

STATE OF ALABAMA)
SHELBY COUNTY)

THE MARGARET LUCILLE ATCHISON FAMILY TRUST

This is a TRUST AGREEMENT made on the 28th day of October, 2013, between **Margaret Lucille Atchison**, of Shelby County, Alabama, as Grantor (hereinafter referred to as the "Grantor"), and **Daniel Wayne Atchison**, of Shelby County, Alabama, as Trustee (hereinafter referred to as the "Trustee").

WITNESSETH:

WHEREAS, the Grantor desires to establish a Family Trust; and,

WHEREAS, the Trustee is willing to act in such capacity upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Grantor does hereby create and establish this Revocable Trust upon the terms and conditions hereinafter set forth.

1. TRUST PROPERTY. The Grantor hereby pays, transfers and delivers to the Trustee the property listed on Schedule A annexed hereto, the receipt of which is hereby acknowledged by the Trustee, in trust, upon the express terms and conditions and with the powers and limitations hereinafter set forth.

2. ADDITIONAL PROPERTY. The Grantor or any other person may, at any time and from time to time, add cash, securities, real property or other property to the principal of the Trust herein created by deed, gift, will, beneficiary designation or otherwise; and such property shall thereupon become a part of the Trust and shall be managed, invested, and reinvested and disposed of on the same terms and conditions as the property originally transferred.

3. REVOCABILITY. The Trust created herein shall be revocable and the Grantor hereby expressly reserves the right to revoke or amend the Trust at any time. In the event that the Grantor becomes legally incompetent and unable to manage his or her own affairs, then this trust shall become irrevocable and shall continue throughout the incompetency of the Grantor in order to meet the ongoing and continuing needs of the Grantor as provided in paragraph 4 below.

4. DISPOSITIVE PROVISIONS

(a) The Trustee shall have complete and sole discretion for the expenditure and use of trust funds and assets, including corpus and income.

(b) The corpus of the trust and its income shall be used to the extent necessary by the Trustee to meet all of the needs and reasonable requests of the Grantor. This shall include any

and all living expenses of a necessary nature, as well as appropriate luxuries. The purpose of the trust is to support and provide for the Grantor in every way.

(c) The Trustee may use any portion of the trust for any child or issue of the Grantor as deemed appropriate by the Trustee.

(d) The Trustee may use the corpus and income of the trust to the point of completely exhausting same. Further, the Trustee may remove all assets and funds from the trust to place them in the name of the Grantor, as the Trustee may determine.

(e) In the event the Grantor becomes an invalid or otherwise not able to manage or understand his or her financial affairs, the Trustee shall use and regulate the trust to the extent necessary to provide for the Grantor's necessities and with the intention of administering the trust in such a way so as to assure that the Grantor's long term needs shall be met. In the event the Grantor becomes an invalid or unable to manage her financial affairs, as provided herein, the trust shall at that time become irrevocable in order to continue meeting his or her needs.

(f) At the time of Grantor's death, the trust estate as it then exists shall be paid as follows:

(1) The trust estate shall be divided into as many equal shares as there are child or children of the Trustee then living. The trust corpus and accumulated income, if any, shall be paid equally to each child free of trust.

(2) If any child predeceases the Grantor, then his or her share shall pass to his or her spouse, free of trust.

(3) If the child of the Grantor and his or her spouse does not survive, then his or her share shall be paid to his or her issue, in equal shares, per stirpes, subject to the provisions in subparagraph (f)(5).

(4) If any child of Grantor predeceases without a spouse and without living issue at his or her death, then his or her share shall pass equally to the other beneficiaries identified herein.

(5) For any beneficiary who has not reached the age of twenty-one (21) years, then his or her share shall be paid into any trust that may have been created by the parent of said child and administered in accordance with its terms, and if there is no such trust or any such trust cannot accept this contribution, then the said share shall be paid to his or her legal representative, guardian or conservator as Custodian of such beneficiary under the Uniform Transfers to Minors Act or Uniform Gifts to Minors Act in the state where such beneficiary lives. The disposition of such beneficiary's share shall then be held according to the terms of said Act, and distributed and administered in accordance therewith.

(g) If any share is going to a beneficiary with special needs, it is my desire that his or her share qualify as a supplemental needs trust, thereby removing the trust estate from limitations of Medicaid, Supplemental Security Income, or other provisions of law. I direct that such trust

estate be held as a supplemental needs trust and administered and distributed as hereinafter provided:

(1) During the lifetime of any beneficiary, the Trustee shall from time to time apply and pay for the benefit of him or her so much of the income and principal of the Trust as the Trustee in his sole and absolute discretion shall deem advisable. During the term of this trust it shall be irrevocable.

