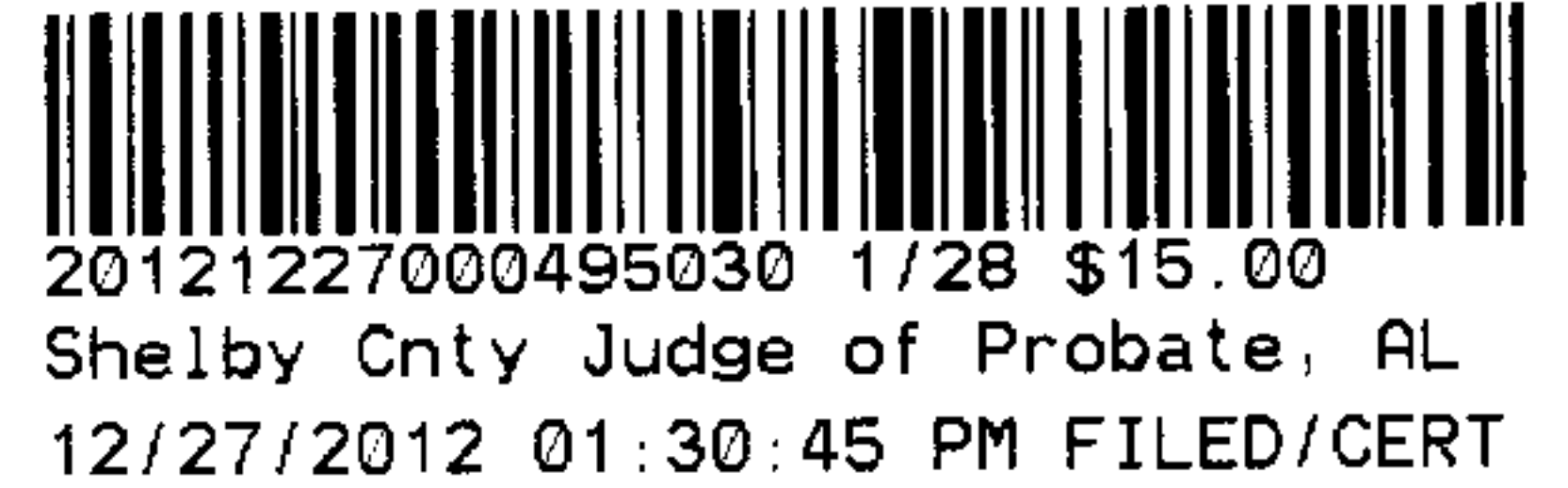


**Certification of Trust for the
CSD Trust
dated January 9, 2012**



Pursuant to Ala. Code 19-3B-1013, this Certification of Trust is signed by all the currently acting Trustees of the CSD Trust dated January 9, 2012, who declare as follows:

1. The Settlor of the trust is Charles Steven Daughtry, also known as Steve Daughtry. The trust is revocable by the Settlor.
2. The Trustee of the trust is Charles Steven Daughtry.
3. The tax identification number of the trust is the Social Security number of Charles Steven Daughtry.
4. Title to assets held in the trust shall be titled as:

Charles Steven Daughtry, Trustee of the CSD Trust dated
January 9, 2012, and any amendments thereto.
5. Any alternative description shall be effective to title assets in the name of the trust or to designate the trust as a beneficiary if the description includes the name of at least one initial or successor trustee, any reference indicating that property is being held in a fiduciary capacity, and the date of the trust.
6. Excerpts from the trust agreement that establish the trust, designate the Trustee and set forth the powers of the Trustee will be provided upon request. The powers of the Trustee include the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage and deal with real and personal property interests.
7. The terms of the trust agreement provide that a third party may rely upon this Certification of Trust as evidence of the existence of the trust and is specifically relieved of any obligation to inquire into the terms of this agreement or the authority of my Trustee, or to see to the application that my Trustee makes of funds or other property received by my Trustee.
8. The trust has not been revoked, modified or amended in any way that would cause the representations in this Certification of Trust to be incorrect.

January 9, 2012



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Charles Steven Daughtry

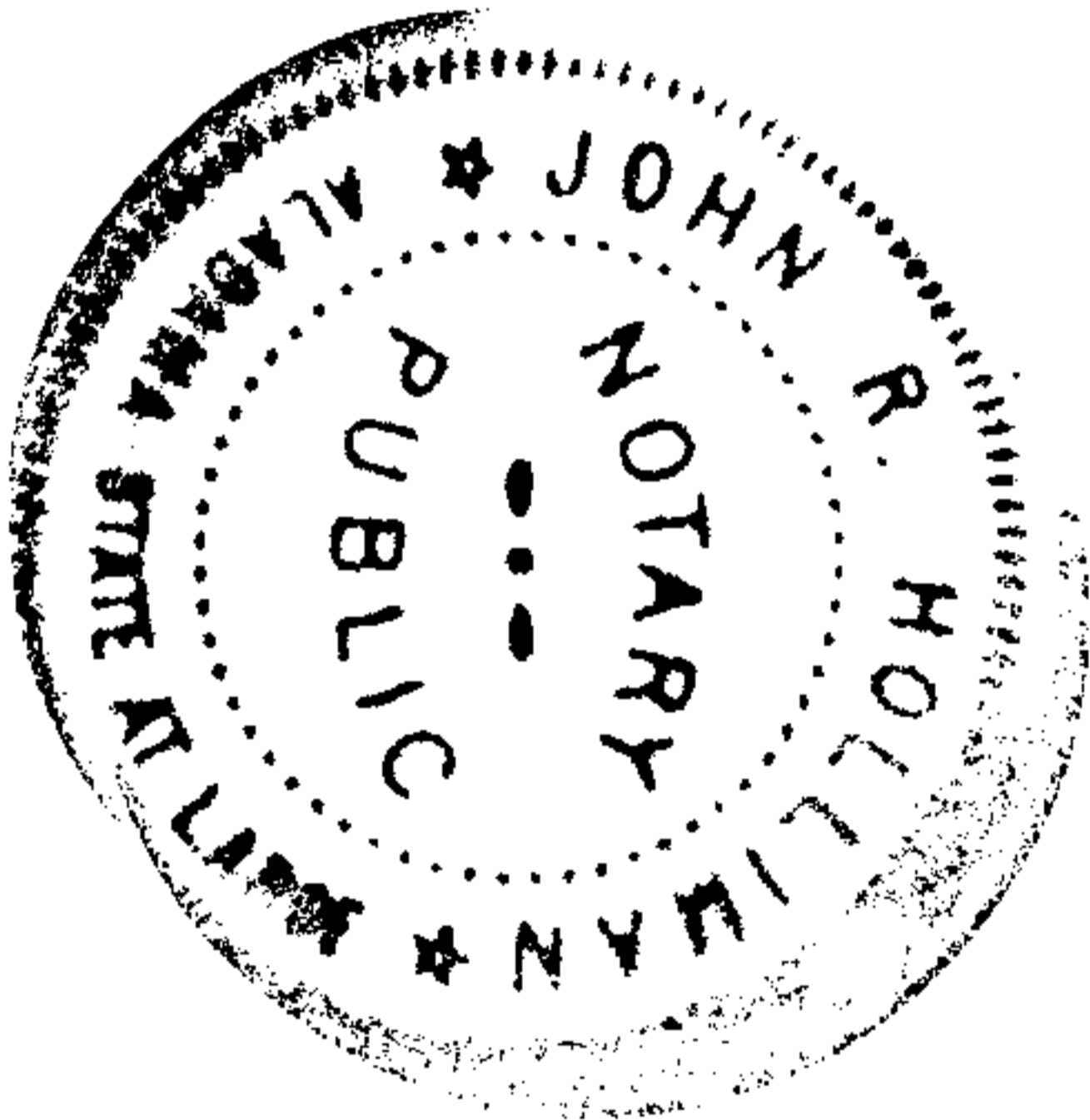
Charles Steven Daughtry, Trustee

STATE OF ALABAMA)
) ss.
COUNTY OF SHELBY)

On this day, January 9, 2012, before me personally appeared Charles Steven Daughtry, as Trustee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the foregoing Certification of Trust, and acknowledged that he executed the same as his voluntary act and deed for the purposes therein contained.

