

Send tax notice to:
Anne K. Hentz, Trustee
3348 Afton Lane
Birmingham, AL 35242

This Instrument Prepared By:
Douglas L. McWhorter, Esq.
Dominick Feld Hyde, P.C.
1130 22nd Street South
Ridge Park, Suite 4000
Birmingham, Alabama 35205

THIS INSTRUMENT HAS BEEN PREPARED IN ACCORDANCE WITH THE INFORMATION SUPPLIED BY THE PARTIES HERETO. NO TITLE EXAMINATION AND/OR OPINION WAS REQUESTED OF DOMINICK FELD HYDE, P.C. BY EITHER GRANTOR OR GRANTEE, AND NONE WAS CONDUCTED AND/OR RENDERED. THIS INSTRUMENT MEETS THE REQUIREMENTS OF SECTION 40-22-1, CODE OF ALABAMA 1975, AS AMENDED (ALSO KNOWN AS ACT 2012-494).

WARRANTY DEED

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY)

That in consideration of One Dollar and other good and valuable consideration, to the undersigned Grantor in hand paid by the Grantee herein, the receipt whereof is acknowledged, I, Anne K. Hentz, a married woman (hereinafter referred to as "Grantor"), whose mailing address is 3348 Afton Lane, Birmingham, Alabama 35242, do grant, bargain, sell and convey unto Anne K. Hentz, and any successors, as Trustee of the Anne K. Hentz Management Trust dated Dec 30, 2014 (hereinafter referred to as "Grantee"), whose mailing address is 3348 Afton Lane, Birmingham, Alabama 35242, my undivided one-half (1/2) interest in and to the following described real estate situated in Shelby County, Alabama, to-wit:

PARCEL ONE

A tract of land situated in the SW ¼ of the NW ¼ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama and more particularly described as follows: Commence at the NE corner of said SW ¼ of NW ¼; thence run West along the North line thereof, a distance of 313.96 feet; thence an angle left of 99 deg. 01 min. and run a distance of 175 feet; thence an angle right of 66 deg. 06 min. and run a distance of 224.93 feet; thence an angle left of 95 deg. And run a distance of 261.775 feet to the point of beginning; thence continue along last described course a distance of 157.065 feet; thence an angle of right of 95 deg. and run a distance of 250 feet; thence an angle right of 85 deg. and run a distance of 157.065

feet; thence an angle right of 95 deg. and run a distance of 250 feet to the point of beginning; being situated in Shelby County, Alabama.

PARCEL TWO

Lot 4, Block 1, according to the Survey of Wyngate Trace, as recorded in Map Book 12, page 94, in the Probate Office of Shelby County, Alabama.

SOURCE OF TITLE: Parcel One: Instrument 2000-008615;
Parcel Two: Book 313, Page 714

Property Addresses: Parcel One: Unknown (PCL ID 10 9 31 2 001 025.000) and Parcel Two: Wyngate Tract (Pcl ID 10 2 03 0 002 050.000)

One-Half Tax Assessor's Market Value for Parcel One is \$362,500.00 and Parcel Two is \$195,900.00

This conveyance is made subject to the following:

1. The lien for ad valorem taxes due in the current year or any subsequent year but not yet payable.
2. All easements, mortgages, liens, encumbrances, restrictions, rights-of-way, any reservations of mineral rights, and other matters of record in the Probate Office of Shelby County, Alabama, together with any deficiencies in quantity of land, easements, discrepancies as to boundary lines, overlaps, etc., which would be disclosed by a true and accurate survey of the property conveyed herein.

TO HAVE AND TO HOLD to said Grantee, its successors and assigns forever. Full power and authority is granted to the trustee(s) to protect, conserve, sell, at public or private sale, lease, encumber or otherwise to manage and dispose of the above described property, or any part of it, upon such terms and conditions as the trustee(s) may determine. No person dealing with the trustee(s) shall be bound to see to the application of any purchase money or to inquire into the validity, expediency or propriety of any such sale or other disposition.

The purpose of this conveyance is to eliminate the survivorship ownership between the parties and to create ownership between the parties as tenants in common.

And I do for myself and for my heirs, executors, and administrators covenant with the said Grantee, its heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators shall warrant and defend the same to the said Grantee, its heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal on
Dec. 30, 2014.

