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TRUST MERGER AGREEMENT

THIS AGREEMENT, made and entered into on this 27th day of December, 2010, by and between Denise D. Wiggins, as Trustee of the GST Exempt Share of the Family Trust created under the Last Will and Testament of Wilmer Joe Downs, deceased (the "Wilmer Trust"), Denise D. Wiggins, as Trustee of the GST Exempt Share of the Family Trust created under the Last Will and Testament of Harriett S. Downs, deceased (the "Harriett Trust"), Denise D. Wiggins, individually, as the sole current beneficiary of the Wilmer Trust and the Harriett Trust ("Denise"), Jared Randolph Wiggins, individually, as a presumptive remainder beneficiary of the Wilmer Trust and the Harriett Trust, and as representative of his unborn lineal descendants pursuant to Sections 19-3B-303 and 304 of the Alabama Uniform Trust Code ("Jared"), and Daniel Joseph Wiggins, individually, as a presumptive remainder beneficiary of the Wilmer Trust and the Harriett Trust, and as representative of his unborn lineal descendants pursuant to Sections 19-3B-303 and 304 of the Alabama Uniform Trust Code ("Daniel"), as follows:

WITNESSETH:

WHEREAS, paragraph E. of ITEM XVII. of the Last Will and Testament of Wilmer Joe Downs, deceased, entitled MISCELLANEOUS and appearing on page 19 thereof, gives the Trustee of the Wilmer Trust the right to merge and consolidate such trust with any other trust, so long as the terms of such trusts are substantially the same, the trustee(s) are the same, and the inclusion ratio of such trusts are the same; and

WHEREAS, paragraph E. of ITEM XVII. of the Last Will and Testament of Harriett Downs, deceased, entitled MISCELLANEOUS and appearing on page 19 thereof, gives the Trustee of the Harriett Trust the right to merge and consolidate such trust with any other trust, so long as the terms of such trusts are substantially the same, the trustee(s) are the same, and the inclusion ratio of such trusts are the same; and

WHEREAS, the Wilmer Trust and the Harriett Trust have the same inclusion ratio and also have the same trust terms, provisions, trustees and beneficiaries; and

WHEREAS, the Trustee of the Wilmer Trust and the Trustee of the Harriett Trust now desires to merge all assets of the the Harriett Trust with the Wilmer Trust; and

WHEREAS, attached hereto as Exhibit "A" is a schedule of all of the assets of the Harriett Trust; and

WHEREAS, as a result of such merger the Wilmer Trust shall terminate and such surviving trust shall be known as the "GST Exempt Share of the Family Trust u/w/o Wilmer Joe Downs"; and

WHEREAS, Jared's and Daniel's interests in the Wilmer Trust and the Harriett Trust are substantially identical to the interests of their respective unborn lineal descendants, and there is no conflict of interest between them with respect to the proposed combination of the Wilmer Trust and

the Harriett Trust as contemplated in this Agreement, and accordingly, each of Jared and Daniel desire to represent the interests of their respective unborn lineal descendants as permitted by Section 19-3B-304 of the Alabama Uniform Trust Code.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration exchanged between the parties hereto, receipt of which the parties hereto acknowledge, it is mutually agreed as follows:

1. The foregoing recitals are incorporated herein by reference and made a part of this Agreement.

2. The undersigned, Denise D. Wiggins, as Trustee of the Harriett Trust, does hereby grant, bargain, sell, convey and assign all assets of the Harriett Trust unto Denise D. Wiggins, and her successors, as Trustee of the Wilmer Trust.

3. Attached hereto as Exhibit "A" is a schedule which currently reflects all of the assets of the Harriett Trust hereby conveyed to the Trustee of the Wilmer Trust.

4. The Trustee of the Wilmer Trust hereby accepts the assignment of all of the assets of the Harriett Trust.

5. The Wilmer Trust shall be known as the "GST Exempt Share of the Family Trust u/w/o Wilmer Joe Downs" and all assets of such trust shall be titled accordingly.