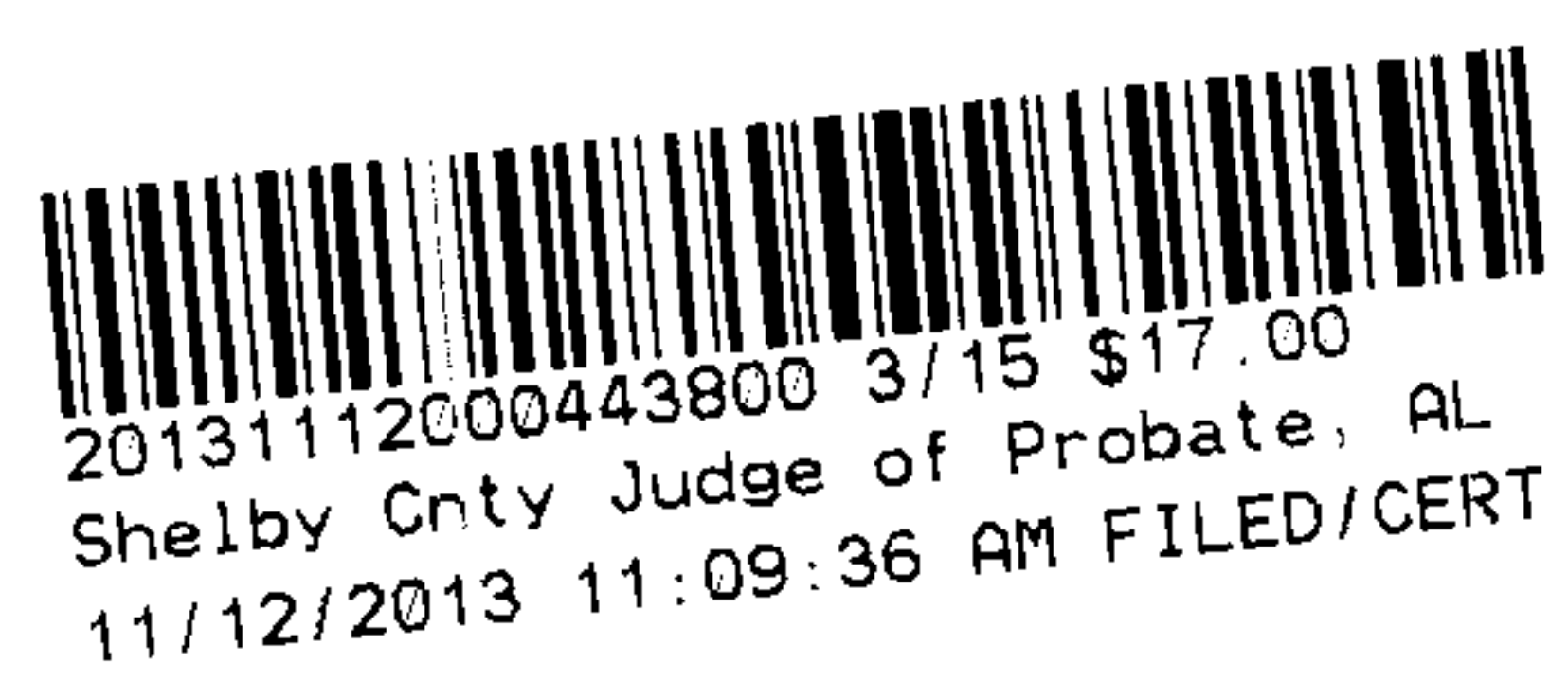
(2) Prior to making any distributions of income or principal, the trustee shall consider such city, county, state, federal or other governmental or private assistance programs that are or may be available to any other beneficiary and whether such distributions by the Trustee would reduce, eliminate or result in the denial of any such benefits. This Trust is not intended to supplant or replace any public assistance benefits available from any agency which has a responsibility to serve persons with disabilities; rather, it is my intent that this Trust be used to provide for any beneficiary with supplemental benefits which would not otherwise be available to them from such agencies. None of the income or principal of the trust shall be applied in a manner which would supplant, reduce, eliminate or result in the denial of any benefits available to any beneficiary from any city, county, state, federal or other governmental or private assistance programs and no part of the Trust is to be considered to be an available resource or asset of the beneficiary.

(3) All payments from this trust for the benefit of the beneficiary shall be direct payment to the person or persons who supply goods or services to the beneficiary at the request of the Trustee. The Trustee shall not make any payments or distributions directly to the beneficiary or to any person with legal authority to act on the beneficiary's behalf.

(4) To aid the Trustee in determining what he may pay for the benefit of any beneficiary, the following are examples of the kinds of distributions that the Trustee may make: supplemental medical and dental procedures, whether preventative, diagnostic, curative, or rehabilitative in nature, that are not covered by any city, county, state, federal or other governmental or private assistance programs; eyeglasses; supplemental nursing, sitters, or other care; rehabilitative therapy services; the cost of an upgrade to a private room in a hospital, nursing home or other institution; travel, including vacations and appropriate provisions for sitters and companions; transportation, including the cost of maintaining and insuring any such transportation; radios, television or other electronic devices or services that may enhance or benefit beneficiary's life; telephone service; tutoring services; and other such items that are determined in the sole and absolute discretion of the Trustee, but which would not supplant or replace any set public assistance benefits or cause any denial of said benefits.

(5) Notwithstanding any of the foregoing or any of the trust powers contained in this Trust, the Trustee shall have no power or authority to do anything which would result in a reduction, elimination or denial of any public assistance benefits available from any city, county, state, federal or other governmental or private assistance programs and the powers and discretion of the Trustee shall be governed and limited by any laws or regulations that are in effect at the time of the execution of this Trust, at any such time as the provisions hereof may go into effect, or as such laws or regulations may at any time be amended or enacted.

(6) In the event the availability of any governmental or private assistance program is adversely effected by the terms of this trust, either through a change in law or regulation or otherwise, the Trustee shall have the discretion, if not otherwise prohibited by law, to end the trust as to any beneficiary and then



continue it as may be otherwise provided herein as to other beneficiaries and if there are no further trust provisions as to other beneficiaries, then all other remainder interests may be accelerated and the Trust corpus and income, if any, may be allocated, distributed and paid out in accordance with the terms hereof.

(7) This trust may receive contributions from other persons. However, when the beneficiary reaches the age of sixty-five (65) years, no additional contributions may be made to the trust.

(8) Upon the death of the beneficiary:

- (A) The Trustee shall pay the reasonable and necessary administrative expenses, attorney's fees and trustee's fees related to administration and termination of the trust.
- (B) The Trustee shall pay all funeral expenses, last bills, taxes and valid debts of the beneficiary for which this trust would otherwise be responsible.
- (C) If after payment of the amounts provided herein, the beneficiary dies with funds remaining in the trust, then it shall be paid to his or her issue, per stirpes. If he or she dies without issue, then the remaining trust funds shall be paid to the other beneficiaries named or identified in this Item of the Last Will and Testament and shall be subject to the terms of the Last Will and Testament.

5. POWERS OF TRUSTEES.

(a) Without limitation of the powers conferred by statute or general rules of law, the Trustee shall have the following powers and authorities, with respect to any property contained in any trust created hereunder in addition to others now or hereafter conferred by law:

In the management and control of the trust estate created hereunder, the Trustee may do and have done with respect to the trust estate, and every part and share thereof, all things which, in the judgment and discretion of the Trustee, may seem necessary, desirable or proper to promote, protect or conserve the interests thereof, and of the beneficiaries thereof, and every determination of the Trustee in the construction of powers or in any matters with respect to which the Trustee may be empowered to act or exercise discretion hereunder, whether made upon a question formally or actually raised, or implied in any act or proceeding of the Trustee in relation to the premises, shall be binding upon all persons interested in the trust estate, and the beneficiaries, and shall not be questioned on any grounds whatsoever. Powers and discretion, however, are vested in the Trustee as fiduciary, in the interest of the trust estate, and the beneficiaries, and not the personal advantage of the Trustee. The Trustee shall not be required to give bond or to file an inventory or appraisal of the trust estate or to make an accounting or final settlement or any report to any court except that the Trustee shall be required to make an accounting ordered by a court in assistance of an action brought by a beneficiary against the Trustee for breach of fiduciary duty; and the Trustee shall keep an inventory of the trust estate, and books and records reflecting all principal and income transactions which shall be open at all reasonable times to the inspection of the beneficiaries and to the guardian of any beneficiary who is a minor. The Trustee without notice to anyone or order of court shall have and may exercise, among others, each and all of the powers following, to be broadly construed, with respect to the trust estate, viz.:

(1) To receive additions to the trust estate by will, gift or otherwise, and to hold and administer the same under the provisions hereof.

