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CERTIFICATION OF TRUST PROVISIONS

OF

WILLIAM J. DORE LIVING TRUST

The undersigned Attorney hereby certifies that the provisions that follow represent a true and correct copy of certain provisions contained in the Fourth Amended and Restated William J. Dore Living Trust:

ARTICLE I

RIGHTS OF THE GRANTOR

1.1. Right to Revoke, Alter and Amend. During the Grantor's lifetime, he shall have the right at any time and from time to:

- (a) modify, alter and amend this Agreement;
- (b) revoke this Agreement and terminate the trust created pursuant to the provisions hereof, in whole or in part, and immediately upon such revocation and termination, the Trustee shall redeliver to the Grantor the entire trust estate or the portion thereof to which such revocation relates;
- (c) add property of any nature to the trust estate of the Trust, to be held, administered and distributed as a part thereof, or to withdraw or direct the distribution of any portion or all of the trust estate of the Trust;
- (d) designate successor Trustees, appoint Co-Trustees or remove any Trustee or Co-Trustee, appointing any one or more persons or corporations or combination thereof as successor Trustee or Co-Trustees; and
- (e) direct the Trustee to use property from the trust estate as collateral for any personal obligation of the Grantor or any other person.

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1.2. Grantor's Rights with Respect to Insurance Policies. \* \* \*

1.3. Right to Net Income and Principal. \* \* \*

1.4. Gifts. \* \* \*

1.5. Grantor as Managing Co-Trustee. The Grantor is also the duly serving Managing

Co-Trustee hereunder and has named a Custodial Co-Trustee. The Grantor hereby provides that the Custodial Co-Trustee shall have all of those rights, powers, and duties that are permitted for a Custodial Trustee under Section 14.3. The duties and liabilities of the Custodial Co-Trustee shall also be limited as Section 14.3 provides. For the purpose of clarity, (i) the Grantor retains for himself, as Managing Co-Trustee, investment discretion and authority over those trust assets held by the Custodial Co-Trustee, and (ii) the Grantor's grant of certain powers to the Custodial Co-Trustee is non-exclusive; a Managing Co-Trustee may also exercise those powers.

ARTICLE II

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ARTICLE III

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ARTICLE IV

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ARTICLE V

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ARTICLE VI

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ARTICLE IX

TRUSTEE POWERS, RIGHTS AND DUTIES

9.1. Powers of Trustees. In addition to the powers conferred by law upon trustees, and not by way of limitation thereof, the Trustee of each separate trust is hereby authorized, at any time or from time to time, to exercise the following powers for the sole benefit of the beneficiary or beneficiaries of such trust or to refrain from exercising any of such powers:

- (a) to make any allocation, division or distribution of the trust estate in kind, or partly in kind and partly in money, including, but not limited to, by means of the purchase of an annuity contract or other property for the benefit of a beneficiary to whom a distribution is to be made, and to determine the value of property so allocated, divided or distributed;
- (b) to hold, manage, improve, repair and control all property, real or personal, at any time forming a part of the trust estate; to continue to hold any or all property, real or personal, received by the Trustee as a part of the trust estate or as an addition to the trust estate, even though the same be of a character other than that prescribed by law for the investment of trust funds or be of a larger proportion in one or more investments than the trust estate should, but for this provision, hold, including residential property, and irrespective of any risk, nonproductiveness or lack of diversification;
- (c) to sell or to offer to sell for cash, credit or installments at public or private sale, to grant options to purchase, and to convey or exchange any and all of the property at any time forming a part of the trust estate, or any life estate, term of years, remainder or reversion therein for such price, including property of equivalent value (whether or not of like kind or similar use, and including life estates, terms of years, remainders or reversions), and upon such terms as the Trustee shall determine;
- (d) to lease or license the use of any tangible or intangible personal property at any time forming a part of the trust estate upon such terms as the Trustee shall determine;
- (e) to borrow money from any person including the Trustee; to extend or renew any existing indebtedness, and to mortgage or pledge any property at any time forming a part of the trust estate; to guarantee payment of any loan from a third person to a beneficiary or to a partnership of which a beneficiary or the trust is a general or limited partner and to pledge or hypothecate all or any part of the trust estate as collateral for such guarantee;
- (f) to settle, compromise, contest, agree to arbitrate and be bound thereby, extend the time for payment or abandon claims (including claims for taxes or penalties) or demands in favor of or against the trust estate or any part thereof; to reduce the interest rate upon any indebtedness to the trust when the Trustee shall deem such to be for the best interests of the trust; to consent to the extension of the period of limitations on assessment of any tax or penalty; to execute any contract, waiver, release, closing agreement, settlement or stipulation in connection with the above;

