

I, CINDY D. HOPKINS, DO HEREBY CERTIFY,
THAT SAID INSTRUMENT WAS FILED FOR
RECORD THIS 23rd DAY OF Jan.
19 97 BOOK 82-dud PAGE 377-380
DEED TAX _____ MTG. TAX _____

No. 97-0199
FILED IN PROBATE OFFICE
MARENGO COUNTY, ALA.

AM JAN 23 1997 4:30 PM

STATE OF ALABAMA *
MARENGO COUNTY *

Cindy D. Hopkins
Judge of Probate
Marengo County, Alabama

CINDY D. HOPKINS, Judge

IRREVOCABLE LIVING TRUST AGREEMENT

This Trust Agreement made and entered into this 14 day of
December, 1995, by and between **BRYAN W. COMPTON, JR.**,
of Demopolis, Marengo County, Alabama, hereinafter called the
GRANTOR, and **COMPTON/ARNOLD TRUST, BRYAN W. COMPTON, JR.**,;
hereinafter called TRUSTEE;

W I T N E S S E T H:

(1) That the Grantor has this day irrevocably assigned,
transferred, set over and delivered to the Trustee two %
interest in Forkland Springs Farm, LLC, an Alabama Limited
Liability Company, organized in Marengo County, Alabama, and owning
real estate in Greene County, Alabama, and the Trustee agrees to
hold, administer and distribute all of aforesaid assets (together
with all additions thereto and reinvestments thereof) as the
principal of a Trust Estate, in accordance with the terms and
provisions hereinafter set out.

(2) The Grantor or any other person may add, at any time and
from time to time, property, monies, or any other assets to the
principal of the Trust Estate herein created, by Deed, gift, or
otherwise, with the consent of the Trustee.

(3) The Trustee shall hold, manage and control the property
comprising the Trust Estate, collect the income therefrom, and
shall disburse the net income derived therefrom and the principal
thereof, or may elect to hold the income and the principal, in its
sole discretion, for the sole benefit of **AUDREY ROSE ARNOLD** and any
other children born to Eleanor Ann Compton Arnold, being infant
grandchildren of the Grantor, upon the following terms:

A. The Grantor does not retain any mineral interest or timber
rights in the interest transferred from time to time.

B. Until each child shall reach his 21st birthday, the
Trustee may distribute to each child or apply for his sole benefit,
so much of the income and principal of the Trust Estate at such



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Shelby Cnty Judge of Probate, AL
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time or times and in such amounts and manner as the Trustee, in its sole discretion, shall determine. Any income which the Trustee shall decide not to distribute may be accumulated as income or may be added to the principal of the Trust as the Trustee shall deem best.

C. When the first Grandchild shall have reached his 21st birthday, the Trust, as to that Grandchild shall terminate, and the interest of that grandchild being held by the Trustee shall be paid over and distributed to him outright; provided, however, that **AUDREY ROSE ARNOLD** within thirty (30) days after she reaches her 21st birthday shall have the right to direct the Trustee to continue the Trust until she reaches her 35th birthday. In such event, the Trust net income earned after **AUDREY ROSE ARNAOLD** has reached her 21st birthday shall be paid to him, and when she shall reach her 35th birthday, the Trust shall terminate and all Trust property then remaining shall be distributed outright, as to her part.

D. The same provisions as set out in (c) above for **AUDREY ROSE ARNOLD** shall apply to any other children born to Eleanor Ann Compton Arnold when they reach the age of 21, and later when they reach the age of 35.

E. Should either Grandchild die before reaching his 21st birthday or before reaching his 35th, if the Trust shall have theretofore been extended, then the Trust shall terminate as to that Grandchild, and all Trust properties then held by the Trustee for that Grandchild shall be paid over and distributed to such person, persons or corporations, including the beneficiary's own estate in such amounts and in such manner as the said deceased Grandchild may appoint by his Last Will and Testament admitted to probate by a Court of competent jurisdiction, provided that this power of appointment is specifically referred to by the terms of such Will. Should either Grandchild die before reaching his 21st birthday (or before the termination of the Trust, if extended), and fail to exercise validly the general testamentary Power of Attorney herein conferred upon him, then and in such event, the Trustee shall pay over and distribute all Trust assets to the personal

representative of the deceased Grandchild or as may be otherwise agreed between the Trustee and the personal representative.

(4) With reference to the Trust Estate created herein and every part thereof, the Trustee shall have the following rights and powers without limitation and in addition to powers conferred by law.

A. During the minority of the beneficiaries, the Trustee may pay, transfer or assign income or principal in any one or more of the following ways:

(a) Directly to the beneficiary in such amounts as it may deem advisable as an allowance;

(b) To the guardian of the person or of the property of the beneficiaries;

(c) To a relative of the beneficiary upon the agreement of such relative to expend such income or principal solely for his benefit;

(d) By expending such income or principal directly for the education, maintenance and welfare of the beneficiary.

B. The Trustee shall have full power to deal with the Trust Estate to include, but not limited to selling of timber, leasing of property, investing and reinvesting in stocks, bonds, certificates of deposit, or other means of investment.

