

**CERTIFICATION OF TRUST
MARY MCNABB PHILLIPS MANAGEMENT TRUST,
DATED MAY 11, 2010, AS AMENDED**

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

The undersigned, **JOSEPH S. BLUESTEIN** ("Affiant" or "Trustee"), as Trustee of the **MARY MCNABB PHILLIPS MANAGEMENT TRUST, DATED MAY 11, 2010, AS AMENDED**, hereby certifies as follows:

1. On or about May 11, 2010, a trust (the "Trust") was validly established pursuant to that certain revocable trust agreement entitled the "Mary McNabb Phillips Management Trust" entered into by Mary McNabb Phillips, as Grantor thereunder (the "Trust Grantor"), and Mary McNabb Phillips and Joseph S. Bluestein, as Trustee thereunder, which revocable trust agreement was amended by that certain First Amendment to Mary McNabb Phillips Management Trust Originally Dated May 11, 2010, which Amendment was dated June 8, 2010 (said revocable trust agreement as so amended being hereinafter referred to as the "Trust Agreement"); and said Trust Agreement has not been revoked or terminated and is currently in existence; and there have been no amendments or modifications thereto which would terminate, revoke, or substitute or otherwise amend the trustee(s) serving under the Trust Agreement or otherwise limit the power of any such trustee over any Trust property.
2. The Trust Grantor, who is one and the same person as Mary Jo Phillips, died on or about February 15, 2016, as evidenced by the attached copy of her death certificate. The Trust Agreement was revocable only during the life of the Trust Grantor and, by virtue of her death, is now irrevocable.
3. The terms of the Trust Agreement provide that upon the Trust Grantor's death, incapacity, inability or unwillingness to serve as a trustee under the Trust Agreement, the Affiant would serve as sole Trustee under the Trust Agreement and of each trust created thereunder; and the Affiant is currently serving as such sole Trustee as of the date of this instrument.
4. The mailing address of the Affiant is P. O. Box 55727, Birmingham, Alabama 35255-5727.
5. The Trustee is authorized under the Trust Agreement to acquire, hold, sell, convey, encumber, mortgage, pledge, lease, and otherwise dispose of, transfer title to, and deal with interests in real or personal property, and to execute any and all deeds, affidavits, certifications or any other documents required in connection with any such acquisition, sale, mortgage, pledge, encumbrance, lease, or other transfer of real or personal property, for and on behalf of and in the name of the Trust.
6. Attached hereto are true and correct copies of the pertinent pages of the Trust Agreement required to establish the Affiant as the currently acting sole Trustee serving under the Trust Agreement and of each Trust created thereunder, and the powers of any Trustee or successor trustee under the Trust Agreement. Affiant further states that none of the remaining terms or provisions of the Trust Agreement conflict with the terms and provisions set forth in the attachments to this Affidavit.

7. No person or entity paying money to or delivering property to the Trustee shall be required to see to its application. All persons relying on this document regarding the Trustee and the Trustee's powers over Trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certification of Trust shall be just as valid as the original.

8. This instrument is being executed by the Affiant solely in his fiduciary capacity as named herein, and neither this instrument nor anything herein contained shall be construed as creating any indebtedness or obligation on the part of the undersigned in his individual capacity, and the undersigned expressly limits his liability hereunder solely to the property now or hereafter held by him as the Trustee of the Trust.

The undersigned Affiant certifies that the statements made in this Certification of Trust are true and correct and hereby acknowledges and agrees that this instrument is being given with full understanding that it will be relied upon to establish the truth of the matters set forth herein and may be filed for record in any Probate Office for future reference.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on this 3rd day of July, 2017.

Joseph S. Bluestein, As Trustee
Joseph S. Bluestein, as Trustee under the Mary McNabb Phillips Management Trust, Dated May 11, 2010, As Amended

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, hereby certify that Joseph S. Bluestein, whose name as Trustee under the Mary McNabb Phillips Management Trust, Dated May 11, 2010, As Amended, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacity as such Trustee and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of July, 2017.

(SEAL)

Nancy E. May
Notary Public
My Commission Expires **MY COMMISSION EXPIRES 12/14/2018**

This instrument prepared by:
Joseph S. Bluestein, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South (35205)
P.O. Box 55727
Birmingham, Alabama 35255-5727