(2) To sell, exchange, transfer or convey all or any part of the trust estate upon such terms and conditions as the Trustee shall see fit, privately or otherwise, and to invest and reinvest the trust estate in such property, real or personal including real estate, loans, stocks, bonds or other securities, mortgages, common funds, interests as a partner in the trust capacity hereunder in any partnership or sole proprietorship or any business and other subject of investment as the Trustee may deem suitable or desirable and to change investments and make new investments, from time to time, as to it may seem desirable or necessary, regardless of whether or not any thereof are so-called "legal investments of trust funds" under the Constitution or laws of any State or rule of any court.

(3) To improve, repair, lease, rent for improvement, or otherwise for a term beyond the possible termination of the trust, or for any less term either with or without option to purchase, and to let, exchange, release, partition, vacate, dedicate or adjust the boundaries of any real estate constitution a part of said trust estate.

(4) To borrow money for such time and upon such terms as the Trustee shall see fit, without security or on mortgage of any real estate or upon pledge of any personal property held by the Trustee hereunder, and to execute mortgages or pledge agreements therefore.

(5) To hold any property or securities originally received by the Trustee (including any stocks, obligations or securities of the corporate Trustee, if any) as part of said trust estate so long as the Trustee shall consider the retention thereof for the best interests of said trust estate, irrespective of whether such property or securities are a so-called "legal investment of trust funds" under the Constitution of laws of any state or rules of any court, without liability for depreciation or loss through error of judgment, and in disposing of any property constituting a part of said trust estate to acquire other property which is not a so-called "legal investment of trust funds" under the Constitution or law of any state or rule of any court, where such course is, in the Trustee's opinion, for the best interest of said trust estate; provided that the Trustee shall not retain, unproductive, nor shall the Trustee invest in unproductive property.

(6) To determine whether any money or property coming into the Trustee's hands shall be treated as a part of the principal of said trust estate or a part of the income therefrom, to apportion between such principal and income any loss or expenditure in connection with said trust estate as to the Trustee may seem just and equitable and to set up reserves out of income or meet such items of depreciation, obsolescence, future repairs or construction, or amortization of indebtedness deemed by the Trustee to be a proper charge against income.

(7) To keep any property constituting a part of the trust estate properly insured against fire and storm, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon said property, and generally, to pay all of the expenses of the Trustee incurred in the exercise of the powers herein vested in it which, in the Trustee's judgment, may be proper or necessary.

(8) To determine the identity of persons entitled to take hereunder, and to make divisions and distributions hereunder, provided for either in cash or in kind, or partly in cash and partly in kind, and for that purpose to determine the value thereof, and to select and determine, in its sole discretion, which asset or assets of the trust estate shall be allocated and distributed in satisfaction of any legacy.

(9) To hold any or all securities or other property in the name of the Trustee, in the name of a nominee, without disclosing any fiduciary relation, or bearer form but only if the type of security requires it.

(10) To vote in person or by proxy all corporate securities of any kind held for the trust estate, to unite with other owners of similar property in carrying out any plan for the reorganization of any corporation or company whose securities form a portion of the trust estate, to exchange the securities of any corporation of other securities upon such terms as the Trustee

may deem proper, to assent to the consolidation or merger of any such corporation, to assent to and vote for the sale, mortgage or lease of any or all of the property of such corporation to any other persons, firm or corporation, to pay all assessment, expenses and sums of money as the Trustee may deem expedient for the protection of the interest of the trust estate as the holder of such stocks, bonds or other securities, and generally, to exercise in respect to all securities held for the trust estate the same rights and powers as are or may be exercised by the persons owning similar property in their own right.

(11) To employ such agents, accountants and attorneys as may be necessary or advisable in the administration of this trust; provided that the attorneys to represent the trust shall not be attorneys regularly employed by a corporate trustee.

(12) At any time, or from time to time, to advance money to the trust estate from the Trustee's funds for any purpose or purposes of the trust, and to reimburse itself for the money advanced, and interest thereon from the trust property or from any funds belonging to the trust property thereafter coming into the Trustee's custody from any source.

(13) To pay from and out of the income of the trust property any and all expenses reasonably necessary for the administration of the trust, including interest, taxes, insurance, including public liability insurance and compensation to the Trustee, as well as any other expense incurred for the benefit of the trust estate, and in the event the income from the trust property is insufficient for the purpose of paying such expenses, to pay the same from the corpus of the trust estate.

(14) To execute and deliver any and all contracts, conveyances, transfers or other instruments, and to do any acts necessary or desirable in the execution of powers herein vested.

(b) Except as otherwise provided to the contrary herein, all references in this paragraph to any property contained in any trust created hereunder shall be deemed to include specifically, without limitation, stock or other securities of any corporate trustee at any time serving hereunder, their respective holding companies, affiliates or successors. The Trustee shall have the authority to deal with stock or securities in the same manner provided with respect to any other property contained in my estate or any trust.

(c) No person or corporation dealing with the Trustee shall be required to inquire into the terms of this instrument or any trust hereunder, nor shall any purchaser therefrom be required to see to the application of the purchase money.

(d) The Trustee shall furnish, upon request, annual or other current statements to the adult or otherwise legally competent beneficiaries then entitled to receive income of all trusts established hereunder and to the guardians or conservators of such minor or otherwise incapacitated beneficiaries, without liability to any present or future beneficiary of any such trust.

(e) The powers herein granted to the Trustee may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of Trustees pursuant to law, and shall include all powers necessary to carry the same into effect. the Trustee shall discharge its duties with respect to any trust created hereunder solely in

the interest of the beneficiary or beneficiaries of such trust, acting with the care, skill, prudence and diligence under the circumstances then prevailing which a prudent person acting in such capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

(f) All checks or withdrawals from any bank account maintained by any trust established hereunder may be signed or made by any one or more of the Trustees as they may mutually agree.

