CAROLYN B. REED QUALIFIED PERSONAL RESIDENCE TRUST

AS OF THE 31st day of December, 2007, I, CAROLYN B. REED, the undersigned Grantor and Trustee, hereby enter into this Trust Agreement as follows:

WITNESSETH:

WHEREAS, I desire to grant, out of my present holdings and property, and create therewith a trust which shall be for my benefit and for the benefit of Robert Andrew Reed and Scott Brinson Reed, as Trustee of the CAROLYN B. REED Home Trust, entered into on the 31st day of December, 2007, by and between me, as Grantor, and Robert Andrew Reed and Scott Brinson Reed, as Trustee; and

WHEREAS, I intend that the trust created under this instrument will constitute a Qualified Personal Residence Trust for purposes of the federal estate and gift tax laws and within the meaning of Revenue Procedure 2003-43 and I.R.C. Section 2702(a)(3)(A) and the Treasury Regulations thereunder; and

WHEREAS, the Trustee hereinabove named has agreed to accept said trusteeship, and all interest and property which may come to it by reason of this Agreement, for the use and benefit of said beneficiaries, all in accordance with the provisions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, it is hereby understood and agreed by and between the parties hereto as hereinafter stated.

ITEM I

GRANT OF TRUST

I do hereby grant, assign, set over, transfer and deliver to the Trustee, its successors and assigns, the property listed on Exhibit "A" attached hereto (such property hereinafter referred to as the "trust estate"). The Trustee shall hold the trust property herein transferred, and such additional property as may be hereafter acquired by the Trustee under the terms and provisions of this trust, as well as the interest, income and profits to be received therefrom, and/or from the investment or reinvestment of such property, for my use and benefit, and for the benefit of the CAROLYN B. REED Home Trust, as is more specifically set out herein.

TO HAVE AND TO HOLD, all and singular, the above-described property and the interest, income and profits thereof, unto the said Trustee, its successors and assigns, for the following uses and purposes, and subject to the terms, conditions, powers and agreements hereinafter specified.

ITEM II

TRUST ESTATE

(a) Use of Trust Property. Until the first to occur of (i) the expiration of twelve (12) years from the date of delivery of the property listed on Exhibit "A," or (ii) my death (hereinafter called the "termination date"), I shall be entitled to use the trust property as a personal residence, free of rent or other charge for occupancy. During such period, I shall pay all expenses of the trust which are allocable under Alabama law to an income interest in the trust, including but not limited to interest, taxes, ordinary repairs, and insurance, and may at my election pay any or all other costs associated with the residence, including costs of extraordinary repairs and improvements. In addition, all income of the trust shall be distributed to me not less frequently than annually.

(b) Distributions to Others Prohibited. Until the termination date, the Trustee shall not distribute income or principal of the trust estate to anyone other than me.

(c) Restrictions on Trust Assets Held. During such time as this trust qualifies as a Qualified Personal Residence Trust within the meaning of I.R.C Section 2702, the only assets that may be held by the Trustee are:

(1) One residence (or a fractional interest in one residence) to be used or held for use (within the meaning of Treasury Regulation Section 25.2702-5(c)(7)(i)) as a "personal residence" (within the meaning of I.R.C. Section 2702) of mine:

(2) Additions of cash (by me or by anyone else), to be held in a separate account, but not in excess of the amount which, when added to the cash already held in such account for the purposes hereinafter enumerated, does not exceed the amount required:

(i) For payment of trust expenses (including mortgage payments) incurred or reasonably expected to be paid by the Trustee within six months from the date the addition is made;

(ii) For improvements to the residence to be paid by the Trustee within six months from the date the addition is made; and

(iii) For purchase by the Trustee of a residence to replace another residence already owned by the Trustee, within three months from the date the addition is made, provided that no addition may be made for this purpose, and the trust may not hold any such addition, unless the Trustee has previously entered into a contract to purchase that residence.

(3) Any improvement to the residence, provided that the residence, as improved, meets the requirements of a "personal residence";

(4) The proceeds from any sale of the residence, to be held in a separate account, subject to paragraph (e) below;

(5) One or more policies of insurance on the residence; and

(6) The proceeds of insurance payable to the Trustee as a result of damage to or destruction of the residence, to be held in a separate account. Amounts received as a result of an involuntary conversion of the residence (within the meaning of I.R.C. Section 1033) shall be treated as insurance proceeds.

