustor or any person claiming under any of them, singly or in conjunction with any other person or persons, contests in any court the validity of This Trust or any of its provisions or of the deceased Trustor's or Trustor's spouse's Will or any codicil thereto or seeks to obtain an adjudication in any proceeding in any court that This Trust or any of its provisions or that such Will or any codicil thereto or any of its provisions are void, or seeks otherwise to void, nullify, impair or set aside This Trust or any amendments hereto or any of its provisions, such Will or any codicil thereto or any of its provisions, or conspires with or voluntarily assists anyone attempting to do any of those things, then the Trustors and each of them specifically disinherit such contesting person and all interests

given to such contesting person under This Trust and/or under such Will shall be forfeited and shall be determined as it would have been determined if the person had predeceased the execution of This Trust and such Will without surviving issue (as to an individual) or were not in existence at the time of such execution (as to an organization).

The provisions of this section shall not apply to any disclaimer by any person of any benefit under This Trust or under any Will.

Litigation

Trustees are hereby authorized to defend, at the expense of the Trust Estate, any contest or other attack of any nature on the Trust or any of its provisions.

Discharge or Resignation of Trustee

The Surviving Trustor shall have the right following the Decedent Trustor's death to discharge the Trustee of any Trust hereunder, which is revocable, including any Successor Trustee, and to appoint a Trustee in his or her place. Discharge of a Trustee shall be by delivery to such Trustee thirty (30) days' written notice of discharge.

The Trustee of any Trust hereunder, including any Successor Trustee, may resign by delivery to all the income Beneficiaries of such Trust upon thirty (30) days' written notice of resignation. If no Successor Trustee is named by the Trust, such income Beneficiaries who are adults shall have the right to appoint a Trustee; provided that if no such income Beneficiaries are adults, then such appointment shall be made by the parent or legal guardian of such income Beneficiaries; provided, further, that in the event of a dispute among such income Beneficiaries, their parents or guardians, the majority shall prevail.

A discharged or resigned Trustee shall serve as Trustee until a successor shall accept office, and shall execute all instruments and do all acts necessary to vest title of the Trust Estate in the Successor Trustee without court accounting. However, any discharged Trustee shall have authority to apply to a court of competent jurisdiction to ensure that a Successor Trustee is appointed.

In the event the Surviving Trustor serves as Trustee of decedent's Trust B, or decedent's Trust C, the Surviving Trustor shall have no authority to change the Beneficiary designation on any insurance policies or other property whatsoever held in the Decedent's Trust.

Trustee Compensation

No Trustor shall receive compensation for services as Trustee.

Any Successor Trustee shall be entitled to reasonable compensation for their services, which compensation shall be commensurate with comparable charges for similar services made from time to time by corporate Trustees in the geographic area in which the Trust has its principal situs for administration. The Trustee shall also be entitled to reimbursement for expenses necessarily incurred in the administration of the Trust Estate. No Trustee shall be required to accept compensation for their services. No duty to pay compensation or reimbursement to any Trustee shall arise unless and until that Trustee has submitted a request or billing for compensation or reimbursement.

Competency Clause

The Trustors hereby provide that two (2) designated licensed physicians shall be authorized and empowered to determine the competency of any Trustor or Trustee of This Trust Agreement. One of the physicians to determine competency shall be the attending physician of the Trustor or Trustee whose competency is to be determined. The second physician shall be appointed by said attending physician.

The appointed physicians shall confirm in writing the incompetency or competency of the appointing Trustor or Trustee, and their joint decision thereon shall be binding upon the Trustors, Trustees and Beneficiaries of This Trust.

If a Trustor or Trustee has no attending physician at the time when a determination of their competency is desired, the Trustors and Trustees hereby direct that the Attorney-in-Fact, appointed under the Durable Power of Attorney for Health Care or similar instrument, of the Trustor or Trustee whose competency to serve as Trustee is to be determined, will name and engage an attending physician on their behalf. Such physician shall then appoint the second physician and they shall determine competency in accordance with these provisions.

Confirmation of removal or reappointment of any Trustee removed for incompetency by reason of the determination of the appointed physicians or whose recovery and competency to serve as Trustee hereunder has been re-certified by the appointed physicians, may be confirmed by application to a court of competent jurisdiction of the then situs of the Trust.

TRUSTOR POWERS

Trustors Retain Absolute Right as Trustee

The Surviving Trustor shall be the Trustee, unless and until, the Trustee resigns in writing, or is determined incompetent as provided in This Trust Agreement. The Surviving Trustor continues to retain all absolute rights to discharge or replace any Successor Trustee of any portion or share of the Trust which is revocable by the Surviving Trustor, as long as the Trustor is competent.

Description of Powers

The Trustors may, during the joint lives of the Trustors, by signed instruments delivered to the Trustee: change the beneficiaries, their respective shares and the plan of distribution; amend This Trust in any other respect; or, revoke This Trust in its entirety or any provision therein, except as to any share or Trust created herein which has become irrevocable by the terms hereof or by operation of law.

Both Trustors acting as Trustees may, during the joint lives of the Trustors: Withdraw the commonly owned and/or community estate from This Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee and other Trustor, provided, however, that all or any part of the commonly owned and/or community estate withdrawn by the Trustors shall be delivered to the Trustors as commonly owned and/or community property as appropriate; add commonly owned and/or community property to the Trust; change the beneficiaries, their respective shares and the plan of distribution; amend This Trust in any other respect; or revoke This Trust in its entirety or any provision therein; provided, however, the duties or responsibilities of the Trustee shall not be enlarged without the Trustee's consent nor without satisfactory adjustment of the Trustee's compensation. Both Trustors are authorized and empowered with respect to any property, real or personal, to: assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of the Trustors, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of the Trustors, invest, lease, manage, mortgage, hypothecate, encumber, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, guarantee the obligations of the Trust, the Trustors personally, or any other person or entity, make distributions in cash or in kind or partly in each without regard to the income tax basis of such asset, or do any other related acts all for and in behalf of the Trust or for the Trustors' own

accounts or to secure the Trustors' own debts or obligations.

In the event that either Trustor is living and competent, but is for any reason not serving as Trustee of This Trust, he or she may exercise each and every right and power retained and granted by this Section, "TRUSTOR POWERS" by signed instrument or instruments delivered to the Trustee.

Gifts Treated as Revocation

The Trustors intend that all transfers (other than sales or exchanges made for full and adequate consideration, or distributions for the direct benefit of the Trustor made from the assets of the Trust) shall be a revocation by the Trustors as to Trust administration over the transferred assets and shall constitute an initial distribution to the Trustors and subsequent transfer by the Trustors to the donee. This provision shall apply whether such transfer is made by the Trustors or by a Trustee at the written direction of both the Trustors.

TRUSTEE POWERS

The Trustee shall hold, administer and distribute the Trust Estate as follows:

Discretionary Powers of Trustee

In exercising discretion hereunder, the Trustee is to consider the needs of the Surviving Trustor, during his or her lifetime, as the primary purpose of the Trust, even if the satisfaction of such needs requires invasion of the entire Trust Estate.

After the death of the Surviving Trustor, the needs of the Beneficiaries shall be paramount to the conservation of the Trust Estate for the benefit of those who will be entitled to the Trust Estate at its termination. The Trustee shall, in exercising the discretion given herein for the benefit of the Beneficiaries or their issue, do so in such a manner as will encourage thrift, industry, and self-reliance to the maximum extent practicable by the respective Beneficiaries, and discourage extravagance or indolence on the part of any such Beneficiary.

Trust As The Beneficiary Of A Qualified Plan Or Account

In addition to all other distributions required or permitted by This Trust Declaration, if the Trust is the beneficiary of a plan or account qualified under Section 401 of the Internal Revenue Code, the Trust is to make at least the minimum distributions to the Trust Beneficiary in the amount and manner required by Section 401(a)(9) of the Code and any other applicable provision of the Code.

Commonly Owned Property

During the lives of the Trustors, the Trustee shall have no more extensive power over any commonly owned and/or community property transferred to the Trust than either Trustor would have under the property laws of this state, had This Trust not been created, and this instrument shall be so interpreted to achieve this intention.

The Trustee shall hold, manage, invest and reinvest the commonly owned and/or community estate (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal during the joint lives of the Trustors as follows:

The Trustee shall pay to, or apply for the benefit of the Trustors, jointly, all the net income.

The Trustee may pay to, or apply for the benefit of the Trustors, individually and/or jointly, such sums from the principal as in their sole discretion shall be necessary or advisable

from time to time for the medical care, welfare and maintenance of the Trustors, taking into consideration to the extent the Trustee deems advisable any other income or resources of the Trustors known to the Trustee.

Either Trustor may, at any time during the joint lives of the Trustors, and from time to time, withdraw all or any part of the principal of the commonly owned and/or community estate, free of trust, by delivering an instrument in writing, duly signed by both Trustors, to the Trustees and to the Trustors, describing the property or portion thereof desired to be withdrawn (although such a writing may be dispensed with where both Trustors are themselves the Trustees). Upon receipt of such instrument, the Trustees shall thereupon convey and deliver to the Trustors, as commonly owned and/or community property, free of trust, the property described in such instrument.

Separate Property

The Trustee shall hold, manage, invest and reinvest the separate estate of each Trustor (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal during the joint lives of the Trustors as follows:

The Trustee shall pay to, or apply for the benefit of the Trustor who contributed such separate estate, all of the net income of such Trustor's separate estate.

The Trustee may pay to, or apply for the benefit of the Trustor who contributed such separate estate, such sums from the principal thereof as in the Trustee's sole discretion shall be necessary or advisable from time to time for the medical care, welfare and maintenance of such Trustor, taking into consideration to the extent the Trustee deems advisable, any other income and resources of such Trustor known to the Trustee.

The Trustor who contributed such separate estate may at any time, during the joint lives of the Trustors and from time to time, withdraw all or any part of the principal of such separate estate, free of trust, by delivering an instrument in writing duly signed by him or her to the Trustee, describing the property or portion thereof desired to be withdrawn. Upon receipt of such instrument, the Trustee shall thereupon convey and deliver to such Trustor, as his or her separate property, free of trust, the property described in such instrument.

Incompetency

In the event that a Trustor is adjudicated to be incompetent or in the event that a Trustor is not adjudicated incompetent, but by reason of illness or mental or physical disability is, in the

opinion of the Trustee, unable to properly handle his or her own affairs, then and in that event, the Trustee may during the joint lives of the Trustors, in addition to the payments of income and principal for the benefit of such Trustor, pay to or apply for the benefit of the affected Trustor such sums from the net income and from the principal of such Trustor's separate estate as in the Trustee's sole discretion shall be necessary or advisable from time to time for the health, education, maintenance and support of such affected Trustor, taking into consideration the extent the Trustee deems advisable any other income or resources of the affected Trustor known to the Trustee.

Specific Trustee Powers

By way of illustration and not of limitation and in addition to any inherent, implied or statutory powers granted to trustees generally, the Trustee is specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of This Trust: to allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of the Trustor, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of the Trustor, invest, lease, manage, mortgage, hypothecate (by Deed of Trust or other appropriate instrument), encumber, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, make distributions in cash or in kind or partly in each without regard to the income tax basis of such asset and in general, exercise all of the powers in the management of the Trust Estate which any individual could exercise in the management of similar property owned in his/her own right, upon such terms and conditions as to the Trustee may seem best, and execute and deliver any and all instruments and do all acts which the Trustee may deem proper or necessary to carry out the purposes of This Trust, without being limited in any way by the specific grants of power made, and without the necessity of a court order.

The Trustee is authorized to pledge the assets of the Trust to secure the indebtedness of the Trustors.

Securities Authorization

The Trustee is empowered to buy, sell, trade and deal in stocks, bonds, mutual funds and securities of all nature (including "short" sales) and commodities of every nature, including but not limited to United States of America or foreign government bonds and securities, and

contracts for future delivery of commodities of every nature on margin or otherwise; whether those contracts be in the nature of “puts” or “calls” as such terms are normally understood in the securities industry; and for such purpose to maintain and operate margin and commodities accounts with brokers; and in connection therewith, to borrow money and to pledge any and all stocks, bonds, securities, mutual funds, commodities and contracts for the future delivery thereof, held or purchased by the Trustee, with such brokers for loans and advances made to the Trustee.

The Trustee is empowered to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations, and in connection therewith to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable.

The Trustee is empowered to engage in listed option transactions (including initiating and closing transactions) of the following nature: Covered Writing, Uncovered Writing, Buying, Spreading and Uncovered Call Writing.

The Trustee is expressly authorized in the Trustee’s sole discretion to exercise any option to purchase stock under any stock option purchase plan in which any decedent Beneficiary is a participant.

The Trustee shall have the power, unless limited by law, in the Trustee’s absolute discretion to hire, employ and retain third parties and managers of Trust assets and to grant to such managers authority to manage, buy, and sell Trust assets at such managers’ discretion provided that in selecting any such manager the Trustees shall exercise the care which persons of prudence, discretion and intelligence employ on their own account and further provided that any such grant of powers to any such manager shall be in writing.

The Trustee is authorized to employ attorneys, accountants, investment advisors, investment managers, specialists and such other agents as the Trustee shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the Trust, and to delegate to said manager investment discretion, within the limits prescribed by law, if any. Such appointment shall include the power to acquire and dispose of such assets. The Trust shall be solely liable for the compensation of such attorneys, accountants, investment advisors, investment managers, specialists and other agents and any other related costs or expenses.

If the Trustee elects to appoint an investment manager, the Trustee shall enter into an

agreement with each investment manager so appointed, specifying the duties and compensation of such investment manager and other terms and conditions under which such investment manager shall be retained. The Trustee shall not be liable for any act or omission of any investment manager, and shall not be liable for following the advice of any investment manager, with respect to any duties delegated to the investment manager.

The Trustee shall have the power to determine the portion of the Trust assets to be invested pursuant to the direction of a designated investment manager and to set investment objectives and guidelines for the investment manager.

Sub-Chapter S Authorization

It is the Trustors' intent that all Trusts and shares created hereby each qualify as a Qualified Subchapter S Trust ("QSST") for federal tax purposes (if the appropriate election is made) and in any event to conform to the requirements of the provisions of the Internal Revenue Code from time to time existing with respect to the federal income tax treatment of S Corporations and their shareholders with respect to any S Corporation Stock or rights therein. The Trustors intend that the provisions of This Trust, including any power, duty or discretionary authority, be construed to conform to that intent. To the extent that any such provision cannot be so construed with respect to any S Corporation Stock or rights therein, it shall be deemed void as to such Stock or right. In no event shall the Trustee take any action or have any power that will impair the power of such trusts or shares to hold S Corporation stock, and all provisions regarding such trusts shall be interpreted to conform to that objective with respect to any S Corporation Stock or rights therein.

Precious Metal and Limited Partnerships

The Trustee is empowered to purchase and sell, directly or indirectly, precious metals, limited partnerships of any type, investment quality gems, rare coins and stamps, and objects of art.

Stock of Professional Corporation

Any professional corporation stock transferred to This Trust by a duly licensed Trustor shall be held, managed and administered by the licensed Trustor as the Stock Trustee for the use and benefit of said licensed Trustor. The Stock Trustee shall have all the powers described in the provision entitled "TRUSTEE POWERS" with regard to such stock. Subject to the remaining paragraphs of this Article, if the professional corporation stock is transferred from the Trust

during the lifetime of the licensed Trustor, it shall be transferred only to the licensed Trustor or to a bona fide purchaser for adequate consideration.