Anne K. Hentz
Anne K. Hentz

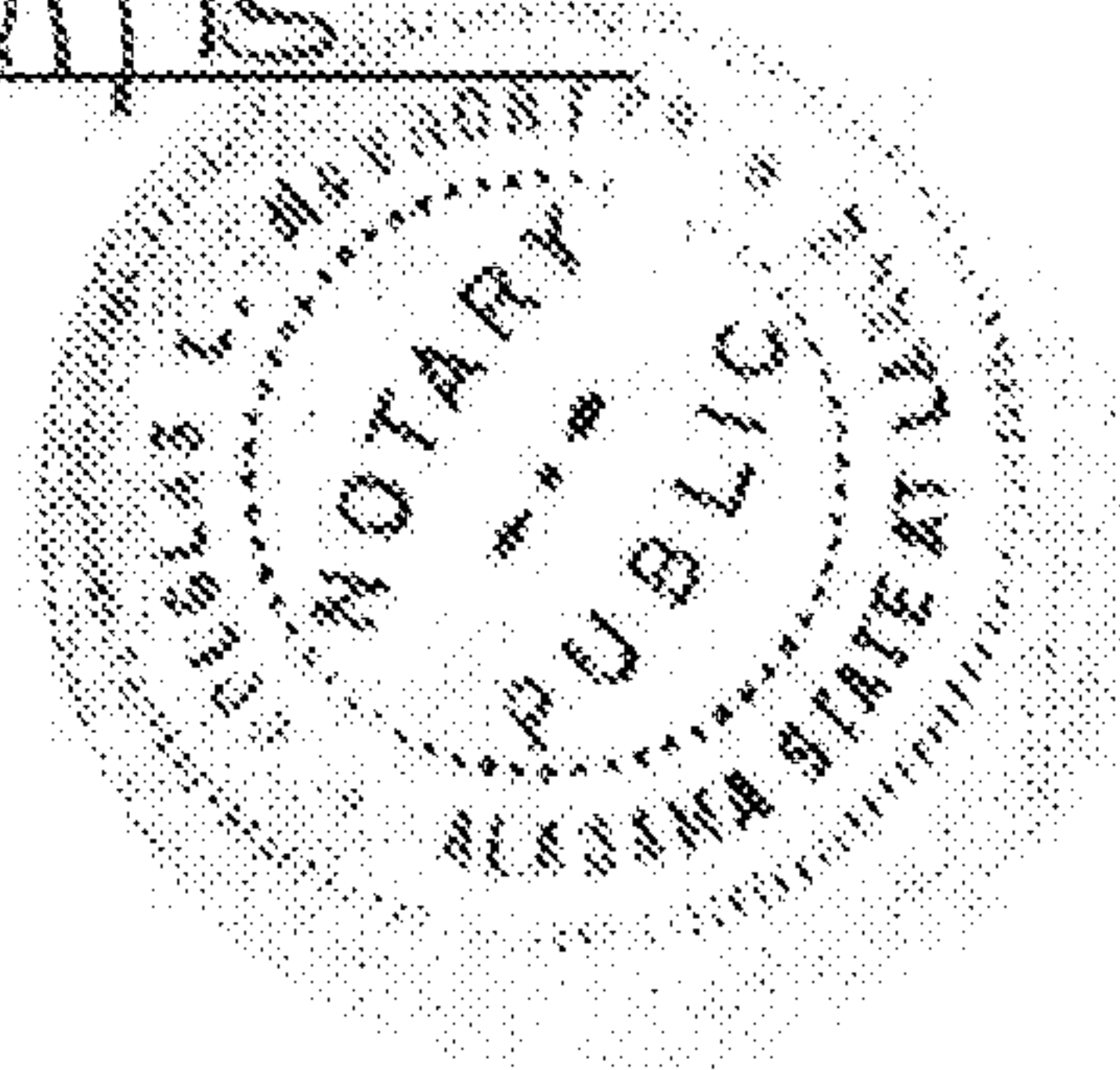
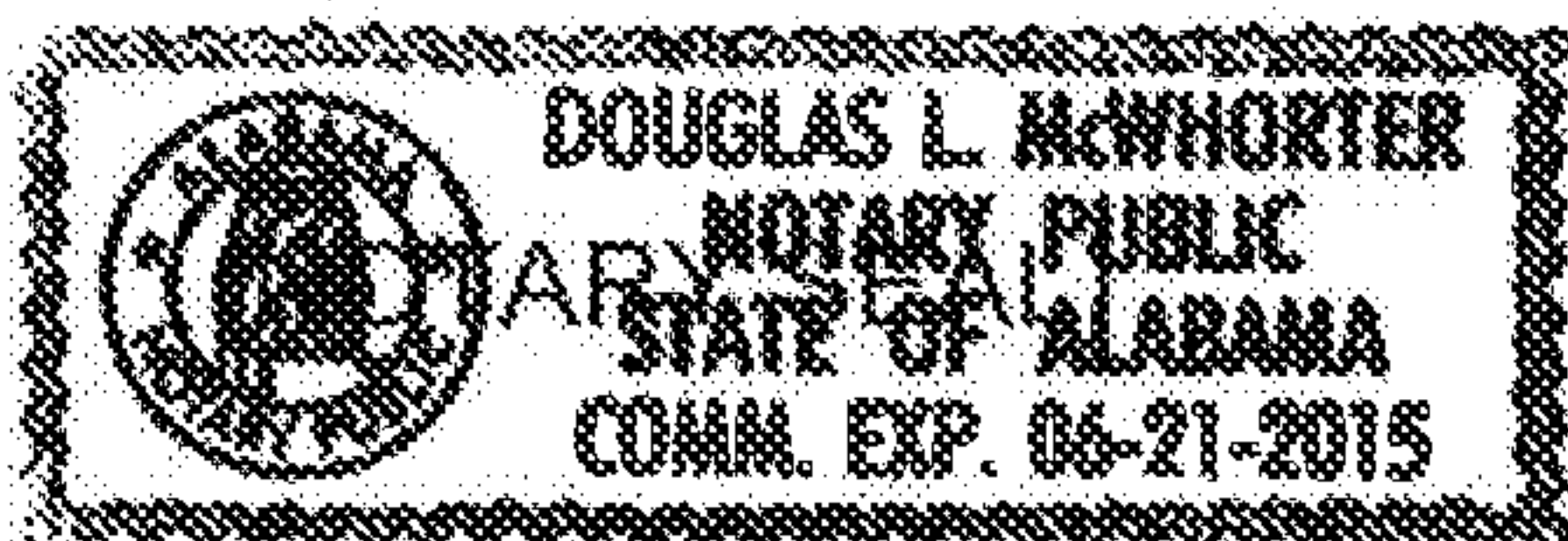
I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, hereby certify that Anne K. Hentz, a married woman, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, she, executed the same voluntarily on the day the same bears date.

Given under my hand on December 30, 2014.

Douglas L. McWhorter
Notary Public

Douglas L. McWhorter
Printed Name

My Commission Expires: 6/21/15



CERTIFICATION OF TRUST

This Certification of Trust is in lieu of a copy of the trust instrument pursuant to Section 19-3B-1013 of the Code of Alabama, as amended from time to time.

1. The Anne K. Hentz Management Trust dated Dec 30, 2014 (the "Trust") is currently in existence. The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained herein to be incorrect. Excerpts of the Trust consisting of the first page and the signature page are attached hereto as *Exhibit "A"* and made a part hereof.

