

TRUST AGREEMENT

I, Lee B. Fant, of Jefferson County, Alabama, hereby transfer to David G. Belcher, as trustee under the "**DAVID G. BELCHER TRUST**," the property identified on the attached Schedule of Property, which property and all additions, investments, and accretions shall be administered upon the following terms:

ARTICLE I

Irrevocable Trust; Settlor's Retained Rights

I waive irrevocably all rights, power and authority to alter, amend or revoke this instrument or any trust hereby evidenced; provided, however, during my lifetime by written notice to the trustee with specific reference to this power, I, in a non-fiduciary capacity, may add one or more beneficiaries, as a beneficiary of an income interest, as expressly stated in such written notice and in the exercise of my power of appointment, including the extent of any such interest granted, in the David G. Belcher Trust created under this instrument, further provided, however, any such beneficiary or beneficiaries shall then be a charitable organization described in Section 2055(a)(2) of the Code, or any successor section thereto; further provided, however, I retain a general power of appointment, as that term is defined in Section 2041 of the Code, over the principal of the trust, exercisable upon my death, as I may appoint by will specifically referring to this power of appointment; further provided, however, in the event I am (i) treated as the owner of any portion of the David G. Belcher Trust pursuant to Sections 671 through 679 of the Code, or (ii) assessed additional income taxes, interest or penalties in connection with the transfer to and receipt by me of the property that I have, at any time, transferred to the David G.

Belcher Trust, I reserve the right to direct the trustee to distribute to me such amounts of the net income and principal of the trust equal to (y) with respect to clause (i) of this Article I, the incremental taxes reportable by me arising from the inclusion in computing my federal or state taxable income those items of income, deduction and credits against tax of the trust which are attributable to that portion of the trust as to which I am treated as the owner to the extent that such items would be taken into account in computing my federal or state taxable income tax or credits, and (z) with respect to clause (ii) of this Article I, such assessed additional income taxes, interest and penalties, by certifying in writing to the trustee the amount of the incremental taxes reportable by me or the amount of assessed additional taxes, interest and penalties, as the case may be..

ARTICLE II

David G. Belcher Trust

The trust for the benefit of David G. Belcher (and any additional beneficiary that I may add pursuant to Article I and to the extent of the interest expressly granted by me to such additional beneficiary) shall be administered as follows:

A. Commencing on the date of this instrument and until the later of my death and November 1, 2015, the trustee shall distribute to David G. Belcher:

1. Such amounts of the net income and principal of the trust as David G. Belcher may demand in writing delivered to the trustee pursuant to the withdrawal rights described in Article IV of this instrument; and
2. All the net income in convenient installments, but not less often than annually.

B. Upon the later of my death and November 1, 2015, the trustee shall distribute the principal and accumulated income, if any, of the trust to David G. Belcher, outright and free of trust, if he survives me, or if not, *per stirpes*, to the descendants of David G. Belcher who survive me; except that as to any portion distributable to a descendant who has not reached the age of thirty years, I give that portion instead to the trustee to be held in a separate trust named for that descendant and to be administered in accordance with paragraph D of this Article II.

C. Upon the later of my death and November 1, 2015, if neither David G. Belcher nor any of his descendants survives me, the trustee shall distribute the principal and accumulated income, if any, of the trust to Jennifer McDaniel Schafer, presently residing in Atlanta, Georgia, if she survives me.

D. Each separate trust, if any, created for a descendant of David G. Belcher under paragraph B of this Article II shall be administered as follows:

1. Commencing as of the later of my death and November 1, 2015, and until the beneficiary for whom the trust is named has reached the age of thirty years, the trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust, even to the extent of exhausting principal, as the trustee determines from time to time to be required for the health, support, and education of that beneficiary. The trustee shall add any undistributed net income to principal from time to time, as the trustee determines.

2. When the beneficiary has reached the age of thirty years, the trustee shall distribute the remaining principal of the trust to that beneficiary; or if the beneficiary dies before reaching the age of thirty years, then upon the death of

the beneficiary, the trustee shall distribute the remaining trust principal to the beneficiary's estate.