The licensed Trustor shall have legal and equitable title to such shares, subject only to any commonly owned or community property interest which the non-licensed Trustor may have. Nothing in this Article shall be deemed to limit or otherwise affect said commonly owned or community property interest in the proceeds which may be received from the sale of such stock after the death of the licensed Trustor.

At such time as the professional corporation is no longer engaged in the practice of its licensed profession or if it becomes unable to do so, the stock shall be held by the Trustee(s) named in this Agreement, subject to all the provisions of This Trust Agreement exclusive of this Provision, "Stock of Professional Corporation."

Trust Investments

The Trustee shall invest the Trust Estate so that it will produce for the Surviving Trustor, during his or her lifetime, an income or use which is consistent with the value of the Trust Estate and with its preservation.

Marital Deduction

It is the intent of the Trustors that the property of Trust A, and the property allocated to any trust created hereunder having provisions which are intended to qualify its property as qualified terminable interest property, as that term is defined in the Internal Revenue Code, qualify for the unlimited federal estate tax marital deduction for federal tax purposes under the Economic Recovery Tax Act of 1981, or successor statute, that the provisions of This Trust instrument relating to the marital deduction, including any power, duty, or discretionary authority, comply with the marital deduction provisions of the Internal Revenue Code, and that they be construed to conform to that intent. To the extent that any such provision cannot be so construed, it shall be deemed void. In no event shall the Trustee take any action or have any power that will impair the marital deduction, and all provisions regarding Trust A and any qualified terminable interest property trust shall be interpreted to conform to that primary objective.

Payment to Minor and/or Disabled Individual

In case the income or principal payment under any Trust created hereunder or any share thereof shall become payable to a person under the age of twenty-one (21), or to a person under

legal disability, or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the opinion of the Trustee unable properly to administer such amounts, then such amounts shall be paid out by the Trustee in such of the following ways as the Trustee deems best: directly to such Beneficiary; to the legally appointed Guardian of such Beneficiary; to some relative or friend for the care, support and education of such Beneficiary; to an UTMA or UGMA account maintained for the benefit of the Beneficiary; or by the Trustee using such amounts directly for such Beneficiary's care, support and education.

Reimbursement of Guardian's Expenses

The Trustors do not desire that the Guardian of any minor Beneficiary should incur personal expense for the support of such Beneficiary. The Trustee is authorized to distribute funds from such Beneficiary's share for the purpose of reimbursing such Guardian for reasonable expenses incurred in accommodating such Beneficiary.

Occupancy of Residence

The Trustee may permit any Trustor Beneficiary to occupy rent free any residence constituting a part of the assets of a Trust for such Beneficiary and: to pay the real estate taxes thereon; expenses of maintaining said residence in suitable repair and condition; and to pay hazard insurance premiums on said residence; provided, however, the Trustee shall not exercise this power in any way which would deprive either Trustor under This Trust of the beneficial enjoyment of the Trust and either Trustor shall have the right to limit, restrict or terminate the Trustee's exercises of this power if it interferes with such beneficial enjoyment.

Either Trustor shall further have the right to sell any residence constituting a part of the Trust Estate or Trust B and/or Trust C and buy another of the same or lesser value, or exchange any residence constituting part of the said Trust Estate for another; any excess value not used to acquire the new residence becoming part of the said Trust Estate.

Discretionary Dissolution of Trust

If at any time any Trust created in This Trust Agreement has a fair market value, as determined by the Trustee, of fifteen thousand (\$15,000) dollars or less, the Trustee, in the Trustee's absolute discretion if the Trustee determines that it is uneconomical to continue such Trust, may terminate such Trust and distribute the Trust property to the person or persons then entitled to receive or have the benefit of the income therefrom or the legal representative of such person. If there is more than one income Beneficiary, the Trustee shall make such distribution to

such income Beneficiaries in the proportion in which they are Beneficiaries or, if no proportion is designated, in equal shares to such Beneficiaries.

Valuation of Assets

In making the distributions of any trust or share created under This Trust Agreement, the judgment of the Trustee concerning the valuation of assets distributed shall be binding and conclusive upon all Beneficiaries. The Trustee may distribute the shares of the various Trusts to Beneficiaries by making distribution in cash, or in kind, or partly in cash and partly in kind, or in undivided interests, in such manner as the Trustee in his or her sole and absolute discretion deems advisable. The Trustee may sell such property as the Trustee deems necessary to make such division or distribution. After any division of the Trust Estate, the Trustee may make commonly owned investments with funds from some or all of the several shares of the Trust Estate.

Application to Court

If there ever is any need to obtain court approval of any accounting or interpretation of this Agreement, the Trustors direct the Trustee to make such application to any court of competent jurisdiction, it being the intent of the Trustors that the court shall not assume continuing jurisdiction.

Insurance

The following provisions apply to insurance held by the Trust or of which the Trust is the Beneficiary.

Policy Owner's Rights - Nothing in this Article shall be construed as limiting the right of either Trustor to dispose of by Will his or her interest in any life insurance policy on the other Trustor's life that is payable to the Trustee hereunder or as limiting any such right a Trustor may possess in any such insurance policy by virtue of its commonly owned or community property character.

Trustee Held Harmless as Custodian - The owner of any life insurance policies payable to the Trustee shall have all rights under any such policies, including the right to change the Beneficiary, to receive any dividends or other earnings of such policies without accountability therefore to the Trustee or any Beneficiary hereunder, and may assign any policies to any lender, including the Trustee, as security for any loan to either Trustor or any other person; and the Trustee shall have no responsibility with respect to any policies, for the payment of premiums or

otherwise, except to hold any policies received by the Trustee in safekeeping and to deliver them upon owner's written request and upon the payment to the Trustee of reasonable compensation for services. The rights of any assignee of any policy shall be superior to the rights of the Trustee.

Canceling a Policy - If any policy is surrendered or if the Beneficiary is changed, This Trust shall be revoked with respect to such policy. However, no revocation of the Trust with respect to any policy, whether pursuant to the provisions of the preceding sentence or otherwise, shall be effective unless the surrender or change in Beneficiary of the policy is accepted by the insurance company.

Policy Options - Upon the death of the insured under any policy held by or known to, and payable to, the Trustee, or upon the occurrence of some event prior to the death of the insured that matures any such policy, the Trustee, in the Trustee's discretion, either may collect the net proceeds and hold them as part of the principal of the Trust Estate, or may exercise any optional method of settlement available to the Trustee, and the Trustee shall deliver any policies on the Trustor's life held by the Trustee and payable to any other beneficiaries as those beneficiaries may direct.

Insurance Payment Discharge - Payment to, and the receipt of; the proceeds, by the Trustee shall be a full discharge of the liability of any insurance company, which need not take notice of This Trust Agreement or see to the application of any payment.

Suing an Insurance Company - The Trustee need not engage in litigation to enforce payment of any policy without prior indemnification to the Trustee from the Trust satisfactory to the Trustee for any resulting expenses.

Limitation on Change of Beneficiary - The Trustee shall not have the power or authority to change the beneficiary of any policy of insurance held in any irrevocable trust created under the terms hereof.

PAYMENT OF DEATH COSTS

The Trustee shall see to the payment of all obligations of a deceased Trustor without an order of the court, including costs of final illness, funeral and interment as deemed appropriate by the Trustee.

Discretionary Powers of Trustee to Pay Death Costs

After a Trustor's death, the Trustee may, in the Trustee's discretion without an order of the court pay all or any part of such deceased Trustor's funeral and last illness expenses, legally enforceable claims against the Trustor or his or her estate, reasonable expenses of estate administration, any allowances by court order to those dependent upon such Trustor, any estate, inheritance, succession, death or similar taxes payable by reason of such Trustor's death, together with any interest thereon or other additions thereto, without reimbursement from such Trustor's Executor, Personal Representative or Administrator, from any Beneficiary of insurance upon such Trustor's life, or from any other person. All such payments, except for interest, shall be charged generally against the principal of the Trust Estate includable in such Trustor's estate for Federal estate tax purposes and any interest so paid shall be charged generally against the income thereof except as follows:

Specific Provisions for Settling Estate

On the death of the first of the Trustors to die, the Surviving Trustor shall allocate and charge the final costs of the death of the first Trustor to die, to Trust A or Trust B or Trust C, as appropriate.

Final costs shall include the costs of final illness, funeral expenses, and any Federal and State taxes. All taxes shall be charged against the Trust Estate containing the assets creating the liability. Costs and expenses deducted in computing Federal Estate Tax and/or any State death tax shall be charged against the estate of the decedent Trustor.

On the death of the Surviving Trustor, the Successor Trustee shall charge Trust A and Trust C proportionately with the costs of final illness, funeral expenses, and any Federal and State taxes of the Surviving Trustor.

Written Statement as Evidence

Written statement by the executor, personal representative or administrator of such sums due and payable by the Trust Estate shall be sufficient evidence of their amount and propriety for the protection of the Trustee, and the Trustee shall be under no duty to see to the application of

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any such payments.

Flower Bonds

The Trustee shall see to the redemption of any obligations of the United States Government held hereunder which may be redeemed at par in payment of federal estate taxes, if held as part of the deceased Trustor's taxable estate, to the extent of the deceased Trustor's interest therein.

If someone other than the Trustee is charged with the filing of returns and payment of death taxes, then the Trustee may pay over to such person(s) the obligations to be used in payment of taxes and upon receipt by such person(s) the Trustee shall be released from any duty to see to the application thereof.

DEATH OF TRUSTOR

Upon the death of either Trustor the Surviving Trustee shall divide and allocate the Trust Estate into two (2) separate shares as described in the following section. This division shall include any property which may be added from the deceased Trustor's general estate. One share shall be designated as Survivor's Trust A and the other share shall be designated as Decedent's Marital Share, Trust B and Trust C.

Survivor's Trust A

Survivor's Trust A shall consist of the Survivor's one-half (1/2) interest in the commonly owned property or community property, quasi-community property and all other property included in the Trust Estate as the separate property of the Surviving Trustor. Upon division into shares at the death of a Trustor, Survivor's Trust A shall remain revocable by the Surviving Trustor during the life of the Surviving Trustor. Upon the death of the Surviving Trustor this share shall become irrevocable.

Any property not allocated to the Decedent's Marital Share, or otherwise allocated by the provisions of This Trust at the death of the first of the Trustors to die, shall be allocated to this Survivor's Trust A.

Decedent's Marital Share

Decedent's Marital Share shall consist of the Decedent's one-half (1/2) interest in the commonly owned property or community property of the Trust Estate, one-half (1/2) interest in the quasi-community property and all other property included in the Trust Estate as the Separate Property of the Decedent Trustor. Decedent's Marital Share shall be divided and allocated into Decedent's Trust B and C. Upon creation of such Trust shares, Decedent's Trust B and Trust C are irrevocable.

The Surviving Trustee shall have the sole discretion to select the commonly owned, community and quasi-community assets or the proportionate share of any such assets which shall be included in the Decedent's Trust B and Trust C. In no event, however, shall there be included in Trust C any assets or the proceeds of any asset which will not qualify for the federal estate tax marital deduction, and Trust C shall be reduced to the extent that it cannot be created with such qualifying assets. The Trustee shall value any asset selected by the Trustee for distribution in kind to the Decedent's share at the value of such asset as of the date of the Decedent's death or six (6) months from the date of the Decedent's death.

Unlimited Marital Deduction

The term “unlimited marital deduction” shall not be construed as a direction by the deceased Trustor to exercise any election respecting the deduction of estate administration expenses, the determination of the estate tax valuation date, or any other tax election which may be available under any tax laws. This term is used to indicate the Trustors’ desire to minimize any tax on the event of the first to die, and it is their wish that the Trustee administer the Trust Estate in such a manner as will result in the largest allowable estate tax marital deduction at the death of the first of the Trustors to die, after funding Decedent’s Trust B to the maximum amount which can be allocated to Decedent’s Trust B without incurring any Federal Estate Tax.

Disclaimer of Interest

The Surviving Trustor may disclaim his or her interest in any asset, or portion thereof, which is included in the Trust Estate or any share created by This Trust Agreement. Such disclaimer shall be in writing, in such form as may be prescribed by state law, and which may meet the further requirements of the rules and regulations of the Internal Revenue Service for qualified disclaimers. The Surviving Trustor may disclaim his or her right to income, the right to invade principal (whether by ascertainable standard or otherwise), the right to appoint the residual by amendment to This Trust or by testamentary instrument, and any other right or rights, interest and/or portions thereof.

In making the election to disclaim any interest in property, the Surviving Trustor may choose that property to be disclaimed, and such interest or interests therein as they may deem prudent. If a disclaimer extends to the Surviving Trustor’s entire interest in an asset, and all rights therein, such asset shall be held, managed, allocated and distributed according to the terms hereof which obtain upon the death of the Surviving Trustor, as if such death had occurred.

To the extent necessary to comply with the requirements of state or federal law, the Trustee is empowered to make specific amendments to This Trust and its provisions to give effect to the terms of a qualified disclaimer by the Surviving Trustor.

Division of Marital Share

The marital share shall be divided and administered as follows: Taking into account any assets already assigned into and held under the terms of Decedent’s Trust B, and including any assets disclaimed by the Surviving Trustor in favor of Decedent’s Trust B, an amount equal to the exemption equivalent available by reason of the unified tax credit available under Internal

Revenue Code Section 2010 or any successor or modified version of that Section (reduced by any such credit applied to life-time transfers) shall be placed in Decedent's Trust B and shall be administered under the terms of Trust B as hereinafter set forth (Decedent's Trust B), and any amount of the marital share exceeding the amount allocated to Trust B shall be administered under the terms of Trust C as hereinafter set forth.

The assets allocated to Decedent's Trust B shall include amounts held by the Decedent Trustor in IRA or other retirement plans, and which have been disclaimed in favor of said Trust B by the Surviving Trustor. As to such assets in Trust B, the terms of Trust B shall be irrevocable, and the Surviving Trustor shall be the irrevocable lifetime beneficiary thereof. The Successor Trustee is given the authority by the Trustors to amend the said Trust B as necessary to conform it to the appropriate laws and regulations, now and in the future, that apply to a trust named as a beneficiary of such a retirement account, so as to retain all options for the settlement thereof as if the Surviving Trustor were the direct beneficiary, as may be prescribed by the Internal Revenue Code and related laws and regulations.

Decedent's Trust B

Decedent's Trust B shall be composed of cash, securities or other property of the Trust Estate having a value equal to the largest amount, that after allowing for the unified credit against the federal estate tax and the state death tax credit against such tax (but only to the extent that the use of such state death tax credit does not increase the death tax payable to any state), will not result in a federal estate tax being imposed on the estate of the deceased Trustor.

Notwithstanding the foregoing, if the decedent Trustor is a non-resident, non-citizen of the United States at death, then all of the Decedent's Share shall be allocated to Survivor's Trust A after funding Decedent's Trust B.

Decedent's Trust C

Trust C shall be composed of cash, securities or other property of the Trust Estate having a value equal to the unlimited marital deduction as finally determined in the Decedent Trustor's Federal Estate Tax Return, less the aggregate amount of marital deductions, if any, allowed for such estate tax purposes by reason of property or interest in property, passing or which have passed to the Surviving Trustor, otherwise than pursuant to the provisions of this article, reduced by the amount of cash, securities or other property allocated to Trust B herein.

Use of Trusts A and B - Simultaneous Death

If both Trustors should die under circumstances which would render it doubtful as to which Trustor died first, half of the commonly owned and/or community assets and all of one of the Trustor's separate property shall be allocated and transferred to Trust A, and the other half of the commonly owned and/or community assets and all of the other Trustor's separate property shall be allocated and transferred to Trust B. Assets so allocated shall be administered in accordance with the terms for each Trustor's share, as their interests appear.