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ALABAMA

Center for Health Statistics

CERTIFICATE OF DEATH STATE FILE NO. 101

2016-006078

TYPE IN PERMANENT DARK INK

1. DECEASED LEGAL NAME (First, Middle, Last) (Type last name all capitals) Mary Jo PHILLIPS		2. LAST NAME PRIOR TO FIRST MARRIAGE McNabb		3. COUNTY OF DEATH Jefferson	
4. CITY, TOWN, OR LOCATION OF DEATH AND ZIP CODE Birmingham 35205		5. INSIDE CITY LIMITS? ☒ Yes ☐ No		6. PLACE OF DEATH (Facility Name) - Hospital or Other Institution - (If not in either, give street and number) St. Vincent's Birmingham	
7. IF HOSPITAL (Specify Inpatient, ER, Outpatient, or DONA) Inpatient		8. SEX ☒ Female ☐ Male		9. SOCIAL SECURITY NUMBER [REDACTED]	
10. BIRTHPLACE (State or Foreign Country) Alabama		11. AGE - Last Birthday (Years) 88		12. DATE OF BIRTH (Month, Day, Year) March 1, 1927	
13. MARITAL STATUS (Specify Married, Never Married, Widowed, Divorced) Married		14. EVER IN US ARMY FORCED? ☐ Yes ☒ No		15. SURVIVING SPOUSE (NAME PRIOR TO FIRST MARRIAGE) Charles S. Phillips, II	
16. DECEASED RESIDENCE STATE Alabama		17. COUNTY Jefferson		18. CITY, TOWN, OR LOCATION AND ZIP CODE Mountain Brook 35223	
19. STREET ADDRESS (Apt. Lot, Unit - If applicable) 2951 Pine Haven Drive		20. INSIDE CITY LIMITS? ☒ Yes ☐ No		21. FATHER/PARENT NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last) James Murray McNabb	
22. MOTHER/PARENT NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last) Minnie Lee Glover		23. INFORMANT NAME AND RELATIONSHIP TO DECEASED Libby Shackelford / Daughter		24. MAILING ADDRESS OF INFORMANT (Street and Number, City, State, County, ZIP Code, Apt. Unit) 95 Albright Farm Road Montevallo, AL 35115	
25. DATE OF DISPOSITION (Month, Day, Year) February 19, 2016		26. METHOD OF DISPOSITION ☒ Burial ☐ Cremation ☐ Entombment ☐ Hospital Chapel ☐ Medical Donation ☐ Other (Specify) _____		27. CEMETERY OR CREMATORY (Name) Elmwood Cemetery	
28. LOCATION (City or Town, State) Birmingham, AL		29. FUNERAL HOME (Name and Address) Ridout's Valley Chapel 1800 Oxmoor Road Homewood, AL 35209		30. FUNERAL HOME (License Number) 0213	
31. FUNERAL DIRECTOR - SIGNATURE <i>[Signature]</i>		32. DATE SIGNED BY FUNERAL DIRECTOR (Month, Day, Year) 2-23-16		33. FUNERAL DIRECTOR (License Number) 060524	
34. X. Certifying Physician (Physician certifying cause of death) "To the best of my knowledge death occurred at this time and place, and due to the cause(s) and manner stated." Medical Examiner _____ Coroner "On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, place and due to the cause(s) and manner stated." Signature: <i>[Signature]</i>		35. DATE SIGNED (Month, Day, Year) 2/19/16		36. DATE OF DEATH (Month, Day, Year) Feb-15, 2016	
37. TIME OF DEATH 12:17pm		38. DATE PRONOUNCED DEAD (Month, Day, Year)		39. TIME PRONOUNCED DEAD	
40. NAME, ADDRESS, CITY, STATE, AND ZIP CODE OF PERSON CERTIFYING CAUSE OF DEATH (Item 44) Jeremy Lindley, MD, 810 St. Vincent's Drive B'ham, AL 35205		41. LICENSE NUMBER 35205		42. REGISTRAR - SIGNATURE <i>[Signature]</i>	
43. FOR REGISTRAR ONLY - DATE FILED (Month, Day, Year) Feb. 23, 2016					

MEDICAL CERTIFICATION

44. PART I. CAUSE OF DEATH Enter the chain of events—disease, injury, or complications—that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. Enter only one cause on a line. IMMEDIATE CAUSE (Final disease or condition resulting in death) Cardiovascular Arrest Due to (or as a consequence of): Underlying Cause (Disease or injury that initiated the events resulting in death) GI Bleed Due to (or as a consequence of): HTN, CVD		Approximate Interval Onset to Death	
45. PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause shown in PART I. GI Bleed		46. MANNER OF DEATH ☒ Natural ☐ Homicide ☐ Accident ☐ Pending Investigation ☐ Suicide ☐ Undetermined	
47. DID TOBACCO USE CONTRIBUTE TO DEATH? ☐ Yes ☒ Probably ☐ No ☐ Unknown		48. IF FEMALE: ☐ Not pregnant within past year ☐ Pregnant at time of death ☐ Not pregnant, but pregnant within 42 days of death ☐ Unknown if pregnant within the past year	
49. DATE OF INJURY (Month, Day, Year)		50. TIME OF INJURY	
51. PLACE OF INJURY (e.g., Decedent's home, construction site, restaurant, wooded area)		52. INJURY AT WORK? ☐ Yes ☒ No	
53. LOCATION OF INJURY (Street or R.F.D. No., City or Town, County, State)		54. IF TRANSPORTATION INJURY, SPECIFY: ☐ Driver/Operator ☐ Passenger ☐ Pedestrian	
55. DESCRIBE HOW INJURY OCCURRED		56. AUTOPSY/TOXICOLOGY PERFORMED? Autopsy ☐ Yes ☒ No ☐ Unknown Toxicology ☐ Yes ☒ No ☐ Unknown	
		57. WERE FINGERINGS CONSIDERED? Autopsy ☐ Yes ☒ No Toxicology ☐ Yes ☒ No	

THIS IS A LEGAL RECORD AND MUST BE FILED WITHIN FIVE (5) DAYS AFTER DEATH

ADPH-105-2 Rev.

This is an official certified copy of the original record filed in the Center of Health Statistics, Alabama Department of Public Health, Montgomery, Alabama. 2016-169-617-3

March 1, 2016

Catherine M. Donald
Catherine Molchan Donald
State Registrar of Vital Statistics



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FIRST AMENDMENT TO MARY McNABB PHILLIPS

MANAGEMENT TRUST

ORIGINALLY DATED MAY 11, 2010

AS OF THE 8th day of June, 2010, I, MARY McNABB PHILLIPS, the undersigned Grantor, hereby enter into this Amendment with MARY McNABB PHILLIPS and JOSEPH S. BLUESTEIN, the undersigned Trustees, as follows:

WITNESSETH:

WHEREAS, I entered into a certain Management Trust dated the 11th day of May, 2010;
and

WHEREAS, pursuant to the provisions of Item XVII of said Management Trust, I reserved the power to revoke, modify or amend the instrument in whole or in part, and I am now desirous of amending the said Trust in certain respects, as hereinafter provided;

NOW, THEREFORE, in consideration of the premises, said Management Trust is amended as hereinafter stated.