- (g) to sell, convey, release, mortgage, encumber, lease, partition, improve, manage, insure against loss, protect and subdivide any real estate, interests therein or parts thereof; to dedicate for public use, to vacate any subdivisions or parts thereof, to resubdivide, to contract to sell, to grant options to purchase, to sell on any terms; to convey, mortgage, pledge or otherwise encumber said property, or any part thereof; to lease said property or any part thereof from time to time, in possession or reversion, by leases to commence in praesenti or in futuro and upon any terms and for any period of time, including a period extending beyond the term of the trust, and to renew or extend leases, to amend, change, or modify the terms and provisions of any leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversions; to partition or to exchange said real property or any part thereof for other real or personal property; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to said property or any part thereof; to construct or reconstruct, remodel, alter, repair, add to or take from buildings on said property; to purchase or hold real estate, improved or unimproved, or any reversion in real estate subject to lease; to insure the Trustee and any person having an interest in or responsibility for the care, management or repair of such property against such risks as the Trustee deems advisable, and to charge the premiums therefor as an expense of the trust estate; to direct, or to authorize any other person to direct, the trustee of any land trust of which the trust is a beneficiary to mortgage, lease, convey or contract to convey the real estate held in such land trust or to execute and deliver deeds, mortgages, notes, and any and all documents pertaining to the property subject to such land trust or in any matter regarding such trust; to execute assignments of all or any part of the beneficial interest in such land trusts;
- (h) to abandon any property, real or personal, which the Trustee shall deem to be worthless or not of sufficient value to warrant keeping, protecting or maintaining; to abstain from the payment of installments due on purchase contracts or mortgages, taxes, water rents, assessments, repairs and maintenance with respect to any such property; to permit any such property to be lost by foreclosure, tax sale or other proceedings; to convey any such property for a nominal consideration or without consideration; to permit the expiration of any renewal, sale, exchange or purchase option with respect to any property or lease thereof;
- (i) to purchase or otherwise acquire or to invest, reinvest or refrain from investing the trust estate wholly or partially in common stock or in any other securities or other type or types of assets (without regard to whether such shall be listed on any stock exchange or other public market, registered with any securities commissions or similar bodies or subject to contractual, legal or other restrictions, including "investment letter" restrictions), including but not limited to, bonds, notes, debentures, mortgages, preferred stocks, puts or calls, voting trust certificates, beneficial interests in land

trusts, interests or shares in common trust funds, mutual funds, "open-end" or "closed-end" investment funds or trusts, real estate investment trusts or savings and loan or building and loan associations, oil, gas or other mineral interests or natural resources, motion picture, radio, television or CATV productions, programming and licenses, livestock or other animals, commodities, foreign exchange, insurance or endowment policies, annuities, variable annuities or other property or undivided interests in property, foreign or domestic, as the Trustee may deem advisable without being limited by any statute or rule of law regarding investments by trustees; and in that connection, without limiting the generality of the foregoing, to invest the trust estate or any part thereof in any partnership, limited partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company or Massachusetts trust and to have and to exercise all the powers of management and participation in the management necessary and incident to a membership in such partnership, limited partnership, limited liability company, limited liability partnership, or other venture, including the making of charitable contributions or of any election available under any tax law, and at any time to participate in the incorporation of any such partnership, limited partnership, limited liability company, limited liability partnership, or other venture; to open accounts, margin or otherwise, with brokerage firms, banks or others, to invest the funds of the trust estate in, and to conduct, maintain and operate such accounts directly or through an agent for the purchase, sale, and exchange of commodities, stock, bonds and other securities, and in connection therewith, to borrow money, obtain guarantees, and engage in all other activities necessary or incidental to conducting, maintaining and operating such accounts

- (j) to purchase or otherwise acquire, for cash, credit or installments, or to invest in, reinvest in, retain or continue for an indefinite term, any business or business interests, as shareholder, creditor, partner, proprietor, member, or otherwise, even though it may be closely or privately held or may constitute all or a large portion of the trust estate of a separate trust, without the necessity or requirement of application to or order from any court in any jurisdiction; to participate in the conduct of such business or to rely upon others to do so, and to take or delegate to others discretionary power to take any action with respect to its management and affairs which an individual could take as owner of such business, including the voting of stock and the determination of all questions of policy; to take possession of the assets of such business, and to exercise complete control and management of such business, and in connection therewith to enter into and perform contracts, commitments, orders and engagements; to incur expenses and debts in connection with the conduct and operation of such business, and to pay and discharge such expenses and debts; to join in and execute partnership agreements, operating agreements, and amendments thereto; to participate in any incorporation, reorganization, merger, consolidation, recapitalization, liquidation or dissolution of such business or any change in its nature and to retain and continue such

changed or successor business; to invest additional capital in, subscribe to or buy additional stock or securities of or make or guarantee new or increased secured, unsecured or subordinated loans to any business, with trust funds; to rely upon the reports of certified public accountants as to the operations and financial condition of any business, without independent investigation and without obligation to file any report with any court in any jurisdiction; to elect, employ and compensate directors, officers, employees or agents of any business, who may include the Trustee or a director, officer or agent of the Trustee; to deal with and act for such business in any capacity, including any banking or trust capacity and the loaning of money out of a Trustee's own funds, and to be compensated therefor; to sell, pledge or liquidate any interest in such business;

