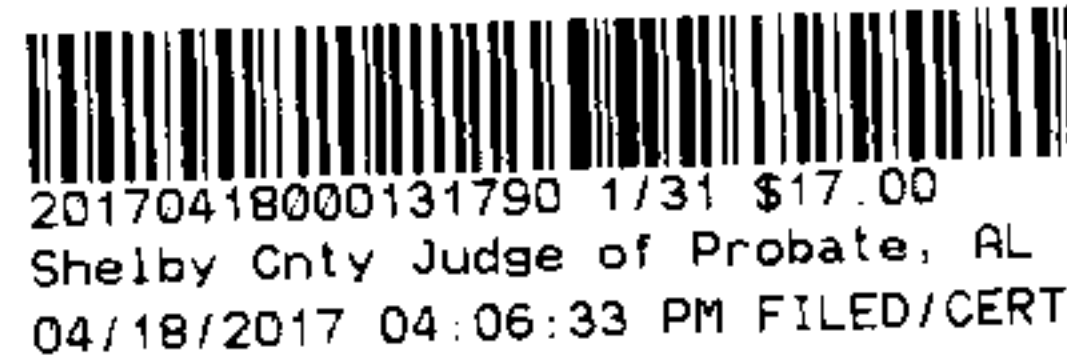




The Hammick Children Family Trust

I, Candice Lee Daniels Hammick, of Shelby, Alabama, as Settlor, hereby transfer to Candice Lee Daniels Hammick, as trustee (the "trustee"), the property described in the attached Schedule A, which shall constitute the initial principal of the "The Hammick Children Family Trust" (hereinafter sometimes referred to as the "Revocable Trust"). The trust property shall be administered and disposed of as follows:

ARTICLE I

MY RETAINED POWERS

By a duly acknowledged instrument delivered to the trustee, I may (a) amend this Agreement in any way, except that the duties, powers, immunities, liabilities and compensation of the trustee may not be modified by such amendment without the prior written consent of the trustee, (b) revoke this Agreement and the trust created hereunder (in which case, as soon as practicable thereafter, the trustee shall deliver all the trust property to me or as I otherwise may direct), (c) remove any trustee with or without cause, and (d) designate one or more persons, or a corporate trustee, to act as an additional trustee, as my successor trustee or as substitute or successor trustee to any other person or entity.

ARTICLE II

PROVISIONS DURING MY LIFE

During my life:

A. *Payments I Direct.* The trustee shall pay me or otherwise dispose of as much of the net income and principal as I may direct in a duly acknowledged instrument delivered to the trustee.



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B. *Trustee's Discretionary Payments.* The trustee shall pay me, as much of the net income and principal of the trust, even to the extent of all or none, at any time and from time to time, as the trustee determines in his discretion, and in making such determination, the trustee shall consider or ignore, as the trustee deems advisable, my other financial resources of any kind. In exercising such discretion, the trustee shall consider only my interests. Notwithstanding the foregoing, during any time that I am acting as the sole trustee, I may pay any person or entity as much of the net income and principal of the trust, even to the extent of all or none, at any time and from time to time, as I may determine in my discretion.

C. *Gifts During My Incapacity.* During any time that I am "incapacitated" (as hereinafter defined), the trustee may make gifts in any amount out of the trust property to or in trust for the benefit of any one or more persons within the group consisting of my descendants if such gifts would be in the best interests of me, my family and my estate; provided, however, that no gift to a person in any calendar year that is not a "qualified transfer" (as defined in Section 2503(e) of the Code) for tuition or medical care may exceed the amount of the remaining gift tax annual exclusion allowable to me for such year pursuant to Section 2503(b) of the Code with respect to that person, assuming the application of Section 2513 of the Code if I am then married.

D. *Provisions During Incapacity.* For purposes of this Agreement, I shall be considered "incapacitated" if I am under a legal disability (under the laws of my domicile) or have been certified in writing to be unable to manage my financial affairs by a majority of the Committee hereinafter described and the written concurrence of the principal physician attending to my care, and the trustee may rely upon written notice of that determination. Unless I am under a legal disability (under the laws of my domicile), I shall no longer be considered incapacitated for purposes of this Agreement upon the certification in writing that I am able to manage my financial affairs by a majority of the Committee and the written concurrence of the principal physician attending to my care, and the

trustee may rely upon written notice of that determination. During any period in which I am considered incapacitated, the Committee may restrict or prohibit me from exercising any power granted to me hereunder. The Committee shall comprise my parents and my siblings who are not then incapacitated.

ARTICLE III

CERTAIN PAYMENTS UPON MY DEATH

Upon my death, the trustee shall pay the taxes imposed by reason of my death and the expenses of administering my estate as directed in the Article titled "Taxes, Claims and Administration Expenses."

ARTICLE IV

PERSONAL PROPERTY

Upon my death, the trustee shall distribute the tangible personal property that is part of the trust property or that becomes a part of the trust property by reason of my death (excluding coins, securities, currency and collectibles held for investment), together with any insurance policies thereon, to my children, who survive me for at least thirty (30) days, to be divided among them as they agree or, if they fail to agree upon a division within six months after my death, in shares of substantially equal value as the trustee shall determine in his discretion. Except as otherwise provided above, the recipients of such tangible personal property shall receive such property subject to any debts secured by such property.

ARTICLE V

DISPOSITION OF TRUST PROPERTY UPON MY DEATH

Upon my death, after providing for the payments and distributions, if any, required by the foregoing provisions, the trustee shall dispose of the balance of the trust property as follows:

A. *Disposition of Trust Property If Descendants Survive Me.* If any descendant of mine survives me, the trustee shall allocate the balance of the trust

property to the Family Trust, to be administered and disposed of as directed in the Article titled "Family Trust"; provided, however, that if there is no living child of mine under twenty-three (23) years of age at my death, the trustee shall allocate no amount to the Family Trust and instead shall allocate all trust property to be disposed of pursuant to the provisions of this Article among my descendants who survive me "by right of representation" (as hereinafter defined). Such property allocated to a descendant of mine shall be retained in a separate trust for his benefit to be administered and disposed of as directed in the Article titled "Descendant Trusts."

B. *Disposition of Trust Property If None of My Descendants Survive Me.* If none of my descendants survive me, the trustee shall dispose of the balance of the trust property as directed in the Article titled "Ultimate Contingent Beneficiaries."

C. I have deliberately made no provision for my husband, James Hunter Hammick, in this trust instrument.

ARTICLE VI

FAMILY TRUST

The Family Trust shall be administered and disposed of as follows:

A. *Payments to Descendants.* The trustee shall pay any one or more of my descendants as much of the net income and principal, even to the extent of all or none, at any time and from time to time, as the trustee determines in his discretion for their health, support and education, taking into consideration their other financial resources of any kind (including their interests in any other trusts hereunder). The trustee may rely on my descendants' written statements as to such other financial resources, without any duty of inquiry or verification. In determining whether to make payments to my children, the trustee shall disregard the interests of any other beneficiary.

B. *Final Distribution of Trust Property.* Upon the date on which there is no living child of mine under twenty-three (23) years of age, the trustee shall

allocate the then remaining trust property among my then living descendants by right of representation, or if none of my descendants is then living, the trustee shall dispose of the then remaining trust property as directed in the Article titled "Ultimate Contingent Beneficiaries." The property that is allocated to a descendant of mine shall be retained in a separate trust for his benefit to be administered and disposed of as directed in the Article titled "Descendant Trusts".