I

Item I of said Management Trust, appearing on pages 1 and 2 thereof, is hereby eliminated and deleted in its entirety, and there is substituted in lieu and instead thereof the following:

"ITEM I

INTRODUCTION

I am married to C.S. Phillips, also known as Charles S. Phillips, II, hereinafter sometimes referred to as my "husband." As of the date of this Trust Agreement, I have three children, whose names are Charles S. Phillips, III, Murray M. Phillips, and Elizabeth Phillips Shackelford. For the purposes of this Trust Agreement, references to my "children" shall mean the children named herein. The terms "descendants" and "lineal descendants" are intended to include my children and any persons born to my children or to any descendant of mine. Notwithstanding anything to the contrary herein or any law to the



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contrary, any person who is adopted, and the descendants of any such persons, are intended to be excluded from the terms "descendants" or "lineal descendants."

II

The Trustee has joined in the execution of this Agreement for the purpose of evidencing consent to act as Trustee hereunder pursuant to the terms hereof.

III

In all other respects, except as herein specifically altered and amended, I hereby ratify and confirm the said Management Trust entered into on the 11th day of May, 2010, as amended by this Agreement.

IN WITNESS WHEREOF, the parties have executed this instrument by affixing their hands and seals in duplicate, on the day and year herein first written.

Reva D. Ramey
Witness

Mary McNabb Phillips (SEAL)
Mary McNabb Phillips, as Grantor and Trustee

Judy Abbott
Witness

Joseph S. Bluestein (SEAL)
Joseph S. Bluestein, as Trustee

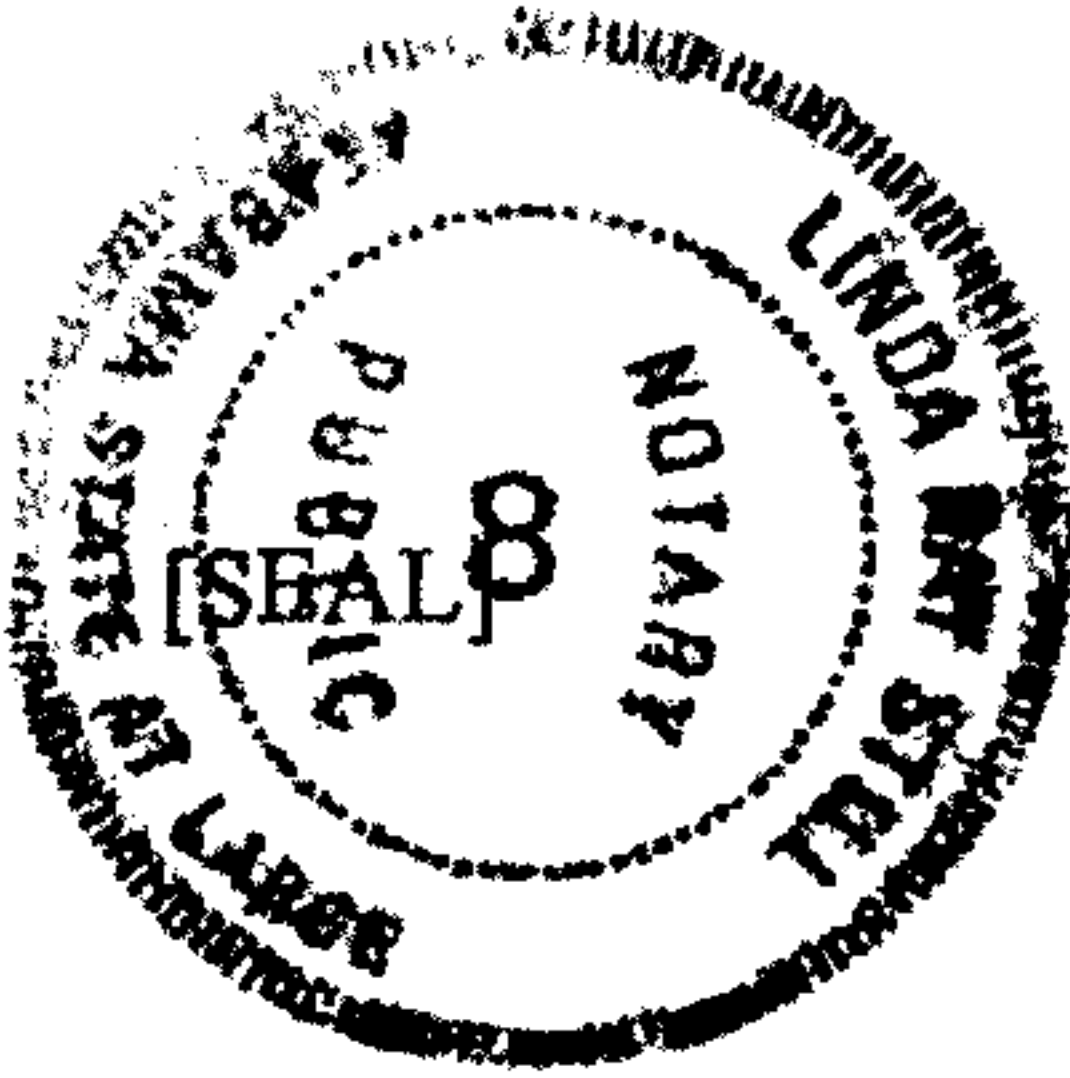

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STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority in and for the State of Alabama at Large, hereby certify that Mary McNabb Phillips, whose name is signed to the foregoing instrument as Grantor and Trustee, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 8th day of June, 2010.



