

SAM A. FINOCCHIO LIVING TRUST
(Amended & Restated April 17, 2009)

DECLARATION OF TRUST, made as of this 17th day of April, 2009, between SAM A. FINOCCHIO, having an address at 1508 King George Drive, Alabaster, AL 35007, as Grantor (hereinafter referred to as the "Grantor"), and SAM A. FINOCCHIO, having an address as aforesaid, as Trustee (hereinafter referred to as the "Trustee").

WITNESSETH:

WHEREAS, the Grantor previously created the following revocable trust: SAM A. FINOCCHIO LIVING TRUST Dated March 2, 2007. The Grantor wishes to amend and restate entirely the terms of the original trust dated March 2, 2007 effective on this 17th day of April, 2009; and

WHEREAS, the Grantor desires to entirely amend and restate the terms of the trust incorporating the property, together with such monies, securities and other assets as the Trustees hereafter may hold or acquire hereunder (said property, monies, securities and other assets, together with any additions thereto received pursuant to the Grantor's last will and testament or as death benefits or otherwise, being hereinafter referred to as the "trust estate"), as hereafter provided.

NOW, THEREFORE, in consideration of the covenants herein contained and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Grantor hereby transfers, conveys, assigns and delivers to the Trustee as and for the trust estate the property more particularly described in Schedule A hereto, to hold the same, and any other property which the Trustee hereafter may acquire, **IN TRUST**, for the purposes and upon the terms and conditions hereinafter set forth:

ARTICLE ONE

Directions of Grantor

The Trustee shall hold, manage, invest and reinvest the trust estate for the benefit of the Grantor, shall collect the income therefrom, and shall pay any part or all of the income and principal to the Grantor or to whomever the Grantor from time to time may direct in writing.

Until the Grantor hereafter may direct to the contrary, the net income shall be paid to the Grantor at least monthly.

Any income not so paid or applied shall be accumulated and added to the principal of this trust at least quarter-annually.

ARTICLE TWO

Disability of Grantor

If at any time the Grantor, in the judgment of the successor Trustee, shall be under any legal disability or shall be unable to manage properly his affairs by reason of illness or mental or physical disability (whether or not a court of competent jurisdiction has declared the Grantor incompetent or mentally ill or has appointed a conservator or other legal representative for the Grantor), the successor Trustee may pay or apply so much or all of the net income and the principal of the trust estate as the successor Trustee deems necessary or advisable for the health, education, maintenance or support of the Grantor. Any income not so paid or applied shall be accumulated and added to the principal of this trust at least quarter-annually.

In making any payment hereunder, the successor Trustee may consider, but shall not be required to consider, the income and other resources of the Grantor. No such payment shall be charged upon a subsequent division of the trust estate against the principal of any share which may be set apart for any beneficiary hereunder.

ARTICLE THREE

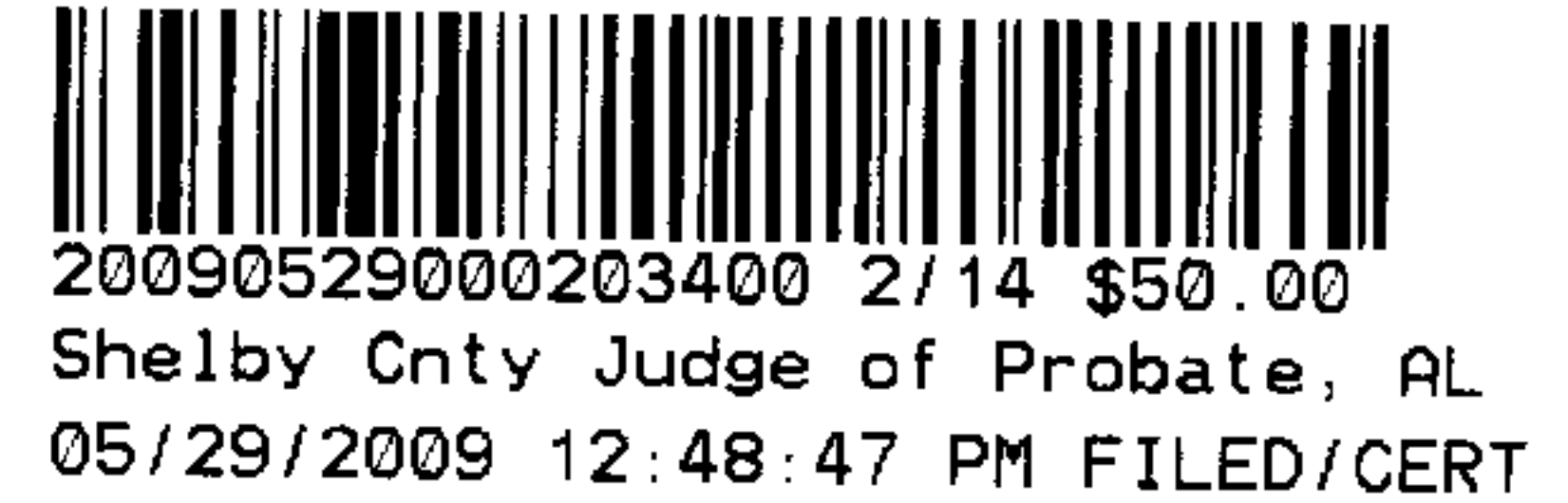
Cash Payment

Upon the death of the Grantor, the Trustee shall pay the sum of Ten Thousand Dollars (\$10,000.00) to BOBBIE WARREN, if she shall survive the Grantor.

