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Shelby Cnty Judge of Probate, AL
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CERTIFICATION AND MEMORANDUM OF TRUST

This Certification and Memorandum of Trust is executed this 8th day of January, 2007 by **Linda H. Martin** and **Linda H. Martin**, who is the Settlor and Trustee of the Revocable Living Trust Agreement creating the **Linda H. Martin Revocable Trust** by instrument dated July 16, 2006, and amended by First Amendment thereof dated January 8th, 2007.

1. The provisions of said Trust as amended concerning distributions of income and principal are contained in Article 3, which are not set forth herein for purposes of privacy.

2. The other provisions of said Trust as amended are as follows:

ARTICLE 1: TRUST ESTATE

1.01. Transfer to Trust. The Settlor has transferred and delivered to the Trustee, without consideration to the Settlor, the property described in Schedule A, which is attached hereto and is made a part hereof, the receipt of which is hereby acknowledged by the Trustee. Such property and all property hereinafter subject to this Trust shall constitute the Trust Estate and shall be held, managed, administered, and distributed by the Trustee hereinafter provided.

1.02. Additions to Trust Estate. The Settlor and any other person shall have the right to add property acceptable to the Trustee to this trust, and such property shall become part of the Trust Estate when received and accepted by the Trustee.

ARTICLE 2: REVOCATION AND AMENDMENT OF TRUST

2.01 Revocation or Amendment. **This trust, or any provision thereof, may be amended, altered, revoked, or terminated, in whole or in part, by an instrument in writing signed by the Settlor and delivered to the Trustee.** The trust may not be amended to change the obligations, duties, or rights of the Trustee without the Trustee's written consent to such amendment.

2.02 Disposition on Revocation. If the entire trust is revoked by the Settlor, the Trustee shall transfer to the Settlor all of the then Trust Estate, and shall execute and deliver to the Settlor all instruments that are necessary or appropriate to release all interests of the Trustee in the Trust Estate.

ARTICLE 4: POWERS OF TRUSTEE

4.01. Description of Powers. In order to carry out the purposes of this Trust Agreement, the Trustee, in addition to all other powers granted by law, shall have the following powers and discretion:

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL.

1. To exercise all those powers stated in §19-3-322 of the 1975 Alabama Code, as it exists now or may be hereafter amended or replaced by similar provision; PROVIDED HOWEVER, that the provisions of such Act establishing a conclusive presumption of reasonableness of compensation charged by or paid to a related party are not incorporated herein by reference; and FURTHER PROVIDED, that to the extent any provision of such Act violates §74 (as amended by amendment 40) or other provision of the Alabama Constitution (which prohibit the legislature from authorizing investment in stock of a private corporation), all such powers shall be deemed to have been set forth fully and verbatim here as a power granted by the undersigned, rather than a power granted by the legislature.

2. To exercise all those powers authorized under statutory, equity, or common law, including, without limitation, the power to invest as enumerated in §19-3-120 and §19-3-120.1 et seq. of the 1975 Alabama Code, and to terminate a Trust with a market value of less than $25,000 under §19-3-323 of the 1975 Alabama Code, as such sections now exist or may hereafter amended or replaced by similar provisions.

3. Where the Trustee is a natural person or persons and is not a commercial or professional investment fiduciary, to delegate the Trustee's discretionary authority concerning investments and the making, holding and disposing thereof to persons (whether natural or created under law) with training, knowledge, or experience concerning investments , for such person to act as the Trustee's agent or representative, provided the Trustee acts as a prudent person in selecting and monitoring such agent or representative.

4. To move Trust assets and/or the administration of any Trust from one state to another, whenever the Trustee deems it in the best interest of the Trust or beneficiaries thereof to so move, and the decision of the Trustee regarding same shall be conclusive.

5. If any beneficiary hereunder shall become entitled to receive any payment from the Trustee, whether automatic or discretionary or of income or corpus, at a time when the Trustee determines it would be impracticable or inadvisable to make such payment to the beneficiary because of the beneficiary's physical or mental condition or because of incapacity or legal disability, to apply such income or corpus for the benefit of the beneficiary by making such payment directly to the person with custody of such beneficiary, or directly to any medical or care institution to serve such beneficiary, or to any other person, firm or corporation for any goods, services or expenses whatsoever which the Trustee deems proper; and the Trustee shall be fully and finally released and discharged of any further liability or responsibility for such payments.