- (k) to exercise, or refrain from exercising, any election available under any tax law; to determine whether receipts shall constitute principal or income and whether expenses are properly chargeable to principal or income; (except as otherwise provided herein, the Trustee shall be governed in such determination by the provisions of the Principal and Income Act from time to time in force in the jurisdiction whose laws shall control the administration of the trust, or if there shall be no such act in force, by the Revised Uniform Principal and Income Act promulgated by the National Conference of Commissioners on Uniform State Laws, as then amended; in any instance not governed by any such Act, the Trustee is hereby authorized to determine what shall be charged or credited to income and what to principal and the determination of the Trustee shall be conclusive upon all persons); provided, however, that any capital gain dividends from investments in mutual funds, common trust funds or real estate investment trusts shall be deemed principal; to establish out of income and credit to principal reasonable reserves for the depreciation of tangible property or the amortization or depletion of other wasting assets; to amortize premiums paid on the purchase of securities or other property;
- (l) to employ, and pay reasonable compensation to such agents, contractors, brokers, advisors, trustees, title-holders, escrowees, custodians, depositories, accountants, attorneys, investment counsel, appraisers, insurers and others (who may be the Trustee himself in such other capacity or any firm with which the Trustee is associated) as may be necessary or desirable in managing and protecting the trust estate, and to execute any general or limited direction or power of attorney to reflect such employment, and, as to any such investment counsel or advisor, the trustee may, without notice to the beneficiaries, delegate to it such investment responsibilities as the trustee deems appropriate, regardless of whether such investment counsel or advisor shall be subject to the jurisdiction of the courts of the trust's situs;
- (m) to vote, or refrain from voting, any corporate stock either in person or by general or

limited proxy, for any purpose, including without limiting the generality of the foregoing, for the purpose of electing the Trustee or beneficiary as a director of any such corporation; to exercise, or refrain from exercising, or to sell any conversion privilege, warrant, option or subscription right with respect to any security forming a part of the trust estate; to consent to take any action in connection with and receive and retain any securities resulting from any reorganization, consolidation, merger, readjustment of the financial structure, sale, lease, mortgage, or other disposition of the assets of any corporation or other organization the securities of which may at any time form a part of the trust estate; to deposit any securities with or under the direction of a committee formed to protect said securities and to consent to or participate in any action taken or recommended by such committee; to pay all assessments, subscriptions and other sums of money which may seem expedient for the protection of the interest of such trust as the holder of such stocks, bonds or other securities; to enter into an agreement making said trust liable for a pro rata share of the liabilities of any corporation which is being dissolved and in which stock is held, when in the opinion of the Trustee such action is necessary to the plan of liquidation and dissolution of any such corporation; to join in and vote for participation in or modification or cancellation of any restrictive purchase or retirement agreement relating to any partnership interest or corporate stock, or limited liability company interest held as a portion of such trust; to join in the formation, modification, amendment, extension or cancellation of any voting trust;

- (n) to accept, or refuse to accept, any additions or gifts of money or property to the trust estate and to receive distributions, devises or bequests from any other trust or estate or pursuant to the exercise of any power of appointment, and all of such additions, gifts, distributions, devises and bequests shall be added to the trust estate and held, administered and distributed as a part thereof;
- (o) to transfer any property which may at any time form a part of the trust estate into a separate trust, including without limitation a land trust, for the benefit of the transferor-trust or of any beneficiary thereof, the Trustee of such transferee-trust to be the transferor-Trustee or any other person, persons, corporation or combination thereof, upon such terms and conditions as the transferor-Trustee shall determine, and from time to time to withdraw all or a portion of such property or the proceeds thereof or to revoke such a transferee-trust; to cause any securities, bank accounts, safety deposit boxes or vaults or other property, real or personal, which may at any time form a part of the trust estate to be issued, held, registered or recorded in any Trustee's individual name, or assumed name, either with or without indication of any fiduciary capacity, or in the name of a nominee, or in such form that title will pass by delivery;
- (p) to apply for, purchase, accept, own and retain insurance policies and annuity contracts on the life of any person, and all right, title and interest in and to, and all

rights, powers and privileges accruing under any life insurance policies or annuity contracts forming a part of the trust estate at any time, and the proceeds thereof, shall be the property of, belong to, and be exercisable by the Trustee as sole owner of said policies or contracts, including without limitation the right to receive or apply dividends or distributive shares of surplus, disability benefits, surrender values, or the proceeds of matured endowments; to obtain and receive from the respective insurers, or issuers, such advances and loans on account of such policies or contracts as may be available; to exercise any option, right or privilege granted in a policy or contract; to sell, assign or pledge a policy or contract; to change the beneficiary of a policy, except that no one other than the Trustee (as Trustee and not individually) may be named as beneficiary of a policy so changed; to convert a policy into other forms of insurance; and to exercise any and all other rights, powers and privileges which the owner of such policies or contracts may have thereunder, whether or not hereinabove mentioned; and the insurer or issuer under each such policy or contract is authorized to make payments to the Trustee, to act solely upon the instructions of the Trustee, and in every respect to deal solely with the Trustee as the absolute owner of said policy or contract, and such insurer or issuer shall not be responsible for the proper application or disposition of any funds paid by it to the Trustee; and the receipt of the Trustee to each insurer or issuer shall be effective to release and discharge such insurer or issuer for any payment so made, and shall be binding upon every beneficiary of each trust hereby created;