ARTICLE III

Holdback Provisions

Despite the preceding provisions of this instrument, upon the termination of any trust at the end of its stated term under this instrument:

A. Principal which is not effectively appointed and is otherwise distributable to a beneficiary for whom a trust then held hereunder is named shall be added to that trust; and

B. The trustee may elect to withhold any principal which is not effectively appointed and is otherwise required to be distributed to a beneficiary not covered by paragraph A of this Article, who has not reached the age of thirty years or is disabled. The trustee shall retain any principal so withheld in a separate trust named for that beneficiary, to be distributed to the beneficiary when he or she reaches the age of thirty years, or if later, upon the termination of the disability. Until then, the trustee shall apply as much of the net income and principal of the trust as the trustee determines from time to time to be required for the health, support, and education of that beneficiary, adding any undistributed net income to principal from time to time, as the trustee determines. If the beneficiary for whom the trust is named dies before complete distribution of the trust, the trustee shall distribute the remaining principal of the trust to that beneficiary's estate.

ARTICLE IV

Withdrawal Rights

A. David G. Belcher may only exercise a withdrawal right with respect to a contribution of "Gift Property" (as defined in this Article) to his trust, and the demand with respect to such contribution shall not exceed the amount the donor shall specify in writing to the trustee at the time or in advance of (but never after) a contribution of Gift Property, or if the donor does not so specify, the fair market value of such Gift Property determined as of the time it was added to the trust; provided, however, that such demand and withdrawal right of David G. Belcher in a given year shall never exceed the amount equal to the annual gift tax exclusion available to the donor of such property under Code Section 2503(b), or twice that amount if the donor is married at the time of the transfer of such property and makes a gift of donor's separate property.

B. The following provisions shall apply to any withdrawal right available to David G. Belcher under this Article:

1. Unless the donor shall specify in writing to the trustee a different date at the time or in advance of (but never after) a contribution of Gift Property, any demand by David G. Belcher must be made within thirty days after the contribution of Gift Property to the trust.

2. Promptly upon the creation of the trust, the trustee shall notify in writing David G. Belcher of the existence of the withdrawal right granted under this Article, the value of the original contribution of Gift Property to the trust, and the extent of the withdrawal right so granted; and, in addition, the trustee shall give written notice to David G. Belcher of the date, value and extent of the withdrawal right for each additional contribution of Gift Property to his trust,

promptly upon receipt of that contribution, unless actual notice thereof already exists. Upon any contribution of property to a trust, the donor shall advise the trustee in writing of the extent to which the property constitutes Gift Property and the value of that property, and the trustee may rely upon such advice without further inquiry and without liability to the donor or to David G. Belcher, absent bad faith.

3. If David G. Belcher is then disabled, the lawful guardian of David G. Belcher may exercise all rights that David G. Belcher would have under this Article if not disabled and may receive any written notices to which David G. Belcher otherwise would be entitled.

4. As used in this instrument, "Gift Property" means such part or all of any property contributed to the trust, or considered to be contributed to the trust under applicable tax laws, as to which the contribution of such property to the trust is considered a completed gift, in whole or in part, for federal gift tax purposes and the donor or the donor's spouse could claim a gift tax annual exclusion under Code Section 2503(b) if the property were given outright to David G. Belcher to withdraw it pursuant to this Article.

ARTICLE V

Trustee Provisions

A. The Trustee Appointer at any time may appoint any one or more Qualified Appointees as additional or successor trustees; provided, however, that no more than three trustees shall act with respect to any trust at one time. Any appointment of an additional or

successor trustee hereunder shall be in writing, may be made to become effective at any time or upon any event, may be for a specified period or indefinitely, may be for limited or general purposes and responsibilities, and may be single, joint or successive, all as specified in the instrument of appointment. The Trustee Appointer may revoke any such appointment before it is accepted by the appointee. An appointment may be revoked by a subsequent Trustee Appointer unless the instrument of appointment specifies otherwise. In the event that two or more instruments of appointment or revocation by the same Trustee Appointer exist and are inconsistent, the latest by date shall control. The Trustee Appointer shall act only in a fiduciary capacity in the best interests of all trust beneficiaries. For purposes of this instrument:

1. The Trustee Appointer means David G. Belcher, provided he is not disabled, otherwise the beneficiary or beneficiaries to whom the current trust income may or must then be distributed; and

2. A Qualified Appointee means any person who has attained the age of twenty-five years, or any bank or trust company, within or outside the State of Alabama; provided, however, that only one bank or trust company shall act as a trustee of any trust at one time.

