

SEND TAX NOTICES TO:
LUCAS BROTHERS L.L.C.
5453 Woodford Drive
Birmingham, Alabama 35242

STATUTORY WARRANTY DEED

STATE OF ALABAMA
COUNTY OF SHELBY


KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Ten Dollars (\$10.00) to the undersigned grantors, in hand paid by the grantee herein, the receipt of which is hereby acknowledged, **James Lucas, Personal Representative of the Estate of John T. Lucas, deceased, Probate Case # PR-2013-000675, as sole member of SELFSTORAGE LLC and Beverly M. Lucas, Trustee under the LUCAS LIVING TRUST dated August 11, 1999** (herein referred to as "Grantor"), hereby grants, bargains, sells, and conveys unto **LUCAS BROTHERS L.L.C. (also known as LUCAS BROTHERS, L.L.C., also known as LUCAS BROTHERS, LLC, also known as LUCAS BROTHERS LLC)**, an Alabama limited liability company (herein referred to as "Grantees"), the real estate situated in Shelby County, Alabama, and described on Exhibit "A" attached hereto.

[This property does not constitute the homestead of Grantor nor of Grantor spouse.]

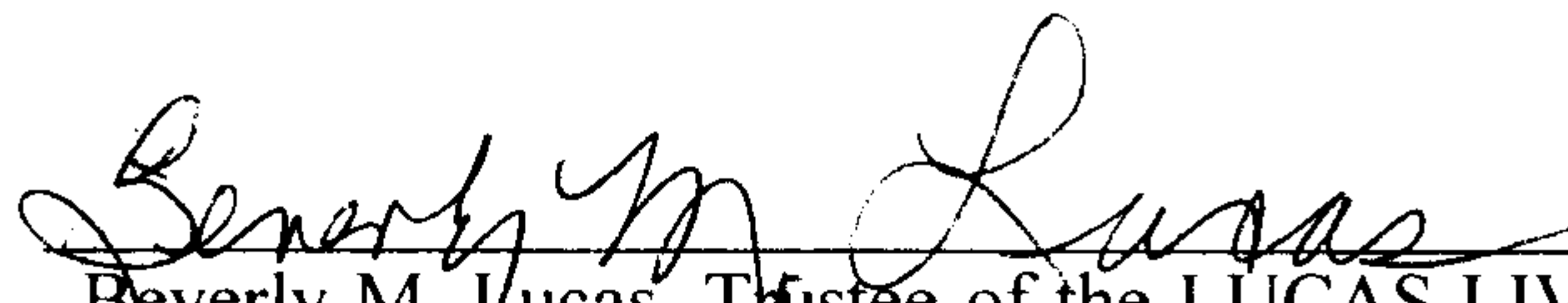
TO HAVE AND TO HOLD the described premises to Grantee, its successors and assigns forever.

AND THE GRANTOR will warrant and forever defend the right and title to the above described property unto the Grantee against the claims of Grantor and all others claiming by or under Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed on the 30th day of July, 2014.



James Lucas, Personal Representative of the Estate of John T. Lucas, deceased, Probate Case # PR-2013-000675, as sole member of SELFSTORAGE LLC L.S.



Beverly M. Lucas, Trustee of the LUCAS LIVING TRUST dated August 11, 1999 L.S.

*Please see the LUCAS LIVING TRUST dated August 11, 1999 Trust Certificate attached hereto as Exhibit "B" and made a part hereof.

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James Lucas, as Personal Representative of the Estate of John T. Lucas, deceased, Probate Case # PR-2013-000675, as sole member of SELFSTORAGE LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such personal representative, executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this the 30th day of July, 2014.

Wendy H. Davis
NOTARY PUBLIC
My Commission expires: 7/2/18

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Beverly M. Lucas, as Trustee of the LUCAS LIVING TRUST dated August 11, 1999, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 30th day of July, 2014.

Wendy H. Davis
NOTARY PUBLIC
My Commission expires: 7/2/18

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:

Wendy Hardegree Davis
Engel, Hairston, & Johanson P.C.
P.O. Box 11405
Birmingham, AL 35202
(205) 328-4600

20140805000241630 2/16 \$114.50
Shelby Cnty Judge of Probate, AL
08/05/2014 09:38:46 AM FILED/CERT

EXHIBIT "A"

A PARCEL OF LAND SITUATED IN THE NW ¼ OF THE NE ¼ AND A PARCEL OF LAND SITUATED IN THE NE ¼ OF THE NE ¼ OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL I:

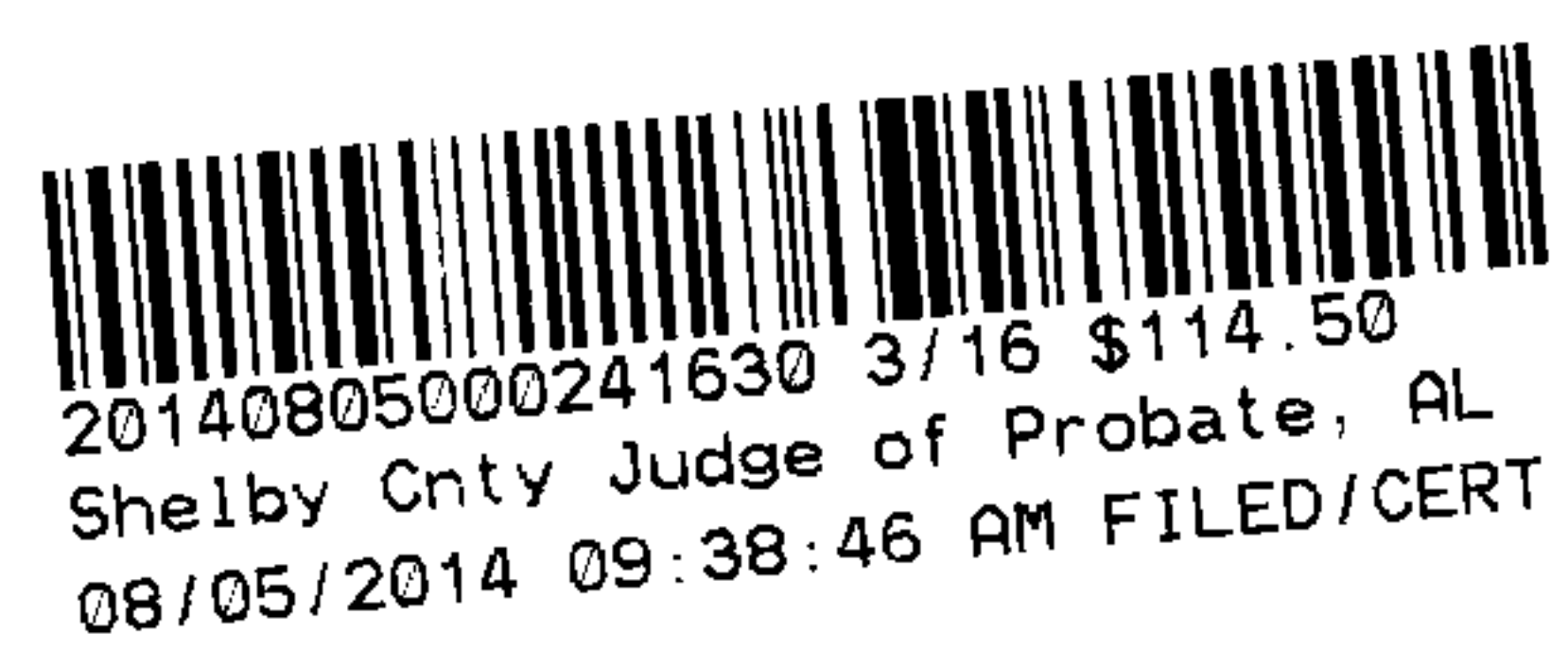
COMMENCE AT THE NE CORNER OF THE NW ¼ OF THE NE ¼ OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 1 WEST, THENCE SOUTH 1 DEG. 38 MIN. 21 SEC. WEST ALONG THE EAST LINE OF SAID ¼ - ¼ SECTION FOR A DISTANCE OF 13.49 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OAK TREE DRIVE (30 FOOT RIGHT OF WAY), SAID ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE AND LEAVING SAID RIGHT OF WAY FOR A DISTANCE OF 275.73 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD U.S. HIGHWAY 280 (80 FOOT RIGHT OF WAY); THENCE SOUTH 29 DEG. 44 MIN. 41 SEC. WEST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 13.90 FEET; THENCE NORTH 82 DEG. 20 MIN. 23 SEC. WEST AND LEAVING SAID RIGHT OF WAY FOR A DISTANCE OF 315.18 FEET; THENCE NORTH 01 DEG. 11 MIN. 39 SEC. EAST FOR A DISTANCE OF 247.49 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OAK TREE DRIVE; THENCE SOUTH 89 DEG. 41 MIN. 10 SEC. EAST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 322.00 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

PARCEL II:

COMMENCE AT THE NE CORNER OF THE NW ¼ OF THE NE ¼ OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 1 WEST; THENCE SOUTH 1 DEG. 38 MIN. 21 SEC. WEST ALONG THE EAST LINE OF SAID ¼ - ¼ SECTION FOR A DISTANCE OF 13.49 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OAK TREE DRIVE (30 FOOT RIGHT OF WAY), SAID ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE AND LEAVING SAID RIGHT OF WAY FOR A DISTANCE OF 275.73 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD U.S. HIGHWAY 280 (80 FOOT RIGHT OF WAY); THENCE NORTH 29 DEG. 44 MIN. 41 SEC. EAST ALONG SAID RIGHT OF WAY FOR DISTANCE OF 316.50 FEET TO THE INTERSECTION OF SAID RIGHT OF WAY AND THE SOUTHERLY RIGHT OF WAY OF OAK TREE DRIVE; THENCE NORTH 89 DEG. 41 MIN. 10 SEC. WEST ALONG SAID OAK TREE DRIVE RIGHT OF WAY AND LEAVING SAID OLD U.S. HWY 280 FOR A DISTANCE OF 149.14 FEET TO THE POINT OF BEGINNING.

SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT TO: i) taxes and assessments for the year 2014, a lien but not yet payable; ii) Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Instrument # 20050805000398590; and iii) coal, oil, gas and mineral and mining rights which are not owned by Grantor.



REAL ESTATE SALES VALIDATION FORM

[This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1]

Grantor's Name:	<u>Lucas Living Trust</u>	Grantee's Name:	<u>Lucas Brothers L.L.C.</u>
	<u>Estate of John T. Lucas</u>		
Mailing Address:	<u>5453 Woodford Drive</u>	Mailing Address:	<u>5453 Woodford Drive</u>
	<u>Birmingham, AL 35242</u>		<u>Birmingham, AL 35242</u>
Property Address:	<u>69 Oak Tree Drive</u>	Date of Transfer:	<u>July 30, 2014</u>
	<u>Chelsea, AL 35043</u>	Total Purchase Price:	_____
		Or	
		Actual Value:	<u>\$ 390,000.00</u>
		Or	
		Assessor's Market Value:	_____

The Purchase Price or Actual Value claimed on this form can be verified in the following documentary evidence:
(check one) (RECORDATION OF DOCUMENTARY EVIDENCE IS NOT REQUIRED)

<input type="checkbox"/> Bill of Sale	<input checked="" type="checkbox"/> Appraisal
<input type="checkbox"/> Sales Contract	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Closing Statement	


If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

INSTRUCTIONS

- Grantor's name and mailing address – provide the name of the person or persons conveying interest to property and their current mailing address.
- Grantee's name and mailing address – provide the name of the person or persons to whom interest to property is being conveyed.
- Property address – the physical address of the property being conveyed, if available.
- Date of Sale – the date on which interest to the property was conveyed.
- Total Purchase Price – the total amount paid for the purchase of the Property, both real and personal, being conveyed by the instrument offered for record.
- Actual Value – if the Property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1(h).