ARTICLE FOUR

Successor Beneficiaries

(a) **Separate Trust for ROSE WEGGENT.** Upon the death of the Grantor, the Trustee shall set aside and hold sufficient funds of this Trust, determined in the discretion of the successor trustee, in a separate trust for the benefit of the Grantor's surviving sister ROSE WEGGENT for her life. The Trustee shall hold, manage, invest and reinvest said separate trust assets, shall collect the income therefrom, and shall pay the net income to the beneficiary of the trust, in convenient installments but at least quarter-annually. In addition, the Trustee may pay such principal of said Trust to the beneficiary of the trust or for their benefit as determined in the Trustee's discretion. The trust shall be used for the health, maintenance and support of the Grantor's sister. Upon the death of the last of the Grantor's sister ROSE WEGGENT, any funds then remaining in the separate trust shall be distributed free of trust pursuant to Paragraph (b) below; and



(b) Upon the death of the Grantor, all remaining funds in the Trust not allocated to the above separate trust in (a) shall be paid and distributed as follows:

- (1) 16.66 % to FRANK WEGENT, if he survives me, if he does not then, equally to SAMMY WEGENT and PATRICK WEGENT, per stirpes.
- (2) 11.11 % to NELLIE WAITS, if she survives me, if she does not then, 2.78 % to CHRIS WAITS and 8.33 % to ANNE WREN, per stirpes.
- (3) 5.55 % to CHRIS WAITS, if he survives me, if he does not then, to his children, per stirpes.
- (4) 16.66 % to ROSEANNE FOWLER, if she survives me, if she does not then, equally to JENNIFER STUENKEL and MICHELLE HYCHE, per stirpes.
- (5) 16.66 % to the children of JOE FINOCCHIO divided equally, among JOEY FINOCCHIO, PROVIDENCE FINOCCHIO, ROSE FINOCCHIO and PAT FINOCCHIO and MICHAEL FINOCCHIO, per stirpes.
- (6) 16.66 % to PAULETTE GARY, if she survives me, if she does not then, equally to EVE SMITH and BART HERRING, per stirpes.
- (7) 16.66 % to MARY JO MATRANGA, if she survives me, if she does not then, equally to DOMINQUE HICKS and CHRISTOPHER MATRANGA, per stirpes.

ARTICLE FIVE

Use of Principal

The Trustee is authorized, at any time and from time to time, to pay to, or apply to the use of, the beneficiary of any trust held hereunder, for such beneficiary's health, education, maintenance or support, any part or all of principal of such trust as the Trustee may determine in the absolute discretion of the Trustee, without necessarily taking into account other resources available to such beneficiary. No such payment shall be charged upon a subsequent division of the trust estate against the principal of any share which may be set apart for a beneficiary.

ARTICLE SIX

Distributions To Minors Or Incompetents

In any case in which the Trustee is authorized or directed by any provision of this Declaration to pay or distribute income or principal to any person who shall be a minor or incompetent, the Trustee, in the absolute discretion of the Trustee and without authorization of any court, may pay or distribute the whole or any part of such income or principal to such minor or incompetent personally, or may apply the whole or any part thereof directly to the health, education, maintenance or support of such minor or incompetent, or may pay or distribute the whole or any part thereof to the guardian, committee, conservator or other legal representative, wherever appointed, of such minor or incompetent or to the person with whom such minor or incompetent may from time to time reside, or in the case of a minor, may pay or distribute the

whole or any part thereof to a custodian for such minor under any gifts to minors or transfers to minors act. Evidence of such payment or distribution or the receipt therefor by the person to whom any such payment or distribution is made shall be a full discharge of the Trustee from all liability with respect thereto, even though the Trustee may be such person.

The Trustee, in the absolute discretion of the Trustee, may defer payment or distribution of any or all income or principal to which a minor may be entitled until such minor shall attain the age of twenty-one (21) years, or to make such payment or distribution at any time and from time to time, during the minority of such minor, holding the whole or the undistributed portion thereof as a separate fund vested in such minor but subject to the power in trust hereby given to the Trustee to administer and invest such fund and to use the income or principal thereof for the benefit of such minor as if such fund were held in trust hereunder. No bond or other security and no periodic accounts shall be required with respect to such fund, and the same shall be subject to commission as if it were a separate trust fund. The Trustee shall pay and distribute any balance of such fund to such minor when such minor shall attain the age of twenty-one (21) years. Except as is herein above provided, if such minor shall die before attaining the age of twenty-one (21) years, the Trustee shall pay and distribute such balance to the personal representatives, executors or administrators of the estate of such minor.

The word "minor", wherever used in this Article SIX, shall mean any person who has not attained the age of twenty-one (21) years.

ARTICLE SEVEN

Payment of Debts

Upon the death of the Grantor, the Trustee may pay from the principal of the trust estate the amount of any estate or death taxes, by whatever name called, imposed under the laws of any jurisdiction by reason of the Grantor's death, whether in respect of property passing under this Declaration or the Grantor's last will and testament or otherwise, and the amount of all of the debts which the Grantor's estate must pay, the expenses of his last illnesses and funeral, and the expenses of administering his estate. The Trustee may rely upon the written certification of the personal representatives, executors or administrators of the Grantor's estate as to the amount of any such tax, debt or expense, without any duty to inquire as to the correctness thereof, and, in its discretion, may make payment thereof either to said personal representatives, executors or administrators or to the taxing authority or person to whom such amount is owed.

