

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

CERTIFICATE OF TRUST

KNOW THAT, MAUREEN KATHERINE KOPPEL, Successor Trustee, hereby presents this Certificate of Trust, in lieu of providing a copy of the trust instrument, to establish the existence and terms of the trust as set forth below.

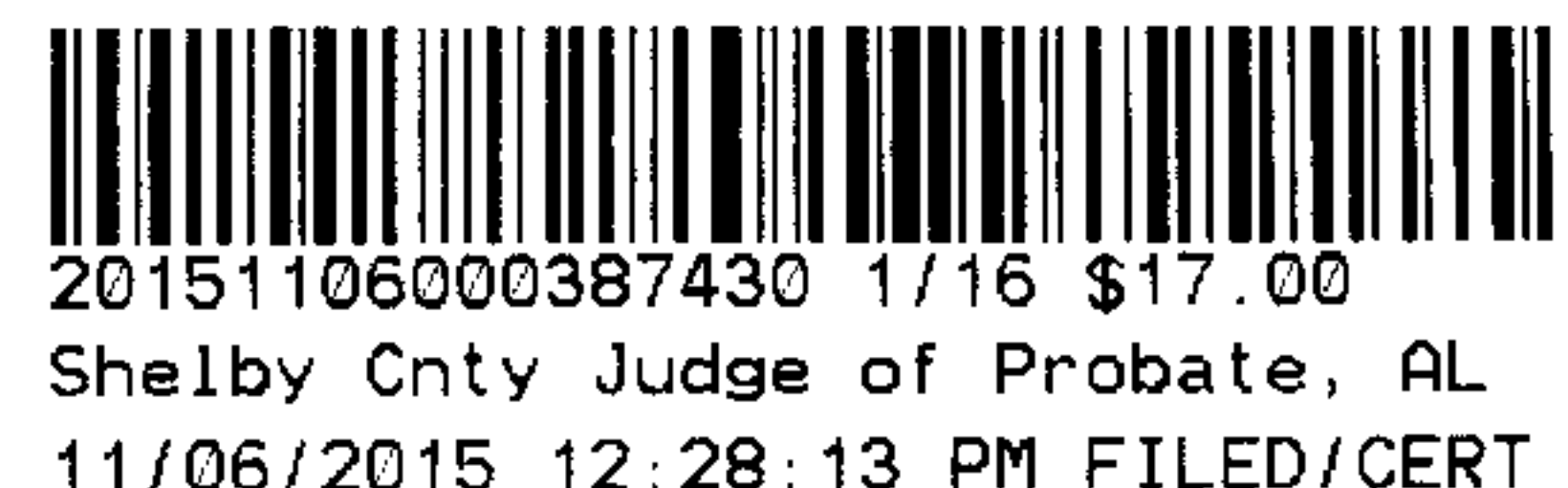
1. Purpose of Certificate of Trust. This Certificate of Trust is intended to serve as a "Certificate of Trust" under the Alabama Uniform Trust Code, as amended. The purpose of this Certificate of Trust is (i) to certify the existence of the **2006 KOPPEL LIVING TRUST DATED JANUARY 4, 2007, Restated November 9, 2008** (the "Trust") and identify the powers of the Trustee, and (ii) to summarize some of the more important provisions of the Trust so that the Trustee may deal with third parties, such as financial institutions, stock transfer agents, brokerage houses, insurance companies, and others, without disclosing all of the provisions of the Trust, which is a private and confidential document.

2. Creation of Trust. DONALD ROBERT KOPPEL and MAUREEN KATHERINE KOPPEL (collectively "Koppel"), having an address at 19001 Tuba Street, Northridge, California 91324, as Grantors, created the Trust, known as the **2006 KOPPEL LIVING TRUST DATED JANUARY 4, 2007**, by jointly executing the Trust instrument. The Trust was amended and Restated on November 9, 2008 ("Amendment"). The **2006 KOPPEL LIVING TRUST DATED JANUARY 4, 2007** and the Amendment constitute the estate plan of Koppel. DONALD ROBERT KOPPEL died on February 24, 2015. As a result of the death of DONALD ROBERT KOPPEL, MAUREEN KATHERINE KOPPEL is the sole Successor Trustee to the Trust. The Trust continues in existence.

3. Trust Revocability. The trust was originally revocable. The Grantors reserved the right to revoke, amend or modify the Trust during their lives. Upon the death of the First Grantor to die, the Trust was to be divided into a "Survivor's Trust" and a Decedent's Trust or "Administrative Trust". The Decedent's Trust or Administrative Trust was to be irrevocable. The Survivor's Trust is revocable. The Trust has not yet been divided into the Grantor's Trust and the Administrative Trust nor has the Trust been revoked, modified or amended in any manner that would cause the representations contained in this Certificate of Trust to be incorrect.

4. The Trustee. The Trust names DONALD ROBERT KOPPEL and MAUREEN KATHERINE KOPPEL, having an address as aforesaid, as Co-Trustee (referred to herein as the "Trustee") and the Survivor as Successor Trustee. The Trust names DAVID BRUCE, CPA, of Tax Records, Inc., 10117 Sepulveda Blvd., Suite 201, Mission Hills, CA 91345, as Successor Trustee after the death, incapacity or inability of the surviving spouse to act as Trustee (referred to herein as the "Next Successor Trustee").

5. Powers of the Trustee. The Trust provides that the Trustee, in addition to and without limitation of the powers provided by law, shall have such additional powers detailed in the Trust. A copy of the Powers of the Trustee is attached hereto as Exhibit "A" and by this reference incorporated hereat.



6. Tax Identification Number. The identification number of the Trust for tax purposes is the social security number of DONALD ROBERT KOPPEL, namely, [REDACTED]

