



20170925000348620 1/11 \$17.00
Shelby Cnty Judge of Probate, AL
09/25/2017 03:46:39 PM FILED/CERT

CERTIFICATION OF TRUST

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

1. The Bruce Lee McKee Management Trust dated December 6, 2002 (the "Trust") is currently in existence. The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained herein to be incorrect. Excerpts of the Trust consisting of the first page, the signature page and Designation of Trustee are attached hereto as *Exhibit "A"* and made a part hereof.
2. The settlor of the Trust was Bruce Lee McKee (the "Settlor").
3. The initial Trustee was Bruce Lee McKee who died February 13, 2016. The name and address of the currently acting Trustee are Dale D. McKee, 2071 Royal Fern Lane, Hoover, AL 35244.
4. The pages of the Trust setting forth the relevant powers of the Trustee are attached hereto as *Exhibit "B"* and made a part hereof.
5. The pages of the Trust setting forth the apportionment of Trust assets upon the death of Bruce Lee McKee are attached hereto as *Exhibit "C"* and made a part thereof.
6. The Trust is irrevocable.
7. The tax identification number of the Trust is available upon request.
8. The name in which title to trust property may be taken is "Dale D. McKee, and any successors, as Trustee of the Bruce Lee McKee Management Trust dated December 6, 2002."



Dale D. McKee, Trustee

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


Given under my hand and seal on August 29, 2017.

Rebekah L. Muse
Notary Public
My Commission Expires: 9-30-18

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


20170925000348620 2/11 \$17.00
Shelby Cnty Judge of Probate, AL
09/25/2017 03:46:39 PM FILED/CERT

STATE OF ALABAMA)
JEFFERSON COUNTY)


20170925000348620 3/11 \$17.00
Shelby Cnty Judge of Probate, AL
09/25/2017 03:46:39 PM FILED/CERT

BRUCE LEE McKEE MANAGEMENT TRUST

As of December 6, 2002, I, BRUCE LEE McKEE, the undersigned Grantor and Trustee, being a resident of the State of Alabama, hereby enter into this Trust Agreement as follows:

WITNESSETH:

WHEREAS, I desire to grant out of my present holdings and property and create therewith a trust, or several trusts, which shall be for my benefit and for the benefit of my wife, DALE D. McKEE, and my children, TRAVIS ALAN McKEE, TREVOR LEE McKEE, TRACE AARON McKEE, TRENT THOMAS McKEE and TRIPP WILLIAM McKEE; and

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

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

GRANT OF TRUST

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

TRUST ESTATE

The Trustee shall hold, manage and control the property coming into its possession, pursuant to the power and authority herein given to the Trustee, for the uses and purposes and upon the terms and conditions hereinafter stated.

A. The Trustee shall hold the trust estate in trust for my lifetime. During such period, the Trustee shall distribute to me or apply for my benefit such amounts of the income or principal of the trust estate, even to the extent of exhausting principal, as the Trustee determines to be required from time to time for the health, education, support, and maintenance of my wife, my ancestors, my descendants, and me, taking into account resources otherwise available. Any undistributed income shall be accumulated and added to the principal of the trust estate.

B. In addition, the Trustee shall distribute to me or others such amount of the income or principal of the trust estate as I may from time to time direct pursuant to a written instrument filed with the records of the Trust.

C. The Trustee shall also have the power and authority to make gifts from the income or principal of the trust estate to or for the benefit of my wife, my ancestors, my descendants and their spouses, and any charitable organization, including the Trustee hereunder, with my full understanding that any such gifts will be without full and adequate consideration in money or money's worth to me; and to make any other transfers from the

B. The terms "child" and "children" are intended to mean TRAVIS ALAN McKEE, TREVOR LEE McKEE, TRACE AARON McKEE, TRENT THOMAS McKEE and TRIPP WILLIAM McKEE.

C. The terms "issue", "descendants" and "lineal descendants" of any individual are intended to include any persons heretofore or hereafter born to or adopted by such individual and any descendant of such individual, but any person who is adopted by such individual or a descendant of such individual on or after the age of twenty-one (21) years, and the descendants of such adopted person, are intended to be excluded from these terms.

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

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

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


Witnesses: [Signature] [Signature] [Signature] (SEAL)
[Signature] BRUCE LEE McKEE
(GRANTOR and TRUSTEE)

[Signature]

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

Given under my hand and seal on December 6, 2002.