ARTICLE EIGHT

Grantor's Right to Revoke or Amend

The Grantor reserves the right, at any time during the life of the Grantor and without the consent of any person or notice to any person other than the Trustee, to amend or revoke in whole or in part this Declaration or any trust created hereunder, including the right to

change the terms or beneficiaries thereof, by delivering to the Trustee written notice of such amendment or revocation signed by the Grantor. This Declaration shall become irrevocable upon the death of the Grantor. No amendment of this Declaration, however, shall increase the obligations or reduce the commissions of the Trustee without the consent of the Trustee. Upon any such revocation, the Trustee shall deliver to the Grantor all property in the possession or control of the Trustee with respect to any trust which has been revoked and shall execute and deliver any instruments necessary to release any interest of the Trustee in such property. The sale or other disposition by the Grantor of the whole or any part of the trust estate held hereunder shall constitute as to such whole or part a revocation of this Declaration and the trust or trusts affected thereby.

The Grantor reserves the power and right during the life of the Grantor to collect any rent, interest or other income which may accrue from the trust estate and, in his sole discretion, to accumulate such income as a trust asset or to pay such income to the Grantor individually and not in any fiduciary capacity. The Grantor further reserves the power and right during life of the Grantor to mortgage or pledge all or any part of the trust estate as collateral for any loan.

ARTICLE NINE

Powers of Trustee

In the administration of any property, real or personal, at any time forming a part of the trust estate, including accumulated income, and in the administration of any trust created hereunder, the Trustee, in addition to and without limitation of the powers provided by law, shall have the following powers to be exercised in the absolute discretion of the Trustee, except as otherwise expressly provided in this Declaration:

- (a) To retain such property for any period, whether or not the same is of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such retention may have upon the diversity of investments;
- (b) To sell, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, such property, at public or private sale, with or without security, in such manner, at such times, for such prices, and upon such terms and conditions as the Trustee may deem advisable;
- (c) To invest and reinvest in common or preferred stocks, securities, limited liability companies, investment trusts, mutual funds, regulated investment companies, bonds and other property, real or personal, foreign or domestic, including any undivided interest in any one or more common trust funds, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment may have upon the diversity of investments;

(d) To render liquid the trust estate or any trust created hereunder in whole or in part, at any time and from time to time, and to hold unproductive property, cash or readily marketable securities of little or no yield for such period as the Trustee may deem advisable;

(e) To lease any such property beyond the period fixed by statute for leases made by fiduciaries and beyond the duration of any trust created hereunder;

(f) To join or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation or exchange, and to deposit any securities with any committee, depository or trustee, and to pay any fees, expenses and assessments incurred in connection therewith, and to charge the same to principal, and to exercise conversion, subscription or other rights, and to make any necessary payments in connection therewith, or to sell any such privileges;

(g) To form one or more corporations or limited liability companies, alone or with any person, in any jurisdiction, and to transfer assets to any new or existing corporation or limited liability company in exchange for stock or membership interests; to form one or more partnerships with any person in any jurisdiction, to have any trust or a nominee be a general or limited partner, and to transfer assets to any new or existing partnership as a capital contribution; to enter into one or more joint ventures or associations with any person in any jurisdiction, and to commit assets to the purposes of those ventures or associations; and to retain as an investment for any period any securities, partnership interests or other assets resulting from any such actions;

(h) To vote in person at meetings of stock or security holders and adjournments thereof, and to vote by general or limited proxy with respect to any stock or securities;

(i) To hold stock and securities in the name of a nominee without indicating the trust character of such holding, or unregistered or in such form as will pass by delivery, or to use a central depository and to permit registration in the name of a nominee;

(j) To elect to qualify any trust which is funded with Subchapter S stock as a qualified Subchapter S trust pursuant to Section 1361(d)(3) of the Internal Revenue Code of 1986, as amended, and to administer such trust in accordance with the requirements of said Section in order that the stock and trust will continue to be treated as such for tax purposes;

(k) To initiate or defend, at the expense of the trust estate, any litigation relating to this Declaration or any property of the trust estate which the Trustee considers advisable, and to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the trust estate or any trust created hereunder



20090529000203400 7/14 \$50.00
Shelby Cnty Judge of Probate, AL
05/29/2009 12:48:47 PM FILED/CERT

against others or of others against the same as the Trustee may deem advisable, including the acceptance of deeds of real property in satisfaction of notes, bonds and mortgages, and to make any payments in connection therewith which the Trustee may deem advisable;

(l) To borrow money for any purpose from any source, including any trustee at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by mortgage or pledge of any property;

(m) To possess, manage, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage, deed of trust or similar instrument thereof; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make repairs, replacements and improvements, structural or otherwise, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of real estate taxes, assessments, water charges and sewer rents, repairs, maintenance and upkeep of the same; to permit to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration; to set up appropriate reserves out of income for repairs, modernization and upkeep of buildings, including reserves for depreciation and obsolescence, and to add such reserves to principal and, if the income from the property itself should not suffice for such purposes, to advance out of other income any sums needed therefor, and advance any income of the trust for the amortization of any mortgage, deed of trust or similar instrument on property held in the trust;

(n) To purchase from the legal representatives of the estate of the Grantor or from the trustees of any trust established by the Grantor any property constituting a part of such estate or trust at its fair market value and to make loans for adequate consideration to such legal representatives or trustees, upon such terms and conditions as the Trustee may determine in the absolute discretion of the Trustee;

(o) To carry insurance of the kinds and in the amounts which the Trustee considers advisable, at the expense of the trust estate, to protect the trust estate and the Trustee personally against any hazard;

(p) To make distribution of the trust estate or of the principal of any trust created hereunder in cash or in kind, or partly in kind, and to cause any distribution to be composed of cash, property or undivided fractional shares in property different in kind from any other distribution, and to determine the fair valuation of the property so allocated, with or without regard to the tax basis; to hold the principal of separate trusts in a consolidated fund and to invest the same as a single fund; to split trusts for purposes of allocating GST exemptions (within the meaning of Section 2642(a) of the Internal Revenue Code); and to merge any trusts which

have substantially identical terms and beneficiaries, and to hold them as a single trust;