If any non-Trustor beneficiary and a Trustor should die under circumstances which would render it doubtful as to which died first, the Trustor or the non-Trustor beneficiary, it shall be conclusively presumed that said non-Trustor beneficiary predeceased such Trustor by (60) sixty days.

SURVIVOR'S TRUST A

Survivor's Trust A shall be held, administered and distributed as follows:

Right to Income

Commencing with the date of the first Trustor's death, the Trustee shall pay to or apply for the benefit of the Surviving Trustor during his or her lifetime all the net income from Trust A in convenient installments but no less frequently than quarterly.

Right to Principal

In addition, the Trustee may pay to or apply for the benefit of the Surviving Trustor such sums from the principal of Trust A as in the Trustees' sole discretion shall be necessary or advisable from time to time for the medical care, education, maintenance or support of the Surviving Trustor, taking into consideration to the extent the Trustees deem advisable, any other income or resources of the Surviving Trustor known to the Trustees.

Right to Withdraw Principal

The Surviving Trustor may, at any time during his or her lifetime and from time to time, withdraw all or any part of the principal of Trust A, free of trust, by delivering to the Trustee an instrument in writing, duly signed by the Surviving Trustor, describing the property or portion thereof desired to be withdrawn. Upon receipt of such instrument, the Trustee shall thereupon convey and deliver to the Surviving Trustor, free of trust, the property described in such instrument.

Control of Assets

The Surviving Trustor may, at any time by written notice, require the Trustee either to make any nonproductive property of This Trust productive or to convert productive property to nonproductive property, each within a reasonable time. The Surviving Trustor may further require the Trustee to invest part, or all, of this share of Trust assets for the purpose of maximizing income rather than growth, or growth rather than income.

Right to Change Beneficiary

The Surviving Trustor retains the right to change the beneficiaries of Trust A.

Allocation to Survivor's GST Trust

Effective as of the date of death of the last of the Trustors to die, This Trust A, as finally determined, shall be further divided and held as two (2) parts known respectively as the "Survivor's GST Trust" and "Trust A."

The Survivor's GST Trust shall consist of that amount of property, if any, that has a value equal to the amount of the decedent Trustor's then available generation-skipping transfer ("GST") tax exemption.

In making the division of property into Survivor's GST Trust and Trust A: (a) the values as finally determined for federal estate tax purposes (or, if no estate tax return is required with respect to the decedent Trustor's estate, the values determined in accordance with federal estate tax laws), will be conclusive; and (b) the trustee may select the property to be used to satisfy the Survivor's GST Trust and Trust A amounts, but the trustee must select such property in a manner that the assets, including cash, of each share will have an aggregate fair market value fairly representative of each part's proportionate share of the appreciation or depreciation in value to the date or dates of allocation of all property then available for allocation.

For the purposes of determining the amount of property allocated to Survivor's GST Trust and Trust A, the decedent Trustor's then available GST tax exemption means an amount equal to the GST tax exemption provided in Section 2631(a) of the Internal Revenue Code of 1986, as amended, that has not been allocated by the decedent Trustor (or by operation of law) to property transferred by the decedent Trustor during the decedent Trustor's lifetime and that has not been allocated by the decedent Trustor's personal representative to any other disposition under the decedent Trustor's will, This Trust, or otherwise. In determining the allocation amount, if the decedent Trustor has died without filing a federal gift tax return that is required to be filed and that has a due date (including extensions) that is after the decedent Trustor's death, then the decedent Trustor will be deemed to have allocated the decedent Trustor's GST tax exemption to all the property with respect to which the decedent Trustor is the transferor for federal GST tax purposes that (a) may at some time be subject to the federal GST tax; (b) is required to be reported on such gift tax return; (c) is to or for the benefit of the decedent Trustor's lineal descendants or any of them; and (d) does not qualify for any other exemption or exclusion from the federal GST tax. Nonetheless, the decedent Trustor shall not be deemed to have allocated his GST tax exemption to any trust if the entire trust principal may, at any time, either be required under the terms of the governing instrument to be paid to one or more children of the decedent Trustor or to one or more persons treated as a child of the decedent Trustor for federal GST tax purposes (other than as an invasion of principal in the discretion of a trustee or pursuant to an ascertainable standard), or be subject to federal estate tax by reason of the death of a child of the

decendent Trustor or a person treated as a child of the decedent Trustor for federal GST tax purposes.

The Trust property held as Survivor's GST Trust and as Trust A shall be held and administered in accordance with the other terms and conditions of this section of the Trust, "SURVIVOR'S TRUST A," as herein contained.

Distribution of Residual of Trust A and Survivor's GST Trust

After the death of the surviving Trustor, the balance of the principal of Trust A shall be held, managed and distributed in accordance with the provisions specified in the section of This Trust titled "ALLOCATION AND DISTRIBUTION OF TRUST ASSETS" as constituted and provided on the date of the last of the Trustors to die.

After the death of the last Trustor, the trustee shall, to the extent possible, make property allocations and distributions of the Trust Estate so that any distributions to "skip persons" (as defined in the Internal Revenue Code of 1986, as amended) of the Trustor shall be made from the Decedent's GST portion of Trust A or Trust A, as the case may be, so long as all distributions to skip persons will be made from those portions of the Trust Estate or the deceased Trustor's taxable estate having an inclusion ratio of zero (0). If for any reason the trustee allocates the Trust Estate so that distributions from the Trust Estate or the deceased Trustor's taxable estate will be subject to the Generation Skipping Transfer Tax because the portion of the Trust Estate or taxable estate from which the distributions are to be made has an inclusion ratio other than zero (0), then distributions to skip persons shall be made first from those portions of the Trust Estate which have an inclusion ratio other than zero (0). The Trustors' desire that any portion of the Trust Estate having an inclusion ratio of zero (0) be allowed to appreciate free of generation skipping transfer tax during the period the Trust Estate is being held for ultimate distribution of principal to skip persons to the extent this is legally possible.

If the Trustor whose share is represented by This Trust A makes specific provision for beneficiaries, allocation and distribution; and such provision cannot be complied with due to the death of a specified beneficiary, or if for any reason a specified distribution cannot be made as directed, then provisions of "Per Stirpes" as specified herein shall govern distribution, with reference to the affected Trustor's beneficiaries and share.

DECEDENT'S TRUST B

Decedent's Trust B shall be irrevocable and shall be held, administered and distributed as follows:

Payment of Income

Commencing with the date of first Trustor's death, the Trustee may pay to or apply for the benefit of the Surviving Trustor during his or her lifetime all the net income from Trust B in convenient installments, but no less frequently than quarterly.

Payment of Principal

The Trustee may pay to, or apply for the benefit of, the Surviving Trustor, during his or her lifetime, such sums from the principal of Trust B as in the Trustee's sole discretion shall be necessary or advisable from time to time for the health, education, maintenance and support of the Surviving Trustor, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Surviving Trustor known to the Trustee.

Other Payments

In addition to the income (paid under "Payment of Income" above) and discretionary payments of principal (paid under "Payment of Principal" above) from This Trust, there shall be paid to the Surviving Trustor, during his or her lifetime, from the principal of This Trust, upon the Surviving Trustor's written request, during the last month of each fiscal year of the Trust an amount not to exceed during such fiscal year the amount of five thousand (\$5,000) dollars or five (5%) percent of the aggregate value of principal for such fiscal year, whichever is greater. This right of withdrawal is noncumulative, so that if the Surviving Trustor does not withdraw, during such fiscal year, the full amount to which he or she is entitled under this Paragraph, his or her right to withdraw the amount not withdrawn shall lapse at the end of that fiscal year.

Control of Assets

The Surviving Trustor may, at any time by written notice, require the Trustee either to make any nonproductive property of This Trust productive or to convert productive property to nonproductive property, each within a reasonable time. The Surviving Trustor may further require the Trustee to invest part, or all, of this share of Trust assets for the purpose of maximizing income rather than growth, or growth rather than income.

Qualified Terminable Interest

It is the intent of the Trustors that Trust B shall meet the requirements for treatment as a

qualified terminable interest under I.R.C. Sections 2523(f)(2)(C) and 2056(b)(7)(B)(v). The Trustee (or Executor of the first Trustor to die, as the case may be) shall have the authority to elect to treat all or a fractional share of the assets in Trust B as qualified terminable interest property. In addition, the Trustee (or Executor of the first Trustor to die, as the case may be) shall have the authority to make an election under any applicable state law to treat all or a fractional share of Trust B Property (including a different fractional share than selected in any federal law election) as qualifying for any state law marital deduction.

The Trustees of Trust B are given the authority to amend This Trust Agreement to conform the terms to the applicable rules and regulations, now and in the future, to secure for the property of Trust B, treatment as qualified terminable interest property as defined in I.R.C. Sections 2523(f)(2)(C) and 2056(b)(7)(B)(v) or any subsequent provisions of the I.R.C. and as interpreted and applied by the rules and cases thereunder, insofar as it is legally possible to do so.

Distribution of Residual of Trust B

The balance of the principal of Trust B shall be distributed in accordance with the provisions specified in the section of This Trust titled "ALLOCATION AND DISTRIBUTION OF TRUST ASSETS" as constituted and provided on the date of the death of the first of the Trustors to die.

If the Trustor whose share is represented by This Trust B makes specific provision for beneficiaries, allocation and distribution; and such provision cannot be complied with due to the death of a specified beneficiary, or if for any reason a specified distribution cannot be made as directed, then provisions of "Per Stirpes" as specified herein shall govern distribution, with reference to the affected Trustor's beneficiaries and share.

DECEDENT'S TRUST C

Decedent's Trust C shall be irrevocable and shall be held, administered and distributed as follows:

Payment of Income

Commencing with the date of first Trustor's death, the Trustees shall pay to or apply for the benefit of the Surviving Trustor during his or her lifetime all the net income from Trust C in convenient installments, but no less frequently than quarterly.

Payment of Principal

The Trustees may pay to, or apply for the benefit of, the Surviving Trustor, during his or her lifetime, such sums from the principal of Trust C as in the Trustees' sole discretion shall be necessary or advisable from time to time for the health care, education, support and maintenance of the Surviving Trustor, taking into consideration to the extent the Trustees deem advisable, any other income or resources of the Surviving Trustor known to the Trustees.

Other Payments

In addition to the income (paid under "Payment of Income" above) and discretionary payments of principal (paid under "Payment of Principal" above) from This Trust, there shall be paid to the Surviving Trustor, during his or her lifetime, from the principal of This Trust, upon the Surviving Trustor's written request, during the last month of each fiscal year of the Trust an amount not to exceed during such fiscal year the amount of five thousand (\$5,000) dollars or five (5%) percent of the aggregate value of principal for such fiscal year, whichever is greater. This right of withdrawal is noncumulative, so that if the Surviving Trustor does not withdraw, during such fiscal year, the full amount to which he or she is entitled under this Paragraph, his or her right to withdraw the amount not withdrawn shall lapse at the end of that fiscal year.

Control of Assets

The Surviving Trustor may, at any time by written notice, require the Trustees to make any nonproductive property of This Trust productive within a reasonable time. The Surviving Trustor may further require the Trustees to invest part, or all, of this share of Trust assets for the purpose of maximizing income rather than growth, or growth rather than income.

Qualified Terminable Interest

It is the intent of the Trustors that This Trust C shall qualify for the Marital Deduction on the death of the first of them to die. They therefore direct that the Trustees of This Trust C shall

make such election as may be required by law (I.R.C. Sections 2523(f)(2)(C) and 2056(b)(7)(B)(v) or any subsequent provisions of the I.R.C. and as interpreted and applied by the rules and cases thereunder).

In the event that it is not possible to obtain treatment for the principal of Trust C as “qualified terminable interest property” because the surviving Trustor is not a United States citizen, then the Trustees shall secure alternative deferral of tax on the property of This Trust C by following the provisions for “Qualified Domestic Trust” herein.

The Trustees of This Trust C are hereby given the authority by the Trustors to amend the Trust as necessary to conform it to the appropriate laws and regulations, now and in the future, that apply to securing for the property of This Trust C its treatment as “qualified terminable interest property” as defined in I.R.C. Sections 2523(f)(2) and 2056(b)(7)(B)(i) (or any subsequent provisions of the I.R.C. and as interpreted and applied by the rules and cases thereunder), insofar as it is possible to do so.

Qualified Domestic Trust

In the event that the surviving Trustor is not a citizen of the United States on the date of death of the first of the Trustors to die, the Trustors intend that This Trust C be a “Qualified Domestic Trust” under the provisions of I.R.C. Section 2056(d)(2) (or any subsequent provisions of the I.R.C. and as interpreted and applied by the rules and cases thereunder). They therefore direct that the Trustees of This Trust C shall be a citizen, or be citizens of the United States, or a qualifying institution, so that the property of This Trust C shall not be taxed on the death of the first of the Trustors to die. If a Trustee is not a citizen of the United States, the Trustee shall appoint a U.S. Citizen to serve as successor Co-Trustee with the then serving non-U.S. Citizen Trustee. The U.S. Trustee shall withhold from Trust C taxes properly imposed by section 2056A of the Internal Revenue Code, as amended, in conformity with Internal Revenue Service regulations. The Trustees of This Trust C are hereby given the authority by the Trustors to amend the provisions of This Trust C as necessary to conform it to the appropriate laws and regulations, now and in the future, that apply to a “Qualified Trust” as that term is defined by the Internal Revenue Code and related laws and regulations.

Allocation to Decedent's GST Trust

Effective as of the date of death of the first of the Trustors to die, This Trust C, as finally determined, shall be further divided and held as two (2) parts known respectively as the

“Decedent’s GST Trust” and “Trust C.”

The Decedent’s GST Trust shall consist of that amount of property, if any, that has a value equal to the amount of the decedent Trustor’s then available generation-skipping transfer (“GST”) tax exemption.

In making the division of property into Decedent’s GST Trust and Trust C: (a) the values as finally determined for federal estate tax purposes (or, if no estate tax return is required with respect to the decedent Trustor’s estate, the values determined in accordance with federal estate tax laws), will be conclusive; and (b) the trustee may select the property to be used to satisfy the Decedent’s GST Trust and Trust C amounts, but the trustee must select such property in a manner that the assets, including cash, of each share will have an aggregate fair market value fairly representative of each part’s proportionate share of the appreciation or depreciation in value to the date or dates of allocation of all property then available for allocation.

For the purposes of determining the amount of property allocated to Decedent’s GST Trust and Trust C, the decedent Trustor’s then available GST tax exemption means an amount equal to the GST tax exemption provided in Section 2631(a) of the Internal Revenue Code of 1986, as amended, that has not been allocated by the decedent Trustor (or by operation of law) to property transferred by the decedent Trustor during the decedent Trustor’s lifetime and that has not been allocated by the decedent Trustor’s personal representative to any other disposition under the decedent Trustor’s will, This Trust, or otherwise. In determining the allocation amount, if the decedent Trustor has died without filing a federal gift tax return that is required to be filed and that has a due date (including extensions) that is after the decedent Trustor’s death, then the decedent Trustor will be deemed to have allocated the decedent Trustor’s GST tax exemption to all the property with respect to which the decedent Trustor is the transferor for federal GST tax purposes that (a) may at some time be subject to the federal GST tax; (b) is required to be reported on such gift tax return; (c) is to or for the benefit of the decedent Trustor’s lineal descendants or any of them; and (d) does not qualify for any other exemption or exclusion from the federal GST tax. Nonetheless, the decedent Trustor shall not be deemed to have allocated his GST tax exemption to any trust if the entire trust principal may, at any time, either be required under the terms of the governing instrument to be paid to one or more children of the decedent Trustor or to one or more persons treated as a child of the decedent Trustor for federal GST tax purposes (other than as an invasion of principal in the discretion of a trustee or pursuant to an

ascertainable standard), or be subject to federal estate tax by reason of the death of a child of the decedent Trustor or a person treated as a child of the decedent Trustor for federal GST tax purposes.