[Signature]
Notary Public
My Commission Expires: 8-3-05


20170925000348620 4/11 \$17.00
Shelby Cnty Judge of Probate, AL
09/25/2017 03:46:39 PM FILED/CERT

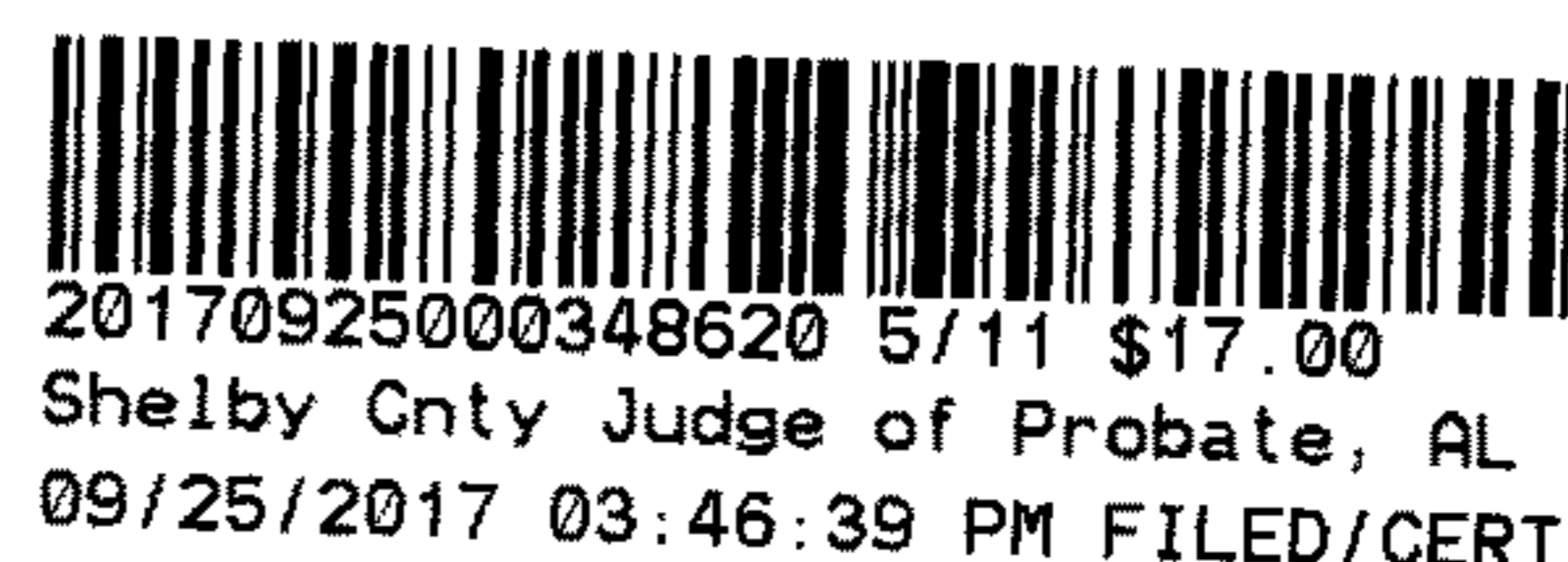
appointment referred to hereinabove shall be equal to the maximum amount that can pass to the beneficiaries (other than a spouse of such beneficiary or a charitable organization described in Section 2055(a) of the Code) from such share of this trust and be subject to federal estate taxes in the estate of such beneficiary, computed at estate tax rates that are less than the maximum estate tax rate in effect as of the date of the death of such beneficiary. If the death of such beneficiary will not result in the payment of a generation-skipping tax, the foregoing general power of appointment shall be void and of no effect. Irrespective of whether the beneficiary shall die having failed to exercise the foregoing general power of appointment, the Trustee shall pay to the personal representative of the estate of such beneficiary an amount equal to the increase in federal and state taxes and any increased administration expenses which his or her estate would have to pay because of the inclusion of the share of this trust in his or her estate for tax or administrative purposes, and the balance of the assets of the share of this trust shall be transferred, delivered and paid over in accordance with the provisions hereinabove set forth.

TRUSTEE PROVISIONS

A. In the event of my death, incapacity, inability, or unwillingness to serve as Trustee hereunder, I direct that DALE D. McKEE shall serve 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 DALE D. McKEE, I direct that DIANE DUPPENTHALER shall serve as Trustee of the trusts created in this Trust Agreement.