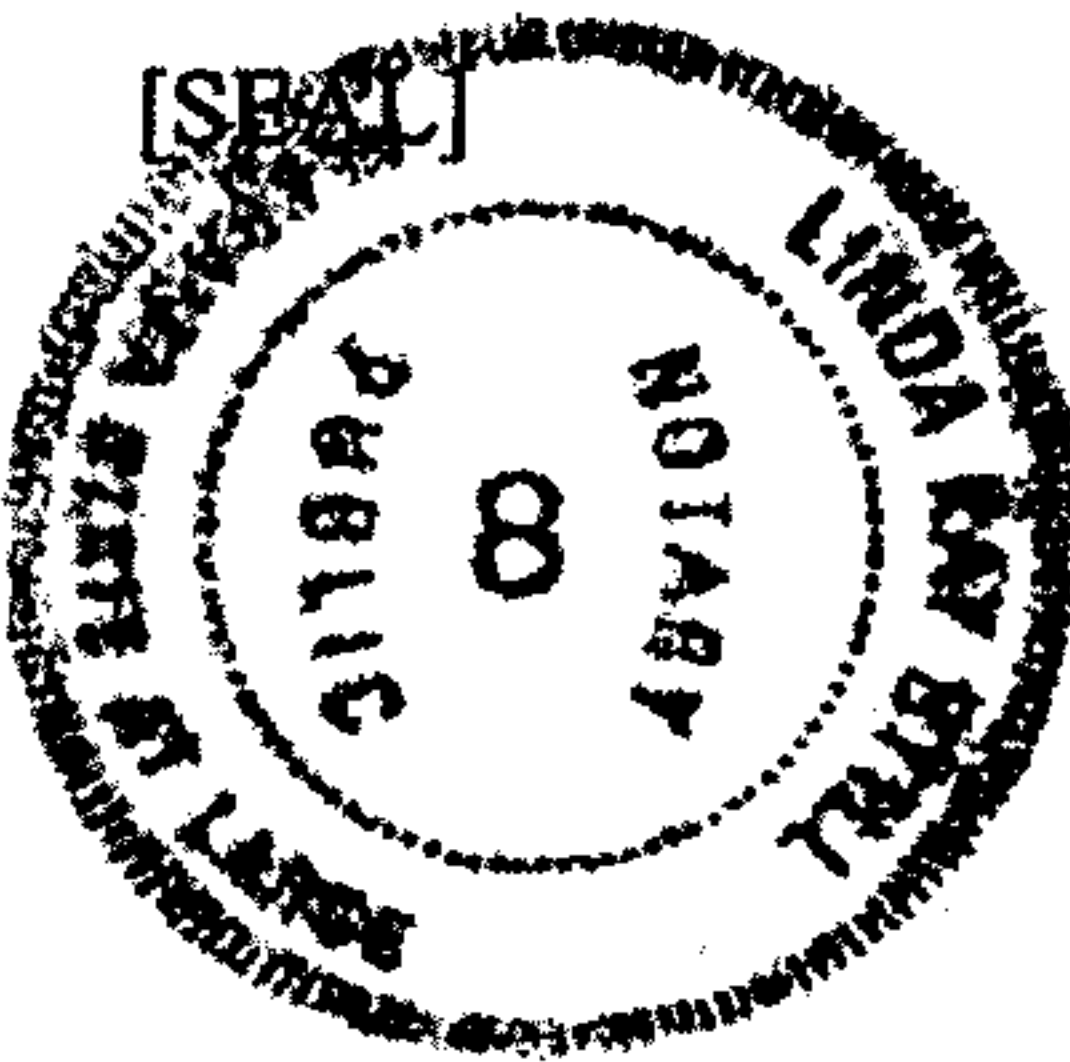
Linda Kay Till
Notary Public
My Commission Expires: 1-12-13

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Joseph S. Bluestein, whose name is signed to the foregoing instrument as Trustee, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 8th day of June, 2010.



Linda Kay Till
Notary Public
My Commission Expires: 1-12-13



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MARY McNABB PHILLIPS MANAGEMENT TRUST

AS OF THE 11th day of May, 2010, I, MARY McNABB PHILLIPS, the undersigned Grantor, hereby enter into this Trust Agreement with myself and JOSEPH S. BLUESTEIN, the undersigned Trustee, as follows:

WITNESSETH:

WHEREAS, I desire to grant, out of my present holdings and property, and create therewith a trust, which shall be for my benefit and for the benefit of my husband, C. S. Phillips, also known as Charles S. Phillips, II, my children, Charles S. Phillips, III, Murray M. Phillips, and Elizabeth Phillips Shackelford, and the lineal descendants of my children; and

WHEREAS, the said Trustee hereinabove named has agreed to accept said trusteeship, and all interest and property which may come to it by reason of this Agreement, for my use and benefit, and as I direct, all in accordance with the provisions hereinafter set forth;

WHEREAS, I may hereafter cause certain policies of insurance to be made payable to the Trustee, and may hereafter desire to make gifts of other property to the Trustee during my lifetime or by means of provisions in my Last Will and Testament;

NOW, THEREFORE, in consideration of the premises and the love and affection which I have for the beneficiaries mentioned hereinabove, and of other good and valuable consideration received by the Trustee, I do hereby direct that the proceeds of said policies of insurance, and any other property, whether real or personal, received by the Trustee shall be held by it, for the uses and purposes, upon the terms and conditions, and with the powers and duties hereinafter stated.



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ITEM XVII

TRUST REVOCABLE

(a) This trust is hereby created and the interests hereunder are subject to the express condition and reservation of power in me at any time and from time to time to alter, amend or modify this Agreement, to revoke this Agreement, and to withdraw all or any part of the property constituting said trust estate from the terms of this trust, by an instrument in writing signed by me and delivered to the Trustee. The Trustee shall have a reasonable time after receipt of the writing revoking this trust or withdrawing property from this trust in which to deliver the trust property. Any exercise of a power of amendment or modification substantially affecting the duties, rights and liabilities of the Trustee shall be


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07/17/2017 10:36:11 AM FILED/CERT

effective upon the Trustee only if agreed to by the Trustee in writing, and the Trustee's failure to agree to such amendment or modification shall be deemed a resignation by the Trustee.

(b) No beneficiaries of this trust other than me shall have any enforceable rights or be entitled to any other information or notice regarding this trust during my lifetime.

(c) This trust shall become irrevocable upon my death.