6. Denise, individually, and Jared and Daniel, for themselves, their heirs, executors and administrators, and in their representative capacities as parents of their respective unborn children and their said unborn children's heirs, executors and administrators, hereby release, discharge and agree to indemnify and hold harmless the Trustee of the Wilmer Trust and the Trustee of the Harriett Trust, and their successors and assigns, from all loss, cost, liability and expense to which they may now or hereafter be subjected in conjunction with the distribution of all assets of the Harriett Trust to the Wilmer Trust, the termination of the Harriett Trust, and any other matters relating to the terms of this Agreement.

7. Upon the completion of the acts set forth in paragraphs 2, 3 and 4 hereof, Denise is forever discharged as Trustee of the Harriett Trust, and the Harriett Trust shall be terminated.

8. The parties agree that the foregoing combination of the Wilmer Trust and the Harriett Trust does not violate a material purpose of either the Wilmer Trust or the Harriett Trust, does not impair rights of any beneficiary of either the Wilmer Trust or the Harriett Trust, and does not adversely affect achievement of the purposes of either the Wilmer Trust or the Harriett Trust.

9. Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

10. This Agreement and the rights of the parties hereunder shall be construed, interpreted and governed in accordance with the laws of the State of Alabama.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

12. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original of said Agreement and all of which, when taken together, shall be deemed to constitute one and the same Agreement.

[Signatures appear on the following pages]

This instrument prepared by:

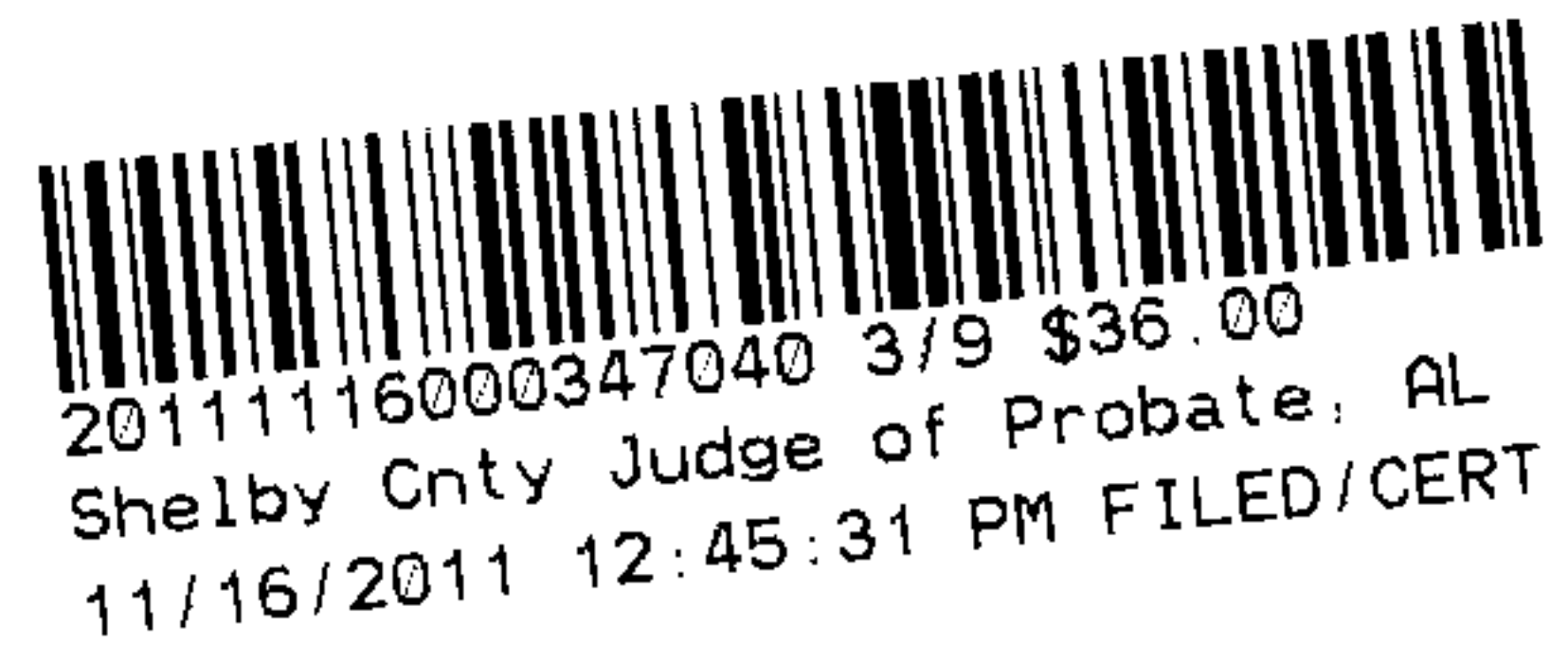
Louis B. Feld, Esq.