B. Any individual Trustee who does not have an individual successor Trustee named shall have the right at any time acting as a Trustee hereunder (whether named herein or acting hereunder) to appoint any bank or trust company authorized to accept and administer trusts, or any individual, to act as successor Trustee in such individual's place, such appointment to take effect upon the death, resignation or incapacity of the individual making such appointment. Any such appointment may be revoked or changed prior to the appointment becoming effective. Any such appointment, revocation or change shall be by an acknowledged instrument delivered to all Trustees then serving. Each successor Trustee appointed pursuant to the provisions of this paragraph shall accept such appointment by an acknowledged instrument.

C. Any Trustee may resign at any time by giving sixty (60) days written notice to the beneficiary or beneficiaries to whom the current trust income may or must be distributed. Other events may occur that may result in the disqualification or elimination of a Trustee. If upon the resignation of a Trustee or upon some other event no successor Trustee appointed hereunder is able or willing to serve, the majority of the adult beneficiaries, the parents, conservators or legal guardians of any minor beneficiaries, and the conservators or legal guardians of any incompetent beneficiaries shall substitute for the Trustee any bank or trust company authorized to accept and administer trusts. The adult beneficiaries, the parents, conservators or legal guardians of any minor beneficiaries, and the conservators or legal guardians of any incompetent beneficiaries may approve the



benefit, I intend such reference to mean the value of such property as finally determined for federal estate tax purposes.

C. If property passing under a qualified retirement plan of any type or an individual retirement account (each referred to as a "Retirement Plan Account") is payable to this trust and is allocated to the share of any beneficiary hereunder, such taxes attributable to such Retirement Plan Account shall, to the extent possible, be charged to the property other than such Retirement Plan Account passing to such beneficiary hereunder.

D. Generation-skipping transfer taxes (together with any interest or penalty thereon) which are payable with respect to the property comprising my gross estate for estate tax purposes, whether or not such property passes under this Trust Agreement, shall be allocated as set forth under Sections 2603 of the Code.

DUTIES AND POWERS

In the management and control of any trust created herein, the Trustee, in the sole judgment and discretion of the Trustee, may do and have done with respect to each trust estate, all things which, in the judgment and discretion of the Trustee, may deem necessary, desirable and proper to promote, protect and conserve the interests of the trust estate, and of the beneficiaries thereof. All references in these DUTIES AND POWERS provisions hereof to "trust estate" shall refer to any trust created hereunder and any separate shares thereof. The powers herein granted to the Trustee may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to law, and shall include all powers necessary to carry the same into effect.

1. To sell at public or private sale, exchange, transfer or convey, either before or after option granted, all or any part of the trust estate, upon such terms and conditions as the Trustee may determine, to invest and reinvest the 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 (including those managed or advised by the Trustee), or other property, real or personal, to purchase and sell options (including without limitation stock options contributed to the trust estate and listed options) and to exercise any such options, rights or warrants without being bound by any provision of law restricting investments by trustees, as the Trustee may deem suitable, and to change investments and to make new investments from time to time as 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 the Trustee may deem appropriate.

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

3. To borrow money for such time and upon such terms as the Trustee may consider necessary or convenient in the administration of the trust, and to secure any such loan by mortgage or pledge.

4. To hold and retain without liability for loss or depreciation any property or securities transferred to the Trustee or to which the Trustee becomes entitled, including



any partnership interests (whether general, limited or special), shares of regulated investment companies or trusts (whether open-end or closed-end), stock or interest in any family corporation, partnership or enterprise, or any stock or obligation of any publicly-traded company which is a successor to any such family corporation, partnership or enterprise, or any stock or obligations of any corporate trustee serving hereunder from time to time, or corporation which owns stock of such corporate trustee, without regard to any statutory or constitutional limitations applicable to the investment of funds and though the retention might violate principles of investment diversification, so long as the Trustee shall consider the retention for the best interests of any trust created hereunder; and in disposing of any property constituting a part of the trust estate, to acquire other property, 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, without regard to any statutory or constitutional limitations applicable to the investment of funds and though the retention might violate principles of investment diversification, so long as the Trustee shall consider the retention for the best interests of any trust created hereunder.

