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Shelby Cnty Judge of Probate, AL
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CERTIFICATION OF TRUST
C. S. PHILLIPS REVOCABLE LIFE INSURANCE TRUST, DATED OCTOBER 6, 1988, AS RESTATED AND AMENDED

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

The undersigned, **JOSEPH S. BLUESTEIN** ("Affiant" or "Trustee"), as sole Trustee of the **C. S. PHILLIPS REVOCABLE LIFE INSURANCE TRUST, DATED OCTOBER 6, 1988, AS RESTATED AND AMENDED,** hereby certifies as follows:

1. On or about October 6, 1988, a trust (the "Trust") was validly established pursuant to that certain revocable trust agreement entitled the "C. S. Phillips Revocable Life Insurance Trust" entered into by C. S. Phillips, as Grantor thereunder (the "Trust Grantor"), and Mary McNabb Phillips, as Trustee thereunder (the "Original Trustee"), which revocable trust agreement was amended and restated in its entirety by that certain "Restatement of C. S. Phillips Revocable Life Insurance Trust" entered into by and between the Trust Grantor and the Original Trustee on or about November 24, 1998 (the "First Restatement"), and was again amended and restated in its entirety by that certain "Second Restatement of C. S. Phillips Revocable Life Insurance Trust Originally Dated October 6, 1988" entered into by and between the Trust Grantor and the said Trust Grantor, C. S. Phillips, and Joseph S. Bluestein, as Trustee thereunder, on or about May 18, 2010 (the "Second Restatement") (and which Second Restatement effectively removed the Original Trustee as a Trustee thereunder, and named the Trust Grantor, C. S. Phillips, and Joseph S. Bluestein to serve jointly as Trustee thereunder), and which Second Restatement was thereafter amended by that certain First Amendment thereto dated as of June 8, 2010 (the "First Amendment"), by that certain Second Amendment thereto dated as of June 3, 2014 (the "Second Amendment") (and pursuant to which Second Amendment Joseph S. Bluestein became the sole Trustee serving under the Trust Agreement and of each trust created thereunder), by that certain Third Amendment thereto dated June 6, 2017 (the "Third Amendment"), and by that certain Fourth Amendment thereto dated as of November 28, 2017 (the "Fourth Amendment;" and said revocable trust agreement, as so restated by the First Restatement and the Second Restatement, and as further amendment by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, being hereinafter referred to as the "Trust Agreement").

2. As hereinabove provided, pursuant to the Second Amendment, Joseph S. Bluestein became the sole Trustee serving under the Trust Agreement and of all trusts created thereunder, and continues to serve in said capacity as of the date of this instrument.

3. The Trust Agreement has not been revoked or terminated and is currently in existence; and, other than as set forth above, 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.

4. The Trust Grantor, who is one and the same person as Charles Sanders Phillips II, died on or about May 25, 2018, as evidenced by the attached copy of his death certificate. The Trust Agreement was revocable only during the life of the Trust Grantor and, by virtue of his death, is now irrevocable.

5. The mailing address of the Affiant is P. O. Box 55727, Birmingham, Alabama 35255-5727.

6. 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.

7. 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 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 Certification of Trust.

8. 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.

9. 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.

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Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on this 4th day of December, 2018.

Joseph S. Bluestein, as Sole Trustee under the C. S. Phillips Revocable Life Insurance Trust, Dated October 6, 1988, as Restated and 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 Sole Trustee under the C. S. Phillips Revocable Life Insurance Trust, Dated October 6, 1988, as Restated and 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 4th day of December, 2018.

(SEAL)

Notary Public
My Commission Expires: MY COMMISSION EXPIRES 10/11/2021

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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THE FRONT OF THIS DOCUMENT IS PINK - THE BACK OF THIS DOCUMENT IS BLUE AND HAS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

ANY ALTERATIONS VOID THIS DOCUMENT

ALABAMA
Center for Health Statistics
ALABAMA CERTIFICATE OF DEATH

State File Number 101 2018-21515

1. DECEASED LEGAL NAME: Charles Sanders Phillips II		2. DATE AND TIME OF DEATH: May 25, 2018 0605
3. ALIAS NAME(IF ANY): None Given		4. DATE AND TIME PRONOUNCED DEAD:
5. COUNTY OF DEATH: Jefferson	6. CITY, TOWN OR LOCATION OF DEATH AND ZIP CODE: Birmingham, 35210	7. PLACE OF DEATH: Fair Haven
8. SEX: Male	9. LAST NAME PRIOR TO FIRST MARRIAGE:	10. SERVED IN ARMED FORCES: Yes