- (q) except as may otherwise be expressly provided herein, to pay premiums on insurance on the life of any person and on any annuity contract; provided, however, that the Trustee shall be under no duty to pay any premium, assessment, or other charges necessary to maintain in force any insurance policy or contract, and shall be under no duty either to keep informed with respect to such payments or to take any other action to maintain in force any such policy or contract;
- (r) upon the maturity of each insurance policy and annuity contract which may at any time form part of the trust estate or of which the Trustee may at any time be designated as beneficiary or payee, by reason of the death of the insured or otherwise, to make timely proofs of death and such other proofs as may be necessary to collect the proceeds due by reason of the maturing of such policies and contracts or permit the proceeds of any such policy or contract payable to the Trustee, or any share or portion of such proceeds, to remain with the insurer or issuer of any such annuity under any option available under the terms of such policies or contracts, to institute and maintain any proceeding at law or in equity to enforce any payment of any such policy or contract, and to do and perform any and all acts and things which may be necessary or proper for the purpose of collecting any sums which may be due and payable pursuant to the terms and provisions of any such policy or contract; provided, however, that the Trustee shall not be

required to maintain any such litigation unless the Trustee shall be indemnified to the Trustee's satisfaction against all expenses and liabilities arising on account of such litigation; to compromise and adjust claims arising out of any such policy or contract, upon such terms and conditions as the Trustee may deem best, and the decisions of the Trustee shall be binding and conclusive upon all persons beneficially interested in the trust; to give receipts to any insurer or issuer of any such annuity for any amount received by the Trustee as the proceeds of any such policy or contract, and such receipt by the Trustee shall be a complete discharge from further liability thereunder to such insurer or such issuer of such annuity and such insurer or such issuer of such annuity shall not be required to see to the application of any such proceeds received by the Trustee; provided, however, that the Trustee shall not reimburse any person interested in any insurance policy on account of the application of any of the proceeds or surrender value of such policy in satisfaction of any indebtedness to which such policy is subject, nor shall said person be subrogated to the rights of the creditors in any collateral because of such indebtedness;

- (s) to open and maintain one or more savings accounts or checking accounts and to rent one or more safety deposit boxes or vaults with any bank, trust company, safe deposit box company, savings and loan association or building and loan association, public or private, wherever located, whether within or without the United States of America, even if, in the case of a bank or trust company, such bank or trust company shall be acting as Trustee of such trust; to deposit to the credit of such account or accounts all or any part of the funds belonging to the trust estate whether or not such funds may earn interest; from time to time to remove some or all of the items placed in any safety deposit box or vault, or to withdraw a portion or all of the funds so deposited in any such account; any such removal to be carried out by and any such withdrawal to be effected by a check, written direction or other instrument signed by the Trustee or such other person or persons as the Trustee may from time to time authorize, or if more than one Trustee shall be acting, by such one or more of the Trustees as shall be designated in writing by a majority of the Trustees, or by such other person or persons as said majority of the Trustees may from time to time authorize; and any such bank or company or association is hereby authorized to allow such person or persons access to the box or vault and to pay such check or other instrument and also to receive the same for deposit to the credit of any holder thereof when so signed and properly endorsed without inquiry of any kind, and access when allowed and payments when so made by such bank or company or association shall not be subject to criticism or objection by any person concerned or interested in any way in the trust;
- (t) to lend the principal or income of the trust estate of a separate trust to a beneficiary of such trust, without interest and without security, or to make loans to or guarantee loans by any other person, partnership, limited liability company, limited liability partnership, corporation, trust or estate upon such terms as the Trustee may

deem advisable, any such loan may be with or without security and may be subordinated to other obligations of the indebted party; to deal in every way and Without limitation or restriction with the executor, trustee or other representative of any other trust or estate whether or not the beneficiary has any existing or future interest therein (and even though the Trustee is acting in such other capacity);