5. To keep any property constituting a part of the trust estate 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.

6. To hold any or all securities or other property in bearer form, in the name of the Trustee or in the name of some other person, partnership (general, limited or special), or corporation, without disclosing any fiduciary relationship.

7. To continue any business or partnership (general, limited or special) held by the Trustee for such time and under such management and condition as, in the discretion of the Trustee, may be expedient; or to liquidate or dissolve any such business or partnership (general, limited or special) at such time and upon such terms and conditions as, in the judgment of the Trustee, are for the best interests of the trust estate; or so far as may be necessary in the judgment of the Trustee to cause to be incorporated any such business or partnership (general, limited or special) and to use the funds of the trust estate to protect the interests of this trust in any contract, business or partnership (general, limited or special) which I may at any time, whether inter vivos or testamentary, transfer to this trust or to protect any interest which this trust may have in the securities of any such corporation. I grant to my Trustee the power to do all the acts in connection with the businesses which I could have done had I then owned such business interests, or to delegate such powers to any partner, manager or employee, without liability for any loss occurring therein. I authorize the Trustee to make public or private sale of the business or businesses, and the real and personal property thereof, at such time or place, and for such price, and upon such terms as to cash or credit, with or without security for the purchase price, as the Trustee may deem best, and to execute all necessary assignments and conveyances to the purchasers, without liability on the part of the purchasers to see to the application of the purchase monies.

8. To vote in person or by proxy upon all stocks held by the Trustee; to unite with other owners of similar property in carrying out any plan 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 the 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 the 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 held by the Trustee, 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 the corporate trustee is prohibited from voting its stock or stock of any holding company or similar corporation which owns stock of a corporate trustee, such stock shall be voted by the eldest adult beneficiary hereunder.

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

10. 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 the 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 the Trustee from any source.

11. 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.

12. To determine whether any money or property coming into the Trustee's hands shall be treated as a part of the principal of the trust or a part of the income therefrom, and to apportion between principal and income any loss or expenditure in connection with the trust, in each case in accordance with the provisions of the Alabama Principal and Income Act, as from time to time amended (the "Act"), if applicable, or if not applicable, as the Trustee may deem just and equitable; provided, however, that any proceeds received by the Trustee from any "retirement plan," meaning any qualified pension, profit sharing, stock bonus, Keogh or other qualified plan, trust, contract, account, annuity, or bond, or individual retirement account, as those terms are defined in the Code, or any non-qualified deferred compensation agreement, shall be treated by the Trustee as principal, except that any income earned within the retirement plan from such proceeds as a result of an installment or similar election or any other deferral of payment of the retirement plan's proceeds to the Trustee shall be treated by the Trustee as income when received; provided further, that the Trustee shall have the power and discretion to adjust between principal and income which is contained in section 104 of the Act.

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

14. 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, on a prorata or a non-prorata basis, as the Trustee shall deem most expedient, and in making any division or distribution in kind, the Trustee may allot any specific security of property, or any undivided interest therein, to any one or more of such beneficiaries, and in such proportions and amounts, considering both equality of distribution and federal income tax basis of trust assets, as the Trustee may deem proper; and to that end, may appraise any or all of the property to be allotted, and the judgement of the Trustee as to the propriety of such allotment and as to the relative value and basis for the purposes of distribution of the securities or property so allotted, shall be final and conclusive upon all persons interested in this trust or in the division or distribution thereof. It is my intention that the Trustee may choose which assets shall be used to fund separate shares of the trust property, without being required to fund a share with a prorata portion of each asset.

15. If the Trustee owns an interest in the shares of stock of any closely-held family corporation, and the persons named herein as Trustee shall be or shall become affiliated with any such closely-held corporation, serving as employees, officers or directors thereof, I direct that such persons serving as Trustee hereunder shall not be disqualified from employment by any such family corporation or its successor, or the continued employment by the persons for either the same or greater compensation as determined from time to time by the board of directors in office. In the circumstances described in this paragraph, the persons serving as Trustee hereunder shall be exonerated from any claim or demand arising from the fact that they may be receiving or have received compensation for serving as a director, officer, and/or employee when serving as Trustee or successor Trustee.