The Trust property held as Decedent's GST Trust and as Trust C shall be held and administered in accordance with the other terms and conditions of this section of the Trust, **"DECEDENT'S TRUST C,"** as herein contained.

Distribution of Residual of Trust C

After the death of the surviving Trustor, the balance of the principal of Trust C shall be held, managed and distributed in accordance with the provisions specified in the section of This Trust titled "ALLOCATION AND DISTRIBUTION OF TRUST ASSETS" as constituted and provided on the date of the first of the Trustor's to die.

After the death of the first Trustor, the trustee shall, to the extent possible, make property allocations and distributions of the Trust Estate so that any distributions to "skip persons" (as defined in the Internal Revenue Code of 1986, as amended) of the Trustor shall be made from the Decedent's GST portion of Trust B or Trust C, as the case may be, so long as all distributions to skip persons will be made from those portions of the Trust Estate or the deceased Trustor's taxable estate having an inclusion ratio of zero (0). If for any reason the trustee allocates the Trust Estate so that distributions from the Trust Estate or the deceased Trustor's taxable estate will be subject to the Generation Skipping Transfer Tax because the portion of the Trust Estate or taxable estate from which the distributions are to be made has an inclusion ratio other than zero (0), then distributions to skip persons shall be made first from those portions of the Trust Estate which have an inclusion ratio other than zero (0). The Trustors' desire that any portion of the Trust Estate having an inclusion ratio of zero (0) be allowed to appreciate free of generation skipping transfer tax during the period the Trust Estate is being held for ultimate distribution of principal to skip persons to the extent this is legally possible. The trustees are authorized to make any elections permitted under the I.R.C. to effectuate this purpose including an election to treat the first Trustor to die as the transferor of property which may constitute a portion of Trust C (a so-called reverse QTIP election).

If the Trustor whose share is represented by This Trust C makes specific provision for beneficiaries, allocation and distribution; and such provision cannot be complied with due to the death of a specified beneficiary, or if for any reason a specified distribution cannot be made as

directed, then provisions of "Per Stirpes" as specified herein shall govern distribution, with reference to the affected Trustor's beneficiaries and share.

ALLOCATION AND DISTRIBUTION OF TRUST ASSETS

The Trustee shall allocate, hold, administer and distribute the Trust assets as hereinafter delineated.

Upon Death of the First Trustor

Upon the death of the first Trustor, the Trustee shall make any separate distributions that have been specified by the deceased Trustor. The Trustee shall also take into consideration the appropriate provisions of this section.

Upon the Death of Both Trustors

Upon the death of the Surviving Trustor, the Trustee shall hold, administer and distribute the Trust in the following manner.

Personal Property Distribution

The Trustors request the Trustee to abide by any memorandum by the Trustors directing the disposition of personal and household effects of every kind including but not limited to furniture, appliances, furnishings, pictures, china, silverware, glass, books, jewelry, wearing apparel, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property. Otherwise, the personal and household effects of the Trustors shall be distributed with the remaining assets of the Trust Estate.

Support and Education

At any time prior to the division of the Trust into shares as hereinafter provided, or prior to distribution if divided, the Trustee may, at his/her sole and absolute discretion, provide such sums as shall be necessary or advisable, for the health, education, maintenance and support of any Primary Beneficiary, provided, however, such aid or support shall be charged against the share of the Beneficiary receiving it, and that no such aid or support shall in any way diminish the benefits available to any other Beneficiary. This provision shall also apply to the issue of a deceased Primary Beneficiary (as hereinafter designated).

Extraordinary Distribution

The Trustee is further authorized, in his or her sole and absolute discretion, to provide such sums as shall be necessary or advisable, for the furtherance of worthwhile personal, professional or business goals, and if deemed appropriate by the Trustee, to provide such reasonable sums for a partial or complete down-payment on a home of any Primary Beneficiary, provided, however, such aid or support shall be charged against the share of the Beneficiary

receiving it, and that such aid or support shall in no way diminish the benefits available to any other Beneficiary. Such provision shall also apply to the issue of a deceased Primary Beneficiary of the Trustors, if applicable.

The Trustee is authorized, in his or her sole and absolute discretion, to distribute all the net income of the Trust Estate, at least annually, to the beneficiaries then entitled to income. Any distribution of income shall be made in the same proportion as the beneficiary's right to principal bears to the total principal of the Trust Estate. For example, if a beneficiary is entitled to a future distribution of twenty-five percent (25%) of the principal, the Trustee may distribute twenty-five percent (25%) of the net income to the beneficiary.

The Trustee shall record such extraordinary distributions that are made under this provision in Schedule A.

Gifts or Loans

The Trustee shall reduce a Beneficiary's share by any gifts or loans as shown in Schedule A.

Disabled Beneficiaries

As used in this section, the term "Disabled Beneficiary" and any variations thereof and references thereto, shall mean any beneficiary of This Trust who has been determined by a court of competent jurisdiction to be incompetent or unable to adequately manage his or her affairs. Additionally, the Trustee may make a determination, in accordance with the procedures for determining the competency of a Trustee, of the incompetency of any beneficiary. The interests of all such beneficiaries shall be governed by these provisions for Disabled Beneficiaries.

Disabled Beneficiaries shall not have any discretionary rights of a beneficiary with respect to This Trust, or with respect to his or her share or portion thereof. The Trustees shall hold and maintain such incompetent beneficiary's share of the Trust Estate in trust.

Notwithstanding the foregoing, any Beneficiary who is diagnosed for the purposes of governmental benefits (as hereinafter delineated) as being not competent or as being disabled, and who shall be entitled to governmental support and benefits by reason of such incompetency or disability, shall cease to be a Beneficiary, and Trustee if so named, of This Trust if such aid is jeopardized by reason of the individual's status as a Beneficiary or Trustee. Likewise, they shall cease to be a Beneficiary or Trustee if any share or portion of the principal or income of the Trust shall become subject to the claims of any governmental agency for costs or benefits, fees or

charges.

The portion of the Trust Estate which, absent the provisions of this section "Disabled Beneficiaries," would have been the share of such incompetent or disabled person shall be retained in Trust for as long as that individual lives. All income from such share, not otherwise utilized for the purposes of This Trust share, shall be added to the principal thereof annually. While the Trustees hold Trust property available for the benefit of any Disabled Beneficiary, it is the intent of the Trustors, and they direct that the Trustee(s), in their sole and absolute discretion, provide life enrichment benefits for that Disabled Beneficiary which will not cause the loss of any Governmental benefit to which that beneficiary would otherwise be entitled. Such benefits may include: training to develop skills and abilities, transportation, educational support, tutoring, adaptive vocational skills training, home and residential adaptation assistance, and any other programs to provide "life enrichment" as may be permitted by law. Upon the death of this individual, the residual of this share shall be distributed as otherwise specified in the Trust.

If such individual recovers from incompetency or disability, and is no longer eligible for aid from any governmental agency, including costs or benefits, fees or charges, such individual shall be reinstated as a competent beneficiary after sixty (60) days from such recovery, and the allocation and distribution provisions as slated herein shall apply to that portion of the Trust Estate which is held by the Trustee subject to the foregoing provisions of this section.

Upon the death of a Disabled Beneficiary who otherwise would have been a Beneficiary of This Trust, any allocation of the Trust Estate held in Trust which would otherwise have inured to the benefit of said Disabled Beneficiary shall be distributed as otherwise provided per the provisions which allocate and distribute Trust assets.

Each share shall be distributed or retained in Trust as hereinafter provided.

Primary Beneficiaries

Unless otherwise herein provided, upon or after the death of the Surviving Trustor, the Primary beneficiary(ies) of this Trust are **David S. Gray; Vicki G. Copeland; and Hollis B. Rixman.**

Allocation of Trust Assets

Upon the death of the Surviving Trustor the Trustee shall allocate the balance of the Trust Estate as then constituted into equal separate shares to provide one (1) share each for **David S. Gray; Vicki G. Copeland; and Hollis B. Rixman**, the Primary Beneficiaries of the Trust

Estate.

Each share shall be held, managed and distributed as provided in the provision entitled **“Distribution of Trust Assets.”**

Thirty three and one-third percent (33 1/3) of the Trust Estate shall be allocated to **David S. Gray**. This share shall be held, managed and distributed as provided in the provision entitled **“Distribution of Trust Assets;”**

Thirty three and one-third percent (33 1/3) of the Trust Estate shall be allocated to **Vicki G. Copeland**. This share shall be held, managed and distributed as provided in the provision entitled **“Distribution of Trust Assets;”**

Thirty three and one-third percent (33 1/3) of the Trust Estate shall be allocated to **Hollis B. Rixman**. This share shall be held, managed and distributed as provided in the provision entitled **“Distribution of Trust Assets;”**

In the event **David S. Gray** dies before receiving **David S. Gray’s** entire share, **David S. Gray’s** share shall be reallocated in the following manner: the undistributed balance of **David S. Gray’s** share shall be allocated proportionately among the Trustors’ remaining Primary Beneficiaries, or to the survivor of them, and distributed as otherwise provided in this Trust Agreement.

In the event **Vicki G. Copeland** dies before receiving **Vicki G. Copeland’s** entire share, **Vicki G. Copeland’s** share shall be reallocated in the following manner: the undistributed balance of **Vicki G. Copeland’s** share shall be allocated proportionately among the Trustors’ remaining Primary Beneficiaries, or to the survivor of them, and distributed as otherwise provided in this Trust Agreement.

In the event **Hollis B. Rixman** dies before receiving **Hollis B. Rixman’s** entire share, **Hollis B. Rixman’s** share shall be reallocated in the following manner: the undistributed balance of **Hollis B. Rixman’s** share shall be allocated proportionately among the Trustors’ remaining Primary Beneficiaries, or to the survivor of them, and distributed as otherwise provided in this Trust Agreement.

Distribution of Trust Assets

Following the death of the Surviving Trustor, the Trustee shall distribute to **David S. Gray** according to the following schedule:

The Trustee shall distribute the share outright as soon as practicable.

Following the death of the Surviving Trustor, the Trustee shall distribute to **Vicki G. Copeland** according to the following schedule:

The Trustee shall distribute the share outright as soon as practicable.

Following the death of the Surviving Trustor, the Trustee shall distribute to **Hollis B. Rixman** according to the following schedule:

The Trustee shall distribute the share outright as soon as practicable.

Per Stirpes

After division into shares, pursuant to the allocation and distribution directions set forth in This Trust, if a Primary Beneficiary or the issue of a deceased Primary Beneficiary predeceases complete distribution of his or her share, and there is no other direction for allocation and distribution, then the undistributed balance of such share shall be allocated and distributed as hereinafter provided. Any share allocated to the issue of a deceased Primary Beneficiary shall be distributed by right of representation in the following manner: when such an heir (issue of a deceased Primary Beneficiary) attains the age of twenty-five (25) years, the Trustee shall distribute to such beneficiary one-third ($1/3$) of the principal and accumulated income of that beneficiary's share as then constituted; and when such an heir (issue of a deceased Primary Beneficiary) attains the age of thirty (30) years, the Trustee shall distribute to such beneficiary one-half ($1/2$) of the principal and accumulated income of that beneficiary's share as then constituted; and when an heir (issue of a deceased Primary Beneficiary) attains the age of thirty-five (35) years, the Trustee shall distribute to such beneficiary the undistributed balance of his or her share. If an heir (issue of a deceased Primary Beneficiary) has already attained age twenty-five (25), or age thirty (30), or age thirty-five (35) at the time This Trust is divided into shares, the Trustee shall, upon making the division, distribute to such beneficiary one-third ($1/3$), two-thirds ($2/3$), or all of that beneficiary's share, respectively. If no provision has been made for allocation of trust assets and distribution of trust assets for the disposition of a trust share in the event such trust share cannot be distributed to the designated beneficiary because the designated beneficiary predeceases distribution, or for any other reason, then the balance of such trust share shall be allocated to the issue of the designated beneficiary by right of representation and held, administered and distributed in accordance with the provisions of this section, "Per Stirpes."

Intestate Succession

If at the time of the death of the Surviving Trustor, or at any later time prior to final

distribution hereunder, all the issue of the Trustors are deceased and no other disposition of the property is directed by This Trust, then and in that event the then remaining property of This Trust shall be distributed to the heirs of the Trustors by the laws of intestate succession then in effect in the state where the Trustors resided at the Trustors' death, except that no amounts shall be allocated or distributed to the parents, brothers and/or sisters, aunts and/or uncles of the Trustors.

Charity

If no such heirs are extant, then the Trustee is directed to distribute the property to qualified non-profit charitable organizations identified in Schedule B. If no such charity is identified in Schedule B, the Trustee shall select appropriate non-profit charitable organizations for distribution of the Trust Estate. Any distributions to a charity, whether by specific allocation or in Schedule B as determined in this provision, shall be made at the discretion of the trustee after having pursued good faith and due diligence to value the estate. If the charity refuses to accept this appraisal, an alternate charity shall receive the specified distribution.

The Trustee is directed to charge the payment of any estate and gift taxes against that portion of the Trust Estate that does not qualify for the charitable or marital deduction as defined in the Internal Revenue Code. If any gift to charity results in excess estate and gift taxation due to a so-called "tax spiral," the gift to charity shall be void.

Property Exposed to Environmental Hazards

The Trustors are not aware of any environmental harm existing on any property now owned by the Trustee(s) on behalf of This Trust. Any property in the Trust Estate determined by the Trustee to be subject to CERCLA (Comprehensive Environmental Response Compensation and Liability Act) liability in an amount which exceeds the fair market value of the property as finally determined in the deceased Trustor's final tax return shall be irrevocably devised to the government of the United States of America as an absolute and unrestricted charitable gift.

THE TAX ACT RECONCILIATION

This Trust is intended to comply with the Economic Growth and Tax Reconciliation Act of 2001, (hereinafter the "Act"), as said Act applies to estate and gift taxation, the generation skipping tax and stepped-up valuation rules. This Trust is intended to comply with the Act as it currently exists beginning January 1, 2002 and as it is intended to evolve between the years 2002 through 2011. It is the specific intent and purpose of the Settlor(s) and Trustor(s) upon adopting This Trust that This Trust will adjust to any changes created by the United States Congress, (hereinafter "Congress"), that will affect the Act as it was originally created. If the Act is in any way changed, altered, modified or deleted by Congress or the Internal Revenue Service, it is the intent of the Settlor(s) and the Trustor(s) that this alteration to the Trust shall apply, so long as such alteration is in the best interest of the Trustor(s) and the Trustee(s).

Estate Tax

Prior to the effective date of the Act each decedent is qualified for a **Federal Estate Tax Exemption**. As of January 1, 2002, and thereafter, each decedent will qualify for **Federal Estate Tax Unified Credit Exclusion**. Whether Congress or the Internal Revenue Service thereafter changes the form or substantive effect of the exemption or exclusion, it is the intent of the Trustor(s) and Settlor(s) that the estate of any decedent under This Trust be eligible for and fully utilize the most beneficial, liberal and appropriate tax reduction available to the decedent or to the decedent's estate at the time of the death of a decedent. The Act is designed to repeal the federal estate tax on December 31, 2010, and This Trust is hereby designed to comply with such repeal. But if, in the interim, the Act is altered, changed, modified or revoked, it is the intent of the Trustor(s) and Settlor(s) that This Trust take the most favorable advantage of the law as it may be altered, amended or created at that time.