B. The trustee shall render a current annual account to each income and principal beneficiary, whether vested or contingent, who so requests in writing each year; in addition, the trustee shall render a list of assets and their estimated fair market values to the personal representative(s) of the Estate of Alan H. Belcher, if such personal representative(s) make a request in writing of such list at any time prior to November 1, 2015, provided that the trustee shall only be obligated to provide such list one time per calendar year. The Trustee Appointer may, without liability, approve the accounts of the trustee at any time by written instrument, with

the same effect as if the accounts had been approved by a court having jurisdiction of the subject matter and of all necessary parties; except that if any person would thereby approve his or her own accounts, then the trustee's accounts can be approved only by those individuals who would be Trustee Appointer if that person were then deceased.

C. Any trustee may resign at any time by giving prior written notice to the Trustee Appointer, and if a successor trustee is not appointed within a reasonable time after the trustee's resignation, the resigning trustee may deposit the trust property with the court having jurisdiction over the administration of the trust. All trusts created under this instrument need not have or continue to have the same trustee. The provisions of this instrument that relate to the trustee shall be separately applicable to each trust held hereunder. While two or more trustees are acting, the following provisions shall apply where the context admits:

1. The corporate trustee, if any, shall have custody of the trust property and of the books and records of the trustees;
2. With respect to any matter as to which two or more trustees have joint authority, a trustee, by written notice, may temporarily delegate any or all of that trustee's rights, powers, duties, and discretion as trustee to any other trustee sharing that authority, with the consent of the latter;
3. The trustees may establish bank and brokerage 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 trustee;
4. Any trustee alone may perform on behalf of the trustees all acts necessary for the acquisition, sale and transfer of personal and real property, including the giving of directions and the signing and endorsing of checks and

other negotiable instruments, stock and bond certificates and powers, deeds of real estate and related transfer documents, applications, tax forms and other forms or documents; and no person dealing with the trustees need inquire into the propriety of any such act if such trustee certifies in writing to that person that the trustees have approved that act;

5. 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 days after a written request for approval, and a trustee shall not be required to continue to make a proposal which has been disapproved on at least two occasions if that trustee has informed each disapproving co-trustee that continued disapproval will be assumed until notice to the contrary has been received; and

6. The trustees may execute documents by jointly signing one document or separately signing concurrent counterpart documents.

D. Unless specifically provided otherwise, at any time when more than one person is designated to act in the same fiduciary capacity, the action or decision of a majority in number shall control; and a person who does not vote or does not concur in any vote shall not be liable for any act or failure to act of the others.

E. If any individual entitled to act under the preceding provisions of this Article is then disabled and such disability does not otherwise disqualify the individual from acting, the lawful guardian of that individual may sign the instrument of appointment or approval on his or her behalf.

F. 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 predecessor.

G. Any person designated to act in a fiduciary capacity may release or renounce any or all powers granted hereunder at any time by written instrument filed with the trust records, and, if so specified, that release or renunciation shall bind all successors acting in that fiduciary capacity. Except as otherwise provided in the preceding sentence, the incumbent trustee shall have all of the title, powers, and discretion granted to the original trustee, without court order or act of transfer. No successor trustee shall be personally liable for any act or failure to act of a predecessor trustee.

H. If the terms of this instrument or applicable law prohibit any acting trustee from exercising a power or discretion hereunder, or from acting with respect to any property, asset, interest or claim owned by me or any trust created hereunder, then the trustee is authorized to appoint, employ, remove and compensate any person (other than me or a descendant of mine) or corporate fiduciary capable of exercising that power or discretion or so acting with regard to such property, asset, interest or claim, in such manner and upon such terms and conditions (including the power to establish a trust and employ as trustee any person or corporate fiduciary, including any affiliated company, capable of acting with regard to such property, asset, interest or claim) as the trustee deems acceptable and to treat as an expense of the trust any compensation, charges and expenses so paid. Any such fiduciary shall be permitted to act without giving bond. If any such fiduciary is appointed, I give to such person or corporation, in addition to the powers conferred by law of its situs, all of the rights, powers and discretion that

are set forth or referred to in a later Article of this instrument (including the power to sell real or personal property at public or private sales for any purpose and to hold title to property in the name of a nominee), to be exercised without court order; provided, however, that in the exercise of any power granted, such fiduciary shall first consult with and obtain the written consent of the trustee acting generally at the time before taking any action whatsoever.