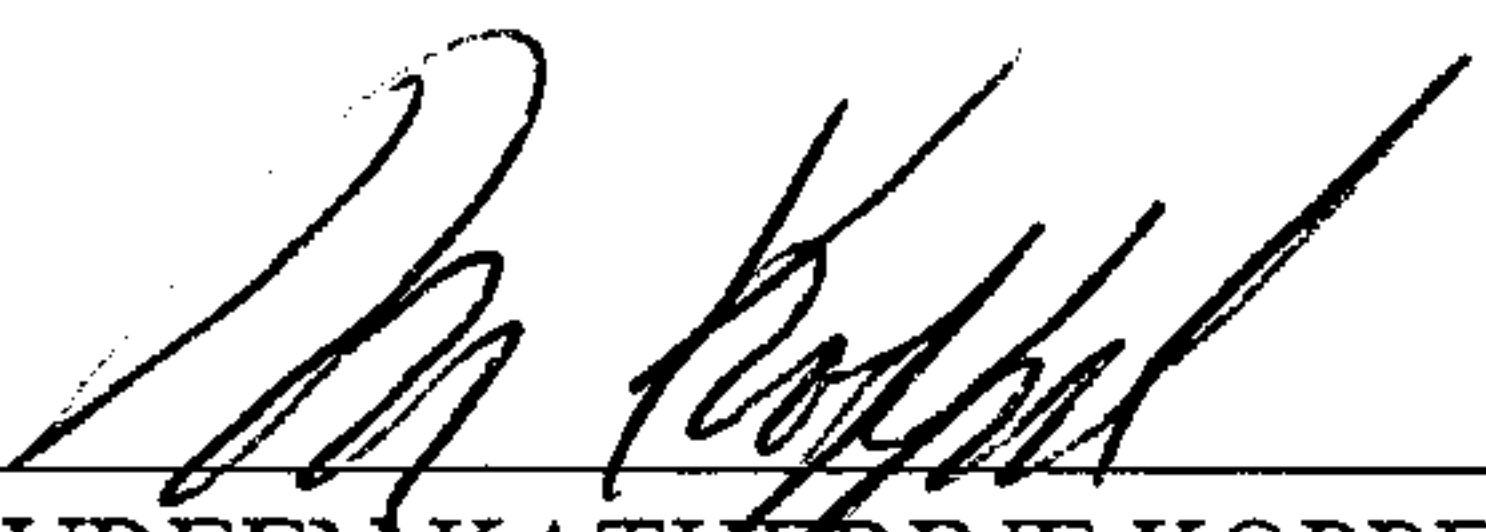
7. Title to Trust Property. All property owned by the Trust shall be titled in the name of the **2006 KOPPEL LIVING TRUST DATED JANUARY 4, 2007.**

8. Signature Authority. The Successor Trustee may sign all documents exercising the powers of the Trustee. Under the Living Trust, no other person is required or needed to sign such documents for them to be effective as the Trust.

9. Reliance by Third Parties. This Certificate of Trust is executed as evidence of the existence of the foregoing Living Trust. Any person may rely upon this Certificate of Trust as evidence of the existence of said Living Trust, and is relieved of any obligation to verify that any transaction entered into by a Trustee or Successor Trustee thereunder is consistent with the terms and conditions of said Living Trust. The Trust has not been revoked, modified or amended in any manner that would cause the representations contained in this Certificate of Trust to be incorrect. This Certificate of Trust contains a true and correct representation of the terms of the Trust. All persons dealing with the Trustee may rely on this Certificate of Trust as a true statement of the provisions of the Living Trust as of the date this Certificate of Trust is presented to such person (regardless of the date of execution of this Certificate of Trust) unless such person has actual knowledge that the representations contained in this Certificate of Trust are incorrect. A person who acts in reliance upon this Certificate of Trust without actual knowledge that the representations contained herein are incorrect shall not be liable to any other person for so acting.

10. Short Name of the Trust. The Trust may be referred to by the name: **"2006 KOPPEL LIVING TRUST DATED JANUARY 7, 2004."** Any transfers to the Living Trust or any trust thereunder may refer to the aforesaid name or to "MAUREEN KATHERINE KOPPEL as Successor Trustee under the **2006 KOPPEL LIVING TRUST DATED JANUARY 4, 2007**", with or without specifying any change in Trustee or any amendment to the Living Trust.

IN WITNESS WHEREOF, the Grantors have executed this Certificate of Trust as of the 26th day of October, 2015.



MAUREEN KATHERINE KOPPEL


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ACKNOWLEDGMENT

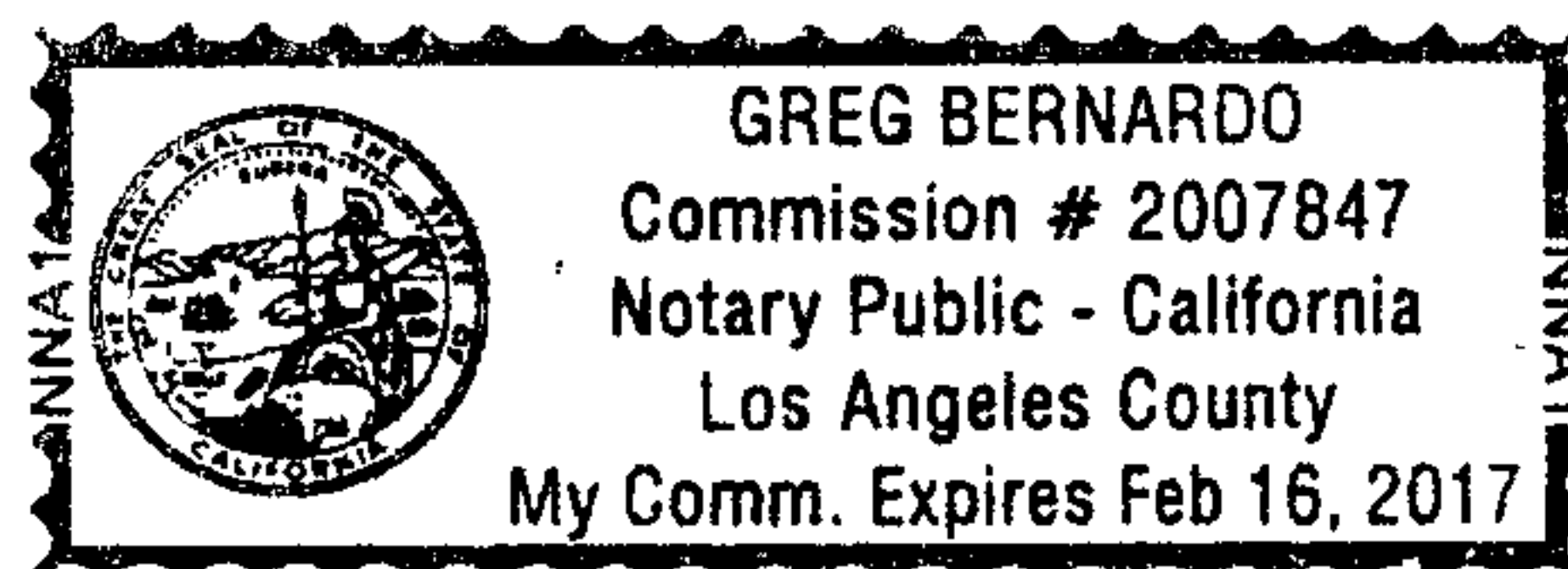
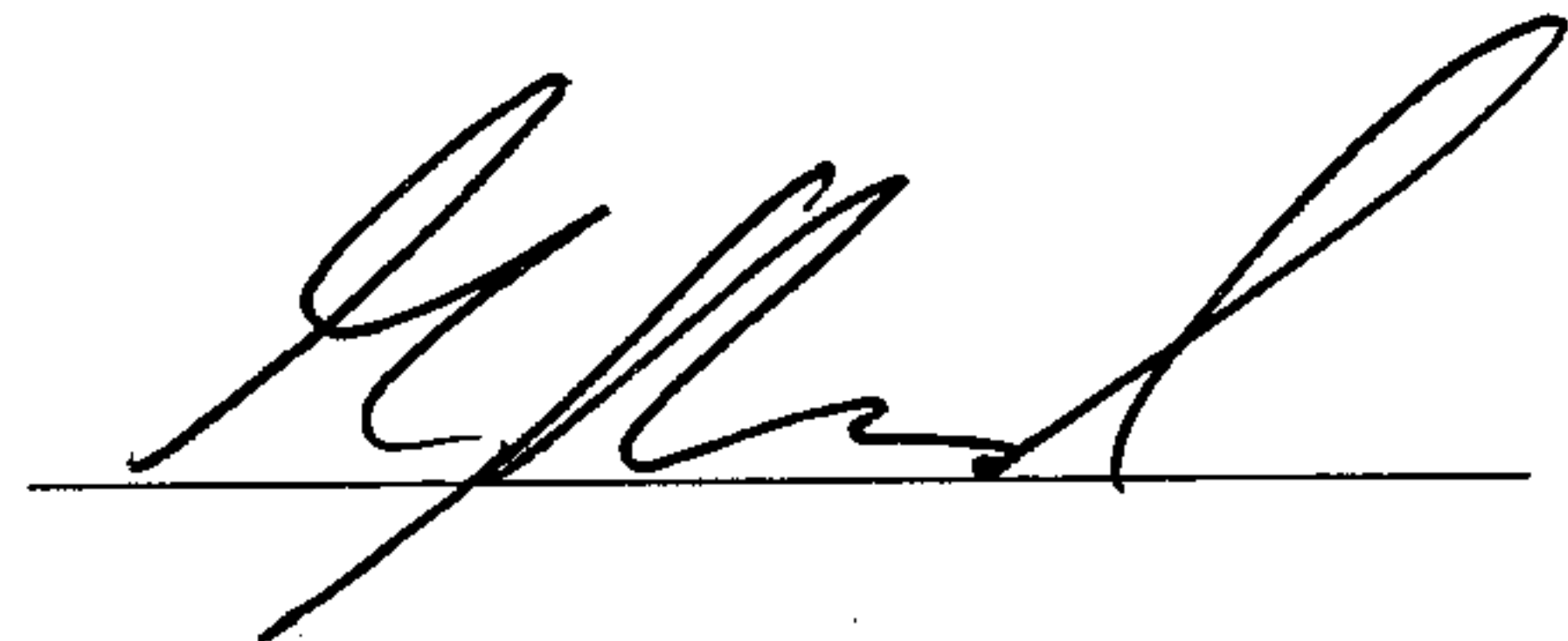
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
 SS
COUNTY OF LOS ANGELES)