Witness my hand and official seal.

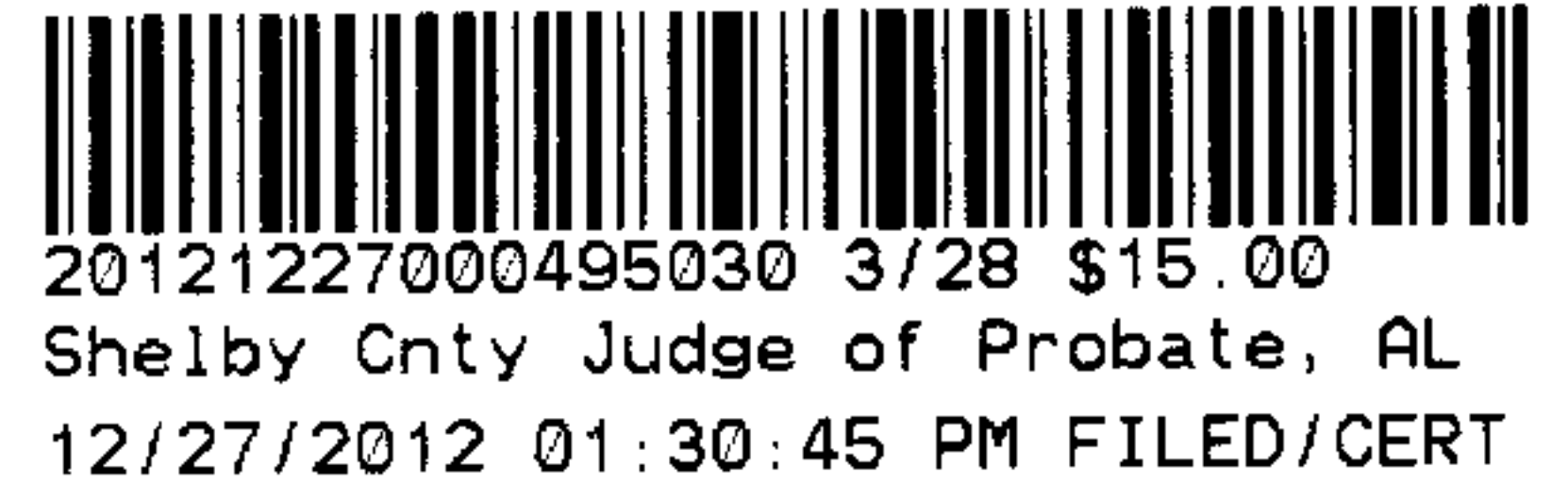
[Seal]



John R. Holliman

John R. Holliman, Notary Public
2491 Pelham Parkway
Pelham, Alabama 35124
My commission expires: August 29, 2014

The CSD Trust



Article One Establishing My Trust

The date of this trust agreement is January 9, 2012. The parties to this agreement are Charles Steven Daughtry, also known as Steve Daughtry, (the “Settlor”) and Charles Steven Daughtry (my “Trustee”).

I intend that this agreement create a valid trust under the laws of Alabama and under the laws of any state in which any trust created under this agreement is administered. The terms of this trust agreement prevail over any provision of Alabama law, except those provisions that are mandatory and may not be waived.

Section 1.01 Identifying My Trust

For convenience, my trust may be referred to as:

“The CSD Trust dated January 9, 2012.”

To the extent practicable, for the purpose of transferring property to my trust or identifying my trust in any beneficiary or pay-on-death designation, my trust should be identified as:

“Charles Steven Daughtry, Trustee, or his successors in interest, of the CSD Trust dated January 9, 2012, and any amendments thereto.”

For all purposes concerning the identity of my trust or any property titled in or payable to my trust, any description referring to my trust will be effective if it reasonably identifies my trust and indicates that the trust property is held in a fiduciary capacity.

Section 1.02 Reliance by Third Parties

From time to time, third parties may require documentation to verify the existence of this agreement, or particular provisions of it, such as the name or names of my Trustee or the powers held by my Trustee. To protect the confidentiality of this agreement, my Trustee may use an affidavit or a certification of trust that identifies my Trustee and sets forth the authority of my Trustee to transact business on behalf of my trust in lieu of providing a copy of this agreement. The affidavit or certification may include pertinent pages from this agreement, such as title or signature pages.

A third party may rely upon an affidavit or certification of trust that is signed by my Trustee with respect to the representations contained in the affidavit or certification of trust. A third party relying upon an affidavit or certification of trust shall be exonerated

CSD Trust

1-1

from any liability for actions the third party takes or fails to take in reliance upon the representations contained in the affidavit or certification of trust.

A third party dealing with my Trustee shall not be required to inquire into the terms of this agreement or the authority of my Trustee, or to see to the application of funds or other property received by my Trustee. The receipt from my Trustee for any money or property paid, transferred or delivered to my Trustee will be a sufficient discharge to the person or persons paying, transferring or delivering the money or property from all liability in connection with its application. A written statement by my Trustee is conclusive evidence of my Trustee's authority. Third parties are not liable for any loss resulting from their reliance on a written statement by my Trustee asserting my Trustee's authority or seeking to effectuate a transfer of property to or from the trust.

Section 1.03 Transferring Property to My Trust

Any person or entity may transfer any property to my trust in any manner authorized by law.

(a) Initial Funding of My Trust

By executing this agreement, I transfer to my Trustee \$10 in cash.

(b) Acceptance by My Trustee

By executing this agreement, my Trustee accepts and agrees to hold the \$10 as trust property. All property transferred to my trust after the date of this agreement must be acceptable to my Trustee. My Trustee may refuse to accept any property. My Trustee shall hold, administer, and dispose of all trust property accepted by my Trustee for my benefit and for the benefit of my beneficiaries in accordance with the terms of this agreement.

Section 1.04 Powers Reserved by Me as Settlor

As Settlor, I retain the powers set forth in this Section in addition to any powers that I reserve in other provisions of this agreement.

(a) Action on Behalf of My Trust

Whenever I am serving as Trustee, I may act for and conduct business on behalf of my trust without the consent of any other Trustee.

(b) Amendment, Restatement, or Revocation

I may amend, restate, or revoke this agreement, in whole or in part, for any purpose. Any amendment, restatement, or revocation must be made in writing and delivered to the then-serving Trustee.

An agent acting under a power of attorney may exercise the powers in this subsection to the extent the power of attorney so authorized. The agent's good-faith acts or omissions are conclusive on all persons interested in the trust and the agent will not be liable for the consequences.

(c) Addition or Removal of Trust Property

I may add property to my trust and may remove any property from my trust at any time.

(d) Control of Income and Principal Distributions

I retain the right to control the distribution of income and principal from my trust. I may direct my Trustee to distribute as much of the net income and principal of the trust property as I deem advisable to me or to other persons or entities. My Trustee may distribute the net income and principal to me or for my unrestricted use and benefit, even to the exhaustion of all trust property. Any undistributed net income is to be added to the principal of my trust.