Estate Tax Rate

The Act specifically provides that to comply with the Congressional Budget Act of 1974, all of the foregoing changes, including both the income tax changes and the repeal of the estate tax, will NOT apply after December 31, 2010. The Act further provides that all of these new provisions are (technically) only temporary, and will expire after December 31, 2010 unless Congress reenacts them.

It is the intent of This Trust to utilize the most beneficial tax provision(s) contained in the Act for the benefit of any decedent hereunder. Furthermore, if the Congress or the Internal

Revenue Service amends, changes, modifies or revokes the Act, it is the intent of the Trustor(s) and Settlor(s) that This Trust be liberally interpreted to take the most favorable advantage of the Act for the estate of any decedent hereunder as the Act is or may be amended, changed, modified or revoked.

Gift Tax

The Trustee(s) is authorized to make such lifetime gifts, as the Trustee deems appropriate, particularly as it applies to the Act, or any subsequent Trust thereof.

The federal Gift Tax is not repealed. It is important to the Trustor(s) and Settlor(s) that the Trustee(s) takes into consideration that the lifetime federal Gift Tax rate will be raised to 55% in the year 2011 unless Congress acts in the interim. It is equally possible that Congress will reduce these Gift Tax rates before 2011. The Trustor(s) and Settlor(s) therefore direct the Trustee(s) to be aware of the current law, any imminent change in the law and any proposed change in the law and take any and all actions which are or which may be appropriate to minimize the tax impact.

The Trustee is specifically authorized and directed under This Trust to use the new Gift Tax rates wherever and whenever appropriate to minimize the federal and state tax impact upon the estate of any decedent hereunder.

Generation-Skipping Transfer Tax Rules as Modified by the Economic Growth and Tax Relief Act of 2001

The Act has made significant modifications to the Generation-Skipping Transfer Tax Rules.

Under the Act **Indirect Skips** - have been corrected. Thus, if a child is a beneficiary and has named his or her children as the contingent beneficiary, and the child dies before receiving distribution from the parent's estate, his or her child or children (grandchildren), if named as contingent beneficiaries, are now entitled to step into his or her place and receive their share without such share being considered an inadvertent generation skip. This is a new and important beneficial change in the tax law. The Trustee is to take note of this change and make such inadvertent generation skips without accessing or paying the previous onerous fifty-five percent tax - on top of the federal estate tax. The Act further provides for retroactive allocation of the generation-skipping transfer tax exemption when there is an unnatural order of death.

Severing of trusts holding property having an inclusion ratio of greater than zero.

The new Act provides for the severing of trusts holding property having an inclusion ratio of greater than zero. This gives the Trustee(s) of This Trust greater flexibility in allocating appropriate property to GST shares, and enables the Trustee to select those assets that have the greatest potential for future growth.

Modification of certain valuation rules. The new Act provides, in connection with timely and automatic allocations of generation-skipping transfer tax exemptions, that the value of the property for purposes of determining the inclusion ratio shall be its finally determined gift tax value or its estate tax value depending on the circumstances of the transfer. In the case of a generation-skipping transfer tax exemption allocation deemed to be made at the conclusion of an estate tax inclusion period, under the express terms of This Trust the value for determining the inclusion ratio shall be its value at that time.

Substantial Compliance. The new Act provides that substantial compliance with the statutory and regulatory requirements for allocating GST exemption will suffice to establish that the GST exemption was allocated to a particular transfer or to a particular trust and that if the Trustee(s) demonstrates substantial compliance, then so much of the transferor's unused GST exemption will be allocated to the extent it produces the lowest possible inclusion ratio. In determining whether there has been substantial compliance as aforesaid, all relevant Circumstances will be considered including evidence of intent contained in the language of This Trust.

Repeal of the Generation Skipping Tax. Under the express terms of the Act the Generation Skipping Tax is scheduled to be repealed in 2010.

Changes, alterations, modifications, revocations or revisions. Recognizing that the Act can be changed, amended, altered, modified, revoked or rescinded at the will and whim of Congress, the Trustee(s) is directed to take the most appropriate and timely steps to maximize and achieve the greatest tax advantage for the Settlers, for the Beneficiaries and Contingent Beneficiaries and for the estate of any decedent hereunder.

Stepped-up Valuation

Under the terms of the Act stepped-up valuation for any decedent's assets in Separate Property States and full stepped-up valuation for any decedent's estate and all Community Property in Community Property states continues to receive full stepped-valuation in its present

form until the Estate and Generation Skipping Taxes are repealed in 2010. Thus in 2010, a new set of tax concepts enters the picture.

Beginning in 2010, the new Act allows an executor of a decedent's estate to increase or step-up the basis of assets owned by the decedent and acquired by the beneficiaries at death, up to an aggregate of **\$1.3 million**. In contrast, the basis of the property transferred to the surviving spouse can attain a stepped-up basis for **\$3 million**. All assets in excess of these amounts will retain their cost basis.

A decedent's **\$1.3 million** will be increased by the amount of unused capital losses, net operating losses, and certain built-in losses of the decedent.

Only certain property will be eligible for the basis increase. The following types of property transfers will be ineligible for the basis increase: property acquired by a decedent by gift from a non-spouse less than three years before death; property that constitutes a right to receive income in respect of a decedent; and, stock in foreign investment and personal holding companies.

Nonresidents who are not U.S. citizens. Under the terms of the Act nonresidents who are not U.S. Citizens will be allowed to increase the basis of property by up to \$60,000 beginning in 2010.

Inflationary Adjustments. The Act specifically provides that these new basis rules: \$1.3 million for the decedent's assets; \$3 million for the survivor's; and \$60,000 for the nonresidents who are not U.S. Citizens; will be adjusted for inflation beginning in 2011.

Trustee Authority. The Trustee(s) hereunder is authorized and directed to take these differing initial stepped-valuations of \$1.3 million for the decedent and \$3 million for the survivor and alter or adjust the allocations to each trust created hereunder so as to realize the greatest tax benefit without harming the beneficiaries or contingent beneficiaries. Regardless of the allocations made to the various trusts created hereunder, the final estate tax computations (assuming there is still an estate tax) will be allocated proportionately between trusts.

Changes, alterations, modifications, revocations or rescissions. Recognizing that the Act can be changed, altered, amended, modified, revoked or rescinded at the will and whim of Congress, the Trustee(s) hereunder is directed to take the most appropriate steps at that time to achieve the maximize and greatest tax advantage for the Settlers, for the Beneficiaries and Contingent Beneficiaries and for the estate of any decedent hereunder.

State Death Tax Credit Will be reduced

Under the terms of the Act the State Death Tax Credit will be substantially reduced over the years 2002, 2003, and 2004, and as now scheduled, will be repealed in 2005. Since most states have depended upon this revenue in what was called a Pickup Tax, the Trustee(s) hereunder must anticipate and be prepared to factor in to their calculations a substantial increase in the State Inheritance Tax. Appropriate steps should be taken by the Trustee to anticipate this increased State Inheritance Tax. The creation and funding of an Irrevocable Insurance Trust is one consideration for the Trustee(s). The impact will be that many states will reenact inheritance taxes.

GENERAL PROVISIONS

The following general provisions apply to the entire Trust Agreement.

Intention to Avoid Probate

It is the intention of the Trustors to avoid probate through the use of This Trust Agreement. If, however, the Trustee of This Trust and the Executor or Personal Representative of the estate of either or both Trustors shall mutually determine that it shall be in the best interests of the Beneficiaries of the Trust, and the beneficial interests of the Beneficiaries shall not thereby be altered, the Trustee may subject any asset to probate to accomplish a result unavailable without probate (e.g. to bar future creditor claims).

Annual Accounting

Any non-Trustor Successor Trustee shall render an annual accounting to the Beneficiary or Beneficiaries of the Trust not more than one hundred twenty (120) days following the close of the fiscal year of the Trust.

Partial Invalidity

If any provision of this Agreement is void, invalid or unenforceable, the remaining provisions shall nevertheless be valid and carried into effect.

Headings

The headings of this Agreement are for convenience only and are not a part of the text.

Counterparts

This Agreement may be executed in any number of counterparts and each shall constitute an original of one and the same instrument.

Spendthrift Provisions

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

If any Beneficiary entitled to outright distribution of a Trust or a portion of the Trust is subject to any type of actual, proposed or threatened creditor collection or attachment action, as such creditor situation is determined in the sole and absolute discretion of the Trustee, then the

Trustee shall hold and administer that Beneficiary's portion of the Trust Estate for his or her benefit. Income of the property retained in Trust shall be added to principal, and the Trustee may pay to or apply for the benefit of the Beneficiary as much of the Beneficiary's Trust as the Trustee in the Trustee's sole and absolute discretion considers necessary for the Beneficiary's property health care, education, support and maintenance. When the Trustee, in his or her sole and absolute discretion, decides that such creditor action is no longer sufficient to warrant the retention of such Beneficiary's portion of the Trust Estate in Trust, then the Trustee shall distribute to the Beneficiary all property retained in Trust for his or her benefit. If a Beneficiary dies before all of his or her portion of the Trust Estate has been distributed to them, the Trustee shall distribute all property retained in Trust to the contingent beneficiaries as listed in the Trust Agreement.

Last Illness and Funeral Expense

On the death of any person entitled to income or support from any Trust hereunder, the Trustee shall be authorized to pay the funeral expenses and the expenses of the last illness of such person from the corpus of the Trust from which such person was entitled to income or support.

GLOSSARY OF TERMS

The Glossary of Terms covers four basic categories: Trustee, Child or Children, Internal Revenue Code Terminology and Commonly Owned Property.

Trustee

Whenever the word "Trustee" or any modifying or substituted pronoun therefore is used in This Trust, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Trustee named herein and to any successor or substitute Trustee acting hereunder, and such successor or substitute Trustee shall possess all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

Child or Children

For the purposes of This Trust, "children" means the lawful blood descendants in the first degree of either or both Trustors; and "issue" and "descendants" mean the lawful blood descendants in any degree of the ancestor designated; provided, however, that if a person has been adopted while a minor, that person shall be considered a child of such adopting parent and such adopted child and their issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents. The terms "child," "children," "issue," "descendant" and "descendants" or those terms preceded by the terms "living" or "then living" shall include the lawful blood descendant in the first degree of either or both Trustors even though such descendant is born after the death of a Trustor.

Internal Revenue Code Terminology

As used herein, the words "gross estate," "adjusted gross estate," "taxable estate," "unified credit," "state death tax credit," "unlimited marital deduction," "marital deduction," "qualified terminable interest," "qualified terminable interest property," and any other word or words which form the context in which it or they are used referring to the Internal Revenue Code shall be assigned the same meaning as such words have for the purposes of applying the Internal Revenue Code to a deceased Trustor's estate. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of such Trustor's death.

Commonly Owned Property

As used herein, the words “commonly owned property” refer to all property of the Trustors which is held by either or both of them together with each other or together with others, but as a part of the property of This Trust. Such property may be held using any designation permitted under the laws of the jurisdiction where the property is located. Such property shall include property held by the Trustors as Trustees, or as husband and wife under the laws of the jurisdiction where the property is located, any other legal situs of This Trust, or where the Trustors reside.

CREATION AND DISSOLUTION OF TRUST

The Trust is created in the State of Alabama; however, it is intended to be effective in all states and foreign jurisdictions where it owns property of any kind or value.

Situs of Trust

The situs of the Trust Estate may be transferred from Alabama to such other jurisdiction within the United States as the majority of the income Beneficiaries may designate only with the approval of the Trustee. While the situs of the Trust is in Alabama, Alabama law will govern the Trust provisions.

Recordation of Trust Provisions

This Trust Agreement, as executed by the Trustors, and acting in their capacities as Trustors and Trustees, shall not as a matter of course be recorded as a public document.

Termination of Trust

Notwithstanding anything herein to the contrary, the trusts created hereunder shall terminate not later than twenty-one (21) years after the death of the last survivor of the last of the Trustors to die and any other Beneficiary or Beneficiaries named or defined in This Trust and living or conceived on the date of death of the last of the Trustors to die. Upon termination by operation of this paragraph or by law due to the rule against perpetuities as applied by any court of competent jurisdiction, the Trustee shall distribute each remaining trust hereunder to the beneficiary or beneficiaries of the current income thereof; and if there is more than one beneficiary, in the proportion in which they are beneficiaries; or if no proportion is designated, in equal shares to such beneficiaries.

Agreement Between Parties

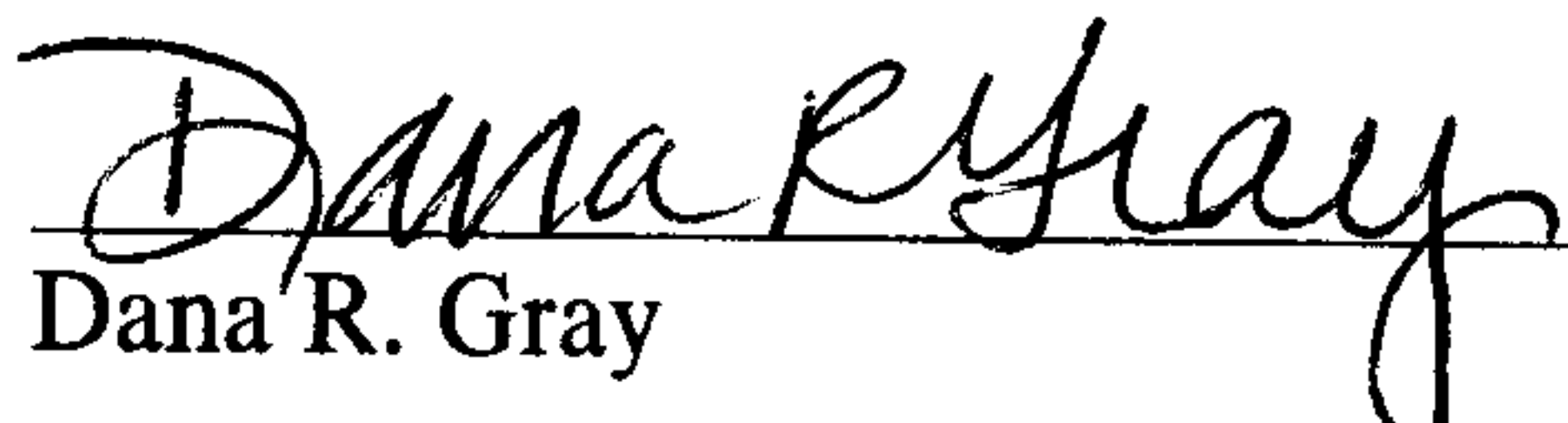
This is to witness that I, S. Mark Gray and I, Dana R. Gray, have read the provisions of This Trust and understand the provisions therein, and it is our intent to enter into This Trust as husband and wife, contracting with each other regarding our commonly owned, separate and community property.

IN WITNESS WHEREOF, the provisions of this Declaration of Trust shall bind S. Mark Gray and Dana R. Gray as Trustors, and S. Mark Gray and/or Dana R. Gray as Trustees; Successor Trustees assuming the role of Trustee hereunder, and the Beneficiaries of This Trust as well as their successors and assigns.


Dated this 22nd day of October, 2003, at Birmingham, Alabama.


TRUSTORS:


S. Mark Gray


Dana R. Gray

TRUSTEES:


S. Mark Gray


Dana R. Gray

STATEMENT OF WITNESSES

I declare under penalty of perjury under the laws of this state that the person(s) who signed or acknowledged this Document is personally known to me (or proved to me on the basis of convincing evidence) to be the person(s) who signed or acknowledged this document in my presence, and that the person(s) appear(s) to be of sound mind and under no duress, fraud or undue influence.