6. To sell, exchange, grant, convey, lease or otherwise dispose of, and to grant options for the purchase, lease or exchange of, and to mortgage or otherwise encumber in order to protect or further the interests of my Trust Estate, or the beneficiaries thereof, any of the property (including oil, gas or other minerals) at any time constituting part of my Trust Estate, whether real, personal or mixed, and whether or not for terms extending beyond the administration of this Trust, all upon such terms and conditions (including but not limited to whether to conduct such by public or private transaction) as my Trustee may determine.

7. To vote all shares of stock at any time forming a part of the Trustee Estate at corporate meetings, to waive any notice and give any consent for or with respect to such shares of stock and to give and delegate to any attorney in fact or proxy any power given herein to said Trustee with respect to such shares of stock, and to exercise any rights or options with respect to any such stock.

ARTICLE 5: THE TRUSTEE

5.01. Allocation of Income and Principal. The Trustee shall determine what is income and what is principal of each trust created under this Trust

Agreement, and what expenses, costs, taxes and charges of any kind whatsoever shall be charged against income and what shall be charged against principal in accordance with the applicable statutes of the State of Alabama as they now exist and may from time to time be enacted, amended or repealed.

5.02. Relations with Trustee. No one dealing with the Trustee need inquire concerning the validity of anything the Trustee purports to do, or need see to the application of any money paid or any property transferred to or on the order of the Trustee.

5.03. Limitation of Trustee's Liability. No Trustee appointed under this Trust Agreement shall at any time be held liable for any action or default of the Trustee or the Trustee's agent or of any other person in connection with the administration of the Trust Estate, unless caused by the Trustee's own gross negligence or by a willful commission by the Trustee of an act in breach of trust. Until the Trustee shall receive written notice of any death or other event on which the right to any payment of this trust may depend, Trustee shall incur no liability to any person whose interest may have been affected by that event for disbursements made in good faith.

5.04. Compensation. Settlor hereby waives all fees for the Trustee's services as Trustee hereunder. However, all successor Trustees shall be entitled to reasonable compensation for their services as Trustee.

5.05. Bond. No bond shall be required of the original Trustee hereunder or of any successor Trustees.

5.06 Initial Trustee, Removal and Successor Trustees. Settlor appoints **Linda H. Martin** as initial Trustee hereunder. Such Trustee or any successor may resign at any time upon giving written notice sixty (60) days before such resignation shall take effect to the Settlor and to any remainder beneficiary, and to the parent or guardian, if any, of any minor or incompetent beneficiary.

After the death of Settlor, any Trustee may be removed for reasonable cause in same manner by which a Successor Trustee may be selected. Reasonable causes include:

(i) inability of Trustee and the beneficiaries to agree upon reasonable compensation for the Trustee; (ii) unreasonably poor investment performance; (iii) the removal of all current income beneficiaries from the state wherein any corporate Trustee is licensed to conduct business as a corporate Trustee; (iv) unreasonable inattention to the reasonable needs of the beneficiaries; (v) unreasonable lack of communications between the Trustee and the beneficiaries; (vi) unreasonably inaccurate or unclear transaction statements or statements of account; (vii) unreasonable conflicts between any corporate Trustee and the beneficiaries; (viii) merger, acquisition or a deteriorating financial condition of any corporate Trustee; or (ix) unreasonably high turnover of account officers assigned to any trust created under the trust instrument.

If the initial Trustee herein resigns, is removed, or is unable to continue to act as Trustee, **William N. Parrott** is hereby appointed as first successor Trustee. If he resigns, is removed, or is unable to continue to act as Trustee, **Martha T. Pszyk** is hereby appointed as second successor Trustee. Any further successor Trustee shall be selected within sixty (60) days of notice of resignation by majority vote of such persons who at the time of selection are eligible to receive discretionary payments of income. Any successor Trustee shall succeed as Trustee with like effect as though originally named as such herein, and all authority and powers conferred upon the original Trustee hereunder shall pass to any successor Trustee. The successor Trustee shall not be liable for acts of predecessor Trustees.

If any corporate Trustee designated to act or at any time acting hereunder is merged with or transfers substantially all of its assets to another corporation, or is in any other manner reorganized or reincorporated, the resulting or transferee corporation shall become Trustee in place of its corporate predecessor. Provided however, that any such Trustee may be removed by the procedures herein established, and there shall be no presumption of reasonableness of a corporate Trustee's fees.