2. The settlor of the Trust is Anne K. Hentz (the "Settlor").

3. The name and address of the currently acting Trustee (the "Trustee") are Anne K. Hentz, 3348 Afton Lane, Birmingham, AL 35242.

4. The pages of the Trust setting forth the relevant powers of the Trustee are attached hereto as *Exhibit "B"* and made a part hereof.

5. The Trust is revocable and the Settlor has the power to revoke the Trust.

6. The Trust is a grantor trust for income tax purposes and the tax identification number for the Trust is the Settlor's social security number.

7. The name in which title to trust property may be taken is "Anne K. Hentz, and any successors, as Trustee of the Anne K. Hentz Management Trust dated Dec 30, 2004." 2014. AN

Witnesses:

Amelia K. Hudson

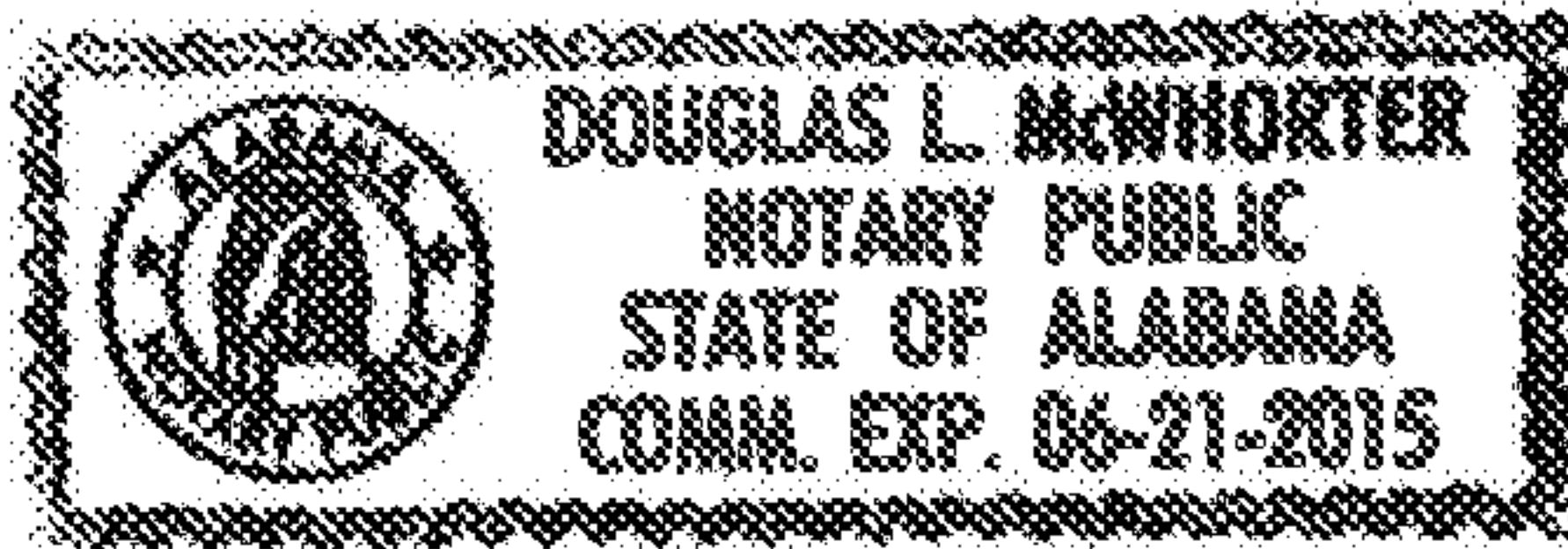
Donna B. Frey

Anne K. Hentz
Anne K. Hentz, Trustee

[ACKNOWLEDGEMENT IS ON THE FOLLOWING PAGE]

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Anne K. Hentz, whose name as Trustee aforesaid is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, the said instrument was executed by Anne K. Hentz voluntarily, and with authority, and the aforesaid witnesses on the day the same bears date.

Given under my hand and seal on December 30, 2014.



Douglas L. McWhorter
Notary Public
My Commission Expires: 6/21/15

This Instrument Prepared by:
Douglas L. McWhorter, Esq.
Dominick Feld Hyde, P. C.
1130 22nd Street South, Suite 4000
Birmingham, Alabama 35205
(205) 536-8888