ITEM XVIII

TRUSTEES

(a) Joseph S. Bluestein and I shall serve and act as the initial Trustee of the trusts created in this Trust Agreement. In the event of my death, incapacity, inability or unwillingness to serve as Trustee hereunder, Joseph S. Bluestein or the successor Trustee named herein shall serve as sole Trustee of the trusts created in this Trust Agreement. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of Joseph S. Bluestein, then I direct that Elizabeth H. Hutchins shall serve and act as Trustee of the trusts created in this Trust Agreement. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of Joseph S. Bluestein and Elizabeth H. Hutchins either prior to or during the continuance of any said trust, I direct that the chairman of the Estate Planning Department of said Sirote & Permutt, P.C. shall substitute for such Trustee any bank or trust company having at the time of any such appointment, total resources or assets under management of not less than One Hundred Twenty-Five Million Dollars (\$125,000,000), or any one or more individuals, including an attorney employed by Sirote & Permutt, P.C. Such appointment of a successor Trustee shall be by a writing signed by the chairman of the Estate Planning Department of said Sirote & Permutt, P.C., properly notarized, addressed and delivered both to the Trustee who is being replaced (if such Trustee is living) and to the successor Trustee. Likewise, the chairman of the Estate Planning Department of Sirote & Permutt, P.C. may, in the same manner, appoint any number of successor Trustees.


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(b) The Trustee and/or any firm or professional organization of which my Trustee may be a member may provide future or continued professional representation of my estate, or members of my family, or any corporations, partnerships or other business entities in which they have an interest. Accordingly, any continued or future representation of said parties shall not be deemed a conflict of interest.

(c) No successor Trustee shall be personally liable or responsible in any way for any act or failure to act of any predecessor Trustee nor bear any loss or expense from or occasioned by anything done or omitted by the predecessor Trustee, but such successor Trustee shall be liable only for its own acts and omissions in respect to property actually received as such Trustee. Any successor Trustee shall have all the rights, powers, duties and discretion vested in the original Trustee. With the approval of a majority of adult beneficiaries, or the parent or guardian of any minor or incompetent beneficiary, any Trustee appointed hereunder may accept the account rendered and the assets and property delivered to it by the predecessor Trustee as a full and complete discharge of the predecessor Trustee, and shall incur no liability or responsibility to any beneficiary by reason of so doing, all without necessity of any court proceeding or judicial supervision or approval, regardless of any beneficial, vested or contingent interest of any minor, incompetent or unborn beneficiaries. Upon any such change in the trusteeship, the title to any trust estate shall vest forthwith in any successor Trustee acting pursuant to the foregoing provisions hereof without the necessity of any court order or of any conveyance or transfer of trust assets.

(d) The Trustee, including any individual or corporate Trustee serving hereunder, may resign at any time. The adult beneficiaries and the parents or legal guardians of minor or incompetent beneficiaries then in existence may approve the accounts of any resigning Trustee, and such approval shall be binding upon all persons whomsoever and shall be a full and complete discharge and acquittance of such Trustee.

(e) The Trustee of any trust serving hereunder is entitled to receive reasonable compensation for its services hereunder.


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ITEM XXI

DUTIES AND POWERS

In the management and control of any trust created by the terms of my Trust Agreement, the Trustee, in its sole judgment and discretion, may do and have done with respect to the trust estate, all things which, in the judgment and discretion of the Trustee, may seem necessary, desirable and proper to promote, protect and conserve the interest of the trust estates and of the beneficiaries thereof, in like manner as if the Trustee were entitled to said property beneficially, and every determination of the Trustee in the construction of the powers conferred upon the Trustee, or in any manner committed to the discretion of the Trustee, or with respect to which the Trustee may be empowered to act hereunder, whether made upon a question formally or actually raised or implied in relation of the premises, shall be binding upon all persons interested in the trusts, and shall not be objected to or questioned on any grounds whatsoever. Without in any way limiting the generality of the foregoing, but solely in order to define with particularity certain of the powers herein vested in the Trustee, the Trustee shall have and may, in its judgment and discretion, and except as specifically herein provided, without notice to anyone or order of court, exercise, among others, the following powers, to be broadly construed with reference to each trust estate and each share thereof:

a) To sell, exchange, transfer or convey, either before or after option granted, all or any part of said trust estate upon such terms and conditions as the Trustee sees fit, to invest and reinvest said trust estate and the proceeds of sale or disposal of any portion thereof, in such loans, stocks, bonds or other securities, mortgages, common trust funds, shares of investment companies or investment securities of management-type investment companies such as mutual funds, registered mutual funds (including funds for which the trustee, or an affiliate of the trustee, provides investment advisory, custodial or other compensated services), interests in limited liability companies, partnership interests of any kind, currencies, or other property, including partial interests therein, such as life estate, term or remainder interests, real or personal, whether so-called "legal" investments of trust funds or not, as to the Trustee may deem necessary or desirable. The Trustee may delegate all or any part of the above powers to such investment counselors, consultants or managers as it deems appropriate.

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


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

d) To hold any property or securities originally received by Trustee as a part of said trust estate, particularly including any stock or interest in any family corporation, partnership or enterprise, and also including any stock or obligations of any corporate Trustee serving hereunder from time to time, or of any holding company or similar corporation which owns stock of such corporate Trustee, so long as the Trustee shall consider the retention thereof in the best interest of said trust estate, irrespective of whether such property or securities are a so-called "legal" investment of trust funds, without liability for depreciation or loss through error of judgment, and in disposing of any property constituting a part of said trust estate, to acquire other property which is not a so-called "legal" investment of trust funds, including any stock or obligations of any corporate Trustee serving hereunder from time to time, or of any holding company or similar corporation which owns stock of such corporate Trustee, where such course is, in the opinion of the Trustee, in the best interests of said trust estate.

e) To determine whether any money or property coming into its hands and allocated to any trust other than Trust Estate "A" shall be treated as a part of the principal of said trust estate or a part of the income therefrom, to apportion between such principal and income any loss or expenditure in connection with said trust estate as to it may seem just and equitable, and to set up reserves out of income to meet such items of depreciation, obsolescence, future repairs or amortization of indebtedness deemed by the Trustee to be a proper charge against income. In those instances in which the beneficiary hereunder is serving as sole Trustee, income and principal shall be apportioned in accordance with the terms and provisions of the Alabama Principal and Income Act. The Trustee shall have the power to make adjustments between principal and income, pursuant to the authority and requirements in Section 19-3A-104 of the Code of Alabama 1975.