(e) Approval of Investment Decisions

I reserve the absolute right to review and change my Trustee's investment decisions; however, my Trustee is not required to seek my approval before making investment decisions.

Section 1.05 Grantor Trust Status

By reserving the broad rights and powers set forth in Section 1.04 of this Article, I intend to qualify my trust as a "grantor trust" under Sections 671 to 677 of the Internal Revenue Code. This means that for federal income tax purposes I will be treated as the owner of all the assets held in my trust during my lifetime, as though I held them in my individual capacity.

During any period that my trust is a Grantor Trust, the Taxpayer Identification Number of my trust will be my Social Security number, in accordance with Treasury Regulation Section 301.6109-1(a)(2).

Article Three

Trustee Succession Provisions

Section 3.01 Resignation of a Trustee

A Trustee may resign by giving written notice to me. If I am deceased, a resigning Trustee shall give written notice to the Income Beneficiaries of the trust and to any other Trustee then serving.

Section 3.02 Trustee Succession During My Lifetime

During my lifetime, this Section governs the removal and replacement of my Trustees.

(a) Removal and Replacement by Me

I may remove any Trustee with or without cause at any time. If a Trustee is removed, resigns or cannot continue to serve for any reason, I may serve as sole Trustee, appoint a Trustee to serve with me or appoint a successor Trustee.

(b) During My Incapacity

During any time that I am incapacitated, I name Glenda D. Smothers and David Lynn Cole, jointly to serve as my successor Trustee during the administration of my Trust, replacing any then serving Trustee.

If David Lynn Cole cannot continue to serve for any reason, I appoint the following, in the order named, to serve as his Successor Trustee:

Carson Cole; and then

Wesley Cole

If Glenda D. Smothers cannot continue to serve for any reason, I appoint Jessica Woodley to serve as her Successor Trustee.

If I am incapacitated, a Trustee may be removed only for cause, which removal must be approved by a court of competent jurisdiction upon the petition of an interested party. This does not limit the authority of a Trust Advisor to remove a Trustee under the provisions of Section 4.11(d).

All appointments, removals and revocations must be by signed written instrument.

Section 3.03 Trustee Succession After My Death

After my death, this Section will govern the removal and replacement of my Trustees.

(a) Administrative Trustee

I name Glenda D. Smothers and David Lynn Cole, jointly to serve as my successor Trustee during the administration of my Trust after my death, replacing any then serving Trustee.

If David Lynn Cole cannot continue to serve for any reason, I appoint the following, in the order named, to serve as his Successor Trustee:

Carson Cole; and then

Wesley Cole

If Glenda D. Smothers cannot continue to serve for any reason, I appoint Jessica Woodley to serve as her Successor Trustee.

(b) Trustee of the Glenda D. Smothers' separate trust

Upon creation of the Glenda D. Smothers' separate trust, I name Glenda D. Smothers and David Lynn Cole, jointly to serve as Trustee.

If David Lynn Cole cannot continue to serve for any reason, I appoint the following, in the order named, to serve as his Successor Trustee:

Carson Cole; and then

Wesley Cole

If Glenda D. Smothers cannot continue to serve for any reason, I appoint Jessica Woodley to serve as her Successor Trustee.

(c) Trustee of Carson Cole's separate trust

Upon creation of the Carson Cole's separate trust, the following, in the order named, shall serve as Trustee thereof:

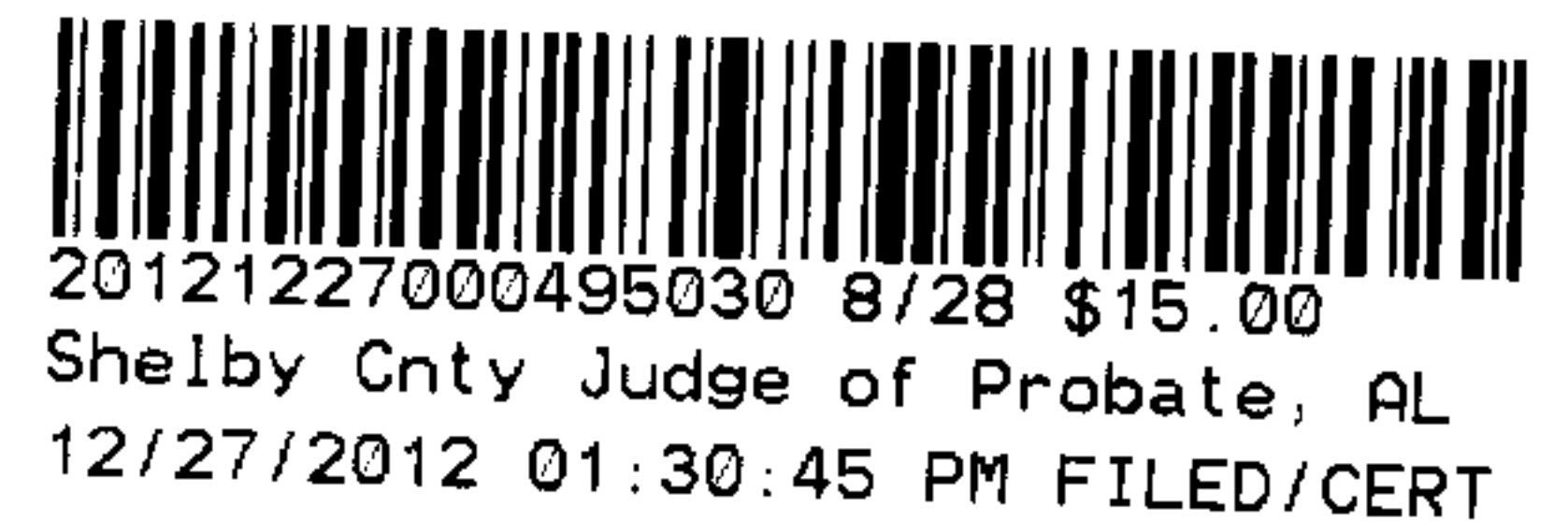
David Cole; then

Carson Cole; and then

Wesley Cole

Article Seventeen

My Trustee's Powers



Section 17.01 Introduction to Trustee's Powers

Except as otherwise specifically provided in this agreement, my Trustee may exercise the powers conferred by this agreement without prior approval from any court, including, without limitation, those powers set forth under the laws of the State of Alabama or any other jurisdiction whose law applies to this trust. The powers set forth in Alabama Fiduciary Powers Act are specifically incorporated into this trust agreement.

My Trustee shall exercise my Trustee's powers in the manner my Trustee determines to be in the best interests of the beneficiaries. My Trustee must not exercise any power in a manner that is inconsistent with the right of the beneficiaries to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

My Trustee may have duties and responsibilities in addition to those described in this agreement. I encourage any individual or corporate fiduciary serving as Trustee to obtain appropriate legal advice if my Trustee has any questions concerning its duties and responsibilities as Trustee.

Section 17.02 Execution of Documents by My Trustee

My Trustee may execute and deliver any and all instruments in writing that my Trustee considers necessary to carry out any of the powers granted in this agreement.

Section 17.03 Investment Powers in General

My Trustee may invest in any type of investment that my Trustee determines is consistent with the investment goals of the trust, whether inside or outside the geographic borders of the United States of America and its possessions or territories, taking into account the overall investment portfolio of the trust.

I have provided that certain beneficiaries of this trust receive payments of periodic unitrust amounts. My intent in doing so is to allow my Trustee to invest trust assets for total return rather than solely for income. This will allow my Trustee to provide regular payments to current beneficiaries that will keep pace with inflation in future years while providing for the remainder beneficiaries, and preserving the value and purchasing power of their interest in the trust.