11. AGE	UNDER 1 YEAR: MONTHS	DAYS	UNDER 1 DAY: HRS	MINS	12. DATE OF BIRTH	13. BIRTHPLACE (State or Foreign Country)	14. SOCIAL SECURITY NUMBER
91					Jan 29, 1927	Alabama	[redacted]

15. MARITAL STATUS: Widowed	16. SURVIVING SPOUSE NAME PRIOR TO FIRST MARRIAGE:	17. RESIDENCE STATE: Alabama
18. RESIDENCE COUNTY: Jefferson	19. CITY, TOWN OR LOCATION AND ZIP CODE: Birmingham, 35210	20. STREET ADDRESS: 1424 Montclair Road Apt 87

21. INFORMANT NAME, RELATIONSHIP AND ADDRESS: Elizabeth Goff Shackleford, Daughter, 95 Albright Farm Road, Montevallo, AL 35115

22. FATHER/PARENT NAME PRIOR TO FIRST MARRIAGE: Ellison Avery Phillips Sr	23. MOTHER/PARENT NAME PRIOR TO FIRST MARRIAGE: Madge Irene Daniel

24. DISPOSITION OF BODY: Cremation	25. CEMETERY OR CREMATORY: Charter Crematory	26. LOCATION: Calera, Alabama	
27. DATE OF DISPOSITION: May 27, 2018	28. FUNERAL DIRECTOR: William E Burdett	29. LICENSE NUMBER:	30. DATE SIGNED: Jun 1, 2018
31. FUNERAL HOME NAME AND ADDRESS: Charter Funeral Home and Crematory, 2521 U S Highway 31, Calera, AL 35040			32. LICENSE NUMBER:

33. **MEDICAL CERTIFICATION:** X CERTIFYING PHYSICIAN ___ MEDICAL EXAMINER ___ CORONER

34. NAME: David Cherry MD	35. LICENSE NUMBER: 27049	36. DATE SIGNED: May 31, 2018
37. ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH: 619 19th St S WP 915, Birmingham, Alabama 35294		
38. REGISTRAR: Nicole Henderson Rushing		39. DATE FILED: Jun 1, 2018

CAUSE OF DEATH

40. PART I. DISEASES, INJURIES OR COMPLICATIONS THAT CAUSED DEATH	INTERVAL
IMMEDIATE CAUSE A. Unspecified Diastolic Heart Failure	Unknown
DUE TO (OR AS A CONSEQUENCE OF):	
UNDERLYING CAUSE B.	
DUE TO (OR AS A CONSEQUENCE OF):	
C.	
DUE TO (OR AS A CONSEQUENCE OF):	
D.	

41. PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH:

42. MANNER OF DEATH	43. PREGNANT (IF FEMALE)	44. AUTOPSY	45. FINDINGS CONSIDERED	46. TOXICOLOGY	47. FINDINGS CONSIDERED	48. TOBACCO USE CONTRIBUTED TO DEATH
Natural Causes		Unk	Unk	Unk	Unk	Unknown

49. HOW INJURY OCCURRED		
50. DATE AND TIME OF INJURY	51. INJURY AT WORK	52. IF TRANSPORTATION INJURY, SPECIFY
53. PLACE OF INJURY	54. LOCATION OF INJURY	

ADPH HS E1/REV 01-16

This is an official certified copy of the original record filed in the Center of Health Statistics, Alabama Department of Public Health, Montgomery, Alabama. 2018-297-914-4

June 13, 2018

Nicole H. Rushing
Nicole Henderson Rushing
State Registrar of Vital Statistics

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FOURTH AMENDMENT TO SECOND RESTATEMENT OF

C.S. PHILLIPS REVOCABLE LIFE INSURANCE TRUST

ORIGINALLY DATED OCTOBER 6, 1988

****

THIS AGREEMENT, made and entered into on this 28th day of November, 2017, by the undersigned C.S. PHILLIPS, as Grantor and JOSEPH S. BLUESTEIN, as Trustee, as follows:

WITNESSETH:

WHEREAS, I did enter into a certain Revocable Life Insurance Trust Agreement dated the 6th day of October, 1988, with Mary McNabb Phillips, as Trustee, which was amended and restated in its entirety by a First Restatement thereto dated the 24th day of November, 1998, and again by a Second Restatement thereto dated the 18th day of May, 2010, and which was further amended by a First Amendment thereto dated the 8th day of June, 2010, and subsequently amended again by a Second Amendment thereto dated the 3rd day of June, 2014, and again by a Third Amendment thereto dated the 6th day of June, 2017 (hereinafter, as restated and amended, referred to as the "Trust"); and

WHEREAS, pursuant to the provisions of Item XVII of the 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 Trust in certain respects, as hereinafter provided; and

WHEREAS, among the provisions amended in the Second Amendment to Second Restatement was a change to provide that Joseph S. Bluestein is now serving as the sole Trustee of the Trust;

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

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

Witness

C.S. Phillips, as Grantor (SEAL)

Witness

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority in and for the State of Alabama at Large, hereby certify that C.S. Phillips, whose name is signed to the foregoing instrument as Grantor, 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 28th day of November, 2017.