ARTICLE VI

Financial and Other Powers

A. In addition to all powers granted by law, the trustee shall have the following powers with respect to each trust held under this instrument, exercisable in the discretion of the trustee:

1. To collect the income on trust property.
2. To compromise, abandon, adjust and settle in the trustee's discretion any claim in favor of or against the trust.
3. To hold and retain without liability for loss or depreciation any property or securities transferred to the trustee or to which the trustee becomes entitled, including any partnership interest (whether general, limited or special), shares of regulated investment companies or trusts (whether open-end or closed-end), interests as members in limited liability companies, stock or interest in any family corporation, partnership or enterprise, without regard to any statutory or constitutional limitations applicable to the investment of funds and though the retention might violate principles of investment diversification, so long as the trustee shall consider the retention for the best interests of the trust.
4. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, auction, convey, exchange, transfer, lease or rent for a period beyond the term of the trust (or for a lesser period) for improvement or otherwise, or to grant options, or otherwise dispose of all or any portion of the trust in such manner and upon such terms and conditions as the trustee may approve.
5. To invest and reinvest the trust or any portion thereof in such loans, bonds, common or preferred stocks, notes, mortgages, participations in mortgages, common trust funds, securities, shares of regulated investment

companies or trusts, currencies, partnerships (whether general, limited, or special), interests as members in limited liability companies, or other property, real or personal (including undivided interests therein and partial interests such as life estate, term or remainder interests), domestic or foreign, or to purchase and sell options (including listed options), or to exercise options, rights, or warrants, and to purchase securities or other property as the trustee may deem suitable, whether so-called "legal" investments of trust funds or not, provided, however, that the corporate trustee, acting alone, is authorized to make temporary investments in interest-bearing securities and notes, and to purchase and sell fractional shares and subscription rights to which the trust may become entitled.

6. To vote any stock or other security held hereunder in person, or by special, limited or general proxy, with or without power of substitution, or to refrain from voting the same, and to waive notice of any meeting and to give consent for or with respect thereto; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation.

7. To continue or dispose of any business enterprise without liability therefor, whether such enterprise be in the form of a sole proprietorship, partnership, corporation, limited liability company or otherwise, and to develop, add capital to, expand or alter the business of such enterprise; to liquidate, incorporate, reorganize, manage or consolidate the same, or change its charter or name; to enter into, continue or extend any voting trust for the duration of or beyond the term of the trust; to appoint directors and employ officers, managers, employees or agents (including any trustee or directors, officers or employees thereof) and to compensate and offer stock options and other employee or fringe benefits to them; and in exercising the powers in relation to such business enterprise, to receive extra or extraordinary compensation therefor.

8. To subdivide or otherwise develop, and to change the use or purpose of, any real estate constituting a part of the trust into residential, recreational, commercial, cemetery, or other usage; to construct, alter, remodel, repair or raze any building or other improvement located thereon; and to release, partition, vacate, abandon, grant easements in or over, dedicate or adjust the boundaries as to any such property. The trustee shall not be liable for any loss or depreciation in value sustained by the trust as a result of the trustee abandoning any property, unless the trustee acted with gross negligence.

9. To operate farms and woodlands with hired labor, tenants or sharecroppers; to acquire real estate, crop allotments, livestock, poultry, machinery, equipment, materials, and any other items or production in connection therewith; to clear, drain, ditch, make roads, fence and plant part or all of such real estate, and to employ or enter into any practices or programs to conserve, improve or regulate the efficiency, fertility and production thereof; to improve,

sell, auction or exchange crops, timber or other products thereof; to lease or enter into other management, cutting production or sales contracts for a term beyond the possible termination of the trust or for a lesser period; to employ the methods of carrying on agriculture, animal husbandry and silviculture which are in use in the vicinity of any of such real estate or which the trustee deems otherwise appropriate; to make loans or advances at interest for production, harvesting, marketing or any other purpose hereunder, in such manner and upon such terms and conditions as the trustee may approve; and in general to take any action which the trustee deems necessary or desirable in such operation of farms and woodlands.