ARTICLE VII

DESCENDANT TRUSTS

Each separate trust for the benefit of a descendant to be administered and disposed of as directed in this Article shall be known as a "Descendant Trust," with such additional designation for purposes of identification as the trustee determines. Each Descendant Trust shall be administered and disposed of as follows:

A. *Payments to Beneficiary.* The trustee shall pay the beneficiary as much of the net income and principal, even to the extent of all or none, at any time and from time to time, as the trustee determines in his discretion for the beneficiary's health, support and education, taking into consideration the beneficiary's other financial resources of any kind (including his interests in any other trusts hereunder). The trustee may rely on the beneficiary's written statements as to such other financial resources, without any duty of inquiry or verification. In determining whether to make payments to the beneficiary, the trustee shall disregard the interests of future beneficiaries.

C. *Distribution to the Beneficiary at Age 30.* Upon the beneficiary attaining the age of thirty (30) years, the trustee shall distribute the then remaining trust property to the beneficiary outright and free of trust.

D. *Final Distribution of Trust Property.* Upon the beneficiary's death prior to attaining the age of thirty (30) years, the trustee shall allocate the then remaining trust property among the beneficiary's then living descendants; or if no such descendant is then living, among the then living descendants of the

beneficiary's nearest ancestor who was a descendant of mine and who has one or more then living descendants; or if no such descendant is then living, among my then living descendants; or if none of my descendants is then living, the trustee shall dispose of the then remaining trust property as directed in the Article titled "Ultimate Contingent Beneficiaries." All such allocations among the then living descendants of a person shall be by right of representation, and the property allocated to a descendant of mine shall be distributed to such descendant outright and free of trust.

ARTICLE VIII

ULTIMATE CONTINGENT BENEFICIARIES

Whenever property is to be disposed of as directed in this Article, such property shall be disposed of by distribution to those persons who would have been entitled to receive my personal property under the laws of the State of Alabama, in effect on the date hereof, and in the proportions determined in those laws, I died intestate on the date of such disposition, domiciled in the State of Alabama.

ARTICLE IX

SUCCESSOR AND ADDITIONAL TRUSTEES

A. *Designation of Successor Trustees.* Should I die, resign, be considered "incapacitated" (as defined hereinabove), or for any reason fail or cease to act as Trustee hereunder, then I appoint my brother, Walter E. Daniels III ("Danny") as successor Trustee. Should Danny die or for any reason fail or cease to act as Trustee hereunder, then I appoint my brother, Stephen Douglas Daniels, as successor Trustee hereunder, then I appoint my friend, Jeremy Hefter, each to serve one at a time and in the order named if the persons named before him cease or fail to serve as my trustee. Each person named in this Section hereinafter is referred to as a "named trustee" (collectively, the "named trustees").


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B. *Designation of Successor Trustees.* My initial trustee, Danny, may designate in writing one or more persons, or a corporate trustee, to act as my successor or additional trustee, which successor or corporate trustee may serve only if and when all named trustees are unable or unwilling to act as a trustee.

C. *Unfilled Vacancy.* If at any time no trustee is acting and no named or successor trustee assumes office as trustee, then a majority of my parents and my siblings who are not then incapacitated may designate in writing another person or a corporate trustee to act as successor trustee, which successor or corporate trustee may serve only if and when all named trustees are unable or unwilling to act as a trustee.

D. *Revocation of Designation.* Any designation referred to in this Article may be revoked by the person or persons making the designation prior to the designee's acceptance of the appointment by a duly acknowledged instrument delivered to the designee and filed with the estate or trust records.

E. *Trust as United States Person.* Subject to the Section titled "Governing Law" in the Article titled "Interpretive Rules", a person or corporate trustee shall not serve as trustee of a trust if such service would cause the trust to fail to be a "United States person," as defined in Section 7701(a)(30) of the Code.

F. *Requirements for Corporate Trustees.* No corporate trustee with less than One Hundred Million Dollars (\$100,000,000) under management may serve as trustee of any trust hereunder (and for such purposes all branches and wholly-owned subsidiaries of a corporate trustee and of any holding company of which such corporate trustee is a wholly-owned subsidiary may be attributed to it).

ARTICLE X

TAXES, CLAIMS AND ADMINISTRATION EXPENSES

A. *If Executor Serving.* If an executor of my Will is serving or is required to serve following my death, then pursuant to the provisions of my Will, I have directed the payment of "my death taxes" (as hereinafter defined), properly allowable claims made against my estate and the expenses of administering my



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estate. I hereby confirm such direction and direct the trustee to take all action necessary, desirable or requested by my executor in order to carry out such provisions. If directed by my executor, the trustee shall waive or exercise any rights of recovery or reimbursement. The trustee may rely on my executor's written certification of such amounts, without any duty to verify such amounts or confirm their application. Any of my death taxes paid by the trustee shall be paid from the trust property as an expense of administration, and without apportionment; provided, however, that in no event shall any property that is not included in my gross estate bear any of my death taxes.

B. *If No Executor Serving.* If no executor of my Will is serving and no executor is required to serve following my death:

1. *Administration Expenses.* The trustee shall pay the expenses of my last illness, my funeral and burial, the expenses of the administration of my probate and non-probate estate in any jurisdiction (including, during the administration of my estate, all costs of storing and insuring the tangible personal property disposed of under my Will or this Agreement, and all costs of transporting such property to the beneficiaries), and any allowances by court order for my dependents (collectively referred to herein as "my estate administration expenses").

2. *Claims.* The trustee shall pay all properly allowable claims made against my estate.

3. *General Rule for Payment of My Death Taxes.* Subject to the subsequent provisions of this Section, the trustee shall pay my death taxes from the trust property as an expense of administration, without apportionment; provided, however, that in no event shall any property that is not included in my gross estate bear any of my death taxes.

4. *Definition of My Death Taxes.* As used herein, "my death taxes" shall mean all estate, inheritance, and other transfer taxes payable by reason of my death under the law of any jurisdiction (including any jurisdiction outside of the U.S.) together with all interest and penalties thereon, including all generation-

skipping taxes on any "direct skips" (as hereinafter defined) payable by reason of my death that are attributable to any general legacy or specific bequest hereunder (except for any such legacy or specific bequest that passes to a "skip person" (as hereinafter defined) solely by reason of a disclaimer) but excluding all other generation-skipping taxes payable by reason of my death.

ARTICLE XI

DISTRIBUTION STANDARDS

A. Meanings of Distribution Standards. As used in this Agreement:

1. "*Health*" shall be construed liberally to include all forms of mental and physical health care and dental care, including (without limitation) at home, nursing home and other extended care.

2. "*Support*" means support in reasonable comfort considering the beneficiary's accustomed manner of living.

3. "*Education*" shall be construed liberally to include all expenses of public or private education at the elementary and secondary school level, college, graduate and professional schools, and specialized and vocational training. Such expenses shall include, but are not limited to, tuition, fees, books, supplies, computers and other equipment, room and board, travel between school and the beneficiary's permanent residence, and expenses of extracurricular activities sponsored by the school.

4. "*As the trustee determines in his discretion*" shall, except as may be expressly provided, be construed liberally so as to confer upon the trustee the greatest amount of power to determine if, when, and for what purposes payments will be made, and the amount of such payments, and (except with respect to payments authorized to or for a beneficiary's health, support, education or other "ascertainable standards" within the meaning of Sections 2041 and 2514 of the Code) the trustee's determination to make or refrain from making payments shall be conclusive on all persons interested in the trust.

B. *Ascertainable Standards*. Notwithstanding any other provision of this Agreement, whenever payments are authorized to be made to or for a beneficiary's health, support or education, I intend that such payments are to be limited by "ascertainable standards" within the meaning of Sections 2041 and 2514 of the Code.