5.07. Accounts. The Trustee shall render an account of its administration of each trust hereunder whenever the Trustee decides it proper to do so to the oldest beneficiary or such beneficiary's fiduciary. Such person's written approval of such account shall, as to all matters and transactions stated therein or shown thereby, be final and binding upon all persons, whether in being or not, who are then or may thereafter become interested in, or entitled to share in, either the income or the principal of such trust.

ARTICLE 6: SPENDTHRIFT PROVISION

No interest in income or principal shall be alienated, encumbered, or otherwise disposed of by any income or remainder beneficiary while in the possession and control of the Trustee. If any beneficiaries should attempt to alienate, encumber, or dispose of all or part of the income or grants of principal before the same has been delivered by the Trustee, or if by reason of bankruptcy or insolvency or any attempted execution, levy, attachment, or seizure of any assets remaining in the hands of the Trustee under claims of creditors or otherwise, all or any part of such income or principal might fail to be enjoyed personally by any beneficiary or might vest in or be enjoyed by some other person, then such interest shall terminate. Thereafter, the Trustee may pay to or for the benefit of such beneficiary and/or his or her descendants such income or principal comprising such interest as the Trustee, in the Trustee's discretion shall deem proper until such beneficiary dies.

ARTICLE 7: CONSTRUCTION OF TRUST

7.01. Governing Law. This Trust Agreement shall be governed by the laws of the State of Alabama.

7.02. Severability. If any part, clause, provision, or condition of this Trust Agreement is held to be void, invalid, or inoperative, such shall not affect any other clause, provision, or condition hereof; but the remainder of this Trust Agreement shall be effective as though such clause, provision, or condition had not been contained herein.

7.03. Gender and Number. As used in this Trust Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

7.04. Copies. To the same extent as if it were the original, anyone may rely on a copy of this Trust Agreement certified by a Notary Public to be a true copy of this Trust Agreement. Anyone may rely on any statement of fact certified by anyone who appears from the original Trust Agreement or certified copy thereof to be a Trustee hereunder.

7.05. Agent Under Power of Attorney. The Settlor has reserved certain powers under this instrument. Concerning the exercise of any such power by an agent under a power of attorney heretofore or hereafter executed by Settlor, Settlor directs that such agent shall be authorized to exercise the following powers on behalf of Settlor: all powers relating to removal of the Trustee and selection of any successor trustees. No such agent of Settlor shall be authorized to exercise on behalf of Settlor any right of Settlor to revoke, any right of Settlor to amend the Trust or its provisions, or any right of Settlor to exercise Settlor's discretion to invade corpus.

7.06. Determination of Incapacity. During the existence of the Trust or Trusts herein created, issues may arise from time to time concerning the ability or capacity of a Settlor, a beneficiary, or a Trustee. For determining such issue without the resort to judicial determination of capacity, the following procedure shall govern. In determining whether any Settlor, any Trustee, or any beneficiary has become or remains disabled, incompetent or incapacitated, every Settlor, every Trustee, every beneficiary, and every person with whom any of the foregoing deal hereunder shall be entitled to rely on the **affidavits of two (2) licensed physicians** who are familiar with the condition of the affected person (one of whom shall be his or her primary attending physician) to the effect that he or she is physically and/or mentally unable to properly manage his or her normal business and personal affairs.

3. Any person may rely on this Certification and Memorandum of Trust as proof of the existence and provisions thereof, and is relieved of any obligation to verify that any transaction undertaken by the Trustee or Trustees thereof is consistent with the terms and conditions of said Trust.

4. During the lifetime of **Linda H. Martin**, the taxpayer identification number of said Trust is [redacted]

Linda H. Martin

Linda H. Martin

Sworn to and subscribed before me this 8th day of January, 2007.

Notary Public
My Commission Expires: 6-9-07

NOTARY PUBLIC ALABAMA STATE AT LARGE

Attorney's Certification

I, the undersigned attorney at law, hereby certify: that I am licensed to practice law in the State of Alabama; that I prepared a trust agreement at the request of **Linda H. Martin**, which was executed by the Trustee and Settlor thereof on July 16, 2006 and amended by her on January 8th, 2007; that the foregoing is an accurate summary thereof, less the dispositive provisions; and that said Trust is in full force and effect as of the date thereof.

James E. Smith

This Instrument Prepared By:
JAMES E. SMITH, P.C.
Post Office Box 416
Fairhope, Alabama 36533
Telephone: 334/928-1355

C:\Client\W\Martin LH Cert of Trust Jan07.wpd