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

g) To hold any or all securities or other property in bearer form, in the name of the Trustee, or in the name of the nominee of the Trustee, without disclosing any fiduciary relationship.

h) To exercise the voting rights of interests in any entities owned by the trust, in person or by proxy upon all stocks held by the Trustee, to unite with other owners of similar property in carrying out any plans for the reorganization of any corporation or company whose securities form a portion of the trust estate, to exchange the securities of any corporation for other securities upon such terms as Trustee shall deem proper, to assent to the consolidation, merger, dissolution or reorganization of any such corporation, to lease the property or any portion thereof of such corporation to any other corporation, to pay all assessments, expenses and sums of money as Trustee may deem expedient for the protection of the interest of the trust estate as the holder of such stocks, bonds or other securities, and generally, to exercise, in respect to all securities and ownership interests in entities held by it, the same rights and powers as are or may be exercised by persons owning similar property in their own right; provided, however, that if, at any time a corporate Trustee is serving hereunder, it shall purchase or retain stock or obligations of itself or of any holding company, or similar corporation which owns stock of such corporate Trustee, then in the election of directors and other matters in which said corporate Trustee is prohibited from voting its own stock or stock of any holding company or similar corporation which owns


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stock of a corporate Trustee, such stock shall be voted by the eldest competent adult beneficiary hereunder.

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

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

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

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

m) While broad powers to facilitate the administration of said trust estate have been granted to the Trustee, I specifically direct that the Trustee take no action which will have the effect of denying to my said husband the substantial present enjoyment of all income of Trust Estate "A" herein established, for and during his lifetime.

n) Any provision in this trust agreement to the contrary notwithstanding, I hereby give and grant unto my said husband after my death, the unqualified power and right to compel or require the Trustee, within a reasonable time after demand, to exchange or convert any nonproductive or non-income producing property or interest in property held in Trust Estate "A" for or into productive property or income producing property.

o) In making any division of the trust property into shares for the purpose of any distribution thereof directed or permitted by the provisions of this Trust Agreement, the Trustee may make such division or distribution either in cash or in kind, or partly in cash and partly in kind, as the Trustee shall deem most expedient, and in making any division or distribution in kind, the Trustee may allot any specific security or property, or any undivided interest therein, to any one or more of such beneficiaries, and in such proportions and amounts, without regard to equality of distribution, or federal income tax basis thereof, as it may deem proper, and to that end, may appraise any or all of the property so to be allotted, and the Trustee's judgment as to the propriety of such allotment and as to the relative value and basis for purposes of distribution of the securities or property so allotted, shall be final and conclusive upon all persons interested in this trust or in the division or distribution thereof; provided, however, that in exercising the authority given to it under this provision, the Trustee shall not violate any provision in this Trust Agreement dealing with devises to my surviving spouse, which are to qualify for the marital deduction.

p) In the event said trust estate owns an interest in the shares of stock of any closely-held family corporation or an interest in a closely-held family limited liability company or partnership, and the persons named herein as Trustee shall be or shall become affiliated with any such closely-held corporation, limited liability company or partnership, serving as employees, managers,

general partners, officers or directors thereof, I direct that such persons so serving as Trustee of said trust estate shall not be disqualified from employment by any such family corporation, limited liability company or partnership, or its successor, or the continued employment by said persons for either the same or greater compensation as determined from time to time by the board of directors in office. In the circumstances described in this paragraph, said persons so serving as Trustee of said trust estate shall be exonerated from any claim or demand arising from the fact that they may be receiving or have received compensation for serving as a director, officer and/or employee when serving as Trustee or successor Trustee.

q) To purchase and pay premiums on life insurance on my life or on the life of any beneficiary under the trust.

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

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

t) To enter into a partnership agreement, operating agreement or similar arrangement with others, or accept the assignment of, or otherwise acquire, invest in, hold and dispose of an interest in a partnership or limited liability company, continue the operation of any such partnership or limited liability company, and to exercise all rights in connection with such interests as the Trustee deems appropriate, and in doing so to use in such partnership or limited liability company, any part or all of any trust estate owning such partnership or limited liability company interest, to become either a general or limited partner or a member and to serve as a manager. In any such case, as to creditors of or claimants against such partnership or limited liability company, and as to the other members of such partnership or limited liability company, liability, if any, of the Trustee for the debts and other liabilities of the partnership or limited liability company, shall be limited to the assets of any trust estate owning such partnership or limited liability interest, or so much thereof as may be necessary to discharge such debts and liabilities, but no personal liability shall attach to the Trustee, or to the beneficiaries of any such trust estate. In furtherance of these powers, the Trustee shall have the power to:

i. act or to select other persons (including any beneficiary hereunder) to act as managers, directors, officers or other employees of any such business and to compensate such persons (including any beneficiary hereunder) for such services;

ii. retain in the business such of its earnings for working capital and/or a reserve against anticipated expenses and other purposes as it determines to be consistent with sound business practices;

iii. pledge trust assets as security for loans made to such business;

iv. retain any ownership interest in such business regardless of lack of diversification, risk, or nonproductivity, as long as it shall deem proper;

v. make such other arrangements in respect thereof as it shall deem proper;
and

vi. exercise in the context of such business any and all other powers set out herein;

all with the knowledge and understanding that the Trustee shall not be held liable for any loss, liability, or indebtedness resulting from the retention and operation of any such business (even if any trust hereby created may be invested largely or entirely in any such business) unless such losses shall result directly from its gross negligence or willful misconduct. In determining any question of liability for such losses, it shall be considered that the Trustee is engaging in such an enterprise at my express request.