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C. *Payments to One or More Beneficiaries.* If the trustee of a trust is authorized to make payments to one or more persons in a specified group, the trustee may make equal or unequal payments to such persons, without any duty to make equalizing payments, and the trustee's determination with respect to such payments shall be conclusive on all persons interested in the trust.

ARTICLE XII

GENERAL PROVISIONS


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A. *Rule Against Perpetuities.* Notwithstanding any provision of this instrument to the contrary, all trusts created hereunder shall terminate, if they have not already terminated, twenty-one years after the death of the survivor of the beneficiaries of the trusts living at the date of my death.

B. *Spendthrift Provision.* Except as otherwise expressly provided in this Agreement, a beneficiary of a trust hereunder does not have any power to transfer, mortgage, pledge, hypothecate or assign any part of his or her interest in the income or principal of any such trust, and the trustee shall not recognize any purported transfer, mortgage, pledge, hypothecation, order, assignment or any other act that would effect an anticipation of any part of a beneficiary's interest in the income or principal of any such trust. The net income and principal of any such trust shall not be subject in any manner to transfer by operation of law except as expressly provided herein, and shall be exempt from the claims of creditors or other claimants, and any orders, decrees, levies, attachments, garnishments and executions, and other legal and equitable processes or proceedings to the fullest extent permissible by law. The provisions of this Section shall not prevent the trustee from making any such payment by depositing the payment in any bank or banking institution to the credit of such beneficiary or from making such payment in any other manner expressly provided for in this Agreement. No power of appointment or power of withdrawal shall be subject to involuntary exercise, but this provision shall not prevent or limit the voluntary exercise of, or transfer pursuant to the exercise of, any power of appointment or power of withdrawal granted hereunder.

C. *Additions.* Except as may be expressly provided herein to the contrary in this Agreement, with the consent of the trustee, any person may add property of any kind to any trust hereunder.

D. *Addition of Income to Principal.* Any part of the net income of any trust hereunder that is not paid to the beneficiaries thereof shall be accumulated and, at least annually, added to the trust principal.

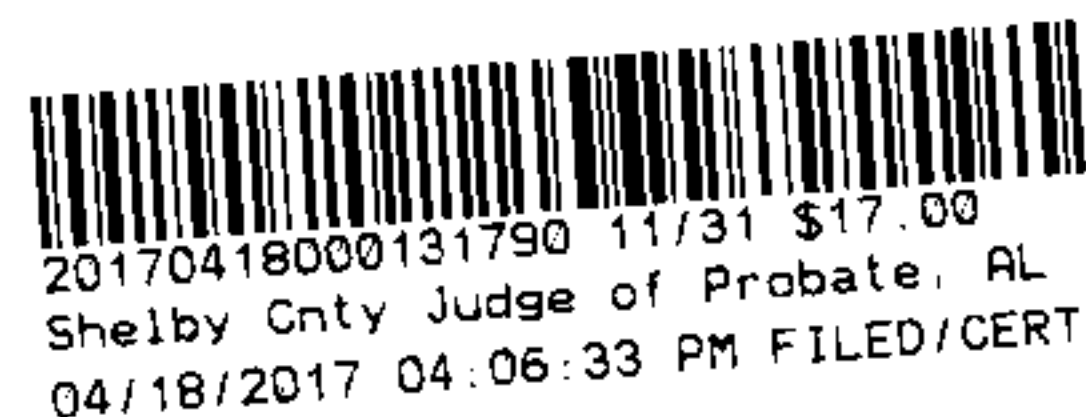
E. *Additional Instruments.* A copy of any instrument created pursuant to this Agreement shall be filed with the trust records.

F. *No Liability for Directions by Me.* Unless I am incapacitated, the trustee shall not be liable for acting in accordance with any ostensibly valid direction by me, irrespective of whether I am or may be under the influence of any person.

G. *Adjustments.* No income or principal adjustments or adjustments in the amount of any legacies hereunder shall be made to compensate for the effects of any decisions by my executor or the trustee to make or not make any elections.

ARTICLE XIII

POWERS, RIGHTS AND DUTIES OF TRUSTEES AND OTHER FIDUCIARIES



A. *General Trustee Powers.* In addition to the powers now or hereafter conferred by applicable law, the trustee of each trust hereunder may:

1. make payments or distributions (including the satisfaction of any pecuniary legacy) of income or principal in kind or in money, or partly in each, in shares of differing composition, without regard to the income tax basis of specific property allocated to any beneficiary (including any trust);

2. hold, manage, insure, coinsure, reinsure, improve, repair and control all trust property, real or personal;

3. sell for cash or credit, or on installments, at public or private sale, grant options to purchase, and convey or exchange any and all of the trust property, or any life estate, term of years, remainder or reversion therein, for such price, including property of equivalent value (whether of like kind or similar use, and including life estates, terms of years, remainders or reversions), and upon such terms, as the trustee determines;

4. lease or license the use of any tangible or intangible personal property at any time forming a part of the trust property upon such terms as the trustee determines;

5. borrow money from any source (including from himself or any other fiduciary hereunder), extend or renew any existing indebtedness; mortgage or pledge any trust property; and guarantee payment of any loan from a third person to a beneficiary or to any entity in which a beneficiary or the trust has an interest (regardless of the form of participation or ownership) and pledge or hypothecate all or any part of the trust property as collateral for such guarantee;

6. release, assign, settle, compromise, contest, participate in mediation, agree to arbitrate and be bound thereby, extend the time for payment of, or abandon, claims or demands in favor of or against the trust property or any part thereof;

7. sell, convey, exchange, release, mortgage, encumber, lease, partition, improve, manage, protect and subdivide any real estate interests or parts thereof; dedicate roads or other portions of the property for public use, adjust boundary lines, vacate any subdivisions or parts thereto, grant options to purchase; lease such property, or any part thereof from time to time in possession or reversion, by leases to commence currently or in the future, and upon any terms and for any period or periods of time including a period beyond the term of the trust (including, if permissible under applicable law, beyond the term of the rule against perpetuities); renew or extend leases, amend, change or modify the terms and provisions of any lease, and consent to the assignment of leases, contract to make leases and grant options to lease and options to renew leases and options to purchase the whole or any part of any reversion; grant easements or charges of any kind; release, convey or assign any right, title or interest in or about an easement appurtenant to such property or any part thereof; construct and reconstruct, remodel, alter, repair, add to or take from buildings on such premises; purchase or hold real estate, improved or unimproved, or any reversion in real estate subject to lease; direct the trustee of any land trust of which the trust is a beneficiary to convey title to the real estate subject to such land trust, execute and deliver deeds, mortgages, notes, and any and all documents pertaining to the property subject to such land trust and in all matters regarding such trust and/or execute assignments of all or any part of the beneficial interest in such land trust;

8. abandon any trust property that the trustee deems to be worthless or not of sufficient value to warrant keeping or protecting; abstain from the payment of taxes, water, rents, assessments, repairs, maintenance and upkeep of any such property; permit any such property to be lost by tax sale or other proceedings, or convey any such property for nominal or no consideration; permit the expiration of any renewal, sale, exchange or purchase option with respect to any property or lease thereof;