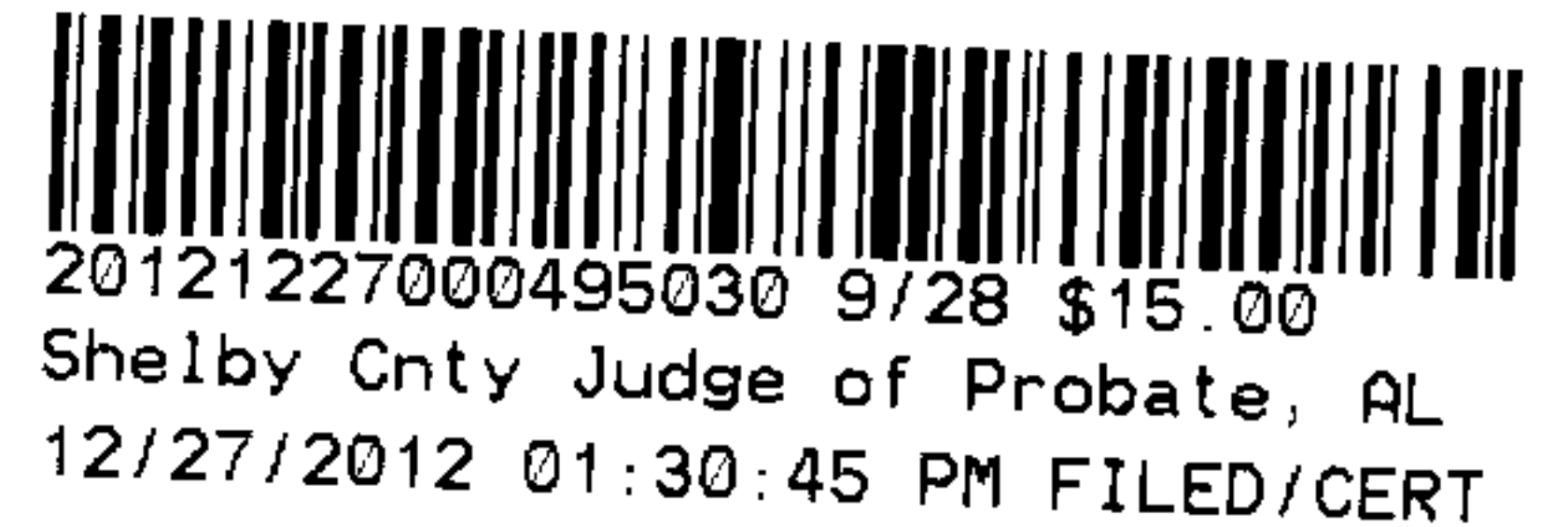
Without limiting my Trustee's investment authority in any way, I request that my Trustee exercise reasonable care and skill in selecting and retaining trust investments. I also request that my Trustee take into account the following factors in choosing investments:

The potential return from the investment, both in the form of income and appreciation;

The potential income tax consequences of the investment;

The investment's potential for volatility; and

The role the investment will play in the trust's portfolio.



I request that, in arranging the investment portfolio of the trust, my Trustee also consider the possible effects of inflation or deflation, changes in global and U.S. economic conditions, transaction expenses, and the trust's need for liquidity.

My Trustee may delegate its discretion to manage trust investments to any registered investment adviser or corporate fiduciary.

Section 17.04 Banking Powers

My Trustee may establish bank accounts of any type in one or more banking institutions that my Trustee chooses. If an account is one from which my Trustee makes frequent disbursements, the account does not need to be an interest bearing account. My Trustee may authorize withdrawals from an account by check, draft, or other instrument or in any other manner.

My Trustee may open accounts in the name of my Trustee, with or without disclosing fiduciary capacity, or may open accounts in the name of the trust. When an account is in the name of the trust, checks on that account and authorized signatures need not disclose the fiduciary nature of the account or refer to any trust or Trustee.

Section 17.05 Business Powers

If the trust owns or acquires an interest in a business entity, whether as a shareholder, partner, general partner, sole proprietor, member, participant in a joint venture or otherwise, my Trustee may exercise the powers and authority provided for in this Section. The powers granted in this Section are in addition to and not in limitation of all other powers granted to my Trustee in this agreement.

(a) No Duty to Diversify

Notwithstanding any duty to diversify imposed by state law or any other provision of this agreement, my Trustee may acquire or retain indefinitely any ownership interest in or indebtedness of any closely-held or non-publicly traded entity in which the trust, myself, my descendants and the spouses of my descendants have an ownership interest (the "business interests"), and even though any business interest may constitute all or a substantial portion of the trust property. I specifically authorize my Trustee to invest or retain indefinitely all or any part of the trust property

in such business interests, regardless of any resulting risk, lack of income, diversification, or marketability. I hereby waive any applicable prudent investor rule, and the Trustee's standard of care and duty to diversify with respect to the acquisition or retention of these business interests.

I recognize that the value of a non-controlling interest in a business entity may be less than the underlying value of the net assets of the entity. Nevertheless, I authorize my Trustee to acquire or retain any non-controlling business interests.

(b) Specific Management Powers

My Trustee has all power and authority necessary to manage and operate any business owned by the trust, whether directly or indirectly, including, without limitation, the express powers set forth in this subsection. My Trustee may participate directly in the conduct of the business, by serving as a general partner of a limited partnership, a member, manager or managing member of a limited liability company, or a shareholder of a corporation, or may employ others to serve in that capacity.

My Trustee may participate in the management of the business and delegate duties with respect to management, together with the requisite powers, to any employee, manager, partner, or associate of the business, without incurring any liability for the delegation. To the extent that the business interest held by the trust is not one that includes management powers (such as a minority stock interest, limited partnership interest, or a membership interest in a limited liability company), my Trustee has no obligation to supervise the management of the underlying assets, and no liability for the actions of those who do manage the business.

My Trustee may enter into management agreements and nominee agreements whereby my Trustee and the trust may serve as the exclusive manager or nominee of property or property interests on behalf of any limited partnership, limited liability company, or corporation.

My Trustee, individually or if my Trustee is a corporate fiduciary, then an employee of my Trustee, may act as a director, general or limited partner, associate or officer of the business.

My Trustee may participate with any other person or entity in the formation or continuation of a partnership either as a general or limited partner, or in any joint venture. My Trustee may exercise all the powers of management necessary and incidental to a membership in the partnership, limited partnership, or joint venture, including making charitable contributions.



My Trustee may reduce, expand, limit, or otherwise adjust the operation or policy of the business. My Trustee may subject the principal and income of the trust to the risks of the business for any term or period as my Trustee determines.

My Trustee may advance money or other property to any business in which the trust has an interest, make loans (subordinated or otherwise) of cash or securities to the business, and guarantee the loans of others made to the business. My Trustee may borrow money for the business, either alone or with other persons interested in the business, and may secure the loan or loans by a pledge or mortgage of any part of any trust property.

My Trustee may select and vote for directors, partners, associates, and officers of the business. My Trustee may enter into owners' agreements with a business in which the trust has an interest or with the other owners of the business.

My Trustee may execute agreements and amendments to agreements as may be necessary to the operation of the business including, but not limited to, stockholder agreements, partnership agreements, buy-sell agreements, and operating agreements for limited liability companies.

My Trustee may generally exercise any and all powers necessary for the continuation, management, sale, or dissolution of the business.

My Trustee may participate in the sale, reorganization, merger, consolidation, recapitalization, or liquidation of the business. My Trustee may sell or liquidate the business or business interest on terms as my Trustee deems advisable and in the best interests of the trust and the beneficiaries. My Trustee may sell any business interest held by the trust to one or more of the beneficiaries of this trust or to any trust in which a majority of the beneficiaries are one or more of the beneficiaries of this trust. My Trustee may make the sale in exchange for cash, a private annuity, an installment note, or any combination thereof.

