

Courington Trust

IN THE CIRCUIT COURT OF MARSHALL COUNTY, ALABAMA

CASE NO. CV-17-008

IN THE MATTER OF THE SECOND MODIFICATION OF THE ASHLEY FRAISER  
COURINGTON TRUST

PETITION FOR APPROVAL OF MODIFICATION OF  
NONCHARITABLE IRREVOCABLE TRUST BY CONSENT

SCANNED

Comes now Pat Courington, Jr. (the "Petitioner"), by the Petitioner's attorney, Charles R. Hare, Jr., Gullahorn & Hare, P.C., and pursuant to ALA. CODE § 19-3B-411(a)(1975) respectfully represents unto the court as follows:

1. On or about August 12, 1992, the Petitioner, as Grantor and Pat M. Courington, as Trustee, entered into a trust agreement (the "Agreement"), creating the Ashley Fraiser Courington Trust (the "Trust") which is for the sole benefit of Ashley Fraiser Courington (the "Beneficiary"), a copy of the Agreement being attached hereto as Exhibit "A".
2. The Grantor and the Beneficiary are over the age of nineteen (19) years and *sui juris*.
3. The Petitioner, as Grantor, and the Beneficiary have entered into a Second Modification of the Ashley Fraiser Courington Trust, dated as of March 21, 2012 (the "Modification"), a copy of which is attached hereto as Exhibit "B".
4. The Modification was entered into by consent of the parties pursuant to ALA. CODE § 19-3B-411(a) (1975), and the Petitioner represents to the court that approval of the Modification by the court would be in the best interest of the Beneficiary.

**FILED**

APR 26 2017

CHERYL PIERCE  
CIRCUIT / DISTRICT COURT  
MARSHALL COUNTY, ALABAMA

**WHEREFORE**, the Petitioner prays that this court will take jurisdiction hereof and, after such proceedings as may be proper, enter an order approving the Modification.

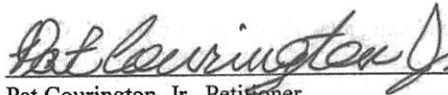


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**STATE OF ALABAMA**  
**MARSHALL COUNTY**

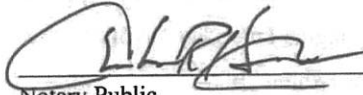
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Before me, the undersigned authority, personally appeared the Petitioner in the above styled cause, and who by me first being duly sworn, did depose and say that the facts alleged in the above petition are true, according to the best of Petitioner's knowledge, information and belief.



Pat Courington, Jr., Petitioner

Sworn to and subscribed before me this the 21<sup>ST</sup> day of April, 2017.



Notary Public

My commission expires: 12-19-19

ASHLEY FRASIER COURINGTON TRUST  
DATED AUGUST 12, 1992

SCANNED

TRUST AGREEMENT made as of August 12, 1992, between PAT COURINGTON, JR., of Marshall County, Alabama (hereinafter sometimes referred to as "Grantor"), and PAT M. COURINGTON, as Trustee (hereinafter sometimes referred to as the "Trustee").

W I T N E S S E T H:

WHEREAS, the Grantor desires to establish a trust for the use and benefit of his daughter, ASHLEY FRASIER COURINGTON; and

WHEREAS, the Trustee is willing to act in such capacity upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Grantor does hereby create and establish this Irrevocable Trust upon the terms and conditions hereinafter set forth.

1. TRUST PROPERTY.

(a) The Grantor hereby pays, transfers and delivers to the Trustee the property listed on Schedule A annexed hereto, the receipt of which is hereby acknowledged by the Trustee, in trust, upon the express terms and conditions and with the powers and limitations hereinafter set forth.

(b) The Grantor or any other person may, at any time, cause the Trustee to be named as the beneficiary of death benefits payable from any present or future retirement plan or Individual Retirement Account, and the proceeds therefrom shall be subject to the terms and conditions of this Trust. The Grantor or any other person may, at any time and from time to time with the consent of the Trustee, add cash, securities, real property or other property to the principal of the Trust herein created by deed, gift, will or otherwise; and such property shall thereupon become a part of the Trust and shall be managed, invested, and reinvested and disposed of, on the same terms and conditions as the property originally transferred; provided, however, that the Trustee may require, as a prerequisite to accepting property, that the donating party provide evidence satisfactory to the Trustee that (i) the property is not contaminated by any hazardous or toxic materials or substances; and

(ii) the property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release or discharge of any hazardous or toxic materials or substances.

2. IRREVOCABILITY. The Trust created herein shall be irrevocable, and the Grantor hereby expressly acknowledges that he shall have no right or power, whether alone or in conjunction with others, in whatever capacity, to alter, amend, revoke or terminate the Trust or any of the terms of this Trust Agreement, in whole or in part, or to designate the persons who shall possess or enjoy the Trust property or the income therefrom. The Grantor willingly and knowingly intends to and does hereby relinquish absolutely and forever all possession or enjoyment of, or right to the income from the Trust property, whether directly, indirectly, or constructively, and every interest of any nature, present or future, in the Trust property.

3. POWERS OF TRUSTEE.

(a) The Trustee shall have the following powers, and any others that may be granted by law, with respect to each trust hereunder, to be exercised as in the sole discretion of the Trustee, acting in a fiduciary capacity, may be determined to be in the best interests of the beneficiaries hereunder:

(1) To allot to any trust created hereunder an undivided interest in any property transferred hereunder; to make joint investments for such trusts; to make any division or distribution in kind or partly in kind and partly in money; and to that end to allot specific securities or other property or an undivided interest therein to any person, share, part or trust, although it may differ in kind from securities or property allotted to any other person, share, part or trust; and to determine the value of any property so allotted, divided or distributed;

(2) To hold and continue to hold as an investment the property received hereunder and any additional property which may be received, so long as the Trustee deems proper, and to invest and reinvest in any securities or property, whether or not income producing, deemed by the Trustee to be for the best interest of the Trust and the beneficiaries hereunder, without being limited to trust or chancery investments or so-called "legal investments" provided by law, and notwithstanding that the same may constitute general or limited partnership interests, leaseholds, royalty interest, patents, interests in mines, oil or gas wells, or timber lands or other wasting

thereunder, (iii) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state or federal agency concerned with environmental compliance, or by a private litigant; (iv) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions. Any expenses incurred by the Trustee under this subparagraph may be charged against income or principal as the Trustee shall determine;