On October 26, 2015, before me, Greg Bernardo, a Notary Public, personally appeared MAUREEN KATHERINE KOPPEL, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



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EXHIBIT "A"

POWERS OF THE TRUSTEE OF THE



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Article Fifteen

Our Trustee's Powers

Section 15.01 Introduction to Trustee's Powers

Except as otherwise specifically provided in this agreement, our Trustee may exercise, without prior approval from any court, all the powers conferred by this agreement and any powers conferred by law, including, without limitation, those powers set forth under the common law or statutory law of the State of California or any other jurisdiction whose law applies to this trust. The powers set forth in California Probate Code are specifically incorporated into this trust agreement. The powers conferred upon our Trustee by law, including those powers conferred by California Probate Code, shall be subject to any express limitations or contrary directions contained in this agreement.

Our Trustee shall exercise these powers in the manner our Trustee determines to be in the best interests of the beneficiaries. Our Trustee shall not exercise any of its powers in a manner that is inconsistent with the right of the beneficiaries to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

The Trustee of a trust may have duties and responsibilities in addition to those described in this agreement. We encourage our Trustee to obtain appropriate legal advice if our Trustee has any questions concerning its duties and responsibilities as Trustee.

Section 15.02 Execution of Documents by Our Trustee

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

Section 15.03 Investment Powers in General

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

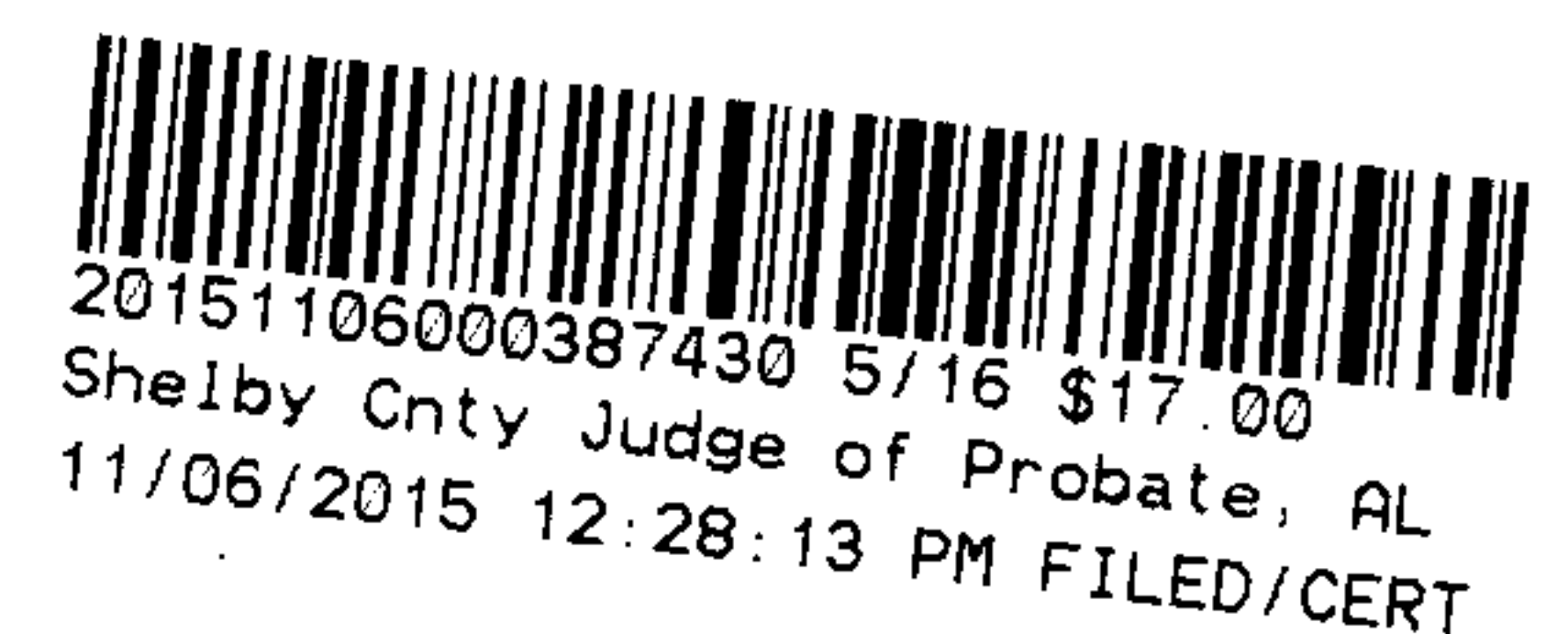
Without limiting our Trustee's investment authority in any way, we request that our Trustee exercise reasonable care and skill in selecting and retaining trust investments. We also request that our Trustee take into account the following factors in choosing investments for our trust:

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

The potential income tax consequences of the investment;

The investment's potential for volatility; and

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



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

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

Section 15.04 Banking Powers

Our Trustee may establish bank accounts of any type in one or more banking institutions that our Trustee may choose. Our Trustee may open accounts in the name of our Trustee (with or without disclosing fiduciary capacity) or in the name of the trust. When an account is in the name of the trust, checks on that account and authorized signatures need not disclose the fiduciary nature of the account or refer to any trust or Trustee.

An account from which our Trustee makes frequent disbursements need not be an interest bearing account. Our Trustee may authorize withdrawals from an account by check, draft or other instrument or in any other manner.

Section 15.05 Business Powers

Our Trustee is authorized to serve as an officer, director, manager, or in any other capacity of any proprietorship, partnership, joint venture, corporation, or other enterprise in which the trust has an interest (whether or not such interest is total or controlling). Our Trustee may receive compensation for services.

Our Trustee may contract with and otherwise deal with any such enterprise in the same manner as it would with any enterprise in which the trust has no interest, and may use any voting power our Trustee may have to implement its authority (whether as Trustee or as an officer, director, or other official of the enterprise).

With respect to any units in a limited liability company, limited partnership, or stock in a closely-held corporation ("closely-held company") that are contributed to the trust, the powers granted to our Trustee in this Article shall not disqualify our Trustee from acting personally and independently, and not in a fiduciary capacity, with respect to any closely held company, from holding office in the closely-held company, from accepting remuneration from the closely-held company, from voting any units or stock in favor of the Trustee as a director or officer of the closely-held company, or from purchasing or selling units or stock of the closely-held company.

If a trust is funded with subchapter S stock, our Trustee may either elect to qualify the trust as a qualified subchapter S trust ("QSST") under Section 1361(d)(3) of the Internal Revenue Code or as an electing small business trust under Section 1361(e)(1) to administer the trust in accordance with the requirements of the corresponding Section.

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

(a) No Duty to Diversify

Notwithstanding any duty to diversify imposed by state law, our Trustee may retain any business in which the trust has an ownership interest even though the interest may constitute all or a substantial portion of the trust property. We recognize that the value of a non-controlling interest in a business entity may be less than the underlying value of the net assets of the entity. Nonetheless, we authorize our Trustee to retain non-controlling business interests owned by the trust.

(b) Specific Management Powers

Our Trustee shall have all power and authority necessary to manage and operate any business owned by the trust, whether directly or indirectly, including, without limitation, the express powers set forth in this subsection.

Our Trustee may participate directly in the conduct of the business, by serving as a general partner of a limited partnership, a member, manager or managing member of a limited liability company, or a shareholder of a corporation, or may employ others to serve in that capacity.

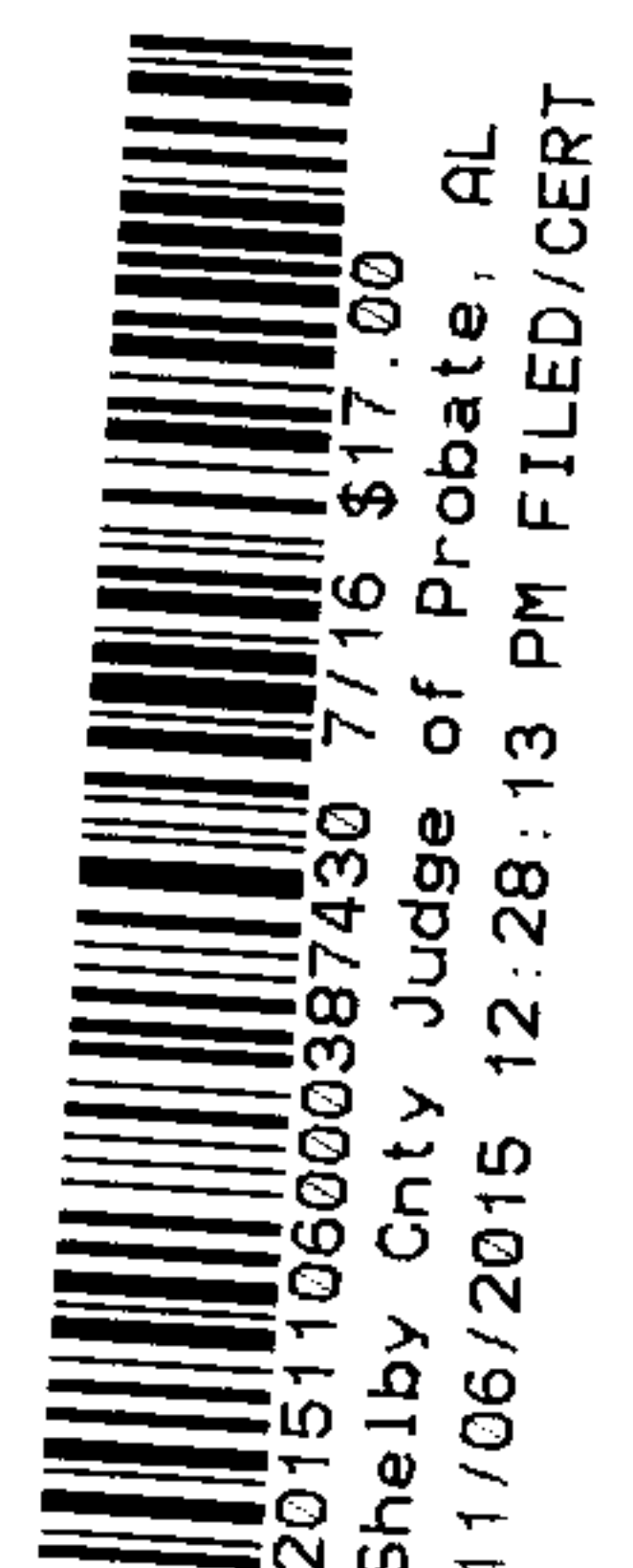
Our Trustee may take part in the management of the business and delegate duties with respect to management, together with the requisite powers, to any employee, manager, partner or associate of the business, without incurring any liability for the delegation. To the extent that the business interest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

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

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

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

Our Trustee may reduce, expand, limit or otherwise adjust the operation or policy of the business. Our Trustee may subject the principal and income



of the trust to the risks of the business for such term or period as our Trustee may determine.