(g) For the concerns of the Trustee for the potential of dealing with assets that may come into the trust estate that may have adverse environmental impact, Grantor directs that the Trustee shall have the benefit of the following provisions:

(1) To conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder;

(2) To take all appropriate remedial action to contain, clean-up or remove any environmental hazard, including a spill, release, discharge, or contamination, either on its own account or in response to an actual or threatened violation of any environmental law or regulation thereunder;

(3) Institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state, or federal agency concerned with environmental compliance, or by a private litigant;

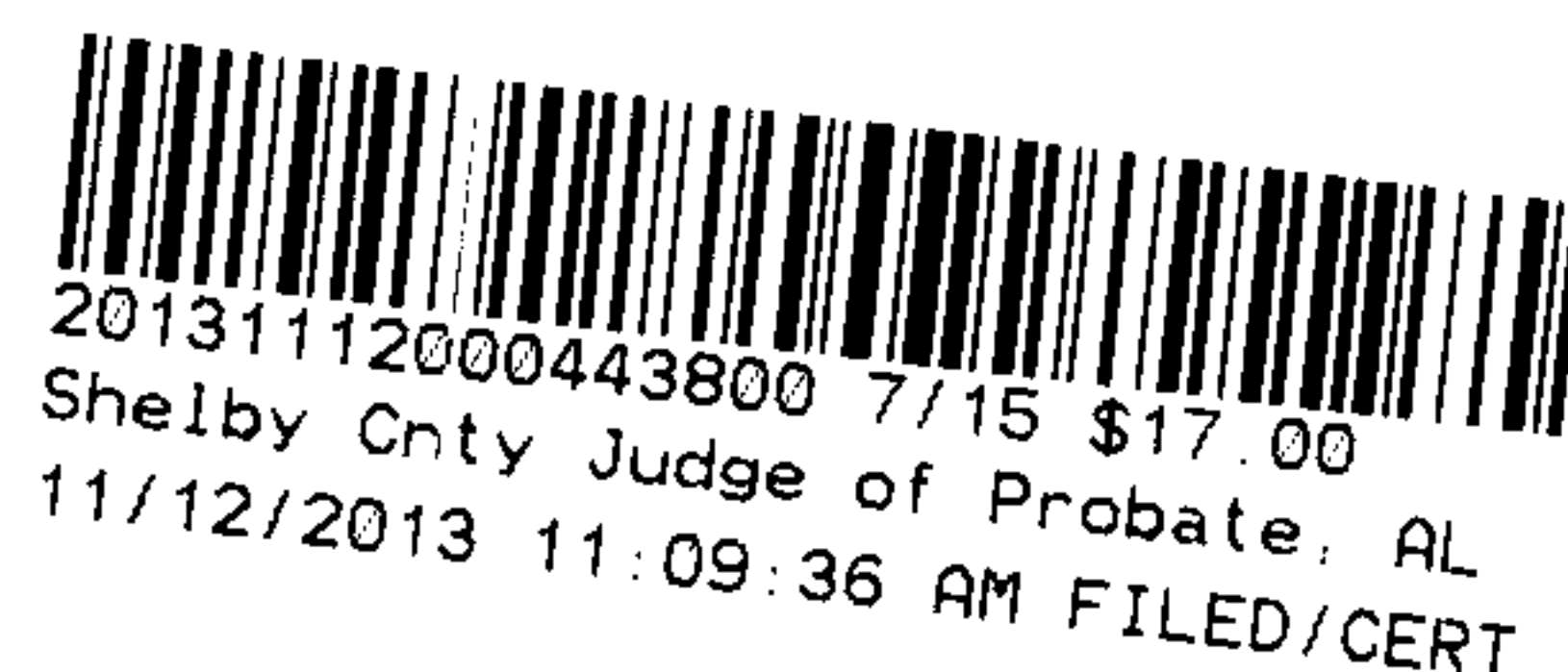
(4) Comply with any local, state, or federal agency order or court order directing an assessment, abatement or clean-up of any environmental hazards;

(5) Employ agents, consultants and legal counsel to assist or perform the above undertakings or actions. Any expenses incurred by the Trustee under this sub-paragraph may be charged against income or principal as the Trustee shall determine;

(6) To receive any property that may be contributed by any other person to the trust if the Trustee consents in writing, provided however, that the Trustee may require, as a prerequisite to accepting property, that the donating party provided evidence satisfactory to the Trustee that (i) the property is not contaminated by any hazardous or toxic materials or substances; and (ii) the property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release, or discharge of any hazardous toxic materials or substances;

(7) It is not my desire that my trust or trusts be damaged as a result of any property that shall violate any hazardous waste or environmental law and it is my instruction to my Trustee that assets not be dissipated for the protection of any said asset unless in the discretion of my Trustee, it determines that it shall be advantageous to the trust;

(8) No Executor or Trustee, shall, however, be liable for any loss or depreciation in value sustained by the estate or trust as a result of the Executor or Trustee retaining any property upon which there is later discovered to be hazardous materials or substances requiring remedial action pursuant to any federal, state, or local environmental law, unless the Executor or Trustee contributed to the loss or depreciation in value through willful default or misconduct;



(9) Notwithstanding any contrary provision of this instrument, the Executor or Trustee may withhold a distribution to a beneficiary hereunder until receiving from the beneficiary any indemnification agreement in which the beneficiary agrees to indemnify the Executor or Trustee against any claims filed against the Executor or Trustee as “owner” or “operator” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended, or any regulation thereunder. Provided, further, that the Executor may not take any action under this paragraph that would in any way jeopardize any marital deduction available under federal or state law for property passing to or for the benefit of my spouse.

6. APPOINTMENT OF TRUSTEE. The Grantor appoints **Daniel Wayne Atchison** as Trustee. In the event he cannot serve as Trustee for any reason, the Grantor appoints **Ronald L. Atchison** as Trustee. If neither of them can serve, then **Pamela R. Franklin** or **Deborah L. Mayfield** shall serve as Trustee.