C. The Trustee shall not be required to keep an inventory or to put up bond, or to make any report to any Court except as may be otherwise required by the laws of the State of Alabama.

D. The Trustee may, in its sole discretion, if necessary, sell real estate, and reinvest the proceeds under this Trust Agreement.

E. To vote any Corporate Stock held hereunder.

F. To operate farms and woodlands with hired labor, tenants or sharecroppers, and to do all other things necessary in dealing with real estate.

G. To borrow money for such time and upon such terms as the Trustee may see fit, without security or on a mortgage of any real estate or upon pledge of any personal property held hereunder, and to execute Mortgage or Collateral Agreements therefor as necessary.

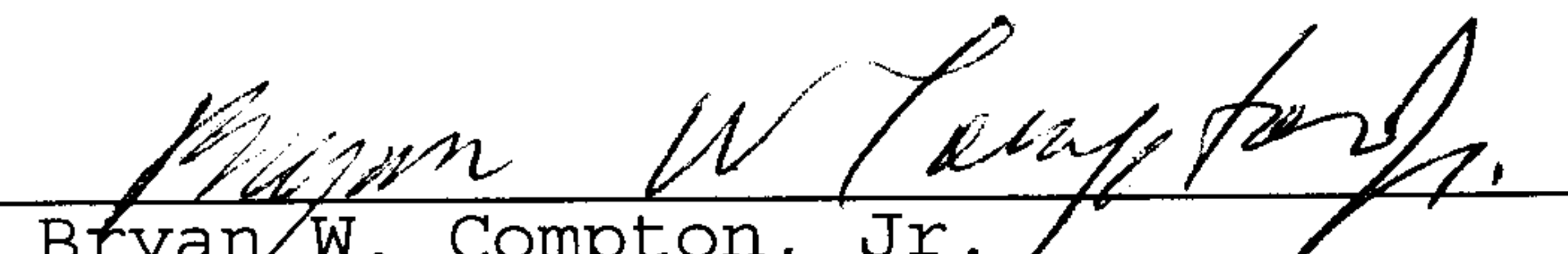
H. To employ, remove and compensate such Attorneys, Agents and Representatives, individual or corporate, as the Trustee may deem necessary.

I. To pay from income any expenses reasonably necessary for the administration of the Trust.

(5) The Grantor does hereby specifically nominate and appoint **ELEANOR ANN COMPTON ARNOLD** as Successor Trustee to replace **BRYAN W. COMPTON, JR.** as Trustee if requested in writing by the Trustee, upon the death of the Trustee, or upon the inability of the Trustee to continue as such Trustee. Such Successor Trustee shall have the same rights and responsibilities, and shall be exempt from bond just as the Trustee, **BRYAN W. COMPTON, JR.**

(6) The Trustee shall be entitled to reasonable compensation for his services hereunder, as shall the Successor Trustee, when and if services are rendered by said Successor Trustee.

IN WITNESS WHEREOF, the undersigned **BRYAN W. COMPTON, JR.**, does hereby execute these presents as Grantor and Trustee on the day and year herein first written.

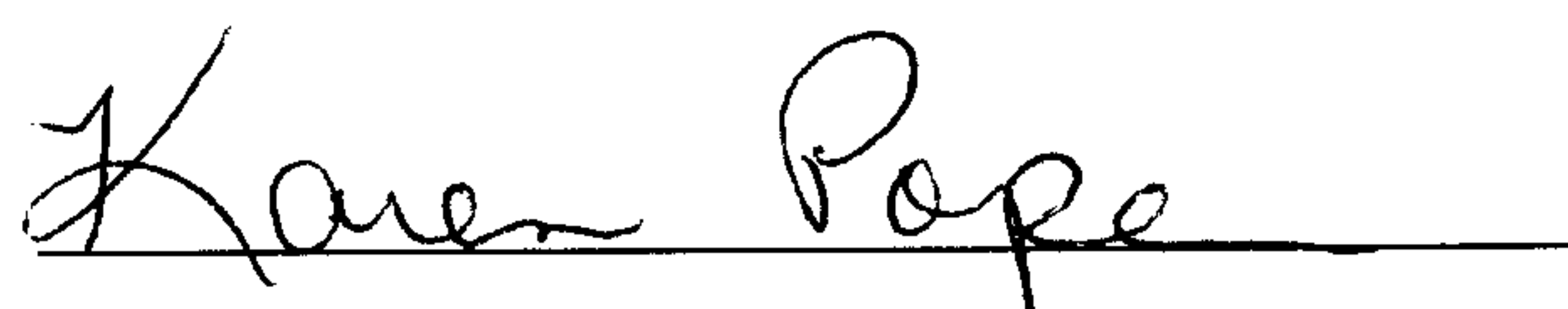

Bryan W. Compton, Jr.

STATE OF ALABAMA

MARENGO COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Bryan W. Compton, Jr., whose name is signed as Grantor and Trustee is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 14th day of December, 1995.



NOTARY PUBLIC