10. To drill, explore, test, mine or otherwise exploit oil, gas, or other mineral or natural resources; to engage in absorption, repressuring, and other production, processing or secondary recovery operations; to install, operate and maintain storage plants and pipelines or other transportation facilities; to engage in any of the above activities directly under such business form as the trustee may select or to contract with others for the performance of them; and to enter into and execute oil, gas, and mineral leases, division and transfer orders, grants, farm-out, pooling or unitization agreements, and such instruments or agreements in connection therewith as the trustee deems necessary or desirable.

11. To borrow money from any lender, including the trustee, for such time and upon such terms as the trustee sees fit, with or without security on or mortgage of any real property or upon pledge or any personal property held hereunder, and to execute mortgages or collateral agreements therefor as necessary.

12. To advance money to or for the benefit of any trust for any purpose of the trust, and the trustee shall be reimbursed for the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.

13. To enter into, execute and be a party to any agreement, covenant, or other instrument related to the settlement of that certain litigation case currently pending in the Circuit Court of Bibb County, Alabama (Civil Action Number CV-2009-000039), including without limitation any Confidential Settlement Agreement, General Mutual Release and Agreement to Convey Assets and any Agreement and Covenant Not to Encumber, Convey, Assign or Otherwise Transfer Real Property related to such litigation case; and in connection with any such agreement, covenant or other instrument, to indemnify (jointly and severally) the personal representative(s) of the Estate of Alan H. Belcher, the Trustee(s) of the AHB Revocable Trust and their attorneys and accountants for the payment of any estate or income taxes, interest and penalties thereon, other penalties and charges, and legal and accounting fees and expenses related to the Estate of Alan H. Belcher or the AHB Revocable Trust;

14. To lend money to the personal representative of my estate and to purchase property from the personal representative of either estate and retain it for any period of time without limitation, and without liability for loss or depreciation in value, notwithstanding any risk, lack of productivity, or lack of diversification.

15. To hold money in a custody arrangement while awaiting distribution or investment under the terms hereof, even though such money be commingled with other funds of the trustee (in which case the trustee shall keep a separate account of the same on the books of the trustee), and the trustee shall not be required to pay interest thereon.

16. To appoint, employ, remove and compensate such attorneys, agents and representatives, individual or corporate, as the trustee deems necessary or desirable for the administration of the trust, and to treat as an expense of the trust any compensation so paid.

17. To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the trustee, in the name of a nominee, or in unregistered form.

18. To keep any property constituting a part of said trust properly insured against hazards, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon said property, and to create reserves for depreciation, depletion or such other purposes as the trustee deems necessary or desirable.

19. To determine whether any money or property coming into the hands of the trustee shall be treated as a part of the principal of the trust or a part of the income therefrom, and to apportion between principal and income any loss or expenditure in connection with the trust, in each case in accordance with the provisions of the Alabama Uniform Principal and Income Act, if applicable, or if not applicable, as the trustee may deem just and equitable; provided, however, that any proceeds received by the trustee from any "retirement plan," meaning any qualified pension, profit sharing, stock bonus, Keogh or other qualified plan, trust, contract, account, annuity, or bond, or individual retirement account, as those terms are defined in the Code, or any non-qualified deferred compensation agreement, salary continuation agreement, or similar arrangement, shall be treated by the trustee as principal, except that any income earned within the retirement plan from such proceeds as a result of an installment or similar election or any other deferral of payment of the retirement plan's proceeds to the trustee shall be treated by the trustee as income when received.

20. To pay from income any expenses reasonably necessary for the administration of the trust, and in the event the income is insufficient for such payments, the same shall be paid from the principal thereof.

21. To exercise any power hereunder, either acting alone or jointly with others.

22. To pay the funeral and burial expenses of any beneficiary from the principal of the trust from which income has been payable to such beneficiary.

23. To allocate, divide, and distribute trust property in cash or in kind, or partly in each, to value any such property for those purposes, and to allocate different kinds or disproportionate shares of property or undivided interests in property among the recipients, without liability for, or obligation to make compensating adjustments by reason of, different tax characteristics such as disproportionate allocations of unrealized gain for federal income tax purposes or different treatment under the federal generation-skipping transfer tax rules, all as the trustee determines to be in the best interests of the beneficiaries;

24. To deal with the fiduciary or fiduciaries of any other trust or estate, even though the trustee is also the fiduciary or one of the fiduciaries of the other trust or estate.