9. invest in, purchase, retain or sell any type of property (regardless of whether a security is listed on any stock exchange or other public market, registered with any securities commissions or similar bodies or subject to contractual, legal or other restrictions, including "investment letter" restrictions), including (without limitation) common stock, bonds, notes, debentures, mortgages, preferred stocks, puts or calls, voting trust certificates, options, derivative instruments, beneficial interests in land trusts, interests in common trust funds, mutual funds (including mutual funds managed or advised by a fiduciary hereunder), "open-end" or "closed-end" investment funds or trusts, real estate investment trusts, savings and loan or building and loan associations, motion picture, radio, television or cable access television production programming and licenses, livestock or other animals, commodities, commodity pools, commodity options, commodity partnerships, swaps, caps and collars and any and all derivations thereof, managed futures, managed stock accounts, foreign exchange, insurance or endowment policies, annuities, variable annuities or other property or undivided interests in property, real or personal, foreign or domestic;

10. purchase securities on margin and engage in short sales, sales against the box and other investment strategies, whether covered or uncovered:

11. purchase or otherwise acquire, for cash, credit or installments, form, create, organize, invest in, reinvest in, retain or continue for an indefinite term, any "Business Entity" (as hereinafter defined) located within or without the United States, regardless of the form of participation or ownership and even though it may be closely or privately held or may constitute all or a large portion of the trust property of a trust; have and exercise all the powers necessary and incidental to ownership in such Business Entity, including authorizing or voting to authorize the making of charitable contributions by such Business Entity; participate in the conduct of such Business Entity or rely upon others to do so, and take or delegate to others discretionary power to take any action with respect to its management and affairs that a person could take as owner of such Business Entity, including the voting of stock, and the determination of all questions of policy; take possession of the assets of such Business Entity and exercise complete control and management of such Business Entity, and in connection therewith, enter into and perform contracts, commitments, orders, and engagements; incur expenses and debts in connection with the conduct and operation of such Business Entity, and pay and discharge such expenses and debts; join in and execute operating agreements, partnership agreements and amendments thereto; participate in any incorporation, reorganization, merger, consolidation, recapitalization, liquidation or dissolution of such Business Entity or any change in its nature and retain and continue such changed or successor Business Entity; invest additional capital in, subscribe to or buy additional stock or securities of or make or guarantee new or increased secured, unsecured or subordinated loans to any Business Entity with trust funds; rely upon the reports of certified public accountants, appraisers, consultants and other professional advisors, without independent investigation and without obligation to file any report with any court in any jurisdiction; elect, employ and compensate directors, officers, employees or agents of any Business Entity, who may include the trustee or a director, officer or agent of the trustee; show in summary form in the trustee's accountings, if any, only the financial position of a Business Entity and not include in detail all the business transactions; deal with and act for such Business Entity in any capacity, including any banking or trust capacity and the loaning of money out of a trustee's own funds, and be compensated therefor; sell, pledge or liquidate any interest in such Business Entity; provided, however, that notwithstanding the provisions of this subsection, the trustee shall not purchase or otherwise acquire, form, create, organize, invest or reinvest in any Business Entity by which the trustee is employed or in which the trustee (or his family) directly or indirectly owns an interest, unless (i) the trustee is a descendant of my grandparents or a spouse of such a descendant; (ii) the beneficiary, a descendant of the beneficiary's grandparents, a descendant of my grandparents or a spouse of any of such persons is employed by or owns (directly or indirectly) an interest in such Business Entity; or (iii) the beneficiary consents to such action in a duly acknowledged instrument filed with the trust records; provided, further, that the

trustee may continue to hold interests in any Business Entity held by the trust at the time the trustee began serving as such;

12. invest and reinvest the trust property wholly or partially in any interests in oil, gas or other mineral resources received from any source, such investments to be made either directly or through entities intended to protect the trust property; retain any interests in oil, gas or other mineral resources; execute as to those interests any agreements, assignments, contracts, deeds, grants, leases for any term (even though the term may extend beyond the termination of such trust) and any other instruments or documents; manage, control, operate, explore, mine, develop or take any action for the production, recovery, sale, treatment, storage or transportation of any interest in oil, gas or other mineral resources; drill, rework or recompleat wells of any type; conduct or participate in secondary recovery operations; enter into agreements for pooling or unitization; install, operate or participate in the operation of any plant, mine or other facilities; and interests in oil, gas and other mineral resources may be retained and acquired without liability for any loss and without application to any court;

13. acquire or retain any farm, ranch or forest property; engage in farm, ranch and forestry operations and the production, harvesting and marketing of farm, ranch and forest products, including livestock breeding and feeding and poultry and dairy farming, either by operating directly with hired labor, by retaining farm managers or management agencies, by renting on shares or for cash, by entering into logging contracts or selling standing timber, or in any other manner; enter into farm programs; purchase or rent farm, ranch and forest machinery and equipment, livestock, poultry, seed and feed; improve farm, ranch and forest property and repair, improve and construct farm buildings, fences and drainage facilities; and in general to do all things customary or desirable in farm, ranch and forest operations;

14. determine whether and to what extent receipts and expenditures should be allocated to or charged against income or principal, and, in so doing, the trustee may allocate my estate administration expenses disproportionately among the trusts hereunder; and except as may be otherwise provided herein, the trustee is not required to adhere to the provisions of the applicable Principal and Income Act (but in no event shall any such allocation fundamentally depart from state law); provided however, that any proceeds received by the trustee from any Qualified Retirement Plan shall constitute principal, except to the extent of income earned on such proceeds after the plan participant's death which shall constitute income; establish out of income and credit to principal reasonable reserves for the depreciation or depletion of tangible personal properties; amortize premiums paid on the purchase of securities or other property; provided, however, that any capital gain dividends from investments in mutual funds, common trust funds or real estate investment trusts shall be deemed to constitute principal;

15. employ and pay reasonable compensation to such agents, brokers, advisors, trustees, custodians, depositaries, title holders, escrowees, accountants, attorneys, investment counsel, appraisers, insurers and others (who may be the trustee himself in such other capacity or any firm or corporation with which the trustee is associated), and execute any general or limited direction or power of attorney for any such employment or agency relationship; and such expenses shall not be charged against the compensation of the trustee;

16. vote, or refrain from voting, any corporate stock, equity or any other ownership interest in any corporation or other entity, either in person or by general or limited proxy, for any purpose, including (without limitation), the election of any trustee or beneficiary as a director of any such entity; exercise or sell any conversion privilege, warrant, option or subscription right with respect to any security; consent to take any action in connection with, and receive and retain any securities resulting from, any reorganization, consolidation, merger, readjustment of the financial structure, sale, lease or other disposition of the assets of any corporation or other entity, the securities of which may at any time form a part of the trust property; deposit any securities with or under the direction of a committee formed to protect such securities and consent to or participate in any action taken or recommended by such committee; pay all assessments, subscriptions and other sums of money that may seem expedient for the protection of the interest of the trust as the holder of such stocks, bonds or other securities; enter into an agreement making the trust liable for a pro rata share of the liabilities of any corporation that is being dissolved and in which stock is held, when, in the opinion of the trustee, such action is necessary or otherwise advisable to the plan of liquidation and dissolution of any such corporation; join in and vote for participation in or modification or cancellation of any restrictive purchase or retirement agreement relating to any partnership interest, corporate stock or any other interest in any type of entity held as a part of the trust property; join in the formation, amendment, extension or cancellation of any voting trust, voting agreement or any type of shareholder agreement;

17. cause any securities or other trust property to be issued, held or registered in any trustee's individual name, or in the name of a nominee, with or without disclosure of any fiduciary capacity, or in a form such that title will pass by delivery;

18. deal in every way and without limitation or restriction with the executor, trustee, or other representatives of any trust or estate in which the beneficiary has any existing or future interest (even though the trustee may be acting in such other capacity), and such transactions may include, without limitation, the purchase or sale at fair market value, or the loan (for any period, but only upon adequate security and interest) of any part of the trust property from or to such other estate or trust;