Witness

Charlotta Robinson

9609 Parkway East, Suite E
Birmingham, Alabama 35215

Date: October 22, 2003

Witness

Diana Oliver

9609 Parkway East, Suite E
Birmingham, Alabama 35215

Date: October 22, 2003

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ALABAMA

)

) ss.

COUNTY OF JEFFERSON

)

On this 22nd day of October, 2003, before me, DEBORAH M. DAVIS, (here insert name of notary) a Notary Public, personally appeared S. Mark Gray and Dana R. Gray, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Deborah M. Davis (Seal)

My Commission Expires: 12/9/04



20070612000275820 57/80 \$248.00
Shelby Cnty Judge of Probate, AL
06/12/2007 03:23:10PM FILED/CERT

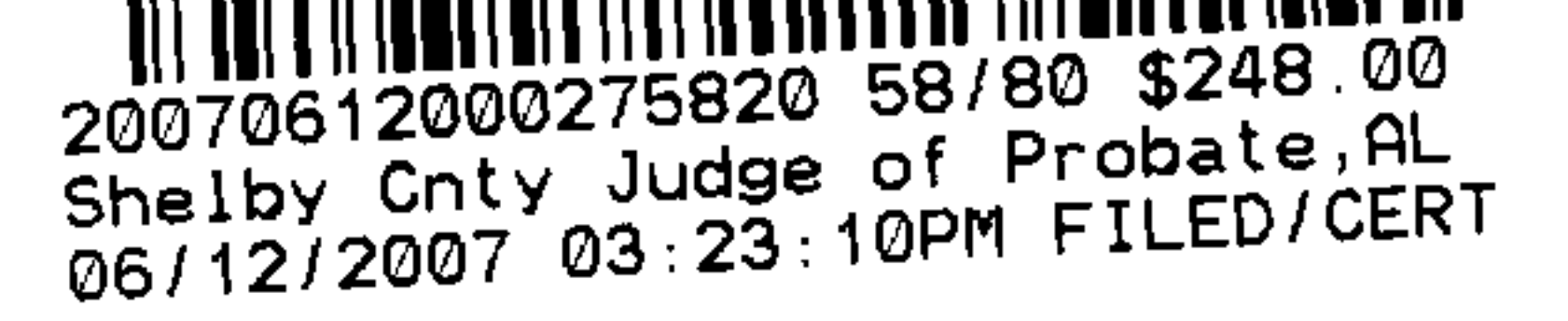
SCHEDULE A

GIFTS AND LOANS

[illegible]

G – Gift
L – Loan

***Source:** List the portion of the Trust Estate reduced by the Gift or Loan. For example: If the loan was from male client's share of the Trust Estate, the source would be male's name.



SCHEDULE B
CHARITABLE DISTRIBUTIONS

[illegible]

The percentage of charitable contributions should be expressed as a percent of your total gifts to all charities, regardless of what portion of your estate such total may represent. For example: If you wanted to gift equally to the American Heart Association and the American Cancer Society, you would show –

“American Heart Association 50%”

“American Cancer Society 50%”

*Source: List the portion of the Trust Estate reduced by the Gift. For example: If the gift was from male client's share of the Trust Estate, the source would be the male's name.

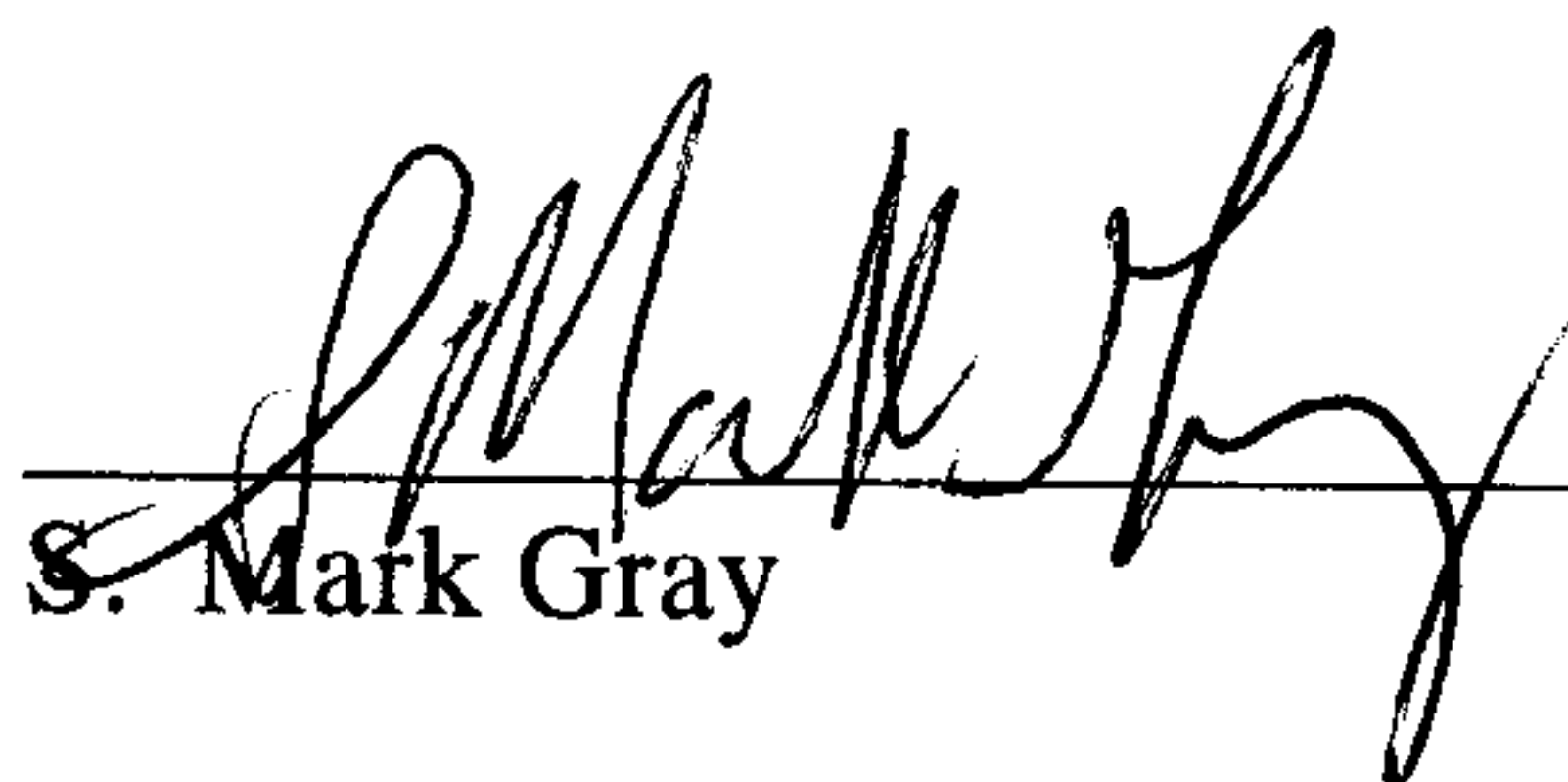
Mr. and Mrs. S. Mark Gray
2005 Country Ridge Cir
Birmingham, Alabama 35243

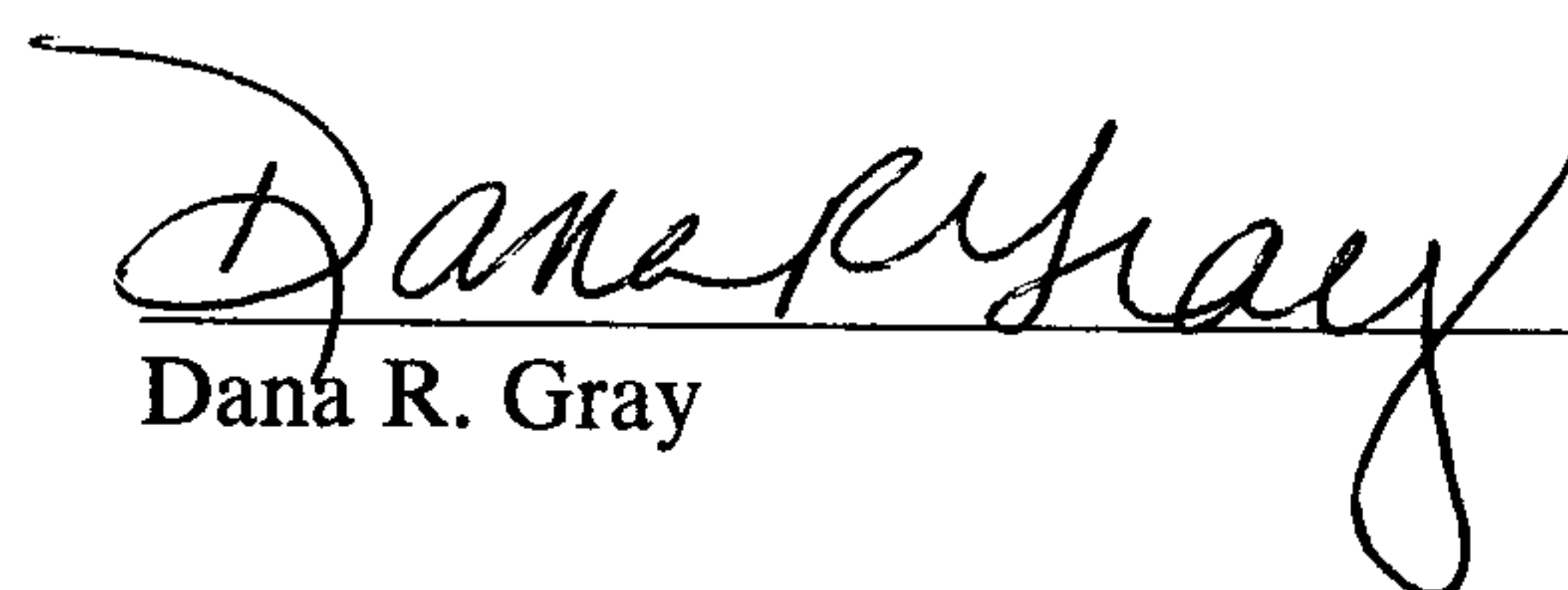
LETTER OF INTENT and DECLARATION OF GIFT

As part of our estate plan, we have established a Revocable Living Trust. We have transferred property into the Trust and in the future we will take property out and put it into the Trust as we desire. It is our intent that all property held in the Trust be our commonly owned or community property, subject to the laws governing joint ownership. In confirmation of this intent, we make the following declaration:

1. All property held by the undersigned in the Trust known as: **The S. Mark Gray Family Trust, dated 22, 2003, S. Mark Gray and Dana R. Gray, Trustors and/or Trustees** is the commonly owned or community property of the said Trustors unless otherwise designated by writing in the Trust documents, or in the manner in which title is held in the Trust.
2. All property which is the separate property of either Trustor has been and will be so designated in writing and signed by the Trustors.
3. Any property in the said Trust which had its origin as separate property, or which cannot be traced as to its origin, is the commonly owned or community property of the Trustors. If any question should arise, it is the intent of each of the Trustors to gift, in consideration of their mutual love and affection, so much of any disputed property to the other as is necessary to create joint ownership in both Trustors. This gift is intended and made as and when any asset is placed into the Trust.

IN WITNESS WHEREOF, the parties have hereto executed this Letter of Intent and Declaration of Gift this 22nd day of October, 2003.


S. Mark Gray


Dana R. Gray

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ALABAMA

)

) ss.

COUNTY OF JEFFERSON

)

On this 22nd day of October, 2003, before me, DEBORAH M. DAVIS, (here insert name of notary) a Notary Public, personally appeared S. Mark Gray and Dana R. Gray, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Deborah M. Davis (Seal)

My Commission Expires: 12/9/04

ADDENDUM TO
THE TAX ACT RECONCILIATION AMENDMENT
ALTERNATIVE STATE B TRUST

FIRST

The Trustor(s) direct that the Sections of the Trust entitled “**DEATH OF TRUSTOR,**” “**SURVIVOR’S TRUST A,**” and “**DECEDENT’S TRUST B**” be deleted in their entirety (excepting those provisions, if any, that are specific to the Generation Skipping Transfer Tax Trust), and that new Sections entitled “**DEATH OF FIRST TRUSTOR,**” “**SURVIVING TRUSTOR’S REVOCABLE TRUST A,**” “**DECEDENT TRUSTOR’S IRREVOCABLE FEDERAL TRUST B**” and “**DECEDENT TRUSTOR’S IRREVOCABLE STATE TRUST B**” be substituted therefore to read as follows:

DEATH OF THE FIRST TRUSTOR

Division of the Trust Estate into Three (3) Separate Trusts

Upon the death of the first Trustor the Surviving Trustor who is a Trustee shall divide and allocate the Trust Estate into three (3) separate shares as described below. This division shall include any property that may be added from the deceased Trustor’s general estate. One share shall be designated as Revocable Survivor’s Trust A, one share shall be designated as the Irrevocable Decedent’s Federal Trust B and one share shall be designated as the Irrevocable Decedent’s State Trust B.

Federal and State Taxes and the Unlimited Marital Deduction

The division and allocation into three (3) separate shares, as aforesaid, shall be done for the purpose of minimizing or altogether eliminating Federal and state taxes that otherwise would be exacted because of the death of the first Trustor.

The term “unlimited marital deduction” as used herein shall not be construed as a direction by the deceased Trustor(s) to exercise any particular election respecting the deduction of estate administration expenses, the determination of the estate tax valuation date, or any other tax election which may be available under any tax laws. The term “unlimited marital deduction” rather, is to be at all times construed to indicate the Trustors’ joint desire that the Trustee(s) of this Trust minimize any tax that might be levied on the event of the first Trustor to die.

Furthermore, the term "unlimited marital deduction" as used in this Trust is meant at all times to express the direction, wish and desire of the Trustors that the Trustee(s) administer the entire Trust Estate and the assets herein in a flexible and prudent manner so as to achieve the largest allowable Federal and state income, gift, estate, and inheritance tax deductions available under the Federal, state, and local laws in force and applicable at the situs of this Trust whenever such taxes shall become due and payable.

Selection, Valuation and Control of Assets That Shall Compose the Corpus of Each of the Three Trusts

The Trustee shall have the sole and absolute authority and discretion to select the assets or the proportionate share of any assets that shall be included in the Revocable Survivor's Trust A, in the Irrevocable Decedent's Federal Trust B and in the Irrevocable Decedent's State Trust B.

The Trustee shall value any asset selected to be included in the Revocable Survivor's Trust A, in the Irrevocable Decedent's Federal Trust B and in the Irrevocable Decedent's State Trust B at the value of such asset at the date of its division and allocation to one or more of the three heretofore named trusts.

The Surviving Trustor may, at any time by written notice, require the Trustee of either the Revocable Survivor's Trust A, and/or the Irrevocable Decedent's Federal Trust B to make any nonproductive property therein productive or to convert productive property to nonproductive property, each within a reasonable time.

The Surviving Trustor may further require the Trustee of either of the Revocable Survivor's Trust A and/or Irrevocable Decedent's Federal Trust B to invest part, or all, of the assets therein for the purpose of maximizing income rather than growth, or growth rather than income.

Disclaimer of Interest

The Surviving Trustor may disclaim his or her interest in any asset, or portion thereof, which passes from the decedent to the Surviving Trustor which is included in the Trust Estate, or any share created by this Trust and otherwise passing to the Surviving Trustor. Such disclaimer shall be in writing, in such form as may be prescribed by law and the rules and regulations of the Internal Revenue Service and the state that is the situs of this Trust for qualified disclaimers. The Surviving Trustor may also disclaim his or her right to income, the right to invade principal (whether by ascertainable standard or otherwise), the right to appoint the residual by amendment

to this Trust or by testamentary instrument, and any other right or rights, interest and/or portions thereof.