(q) To employ and pay the compensation of accountants, attorneys, experts, investment counselors, custodians, agents and other persons or firms providing services or advice, irrespective of whether the Trustee may be associated therewith; to delegate discretionary powers to such persons or firms; and to rely upon information or advice furnished thereby or to ignore the same, as the Trustee in its discretion may determine;

(r) To change the situs and/or governing law of any trust hereunder to any State the Trustee from time to time may deem desirable, and to take such further actions, including without limitation the amendment to the terms of the trust, as may be necessary or advisable to effectuate such change;

(s) To execute and deliver any and all instruments or writings which it may deem advisable to carry out any of the foregoing powers; and

(t) To exercise all such rights and powers and to do all such acts and enter into all such agreements as persons owning similar property in their own right might lawfully exercise, do or enter into.

Except as otherwise provided herein, the Trustee may determine, when there is reasonable doubt or uncertainty as to the applicable law or the relevant facts, which receipts of money or other assets should be credited to income or principal, and which disbursements, commissions, assessments, fees and other expenses should be charged to income or principal. Any distributions or dividends payable in the stock of a corporation, and rights to subscribe to securities or rights other than cash declared or issued by a corporation, shall be dealt with as principal. The proceeds from the sale, redemption or other disposition, whether at a profit or loss, and regardless of the tax treatment thereof, of any property constituting principal, including mortgages or similar instruments and real estate acquired through foreclosure or otherwise, shall normally be dealt with as principal, but the Trustee may allocate a portion of any such proceeds to income if the property disposed of produced no income or substantially less than the current rate of return on trust investments, or if the Trustee shall deem such action advisable for any other reason. The preceding provisions of this paragraph shall not be deemed to authorize any act by the Trustee, which may be a violation of any law prohibiting the accumulation of income.

No person who deals with any Trustee hereunder shall be bound to see to the application of any asset delivered to such Trustee or to inquire into the authority for, or propriety of, any action taken or not taken by such Trustee.

Notwithstanding anything to the contrary contained herein, during such time as any current or possible future beneficiary of any trust created hereunder (other than the Grantor) may be acting as a Trustee hereunder, such person shall be disqualified from exercising any power to make any discretionary distributions of income or principal to himself or herself (unless the discretion to make such distributions is limited by an ascertainable standard within the

meaning of Section 2041(b)(1)(A) of the Internal Revenue Code), or to satisfy any of his or her legal obligations, or to make discretionary allocations of receipts or disbursements as between income and principal. No Trustee who is a current or possible future beneficiary of any trust hereunder (other than the Grantor) shall participate in the exercise of any powers of the Trustee which would cause such beneficiary to be treated as the owner of trust assets for tax purposes.

No Trustee shall be liable for acts or omissions in administering the trust estate or any trust created by this Declaration, except for that Trustee's own actual fraud, gross negligence or willful misconduct. If any Trustee becomes liable as Trustee to any other person who is not a beneficiary in connection with any matter not within the Trustee's control and not due to the Trustee's actual fraud, gross negligence or willful misconduct, such Trustee shall be fully indemnified and held harmless by the trust estate and any trust created hereunder giving rise to such liability, as the case may be, against and in respect of any damages that such Trustee may sustain, including without limitation attorneys' fees. No successor Trustee shall incur any liability, by reason of qualifying as a Trustee hereunder, for the acts or omissions of any predecessor Trustee.

The Trustee is authorized, but not required, to accept any property transferred to the Trustee by any person during such person's lifetime or by such person's last will and testament. Any property so transferred to, and accepted by, the Trustee shall become a part of such trust or trusts created by this Declaration as such person shall direct and may be commingled with the other property in the trust or trusts to which such property has been added and shall be held, administered and disposed of as a part of such trust or trusts.

ARTICLE TEN

Appointment of Trustee

The Grantor appoints himself as Trustee hereunder. The Grantor hereby appoints RONNIE FOWLER, having an address at 5405 Colony Way, Hoover, AL 35226 as successor Trustee hereunder in the event of the death of the Grantor, or his physical or mental incapacity. If RONNIE FOWLER for any reason shall fail or cease to act as Trustee, the Grantor hereby appoints FRANK WEGENT, having an address at 101 Churchill Drive, Maylene, AL 35114, as successor Trustee hereunder. If FRANK WEGENT for any reason shall fail or cease to act as Trustee, the Grantor hereby appoints CHRIS WAITS, having an address at 711 Cambridge Road, Hueytown AL 35023, as successor Trustee hereunder.

The term "Trustee" wherever used herein shall mean the trustee in office from time to time. Any such trustee shall have the same rights, powers, duties, authority and privileges, whether or not discretionary, as if originally appointed hereunder.

No bond, surety or other security shall be required of any Trustee acting hereunder for the faithful performance of the duties of Trustee, notwithstanding any law of any State or other jurisdiction to the contrary.