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

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

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

Our Trustee may generally exercise any and all powers necessary for the continuation, management, sale or dissolution of the business. Our Trustee may participate in the sale, reorganization, merger, consolidation, recapitalization, or liquidation of the business. Our Trustee may sell or liquidate the business or business interest on such price and on such terms as our Trustee deems advisable and in the best interests of the trust and the beneficiaries. Our Trustee may sell any business interest held by the trust to one or more of the beneficiaries of this trust or to any trust in which a majority of the beneficiaries are one or more of the beneficiaries of this trust. The sale may be made in exchange for cash, a private annuity, an installment note or any combination thereof.

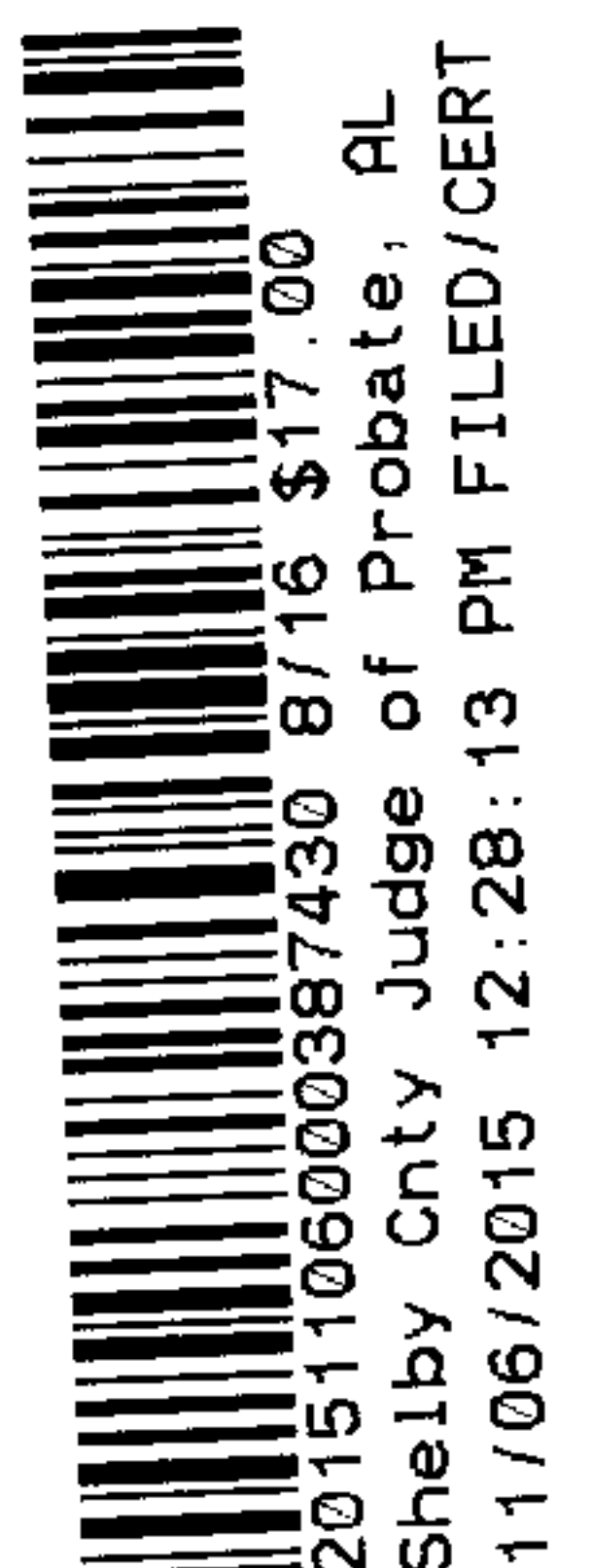
Our Trustee may exercise all of the business powers granted in this agreement even though our Trustee may be personally invested in or otherwise involved with the business.

(c) Business Liabilities

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

(d) Trustee Compensation

In addition to the Trustee compensation set forth in Section 14.07, our Trustee may receive additional reasonable compensation for services in connection with the operation of the business. Our Trustee may receive this compensation directly from the business, from the trust or partly from both.



(e) Conflicts of Interest

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

Section 15.06 Contract Powers

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

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

Section 15.07 Common Investments

For purposes of convenience with regard to the administration and investment of the trust property, our Trustee may invest part or all of the trust property jointly with trust property of other trusts for which our Trustee is also serving as a Trustee. For this purpose, a corporate fiduciary acting as our Trustee may use common funds for investment.

When trust property is managed and invested in this manner, our Trustee shall maintain records that sufficiently identify that portion of the jointly invested assets that constitute the trust property of this trust.