My Trustee may exercise all of the business powers granted in this agreement even though my Trustee may be personally invested in or otherwise involved with the business.

(c) Business Liabilities

If any tort or contract liability arises in connection with the business, and if the trust is a responsible party with regard to the liability, my Trustee will satisfy the liability first from the assets of the business, and only then from other trust property as determined by my Trustee.

(d) Trustee Compensation

In addition to the compensation set forth in Section 16.09, my Trustee may receive additional reasonable compensation for services in connection with the operation of the business. My Trustee may receive this compensation directly from the business, from the trust or partly from both.

(e) Conflicts of Interest

My Trustee may exercise all of the powers granted in this trust agreement even though my Trustee may be involved with or have a personal interest in the business.

Section 17.06 Contract Powers

My Trustee may sell at public or private sale, transfer, exchange for other property, and otherwise dispose of trust property for consideration and upon terms and conditions that my Trustee deems advisable. My Trustee may grant options of any duration for any sales, exchanges, or transfers of trust property.

My Trustee may enter into contracts, and may deliver deeds or other instruments, that my Trustee deems appropriate.

Section 17.07 Common Investments

For purposes of convenience with regard to the administration and investment of the trust property, my Trustee may invest part or all of the trust property jointly with trust property of other trusts for which my Trustee is also serving as a Trustee. A corporate fiduciary acting as my Trustee may use common funds for investment. When trust property is managed and invested in this manner, my Trustee will maintain records that sufficiently identify that portion of the jointly invested assets that constitute the trust property of this trust.

Section 17.08 Environmental Powers

My Trustee may inspect trust property to determine compliance with or to respond to any environmental law affecting the property. For purposes of this agreement “environmental law” means any federal, state, or local law, rule, regulation, or ordinance relating to protection of the environment or of human health.

My Trustee may refuse to accept property if my Trustee determines that the property is or may be contaminated by any hazardous substance or is or was used for any purpose involving hazardous substances that could create liability to the trust or to any Trustee.

My Trustee may use and expend trust property to (i) conduct environmental assessments, audits or site monitoring; (ii) take remedial action to contain, clean up or remove any hazardous substance including a spill, discharge or contamination; (iii) institute, contest or settle legal proceedings brought by a private litigant or any local, state, or federal agency concerned with environmental compliance; (iv) comply with any order issued by any court or by any local, state, or federal agency directing an assessment, abatement or clean-up of any hazardous substance; and (v) employ agents, consultants and legal counsel to assist my Trustee in these actions.

My Trustee is not liable for any loss or reduction in value sustained by the trust as a result of my Trustee's decision to retain property on which hazardous materials or substances requiring remedial action are discovered unless my Trustee contributed to the resulting loss or reduction in value through willful misconduct or gross negligence.

My Trustee is not liable to any beneficiary or to any other party for any decrease in the value of property as a result of my Trustee's actions to comply with any environmental law, including any reporting requirement.

My Trustee may release, relinquish or disclaim any power held by my Trustee that my Trustee determines may cause my Trustee to incur individual liability under any environmental law.

Section 17.09 Farming and Ranching Operations

If the trust owns or acquires an interest in a farm, ranch or other agricultural property or business, my Trustee may exercise the authority and discretion provided for in this Section. The powers granted in this Section are in addition to and not in limitation of all other powers granted to my Trustee in this Agreement.

(a) Authority to Operate the Farm or Ranch

Notwithstanding any duty to diversify imposed by state law, my Trustee may retain and continue to operate a farm or ranch even though the interest may constitute all or a substantial portion of the trust property.

My Trustee may take part in the management of the farm or ranch or hire a farm manager or a professional farm management service. My Trustee may delegate any of the powers authorized by this Section to a hired farm manager or professional farm management service.

My Trustee may purchase, sell, hold, manage, operate, lease, improve and maintain the farm or ranch, or any interests in the farm or ranch, and in general deal with and do all things necessary to operate the farm or ranch as my Trustee deems advisable.



My Trustee may buy, sell and raise livestock; plant, cultivate, harvest and sell cash crops; produce timber or forest products for sale; or lease or rent all or part of the farm or ranch for cash or a share of the crops.

My Trustee may contract with hired labor, tenants or sharecroppers.

My Trustee may construct, repair and improve farm buildings, fences and other farm or ranch structures including drainage facilities, dig and maintain wells, ponds and lagoons, and participate in cooperative agreements concerning water rights and ditch rights.

My Trustee may purchase or rent any kind of farm machinery, equipment, feed and seed necessary for the operation of the farm or ranch.

My Trustee may use approved soil conservation practices in order to conserve, improve and maintain the productivity of the soil, and may engage in timber or forest conservation practices.

My Trustee may engage and participate in any farm program sponsored by any federal, state or local governmental agency.

(b) Business Liabilities

If any tort or contract liability arises in connection with the farm or ranch, and if the trust is a responsible party with regard to the liability, my Trustee will satisfy the liability first from the assets of the farm or ranch, and only then from other property.

(c) Trustee Compensation

In addition to the compensation set forth in Section 16.09, my Trustee may receive additional reasonable compensation for services in connection with the operation of a farm or ranch. My Trustee may receive this compensation directly from the farm or ranch, from the trust or partly from both.

(d) Conflicts of Interest

My Trustee may exercise all of the powers granted in this agreement even though my Trustee may be involved with or have a personal interest in the farm or ranch.

Section 17.10 Insurance Powers

My Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on my life, the life of any beneficiary, or on the life of any person in whom any beneficiary has an insurable interest.



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My Trustee may purchase disability, medical, liability, long-term health care and other insurance on behalf of and for the benefit of any beneficiary. My Trustee may purchase annuities and similar investments for any beneficiary.

My Trustee may execute or cancel any automatic premium loan agreement with respect to any policy, and may elect or cancel any automatic premium loan provision in a life insurance policy. My Trustee may borrow money to pay premiums due on any policy, either by borrowing from the company issuing the policy or from another source. My Trustee may assign the policy as security for the loan.

My Trustee may exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

My Trustee may elect any paid-up insurance or extended term insurance nonforfeiture option contained in a policy.

My Trustee may sell any policy at its fair market value to anyone having an insurable interest in the policies including the insured.

My Trustee may exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing the policy.

Upon termination of the trust, my Trustee may transfer and assign the policies held by the trust as a distribution of trust property.

Section 17.11 Loans and Borrowing Powers

My Trustee may make loans to any person including a beneficiary, entity, trust or estate for any term or payable on demand, with or without interest and secured or unsecured.

My Trustee may encumber any trust property by mortgages, pledges, or otherwise, and may negotiate, refinance, or enter into any mortgage or other secured or unsecured financial arrangement, whether as a mortgagee or mortgagor even though the term may extend beyond the termination of the trust and beyond the period that is required for an interest created under this agreement to vest in order to be valid under the rule against perpetuities.

My Trustee may enter into, negotiate, or modify the terms of any mortgage or any other secured or unsecured agreement granted in connection with any loan entered into by me individually or by any trustee and may release or foreclose on any mortgage or security interest payable to me or to the trust.

My Trustee may borrow money at interest rates and on other terms that it deems advisable from any person, institution or other source including, in the case of a corporate fiduciary, its own banking or commercial lending department.

My Trustee may purchase, sell at public or private sale, trade, renew, modify, and extend mortgages. My Trustee may accept deeds in lieu of foreclosure.

Section 17.12 Nominee Powers

My Trustee may hold real estate, securities and any other property in the name of a nominee or in any other form without disclosing the existence of any trust or fiduciary capacity.