7. SUCCESSOR TRUSTEE. If none of the persons named as Trustees above shall be able to serve as Trustee, then the beneficiaries of this Trust, and if any then be under the age of nineteen (19) years, or legally incompetent, the legal guardian or custodian of such beneficiary, shall select another person or entity to serve as Trustee. If a person is selected, it shall be a person who, in the opinion of the beneficiaries or their representatives, shall have the requisite knowledge or ability to act as Trustee to manage the affairs of the Trust and to otherwise carry out the duties and obligations of this Trust. Such person need not possess any particular degree or qualification, but his or her experience should be such that the beneficiaries may rely upon his or her ability and judgment to meet the duties and obligations of this Trust. Otherwise, if an entity is to be selected as Trustee, such entity shall be a national banking association possessed of a trust or other department capable of administering this Trust, and who shall have assets in the aggregate of at least One Hundred Million Dollars (\$100,000,000.00). If any such entity is appointed, and a successor in interest takes its place, then such successor may continue as Trustee, in the discretion of the beneficiaries or their representative. Otherwise, except for the original Trustee or Trustees named in paragraph 6 above, the beneficiaries or their representatives, may at any time change the Trustee of this Trust for any reason, in accordance with the guidelines specified above.

8. RESIGNATION OF TRUSTEE. In the event that any Trustee resigns, she or he shall give ninety (90) days written notice to the beneficiaries of this Trust and any other Trustee, and if any then be under the age of nineteen (19) years, or legally incompetent, to the legal guardian or custodian of such beneficiary. Any remaining Trustee shall continue as Trustee. If there are no Trustees remaining as named above, then all such beneficiaries, or representatives of such beneficiaries shall select another person or entity to serve as Trustee, according to the terms and conditions of this Trust document and as provided above. In the event a successor Trustee is

not appointed as provided herein within ninety (90) days after receipt of notice of resignation of a Trustee, then the Trustee wishing to resign may petition a court of competent jurisdiction for the appointment of a successor Trustee and the judicial settlement of its account.

9. STATUS OF SUCCESSOR TRUSTEE.

(a) Any successor Trustee shall be vested with all the duties, rights, titles, powers (whether discretionary or otherwise) and exemptions as if originally named as Trustee.

(b) No successor Trustee shall be liable or responsible in any way for the actions or defaults of any predecessor Trustee, nor bear any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee, but such successor Trustee shall be liable only for his, her or its own actions and defaults in respect to property actually received as such trustee.

(c) Any successor Trustee serving hereunder may accept the account 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 by reason of so doing, all without the necessity of any court proceedings or judicial supervision or approval, regardless of any beneficial vested or contingent interests of any minors, incompetent beneficiaries, or unborn beneficiaries. Any superseded Trustee shall, at the cost and expense of the Trust, execute and deliver all conveyances and assignments and do or cause to be done any and all acts and things as may be necessary to vest effectually in both the remaining Trustee, if any, and the successor Trustee all of the rights, titles and interests of the superseded Trustee hereunder and effectually to confirm to such remaining or successor Trustee the authority to act as such. Such action shall be taken by the superseded Trustee within ninety (90) days after the giving of notice of resignation.

10. MISCELLANEOUS ADMINISTRATION PROVISIONS.

(a) No Trustee named herein or appointed under any of the provisions hereof shall be required to give bond or to file an inventory or accounting in any court, or to render any report in court upon final settlement of acts performed as Trustee, although any Trustee shall make out and keep an inventory and maintain records of all transactions relating hereto and shall exhibit the same to any party in interest at any reasonable time.

(b) No person named herein shall be paid compensation as Trustee. Otherwise, any Trustee appointed by a Court or a corporate Trustee may be entitled to reasonable compensation as approved by the Court or by its reasonable fee schedule.

(c) Any Trustee hereunder shall be entitled to reimbursement for all reasonable and necessary expenses incurred as Trustee, including travel expense.

11. DISTRIBUTIONS FOR BENEFIT OF A BENEFICIARY. In case any amounts of income or principal become payable from the Trust to a person under legal disability, or to a person who is unable to handle his or her own financial affairs as a result of accident, illness, or advancing age, or, for any beneficiary at anytime, in the sole judgment of the Trustee, the Trustee shall have sole discretion to pay such amounts to or for the benefit of such beneficiary in any one or more of the following ways:

- (a) directly to such beneficiary;
- (b) to any custodial account heretofore or hereafter established for the beneficiary pursuant to the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act in effect in the state of such beneficiary's residence;
- (c) to the legal guardian, conservator or custodian of such beneficiary for the use and benefit of such beneficiary;
- (d) to a relative of such beneficiary to be expended by such relative for the benefit of such beneficiary; or
- (e) by the Trustee expending any such income or principal for the benefit of such beneficiary.

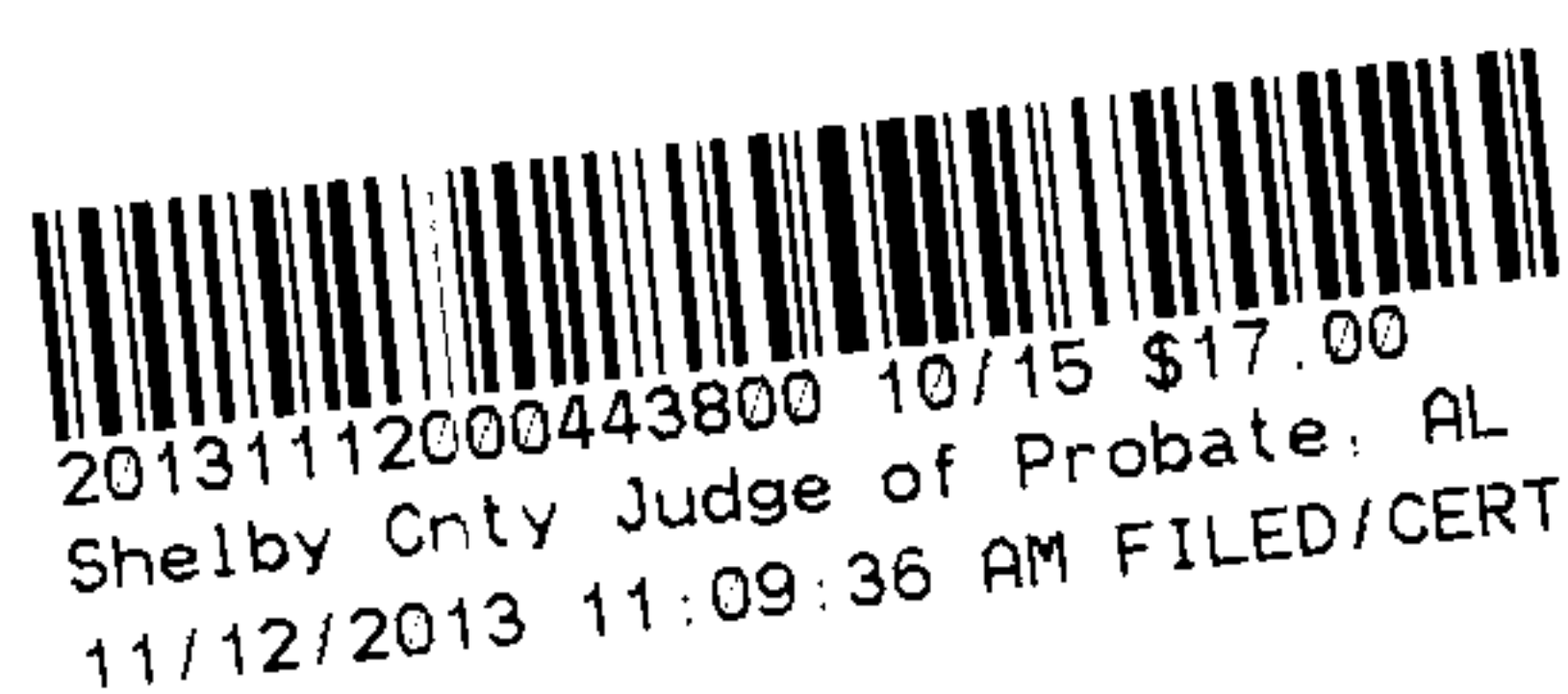
12. EXCULPATORY CLAUSE; DISCHARGE OF TRUSTEE.