u) To redeem any stock held under this Trust Agreement to pay my entire federal estate tax liability or otherwise, pursuant to I.R.C. Section 303.

v) To buy, sell, or otherwise deal with any split interests, including life interests, interests for a term of years, or remainder interests that may at any time be owned by said trust estate, or in which said trust estate may have an interest. I direct that the decision of the Trustee as to the use of actuarial tables or information in determining the value of any said split interest shall be made at the sole discretion of the Trustee, and be free from any interference, demand or control of any beneficiary, and for the honest exercise of the discretion conferred on it, the Trustee shall be liable to no one.

w) To appoint and remove one or more ancillary Trustees in any jurisdiction where the Trustee is unable to serve and to pay them reasonable compensation (as determined by the Trustee making the appointment) as an administration expense, and such ancillary Trustee shall serve without bond or other security and shall have all the powers and authority conferred by this instrument on the Trustee.

x) To change the situs of any trust created under this instrument by written document signed and acknowledged by the Trustee; and, in connection with any such change and without any need to obtain the approval of any court, to elect that such trust shall be subject to the jurisdiction of, and to move the assets of such trust to, the state, country or place of the new situs; and, if such election is made, such trust shall be administered and the validity and effect of the provisions of this instrument applicable to such trust shall be determined in accordance with the laws of such jurisdiction.

y) If any income beneficiary, the legal representative of any income beneficiary who is a minor or person otherwise without legal capacity, or the Trustee of any trust created hereunder, shall sign a statement electing Qualified Subchapter S Trust treatment for any trust created hereunder, then the Trustee shall have the power to join the owners of any entity, the interest in which is then held in trust hereunder, in making an election under I.R.C. Section 1362, and the United States Department of Treasury Regulations thereunder, to have such entity treated as an "S Corporation" for federal income tax purposes. If at any time any trust created hereunder holds an interest in an entity which has elected to be treated for federal income tax purposes as an "S" corporation pursuant to I.R.C. Section 1362 and the Treasury Regulations thereunder, the Trustee shall also have the authority, in its sole and absolute discretion, to make an election for such trust to become an "Electing Small Business Trust" as defined in I.R.C. Section 1361(e).

z) I further authorize and empower my Trustee to engage, employ and dismiss any agents, clerks, servants, consultants, attorneys-at-law, accountants, investment advisors, custodians, or other persons in and about the performance of these presents as my Trustee shall think fit.

aa) I further authorize and empower my Trustee to enter into, on behalf of any trust created hereunder, a guaranty for any debt of my estate.

bb) To enter into any transaction on behalf of a trust estate created hereunder despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer or employee of the Trustee is also a director, officer or

employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under such trust estate acting individually, or any relative of such a party.

cc) Any individual Trustee holding any power under the terms of this Trust Agreement may, in the discretion of such individual Trustee, release such power insofar as such individual Trustee is concerned, either in whole or in part, by written instrument duly executed and acknowledged by such individual whereupon such power shall no longer exist respecting such individual Trustee.

IN WITNESS WHEREOF, the parties have executed this instrument by affixing their hands and seals in duplicate, on the day and year herein first written.

Judy Abbott
Witness

Edward D. Ramey
Witness

Mary McNabb Phillips (SEAL)
Mary McNabb Phillips, as Grantor and Trustee

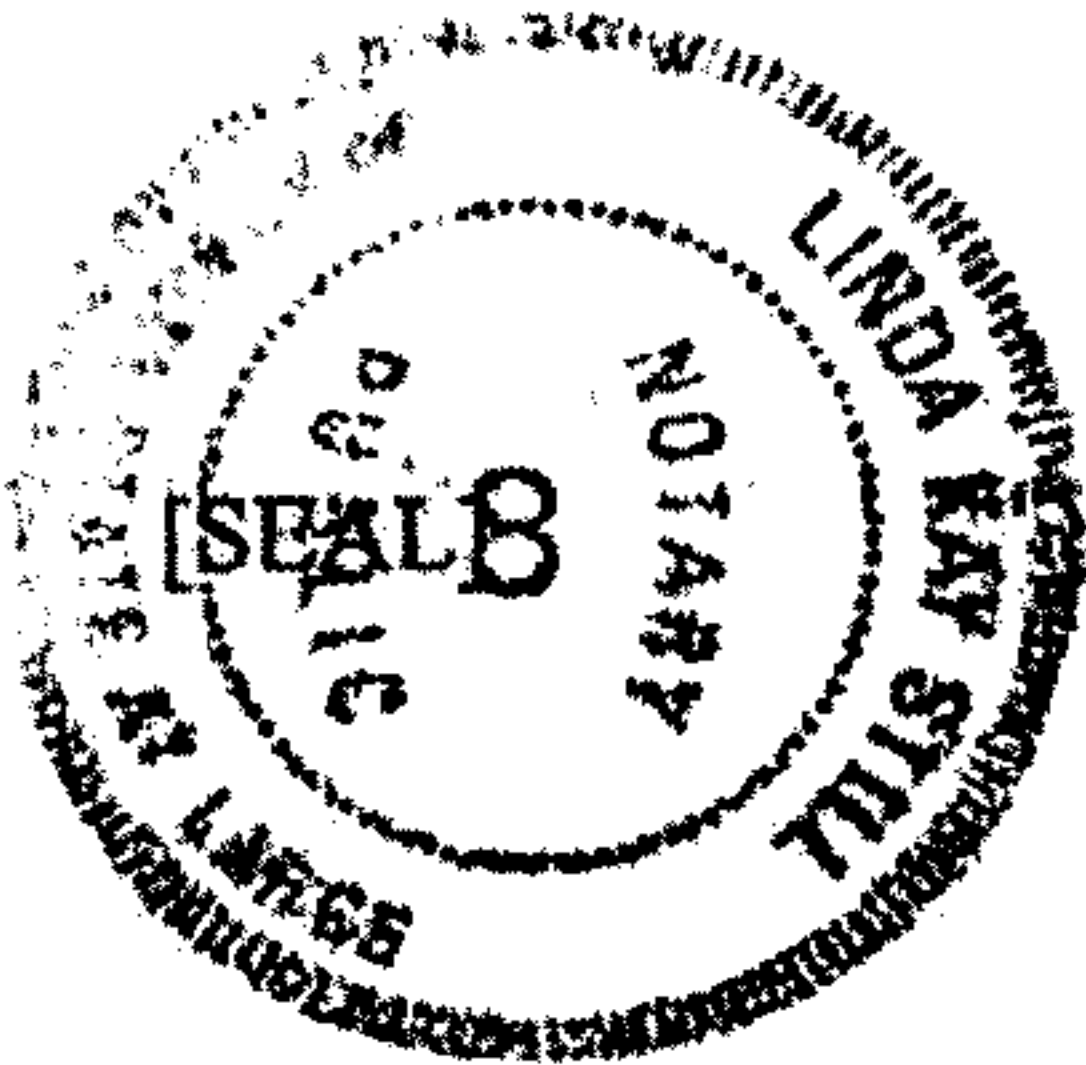
Joseph S. Bluestein (SEAL)
Joseph S. Bluestein, as Trustee