(9) To consent to the reorganization, consolidation, merger, liquidation, readjustment of, or other change in any corporation, company or association, or to the sale, mortgage or lease of the property thereof or any part thereof, any of the securities or other property of which may at the time be held hereunder, and to do any act or exercise any power with reference thereto that may be legally exercised by any person owning similar property in his or her own right, including the exercise of conversion, subscription, purchase, or other options, the deposit, surrender or exchange of securities, the entrance into voting trusts, and the making of agreements or subscriptions which the Trustee may deem necessary or advisable in connection therewith, all without applying to any court for permission so to do, and to hold and redeem or sell or otherwise dispose of any securities or other property which may be so acquired;

(10) To vote any corporate securities held hereunder in person, or by special, limited or general proxy, with or without power of substitution, or to refrain from voting; to become a party to any stockholders' agreements deemed advisable by the Trustee in connection with such securities; provided, however, that in voting any stock or security of any corporate Trustee, its holding company, affiliate or successor, such corporate Trustee shall vote said stock or security as a majority in interest of the then income beneficiaries (or the guardians of minor beneficiaries) may direct;

(11) To engage in business with the property of the Trust as sole proprietor, or as a general or limited partner, with all the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenant in common or as tenant in partnership;

(12) To continue any business (whether in the form of a sole proprietorship, partnership, corporation or otherwise) for such time and under such management and conditions as in the discretion of the Trustee may be expedient; to contribute capital to such business; to expand or alter such business; to incorporate, reorganize, merge or consolidate such business; to amend the charter or name of such business; to appoint directors and employ officers, managers, employees or agents (including any directors, officers or employees of any corporate Trustee of the Trust); to compensate and offer stock options and other employee or fringe benefits to the employees of such business (including the establishment or operation of employee retirement plans, profit-sharing plans, pension plans and employee stock ownership plans); and to liquidate or dissolve any such business at such time and upon such terms and conditions

assets, and without any responsibility for any depreciation or loss by or on account of such investments, and without regard for normal requirements of diversification; provided, however, that no new investment shall be made in any security of any corporate Trustee, its holding company, affiliate or successor except upon the exercise of rights given to stockholders thereof;

(3) To rent or lease any property of the Trust for such time (including any lease for a period extending beyond the term of the Trust) not exceeding a period of ninety-nine (99) years, and upon such terms and for such rental or price as in the Trustee's discretion and judgment may seem just and proper and for the best interest of the Trust and the beneficiaries hereunder;

(4) To sell, transfer, assign and convey any of the property of the Trust or any interest therein, or to exchange the same for other property, in a public or private sale or transaction, for such price or prices and upon such terms and conditions as in the Trustee's discretion and judgment may be deemed for the best interest of the Trust and the beneficiaries hereunder, and to execute and deliver any deeds or conveyances (with or without warranty), receipts, releases, contracts, or other instruments necessary in connection therewith;

(5) To subdivide and develop real estate; to partition, vacate, and abandon real estate; to adjust the boundaries of any real estate; to grant easements, servitudes, rights-of-way, licenses and other interests in real estate; to dedicate real estate for any purpose in connection with the development of any real estate; and to change the use of any real estate to residential, recreational, commercial, cemetery or other usage;

(6) To make all repairs and improvements at any time deemed necessary and proper to and upon real estate, and to build, construct and complete any building or buildings upon such property which in the Trustee's discretion and judgment may be deemed advisable and proper and for the best interests of the Trust and the beneficiaries hereunder, and to determine the extent to which the cost of such repairs and improvements shall be apportioned as between principal and income; to demolish and remove any buildings or other improvements on any real estate;

(7) To keep any property constituting a part of the Trust properly insured against fire and tornado, and other hazards, and to deduct, retain, expend, and pay out of any money belonging to the Trust any and all necessary and proper expenses in connection with the operation and conduct of the Trust, and to pay all taxes and other legal assessments, debts, claims, or charges which at any time may be due and owing by, or which may exist against, the Trust;

(8) To (i) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder, (ii) take all appropriate remedial action to contain, clean up or remove any environmental hazard, including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation



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policies, from income or principal, or both, as the Trustee may determine; and all such insurance shall be payable to, and all incidents of ownership vested in, the Trustee; provided, however, that none of the income of the Trust shall be used to pay premiums on any insurance policy on the life of the Grantor or his wife;

(21) To engage in ranching and farming, including the purchase, leasing, operating, encumbering, selling, producing, and generally dealing in and with farms, ranches, timber, timber lands, water rights, machinery and equipment, livestock, wool, fiber, fertilizer, seed, crops and products of every kind;

(22) To drill, mine and otherwise operate for the development of gas, oil and other minerals; to enter into contracts relating to the installation and operation of absorption and repressuring plants; to place and maintain pipe lines, telephone and telegraph lines, and to execute oil, gas and mineral leases, division and transfer orders, grants and other instruments of every kind and character containing such provisions as the Trustee considers appropriate with full power to lease or sell any such asset;

(23) To allocate all deductions for depletion under Federal and State income tax statutes, in each tax year, among a group consisting of the Trustee and those persons to whom Trust income may in such tax years have been distributed, in such shares and proportions as the Trustee may determine, to the extent permissible under the applicable statute. In the absence of a valid allocation so made, all such deductions for any tax year shall be divided among the members of such group in proportion to the amounts distributed to or retained by each during such tax year; and the Trustee shall not be required to maintain any reserve for depletion despite any statute or rule of law to the contrary, but shall have the discretion to do so;

(24) To open and maintain one or more accounts for the deposit of funds in any bank or trust company (including a corporate Trustee hereunder) or with any other financial institution (including any brokerage firm or other company maintaining "money market," cash management or other similar accounts), and to deposit to the credit of such account or accounts all of the funds belonging to the Trust which may at the time be in the possession of the Trustee; from time to time to withdraw a portion or all of said funds so deposited by check or draft signed by the Trustee, and any such bank, trust company or financial institution is hereby authorized to pay such checks or drafts and also to receive the same for deposit, to the credit of any holder thereof who so signed or endorsed; to delegate to any one or more proper agents the right to sign checks or drafts against the aforementioned account or accounts for the purposes of the Trust, and any bank, trust company or financial institution in which said account or accounts are maintained is hereby authorized and directed to pay such checks or drafts, provided, however, that prior thereto such delegation is evidenced by an appropriate instrument in writing deposited with the said bank, trust company or financial institution by the Trustee;

(25) In any contract or agreement made by the Trustee on behalf of the Trust, the Trustee may, and is hereby

as in the judgment of the Trustee is for the best interest of the Trust and the beneficiaries hereunder;