(a) The Trustee shall not be responsible or liable for any mistake or error of judgment in the administration of the Trust resulting in loss to the Trust or any beneficiary by reason of investment or otherwise, except for the gross negligence or willful misconduct of the Trustee. The Trustee shall not be liable for any loss resulting to the Trust or any beneficiary, by reason of tax liability or otherwise, as a result of the replacement of, increase or decrease in the amount of, or other change in any insurance policy owned by the Trustee.

(b) Upon making any payment or transfer hereunder, the Trustee shall be discharged as to such payment or transfer without liability for the subsequent application thereof, and when the final payment or transfer is made from the principal of this Trust, the Trust shall terminate, and the Trustee shall be fully discharged.

13. SAVINGS CLAUSE - PERPETUITIES AND ACCUMULATIONS.

(a) Notwithstanding anything herein to the contrary, no trust created by this Agreement shall continue for a period of time after the death of the last survivor of Grantor, their children, issue or beneficiaries named herein that would violate any rule of perpetuity or other lawful limitation, and if at the expiration of such period any property is still held in trust hereunder, then the property in each separate trust shall immediately be distributed to the beneficiary or beneficiaries of that trust.



(b) If any trust created hereunder shall be determined to be a trust for accumulation only, then there shall be no accumulation of income of such trust beyond the period permitted by law, and all net income thereafter received shall be paid at least annually to the income beneficiary or beneficiaries of such trust.

14. SPENDTHRIFT PROVISIONS. The interest of any beneficiary in principal or income of any trust created hereunder shall not be subject to assignment, alienation, pledge, attachment, or to the claims of creditors of such beneficiary and shall not otherwise be voluntarily or involuntarily alienated or encumbered by such beneficiary.

15. UNPRODUCTIVE PROPERTY.

(a) The Trustee is expressly authorized to hold, retain, purchase, and acquire, as an asset of the Trust, any underproductive or unproductive property of every kind and description.

(b) On the sale of any underproductive or unproductive property, the Trustees shall credit all of the proceeds of the sale to the principal of the Trust, to the total exclusion of trust income.

16. DISSOLUTION OF TRUST. The Trust may or shall be dissolved under the following conditions:

(a) If the Grantor revokes the trust, then it shall come to an end upon said date of revocation.

(b) Otherwise, during the lifetime of the Grantor, the Trust shall remain in existence until all funds are depleted. If all funds are depleted, being principal and income, then the trust shall come to an end at that time.

(c) If the Grantor is incompetent, the trust shall remain in effect throughout the life of said Grantor or until the trust is depleted. In the event the Grantor regains legal competency, the trust may be terminated at the discretion of the Grantor.

(d) Upon the death of Grantor, the remaining trust funds shall be paid to the beneficiaries named in the trust to do with as they may deem best and proper, subject however to continuing trust provisions in paragraph 4. Otherwise, in the discretion of the Trustee, if any of said children are legally incompetent, his share shall be paid to an appropriate Conservator, Guardian, Trustee, or other personal representative and the trust shall then come to an end.

(e) If Grantor has died and one or more of her children have died, but leaving issue or beneficiaries surviving, then the Trust shall pay to all appropriate beneficiaries their appropriate share to do with as they deem best and proper, subject, however, to any applicable trust provisions or Uniform Transfers or Gifts to Minors Act requirements stated above. Upon final payment according to any such trust or law, the trust shall come to an end.

17. LIMITATION OF POWERS. Notwithstanding anything herein contained to the contrary, no powers enumerated herein or accorded to trustee generally pursuant to law shall be construed to enable the Grantor, the Trustee or any other person to purchase, exchange, or otherwise deal with or dispose of the principal or income of the Trust for less than an adequate or full consideration in money or money's worth, or to enable the Grantor or the Trustee to borrow the principal or income of the Trust, directly or indirectly, without adequate interest or security. No person other than the Trustees shall have or exercise the power to vote or direct the voting of any stock or other securities of the Trust, to control the investment of the Trust either by directing investments or reinvestments or by vetoing proposed investments or reinvestments, or to reacquire or exchange any property of the Trust by substituting other property of an equivalent value.

18. INTERPRETATIONS AND MISCELLANEOUS PROVISIONS.

(a) The Invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

(b) The captions or paragraph headings contained in this Agreement are for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.

(c) Throughout this Agreement, the masculine gender shall be deemed to include the feminine gender and vice-versa, and both shall be deemed to include the neuter and vice-versa, and the singular shall be deemed to include the plural and vice-versa, whenever the context shall permit.

(d) Whenever in this Agreement reference is made to "Trustee", "Trustees", or "Co-Trustees", such reference shall be deemed to include not only the Trustees expressly named herein, but also any and all successors at anytime qualified and acting hereunder.