[SIGNATURES AND ACKNOWLEDGMENTS CONTAINED ON FOLLOWING PAGE(S).]

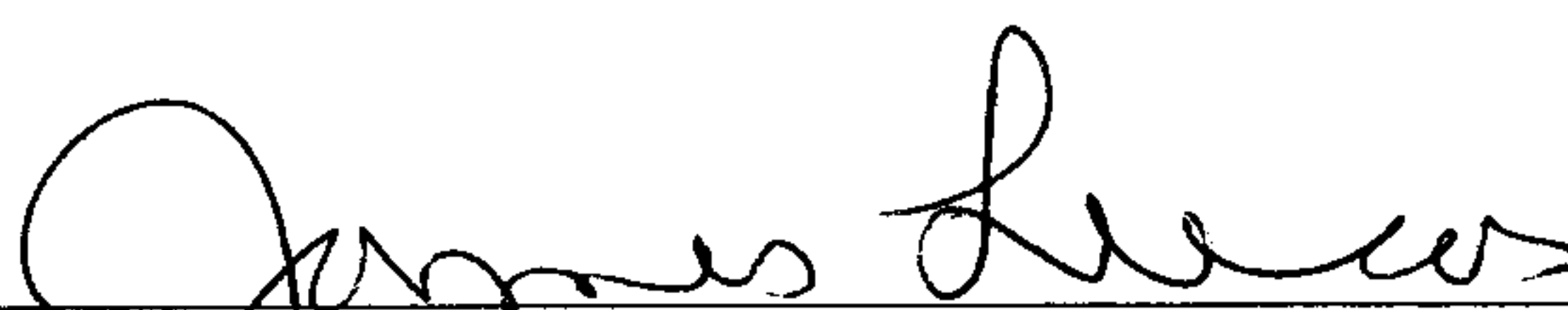

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Shelby Cnty Judge of Probate, AL
08/05/2014 09:38:46 AM FILED/CERT

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama § 40-22-1(h).

Date: _____

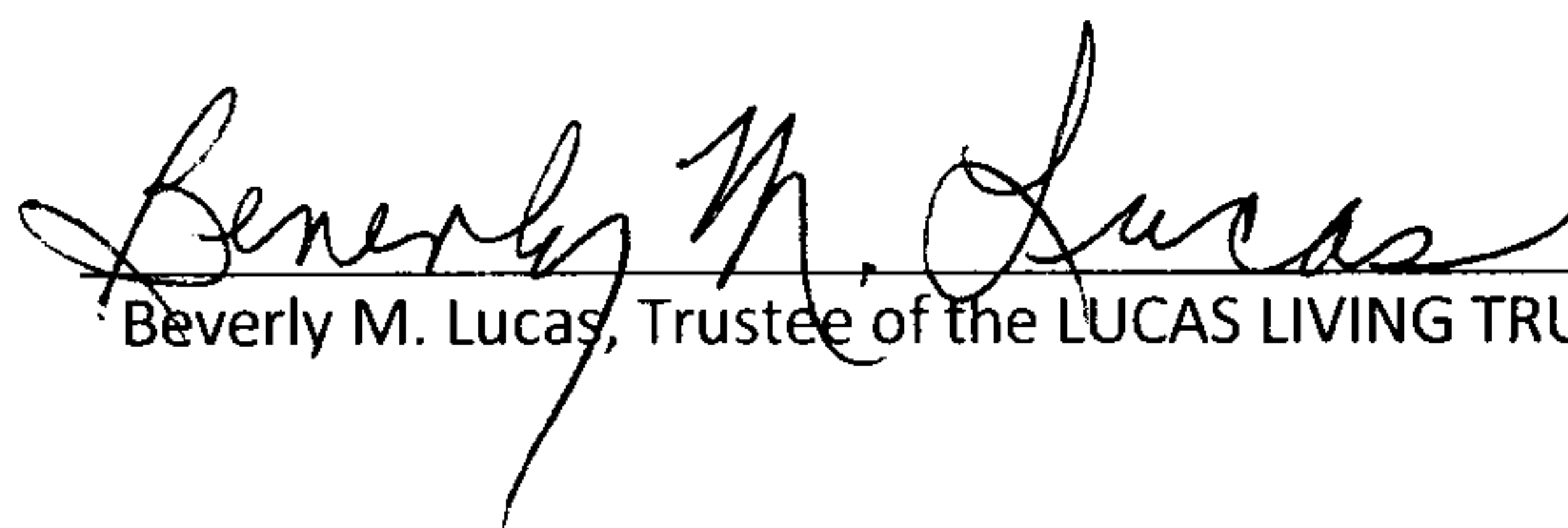
Unattested	(verified by)
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Grantors:



L.S.

James Lucas, Personal Representative of the Estate of John T. Lucas, deceased, Probate Case # PR-2013-000675, as sole member of SELFSTORAGE LLC



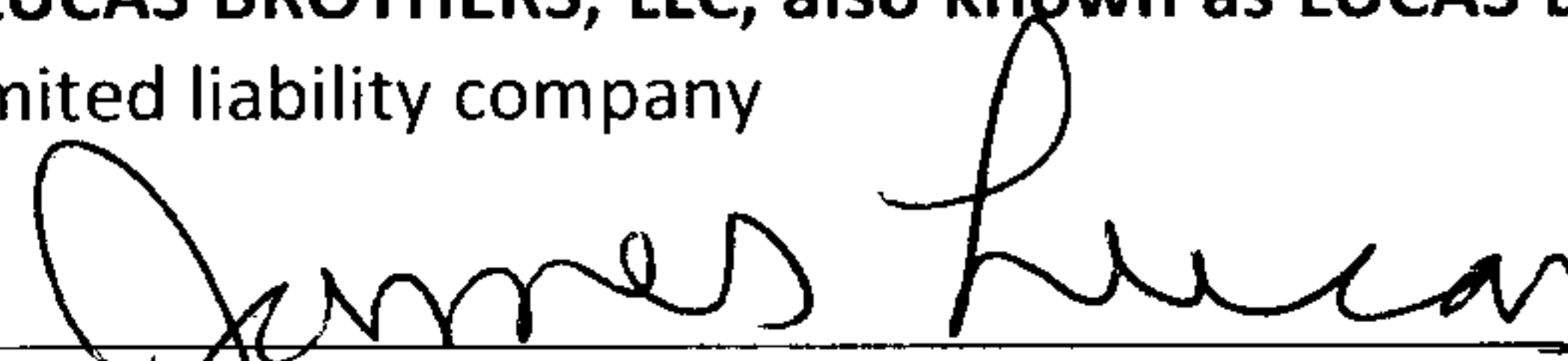
L.S.