Section 17.13 Oil, Gas and Mineral Interests

My Trustee may acquire, maintain, develop, and exploit, either alone or jointly with others, any oil, gas, coal, minerals or other natural resource rights or interests.

My Trustee may drill, test, explore, mine, develop, extract, remove, convert, manage, retain, store, sell, and exchange any of those rights and interests on terms and for a price that my Trustee deems advisable.

My Trustee may execute leases, pooling and unitization agreements and other types of agreements in connection with oil, gas, coal, mineral, and other natural resource rights and interests even though the terms of those arrangements may extend beyond the termination of the trust.

My Trustee may execute division orders, transfer orders, releases, assignments, farm outs, and any other instruments that it deems proper.

My Trustee may employ the services of consultants and outside specialists in connection with the evaluation, management, acquisition, disposition, and development of any mineral interest, and may pay the cost of the services from the principal and income of the trust property.

Section 17.14 Payment of Taxes and Expenses

Except as otherwise provided in this agreement, my Trustee may pay any property taxes, assessments, fees, charges, and other expenses incurred in the administration or protection of the trust. All payments will be a charge against the trust property and will be paid by my Trustee out of income. To the extent that the income is insufficient, then my Trustee may make any payments of taxes or expenses out of the principal of the trust property. The determination of my Trustee with respect to the payment of expenses will be conclusive on the beneficiaries.

Section 17.15 Professional Practice

If the trust owns or acquires an interest in a professional practice as defined in this Section, my Trustee may exercise the authority and discretion provided for in this

Section. The powers granted in this Section are in addition to and not in limitation of all other powers granted to my Trustee in this agreement.

(a) Definition of Professional Practice

For purposes of this Article, the term “professional practice” means an interest in a medical, dental, legal, veterinary, accounting, architectural, engineering or other professional practice in which I participate as a licensed person. The term includes my interest in any corporation, partnership, sole proprietorship, limited liability company, joint venture or other entity that is engaged in providing the kind of professional services that I am licensed to render.

Any reference to professional practice also includes all real estate, equipment, furnishings, receivables, client or patient records, office records and vehicles, but does not include any interest in any retirement plan that is sponsored by the professional practice.

(b) Sale of the Practice

Following my death or in the event of my permanent disability, it is my preference that my Trustee sell any interest in a professional practice owned by the trust as quickly as is practical in order to protect the value of the practice. My Trustee may sell my interest in the professional practice on terms as my Trustee deems appropriate.

In order to consummate the sale as quickly as is practicable, my Trustee may negotiate with potential buyers before formally serving as Trustee, provided that the sale is not concluded until my Trustee is serving as Trustee.

(c) Appointment of Independent Special Trustee

Pending a sale of the professional practice, my Trustee may appoint an Independent Special Trustee licensed under the laws that govern the regulation of the professional practice. My Trustee may delegate to the Independent Special Trustee the authority to manage and operate the professional practice or to wind up the practice in a manner required under applicable law.

(d) Client or Patient Records

My Trustee is forbidden from reading or reviewing client or patient records and files of the professional practice if doing so would violate my professional obligation to the client or patient. My Trustee may employ another licensed professional or professional assistant to read and review client or patient records for any appropriate purpose. My Trustee will



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insure that the review is conducted in a manner that is consistent with the best ethical practices of my profession with appropriate safeguards for confidentiality and the avoidance of conflicts of interest.

(e) Drugs

Unless my Trustee is properly licensed, my Trustee is forbidden from taking permanent control or custody of any controlled substances (including any drugs, medicines, narcotics, chemicals, syringes, or other substances or paraphernalia that may be possessed only by a licensed professional). Under those circumstances, my Trustee may either sell any controlled substances as an asset of the professional practice or deliver them gratuitously to a licensed professional or health care facility authorized to hold and possess controlled substances.

(f) Trustee Compensation

In addition to the compensation set forth in Section 16.09, my Trustee may receive additional reasonable compensation for services in connection with the operation, sale or winding up of the Practice. My Trustee may receive this compensation directly from the professional practice, from the trust or partly from both.

(g) Conflicts of Interest

Any Trustee, including any Independent Special Trustee, may exercise all of the powers granted in this trust agreement even though the Trustee may be involved with or have a personal interest in the professional practice.

Section 17.16 Purchase of Assets from and Loans to My Probate Estate

Upon my death, my Trustee may purchase at fair market value and retain in the form received, as an addition to the trust, any property that is a part of my probate or trust estate. In addition, my Trustee may make loans, with or without security, to my probate or trust estate. My Trustee may not be held liable for any loss suffered by the trust as a result of the exercise of the powers granted in this Section.

My Trustee may not use any trust property for the benefit of my estate as defined in Section 20.2042-1(b) of Title 26 of the Code of Federal Regulations, unless the property is included in my gross estate for federal estate tax purposes.

Section 17.17 Qualified Family Owned Business Interests Deduction

My Independent Trustee has the power to amend the terms of a trust holding “qualified family-owned business interests” as defined in Section 2057 of the Internal Revenue Code, in order to permit trust property to qualify for the “family owned business

deduction,” even if the amendment changes beneficial interests and that directs the segregation of trust property into more than one trust.

Section 17.18 Qualified Real Property Valuation

My Independent Trustee has the power to amend the terms of a trust holding “qualified real property” as defined in Section 2032A of the Internal Revenue Code, in order to permit the qualified real property to qualify or continue to qualify for special use valuation permitted under Section 2032A, even if the amendment changes beneficial interests and that directs the segregation of trust property into more than one trust.

Section 17.19 Qualified Tuition Programs

My Trustee may purchase tuition credits or certificates or make contributions to an account in one or more qualified tuition programs as defined under Section 529 of the Internal Revenue Code on behalf of a beneficiary for the purpose of meeting the qualified higher education expenses of the beneficiary. With respect to an interest in any qualified tuition program, my Trustee may act as contributor (or similar designation given to the person who maintains control of an interest in the qualified tuition program) and take any and all actions to administer the interest, including, without limitation, the following:

Designate and change the designated beneficiary of the interest in the qualified tuition program;

Request withdrawals, both qualified and nonqualified;

Select among investment options and to reallocate funds in the interest in the qualified tuition program among different investment options;

Make rollovers to another qualified tuition program; and

Determine the allocation of any tax benefits or penalties to the beneficiaries of the trust.

Notwithstanding anything in this provision to the contrary, the designated beneficiary at all times must be a beneficiary of the trust from which the funds were distributed to establish the interest in the qualified tuition program. Investment in a qualified tuition program will not be considered a delegation of investment responsibility under any applicable statute or other law.

Section 17.20 Real Estate Powers

My Trustee may sell at public or private sale, convey, purchase, exchange, lease for any period, mortgage, manage, alter, improve and in general deal in and with real property in such manner and on such terms and conditions as my Trustee deems appropriate.

My Trustee may grant or release easements in or over, subdivide, partition, develop, raze improvements, and abandon any real property.

My Trustee may manage real estate in any manner that my Trustee deems best and may exercise all other real estate powers necessary to effectuate this purpose.

My Trustee may enter into contracts to sell real estate. My Trustee may enter into leases and grant options to lease trust property even though the term of the agreement extends beyond the termination of any trusts established under this agreement and beyond the period that is required for an interest created under this agreement to vest in order to be valid under the rule against perpetuities. My Trustee may enter into any contracts, covenants, and warranty agreements that my Trustee deems appropriate.