- (u) to designate a name for any separate trust created hereunder, and a collective name for any two or more of such trusts, and from time to time, to change the name of any separate trust or the collective name of any two or more of such trusts; to merge or consolidate any two or more trusts held by the Trustee, whether created hereunder or under any other instrument, which have substantially similar terms for identical beneficiaries and remaindermen, keeping in mind all relevant factors, including without limitation, differing perpetuities and transfer tax characteristics (any such determination shall be made in the trustee's sole discretion without liability for any reason); to divide any separate trust into two or more equal or unequal separate trusts to be held by the Trustee under the identical terms and for the identical beneficiaries and remaindermen as said trust shall have been held before such division; except as otherwise provided herein, to allocate different kinds or disproportionate shares of property or undivided interests in property of a separate trust among the beneficiaries thereof or among trusts into which such trust shall have been divided; to determine the value thereof; to make joint investments for any separate trusts hereunder or of which the Trustee is trustee or co-trustee, to designate a name for such joint investments and to hold such joint investments as a common fund for purposes of administration, dividing the net income (gains or losses) therefrom in the same proportion as the respective interests of such trusts therein;
- (v) upon written request of a beneficiary, to render annual statements of the receipts and disbursements and of the financial condition of the trust to such beneficiary; to charge and receive from the trust estate a fair and just compensation (or to waive such compensation) for services rendered as Trustee; to be reimbursed from the trust estate for all reasonable expenses incurred in the management and distribution of the trust; in any contract or agreement made by the Trustee on behalf of the trust, to provide against personal liability of any individual, and the rights or obligations created under and by virtue of such contract or agreement shall belong to or be the obligation of such trust; to be reimbursed from the trust estate for any tax or penalty paid by the Trustee during the existence of the trust or thereafter, and if such trust estate is insufficient or if such trust be then terminated, to be reimbursed by the person or persons to whom the property of such trust shall have been distributed to the extent of the amount received by each such person (before making any distribution of either income or principal, the Trustee may accordingly require an undertaking by the distributee in form satisfactory to the Trustee to reimburse the Trustee for all such taxes and penalties, or the

Trustee may withhold distribution of a reasonable amount required to meet any taxes, interest and penalties thereon pending release of any tax lien or the final determination of any tax controversy); to secure from any beneficiary a full and complete release from any and all liabilities whatever attributable to any acts by the Trustee or any decisions by the Trustee to act or refrain from acting in any manner whatsoever with respect to the investment of the assets of the trust estate, retention of any or all trust assets, and the sale or disposition of any or all trust assets; to secure the written approval by any beneficiary of any account or statement; to settle the account of a deceased, incapacitated or resigned Trustee, and the Trustee or any beneficiary of any separate trust may, without liability to any present or future beneficiary or any other person, approve the accounts of and give a full and complete release and discharge to any deceased, incapacitated or resigned Trustee; any approval, release or discharge given under this subsection (v) shall be conclusively binding on all persons having any interest in the trust, including each beneficiary and all of said beneficiary's descendants (including then unborn descendants), heirs or appointees who may then have or thereafter acquire any interest in the trust;

- (w) at any time and from time to time, and subject to revocation at any time, to delegate the authorities, discretions and powers, or any of them, herein conferred upon a Trustee, or the custody of any or all property comprising the trust estate, to any one or more Co-Trustees then acting, such delegation and all revocations thereof to be evidenced by an instrument in writing signed, acknowledged and delivered to the Co-Trustee or Co-Trustees and the beneficiary or beneficiaries of the trust; to transfer the situs of any or all trust assets to any other place whether within or without the United States; to appoint any bank or trust company as Substitute Trustee as to such assets, and at will to remove (and approve the accounts and give full release and discharge to) any Substitute Trustee so appointed and to appoint another such Substitute Trustee or to rescind such appointment;
- (x) to make any payment, to receive any money, to take any action and to make, execute and deliver and receive any contract, deed, instrument or document which may be deemed necessary or advisable to exercise any of the foregoing powers or to carry into effect any provision herein contained; in addition to the powers enumerated hereinabove, to do all other acts which in the judgment of the Trustee are necessary or desirable for the proper administration of the trust estate;

Provided, however, that nothing herein contained shall be construed to enable the Trustee to lend the principal or income of the trust estate, directly or indirectly, to any person (other than the Grantor during the Grantor's lifetime) who shall be deemed to be a grantor of such trust estate without adequate interest and security, nor enable any person (other than the Grantor during the Grantor's lifetime) to purchase, exchange or otherwise deal with or dispose of the principal or income of the trust estate for less than an adequate consideration in money or money's worth.

9.2. Third Parties and Bond. No person dealing with the Trustee of any separate trust shall be obligated to inquire as to the powers of such Trustee or to see to the application of any money or property delivered to such Trustee. Such Trustee shall not be required to obtain authority from or approval of any court in the exercise of any power conferred upon him hereunder. No Trustee shall be required to make any current reports or accountings to any court nor to furnish a bond for the proper performance of the duties of the Trustee as Trustee of any separate trust; but if any such bond is nevertheless required by any law, statute or rule of court, no surety shall be required thereon.

9.3. Trustee Liability. No Trustee of any separate trust shall be liable for any loss, liability, expense or damage to the trust estate of such trust occasioned by such Trustee's acts or omissions in good faith in the administration of such trust (including acts and omissions in reliance on opinion of counsel) and in any event the Trustee shall be liable only for willful default, wrongdoing, or gross negligence, but not for honest errors of judgment. Except as otherwise specifically provided herein any Trustee may rely upon any notice, certificate, Will, affidavit, letter, telegram, or other paper or document believed by such Trustee to be valid or genuine, or upon any evidence deemed by the Trustee to be sufficient, in making any payment, allocation or distribution hereunder. The Trustee shall incur no liability for any payment or distribution made in good faith and without actual notice or knowledge of a changed condition or status affecting any person's interest in separate trust. This Section 9.3 is intended to protect the Trustee under the stated circumstances and is not intended to affect the rights hereunder of any person.