Beverly M. Lucas, Trustee of the LUCAS LIVING TRUST dated August 11, 1999

Grantee:

LUCAS BROTHERS L.L.C. (also known as LUCAS BROTHERS, L.L.C., also known as LUCAS BROTHERS, LLC, also known as LUCAS BROTHERS LLC), an Alabama limited liability company

BY:




Name:

James Lucas

Title:

Manager and Managing Member


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Shelby Cnty Judge of Probate, AL
08/05/2014 09:38:46 AM FILED/CERT

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James Lucas, as Personal Representative of the Estate of John T. Lucas, deceased, Probate Case # PR-2013-000675, as sole member of SELFSTORAGE LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such personal representative, executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this the 30th day of July, 2014.

Wendy H. Davis
NOTARY PUBLIC
My Commission expires: 7/2/18

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Beverly M. Lucas, as Trustee of the LUCAS LIVING TRUST dated August 11, 1999, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 30th day of July, 2014.

Wendy H. Davis
NOTARY PUBLIC
My Commission expires: 7/2/18

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James Lucas whose name as Manager and Managing Member of LUCAS BROTHERS L.L.C. (also known as LUCAS BROTHERS, L.L.C., also known as LUCAS BROTHERS, LLC, also known as LUCAS BROTHERS LLC), an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager and Managing Member, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 30th day of July, 2014.

Wendy H. Davis
NOTARY PUBLIC
My Commission expires: 7/2/18



20140805000241630 6/16 \$114.50
Shelby Cnty Judge of Probate, AL
08/05/2014 09:38:46 AM FILED/CERT

EXHIBIT "B"

PREPARED BY AND AFTER RECORDATION
TO BE RETURNED TO:

Wendy Hardegree Davis
ENGEL, HAIRSTON & JOHANSON, P.C.
109 North 20th Street, Fourth Floor
P.O. Box 11405
Birmingham, Alabama 35202
(205) 328-4600

TRUST CERTIFICATE

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

Certification of Trust. This Trust Certificate is given by the sole Trustee of **LUCAS LIVING TRUST**, dated **August 11, 1999** (hereinafter the "Trust") voluntarily, pursuant to the Alabama Uniform Trust Code, §19-3B-1013, intending that the facts set forth in this Certificate be relied upon by **RENASANT BANK** whose address is 2001 Park Place, Suite 600, Birmingham, Alabama 35203 (hereinafter referred to as the "Lender") and **COMMONWEALTH LAND TITLE INSURANCE COMPANY** (hereinafter referred to as the "Title Company") as true and correct.

- (a) The Trust is in existence as of this date and is evidenced by a trust instrument executed on August 11, 1999.
- (b) The name of the Trustee is Beverly M. Lucas and her address is 5453 Woodford Drive, Birmingham, Alabama 35242. Successor Trustees are James Lucas and Reggie Mardis to serve in the priority listed until the list has been exhausted and such Successor Trustees shall serve only after all of the Co-Incapacity Trustees and/or Co-Death Trustees initially fail or thereafter cease to act as Trustees.
- (c) The names of the Trust Settlers are John T. Lucas (also known as Johnnie Terrell Lucas), deceased on May 2, 2013 and Beverly M. Lucas (also known as Beverly Maude Lucas), alive.
- (d) The powers of the Trustees include the power to do, or perform, all of the acts and things on behalf of Trust set forth in this Certificate.
- (e) The Trust is irrevocable following the death of John T. Lucas (also known as Johnnie Terrell Lucas).
- (f) The trust instrument requires the signature of any one (1) Trustee to exercise any powers of the Trustee.
- (g) The Trust's tax or employer identification number is 47-6392018.
- (h) Title to Trust assets is to be taken in the name of Beverly M. Lucas, Trustee of the LUCAS LIVING TRUST, dated August 11, 1999, and any amendments thereto.
- (i) The Trustee hereby certifies that the Trust has not been revoked, modified, or amended in any manner which would cause the representations contained in this Certificate to be incorrect and this

Certificate is being signed by all of the currently acting Trustees of the Trust. The Trustee acknowledges and agrees that Lender may require Trustee to provide copies of excerpts from the trust instrument and amendments which designate the Trustee and confer upon the Trustee the power to act in these transactions, and that Lender may require such further identification or legal opinion supporting the Trustee authority and power as Lender shall deem necessary and prudent.

CERTIFICATIONS. The Trustee certifies that the powers of the Trustee include:

(a) **Power, Generally.** In addition to any power hereinafter specifically granted to our Trustee, it is our intention that our Trustee have the power respecting property in our Trust Estate that an absolute owner of such property would have. In accordance with such intention, any power our Trustee needs to administer our Trust Estate, which is not hereinafter listed, shall be considered as provided for herein. All powers shall be exercised only in a fiduciary capacity, and such powers may be exercised without the approval or supervision of any court. It is also our intention that the Uniform Prudent Investors Act and any similar enacted statute shall not apply to govern any of our Trustee's actions. The principles of the prudent person rule shall apply to govern the actions of our Trustee except that the Deceased Trustor hereby directs that its application be suspended as to the Surviving Trustor acting in such a capacity.

(b) **Retention of Property.** Our Trustee shall have the power to retain any property received into our Trust at its inception, or later added to our Trust, without regard to whether our Trust investments are diversified, as long as our Trustee considers that retention is in the best interests of our Trust or is in furtherance of our goals in creating our Trust.