19. open margin accounts, discretionary accounts or any other type of account with brokerage firms, banks or others, and invest the trust property in, and conduct, maintain and operate, these accounts for the purchase, sale and exchange of stocks, bonds and other securities, and in connection therewith, borrow money, obtain guarantees, and engage in all other activities necessary or incidental to conducting, maintaining and operating these accounts;

20. transfer the situs of the administration of any trust hereunder and/or the location of any trust property to another jurisdiction within or without the United States as often as the trustee deems it advantageous; and the trustee may take whatever action is necessary or desirable (including, without limitation, the commencement of an appropriate judicial proceeding) in order to effectuate such a transfer of trust situs administration or of the location of trust property; and if necessary for the transfer of the situs of the administration of a trust, the trustee may designate a person or corporate trustee to assume office as a co-trustee of that trust, and thereafter may act as adviser to such substitute trustee and may receive reasonable compensation for so acting;

21. open and maintain one or more savings accounts or checking accounts and rent safe-deposit boxes or vaults, wherever located, within or without the United States, even if the bank or trust company at which the safe-deposit box or vault is located is acting as trustee of such trust; deposit to the credit of such account or accounts all or any part of the trust property, irrespective of whether such property may earn interest; add to or remove some or all of the items placed in any safe-deposit box or vault; withdraw a portion or all of such funds so deposited by check or other instrument signed by the trustee, or by such other person or persons as the trustee may authorize, and any such bank, company or association may allow such person or persons access to such safe-deposit box or vault and to pay such check or other instrument and also to receive the same for deposit to the credit of any holder thereof when so signed and properly endorsed, without inquiry of any kind; and access when so allowed, and payments when so made by such bank, company or association, shall not be subject to objection by any person concerned or interested in any way in the trust;

22. register or qualify any securities under the Securities Act of 1933, or any similar or applicable federal law, and register or qualify any such securities under any state securities law; enter into such agreements with underwriters and the corporation that issued any such securities as the trustee deems proper; make such representations and warranties, assume such obligations, and engage in such undertakings of indemnity and make such other arrangements concerning undertakings of indemnity, including the purchase of any insurance policies, as the trustee deems proper; create escrows, enter into custody agreements, and execute powers of attorney and any other instruments delegating authority and discretion to others; and do any and all other acts and things that the trustee deems necessary or advisable for the purpose of the sale, exchange, transfer, or other disposition of any securities;

23. retain, sell (in a public or private sale), hypothecate or otherwise dispose of any paintings, drawings, prints, pictures, photographs, statues, porcelain, silver, books, furniture and furnishings, and other art objects, antiques or collectibles received by the trustee; pay any storage charges, insurance premiums and costs of maintenance and preservation in connection therewith; and lend any such art objects, antiques or collectibles to any beneficiary or any organization, or exhibit them for or without rent or other consideration, on such terms as the trustee deems advisable;

24. lend the principal or income of the trust property to the beneficiary thereof, with or without interest or security; and make loans to such other persons, Business Entities, trusts or estates, upon such terms, with such rates of interest and with such security as the trustee deems adequate to protect the trust;

25. allocate different kinds or disproportionate shares of trust property or undivided interests in trust property among beneficiaries of separate trusts and determine the value thereof; except as otherwise provided herein, make joint investments with other trusts and hold such joint investments as a common fund for purposes of administration, dividing the net income therefrom in the same proportions as the respective interests of such trusts;

26. to the extent permitted by applicable law, at any time and from time to time, and subject to revocation at any time, delegate any of his authorities, discretions and powers to any persons and/or entities, such delegation and all revocations thereof to be evidenced by a duly acknowledged instrument delivered to the persons or entities to whom the delegation is made and filed with the trust records;

27. purchase, maintain and exercise all the rights, options, benefits and other incidents of ownership with respect to a policy of insurance of any kind upon the life of any person, and pay premiums for the purchase or maintenance of any such policy out of trust property; take such action, including the commencement of legal proceedings, to collect those proceeds of any such policy; provided, however, that no insurance company that has issued such a policy shall have any obligation to inquire into the terms of this Agreement or to see to the application of the proceeds and the benefits of such a policy; and, provided, further, that a receipt duly executed by the trustee and delivered to any such insurance company shall be effective to release the insurance company from any liability in connection with such policy; provided, further, that the trustee shall have no duty to maximize the earnings of the trust property by borrowing the cash value of any life insurance policy;

28. divide the trust property equally or unequally into two or more separate shares or trusts for any purpose, each of which shall be administered and disposed of as a separate trust having terms identical to those of the trust from which it is created, and allocate different kinds or proportionate or

disproportionate shares of property or undivided interests in property between the shares or trusts;

29. retain, or invest all or any portion of the trust property in, one or more residences (and related furniture, furnishings and other articles of household use and ornament) and permit any person having any interest in such trust, and the guardian of such beneficiary or any adult designated by such guardian, and the family of such beneficiary, guardian or adult, to use and occupy such residences and furnishings forming part of such trust, upon such terms as the trustee deems advisable, whether rent-free or in consideration of the payment of taxes, insurance, maintenance and ordinary repairs, or otherwise; provided, however, that notwithstanding the provisions of this subsection, the trustee, in his discretion, may sell or otherwise dispose of any such residence and furnishings, and reinvest the proceeds in other residences and furnishings;

30. invest trust property in, and sell or otherwise dispose of, remainder interests, income interests, life estates, annuity interests and other terminable, term or future interests or similar types of limited interests in property; and make joint purchases and sales of any property or interests therein with any entity or person. In connection with transactions described in this subsection, the trustee may, but need not, rely upon appraisals or representations of value as the trustee in its discretion may deem appropriate, including, without limitation, appraisals rendered by professional appraisers, actuaries, accountants or opinions of counsel;

31. make or refrain from making any tax election;

32. add to or otherwise change the name of any trust for purposes of identification;

33. prior to or simultaneously with the completion of the funding of a trust (a "New Trust") to be created upon the termination of another trust hereunder, make distributions of income or principal from the terminating trust directly to or for the benefit of any beneficiary of the New Trust, as if the trustee were the trustee of such New Trust; and

34. make any payment, receive any money, take any action and make, execute, deliver and receive any contract, deed, instrument or document, that the trustee may deem necessary or advisable to exercise any of the trustee's powers or to carry out any provisions contained herein; and in addition to the powers enumerated hereinabove, do all other acts that in the judgment of the trustee are necessary or desirable for the proper administration of the trust.

B. *Absolute Discretion of Trustee.* The trustee shall have absolute discretion regarding the exercise of his powers, and such exercise shall be final and conclusive upon all persons interested in the trust.



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C. Payments and Distributions to Certain Beneficiaries.

1. *Facility of Payments.* The trustee may apply payments and distributions of trust property for the use of a beneficiary in any manner, without the intervention of a guardian or similar fiduciary, including (without limitation) directly to the beneficiary and by applying such amounts directly for the benefit of the beneficiary, and including, as to minor beneficiaries, payments to a custodian under an applicable Uniform Transfers to Minors Act or similar law in any jurisdiction, and payments to any guardian of the person of a minor beneficiary to help defray the costs of housing and other expenses incurred by such guardian for the direct or indirect benefit of the minor beneficiary.