ARTICLE ELEVEN

Accounts of Trustee

The Trustee, at any time and from time to time, may render to the Grantor an account of the acts and transactions of the Trustee with respect to the income and principal of any trust created hereunder, from the date of the creation of such trust or from the date of the last previous account of the Trustee. After the death of the Grantor, the Trustee, at any time and from time to time, may render an account to the living person or persons who are entitled, at the time of such account, to receive all or a portion of the income of the trusts herein created. The approval of any person of full age, or a guardian or parent of a minor or incompetent person, to whom an account is rendered shall, as to all matters stated therein, be final and binding upon him or such minor or incompetent person, or any persons claiming through him or such minor or incompetent person, as the case may be. A person of full age, or a guardian or parent of a minor or incompetent person, to whom an account is rendered shall be deemed to have approved the account if he assents to the account in writing or if he does not communicate to the Trustee his written objections to the account within sixty days after the receipt of the account (provided the account was accompanied by a notice of said sixty day period within which to raise objections).

The Grantor shall have full power and authority on behalf of all persons interested in any trust hereunder, whether such interest relates to income or principal, to settle any account of the Trustee. Such settlement shall be final and binding upon all persons so interested in such trust. Upon such settlement, the Trustee shall be fully and completely discharged and released from all further liability with respect to acts and transactions set forth in the account so settled.

The Trustee shall not be required at any time to file any account in any court, nor shall the Trustee be required to have any account judicially settled. Nothing herein, however, shall be construed as limiting the right of the Trustee to seek a judicial settlement of any account.

ARTICLE TWELVE

Decisions of Trustee Are Conclusive

The determination of the Trustee in respect of the amount of any discretionary payment of income or principal from any trust established hereunder, and of the advisability thereof, shall be final and conclusive on all persons, whether or not then in being, having or claiming any interest in such trust, and upon making any such payment, the Trustee shall be released fully from all further liability or accountability therefor.

The right of any beneficiary to any payment of income or principal shall in every case be subject to any charge or deduction which the Trustee may make against the same under the authority granted to the Trustee by any law or by this Declaration.

ARTICLE THIRTEEN

Simultaneous Death

For purposes of this Declaration, any beneficiary hereunder shall be deemed to have predeceased the Grantor or any other person upon whose death such beneficiary shall become entitled to receive income or principal unless such beneficiary shall survive the Grantor or such other person by more than thirty days. The provisions of this Declaration shall be construed as aforesaid, notwithstanding the provisions of any applicable law establishing a different presumption of order of death or providing for survivorship for a fixed period as a condition of inheritance of property.

ARTICLE FOURTEEN

Rights of Beneficiaries Are Not Assignable

No disposition, charge or encumbrance on the income or principal of any trust established hereunder shall be valid or binding upon the Trustee. No beneficiary shall have any right, power or authority to assign, transfer, encumber or otherwise dispose of such income or principal or any part thereof until the same shall be paid to such beneficiary by the Trustee. No income or principal shall be subject in any manner to any claim of any creditor of any beneficiary or liable to attachment, execution or other process of law prior to its actual receipt by the beneficiary.

ARTICLE FIFTEEN

Construction

The validity and construction of this Declaration and the trusts created hereunder shall be governed by the laws of the State of Alabama.

The words "in equal shares, per stirpes", wherever used in this Declaration, shall mean that property shall first be divided among the members of the oldest generation of descendants who have a member surviving at the time in question, with each living member taking one share and any deceased member's child or children living at the time in question taking the share to which the deceased member would have been entitled, and likewise down the generations.

Any provision herein which refers to a statute, rule, regulation or other specific legal reference which is no longer in effect at the time said provision is to be applied shall be

deemed to refer to the successor, replacement or amendment to such statute, rule, regulation or other reference, if any, and shall be interpreted in such a manner so as to carry out the original intent of said provision.

For purposes of this Declaration, the disability or incapacity of an individual (including the Grantor or any Trustee) shall be conclusively established by a written statement signed by such individual's then attending physician and filed with the records of any trust established hereunder attesting that, in such physician's opinion, such individual is unable to manage his or her affairs. Such written statement shall be conclusive evidence of such fact, and any third party may rely on same in dealing with any trust established hereunder and shall not be obliged to inquire whether such individual is no longer under such disability or incapacity at the time of such dealings.

Wherever used in this Declaration and the context so requires, the masculine shall include the feminine and the singular shall include the plural, and vice versa.

The captions in this Declaration are for convenience of reference, and they shall not be considered when construing this Declaration.

If under any of the provisions of this Declaration any portion of the trust estate would be held in trust beyond a date twenty-one years after the death of the last survivor of the Grantor and the beneficiaries hereunder in being when this Declaration becomes irrevocable, or such later date permitted by the rule against perpetuities applicable in the State of Alabama; then, upon such date, the trust of such portion shall terminate and the principal, and any unpaid income thereof, shall be paid and distributed to the person or persons then living who would have been entitled to receive the income therefrom had the trust continued, in the proportions to which they would have been so entitled.

ARTICLE SIXTEEN

Binding Effect

This Declaration shall extend to and be binding upon the heirs, personal representatives, executors, administrators, successors and assigns of the undersigned Grantor and upon the Trustee acting hereunder.