Dominick Feld Hyde, P.C.

2000 SouthBridge Parkway, Suite 500

Birmingham, AL 35209

205.802.7575



IN WITNESS WHEREOF, the parties have duly executed this instrument on the day and year first above written.

Witnesses:

Bryan K. Morrow

Denise D. Wiggins
Denise D. Wiggins, individually, as beneficiary of the GST Exempt Share of the Family Trust created under the Last Will and Testament of Wilmer Joe Downs, deceased, individually as beneficiary of the GST Exempt Share of the Family Trust created under the Last Will and Testament of Harriett S. Downs, deceased, as Trustee of the GST Exempt Share of the Family Trust created under the Last Will and Testament of Wilmer Joe Downs, deceased, and as Trustee of the GST Exempt Share of the Family Trust created under the Last Will and Testament of Harriett S. Downs, deceased

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Denise D. Wiggins, individually, as beneficiary of the GST Exempt Share of the Family Trust created under the Last Will and Testament of Wilmer Joe Downs, deceased, individually as beneficiary of the GST Exempt Share of the Family Trust created under the Last Will and Testament of Harriett S. Downs, deceased, as Trustee of the GST Exempt Share of the Family Trust created under the Last Will and Testament of Wilmer Joe Downs, deceased, and as Trustee of the GST Exempt Share of the Family Trust created under the Last Will and Testament of Harriett S. Downs, deceased, 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 the instrument, the said instrument was executed by Denise D. Wiggins voluntarily, in said capacities, on the day the same bears date.

Given under my hand and seal this 27 day of December, 2010.



Lynne Elaine Matham
Notary Public
My commission expires: 8/15/12

IN WITNESS WHEREOF, the parties have duly executed this instrument on the day and year first above written.

Witnesses:

James H. Boyd

Jared Randolph Wiggins
Jared Randolph Wiggins, individually, as a presumptive remainder beneficiary of the GST Exempt Share of the Family Trust created under the Last Will and Testament of Wilmer Joe Downs, deceased, individually, as a presumptive remainder beneficiary of the GST Exempt Share of the Family Trust created under the Last Will and Testament of Harriett S. Downs, deceased, and as the representative of his unborn lineal descendants pursuant to Section 19-3B-304 of the Alabama Uniform Trust Code

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Jared Randolph Wiggins, individually, as a presumptive remainder beneficiary of the GST Exempt Share of the Family Trust created under the Last Will and Testament of Wilmer Joe Downs, deceased, individually, as a presumptive remainder beneficiary of the GST Exempt Share of the Family Trust created under the Last Will and Testament of Harriett S. Downs, deceased, and as the representative of his unborn lineal descendants pursuant to Section 19-3B-304 of the Alabama Uniform Trust Code, 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 the instrument, the said instrument was executed by Jared Randolph Wiggins voluntarily, on the day the same bears date.

Given under my hand and seal this 23 day of December, 2010.