2. *Retention for Persons Under Age Twenty-One.* The trustee may deal with property that vests in a person who has not attained age twenty-one (21) as follows:

a. retain all or part of the property and manage the retained property for the person's benefit until the person attains age twenty-one (21), and during such time apply the property as the trustee sees fit from time to time for the person's welfare, adding to principal any income not so applied and distributing the property to the estate of the person if the person dies before receiving the property in full; or

b. turn over all or part of the property, either initially or at any time after having chosen to manage the property for the person's benefit, to a custodian under an applicable Uniform Transfers to Minors Act or similar law in any jurisdiction, to either parent of the person or to a person with whom the person resides on behalf of the person, or to the person directly, without judicial authorization, without bond and without the intervention of any parent or guardian of the person's property, and the trustee shall not be responsible for the disposition of the property after it is so transferred.

All powers conferred on the trustee shall be exercisable in respect of property retained and managed for the benefit of a person under this Section, and the trustee shall be entitled to the same compensation for retaining and managing the property to which he would be entitled if he held the property as trustee.

D. *Accountings.* The trustee shall render an account once each twelve months to each adult, competent beneficiary and to the legal or natural guardian of any beneficiary under a disability who is then receiving or entitled to receive income hereunder. The account shall show the receipts, disbursements and distributions of principal and income since the last accounting and the assets on hand. If no objection shall be made to any account so rendered within ninety (90) days after a copy thereof has been deposited in the mail addressed to any person entitled thereto, as above provided, such person shall be conclusively presumed to have approved all actions reflected in the account so rendered. A beneficiary may



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not call upon a trustee to account more frequently than annually. A beneficiary may grant a trustee a full and complete release from any and all liability to the beneficiary attributable to any act by or omission of the trustee and may approve any accounting of the trust. Any such release or approval by all of the adult current beneficiaries of a trust shall be binding and conclusive upon all current beneficiaries and remaindermen (including minor and then unborn beneficiaries and remaindermen) who may then have or thereafter acquire an interest in such trust. All expenses of the preparation and of the judicial or non-judicial settlement of a trustee's account shall be borne by the trust. All expenses of the preparation and of the judicial or non-judicial settlement of a trustee's account shall be borne by the trust.

E. *Fiduciary Compensation and Expenses.* None of my named trustees or family members shall receive compensation for services performed as Trustee. Any other individual Trustee may receive that compensation for such Trustee's services which is provided by law at the time the services under this trust instrument are performed. A corporate Trustee may receive compensation for its services in accordance with its regularly adopted schedule of compensation in effect at the time the services under this trust instrument are performed. In addition to his compensation, a fiduciary shall be entitled to reimbursement for reasonable expenses incurred in connection with his services as a fiduciary.

F. *Third Parties.* No person dealing with the trustee shall be obliged to inquire as to the powers of the trustee, or to see to the application of money or property delivered to the trustee, and the certificate of the trustee that the trustee is acting in compliance with this Agreement shall fully protect all persons dealing with the trustee.

G. *Exculpation from Bond.* The trustee shall not be required to furnish a bond for the proper performance of the duties of the trustee as trustee of any trust, but if any such bond is nevertheless required by any law, statute or rule of court, no surety shall be required thereon, and I request that such bond be accepted in the lowest amount possible.

H. *No Court Approval.* The trustee shall not be required to obtain authority from or approval of any court in the exercise of any power conferred upon the trustee.

I. *Powers, Duties, Limitations, Immunities and Liabilities of Successor Trustees.* Wherever reference is made herein to the trustee, such reference shall include any and all successor trustees at any time acting as the trustee of a trust, and, each successor trustee shall be vested with all powers, duties, limitations and immunities as if originally named as trustee. Successor trustees shall not be liable or responsible in any way for the acts or defaults of any predecessor trustee, nor for any loss or expense occasioned by any act by or omission of a predecessor trustee, and shall be liable only for his own acts and omissions with respect to

trust property, and a successor trustee may accept the account rendered and the assets and property delivered to him by the predecessor trustee, and shall incur no liability to any person beneficially interested in any trust by reason of so doing.

J. *Broad Investment Authority.* In exercising the investment powers conferred above, the trustee may (but is not directed to) acquire or continue to hold any property received by the trustee, even though not of a kind usually considered suitable for trustees to acquire or hold, or even though an investment may constitute a larger proportion of the trust than, but for this provision, would be appropriate, and irrespective of any risk, nonproductiveness, or lack of diversification. I intend to grant the trustee the broadest possible discretion in determining what constitutes an appropriate investment, acceptable level of risk and proper investment strategy, consistent with his fiduciary duties.

K. *Merger of Corporate Fiduciary.* If any corporate fiduciary is merged into or consolidated with or sells or transfers all or substantially all of its assets and business to another corporate fiduciary, or is in any manner reorganized or reincorporated, the surviving corporate fiduciary shall thereupon become the corporate fiduciary without any further act on the part of such corporate fiduciary.

L. *Resignation of Fiduciary.* Any person or entity acting in any fiduciary capacity hereunder with respect to any trust may resign at any time for any reason by duly acknowledged instrument delivered to each current beneficiary of the trust and to each trustee of the trust, if any, and judicial approval shall not be required.

M. *Incapacitated Fiduciary.* If any person acting in any fiduciary capacity hereunder is or becomes incapacitated, then said person shall be deemed to have resigned in every capacity in which said person is acting as a fiduciary hereunder.

N. *Multiple Fiduciaries.* If more than one person or entity is acting in the same fiduciary capacity with respect to a trust:

1. *Majority Vote to Govern.* A decision made by a majority of the co-fiduciaries who are qualified to vote on such decision shall control, without liability to any co-fiduciary who dissents in writing. For purposes of this paragraph, if only two (2) co-fiduciaries are qualified to vote on a decision, such decision shall control only if both fiduciaries vote in favor of the decision.

2. *Single Signatory.* Unless a co-fiduciary elects otherwise in writing, any one co-fiduciary may sign any checks, agreements or other documents on behalf of the trust and such signature shall bind the trust in the same manner as though said check, agreement or other document had been signed by all of the co-fiduciaries acting in the same capacity, and no person dealing with

the signing fiduciary shall be obliged to inquire as to the other co-fiduciary's acquiescence to such action.

O. *Small Trust Termination.* If at any time the trustee (other than a trustee who is a beneficiary of such trust) determines that a trust is no longer economical to administer, the trustee, without further responsibility, may distribute the remaining trust property to the person for whose current benefit the trust then subsists or, if the trust has more than one current beneficiary, the trustee shall distribute the trust property equally among the current beneficiaries of the trust.

P. *Releases of Fiduciary Powers.* A fiduciary of any trust may release or renounce, revocably or irrevocably, any or all powers granted hereunder at any time by a duly acknowledged instrument filed with the trust records, and, if so specified, that release or renunciation shall bind all successors acting in that fiduciary capacity.

Q. *Trustee Rights and Powers With Respect to Environmental Matters.* The trustee shall possess the broadest possible rights and powers regarding trust property that presents or may present environmental concerns. To that end, the trustee may (1) maintain any real property in compliance with any environmental, health, or safety laws or regulations; (2) conduct environmental assessments, audits, inspections, and site monitoring; (3) take all appropriate remedial action to contain, clean up or remove any environmental condition including a spill, release, discharge or contamination; (4) institute legal proceedings concerning environmental conditions or contest or settle legal proceedings brought by any government agency concerned with environmental compliance, or by a private litigant; (5) employ and pay reasonable compensation to agents, consultants and legal counsel to assist or perform the powers granted in this Section; and (6) withhold a distribution or payment to a beneficiary until receiving from said beneficiary an agreement in which the beneficiary agrees to indemnify the trustee against any claims filed against the trustee asserting liability under any environmental law including liability as an "owner," "operator" or otherwise under the Comprehensive Environmental Response, Compensation Liability Act of 1980, as from time to time amended, or any regulation thereunder; provided, however, that the trustee may not take any action under this Section that would in any way jeopardize any marital deduction for property passing at my death. The trustee shall not be liable to any beneficiary, or to any other party interested in the trust, for any loss or depreciation in value of the trust property as a result of the trustee retaining any property on which there is discovered to be hazardous materials or substances requiring remedial action pursuant to any environmental law, unless the trustee contributed to that loss or depreciation through willful default or misconduct or gross negligence.