9.4. Majority Determination. Except as otherwise provided herein, in the event of a disagreement among the Trustees, the views of the majority shall prevail. The affirmative vote of a majority of those authorized to vote on any matter shall constitute a majority. If but two Trustees shall be authorized to vote on any matter, the affirmative vote of both shall be required. Failure to obtain a majority shall be treated as if the Trustees failed to act. All votes shall be taken within thirty (30) days of the date of the event which requires a decision to be made. Any Trustee who shall cast a negative vote with respect to any action or any failure to act shall not be liable or responsible for such action or failure to act.

9.5. Powers Relating to Generation-Skipping Transfers. Notwithstanding any provision herein to the contrary, in addition to the powers conferred by law upon trustees and those powers set forth in Section 9.1 of this Article IX, and not by way of limitation thereof, the Trustee of each separate trust hereunder is hereby authorized, at any time or from time to time, in the Trustee's sole discretion, to exercise the following powers for the sole benefit of the beneficiary or beneficiaries of such trust or to refrain from exercising any of such powers.

- (a) to divide the trust estate of any separate trust hereunder which has (or otherwise would have) an inclusion ratio, as defined in Section 2642 of the Code, of neither 100 percent nor zero into two separate trusts representing two fractional shares of the trust estate being divided, one to have an inclusion ratio of 100 percent and the other to have an inclusion ratio of zero; and

- (b) with respect to all or any part of the trust estate of any separate trust hereunder (including a pecuniary amount) which shall not have been allocated any portion of the Grantor's "GST exemption," as defined under Section 2631 of the Code: (i) to create a testamentary general power of appointment, within the meaning of Section 2041 of the Code, in any such beneficiary who is a "non-skip person," and (ii) to eliminate such power for all or any part of such trust estate as to which such power was previously created. The Trustee shall be further authorized at any time to divide the trust estate of such trust into two fractional shares based upon the portion of the trust estate which would then be includable in such beneficiary's gross estate by reason of holding such a power if such beneficiary died immediately before such division, and to create the aforesaid power with respect to one such share but not the other. The Trustee may at any time exercise the power to create or eliminate a testamentary general power of appointment, as described herein, by an instrument in writing delivered to said beneficiary. In authorizing the foregoing action it is the Grantor's hope (but the Grantor does not so direct) that a general testamentary power of appointment will be kept in effect when the Trustee believes the inclusion of the trust estate affected thereby in such beneficiary's gross estate may achieve significant income tax benefits or a significant savings in transfer taxes by having an estate tax rather than a generation-skipping transfer tax imposed on the property subject to such power. Notwithstanding the above powers, a Co-Trustee who also is a beneficiary is prohibited from creating a testamentary general power of appointment in his or her favor, and such power shall be exercisable only by the other Co-Trustee.

Upon division of the trust estate of any trust hereunder by the Trustee, each such share of the trust estate shall be administered as a separate trust; provided, however that the Trustee shall be authorized in his sole discretion to combine such separate trusts into a single trust at any time after the aforesaid division.

9.6. Payment of Generation-Skipping Transfer Tax. Notwithstanding any provision herein to the contrary, in the event a distribution from any separate trust hereunder or the occurrence of any other event relating to a separate trust hereunder shall cause or shall be deemed to be a "generation-skipping transfer," as defined under Chapter 13 of the Code, with respect to all or any portion of such separate trust, the Trustee of such trust in his sole discretion, shall be authorized (but not directed) to pay from the remaining trust estate of such trust any generation-skipping transfer tax or portion thereof, including any interest and penalties thereon, which may be assessed by reason of such distribution or other occurrence.

9.7. Predeceased Child. Solely for purposes of determining whether any transfer hereunder is a generation-skipping transfer as defined under Chapter 13 of the Code, any individual who is both a lincal descendant of a parent of the Grantor (or the Grantor's spouse or former spouse) and also a parent of the transferee, and who dies within ninety (90) days after the Grantor's death, shall be deemed to have predeceased the Grantor, if the effect thereof shall be to adjust the generation assignment of the transferee, as provided in Sections 2612 and 2651 of the Code, and the regulations

promulgated thereunder.

9.8 Early Termination of Small Trusts. Notwithstanding anything hereinabove contained to the contrary, if at any time any trust or separate share thereof created hereunder, in the sole judgment and determination of the Trustee then acting as such hereunder, shall be of a value which makes the retention of such trust or share thereof too costly in relation to the value of retention of the trust for the beneficiary or beneficiaries thereof, the Trustee, in its sole discretion, may terminate such trust or share thereof and distribute the entire remaining principal thereof to the income-beneficiaries thereunder. In exercising such discretion, the Trustee shall take into consideration the age, capacity, maturity and financial experience of each such income-beneficiary and any other such factors which the Trustee shall deem pertinent.