Subject to any power of the Surviving Trustor to require underproductive property to be made reasonably productive, our Trustee shall have the power to invest and reinvest in any property that may be considered by applicable state law to be underproductive or unproductive in nature and, specifically to be exempt from any minimum income requirements called for under local law.

Additions. Our Trustee shall have the power to receive additions to the assets of the various trusts created under our Trust Agreement from any source.

Business Participation. Our Trustee shall have, notwithstanding any overall effect on the fair market value of the property held in any trust or trust share, the power to form, terminate, continue or participate in the operation of any business enterprise including a corporation, a sole proprietorship, a general or limited partnership (as a general or limited partner) or a limited liability company (as a managing or nonmanaging member) and to effect any form of incorporation, dissolution, liquidation or reorganization, including, but not limited to, recapitalization and reallocation of classes of shares or other changes in the form of the business enterprise or to lend money or make a capital contribution to any such business enterprise.

Make Investments. Our Trustee shall have the power to invest and reinvest the assets of our Trust as our Trustee may determine to be in the best interests of our Trust without limitation by any law applicable to investments by fiduciaries.

The permitted investments and reinvestments may include securities such as common or preferred stock, mortgages, notes, subordinated debentures and warrants of any corporation, any common trust fund administered by a corporate fiduciary, other property, real or personal, including savings accounts and deposits, interests in mutual or money market funds or investment trusts, annuities and insurance whether or not such investments are unsecured or of a wasting nature. Any corporate trustee is authorized to invest in shares of an investment management company organized under the Investment Company Act of 1940 (commonly known as a mutual fund) for which the corporate trustee serves as an investment advisor, custodian, or in any other capacity, for remuneration.

Life Insurance. Our Trustee shall have the power to obtain, by purchase or by gift or by conversion, reissue, consolidation or by any other means, and hold as an asset of our Trust, policies of insurance on either or both of our lives or the life of any other beneficiary of our Trust. Our Trustee is authorized and empowered to



exercise, either before or after our death, all of the rights, options, elections or privileges exercisable in connection with such policies. These rights and options shall include, but not be limited to, incapacity benefits, the right to borrow money with which to pay premiums (or other charges) on any policy owned by our Trust (including any automatic premium loan feature) or for any other trust purpose, the right to elect among settlement options offered by the insurance company that issued such policy, the right to convert such policy to paid-up insurance, extended term insurance or to any different form of insurance, and the right to arrange for the automatic application of dividends in reduction of premium payments (or other charges) with regard to any policy of insurance held in our Trust Estate. Regarding any such policies:

1. We represent that any policies of life insurance currently transferred into our Trust, or that will be transferred to our Trust hereinafter or purchased at our direction, have been selected (or will be selected) solely by us based on our study and evaluation of (a) the sufficiency of the policy to meet the goals of our Trust, (b) whether or not available policy elections should be made, and (c) the current and projected financial strength and viability of the company issuing the policy.

2. Our Trustee has made no representations to us concerning these policies and none of our study and evaluation of the policy or policies has been based on any representation by our Trustee. Furthermore, our Trustee is under no obligation to examine such policies upon receipt or to make subsequent or periodic evaluations of same. The obligations to examine and evaluate shall remain exclusively with us.

3. In the event that we or any beneficiary hereunder shall at any time (1) question the sufficiency of any life insurance policy, (2) determine that available policy elections should be made, or (3) question the continued financial strength or viability of the carrier, it shall be their absolute obligation to inform our Trustee of those facts in writing. Our Trustee shall be indemnified and held harmless for any actions taken or not taken pertaining to any such policies held by our Trust.

- (g) **Dealing with Property.** Our Trustee shall have the power to acquire, grant, hold in a safe deposit box or dispose of real or personal property of all kinds including, but not limited to, puts, calls and options (including options on stock), for cash or on credit, including maintaining margin accounts with brokers, at public or private sale, upon such terms and conditions as our Trustee may deem advisable, and to manage, develop, improve, exchange, partition, change the character of, or abandon property, or any interest therein, or otherwise deal with real or personal property including, but not limited to, the placing or releasing of liens and encumbrances on real or personal property. **Environmental Compliance.** Specifically, our Trustee shall have the power to use and expend our Trust income and principal to conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; to take all appropriate remedial action to contain, clean up or remove any environmental hazard, including a spill, release, discharge or contamination, either on our Trustee's own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; to institute legal proceedings concerning environmental hazards or contest or settle any such legal proceedings brought by any local, state or federal agencies concerned with environmental compliance, or by a private litigant; to comply with any local, state or federal agency order, or court order directing an assessment, abatement or cleanup of any environmental hazards; to employ agents, consultants and legal counsel to assist in or perform the above undertakings or actions; and, in general, to take all appropriate actions to prevent, identify, or respond to any actual or threatened violations of any environmental law or

regulation thereunder.

No Trustee under our Trust Agreement shall be liable for any loss or depreciation in value sustained by our Trust as a result of our 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 our Trustee contributed to the loss or depreciation in value through willful default, willful misconduct, or gross negligence. Moreover, our Trustee shall not be obligated to accept any property on behalf of our Trust without our Trustee first having the opportunity to determine, in our Trustee's discretion, that such property is not contaminated by any hazardous or toxic materials or substances, and that such property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release, or discharge of any hazardous or toxic materials or substances. Finally, our Trustee shall have the power to disclaim any power that, in our Trustee's discretion, will or may cause our Trustee to be considered an "owner" or "operator" of property held in our Trust Estate under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended from time to time. This power to disclaim, as contained herein, shall apply to any such power, whether actually set forth under our Trust Agreement, incorporated by reference herein, or granted or implied by any statute or rule of law.

Borrowing Authority. Our Trustee shall have the power to borrow funds from any person, including our Trustee; to guarantee indebtedness or indemnify others in the name of our Trust and to secure any such obligation by mortgage (including, but not limited to reverse mortgages), pledge, security interest or other encumbrance; and to renew, extend or modify any such obligation for a term within or extending beyond the administration of the term of our Trust. No lender shall be bound to see to, or be liable for, the application of the proceeds of any obligation and our Trustee shall not be personally liable for any obligation unless such Trustee and the lender so agree in writing.