Any cash in excess of that permitted to be held by the Trustee shall be distributed to me, at least quarter-annually. Notwithstanding the foregoing, the Trustee shall not distribute to me any cash required to be transferred to a Qualified Annuity Trust hereunder.

(d) Commutation. My interest in the trust estate shall not be subject to commutation and shall not be sold or prepaid by any person.

(e) Trust Ceases to be Qualified Personal Residence Trust.

(1) Except as otherwise provided in this paragraph (e), this trust shall cease to be a Qualified Personal Residence Trust within the meaning of I.R.C. Section 2702 if the residence held by the Trustee ceases to be a "personal residence" of mine within the meaning of I.R.C. Section 2702. Upon the sale of the residence held as a part of the trust estate, the trust shall cease to be a Qualified Personal Residence Trust with respect to all proceeds of sale held by the trust upon the earlier of (i) the date that is two years after the date of sale, (ii) the termination date, or (iii) the date on which a new residence is acquired by the trust (see paragraph (e)(2) below). If damage or destruction renders the residence held as a part of the trust estate unusable as a "personal residence," the trust shall cease to be a Qualified Personal Residence Trust upon the earlier of (i) the date that is two years after the date of damage or destruction or (ii) the termination date, unless prior to such date the damaged residence is completely repaired or replaced or a new residence is acquired by the trust. Within thirty (30) days after the trust ceases to be a Qualified Personal Residence Trust, the Trustee shall convert the trust assets and hold and administer the trust estate under those terms and conditions that would qualify my interest in the trust as a "qualified annuity interest" within the meaning of I.R.C. Section 2702 and the Treasury Regulations thereunder.

(2) If upon the sale of the residence or upon its damage or destruction, fewer than all of the proceeds of the sale, or insurance proceeds received as a result of damage or destruction, are used within the two-year time period allowed by I.R.C. Section 2702 to purchase, build, repair or replace the personal residence held as a part of the trust estate, then the trust shall cease to be a Qualified Personal Residence Trust with respect to the proceeds not so reinvested or expended. Within thirty (30) days after the trust ceases to be a Qualified Personal Residence Trust with respect to the proceeds not so reinvested or expended, the Trustee shall convert the such proceeds and hold and administer such proceeds under those terms and conditions that would qualify my interest in the trust as a "qualified annuity interest" within the meaning of I.R.C. Section 2702 and the Treasury Regulations thereunder.

(3) Because it may be possible to have more than one cessation of qualification during the term of this trust, the Trustee shall create and fund a separate Qualified Annuity Trust for each cessation. Each such Qualified Annuity Trust shall be administered as a separate share in accordance with paragraph (f) below.

