Certified Copy of TRUST AGREEMENT

STATE OF ALABAMA JEFFERSON COUNTY.

AGREEMENT, made and entered into on this 15th day of December, 1931, by and between ROBERT P. McDAVID, VIRGINIA McDAVID SMITH, CHARLES J. McDAVID, NED R. McDAVID? TOM O. Mc-DAVID, and MARTHA McDAVID (nee Martha H. McDavid), herein called the "Distributee," parties of the first part, and BIRMINGHAM TRUST & SAVINGS COMPANY, a body corporates under the laws of Alabama, AS TRUSTEE, herein called the "Trustee," party of the second part,

WITNESSETH:

By an Indenture of Trust dated December 24, 1928, between the Distributees and the Trustee, the Distributees declared and created a trust as shown by said Indenture, which is recorded in the office of the Probate Judge of Jefferson County, Alabama, in Volume 2016 at pages 248 to 268, inclusive.

Said Indenture of Trust, except as in Article Sixth thereof provided, was by Article Seventh thereof provided, was by Article Seventh threof to terminate on the 1st day of January, 1932. The conditions provided with respect to such termination in Article Sixth thereof are existence and if is further deemed desirable by the Distributees to extend the term of said trust to the 1st day of January, 1935, subject to a longer term thereof should similar conditions as provided in Article Sixth thereof exist at January 1st, 1935.

The Distributees also desire to effect certain modifications in the terms and provisions of the trust so created. All of the Distributees are of legal age. In consideration of the premises and of the mutual agreement of the Distributees and the Trustee hereunder, said Indenture of Trust is accordingly hereby modified and amended in the following respects:

(1) Article First of said Indenture of Trust is hereby amended to read as follows:

"FIRST: The Trustee shall take possession and charge of, manage and control, all of the trust property, leasing, selling or otherwise handling the same as the Trustee deems best, including the making of any sale at such sale price and upon such terms as the Trustee may in its sole discretion deem best, even though the payments therefor may be deferred beyond the termination of the trust hereby created, and the leasing of property for such terms and upon such considerations as the Trustee may see fit, even though the term of any such lease may extend beyond the termination of the trust hereby created."

(2) Article Second of said Indenture of Trust is hereby amended to read as follows:

("SECOND: The Trustee shall have full power and authority, privately and without order of court, from time to time to borrow, without the necessity of any consent by any of the Distributees hereunder, any money which it may deem advisable for the protection or proper administration of the trust estate, and to secure any such borrowings the Trustee shall have full power and authority, as Trustee, to mortgage all or any of the trust property for the purpose of securing the repayment of any amount so borrowed, with full power and authority to renew or extend any indebtedness at any time existing against any of the trust estate, Any such borrowings and any such mortgage may be on such terms and conditions and for such time as the Trustee may deem proper.

(3) Article Third of said Indenture of Trust is hereby amended to read as follows:

"THIRD: The Trustee shall have power and authority at any time and from time to time to advance money to the trust estate from its funds for any purpose or purposes of the trust, including the making of loans by the trust to any or all of the Distributees, and may reimburse itself for money advanced and interest thereon from any funds belonging to the trust thereafter coming into its sustody from any source, and to the extent of any such advances or loans made by itself may secure the same, in addition to the security therefor, by this Indenture afforded, by express mortgage or lien, whether such advances or loans may have here-tofore or may hereafter be made by the Trustee."

(4) Article Fifth of said Indenture of Trust is hereby amended to read as follows:

"FIFTH: The Trustee shall from time to time have full power and authority, at private sale and without order of court, to sell any part or all of the property, real or personal, comprising the trust estate for such price and upon such terms as it may deem advisable in its sole discretion."

(5) Article Seventh of said Indenture of Trust is hereby amended to read as follows:

"SEVENTH: Except as in Article Sixth hereof provided, this trust shall terminate on the 1st day of January, 1935, and upon the termination thereof the Trustee shall divide the said trust property and convey same, share and share alike, to such of the Distributees whose interest hereunder has not been sold, as provided in the preceding paragraph; and the Trustee may divide such trust assets in kind or may sell the trust assets then in its hands and divide the proceeds or make such division in any other way which in the discretion of the Trustee seems fair and equitable, and the Trustee's action in dividing the trust estate hereunder shall be final and conclusive and binding upon the Distributees hereunder. Prior to the termination of the trust, the net income derived from the trust property shall be paid, share and share alike, to such of the Distributees whose interest hereunder has not been sold, as provided in the preceding paragraph hereof."

(6) Except as herein expressly modified and amended, said Indenture of Trust shall remain in full force and effect and all of the provisions thereof and hereof shall apply as fully and to the same extent as though this modification and amendment were a part of said original Indenture of Trust, both with respect to matters and things occurring prior to January 1st, 1932, and with respect to matters and things occurring prior to January 1st, 1935.

IN WITNESS WHEREOF, the Distributees and the husbands and wives of those of the Distributees who have been married, joining herein for the purpose of relinquishing any right, title or interest which they may or might have in any of said trust property, have hereunto set their hands and seals as of the day and year first above written, and the Trustee has

caused this instrument to be executed under its corporate name by its President and its corponate seal to be hereunto affixed and attested by its Cashier, all in Duplicate, this 15th day of December, 1931.