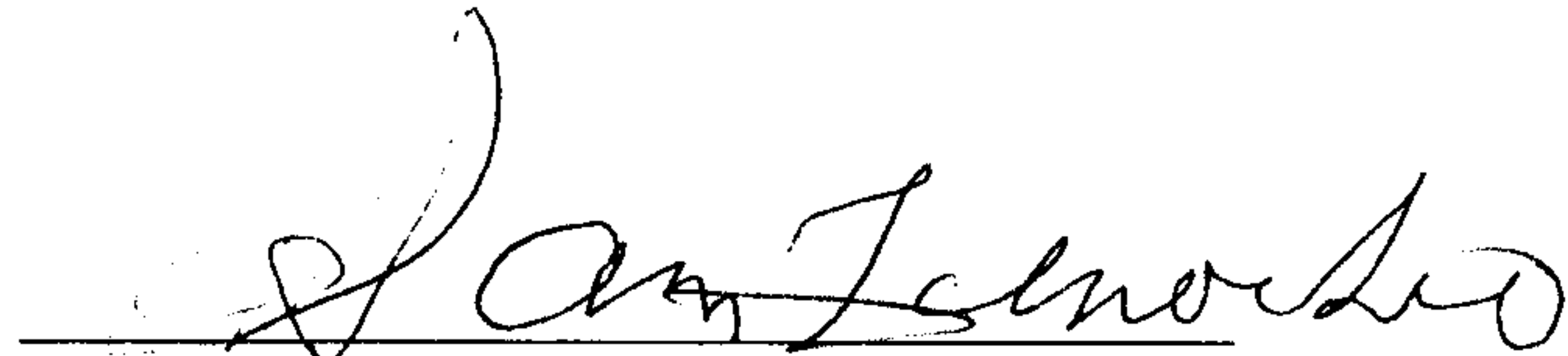
ARTICLE SEVENTEEN

Short Name

This Declaration and the trusts created hereunder may be referred to, in any other instrument, by the name: "**SAM A. FINOCCHIO LIVING TRUST dated March 2, 2007 amended and restated on April 17, 2009**". Any transfers to this Declaration or any trust hereunder may refer to the aforesaid name or to "**SAM A. FINOCCHIO as Trustee under**

SAM A. FINOCCHIO LIVING TRUST dated April 17, 2009", with or without specifying any change in Trustee or any amendment to this Declaration.

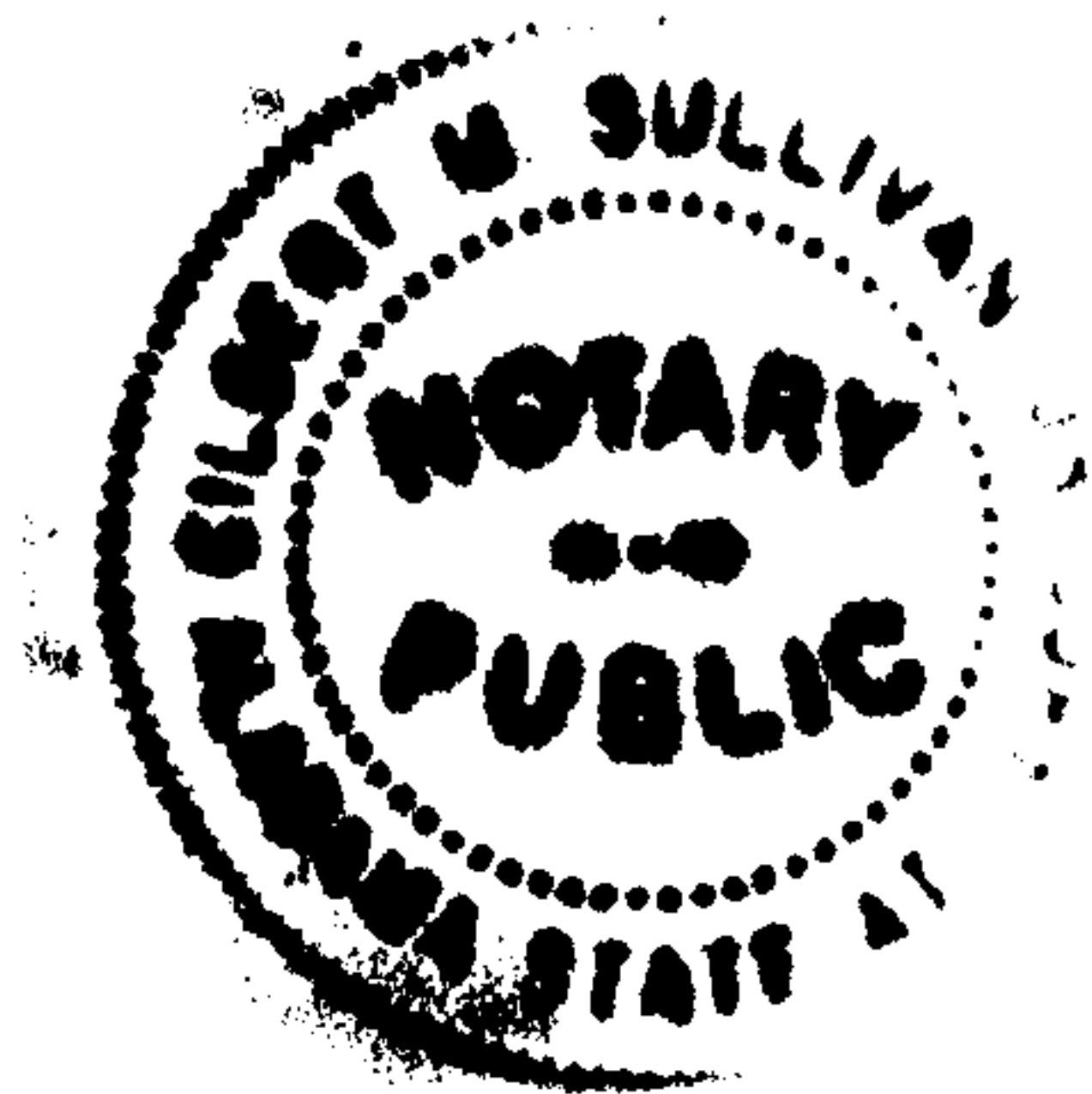
IN WITNESS WHEREOF, this Declaration has been duly executed as of the date first above written.