(f) Conversion to Qualified Annuity Trust. If the trust, or a portion thereof, ceases to be a Qualified Personal Residence Trust and the Trustee converts and holds the trust estate, or a portion thereof, as a Qualified Annuity Trust, the Trustee shall pay to me annually, at the end of each year of the Qualified Annuity Trust, the smallest amount determined under Treasury Regulation Section 25.2702-5(c)(8)(ii)(C) in order to have my interest in the portion of the trust which ceases to be a Qualified Personal Residence Trust qualify under applicable tax statutes and regulations as a qualified annuity interest for the remainder of the trust term and until the termination date, provided that the fair market value of the qualified annuity interest shall be no less than the value of my interest in the trust estate immediately before the conversion. If all or a part of the trust is converted to a Qualified Annuity Trust, my right to receive the annuity amount shall begin on the date of sale of the residence, the date of damage or destruction of the residence, or the date on which the residence ceases to be used or held for use as a personal residence, as the case may be (hereinafter called the "cessation date"). The Trustee may defer payment of any annuity amount otherwise payable after the cessation date until the date that is thirty days after the trust is converted to a Qualified Annuity Trust. If the Trustee defers payment of any annuity amount, interest shall be payable on the deferred amount at the rate prescribed in I.R.C. Section 7520 in effect on the cessation date. Any income actually distributed to me after the cessation date shall reduce the aggregate amount of annuity payments deferred after the cessation date. Annuity payments to me shall be paid first from income and then from principal. Any income not paid to me shall be added to principal. Notwithstanding the foregoing, in determining the annuity amount for a short taxable year, the Trustee shall prorate the annuity amount on a daily basis. In determining the annuity amount for the taxable year of the termination of the Qualified Annuity Trust, the Trustee shall prorate the annuity amount for the final period of the annuity on a daily basis. The Trustee is prohibited from using a note, other debt instrument, option or similar financial arrangement in satisfaction of the obligation to pay the annuity amount to me. If an incorrect payment is made to me, the Trustee shall, as soon as reasonably practical after the error is discovered, pay to me in the case of underpayment or collect from me in the case of an overpayment an amount equal to the difference between the amount which the Trustee should have paid to me and the amount the Trustee actually paid to me. No additions to the trust estate shall be permitted after the trust becomes a Qualified Annuity Trust. Notwithstanding anything herein to the contrary, the provisions of this paragraph shall not apply if the Trustee intends to use proceeds of a sale or from insurance to purchase a new residence or to repair, improve, or replace an existing residence for use as my personal residence and does so use those proceeds within the time which a Qualified Personal Residence Trust is permitted by federal tax statutes and regulations to hold such proceeds.

(g) Mandatory Termination. Upon the termination date, this trust shall terminate and the Trustee shall distribute any cash then a part of the trust estate to me or my estate, as the case may be, within thirty (30) days of termination (unless the trust shall have been converted into a Qualified Annuity Trust prior to my death, in which case the Trustee shall distribute all accrued but unpaid annuity obligations to me or my estate, as the case may be), and shall distribute the remaining trust estate as herein provided. If this trust terminates upon the expiration of twelve (12) years from the first date of delivery by me to the Trustee of property described in the attached Exhibit "A," the Trustee shall distribute the remaining trust estate pursuant to the provisions of paragraph (h) below. If this trust terminates upon my death, the Trustee shall distribute the remaining trust estate pursuant to the provisions of paragraph (i) below.

(h) Distribution Upon Expiration of Term of Years. If this trust shall terminate upon the expiration of twelve (12) years from the first date of delivery of the property listed on Exhibit "A" (hereinafter called the "termination date"), the Trustee shall distribute the remaining trust estate to Robert Andrew Reed and Scott Brinson Reed, as Trustee, and to any substitute or successor Trustee then serving, under the CAROLYN B. REED Home Trust dated the 31st day of December, 2007, and with the powers and duties set forth in said Trust. If for any reason the said Trust shall not be in existence at the time of such distribution, or if for any reason a court of competent jurisdiction shall declare the foregoing disposition to the Trustee under such Trust as it exists at such time to be invalid, then the Trustee shall distribute said property to the Trustee designated by the Trust, described hereinabove, to be held, managed, invested, reinvested and distributed by the Trustee upon the terms, trusts and conditions as are now contained in such Trust; and for that purpose such instrument of trust is incorporated by reference into this Trust Agreement.

(i) Distribution upon Death of Grantor. If this trust shall terminate upon my death, then the Trustee shall transfer and pay over all assets remaining in said trust estate to my Personal Representative to be distributed in the manner directed by my Last Will and Testament, or if I have no Will, to the Administrator of my estate, to be distributed under the law of intestate descent and distribution applicable to the assets remaining in said trust estate.

ITEM III

SALE TO GRANTOR, SPOUSE OR CONTROLLED ENTITY

The Trustee is hereby prohibited from selling or transferring the residence (or fractional interest in a residence) owned by this trust, either directly or indirectly, to me, my spouse, if any, or an entity controlled by me or my spouse, except as provided in paragraph (h) or (i) of Item II. For purposes of the preceding sentence, a sale or transfer to another grantor trust of mine or of my spouse is considered a sale or transfer to me or my spouse. For purposes of this Item of the trust, a "grantor trust" is a trust treated as owned by me or my spouse within the meaning of I.R.C. Sections 671-677. The term "control" is defined in Treasury Regulation Section 25.2701-2(b)(5)(ii) and (iii). This provision shall be effective only so long as it is required by the Internal Revenue Code and/or Treasury Regulations, whether finalized, temporary or proposed, to enable the trust to meet the requirements of a Qualified Personal Residence Trust, and at such time as such provision shall no longer be required to meet those requirements, then this Item shall be void.