In making the election to disclaim any interest in property, the Surviving Trustor may choose that property to be disclaimed, and such interest or interests therein as he or she may deem prudent. If a disclaimer extends to the Surviving Trustor's entire interest in an asset such asset shall be held, managed, allocated and distributed according to the terms hereof which obtain upon the death of the Surviving Trustor, as if such death had occurred.

If the Surviving Trustor disclaims a partial interest as aforesaid, such partial disclaimer shall act as an amendment to this Trust, and the Trustee shall abide by the terms, provisions and limitations of such disclaimer. Although a trust or trusts created may be irrevocable, the Trustee is hereby expressly given the authority to amend said irrevocable trust(s) from time to time as may be necessary at any time so that said trust(s) at all times possess and retain all options that may be available to allow the Surviving Trustor to make a qualified disclaimer and thereby reduce any taxes that may otherwise be assessed.

Any Trust assets that may be disclaimed by the Surviving Trustor shall be first added to the Decedent's State Trust B to the extent that such Trust has not been fully funded as set forth below. To the extent that Decedent's State Trust B has been fully funded, any disclaimed assets shall be added to Decedent's Federal Trust B, and administered as set forth below.

Notwithstanding anything in this Trust to the contrary, in the event of the disclaimer of any property by either Trustor, a power of appointment that could be exercised so as to compromise, prejudice or render void an otherwise qualified disclaimer shall be cancelled and held for naught.

The Creation and Funding of the Revocable Survivor's Trust A

The Revocable Survivor's Trust A shall consist of the Surviving Trustor's interest in the property of the Trust Estate owned jointly or as tenants by the entirety, property owned as tenants in common, community property, quasi-community property and all property included in the Trust Estate as the separate property of the Surviving Trustor. Upon division into shares at the death of a Trustor as aforesaid, the Revocable Survivor's Trust A shall be and shall remain revocable by the Surviving Trustor during his or her lifetime. However, upon the death of the Surviving Trustor this Revocable Survivor's Trust A shall become irrevocable and unamendable.

Any property not allocated by the Trustee to the Irrevocable Decedent's Federal Trust B or to the Irrevocable Decedent's State Trust B herein or allocated and directed to be distributed

upon the death of the first of the Trustors to die by the Special Bequests provisions of this Trust, shall be allocated by the Trustee to the Revocable Survivor's Trust A.

The Creation and Funding of the Irrevocable Federal and State Decedent's Trusts B

The assets that shall be allocated by the Trustee to the Decedent's Irrevocable Federal and State Trusts B shall consist of the Decedent Trustor's interest in the property of the Trust Estate owned jointly or as tenants by the entirety, property owned as tenants in common, community property, quasi-community property and all property included in the Trust Estate as the separate property of the Decedent Trustor. Upon division into shares at the death of a Trustor, the Irrevocable Decedent's Federal and State Trusts B each shall be and shall remain irrevocable and unamendable and the assets therein shall be held, administered and distributed only as provided herein.

Assets Allocated to the Irrevocable Decedent's State Trust B

Taking into account any assets already assigned to and held by the Irrevocable Decedent's State Trust B, including any assets disclaimed by the Surviving Trustor and any assets passing outside of the terms of this Trust, an amount equal to the value which would not be subject to being taxed pursuant to estate, inheritance or income tax statutes, shall be placed in the Irrevocable Decedent's State Trust B and shall be administered under the terms of State Trust B as hereinafter set forth.

The assets allocated to the Irrevocable Decedent's State Trust B may include amounts held by the Decedent Trustor in his or her IRA or any other qualified retirement plans of the Decedent Trustor, that are payable to this Trust, whether because of disclaimer or otherwise. Although State Trust B herein shall be irrevocable, and the Surviving Trustor shall be the irrevocable lifetime beneficiary thereof, the Successor Trustee(s) is hereby expressly given the authority to amend State Trust B from time to time as may be necessary at any time so that it at all times possesses and retains all options that may be available to reduce any taxes that may be assessed against the principal or income distributions that may be made to the beneficiaries of said State Trust B.

Assets Allocated to the Irrevocable Decedent's Federal Trust B

Taking into account any assets already assigned to and held under by the Irrevocable Decedent's State Trust B, including any assets disclaimed by the Surviving Trustor, and any assets passing outside of the terms of this Trust, the Irrevocable Decedent's Federal Trust B shall

be funded with an amount, if any, equal to the decedent's remaining exemption equivalent available by reason of the tax credit available under Internal Revenue Code § 2010 or any successor or modified version of that Section, reduced by any such credit applied to lifetime transfers, and further reduced by the amount previously assigned to Decedent's State Trust B. Said amount shall be placed by the Trustee in the Irrevocable Decedent's Federal Trust B and be administered under the terms of Federal Trust B as hereinafter set forth.

The assets allocated to the Irrevocable Decedent's Federal Trust B may include amounts held by the Decedent Trustor in his or her IRA or any other qualified retirement plans of the Decedent Trustor, and which are payable to said Federal Trust B whether by disclaimer or otherwise. Although Federal Trust B herein shall be irrevocable, and the Surviving Trustor shall be the irrevocable lifetime beneficiary thereof, the Successor Trustee(s) is hereby expressly given the authority to amend Federal Trust B from time to time as may be necessary at any time so that it at all times possesses and retains all options that may be available to reduce any taxes that may be assessed against the principal or income of said Federal Trust B and to reduce any taxes that may be assessed against any distributions that may be made to the beneficiaries of said Federal Trust B.

Simultaneous Deaths and Trust A, Federal Trust B, and State Trust B

If both Trustors should die under circumstances which would render it doubtful as to which Trustor died first, one-half of the commonly owned and/or community assets and all of one Trustor's separate property shall be allocated and transferred to Trust A, and the other half of the commonly owned and/or community assets and all of the second Trustor's separate property shall be allocated and transferred to Trust to Federal Trust B and State Trust B so as to comply with the wishes expressed by the Trustors as set out in this Trust.

If any Beneficiary of this Trust and the Surviving Trustor should die under such circumstances as would make it doubtful whether the Beneficiary or the Surviving Trustor died first, it shall be conclusively presumed for the purposes of this Trust that the Beneficiary predeceased the Surviving Trustor.

SURVIVING TRUSTOR'S REVOCABLE TRUST A

Right to Income

Commencing with the date of the first Trustor's death, the Trustee shall pay to or apply for the benefit of the Surviving Trustor during his or her lifetime all the net income from Trust A in convenient installments but no less frequently than quarterly.

Right to Principal

In addition to the income, the Trustee may pay to or apply for the benefit of the Surviving Trustor such sums from the principal of Trust A as in the Trustee's sole discretion shall be necessary or advisable from time to time for the medical care, education, maintenance or support of the Surviving Trustor, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Surviving Trustor known to the Trustee.

Right to Withdraw Principal

The Surviving Trustor may, at any time during his or her lifetime and from time to time, withdraw all or any part of the principal of Trust A, free of Trust A, by delivering to the Trustee an instrument in writing, duly signed by the Surviving Trustor, describing the property or portion thereof desired to be withdrawn. This formality shall be dispensed with if the Surviving Trustor and the Trustee are one and the same person. Upon receipt of such instrument, the Trustee shall thereupon convey and deliver to the Surviving Trustor, free of Trust, the property described in such instrument.

Control of Assets

The Surviving Trustor may, at any time by written notice, require the Trustee either to make any nonproductive property of this Trust productive or to convert productive property to nonproductive property. The Surviving Trustor may further require the Trustee to invest part, or all, of the assets in this Trust A for the purpose of maximizing income rather than growth, or growth rather than income.

Right to Change Beneficiary

The Surviving Trustor retains the right to change the residuary beneficiaries of Survivor's Trust A.

Distribution of Residual of Trust A

After the death of the surviving Trustor, Trust A shall become irrevocable and unamendable and the balance of the principal of this Trust A together with any undistributed

income shall be held, managed and distributed in accordance with the provisions found in "ALLOCATION AND DISTRIBUTION OF TRUST ASSETS" herein as constituted on the date of the last of the Trustors to die.

If the Surviving Trustor has made specific provisions for allocation and distributions of assets in this Trust A and if all or any part of such provisions cannot be complied with due to the death of a specified beneficiary, or if for any reason a specified distribution cannot be made as directed, then the provisions found in "PER STIRPES" herein shall govern such distribution.

DECEDENT'S IRREVOCABLE FEDERAL TRUST B

Payment of Income

Commencing with the date of first Trustor's death, the Trustee may pay to or apply for the benefit of the Surviving Trustor during his or her lifetime all the net income from Federal Trust B.

Payment of Principal

In addition to the aforesaid payments of income and discretionary payments of principal from this Federal Trust B, there shall be paid to the Surviving Trustor, during his or her lifetime, from the principal of this Federal Trust B, upon the Surviving Trustor's written request, during the last month of each fiscal year of this Federal Trust B an amount not to exceed during such fiscal year an amount not to exceed the sum of five thousand (\$5,000) dollars or five (5%) percent of the aggregate value of principal for such fiscal year, whichever is greater. This right of withdrawal is noncumulative, so that if the Surviving Trustor does not withdraw, during such fiscal year, the full amount to which he or she is entitled under this Paragraph, his or her right to withdraw the amount not withdrawn shall lapse at the end of that fiscal year. This right shall not apply to the principal or income associated with any property included in Federal Trust B because of the disclaimer of the Surviving Trustor.

Other Payments of Principal

Commencing with the date of the first Trustor's death the Trustee may pay to, or apply for the benefit of, the Surviving Trustor, during his or her lifetime, such additional sums from the principal of Federal Trust B as in the Trustee's sole discretion shall be necessary or advisable from time to time for the health, education, maintenance and support of the Surviving Trustor,

taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Surviving Trustor known to the Trustee.

Control of Assets

The Surviving Trustor may, at any time by written notice, require the Trustee either to make any nonproductive property of this Federal Trust B productive or to convert productive property to nonproductive property, each within a reasonable time. The Surviving Trustor may further require the Trustee to invest part, or all, of the assets of this Federal Trust B for the purpose of maximizing income rather than growth, or growth rather than income.

Qualified Terminable Interest

It is the intent of the Trustors that Federal Trust B shall meet the requirements for treatment as a qualified terminable interest under the provisions of I.R.C. Sections 2523(f)(2)(C) and 2056(b)(7)(B)(v). The Trustee (or Executor) of the first Trustor to die shall have the authority to elect to treat all or a fractional share of the assets in Federal Trust B as qualified terminable interest property. In addition, the Trustee (or Executor) of the first Trustor to die shall have the authority to make an election under any applicable state law to treat all or a fraction share of Federal Trust B Property (including a different fractional share than selected in any federal law election) as qualifying for any state law marital deduction.

The Trustee of Federal Trust B is also given the authority to amend this otherwise irrevocable and unamendable Trust to conform the terms to the applicable laws, rules and regulations, which are in effect now or at any time in the future, so as to secure for the property of Federal Trust B, treatment as qualified terminable interest property as defined in I.R.C. Sections 2523(f)(2)(C) and 2056(b)(7)(B)(v) or any subsequent provisions of the I.R.C., as interpreted by the rules and regulations, opinions and rulings of the Internal Revenue Service and applicable case law, insofar as it is legally possible to do so.

Distribution of Residual of Federal Trust B

Upon the death of the Surviving Trustor the balance of the principal and undistributed income of Federal Trust B shall be distributed in accordance with the provisions specified in the section of this Trust titled "ALLOCATION AND DISTRIBUTION OF TRUST ASSETS" as constituted and provided on the date of the death of the first of the Trustors to die.

DECEDENT'S IRREVOCABLE STATE TRUST B

Payment of Income and Principal

The Surviving Trustor shall have no rights to compel the distribution of the income or the principal of this Irrevocable State Trust B or any portion thereof. Rather the Trustee of this Irrevocable State Trust B may make distributions from this Trust of income and principal to or for the benefit of the Surviving Trustor as, in the discretion of the Trustee, considering all other sources of income or support available to the said Surviving Trustor, is necessary or proper, in the judgment of the Trustee, to provide the Surviving Trustor with an acceptable standard of living.

Distribution of Residual of State Trust B

Upon the death of the Surviving Trustor any undistributed income or principal remaining in this Irrevocable State Trust B, shall be distributed in accordance with the provisions specified in the section of this Trust titled "**ALLOCATION AND DISTRIBUTION OF TRUST ASSETS**" as constituted and provided on the date of the death of the first of the Trustors to die.

SECOND

Insofar as any other section(s), paragraph(s), sentence(s), phrase(s) or word(s) of our Trust conflict with the foregoing Amendment of Trust, the conflicting section(s), paragraph(s), sentence(s), and word(s) shall be interpreted so as to give precedence, preference, primacy and validity to, and so as to accommodate and incorporate the foregoing Amendment *in toto*, together with the intent of the Trustor(s) as expressed herein and therein, even if in so doing the conflicting section(s), paragraph(s), sentence(s), phrase(s) or word(s) are substantially modified or stricken in their entirety.

THIRD

Our Successor Trustee(s), primary beneficiary(ies) and any interested third parties are hereby specifically notified that this Amendment in no respect or respects whatsoever alters, amends, changes, modifies or affects any of the dispositive provisions of our Trust found in the Section of our Trust entitled "**ALLOCATION AND DISTRIBUTION OF TRUST ASSETS.**"

FOURTH

Furthermore, our Successor Trustee(s), primary beneficiary(ies) and any interested third parties are hereby notified that in no other respect or respects except as is specifically stated in this Amendment is our Trust in any manner altered, amended, changed or modified, and we do

hereby and herewith republish and redeclare our original Living Trust except as altered and changed by the provisions of this Amendment.

IN WITNESS WHEREOF, the provisions of this Amendment of Trust shall bind the Trustors and Trustees, Successor Trustees assuming the role of Trustee hereunder, and the Beneficiaries of this Trust as well as their successors and assigns.

Dated this 14th day of Jan, 2004, at Birmingham, Alabama.

TRUSTORS:

[Signature]

[Signature]

TRUSTEES:

[Signature]

[Signature]

STATEMENT OF WITNESSES

I declare under penalty of perjury under the laws of this state that the person(s) who signed or acknowledged this Document is personally known to me (or proved to me on the basis of convincing evidence) to be the person(s) who signed or acknowledged this document in my presence, and that the person(s) appear(s) to be of sound mind and under no duress, fraud or undue influence.

Witness

Brooke Robertson
715 Coupland Rd
Odenville, AL 35120
Date 1-14 2004

Witness

Minna M Gurley
7359 Thomas Hall Drive
Trussville, AL 35173
Date 1-14 2004

STATE OF ALABAMA)

) ss.

COUNTY OF JEFFERSON)

On January 14th, 2004, personally appeared before me, a notary public (or judge or other authorized person, as the case may be), A. Mark Gray and Dana R. Gray, personally known (or proved) to me to be the persons whose names are subscribed to the within instrument, who acknowledged that they executed the above instrument.

Leborah M. Davis
Notary Public

12/7/04
Date my commission expires

AMENDMENT TO THE S. MARK GRAY FAMILY TRUST

This is an amendment to **“The S. Mark Gray Family Trust, dated October 22, 2003, S. Mark Gray and Dana R. Gray, Trustors and/or Trustees,”** and as such, amends, and replaces the provisions of the original Trust insofar as they conflict with the terms hereof.