R. *Taxation of Trust.* The trustee shall not take any action that would cause the trust to be taxable as a corporation or an association.

S. *Trustee Liability.* A non-corporate trustee shall not be liable for any loss occasioned by acts in good faith in the administration of such trust (including acts in reliance upon an opinion of counsel) and in any event a non-corporate trustee shall be liable only for willful wrongdoing, or gross negligence, but not for honest errors of judgment.

ARTICLE XIV

RESTRICTIONS ON POWERS OF FIDUCIARIES

A. *Restrictions on Trustees.* Notwithstanding any other provision of this Agreement to the contrary, no non-corporate trustee shall participate in the exercise of any discretionary power relating to:

1. A distribution of trust property that would discharge or satisfy any of his legal obligations.
2. A distribution of trust property that would constitute a taxable gift by him personally if he were to so participate.

B. *Restrictions on All Fiduciaries.* Notwithstanding any other provision of this Agreement to the contrary, no person or entity acting in any fiduciary capacity hereunder shall participate in the exercise of a power conferred hereunder:

1. that the fiduciary would either be entirely prohibited from exercising, or prohibited from exercising in the manner desired, if he were serving as trustee in place of the acting trustee; provided, however, that this provision is not intended to prohibit fiduciaries from exercising powers expressly granted to them, but is only intended to restrict the manner in which they may exercise such powers,
2. to vote shares of stock in a company controlled by the fiduciary (in an individual capacity) (within the meaning of Section 2036(b)(2) of the Code) that were transferred to the trust by the fiduciary, except if such transfer was a bona fide sale for adequate and full consideration in money or money's worth,
3. that would constitute an "incident of ownership" (within the meaning of Section 2042 of the Code) with respect to insurance on the fiduciary's life, or
4. that would render any portion of the trust property includible in his gross estate, and any such purported exercise shall be void and of no effect.

ARTICLE XV

EFFECT OF DISCLAIMERS

Upon a person's Qualified or non-Qualified Disclaimer of any interest in a trust, such person shall be deemed to have died intestate on the date of such disclaimer for purposes of administration of such trust and any other trust to which the disclaimed property may pass.

ARTICLE XVI

VIRTUAL REPRESENTATION

Except as otherwise provided in this Agreement, the representative of an estate of any incapacitated person, if any, otherwise the guardian of such person, or if no guardian has been appointed, his parent or with whom he resides (other than the trustee), may act for the person to receive and approve any account of the trustee, execute any receipt and receive any notice, or otherwise act on behalf of such person, where receipt by, notice to or other action by the person is required or permitted hereunder or under any statute or other rule of law, and such actions shall be binding upon such person, his estate, heirs, successors and assigns, and shall be of the same force and effect as if delivered to or executed by a person who is not incapacitated.

ARTICLE XVII

SURVIVORSHIP RULES

A. *Survivorship of Beneficiaries at My Death.* Notwithstanding any provision of this Agreement, except as may be provided in the Article titled "Personal Property," any distribution to be made from the Revocable Trust upon my death to or for the benefit of any person shall be contingent on the intended recipient surviving me for at least 180 days. If such intended recipient does not survive me for at least 180 days, then the distribution to be made to or for the benefit of such intended recipient shall instead be distributed as if such intended recipient predeceased me.

B. *Survivorship of Beneficiaries at a Beneficiary's Death.* Notwithstanding any provision of this Agreement, any distribution to be made to or for the benefit of any person upon the death of a beneficiary of any trust hereunder (other than the Revocable Trust) from any portion of such trust that is included in such beneficiary's gross estate shall be contingent on the intended recipient's surviving such beneficiary for at least 180 days. If any such intended recipient does not survive such beneficiary for at least 180 days, then the distribution to be made to or for the benefit of such intended recipient shall instead be distributed as if such intended recipient predeceased such beneficiary.

ARTICLE XVIII

SEVERABLE AND UNENFORCEABLE PROVISIONS

If any provision of this Agreement or the application of any such provision to any person or circumstance is determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement or the application of such provision to persons or circumstances other than those for which it is determined to be invalid, illegal or unenforceable shall not be affected thereby and each other provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law. To the extent permitted by applicable law, the trustee and I waive all provisions of law that render any provision hereof invalid, illegal or unenforceable in any respect. The trustee may modify any provision determined to be invalid, illegal or unenforceable to the extent necessary to remedy such provision.

ARTICLE XIX

BY RIGHT OF REPRESENTATION

Any allocation to be made to the then living descendants of a person "by right of representation" shall be divided on a per *stirpital* basis among such descendants, with the *stirpes* beginning with the children of such person, whether or not any child of such person then is living. A person shall be deemed to be living at a designated point in time if such person then is *in utero* and is born alive.

ARTICLE XX

INTERPRETIVE RULES

A. *Governing Law.* This Agreement shall be construed and administered, and the validity of each trust hereunder shall be determined, in accordance with the laws of the State of Alabama, without giving effect to its conflicts of law principles.

B. *Pretermitted Heirs.* I intend that no child born to or adopted by me before or after the date of this Agreement shall be entitled to receive any greater portion of the trust property than that portion, if any, provided herein.

C. *Adoption.* A person adopted prior to his attaining the age of eighteen (18) years and the descendants of any such adopted person shall be treated as descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or parents for all purposes herein. A child shall not be considered a descendant of his natural or adoptive parent (or of the ancestors of such parent) after the date of a court order terminating the

parent's parental rights of the child, unless such parental rights were terminated primarily as a result of the actions of a party other than the parent.

D. *Pronouns.* As used herein, the pronouns "he," "she," "his," "hers," "him," "her", "it" and "its" shall include the masculine, feminine, neuter and plural thereof.

E. *Singular and Plural.* As used herein, the singular shall include the plural, and the plural shall include the singular, wherever the context and facts require such construction.

F. *Headings.* The headings, titles and subtitles herein are for convenience of reference only and are to be ignored in any construction of the provisions hereof.

G. *Advancements.* Unless stated to the contrary, no distribution from any trust hereunder shall be considered an advancement.

H. *Duly Acknowledged.* For purposes of this Agreement, an instrument shall be considered "duly acknowledged" if it is signed by its creator and, if required by applicable law for any purpose, acknowledged before a notary public as the creator's free act and deed.

I. *Counterparts.* This Agreement may be executed in two or more counterparts, each to be deemed an original for all purposes and all together to constitute one and the same Agreement.

J. *No Duty to Monitor.* The trustee shall have no duty to monitor the laws of other jurisdictions in order to determine whether the powers to change the situs or the jurisdiction whose law shall govern the construction, administration and validity of any trust hereunder should be exercised.

ARTICLE XXI

DEFINITIONS

A. *Beneficiary.* As used herein, the term "beneficiary" shall mean the beneficiary or beneficiaries to whom the trustee is currently authorized to pay income or principal.

B. *Business Entity.* As used herein, the term "Business Entity" shall include a corporation, partnership (general or limited), limited liability company, joint venture, sole proprietorship or other entity under the laws of any state or other jurisdiction.