(SEAL)

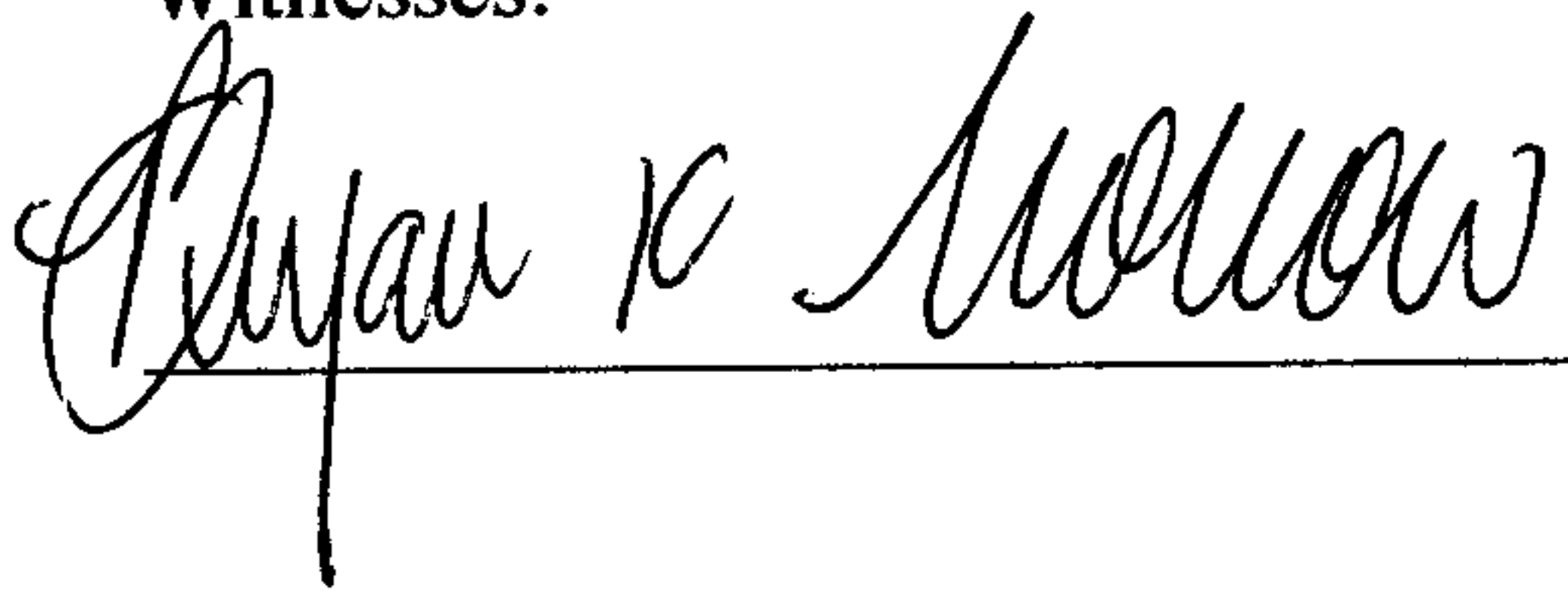


Lynne L. Hatham
Notary Public
My commission expires: 8/15/12

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IN WITNESS WHEREOF, the parties have duly executed this instrument on the day and year first above written.

Witnesses:



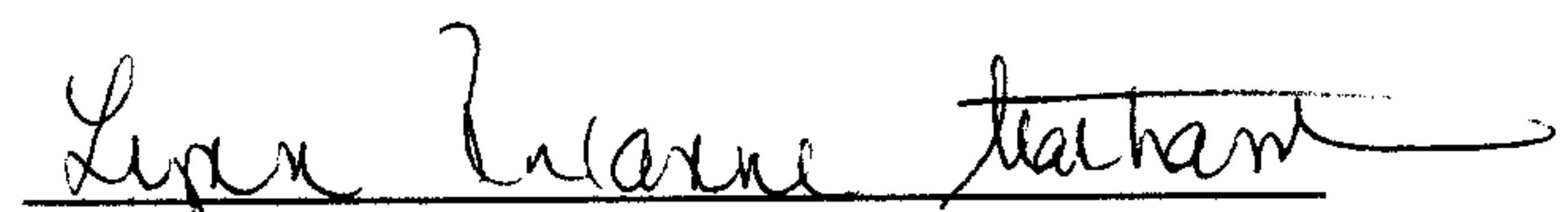


Daniel Joseph Wiggins, individually, as a presumptive remainder beneficiary of the GST Exempt Share of the Family Trust created under the Last Will and Testament of Wilmer Joe Downs, deceased, individually, as a presumptive remainder beneficiary of the GST Exempt Share of the Family Trust created under the Last Will and Testament of Harriett S. Downs, deceased, and as the representative of his unborn lineal descendants pursuant to Section 19-3B-304 of the Alabama Uniform Trust Code