(e) If any beneficiary to whom the Trustee is directed in this instrument to distribute any share of the Trust principal is the beneficiary of a trust then in existence under the terms of this instrument, then such share, instead of being paid directly to such person, shall be added to and merged with the trust being held for his or her benefit and shall be held and administered as if it had been an original part of such other trust.

(f) The Trustee shall pay all costs, charges and expenses of the Trust. The Trustee shall be paid a reasonable fee for services. The Trustee shall be paid a reasonable fee for his or her services. The Trustee shall be reimbursed from the Trust for all costs, expenses and attorney's fees incurred by the Trustee for any reason, except for fraud or gross negligence.

(g) References in this Trust Agreement to "delivery" mean delivered in person or mailed by the United States mail, postage prepaid and property addressed, to the last known address of the party to whom such delivery is to be made.

19. SITUS. The construction of this instrument, the validity of the interests created hereby, and the administration of the Trust property shall be governed by the laws of the State of Alabama.

20. NAME. The trust created by this instrument shall be known as **THE MARGARET LUCILLE ATCHISON FAMILY TRUST**. Any property held by the Trustee may be held in and any dealing by the Trustee may be carried on under said name.

IN WITNESS WHEREOF, the Grantor and the Trustee have executed this instrument on this the 28th day of October, 2013.

GRANTOR:

Margaret Lucille Atchison
Margaret Lucille Atchison

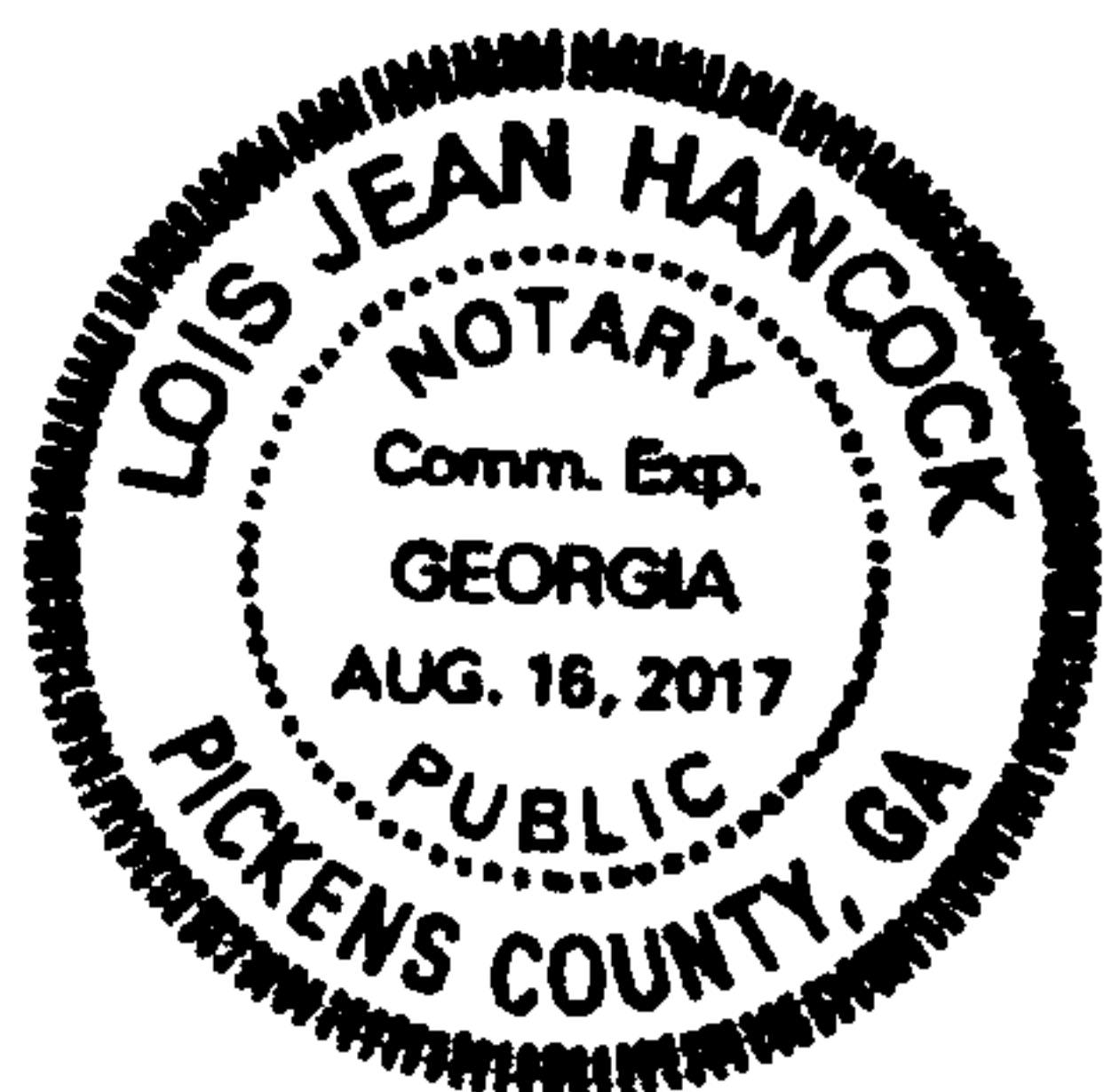
TRUSTEE:

Daniel Wayne Atchison
Daniel Wayne Atchison

Georgia
STATE OF ~~ALABAMA~~)
COUNTY OF Pickens)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Margaret Lucille Atchison, whose name is signed to the foregoing Trust and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, she executed the same voluntarily as Grantor on the day the same bears date.

Given under my hand and official seal, this the 28th day of October, 2013.