25. To merge and consolidate at any time after the death of the last to die of my spouse and me all the trust property with the trust property of any trust created by my spouse or me during life or by will and held by the same trustee for the benefit of the same persons who are beneficiaries hereunder, upon substantially the same terms and conditions as those set forth herein, and thereafter to administer the trust property as a single trust hereunder.

26. To make purchases and sales, outright or financed, by way of short sales, puts, calls, straddles, and sales against the box, on margin or otherwise, covered or uncovered, whether of commodities, precious metals, financial instruments, contracts for future delivery, or other investment media, however speculative, and for the purpose of enabling the trustee to exercise the powers granted under this subparagraph, to maintain or operate margin accounts, discretionary accounts, or any other type of brokerage accounts, and to pledge or mortgage the trust property as security for loans or advances made to the trustee in conjunction with any transactions permitted under this subparagraph.

27. To retain or invest in (alone or jointly with others) life insurance, annuity or endowment policies, or policies incorporating combined life, annuity or endowment features ("insurance policies"), in such form, on such life or lives and on such terms as the trustee considers advisable.

28. To (i) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to contain, clean up or remove

any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state, or federal agency concerned with environmental compliance, or by a private litigant; (iv) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions. Any expenses incurred by the trustee under this subparagraph may be charged against income or principal as the trustee shall determine.

29. To receive any property, real or personal, to be added to the trust from my spouse or me in any event (and if the trustee consents in writing, from any other person) by lifetime or testamentary transfer or otherwise; provided, however, that the trustee may require, as a prerequisite to accepting property, that the donating party provide evidence satisfactory to the trustee that (i) the property is not contaminated by any hazardous or toxic materials or substances; and (ii) the property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release, or discharge of any hazardous or toxic materials or substances.

30. To sever any trust (the "original trust") into two or more separate trusts, to allocate to a separate trust any property that otherwise is to be added to a trust under this instrument, and to merge and consolidate two or more trusts that have substantially similar terms into a single trust. Trusts created by severance under this subparagraph shall be substantially identical in all respects to the original trust so that the terms of the new trusts, in the aggregate, provide for the same succession of interests of beneficiaries as are provided in the original trust, but the trustee may not exercise any power under this subparagraph in a manner that would cause any trust created by severance not to be eligible for any federal tax deduction, exclusion, election, exemption or other special federal tax status for which the original trust was eligible. In managing, investing, administering, and distributing the trust property of any separate trust and in making applicable tax elections, the trustee may consider the differences in federal tax attributes and all other factors the trustee believes pertinent and may make disproportionate distributions from the original and separate trusts created. Each trust created by severance shall be treated as a separate trust for all purposes from and after the date on which the severance is effective. If one of the trusts created pursuant to this subparagraph is entirely exempt from federal generation-skipping transfer tax and one is wholly subject to that tax, the trust that is entirely exempt from federal generation-skipping transfer tax shall have the phrase "GST Exempt" added to its name.

31. To make such elections and allocations under the tax laws permitted to be made by the trustee as the trustee considers advisable (whether or not the election relates to trust property), without regard to, or adjustments between principal and income or the relative interests of the beneficiaries.

B. The powers granted in this Article may be exercised even after termination of all trusts hereunder until actual distribution of all trust principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities.

C. To the extent that such requirements can legally be waived, no trustee hereunder shall ever be required to give bond or security as trustee, or to qualify before, be appointed by, or account to any court, or to obtain the order or approval of any court respecting the exercise of any power or discretion granted in this instrument.

D. The trustee's exercise or nonexercise of powers and discretions in good faith shall be conclusive on all persons. No person paying money or delivering property to any trustee hereunder shall be required or privileged to see to its application. The certificate of the trustee that the trustee is acting in compliance with this instrument shall fully protect all persons dealing with the trustee.

E. The compensation of a corporate trustee shall be in accordance with its published schedule of fees as in effect at the time the services are rendered. Such compensation may be charged to principal or to income or partly to each in the discretion of the corporate trustee.

F. The trustee shall not be personally liable to any beneficiary or other party interested in the trust, or to any third parties, for any claim against the trust for the diminution in value of trust property resulting from matters involving hazardous substances, including any reporting of or response to (i) the contamination of trust property by hazardous substances, or (ii) violations of any environmental laws related to the trust; provided that the trustee shall not be excused from

liability for its own gross negligence in administration of the trust property or wrongful or willful acts.