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Daniel Joseph Wiggins, individually, as a presumptive remainder beneficiary of the GST Exempt Share of the Family Trust created under the Last Will and Testament of Wilmer Joe Downs, deceased, individually, as a presumptive remainder beneficiary of the GST Exempt Share of the Family Trust created under the Last Will and Testament of Harriett S. Downs, deceased, and as the representative of his unborn lineal descendants pursuant to Section 19-3B-304 of the Alabama Uniform Trust Code, 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 the instrument, the said instrument was executed by Daniel Joseph Wiggins voluntarily, on the day the same bears date.

Given under my hand and seal this 27 day of December, 2010.





Notary Public

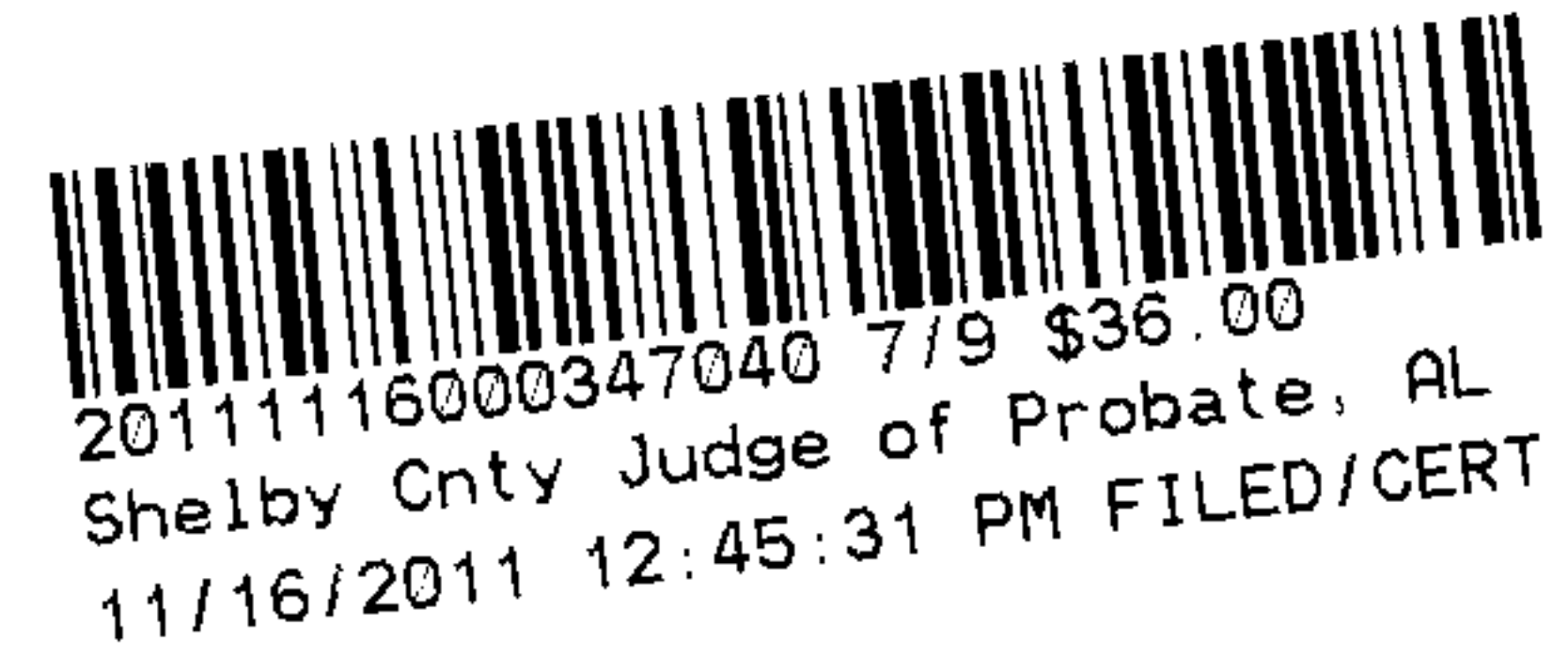
My commission expires: 8/15/12



EXHIBIT "A"
TRUST MERGER AGREEMENT DATED DECEMBER 27, 2010

Wells Fargo Account [REDACTED]