(13) To cause any security or other property which may at any time constitute a portion of the Trust to be issued, held or registered in the Trustee's individual name or in the name of a nominee or in such form that title will pass by delivery;

(14) To appoint, employ, remove and compensate such accountants, attorneys (including, without limitation, any attorney or accountant who may be serving as a Trustee hereunder), agents, investment advisors, investment managers, investment counselors, financial consultants, custodians, and representatives, individual or corporate, as the Trustee deems necessary or desirable for the administration of the Trust, and to treat as an expense of the Trust any compensation so paid;

(15) To act hereunder through an agent or attorney-in-fact (including, without limitation, a bank or the trust department of a bank as an agent or custodian for the Trustee), by and under power of attorney or other instrument duly executed by the Trustee, in carrying out any of the powers and duties herein authorized;

(16) To borrow money for any purposes of the Trust, or incidental to the administration thereof, upon the bond or promissory note of the Trustee acting in such capacity, and to secure the repayment thereof by mortgaging, creating a security interest in, or pledging or otherwise encumbering any part or all of the property of the Trust, and, with respect to the purchase of any property, as part of the consideration given therefor, to assume a liability of the transferor or to acquire such property subject to a liability;

(17) To lend money to any person or persons upon such terms and in such manner and with such security as the Trustee may deem advisable for the best interest of the Trust and beneficiaries hereunder;

(18) To institute and defend any and all suits or legal proceedings relating to the Trust in any court, and to employ counsel and to compromise or submit to arbitration all matters of dispute in which the Trust may be involved, as in the judgment of the Trustee may be necessary or proper; to compromise, settle, arbitrate or defend any claim or demand in favor of or against the Trust; to enforce any bonds, mortgages, security agreements, or other obligations or liens held hereunder; and to enter upon such contracts and agreements and to make such compromises or settlements of debts, claims, or controversies as the Trustee may deem necessary or advisable;

(19) To foreclose mortgages and to bid on any property under foreclosure or to acquire mortgaged property in any other manner and for such consideration as the Trustee may determine;

(20) To acquire as an asset of the Trust a life insurance policy on the life of any person to whom the income of the Trust is payable, or on the life of any person in whom such income beneficiary has an insurable interest, from such companies and in such amounts as the Trustee may deem advisable; to pay premiums on all such insurance



authorized to, stipulate and provide against personal liability; and all rights created under and by virtue of such contracts or agreements shall belong to the Trust and the obligations thereunder shall be the obligations of the Trust;

(26) To make, execute and deliver deeds, leases, mortgages, conveyances, options, receipts, releases, satisfactions and other quitclaims or disclaimers of liability, contracts, voting trusts, stock purchase agreements, buy-sell agreements, stock redemption agreements, or other instruments, sealed or unsealed, to any person or corporation with respect to the property of the Trust, or with reference to any matter involved in the administration thereof, or for the accomplishment of any of the powers vested in the Trustee, all of the foregoing upon such terms, provisions and conditions existing within or beyond the duration of the Trust as to the Trustee shall seem reasonable; to create reserves for depreciation, depletion or such other purposes to the extent the Trustee deems necessary or desirable;

(27) To incur and pay the ordinary and necessary expenses of administration;

(28) Except as otherwise expressly provided in this instrument, to determine as the Trustee may deem just and equitable the manner of ascertainment of income and principal and the apportionment between income and principal of all receipts and disbursements;

(29) To invest all or any part of the Trust in any common trust fund at any time maintained by any bank or trust company (including a corporate Trustee hereunder);

(30) To transfer the situs of the Trust to such other place as, in the Trustee's opinion, shall be for the best interests of the Trust and of the beneficiaries hereunder; and

(31) To do all other acts which in the Trustee's judgment are necessary or desirable, for the proper and advantageous management, investment and distribution of the Trust.

(b) Except as otherwise provided herein, all references in this Paragraph to any property contained in any trust created hereunder shall be deemed to include specifically, without limitation thereto, stock or other securities of any corporate Trustee at any time serving hereunder, its holding company, affiliate or successor, and, except as otherwise provided herein, the Trustee is authorized to deal with such stock or securities in the same manner as provided with respect to any other property contained in any trust.

(c) No person or corporation dealing with the Trustee shall be required to inquire into the terms of this instrument or any trust

hereunder, nor shall any purchaser therefrom be required to see to the application of the purchase money.

(d) A majority in interest of the adult and otherwise legally competent beneficiaries then entitled to receive income of any trust established hereunder or, if there shall be no such beneficiaries, then a majority of the guardians or conservators of the beneficiaries of any such trust may, without liability to any present or future beneficiary of any such trust, approve the annual or other current account of the Trustee hereunder.

(e) The powers herein granted to the Trustee may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to law, and shall include all powers necessary to carry the same into effect.

(f) Notwithstanding any contrary provision of this instrument, the Trustee may withhold a distribution to a beneficiary from a trust hereunder until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustee against any claims filed against the Trustee as an "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended or any regulation thereunder.

4. DISPOSITIVE PROVISIONS. The Trustee shall hold in trust any property which the Trustee may have or receive from any source, and shall manage and control the same, with all of the powers and subject to the limitations herein enumerated for the uses and purposes herein set forth.

(a) Income Distributions. The Trustee shall use, apply, or pay to or for the benefit of ASHLEY FRASIER COURINGTON the entire net income from the Trust, in convenient installments, but at least annually, and if practicable, in monthly or quarterly installments.

(b) Invasion of Principal. If, at any time, the Trustee, after taking into account income and principal readily available for ASHLEY FRASIER COURINGTON from other sources, shall determine

that her income is not reasonably sufficient for her support and maintenance in her accustomed manner of living, for her health, including medical, surgical, hospital or other institutional care and expenses of invalidism, and for her education, then the Trustee may from time to time pay to ASHLEY FRASIER COURINGTON or use for her benefit, so much of the principal of the Trust as, in the sole discretion of the Trustee, shall be reasonably necessary for such purposes, to the complete exhaustion of the principal, if the Trustee shall deem that reasonable and appropriate.