C. *Code.* As used herein, the term “Code” shall mean the United States Internal Revenue Code of 1986, as amended, the regulations thereunder, or the corresponding provision of any subsequent federal tax law.

D. *Corporate and Non-Corporate Fiduciaries.*

1. As used herein, the term “corporate trustee” shall refer to any bank, trust company or other legal entity (other than a person) authorized or not prohibited from serving as a trustee (by law or otherwise), regardless of the legal form of such entity. The term “non-corporate trustee” shall refer to a trustee of a trust that is a natural person.

2. As used herein, the term “corporate fiduciary” shall refer to any corporate trustee, corporate Investment Advisor or corporate Trust Protector.

E. *Descendants.* As used herein, the “descendants” of a person shall mean a descendant in any degree of consanguinity, including any descendants born at any time after the person’s death.

F. *Executor.* As used herein, all references to a person’s “executor” shall include the executor, administrator or other representative of such person’s estate.

G. *Gross Estate.* As used herein, the term “gross estate” shall have the meaning ascribed to such term by Section 2031 of the Code.

H. *Incapacitated.* For purposes of this Agreement, except as may be expressly provided, a person shall be considered “incapacitated” if (1) such person is under a legal disability (under the laws of such person’s domicile), (2) such person has been certified in writing to be unable to manage his financial affairs by the principal physician attending to such person’s care, and the trustee may rely upon written notice of that determination, or (3) such person’s whereabouts are unknown and a current beneficiary or remainderman of the trust has not been able to locate him for at least ninety (90) days.

I. *IRD Property.* As used herein, “IRD Property” shall mean items of income in respect of a decedent under Section 691 of the Code.

J. *Marital Deduction.* As used herein, the term “marital deduction” shall refer to the federal estate tax marital deduction.

K. *Minor.* As used herein, a “minor” shall mean a person who, under the law of the jurisdiction in which the person is domiciled, has not attained the legal age of majority.

L. *Person.* As used herein, the term “person” shall only mean a natural person.

M. *Qualified and non-Qualified Disclaimer.* As used herein, the term "Qualified Disclaimer" shall have the meaning ascribed to such term by Section 2518 of the Code, and the term "non-Qualified Disclaimer" shall mean a disclaimer that is not a Qualified Disclaimer.

N. *Qualified Retirement Plan.* As used herein, "Qualified Retirement Plan" shall mean any qualified employer plan, qualified plan and individual retirement plan as defined in Sections 4972(d)(1), 4980(c)(1) and 7701(a)(37) of the Code, respectively.

O. *Spouse.* A spouse of any person shall mean the individual to whom such person is married, or was married at such person's death, and is or was not living apart from, except for medical reasons.

P. *Trust Property.* All references herein to "trust property" or "property of a trust" shall include the net income and principal of such trust, real and personal, which includes all the property received initially by the trustee with respect to any trust, all additions thereto received by the trustee from any other source, all investments and reinvestments of such property or such additions thereto, and all accrued or unpaid income of such trust.

IN WITNESS WHEREOF, I have hereunto set my hand on March 29, 2012.

Candice Lee Daniels Hammick
Candice Lee Daniels Hammick, Settlor

The undersigned hereby accepts the foregoing trusts and the property listed in the attached Schedule A as of the day and year last above written.

Candice Lee Daniels Hammick
Candice Lee Daniels Hammick, Trustee

STATE OF ALABAMA)
)ss
COUNTY OF JEFFERSON)

Subscribed, sworn to and acknowledged before me by Candice Lee Daniels Hammick, the settlor, on March 29, 2012.

Walter E. Daniels, Jr.
Notary Public

My commission expires: 8-19-2015

We hereby certify that the foregoing Agreement on the date thereof was signed by Candice Lee Daniels Hammick in our presence, who, at her request and in her presence and in the presence of each other, have subscribed our names below as witnesses thereto, believing Candice Lee Daniels Hammick at the time of so signing to be of sound mind and memory.

SIGNATURES OF WITNESSES:

Amy L. Musgrove
Signature

Deverah E. Green
Signature

ADDRESSES OF WITNESSES:

Amy L. Musgrove
Name (Print)
825 9th Avenue
Street Address
Pleasant Grove, AL 35127
City/State/Zip Code

Deverah E. Green
Name (Print)
102 Turtle Lake Dr.
Street Address
Birmingham, AL 35242
City/State/Zip Code

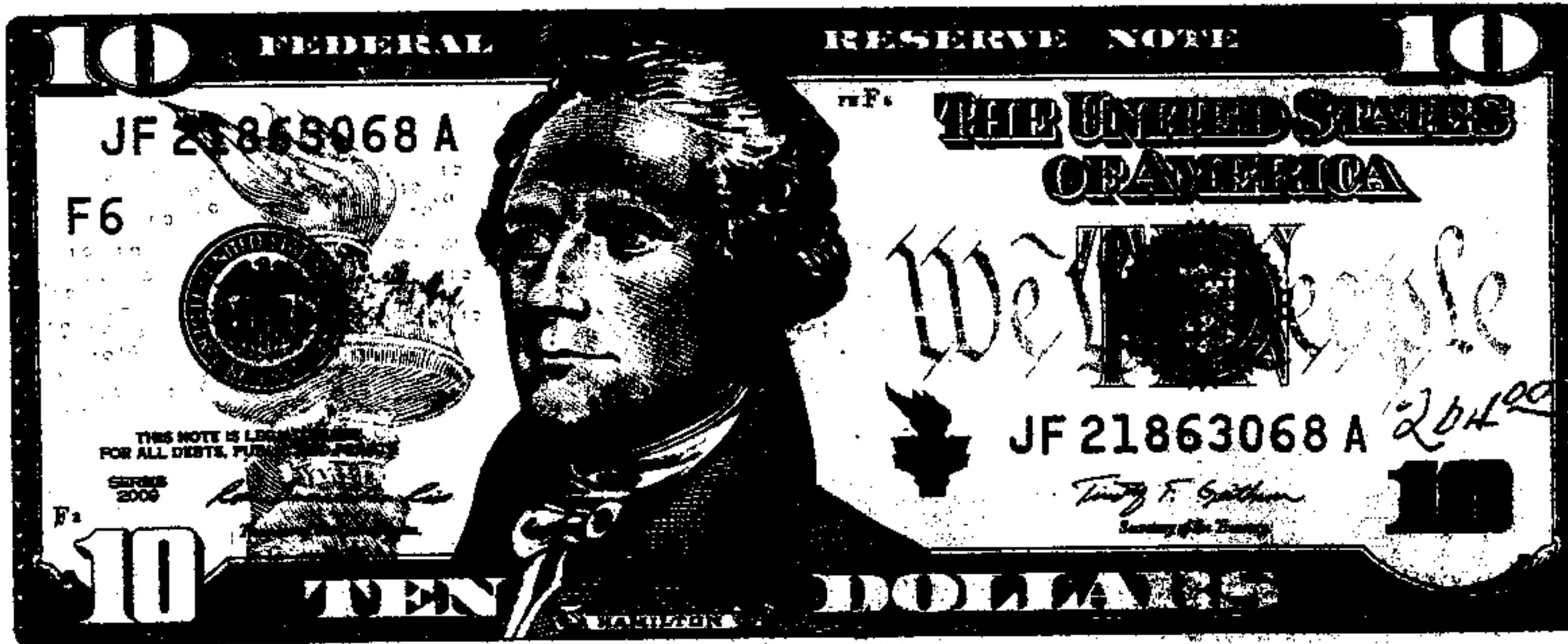

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CD
Initials

**Schedule A to the
Candice Lee Daniels Hammick Revocable Trust**

\$10.00 cash


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