DWS Investments Account [REDACTED]



Parcel A:

Tract 1

Begin at the Northeast corner of the Northeast quarter of the Southeast quarter of Section 20, Township 19 South, Range 1 East, Shelby County, Alabama, run Southerly along the East line of said quarter-quarter a distance of 663.93' to a steel pin corner, thence turn an angle of 91 degrees 04 minutes 30 seconds to the Right and run Westerly a distance of 1,328.12' to a point 20.0' East of the West line of said quarter-quarter, Thence turn an angle of 88 degrees 45 minutes 30 seconds to the Right and run Northerly 20.0' East of and parallel with the said West quarter-quarter line along an agreed line between adjacent owners a distance of 663.35' to a point on the North line of said Northeast quarter of Southeast quarter, Thence turn an angle of 91 degrees 13 minutes to the Right and run easterly along said North line of said quarter-quarter a distance of 1,330.03' to the point of beginning, containing 20.24 acres.

AND

Tract 4

Commence at the Northeast corner of the Northeast quarter of the Southeast quarter of Section 20, Township 19 South, Range 1 East, Shelby County, Alabama Thence run Southerly along the East line of said quarter-quarter a distance of 663.93' to the point of beginning of the property, Tract-4, being described, Thence continue along last described course a distance of 253.46' to a point in the centerline of the 'Big Muddy Prong of Yellowleaf Creek', Thence turn an angle of 47 degrees 53 minutes to the Left and run Southeasterly a distance of 208.16' to a point in the said centerline of said creek, Thence turn an angle of 108° degrees 10 minutes to the Right and run Southwesterly a distance of 96.42' to a point, Thence turn an angle of 112 degrees 51 minutes to the left and run Southeasterly a distance of 261.30' to a point near the centerline of said same creek, Thence turn an angle of 7 degrees 22 minutes Right and continue Southeasterly a distance of 90.10' to a point in the centerline of said creek, Thence turn an angle of 34 degrees 31 minutes Left and run East-Southeasterly a distance of 102.80' to a point, Thence turn an angle of 69 degrees 24 minutes to the Right and run Southerly a distance of 117.40' to a point, Thence turn an angle of 29 degrees 56 minutes to the Right and run Southwesterly a distance of 65.50' to a point in the centerline of said same creek, Thence turn an angle of 72

degrees 28 minutes to the Left and run Southeasterly a distance of 160.30' to a point in the same said centerline of same said creek, Thence turn an angle of 5 degrees 44 minutes Right and run Southeasterly a distance of 151.96' to the Westernmost Right of Way line of Shelby County highway number 52, Thence turn an angle of 83 degrees 40 minutes Right and run Southwesterly along the said right of way line a distance of 631.95' to a point, thence turn an angle of 84 degrees 42 minutes Right and run Northwesterly a distance of 580.57' to a point, thence turn an angle of 39 degrees 01 minutes Left and run Westerly a distance of 143.44' to a point thence turn an angle of 97 degrees 55 minutes Right and run Northerly a distance of 1,278.19' to a point, Thence turn an angle of 91 degrees 07 minutes Right and run Easterly a distance of 337.08' to the point of beginning, containing 21.66 acres.