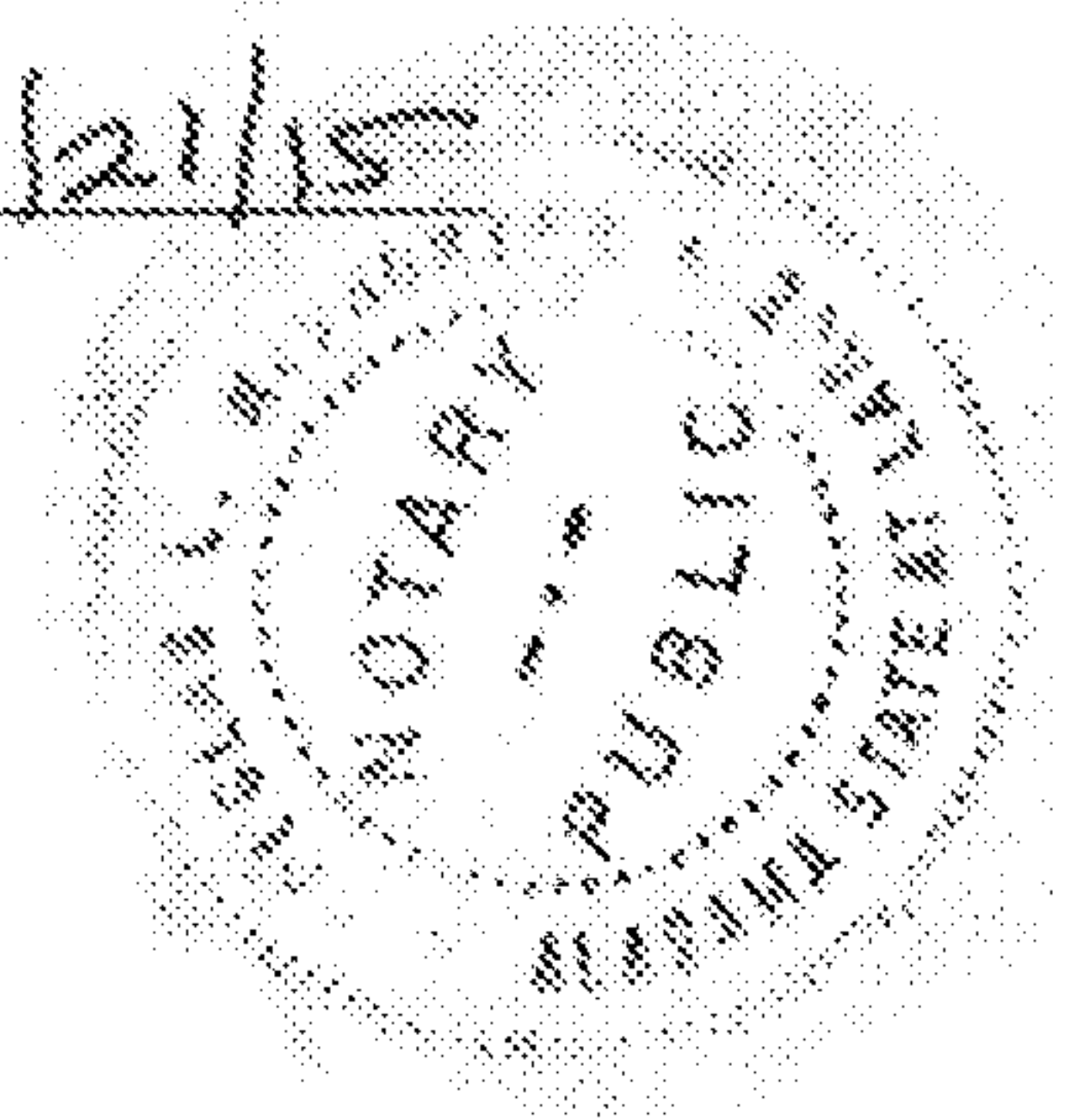


Exhibit "A"

STATE OF ALABAMA)

SHELBY COUNTY)

ANNE K. HENTZ MANAGEMENT TRUST

As of Dec 30, 2014, I, ANNE K. HENTZ, the undersigned Settlor and Trustee, being a resident of the State of Alabama, hereby enter into this Trust Agreement as follows:

WITNESSETH:

WHEREAS, I desire to grant out of my present holdings and property and create therewith a trust, or several trusts, which shall be solely for my benefit and for the benefit of my children, SUSAN MARIE HENTZ, PATRICK ROBERT HENTZ and ELIZABETH ANNE HENTZ;

WHEREAS, I intend to designate this Trust as the recipient of any benefits I acquire by inheritance from the estate of my father, KENNETH OWEN KIRK, SR.;

WHEREAS, the Trustee hereinabove named has agreed to accept the trusteeship, and all interest and property which may come into such Trust by reason of this Agreement, for the benefit and use of said beneficiaries, all in accordance with the provisions hereinafter set forth; and

WHEREAS, the Trustee shall contain no marital assets and no distributions coming from the Trust shall be deemed to be marital property, so that my husband, ROBERT T. HENTZ, may be, and hereby is, excluded as a beneficiary of this Trust as if he predeceased me.

NOW THEREFORE, in consideration of the premises, it is hereby understood and agreed by and between the parties hereto as follows:

GRANT OF TRUST

I hereby grant, assign, set over, transfer and deliver to the Trustee the property listed on Exhibit "A" attached hereto, the receipt of which the Trustee acknowledges, for the following uses and purposes, and subject to the terms, conditions, powers and agreements hereinafter specified.

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

C. The term "per stirpes" when used in connection with the division or distribution of property among the descendants of an individual shall mean the division of such property begins by dividing it into as many equal shares as there are children of the individual then living or then deceased leaving one or more then living descendants, even if none of such children are living at the time of the division. The share of an individual's deceased child or other descendant who leaves one or more of their own descendants then living will then be divided among those then living descendants per stirpes as defined herein.

D. The terms "Qualified Beneficiary" and "Qualified Beneficiaries" are intended to have the same meaning as defined in the Alabama Uniform Trust Code.

E. The term "Trustee" and words of reference to the Trustee shall mean any person or entity serving in that capacity without regard to gender or number.

F. The term "Code" shall mean the Internal Revenue Code of 1986, as from time to time amended.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective as of the day and year first above written, and the signature on the part of the Trustee, indicates the acceptance by the Trustee of the terms of the trusts created hereunder.

Witnesses:

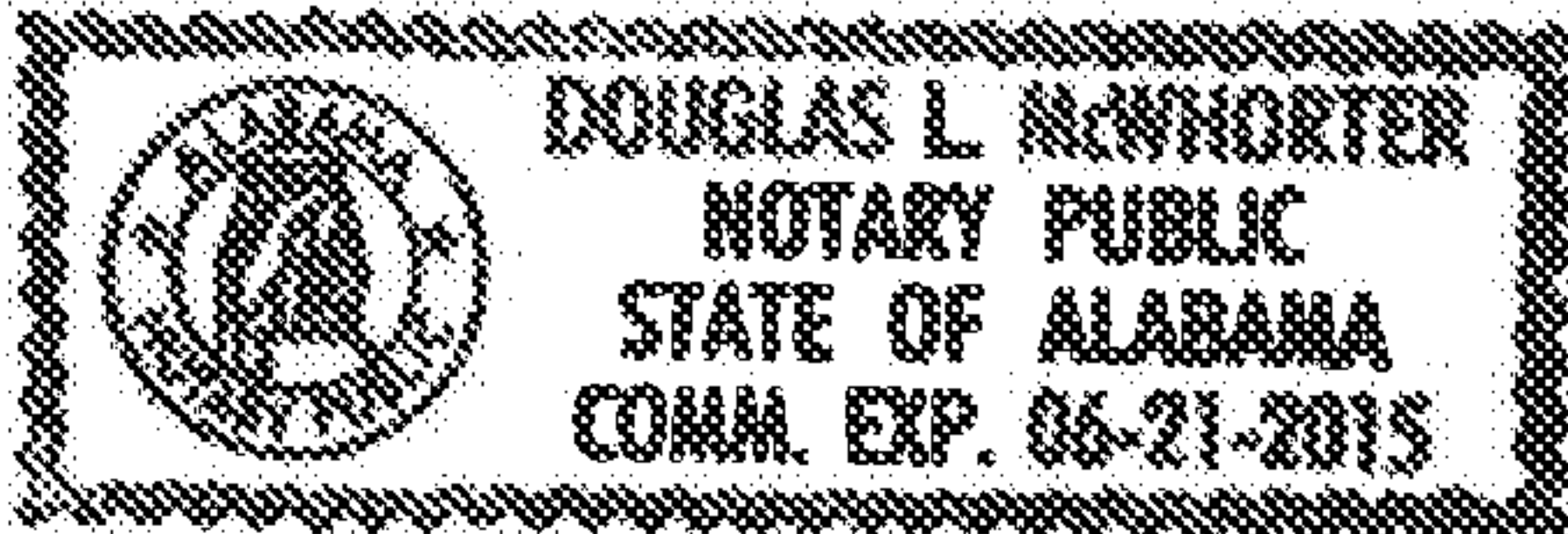
Amelia K. Hutz

Anne K. Hentz (SEAL)
ANNE K. HENTZ
(SETTLOR and TRUSTEE)

Donna B. Frey

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that ANNE K. HENTZ, whose name as Settlor and Trustee aforesaid is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, the said instrument was executed by ANNE K. HENTZ voluntarily, and with authority, and the aforesaid witnesses on the day the same bears date.

Given under my hand and seal on December 30, 2014.



Douglas L. McWhorter
Notary Public
My Commission Expires: 6/21/15

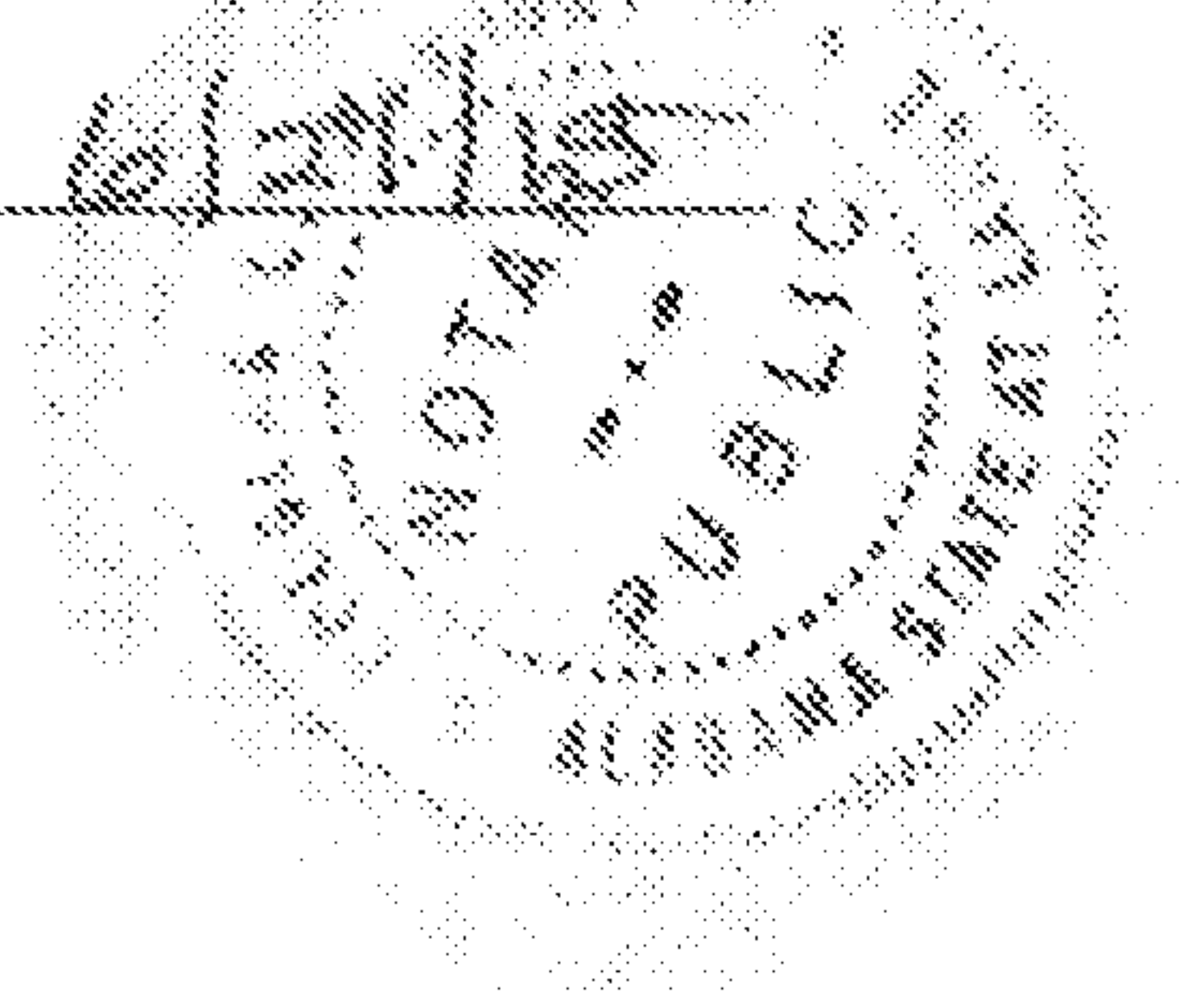


Exhibit "B"