(c) Distribution of Principal. When ASHLEY FRASIER COURINGTON attains the age of twenty-five (25) years, the Trustee shall transfer and pay over to her, discharged of trust, one-third (1/3) of the principal of the Trust; when ASHLEY FRASIER COURINGTON attains the age of thirty (30) years, the Trustee shall transfer and pay over to her, discharged of trust, one-half (1/2) of the then existing principal of the Trust; and when ASHLEY FRASIER COURINGTON attains the age of thirty-five (35) years, the Trustee shall transfer and pay over to her, discharged of trust, the entire remaining balance of the principal and all undistributed income of the Trust. In the event that ASHLEY FRASIER COURINGTON shall die before attaining the age of thirty-five (35) years, then the Trustee shall transfer and pay over the property then constituting the Trust, including all undistributed income thereof, to such person or persons, including the estate of ASHLEY FRASIER COURINGTON, as ASHLEY FRASIER COURINGTON may appoint in her valid Last Will and Testament, making specific reference to this general power of appointment, which shall be exercisable by ASHLEY FRASIER COURINGTON alone and in all events. Any property as to which the general power of appointment granted herein is not effectively exercised shall be transferred and paid over to the then living descendants of ASHLEY FRASIER COURINGTON, in equal shares, per stirpes, or if there be none, to Grantor's then living descendants, in equal shares, per stirpes, or if there be none, to those persons who would have taken, and in such shares as they would have taken,

under the laws of the State of Alabama as if Grantor had then died intestate and as if his entire estate had consisted of the assets of the Trust; provided, however, if any such person shall then have other property held in trust under this Trust Agreement, then his or her share of Trust shall be added to, merged in and administered and disposed of like such other property so held in trust for him or her.

(d) Advance Distributions of Principal. Notwithstanding the foregoing provisions as to principal distributions, in the event the Trustee shall be of the opinion that ASHLEY FRASIER COURINGTON, at any time after she shall attain the age of twenty-one (21) years, is capable of wisely managing and investing the principal of the Trust, or any part thereof, then Grantor directs that the Trustee, after conferring with ASHLEY FRASIER COURINGTON as to the manner in which she proposes to invest or expend the same and being satisfied as to the soundness and propriety of her plan, may transfer and pay over to ASHLEY FRASIER COURINGTON, discharged of trust, all or such part of the principal of the Trust as the Trustee may deem her capable of wisely managing and investing. Upon making any transfer or payment hereunder, the Trustee shall be discharged with respect thereto without liability for the subsequent application thereof. Grantor directs that the Trustee exercise the authority granted in this subparagraph liberally should ASHLEY FRASIER COURINGTON request such an advance distribution for the purpose of purchasing a home or establishing or carrying on a business or professional practice.

(e) Trust for Descendant Under Age Twenty-One (21). If any descendant to whom the Trustee shall be directed to distribute any share of the principal of the Trust is under the age of twenty-one (21) years when the distribution is to be made, then though his or her share shall be fully vested in him or her, the Trustee shall continue to hold the same as a separate trust with all of the powers and authority given the Trustee with respect to other Trust property held hereunder. Until such descendant attains the age of

twenty-one (21) years, the Trustee shall use and apply all of the net income of the trust, and may also apply so much of the principal of the trust, as the Trustee shall deem reasonably necessary or desirable for such descendant's support and maintenance in his or her accustomed manner of living, for his or her health, including medical, surgical, hospital or other institutional care and expenses of invalidism, and for his or her education, taking into account other resources available to such descendant and known to the Trustee. Any excess income not so distributed shall be added to principal. When such descendant attains the age of twenty-one (21) years, or sooner dies, then the Trustee shall transfer and pay over the principal and any undistributed income, free of trust, to such descendant or his or her estate, as the case may be.

5. PROVISIONS REGARDING S CORPORATION STOCK. Notwithstanding any provision of this Trust to the contrary, the Trustee shall exercise any discretion and take any action which he deems necessary to avoid any unintentional termination of the S election of any corporation whose stock is included in any trust hereunder. It is Grantor's intention that any trust created under this Paragraph shall be a "Qualified Subchapter S Trust", as defined in Section 1361(d)(3) of the Internal Revenue Code, as amended.

6. GENERATION SKIPPING PROVISIONS.

(a) Grantor has authorized his Executor to allocate to any trust created hereunder any Generation Skipping Transfer Tax ("GSTT") exemption available at the time of his death under Chapter 13 of the Internal Revenue Code, as amended.

(b) If, as a result of the allocation authorized in the preceding subparagraph, any trust created hereunder would be only partially exempt from the GSTT, the Trustee of such trust is authorized, in her discretion, to divide such trust into two equal or unequal, separate trusts, one of which shall be entirely exempt from the GSTT and the other of which shall be entirely subject to the GSTT. Each of such trusts shall be identical in all other



respects and shall be administered and distributed as if the division had not occurred.

(c) If any provision of this Trust would otherwise require the merger or combination of any trust (the "first trust") with any other trust (the "second trust") which is subject to different treatment from the first trust for purposes of the GSTT, the Trustee of the second trust is authorized, in her discretion, to retain the first trust and the second trust as separate trusts, with the terms of each separate trust being identical in all respects.

(d) It is Grantor's intention to give the Trustee discretion and authority to take any action, whether or not expressly stated herein, which would minimize to the extent possible the imposition of any GSTT with respect to terminations of and distributions from any trusts hereunder. The Trustee shall not be liable to any person for any good faith decision either to take or not to take any such action.

7. SUCCESSOR TRUSTEE. In the event that PAT M. COURINGTON shall die, resign, become incompetent, or otherwise cease to serve as Trustee, then Grantor's sister, CHELLA COURINGTON, shall serve as Trustee hereunder, or if she shall fail or cease to serve for any reason, then CENTRAL BANK OF THE SOUTH (or such corporation having trust powers as shall succeed to the business of said bank by purchase, merger, consolidation or change of charter or name) shall serve as Trustee hereunder.

8. RESIGNATION OR REMOVAL OF TRUSTEE.

(a) Any Trustee may resign upon ninety (90) days written notice to the successor to such Trustee designated herein, or if no successor designated herein is available to serve, to the person entitled under this Paragraph to appoint a successor to such Trustee. No resignation by a Trustee shall be effective until a successor Trustee shall have accepted appointment and qualified to serve as Trustee.

(b) A corporate Trustee may be removed by ASHLEY FRASIER COURINGTON, or by her guardian if she is a minor. Such right of removal shall be exercised by written instrument signed and acknowledged by the person having such power as provided above, and delivered to the Trustee which is being removed.

(c) If any Trustee shall resign or otherwise cease to serve hereunder, or shall be removed as herein provided, and if no successor Trustee designated herein is available to serve in such capacity, then a successor Trustee may be appointed by ASHLEY FRASIER COURINGTON, or by her guardian if she is a minor. Such right of appointment of a successor Trustee shall be exercised by written instrument signed and acknowledged by the person having such right and delivered to the appointed successor Trustee.