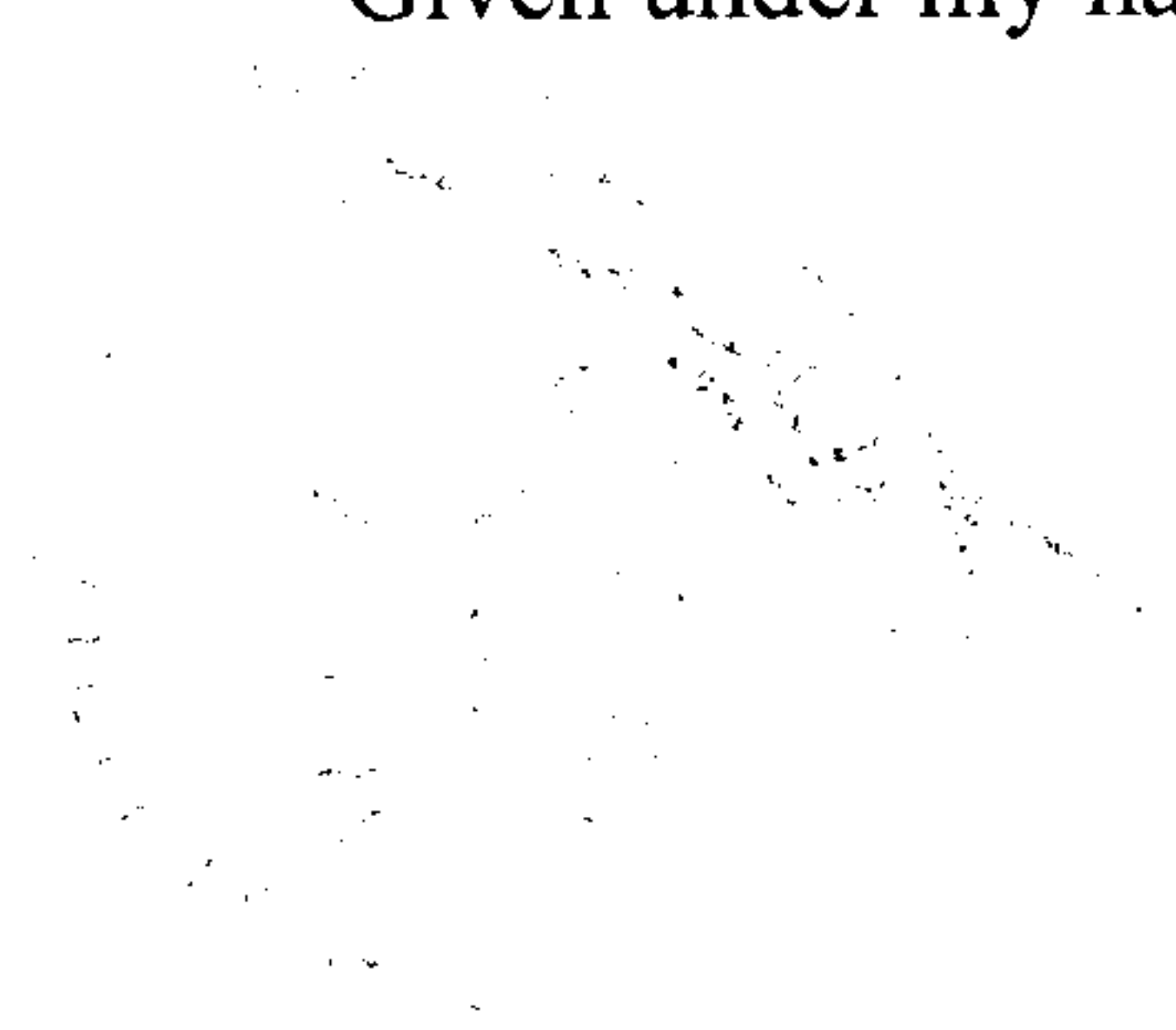


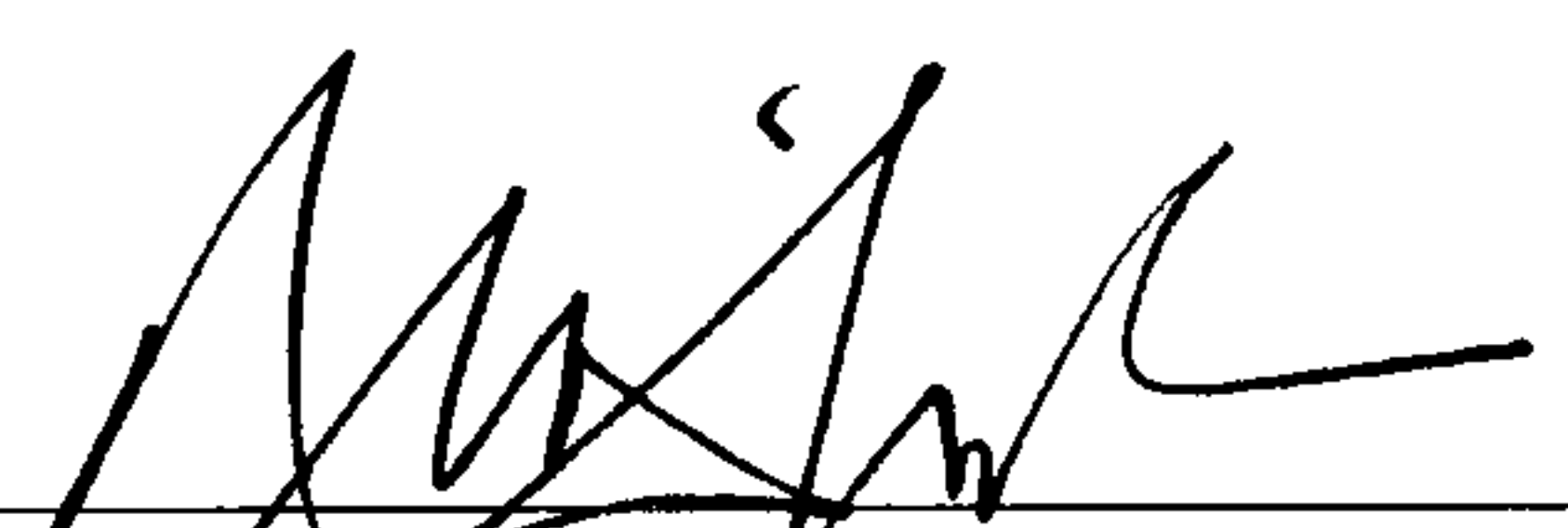
Lois Jean Hancock
Notary Public
Print Name: Lois Jean Hancock
My Commission Expires: 8/16/17

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daniel Wayne Atchison, whose name is signed to the foregoing Trust and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he executed the same voluntarily as Trustee on the day the same bears date.

Given under my hand and official seal, this the 28th day of October, 2013.





Notary Public
Print Name: A. Eric Johnston
My Commission Expires: 2.3.16



20131112000443800 14/15 \$17.00
Shelby Cnty Judge of Probate, AL
11/12/2013 11:09:36 AM FILED/CERT

SCHEDULE "A"

Description of Assets

Date Contributed


20131112000443800 15/15 \$17.00
Shelby Cnty Judge of Probate, AL
11/12/2013 11:09:36 AM FILED/CERT