G. Notwithstanding any contrary provision of this instrument, the trustee may withhold a distribution to a beneficiary from a trust hereunder until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the trustee against any claims filed against the trustee as an "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended, or any regulation thereunder, or any other environmental law; provided that the trustee may not take any action under this paragraph which would in any way impair any right of withdrawal described in Article V of this instrument.

H. Notwithstanding any other provision of the David G. Belcher Trust created under this instrument, the trustee shall not in any way whatsoever create or permit any liens or encumbrances (other than such liens or encumbrances as are in existence on the date of the David G. Belcher Trust), or convey, assign, mortgage, pledge or otherwise transfer (i) the Partial Moffat Tract, (ii) the Moffat Tract, Bottom Vernontown, and (iii) the Cedar Grove Tract (as such tracts of real property are identified and described in any settlement agreement described in paragraph A, subparagraph 13 of this Article VI) prior to November 1, 2015 and while such tracts are directly or indirectly owned or otherwise held by the David G. Belcher Trust created under this instrument, without the prior written consent of the Personal Representatives of the Estate of Alan H. Belcher, deceased, which consent shall not be unreasonably withheld. Notwithstanding such restriction, trustee may permit the cutting of timber on such tracts of real property and may use or lease such tracts of real property for recreational purposes.

ARTICLE VII

Administrative Powers and Rules

The provisions of this Article shall apply to each trust held under this instrument:

A. The trustee, in the trustee's sole discretion, may expend trust income or distribute principal for the benefit of a beneficiary instead of making distributions directly to that beneficiary. In addition, if a beneficiary eligible to receive income or principal distributions is disabled at the time of distribution, then the trustee may, without further responsibility, make those distributions to the beneficiary directly, to a lawful guardian of the beneficiary, or to a qualified individual or trust company designated by the trustee as custodian for that beneficiary under an applicable Uniform Transfers to Minors Act or similar law. Determinations made by the trustee under this paragraph in good faith shall be conclusive on all persons.

B. All net income accrued or undistributed at the termination of any interest shall be treated as if it had accrued or been received immediately after that termination.

C. In determining whether to make discretionary distributions of net income or principal to a beneficiary, the trustee may consider such circumstances and factors as the trustee believes are relevant, including the other income and assets known to the trustee to be available to that beneficiary and the advisability of supplementing such income or assets, and the tax consequences of any such distribution.

D. Notwithstanding any other provision of this instrument, I hereby limit the general discretionary powers of each fiduciary so that (i) no fiduciary shall participate in any decision that would cause any portion of the trust to be includable in the estate of the fiduciary for federal estate tax purposes, and (ii) no fiduciary may use trust income or principal to discharge the legal obligation of the fiduciary individually to support or educate a beneficiary hereunder. Where a

standard for discretionary distributions or any other discretion of a fiduciary consists of two or more elements, they shall be severable for purposes of determining any fiduciary's ability to participate in a decision under this instrument.

E. To the maximum extent permitted by law, (i) no power of appointment or power of withdrawal shall be subject to involuntary exercise, and (ii) no interest of any beneficiary shall be subject to anticipation, to claims for alimony, maintenance, or support, or to voluntary or involuntary transfer in any event.

F. The trustee shall distribute any trust principal or net income as to which a power of appointment is exercised to the designated appointee or appointees (whether living at the time of exercise or thereafter born) upon such conditions and estates, in such manner (in trust or otherwise), with such powers, in such amounts or proportions, and at such time or times (but not beyond the period permitted by any applicable rule of law relating to perpetuities) as the holder of the power may specify in the instrument exercising the power. To be effective, the exercise of any power of appointment granted hereunder shall make specific reference to the provision creating the power. In determining whether a testamentary power of appointment has been exercised, the trustee, without liability, may rely on a will admitted to probate in any jurisdiction as the will of the holder of the power or may assume the holder left no will in the absence of actual knowledge of one within three months after the holder's death.

G. If at any time after November 1, 2015 the trustee shall determine that the trust for the benefit of David G. Belcher is no longer economical to administer consistent with my intent (in light of the value of the trust property, the number and location of beneficiaries, changes in the law, or other factors that justify its termination, taking into account the relative benefits and burdens of continuing the trust), the trustee, without further responsibility, may (but need not)

distribute the remaining trust principal to David G. Belcher; provided, however, that the trustee shall not exercise this power in a manner that would impair a withdrawal right described in the Withdrawal Rights provisions of this instrument.