(SCRIVENER'S NOTE: *The above described properties are herein designated as Tracts 1 and 4 because they were so designated and described in an unrecorded survey dated June 9, 1984 of Jack E. Conn, Jr., Alabama Registered Surveyor # 9049 (the "Survey"). It is the intent of the scrivener and the parties hereto that, taken together, Tracts 1 and 4 constitute one and the same property conveyed by Esther B. Roper, a widow, to W. Joe Downs and wife, Harriett Snyder Downs, by deed dated March 9, 1979, filed for recorded in the Probate Office of Shelby County in Deed Book 318, Page 335 (the "Vesting Deed"). It should be noted, however, that:*

(a) the Vesting Deed includes a call along the west side of Tract 4 that reads "thence 112.51 feet", which in the context results in a patent error, considering that the Survey description of Tract 4 for the same call reads "thence turn an angle of 112 degrees 51 minutes," and

(b) the Vesting Deed description has a distance of "588.57 feet" along the southwesterly border of what is Tract 4, while in the Survey description for Tract 4 this distance is "580.57 feet.")

Less and Except the following ("Out Parcel"):

Commence at the Northeast Corner of the Northeast Quarter of the Southeast Quarter of Section 20 Township 19 South Range 1 East, thence run South along the East boundary line of said 1/4-1/4 section for 663.93 feet, thence turn an angle of 91° 04' 30" right and run 337.08 feet, thence turn an angle of 91° 07' left and run 608.78 feet to the point of beginning, thence continue along last said course for 669.43 feet, thence turn an angle of 97° 55' left and run 143.44 feet, thence turn an angle of 48° 05' left and run 256.11 feet, thence turn an angle of 65° 43' left and run 514.12 feet, thence turn an angle of 58° 17' left and run 15.0 feet to the point of beginning. Containing 2.58 acres more or less.

It is the intent of the parties hereto that a conveyance of Parcel A constitutes a conveyance of the same property described in the Vesting Deed less and except the Out Parcel.

Parcel B: An Easement for Ingress, Egress and Utilities, to wit:

Commence at the Northwest corner of the Northwest quarter of the Southwest quarter of Section 21, Township 19 South, Range 1 East, Shelby County, Alabama; thence run South along the West boundary line of said quarter-quarter section for a distance of 1350.86 feet; thence turn an angle of 58 degrees 06 minutes 32 seconds right for a distance of 256.89 feet to the point of beginning of the centerline of a 50 foot easement for ingress, egress and utilities; thence turn an angle of 99 degrees 24 minutes 57 seconds left for a distance of 367.04 feet; thence turn an angle of 16 degrees 02 minutes 37 seconds left for a distance of 505.42 feet to the Northerly right of way line of Shelby County No. 51 for the point of ending.

Parcel C:

Commence at the Northwest corner of the Northwest quarter of the Southwest quarter of Section 21, Township 19 South, Range 1 East, Shelby County, Alabama; thence run South along the West boundary line of said quarter-quarter section for a distance of 1350.86 feet to the point of beginning; thence turn an angle of 121 degrees 53 minutes 28 seconds left for a distance of 255.19 feet; thence turn an angle of 69 degrees 19 minutes 28 seconds right for a distance of 77.44 feet; thence turn an angle of 07 degrees 22 minutes 00 seconds right for a distance of 90.10 feet; thence turn an angle of 34 degrees 31 minutes 00 seconds left for a distance of 102.80 feet; thence turn an angle of 69 degrees 24 minutes 00 seconds right for a distance of 117.40 feet; thence turn an angle of 29 degrees 56 minutes 00 seconds right for a distance of 65.50 feet; thence turn an angle of 72 degrees 28 minutes 00 seconds left for a distance of 160.50 feet; thence turn an angle of 05 degrees 44 minutes 00 seconds right for a distance of 151.96 feet to the Northerly right of way line of Shelby County Road No. 51; thence turn an angle of 83 degrees 40 minutes 00 seconds right and run Southwesterly along said road right of way line for a distance of 412.63 feet; thence turn an angle of 86 degrees 08 minutes 58 seconds right for a distance of 513.35 feet; thence turn an angle of 16 degrees 02 minutes 37 seconds right for a distance of 368.80 feet; thence turn an angle of 99 degrees 24 minutes 57 seconds right for a distance of 282.23 feet; to the point of beginning. Containing 8.99 acres more or less.



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