Section 17.21 Residences and Tangible Personal Property

My Trustee may acquire, maintain, and invest in any residence for the use and benefit of the beneficiaries, whether or not the residence is income producing and without regard to the proportion that the value of the residence may bear to the total value of the trust property even if retaining the residence involves financial risks that Trustees would not ordinarily incur. My Trustee may pay or make arrangements for others to pay all carrying costs of any residence, including, but not limited to, taxes, assessments, insurance, expenses of maintaining the residence in suitable repair, and other expenses relating to the operation of the residence for the benefit of the beneficiaries.

My Trustee may acquire, maintain, and invest in articles of tangible personal property, whether or not the property is income producing, and may pay the expenses of the repair and maintenance of the property.

My Trustee is not required to convert the property referred to in this Section to productive property except as required by other provisions of this agreement.

My Trustee may permit any Income Beneficiary of the trust to occupy any real property or use any personal property owned by the trust on terms or arrangements that my Trustee determines, including rent free or in consideration for the payment of taxes, insurance, maintenance, repairs, or other charges.

My Trustee is not liable for any depreciation or loss as a result of any decision to retain or acquire any property as authorized by this Section.

Section 17.22 Retention and Abandonment of Trust Property

My Trustee may retain, without liability for depreciation or loss resulting from retention, any property constituting the trust at the time of its creation, at the time of my death or as the result of the exercise of a stock option. My Trustee may retain property, notwithstanding the fact that the property may not be of the character prescribed by law for the investment of assets held by a fiduciary, and notwithstanding the fact that

retention may result in inadequate diversification under any applicable Prudent Investor Act or other applicable law.

My Trustee may hold property that is non-income producing or is otherwise nonproductive if holding the property is, in the sole and absolute discretion of my Trustee, in the best interests of the beneficiaries. On the other hand, my Trustee will invest contributions of cash and cash equivalents as soon as reasonably practicable after the assets have been acquired by the trust.

My Trustee may retain a reasonable amount in cash or money market accounts to pay anticipated expenses and other costs and to provide for anticipated distributions to or for the benefit of a beneficiary.

My Trustee may abandon any property that my Trustee deems to be of insignificant value.

Section 17.23 Securities and Brokerage Powers

My Trustee may buy, sell, trade, and otherwise deal in stocks, bonds, investment companies, mutual funds, common trust funds, commodities, options, and other securities of any kind and in any amount, including short sales.

My Trustee may place all or any part of the securities held by the trust in the custody of a bank or trust company. My Trustee may have all securities registered in the name of the bank or trust company or in the name of its nominee. My Trustee may appoint the bank or trust company as the agent or attorney in fact to collect, receive, receipt for, and disburse any income and generally to perform the duties and services incident to a custodian of accounts.

My Trustee may employ a broker-dealer as a custodian for securities held by the trust and may register the securities in the name of the broker-dealer or in the name of a nominee with or without the addition of words indicating that the securities are held in a fiduciary capacity. My Trustee may hold securities in bearer or uncertificated form and may use a central depository, clearing agency or book-entry system, such as The Depository Trust Company, Euroclear or the Federal Reserve Bank of New York.

My Trustee may participate in any reorganization, recapitalization, merger or similar transaction. My Trustee may exercise or sell conversion or subscription rights for securities of all kinds and description. My Trustee may give proxies or powers of attorney that may be discretionary and with or without powers of substitution, and may vote or refrain from voting as to any matter.

Section 17.24 Settlement Powers

My Trustee may settle, by compromise, adjustment, arbitration or otherwise any and all claims and demands in favor of or against the trust. My Trustee may release or abandon any claim in favor of the trust.

Section 17.25 Subchapter S Corporation Stock Provisions

During any period when the trust is not treated for tax purposes as a grantor trust under Section 671 of the Internal Revenue Code, this Trust, or any trust created pursuant to the provisions of this agreement, may hold any S corporation stock held as a separate “Electing Small Business Trust,” or as a separate “Qualified Subchapter S Trust,” as provided in this Section.

For purposes of this Section, “S corporation stock” means all capital stock issued by a corporation (or other entity taxable as a corporation for federal income tax purposes) that is treated, or intends tax treatment under Section 1361(a), as an “S corporation” for federal income tax purposes.

(a) Electing Treatment as an Electing Small Business Trust

If my Trustee elects under Section 1361(e)(3) of the Internal Revenue Code to qualify the trust or portion thereof as an “Electing Small Business Trust,” my Trustee shall:

Apportion to the Electing Small Business Trust a reasonable share of the unallocated expenses of all trusts created under this agreement, in accordance with the applicable provisions of the Internal Revenue Code and Treasury Regulations; and

Administer the trust as an Electing Small Business Trust, under Section 1361(e) of the Internal Revenue Code.

(b) Electing Treatment as a Qualified Subchapter S Trust

If the current Income Beneficiary of the trust makes an election in accordance with Section 1361(d)(2) to qualify the trust as a Qualified Subchapter S Trust within the meaning of Section 1361(d)(3), my Trustee shall:

Refer to the Qualified Subchapter S Trust using the same name as the trust to which the stock was originally allocated, plus the name of the current Income Beneficiary of the trust, followed by the letters “QSST;”

Administer the Qualified Subchapter S Trust in accordance with the same provisions contained in the trust to which the Trustee allocated the S corporation stock; provided, however, that the provisions of this subsection control the administration of the trust to the extent that they are inconsistent with the provisions of the original trust; and

Maintain the Qualified Subchapter S Trust as a separate trust held for the benefit of only one beneficiary as required in Section 1361(d)(3).

My Trustee shall recommend that the current Income Beneficiary of the trust make a timely election to cause federal tax treatment of the trust as a Qualified Subchapter S Trust.

(1) Current Income Beneficiary

The “current Income Beneficiary” of a Qualified Subchapter S Trust is the person who has a present right to receive income distributions from the trust to which the Trustee has allocated the S corporation stock. A Qualified Subchapter S Trust may have only one current Income Beneficiary.

If under the terms of the agreement, more than one person who has a present right to receive income distributions from the trust originally holding the S corporation stock, my Trustee shall segregate the S corporation stock into separate Qualified Subchapter S Trusts for each person who has a present right to receive income distributions.

(2) Distributions

Until the first to occur of (a) the death of the current Income Beneficiary and (b) the date on which the trust no longer holds any S corporation stock (the “QSST termination date”), my Trustee shall distribute to the current Income Beneficiary, at least annually, all of the trust’s “net income,” as that term is defined in Section 643(b) of the Internal Revenue Code.

The terms of the trust to which the S corporation stock was originally allocated govern distributions of principal from the Qualified Subchapter S Trust; provided, however, that until the QSST Termination date, my Trustee may distribute principal only to the current Income Beneficiary of the Qualified Subchapter S Trust, and not to any other person or entity.

If the Qualified Subchapter S Trust terminates during the lifetime of the current Income Beneficiary, my Trustee shall distribute all assets of the Qualified Subchapter S Trust to the current Income Beneficiary outright and free of the trust.

(3) Allocation of Income and Expenses

My Trustee shall characterize receipts and expenses of any Qualified Subchapter S Trust in a manner consistent with Section 643(b) of the Internal Revenue Code.

(4) Trust Merger or Consolidation

Notwithstanding any other provision of this agreement that may seem to the contrary, my Trustee may not merge or consolidate any Qualified Subchapter S Trust with the assets of another trust if doing so would jeopardize the qualification of either trust as a Qualified Subchapter S Trust.

(c) Governance of the Trusts

The following additional provisions apply to any separate trust created under this Section.

(1) Protection of S Corporation Status

My Trustee must not administer a trust holding S corporation stock in a manner that would cause the termination of the S corporation status of the entity whose stock is held as part of the trust. Therefore, during any period that the trust holds S corporation stock, my Trustee must construe the terms and provisions of this agreement in a manner that is consistent with the trust qualifying as an Electing Small Business Trust or as a Qualified Subchapter S Trust. My Trustee must disregard any provision of this agreement that cannot be so construed or applied.