> Ned R. McDavid Crystel McDavid (L.S.) Charles McDavid (L.S. Virginia McDavid Smith Maclin F. Smith (L.S.) Martha McDavid Perry (L.S. Sam Perry (L.S. Minnie V. McDavid (L.S. Robt. P. McDavid (L.S.) Tom O. McDavid

BIRMINGHAM TRUST & SAVINGS COMPANY,

AS TRUSTEE.

By W. E. Henley, President

ATTEST:

J. W. FINCH,

Cashier.

STATE OF ALABAMA,) JEFFERSON COUNTY.)

I, Festus C. Bridges, a Notary Public in and for said County in said State, hereby certify that ROBERT P. McDavid and his wife, MINNIE V. McDavid, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 30 day of December, 1931.

Festus C. Bridges Notary Public.

STATE OF ALABAMA,

JEFFERSON COUNTY.

I, Festus C. Bridges, a Notary Public in and for said County in said State, do hereby certify that on the 30 day of December, 1931, came before me the within named MINNIE V. McDavid, known to me to be the wife of the within named ROBERT P. McDAVIB, who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of the husband.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this the

30 day of December, 1931.

Festus C. Bridges Notary Public.

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Jack London, a Notary Public in and for said County in said State, hereby certify that Virginia McDavid Smith and her husband Maclin F. Smith, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 23rd day of December, 1931.

Jack London, Notary Public.

STATE OF ALABAMA)

JEFFERSON COUNTY.)

I, Jack London, a Notary Public in and for said County in said State, do hereby certify that on the 23rd day of December, 1931, came before me the within named Virginia McDavid Smith, known to me to be the wife of the within named Maclin F. Smith, who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of the husband.

IN WITNESS WHEREOF, I have hereuntd set my hand and official seal, this the 23rd day of December, 1931.

Jack London

Notary Public.

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Jack London, a Notary Public in and for said County in said State, hereby certify that CHARLES J. MCDAVID, an unmarried man, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 22nd day of December, 1931.

Jack London Notary Public.

STATE OF FLORIDA)

Dade County

I, Minnie Pram, a Notary Public in and for said County in said State, hereby certify that NED R. MCDAVID AND his wife, CRYSTEL McDAVID, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 19th day of December, 1931.

Minnie Prom Notary Public.

STATE OF FLORIDA)

Dade County.

I, Minnie Prom, a Notary Public in and for said County in said State, do hereby certify that on the 19th day of December, 1931, came before me the within named CRYSTEL Mc-DAVID, known to me to be the wife of the within named Ned R. McDavid, who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraints or threats on the part of the husband.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this the 19th day of December, 1931.

Minnie From.

Notary Public.

STATE OF MEW YORK

County of New York

I, Henrietta Wort, a Notary Public in and for said County in said State hereby certify that Tom O. McDavid an unmarried man, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my Mand and official seal on this the 29th day of December, 1931.

Henrietta Wort.

Notary Public, New York, N.Y.

State of Alabama)

Jefferson County)

I, Festus C. Bridges, a Notary Public in and for said County in said State hereby certify that MARTHA McDAVID PERRY and her husband, SAM PERRY, whose names are signed to the foregoing conveyance, and whoare known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 24 day of December, 1931.

Festus C. Bridges Notary Public.

STATE OF ALABAMA) JEFFERSON COUNTYO

> I, Festus C. Bridges a Motary Public in and for said County in said State, do hereby certify that on the 24 day of December, 1931, came before me the within named MARTHA McDAVID . PERRY, known to me to be the wife of the within named SAM PERRY, who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and

without fear, constraints or threats on the part of the husband.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this the 24 day of December, 1931.

Festus C. Bridges Notary Public.

STATE OF ALABAMA,)

JEFFERSON COUNTY. }

I, Festus C. Bridges, a Notary Public in and for said County in said State, hereby certify that Walter E. Henley, whose name as President of the Birmingham Trust & Savings Company, a corporation, as Trustee as set forth in said conveyance, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance he, as such officer and with full authority, executed the same voluntarily for and as the act of sald corporation.

Given under my hand and official seal, this the 31st, day of December, 1931.

Festus C. Bridges,

Notary Public.

Filed inroffice for record this the Jan. 4 1932 and duly recorded in Vol. 2408, page 364 Eugene H. Hawkins, Judge of Probate.

THE STATE OF ALABAMA)

JEFFERSON COUNTY.

PROBATE COURT

I, EUGENE H. HAWKINS, Judge of the Court of Probate, in and for said County, in said State hereby certify that the foregoing contains a full, true and correct copy of the

> Trust agreement of Robert P. McDavid et als and the Birmingham Trust & Savings Company.

together with the filing of same as appears of record in this office in Vol. 2408 Record of deeds on bage 364.

Biven under my hand and official seal, this the 15th day of April 1936.

Eugene H. Hawkins, Judge of Probate.

Filed for record in this office the 30th day of April, 1936 and recorded in Deed Record #99, at page and examined.

L. C. Walker, Judge of Probate.