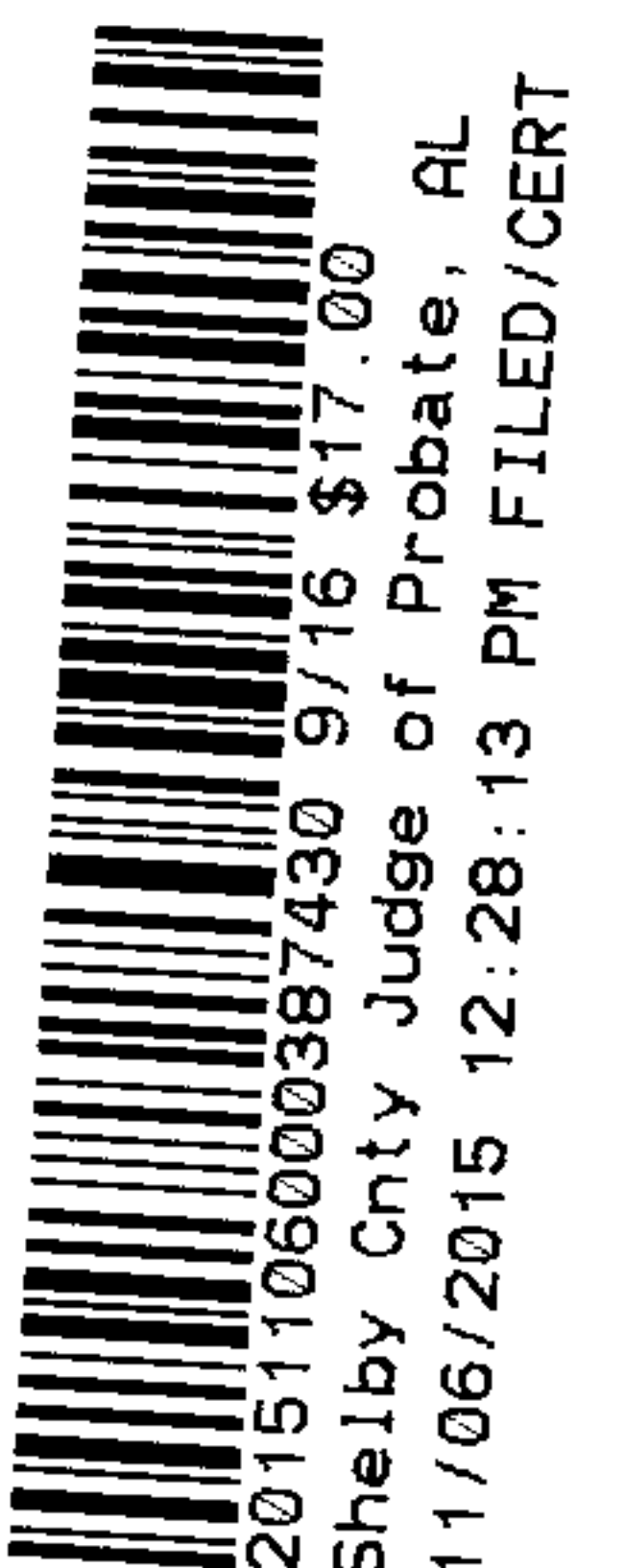
Section 15.08 Environmental Powers

Our Trustee shall have the right to inspect trust property to determine compliance with or to respond to any environmental law affecting the trust property. "Environmental law" shall mean any federal, state, or local law, rule, regulation, or ordinance relating to protection of the environment or of human health.

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

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

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



Our Trustee shall not be liable to any beneficiary or to any other party for any decrease in the value of trust property as a result of our Trustee's compliance with any environmental law, including any reporting requirement.

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

Section 15.09 Farm, Ranch and Other Agricultural Powers

Our Trustee may retain, acquire, and sell any farm or ranching operation, whether as a sole proprietorship, partnership, or corporation.

Our Trustee may engage in the production, harvesting, and marketing of farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

Our Trustee may engage and participate in any government farm program, whether state or federally sponsored.

Our Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

Our Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities, and acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

Our Trustee may do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries.

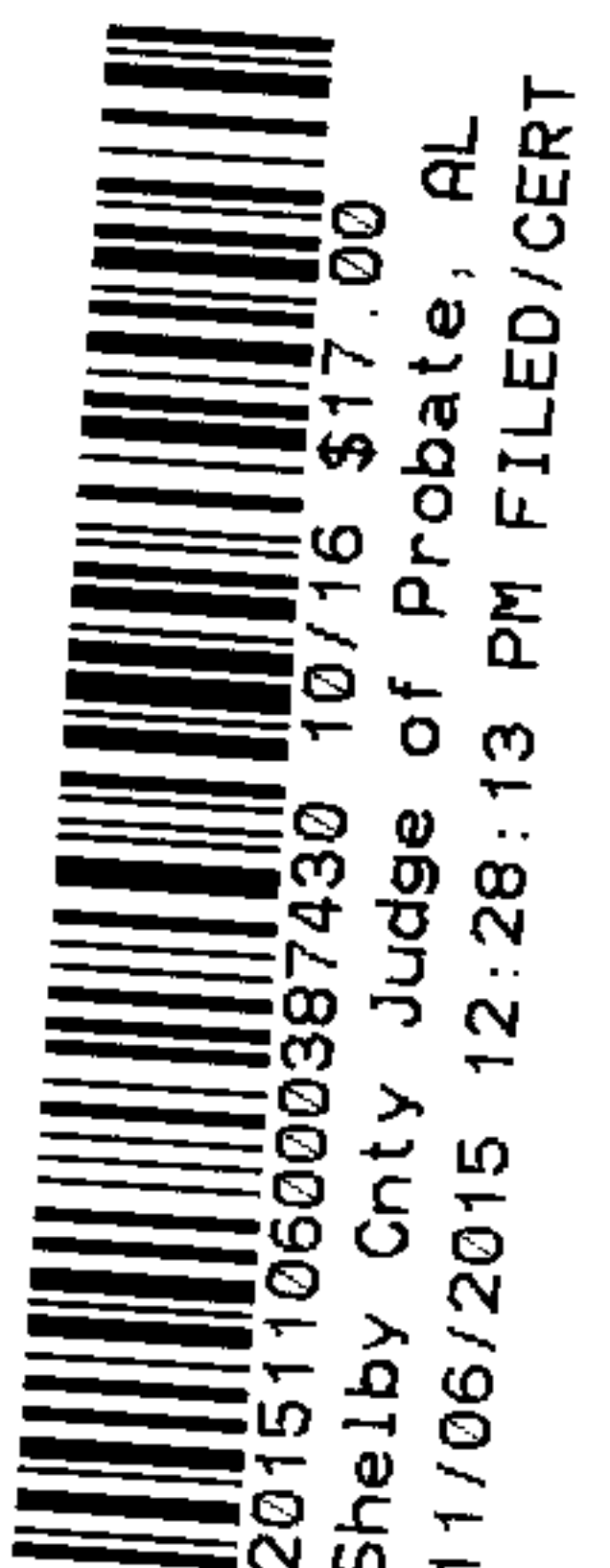
Section 15.10 Insurance Powers

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

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

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

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



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

Our Trustee shall have the power to sell any policy at its fair market value to anyone having an insurable interest in the policies including the insured.

Our Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing the policy.

Upon termination of the trust, our Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

Section 15.11 Loans and Borrowing Powers

Our Trustee may make secured or unsecured loans to any person (including a beneficiary), entity, trust or estate, for any term or payable on demand, with or without interest. Our Trustee may enter into or modify the terms of any mortgage or security agreement granted in connection with any loan and may release or foreclose on the mortgage or security.

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

Our Trustee may encumber trust property by mortgages, pledges and other hypothecation and shall have the power to enter into any mortgage, whether as a mortgagee or mortgagor even though the term may extend beyond the termination of the trust and beyond the period that is required for an interest created under this agreement to vest in order to be valid under the rule against perpetuities.

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

Section 15.12 Nominee Powers

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

Section 15.13 Oil, Gas and Mineral Interests

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

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

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



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

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

Section 15.14 Payment of Taxes and Expenses

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

Section 15.15 Qualified Family Owned Business Interests Deduction

Our Trustee, other than an Interested Trustee, shall have the power to amend the terms of any trust holding "qualified family-owned business interests" as defined in Section 2057 of the Internal Revenue Code, in order to permit trust property to qualify for the "family owned business deduction," even if the amendment changes beneficial interests and that directs the segregation of trust property into more than one trust.