H. Notwithstanding any other provision of this instrument, at the end of twenty-one years after the death of the last to die of myself and all descendants of mine who are living on the date of this instrument, the trustee shall distribute the principal of the trust to the beneficiary for whom the trust is named.

I. Upon making any payment or transfer, the trustee shall be discharged as to such payment or transfer without liability for the subsequent application thereof, and when the final payment or transfer is made from the principal of a trust, that trust shall terminate and the trustee shall be fully discharged as to that trust.

ARTICLE VIII

Interpretive Rules

For all purposes of this instrument:

A. In determining who is a descendant of David G. Belcher or of any other person:

1. Legal adoption before the adopted person reached the age of twenty-one years, but not thereafter, shall be equivalent to blood relationship; and

2. A person born out of lawful wedlock and those claiming through that person shall be considered to be descendants of (i) the natural mother and her ancestors, and (ii) if the natural father acknowledges paternity, the natural father and his ancestors, in each case unless a decree of adoption terminates such natural parent's parental rights.

B. Whenever reference is made to the descendants, "*per stirpes*," of a person, representation shall be calculated from the generation of that person's children, whether or not a child of that person in fact is living at the time of calculation.

C. A person shall be considered "disabled" if a minor, if under legal disability, or if in any condition (whether temporary or permanent) which substantially impairs that person's ability to transact ordinary business.

D. No anti-lapse statute shall apply to any disposition of property.

E. The term "trustee" and any pronoun referring to that term designate the trustee or trustees at any time acting hereunder, regardless of number.

F. The term "lawful guardian" means successively in the order named, (i) the court-appointed conservator, (ii) either parent, or (iii) the individual having personal custody (whether or not court-appointed) where no conservator has been appointed.

G. The term "Code" means the Internal Revenue Code of 1986, as from time to time amended.

H. The term "hazardous substance(s)" means any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law(s), rule(s) or regulation(s) relating to the protection of the environment or human health ("environmental law(s)").

I. The term "support" means support in reasonable comfort.

J. The term "education" includes, but is not limited to, the expenses of private schooling at the elementary and secondary school levels, college, graduate and professional schools, and specialized or vocational training.

K. The term "health" shall be construed liberally to include all forms of mental or physical health care, including, but not limited to, nursing home or other extended care.

L. This instrument and all dispositions hereunder shall be governed by and interpreted in accordance with the laws of the State of Alabama.

I now sign this trust agreement on March 22, 2011

Lee Belcher Fant
Lee B. Fant, Settlor

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Lee B. Fant**, who is known to me, acknowledges before me on this day that, being informed of the contents of the said instrument, states the above is true and correct to the best of her knowledge.

GIVEN under my hand and seal, this 22nd day of March, 2011.

[NOTARIAL SEAL]

Shannon George
Notary Public

Print Name: Shannon George

My Commission Expires: 11-4-14

The trusts created by the foregoing instrument are accepted as of the day and year last
above written.

David Belcher

David G. Belcher, Trustee

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify
that **David G. Belcher**, who is known to me, acknowledges before me on this day that, being informed of
the contents of the said instrument, states the above is true and correct to the best of his knowledge.

GIVEN under my hand and seal, this 22nd day of March, 2011.

[NOTARIAL SEAL]

Shannon George
Notary Public

Print Name: Shannon George

My Commission Expires: 11-4-14

HSYR 3434356.3

SCHEDULE OF PROPERTY

This schedule is attached to and forms a part of the **DAVID G. BELCHER TRUST**, executed by Lee B. Fant, and identifies the initial property held subject to that trust as **\$100.00**.

I, Lee B. Fant, specifically reserve the right to supplement this schedule when and if additional properties are transferred to the David G. Belcher Trust.

\$100.00

LEE BELCHER FANT
PH. 991-5639
5241 KIRK WALL LANE
BIRMINGHAM, AL 35242

2795

85-162/842
33

3-22-11

Pay to the
Order of

Daniel G. Belcher Fant

\$ 100.00

One hundred & no

Dollars

M&F Bank

Birmingham, AL 35242 1-800-379-5465
www.mfbank.com

initial ggt

Lee B Fant



20110329000097110 26/26 \$15.00
Shelby Cnty Judge of Probate, AL
03/29/2011 09:11:00 AM FILED/CERT