This Amendment is entered into by the undersigned S. Mark Gray and Dana R. Gray, as **“Settlor(s)” or “Trustor(s)”** in the original agreement, as **“Trustee(s),”** and lifetime **“Beneficiary(ies).”**

FIRST

This Trust is amended as follows, by adding the following:

THE TAX ACT RECONCILIATION

This Trust is amended to comply with the Economic Growth and Tax Reconciliation Act of 2001, (hereinafter the “Act”), as said Act applies to estate and gift taxation, the generation skipping tax and stepped-up valuation rules. This amendment is intended to comply with the Act as it currently exists beginning January 1, 2002 and as it is intended to evolve between the years 2002 through 2011. It is the specific intent and purpose of the Settlor(s) and Trustor(s) upon adopting this amendment that this amendment will adjust to any changes created by the United States Congress, (hereinafter “Congress), that will affect the Act as it was originally created. If the Act is in any way changed, altered, modified or deleted by Congress or the Internal Revenue Service, it is the intent of the Settlor(s) and the Trustor(s) that this amendment will alter the above-referenced Trust accordingly, so long as such alternation is in the best interest of the Trustor(s) and the Trustee(s).

ESTATE TAX

Prior to the effective date of the Act each decedent qualified for a Federal Estate Tax Exemption. As of January 1, 2002, and thereafter, each decedent will qualify for Federal Estate Tax Unified Credit Exclusion. Whether Congress or the Internal Revenue Service thereafter changes the form or substantive effect of the exemption or exclusion, it is the intent of the Trustor(s) and Settlor(s) that the estate of any decedent under this Trust be eligible for and fully utilize the most beneficial, liberal and appropriate tax reduction available to the decedent or

to the decedent's estate at the time of the death of a decedent. The Act is designed to repeal the federal estate tax on December 31, 2010, and this amendment is hereby designed to comply with such repeal. But if, in the interim, the Act is altered, changed, modified or revoked, it is the intent of the Trustor(s) and Settlor(s) that this Trust take the most favorable advantage of the law as it may be altered, amended or created at that time.

Estate Tax Rate

Commencing January 1, 2002, the federal estate tax exclusion rates are scheduled to be as follows:

Tax Brackets for Estate Taxes

<u>Year</u>	<u>Estate Value</u>	<u>Marginal Estate Tax Rate</u>
2002	\$ 1,000,000 to \$1,250,000	41%
	1,250,000 to 1,500,000	43%
	1,500,000 to 2,000,000	45%
	2,000,000 to 2,500,000	49%
	2,500,000 plus	50%
2003	\$1,000,000 to \$1,250,000	41%
	1,250,000 to 1,500,000	43%
	1,500,000 to 2,000,000	45%
	2,000,000 plus	49%
2004	\$1,500,000 to \$2,000,000	45%
	2,000,000 plus	48%
2005	\$1,500,000 to 2,000,000	45%
	2,000,000 plus	47%
2006	\$2,000,000 plus	46%
2007-10	\$2,000,000 plus	45%

Additionally, commencing January 1, 2002 the five percent surcharge above \$10,000,000 is eliminated.

Furthermore, the qualified family-owned business deduction is repealed beginning with the estate of decedents dying after December 31, 2003.

The Act specifically provides that to comply with the Congressional Budget Act of 1974, all of the foregoing changes, including both the income tax changes and the repeal of the estate tax, will NOT apply after December 31, 2010.

The Act further provides that all of these new provisions are (technically) only temporary, and will expire after December 31, 2010 unless Congress reenacts them.

It is the intent of this amendment to utilize the most beneficial tax provision(s) contained in the Act for the benefit of any decedent hereunder. Furthermore, if the Congress or the Internal Revenue Service amends, changes, modifies or revokes the Act, it is the intent of the Trustor(s) and Settlor(s) that this Trust be liberally interpreted to take the most favorable advantage of the Act for the estate of any decedent hereunder as the Act is or may be amended, changed, modified or revoked.

Gift Tax

The Trustee(s) is authorized to make such lifetime gifts, as the Trustee deems appropriate, particularly as it applies to the Act, or any subsequent amendment thereof.

Under the provisions of the Act, commencing January 1, 2002, the federal lifetime Gift Tax rates are as follows:

Gift Tax Exclusion and Top Rate of Taxation

<u>Year</u>	<u>Exclusion</u>	<u>Top Rate</u>
2002	\$1,000,000	50%
2003	\$1,000,000	49%
2004	\$1,000,000	48%
2005	\$1,000,000	47%
2006	\$1,000,000	46%
2007	\$1,000,000	45%
2008	\$1,000,000	45%
2009	\$1,000,000	45%
2010	\$1,000,000	35%

2011

\$1,000,000

55%

The federal Gift Tax is not repealed. It is important to the Trustor(s) and Settlor(s) that the Trustee(s) takes into consideration that the lifetime federal Gift Tax rate will be raised to 55% in the year 2011 unless Congress acts in the interim. It is equally possible that Congress will reduce these Gift Tax rates before 2011. The Trustor(s) and Settlor(s) therefore direct the Trustee(s) to be aware of the current law, any imminent change in the law and any proposed change in the law and take any and all actions which may be appropriate to minimize the tax impact.

The Trustee is specifically authorized and directed under this amendment to use the new Gift Tax rates wherever and whenever appropriate to minimize the federal and state tax impact upon the estate of any decedent hereunder.

Generation-Skipping Transfer Tax Rules as Modified by the Economic Growth and Tax Relief Act of 2001

The Act has made significant modifications to the Generation-Skipping Transfer Tax Rules.

Under the Act **Indirect Skips** - have been corrected. Thus, if a child is a beneficiary and has named his or her children as the contingent beneficiary, and the child dies before receiving distribution from the parent's estate, his or her child or children (grandchildren), if named as contingent beneficiaries, are now entitled to step into his or her place and receive their share without such share being considered an inadvertent generation skip. This is a new and important beneficial change in the tax law. The Trustee is to take note of this change and make such inadvertent generation skips without accessing or paying the previous onerous fifty-five percent tax - on top of the federal estate tax. The Act further provides for retroactive allocation of the generation-skipping transfer tax exemption when there is an unnatural order of death.

Severing of trusts holding property having an inclusion ratio of greater than zero. The new Act provides for the severing of trusts holding property having an inclusion ratio of greater than zero. This gives the Trustee(s) of this Trust greater flexibility in allocating appropriate property to GST shares, and enables the Trustee to select those assets that have the greatest potential for future growth.

Modification of certain valuation rules. The new Act provides, in connection with timely and automatic allocations of generation-skipping transfer tax exemptions, that the value of

the property for purposes of determining the inclusion ratio shall be its finally determined gift tax value or its estate tax value depending on the circumstances of the transfer. In the case of a generation-skipping transfer tax exemption allocation deemed to be made at the conclusion of an estate tax inclusion period, under the express terms of this amendment the value for determining the inclusion ratio shall be its value at that time.

Substantial Compliance. The new Act provides that substantial compliance with the statutory and regulatory requirements for allocating GST exemption will suffice to establish that the GST exemption was allocated to a particular transfer or to a particular trust and that if the Trustee(s) demonstrates substantial compliance, then so much of the transferor's unused GST exemption will be allocated to the extent it produces the lowest possible inclusion ratio. In determining whether there has been substantial compliance as aforesaid, all relevant circumstances will be considered including evidence of intent contained in the language of this trust.

Repeal of the Generation Skipping Tax. Under the express terms of the Act the Generation Skipping Tax is scheduled to be repealed in 2010.

Changes, alterations, modifications, revocations or revisions. Recognizing that the Act can be changed, amended, altered, modified, revoked or rescinded at the will and whim of Congress, the Trustee(s) is directed to take the most appropriate and timely steps to maximize and achieve the greatest tax advantage for the Settlers, for the Beneficiaries and Contingent Beneficiaries and for the estate of any decedent hereunder.

Stepped-up Valuation

Under the terms of the Act stepped-up valuation for any decedent's assets in Separate Property States and full stepped-up valuation for any decedent's estate and all Community Property in Community Property states continues to receive full stepped-up valuation in its present form until the Estate and Generation Skipping Taxes are repealed in 2010. Thus in 2010, a new set of tax concepts enters the picture.

Beginning in 2010, the new Act allows an executor of a decedent's estate to increase or step-up the basis of assets owned by the decedent and acquired by the beneficiaries at death, up to an aggregate of **\$1.3 million**. In contrast, the basis of the property transferred to the surviving spouse can attain a stepped-up basis for **\$3 million**. All assets in excess of these amounts will retain their cost basis.

A decedent's **\$1.3 million** will be increased by the amount of unused capital losses, net operating losses, and certain built-in losses of the decedent.

Only certain property will be eligible for the basis increase. The following types of property transfers will be **ineligible** for the basis increase: property acquired by a decedent by gift from a non-spouse less than three years before death; property that constitutes a right to receive income in respect of a decedent; and, stock in foreign investment and personal holding companies.

Nonresidents who are not U.S. citizens. Under the terms of the Act nonresidents who are not U.S. Citizens will be allowed to increase the basis of property by up to \$60,000 beginning in 2010.

Inflationary Adjustments. The Act specifically provides that these new basis rules: \$1.3 million for the decedent's assets; \$3 million for the survivor's; and \$60,000 for the nonresidents who are not U.S. Citizens; will be adjusted for inflation beginning 2011.

Trustee Authority. The Trustee(s) hereunder is authorized and directed to take these differing initial stepped-valuations of \$1.3 million for the decedent and \$3 million for the survivor and alter or adjust the allocations to each trust created hereunder so as to realize the greatest tax benefit without harming the beneficiaries or contingent beneficiaries. Regardless of the allocations made to the various trusts created hereunder, the final estate tax computations (assuming there is still an estate tax) will be allocated proportionately between trusts.

Changes, alterations, modifications, revocations or rescissions. Recognizing that the Act can be changed, altered, amended, modified, revoked or rescinded at the will and whim of Congress, the Trustee(s) hereunder is directed to take the most appropriate steps at that time to achieve the maximize and greatest tax advantage for the Settlers, for the Beneficiaries and Contingent Beneficiaries and for the estate of any decedent hereunder.

State Death Tax Credit - Will be reduced

Under the terms of the Act the State Death Tax Credit will be substantially reduced over the years 2002, 2003, and 2004, and as now scheduled, will be repealed in 2005. Since most states have depended upon this revenue in what was called a Pickup Tax, the Trustee(s) hereunder must anticipate and be prepared to factor in to their calculations a substantial increase in the State Inheritance Tax. Appropriate steps should be taken by the Trustee to anticipate this

increased State Inheritance Tax. The creation and funding of an Irrevocable Insurance Trust is one consideration for the Trustee(s).

The scheduled reductions are as follows:

<u>Year</u>	<u>Reduction</u>
2002	25%
2003	50%
2004	75%
2005	Repealed – Replaced with a deduction for state death taxes paid.

Impact – Many states will reenact inheritance taxes.

SECOND

This Trust is amended as follows, by replacing or adding the provision entitled Commonly Owned Property as follows:

Commonly Owned Property

Property transferred to this Trust by the Trustors, which was commonly owned by the Trustors, shall remain their commonly owned property, and treated in accordance with the laws of the State in which they reside or the situs of the property, whichever controls. This property, as invested and reinvested, together with the rents, issues and profits there from (hereinafter referred to as commonly owned property) shall retain its character as commonly owned property during the joint lifetimes of the Trustors.

Community and quasi-community property transferred to the Trustees by the Trustors shall be their community property, and treated in accordance with the laws of the State in which they reside or the situs of the property, whichever controls. This property, as invested and reinvested, together with the rents, issues and profits there from (herinafter referred to as “the Community Estate” or the “community property”) shall retain its character as community property during the joint lifetimes of the Trustors, in spite of any change in the situs of the Trust, subject, however, to the provisions of the Agreement.

Property transferred to the Trustee by Trustors, which is jointly owned with rights of survivorship, shall be held and owned by the trust as the commonly owned property of the Trustors. Such property shall be deemed tenancy in common.

THIRD

All other provisions of the Trust shall remain in full force and effect.

IN WITNESS WHEREOF, the provisions of this Amendment of Trust shall bind the Trustors and Trustees, Successor Trustees assuming the role of Trustee hereunder, and the Beneficiaries of this Trust as well as their successors and assigns.

Dated this 14th day of Jan, 2004, at Birmingham, Alabama.

TRUSTORS:

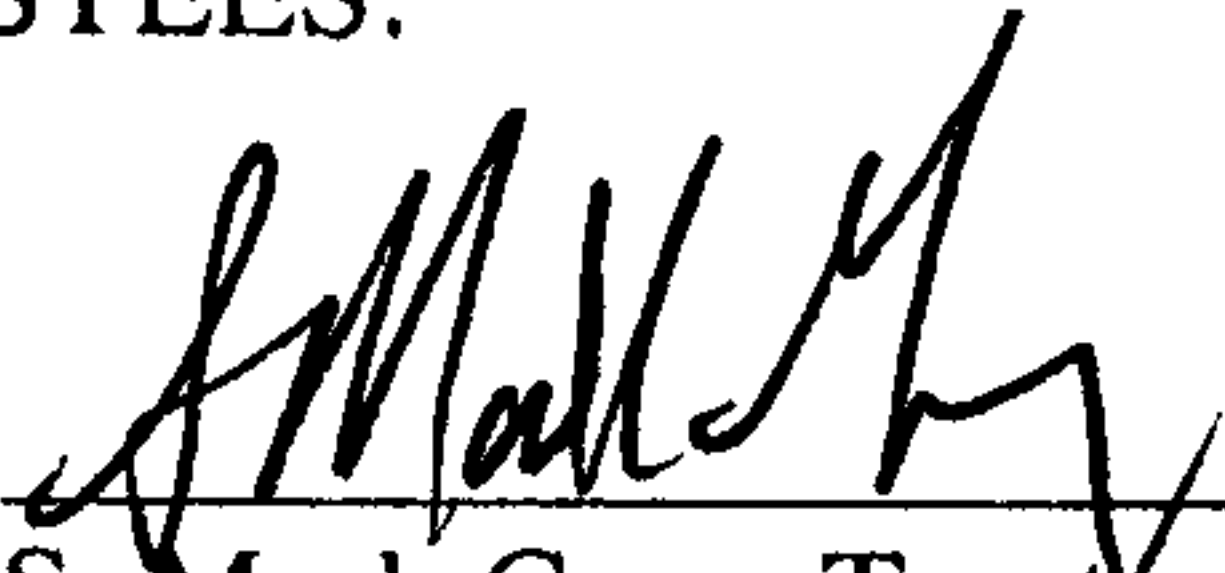


S. Mark Gray, Trustor



Dana R. Gray, Trustor

TRUSTEES:



S. Mark Gray, Trustee



Dana R. Gray, Trustee

STATEMENT OF WITNESSES

I declare under penalty of perjury under the laws of this state that the person(s) who signed or acknowledged this Document is personally known to me (or proved to me on the basis of convincing evidence) to be the person(s) who signed or acknowledged this document in my presence, and that the person(s) appear(s) to be of sound mind and under no duress, fraud or undue influence.

Witness

Brooke Robertson
715 Coupland Rd.
Odenville, AL 35120
Date 1-14-04 2004

Witness

Ninna M. Gurley
7359 Thomas Hall Drive
Trussville, AL 35173
Date 1-14 2004

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ALABAMA)

) ss.

COUNTY OF JEFFERSON)

On this 14th day of January, 2004, before me, DEBORAH DAVIS (insert name of notary here) a Notary Public, personally appeared S. Mark Gray and Dana R. Gray, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

Deborah M. Davis
Notary Public

12/9/04
Date my commission expires