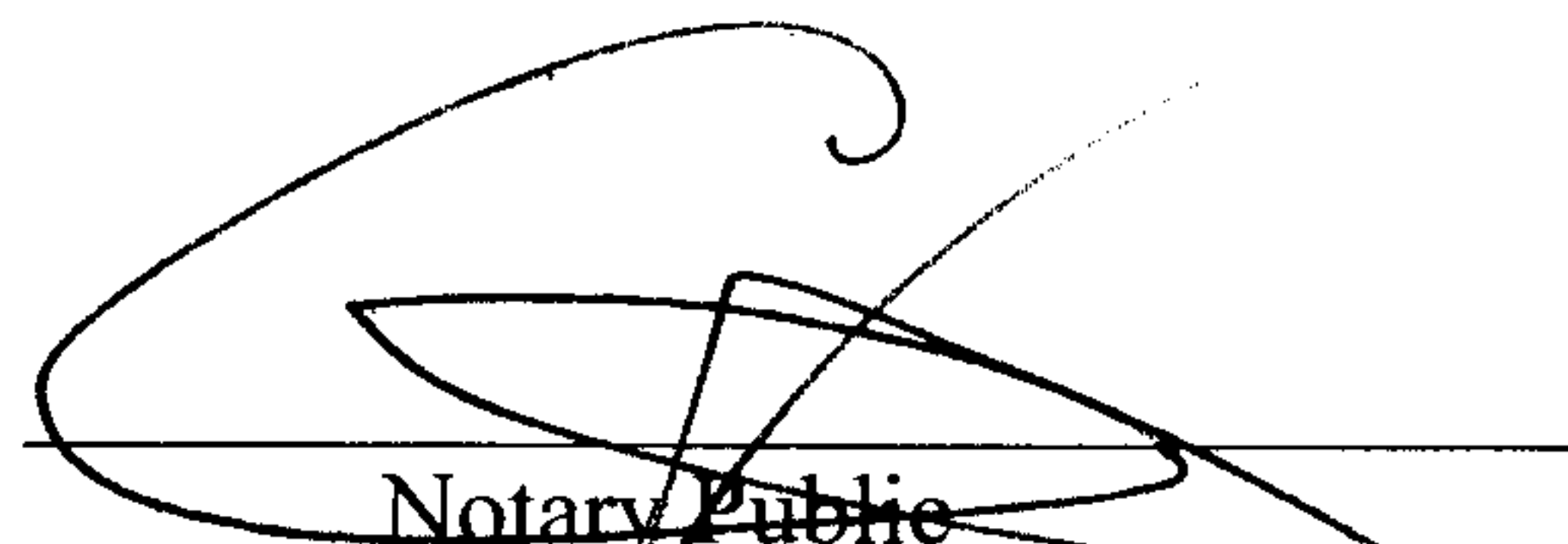

SAM A. FINOCCHIO
Grantor/Trustee

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a notary public, hereby certify that SAM A. FINOCCHIO, whose name 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 this 7th day of April 2009.

Given under my hand and official seal this 7th day of April 2009.




Notary Public
My commission expires on
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 31, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This Instrument was prepared by:
Gilbert M. Sullivan, Jr., Esq.
Gilbert M. Sullivan, Jr. PC
4505 Pine Tree Circle – Suite 201
Birmingham, Alabama 35243

AFFIDAVIT

STATE OF ALABAMA
COUNTY OF SHELBY

We, SAM A. FINOCCHIO, *RONALD FOWLER* and *SAM A. PILATO* ,
the Grantor and witnesses, respectively, whose names are signed to the attached and foregoing
instrument, having been duly sworn, declared to the undersigned officer that the Grantor, in the
presence of the witnesses, signed the instrument as his Amended and Restated Revocable Trust,
that he signed willingly, that he executed the Amended and Restated Revocable Trust as his free
and voluntary act and deed for the purposes therein expressed, that to the best of each of our
knowledge the Grantor was at the time at least 19 years of age, of sound mind and under no
constraint, duress, fraud or undue influence, and that each of the witnesses, in the presence of the
Grantor and each other, signed the Amended and Restated Revocable Trust as witnesses.