ARTICLE X

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ARTICLE XI

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ARTICLE XII

SUCCESSOR TRUSTEES

12.1. Meaning of Trustee. Wherever reference is made herein to the "Trustee," such reference shall be deemed to include the singular and plural thereof wherever the context and facts require, and to include any and all successor Trustees at any time acting as the Trustee of a separate trust, unless otherwise specifically provided herein to the contrary.

12.2. Resignation of Trustee. Any Trustee of any separate trust may resign at any time by written notice delivered to each Co-Trustee, if any, and to the resigning Trustee's successor as Trustee, if known, or if not known, to any beneficiary of such trust. The resignation, refusal, failure or inability of any Trustee to act as Trustee of any separate trust shall not prevent said Trustee from acting as Trustee of any other trust.

12.3. Powers, Rights and Duties of Successors. Each successor Trustee shall automatically acquire as of the date of a vacancy all of the title to each asset of the trust estate, powers and discretion which are then vested in his predecessor, without the necessity of any conveyance or transfer, but any predecessor Trustee shall execute all documents and do all acts necessary to vest and indicate such title in such successor Trustee.

12.4. Liability of Successors. No successor Trustee shall be liable for the acts or defaults of any predecessor Trustee, nor for any loss or expense from anything done or neglected

to be done by any predecessor Trustee, but such successor Trustee shall be liable only for his own willful wrongdoing or gross negligence with respect to property received by him as Trustee.

Any successor Trustee who shall be then acting as Trustee pursuant to a notice of vacancy shall not be guilty of any wrongdoing merely because he is acting as successor Trustee if it shall later be discovered that another has been designated as successor Trustee pursuant to any provisions herein.

12.5. Vacancy. Except as otherwise provided herein, a vacancy in the trusteeship shall be deemed to exist in the event of the death, resignation, refusal, failure or inability of any person to act as Trustee or Co-Trustee of a separate trust. Notice of a vacancy in the trusteeship shall be effective if given to the next successor Trustee by an instrument in writing signed by the resigning predecessor Trustee, a then acting Co-Trustee or a beneficiary of such separate trust, and delivered to such successor Trustee and any one of the other then acting Co-Trustees. Immediately upon receipt of such notice, the recipient shall act as Trustee (or Co-Trustee) or shall decline in writing to act.

12.6. Appointment of Successor Trustee. In the event of the resignation or refusal to act of a trustee as Trustee of a separate trust, and if there shall be no successor Trustee named herein or designated pursuant to an exercise of the power to designate successor Trustees, a successor trustee to fill the vacancy in the trusteeship so occurring shall be appointed by the beneficiary of such trust (or if there shall be more than one beneficiary of such trust, by the beneficiaries jointly and unanimously) by an instrument in writing delivered to the vacating and the successor trustees. The powers granted to a beneficiary of a separate trust pursuant to this Section 12.6 may be completely and irrevocably released by a written instrument signed by said beneficiary and delivered to the trustee of such separate trust.

12.7. Merger of Corporate Trustee. If any corporate trustee at any time acting as Trustee of a separate trust shall be merged into or consolidated with or shall sell or transfer all or substantially all of its assets and business to any other corporation, or shall be in any manner reorganized or reincorporated, the corporation to which such sale or transfer shall be made or the corporation resulting therefrom shall thereupon become the Trustee of such trust without any further act on the part of any Trustee or beneficiary of such trust.

12.8. Power to Designate Successor Trustees. If any person herein shall have the "power to designate successor Trustees" of a separate trust, such person shall be sometimes referred to as a "designator." The successor Trustee to fill any vacancy in the trusteeship of such trust (and each further successor Trustee) shall be such one or more persons (other than a person who shall be deemed to be a grantor of such trust) or corporations or combination thereof who shall be designated by name or by a plan of succession established by a designator, or the designator may provide that a vacancy shall not be filled if at least one Trustee shall then be acting or shall then be capable of acting and willing to act. Any such designation shall be effective only to supplement and not to contravene any appointment herein or any previous designation which shall not have been revoked as hereinafter provided. Any such designation shall be made either: (a) by an instrument in

writing signed by the designator and delivered to a then acting Trustee of such trust (or to a beneficiary if the designator himself shall be the sole Trustee) or (b) by the designator's valid Will admitted to probate in any jurisdiction within three (3) months after his death. If no successor Trustee shall have been designated within thirty (30) days of a vacancy (or within three (3) months of the designator's death, whichever date later occurs), then the designator shall be conclusively presumed to have failed to have made a designation.

12.9. Revocation or Release. Any person may at any time or from time to time revoke any designation made or plan established by him while a designator, and any designator may completely and irrevocably release the power to designate successor Trustees, such revocation or release to be made in the same manner as is herein provided for making such designation or establishing such plan; provided, however, that no such revocation or release shall be effective to remove any then acting Trustee. Upon any such revocation, the designator shall have the same powers to designate successor Trustees as he would had he never exercised such powers.