(d) Any successor Trustee appointed under the provisions of this Paragraph shall be a bank or trust company qualified to act as such in any state, with a net capital and surplus of not less than Ten Million Dollars (\$10,000,000.00) in the aggregate, and authorized to accept and administer trusts.

(e) In the event a successor Trustee is not appointed as provided hereinabove within ninety (90) days after receipt of notice of such resignation by the person entitled to make such appointment of a successor Trustee, then the Trustee wishing to resign may petition a court of competent jurisdiction for the appointment of a successor Trustee and the judicial settlement of its account.

#### 9. STATUS OF SUCCESSOR TRUSTEE.

(a) Any successor Trustee shall be vested with all the duties, rights, titles, powers (whether discretionary or otherwise) and exemptions as if originally named as Trustee.

(b) No successor Trustee shall be liable or responsible in any way for the actions or defaults of any predecessor Trustee, nor bear any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee, but such successor

Trustee shall be liable only for his, her or its own actions and defaults in respect to property actually received as such Trustee.

(c) Any successor Trustee appointed hereunder may accept the account rendered and the assets and property delivered to it by the predecessor Trustee as a full and complete discharge of the predecessor Trustee, and shall incur no liability or responsibility to any beneficiary by reason of so doing, all without the necessity of any court proceedings or judicial supervision or approval, regardless of any beneficial vested or contingent interests of any minors, incompetent beneficiaries, or unborn beneficiaries. Any superseded Trustee shall, at the cost and expense of the Trust, execute and deliver all conveyances and assignments and do or cause to be done any and all acts and things as may be necessary to vest effectually in the successor Trustee all of the rights, titles and interests of the superseded Trustee hereunder and effectually to confirm to such successor Trustee the authority to act as such. Such action shall be taken by the superseded Trustee within ninety (90) days after the receipt of the notice of such removal or the giving of notice of resignation.

10. MISCELLANEOUS ADMINISTRATION PROVISIONS.

(a) No Trustee named herein or appointed under any of the provisions hereof shall be required to give bond or to file an inventory or accounting in any court, or to render any report in court upon final settlement of acts performed as Trustee, although any Trustee shall make out and keep an inventory and maintain records of all transactions relating hereto and shall exhibit the same to any party in interest at any reasonable time.

(b) Those individuals named herein shall serve as Trustee without compensation, except that they shall be entitled to reasonable compensation for extraordinary services. Any other Trustee serving hereunder shall be entitled to receive reasonable compensation for services as Trustee.

11. PRESENT RIGHT OF WITHDRAWAL.

(a) Any property transferred (or deemed to have been transferred) to this Trust shall be subject to the right of ASHLEY FRASIER COURINGTON to withdraw property of a value equal to the value, as of the date of the transfer, of the property so transferred.

(b) The Trustee shall promptly notify ASHLEY FRASIER COURINGTON (or her guardian if she is a minor) in writing of her rights as set forth herein promptly upon the transfer to the Trustee of any such property and shall pay immediately to her the property requested by her, subject to the limitations of this Paragraph 11. The right of withdrawal granted in this Paragraph 11 shall be exercised by an instrument executed by ASHLEY FRASIER COURINGTON (or her guardian) and delivered to the Trustee within thirty (30) days after the date of notice of the transfer. Upon the expiration of thirty (30) days after the date of notice of any transfer, the right granted herein shall lapse.

12. DISTRIBUTIONS FOR BENEFIT OF A BENEFICIARY. In case any amounts of income or principal become payable from the Trust to a person under legal disability or to a person not adjudicated incompetent but who by reason of mental or physical disability is unable to handle his or her affairs, or in the sole judgment of the Trustee shall otherwise be unable to apply the proceeds of his or her trust to his or her own best interests and advantage, the Trustee shall have sole discretion to pay such amounts to or for the benefit of such beneficiary in any one or more of the following ways:

(1) directly to such beneficiary;

(2) to any custodial account heretofore or hereafter established for the beneficiary pursuant to the Uniform Transfers (or Gifts) to Minors Act in effect in the state of such beneficiary's residence;

(3) to the legal guardian, conservator or custodian of such beneficiary for the use and benefit of such beneficiary;

(4) to a relative of such beneficiary (but not to Grantor) to be expended by such relative for the benefit of such beneficiary; or

(5) by the Trustee expending any such income or principal for the benefit of such beneficiary.

13. PURCHASE OF ASSETS FROM GRANTOR'S ESTATE. The Trustee shall have discretion to use any of the assets held hereunder to purchase assets from the estate of the Grantor at a fair value. The propriety of the purchase, the nature and amount of such assets purchased, and the ascertainment of fair value shall be solely within the discretion of the Trustee, and the Trustee shall incur no liability as a result of such purchase or purchases, even though such assets are not investments in which trustees are authorized by law or by any rule of court to invest trust funds. The Trustee shall have the right to retain any such assets as an investment of the Trust without regard to the portion which such asset or assets of a similar character, so held, may bear to the entire amount of the Trust.

14. EXCULPATORY CLAUSE; DISCHARGE OF TRUSTEE.

(a) The Trustee shall not be responsible or liable for any mistake or error of judgment in the administration of the Trust resulting in loss to the Trust by reason of investment or otherwise, except for the gross negligence or willful misconduct of the Trustee.

(b) Upon making any payment or transfer hereunder, the Trustee shall be discharged as to such payment or transfer without liability for the subsequent application thereof, and when the final payment or transfer is made from the principal of this Trust, the Trust shall terminate, and the Trustee shall be fully discharged.

15. SAVINGS CLAUSE - PERPETUITIES AND ACCUMULATIONS.

(a) Notwithstanding anything herein to the contrary, no trust created by this Agreement shall continue for more than twenty-one (21) years after the death of the latter to die of the Grantor and ASHLEY FRASIER COURINGTON, and if at the expiration of such period



any property is still held in trust hereunder, then the property in each separate trust shall immediately be distributed to the primary income beneficiary or beneficiaries of that trust.

(b) If any trust created hereunder shall be determined to be a trust for accumulation only, then there shall be no accumulation of income of such trust beyond the period permitted by law, and all net income thereafter received shall be paid at least annually to the income beneficiary or beneficiaries of such trust.

16. SPENDTHRIFT PROVISIONS. To the extent permitted by law, the interest of any beneficiary in principal or income of any trust created hereunder shall not be subject to assignment, alienation, pledge, attachment, or to the claims of creditors of such beneficiary and shall not otherwise be voluntarily or involuntarily alienated or encumbered by such beneficiary.

17. UNPRODUCTIVE PROPERTY.

(a) The Trustee shall be expressly authorized to hold, retain, purchase, and acquire, as an asset of the Trust, any underproductive or unproductive property of every kind and description.