Section 15.16 Qualified Real Property Valuation

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

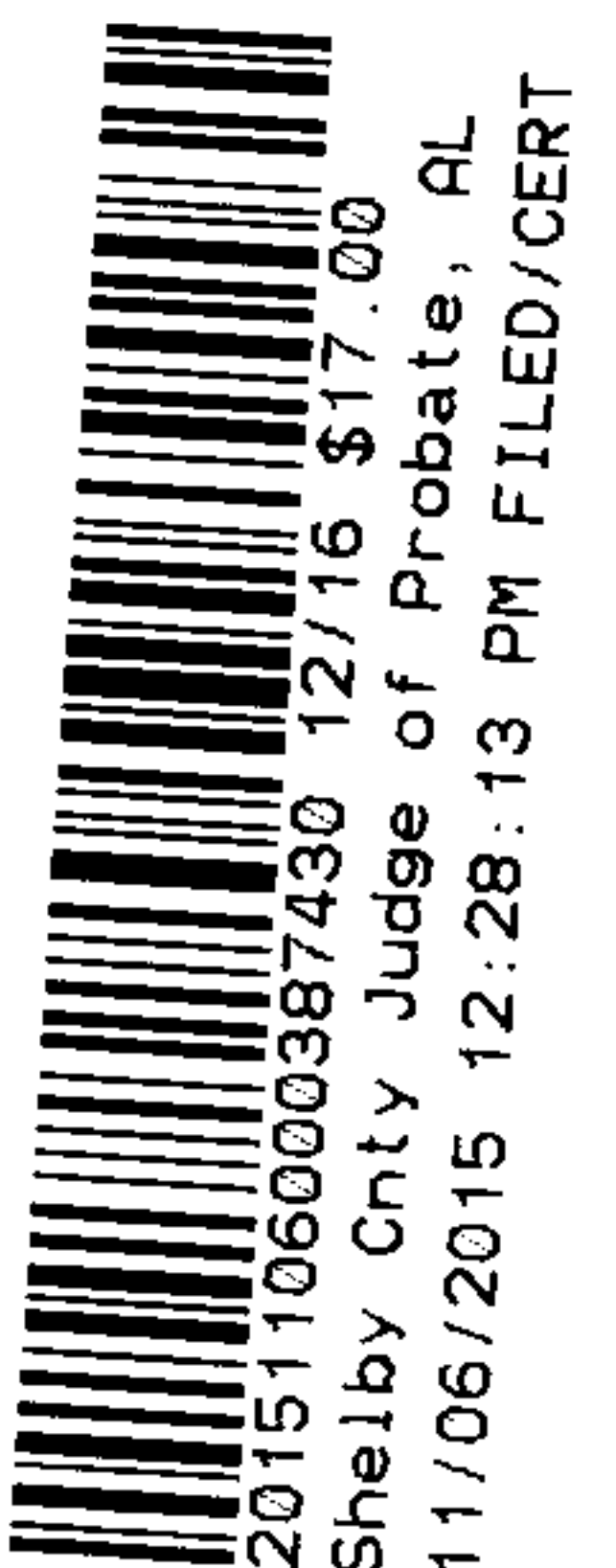
Section 15.17 Real Estate Powers

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

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

Our Trustee may manage real estate in any manner that our Trustee deems best and shall have all other real estate powers necessary for this purpose.

Our Trustee may enter into contracts to sell real estate. Our Trustee may enter into leases and grant options to lease trust property even though the term of the agreement extends beyond the termination of any trusts established under this agreement and beyond the



period that is required for an interest created under this agreement to vest in order to be valid under the rule against perpetuities. For such purposes, our Trustee may enter into any contracts, covenants and warranty agreements that our Trustee deems appropriate.

Section 15.18 Residences and Tangible Personal Property

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

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

Our Trustee shall have no duty to convert the property referred to in this Section to productive property except as required by other provisions of this agreement.

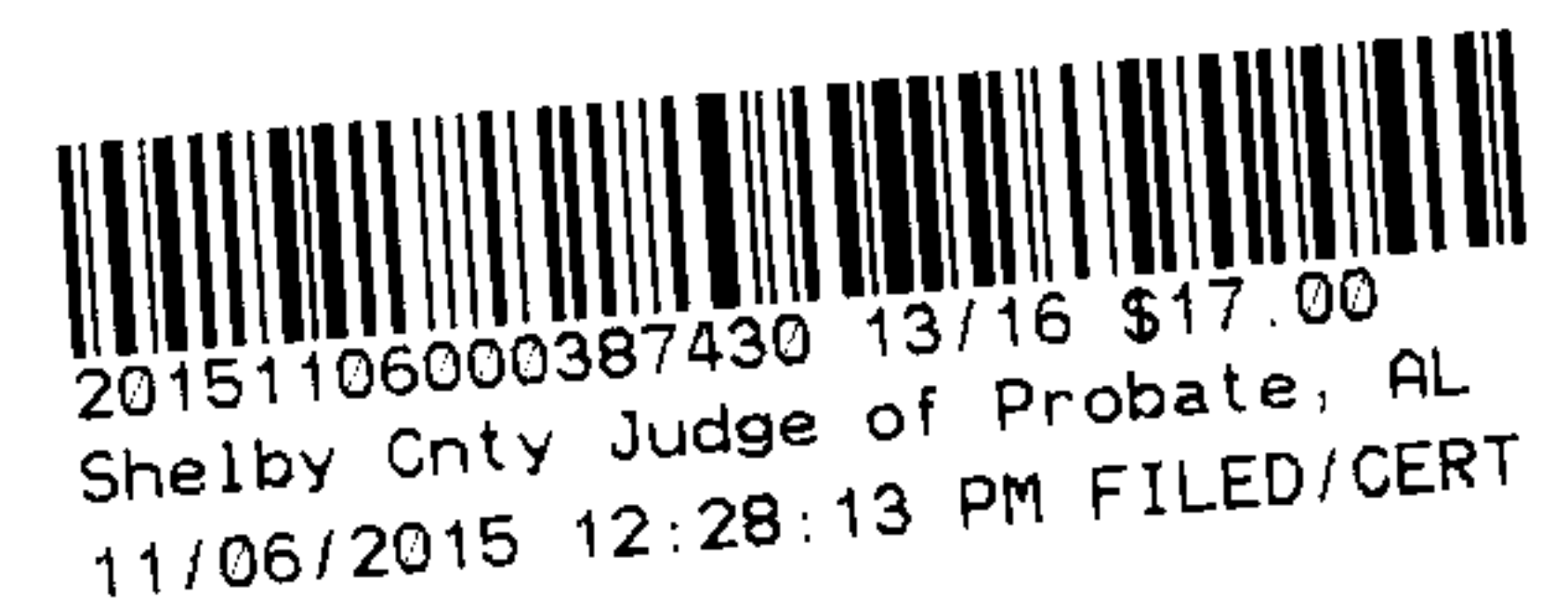
Our Trustee may permit any income beneficiary of the trust to occupy any real property or use any personal property owned by the trust on terms or arrangements that our Trustee may determine, including rent free or in consideration for the payment of taxes, insurance, maintenance, repairs, or other charges.