(2) Methods of Distribution

My Trustee may not make distribution in a manner that would jeopardize the qualification of the trust as an Electing Small Business Trust or as a Qualified Subchapter S Trust.

(3) Disposition of S Corporation Stock

If the continuation of any trust would, in my Trustee's opinion, result in the termination of the S corporation status of any entity whose stock is held as a part of the trust property, my Trustee, other than an Interested Trustee, may, in addition to the power to sell or otherwise dispose of

the stock, distribute the stock to the person who is then entitled to receive the income from the trust.

Section 17.26 Limitation on My Trustee's Powers

All powers granted to Trustees under this agreement or by applicable law are limited as set forth in this Section, unless explicitly excepted by reference to this Section. The limitations set forth in this Section do not apply to me.

(a) An Interested Trustee Limited to Ascertainable Standards

An Interested Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal, or the termination of the trust to or for the benefit of a beneficiary, to the extent that the exercise of that discretion is other than for the health, education, maintenance or support of a beneficiary as described under Sections 2041 and 2514 of the Internal Revenue Code.

(b) No Distributions in Discharge of Certain Legal Obligations

My Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of my Trustee, including the obligation of support.

If a beneficiary or any other person has the power to remove a Trustee, that Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of the person having the power to remove the Trustee, including that person's obligation of support.

(c) Insurance Policy on the Life of My Trustee

If the trust holds a policy that insures the life of a Trustee, that Trustee may not exercise any powers or rights with respect to the policy. A Cotrustee or an Independent Special Trustee, other than the insured Trustee, must exercise the powers and rights with respect to the policy.

If any rule of law or court decision construes the ability of the insured Trustee to name an Independent Special Trustee as an incident of ownership of the policy, then a majority of the then current Income Beneficiaries (excluding the insured Trustee if the insured Trustee is a beneficiary) will select the Independent Special Trustee.



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(d) Insurance Policy on a Beneficiary's Life

If the trust holds a policy that insures the life of a beneficiary, the beneficiary (acting individually or as Trustee) may not exercise any power over the policy, the cash value of the policy, or the proceeds of the policy. The intent of this denial of power is to prevent an insured beneficiary from holding any power that would constitute an incident of ownership of the policy.

In addition, no distribution of income or principal to the insured beneficiary may be satisfied out of the proceeds of the policy, the cash value of the policy or any other economic benefit of the policy.

The limitations of this subsection do not apply if the proceeds of the policy would, upon the death of the beneficiary, otherwise be included in the beneficiary's gross estate for federal estate tax purposes.

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STATE OF ALABAMA

)

) ss.

COUNTY OF SHELBY

)

I, Charles Steven Daughtry, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my trust agreement.

Charles Steven Daughtry
Charles Steven Daughtry, Settlor

We, Brandi Dipiazza and Cathy Scott, have been sworn by the officer signing below, and declare to that officer on our oaths that the Settlor declared the instrument to be the Settlor's trust agreement and signed it in our presence and that we each signed the instrument as a witness in the presence of the Settlor and of each other.

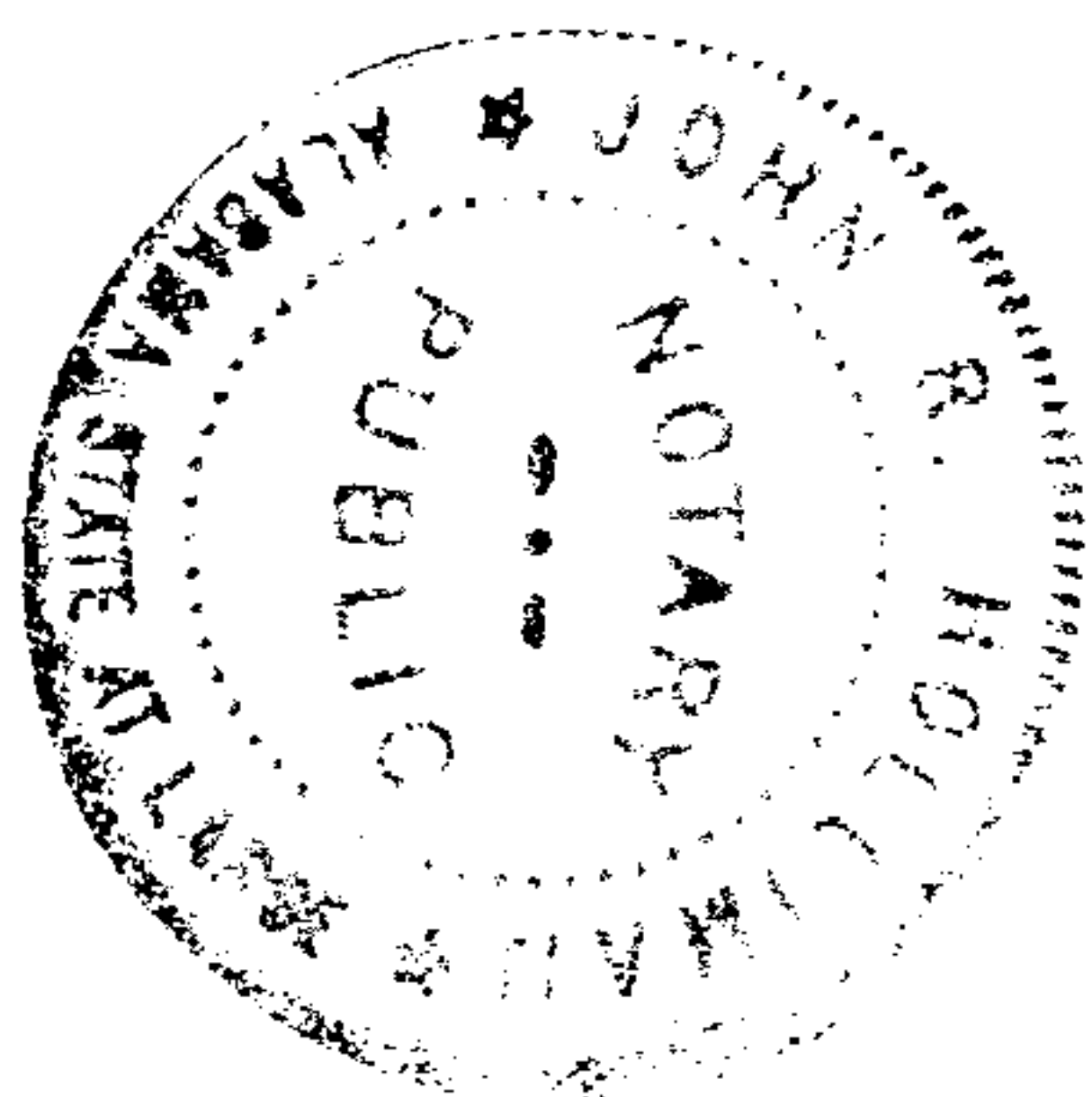
Brandi Dipiazza
Brandi Dipiazza, Witness

Cathy Scott
Cathy Scott, Witness

On this day, January 9, 2012, before me personally appeared Charles Steven Daughtry and sworn to and subscribed before me by the witnesses, Brandi Dipiazza and Cathy Scott and subscribed by me in the presence of the Settlor and the subscribing witnesses

Witness my hand and official seal.

[Seal]



John R. Holliman
John R. Holliman, Notary Public
2491 Pelham Parkway
Pelham, Alabama 35124
My commission expires: August 29, 2014