(b) On the sale of any underproductive or unproductive property, the Trustee shall credit all of the proceeds of the sale to the principal of the Trust, to the total exclusion of Trust income.

18. PRINCIPAL AND INCOME. The Trustee shall have the power to determine whether any receipt is principal or income, or partly principal and partly income, and the power to determine whether any expense, charge, or loss is to be borne by principal or income, or partly by principal and partly by income, in such manner as the Trustee shall deem just and equitable, except that:

(a) All liquidating dividends and rights to subscribe to corporate shares shall be principal.

(b) Extraordinary cash dividends (other than liquidating dividends) and dividends in shares of a corporation other than the corporation declaring the same shall be income.

(c) Dividends payable in shares of the corporation declaring the same shall be principal, except that any

such dividends paid in lieu of periodic cash dividends shall be income.

(d) All capital gains and losses shall be allocated to principal.

(e) Any distribution from a qualified retirement plan or Individual Retirement Account shall be allocated to principal.

19. INSURANCE PROVISIONS.

(a) Additions to Trust. The Grantor or any other person may at any time and from time to time add any policy or policies of insurance to this Trust by assigning such policy or policies to the Trustee or by causing the Trustee to be named as beneficiary thereunder. In either case, the proceeds of the policy shall be subject to the terms and conditions of this Trust.

(b) Incidents of Ownership. With respect to any policies of life insurance acquired by the Trustee under any provisions of this Agreement, the Trustee shall be hereby vested with and shall have all rights, title and interests in and to such policies of life insurance and shall be authorized and empowered to exercise and enjoy, for the purposes of the Trust herein created and as absolute owner of such policies of insurance, all the options, benefits, rights and privileges under any such policy, including the right to borrow upon such policy and to pledge it for a loan or loans. The insurance company which has issued any such policy is hereby authorized and directed to recognize the Trustee as the absolute owner of such policy of insurance and as fully entitled to all options, rights, privileges and interests under any such policy, and any receipts, releases and other instruments executed by the Trustee in connection with such policy shall be binding and conclusive upon the insurance company and upon all persons interested in this Trust. The Grantor will relinquish and disclaim all rights and powers in any such policy of insurance which is not assignable and will, at the request of the Trustee, execute all other instruments reasonably required to effectuate this relinquishment and disclaimer. The Grantor will relinquish and disclaim all incidents of ownership with respect to any policy

transferred to the Trust, including, but not limited to, the following:

- (1) The power to change the beneficiary of any such policy;
- (2) The right to receive any dividends, payments, loan values, or surrender values provided in any such policy;
- (3) The power to borrow on, surrender, or pledge any such policy;
- (4) The power to exercise any option provided in any such policy, such as the power to convert to a different kind or amount of insurance and the power to select the method of settlement of the proceeds of any such policy;
- (5) The power to sell, assign or hypothecate any such policy;
- (6) The right to receive distribution in case of disability; and
- (7) The right to direct cancellation of any such policy.

(c) Payment of Premiums. The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of any policy of insurance owned by the Trust, or to make certain that such premiums are paid by the Grantor or others, or to notify any persons of the nonpayment of such premiums, and shall be under no responsibility or liability of any kind in case such premiums are not paid. In the discretion of the Trustee, any dividends received by the Trustee on any such policy may be applied to the payment of premiums thereon, and any funds contributed to the Trust may, in the discretion of the Trustee, be applied to the payment of premiums on life insurance policies which are owned by the Trust. Upon notice at any time during the continuance of this Trust that the premiums due upon any such policy are in default, or that premiums to become due will not be paid, either by the Grantor or by any other person, the Trustee shall have the discretion to apply any cash values attributable to such policy to the purchase of paid-up insurance or of extended insurance, to borrow upon such policy for the payment of premiums due thereon, or to accept the cash values of such policy upon its forfeiture. In accordance with the powers granted the Trustee under Subparagraph (16) of Paragraph 3(a) of this Trust Agreement,

the Trustee may borrow money from any person (including any beneficiary of this Trust) for the purpose of paying premiums which may become due and payable under the provisions of any such policy of life insurance. If the insured becomes totally and permanently disabled within the meaning of any such policy of insurance and because thereof the payment of premiums shall, during the pendency of such disability, be waived, the Trustee, upon receipt of knowledge of such disability, shall promptly notify the insurance company which has issued such policy and shall take any and all steps necessary to make any such waiver of premium provision effective.

(d) Collection of Policy Proceeds. When any policies owned by the Trust shall become payable after the death of the insured, the Trustee shall promptly furnish "proofs of loss" to the insurance companies, and shall collect and receive the proceeds of any policies which the Trustee should reasonably know are payable to the Trust, and, to that end, the Trustee shall have power to execute and deliver receipts and other instruments and to take such action as is appropriate for the collection thereof; provided, however, that if payment of any policy is contested, the Trustee shall be under no obligation to institute legal action for the collection thereof unless and until indemnification has been provided to the satisfaction of the Trustee for all costs, including attorney's fees. The Trustee may repay out of the Trust any advances made by the Trustee for expenses incurred in collecting or attempting to collect any sum from any insurance company by suit or otherwise. The Trustee shall have full authority to make any compromises or settlements with respect to any such policy or policies that the Trustee may deem expedient, and to give to the insurance companies releases and discharges of their liabilities under said policies.

(e) Payments. The Trustee shall have sole discretion to accept any of the optional modes of payment provided in any

policies owned by the Trust where such modes of payment are permitted to the Trustee by the insurance companies.

(f) Release of Liability of Insurance Companies. No insurance company which has issued any policy of insurance owned by the Trust shall be responsible for the application or disposition of the proceeds of such policy by the Trustee. Payment to and receipt by the Trustee of such proceeds shall be a full discharge of the liability of such insurance company under such policy.

20. DISSOLUTION OF TRUST. During Grantor's lifetime, this Trust may be terminated if the Trustee, in his sole discretion, determines that doing so would be in the best interest of all interested persons. If the Trustee shall terminate the Trust, he shall transfer and pay over the entire principal to ASHLEY FRASIER COURINGTON, or to her descendants, per stirpes, if she is not living. After the death of the Grantor, any trust created hereunder may, but need not be, terminated when, in the sole discretion of the Trustee, the income of such trust shall become too low to cover all fees and expenses of administration and also to yield a reasonable return to the beneficiary. In such event, the Trustee shall distribute the assets of such trust to the then current beneficiary of the income. If any such beneficiary is a minor at the date of such distribution, then the property of his or her trust shall be paid to a parent or relative of such beneficiary selected by the Trustee as Custodian under the Uniform Transfers (or Gifts) to Minors Act in effect in the state of such beneficiary's residence.