DUTIES AND POWERS

In the management and control of any trust created herein, the Trustee, in the sole judgment and discretion of the Trustee, may do and have done with respect to each trust estate, all things which the Trustee may deem necessary, desirable and proper to promote, protect and conserve the interests of the trust estate, and of the beneficiaries thereof. All references in these DUTIES AND POWERS provisions hereof to "trust estate" shall refer to any trust created hereunder and any separate shares thereof. The powers herein granted to the Trustee may be exercised in whole or in part, from time to time, and may be exercised after termination of all trusts or shares until the actual distribution of all trust principal, but not beyond the period permitted by an applicable rule of law relating to perpetuities. The powers herein granted 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, including but not limited to the following:

1. To hold and retain without liability for loss or depreciation any property or securities transferred to the Trustee or to which the Trustee becomes entitled, including any partnership interests (whether general, limited or special), interests in limited liability companies, shares of regulated investment companies or trusts (whether open-end or closed-end), stock or interests in or any family corporation, partnership, limited liability company or enterprise, or any stock or obligation of any publicly-traded company which is a successor to any such family corporation, partnership, limited liability company or enterprise, or any stock or obligations of any corporate trustee serving hereunder from time to time, or corporation which owns stock of such corporate trustee, without regard to any statutory or constitutional limitations applicable to the investment of funds and though the retention might violate principles of investment diversification, so long as the Trustee reasonably determines that the retention thereof is in the best interests of the trust estate and that, because of special circumstances, the purposes of the trust are better served without diversifying investments; and in disposing of any property constituting a part of the trust estate, to acquire other property in accordance with the standards and parameters set forth in the next paragraph.

2. To invest and reinvest the trust estate and the proceeds of sale or disposal of any portion thereof, using the judgement and care under the circumstances then prevailing that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, in any property or securities, including such loans, bonds, stocks, mortgages, common trust funds, mutual funds (including those managed or advised by the Trustee), securities, partnerships (whether general, limited or special),

interests as members in limited liability companies, or other enterprise, stock or interest in any family corporation, or other property, real or personal; to purchase options for such purposes; to exercise options (including, without limitation, stock options), rights, or warrants; to purchase securities or other property, as the Trustee may deem suitable; to make temporary investments in securities of the United States or any agency thereof; to purchase and sell fractional shares and subscription rights to which the trust estate may become entitled; and to exercise such powers without regard to any statutory or constitutional limitations applicable to the investment of funds and though the acquisition might violate principles of investment diversification, so long as the Trustee reasonably determines that the acquisition thereof is in the best interests of the trust estate and that, because of special circumstances, the purposes of the trust are better served without diversifying investments.

3. To sell, auction, convey, exchange, lease or rent for a period beyond the possible termination of the trust (or for a less period) for improvement or otherwise, or to grant options for or in connection with such purposes, or otherwise dispose of, all of any portion of the trust, in such manner and upon such terms and conditions as the Trustee may approve.

4. To make loans, secured or unsecured, at any interest rate, to any person, without responsibility or liability for any loss resulting to the trust estate from any such loan.

5. To borrow money for such time and upon such terms as the Trustee sees fit, without security or on mortgage of any real estate or upon pledge of any personal property held hereunder, and to execute mortgages or collateral agreements therefor as necessary.

6. To buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Trustee.

7. To collect the income from the trust or trusts and all shares thereof.

8. To establish, continue or dispose of any business enterprise at such time and upon such terms and conditions as, in the judgment of the Trustee, are for the best interests of the trust estate without liability therefor, whether such enterprise be in the form of a sole proprietorship, partnership, limited liability company, corporation or otherwise, and to develop, add capital to, expand or alter the business of such enterprise, to liquidate, incorporate, reorganize, manage or consolidate the same, or change its charter or name, to appoint directors or managers and employ officers, employees or agents (including any trustee or directors, officers or employees thereof) and to compensate and offer stock options and other employee or fringe benefits to them, and in exercising Trustee's powers in relation to such business enterprise, to receive extra or

extraordinary compensation therefor. I grant to my Trustee the power to do all the acts in connection with the businesses which I could have done had I then owned such business interests, or to delegate such powers to any partner, manager, shareholder, director, officer or employee, without liability for any loss occurring therein. I authorize the Trustee to make public or private sale of the business or businesses, and the real and personal property thereof, at such time or place, and for such price, and upon such terms as to cash or credit, with or without security for the purchase price, as the Trustee may deem best, and to execute all necessary assignments and conveyances to the purchasers, without liability on the part of the purchasers to see to the application of the purchase monies. If the Trustee owns an interest in the shares of stock of any closely-held family corporation, and the persons named herein as Trustee shall be or shall become affiliated with any such closely-held corporation, serving as employees, officers or directors thereof, such persons serving as Trustee hereunder shall not be disqualified from employment by any such family corporation or its successor, or the continued employment by the persons for either the same or greater compensation as determined from time to time by the board of directors in office. In the circumstances described in this paragraph, the persons serving as Trustee hereunder shall be exonerated from any claim or demand arising from the fact that they may be receiving or have received compensation for serving as a director, officer, and/or employee when serving as Trustee or successor Trustee.

9. To exercise or not exercise any ownership rights and powers in any entity as are or may be exercised by persons owning similar property in their own right, including, but not limited to, to vote any interests in a corporation, partnership, limited liability company, or other business enterprise, whether such exercise is made in person, or by special, limited or general proxy; provided, however, that if, at any time a corporate trustee is serving hereunder it shall purchase or retain stock or obligations of itself or of any holding company, or similar corporation which owns stock of such corporate trustee, then in the election of directors and other matters in which the corporate trustee is prohibited from voting its stock or stock of any holding company or similar corporation which owns stock of a corporate trustee, such stock shall be voted by the eldest adult beneficiary hereunder.