Our Trustee shall have no liability for any depreciation or loss as a result of the retention of any property retained or acquired under the authority of this Section.

Section 15.19 Retention and Abandonment of Trust Property

Our Trustee may retain, without liability for depreciation or loss resulting from retention, any property constituting the trust at the time of its creation, at the time of our deaths or as the result of the exercise of a stock option. Our Trustee may retain property, notwithstanding the fact that the property may not be of the character prescribed by law for the investment of assets held by a fiduciary, and notwithstanding the fact that retention may result in inadequate diversification under any applicable Prudent Investor Act or other applicable law.

Our Trustee may hold property that is non-income producing or is otherwise nonproductive if holding the property is, in the sole and absolute discretion of our Trustee, in the best interests of the beneficiaries. On the other hand, except when either of us is serving as a Trustee, our Trustee shall invest contributions of cash and cash equivalents as soon as reasonably practical after the assets have been acquired by the trust. Our Trustee is permitted to retain a reasonable amount in cash or money market accounts in order to pay anticipated expenses and other costs and to provide for anticipated distributions to or for the benefit of a beneficiary.



Our Trustee may abandon any trust property that our Trustee deems to be of insignificant value.

Section 15.20 Securities, Brokerage and Margin Powers

Our Trustee may buy, sell, trade and otherwise deal in stocks, bonds, investment companies, mutual funds, common trust funds, commodities, options and other securities of any kind and in any amount, including short sales. Our Trustee may write and purchase call or put options, and other derivative securities. Our Trustee may maintain margin accounts with brokerage firms and may pledge securities to secure loans and advances made to our Trustee or to or for the benefit of a beneficiary.

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

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

Our Trustee may participate in any reorganization, recapitalization, merger or similar transaction. Our Trustee may exercise or sell conversion or subscription rights for securities of all kinds and description.

Our Trustee may give proxies or powers of attorney that may be discretionary and with or without powers of substitution. Our Trustee may vote or refrain from voting as to any matter.

Section 15.21 Settlement Powers

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

Section 15.22 Limitation on Our Trustee's Powers

All powers granted to our Trustee under this agreement or by applicable law shall be limited as set forth in this Section, unless explicitly excepted by reference to this Section. The limitations set forth in this Section shall not apply to a Grantor's interest in the community property and a Grantor's separate property.


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(a) An Interested Trustee Limited to Ascertainable Standards

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

(b) No Distributions in Discharge of Certain Legal Obligations

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

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

(c) Insurance Policy on the Life of Our Trustee

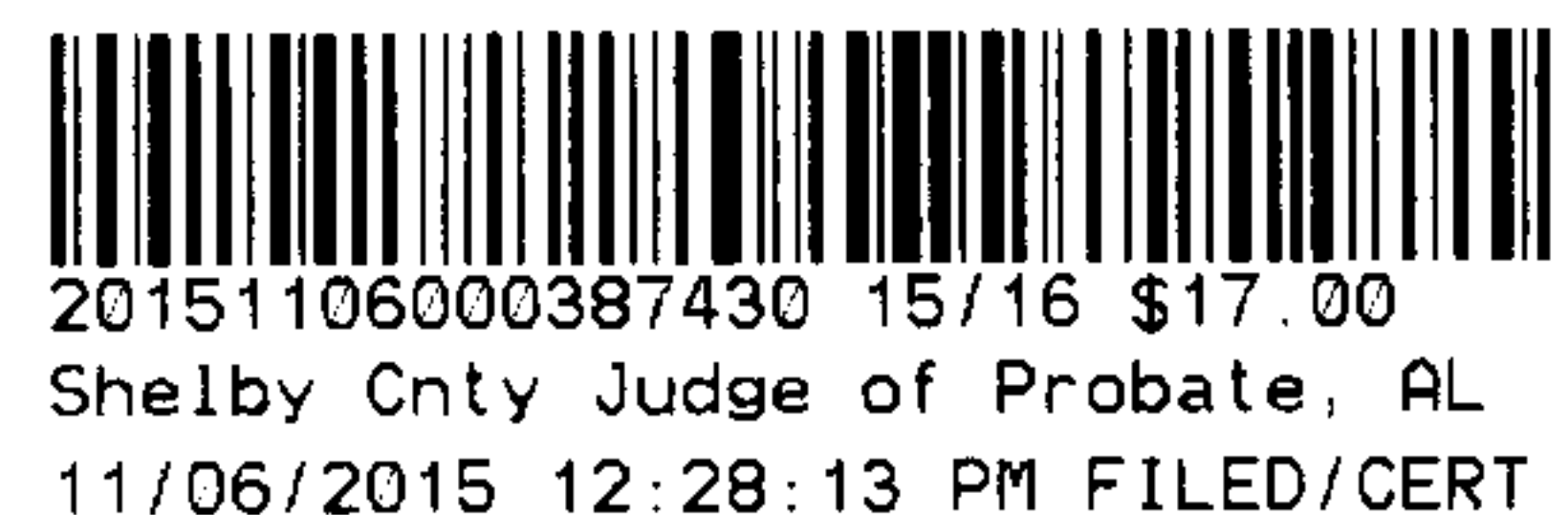
If the trust holds a policy that insures the life of our Trustee, our Trustee shall have no right to exercise any powers or rights with respect to the policy. A Cotrustee serving under this agreement shall exercise the powers and rights with respect to the policy.

If the insured Trustee is the only Trustee, then an Independent Special Trustee designated under Section 3.08 shall exercise the powers and rights with respect to the policy.

If any rule of law or court decision construes the ability of the insured Trustee to name an Independent Special Trustee as an incident of ownership of the policy, then a majority of the then current mandatory and discretionary income beneficiaries (excluding the insured Trustee if he or she is a beneficiary) shall select the Independent Special Trustee.

(d) Insurance Policy on a Beneficiary's Life

If the trust holds a policy that insures the life of a beneficiary, the beneficiary (acting individually or as Trustee) shall have no power over the policy, the cash value of the policy, or the proceeds of the policy. The intent of this denial of power is to prevent an insured beneficiary from having a power that would constitute an incident of ownership of the policy.



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

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


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Shelby Cnty Judge of Probate, AL
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