ITEM IV

MISCELLANEOUS PROVISIONS

(a) Distributions. Except as otherwise specifically provided above, in the distribution of this trust herein created, made in accordance with the terms hereof, the Trustee, in its uncontrolled discretion, may pay over the shares or amounts to be distributed either in cash or in property, or partly in cash and partly in property, and at such valuations as to it may seem proper, and the determination of the Trustee of the value of any property for the purpose of distributing any share or amount hereunder shall be final, conclusive and binding upon all parties interested in such distribution.

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

(c) Bond. I shall not be required to post any bond or other security and shall not be accountable for or required to repair any waste or damage to or depreciation of the residence or to replace any part thereof which may be consumed or destroyed.

(d) Trustee. Where the context herein so permits, the term "Trustee" and words of reference to the Trustee shall mean any person or entity serving in that capacity without regard to gender or number.

(e) Internal Revenue Code of 1986. As used herein, the terms "I.R.C." and "Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as amended.

(f) Applicable Laws. This Agreement shall be construed and regulated in all respects by laws of the State of Alabama, except as otherwise provided herein.

(g) Taxable Year. The taxable year of the trust shall be the calendar year.

ITEM V

LIABILITY OF TRUSTEE

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

ITEM VI

TRUSTEE

(a) Appointment. I shall serve as the initial Trustee hereunder. Upon the earlier of (i) my death, incapacity, inability or unwillingness to serve as Trustee hereunder or (ii) the termination date, I shall no longer serve as Trustee, and Robert Andrew Reed and Scott Brinson Reed shall serve and act in my place and stead as Trustee of the trusts created in this Trust Agreement. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of either Robert Andrew Reed or Scott Brinson Reed, then I direct that the other or the survivor of them shall serve and act as Trustee of the trusts created in this Trust Agreement. The Trustee last serving shall have the right to designate as a successor Trustee any bank or trust company having, at the time of such designation, total resources or assets under management of not less than One Hundred Twenty-Five Million Dollars ($125,000,000.00), or any one or more individuals. Such designation shall be by a writing signed by my said Trustee, properly notarized and attached to this Trust Agreement.

(b) Change in Trusteeship. No successor Trustee shall be personally liable or responsible in any way for any act or failure to act of any predecessor Trustee nor bear any loss or expense from or occasioned by anything done or omitted by the predecessor Trustee, but such successor Trustee shall be liable only for its own acts and omissions in respect to property actually received as such Trustee. Any successor Trustee shall have all of the powers, duties and discretion vested in the original

Trustee. With the approval of a majority of adult beneficiaries, or the parent or guardian of any minor or incompetent beneficiary, any Trustee appointed hereunder may accept the account rendered and the assets and property delivered to it by the predecessor Trustee as a full and complete discharge of the predecessor Trustee, and shall incur no liability or responsibility to any beneficiary by reason of so doing, all without necessity of any court proceeding or judicial supervision or approval, regardless of any beneficial, vested or contingent interest of any minor, incompetent or unborn beneficiaries. Upon any such change in the trusteeship, the title to any trust estate shall vest forthwith in any successor Trustee acting pursuant to the foregoing provisions hereof without the necessity of any court order or of any conveyance or transfer of trust assets.

(c) Capacity of Trustee. Any person acting or named to act in a fiduciary capacity hereunder or required to be legally competent in order to act hereunder shall be considered to have ceased or failed to act or be legally competent to act when a physician whom such person has consulted within the prior three years has certified as to such consultation and also as to the present lack of the physical or mental capacity of such person to manage his or her financial affairs. Appointment of an individual to serve as a fiduciary hereunder shall be conditioned upon such individual executing a Health Insurance Portability and Accountability Act of 1996 (HIPAA) release authorization in such form as complies with HIPAA, authorizing release of pertinent health information to the fiduciary named as successor.

ITEM VII

REMOVAL OR REDESIGNATION OF TRUSTEE

(a) Notwithstanding anything hereinabove to the contrary, my Redesignator, hereinafter named, shall have the right to add further Trustees and/or rearrange the order in which the Trustees named hereinabove shall serve, remove any Trustee serving or named to serve, and/or to substitute for any Trustee any bank or trust company having, at the time of such redesignation, total resources or assets under management of not less than One Hundred Twenty-Five Million Dollars ($125,000,000.00), or any one or more individuals who are not otherwise precluded from serving as

Trustee hereunder; provided, that after the termination date I may not serve as a Trustee hereunder. In the event my said Redesignator should so redesignate any Trustee who has not at said time commenced serving as Trustee, then such redesignation shall be by a writing signed by my Redesignator, properly notarized, and attached to this Trust Agreement. In the event my said Redesignator should so redesignate any Trustee who is at that time serving as Trustee hereunder, then such redesignation shall be by a writing signed by my said Redesignator, properly notarized, addressed and delivered to the Trustee, advising the Trustee that it has been removed and naming therein the successor and confirming that the successor has accepted the trusteeship. Thirty (30) days after receipt of such written notice as aforesaid, the Trustee shall thereupon be removed.

(b) Prior to the termination date, I shall be the Redesignator with respect to all trusts created hereunder. Following the termination date, Robert Andrew Reed and Scott Brinson Reed, or the survivor of them, shall be the Redesignator with respect to all trusts created hereunder. The foregoing provisions notwithstanding, my Redesignator who may be serving from time to time shall also have the power and authority to remove or replace any successor Redesignator named herein and/or to appoint a successor Redesignator with respect to all trusts for which he or she is serving as Redesignator.

(c) Anything hereinabove to the contrary notwithstanding, the power to remove and replace a Trustee shall not be exercisable by Robert Andrew Reed and Scott Brinson Reed as Redesignator, where such power will cause all or any part of the assets of the trust estate to be included in the estate of either Robert Andrew Reed or Scott Brinson Reed under applicable provisions of the Internal Revenue Code, Treasury Regulations and case law in effect at the time of such exercise.

(d) Third parties may rely upon the written representations of my Redesignator that the conditions and requirements for the exercise of such power to remove and replace a Trustee have been satisfied.

ITEM VIII

PROVISIONS FOR MULTIPLE TRUSTEES

While two or more Trustees are acting, the following provisions shall apply where the context permits:

(a) With respect to any matter as to which the Trustees have joint authority, a Trustee from time to time may delegate any or all of that Trustee's rights, powers, duties, and discretion as Trustee to the other Trustee(s), with the consent of the latter;

(b) The Trustees may establish bank accounts and may authorize that checks or drafts may be drawn on, or withdrawal made from, any such account on the individual signature of any one Trustee;

(c) A Trustee shall be presumed to have approved a proposed act or decision to refrain from acting if that Trustee fails to indicate approval or disapproval thereof within fifteen (15) days after a written request for approval; and

(d) The Trustees may execute documents by jointly signing one document or separately signing concurrent counterpart documents.

ITEM IX

DUTIES AND POWERS

In the management and control of the trust created herein, the Trustee, in its sole judgment and discretion, may do and have done with respect to the trust estate, all things which, in the judgment and discretion of the Trustee, may seem necessary, desirable and proper to promote, protect and conserve the interests of the trust estate, and of the beneficiaries thereof, in like manner as if the Trustee were entitled to said property beneficially; provided, however, that, so long as the residence transferred to the trust constitutes a "personal residence" of mine within the meaning of I.R.C. Section 2702, the Trustee shall have no power or authority to do anything which would disqualify the trust from being a Qualified Personal Residence Trust; and provided further, with respect to the Qualified Annuity Trust, if any, administered under paragraph (f) of Item II, the Trustee shall have no power or authority to do anything which would disqualify the annuity interest from being a qualified annuity interest under the estate and gift tax laws and any legislative or administrative requirements thereunder. Every determination of the Trustee in the construction of the powers conferred upon the Trustee or in any manner committed to the discretion of the Trustee, or with respect to which the Trustee may be empowered to act hereunder, whether made upon a question formally or actually raised or implied in relation of the premises, shall be binding upon all persons interested in the trust and shall not be objected to or questioned on any grounds whatsoever. In order to define with particularity certain of the powers herein vested in the Trustee, the Trustee shall have and may exercise, in its judgment and discretion, and except as specifically hereinafter provided, without notice to anyone or order of court, the following powers, among others, but only to the extent such powers may be exercised without disqualifying the trust as a Qualified Personal Residence Trust:

a) Subject to the provisions of paragraph (c) of Item II hereof, to hold any property or securities received by it as a part of said trust estate, including any stock or obligations of any corporate Trustee serving hereunder from time to time, or of any holding company or similar corporation which owns stock of such corporate Trustee, so long as it shall consider the retention thereof in the best interests of said trust estate, irrespective of whether such property or securities are a so-called "legal" investment of trust funds, without liability for depreciation or loss through error of judgment, and in disposing of any property constituting a part of said trust estate, to acquire other property which is not a so-called "legal" investment of trust funds, including any stock or obligations of any corporate Trustee serving hereunder from time to time, or of any holding company or similar corporation which owns stock of such corporate Trustee, where such course is, in its opinion, in the best interests of said trust estate.

b) Subject to the provisions of Item III, to sell, exchange, transfer or convey, either before or after option granted, all or any part of said trust estate upon such terms and conditions as it sees fit, to invest and reinvest said trust estate and the proceeds of sale or disposal of any portion thereof in such loans, stocks, bonds or other securities, mortgages, shares of investment companies or investment securities of management-type investment companies such as mutual funds, registered mutual funds (including funds for which the trustee, or an affiliate of the trustee, provides investment advisory, custodial or other compensated services), interests in limited liability companies, partnership interests of any kind, currencies, or other property, including partial interests therein, such as life estate, term or remainder interests, real or personal, whether so-called "legal" investments of trust funds or not, as to it may seem suitable, and to change investments and to make new investments from time to time as to it may seem necessary or desirable. The Trustee may delegate all or any part of the above powers to such investment counselors, consultants or managers as it deems appropriate.

c) To improve, repair, lease, rent for improvement or otherwise, for a term beyond the possible termination of this trust, or for any less term, either with or without option of purchase, and to let, exchange, release, partition, vacate, dedicate, or adjust the boundaries of, real estate constituting a part of said trust estate.

d) To determine in a reasonable manner consistent with the Alabama Principal and Income Act whether any money or property coming into its hands shall be treated as a part of the principal of said trust estate or a part of the income therefrom, to apportion between such principal and income any loss or expenditure in connection with said trust estate as to it may seem just and equitable, and to set up reserves out of income to meet such items of depreciation, obsolescence, future repairs or amortization of indebtedness deemed by the Trustee to be a proper charge against income. Any capital gains shall be allocated in their entirety to the corpus of said trust estate. Under no circumstances shall the Trustee make any allocation between income and principal that is inconsistent with the Alabama Principal and Income Act. The Trustee shall have the power to make adjustments between principal and income, pursuant to the authority permitted by law

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

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

g) To pay, from and out of the income of the trust property, any and all expenses reasonably necessary for the administration of the trust, including interest, taxes, insurance, including public liability insurance, and compensation to the Trustee, as well as any other expense incurred for the benefit of the trust estate, and in the event the income from the trust property is insufficient for the purpose of paying such expenses, to pay the same from the corpus of the trust estate.

h) To execute and deliver any and all contracts, conveyances, transfers or other instruments, and to do any acts necessary or desirable in the execution of the powers herein vested in it.

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

j) To make divisions and distributions hereunder provided for either in cash or in kind, or partly in cash and partly in kind, whether such distributions in kind be of a fee interest in its entirety or an undivided interest therein, a life interest, an interest for a term of years, or a remainder interest in the asset being distributed, and for that purpose to determine the values thereof, and to determine the identity of persons entitled to take hereunder.

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

l) To exercise the voting rights of interests in any entities owned by the trust, in person or by proxy upon all stock held by it, to unite with other owners of similar property in carrying out any plan for the reorganization of any corporation or company whose securities form a portion of the trust estate, to exchange the securities of any corporation for other securities upon such terms as it shall deem proper, to assent to the consolidation, merger, dissolution or reorganization of any such corporation, to lease the property or any portion thereof of such corporation to any other corporation, to pay all assessments, expenses and sums of money as it may deem expedient for the protection of the interest of the trust estate as the holder of such stocks, bonds or other securities, and generally, to exercise, in respect to all securities and ownership interests in entities held by it, the same rights and powers as are or may be exercised by persons owning similar property in their own right; provided, however, that if, at any time a corporate Trustee is serving hereunder, it shall purchase or retain stock or obligations of itself or of any holding company, or similar corporation which owns stock of such corporate Trustee, then in the election of directors and other matters in which said corporate Trustee is prohibited from voting its own stock or stock of any holding company or similar corporation which owns stock of a corporate Trustee, such stock shall be voted by the eldest adult beneficiary hereunder.

m) To institute and defend any and all suits or legal proceedings relating to the said trust estate in any court, and to employ counsel and to compromise or submit to arbitration all matters of dispute in which said trust estate may be involved, as, in its judgment may be necessary or proper.

n) To make loans, secured or unsecured, at any interest rate, to any person, without responsibility or liability for any loss resulting to the trust estate from any such loan.

o) To appoint and remove one or more ancillary Trustees in any jurisdiction where the Trustee is unable to serve and to pay them reasonable compensation (as determined by the Trustee making the appointment) as an administration expense, and such ancillary Trustee shall serve without bond or other security and shall have all the powers and authority conferred by this instrument on the Trustee.

p) To change the situs of any trust created under this instrument by written document signed and acknowledged by the Trustee; and, in connection with any such change and without any need to obtain the approval of any court, to elect that such trust shall be subject to the jurisdiction of, and to move the assets of such trust to, the state, country or place of the new situs; and, if such election is made, such trust shall be administered and the validity and effect of the provisions of this instrument applicable to such trust shall be determined in accordance with the laws of such jurisdiction.

q) I further authorize and empower my Trustee to engage, employ and dismiss any agents, clerks, servants, consultants, attorneys-at-law, accountants, investment advisors, custodians, or other persons in and about the performance of these presents as my Trustee shall think fit.

r) To enter into any transaction on behalf of a trust estate created hereunder despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Trustee is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under such trust estate acting individually, or any relative of such a party.

s) Any individual Trustee holding any power under the terms of this Trust Agreement may, in the discretion of such individual Trustee, release such power insofar as such individual Trustee is concerned, either in whole or in part, by written instrument duly executed and acknowledged by such individual whereupon such power shall no longer exist respecting such individual Trustee.

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Shelby Cnty Judge of Probate, AL
01/24/2008 12:47:52PM FILED/CERT

ITEM X

TRUST IRREVOCABLE

I specifically direct that the trust herein created is irrevocable and that, except as otherwise specifically provided herein, there are no conditions or reservations of power in me to revoke, alter, or amend this Agreement, in whole or in part, or to free any or all of the property constituting said trust estate from the terms of said trust. I intend that this trust qualify as a Qualified Personal Residence Trust for purposes of the federal estate and gift tax laws, and I direct that the terms of this Agreement may be amended by the Trustee solely for the purpose and to the extent necessary to qualify this trust as a Qualified Personal Residence Trust for purposes of the federal estate and gift tax laws, and any other existing or hereafter promulgated legislative or administrative requirement thereunder, including with respect to the Qualified Annuity Trust, if any, administered under paragraph (f) of Item II, the qualification of the annuity interest under such laws and legislative or administrative requirements.

IN WITNESS WHEREOF, I have set my hand and seal, on the day and year first above written, both as Grantor and as Trustee.

Melinda Mathews
Witness

Carolyn B. Reed (SEAL)
CAROLYN B. REED, as Grantor and as Trustee

Linda Kay Hill
Witness

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that CAROLYN B. REED, whose name as Grantor and as Trustee aforesaid is signed to the foregoing instrument, and who is personally known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the date indicated therein.

Given under my hand and seal this 31st day of December, 2007.

Reva D. Ramey
Notary Public
My Commission Expires: 1-7-2009

(SEAL)

EXHIBIT "A"

Cash - $5.00