SAM A. FINOCCHIO

Grantor

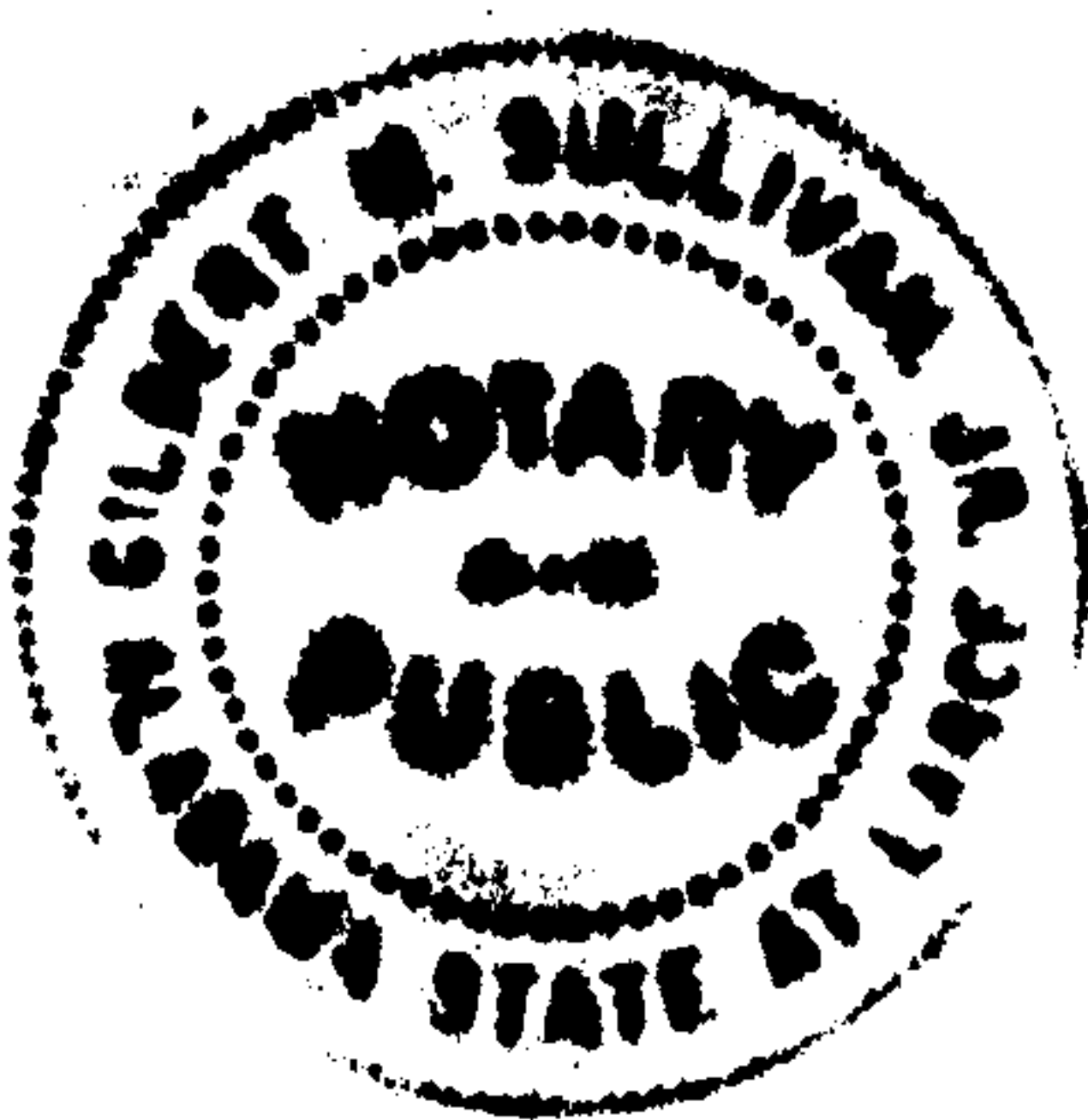


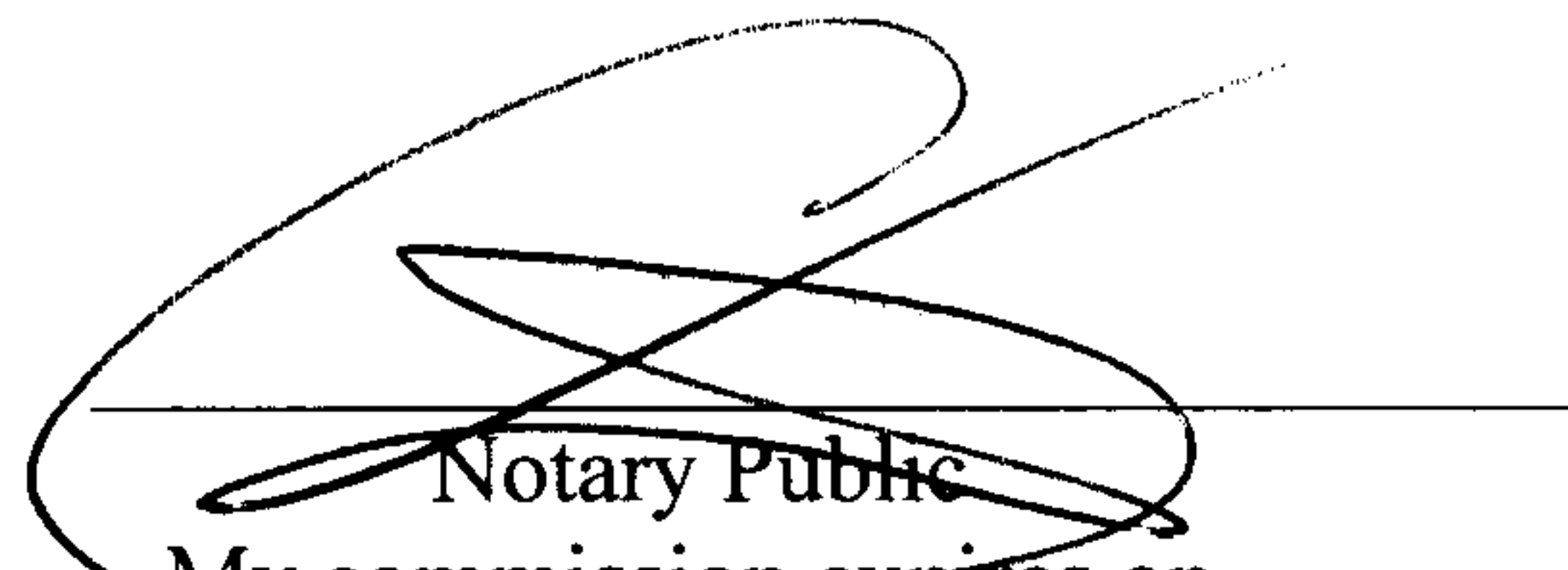
Witness



Witness

Subscribed, sworn to and acknowledged before me by the Grantor, SAM A.
FINOCCHIO, and by *RONALD FOWLER* , and by *SAM A. PILATO* , the witnesses , on April 17
, 2009.





Notary Public
My commission expires on

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 31, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS