

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

AMENDED AND RESTATED
NANCY L. MONSON
TRUST AGREEMENT

THIS AMENDED AND RESTATED NANCY L. MONSON TRUST
AGREEMENT is made and entered into this 22 day of December, 2008,
by and between NANCY L. MONSON, as Grantor ("Grantor"), and NANCY L.
MONSON, as Trustee ("Trustee").

WHEREAS, Nancy L. Monson as Grantor did establish the Nancy L. Monson
Trust dated September 20, 1990, and which was amended by First Amendment to the
Nancy L. Monson Trust of September 20, 1990 dated April 4, 2002 (hereinafter referred
to as the "Nancy L. Monson Trust Agreement");

WHEREAS, Article EIGHTH of the Nancy L. Monson Trust Agreement provides
that Grantor has the right to amend or revoke in whole or part the Nancy L. Monson Trust
Agreement;

WHEREAS, Grantor now desires to amend and restate in its entirety the Nancy L.
Monson Trust Agreement;

NOW, THEREFORE, Grantor does hereby amend and restate in its entirety the
Nancy L. Monson Trust Agreement to read as follows:

- (1) Trust Name. The name of this trust shall be the "Nancy L. Monson Trust,"
and the name of this Agreement shall be the "Nancy L. Monson Trust Agreement."
- (2) Trust Property. Grantor, or any other person with the consent of Trustee,
may at any time, and from time to time, transfer cash and property to the trust hereby



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created by transferring such cash and property to Trustee by deed, assignment, bequest, devise or other means and, if so transferred, such cash and property shall be owned, held, managed, invested and disposed of by Trustee as hereinafter provided.

(3) Trust Estate. The cash and property which may be transferred to Trustee as hereinabove provided, and all additions and accumulations thereto, shall be called the Trust Estate, and shall be held by Trustee in trust for and upon the uses, purposes and conditions hereinafter set forth.

(4) Rights Reserved by Grantor. Grantor reserves the right to amend this Agreement at any time and to revoke or terminate this Agreement in its entirety at any time by a written instrument signed by Grantor and delivered to Trustee. Upon receipt of such instrument in writing revoking or terminating this Agreement in its entirety, Trustee shall thereupon convey and deliver to Grantor, free of trust, all of the assets then held in this trust. This Agreement shall become irrevocable upon the death of Grantor.

(5) During Lifetime of Grantor. During the lifetime of Grantor, Trustee shall hold, manage, invest and reinvest the Trust Estate, and shall collect the income therefrom, and shall dispose of the net income and principal as follows:

(a) During the lifetime of Grantor, Trustee may pay to or for the benefit of Grantor and Grantor's husband, CRAIG A. MONSON, such amounts from the net income and principal of this trust, at any time, and from time to time, as Trustee, in Trustee's discretion, deems necessary or advisable for the health, support and maintenance of Grantor and Grantor's husband. Any net income not so paid pursuant to this subparagraph shall be accumulated and added to principal at the end of each year.

(b) In addition to the authority given to Trustee in subparagraph (a) above, Grantor reserves the right at any time, by written instrument signed by Grantor and delivered to Trustee, to direct Trustee as to the distribution of the net income and principal of this trust to any person or organization, including Grantor, Grantor's husband, Grantor's children, Grantor's descendants and charitable organizations.

(c) Grantor shall have the right at any time during Grantor's lifetime, and from time to time, to withdraw all or any part of the net income and principal of this trust and to free the same from the provisions of this trust. Such right may be exercised by Grantor by a written instrument signed by Grantor and delivered to Trustee. Upon receipt of such written instrument, Trustee shall thereupon convey and deliver to Grantor, free of trust, such portion of the net income and principal of this trust as is so described in such instrument.

(6) Upon Death of Grantor. Upon the death of Grantor, Trustee shall distribute all remaining income and principal of this trust, including any additions thereto from Grantor's will, life insurance proceeds or any other source as follows:

(a) Trustee shall distribute all of Grantor's tangible personal effects, including, but not limited to, books, clothing, furniture, jewelry, pictures, appliances, silverware, china, glass, boats, automobiles and other vehicles, hobby equipment and sporting goods, and all other household furnishings of every kind, wherever located, together with all policies of insurance on such tangible personal effects, to those persons or organizations designated in any written statement either in Grantor's handwriting or signed by Grantor and in existence at the time of Grantor's death. If no such written statement is found within the earlier of (i) thirty (30) days after appointment of the initial Personal Representative of Grantor's estate or (ii) sixty (60) days following Grantor's death, it shall be conclusively presumed that there is no such written statement and any subsequently discovered written statement shall be void. In default of such written statement, or to the extent such written statement does not completely or effectively dispose of Grantor's tangible personal effects, then Trustee shall distribute all of the rest of Grantor's tangible personal effects, as previously described, to Grantor's husband, CRAIG A. MONSON, if he survives Grantor, to be his absolutely, but if he does not survive Grantor, to Grantor's children who survive Grantor, in equal shares, to be theirs absolutely; provided, however, that the descendants surviving Grantor of any of Grantor's children who predecease Grantor shall represent and take, per stirpes, the share their parent would have taken if such parent had survived Grantor. If Grantor's children or their descendants cannot agree on the division of said tangible personal effects among themselves, Trustee shall make such division among them, as equitably as practical, and such division shall be binding on all interested parties. If any beneficiary under this subparagraph (a) is a minor, Trustee may distribute such minor's share to such minor, or for such minor's use to any person with whom such minor is residing or who has the care or control of such minor without further responsibility, and the receipt of the person to whom such share is distributed shall be a complete discharge of Trustee.



(b) The rest, residue and remainder thereof (hereinafter referred to as "Residuary Trust Estate") shall be held in trust or distributed as follows:

(i) If Grantor's husband, CRAIG A. MONSON, survives Grantor then Trustee shall distribute the Residuary Trust Estate to Grantor's husband, CRAIG A. MONSON, outright and free of trust, to be his absolutely.

(ii) If Grantor's husband, CRAIG A. MONSON, does not survive Grantor, then Trustee shall divide the Residuary Trust Estate into separate shares so as to provide one such equal share for each child of Grantor who survives Grantor and one such equal share for each deceased child of Grantor with descendants surviving Grantor. Each share provided for a living child of Grantor shall be distributed to such child, to be such child's absolutely. Each share provided for a deceased child of Grantor with descendants surviving Grantor shall be distributed to such descendants, per stirpes (subject to the provisions of subparagraph (7)(a) below).

(iii) In the event Grantor's husband, CRAIG A. MONSON, survives Grantor and disclaims any part or all of the Residuary Trust Estate, then Trustee shall hold such disclaimed property in trust to be managed, invested and reinvested, administered and distributed upon the following terms and conditions and for the following uses and purposes:

(A) Commencing with the date of Grantor's death, Trustee shall pay all of the net income from this trust, at least quarterly, to or for the benefit of Grantor's husband, CRAIG A. MONSON, for and during the term of his life. Trustee is also authorized to pay to or for the benefit of Grantor's husband such sums from the principal of this trust as in Trustee's discretion shall be necessary or advisable, at any time, and from time to time, for the health, support and maintenance of Grantor's husband.

(B) Upon the death of Grantor's husband, CRAIG A. MONSON, Trustee shall divide the remaining principal and undistributed income of this trust into separate equal shares so as to provide one such equal share for each then living child of Grantor and one such equal share for each deceased child of Grantor with descendants then living. Each share provided for a living child of Grantor shall be distributed to such child, to be such child's absolutely. Each share provided for a deceased child of Grantor with descendants then living shall be distributed to such descendants, per stirpes (subject to the provisions of subparagraph (7)(a) below).



(7) General Provisions Relating to Trusts.

(a) Distributions to Beneficiaries. Upon termination of any trust created herein, if any share or property (other than tangible personal effects) becomes distributable to a beneficiary who has not attained the age of twenty-five (25) years, then such share or property shall immediately vest in such beneficiary, but notwithstanding any other provisions of this Agreement, Trustee shall retain possession of such share or property in trust during the period in which such beneficiary is under the age of twenty-five (25) years, and shall use and expend so much of the net income and principal of such share or property as Trustee deems advisable or necessary, at any time, and from time to time, for the health, support, maintenance and education of such beneficiary. Any net income not so expended in any year shall be added to principal at the end of such year. Any such income or principal retained by Trustee shall be paid over absolutely to the beneficiary upon attaining the age of twenty-five (25) years, or if such beneficiary shall sooner die, then to such beneficiary's estate. Trustee shall have with respect to such share or property so retained all the power and discretion herein conferred upon Trustee. The authority hereby conferred upon Trustee shall be construed as a power only and shall not operate to suspend the absolute ownership of such property by such beneficiary or to prevent the absolute vesting thereof in such beneficiary.

(b) Method of Payment. In case the income or any payment of principal becomes payable to a beneficiary under the age of twenty-one (21) years, or to a person not adjudicated incompetent but who, by reason of illness, or mental or physical disability, is, in the opinion of Trustee (based upon actual knowledge, or advice or opinion of any competent medical authority or physician apprised of the circumstances and facts), unable to administer such amounts properly, Trustee may make any such payment in such of the following ways as it deems best: (i) directly to such beneficiary; (ii) to the legal or natural guardian or conservator of such beneficiary; (iii) directly to any person or organization furnishing or providing the beneficiary's health, support, maintenance and education, except that no such payments shall be made from any marital deduction trust for these purposes; (iv) to a custodian under the Uniform Gifts to Minors Act, Uniform Transfers to Minors Act, or similar law of any state; or (v) in any combination or combinations of these ways.

(c) Survivorship. Notwithstanding any provision in this Agreement to the contrary, if Grantor's death and that of any beneficiary under this Agreement should occur under such circumstances that it cannot be determined which one of them survived, or if any beneficiary under this Agreement who is a descendant of Grantor shall die within ninety (90) days from the date of Grantor's death, then it shall be deemed for purposes of this Agreement that Grantor survived such beneficiary.

(d) Definition of Education. For purposes of any trusts created hereunder, education is defined to include, but is not limited to, college, graduate, technical, professional, or vocational training, as well as kindergarten, elementary, secondary, and high



school training in either a public or private school, private tutoring, or the equivalent of any of the above.

(e) Spendthrift Provision. The interest of each beneficiary hereunder is held subject to a spendthrift trust. All payments of principal and income payable, or to become payable, to the beneficiary of any trust created in this Agreement shall not be subject to anticipation, assignment, pledge, sale, or transfer in any manner, nor shall any beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in the possession of Trustee, be liable for, or subject to, the debts, obligations, marital obligations, liabilities or torts of any beneficiary. This subparagraph shall not apply to any trust created under this Agreement for which an election is made by the Personal Representative of Grantor's estate to qualify any specific portion or all of such trust for the estate tax marital deduction if this subparagraph will cause Grantor's estate to lose all or any part of the tax benefits afforded by the marital deduction with regard to such trust. This subparagraph shall not affect the exercise of any power of appointment created in this Agreement and shall not affect the right of any beneficiary to make a disclaimer under this Agreement.

(f) Small Trust Provision. If at any time Trustee, in its discretion, determines that it is uneconomical to continue any trust created hereunder, Trustee may terminate such trust and distribute the trust property to the person or persons then entitled to receive or have the benefit of the income therefrom, or the legal or natural guardian or conservator of such person; provided, however, no individual (other than Grantor) serving as Trustee or Co-Trustee hereunder shall have any authority or power to terminate any trust created in this Agreement under which such individual is a current permissible income or principal beneficiary. If there is more than one income beneficiary, Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries, or if no proportion is designated, in equal shares to such beneficiaries.

(8) Powers of Trustee. In addition to such powers as Trustee may have by law, Trustee is hereby authorized, in its discretion, to exercise the following powers, which at all times shall be exercised in a fiduciary capacity for the benefit of the beneficiaries herein:

(a) To hold, possess, manage and control the Trust Estate for the purposes and uses herein set forth, and to retain in the form received any property acquired as part of the Trust Estate, real, personal, tangible or intangible, although such property may constitute a large percentage of the Trust Estate;

(b) To invest and reinvest all or any part of the Trust Estate in such stocks, contracts, rights, warrants, bonds, notes, debentures, mortgages, general or limited

partnerships, limited liability companies, mutual funds, real estate, savings accounts, certificates of deposit, or similar liquid funds, or other property, real, personal, tangible or intangible, including, but not limited to, common trust funds, stock or other ownership interest in any institutional Trustee serving hereunder, or any holding company owning the institutional Trustee, as in its discretion it deems proper;

(c) To sell, transfer, grant options, exchange, or otherwise dispose of, any part of the Trust Estate, real, personal, tangible or intangible, for cash or on terms, at public or private sale, and to pledge or encumber the same;

(d) To execute and deliver any deeds, leases, assignments, or other instruments as may be necessary to carry out the provisions of this trust;

(e) To exercise any subscription right in connection with any security held hereunder, and to consent to or participate in any reorganization, consolidation, or merger of any corporation, company, or association, the securities of which may be held hereunder;

(f) To purchase property from and to lend funds to Grantor's general estate upon such terms and conditions as to price, interest rates, maturities and security as Grantor's Personal Representative and Trustee shall agree, and the fact that Grantor's Personal Representative and Trustee are the same shall in no way affect the validity of this provision;

(g) To vote, in person or by proxy, all or any shares of stock held in the Trust Estate;

(h) To make any payment or distribution either wholly or partly in cash or in kind, and to cause any share to be composed of cash, property, or undivided fractional interests in property, and to select and allocate to any share cash, property, or undivided fractional interests in property different in kind from that selected and allocated to any other share, and to do so without regard to the income tax basis of specific property so selected;

(i) To invest in and borrow money for improvements to real estate held hereunder, either separately or jointly with others where there is joint ownership of such property, whenever in the judgment of Trustee such improvements are desirable or expedient to protect or preserve the property or to secure or retain a desirable tenant or to increase the rentals;

(j) To divide, subdivide, improve, manage, operate, repair, adjust boundaries, erect or demolish buildings thereon, grant options, dedicate for public use, mortgage and lease, for any term (regardless of whether or not the mortgage or lease extends beyond the

probable or actual duration of any trust hereunder), any real property at any time held by any trust hereunder;

(k) To collect and receive the proceeds of insurance policies in the event of loss or damage, and to expend the same in repair, replacement or improvement of the damaged property, or any other property of any trust hereunder, and to hold the same as part of the principal of any such trust hereunder;

(l) To continue and operate any business or share of any business conducted, owned, or participated in by Grantor at the time of Grantor's death, and to do all things which Trustee deems advisable and appropriate in respect thereof, including forming partnerships, limited liability companies and corporations, and to join in or oppose any consolidation, merger, recapitalization, or reorganization of any such business;

(m) To fairly and impartially determine allocations between income and principal when considering the interests of the various beneficiaries;

(n) To employ such agents, accountants, attorneys, investment advisors, money managers, property managers and other advisors as Trustee may deem necessary in the administration of any trust hereunder, and to determine and pay them such compensation as Trustee may deem proper;

(o) To borrow money on such terms and at such rates of interest as Trustee deems advisable, and to pledge, mortgage or hypothecate any property of any trust hereunder as security for the repayment thereof, without obligation upon the part of the lender to see to the use of the proceeds of such loans, and to repay the same as in the judgment of Trustee may appear to the best interest of such trust;

(p) To elect whether or not to set up reserves for depreciation of real estate out of income in the discretion of Trustee;

(q) In buying or selling assets, in lending and in borrowing money, and in all other transactions regardless of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary capacity;

(r) To make decisions concerning any tax elections available to any trust hereunder, including making, retaining and terminating S corporation elections, electing small business trust elections, and qualified subchapter S trust elections;

(s) To keep any stocks, bonds, or other securities or other property at any time belonging to the Trust Estate registered or recorded in the name of the Trust Estate, or in the individual name of any person, firm or corporation, including the name of Trustee as nominee without disclosing any trust hereunder;



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(t) To adjust, arbitrate, compromise, litigate and settle any claim or obligation to or from Grantor or the Trust Estate, and to reduce the rate of interest on, to extend or otherwise modify, or to enforce, any such obligation;

(u) To make loans to any person, including the beneficiaries, at adequate interest and adequate security;

(v) To disclaim and renounce any inheritance or other interest in property on behalf of Grantor, or any trust hereunder, including any powers granted to Trustee hereunder, and any such disclaimer shall be binding on any successor Trustee; and

(w) In general, to exercise all powers in the management of the Trust Estate or any share hereunder upon such terms and conditions as to Trustee may seem best, and to execute and deliver any and all instruments and to do all acts which Trustee deems advisable and proper to carry out the purposes of this Agreement, all of which may be done without order of or application to any court. Notwithstanding any provision in this trust to the contrary, any duty or power granted to Trustee shall be absolutely void to the extent that the right to perform such duty, or to exercise such power, or the performance or exercise thereof would in any way cause Grantor's estate to lose all or any part of the tax benefits afforded by the marital deduction, charitable deduction, or any exemption allowed pursuant to the generation-skipping transfer tax provisions under either federal or state laws; provided, however, that this sentence shall not be construed as a direction to Grantor's Personal Representative to make the election under section 2056(b)(7) of the Internal Revenue Code, as amended, or under any similar state estate tax statute.

(9) Payments of Debts and Taxes. After Grantor's death, Trustee, at the request of Grantor's Personal Representative, shall be authorized to pay to or for the benefit of Grantor's estate all or any part of Grantor's funeral expenses, legally enforceable claims against Grantor, or Grantor's estate, expenses of administration of Grantor's estate, any bequests or devises under Grantor's will, and any estate, inheritance, transfer, succession, death or similar taxes, including any interest or penalties thereon, payable by reason of Grantor's death (other than any generation-skipping transfer tax or any tax imposed by section 2044 or section 2032A of the Internal Revenue Code, as amended, or corresponding provisions of state law), or assessed or imposed with respect to Grantor's estate, or any part thereof, whether or not passing under this trust, or any amendment

thereto, or under Grantor's will, or any codicil thereto, including all policies of insurance on Grantor's life, all bequests and devises, all transfers made by Grantor during Grantor's lifetime, all jointly held property, all pension and profit-sharing benefits and individual retirement accounts, and all powers, rights, or other interests in property included in Grantor's gross estate for the purpose of such taxes, without reimbursement from Grantor's estate. All such payments shall be charged generally against the principal of the Trust Estate includible in Grantor's estate for federal estate tax purposes; provided, however, any such payments of estate, inheritance, transfer, succession, death, or similar taxes shall not be charged against the marital deduction or charitable deduction. In the event there are insufficient assets in the Trust Estate which are not selected for the marital deduction or charitable deduction to pay such estate taxes, then any such remaining tax payments may be charged against the marital deduction or charitable deduction. Such tax payments shall be made without apportionment and shall not be charged against any recipient, transferee, owner, or other beneficiary, and shall not be prorated among any of the transfers made under this trust, or under Grantor's will, or against property passing outside of this trust or outside of Grantor's will. Trustee may make such payments directly or may pay over the amounts thereof to the Personal Representative of Grantor's estate. Written statements by the Personal Representative of such sums due and payable by Grantor's estate shall be sufficient evidence of their amount and propriety for the protection of Trustee and Trustee shall be under no duty to see to the application of any such payments. Trustee is also hereby directed to first apply to the payment of federal estate taxes due by Grantor's estate, all United States Treasury bonds, bills, notes, and



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other certificates of indebtedness owned by the Trust Estate which are redeemable at par value for the purpose of paying federal estate taxes. Grantor directs that any generation-skipping transfer taxes, including any interest or penalties thereon, shall be paid as provided by section 2603 of the Internal Revenue Code, as amended, or corresponding provision of state law.

(10) Accounting by Trustee. At least annually, the Trustee of a trust created in this Agreement shall render a report to Grantor, if living, otherwise to Grantor's husband, CRAIG A. MONSON, if living, otherwise to the adult distributees and adult permissible distributees of such trust and to the legal representatives of the minor distributees and minor permissible distributees of such trust; Trustee shall not be required to render such report to other beneficiaries without written request unless otherwise required to do so by a court order. In addition, upon the written request of Grantor, while living, otherwise by a qualified beneficiary or the legal representative of a minor qualified beneficiary of such trust, Trustee shall make all trust reports, records, books of account, inventories and related papers and documents available for inspection by Grantor, if living, otherwise by such qualified beneficiary or the legal representative of such minor qualified beneficiary. Trustee shall not be required to make available for inspection trust reports, records, books of account, inventories and related papers and documents to trust beneficiaries who are not qualified beneficiaries unless otherwise required to do so by a court order. Except as provided in this Paragraph (10), Trustee shall have no duty to provide reports or information to, or permit inspection by, beneficiaries otherwise imposed upon Trustee by South Carolina Code section 62-7-813, as amended from time to time, or any successor



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provision. For purposes of this Paragraph (10), the terms “report,” “distributee,” “qualified beneficiary” and “beneficiary” shall have the meanings ascribed to them in South Carolina Code section 62-7-103, as amended from time to time, or any successor provision.

(11) Compensation of Trustee. Any institutional Trustee serving hereunder shall be entitled to receive the compensation and other charges for its services set forth in any agreement made with such institutional Trustee, or if none, then in accordance with its regularly adopted schedules of compensation in effect and applicable at the time the services are rendered. Any individual Trustee serving hereunder shall be entitled to receive the compensation and other charges for his or her services set forth in any agreement made with such individual Trustee, or if none, then to reasonable compensation for his or her services and reimbursement for reasonable expenses.

(12) Situs. The laws of the State of South Carolina shall govern the validity, interpretation and administration of this Agreement, notwithstanding the residence in any other jurisdiction of Grantor, or any beneficiary or Trustee hereunder.

(13) Merger or Consolidation. In the event any banking institution, trust company or other institution acquires the trust business and assets, or the major portion thereof, of any institutional Trustee serving hereunder, or the holding company of such institutional Trustee, by reason of consolidation, merger, reincorporation, reorganization, sale, or other transfer to which such institutional Trustee, or the holding company of such institutional Trustee, is a party, then a successor Trustee to such institutional Trustee may be appointed pursuant to the provisions of Paragraph (15) of this Agreement.

(14) Successor Trustee and Limitations on Trustees. If Grantor dies, resigns, becomes incapacitated, or otherwise ceases to serve as Trustee, then Grantor's husband, CRAIG A. MONSON, shall serve as successor Trustee of all trusts created in this Agreement. If Grantor's husband, CRAIG A. MONSON, fails to qualify or ceases to serve as successor Trustee, then Grantor's sons, MICHAEL C. MONSON and STEVEN J. MONSON, shall serve as successor Co-Trustees of all trusts created in this Agreement. If either of Grantor's sons, MICHAEL C. MONSON or STEVEN J. MONSON, fails to qualify or ceases to serve as successor Co-Trustee, then Grantor's daughter, CATHLEEN A. STENQUIST, shall serve as successor Co-Trustee of all trusts created in this Agreement. If any two of MICHAEL C. MONSON, STEVEN J. MONSON or CATHLEEN A. STENQUIST fail to qualify or cease to serve as successor Co-Trustee, then Grantor's daughter, DIANE R. MINGACE, shall serve as successor Co-Trustee of all trusts created in this Agreement. If any three of MICHAEL C. MONSON, STEVEN J. MONSON, CATHLEEN A. STENQUIST or DIANE R. MINGACE fail to qualify or cease to serve as successor Co-Trustee, then Grantor's daughter, SANDRA L. MONSON, shall serve as successor Co-Trustee of all trusts created in this Agreement. If any four of MICHAEL C. MONSON, STEVEN J. MONSON, CATHLEEN A. STENQUIST, DIANE R. MINGACE or SANDRA L. MONSON fail to qualify or cease to serve as successor Co-Trustee, then the remaining child of Grantor shall serve as successor sole Trustee of all trusts created in this Agreement. If all of Grantor's aforementioned children fail to qualify or cease to serve as

successor Trustee, then a successor institutional Trustee (such as a bank or trust company) shall be appointed pursuant to the provisions of Paragraph (15) of this Agreement.

For purposes of this Agreement, an acting Trustee shall be deemed to be incapacitated, and the successor Trustee shall be duly authorized to act upon delivery to the successor Trustee of a written certification of two (2) physicians duly licensed to practice medicine in the state of the acting Trustee's domicile, or in such state as the acting Trustee shall be then present, that each of them has examined the acting Trustee and determined that said Trustee is, in his or her opinion, incapable to act as Trustee hereunder. Said Trustee's incapacity shall be deemed to cease upon the delivery of a similar certification or certifications (without regard as to whether the same physicians were used to determine incapacity) to the successor Trustee determining the acting Trustee's capacity to again serve as Trustee. The successor Trustee shall be completely exonerated from all possible liabilities or claims upon exercising good faith in accepting such written certification or certifications and assuming the office of Trustee. Any Trustee or successor Trustee who accepts their appointment as such with respect to any trust created under this Agreement, hereby authorizes the release by any health care provider of medical information needed to make any medical determination required by any such trust created under this Agreement, including but not limited to, a determination concerning such Trustee's or successor Trustee's capacity to serve as Trustee.

(15) Resignation, Removal of Trustee, and Successor Trustee. Any Trustee at any time acting hereunder may resign at any time by written notice to Grantor, if living, otherwise to Grantor's husband, CRAIG A. MONSON, if living, otherwise to Grantor's



sons, MICHAEL C. MONSON and STEVEN J. MONSON, who are living, otherwise to the income beneficiaries of each trust who have reached the age of majority, or if none, to the parents, guardians or conservators of the beneficiaries who are under disability. Except as provided in Paragraph (14), in the event of the resignation or death of any Trustee acting or appointed to act hereunder, or in the event the office of Trustee becomes vacant for any other reason, Grantor, if living, otherwise Grantor's husband, CRAIG A. MONSON, if living, otherwise Grantor's sons, MICHAEL C. MONSON and STEVEN J. MONSON, who are living, otherwise a majority in interest of the income beneficiaries of each trust who have reached the age of majority, or if none, a majority in interest of such parents, guardians, or conservators shall appoint an institution (such as a bank or trust company) to serve as successor Trustee.

After the death of Grantor, Grantor's husband, CRAIG A. MONSON, may no more than once during any twenty-four (24) consecutive month period remove any institutional Trustee then serving as Trustee or Co-Trustee of a trust created in this Agreement upon at least thirty (30) days prior written notice to such institutional Trustee; provided, however, that prior to such removal, Grantor's husband shall have appointed himself, a child of Grantor or an institution as successor Trustee or Co-Trustee, as the case may be, to serve in the place and stead of such removed Trustee. Upon the effective date of such removal notice, the removed Trustee shall assign, convey and deliver to the successor Trustee or Co-Trustee, as the case may be (which accepts appointment as Trustee or Co-Trustee) the assets and properties in such trust.

Notwithstanding the foregoing: (a) no beneficiary may remove a Trustee of a trust if such right of removal would cause such trust to be included in that beneficiary's gross estate for federal estate tax purposes solely by reason of the right of removal, and (b) no beneficiary may appoint a new Trustee of a trust if such right of appointment would cause such trust to be included in that beneficiary's gross estate for federal estate tax purposes solely by reason of the right of appointment.

Any successor Trustee shall be vested with all the duties, rights, titles and powers, whether discretionary or otherwise conferred herein, as if originally named as Trustee. No successor Trustee shall be liable or responsible in any way for any acts or defaults of any predecessor Trustee, but such successor Trustee shall be liable only for its own acts and defaults with respect to property actually received by it as such Trustee. The successor Trustee may accept the accounting rendered and the assets and property delivered to it by the predecessor Trustee as a full and complete discharge of the predecessor Trustee, and shall incur no liability or responsibility to any beneficiary under this Agreement by reason thereof.

(16) Definition of Trustee. The word Trustee as used in this Agreement shall mean the Trustee or Trustees from time to time acting, and shall include the plural as well as the singular, and the masculine, feminine and neuter genders, unless the context clearly indicates otherwise.

(17) Bond. Neither Trustee nor any successor Trustee, whether or not named herein, shall be required to give any bond or other security.

(18) Definitions. Except as provided in Paragraph (19) below, for purposes of this Agreement, the term "children" means the lawful blood descendants in the first degree of the

parent designated, and the term “descendants” means the lawful blood descendants in any degree of the ancestor designated. The terms “child,” “children,” “descendant,” and “descendants,” or those terms preceded or followed by the terms “survive,” “surviving,” “living,” or “then living,” shall include the lawful blood descendants in the first degree of the parent or ancestor designated even though such descendants are born after the death of such parent or ancestor, provided such descendants are conceived prior to the death of such parent or ancestor and are born within forty-two (42) weeks after the death of such parent or ancestor. For purposes of this Agreement, the term “per stirpes” means that the division of shares shall be made at each generation regardless of whether there are surviving descendants representing that generation. If descendants representing a generation are surviving, then the number of shares for that generation shall equal the number of descendants of that generation surviving, plus the number of predeceased descendants of that generation leaving descendants surviving. If no descendants representing a generation are surviving, then the number of shares for that generation shall equal the number of predeceased descendants of that generation leaving descendants surviving.

(19) Adoption. For purposes of this Agreement, if a person has been adopted, that person shall be considered a child of such adopting parent and such adopted child and his or her descendants shall be considered as descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents, provided such person is adopted before reaching the age of eighteen (18) years.

(20) Disclaimer. Any person may irrevocably disclaim and renounce any part or all of any trust or share created herein to which such person is entitled, or any power in such

person's favor. In the event Grantor's husband, CRAIG A. MONSON, disclaims any part or all of the Residuary Trust Estate then Grantor directs that such disclaimed property shall be held in trust pursuant to the terms of Paragraph (6) of this Agreement. Except as provided in the preceding sentence, in the event any person disclaims any part or all of the Trust Estate to which such person may be entitled, then such disclaimed property shall be disposed of as if such person had not survived Grantor. Any future interest in said property that takes possession or enjoyment following the interest disclaimed shall take effect as if the person making the disclaimer died before Grantor, and the subsequent takers shall be finally determined and their interests indefeasibly vested. This right to disclaim may also be exercised by the personal representative, administrator, trustee, guardian, conservator, attorney-in-fact, or other legal representative of any person entitled to disclaim hereunder. In the administration of the trust created under Paragraph (6) of this Agreement, Grantor's husband shall not be deemed to have predeceased Grantor by reason of having disclaimed any part or all of the Residuary Trust Estate.

(21) Definition of Words Relating to the Internal Revenue Code. If used herein, the words "gross estate," "taxable estate," "unified credit," "state death tax credit," "maximum marital deduction," "marital deduction," "pass," "qualified terminable interest," "qualified terminable interest property," "adjusted taxable gifts," and any other word or words which from the context in which they are used refer to the Internal Revenue Code shall have the same meaning as such words have for purposes of applying the Internal Revenue Code to any trusts hereunder. References to sections of the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of Grantor's death.

(22) Power to Divide and Combine Trusts. Trustee shall have the following additional powers:

(a) Trustee shall be authorized, without the approval of any court or beneficiary, to divide any trust, whether or not passing under this Agreement or included in Grantor's probate estate, into two or more separate trusts so that after division each trust shall be a separate and distinct trust, but with each trust containing the identical terms and provisions, if such division (i) is consistent with Grantor's intent, (ii) does not increase estate or other taxes, and (iii) facilitates the administration of each trust without defeating or impairing the interests of any beneficiary. After such division, the trusts shall thereafter be known as Trust 1 and Trust 2, and so forth. Any provision which referred specifically to a trust shall continue to apply to each of the separate trusts. All provisions which previously applied to the single trust shall then apply to the separate trusts.

(b) Trustee, other than any person serving as Trustee who has any beneficial interest in any trust created in this Agreement, whether as an income beneficiary or remainderman, shall be authorized, without the approval of any court or beneficiary, to combine assets of two or more trusts, whether or not passing under this Agreement or included in Grantor's probate estate, if the terms and provisions of each trust are substantially identical, and to administer them as a single trust, if the administration as a single trust (i) is consistent with Grantor's intent, (ii) does not increase estate or other taxes, and (iii) facilitates the administration of each trust without defeating or impairing the interests of any beneficiary. Trustee may combine trusts created by Grantor's husband with trusts created by Grantor under this provision, but only if it is Trustee of both trusts and only after the death of the survivor of Grantor's husband and Grantor.

(23) Precatory Requests. With regard to any trust created in this Agreement for the benefit of Grantor's husband, CRAIG A. MONSON, after Grantor's death, it is Grantor's primary concern and desire (which is precatory and not mandatory) that Grantor's husband, CRAIG A. MONSON, be completely and adequately maintained and supported from such trust without regard to depletion of the principal of such trust and without regard to Grantor's descendants or other beneficiaries hereunder.

(24) Residential Real Estate. Trustee may in its discretion permit any beneficiary or beneficiaries to occupy rent free any residence constituting a part of the trust assets for such beneficiary or beneficiaries and pay the real estate taxes thereon,

expenses of maintaining the residence in suitable repair and condition and hazard insurance premiums on the residence.

(25) “Income Beneficiaries” Defined. For purposes of this Agreement, the term “income beneficiaries” shall be deemed to be the beneficiaries to whom current trust income may or must then be distributed, and the term “income beneficiary” shall be the singular of “income beneficiaries.”

(26) Powers of Individual Trustee. If any individual serves as Trustee hereunder, then in exercising his or her fiduciary powers and discretion, he or she shall not be governed by the rule of law set forth in First Union National Bank SC v. Cisa, 361 S.E.2d 615 (1987) which holds, inter alia, that a person who is both a trustee and a beneficiary of the same trust cannot authorize a distribution to himself/herself from the trust; provided, however, that this sentence shall be interpreted to give to such individual Trustee (other than Grantor) with respect to the trust assets distributable to him or her pursuant to his or her authority as Trustee, no more than a power of appointment exercisable in his or her favor which is limited by an ascertainable standard within the meaning of section 2041(b)(1)(A) of the Internal Revenue Code, as amended.

(27) Anti-Lapse Statute. If provision is made in this Agreement for a distribution to a beneficiary who does not survive Grantor and for whom no effective alternative provision has been made, such distribution shall pass as part of the Residuary Trust Estate and shall not pass pursuant to the anti-lapse statute or similar law of any state.

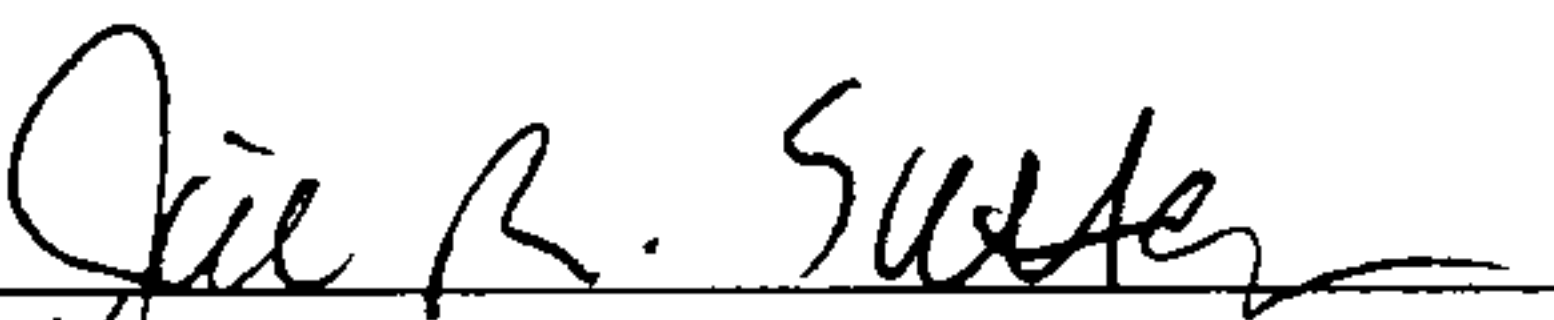
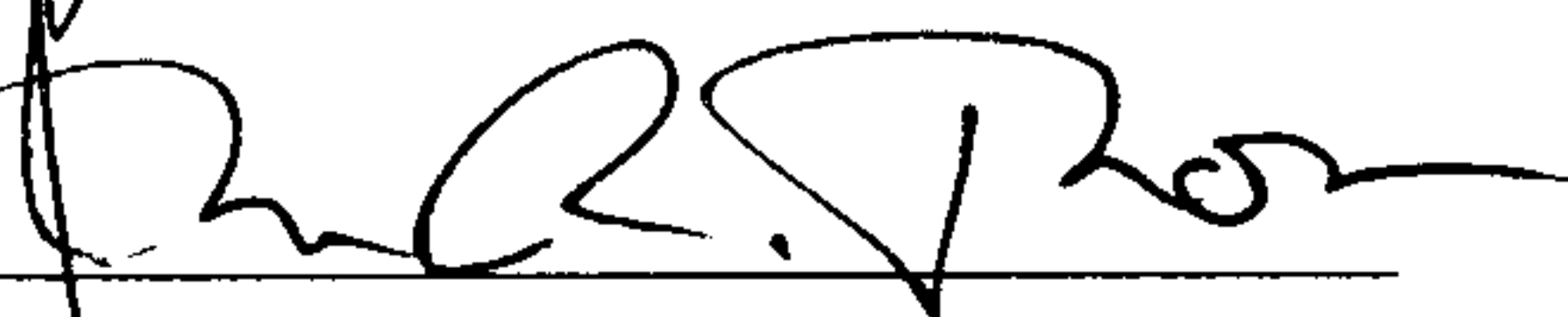
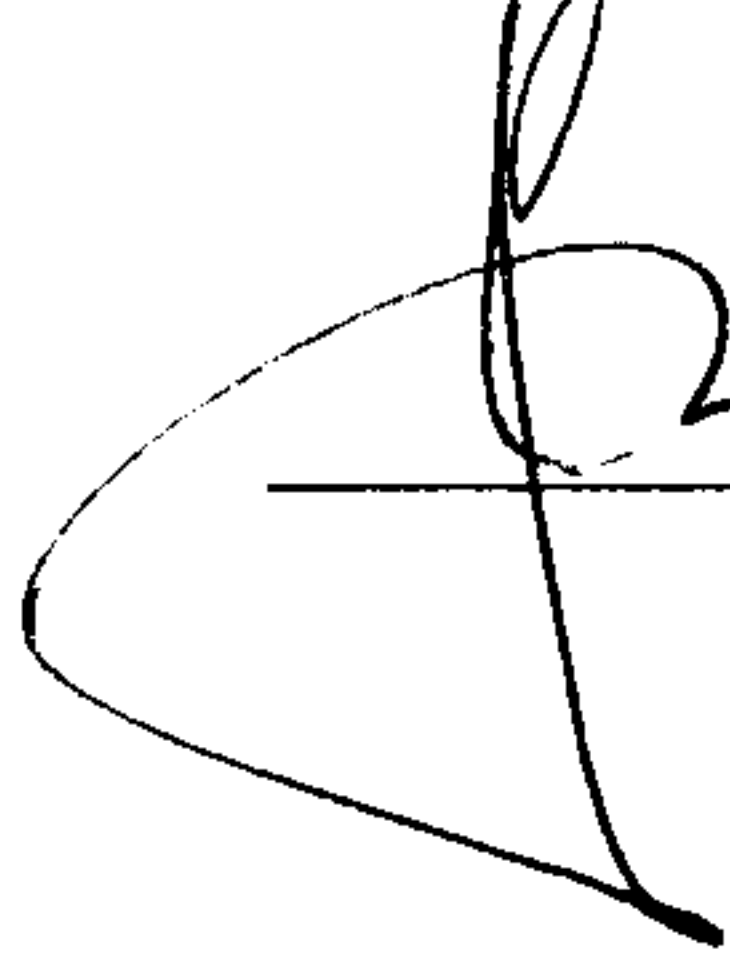
(28) Limitation Upon Power of Attorney Authority. No person acting in the capacity as Grantor’s attorney-in-fact under any power of attorney created by Grantor

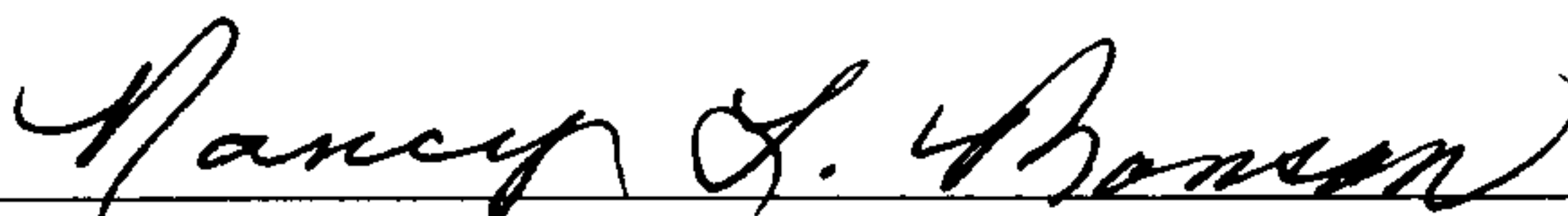
shall have any authority, right or power to amend, revoke or terminate this Agreement or exercise any right held by Grantor under this Agreement.

(29) Paragraph Headings. All paragraph headings are inserted for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

IN WITNESS WHEREOF, NANCY L. MONSON, as Grantor and Trustee, has signed and sealed this Amended and Restated Nancy L. Monson Trust Agreement on the date first above written.

Witnesses to all signatures:


NANCY L. MONSON, Grantor

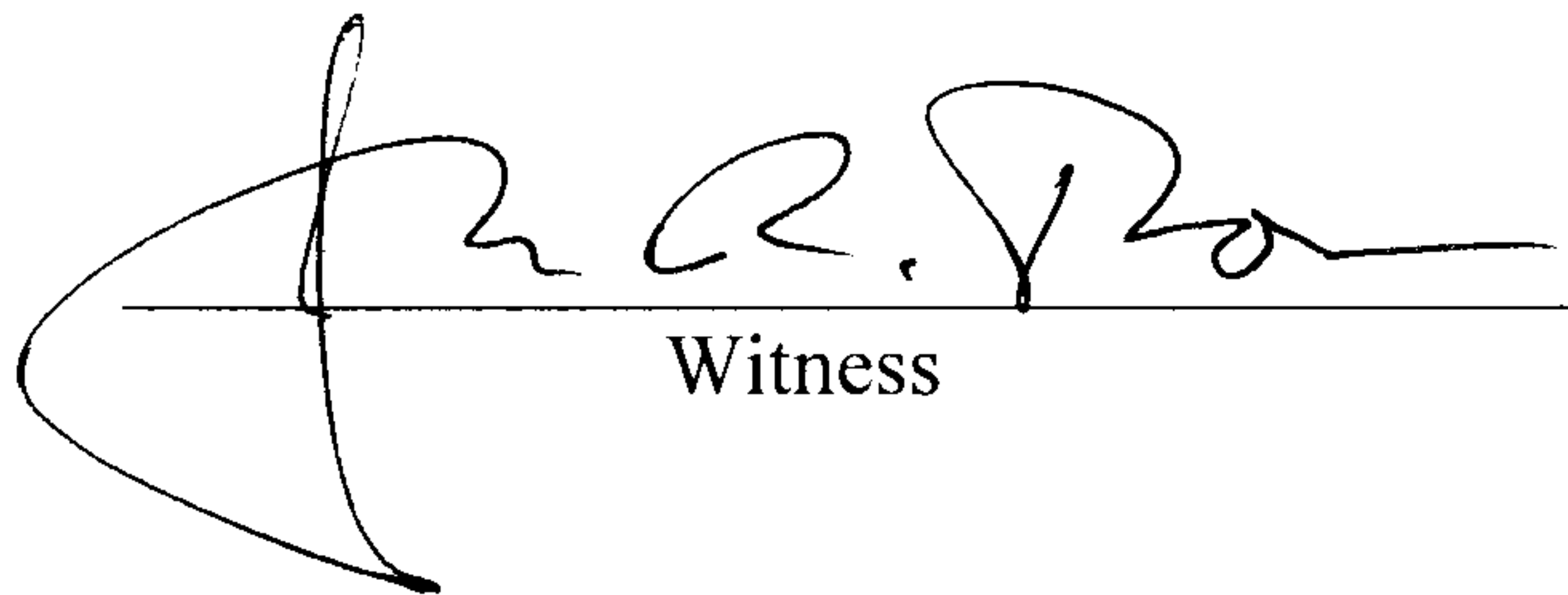

NANCY L. MONSON, Trustee



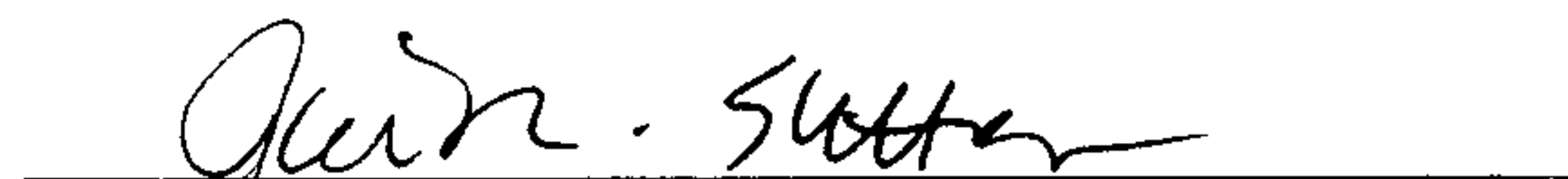
STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, says that ()he saw NANCY L. MONSON, as Grantor and Trustee, execute and deliver the within written Amended and Restated Nancy L. Monson Trust Agreement, and that ()he with the other witness subscribed above witnessed the execution and delivery thereof.


Witness

SWORN to before me this 22nd
day of December, 2008.


Notary Public for South Carolina
My Commission Expires: 4/15/11



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Shelby Cnty Judge of Probate, AL
03/13/2013 04:27:03 PM FILED/CERT

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