21. PAYMENT OF GRANTOR'S ESTATE TAXES. If at the time of Grantor's death any property which is then held in this Trust is included in Grantor's gross estate for federal estate tax purposes, then Grantor directs that the Trustee pay to the estate of Grantor out of the property of this Trust an amount equal to the difference between the total estate or inheritance taxes imposed upon Grantor's estate and the total estate or inheritance taxes which would have been imposed upon Grantor's estate if none of the



property of this Trust had been includable in Grantor's gross estate for such tax purposes.

22. LIMITATION OF POWERS. Notwithstanding anything herein contained to the contrary, no powers enumerated herein or accorded to trustees generally pursuant to law shall be construed to enable the Grantor, the Trustee or any other person to purchase, exchange, or otherwise deal with or dispose of the principal or income of the Trust for less than an adequate or full consideration in money or money's worth, or to enable the Grantor or the Trustee to borrow the principal or income of the Trust, directly or indirectly, without adequate interest or security. Except as specifically provided with respect to stock or securities of a corporate Trustee, no person other than the Trustee shall have or exercise the power to vote or direct the voting of any stock or other securities of the Trust, to control the investment of the Trust either by directing investments or reinvestments or by vetoing proposed investments or reinvestments, or to reacquire or exchange any property of the Trust by substituting other property of an equivalent value. Except as otherwise provided in the immediately preceding Paragraph, none of the Trust assets may be used to pay the debts, administrative expenses or other charges of the Grantor's estate, including without limitation, estate and inheritance taxes.

23. INTERPRETATIONS AND MISCELLANEOUS PROVISIONS.

(a) The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

(b) The captions or paragraph headings contained in this Agreement are for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.

(c) Throughout this Agreement, the masculine gender shall be deemed to include the feminine gender and vice-versa, and both shall be deemed to include the neuter and vice-versa, and the

singular shall be deemed to include the plural and vice-versa, whenever the context shall permit.

(d) Whenever in this Agreement reference is made to "Trustee" or "Trustees," such reference shall be deemed to include not only the Trustee expressly named herein, but also any and all successors at any time qualified and acting hereunder.

(e) In this instrument, references to "descendants" mean the legitimate descendants of the ancestor designated, provided always, however, that an adopted child shall for all purposes under this Agreement, whether for the determination of relationship or otherwise, be considered to have and shall be given exactly the same status as a legitimately born child.

(f) The Trustee shall pay all costs, charges and expenses of the Trust. The Trustee shall be reimbursed from the Trust for all costs, expenses and attorney's fees incurred by the Trustee for any reason except for fraud or gross negligence.

(g) References in this Trust Agreement to "delivery" mean delivered in person or mailed by the United States mail, postage prepaid and properly addressed, to the last known address of the party to whom such delivery is to be made.

24. SITUS. The construction of this instrument, the validity of the interests created hereby, and the administration of the Trust property shall be governed by the laws of the State of Alabama, wherein the Grantor and the original Trustee reside.

25. NAME. The Trust created by this instrument shall be known as the "ASHLEY FRASIER COURINGTON TRUST DATED AUGUST 12, 1992." Any property held by the Trustee may be held in and any dealing by the Trustee may be carried on under said name.

IN WITNESS WHEREOF, the Grantor and the Trustee have executed  
this instrument as of August 12, 1992.

GRANTOR:

Pat Courington, Jr.  
PAT COURINGTON, JR.

TRUSTEE:

Pat M. Courington  
PAT M. COURINGTON

[NOTARIAL SEAL]

My Commission Expires: 1/26/94

Notary Public

*John S. Bull*

Given under my hand on 23 October, 1992.

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that PAT M. COURINGTON, whose name as Trustee is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Agreement, he executed the same voluntarily on the day the same bears date.

JEFFERSON COUNTY )

STATE OF ALABAMA )

[NOTARIAL SEAL]

My Commission Expires: 1/26/94

Notary Public

*John S. Bull*

Given under my hand on 23 October, 1992.

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that PAT COURINGTON, JR., whose name as Grantor is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Agreement, he executed the same voluntarily on the day the same bears date.

JEFFERSON COUNTY )

STATE OF ALABAMA )

NOTARY PUBLIC  
STATE OF ALABAMA  
COMMISSION EXPIRES 1/26/94

INVESTMENT INCOME

1992

TOTAL INVESTMENT INCOME

ASSETS: 1. U.S. GOVERNMENT BONDS  
2. CORPORATE BONDS  
3. COMMON STOCKS  
4. MUTUAL FUNDS  
5. OTHER INVESTMENTS

LIABILITIES

NET INVESTMENT INCOME

1991

INVESTMENT INCOME

1990

1989

1988

ASSETS: 1. U.S. GOVERNMENT BONDS  
2. CORPORATE BONDS  
3. COMMON STOCKS  
4. MUTUAL FUNDS  
5. OTHER INVESTMENTS

LIABILITIES

NET INVESTMENT INCOME

**SCHEDULE A**

**ASHLEY FRASIER COURINGTON TRUST**  
**DATED AUGUST 12, 1992**



STATE OF ALABAMA                     )  
MARSHALL COUNTY                    )

**SECOND MODIFICATION OF THE  
ASHLEY FRAISER COURINGTON TRUST**

This Second Modification of the Ashley Fraiser Courington Trust dated August 12, 1992 (this "Modification") is made as of the 21st day of April, 2017 by and between Pat Courington, Jr. (the "Grantor") and Ashley Fraiser Courington (the "Beneficiary"), as follows:

**WITNESSETH:**

**WHEREAS,** on or about August 12, 1992, Pat Courington, Jr., as Grantor and Pat M. Courington, as Trustee, entered into a trust agreement (the "Agreement"), creating the Ashley Fraiser Courington Trust (the "Trust") for the sole benefit of the Beneficiary, and

**WHEREAS,** the Beneficiary is over the age of nineteen (19) years and *sui juris*, and

**WHEREAS,** Pat Courington, Jr., currently serves as Trustee of the Trust as set out in the Modification of the Ashley Frasier Courington Trust dated March 21, 2012, which previous modification was approved by the Circuit Court of Marshall County, Alabama in Case No. CV-12-063 dated April 2, 2012, and which previous modification is being completely revised herein, and

**WHEREAS,** subject to the approval of the Circuit Court of Marshall County, Alabama, the Grantor and the Beneficiary agree and consent to the modification of the Trust as contained herein, and agree that such modification is in the best interest of the Beneficiary.

**NOW THEREFORE,** in consideration of the premises, and acting pursuant to ALA. CODE § 19-3B-411(a) (1975) (the "Code") the Distribution of Principal provisions as contained in Paragraph 4(c) of the Agreement and the Successor Trustee provisions as contained in Paragraph 7 of the Agreement are hereby modified to read as follows:

**4(c) Distribution of Principal.** When Ashley Frasier Courington attains the age of thirty (30) years, the Trustee shall transfer, distribute and/or pay over to her, discharged of trust, one-third (1/3) of the principal of the Trust; and when Ashley Frasier Courington attains the age of thirty-five (35) years, the Trustee shall transfer, distribute and/or pay over to her, discharged of trust, one-half (1/2) of the then existing principal of the Trust. The remaining principal of the Trust shall remain in trust, subject to all of the other provisions of this Trust, for the remainder of Ashley Frasier Courington's life. The Trust shall terminate upon her death and the Trustee, after first paying the

**FILED**

APR 26 2017

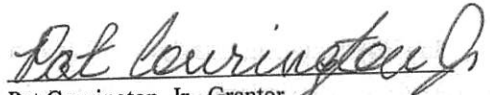
CHERYL PIERCE  
CIRCUIT / DISTRICT COURT  
MARSHALL COUNTY, ALABAMA

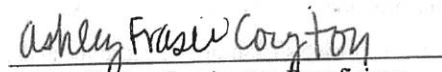
expenses of her life illness and proper burial, shall transfer, distribute and/or pay over the property then constituting the Trust, including all undistributed income thereof, to such person or persons, including the estate of Ashley Frasier Courington, as Ashley Frasier Courington may appoint in her valid Last Will and Testament, making specific reference to this general power of appointment, which shall be exercisable by Ashley Frasier Courington alone and in all events. Any property as to which the general power of appointment granted herein is not effectively exercised shall be transferred, distributed and/or paid over to the then living descendants of Ashley Frasier Courington, in equal shares, per stirpes, or if there be none, to the Grantor's then living descendants, in equal shares, per stirpes, or if there be none, to those persons who would have taken, and in such shares as they would have taken, under the laws of the State of Alabama as if the Grantor had then died intestate and as if his entire estate had consisted of the assets of the Trust; provided, however, if any such person shall then have other property held in trust under this Trust Agreement, then his or her share of this Trust shall be added to, merged in and administered and disposed of like such other property so held in trust for him or her.

**7. Successor Trustee.** Pat Courington, Jr. shall continue to serve as trustee (the "Trustee") of the Trust. In addition to the powers granted to the Trustee in the Agreement, the Trustee shall have all of the general and specific powers as granted to trustees in Sections 19-3B-815-816 of the *Code*. Upon the death, resignation, incapacity, removal or disqualification of the Trustee, Jeannie F. Courington shall succeed to and become the Trustee. Upon the death, resignation, incapacity, removal or disqualification of Jeannie F. Courington, a successor trustee shall be appointed by the then serving board of directors of the accounting firm of CK Business Solutions, P.C., or its successor firm, which appointee may, but shall not be required to be a CPA employed by said firm. Thereafter, successor trustees shall be appointed by said accounting firm in like manner. Provided however, at any time, the Beneficiary may remove the currently serving Trustee, by giving the Trustee written notice of such removal, and the next named successor trustee shall thereafter serve as the Trustee. Any trustee serving hereunder shall have all of the same rights, powers and exemptions as granted to the Trustee in the Agreement and in this Modification.

Except as set out in this Modification, the Trust shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals effective as of the date first stated above.

  
Pat Courington, Jr., Grantor

  
Ashley Frasier Courington, Beneficiary

**FILED**

APR 26 2017

CHERYL PIERCE  
CIRCUIT / DISTRICT COURT  
MARSHALL COUNTY, ALABAMA

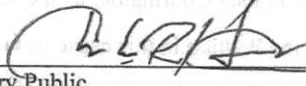
STATE OF ALABAMA )

MARSHALL COUNTY )

ACKNOWLEDGMENT

I, Charles R. Hare, Jr., a Notary Public in and for said county, in said state, hereby certify that **Pat Courington, Jr.**, whose name, as Grantor, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day, that being informed of the contents of the Modification, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 21<sup>ST</sup> day of April, 2017.

  
Notary Public

My commission expires: 12-19-19

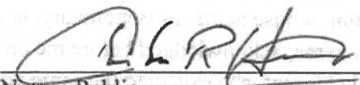
STATE OF ALABAMA )

MARSHALL COUNTY )

ACKNOWLEDGMENT

I, Charles R. Hare, Jr., a Notary Public in and for said county, in said state, hereby certify that **Ashley Fraiser Courington**, whose name, as Beneficiary, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day, that being informed of the contents of the Modification, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 21<sup>ST</sup> day of April, 2017.

  
Notary Public

My commission expires: 12-19-19

**FILED**

APR 26 2017

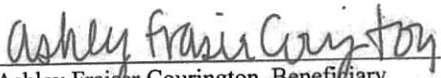
CHERYL PIERCE  
CIRCUIT / DISTRICT COURT  
MARSHALL COUNTY, ALABAMA

IN THE CIRCUIT COURT OF MARSHALL COUNTY, ALABAMA  
CASE NO. CV-17-008

IN THE MATTER OF THE SECOND MODIFICATION OF THE ASHLEY  
FRAISER COURINGTON TRUST

ANSWER AND CONSENT

Comes now Ashley Fraiser Courington, as the sole beneficiary, of the Ashley Fraiser Courington Trust and answers the Petition in this cause by acknowledging that all of the averments contained therein are true, and she hereby consents to the entry by the court of an order approving the modification of the Ashley Fraiser Courington Trust.

  
Ashley Fraiser Courington, Beneficiary

STATE OF ALABAMA     )

ACKNOWLEDGMENT

MARSHALL COUNTY     )

I, Charles R. Hare, Jr., a Notary Public in and for said county, in said state, hereby certify that **Ashley Fraiser Courington**, whose name, as Beneficiary, is signed to the foregoing Answer and Consent and who is known to me, acknowledged before me on this day, that being informed of the contents of the Answer and Consent, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 21<sup>ST</sup> day of April, 2017.

  
Notary Public

My commission expires: 12-19-19

**FILED**

APR 26 2017

CHERYL PIERCE  
CIRCUIT / DISTRICT COURT  
MARSHALL COUNTY, ALABAMA