Notary Public
My Commission Expires: _____
MY COMMISSION EXPIRES 02/21/2021

[SEAL]

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(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 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 28th day of November, 2017.

Notary Public
My Commission Expires: [illegible]

[SEAL]

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THIRD AMENDMENT TO SECOND RESTATEMENT OF

C.S. PHILLIPS REVOCABLE LIFE INSURANCE TRUST

ORIGINALLY DATED OCTOBER 6, 1988

****

THIS AGREEMENT, made and entered into on this 6th day of JUNE, 2017, by the undersigned C.S. PHILLIPS, as Grantor and JOSEPH S. BLUESTEIN, as Trustee, as follows:

WITNESSETH:

WHEREAS, I did enter into a certain Revocable Life Insurance Trust Agreement dated the 6th day of October, 1988, with Mary McNabb Phillips, as Trustee, which was amended and restated in its entirety by a First Restatement thereto dated the 24th day of November, 1998, and again by a Second Restatement thereto dated the 18th day of May, 2010, and which was further amended by a First Amendment thereto dated the 8th day of June, 2010, and again by a Second Amendment thereto dated the 3rd day of June, 2014 (hereinafter, as restated and amended, referred to as the "Trust"); and

WHEREAS, pursuant to the provisions of Item XVII of the 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 Trust in certain respects, as hereinafter provided; and

WHEREAS, among the provisions amended in the Second Amendment to Second Restatement was a change to provide that Joseph S. Bluestein is now serving as the sole Trustee of the Trust;

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

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

Witness

Witness

C.S. Phillips, as Grantor (SEAL)

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority in and for the State of Alabama at Large, hereby certify that C.S. Phillips, whose name is signed to the foregoing instrument as Grantor, 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 6th day of June, 2017.

Notary Public
My Commission Expires: 01-12-21

LINDA KAY STILL NOTARY PUBLIC ALABAMA STATE AT LARGE SEAL

MY COMMISSION EXPIRES JANUARY 12, 2021

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Joseph S. Bluestein, as Trustee (SEAL)

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority 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 6th day of June, 2017.

Notary Public
My Commission Expires: 1-12-21

(SEAL)

MY COMMISSION EXPIRES JANUARY 12, 2021

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SECOND AMENDMENT TO SECOND RESTATEMENT OF

C.S. PHILLIPS REVOCABLE LIFE INSURANCE TRUST

ORIGINALLY DATED OCTOBER 6, 1988

****

THIS AGREEMENT, made and entered into on this 3AD day of JUNE, 2014, by the undersigned C.S. PHILLIPS, as Grantor and JOSEPH S. BLUESTEIN as Trustee, as follows:

WITNESSETH:

WHEREAS, I entered into a certain revocable trust agreement dated the 6th day of October, 1988, known as the "C.S. Phillips Revocable Life Insurance Trust Agreement," by and between me as Grantor, and Mary McNabb Phillips, as Trustee, which has been amended and restated in its from time to time (hereinafter, as restated, referred to as the "Trust"); and

WHEREAS, pursuant to the provisions of Item XVII of the 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 Trust in certain respects, as hereinafter provided;

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

I.

Paragraph (a) of Item XVIII of the Trust Agreement, appearing on page 37 thereof, is hereby deleted in its entirety, and there is substituted in lieu and instead thereof the following:

"(a) Joseph S. Bluestein shall serve as the initial 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 Elizabeth H. Hutchins 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 Elizabeth H. Hutchins, then the chairman of the Estate Planning Department of Sirote &

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Permutt, P.C. (or any successor entity thereto whether by purchase, merger, consolidation, change of name or otherwise), 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 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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IN WITNESS WHEREOF, the parties have executed this instrument by affixing their hands and seals, on the day and year herein first written.

Witness

Witness

C.S. Phillips, as Grantor (SEAL)

Joseph S. Bluestein, as Trustee (SEAL)

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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 C.S. Phillips, whose name is signed to the foregoing instrument as Grantor, 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 3rd day of June, 2014.