12.10. Removal of Corporate Trustee. The income beneficiary of any trust (or if there shall be more than one income beneficiary of such trust, the beneficiaries jointly and unanimously) may remove any corporate Trustee acting hereunder by an instrument in writing delivered to such corporate Trustee; provided, however, that they shall simultaneously appoint a successor corporate Trustee having the qualifications set forth in Section 12.6 of this Article XII.

### XIII

#### CONSTRUCTION

13.1. Trust Estate. As used herein, the term "trust estate" shall include all property received initially by the Trustee with respect to any separate trust, all additions thereto received by the Trustee from any other source, all investments and reinvestments of such property or such additions thereto and all accrued and undistributed income of such trust.

13.2. Pronouns. As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof wherever the context and facts require such construction.

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

13.4. Code. All references herein to the "Code" shall be to the Internal Revenue Code of 1986, as amended, and any reference to a specific Code section shall refer to any corresponding provision of future federal tax laws.

13.5. Descendants. As used herein, the following terms shall have the indicated meanings: (a) the term "descendant" shall be interchangeable with the term "issue" and shall mean a descendant in the first, second or any other degree of the designated ancestor; (b) the term "child"

shall mean a descendant in the first degree of the designated parent; and (c) the term "grandchild" shall mean a descendant in the second degree of the designated grandparent; provided, however, that only an adopted child who shall not have attained the age of twenty-one (21) years prior to adoption and the descendants of any such adopted child shall be regarded as descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or parents (and in such event shall be so regarded for all purposes herein. All terms herein defined shall include the plural form thereof wherever the context and facts so require.

13.6. Per Stirpes. As used herein, the term "*per stirpes*" shall have its accepted legal meaning; for example, if a distribution is to be made "*per stirpes*" to the descendants of a specified person and one or more of said specified person's children shall be deceased but shall be survived by a then living child or children (and no child or children of said deceased child of said specified person shall then be deceased), then the share which would otherwise have been distributable to each such deceased child of said specified person had such child then been living shall be distributed in equal shares to the then living child or children of each such deceased child, with the effect that the child or children of each such deceased child of said specified person shall receive by right of representation the share which his or their parent would have received had such parent then been living and this shall apply if all of the children of said specified person shall be deceased.

13.7. Situs and Governing Law

- (a) The initial situs of the trust shall be in the State of Alabama, and this Agreement shall be construed and administered and its validity of determined in accordance with Alabama law.
- (b) The Trustee of the trust and of any trust created hereunder, from time to time, by signed instrument delivered to the named beneficiary, or if none, to each current beneficiary of the trust (or to the guardian of any current beneficiary who is not legally competent), may elect to have the laws of another state (the "new state") govern issues other than validity and duration if at least one of the following conditions then exists: (i) a trustee resides or has its principal place of business in the new state, (ii) a beneficiary resides in the new state, (iii) all or a significant portion of the trust property is located in the new state or (iv) an agent for management of all or a significant portion of the tangible trust property is located in the new state. If the Trustee of any trust created hereunder elects to change the situs of such trust, the Grantor hereby relieves the Trustee of any requirement of having to qualify in such other jurisdiction and of having to account in the courts of such jurisdiction.
- (c) As evidenced by the election of Trustee attached hereto as Exhibit "13.7(c)," the Trustee has elected to have the laws of the State of Alabama govern all issues other than the validity and duration of this Trust and all Trusts created hereunder.

13.8 Qualified Charity. A "Qualified Charity" shall be an organization that is then in existence, is exempt from federal income taxation under Section 501(a) of the Code, and is described in all of Sections 170(c), 2055(a) and 2522(a) of the Code.

ARTICLE XIV

\* \* \*

ARTICLE XV

PERPETUITIES

To the extent permitted under applicable law, the rule against perpetuities or any similar law limiting the duration of trusts (hereinafter a "Duration Rule") is waived and shall not apply to any trust hereunder. The Trustee may sell, lease and mortgage any property owned by any trust for any period of time, including one that extends beyond the period that would be required for an interest created hereunder to vest under a Duration Rule if it applied to the trust. To the extent a trust is subject to the law of a jurisdiction that has a Duration Rule that cannot be waived, then the trust shall terminate upon the expiration of the longest permissible period measured, if applicable, with reference to the death of the last survivor of the Grantor's grandparents' issue living or in being on the date of the Grantor's death. At that time, the Trustee shall distribute the trust property of such trust to its primary beneficiary.

ARTICLE XVI

\* \* \*

The undersigned attorney certifies that the Fourth Amended and Restated William J. Dore Living Trust was executed in accordance with law and is in full force and effect.

*Mark S. Stein*  
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MARK S. STEIN

Signed before me this 16 Day  
of May, 2016

Notary Public

**GREGORY S. MARSIGLIA**  
**NOTARY PUBLIC**  
La. Bar No. 25158  
My commission expires at death



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
04/07/2023 11:39:31 AM  
\$15.00 PAYGE  
20230407000098060

*Alli S. Bayl*