10. To subdivide or otherwise develop, and to change the use or purpose of, any real estate constituting a part of the trust into residential, recreational, commercial, cemetery, or other usage; to construct, alter, remodel, repair or raze any building or other improvement located thereon; and to release, partition, vacate, abandon, dedicate or adjust the boundaries as to any such property.

11. To operate farms and woodlands with hired labor, tenants or sharecroppers; to acquire real estate, crop allotments, livestock, poultry, machinery, equipment, materials, and any other items of production in connection therewith; to clear, drain, ditch, make roads, fence and plant part or all of such real estate; to employ or enter into any practices or programs to conserve, improve or regulate the efficiency, fertility and production thereof; to improve, sell, auction or exchange crops, timber or other product thereof; to lease or enter into other management, cutting, production or sales contracts for

a term beyond the possible termination of the trust or for a less period; to employ the methods of carrying on agriculture, animal husbandry and silviculture which are in use in the vicinity of any of such real estate or which the Trustee deems otherwise appropriate; to make loans or advances at interest for production, harvesting, marketing or any other purpose hereunder, in such manner and upon such terms and conditions as the Trustee may approve; and in general to take any action which the Trustee deems necessary or desirable in such operations of farms and woodlands.

12. To drill, explore, test, mine or otherwise exploit oil, gas, or other mineral or natural resources; to engage in absorption, repressuring, and other production, processing or secondary recovery operations; to install, operate and maintain storage plants and pipelines or other transportation facilities; to engage in any of the above activities directly under such business form as the Trustee may select or to contract with others for the performance of them; and to enter into and execute oil, gas and mineral leases, division and transfer orders, grants, farm-out, pooling of unitization agreements, and such other instruments or agreements in connection therewith as the Trustee deems necessary or desirable.

13. To keep any property constituting a part of the trust properly insured against hazards; to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon said property; and to create reserves for depreciation, depletion or such other purposes as the Trustee deems necessary or desirable.

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 the powers herein vested in the Trustee.

15. To institute and defend any and all suits or legal proceedings relating to the trust estate, in any court, and to employ counsel and to compromise or submit to arbitration or any other alternative dispute resolution process all matters of dispute in which the trust estate may be involved, as in the judgment of the Trustee may be necessary or proper.

16. To pay 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.

17. To determine whether any money or property coming into the Trustee's hands shall be treated as a part of the principal of the trust or a part of the income therefrom, and to apportion between principal and income any loss or expenditure in connection with the trust, in each case in accordance with the provisions of the Alabama Principal and Income Act, if applicable, or if not applicable, as the Trustee may deem just and equitable; provided, however, that any proceeds received by the Trustee from any "retirement plan", meaning any qualified pension, profit sharing, stock bonus, Keogh or

other qualified plan, trust, contract, account, annuity, or bond, or individual retirement account, as those terms are defined in the Code, or any non-qualified deferred compensation agreement, salary continuation agreement, or similar arrangement, shall be treated by the Trustee as principal, except that any income earned within the retirement plan from such proceeds as a result of an installment or similar election or any other deferral of payment of the retirement plan's proceeds to the Trustee shall be treated by the Trustee as income when received; provided further, that the Trustee shall have the power and discretion to adjust between principal and income which is contained in section 104 of the Alabama Principal and Income Act, as from time to time amended.

18. The Trustee may include capital gains allocated to principal in distributable net income in accordance with Internal Revenue Service Regulations §1.643(a)-3(b) and (e). Without limiting the foregoing, the Trustee may utilize receipts allocable to principal and characterized for income tax purposes as capital gain in determining the amount of principal that is distributed or required to be distributed to a beneficiary, within the meaning of Internal Revenue Service Regulations §1.643(a)-3(b). The Trustee may take any action that may be necessary in order for such utilization to be respected for tax purposes.

19. To appoint, employ, remove and compensate such attorneys, accountants, custodians, agents and representatives, individual or corporate, as the Trustee deems necessary or desirable for the administration of the trust; to treat as an expense of the trust any compensation so paid; and to delegate all or any part of the investment powers contained herein to such investment counselors, consultants or managers as the Trustee deems appropriate.

20. To hold property or securities in bearer form, in the name of the Trustee, or in the name of the Trustee's nominee, without disclosing any fiduciary relation.

21. To advance money to any trust for any purpose of the trust, and the Trustee shall reimburse itself for the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.

22. To deal with the fiduciary or fiduciaries of any other trust or estate, even though the Trustee is also the fiduciary or one of the fiduciaries of the other trust or estate.

23. In making any division of the trust property into shares for the purpose of any distribution thereof directed or permitted by the provisions under this Trust Agreement, to make such division or distribution either in cash or in kind, or partly in cash and partly in kind, as the Trustee shall deem most expedient, and in making any division or distribution in kind, the Trustee may allot any specific security of property, or any undivided interest therein, to any one or more of such beneficiaries, and in such proportions and amounts, considering both equality of distribution and federal income tax basis of trust assets, as the Trustee may deem proper; and to that end, may appraise any

or all of the property to be allotted, and the judgement of the Trustee as to the propriety of such allotment and as to the relative value and basis for the purposes of distribution of the securities or property so allotted, shall be final and conclusive upon all persons interested in this trust or in the division or distribution thereof. The Trustee may choose which assets shall be used to fund separate shares of the trust property, without being required to fund a share with a prorata portion of each asset.

24. To open and maintain one or more bank, custodian or other accounts in any bank or trust company, and to deposit to the credit of such account or accounts all or any part of the funds belonging to any trust which may at the time be in the possession of the Trustee; from time to time to withdraw a portion or all of the funds so deposited by checks signed by the Trustee, and any such bank or trust company is hereby authorized to pay such checks and also to receive the same for deposit, to the credit of any holder thereof who so signed or endorsed; to delegate to any one or more of its proper agents the right to sign checks against the aforementioned account or accounts for the purposes of any trust, and any bank or trust company in which such account or accounts are maintained is hereby authorized and directed to pay such checks, provided, however, that prior thereto such delegation is evidenced by an appropriate instrument in writing deposited with such bank or trust company by the Trustee.