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority in and for the State of Alabama at Large, hereby certify that Mary McNabb Phillips, whose name is signed to the foregoing instrument as Grantor and as Trustee, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 11th day of May, 2010.



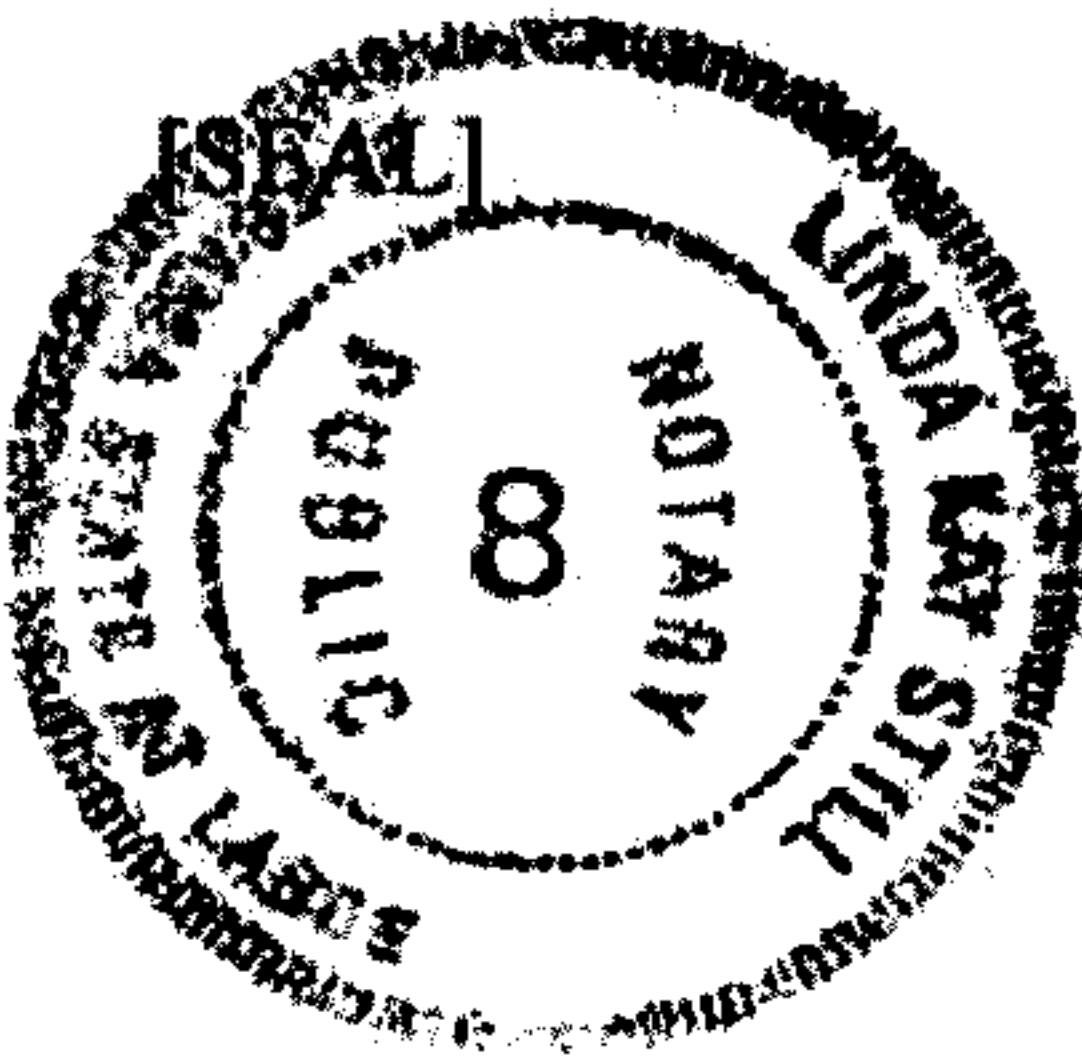
Linda Kay Still
Notary Public
My Commission Expires: 1-12-13

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Joseph S. Bluestein, whose name is signed to the foregoing instrument as Trustee, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 11th day of May, 2010.



Linda Kay Still
Notary Public
My Commission Expires: 1-12-13



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Shelby Cnty Judge of Probate, AL
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