16. The Trustee shall not be personally liable to any beneficiary hereunder for any claim against the trust for the diminution in value of the trust property arising from the compliance by the Trustee with any federal, state or local law, rule or regulation including: (a) the reporting of or other response to the contamination of trust property by substances or materials prohibited or regulated by federal, state, or local law or that are known to pose a hazard to the environment or to human health, (b) the reporting of or other response to violations of any other federal, state or local law, rule or regulation involving materials or substances regulated by federal, state or local law or that are known to pose a hazard to the environment or human health, or (c) other matters relating to environmental laws.

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

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

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

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

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

22. 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.

23. 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.

SPECIAL BUSINESS POWERS

I anticipate that the Trustee hereunder, in its discretion, may continue to hold and operate any interest in any business which becomes a part of the trust funds herein created. I hereby vest the Trustee, including any successors, with the following powers and authority, as supplemental to the ones contained in DUTIES AND POWERS the applicability of which to the business I confirm, without limitation by reason of specification, and in addition to powers conferred by law, all of which may be exercised with respect to every such business, whether a corporation, general partnership, limited partnership, registered limited liability partnership, limited liability company, or sole proprietorship:

1. To retain and continue to operate the business for such period as the Trustee may deem advisable.

2. To control, direct and manage the business. In this connection, the Trustee in its sole discretion, shall determine the manner and extent of its active participation in the operation, and the Trustee may delegate all or any part of its power to supervise and operate, to such person or persons as it may select, including any associate, partner, member, officer or employee of the business.

3. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants and such other representatives as the Trustee may deem reasonably appropriate; including the right to employ any beneficiary in any of the foregoing capacities.

4. To invest other trust funds in such business; to pledge other assets of the trust as security for loans made to such business; and to loan funds from the trust to such business.

5. To organize a business entity under the laws of this or any other state or country and to transfer thereto all or any part of the business or other property held in the estate or trust, and to receive in exchange therefore such stocks, bonds and other securities as the Trustee may deem advisable.

6. To retain in the business such amount of the net earnings for working capital and other purposes of the business as Trustee may deem advisable in conformity with sound business practice.

7. To purchase, process and sell merchandise and services of every kind and description; and to purchase and sell machinery and equipment, furniture and fixtures and supplies of all kinds.

income or principal of the trust estate in order to effectuate any tax planning, whether federal, state or local, as determined in the sole discretion of the Trustee to be in my estate's best interests, notwithstanding that those incidentally or fully benefit the Trustee; provided, however, that the total fair market value of any property given by the Trustee to or for the benefit of the Trustee individually pursuant to this Trust Agreement shall be limited to the lesser of (i) amounts that will not constitute a taxable gift for purposes of the federal gift tax laws as then in effect or (ii) the greater of Five Thousand Dollars (\$5,000) or five percent (5%) of the aggregate value of the trust estate.

D. Upon my death, the Trustee shall apportion and divide the trust estate into the following shares:

1. If my wife survives me, the trust estate shall be divided into the following shares:

a. The Trustee shall transfer and pay over to my wife, outright and free from this trust, that fractional share of the trust estate of which the numerator is the smallest amount of the assets of the trust estate that qualify for the marital deduction as will be sufficient to result in the lowest federal estate tax being imposed upon my estate, after taking into account the credit allowable under Section 2010 of the Code available to my estate for federal estate tax purposes, and the state death tax credit against such tax (but only to the extent that the use of such state death tax credit does not increase the state death tax payable to any state), and of which the denominator is the value of the trust estate. For purposes of establishing such fraction, the final determinations for federal estate tax purposes shall control. This share shall be hereinafter known as the "Marital Share".

(1) In no event shall there be included in this allocation any asset or the proceeds of any asset which does not qualify for the marital deduction for federal estate tax purposes.

(2) It is my intent to secure for my estate the marital deduction allowable by the Code in force on the occasion of my death to the extent set forth in paragraph D.1.a hereof, and I direct the Trustee to take whatever action may be necessary to obtain the marital deduction. If the effect of any provision of this Trust Agreement would be to prevent the allowance of the marital deduction with respect to the Marital Share, then I direct that such offending provisions shall not apply to the Marital Share, and this Trust Agreement shall be construed as if such offending provisions did not exist.

b. The other share, which shall consist of the remaining assets of the trust estate, shall be known as the "Family Trust" and administered in accordance with the terms and conditions of the FAMILY TRUST provisions hereof.

2. If my wife does not survive me, the entire trust estate shall be apportioned, administered and distributed in accordance with the terms of the Family Trust