25. To take any action with respect to my Digital Assets as the Trustee shall deem appropriate, including, but not limited to, accessing, handling, distributing, disposing of, or otherwise exercising control over or exercising any right (including the right to change a terms of service agreement or other governing instrument) with respect to my Digital Assets. The Trustee may engage experts or consultants or any other third party, and may delegate authority to such experts, consultants or third party, as necessary or appropriate to effectuate such actions with respect to my Digital Assets, including, but not limited to, such authority as may be necessary or appropriate to decrypt electronically stored information, or to bypass, reset or recover any password or other kind of authentication or authorization. This authority is intended to constitute "lawful consent" to a service provider to divulge the contents of any communication under The Stored Communications Act (currently codified as 18 U.S.C. §§ 2701 et seq.), to the extent such lawful consent is required. For purposes of this Trust Agreement, "Digital Assets" shall include files stored on my digital devices, including but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smart phones, cameras, electronic reading devices and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops, regardless of the ownership of the physical device on which the digital item is stored. "Digital Assets" shall also include, without limitation, emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts and similar digital items which currently exist or may exist as technology develops or such comparable items as technology develops, including any words, characters, codes,

or contractual rights necessary to access such items, regardless of the ownership of the physical device upon which the digital item is stored.

26. To address environmental matters regarding trust property and, in this regard, the following shall apply:

a. The Trustee shall not be personally liable to any beneficiary hereunder for any claim against the trust for the diminution in value of the trust property arising from the compliance by the Trustee with any federal, state or local law, rule or regulation including:

(1) the reporting of or other response to the contamination of trust property by substances or materials prohibited or regulated by federal, state, or local law or that are known to pose a hazard to the environment or to human health;

(2) the reporting of or other response to violations of any other federal, state or local law, rule or regulation involving materials or substances regulated by federal, state or local law or that are known to pose a hazard to the environment or human health; or

(3) other matters relating to environmental laws.

b. The Trustee may, in its discretion, periodically inspect, review and monitor, or require the inspection, review and monitoring of, any and all property held in this trust for the purpose of determining compliance with any law, rule or regulation affecting such property, with all expenses of such inspection, review and monitoring to be paid from the income or principal of the trust.

c. The Trustee shall have the power, in order to protect the assets held in any trust created hereunder, to take any and all action it shall reasonably deem necessary, in its sole discretion, to prevent, abate, "clean up", or otherwise respond to any violation of any federal, state or local law, rule, or ordinance affecting any property held in trust related to the generation, use, treatment, transportation, storage, disposal, release, discharge, or contamination by any materials or substances that are prohibited or regulated by federal, state, or local law or that are known to pose a hazard to the environment or human health. Such actions may be taken prior to the initiation of enforcement action by a federal, state or local agency. The Trustee shall obtain an estimate of the cost of such response to such violation or contamination and shall notify the beneficiaries, or the parent, guardian or conservator of any minor beneficiary, of the trust of the estimated cost of such response. Such beneficiaries shall have the right to pay for such response costs or to authorize payment of such costs by the fiduciary from trust assets. If the beneficiaries, or the parent, guardian or conservator of any minor beneficiary, of the trust for any reason fail to pay for or authorize payment of such costs from trust assets, the fiduciary shall be entitled nonetheless to use trust assets to pay such costs or, in its sole discretion, to resign in accordance with the provisions herein regarding the resignation of the fiduciary.

d. The Trustee shall have the power, in its sole discretion, to settle or compromise at any time any and all claims against the trust which may be asserted by any federal, state, or local agency or private party involving the alleged violation of any federal, state, or local law, rule or regulation affecting property held in trust.

e. The Trustee shall have the power to disclaim any power which, in the sole discretion of such fiduciary, will or may cause the Trustee to be considered an "owner" or "operator" of property held in this trust as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended from time to time, or which shall otherwise cause the Trustee to incur liability under CERCLA or any other federal, state or local law, rule or regulation. The power to disclaim as contained in this section shall apply to any power, whether actually set forth herein, incorporated by reference herein, or granted or implied by any statute or rule of law.

f. The Trustee shall have the right to resign if at any time it believes there is or may be a conflict between it in its fiduciary capacity and in its individual capacity because of potential claims or liabilities which might be asserted against this trust created because of the type or condition of the assets held in this trust.

The Trustee's exercise or nonexercise of powers and discretions in good faith shall be conclusive on all persons. No person paying money or delivering property to any Trustee hereunder shall be required or privileged to see to its application. The certification of the Trustee that the Trustee is acting in compliance with this instrument shall fully protect all persons dealing with the Trustee.

MISCELLANEOUS PROVISIONS

A. The invalidity of any gift, or any limitation over or interest intended, as to any property or as to any beneficiary shall not be considered materially to disturb the plan of distribution herein created or to affect the validity of any other gift or devise or limitation over, or interest in, or trust herein given or created.

B. Where I have directed that distributions be made to or for the benefit of any beneficiary under the age of twenty-one (21) years, or any beneficiary who may be under any legal disability, or any beneficiary who, in the sole discretion of the Trustee, may be unable to apply the proceeds of his or her trust to his or her best interests and advantage, the Trustee may, in the discretion of the Trustee, make such distributions or property in any one or more of the following ways: (i) directly to the beneficiary; (ii) to the legal guardian, conservator, custodian of the beneficiary, or agent under a durable power of attorney for the use and benefit of the beneficiary; (iii) to any custodial account heretofore established for the beneficiary, or if none exists, to a custodian designated by the Trustee from those eligible to serve as such custodian, including the Trustee, of the beneficiary under the