Leasing Authority. Our Trustee shall have the power, with respect to real or personal property, to make, renew or amend for any purpose a lease, as lessor or lessee, for a term within or beyond the term of our Trust with or without option to purchase.

Natural Resources. Our Trustee shall have the power to enter into any arrangement or agreement, including a lease, pooling or unitization agreement for exploration, development, operation, conservation and removal of minerals or other natural resources.

Voting Rights. Our Trustee shall have the power to vote a security in person or by general or limited proxy; to participate in or consent to any voting trust, reorganization, dissolution, liquidation or other action affecting any securities; and to deposit securities with, and transfer title to, a protective or other committee.

Title to Assets. Our Trustee shall have the power to hold securities and other property whether real or personal and whether or not in negotiable form or in the name of a nominee (including "street name" of a broker) or by deposit to a clearing corporation, with or without disclosure of the Trustee relationship, but our Trustee shall be responsible for the acts of any nominee in the scope of the nominee's authorized actions with respect to such property or clearing corporation in connection with the property.

Insurance. Our Trustee shall have the power to insure the assets of our Trust against any risk, and our Trustee against liability, with respect to third persons.

Settlement of Disputes. Our Trustee shall have the power to pay or contest any debt or claim; to compromise, release and adjust any debt or claim; and to submit any matter to arbitration.

Payment of Expenses. Our Trustee shall have the power to pay any taxes, assessments, reasonable compensation of our Trustee and other expenses incurred in the collection, management, care, protection and conservation of our Trust Estate.

Principal and Income. Our Trustee shall have the power to allocate receipts or expenditures to either income or principal and to create reserves out of income as our Trustee, in our Trustee's discretion, deems appropriate and our Trustee's decision, made in good faith with respect thereto, shall be binding and conclusive on all persons. This power of allocation shall also apply to income during administration of our Trust after the death of the first of us. Income during administration

after the death of the first of us is currently distributable.

Notwithstanding the preceding sentence, if any trust (or a share thereunder) is the beneficiary of a Retirement Account, income earned after the participant's death in the account shall be income of such trust or share, and if our Trustee is required to pay all of the trust income to a beneficiary, our Trustee shall collect and pay the income of the account to the beneficiary at least quarterly. To the extent that all of the income cannot be collected from the account, the deficiency shall be paid from the principal of such trust or share. Income during administration after our death is currently distributable.**Distribution of Trust Property.** Our Trustee shall have the power to make any distribution or payment in kind or in cash, or partly in kind and partly in cash, and to cause any share to be composed of cash, property or undivided interests in property different in kind from any other share, either pro rata or non pro rata, without regard to differences in the tax basis of such property and without the requirement of making any adjustment of the shares by reason of any action taken pursuant hereto.

Other than as would cause a Marital or Charitable Deduction to fail, or cause an S election to terminate, any division, allocation, apportionment or valuation of trust property in order to pay expenses or taxes or to distribute the assets to or among any of the trusts, shares or beneficiaries shall be made by our Trustee, and the good faith determination of our Trustee shall be binding and conclusive on all parties. In order to maximize the benefits of our Unused Generation Skipping Tax Exemption Equivalent, our Trustee may consider the inclusion ratio of any Trust, share or subshare when making any distribution, division, allocation or apportionment under our Trust Agreement.**Litigation.** Our Trustee shall have the power to prosecute or defend actions, suits, claims or proceedings for the protection or benefit of our Trust and our Trustee in the performance of our Trustee's duties.**Employment of Agents.** Our Trustee shall have the power to employ agents, including attorneys, accountants, investment advisors, custodians, appraisers or others, including any firm of which our Trustee is a member, to advise or assist our Trustee, to delegate to them fiduciary powers and to indemnify them against liability for positions taken in good faith and with reasonable basis.**Corporate Fiduciary.** If any stock of a corporate trustee that is our Trustee, or of any affiliate or successor of such Trustee, shall be included in the assets of our Trust, our Trustee shall have full authority, in our Trustee's discretion, and notwithstanding any regulation or rule of law to the contrary, to retain the stock and any increases resulting from stock dividends and stock splits and from the exercise of purchase rights and the purchase of fractional shares needed to round out fractional share holdings that may arise concerning the stock. Our Trustee shall vote such stock either directly or by proxy. However, to the extent our Trustee is prohibited by law from voting such stock, our Trustee shall vote in accordance with the written instructions of a majority of the then living beneficiaries then entitled to current distributions of income, or their Personal Representatives. In the event no instruction is given, our Trustee is authorized to vote the stock in the best interests of the beneficiaries in view of the purposes for which our Trust was created.**Investment Transactions.** With regard to record keeping for investment transactions, our Trustee need not provide copies of confirmations or similar notifications each time a trade or investment transaction occurs, but investment transactions shall be set forth in our Trustee's periodic accounting.**Repairs and Improvements.** Our Trustee shall have the power to make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, and to raze existing or erect new party walls or buildings or other structures.**Business Personnel.** Our Trustee shall have the power to elect or employ directors, officers, employees, partners or agents of any business and to compensate such persons, whether or not any such person is a Trustee, director, officer, partner or agent of our Trustee or a beneficiary of our Trust.**Farm or Ranch Property.** With respect to farm or ranch property, our Trustee shall have all necessary powers to participate in and operate any famiing (including tree farming) or ranch operation personally or with hired labor, tenants or sharecroppers, to lease any farm for cash or a share of crops under a lease that permits or precludes the material

participation of our Trustee to fertilize and improve the soil; to employ conservation practices; to participate in government programs; and to perform any other acts deemed by our Trustee necessary or desirable to operate the property. In making a decision whether to materially participate in farming or ranch operations, our Trustee shall consider whether an election should be made or has been made under Code Section 2032A to qualify for special farm-use valuation.

Ancillary Fiduciaries. If, for any reason, our Trustee deems it advantageous to act through an ancillary fiduciary, our Trustee may designate an ancillary Trustee qualified to serve in the jurisdiction where such ancillary fiduciary is to act and may delegate to such ancillary fiduciary such of the powers granted under our Trust Agreement as our Trustee deems advisable without being chargeable with loss, if any, arising out of such designation or delegation. Our Trustee may specify whether any corporate fiduciary, or any person or persons acting in an ancillary capacity hereunder, shall serve with or without bond. Except as may be otherwise specifically provided, no such ancillary fiduciary need comply with the provisions of any Uniform Trustee's Accounting Act, the Uniform Trust Act or similar acts in force in any state where the fiduciary may be acting.

Retention of Closely Held Interest. Our Trustee shall have the power to retain any real estate interests, closely held securities or affiliated companies or business interests, and to sell or dispose of such interests only after careful consideration and after determining that sale or disposition is under the existing circumstances in the best interests of our Trust or its beneficiaries.


S. Corporations. If at any time our Trust holds any stock in an S corporation, or if our Trustee deems a Subchapter S election advisable for any corporation the stock of which is held in our Trust, our Trustee shall take all of the necessary actions as necessary to continue such election in effect and, in preserving such election may segregate the S corporation stock, or other corporation stock for which a Subchapter S election is to be made, from the other assets of our Trust, and in our Trustee's discretion, and otherwise consistent with the terms of our Trust to the greatest extent possible, may form new trusts and may amend the terms of our Trust Agreement as would be necessary to establish Qualified Subchapter S Trusts to hold the said S corporation stock and assets in compliance with Code Sections 1361(b) and 1361(d)(3), or to qualify the share of our Trust which holds such shares as an Electing Small Business Trust.

Excursive of Authority. Except as otherwise provided in our Trust Agreement, our Trustee shall have the power to do all acts that might legally be done by an individual in absolute ownership and control of property.

Power to Divide or Combine Trusts. Our Trustee shall have the power to divide a single trust or share thereof into separate divisions, each to be administered in accordance with the terms and conditions of the single trust, from which they were created (or in accordance with such terms and conditions as they may be affected by our Trustee's power to comply with S Corporation requirements) when our Trustee, in our Trustee's discretion, determines that division is desirable or advisable in view of tax considerations, including considerations related to income tax, gift tax, inheritance tax or generation skipping transfer tax or other objectives of the trusts and their beneficiaries. Our Trustee shall not be required to make a physical segregation or division of the various trust subdivisions created under our Trust Agreement except as segregation or division may be required by reason of the termination and distribution of any of the trust subdivisions, but our Trustee shall keep separate accounts and records for different undivided interests. Our Trustee, in our Trustee's discretion, shall have the further power to combine two or more trusts or trust subdivisions having substantially the same terms into a single trust for purposes of administration when tax or other factors indicate that such combination would be desirable or advisable. In deciding whether to combine trusts or trust subdivisions, our Trustee shall consider the generation skipping "inclusion ratio" of the trusts or trust subdivisions to be combined. Trusts or trust subdivisions having the same inclusion ratios may be combined. Trusts or trust subdivisions having different inclusion ratios should generally not be combined unless their inclusion ratios are maintained unchanged through substantially separate and independent shares of different beneficiaries within the meaning of Code Section 2654(b) and the applicable

regulations

thereunder.


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Specifically, unless there is a Personal Representative, our Trustee has the authority to allocate any portion of our respective exemptions under Code Section 2631(a) to property as to which we are the respective transferor, including any property transferred by us during our lifetime as to which we did not make an allocation prior to our death. Our Trustee also has the authority to make the special election under Code Section 2652(a)(3). If Code Section 2631(a) or 2652(a)(3) is not interpreted as to allow a Trustee to exercise such election, then a Personal Representative shall be appointed and is authorized to allocate our respective exemptions and to exercise the said special election. If our Trustee considers that any distribution from a trust or trust subdivision hereunder, other than pursuant to a power to withdraw or appoint, is a taxable distribution subject to the federal Generation Skipping Transfer Tax payable by the distributee, our Trustee may increase the distribution by an amount that our Trustee would estimate to be sufficient to pay that tax and any additional tax thereon, and shall charge the same against the trust or trust subdivision to which the tax relates. If our Trustee considers that any termination of an interest in our Trust or a trust subdivision hereunder is a taxable termination subject to the federal Generation Skipping Transfer Tax, our Trustee may pay that tax from the portion of the property to which the tax relates without any adjustment of the relative interests of the beneficiaries.

Termination of Small Trust. If at any time after the death of either or both of us the costs of administration of our Trust (or any share thereof) are of such an amount in relation to the then principal and undistributed income of our Trust (or any share thereof) that our Trustee, in our Trustee's discretion, determines that our purposes in establishing our Trust (or any share thereof) would no longer be served, and if our Trustee deems it advisable to distribute the then principal and undistributed income of our Trust (or any share thereof) to the then living beneficiary or beneficiaries and to thereby cause termination of such trust or share, our Trustee (other than either of us and any then current beneficiary of our Trust) may do so without responsibility on the part of our Trustee. If no such Trustee is then serving, then any Trustee may direct that an Independent Trustee, to serve only for the purpose of determining the advisability of termination and administering the termination process, be appointed pursuant to the Trustee succession provisions of Article Three that would apply if no Trustee were then serving; provided, however, that any Trustee who is also such a beneficiary may not otherwise participate in the appointment process.

Power to Subject Trust Property to Probate. It is our intention to avoid probate through the use of our Trust. If, however, our Trustee and Personal Representative mutually determine that it shall be in the best interests of the beneficiaries of our Trust, and the beneficial interests of the beneficiaries is not thereby be altered, our Trustee may subject any asset to probate to accomplish a result unavailable without probate. This power shall be strictly construed and shall only be used to secure any tax or other benefit otherwise unavailable to our Trust. Accordingly, other than a distribution that would cause a Marital or Charitable Deduction to fail, our Trustee, in our Trustee's discretion, may accomplish this objective by distributing such property to a Deceased Trustor's estate.

Power to Change Situs. Our Trustee shall have the power, exercisable by written instrument signed and acknowledged by our Trustee, to change the situs of any trust or trust share held by our Trustee; and, in conjunction with any such change and without any need to obtain the approval of any court, to elect that such trust or trust share shall be subject to the jurisdiction of the new situs. In addition, our Trustee may move the assets of such trust or trust share to the location of the new situs. The meaning and effect of the provisions of our Trust Agreement shall be construed in accordance with the laws of the governing state identified in Section 13 of Article Fifteen, and each trust or trust share shall be administered in accordance with the laws of the applicable situs. In no event, however, may this power be exercised in a manner that would cause the denial of Marital Deduction qualification for any portion of our Trust Estate, or that would prevent a trust or trust share from qualifying as a permitted shareholder of S corporation stock for federal income tax purposes.

Release of Trustee Powers. Each Trustee who determines it to be in the best interest of any beneficiary may, at any time, by instrument

executed with all the formalities of a deed and delivered personally or sent by certified mail to another then acting Trustee, if any, or to some beneficiary of the affected Trust or Trusts, release and relinquish or disclaim upon any terms, either in whole or in part, temporarily or permanently, revocably or irrevocably, with or without binding successors, any one or more of the powers, rights, authorities, and discretions conferred upon such Trustee by any provision or provisions of our Trust Agreement or generally pursuant to law, which release and relinquishment or disclaimer shall be binding on all affected beneficiaries. If the release and relinquishment or disclaimer of a power, right, authority, or discretion is made by less than all of the Trustees upon whom it is conferred, such power, right, authority, or discretion shall continue to be exercisable in full by the Trustee or Trustees (other than any successor Trustees on whom it is, by its terms, binding) who have not thus released and relinquished or disclaimed it. **Power to Disclaim Retirement Benefits or Other Income In Respect of Decedent ("IRD").** If the Deceased Trustor is survived by the Surviving Trustor and if our Trustee (other than the Surviving Trustor) determines in our Trustee's discretion, that it is in the best interests of any beneficiary of our Trust or any subdivision thereof, our Trustee may disclaim all or any right to receive any Retirement Benefits or other IRD. If our Trustee so disclaims, such disclaimed Retirement Benefits or other IRD shall pass outright to the Surviving Trustor. If the Surviving Trustor is the only Trustee at the relevant time, the Surviving Trustor may direct that an Independent Trustee be appointed pursuant to the Trustee succession provisions of Article Three that would apply as if no Trustee were then serving, provided, however, that the Surviving Trustor may not otherwise participate in the appointment process.

CONTINUING VALIDITY. This Certificate shall be continuing, shall remain in full force and effect and Lender and Title Company may rely on it until written notice of its revocation shall have been delivered to and received by Lender and Title Company, respectively, at Lender's and Title Company's addresses shown above (or such addresses as Lender or Title Company may designate from time to time). Any such notices shall not affect any of Trust's agreements or commitments in effect at the time notice is given.

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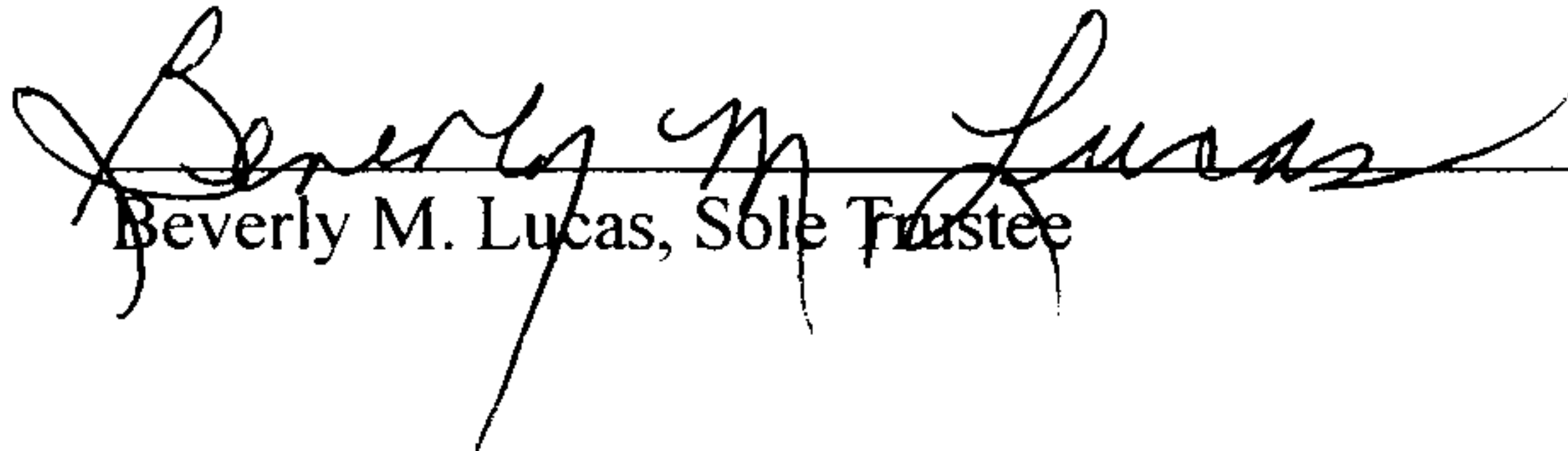
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Shelby Cnty Judge of Probate, AL
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IN TESTIMONY WHEREOF, I have hereunto set my hand.


I have read all the provisions of this Certificate, and I personally and on behalf of Trust certify that all statements and representations made in this Certificate are true and correct. This Trust Certificate is dated this July 20, 2014.

THIS CERTIFICATE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS CERTIFICATE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

CERTIFIED TO AND ATTESTED BY:


Beverly M. Lucas, Sole Trustee L.S.

Shelby County, AL 08/05/2014
State of Alabama
Deed Tax: \$52.50


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