Sandra H. Campbell
Notary Public
My Commission Expires: 01-22-2018

[SEAL]

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority 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 3rd day of June, 2014.

Sandra H. Campbell
Notary Public
My Commission Expires: 01-22-2018

[SEAL]

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FIRST AMENDMENT TO SECOND RESTATEMENT OF C.S. PHILLIPS

REVOCABLE LIFE INSURANCE TRUST

ORIGINALLY DATED OCTOBER 6, 1988

AS OF THE 8TH day of JUNE, 2010, I, C.S. PHILLIPS, also known as CHARLES S. PHILLIPS, II, the undersigned Grantor, hereby enter into this Amendment with C.S. PHILLIPS and JOSEPH S. BLUESTEIN, the undersigned Trustee, as follows:

WITNESSETH:

WHEREAS, I entered into a certain revocable trust agreement dated the 6th day of October, 1988, known as the "C.S. Phillips Revocable Life Insurance Trust Agreement," by and between me as Grantor, and Mary McNabb Phillips, as Trustee, which I amended and restated in its entirety on the 18th day of May, 2010 (hereinafter, as restated, referred to as the "Trust"); and

WHEREAS, pursuant to the provisions of Item XVII of the 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, the Trust is further amended as hereinafter stated.

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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.

Witness

C. S. Phillips, as Grantor and Trustee (SEAL)

Witness

Joseph S. Bluestein, as Trustee (SEAL)

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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 C. S. 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, he executed the same voluntarily on the day the same bears date.

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

Notary Public
My Commission Expires: 1-12-13

[SEAL]

STATE OF ALABAMA

COUNTY OF JEFFERSON

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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.

Notary Public
My Commission Expires: 1-12-13

[SEAL]

SECOND RESTATEMENT OF C.S. PHILLIPS REVOCABLE LIFE INSURANCE TRUST

ORIGINALLY DATED OCTOBER 6, 1988

AS OF THE 18th day of May, 2010, I, C. S. PHILLIPS, also known as CHARLES S. PHILLIPS, II, the undersigned Grantor, hereby enter into this Trust Agreement with C. S. PHILLIPS and JOSEPH S. BLUSTEIN, the undersigned Trustee, as follows:

WITNESSETH:

WHEREAS, I entered into a certain revocable trust agreement dated the 6th day of October, 1988, known as the "C. S. Phillips Revocable Life Insurance Trust Agreement," by and between me as Grantor, and Mary McNabb Phillips, as Trustee, which I amended and restated in its entirety by that certain Restatement of C.S. Phillips Revocable Life Insurance Trust Agreement dated the 24th day of November, 1998 (hereinafter, as restated, referred to as the "Trust");

WHEREAS, pursuant to the provisions of Section X of the Trust, I reserved the power to revoke, modify or amend the instrument, in whole or in part;

WHEREAS, I am now desirous of substantially amending the Trust in certain respects and believe the amendments will be better understood if the entire agreement is restated;

WHEREAS, among such amendments, I am naming myself and Joseph S. Bluestein to serve as Trustee of the Trust.

NOW, THEREFORE, in consideration of the premises, the Trust is amended in its entirety by substituting in place of the Trust this Second Restatement to read as follows:

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ITEM XVI

LIABILITY OF TRUSTEE

I specifically release the Trustee and any successor Trustee from any liability under the terms hereof, except for conduct involving gross negligence or fraud. I further release the Trustee and any successor Trustee from the necessity of making bond of any nature or description. I also release the Trustee or any successor Trustee from filing any accounting in any court, but I direct that the Trustee or any successor Trustee shall make available to any income beneficiary records showing all income and disbursements of said trust.

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 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.

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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, then I direct that Mary McNabb Phillips shall serve and act as Trustee of the trusts created in this Trust Agreement along with the other then-serving Trustee. 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 along with the other then-serving Trustee. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of 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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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,

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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.

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

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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 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 wife the substantial present enjoyment of all income of any trust established hereunder which qualifies for the estate tax marital deduction, for and during her lifetime.

n) Any provision in this trust agreement to the contrary notwithstanding, I hereby give and grant unto my said wife 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 any trust created hereunder which qualifies for the estate tax marital deduction 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,

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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;

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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).

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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).

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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.

Witness

C. S. Phillips, as Grantor and Trustee (SEAL)

Witness

Joseph S. Bluestein, as Trustee (SEAL)

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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 C. S. 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 18th day of May, 2010.

Notary Public
My Commission Expires: 1-12-13

[SEAL]

STATE OF ALABAMA

COUNTY OF JEFFERSON

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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 18th day of May, 2010.

Notary Public
My Commission Expires: 1-12-13

[SEAL]